

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 01/18/2022

Contract/Lease Control #: C22-3154-TDD

Procurement#: RFQ TDD 36-21

Contract/Lease Type: AGREEMENT

Award To/Lessee: JANICKI ENVIRONMENTAL, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 01/04/2022

Expiration Date: 01/03/2024

Description of: DEVELOPMENT OF CCMP FOR THE CHOCTAWHATCHEE BAY ESTURARY

Department: TDD

Department Monitor: UNDERWOOD

Monitor's Telephone #: 850-651-7149

Monitor's FAX # or E-mail: BUNDERWOOD@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/24/2022

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

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

PRODUCER Stahl & Associates Insurance, Inc. 110 Carillon Parkway St. Petersburg FL 33716		CONTACT NAME: Justine Delarbre PHONE (A/C No. Ext): (727) 391-9791 FAX (A/C. No): (727) 393-5823 E-MAIL ADDRESS: justine.delarbre@stahlinsurance.com	
INSURED Janicki Environmental Inc 1155 Eden Isle Dr NE St Petersburg FL 33704		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Admiral Insurance Co	NAIC #
		INSURER B: Auto Owners Insurance Co	18988
		INSURER C: Hartford Underwriters Ins Co	30104
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** CL2222459861**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADXL SUBR (INSR WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		FEI-ECC-13015-09	02/24/2022	02/24/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY		4419478101	12/27/2021	12/27/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	21WECAN5526	12/05/2021	12/05/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability Contractors Pollution		FEI-ECC-13015-09	02/24/2022	02/24/2023	Each Occurrence \$2,000,000 Policy Aggregate \$2,000,000 Pollution Limit \$1,000,000

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

Certificate holder is named additional insured in respects to general liability if required by contract. Coverage is Primary
A waiver of subrogation applies in favor of the holder in respects to workers compensation.

CONTRACT: C22-3154-TDD
JANICKI ENVIRONMENTAL, INC.
DEVELOPMENT OF CCMP FOR THE
CHOCTAWHATCHEE BAY ESTURARY
EXPIRES: 101/03/2024

CERTIFICATE HOLDER

CAI

Okaloosa County Board of County Commissioners
302 N. Wilson St

Crestview

FL 32536

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

AUTHORIZED REPRESENTATIVE

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**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: TBD Tracking Number: 4430-22
Procurement/Contractor/Lessee Name: Janicki Grant Funded: YES NO
Purpose: Choctawhatchee Esting Program
Date/Term: 30 months 1. GREATER THAN \$100,000
Department #: 712030 2. GREATER THAN \$50,000
Account #: _____ 3. \$50,000 OR LESS
Amount: \$400,000 NT2
Department: TOP Dept. Monitor Name: Adams / Underwood

Purchasing Review
Procurement or Contract/Lease requirements are met:
White M Date: 10-14-21
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

2CFR Compliance Review (if required)
Approved as written: _____ Grant Name: Restore Act
see email attached Date: 10-21-21
Grants Coordinator _____

Risk Management Review
Approved as written: _____ Date: 10-21-21
see email attached
Risk Manager or designee Lisa Price

County Attorney Review
Approved as written: _____ Date: 10-14-21
see email attached
County Attorney Lynn Hoshihara, Kerry Parsons or Designee

Department Funding Review
Approved as written: _____ Date: _____

IT Review (if applicable)
Approved as written: _____ Date: _____

Revised September 22, 2020

C22-3154-TAD
1-3-2024



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/30/2021

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

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PRODUCER Stahl & Associates Insurance, Inc. 110 Carillon Parkway St. Petersburg FL 33716	CONTACT NAME: Justine Delarbre PHONE (A/C, No, Ext): (727) 391-9791 E-MAIL ADDRESS: justine.delarbre@stahlinsurance.com	FAX (A/C, No): (727) 393-5623
	INSURER(S) AFFORDING COVERAGE	
INSURED Janicki Environmental Inc 1155 Eden Isle Dr NE St Petersburg FL 33704	INSURER A: Admiral Insurance Co	24856
	INSURER B: Auto Owners Insurance Co	18988
	INSURER C: Hartford Underwriters Ins Co	30104
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL21113058656 **REVISION NUMBER:**

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

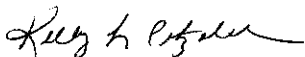
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			FEIECC1301508	02/24/2021	02/24/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			4419478101	12/27/2021	12/27/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured Motorist \$ 1,000,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	21WECAN5526	12/05/2021	12/05/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability Contractors Pollution			FEIECC1301508	02/24/2021	02/24/2022	Each Occurrence \$2,000,000 Policy Aggregate \$2,000,000 Pollution Limit \$1,000,000

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

Certificate holder is named additional insured in respects to general liability if required by contract. Coverage is Primary
A waiver of subrogation applies in favor of the holder in respects to workers compensation.

CERTIFICATE HOLDER

CANCELLATION

Okaloosa County Board of County Commissioners 302 N. Wilson St Crestview FL 32536	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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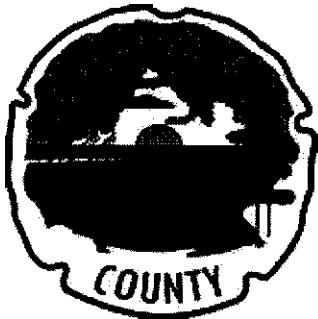
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DeRita Mason

From: Lisa Price
Sent: Thursday, October 21, 2021 11:32 AM
To: DeRita Mason
Subject: RE: RFP TDD 36-21 Contract

This is approved by Risk.

Lisa Price
Risk Management
Public Records & Contracts Specialist
302 N Wilson Street, Suite 301
Crestview, FL. 32536
(850) 689-5979
lprice@myokaloosa.com



For all things Wellness please visit:
<http://www.myokaloosa.com/wellness>

Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Thursday, October 14, 2021 11:15 AM
To: Lisa Price <lprice@myokaloosa.com>
Subject: RFP TDD 36-21 Contract

Good morning,
Please review the attached.

DeRita Mason

From: Stewart, Greg <gstewart@ngn-tally.com>
Sent: Thursday, October 14, 2021 10:42 AM
To: DeRita Mason
Cc: Brian Underwood; Jane Evans; Lynn Hoshihara NGN-Tally
Subject: Re: Janicki Contract

Yes it is approved for legal sufficiency

Sent from my iPhone

On Oct 14, 2021, at 11:35 AM, DeRita Mason <dmason@myokaloosa.com> wrote:

Okay, so is the contract approved for legal sufficiency? Or do you need to see it back when we get the scope/timeline.

DeRita Mason

<image001.png>

DeRita Mason, CPPB, NIGF-CPP
Senior Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
(850) 689-5960
dmason@myokaloosa.com

"Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure."

From: Stewart, Greg <gstewart@ngn-tally.com>
Sent: Thursday, October 14, 2021 10:32 AM
To: DeRita Mason <dmason@myokaloosa.com>; Brian Underwood <bunderwood@myokaloosa.com>; Jane Evans <jevans@myokaloosa.com>
Cc: Lynn Hoshihara NGN-Tally <lhoshihara@ngn-tally.com>
Subject: RE: Janicki Contract

I am good with the new language

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Thursday, October 14, 2021 11:06 AM
To: Stewart, Greg <gstewart@ngn-tally.com>; Brian Underwood <bunderwood@myokaloosa.com>; Jane Evans <jevans@myokaloosa.com>

DeRita Mason

From: Jane Evans
Sent: Tuesday, August 31, 2021 1:51 PM
To: DeRita Mason
Cc: Brian Underwood
Subject: RE: RFP TDD 36-21 CCMP

It does not have to be approved by Treasury but as soon as it has been fully executed I need to upload a copy to the grant system.

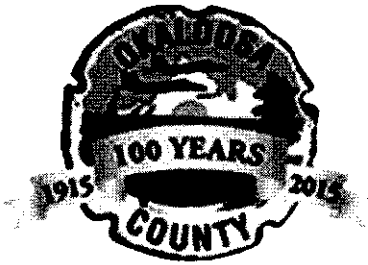
I will also need the Procurement process outlined, all bid documents with any addendums, all the submissions, bid tabulation and any other pertinent procurement items.

Jane

From: DeRita Mason
Sent: Tuesday, August 31, 2021 1:45 PM
To: Jane Evans <jevans@myokaloosa.com>
Cc: Brian Underwood <bunderwood@myokaloosa.com>
Subject: RFP TDD 36-21 CCMP

Jane,
We are ready to place this award on the ITA. Does it need to go anywhere before we do that?
Thank you,

DeRita Mason



DeRita Mason, CPPB, NIGP-CPP
Senior Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
(850) 689-5960
dmason@myokaloosa.com

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Board of County Commissioners Purchasing Department

State of Florida

August 31, 2021

**OKALOOSA COUNTY PURCHASING DEPARTMENT
NOTICE OF AWARD
RFP TDD 36-21**

Development of a Comprehensive Conservation Management
Plan for the Choctawhatchee Bay Estuary

Okaloosa County would like to thank all businesses that submitted proposals for Development of Comprehensive Conservation Management Plan for the Choctawhatchee Bay Estuary.
(RFP TDD 36-21)

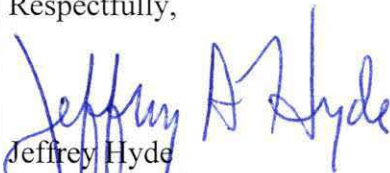
After an in-depth examination of all responses and in accordance with the County's Purchasing Manual, the County announces its intent to award the contract to the following:

**Janicki Environmental, Inc.
1155 Eden Isle Drive NE
St. Petersburg, FL 33704**

This Notice of Intent does NOT constitute the formation of a contract/purchase order between Okaloosa County and the apparent successful bidder/respondent. The County reserves the right to enter into negotiations with the successful bidder/respondent in order to finalize contract terms and conditions. No agreement is entered into between the County and any parties until a contract is approved and fully executed.

Any person/entity desiring to file a procurement protest must meet all the standards and criteria in accordance with Section 31 of the Okaloosa County Purchasing Manual. Failure to file a protest within the time prescribed in Section 31.02 of the Okaloosa County Purchasing Manual, shall constitute a waiver of protest proceedings.

Respectfully,


Jeffrey Hyde
Purchasing Manager

JANICKI ENVIRONMENTAL INC

DUNS Unique Entity ID 052447765	SAM Unique Entity ID H81ADDNK9GD5	CAGE / NCAGE 3P1Q0
Purpose of Registration All Awards	Expiration Date Jul 7, 2022	Registration Status Active
Physical Address 1155 Eden Isle DR NE Saint Petersburg, Florida 33704-1707 United States	Mailing Address 1155 Eden Isle DR NE Saint Petersburg, Florida 33704-1707 United States	

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District Florida 13	State / Country of Incorporation Florida / United States	URL http://www.JanickiEnvironmental.com

Registration Dates

Activation Date Jul 8, 2021	Submission Date Jul 7, 2021	Initial Registration Date Jan 19, 2004
---------------------------------------	---------------------------------------	--

Entity Dates

Entity Start Date Feb 25, 1999	Fiscal Year End Close Date Dec 31
--	---

Immediate Owner

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

Highest Level Owner

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

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2.C.F.R. 200 Appendix XII. Their responses are not displayed in SAM. They are sent to FAPIIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the proceedings questions.

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Business Types

Entity Structure Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors (blank)
Profit Structure For Profit Organization		

Government Types

(blank)

Accepts Credit Card Payments
No

Debt Subject To Offset
No

Electronic Business

♀
SUSAN S JANICKI, DIRECTOR

1155 Eden Isle DR. NE
Saint Petersburg, Florida 33704
United States

Anthony J Janicki, President

1155 Eden Isle DR NE
Saint Petersburg, Florida 33704
United States

Government Business

♀
SUSAN S JANICKI, DIRECTOR

1155 Eden Isle DR NE
Saint Petersburg, Florida 33704
United States

Anthony j JANICKI, President

1155 Eden Isle DR NE
Saint Petersburg, Florida 33704
United States

Past Performance

♀
Susan S Janicki, Director

1155 Eden Isle Drive NE
Saint Petersburg, Florida 33704
United States

Anthony J Janicki, President

1155 Eden Isle DR NE
Saint Petersburg, Florida 33704
United States

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	541620	Environmental Consulting Services
	541690	Other Scientific And Technical Consulting Services
	541990	All Other Professional, Scientific, And Technical Services

Product and Service Codes

PSC	PSC Name
AH31	R&D- Environmental Protection: Water Pollution (Basic Research)
AH32	R&D- Environmental Protection: Water Pollution (Applied Research/Exploratory Development)
B529	Special Studies/Analysis- Scientific Data
B533	Special Studies/Analysis- Water Quality

This entity does not appear in the disaster response registry.



Department of State / Division of Corporations / Search Records / Search by FEI/EIN Number /

Detail by FEI/EIN Number

Florida Profit Corporation
JANICKI ENVIRONMENTAL, INC.

Filing Information

Document Number	P99000018135
FEI/EIN Number	59-3560050
Date Filed	02/25/1999
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	10/15/2003

Principal Address

1155 EDEN ISLE DR. N.E.
ST. PETERSBURG, FL 33704

Changed: 04/16/2004

Mailing Address

1155 EDEN ISLE DR. N.E.
ST. PETERSBURG, FL 33704

Changed: 04/16/2004

Registered Agent Name & Address

ROWE, JAMES CESQ
770 2ND AVE SO
ST. PETERSBURG, FL 33701

Address Changed: 10/15/2003

Officer/Director Detail

Name & Address

Title P

JANICKI, ANTHONY J
1155 EDEN ISLE DR NE
SAINT PETERSBURG, FL 33704

Title SRVP

PRIBBLE, JOHN R
1640 N DAKOTA AVE NE
SAINT PETERSBURG, FL 33703

Title Director, CEO, Secretary, Treasurer

JANICKI, SUSAN
1155 DEN ISLE DR NE
SAINT PETERSBURG, FL 33704

Title VP

WESSEL, MIKE R
175 17TH AVENUE NORTH
SAINT PETERSBURG, FL 33704

Annual Reports

Report Year	Filed Date
2019	01/22/2019
2020	01/16/2020
2021	01/08/2021

Document Images

01/08/2021 -- ANNUAL REPORT	View image in PDF format
01/16/2020 -- ANNUAL REPORT	View image in PDF format
01/22/2019 -- ANNUAL REPORT	View image in PDF format
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01/08/2016 -- ANNUAL REPORT	View image in PDF format
01/08/2015 -- ANNUAL REPORT	View image in PDF format
01/08/2014 -- ANNUAL REPORT	View image in PDF format
01/24/2013 -- ANNUAL REPORT	View image in PDF format
01/17/2012 -- ANNUAL REPORT	View image in PDF format
01/04/2011 -- ANNUAL REPORT	View image in PDF format
01/05/2010 -- ANNUAL REPORT	View image in PDF format
01/15/2009 -- ANNUAL REPORT	View image in PDF format
02/19/2008 -- ANNUAL REPORT	View image in PDF format
01/15/2007 -- ANNUAL REPORT	View image in PDF format
01/17/2006 -- ANNUAL REPORT	View image in PDF format
01/04/2005 -- ANNUAL REPORT	View image in PDF format
04/16/2004 -- ANNUAL REPORT	View image in PDF format
10/15/2003 -- REINSTATEMENT	View image in PDF format
05/15/2002 -- ANNUAL REPORT	View image in PDF format
04/24/2001 -- ANNUAL REPORT	View image in PDF format
04/11/2000 -- ANNUAL REPORT	View image in PDF format
02/25/1999 -- Domestic Profit	View image in PDF format

**AGREEMENT BETWEEN OKALOOSA COUNTY, FLORIDA
AND JANICKI ENVIRONMENTAL, INC.**

THIS AGREEMENT (hereinafter referred to as the “Agreement”) is made this 4th, day of January, 2022, by and between Okaloosa County, a political subdivision of the state of Florida, (hereinafter referred to as the “County”), with a mailing address of 1250 N. Eglin Parkway, Suite 100, Shalimar, Florida, 32579, for services to be provided to the Choctawhatchee Bay Estuary Coalition, a governmental entity created pursuant to Interlocal Agreement in accordance with chapter 163.01, Florida Statutes (hereinafter referred to as the “Estuary Coalition”), and Janicki Environmental, Inc., a Florida Profit Corporation authorized to do business in the State of Florida, whose address is 1155 Eden Isle Drive NE, St. Petersburg, FL 33704 (hereinafter referred to as “Contractor”) whose Federal I.D. # is 59-3560050.

RECITALS

WHEREAS, the County is a member of the Choctawhatchee Bay Estuary Coalition and as part of the interlocal agreement establishing the Estuary Coalition all goods and services shall be procured by competitive process utilizing the procurement procedures of Okaloosa County; and

WHEREAS, the County on behalf of the Estuary Coalition is in need of a contractor to provide **Development of Comprehensive Conservation and Management Plan (CCMP) for the Choctawhatchee Bay Estuary** (“Services”); and

WHEREAS, the funding for these services shall be from the Choctawhatchee Bay Estuary Coalition, pursuant to the award of a RESTORE Act allocation, Federal Award Identification Number 1 RDCGR180149-01-00, issued to the County on June 9, 2021, and Subaward agreement No. 2021-R36 between the County and the Choctawhatchee Bay Estuary Coalition, effective on September 7, 2021;and

WHEREAS, pursuant to the Okaloosa County Purchasing Manual, the County issued a Request for Proposals to competitively procure the Services and received responses to perform these Services. A copy of the procurement and Contractor’s responsive to the procurement is included as Attachment “A”; and

WHEREAS, Contractor is a certified and insured entity with the necessary experience to provide the desired Services; and

WHEREAS, the County wishes to enter into this Agreement with Contractor to provide the Services for an amount of three hundred, ninety-nine thousand five hundred twenty-two Dollars (\$ 399,522.00), as further detailed below.

NOW THEREFORE, in consideration of the promises and the mutual covenants herein, the parties agree as follows:

1. Recitals and Attachments. The Recitals set forth above are hereby incorporated into this Agreement and made part hereof for reference. The following documents are attached to this Agreement and are incorporated herein.

- Attachment “A” – Procurement RFP TDD 36-21 and Contractor’s Response;
- Attachment “B” – Insurance Requirements;
- Attachment “C” – Title VI list of pertinent nondiscrimination acts and authorities;
- Attachment “D” – Vendors on Scrutinized List;
- Attachment “E” – Additional Federal Clauses
- Attachment “F” – Comprehensive Conservation and Management Plan Development Schedule

2. Services. Contractor agrees to perform the following services, **Development of Comprehensive Conservation and Management Plan (CCMP) for the Choctawhatchee Bay Estuary**. The Services to be provided are further detailed in the Contractor’s proposal attached as Attachment “A,” and the Comprehensive Conservation and Management Plan Development Schedule attached as Attachment “F,” and incorporated herein by reference. The Services shall be performed by Contractor to the full satisfaction of the Estuary Coalition. All services provided will be under the control and monitoring of the Estuary Coalition. Contractor agrees to have a qualified representative to audit and inspect the Services provided on a regular basis to ensure all Services are being performed in accordance with the Estuary Coalition’s needs and pursuant to the terms of this Agreement and shall report to the Estuary Coalition accordingly. Contractor agrees to immediately inform the Estuary Coalition via telephone and in writing of any problems that could cause damage to the County or Estuary Coalition. Contractor will require its employees to perform their work in a manner befitting the type and scope of work to be performed.

Contractor will provide a detailed draft project timeline to coincide with the project scope, with all tasks, deliverables, and milestones described by September 1, 2022

2. Term and Renewal. The term of this Agreement shall begin when all parties have signed, and shall continue for a period of twenty-eight (28) months which will run concurrent with the Grant termination date.

3. Compensation. The Contractor agrees to provide the Services to the County, including materials and labor, in a total amount of three hundred ninety-nine thousand five hundred twenty-two Dollars (\$ 399,522.00).

a. Contractor shall submit an invoice to the County monthly. The invoice shall indicate that all services have been completed for that invoice period. In addition, Contractor agrees to provide the County with any additional documentation requested to process the invoices.

b. Disbursement.

There are no reimbursable expenses associated with this Agreement.

c. Payment Schedule. Invoices received from the Contractor pursuant to this Agreement will be reviewed by the Estuary Coalition. Payment will be disbursed as set forth above. If services have been rendered in conformity with the Agreement, the invoice will be sent to the Finance Department for payment. Invoices must reference the contract number assigned by the County after execution of this Agreement. Invoices will be paid in accordance with the State of Florida Local Government Prompt Payment Act.

- d. Availability of Funds. The Estuary Coalition and County's performance and obligation to pay under this Agreement is contingent upon annual appropriation for its purpose by the County Commission and Estuary Coalition.

Contractor shall make no other charges to the County or Estuary Coalition for supplies, labor, taxes, licenses, permits, overhead or any other expenses or costs unless any such expenses or cost is incurred by Contractor with the prior written approval of the County. If the County disputes any charges on the invoices, it may make payment of the uncontested amounts and withhold payment on the contested amounts until they are resolved by agreement with the Contractor. Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

4. Ownership of Documents and Equipment. All documents prepared by the Contractor pursuant to this Agreement and related Services to this Agreement are intended and represented for the ownership of the County and the Estuary Coalition only. Any other use by Contractor or other parties shall be approved in writing by the County. If requested, Contractor shall deliver the documents to the County within fifteen (15) calendar days.

3. Insurance. Contractor shall, at its sole cost and expense, during the period of any work being performed under this Agreement, procure and maintain the minimum insurance coverage required as set forth in Attachment "B" attached hereto and incorporated herein, to protect the County and Contractor against all loss, claims, damages and liabilities caused by Contractor, its agents, or employees.

4. Termination and Remedies for Breach.

e. If, through any cause within its reasonable control, the Contractor shall fail to fulfill in a timely manner or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the County shall have the right to terminate the Services then remaining to be performed. Prior to the exercise of its option to terminate for cause, the County shall notify the Contractor of its violation of the particular terms of the Agreement and grant Contractor thirty (30) days to cure such default. If the default remains uncured after thirty (30) days the County may terminate this Agreement, and the County shall receive a refund from the Contractor in an amount equal to the actual cost of a third party to cure such failure. If Contractor fails, refuses or is unable to perform any term of this Agreement, County shall pay for services rendered as of the date of termination.

- i. In the event of termination, all finished and unfinished documents, data and other work product prepared by Contractor (and sub-Contractor (s)) shall be delivered to the County and the County shall compensate the Contractor for all Services satisfactorily performed prior to the date of termination, as provided in Section 4 herein.

- ii. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the County for damages sustained by it by virtue of a breach of the Agreement by Contractor and the County may reasonably withhold payment to Contractor for the purposes of set-off until such time as the exact amount of damages due the County from the Contractor is determined.
- f. Termination for Convenience of County. The County or Estuary Coalition may, for its convenience and without cause immediately terminate the Services then remaining to be performed at any time by giving written notice. The terms of Section 7 Paragraphs a(i) and a(ii) above shall be applicable hereunder.
- g. Termination for Insolvency. The County and Estuary Coalition also reserves the right to terminate the remaining Services to be performed in the event the Contractor is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.
- h. Termination for failure to adhere to the Public Records Law. Failure of the Contractor to adhere to the requirements of Chapter 119 of the Florida Statutes and Section 9 below, may result in immediate termination of this Agreement.

5. Governing Law, Venue and Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any dispute or controversy arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder shall be brought exclusively in the First Judicial Circuit in and for Okaloosa County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. In the event it becomes necessary for the County to file a lawsuit to enforce any term or provision under this Agreement, then the County shall be entitled to its costs and attorney's fees at the pretrial, trial and appellate levels. BY ENTERING INTO THIS AGREEMENT, ALL PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the County or Estuary Coalition pursuant to Section 768.28, Florida Statutes.

6. Public Records. Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119. Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

- a. Keep and maintain public records required by the County or Estuary Coalition to perform the service.
- b. Upon request from the Estuary Coalition or County's custodian of public records, provide the Estuary Coalition or County with a copy of the requested records or allow the records

to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.

- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the Estuary Coalition or County.
- d. Upon completion of the contract, transfer, at no cost, to the County or Estuary Coalition all public records in possession of the contractor or keep and maintain public records required by the County or Estuary Coalition to perform the service. If the contractor transfers all public records to the public agency 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 the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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 OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 302 N. WILSON ST., CRESTVIEW, FL 32536 PHONE: (850) 689-5977 riskinfo@myokaloosa.com; OR THE CUSTODIAN OF PUBLIC RECORDS FOR THE ESTUARY COALITION BRIAN UNDERWOOD, 45—1250 MIRACLE STRIP PARKWAY, SE, FORT WALTON BEACH, FL 32548, (850) 609-5382, bunderwood@myokaloosa.com.

7. Audit. The County and Estuary Coalition and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions, and requirements of this Contract and such right shall extend for a period of three (3) years after termination of this Contract.

8. Notices. All notices and other communications required or permitted to be given under this Agreement by either party to the other shall be in writing and shall be sent (except as otherwise provided herein) (i) by certified mail, first class postage prepaid, return receipt requested, (ii) by guaranteed overnight delivery by a nationally recognized courier service, or (iii) by facsimile with confirmation receipt (with a copy simultaneously sent by certified mail, first class postage prepaid, return receipt requested or by overnight delivery by traditionally recognized courier service), addressed to such party as follows:

If to the County and Estuary Coalition:	Brian L. Underwood, Director Choctawhatchee Bay Estuary Program 1540 1250 Miracle Strip Pkwy SE Fort Walton Beach, FL 32548 (850) 651-7149 bunderwood@myokaloosa.com	With a copy to: County Attorney Office 1250 N. Eglin Pkwy, Suite 100 Shalimar, FL 32579 (850) 224-4070
If to the Contractor:	Susan S. Janicki, Director Janicki Environmental, Inc. 1155 Eden Isle Drive, NE St. Petersburg, FL 33704 727-895-7722 sjanicki@janickienviromental.com	

10. Assignment. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.

11. Subcontracting. Contractor shall not subcontract any services or work to be provided to County without the prior written approval of the County's Representative. The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. The County's acceptance of a subcontractor shall not be unreasonably withheld. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Additionally, any subcontract entered into between the Contractor and subcontractor will need to be approved by the County prior to it being entered into and said agreement shall incorporate in all required terms in accordance with local, state and Federal regulations.

12. Civil Rights. The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

13. Compliance with Nondiscrimination Requirements. During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest, agrees as follows:

- i. Compliance with Regulations: The Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated and attached hereto as Attachment "C".

- j. Nondiscrimination: The Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- k. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- l. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or other governmental entity to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the County or the other governmental entity, as appropriate, and will set forth what efforts it has made to obtain the information.
- m. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the County will impose such contract sanctions as it or another applicable state or federal governmental entity may determine to be appropriate, including, but not limited to:
 - i. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or
 - ii. Cancelling, terminating, or suspending the Agreement, in whole or in part.
- n. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the County may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the County to enter into any litigation to protect the interests of the County. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

14. Compliance with Laws. Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Services, shall exercise full and complete authority over Contractor's personnel, shall comply with all workers' compensation, employer's liability and all other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer performing services such as the Services, and shall make all reports and remit all withholdings or other deductions from the compensation paid to Contractor's personnel as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation.

15. Conflict of Interest. The Contractor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly which could conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by the Contractor. The Contractor guarantees that he/she has not offered or given to any member of, delegate to the Congress of the United States, any or part of this contract or to any benefit arising therefrom.

16. Independent Contractor. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the County as his/her employer, or as partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Agreement.

17. Third Party Beneficiaries. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

18. Indemnification and Waiver of Liability. The Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the County and the Estuary Coalition, its agents, representatives, officers, directors, officials and employees from and against claims, damages, losses and expenses (including but not limited to attorney's fees, court costs and costs of appellate proceedings) relating to, arising out of or resulting from the Contractor's negligent acts, errors, mistakes or omissions relating to professional Services performed under this Agreement. The Contractor's duty to defend, hold harmless and indemnify the County its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury; sickness; disease; death; or injury to impairment, or destruction of tangible property including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes or

omissions related to Services in the performance of this Agreement including any person for whose acts, errors, mistakes or omissions the Contractor may be legally liable. The parties agree that TEN DOLLARS (\$10.00) represents specific consideration to the Contractor for the indemnification set forth herein.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

19. Taxes and Assessments. Contractor agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County in accordance with this Agreement. Contractor further agrees that it shall protect, reimburse and indemnify County from and assume all liability for its tax and assessment obligations under the terms of the Agreement.

The County is exempt from payment of Florida state sales and use taxes. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Contractor authorized to use the County's tax exemption number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

20. Prohibition Against Contracting with Scrutinized Companies. Pursuant to Florida Statutes Section 215.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the County's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018.

Any contract entered into or renewed after July 1, 2018 shall be terminated at the County's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Contractors must submit the certification that is attached to this agreement as Attachment "D". Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

21. Inconsistencies and Entire Agreement. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any attachment attached hereto, any document or events referred to herein, or any document incorporated into this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given superior effect and priority over any conflicting or inconsistent term, statement, requirement or provision contained in any other document or attachment, including but not limited to Attachments listed in Section 1.

22. Severability. If any term or condition of this Contract shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Contract shall remain in full force and effect. This Contract shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

23. Entire Agreement. This Agreement contains the entire agreement of the parties, and may be amended, waived, changed, modified, extended or rescinded only by in writing signed by the party against whom any such amendment, waiver, change, modification, extension and/or rescission is sought.

24. Representation of Authority to Contractor/Signatory. The individual signing this Agreement on behalf of Contractor represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. The signatory represents and warrants to the County that the execution and delivery of this Agreement and the performance of the Services and obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year first written above.

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JANICKI ENVIRONMENTAL, INC.:

Susan S. Janicki

Signature

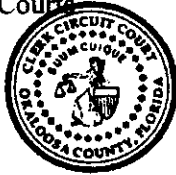
Susan S. Janicki
Print Name

Director

TITLE:

ATTEST:

J.D. Peacock II
J.D. Peacock II, Clerk of Courts



OKALOOSA COUNTY, FLORIDA

BY: *Mel Ponder*
Mel Ponder, Chairman



**CHOCTAWHATCHEE BAY ESTUARY
COALITION**

Alan Bush, Chairman

JANICKI ENVIRONMENTAL, INC.:

Susan S. Janicki
Signature

Susan S. Janicki
Print Name

Director

TITLE:

ATTEST:

OKALOOSA COUNTY, FLORIDA

J.D. Peacock II, Clerk of Courts

BY: _____
Mel Ponder, Chairman

**CHOCTAWHATCHEE BAY ESTUARY
COALITION**

Alan Bush
Alan Bush, Chairman

Attachment "A"
Contractor's Proposal



REQUEST FOR PROPOSALS ("RFP") & RESPONDENT'S ACKNOWLEDGEMENT

RFP TITLE:
Development of a Comprehensive Conservation and Management
Plan (CCMP) for the Choctawhatchee Bay Estuary

RFP NUMBER:
RFP TDD 36-21

ISSUE DATE:	June	14,	2021	
MANDATORY PRE-PROPOSAL MEETING:	June	22,	2021	9:00 A.M. CST
LAST DAY FOR QUESTIONS:	June	28,	2021	3:00 P.M. CST
RFP OPENING DATE & TIME:	July	15,	2021	3:00 P.M. CST
	JULY	22,	2021	3:00

NOTE: PROPOSALS RECEIVED AFTER THE PROPOSAL OPENING DATE & TIME WILL NOT BE CONSIDERED.

Okaloosa County, Florida solicits interested parties to submit a proposal on the above referenced project. All terms, specifications and conditions set forth in this RFP must be incorporated into your response. A proposal will not be accepted unless all conditions have been met. All proposals must have an authorized signature in the space provided below. All envelopes containing sealed proposals must reference the "RFP Title," "RFP Number," and the "RFP Due Date & Time." Okaloosa County is not responsible for lost or late delivery of proposals by the U.S. Postal Service or other delivery services used by the Respondent. Neither faxed nor electronically submitted proposals will be accepted. Proposals may not be withdrawn for a period of ninety (90) days after the proposal opening unless otherwise specified.

RESPONDENT ACKNOWLEDGEMENT FORM BELOW MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR PROPOSAL. PROPOSALS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE RESPONDENT.

COMPANY NAME Janicki Environmental, Inc.
MAILING ADDRESS 1155 Eden Isle Drive NE
St. Petersburg, FL 33704
CITY, STATE, ZIP
FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): 59-3560050
TELEPHONE NUMBER: 727-895-7722 EXT: _____ FAX: 727-895-4333
EMAIL: SJanicki@JanickiEnvironmental.com

I CERTIFY THAT THIS PROPOSAL IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER RESPONDENT SUBMITTING A PROPOSAL FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS PROPOSAL AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS PROPOSAL FOR THE RESPONDENT.

AUTHORIZED SIGNATURE: *Susan S. Janicki* TYPED OR PRINTED NAME Susan S. Janicki
TITLE: Director DATE: July 12, 2021

Okaloosa County

Development of Comprehensive Conservation and Management Plan (CCMP) for the Choctawhatchee Bay Estuary



07.15.21 | Proposal



July 21, 2021

Mr. Jeffrey Hyde
Purchasing Manager
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536

**Development of a Comprehensive Conservation Management Plan (CCMP) for the
Choctawhatchee Bay Estuary
RFP TTD 36-21**

Dear Mr. Hyde:

Janicki Environmental and its team members, Environmental Science Associates (ESA) and Carpe Diem Community Solutions (SDCS), appreciate the opportunity to submit a response to the Okaloosa County Request for Proposals *Development of a Comprehensive Conservation Management Plan (CCMP) for the Choctawhatchee Bay Estuary*. The current members of the Choctawhatchee Bay Estuary Coalition have prioritized the need for the protection of water quality in the Bay, recognizing its importance in maintaining a healthy environment and economy. Following the establishment of the Choctawhatchee Bay Estuary Program (CBEP) office, the development of a Comprehensive Conservation Management Plan is the next integral part of the Coalition.

Collectively, our key personnel have provided more than 50 years of technical support to several National Estuary Programs (NEPs), particularly in Florida. Our proposed Project Manager, **Dr. Tony Janicki**, alone has made contributions to the Florida NEPs for 30 years. Including work that has been incorporated into CCMPs, he has led many efforts such as the establishment of quantitative goals, effective monitoring programs, and management programs often as a product of consensus-building. He has also assisted many NEP partners in dealing with both regulatory agencies, particularly the Florida Department of Environmental Protection and the U.S. Environmental Protection Agency. Recently, he led the efforts to establish estuarine numeric nutrient criteria for the southwest Florida NEPs. He also contributed to a study of the Coastal Dune Lakes for Walton County with particular emphasis on how watershed management can affect water quality in receiving waters. As Project Manager, Dr. Janicki will be responsible for the effective and consistent coordination and communication with CBEP to ensure all task assignments are of the highest quality and remain on track.

Dr. Ray Pribble and **Mike Wessel** of Janicki Environmental will bring their experience and expertise to the CBEP CCMP development. Both have many years supporting the Florida NEPs as well as Clearwater Harbor/St. Joseph Sound CCMP.

ESA will provide strong technical and managerial support to Janicki Environmental on this project. **Mr. Doug Robison** of ESA has a long history of supporting NEPs, including Tampa Bay, Charlotte Harbor, and Mobile Bay. He has served as the project manager and lead scientist/author for the development of Habitat Master Plans for the Charlotte Harbor National Estuary Program and the Tampa Bay Estuary Program. He has also served as lead scientist on several Watershed Management Plans conducted for the Mobile Bay National Estuary Program, including the Fowl River, the Dog River, and Bayou La Batre. Of particular relevance, Mr. Robison served as the

project manager for the development of the RESTORE Act Spill Impact Component State Expenditure Plan (SEP) for the State of Florida. As part of this project, he assisted each of the 23 Florida Gulf coast counties in describing projects they proposed for inclusion in the SEP, and he coordinated the preparation, editing, and publication of the final SEP document for submittal to the Gulf Coast Ecosystem Restoration Council. Mr. Robison will lead the efforts to develop habitat characterization goals & objectives, performance standards, and CCMP action plans.

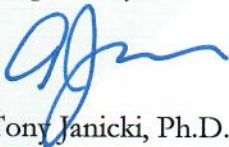
Mr. Chris Warn and **Mr. Eric Schneider** of ESA are also key staff on the project. Mr. Warn also has extensive experience supporting NEP's, including the Mobile Bay and Charlotte Harbor National Estuary Programs. Mr. Eric Schneider of ESA is our proposed Deputy Project Manager. Eric has over 22 years of diverse professional experience in the Florida panhandle both as a regulator and restoration manager for the Florida Department of Environmental Protection and as a consultant managing a wide variety of projects ranging from the preparation of the Perdido Mouse Habitat Conservation Plan to regulatory permitting of large infrastructure projects. Mr. Schneider will assist Dr. Janicki in project management and facilitate interactions with CBEP staff.

Finally, CDCS will provide exceptional local experience in stakeholder engagement and public meeting facilitation. **Ms. Lynn Cherry** of CDCS is an accomplished trainer in communication, leadership, strategic planning, and community development. She is certified by the National Charrette Institute as a charrette facilitator. After a successful career in higher education and with a "seize the day" spirit, Lynn created a Florida panhandle based small business, Carpe Diem Community Solutions, to continue her quest in helping communities. Her extensive community-based experience in training, moderating and facilitating group discussion encompasses focus groups, board retreats, strategic long-range planning, visioning, and community forums. Ms. Cherry will be the lead for the project facilitation and public education and outreach.

Our proposed approach to the successful completion of the CBEP CCMP reflects our past NEP experience. This approach emphasizes the importance of strong science based on frequent collaboration and communication with stakeholders. Our team knows what is required to attain EPA approval of the CCMP, and our proposed approach will result in the cost-effective delivery of an outstanding and technically sound CCMP document that will guide the CBEP for years to come.

In closing, what clearly sets our team apart from the competition is our extensive experience working directly for numerous NEP's. We understand the unique nature of NEP's, the challenges they face, and their potential to engage a wide range of stakeholders to effect positive change for critical estuaries. We very much look forward to bringing our experience to bear for the CBEP on this project. If you have any questions, please do not hesitate to contact Dr. Janicki at (727) 215-0251.

Respectfully,



Tony Janicki, Ph.D.
President

Janicki Environmental, Inc.
1155 Eden Isle Drive NE
St. Petersburg, FL 33704

1

Other Factors



SECTION 1 OTHER FACTORS

The RFP places a lot of emphasis (40 points) on a range of “other factors” that relate to past performance. These other factors include: 1) responsiveness to the needs outlined in the request; 2) ability to meet deadlines, achieve project benchmarks, and provide deliverables in a timely manner; 3) quality of writing ability; 4) expertise in public meeting facilitation; and 5) previous experience with stakeholder-based planning initiatives of a regional scale. The performance of the Janicki Environmental team including Environmental Science Associates (ESA) and Carpe Diem Community Solutions (CDCS), with respect to each of these metrics, is discussed in the sections below. However, the best measures and proof of our high performance come from the satisfaction of our clients. At the end of this section, we include letters of recommendation from the Executive Directors of the following Estuary Programs which speak to the high level of service and quality work products provided by our team:

- Ed Sherwood – Executive Director Tampa Bay Estuary Program (TBEP)
- David Tomasko, Ph.D. - Executive Director Sarasota Bay Estuary Program (SBEP)
- Jennifer Hecker - Executive Director Coastal and Heartland (Charlotte Harbor) National Estuary Partnership (CHNEP)
- Roberta Swann - Executive Director Mobile Bay National Estuary Program (MBNEP)

In addition, we are also including letters of recommendation from Kelli Levy – Pinellas County Public Works Director for whom we developed the Clearwater Harbor/St. Joseph Sound CCMP.

Responsiveness to the Needs Outlined in the Request

The RFP specifically requests the services of a consultant(s) to assist the Choctawhatchee Bay Estuary Program (CBEP) in the development of their first Comprehensive Conservation and Management Plan (CCMP). We are confident in saying that the Janicki Environmental team has by far more cumulative National Estuary Program (NEP) experience than any other consultants competing for this project award. NEPs are unique entities in that they bring together federal, state, local agencies, and a wide range of other stakeholders, under a single umbrella with a specific focus on a waterbody and its watershed. To be successful, the non-regulatory and collaborative nature of NEPs requires a solid foundation of good science and extensive stakeholder engagement. The Janicki Environmental team has a deep understanding of the unique challenges of NEPs, and a long history of providing strong technical and policy support of both designated NEPs as well as non-federal local estuary programs. Some of this experience is summarized below, while Section 2 of this proposal provides more relevant project details.

- Janicki Environmental and key ESA (ESA) staff collaborated on the development of a local Comprehensive Conservation and Management Plan for Clearwater Harbor/St. Joseph Sound, prepared for Pinellas County with additional funding from the Southwest Florida Water Management District.
- Janicki Environmental has developed estuarine nutrient management criteria (NNC) for the TBEP, SBEP, and CHNEP.
- Janicki Environmental conducted a comprehensive water quality status and trends analysis for the CHNEP.
- ESA completed the Habitat Restoration Needs (HRN) habitat master plan for the CHNEP.

Perhaps the best measure of consistent level of performance by a consulting firm is being reselected for multiple consecutive support contracts. Both Janicki Environmental and ESA meet this standard:

- Janicki Environmental has served as the TBEP Technical Support contractor since 1999.
- ESA has served as the SBEP Wetland Coordinator contractor continuously since 1997.

Ability to Meet Deadlines

A key performance measure that is factored into a successful project is the ability to meet deadlines. The Janicki Environmental team are experts who have the unique ability to forecast what is ahead, perform the work in a timely fashion while staying on budget. Examples of CCMP-related projects for which tight deadlines were met under demanding conditions include the following.

- Janicki Environmental assisted the TBEP in development of its original Reasonable Assurance Plan in a timely manner and has provided technical support to the updates completed every five years since then.
- Janicki Environmental was able to develop NNC for the CHNEP in less than year
- Janicki Environmental and ESA completed the Clearwater Harbor/St. Joseph Sound CCMP for Pinellas County in less than 2 years.

Achieve Project Benchmarks

Our team has assisted the four Estuary Programs cited above in both defining appropriate success criteria and benchmarks, and in monitoring the attainment of those benchmarks.

- Janicki Environmental has assisted the TBEP, SBEP, and CHNEP in establishing appropriate site-specific water quality criteria and targets, including NNC adopted by FDEP.
- Janicki Environmental has developed a water quality “report card” and dashboard web applications for the TBEP to consolidate and summarize water quality data, and present it using simplified graphics to support communication of status and trends with non-technical public and elected officials.
- ESA defined habitat targets and benchmarks, and recommended habitat monitoring and assessment methods to measure attainment of those benchmarks, as part of the *Tampa Bay 2020 Habitat Master Plan* prepared for the TBEP.
- Janicki Environmental developed a Reasonable Assurance Plan for Tampa Bay, and has been providing program management support to the TBEP for the Nitrogen Management Consortium which documents attainment of water quality benchmarks.

Provide Deliverables in a Timely Manner

Providing deliverables in a timely manner is consistent with the ability to meeting deadlines. As stated above, and indicated in our client recommendations letters, the Janicki Environmental team has a strong record of completing projects on time and on budget.

Quality of Writing Ability

Our team has developed a strong reputation for conducting sound science and for preparing high quality planning and technical documents. Examples of recent work products which are available on the TBEP, CHNEP, and MBNEP websites include the following:

- Janicki Environmental prepared the *Southwest Florida Tidal Creeks: Nutrient Management Framework and Indicator Development* for the TBEP, SBEP, and CHNEP. A link to this document is provided here: <https://sarasotabay.org/wp-content/uploads/2019-Southwest-Florida-Tidal-Creeks-Nutrient-Management-Framework-and-Indicator-Development.pdf>
- ESA prepared the *Tampa Bay 2020 Habitat Master Plan* prepared for the TBEP. A link to this document is provided here: https://drive.google.com/file/d/1Hp0L_qtbp1JxKJoGatdyuANSzQrpL0I/view

- ESA prepared *Tampa Bay Habitat Restoration: Best Management Practices Manual* for the TBEP. A link to this document is provided here:
<https://drive.google.com/file/d/1mUEAPFsdFiD29LtKzqfkCfyuvpU12mgM/view>

Expertise in Public Meeting Facilitation

As noted above, NEP projects are typically very collaborative and involve extensive technical and public stakeholder involvement. Our team has deep experience with a wide variety of stakeholder and public meeting facilitation, including: technical advisory committees, scientific review panels, agency managers, elected officials, and the general public. A well-crafted community outreach program that follows the EPA's Public Participation Guide will be created. This program will include elements that garner public participation in the decision-making and gives full consideration to public input in the decision-making process. Lynn Cherry of CDCS has uniquely been trained by the Kettering Foundation to moderation deliberative democracy as well as received her certification to facilitate a charrette by the National Charrette Institute. Deliberative democracy encourages participants to weigh the pros, cons, cost, consequences, and trade-offs to decisions. Lynn is the only individual in northwest Florida that has been trained by the National Charrette Institute. These unprecedented skills set combined with Lynn's environmental leadership and volunteerism makes the Janicki Environmental team uniquely qualified to facilitate the strategic planning needed to create the Choctawhatchee Bay Estuary Comprehensive Conservation and Management Plan.

- FL State Parks State-wide Conference Master of Ceremony (CDCS)
- American Planners Association FL Chapter Strategic Planning Facilitator (CDCS)
- Okaloosa County Homeless Community Deliberation Series Facilitator (CDCS)

Previous Experience with Stakeholder-Based Planning Initiatives of a Regional Scale

The development of a CCMP is an intensely stakeholder-driven planning process that blends solid science with technical stakeholder and public input. As noted in our client recommendation letters, the Janicki Environmental team has deep experience with our previous CCMP development, and other related stakeholder-driven planning processes. Tony Janicki and Ray Pribble (Janicki Environmental) and Doug Robison (ESA) previously worked together in the preparation of the first CCMP for the Tampa Bay Estuary Program in 1996. Since then, they have provided similar services on dozens of other projects, as noted below.

- Janicki Environmental assisted the TBEP in the establishment of the Nitrogen Management Consortium and has provided technical support services since its inception.
- ESA was responsible for the preparation of the Florida State Expenditure Plan, the coastal management plan describing how the Florida Gulf counties will utilize their share of the RESTORE Act Spill Act Component.
- ESA has been involved in the preparation of six Watershed Management Plans for the MBNEP. All of these plans have included extensive technical and public involvement.
- Janicki Environmental represented Volusia County and several other stakeholders in development of the Mosquito Lagoon RAP.
- Janicki Environmental, representing Brevard County, worked with more than ten other stakeholders in development of revisions to the TMDL for the Indian River Lagoon.

In summary, we have a strong record of excellent past performances and outstanding work product quality on work conducted for NEPs. We are confident in saying that our team has by far more cumulative Florida NEP experience than any other consultants competing for this project award. The best proof of our excellent service comes from the words of our clients included in the recommendation letters that follow.



June 29, 2021

Subject: Letter of Support for Technical Services Associated with Development of the
Choctawhatchee Bay Estuary Program

To Whom it May Concern,

On behalf of the Tampa Bay Estuary Program (TBEP), I am pleased to provide this letter of support for Janicki Environmental Inc.'s technical services to a burgeoning estuary program.

The TBEP is one of 28 federally-recognized National Estuary Programs, an independent special district of the state of Florida, and an intergovernmental partnership between Hillsborough, Manatee, Pasco and Pinellas counties; the cities of Tampa, St. Petersburg and Clearwater; the U.S. Environmental Protection Agency (EPA); the Southwest Florida Water Management District (SWFWMD); and the Florida Department of Environmental Protection (FDEP), whose mission is to build partnerships to restore and protect Tampa Bay. These partners have pledged, through a binding [Interlocal Agreement](#), to achieve the science-based goals and priorities of [Charting the Course: The Comprehensive Conservation and Management Plan](#) for Tampa Bay (CCMP).

Throughout the course of TBEP's 30-year history, Janicki Environmental Inc. has provided invaluable technical support services to our Program that helped: 1) define science-based, numeric restoration targets for Tampa Bay; 2) identify research, monitoring and ecological process model gaps to further protect and restore the Bay; 3) refine the actions and strategies developed through three iterations of our CCMP; and 4) facilitate discussions and actions stemming from our advisory committees and the [Tampa Bay Nitrogen Management Consortium](#) (TBNMC). In fact, Janicki Environmental Inc. still serves our Program in this capacity as our active Technical Support and TBNMC Support contractor in 2021.

Therefore, I wholeheartedly recommend Janicki Environmental, Inc. for any work that may be required by the Choctawhatchee Bay Estuary Program to develop and implement a management plan focused on protecting and restoring that special place along Florida's panhandle. If you had any other questions regarding my recommendation for their services, please do not hesitate to contact me directly at esherwood@tbep.org or (727)893-2765.

Sincerely,

A handwritten signature in blue ink that reads "Ed Sherwood". The signature is written in a cursive style.

Ed Sherwood
Executive Director

TAMPA BAY ESTUARY PROGRAM

263 13TH Avenue South; Suite 350; St. Petersburg, FL 33701; (727) 893-2765; FAX (727) 893-2767; www.TBEP.org
POLICY BOARD: HILLSBOROUGH COUNTY, MANATEE COUNTY, PINELLAS COUNTY, PASCO COUNTY, CITY OF CLEARWATER, CITY OF ST. PETERSBURG,
CITY OF TAMPA, FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT,
U.S. ENVIRONMENTAL PROTECTION AGENCY.



COASTAL & HEARTLAND NATIONAL ESTUARY PARTNERSHIP
326 West Marion Ave, Punta Gorda FL 33950-4416
941/575-5090, Toll-free 866/835-5785
www.CHNEP.org

July 6, 2021

RE: Janicki Environmental and Environmental Science Associates Proposal for the development of a Choctawhatchee Bay Comprehensive Conservation and Management Plan (RFP TDD 36-21)

To Whom It May Concern:

This letter on behalf of the Coastal & Heartland National Estuary Partnership (CHNEP) is provided in reference to the proposal from Janicki Environmental and Environmental Science Associates to develop the Choctawhatchee Bay Comprehensive Conservation and Management Plan (CCMP). The CHNEP is an entity in the US Environmental Protection Agency's National Estuary Program, created by Section 320 of the Clean Water Act. The CHNEP is a partnership of local, state and federal governmental entities, as well as non-governmental natural resource stakeholders. Our mission is to unite Central and Southwest Florida to protect and restore water and wildlife in the Congressionally-designated "estuaries of national significance" and their watersheds in Central and Southwest Florida.

Prior to my tenure of leading the CHNEP, Janicki Environmental developed water quality targets and thresholds that led to development of numeric nutrient criteria for CHNEP area estuaries, as well as created a water clarity report card and a status and trends assessment for CHNEP waterbodies. Since then, I have worked personally with both organizations on important projects that support the implementation of core CHNEP CCMP objectives. Janicki Environmental worked with CHNEP staff and other existing NEP entities along the Gulf to develop a tidal creeks water quality assessment framework to screen a large population of creeks and help prioritize management actions. Environmental Science Associates worked with us to develop a holistic regional Habitat Conservation Plan, which combined all existing habitat conservation mapping and incorporated climate change data to identify areas important to habitat migration. From my direct experience, both of these firms have the staff and expertise that qualify them to undertake such an arduous task of developing a CCMP.

Please feel free to contact me at jhecker@chnep.org if I can provide any additional information. Thank you for your efforts to protect and restore Florida's waters.

Sincerely,

Jennifer Hecker
Executive Director



RE: Janicki Environmental and Environmental Science Associates Proposal for the development of a Choctawhatchee Bay Comprehensive Conservation and Management Plan (RFP TDD 36-21)

To Whom It May Concern:

This letter is being provided on behalf of the Sarasota Bay Estuary Program (SBEP) in reference to the proposal from Janicki Environmental and Environmental Science Associates to develop the Choctawhatchee Bay Comprehensive Conservation and Management Plan (CCMP).

The SBEP was created by the U.S. Environmental Protection via Section 320 of the Clean Water Act, and it operates as a partnership of local, state and federal governmental entities, as well as non-governmental natural resource stakeholders. Our mission is to provide technical guidance and local stakeholder input to protect and restore water quality and natural resources for this Congressionally-designated “estuary of national significance.”

Janicki Environmental has developed pollutant load models and worked to produce draft water quality targets for the SBEP, and they also worked with SBEP staff and other entities in Southwest Florida to develop a tidal creeks water quality assessment framework to help prioritize management actions.

For more than two decades, Environmental Science Associates has served as the SBEP’s Wetland Coordinator. In this role ESA has monitored habitat status and trends, assisted the program in developing wetland and habitat restoration priorities, and has designed, helped to obtain permits, and oversaw the implementation of several important habitat restoration projects in the watershed.

Key staff from Janicki Environmental and Environmental Science Associates have a long-established working relationship and extensive experience in supporting National Estuary Programs along the Gulf coast, and it is my opinion that Choctawhatchee Bay stakeholders would be served well by this team.

Please feel free to contact me at dave@sarasotabay.org if I can provide any additional information.

Sincerely,

David Tomasko, Ph.D.
Executive Director

Restoring Our Bays

111 S. Orange Avenue, Suite 200W, Sarasota, FL 34236
tel: 941.955.8085 | fax: 941.955.8081 | www.sarasotabay.org | info@sarasotabay.org



MOBILE BAY NATIONAL ESTUARY PROGRAM

July 1, 2021

Re: Letter of recommendation for Environmental Science Associates

To Whom It May Concern:

I am writing on behalf of the Mobile Bay National Estuary Program (MBNEP) to provide a recommendation and express support for Environmental Science Associates (ESA). The MBNEP is guided by a Comprehensive Conservation and Management Plan (CCMP), created collaboratively by members of an extensive Management Conference comprising federal, state, and local agencies, academia, industry, business, NGOs, and citizen groups. It is based on local input and supports local priorities to protect water quality, sustain key populations of living resources, manage vital habitats, mitigate human impact, and build citizen stewardship. ESA provided technical support as we recently updated our CCMP and its strategies for years 2019 through 2023. Most of MBNEP's capacity is directed towards implementation of projects that address CCMP goals and objectives and recommendations from the comprehensive watershed management plans (WMPs) it prescribes.

ESA is a valuable member of the MBNEP Management Conference and a valued contractor who has supported the MBNEP since 2014. They have provided comprehensive water quality, resilience, environmental planning, coastal engineering, habitat restoration, and public outreach support on numerous planning and design projects, including:

- Fowl River Coastal Habitat Restoration – Phase I Engineering and Design (AL)
- Deer River Coastal Marsh Stabilization and Restoration 0 Phase I Engineering and Design (AL)
- Dog River Watershed Management Plan
- Fowl River Watershed Management Plan
- West Fowl River Watershed Management Plan
- Bayou La Batre Watershed Management Plan
- Eastern Shore Watershed Management Plan
- Dauphin Island Watershed Management Plan

We have a high degree of trust and confidence in ESA and its staff, whom I highly recommend to provide complex planning, environmental, and engineering services. If you wish to discuss our experiences with or recommendation of ESA, I can be reached at 251-380-7940 or rswann@mobilebaynep.com.

Sincerely,

Roberta Arena Swann
Director

July 7, 2021

RE: Janicki Environmental Letter of Recommendation for the Development of a Comprehensive Conservation and Management Plan

To Whom it May Concern,

Pinellas County is honored to be a founding member of the Tampa Bay Estuary Program (TBEP); however, about a third of the County sits outside the TBEP boundary and we found ourselves without a roadmap for ensuring the longterm health of these important resources.

Guided by the TBEP Comprehensive Conservation and Management Plan (CCMP) and U.S. Environmental Protection Agency we sought a team to help us develop a CCMP for Clearwater Harbor and St. Joseph Sound. Janicki Environmental was awarded that contract and worked side by side with the County, partner cities, and other stakeholders to develop the CCMP which was comprised of a State of the Resource Report, goals and strategies, action plans, a project and action plan database, data and information gaps for evaluation, and recommendations for implementation and monitoring.

We have used this important document to help guide our management actions and are incorporating many of the CCMP goals and strategies in our Comprehensive Plan update. We reference the CCMP in grant applications and have partnered with our cities to implement collaborative projects and programs.

Janicki Environmental and their project team are incredibly experienced and their knowledge of Florida estuaries, habitats, and water quality is unparalleled. They have tremendous partnerships with the state and federal agencies that brought great value to the development of our CCMP. They have worked on many CCMP efforts and the development of habitat master plans, numeric nutrient criteria, and Reasonable Assurance Plans just to name a few. I highly recommend this project team to lead your CCMP development.

If you have any questions please reach out to me at 727-464-3317 or klevy@pinellascounty.org.

Respectfully,



Kelli Hammer Levy, M.S., MPA
Director, Public Works

2

Qualifications and Experience



SECTION 2 QUALIFICATIONS AND EXPERIENCE

Consultant Experience and Past Performance

This section of our submittal provides descriptions of the firms comprising our team, key personnel, and a number of past projects that demonstrate our ability to provide the CBEP an effective and efficient CCMP.

Janicki Environmental, Inc.



Janicki Environmental, Inc., founded in 1999, provides services in the areas of ecological and environmental analysis and assessment. Our staff of 7 employees is located in St. Petersburg, Florida, where we have been in business for 22 years. We have recognized wide-ranging expertise in the areas of estuarine and freshwater ecology, watershed management, water quality modeling and assessments, hydrodynamic modeling, monitoring program design, limnology and lake restoration, and data management and analysis. Janicki Environmental has demonstrated its ability to respond to the specific needs of its clients in a technically exemplary and timely manner. Our clients represent a wide spectrum of environmental interests, including local, state, and federal government agencies, and private sector groups. Specifically, we have worked with the U.S Environmental Protection Agency (EPA), the Florida Department of Environmental Protection (FDEP), and the Tampa Bay Estuary Program (TBEP), Sarasota Bay Estuary Program (SBEP), and Coastal & Heartland National Estuary Partnership (CHNEP) (formerly the Charlotte Harbor National Estuary Program) in development of appropriate nutrient criteria for streams and estuaries.

Janicki Environmental is recognized for its ability to address some of the more challenging and timely environmental issues in Florida. Our firm has provided its expertise and experience to the evaluation of impaired water bodies following establishment of the Impaired Waters Rule. Specifically, we conducted the data analyses that supported the chlorophyll a threshold for estuarine waters in Florida as well as providing an assessment of the processes employed by FDEP in developing its Impaired Waters list. Most recently, we have provided assistance in the review of proposed Total Maximum Daily Loads (TMDLs) and development of appropriate paths forward for TMDL development in multiple water bodies in the Tampa Bay watershed and around the state. This has involved working closely with FDEP and EPA in the TMDL process. Another major environmental issue for which our firm's expertise is recognized is the establishment of Minimum Flows and Levels (MFLs). We have worked closely with the Southwest Florida, Suwannee River, Northwest Florida, and St. Johns River water management districts in setting MFLs for a series of freshwater and tidal rivers and springs. We have also contributed significantly to the identification and assessment of potential alternative water supply sources in the state. A key advantage we offer compared to other firms is the demonstrated expertise of our staff in the analysis and interpretation of large data sets and in the design and execution of statistically reliable environmental sampling and assessment programs.

Since our establishment in 1999, we have served as the technical support contractor for the TBEP, addressing a broad array of water quality and quantity issues called for by the Tampa Bay CCMP, including establishment of Numeric Nutrient Criteria (NNC). Additionally, we have worked for the CHNEP in development of pollutant loadings, evaluation of water quality status & trends, establishment of NNC, and other special studies such as optical model development. For the SBEP, we have established chlorophyll and seagrass targets, developed pollutant loading estimates, and developed NNC.

Our ability to respond to specialized client needs has contributed to our success. This flexibility has been demonstrated by our work on large projects whose objectives were to develop innovative solutions to complex problems, as well as by our work on smaller scale jobs where the primary needs were to efficiently conduct more routine tasks. The common link is our corporate commitment to technical excellence and client satisfaction.

The State of Florida recognizes Janicki Environmental, Inc. as a Woman-Owned Business Enterprise.

ENVIRONMENTAL SCIENCE ASSOCIATES



Environmental Science Associates (ESA) is a multi-disciplined environmental consulting firm serving clients ranging from government agencies to nonprofits to private industry. Formed in 1969 in San Francisco, CA, ESA brings over 50 years of experience in a wide range of environmental services, including:

- Environmental assessments and impact statements;
- Natural resource planning and management;
- Regulatory analysis, permitting, and compliance;
- Environmental monitoring program design and implementation;
- Biological, cultural, and water resource studies and investigations;
- Water quality (TMDLs/BMAPs) impairment assessments and compliance;
- Ecosystem restoration and mitigation design;
- Land and wildlife management services;
- Geospatial analysis and remote sensing; and
- Climate adaptation planning and resilience solutions.

ESA employs over 500 environmental scientists, planners, engineers and cultural resource experts dedicated to forming enduring partnerships and raising industry standards. Through our diverse practice groups and multiple offices nationwide, ESA's nimble, multidisciplinary teams provide world class expertise combined with attentive client service to deliver innovative and cost-effective solutions to our client's most challenging environmental problems. ESA is also a 100-percent employee-owned firm with a demonstrated record of corporate stability and controlled growth – important factors that foster trusting and enduring partnerships with our clients. With offices in Tampa, Orlando, Sarasota, Fort Lauderdale, Pensacola, and Mobile, AL, ESA is able to provide our full suite environmental services for clients throughout Florida and the northern Gulf.

ESA has made a strong commitment to Gulf restoration and estuarine management. The firm was responsible for the preparation of the Florida State Expenditure Plan which addresses how the state will utilize its share of the RESTORE Act Spill Impact Component. We have also prepared numerous watershed management plans and habitat master plans and have conducted habitat restoration projects and various scientific studies, for several National Estuary Programs on the Gulf and Pacific coasts, including: Tampa Bay, Sarasota Bay, Charlotte Harbor, Mobile Bay, Puget Sound, and San Francisco Bay. We understand the challenges facing estuary programs, and have extensive experience in assisting new programs and their member local governments and agencies in reaching scientific consensus and building collaboration.

Finally, ESA integrates rigorous science with practical engineering solutions to address a range of problems affecting the continuum of ecosystems ranging from the headwaters to the coast. We

specialize in the planning and design of multi-objective projects that result in sustainable flood protection, water quality improvement, ecosystem restoration, and recreational benefits. The key to this success is first fully understanding the root causes of observed problems, and then developing solutions that work with rather than against the natural processes involved. Over the last 30 years, many of ESA's stream, wetland, and coastal restoration projects, and watershed management plans, have been implemented resulting in both lasting ecological and economic benefits as well as an extensive knowledge base of lessons learned to apply to future projects.

CARPE DIEM COMMUNITY SOLUTIONS

Formed in 2003, as the Latin translation suggests, Carpe Diem Community Solutions (CDCS) is a 'seize the day' company. Carpe Diem Community Solutions, Inc is a DBE and WBE business and located in Panama City, Florida where it houses their seven full time and four part time staff members.



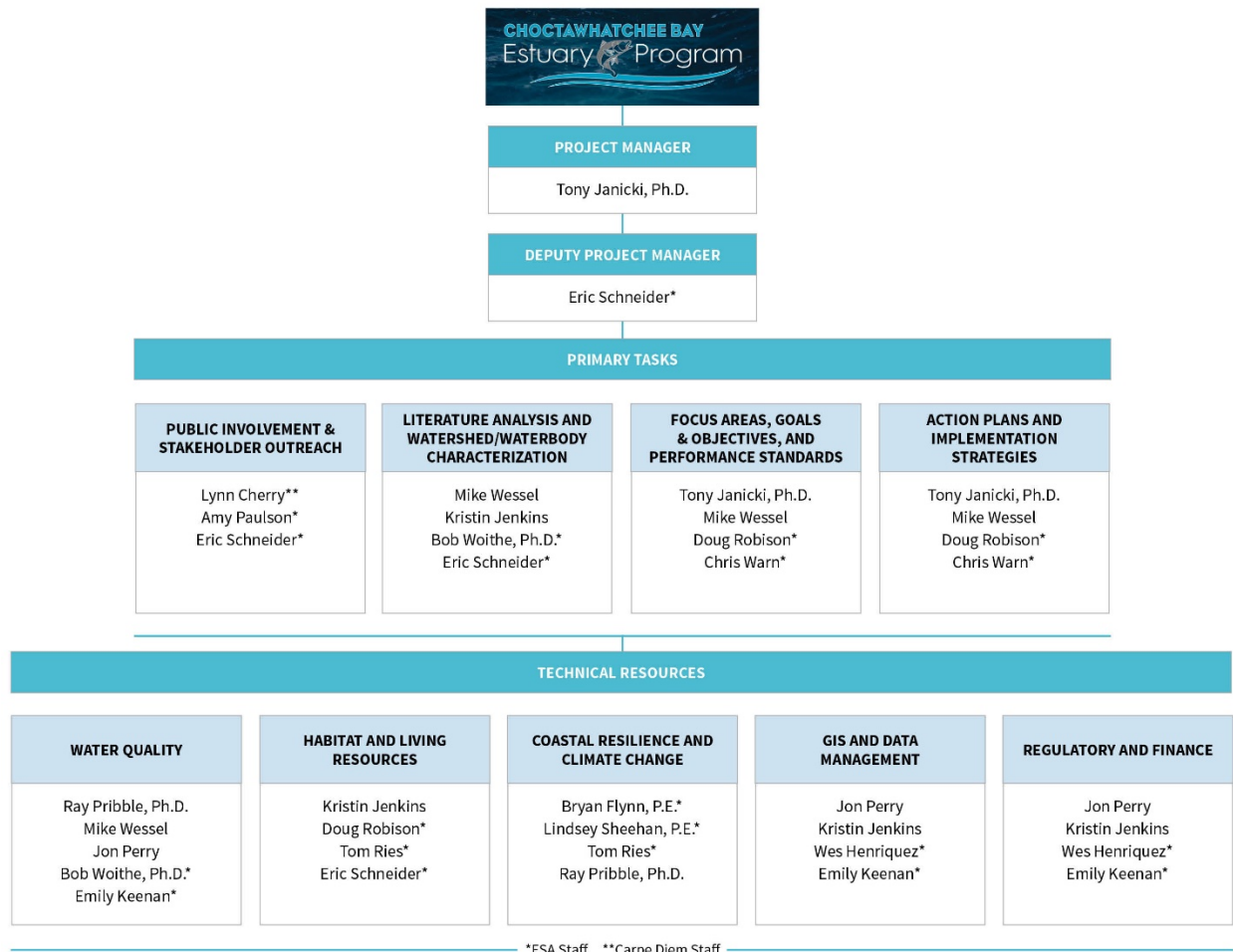
CDCS recognizes that often public involvement is needed for communities to move forward with the decision-making process. One of CDCS's core services is facilitation of public meetings. CDCS facilitates public meetings using interactive deliberative methods that embrace the public voice. This deliberative method supports the creation of common ground. When the long-range plans for exceptional water resources are under review, citizens should be encouraged to share their opinions, their concerns, and their knowledge. Citizens weigh choices and are asked to analyze each option, the arguments for and against each option, their trade-offs, costs, and consequences. CDCS encourages citizens to examine their values as individuals and as community members. Public involvement sessions enable diverse groups of citizens to determine together what direction they want to take, what kinds of action they favor and what they oppose, for the common good. This provides a means to citizens to move from making individual choices to making choices as members of their community.

At CDCS, careful consideration is applied to assembling the team whose mix of talent, knowledge, and skills best meets the client's needs. CDCS president, Lynn Cherry, serves as the facilitator. Lynn is a trained strategic planner who has facilitated the development of numerous strategic and vision plans. A wide range of experience, backgrounds, and interests make CDCS uniquely qualified to facilitate the Choctawhatchee Bay Estuary's strategic plan efficiently. CDCS is a small business licensed in Florida, certified by the State of Florida as both a Disadvantage Business Enterprise (DBE) and a Woman-Owned Business Enterprise (WBE).

Consultant Qualifications, Organization, and Key Personnel

Project Team Organization

The following graphic presents the organizational structure of our proposed team.



Key Personnel and Project Roles

Tony Janicki, Ph.D. Dr. Janicki is President of Janicki Environmental with a Ph.D. in Biology from West Virginia University. He has more than 40 years of experience with recognized expertise in the areas of aquatic ecology, water quality modeling and assessments, monitoring program design, limnology, estuarine ecology, and biological assessments. Over the past 25 years he has worked closely with the TBEP, SBEP, and CHNEP to address a broad array of water quality and quantity issues in support of implementation of the Programs' CCMPs. His work linking water quality to biotic responses is widely recognized. Dr. Janicki led the efforts to establish seagrass, water quality, and loading targets, and numeric nutrient criteria for Tampa Bay, Sarasota Bay, Charlotte Harbor, and Clearwater Harbor/Saint Joseph Sound. His recent efforts include management of a study of Walton County's Coastal Dune Lakes, which included an evaluation of how water quality conditions are related to watershed characteristics and pollutant loadings, with this information used to provide a technically defensible framework for assessing changes expected in response to future watershed changes and recommending targets. Much of Dr. Janicki's professional career has involved analysis and interpretation of environmental data, ranging from techniques that relate stressor variables to response variables as well as more descriptive techniques such as multivariate analyses. Dr. Janicki has advocated the use of empirical modeling and has been recognized as an expert in the application of statistical models to predict water quality responses to environmental change, particularly in estuarine waters. As Project Manager, Dr. Janicki's primary focus will be:

- Effective and consistent coordination and communication with CBEP to ensure all task assignments remain on track;

- Consistent coordination and communication with project team;
- Efficient scheduling and budget controls;
- Design and completion of high quality deliverables meeting that exceed the needs of the CBEP; and
- Ensuring all QA/QC policies for data quality during collection, storage, analysis, and reporting are followed for compliance and greatest effectivity.

Eric Schneider is a senior scientist and project manager with ESA. He holds a B.S. degree in Environmental Science from the University of West Florida. Mr. Schneider has a 22-year background in environmental analysis, restoration, and regulation. He has focused on environmental support for numerous transportation projects and studies that span three FDOT and the Alabama Department of Transportation. His experience includes scientific support for public infrastructure projects, including: environmental assessments and impact statements; biological assessments; Section 7 consultation, mitigation planning and multi-agency regulatory coordination; restoration and development of monitoring plans for sediment impacts to streams and wetlands in Northwest Florida; seagrass surveys and essential fish habitat assessments; threatened and endangered plant surveys; and wetland mitigation monitoring. He was project manager/lead author for Florida Perdido Key Programmatic Habitat Conservation Plan prepared for Escambia County. Prior to his consulting career, Mr. Schneider managed grant contracts for the Northwest Florida Water Management District's Florida Forever Capital Improvements Grant Program, including projects funded in the Choctawhatchee River watershed. In addition, he held various management positions with the FDEP Northwest District, including managing the daily operations of the Ecosystem Restoration Section. In this role, Mr. Schneider implemented restoration projects in Perdido Bay, Choctawhatchee Bay, and Apalachicola Bay. These projects involved extensive coordination with multiple partners from federal, state, and private organizations, as well as stakeholder coordination, public meetings and media communications. Mr. Schneider is based in the ESA Pensacola office. Mr. Schneider will serve as Deputy Project Manager and local liaison and will contribute to both the stakeholder engagement and waterbody/watershed characterization activities.

Lynn Cherry, M.S., is an accomplished trainer in communication, leadership, strategic planning, and community development. She is certified by the National Charrette Institute as a charrette facilitator. Lynn has a Master's Degree from Florida State University and a Bachelor's Degree from Auburn University. After a successful career in higher education and with a "seize the day" spirit, Lynn created a Florida panhandle based small business, Carpe Diem Community Solutions, to continue her quest in helping communities. Her extensive community-based experience in training, moderating and facilitating group discussion encompasses focus groups, board retreats, strategic long-range planning, visioning, and community forums. She creates public engagement and awareness strategies that focus on and garner community approval. Lynn has received numerous awards from local and state organizations for her leadership in community-based programs. What began as a girl scout, Lynn now has a passion for Florida's outdoors. In 1995, she led the \$13,500,000 state acquisition of 180-acre beach front property state acquisition process to acquire and support the development of Camp Helen State Park in Panama City Beach. These efforts lead to the first in the nation partnership between a state park and a community college. Lynn is the recipient of The Nature Conservancy Florida Chapter Grassroots Leader, Bay County Audubon Society Conservationist of the Year, Florida State Parks Citizen Support Organization of the Year, Florida State Parks Best in the District awards, and a 25 year-appreciation certificate for her leadership and volunteerism at Camp Helen State Park. Ms. Cherry will be the lead for the project facilitation and public education and outreach.

Ray Pribble, Ph.D. Dr. Pribble is Senior Vice President of Janicki Environmental with a Ph.D. in Marine Science from the University of South Florida. He has more than 30 years of experience in ecosystems analysis. His areas of expertise include hydrodynamic and water quality modeling, with application to addressing the effects of modified flows and nutrient loads on ecosystem health. He has worked closely with the TBEP, SBEP, and CHNEP, providing technical assistance to the TBEP and the TBNMC continuously over the last 25 years. He played a key role during the development of the TBEP's 2009 Reasonable Assurance (RA) Addendum, provided technical support for the 2012 and 2017 RA Updates, and is currently involved in the 2022 RA Update, working closely with TBEP staff and TBNMC partners in collating the information needed to develop pollutant loadings to Tampa Bay for 2017-2021 and evaluating compliance with entity-specific nitrogen loading allocations. He assisted in development of estuarine NNC for all three Programs. Dr. Pribble will have a lead role in the technical characterization and water quality related goals & objectives, performance standards, and CCMP action plans.

Michael Wessel, MSPH. is Vice President at Janicki Environmental with an MSPH (Master of Science in Public Health) in Biostatistics from the University of South Florida. He is a quantitative ecologist with more than 20 years of experience in the environmental sciences. His area of expertise includes statistical analysis of water quality data, development of stressor-response models to determine appropriate water quality thresholds based on important ecological endpoints, and consultation on regulatory aspects of FDEP's Impaired Waters Rule. Mr. Wessel has a breadth of experience providing consultation and statistical support to clients involved in natural resource decision making issues in Florida. His principal duties include the application of advanced statistical techniques to ecological datasets, optimization of sampling designs, power analysis, project management, and publication in the environmental and health science fields. He has developed habitat suitability models based on generalized linear modeling to evaluate habitat suitability for fish and benthos in Tampa Bay and applied those models to describe shoreline habitat preferences of estuarine dependent fishes in Tampa Bay tidal rivers to inform restoration strategies for the three National Estuary Programs of southwest Florida. Mr. Wessel will have a lead role in the technical characterization and water quality related goals & objectives, performance standards, and CCMP action plans.

Doug Robison, M.S., PWS. Mr. Robison is a principal scientist with ESA. He holds and M.S. degree in Marine Science from the University of South Florida College of Marine Science, and is a certified Professional Wetland Scientist. He has over 39 years of experience in ecological assessments, coastal planning, watershed management, and habitat restoration. Mr. Robison served as the project manager for the development of the RESTORE Act Spill Impact Component State Expenditure Plan (SEP) for the State of Florida. As part of this project he assisted each of the 23 Florida Gulf coast counties in describing projects they proposed for inclusion in the SEP, and he coordinated the preparation, editing, and publication of the final SEP document for submittal to the Gulf Coast Ecosystem Restoration Council. Mr. Robison has extensive experience working with National Estuary Programs on the Gulf coast. Since 2017 he has served as the project manager and lead scientist/author for the development of Habitat Master Plans for the Charlotte Harbor National Estuary Program and the Tampa Bay Estuary Program. He has also served as lead scientist on several Watershed Management Plans conducted for the Mobile Bay National Estuary Program, including the Fowl River, the Dog River, and Bayou La Batre. Prior to joining ESA, Mr. Robison served on the consultant team that prepared the original Comprehensive Conservation and Management Plan for the Tampa Bay National Estuary Program in 1996, was a co-author of the TBEP's original 1997 Habitat Master Plan, and the lead author of the 2010 Habitat Master Plan Update. Mr. Robison is based in the ESA Tampa office. Mr. Robison will have a lead role in

developing habitat characterization and habitat-related goals & objectives, performance standards, and CCMP action plans.

Kristin Jenkins, M.S., CFP. Ms. Jenkins is a Scientist at Janicki Environmental with an M.S. in Fisheries from the College of William and Mary and is a Certified Fisheries Professional. She has more than 20 years of experience in the areas of estuarine ecology, watershed assessment (status and trends), data management and analysis, and fisheries biology. Ms. Jenkins has spent the majority of her career working in Southwest Florida, including Tampa Bay, Sarasota Bay, and Charlotte Harbor watersheds. Her focus is the collection and analysis of hydrologic, biologic (macro invertebrates, zoo- and ichthyoplankton, and fish), and water quality data for large hydrobiological monitoring programs and assessment of results for environmental impacts to the potentially affected estuaries. She has worked around the state on MFLs, analyses of status and trends of water quality and quantity, water clarity target setting, evaluation of TMDLs, and the effects of altered hydrology on estuarine systems. She has conducted research and published peer-reviewed manuscripts on the biology of freshwater, anadromous, and marine pelagic fish species. Ms. Jenkins will contribute to the technical characterization and aquatic biology related goals & objectives, performance standards, and CCMP action plans.

Jon Perry, B.S., GISP. Mr. Perry is a Scientist at Janicki Environmental with a B.S. from Norwich University in Earth Science and is a Certified GIS Professional. He has more than 25 years of experience with expertise in monitoring design and implementation, geographic information system technology, watershed assessment (status and trends), and modeling (hydrologic/pollutant load). He has provided technical assistance for the TBEP, SBEP, and CHNEP, and been a member of the Technical Advisory Committees of both the SBEP and the CHNEP. Recent pertinent experience includes a study of Walton County's Coastal Dune Lakes, for which Mr. Perry completed an evaluation of how water quality conditions are related to watershed characteristics and pollutant loadings. This information was used to provide a technically defensible framework for assessing changes expected in response to future watershed changes and recommending targets. Another recent effort included development of pollutant loads for the SBEP in the first phase of developing a Reasonable Assurance Plan for the SBEP estuarine waters. Mr. Perry will contribute the inventory and acquisition of aerial imagery, GIS data layer compilation, map development; and will contribute to the regulatory review.

Thomas Ries. Mr. Ries is a principal scientist with ESA. He holds a B.S. degree in Biological and Geological Science from the University of South Florida. He has over 37 years of experience in ecological assessments, coastal restoration protection planning, and habitat restoration implementation. Mr. Ries has extensive experience working with National Estuary Programs on the Florida Gulf coast. He served as the project manager for the development of the Tampa Bay Habitat Restoration Best Management Practice Manual for the Tampa Bay Estuary Program. In addition, Mr. Ries served as the project manager for the Freshwater Habitat Master Plan also prepared for the TBEP. That project assessed freshwater wetland status and trends in the Tampa Bay watershed and developed restoration and mitigation priorities and strategies to restore the balance of forested and herbaceous wetlands in the watershed. He also spearheaded the following initiatives: Longshore Bars project, Feather Sound Saltern restoration and drafted components of their Integrating Science and Resource Management report. Mr. Ries currently serves as the contracted Wetland Program Manager for the Sarasota Bay Estuary Program, continuously since 1997, in this role he designed all of their coastal habitat restoration and living shoreline projects, with over 50 constructed projects in the ground to date. Previously, Mr. Ries served as a project manager for the Southwest Florida Water Management District's SWIM program and oversaw the implementation of 85 coastal habitat

restoration projects in west central Florida. Mr. Ries will contribute to habitat characterization and to the assessment of coastal resilience and climate change risks and living shoreline action plans.

Bryan Flynn, P.E. Mr. Flynn is a senior coastal engineer with ESA. He holds a B.S. degree in Coastal Engineering from the Florida Institute of Technology, and an M.E. degree in Civil and Water Resource Engineering from the University of South Florida. He is a registered Professional Engineer in Florida and Alabama. Mr. Flynn has over 19 years of professional experience in coastal engineering, hydrographic surveying, permitting, project management and construction administration. His areas of expertise include beach nourishment, inlet processes, coastal erosion control, dredging and navigation, permitting, shoreline protection, and coastal restoration and resilience. Mr. Flynn served as the project engineer for the development of the RESTORE Act Spill Impact Component State Expenditure Plan for the State of Florida, and has conducted Best Available Science reviews for the Department of Treasury for RESTORE Act Direct Component projects distributed Gulf-wide. Mr. Flynn has also served as project manager/engineer for the design and construction for a variety of living shoreline and coastal habitat restoration projects along the Gulf coast. Mr. Flynn has also conducted long-term coastal resiliency planning, coastal geophysical modeling, and restoration design for the U.S. Fish & Wildlife Service at the Prime Hook National Wildlife Refuge on Delaware Bay. Mr. Flynn will contribute and to the assessment of coastal resilience and climate change risks, as well as living shoreline and grey infrastructure action plans.

Chris Warn is a senior scientist with ESA. He holds a B.S. degree in Earth Systems Science and Policy from California State University. Mr. Warn has over 23 years of experience in coastal and watershed studies, management, and restoration. He has worked throughout the nation on complex environmental projects including the emergency response to the Deepwater Horizon oil spill and subsequent NRDA and continues to be actively involved in restoration projects funded from the oil spill fines. He has supported a wide range of environmental programs from Everglades restoration to port deepening and expansion projects. He has a long history supporting National Estuary Programs including Mobile Bay, Sarasota Bay, Tampa Bay, and Charlotte Harbor Estuary Programs. Mr. Warn served as the ESA project manager and technical lead supporting the Mobile Bay NEP in updating their Comprehensive Conservation and Management Plan. For this update Mr. Warn worked with the NEP and the State of Alabama's Department of Conservation and Natural Resources to address the needs of the Alabama Coastal Nonpoint Pollution Control Program into the CCMP revision. In addition, Mr. Warn served as the project manager for several Watershed Management Plans prepared for the MBNEP including: Bayou La Batre, West Fowl River, Dauphin Island, and Mobile Bay Eastern Shore. Mr. Warn will have a lead role the development of CCMP goals & objectives, performance standards, and action plans; as well as coordination with Alabama representatives.

Lindsey Sheehan, P.E. Lindsey is a hydrologist and coastal engineer specializing in sea-level rise planning, blue carbon quantification, and the restoration of coastal and estuarine ecosystems. She holds a B.S. degree in Environmental Engineering from MIT and an M.S. degree in Environmental Fluid Mechanics and Hydrology from Stanford. Her work at ESA includes managing projects while conducting and overseeing numerical modeling, GIS analysis, field data collection, and hydrologic, geomorphic, and water and sediment quality technical analyses in support of shoreline and tidal wetland restoration projects and coastal processes assessments. Lindsey has served as the project manager and lead engineer on the San Diego Bay Oyster Restoration Project, as well as numerous coastal wetland restoration projects along the West Coast. Ms. Sheehan was the lead modeler for the Charlotte Harbor National Estuary Program Habitat Restoration Needs Project and the Habitat Resiliency to Climate Change Study. She also led the habitat evolution modeling for the MBNEP's West Fowl River, Fowl River, Bayou La Batre, and Dog River Watershed Management Plans. Ms.

Sheehan will contribute and to the assessment of coastal resilience and climate change risks, as well as living shoreline and grey infrastructure action plans.

Amy Paulson is a senior environmental planner with ESA. She holds a M.S. degree in Conservation Biology and Sustainable Development and a B.S. in Ecology from the University of Georgia. She has over 23 years of experience in environmental planning, ranging through a spectrum of environmental projects including large National Environmental Policy Act (NEPA) projects. She routinely manages stakeholder involvement including public comment organization and response; client and agency interactions; the conduct of public presentations and hearings, planning charrettes, trainings, and team-building workshops; and successful conflict mitigation, dispute resolution, and advanced negotiation facilitation where needed. She is currently working with the MBNEP on the Dauphin Island Watershed Management Plan, Eastern Shore WMP, and Dauphin Island Habitat Management Plan. Ms. Paulson will assist Lynn Cherry and Carpe Diem in the public outreach and stakeholder engagement activities; and will contribute to the development of CCMP goals and objectives.


Emily Keenan is a senior scientist with ESA. She holds a M.S. degree in Oceanography and Coastal Sciences from Louisiana State University, and has over 15 years of environmental consulting experience assisting public (local, state, and federal), private, and nonprofit clients. Her expertise includes the collection, analysis, and/or interpretation of water quality data within estuary, river, and lake systems. She has extensive experience in the development of water quality management plans, impaired waters and TMDL evaluations, and quantitative analysis of hydrobiological datasets. She has supported projects ranging from large-scale river diversions in Louisiana to evaluation of potential ecological uplift through the restoration of historical circulation patterns in Tampa Bay. Ms. Keenan will contribute to the characterization of water quality conditions in Choctawhatchee Bay and its watershed.

Bob Woithe is a senior scientist with ESA. He holds a Ph.D. in Systems Ecology from the University of Florida and has over 30 years of environmental consulting experience in southwest Florida and the Gulf of Mexico. Dr. Woithe has extensive experience in design, implementation, and quantitative analysis of environmental monitoring studies, environmental permitting, mitigation design, and public coordination on projects ranging from Florida to Texas. He has been a member of the U.S. Gulf of Mexico Fisheries Management Council Data Collection Advisory Panel, and Coastal Migratory Pelagics Advisory Panel for the National Marine Fisheries Service. He will contribute to the characterization of water quality conditions in Choctawhatchee Bay and its watershed.

Wes Henriquez is a senior Geospatial Analyst with ESA with over 15 years of GIS experience providing technical support to public and private clients. Mr. Henriquez will contribute the inventory and acquisition of aerial imagery, GIS data layer compilation, map development; and will contribute to the regulatory review.

Full resumes for the team members can be found following Section 5 of our proposal. The following pages present descriptions for several relevant projects completed by our team.

Tampa Bay Estuary Program Technical Support



Janicki Environmental, Inc.

Client and Contact

TBEP, 263 13th Avenue
S., Suite 350, St.
Petersburg, FL 33701
Ed Sherwood, Executive
Director
(727) 893-2765

Completed; Cost

On-going; \$162,800

Key Team

Members

Tony Janicki, Mike
Wessel, Ray Pribble, Jon
Perry, Kristin Jenkins

Project Relevance

CCMP Implementation
Support

Janicki Environmental has provided continuous technical support to the TBEP since 1999, with many of our staff providing support in previous positions as well. Staff have contributed to the establishment of water quality, seagrass, and loading targets and goals as called for in the CCMP. The TBEP has required support in a variety of areas to satisfy its programmatic needs, with a partial list including: assessment of progress toward restoration goals for seagrass and emergent habitats; assessment of ambient water quality conditions; evaluation of the extent and severity of hypoxia; update of pollutant loading estimates (data record from 1985 through 2021); empirical model updates relating light attenuation to chlorophyll and chlorophyll to total nitrogen (TN) loadings; estimation of water quality responses to reductions in atmospheric nitrogen emissions; development of the Sediment Quality Management Strategy and database; monitoring program evaluation; technical website development and support; development and maintenance of the Action Plan Database; assistance in Reasonable Assurance; and the Old Tampa Bay Model. Janicki Environmental continues to provide support to the Tampa Bay Nitrogen Management Consortium, a partnership of local government and private industries.

Clearwater Harbor/Saint Joseph Sound CCMP



Janicki Environmental, Inc.

Client and Contact

Pinellas County
Department of
Environment and
Infrastructure, 14
South Fort Harrison
Avenue, Clearwater,
FL 33756
Melissa Harrison,
Environmental
Specialist II
(727) 464-4000

Completed; Cost

2011; \$599,258

Key Team

Members

Tony Janicki, Mike
Wessel, Ray Pribble

Project Relevance

CCMP Development

The Pinellas County Department of Environment and Infrastructure and the Southwest Florida Water Management District (SWFWMD) contracted Janicki Environmental to develop a CCMP for Clearwater Harbor and Saint Joseph Sound (CHSJS). This effort included coordination and facilitation of stakeholder meetings, an extensive summary of existing information on the status and trends of natural resources in the area, development of a sampling design to provide a baseline characterization of the benthic invertebrate communities of the study area, analysis to determine watershed loading rates and receiving water body responses using a hydrodynamic model, and the establishment of site-specific numeric nutrient criteria for the estuarine waters to protect vital living resources in Clearwater Harbor and St. Joseph Sound. Also included were a synthesis of existing management efforts and establishment of goals, actions, strategies, and priorities to ensure future stewardship of natural resources within the watersheds of the CHSJS. A reporting tool was provided to allow resource managers and decision makers access to a concise summary of the water quality conditions over time. An “Action Plan Database” was created as a central repository of information to document evidence of past and current environmental projects within the area. The CCMP identified specific “Action Plans” with separate chapters dedicated to Bay Habitats, Watershed Habitats, Water Quality, Estuarine Fauna, Sediment Management, and Public Education and Outreach and specific strategies.

Southwest Florida Tidal Creeks Numeric Nutrient Study



Client and Contact
SBEP, 111 S. Orange
Avenue, Suite 200W,
Sarasota, FL 34236
Jay Leverone, Staff
Scientist
(941) 955-8085

Completed; Cost
2016/2019; \$611,000

**Key Team
Members**

Tony Janicki, Mike
Wessel, Jon Perry

Project Relevance
Tidal Creek NNC

Janicki Environmental recently completed two EPA funded studies to recommend management level nutrient targets and thresholds for southwest Florida tidal creeks. The objective was to develop nutrient management criteria protective of tidal creek designated uses and construct a management framework to evaluate creek condition over time. The studies included developing the following: a definition of a tidal creek; conceptual models to formulate the study hypotheses; a creek classification and selection process; a sampling scheme for a 1-year field study of 16 tidal creeks in southwest Florida; and overseeing the collection and analysis of the resulting data. The studies have resulted in the first ever nutrient management framework for southwest Florida tidal creeks derived using locally collected data within these systems. The management framework includes a Report Card that summarizes water quality information over recent history and a host of indicators that related to site-specific tidal creek condition within the population of over 300 tidal creeks in the study area. The framework provides a protective strategy aimed at prioritizing creeks for management actions to minimize the potential for these creeks to become eutrophic or dystrophic, while also identifying creeks that may exhibit water quality conditions due to naturally occurring conditions that do not conform to their existing narrative water quality standards.

Sarasota Bay Numeric Nutrient Criteria



Client and Contact
SBEP, 111 S. Orange
Avenue, Suite 200W,
Sarasota, FL 34236
Jay Leverone, Staff
Scientist
(941) 955-8085

Completed; Cost
2011; \$176,750

**Key Team
Members**

Tony Janicki, Mike
Wessel, Ray Pribble

Project Relevance
Estuarine NNC

The objective of this project was to develop scientifically defensible numeric nutrient criteria (NNC) for the segments of the Sarasota Bay Estuary Program (SBEP). Establishment of NNC depends on understanding the limiting nutrient within the water body of concern. Ambient water quality data strongly indicate that four of the SBEP segments are nitrogen limited; a fifth displays some degree of co-limitation. Stressor-response relationships were developed for the segments to investigate the relationships between chlorophyll and potential explanatory variables (water quality constituents, hydrologic and nutrient loading estimates, and residence time). Residence times were estimated from an EFDC model of the SBEP area and using a box model. Linear regression was used to develop statistically defensible relationships between potential stressors and chlorophyll. Results indicate there are statistically significant relationships between chlorophyll and TN concentrations. These relationships and segment-specific chlorophyll thresholds were used to develop NNC in the form of segment-specific annual TN concentrations. A Reference Period approach provided an internally consistent method for establishing NNC for total phosphorus (TP) concentrations and TN and TP loads.

Pollutant Loading Estimates, Water Quality & Seagrass Targets for Charlotte Harbor



Client and Contact

CHNEP, 326 W.
Marion Avenue,
Punta Gorda, FL
33950-4417
Jennifer Hecker,
Executive Director
(941) 575-5090

Completed; Cost
2009; \$267,800

Key Team Members

Tony Janicki, Mike
Wessel, Ray Pribble

Project Relevance
Seagrass and Water
Quality Targets

This project involved several tasks related to establishing management level environmental targets for the CHNEP to address the goals and priorities set forth in its CCMP. The first task was to evaluate the various segmentation schemes used in the CHNEP study area to identify a segmentation scheme for use in setting water quality and seagrass targets and reporting results on an annual basis. The next step was setting segment-specific seagrass targets which involved utilizing photo-interpreted aerial photographs that estimate the areal extent of seagrass and comparing the results for photographs taken in the 1950s to recent surveys conducted between 1992 and 2006. Non-restorable areas such as dredge and fill projects associated with the construction of Florida's Intracoastal Waterway were omitted from analysis of the change in extents between historic and recent conditions. Another component of the contract was to establish water clarity targets for the estuarine portions of the study area. This task involved assessing a CHNEP optical model performance relative to empirical data collected on light attenuation and potentially refining the optical model based on this comparison. The results were segment-specific water clarity targets and a mechanism to evaluate data relative to the targets. A decision rule was established that guides that evaluation process in determining if water quality conditions are sufficient to meet the light requirements of seagrass.

Old Tampa Bay Integrated Model System



Client and Contact

TBEP, 263 13th Avenue
S., Suite 350, St.
Petersburg, FL 33701
Ed Sherwood, Executive
Director
(727) 893-2765

Completed; Cost
2015; \$901,578

Key Team Members

Tony Janicki, Mike
Wessel, Ray Pribble

Project Relevance
Ecosystem Management
Tool

The primary objectives of this project were to develop an integrated model system and to use this system to evaluate ecological responses in Old Tampa Bay after implementation of management actions/scenarios. The primary issues of concern to be addressed were organic sediment accumulation in Safety Harbor, alteration of freshwater inflows, limited seagrass expansion, and occurrence of nuisance algal blooms. The integrated model includes a watershed model, a water body hydrodynamic model, a water body water quality model, and optical and ecological models for evaluating changes in potential light and habitat availability. Model outcomes were translated into areal estimates of habitat suitability to assess the net ecological benefit of selected management outcomes on important fish and benthic invertebrate taxa utilizing Old Tampa Bay. Model results indicated that the greatest positive responses in seagrass expansion in Old Tampa Bay were due to nutrient load reductions.

CHARLOTTE HARBOR NATIONAL ESTUARY PROGRAM (CHNEP) HABITAT RESILIENCY TO CLIMATE CHANGE STUDY



Client and Contact

CHNEP, 326 West
Marion Ave, Punta
Gorda, FL 33950
Jennifer Hecker, CHNEP
Executive Director
(941) 575-3392

Completed; Cost

2018; \$33,390

Key Team Members

Chris Warn, Doug
Robison, Lindsey Sheehan

Project Relevance

Implementation of key
CCMP project; GIS
modeling of sea level rise
impacts on estuarine
habitats; Development of
coastal resilience strategies

ESA was selected by the CHNEP to conduct the Habitat Resiliency to Climate Change Study (HRCC). The objectives of the study were to: 1) perform a GIS-based analysis to estimate changes in intertidal and supratidal habitats in response to sea level rise and climate change; and 2) recommend various management actions to improve climate change resiliency. To quantify spatial and acreage habitat changes in response to sea level rise, ESA developed the Habitat Evolution Model (HEM), a proprietary modification of the Sea Level Affecting Marshes Model (SLAMM). The HEM utilizes LiDAR elevation data, habitat distribution data, measured sediment accretion rates, and various sea level rise projections to predict the migration and conversion of habitats in response to sea level rise and other climate change factors. The HEM integrates several geospatial data layers to develop graphical output and associated statistics on habitat changes over various time steps in response to sea level rise projections. The identification of projected effects of sea level rise and climate change on habitat distributions and hydrologic connectivity, and assessing opportunities to enhance habitat retreat, will assist the CHNEP and its partners with short and long term climate change resiliency planning.

CHARLOTTE HARBOR NATIONAL ESTUARY PROGRAM (CHNEP) HABITAT RESTORATION NEEDS STUDY



Client and Contact

CHNEP, 326 West
Marion Ave, Punta
Gorda, FL 33950
Jennifer Hecker, CHNEP
Executive Director
(941) 575-3392

Completed; Cost

2018; \$149,230

Key Team Members

Doug Robison, Chris
Warn, Brett Solomon

Project Relevance

Implementation of key
CCMP project; Habitat
status and trends analysis;
GIS analysis of restoration
opportunities; Habitat
protection/restoration
targets; Extensive
stakeholder involvement

ESA was selected in 2017 by the CHNEP to conduct the Habitat Restoration Needs (HRN) project. The project addressed intertidal wetlands, freshwater wetlands, native uplands, and critical wildlife corridors in the Charlotte Harbor watershed. Project objectives included: 1) define the CHNEP 2070 (50-year) habitat vision, as well as 2040 (20-year) habitat goals; 2) establish targets and priorities for habitat restoration, conservation and land acquisition opportunities throughout the study area needed to attain the habitat restoration vision and goals; 3) develop management and funding strategies for plan implementation, and 4) establish methods to review progress made in plan implementation as well as for periodic updates of plan priorities. Technical tasks included documenting habitat status and trends, as well as inventorying completed restoration projects, since 1990. In addition, various paradigms for defining quantitative habitat restoration targets were evaluated. Status and trends information and GIS analyses were used to develop quantitative targets for: non-restorable developed areas; preservation and conservation areas; restoration areas; and reservation areas. The project also involved extensive stakeholder coordination, including five presentations to the CHNEP Technical Advisory Committee, as well as presentations to the Management and Policy Committees. Deliverables included GIS data layers as well as draft and final report documents. The project deliverables will be used by local, regional, state and federal agencies, and NGO's to identify, plan, and implement land acquisition and habitat restoration and projects to attain the defined 2040 goals and 2070 vision.

MOBLIE BAY NATIONAL ESTUARY PROGRAM (MBNEP) COASTAL RESTORATION PROJECTS



Client and Contact

MBNEP, 118 North Royal Street, Suite 601, Mobile, AL 36602

Roberta Swann, MBNEP Executive Director, (251) 431-6409

Completed; Cost

Ongoing; \$1,050,044

Key Team Members

Chris Warn, Bryan Flynn, PE, Eric Schneider, Tom Ries

Project Relevance

Implementation of key CCMP projects; Habitat protection/restoration; Shoreline protection; Coastal resilience; Extensive stakeholder

ESA was selected by the Mobile Bay National Estuary Program (MBNEP), as both a prime consultant and a subconsultant, to provide design and engineering services for two complex coastal restoration and shoreline stabilization projects.

ESA is leading the Fowl River Marsh Restoration and Shoreline Stabilization Project will stabilize and protect five priority in-river wetland spits and restore marshland throughout the intertidal portions of lower Fowl River, Alabama. The team has identified final shoreline restoration locations and is developing an engineering and construction design plan to stabilize and enhance priority coastal spits and shorelines of Fowl River from negative impacts associated with sea level rise, increased salinity, reduced sediment inputs, and boat wakes.

ESA is also supporting the Deer River Marsh Restoration and Shoreline Stabilization Project located along the Western Shore of Mobile Bay. Once designed and constructed, this project will stabilize and enhance up to 5,600 feet of shoreline necessary to protect and enhance over 275 acres of existing priority coastal saltmarsh, along with the potential to create additional marsh habitat.

Both of these projects involve extensive stakeholder involvement, agency coordination. In addition to enhancing habitat quality, both of these projects will improve coastal resiliency to coastal erosion associated with tropical storm events, climate change, and sea level rise.

MOBLIE BAY NATIONAL ESTUARY PROGRAM (MBNEP) COASTAL RESTORATION PROJECTS



Client and Contact

MBNEP, 118 North Royal Street, Suite 601, Mobile, AL 36602

Roberta Swann, MBNEP Executive Director, (251) 431-6409

Completed; Cost

Ongoing; \$400,000

Key Team Members

Chris Warn, Doug Robison, Emily Keenan

Project Relevance

Implementation of key CCMP projects; Habitat status and trends analysis; Water quality status and trends analysis; Habitat protection/restoration targets

ESA was selected by the Mobile Bay National Estuary Program (MBNEP), as both a prime consultant and a subconsultant, to prepare Watershed Management Plans for six (6) major basins within the Mobile Bay watershed. The MBNEP Comprehensive Conservation and Management Plan identified the completion of Watershed Management Plans (WMP's) for individual basins as a major component of the overall program implementation. ESA has been involved in the preparation of the following WMP's: Fowl River; Dog River; West Fowl River; Bayou La Batre; Eastern Shore Watershed; and Dauphin Island.

These WMP's characterize existing water quality, habitat and living resource conditions, identify priority issues of concern, and recommend strategies, capital projects, and programs for protecting and restoring the water quality and habitat integrity of the waterbodies. In addition, WMP's address the cultural heritage of affected communities and seek to preserve historically significant fishing and shipbuilding industries. Finally, the WMP's serve as a focal point to engage local, state and federal agencies, and watershed stakeholders, to collaborate in meeting defined watershed restoration and management goals.

WORKING GROUP COORDINATION & RESTORATION PLAN DEVELOPMENT FOR WAKULLA SPRINGS

WAKULLA SPRINGS RESTORATION PROJECTS

Client and Contact

FL Department of
Environmental Protection
3900 Commonwealth Blvd.
Tallahassee, FL 32399-3000

Cost

CDCS subconsultant
\$45,000

Key Team Members

Dr. Bob Knight, Debra
Segal, and Lynn Cherry

Project Relevance

Facilitation of
environmental restoration
planning.

Carpe Diem Community Solutions president, Lynn Cherry, facilitated each working group quarterly meeting. This facilitation included results-driven agenda planning that guided the group of diverse agencies and citizens to consensus on restoration actions and planning.



3

Proposal - Understanding of the Project



SECTION 3 PROPOSAL - UNDERSTANDING OF THE PROJECT – This section of our proposal demonstrates our understanding of the CBEP and how the Janicki Environmental team envisions a success approach to the development of a CCMP and what constitutes a successful CCMP. We also present an operational approach to be employed in the CCMP development including the methods used to elicit collaboration among the key stakeholders and identify the path forward for CBEP in meeting its vision and mission.

WHAT IS THE CBEP? - A need existed following the Deepwater Horizon oil spill to develop watershed planning and strategic stakeholder engagement. Through initial collaborative efforts driven by The Nature Conservancy (TNC) in 2013, along with other organizations, instrumental groups were formed in watersheds throughout Northwest Florida. These efforts in part led to the Board of County Commissioners of Okaloosa, Walton, and Holmes Counties, along with local municipalities and other governmental organizations approving resolutions supporting the Gulf Consortium’s Northwest Florida Estuaries and Watersheds Project, publicly acknowledging the Consortium’s vision in 2016. These efforts culminated into development of the formation of the Choctawhatchee Bay Estuary Coalition (CBEC) in June of 2017. The CBEC Board of Directors is represented by County Commissioners from each of Okaloosa, Walton, Holmes, and Washington Counties in Florida. Additional members representing Eglin Air Force Base, the Choctawhatchee, Pea, and Yellow Rivers Watershed Management Authority, and the Choctawhatchee Basin Alliance also participate on the CBEC.

The CBEP is modeled after the U.S. Environmental Protection Agency’s (EPA) National Estuary Program (NEP). Since its inception in 1987, the 28 NEPs located around the U.S. (including four in Florida) and Puerto Rico are modeled as non-regulatory, stakeholder-driven, and science-based decision-making organizations. One of the 2021 CBEP Year One Annual Work Plan Community Resiliency Focus Area goals included future collaboration with federal partners concerning long-term program sustainability and potential transition to a NEP. Formal enrollment of the CBEP as a NEP would allow the program to leverage federal dollars, along with coordination and funding with state and local governments, to further address water quality and resource challenges in the Choctawhatchee Bay Estuary.

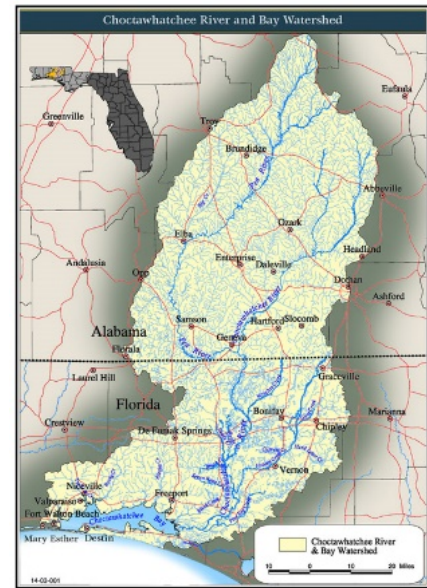
The CBEC member counties committed in-kind administrative and technical support to develop the initial base of the Choctawhatchee Bay Estuary Program (CBEP). Okaloosa County received funding from the TNC in June 2019 to stand up the CBEP with full-time program staff support. The funding from the TNC resulted in the hiring of Brian Underwood as Executive Director in November 2019, who works under the direction of the CBEC. Staff support was expanded with the hiring of Chelsea Conley as the Public Outreach Specialist. The CBEC directs and controls the fiduciary oversight of the CBEP. The CBEC has developed the following vision and mission statement for the CBEP.



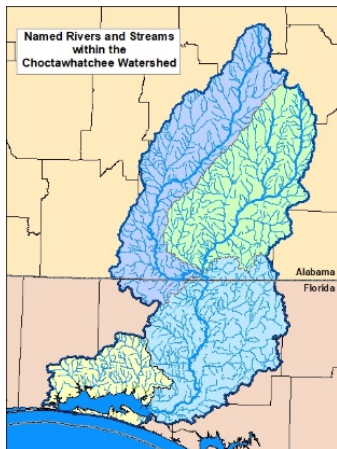
Choctawhatchee Bay Estuary Program – Vision Statement - The Choctawhatchee Bay Estuary Program promotes a thriving ecology and environment for the Choctawhatchee Bay, River, and watershed. We aspire to protect and enhance these valuable assets for the enjoyment and benefit of our communities, and to support diverse economic and recreational interests.

Choctawhatchee Bay Estuary Program – Mission Statement - The Choctawhatchee Bay Estuary Program will implement programs and initiatives for the protection and stewardship of natural resources and water quality and strengthen community resiliency and environmental education to maintain a vibrant economy and high quality of life around the Bay and within our region.

DESCRIPTION OF THE CBEP AREA - The CBEP focus area is the Choctawhatchee Bay watershed which covers over 5,400 square miles of northwest Florida and southern Alabama. A majority of this watershed occurs within portions of ten counties in Southeast Alabama. Holmes, Okaloosa, Walton, and Washington Counties account for approximately thirty percent of the watershed located in Florida. This watershed includes the Choctawhatchee River, which is one of Florida’s largest alluvial rivers, an expansive riverine floodplain, and an estuary that is over 120 square miles. Many habitats occur in the watershed ranging from marshes, seagrasses, coastal dune lakes, Floridan aquifer springs, barrier islands, and longleaf-wiregrass forests. The watershed’s wetlands and floodplains provide storage for stormwater runoff, flood protection, and aquifer recharge. Numerous species, including state and federally protected plants and wildlife are found throughout the lakes, streams, and coastal waters. Recreationally important fish and wildlife are abundant in the watershed. However, population increase, growth, and development currently place demands on wastewater and stormwater management systems.



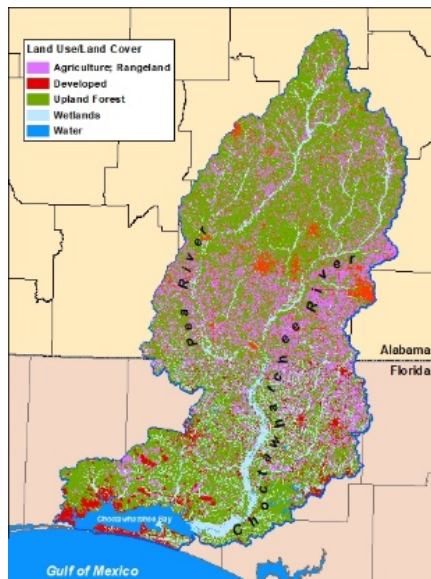
Hydrology - In terms of flow, the Choctawhatchee River is the third largest river in Florida and the primary source of freshwater for Choctawhatchee Bay. The Choctawhatchee River headwaters originate in Barbour County, Alabama. The Pea River (a primary tributary to the Choctawhatchee River) joins with the Choctawhatchee River just south of Geneva, Alabama. The Choctawhatchee receives inflow from multiple tributaries in Florida, including Holmes, Wrights, Pine Log, Seven Runs, Sandy, Bruce, Alaqua, Lafayette, Magnolia, Rocky Creek, Turkey, Lightwood Knot, Garnier, and Gap creeks. Groundwater contributes to the flow from Floridan aquifer springs; including Morrison, Vortex, Ponce de Leon, Pate, Holmes, Blue, Mullet, Cypress, and Washington Blue springs. Mosquito control ditches are manmade historical drainage canals found throughout south Walton County.



The Choctawhatchee Bay is more than 27 miles long and covers approximately 129 square miles with a single direct opening into the Gulf of Mexico at East Pass near Destin. The bay includes a series of bayous including Rocky, Boggy Garnier, Cinco, Joes, Indian, and Jones bayous along with Old Pass Lagoon. The middle portion of Choctawhatchee Bay includes Hogtown, Basin, Alaqua, and LaGrange bayous. The eastern portion of Choctawhatchee Bay is dominated by the Choctawhatchee River, Camp Creek, Black Creek, Tucker Bayou, Jolly Bay, and the Gulf Coast Intracoastal Waterway.



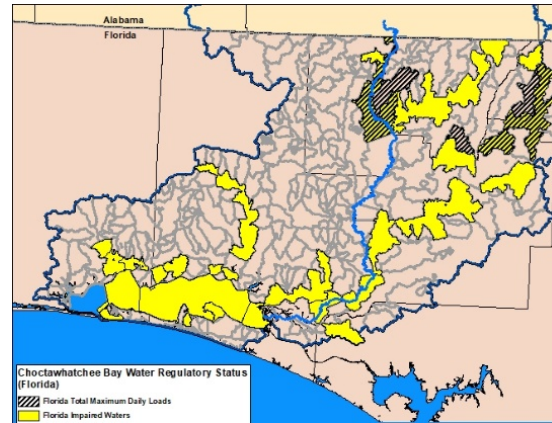
Lakes are another important hydrologic feature within the watershed. The Sand Hill Lakes region is principally within Washington County and supports 200 lakes, various sinks, and pools. Coastal dune lakes occur primarily in Walton County, south of Choctawhatchee Bay. These naturally-formed lakes intermittently connect to the Gulf of Mexico making salinity in the lakes variable due to irregular connectivity with the Gulf, salt spray, storm surge, and subsurface intrusion during droughts.



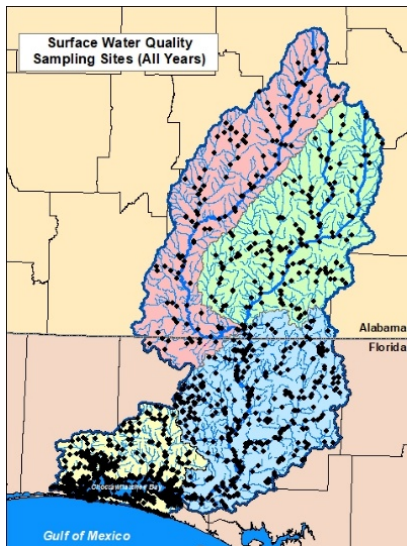
Land Use - Predominant land uses in the rural portions of the watershed are forested and agricultural. The Florida portion of the watershed consists of upland forest with wetland ecotones along the Choctawhatchee River and tributaries. Agricultural land use is most prominent within the northeastern extent of the watershed in Florida. Most urban land uses are concentrated around the coastal communities, with the largest concentrations of population in the watershed being in Okaloosa and Walton counties. Public and conservation lands include the Northwest Florida Water Management District Choctawhatchee River and Holmes Creek Water Management Area and properties on Choctawhatchee Bay at Live Oak Point. State conservation lands include Point Washington State Forest, Pine Log State Forest, and state parks along the bay. Other managed areas include The Nature Conservancy's Choctawhatchee River Delta Preserve and FDEP's Rocky Bayou Aquatic Preserve.

Habitat - The Choctawhatchee River and Bay watershed supports multiple natural habitats, including upland, coastal, wetland, aquatic, estuarine, and marine communities. Upland communities in the watershed are a mix of mesic flatwoods, sandhills, scrub, scrubby flatwoods, upland hardwood forests, xeric hammocks, and coastal dunes. Federally listed species that may occur in upland communities include the Choctawhatchee beach mouse (*Peromyscus polionotus allophrys*), the gopher tortoise (*Gopherus polyphemus*), the reticulated flatwoods salamander (*Ambystoma bishopi*), the eastern indigo snake (*Drymarchon corais couperi*), and the red-cockaded woodpecker (*Picoides borealis*).

The Choctawhatchee River, Pea River, and Choctawhatchee Bay are critical habitat for the federally threatened Gulf sturgeon (*Acipenser oxyrinchus desotoi*) and provide seasonal breeding and feeding habitat. The Choctawhatchee River and its tributaries also provide habitat for several species of threatened and endangered freshwater mussels, including the following systems designated as critical habitat: Choctawhatchee River and Holmes, Wrights, Sandy, Bruce, Natural Bridge, and Alligator creeks.



Riparian habitats and floodplains are an interface between terrestrial and aquatic ecosystems that support fish and wildlife and help mitigate non-point source pollution. Common habitats are bottomland hardwood swamps and seepage swamps. Freshwater and brackish marshes are common habitats found within the lower portion of the watershed. The predominant salt marsh on Choctawhatchee Bay is on the Live Oak Point peninsula (which covers over 1,000 acres) adjacent to Hogtown Bayou. Seagrasses can be found in proximity to emergent marshes and in isolated patches in the Bay. It is estimated that over 5,000 acres of seagrass exist in Choctawhatchee Bay. Oyster beds are primarily located near the southern shore of the central and eastern reaches of the bay.



Water Quality Monitoring A review of the DEP Impaired Waters Rule most recent Run 61 database identified many agencies collecting water quality data within the Florida portion of the Choctawhatchee Bay Watershed. The primary agencies include the Choctawhatchee Basin Alliance, DEP, and Florida Lakewatch. Sampling records begin in earnest in the 1960’s but most of the records appear to be associated with special projects with a few sampling events. There are sampling locations with data collected for close to 20 years, particularly those from Lakewatch and Choctawhatchee Basin Alliance. Sampling parameters generally include physical characteristics, nutrients and chlorophyll, metals, and bacteriological samples. The Alabama portion of the watershed is monitored primarily by the Alabama Department of Environmental Management and the U.S Geological Survey.

Impaired Water Bodies The FDEP has identified 42 segments of the Choctawhatchee River and Bay watershed as impaired per Florida’s Impaired Waters Rule, Chapter 62-303, Florida Administrative Code (F.A.C). Waterbody segments that have been verified as impaired based on sufficient data and identified causative pollutants require Total Maximum Daily Loads to be developed. Choctawhatchee Bay and much of the river have been listed as impaired for nutrients, along with bacteria impairments. Other identified impairments include dissolved oxygen in eastern portions of the bay and impairments for metals within multiple segments of the river basin and Turkey Creek. Potential pollution sources identified in the NFWFMD Surface Water Improvement

Plan (SWIM) include erosion, municipal wastewater, and non-point source pollution from agricultural areas, urban stormwater runoff, septic tanks, and wastewater.

Currently, there are five TMDLs in the Florida portion of the Choctawhatchee Bay Watershed for bacteria (3) and nutrients (2). There are thirty-five waterbodies currently listed as impaired and awaiting TMDL development. These include bacteria (24), nutrients (11), metals (5), dissolved oxygen (3) and other (1). These listings may change as the DEP is currently assessing these waters with the final listings due out in late 2021. There is also one category 4e alternative restoration plan to address nutrients for Rocky Bayou.

In Alabama, the Department of Environmental Management is responsible for implementing the Clean Waters Act (CWA). Within the Alabama portion of the Choctawhatchee Bay Watershed there are four TMDLs for bacteria (3) and lead (1). Also, based on the 2020 303(d) list of impairments, there are 30 additional impaired waterbodies awaiting TMDL development, not including mercury. The majority are for *E. coli* (27), followed by siltation (2) and organic enrichment (BOD) (1).

WHAT IS A COMPREHENSIVE CONSERVATION AND MANAGEMENT PLAN?

Since the establishment of the EPA National Estuary Program, a non-regulatory program established by Congress and authorized by section 320 of the Clean Water Act in 1987, Comprehensive Conservation and Management Plans (CCMPs) have provided the support and background for “place-based programs” for the protection and restoration of water quality and ecological integrity of estuaries of national significance.

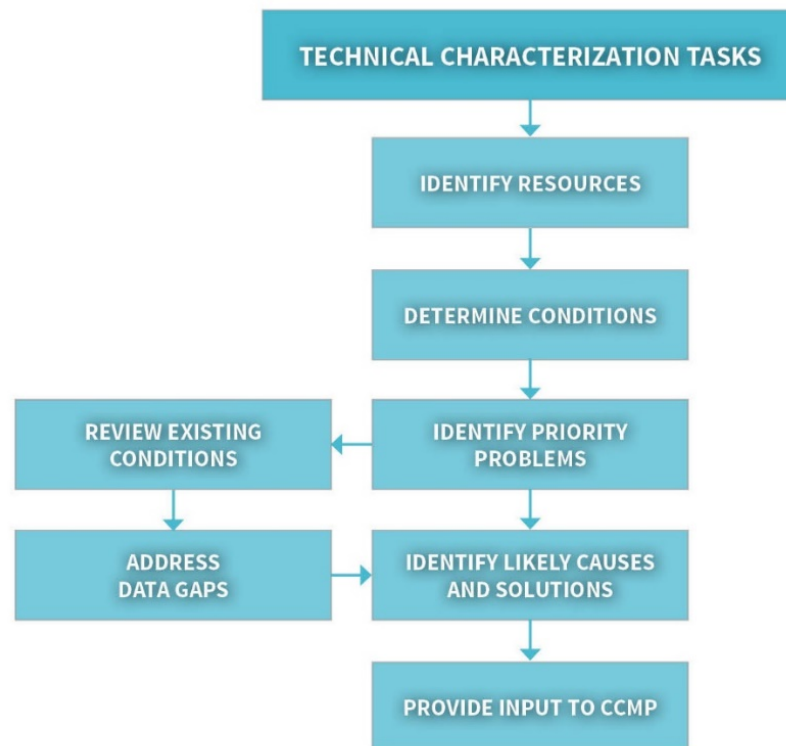
CCMPs provide a blueprint for the management actions to be implemented to improve water quality and protect key living resources and their habitats. Critical elements of a successful CCMP include commitments on the part of its stakeholders, public participation including educational tools, and monitoring plans that can track progress toward program goals and objectives. The collaborative CCMP approach ensures that watersheds, and not political jurisdictions, provide the focus of the CCMP. This local participation further recognizes the importance of the integration of good, local science and local decision-making. Lastly, CCMP development can significantly enhance the possibilities of obtaining the funding that will be necessary to implement the CCMP.



As discussed in Section 2, several of our team members have provided technical support to the CCMP development for several NEPs. We also have developed a CCMP for a non-NEP entity that included Pinellas County, cities of Clearwater, Dunedin, Tarpon Springs, Largo, Belleair Bluffs, Belleair Beach, Belleair Shores, and Indian Rocks Beach.

CCMP REQUIRED ELEMENTS

- **Introduction of CBEP** - This section will identify the major stakeholders that comprise the CBEP.
- **Description of the CBEP area** – This section of the CCMP will clearly define the geographical extent of the CCMP area, including the boundaries for the various CCMP partners. The hydrologic characteristics of the area will be described including watershed boundaries and “blue line” features. This section will also include a description of the land uses within the CCMP area. Where possible, it may be desired to define the future land uses that may affect critical resources in the area. Information regarding each of the CCMP focus areas should also be provided. Specifically, water quality status and trends should be described as well as a description of the critical habitats for such biological resources as Gulf sturgeon, mussels, and those in the bay such as seagrasses and oysters. Each of the forementioned descriptions will be supported by appropriate map products.
- **CCMP Purpose** – The CCMP will provide a blueprint to guide future resource management decisions and address a wide range of issues dealing with water quality, habitat, living resources, and public use of the Bay.
- **Composition of the Management Conference** – Successful Management Conferences are marked by diverse stakeholder involvement based on a collaborative, consensus-building approach. Local participation ensures that the CCMP is based on strong, local science and that local priorities are represented.
- **Technical Characterization of Resources** – The following graphic presents the various steps involved in the characterization of resources and is based on the EPA publication *Community Based Watershed Management: Lessons from the National Estuary Program* (EPA-842-B-05-003).



These steps should be conducted for each of the critical resources defined by the CBEP including importantly water quality and habitats. These steps ultimately will provide specific input to the CCMP Action Plans.

- **Resource Indicators and Stressors** – The defensibility of the CBEP CCMP will largely be based on how resource indicators and their stressors are defined. Dr. Janicki, working on the Tampa Bay Monitoring Program, helped develop a series of selection criteria that define what an effective indicator should be. Specifically, the criteria included:
 - Regionally responsive,
 - Unambiguously interpretable,
 - Low measurement error,
 - Simple quantification,
 - Low natural variability,
 - Defined methodology,
 - Historical record,
 - Cost effective.

Stressor-response relationships have been defined and evaluated in many Florida estuaries. These relationships will be assessed as to their applicability to Choctawhatchee Bay and its watershed.

Focus Area Goals and Objectives – CBEP defined focus areas to be addressed by the CCMP, as shown in the following graphic. The goals and objectives were previously defined in 2020.



Base Program Analysis - The Base Program Analysis will describe the regulatory arena that the CBEP is affected by. The analysis includes three elements. First, the current relevant federal, state, and local regulatory agencies and their programs are identified. Second, the agencies and their programs are analyzed for their effectiveness in addressing problems that have been identified in the management of estuarine resources. Third, the analysis defines changes needed to improve the effectiveness of the programs. It is critically important to identify gaps in existing programs that may limit the ability to take the needed actions.

Action Plans – Action Plans provide the backbone of any successful CCMP. As such, clarity in the expected elements of an Action Plan is paramount. We expect that each of the Action Plans for the CBEP CCMP will include the following:

- Plan Objective,
- Background – the factual basis supporting the Plan,
- Strategy – Plan approach,
- Schedule,
- Cost – including capital and operational costs,
- Expected Benefits – quantifiable if possible,
- Monitoring Environmental Responses – based on overall Monitoring Plan,
- Regulatory Needs – based on Base Program Analysis, and
- Related Actions – identify any synergies among various Action Plans.

Finance Plan - This CCMP development project is funded by a RESTORE Act Direct Component (Pot 1) grant. Once the CCMP is approved, reliable long-term funding sources will be needed to sustain the CBEP through CCMP implementation and maintenance. It is anticipated that CCMP project implementation may be funded by a range of grant programs, including:

- RESTORE Act Council-selected Restoration Component (Pot 2), in coordination with the Florida Department of Environmental Protection;
- Spill Impact Component (Pot 3) in coordination with the Florida Gulf Consortium;
- Gulf Coast Ecosystem Restoration Science Program (Pot 4), in coordination with the National Oceanic and Atmospheric Administration;
- Centers of Excellence Research Grants Program (Pot 5), in coordination with the Florida RESTORE Act Centers of Excellence Programs managed by the Florida State Institute of Oceanography;
- National Fish and Wildlife Foundation (NFWF) grants;
- Clean Water Act Section 319 grants; and
- Cooperative Funding agreements with the Northwest Florida Water Management District. In addition to grants, staff and administrative costs for other estuary programs are typically funded by member counties under a cost-sharing formula specified in an interlocal agreement. The CBEC adopted an interlocal agreement in June 2017, which is in effect through September 2022; however, the agreement does not require funding commitments by the member counties – Okaloosa, Walton, Holmes, and Washington. Once the CCMP is approved by the U.S. Environmental Protection Agency, congressional support will be needed for the official designation of Choctawhatchee Bay as a National Estuary Program, pursuant to Section 320 of the Clean Water Act in 1987. In overseeing and managing the national program, EPA provides annual funding, national guidance, and technical assistance to the local NEPs. Our team will work closely with the CBEC and CBEP staff to develop an interim and long-term funding strategy and finance plan combining grants and local contributions. The Finance Plan will be included as a component of the CCMP.

Implementation Plans for each Focus Area – The implementation plans will be implemented by local governments, agencies and other bay stakeholders, and the CBEP will provide its oversight role to ensure that the goals of the plan are achieved. In the simplest of terms, the implementation plan for each focus area will include the “what, where, how, who, and when” elements of each plan. The

“what” should include the specific objectives to be achieved. The “where” and the “when” provide the spatial (i.e., geographic extent within the CCMP area) and temporal (i.e., expected period of completion” aspects of the plan. The “who” will identify all the partners who are committed to the execution of the plan and their expected contributions to the plan. The implementation plans should also recognize the need for flexibility, allowing the CCMP partners to focus their limited resources in the most cost-effective and environmentally beneficial manner. The implementation plan should also demonstrate how the plans can be integrated into existing management plans and regulatory programs.

Performance Standards – Quantifiable objectives comprise the performance standards upon which future evaluation of the CCMP by EPA and others will be based. Some of these standards come directly from State standards including water quality (NNC, DO, etc.) and hydrologic conditions (MFLs). The specific spatial and temporal expressions of these standards are typically defined. For those performance standards unique to the CCMP, it will be important that the spatial and temporal elements be defined. For example, the areal extent of a critical habitat expressed as annual means for a defined spatial extent.

Environmental Monitoring Program

Plan - The design must be tailored to the temporal and spatial scales that can lead to appropriate inferences regarding the relevant questions. Critical to an effective monitoring plan is the application of probabilistic monitoring designs, stratified designs, or randomized block designs tailored to address the specific questions to be addressed. Typically, a statistical power analysis is part of the design to



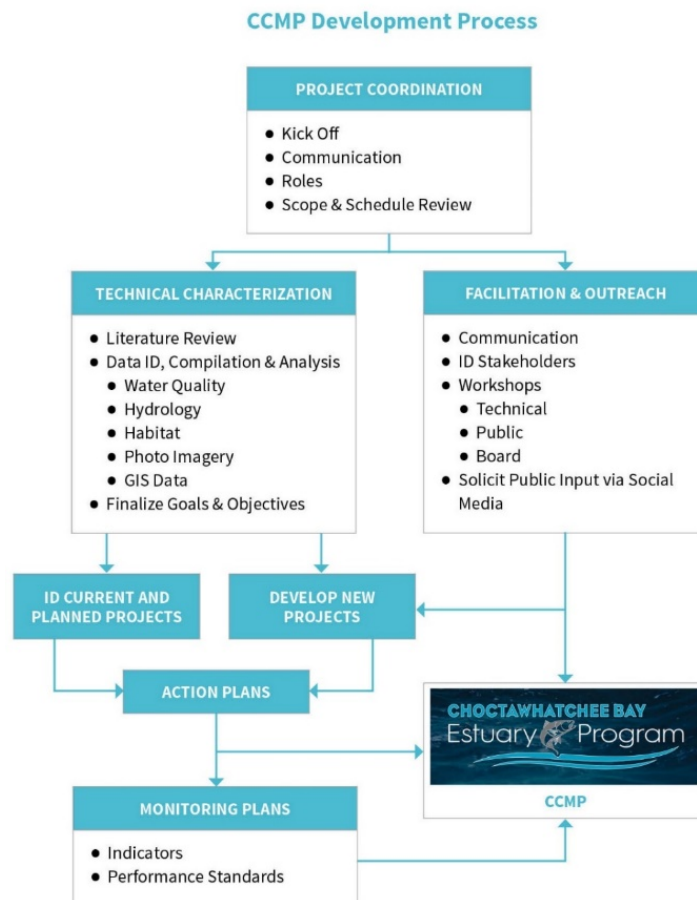
generate expectations for the minimum detectable difference that can be expected to detect under a range of alternative sampling frequencies given an estimate of the natural variability in the data. Power analysis is also important to understand that some objectives may not be feasible or may be cost prohibitive, therefore, power analysis is an important part of the quality control procedures.

Federal Consistency Review – A critical element of the CCMP is the assessment of the consistency of the action plans with federal regulations and policies. ESA has extensive experience with federal consistency review. As part of the Mobile Bay NEP’s (MBNEP) 2019 CCMP update, ESA was tasked with ensuring compliance with EPA and NOAA Coastal Zone Act Reauthorization Amendments (CZARA) Section 6217 compliance. The Coastal Nonpoint Pollution Control Program, established by Section 6217 of the Coastal Zone Act Reauthorization Amendments, addresses nonpoint source pollution problems in coastal waters. Section 6217 requires states and territories with approved Coastal Zone Management Programs to develop Coastal Nonpoint Pollution Control Programs. In its program, a state or territory describes how it will implement nonpoint source pollution controls. This program is administered jointly by EPA with the NOAA. ESA scientists reviewed the Alabama Department of Conservation and Natural Resources (ADCNR) requirements under this program and in collaboration with ADCNR and the MBNEP, made recommendations for using the MBNEP’s CCMP as a mechanism to meet these requirements.

Summary of Public Involvement and Responses to Public Comments - Past CCMPs have provided significant insight into how public involvement can be successfully achieved. The successful CCMP will include a Communication/Outreach Strategy that ensures community involvement and ownership in CCMP implementation. The product of this strategy will be a stand-alone document that includes a) guiding principles, or goals and objectives; b) a target audience(s); c) a narrative description of activities, including any tool used such as branding and messaging, behavior change campaigns, or social media; d) implementers for those activities; e) any key deliverables, and f) a budget and timeframe for implementing the activities. A critical component of the strategy is inclusion of a public review process that extends beyond the Management Conference members. The strategic outcome document should include the comments received in the process and the responses to each.



OPERATIONAL APPROACH AND METHODS - The following figure describes our operational approach to this project. We do not anticipate that these tasks will necessarily be completed in a linear fashion. Rather the scheduling for these tasks should be tailored to ensure adequate time for the consensus-building critical to the development of any CCMP. This requires adequate time for public outreach and education and for buy-in on the part of each of the parties that will be signatories to the CCMP.



PROJECT TASKS

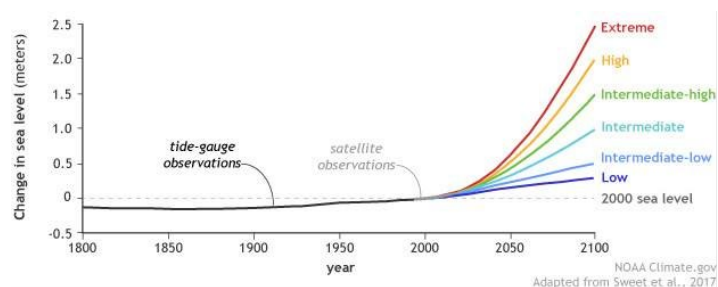
The following lays out our proposed process and approach including how we will coordinate and collaborate with the CBEP staff, the Estuary Coalition Management Conference, state and federal agencies, the general public, and other key CCMP partners during this process. We also define project deliverables and services to be provided to the CBEP.

Project Coordination - We anticipate that the initial effort in the development of the CBEP CCMP will entail clear understanding on the part of the participants in this process so that all expectations are defined. This task will be conducted during a kick-off meeting that will convene all critical parties. Lines of communication will be defined as will the roles to be played by the partners and our team members. Any scope of work clarifications can also be discussed as well as the overall project schedule and next steps. The means by which project progress will be communicated and the frequency of this communication will be defined. Any other issues that the partners may want to discuss can be addressed at this time. Dr. Janicki has a long history of coordinating the work of various groups in developing environmental management plans.

Technical Characterization – The initial step in the development of the technical characterization of CCMP area is the identification of the resources of concern. Data and other information that will be used to determine current, and perhaps, historical, conditions will be identified, obtained, and analyzed. Based on this information, we will work with the CBEP to prioritize the problem areas. We will provide further insight by hypothesizing the likely causes of these priority problems and the potential solutions to them. During this process we will identify any critical data gaps and potential means that address these gaps will be provided. The ultimate outcome for this task will be provision of inputs to the eventual CCMP. Throughout this process we will be working with the Technical Advisory Committee (TAC) to work toward a science-based product that will be arrived at by consensus building. Dr. Janicki and Doug Robison provided critical input to several NEP CCMPs and the Clearwater Harbor/St. Joseph Sound CCMP.

As communities along the Gulf Coast face increased risks from climate change-related stressors, this issue will be addressed in the Technical Characterization. The assessment will include warmer summers, winters, and waters; increasing incidences and durations of drought; increasing frequency and intensity of tropical weather events; rising sea level; and habitat migration.

The Choctawhatchee, Pea and Yellow Rivers Watershed Management Plan (2015) presents historical climate data and trends, concluding that extremely dry/wet and cold/hot periods will continue to occur. The CBEP CCMP will need to take into consideration these climatic impacts on both habitats



and infrastructure as increased development brings more impervious surfaces that can lead to “flashier” flooding events as heavy rainfall moves quickly through the watershed potentially causing flood damage. Hotter temperatures can not only cause a risk to human health, but they can also impact food web distribution in natural systems, spreading of pathogens, increases in algal blooms, and impacts to seagrasses. Impacts from drought and severe weather events like Hurricane Michael can have long lasting impacts to not only natural systems, but also have significant social impacts on

economics and Gulf Coast culture and heritage. The Florida Fish and Wildlife Conservation Commission unanimously voted to shut down the state's iconic Apalachicola oyster fishery after years of drought, severe weather events, and other pressures devastated wild oyster beds. A five-year moratorium was implemented on oyster harvesting to give wild reefs time to regenerate. As sea levels rise, habitats adapt and natural community structure shifts to accommodate the rising water. This process will not impact all coastal areas to the same degree and in some cases barriers to inland habitat migration caused by anthropogenic structures such as seawalls and other coastal development may make it impossible for species and habitat to migrate inland resulting in a “pinch-out” effect on some natural systems. Understanding and identifying the projected effects of climate change on the habitat coverage, quality, and connectivity, and assessing opportunities for habitat retreat, will assist CBEP and its partners with short- and long-term climate change resiliency planning. The Nature Conservancy’s “Assessing the Potential Impact of Sea-Level Rise and Climatic Hazards on Ecological and Human Communities within the Northern Gulf of Mexico” report (2012) indicates Choctawhatchee and St. Andrews Bays may potentially see a shift of marshes inland due to 1m of sea-level rise by 2100. SLAMM modeling predicted the area could lose around 20,000 acres of swamp, 10,000 acres of undeveloped dry land, 5,000 acres of irregularly flooded marsh, while gaining around 12,000 acres of estuarine water, 12,000 acres of tidal flat, 12,000 acres of regularly flooded marsh, and 18,000 acres of transitional salt marsh.

Facilitation and Outreach – At the most recent CBEC meeting, the CBEP discussed plans to develop a Citizens Advisory Committee (CAC) including developing a list of potential participants. The list will be submitted to the CBEC for approval at the October 2021 meeting. A CAC is a critically essential element in any successful Management Conference. As we progress in the facilitation and public outreach components of this project, as was true for the technical characterization tasks, collaboration with Program staff and the CAC will provide the necessary focus on the need for consensus in the CCMP development.

We will create a series of activities that strategically aligns with the CCMP development process. A list of stakeholders from each county will be identified. Each Board of County Commission will be asked to submit names and organizations to participate. We anticipate agency participation as well and recommend invitations to FDEP, NFWFMD, FWC, Eglin AFB, and EPA. Various local environmental experts and activists, fishermen, educators, business leaders, and civic organizations will be identified and encouraged to participate. Careful consideration will be given to include a wide spectrum of stakeholder interests and county representation, resulting in a wide range of views and concerns and providing fair treatment, meaningful involvement and social inclusion for all people regardless of race, color, national origin, sexual orientation or income, with respect to the development, implementation, and decisions made through the public participation process. One of our team’s goals is to create a balance among views and concerns so the plan reflects the public’s voices and the public can easily see their input in the plan’s goals and strategies. It can be said, “if they write the plan – they will help to underwrite the plan with their time and talent.”



Effective facilitation and outreach are of paramount importance to a successful CCMP. We will provide the services necessary for the successful facilitation of the various meetings to be convened during the CCMP development process. Facilitation provides structure and process rather than directions or answers and draws on group member expertise. Lynn Cherry of CDCS is well-recognized in north Florida for her ability to facilitate such meetings and will lead our efforts in this task. Our team embraces public participation conditions with complete transparency, clear purpose, goals, and structure by providing an opportunity to influence program direction and inclusive representation. Effective facilitation provides structure to discussions, aids in the definition of needs and expected outcomes, keeps focus on objectives, and helps participants to clearly communicate. As a result, the Janicki Environmental team provides a professional facilitator who will create an atmosphere that fosters buy-in and commitment which is critical to building consensus and collaboration during the development of the CCMP.

Two primary meeting types will include 1. those with the CBEP advisory committees and 2. public meetings. Using a professional facilitator such as Lynn Cherry ensures that these meetings are highly effective, such that everyone is engaged, time is well spent, people interact with courtesy, all ideas are heard and issues are thoroughly explored, decision making is based on data and deliberation and importantly that discussions result in high quality solutions and strategies.

Facilitating public meetings should ensure broad community representation, and skillful facilitation can build long-term community trust in the public meeting process. Board of County Commission (BOCC) presentations will be structured differently than advisory or public meetings. The purpose of BOCC presentations will be to update each county on CCMP progress and to seek direction and guidance on next steps. Our team led by Dr. Janicki will attend the multi-county BOCC meetings on an as-needed basis. Our team will work with each county manager/administrator to secure agenda approval and to provide background information for board packets in a timely fashion. We keenly understand the need to maintain effective communication among all counties prior to each decision-making point in the CCMP process.

In order to have clear and meaningful public participation, our team will create the right tools and strategies to support stakeholder understanding of the key decisions that are being discussed and decided. Tools that create visual representation of this process such as website-based information, social media, web-based survey polling, newsletters, and podcast will be used. We will develop both internal and external stakeholders understanding and expectations regarding the decision-making process and how and when public input will be obtained.

We understand the need for responses to public comments and will create and maintain a public information log during the CCMP development process. The log will record public comments and responses. When a citizen submits a written comment to project staff or to the consultant team, the consultant team will inform Okaloosa County's Public Information Office and record the comment in the public information log. We will seek guidance on the message and manner by which to respond to the comments. Examples include written response from the consultant team or project staff, or a phone call to the citizen from the consultant team or project staff. Responses will be added to the public information log. The public information log will be submitted at the conclusion of the project.

Projects – Existing/Planned and New – The priority problem areas are likely to have elicited resource management actions in recent years. The Choctawhatchee River and Bay SWIM Plan

identifies some recommended projects. Among others, these projects include stormwater planning and retrofit, septic tank abatement, riparian buffer zones, and various restoration projects. These projects will provide the initial step in identifying projects that address the priority problems. We will document the objectives, designs, and schedules for completion for the existing or planned projects. This process will elucidate those waterbodies and portions of the CBEP watershed for which projects to address existing problems have yet to be developed.



For each new project, we will provide the following: objective, approach/design, anticipated benefits and costs, and potential partners that may be willing to contribute to the project completion. We will identify impediments to permitting each new project, an aspect that is often ignored in many planning efforts. With input from the TAC, CAC, and Program staff, we will prioritize these new projects based on a set of criteria to be developed in collaboration with Program staff and the TAC. Important considerations in these criteria will be an assessment of the likelihood of achieving performance standards or any other quantitative goals that will have been developed during the CCMP process.

Action Plans – The action plans will be a major component of the eventual CCMP. Based on previous efforts of the CBEP, six focus areas have been defined and discussed above. Each of the focus areas will provide an upper-level organization. Each of the focus areas have been further characterized by goals and in turn to objectives. With direction and consultation with CBEP staff and the program advisory committees, we will identify the specific action plans to be developed. At a minimum, consideration should be given to developing an action plan for each objective. However, we may find that in the process of technical characterization or during the public outreach there may be the need to consider additional actions plans.

Based on our previous experience, we expect that each of the Action Plans for the CBEP CCMP will include the elements defined above. Each action plan should demonstrate how the plans can be integrated into existing management plans and regulatory programs. For example, the Choctawhatchee, Pea and Yellow Rivers Watershed Management Authority will be developing a watershed management plan for Upper Wright’s Creek, a tributary to the Choctawhatchee River. It can reasonably be expected that other such plans will arise as the CCMP progresses. Several of our team members have made significant contributions to a variety of action plans that have comprised CCMPs.

Monitoring Plan – The CBEP CCMP will recommend management actions that will protect and restore the Choctawhatchee Bay and its watershed. The monitoring plan that will be incorporated into the CCMP will be used to assess the degree to which the recommended management actions have met the protection and restoration goals. Dr. Janicki made major contributions to the Tampa Bay National Estuary Program’s monitoring plan and this proposed task reflects his experience.

Our recommendation for an initial task is to conduct a workshop with the TAC, the outcome from which will outline the programmatic monitoring goals based on public concerns, regulatory requirements, and scientific issues. Following this workshop, we will work with Program staff and the TAC in applying a multi-step approach to monitoring program development.

Step one entails explicit definition of the programmatic monitoring goals. Simply put, programmatic goals are the environmental conditions that are expected by implementation of the management and regulatory actions found in the CCMP. Our experience has shown that many monitoring programs have failed due to clear definition of the programmatic goals.



Our second step will translate the programmatic goals to specific monitoring objectives. These objectives will define those measurements that will allow the evaluation of the outcomes from implementation of the CCMP. Importantly, this step in the monitoring plan development will define the specific indicators, the spatial and temporal extent of the program elements, and performance criteria that represent the levels of environmental change that can reasonably be detected.

Step 3 will entail the identification of the specific indicators that will be used to address each monitoring objective. With the results from Step 3, during Step 4 we will review the existing monitoring programs that have similar indicators. This step is a critical to the eventual goal of integration of existing and proposed monitoring programs. A component of this step will be definition of the specific methods for the collection and processing of samples.

The results from Step 4 will provide the proposed monitoring program sampling design that will meet the programmatic goals and objectives. Our experience has shown that most designs either address definition of current conditions (status) or detection of environmental change over time (trends). Typically, both are desired and can be achieved with appropriate methods. The status objective is optimized by increasing spatial resolution while the trends can best be detected by optimizing the temporal resolution. Our last step will be testing the ability of the proposed monitoring program to meet the performance criteria defined in Step 2.

CCMP Production – Our experience in the development of management plans like the CCMP has shown that the “draft-review-redraft” process is essential to the development of the eventual document. As the document undergoes this review and response process, version control will ensure the files being reviewed are the most recent and inclusive of previous comments and questions. There is a wide gamut of software that aids in this process. We will work with CBEP staff to identify the specific methods that allow access to draft work products by interested parties including importantly both technical and public audiences.

Again, our experience has shown that consideration to how this review process will proceed early in the CCMP development process will help avoid going down “dead ends”. We also recommend that the production schedule allows for the needed time for review and response. Therefore, we will work with CBEP staff to define a schedule to achieve this need. As the RFP defines, these are the specific documents that will be produced for delivery to the CBEP:

- An Executive Summary that includes key findings and outlines major program goals and documents the process that led to the eventual CCMP development,
- The final CCMP document, and
- A CCMP Summary to Public Report.

Project Deliverables and Services – In addition to the specific CCMP products defined above, there are several types of project deliverables that include both essential deliverables and some additional deliverables that, given available funding, could be considered.

We will work with CBEP staff to ensure the delivery of the following. Electronic files of all final CCMP documentation compiled as project deliverables shall be provided in the Adobe InDesign file format such that these products are accessible online through both desktop computers and mobile devices. Editable versions of final deliverable documents shall be provided in InDesign file format, including all document text, high resolution photos, and graphics used in the CCMP and associated deliverables, as well as non-standard text fonts. Working drafts of project documents shall be provided in MS Word or Adobe PDF file format. Visual presentation resources supporting the project scope of work shall be provided in the PowerPoint file format. It is expected that the selected consultant team will possess digital, graphic resource development capabilities, and will deliver the CCMP document and associated material in both hard-copy and digital/electronic document formats. Digital and electronic documents developed must conform to the requirements of the Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12101 et seq.), and must be WCAG 2.1 Level AA compliant.

A geodatabase will be assembled containing the spatial features gathered during the development of the CCMP. This form of deliverable will be in a suitable ESRI format and will allow for the collection to be stored in a single database rather than providing a number of shapefiles and their necessary ancillary files which becomes cumbersome. The geodatabase also allows for features to be organized by type, such as boundaries, habitats, utilities, land cover for example. This geodatabase will serve as a baseline for the Program to assess future changes.

Beyond the spatial data, other data types used in the CCMP development must be archived in a form that can be easily accessed for any future analysis or review, such as water quality data. We will work with CBEP staff to define the specific methods to be used to archive these data types.

We also recommend, given available funding, consideration of two additional work products that can provide important aids for CBEP particularly in the future CCMP updates.

An **Action Plan Database** is a tool to aid in CCMP implementation, serving as a central repository of information to document specific projects that address action plans of the CCMP. The Database allows for effective tracking of progress in meeting the goals and objectives of the CCMP, with customized built-in queries providing for quick and efficient summaries. Importantly, it serves as a means of providing credit to stakeholders for activities directed at CCMP implementation. The Database provides information for each project concerning the project's specific objective, CCMP action plan addressed, expected or realized project outcomes, costs, funding sources, location, and schedule. The Database design allows for routine updating with existing and planned projects submitted by participants. This tool has proven to be extremely helpful in future reviews of progress toward CCMP goals.

Recently, we have been following a innovative approach to the scientific process based on collaborative work such as that conducted in CCMP development. The RFP refers to technology-based tools and **open science** refers to such tools that diffuse knowledge by using digital technologies. Ideally, open science techniques provide publicly accessible information in a format that allows dissemination to all levels of inquiry, i.e., both technical and non-technical audiences.

The goal is to provide transparent and accessible knowledge that is shared and developed through collaborative networks. If desired, we will provide additional input to CBEP staff for its consideration.

Schedule - At the most recent CBEC meeting, the funding for this project was discussed, including that the available funding will come over a three-year period. Therefore, we will work with CBEP staff to define a project schedule that will be in sync with the funding cycle. We also stress the need for adequate time to allow public input and for the product “draft-review-redraft” process.

4

Cost



SECTION 4 - COST

This section of our submittal provides our cost proposal. Per the response to Question 12 stated in RFP Addendum #1, our cost proposal provides a detailed breakdown of all cost elements associated with the general scope of work described in Section 3. Specifically, our cost proposal table provided below includes loaded billing rates and direct labor hours for each employee classification to be applied on this project, as well as other direct costs (expenses) associated with each task.

Loaded hourly billing rates for each labor classification and staff member proposed for this project is provided in the table below.

It should be noted that the loaded billing rates shown in this table include:

- Direct labor costs
- Overhead (including G&A)
- Profit.

Loaded billing rates do not include other direct costs (ODC's), which encompass project expenses such as mileage and printing costs. Estimated ODC's are accounted for each task in our cost proposal table.

With respect to the Okaloosa County COST ANALYSIS FORM, RFP Addendum #3 states that *“The intent for mention of this document was informational only, meant to inform prospective respondents of specific information which Okaloosa County would be required to document during the proposal review process in consideration of the use of federal funds.”* We interpret this response to mean that the submittal of the form is not required; however, applicable information requested on the form should be provided with the cost proposal. The key requested information is provided in our cost proposal table allowing the County to consider this information in their deliberations. In addition, audited overhead rates for ESA and Carpe Diem are provided in the forms that can be found in Section 5. We believe that we have adequately addressed all the requested cost information necessary for Okaloosa County to evaluate our cost proposal with respect to other proposers.

Our proposed total project cost including labor, overhead, other direct costs, and fee is \$399,522.

Choctawhatchee Bay Estuary Program														
CCMP Development														
Cost Proposal														
	Labor Classification	Principal	Senior Engineer	Senior Scientist	Engineer 2	Scientist 2	Scientist 1	GIS Analyst	Facilitator	Labor Subtotals		Other	Task	
	Loaded Billing Rate	\$258	\$204	\$200	\$155	\$166	\$145	\$125	\$140	Hours	Dollars	Direct Cost	Totals	
Task No	Task Name													
1	Project Coordination	72	0	0	0	0	72	0	0	144	\$29,016	\$750	\$29,766	
2	Technical Characterization	72	16	112	40	112	64	64	0	480	\$86,312	\$1,200	\$87,512	
3	Facilitation and Outreach	16	0	16	0	16	24	0	280	352	\$52,664	\$12,376	\$65,040	
4	Project Identification (Existing and New)	40	16	112	16	40	40	24	8	296	\$55,024	\$750	\$55,774	
5	Action Plans	72	8	152	0	152	64	32	16	496	\$91,360	\$750	\$92,110	
6	Monitoring Plan	24	8	48	0	64	24	16	0	184	\$33,528	\$750	\$34,278	
7	CCMP Document Production	16	0	24	0	64	56	24	8	192	\$31,792	\$3,250	\$35,042	
	Hours	312	48	464	56	448	344	160	312					
	Dollars	\$80,496	\$9,792	\$92,800	\$8,680	\$74,368	\$49,880	\$20,000	\$43,680					
										Project Totals	2,144	\$379,696	\$19,826	\$399,522

Labor Classification	Loaded Billing Rate	Project Staff
Principal	\$258	Tony Janicki, Doug Robison, Tom Ries
Senior Engineer	\$204	Bryan Flynn
Senior Scientist	\$200	Ray Pribble, Mike Wessel, Bob Woithe, Chris Warn
Engineer 2	\$155	Lindsey Sheehan
Scientist 2	\$166	Kristin Jenkins, Emily Keenan, Amy Paulson
Scientist 1	\$145	Eric Schneider
GIS Analyst	\$125	Jon Perry, Wes Henrickson
Facilitator	\$140	Lynn Cherry

5

Business Credentials and Other Forms



DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED RESPONDENT CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

DATE: 7/15/2021

SIGNATURE: 

COMPANY: Janicki Environmental, Inc.

NAME: Susan S. Janicki

(Typed or Printed)

ADDRESS: 1155 Eden Isle Drive NE

St. Petersburg, FL 33704

TITLE: Director

E-MAIL: SJanicki@JanickiEnvironmental.com

PHONE #: 727-895-7722

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all Respondents, must disclose if any Okaloosa Board of County Commissioner, employee(s), elected official(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

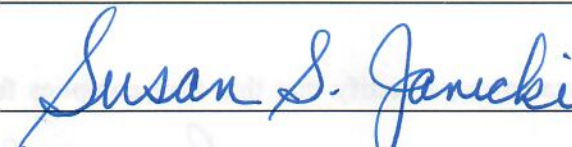
Indicate either "yes" (a county employee, elected official, or agency is also associated with your business), or "no." If yes, give person(s) name(s) and position(s) with your business.

YES: _____ NO: X

NAME(S) POSITION(S)

FIRM NAME: Janicki Environmental, Inc.

BY (PRINTED): Susan S. Janicki

BY (SIGNATURE): 

TITLE: Director

ADDRESS: 1155 Eden Isle Drive NE, St. Petersburg, FL 33704

PHONE NO.: 727-895-7722

E-MAIL : SJanicki@JanickiEnvironmental.com

DATE: 7/15/2021

FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

In accordance with Okaloosa County Policy and Executive Order Number 11-116 from the office of the Governor of the State of Florida, Respondent hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the Respondent during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to the COUNTY upon request.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: 7/15/2021

SIGNATURE: 

COMPANY: Janicki Environmental, Inc.

NAME: Susan S. Janicki

ADDRESS: 1155 Eden Isle Drive NE

TITLE: Director

St. Petersburg, FL 33704

E-MAIL: SJanicki@JanickiEnvironmental.com

PHONE NO.: 727-895-7722

FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

CONE OF SILENCE

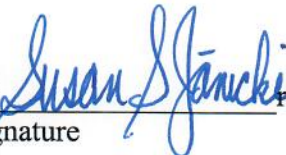
The Board of County Commissioners have established a solicitation silence policy (Cone of Silence) that prohibits oral and written communication regarding all formal solicitations for goods and services (ITB, RFP, ITQ, ITN, and RFP) or other competitive solicitation between the bidder (or its agents or representatives) or other entity with the potential for a financial interest in the award (or their respective agents or representatives) regarding such competitive solicitation, and any County Commissioner or County employee, selection committee member or other persons authorized to act on behalf of the Board including the County's Architect, Engineer or their sub-consultants, or anyone designated to provide a recommendation to award a particular contract, other than the Purchasing Department Staff.

The period commences from the time of advertisement until contract award.

Any information thought to affect the committee or staff recommendation submitted after bids are due, should be directed to the Purchasing Manager or an appointed representative. It shall be the Purchasing Manager's decision whether to consider this information in the decision process.

Any violation of this policy shall be grounds to disqualify the Respondent from consideration during the selection process.


All Respondents must agree to comply with this policy by signing the following statement and including it with their submittal.

I Susan S. Janicki  representing Janicki Environmental, Inc.
Signature Company Name

On this 15 day of July 2021, I hereby agree to abide by the County's "Cone of Silence Clause" and understand violation of this policy shall result in disqualification of my proposal/submittal.

INDEMNIFICATION AND HOLD HARMLESS

Respondent shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Respondent and other persons employed or utilized by the Respondent in the performance of this Agreement.

<hr/> <p>Janicki Environmental, Inc.</p> <hr/>	 <hr/>
Respondent's Company Name	Authorized Signature – Manual
<hr/> <p>1155 Eden Isle Drive NE St. Petersburg, FL 33704</p> <hr/>	<p>Susan S. Janicki</p> <hr/>
Physical Address	Authorized Signature – Typed
<hr/> <p>1155 Eden Isle Drive NE St. Petersburg, FL 33704</p> <hr/>	<p>Director</p> <hr/>
Mailing Address	Title
<hr/> <p>727-895-7722</p> <hr/>	<p>727-895-4333</p> <hr/>
Phone Number	FAX Number
<hr/> <p>727-744-7221</p> <hr/>	<p>727-895-7722</p> <hr/>
Cellular Number	After-Hours Number(s)
<hr/> <p>7/15/2021</p> <hr/>	<p>SJanicki@JanickiEnvironmental.com</p> <hr/>
Date	Email

COMPANY DATA

Respondent's Company Name:	Janicki Environmental, Inc.
Physical Address & Phone #:	1155 Eden Isle Drive NE
	St. Petersburg, FL 33704
	727-895-7722
Contact Person (Typed-Printed):	Susan Janicki
Phone #:	727-895-7722
Cell #:	727-744-7221
Email:	SJanicki@JanickiEnvironmental.com
Federal ID or SS #:	59-3560050
Respondent's License #:	N/A
Respondent's DUNS #:	052447765
Fax #:	727-895-4333
Emergency #'s After Hours, Weekends & Holidays:	727-895-7722

SYSTEM FOR AWARD MANAGEMENT (OCT 2016)

(a) Definitions. As used in this provision.

“Electronic Funds Transfer (EFT) indicator” means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see [subpart 32.11](#)) for the same entity.

“Registered in the System for Award Management (SAM) database” means that.

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see [subpart 4.14](#)) into the SAM database;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record “Active”.

“Unique entity identifier” means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror’s name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM database.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

- (1) Company legal business name.
- (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (3) Company Physical Street Address, City, State, and Zip Code.
- (4) Company Mailing Address, City, State and Zip Code (if separate from physical).
- (5) Company telephone number.

- (6) Date the company was started.
- (7) Number of employees at your location.
- (8) Chief executive officer/key manager.
- (9) Line of business (industry).
- (10) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov> .

Offerors SAM information:

Entity Name:	Janicki Environmental, Inc.
Entity Address:	1155 Eden Isle Drive NE St. Petersburg, FL 33704
Duns Number:	052447765
CAGE Code:	3P1Q0

(6) Date the company was started
(7) Number of employees at your location
(8) **LOBBYING - 31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20**
(9) Line of business (industry)

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

The undersigned [Contractor] certifies, to the best of his or her knowledge 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 making lobbying contacts to 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 [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

[Note: Pursuant to 31 U.S.C. § 1352(c)(1) -(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, Janicki Environmental, 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. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Susan S. Janicki Signature of Contractor's Authorized Official

Susan S. Janicki Name and Title of Contractor's Authorized Official

7/15/2021 Date

Government Debarment & Suspension

Instructions

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Orders 12549, at Subpart C of OMB 2 C.F.R. Part 180 and 3000.332. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Orders 12549, Debarment and Suspension, and OMB 2 C.F.R. Part 180, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880.

**[READ INSTRUCTIONS ON PREVIOUS PAGE BEFORE COMPLETING
CERTIFICATION]**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency;
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal

Printed Name and Title of Authorized Representative _____

Susan S. Janicki


Signature

7/15/2021

Date

VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate, the bid proposer, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may disqualify the bid proper immediately or immediately terminate any agreement entered into for cause if the bid proposer is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the bid proposer has submitted a false certification, the County will provide written notice to the bid proposer. Unless the bid proposer demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the bid proposer. If the County's determination is upheld, a civil penalty shall apply, and the bid proposer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by bid proposer.

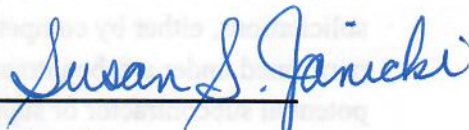
As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: 7/15/2021

COMPANY: Janicki Environmental, Inc.

ADDRESS: 1155 Eden Isle Drive NE
St. Petersburg, FL 33704

PHONE NO.: 727-895-7722

SIGNATURE: 

NAME: Susan S. Janicki
(Typed or Printed)

TITLE: Director

E-MAIL: SJanicki@JanickiEnvironmental.com

Exhibit "A"

Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The [*contractor* | *consultant*] has full responsibility to monitor compliance to the referenced statute or regulation. The [*contractor* | *consultant*] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

E-VERIFY

Enrollment and verification requirements.

- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall-

- a. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award;
 - b. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,
 - c. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of
 - a. All new employees.
 - i. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
 - b. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
 - ii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State of local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working

in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of-

- i. Enrollment in the E-Verify program; or
- ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

- i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.
- ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
- iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee-

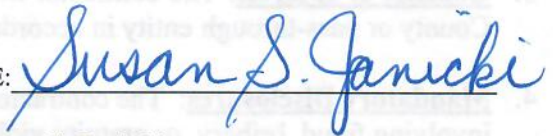
- (a) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
- (b) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
- (c) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Contractors.

Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph € (appropriately modified for identification of the parties in each subcontract that-

- (1) Is for-(i) Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or (ii) Construction;
- (2) Has a value of more than \$3,500; and
- (3) Includes work performed in the United States.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: 7/15/2021

SIGNATURE: 

COMPANY: Janicki Environmental, Inc.

NAME: Susan S. Janicki

ADDRESS: 1155 Eden Isle Drive NE
St. Petersburg, FL 33704

TITLE: Director

E-MAIL: SJanicki@JanickiEnvironmental.com

PHONE NO.: 727-895-7722

EXHIBIT B
GENERAL GRANT FUNDING SPECIAL PROPOSAL CONDITIONS

Respondents shall comply with the clauses as enumerated below, if applicable.

1. **Drug Free Workplace Requirements:** Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub l 100-690, Title V, Subtitle D) All contractors entering into Federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.
2. **Contractor Compliance:** The contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards.
3. **Conflict of Interest:** The contractor must disclose in writing any potential conflict of interest to the County or pass-through entity in accordance with applicable Federal policy.
4. **Mandatory Disclosures:** The contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.
5. **Utilization of Small and Minority Businesses, Women’s Business Enterprises and Labor Surplus Area Firms:** The contractor must take all necessary affirmative steps to assure that small, minority, and women-owned businesses are utilized when possible, in accordance with 2CFR 200.321. If subcontracts are to be let, prime contractor will require compliance of this provision by all sub-contractors. Prior to contract award, the contractor shall document efforts to assure that such businesses are solicited when there are potential sources; that the contractor made an effort to divide total requirement, when economically feasible, into smaller tasks or quantities to permit maximum participation by such businesses; and, that the contractor has established delivery schedules, where permitted, to encourage such businesses respond. Contractor and sub-contractor shall utilize service and assistance from such organizations as SBA, Minority Business Development Agency of the Department of Commerce, the Florida Department of Management Services (Office of Supplier Diversity), the Florida Department of Transportation, Minority Business Development Center, and Local Government M/DBE programs, available in many large counties and cities. Documentation, including what firms were solicited as suppliers and/or sub-contractors, as applicable, shall be included with the bid proposal.
6. **Equal Employment Opportunity:** (As per Executive Order 11246) The contractor may not discriminate against any employee or applicant for employment because of age, race, color, creed, sex, disability or national origin. The contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, race, color, creed, sex, disability or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.
7. **Davis-Bacon Act: (Construction Contracts in excess of \$2,000):** When applicable, contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). Contractors are required to pay wages at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than

once a week, submit certified payroll documents to the County, and allow the County or its designee to interview employees regarding wage determinations.

8. **Copeland Anti Kick Back Act**: If applicable to this contract, contractors shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated by reference to this contract. Contractors are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.
9. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701–3708): Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
10. **Clean Air Act (42 U.S.C. 7401–7671q.)** and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387): as amended—The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
11. **Debarment and Suspension** (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The contractor shall certify compliance. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts.
12. **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352): Contractors that apply or bid for an award exceeding \$100,000 must 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 must 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 non-Federal award. The contractor shall certify compliance.

13. **Rights to Inventions Made Under a Contract or Agreement:** Okaloosa County Board of County Commissioners, and the Federal Funding Agency, where applicable, shall hold sole rights to all inventions for any experimental, developmental, or research work performed by the Contractor and funded with Government funds through this contract.
14. **Procurement of Recovered Materials:** Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.
15. **Access to Records and Reports:**
Contractor will make available to the County's granting agency, the granting agency's Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, Okaloosa County, Okaloosa County Clerk of Court's Inspector General, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the contractor that are pertinent to the County's grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the contractor's personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.
16. **Record Retention:**
Contractor will retain of all required records pertinent to this contract for a period of three years, beginning on the date of final payment of contract, unless otherwise specified herein.
17. **Federal Changes:** Contractor shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the contract.
18. **Termination for Default (Breach or Cause):**
If Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the County may terminate the contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.
19. **Safeguarding Personal Identifiable Information**
Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.
20. **Prohibition on utilization of cost plus a percentage of cost contracts:** The County will not award contracts containing Federal funding on a cost plus percentage of cost basis.
21. **Prohibition on utilization of time and material type contracts:** The County will not award contracts based on a time and material basis if the contract contains Federal funding.

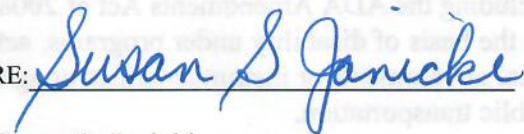
22. **Disputes:** Any dispute arising under this Agreement which is not settled by agreement of the parties may be settled by mediation, arbitration, or other appropriate legal proceedings. Pending any decision, appeal or judgment in such proceedings or the settlement of any dispute arising under this Agreement, shall proceed diligently with the performance of this Agreement in accordance with the decision of the County. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Okaloosa County.

23. **Energy Policy and Conservation Act (43 U.S.C. § 6201)**

Contracts shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: 7/15/2021

SIGNATURE: 

COMPANY: Janicki Environmental, Inc.

NAME: Susan S. Janicki

ADDRESS: 1155 Eden Isle Drive NE
St. Petersburg, FL 33704

TITLE: Director

E-MAIL: SJanicki@JanickiEnvironmental.com

PHONE NO.: 727-895-7722

EXHIBIT C
CONTRACT CLAUSES

Non-Discrimination Requirements

During the performance of this contract, the Contractor will comply with all requirements summarized below and ensure that all subcontractors comply with and all subcontracts contain these requirements:

(1) Statutory Provisions

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) prohibits discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
- b. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.) prohibits discrimination on the basis of sex under federally assisted education programs or activities;
- c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;
- d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance;
- e. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.) (“ADA”), including the ADA Amendments Act of 2008 (Public Law 110-325, (“ADAAA”)), prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation.
- f. Any other applicable non-discrimination law(s).

(2) Regulatory Provisions

- a. Treasury Title VI regulations, 31 C.F.R. Part 22, implement Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d, et seq.) which prohibits discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
- b. Treasury Title IX regulations, 31 Part 28, implement Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.) which prohibits discrimination on the basis of sex under federally assisted education programs or activities.
- c. Treasury Age Discrimination regulations, 31 C.F.R. Part 23, implement the Age Discrimination Act of 1975, which prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance.

(3) Other Provisions

- a. Parts II and III of EO 11246 (30 Fed. Reg. 12319, 1965), “Equal Employment Opportunity,” as amended by EO 11375 (32 Fed. Reg. 14303, 1967) and 12086 (43 Fed. Reg. 46501, 1978), require federally assisted construction contracts to include the nondiscrimination provisions of §§ 202 and 203 of EO 11246 and Department of Labor regulations implementing EO 11246 (41 C.F.R. § 60-1.4(b), 1991).

b. EO 13166 (August 11, 2000), “Improving Access to Services for Persons With Limited English Proficiency,” requires federal agencies to examine the services provided, identify any need for services to those with limited English proficiency (LEP), and develop and implement a system to provide those services so LEP persons can have meaningful access to them.

(4) Title VII Exemption for Religious Organizations

Generally, Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq., provides that it shall be an unlawful employment practice for an employer to discharge any individual or otherwise to discriminate against an individual with respect to compensation, terms, conditions, or privileges of employment because of such individual’s race, color, religion, sex, or national origin. However, Title VII, 42 U.S.C. § 2000e-1(a), expressly exempts from the prohibition against discrimination on the basis of religion, a religious corporation, association, educational institution, or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities.

(5) Protections for Whistleblowers

In accordance with 41 U.S.C. § 4712, neither the contractors (vendors) or subcontractors may discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to a person or entity listed below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant:

- a. A Member of Congress or a representative of a committee of Congress;
- b. An Inspector General;
- c. The Government Accountability Office;
- d. A Treasury employee responsible for contract or grant oversight or management;
- e. An authorized official of the Department of Justice or other law enforcement agency;
- f. A court or grand jury; and/or
- g. A management official or other employee of the recipient, subrecipient, vendor, contractor (vendor), or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Equal Employment Opportunity

During the performance of this contract, the Contractor will comply with all requirements below and ensure that all subcontractors comply with and all subcontracts contain these requirements:

(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 Contractor 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.

The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of 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 Contractor 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 subcontractor 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.

Davis Bacon

During the performance of this contract, the Contractor will comply with all requirements below and ensure that all subcontractors comply with and all subcontracts contain these requirements:

(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, 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.

(iii) 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.

(iv) 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 County 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 maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate 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 (write in name of 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 (write in name of appropriate 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 (write in name of 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.

(iii) 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 (write the name of the 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 subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that

determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the 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 the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime 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) 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.

(10) Certification of eligibility.

(i) 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).

(ii) 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).

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

Copeland "Anti-Kickback" Act Clause

During the performance of this contract, the Contractor will comply with all requirements below and ensure that all subcontractors comply with and all subcontracts contain these requirements:

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

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the 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 of these contract clauses. (3) 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.

Contract Work Hours and Safety Standards Clause

During the performance of this contract, the Contractor will comply with all requirements below and ensure that all subcontractors comply with and all subcontracts contain these requirements:

(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 \(1\)](#) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid [wages](#). In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under [contract](#) for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual [laborer](#) or mechanic, including watchmen and guards, [employed](#) in violation of the clause set forth in [paragraph \(1\)](#) of this section, in the sum of \$25 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 County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld,

from any moneys payable on account of work performed by the Contractor or subcontractor under any such [contract](#) or any other Federal [contract](#) with the same prime contractor, or any other federally-assisted [contract](#) subject to the [Contract](#) Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid [wages](#) and liquidated damages as provided in the clause set forth in [paragraph \(2\)](#) of this section.

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

Debarment and Suspension Status

The Contractor shall verify that no subcontractors or principals of subcontractors appear on the federal government's Excluded Parties List prior to executing an agreement or contract with that entity. The Contractor may not contract with an entity or that entity's principals if that entity or any of its principals appears on the Excluded Parties List. The Excluded Parties List is accessible at <http://www.sam.gov>. The Award, which is included in Exhibit J, and this Project which is funded at least in part by that Award is subject to 31 C.F.R. Part 19.

Drug Free Workplace

The contractor must comply with the provisions of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Sec. 5153, as amended by Public Law 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S.C. § 8102), Treasury implementing regulations at 31 C.F.R. Part 20, and Section 112.0455, Florida Statutes, which require that the County take steps to provide a drug-free workplace. The Contractor will ensure that all subcontractors comply with these requirements and all subcontracts contain these requirements.

Lobbying Restrictions

During the performance of this contract, the Contractor will comply with all requirements below and ensure that all subcontractors comply with and all subcontracts contain these requirements:

(1) Statutory Provisions

The Contractor must comply with the provisions of 31 U.S.C. § 1352 and regulations at 31 C.F.R. Part 21. No appropriated funds may be expended by the recipient of a Federal grant to pay 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 making of any Federal grant or the extension, continuation, renewal, amendment, or modification of any Federal grant.

(2) Disclosure of Lobbying Activities

The Contractor must disclose lobbying activities by submitting a completed Form SF-LLL, "Disclosure of Lobbying Activities," regarding the use of non-federal funds for lobbying. The Contractor and all subcontractors, at any tier, who receives a contract or subcontract exceeding \$100,000 under the Award, shall file with the tier above them a certifications, set forth in Appendix A of 31 C.F.R. Part 21, that the contractor or subcontractor has not made, and will not make, any payment prohibited by 31 U.S.C. § 1352, as amended. Pursuant to 31 C.F.R. 21.100(d), the certification shall be filed to the next tier above. The Form SF-LLL must be submitted within 15 days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously

filed. The Form SF-LLL must be submitted from subcontractor to contractor until received by the County. The County will submit the Forms SF-LLL, including those received from Contractors and subcontractors, to Treasury within 30 days following the end of the calendar period. Every certification filed shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared with any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification. If a person fails to file a required certification, the United States may pursue all available remedies, including those authorized by 31 U.S.C. § 1352. The Award, which is included in Exhibit J, and this Project which is funded at least in part by that Award is subject 31 U.S.C § 1352.

Prohibited and Criminal Activities

During the performance of this contract, the Contractor will comply with all requirements below and ensure that all subcontractors comply with and all subcontracts contain these requirements:

- a. The Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3812), provides for the imposition of civil penalties against persons who make false, fictitious, or fraudulent claims to the federal government for money (including money representing grants, loans or other benefits).
- b. False Statements, as amended (18 U.S.C. §1001) provides that whoever makes or presents any materially false, fictitious, or fraudulent statements to the United States shall be subject to imprisonment of not more than five years.
- c. False, Fictitious, or Fraudulent Claims, as amended (18 U.S.C. § 287) provides that whoever makes or presents a false, fictitious, or fraudulent claim against or to the United States shall be subject to imprisonment of not more than five years and shall be subject to a fine in the amount provided in 18 U.S.C. § 287.
- d. False Claims Act, as amended (31 U.S.C. 18 U.S.C. § 3729 et seq.), provides that suits under this act can be brought by the federal government, or a person on behalf of the federal government, for false claims under federal assistance programs.
- e. Copeland “Anti-Kickback” Act, as amended (18 U.S.C. § 874 and 40 U.S.C. § 276c), prohibits a person or organization engaged in a federally supported project from enticing an employee working on the project from giving up a part of his compensation under an employment contract. The Copeland “Anti-Kickback” Act also applies to contractors and subcontractors pursuant to 40 U.S.C. § 3145.

Goals for Women and Minorities in Construction

During the performance of this contract, the Contractor will comply with all requirements below and ensure that all subcontractors comply with and all subcontracts contain these requirements:

Department of Labor regulations set forth in 41 CFR 60-4 establish goals and timetables for participation of minorities and women in the construction industry. These regulations apply to all federally assisted construction contracts in excess of \$10,000. The Contractor must comply with these regulations and must obtain compliance with 41 CFR 60-4 from subcontractors employed in the completion of the Project by including such notices, clauses and provisions in any subcontract procurements as required by 41 CFR 60-4. The goal for participation of women in each trade area

must be as follows:

a. From April 1, 1981, until further notice: 6.9 percent;

b. All changes to this goal, as published in the Federal Register in accordance with the Office of Federal Contract Compliance Programs regulations at 41 CFR 604.6, or any successor regulations, must hereafter be incorporated by reference into these Special Award Conditions; and, c. Goals for minority participation must be as prescribed by Appendix B-80, Federal Register, Volume 45, No. 194, October 3, 1980, or subsequent publications. The Recipient must include the “Standard Federal Equal Employment Opportunity Construction Contract Specifications” (or cause them to be included, if appropriate) in all federally assisted contracts and subcontracts. The goals and timetables for minority and female participation may not be less than those published pursuant to 41 CFR 60-6. The Contractor must take all necessary affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

a. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women’s business enterprises;

d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises; and

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

f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in (a) through (e) of this paragraph.

Clean Air Act and Federal Water Pollution Control Act Clause

During the performance of this contract, the Contractor will comply with all requirements below and ensure that all subcontractors comply with and all subcontracts contain these requirements:

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Maximize Use of Recovered/Recycled Materials

During the performance of this contract, the Contractor will comply with all requirements below and ensure that all subcontractors comply with and all subcontracts contain these requirements:

The Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 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.

Byrd Anti-Lobbying Amendment

During the performance of this contract, the Contractor will comply with all requirements below and ensure that all subcontractors comply with and all subcontracts contain these requirements:

Contractors that apply or bid for an award of \$100,000 or more must 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 must 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 non-Federal award.

Standard Patent Rights

If this Agreement is for the performance of experimental, developmental, or research work that is funded in whole or in part by the Federal Government, then the following provisions shall apply:

(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 plant which is or may be protected under the Plant Variety Protection Act ([7 U.S.C. 2321 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.

(7) The term *statutory period* means the one-year period before the effective filing date of a claimed [invention](#) during which exceptions to prior art exist per [35 U.S.C. 102\(b\)](#) as amended by the Leahy-Smith America Invents Act, [Public Law 112-29](#).

(8) The term *contractor* means any person, [small business firm](#) or [nonprofit organization](#), or, as set forth in section 1, paragraph (b)(4) [of Executive Order 12591](#), as amended, any business firm regardless of size, which is a party to a [funding agreement](#).

(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 a patent, a printed publication, public use, sale, or other availability to the public 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. If the *contractor* files a provisional application as its [initial patent application](#), it shall file a non-provisional application within 10 months of the filing of the provisional application. The *contractor* will file [patent applications](#) in additional countries or international patent offices within either ten months of the first filed [patent application](#) or six months from the date permission is granted by the Commissioner of Patents to file foreign [patent applications](#) where such filing has been prohibited by a Secrecy Order.

(4) For any [subject invention](#) with *Federal agency* and *contractor* co-inventors, where the *Federal agency* employing such co-inventor determines that it would be in the interest of the government, pursuant to [35 U.S.C. 207\(a\)\(3\)](#), to file an [initial patent application](#) on the [subject invention](#), the *Federal agency* employing such co-inventor, at its discretion and in consultation with the *contractor*, may file such application at its own expense, provided that the *contractor* retains the ability to elect title pursuant to [35 U.S.C. 202\(a\)](#).

(5) Requests for extension of the time for disclosure, election, and filing under paragraphs (1), (2), and (3) of this clause may, at the discretion of the *Federal agency*, be granted. When a *contractor* has requested an extension for filing a non-provisional application after filing a provisional application, a one-year extension will be granted unless the *Federal agency* notifies the *contractor* within 60 days of receiving the request.

(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 paragraph (c) of this clause, or elects not to retain title.

(2) In those countries in which the *contractor* fails to file [patent applications](#) within the times specified in paragraph (c) of this clause; provided, however, that if the *contractor* has filed a [patent application](#) in a country after the times specified in paragraph (c) of this clause, 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 non-provisional [patent application](#) for, to pay a maintenance, annuity or renewal fee on, or to defend in a 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 agency* except when transferred to the successor of that party of the *contractor's* business 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) of this clause, to assign to the *contractor* the entire right, title and interest in and to each [subject invention made](#) under contract, 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 paragraph (c)(1) of this clause. 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) For each [subject invention](#), the *contractor* will, no less than 60 days prior to the expiration of the statutory deadline, notify the *Federal agency* of any decision: Not to continue the prosecution of a non-provisional [patent application](#); not to pay a maintenance, annuity or renewal fee; not to defend in a reexamination or opposition proceeding on a patent, in any country; to request, be a party to, or take action in a trial proceeding before the Patent Trial and Appeals Board of the U.S. Patent and Trademark Office, including but not limited to post-grant review, review of a business method patent, *inter partes* review, and derivation proceeding; or to request, be a party to, or take action in a non-trial submission of art or

information at the U.S. Patent and Trademark Office, including but not limited to a pre-issuance submission, a post-issuance submission, and supplemental examination.

(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 to be performed by a subcontractor.. 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) The *contractor* will include in all other subcontracts, regardless of tier, for experimental developmental or research work the patent rights clause required by (*cite section of agency implementing regulations or FAR*).

(3) 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 (j) 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 (j) of this clause. As required by [35 U.S.C. 202\(e\)\(5\)](#), 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 inventions](#) 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 *Federal agency* may review the *contractor's* licensing program and decisions regarding small business applicants, and the *contractor* will negotiate changes to its licensing policies, procedures, or practices with the *Federal agency* when the *Federal agency's* review discloses that the *contractor* could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4). In accordance with [37 CFR 401.7](#), the *Federal agency* or the *contractor* may request that the [Secretary](#) review the *contractor's* licensing program and decisions regarding small business applicants.

ADA Standards for Accessible Design for Construction Awards

During the performance of this contract, the Contractor will comply with all requirements below and ensure that all subcontractors comply with and all subcontracts contain these requirements:

The U.S. Department of Justice has issued revised regulations implementing Title II of the ADA (28 C.F.R. Part 35) and Title III of the ADA (28 C.F.R. Part 36). The revised regulations adopted new enforceable accessibility standards called the “2010 ADA Standards for Accessible Design” (2010 Standards). The 2010 Standards are an acceptable alternative to the Uniform Federal Accessibility Standards (UFAS). Treasury deems compliance with the 2010 Standards to be an acceptable means of complying with the Section 504 accessibility requirements for new construction and alteration projects. All new construction and alteration projects must comply with the 2010 Standards.

State of Florida

Department of State

I certify from the records of this office that JANICKI ENVIRONMENTAL, INC. is a corporation organized under the laws of the State of Florida, filed on February 25, 1999.

The document number of this corporation is P99000018135.

I further certify that said corporation has paid all fees due this office through December 31, 2021, that its most recent annual report/uniform business report was filed on January 8, 2021, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Eighth day of January, 2021*



Ronald R. De

Secretary of State

Tracking Number: 5480686006CC

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

2021 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P99000018135

Entity Name: JANICKI ENVIRONMENTAL, INC.

Current Principal Place of Business:

1155 EDEN ISLE DR. N.E.
ST. PETERSBURG, FL 33704

Current Mailing Address:

1155 EDEN ISLE DR. N.E.
ST. PETERSBURG, FL 33704

FEI Number: 59-3560050

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

ROWE, JAMES CESQ
770 2ND AVE SO
ST. PETERSBURG, FL 33701 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title P
Name JANICKI, ANTHONY J
Address 1155 EDEN ISLE DR NE
City-State-Zip: SAINT PETERSBURG FL 33704

Title SRVP
Name PRIBBLE, JOHN R
Address 1640 N DAKOTA AVE NE
City-State-Zip: SAINT PETERSBURG FL 33703

Title DIRECTOR, CEO, SECRETARY,
TREASURER
Name JANICKI, SUSAN
Address 1155 DEN ISLE DR NE
City-State-Zip: SAINT PETERSBURG FL 33704

Title VP
Name WESSEL, MIKE R
Address 175 17TH AVENUE NORTH
City-State-Zip: SAINT PETERSBURG FL 33704

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

SIGNATURE: SUSAN S. JANICKI

DIRECTOR

01/08/2021

Electronic Signature of Signing Officer/Director Detail

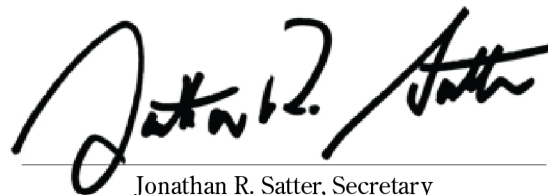
Date

State of Florida

Woman Business Certification

Janicki Environmental, Inc.

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
04/21/2021 to 04/21/2023



Jonathan R. Satter, Secretary
Florida Department of Management Services

State of Florida

Department of State

I certify from the records of this office that ENVIRONMENTAL SCIENCE ASSOCIATES CORPORATION is a California corporation authorized to transact business in the State of Florida, qualified on March 20, 2000.

The document number of this corporation is F00000001598.

I further certify that said corporation has paid all fees due this office through December 31, 2021, that its most recent annual report/uniform business report was filed on January 6, 2021, and that its status is active.

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

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Sixth day of January, 2021*



Ronald R. DeBevoise
Secretary of State

Tracking Number: 7835341018CC

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RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

BOARD OF PROFESSIONAL ENGINEERS

THE ENGINEERING BUSINESS HEREIN IS AUTHORIZED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

ENVIRONMENTAL SCIENCE ASSOCIATES CORPORATION

550 KEARNY STREET
SUITE 800
SAN FRANCISCO CA 94108

LICENSE NUMBER: CA31725

EXPIRATION DATE: FEBRUARY 28, 2021

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Ron DeSantis, Governor



FBPE
FLORIDA BOARD OF
PROFESSIONAL ENGINEERS

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

FLYNN, BRYAN DAVID

2608 WILSON CIRCLE
LUTZ FL 33548

LICENSE NUMBER: PE70856

EXPIRATION DATE: FEBRUARY 28, 2023

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State of Alabama

Board of Licensure for Professional Engineers and Land Surveyors

This is to certify that

ENVIRONMENTAL SCIENCE ASSOCIATES

Having given satisfactory evidence of the necessary qualifications required by
law has been duly certificated and is hereby issued Certificate of
Authorization

CA- 5530 - E

authorizing the firm to provide or offer to provide

Engineering

services in the State of Alabama through individual licensed professional
licensees as agents, employees, officers or partners.

This certificate requires the firm to operate in the State of Alabama as

ENVIRONMENTAL SCIENCE ASSOCIATES

This certificate will lapse January 31, 2021 unless renewed.



In Testimony whereof, witness the signature of
the Executive Director under seal of the Board
on December 19, 2019

William R. Huett

Executive Director

RECEIPT NO.
20191219000013910

State of Alabama



Board of Licensure for Professional Engineers and Land Surveyors

This is to certify that

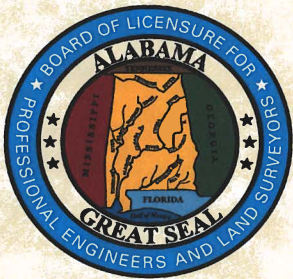
BRYAN DAVID FLYNN

having given satisfactory evidence of the necessary qualifications required by law has been duly licensed and is hereby authorized to practice in the State of Alabama as a

PROFESSIONAL ENGINEER

License No. 38926-E

In testimony whereof witness the signature of the Chair and Secretary
under seal of the Board on January 06, 2020



Randall D. Whorton
Randall D. Whorton, Chair

Joseph F. Breighner, Jr.
Joseph F. Breighner, Jr., Secretary



RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAUT, P.E.
SECRETARY

This Office has completed the review of the Rate Audit Report submitted by Environmental Science Associates for the period ending December 31, 2019. The rates we have accepted are listed below. The accepted rates allow the Consultant to exceed contract fees of \$500,000 per contract.

REVIEW OF AUDIT REPORT

<i>CONSULTANT NAME</i>	Environmental Science Associates	<i>FY Ended</i>	12/31/19	<i>Rate Expiration Date</i>	7/1/21
<i>CPA'S NAME</i>	Gusman & Associates, CPAs	<i>DATE of RECEIPT</i>	6/17/20	<i>AUDIT DATE</i>	5/31/20

REPORT STATUS

<i>ACCEPTED</i>	<i>REJECTED</i>	<i>OT PREMIUM</i>	<i>Reimb. Actual Expenses</i>
X		Excluded <small>(Excl or Reimb)</small>	NO

COST BASED RATES

<u>OVERHEAD</u>		<u>DIRECT EXPENSE</u>		<i>FCCM</i>	<i>Published Fee Schedule</i>
<i>Home</i>	<i>Field</i>	<i>Home</i>	<i>* Field</i>	<i>FCCM</i>	<i>Published Fee Schedule</i>
188.42%	140.08%	8.92%	15.52%	0.000%	NO

* Includes No Rent or Utilities

State of Florida

Department of State

I certify from the records of this office that CARPE DIEM COMMUNITY SOLUTIONS, INC. is a corporation organized under the laws of the State of Florida, filed on April 10, 2003.

The document number of this corporation is P03000041892.

I further certify that said corporation has paid all fees due this office through December 31, 2021, that its most recent annual report/uniform business report was filed on January 14, 2021, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Fourteenth day of January,
2021*



Ronald R. Be...
Secretary of State

Tracking Number: 6679947049CC

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

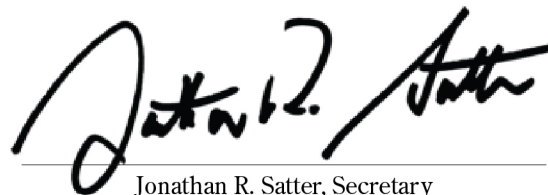
<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

State of Florida

Woman Business Certification

Carpe Diem Community Solutions, Inc.

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
03/05/2021 to 03/05/2023



Jonathan R. Satter, Secretary
Florida Department of Management Services



Disadvantaged Business Enterprise Certificate of Eligibility

Granted to

CARPE DIEM COMMUNITY SOLUTIONS INC

It has been determined that the firm listed above has met the federal requirements in accordance with the Code of Federal Regulations (49 CFR Part 26) and is thereby eligible to participate in the Disadvantaged Business Enterprise Program in the State of Florida.

NAICS CODES:

813319 541690

611710 541820

611430 541618

Issue Date: October 21, 2013

A handwritten signature in cursive script that reads "Victoria V. Smith".

VICTORIA V. SMITH

*Disadvantaged Business Enterprise Certification Manager
Florida Department of Transportation*

From: [Owens, Jeffrey](#)
To: [Kell, Carliayn](#)
Cc: [Cook, Jon](#); [Walls, Kelly](#); [Lynn Cherry](#)
Subject: Carpe Diem Community Solutions, Inc. - approval memo for FYE 12/31/20
Date: Tuesday, June 8, 2021 6:49:12 AM
Attachments: [image001.png](#)
[image002.png](#)



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAUT, P.E.
SECRETARY

This Office has completed a review of the self-certification information submitted by Carpe Diem Community Solutions, Inc. for the period ending December 31, 2020. The rates we have accepted are listed below. ***This Firm is not a Professional Services Firm as defined by Rule Chapter 14-75.***

REVIEW OF SELF-CERTIFICATION						
CONSULTANT NAME	Carpe Diem Community Solutions, Inc.	F/Y Ended	12/31/20	Rate Expiration Date	6/30/22	
CPA'S NAME	Self-Certification	DATE OF RECEIPT	6/2/21	Cert. DATE	6/1/21	
REPORT STATUS						
REJECTED		OT PREMIUM		Reimb. Actual Expenses		
X		Excluded <small>(Excluded or Reimb)</small>		YES		
COST BASED RATES						
OVERHEAD		DIRECT EXPENSE		FCCM	Published Fee Schedule	
Home	Field	Home	Field	0.000%	NO	
29.84%						

FID # 04-3752787

Jeffrey B. Owens
 Procurement Office
 Florida Department of Transportation
 850-414-4539
jeffrey.owens@dot.state.fl.us

Please note that Florida has a broad public records law and that all correspondence, including e-mail, may be subject to disclosure. However, Indirect Cost Rate information is protected by Title 23 U.S. Code 112.

Resumes



ANTHONY J. JANICKI, PH.D.
President, Janicki Environmental, Inc.



Dr. Janicki is the president and co-founder of Janicki Environmental, Inc. His expertise is recognized with 48 years of experience in the areas of aquatic ecology, water quality modeling and assessments, monitoring program design, limnology, estuarine ecology, and biological assessments. In 1999 Janicki Environmental, Inc. was founded to provide consulting services to public and private entities in the areas of water supply, watershed management and planning, and aquatic ecology. Janicki Environmental, Inc. has been heavily involved in water quality issues related to Florida's Impaired Water Rule, development of Numeric Nutrient Criteria, Total Maximum Daily Loads, Minimum Flows and Levels, and Basin Management Action Plans.

EDUCATION

Ph.D. Biology, West Virginia University, 1980
M.S. Biology, West Virginia University, 1976
B.S. General Science, Gannon University, 1973

PROJECT EXPERIENCE

Tampa Bay Nitrogen Management Consortium 2017 Reasonable Assurance Update Technical Support (Tampa Bay Estuary Program): This work effort included development of 2012-2016 loadings to Tampa Bay, TN load allocation compliance assessment, evaluation of Old Tampa Bay model output in aid of assessing potential management actions to enhance seagrass recovery, implementing new model scenarios for additional management action evaluation, and completing water quality trends analysis. Dr. Janicki was the project manager for this effort, and worked closely with TBEP partners and assisted in meeting facilitation.

Tampa Bay Nitrogen Management Consortium 2009 Reasonable Assurance Update Technical Support (Tampa Bay Estuary Program): This effort included data analysis and evaluation of loadings to assist in arriving at entity-specific nitrogen load allocations as part of the effort by local stakeholders in Tampa Bay and the TBEP in the development of the 2009 Reasonable Assurance Addendum: Allocation & Assessment Report. This report synthesized over 3 years of effort among the stakeholders' group, the Tampa Bay Nitrogen Management Consortium (TBNMC), to develop nitrogen load allocations for all entities and major sources within the Tampa Bay watershed, consistent with the federally-recognized nitrogen TMDL for Tampa Bay. During this effort, Dr. Janicki lead the effort to work with the members of the TBNMC, TBEP staff, and EPA and FDEP to develop equitable distributions of the burden of nitrogen load reductions.

Old Tampa Bay Integrated Model (Tampa Bay Estuary Program): Dr. Janicki was responsible for all aspects of this complicated project. The goal was to develop a suite of models to evaluate potential management actions to improve water quality, sediment characteristics, and expand seagrass coverage in Old Tampa Bay, so that models include a watershed model, a water body hydrodynamic model, a water body water quality model, and optical and ecological models for evaluating changes in potential light availability and habitat availability. Model results indicated that the greatest positive responses in seagrass expansion in Old Tampa Bay were due to nutrient load reductions.

Recommendation of numeric nutrient criteria for Tampa Bay, Sarasota Bay, Charlotte Harbor, and Clearwater Harbor/Saint Joseph Sound: Janicki Environmental, Inc., working in cooperation with the Tampa Bay Estuary Program, Sarasota Bay Estuary Program, Coastal & Heartland National Estuary Partnership, Pinellas County, and the Southwest Florida Water Management District, developed recommendations for numeric nutrient criteria in estuarine waters for the estuarine systems from Estero Bay in the south to Saint Joseph Sound in the north, using pollutant loading model estimates and empirical stressor-response modeling approaches. These estuarine numeric nutrient criteria recommendations were provided to FDEP for rulemaking. Dr. Janicki provided project oversight and consultation services, directed development of the recommended criteria, and worked closely with the clients and FDEP during criteria development.

Technical Support Water Quality Monitoring: Water Quality Report Card and Trends (St. Petersburg): Janicki Environmental provided updates to the City of St. Petersburg of the water quality Report Card, and conducted water quality trend analysis. The Report Card provides water quality information to public officials and to FDEP and the lay public. The trend tests provide information on changes in water quality on an individual and combined monitoring site basis.

Mosquito Lagoon Reasonable Assurance Plan (Volusia County): Dr. Janicki was project manager as part of the team developing the Mosquito Lagoon Reasonable Assurance Plan. This effort included review of the existing numeric nutrient criteria and proposed updated criteria following the methodology laid out by FDEP. It also included review of the existing seagrass and water quality data, with evaluation for statistically significant relationships between the ambient water quality data and watershed loads and intersegment fluxes using empirical models to determine nutrient loading targets. A reference period methodology was used to propose targets. This project provided a plan to protect Mosquito Lagoon and provide FDEP and EPA assurance that Mosquito Lagoon will meet its designated use.

BMAP Support Indian River Lagoon Stakeholders (Brevard County): Janicki Environmental worked with a group of stakeholders in the Indian River and Banana River Lagoons in assessing the scientific merit of TMDL's established for the Northern portion of the Indian River Lagoon system. Janicki Environmental conducted analytical work including development of refined pollutant loading estimates for the watershed and developing stressor-response models relating pollutant loadings to ecological endpoints in estuarine waters.

NPDES/TMDL/BMAP Support (Pasco County): This project included data analysis and review, document review, and meeting attendance and reporting. Janicki Environmental worked with a group of local stakeholders, including Pasco County, Hillsborough County, Pinellas County, the City of Tampa, and FDOT in a formal challenge to a group of TMDLs proposed by FDEP and EPA, including over 20 tidal tributaries of Tampa Bay. Efforts included working with FDEP to develop paths forward to arrive at appropriately revised TMDLs for selected waterbodies.

Central Florida Water Initiative (STOPR Utilities): The CFWI is a collaborative water supply planning effort among three water management districts (SWFWMD, SJRWMD, SFWMD), FDACS, water utilities, environmental groups, business organizations, agricultural communities, and other stakeholders. This effort was directed toward identifying sustainable groundwater sources for water supply, developing strategies to meet water demands, and establishing consistent rules and regulations for the districts to meet their collective goals. Dr. Janicki participated in the Environmental Measures, MFL & Reservations, and Groundwater Availability teams.

J. RAYMOND PRIBBLE, PH.D.

Senior Vice President, Janicki Environmental, Inc.



Dr. Pribble has been with Janicki Environmental, Inc. since its founding in 1999. He is an ecosystem modeler and analyst, with more than 30 years of experience in physical and biological systems modeling and data analysis. His areas of expertise include watershed pollutant loading development, hydrodynamic and water quality modeling, ecosystem analysis, and biochemical cycling systems. Much of his work has involved analysis of environmental and water quality data, including data evaluation prior to further use in satisfying project objectives. His principal responsibilities are to direct and participate in project planning and day-to-day activities focused on providing clients with timely technical analysis to aid in development of management decisions.

EDUCATION

Ph.D., Marine Science, University of South Florida, 1994

B.S., Physics, Centre College, 1987

PROJECT EXPERIENCE

Tampa Bay Nitrogen Management Consortium 2017 Reasonable Assurance Update Technical Support (Tampa Bay Estuary Program): This work effort included development of 2012-2016 loadings to Tampa Bay, TN load allocation compliance assessment, evaluation of Old Tampa Bay model output in aid of assessing potential management actions to enhance seagrass recovery, implementing new model scenarios for additional management action evaluation, and completing water quality trends analysis. Dr. Pribble developed pollutant loadings and applied previously developed loading allocation evaluation algorithms for compliance assessment, as well as utilizing the Old Tampa Bay model suite to evaluate the likely effects on seagrass recovery of potential management actions.

Tampa Bay Nitrogen Management Consortium 2009 Reasonable Assurance Update Technical Support (Tampa Bay Estuary Program): This effort included data analysis and evaluation of loadings to assist in arriving at entity-specific nitrogen load allocations as part of the effort by local stakeholders in Tampa Bay and the Tampa Bay Estuary Program in the development of the 2009 Reasonable Assurance Addendum: Allocation & Assessment Report. This report synthesizes over 3 years of effort among the stakeholders' group, the Tampa Bay Nitrogen Management Consortium (TBNMC), to develop nitrogen load allocations for all entities and major sources within the Tampa Bay watershed, consistent with the federally-recognized nitrogen TMDL for Tampa Bay. During this effort, Dr. Pribble worked with the members of the TBNMC, TBEP staff, and EPA and FDEP to develop equitable distributions of the burden of nitrogen load reductions among stakeholders.

Development of Estuarine Numeric Nutrient Criteria for Tampa Bay (Tampa Bay Estuary Program): Janicki Environmental, Inc., working in cooperation with the Tampa Bay Estuary Program (TBEP), developed segment-specific recommendations for Numeric Nutrient Criteria (NNC) for the seven bay segments of the Tampa Bay estuary, using pollutant loading best estimates and empirical stressor-response modeling approaches, while maintaining consistency with the existing federally-recognized TMDL for the bay. Dr. Pribble provided technical analysis of water

quality and loading data to aid in development of the recommendations. He contributed to data analysis and data QA/QC for projects which resulted in proposed estuarine NNC for the segments of Tampa Bay. The proposed NNC resulting from these projects were adopted by rule by FDEP.

Old Tampa Bay Integrated Model (Tampa Bay Estuary Program): Old Tampa Bay has been identified as an area of primary concern through several TBEP research initiatives and advisory committee recommendations because of the periodic poor water quality conditions and limited seagrass expansion compared to other regions of Tampa Bay. The TBEP and Southwest Florida Water Management District entered into a cooperative agreement to develop a comprehensive integrated suite of models (watershed, hydrodynamic, bay water quality, optical, and ecological) to evaluate potential management actions to address these concerns. Dr. Pribble provided data management, QA/QC, and technical support to model development and implementation. His efforts also included assistance in development of input databases for the watershed model for the period 1999-2009, and assistance in creation of databases for transferring information between the various model components of the model suite.

BMAP Support Indian River Lagoon Stakeholders (Brevard County): Janicki Environmental assisted in the update and revision of the TMDLs for the water body segments within the Indian River Lagoon (IRL). The initial phase of this project included data compilation, assessment, and TMDL approach development. Using the data compiled and following the approach, the objective of the second phase was determination of targets and assimilative capacity for the IRL and development of TMDL load reductions. Janicki Environmental worked closely with stakeholders and FDEP in development of the approach for TMDL revision, and provided extensive evaluation of empirical relationships between loadings, water quality, and seagrass. Dr. Pribble's role included development of atmospheric deposition loading estimates to the estuary and evaluation of empirical relationships between loadings and water quality and seagrass responses to aid in TMDL revision.

Empirical approaches to establishing numeric nutrient criteria in Southwest Florida estuaries (Tampa Bay Estuary Program, Sarasota Bay Estuary Program, Charlotte Harbor National Estuary Program, Southwest Florida Water Management District): The purpose of this project was to identify empirically based analytical methods that could be used to establish objective, scientifically defensible, Numeric Nutrient Criteria (NNC) protective of the estuarine waters of Tampa Bay, Sarasota Bay, and Charlotte Harbor, Florida. Janicki Environmental developed this guidance document based on previous success in employing empirical methods to identify appropriate biological threshold values and associated environmental conditions protective of estuarine waters. Dr. Pribble's responsibility was to provide input on reasonable approaches to set numeric nutrient criteria and evaluation of stressor-response analyses. This guidance document was accepted by the United States Environmental Protection Agency's Science Advisory Board for consideration when developing the proposed criteria for Florida estuaries.

Integrated Water Resources Management Plan (Pinellas County): Janicki Environmental assisted in development of the County's IWRMP, an overall plan including projects and activities related to four planning horizons, from 1-2 years to 50+ years. An integrated computer modeling tool was developed for simulation of behavior and interactions of receiving waters, water supply, wastewater, storm water, and reclaimed water programs. Dr. Pribble provided loading model results for the County's 52 drainage basins for existing and future land use conditions.

MICHAEL R. WESSEL, MSPH
Vice President, Janicki Environmental, Inc.

The logo for Janicki Environmental, Inc. features the company name in a bold, black, sans-serif font. The text is positioned within a stylized, wavy shape that transitions from light blue at the top to light green at the bottom, resembling a wave or a leaf.

Mr. Wessel is a quantitative ecologist with 24 years of experience in the environmental sciences. His area of expertise is the application of stochastic modeling techniques to ecological data. Mr. Wessel's principal responsibilities are to utilize sound statistical principles in the analysis of biotic and abiotic ecological data to support natural resource administrators in Florida. Mr. Wessel has applied generalized linear mixed effects models, timeseries regression models, changepoint analysis, and Monte Carlo simulation approaches to provide the scientific foundation for science based management decisions as evidenced below. Mr. Wessel recently served as project manager and lead technical analyst to develop numeric nutrient criteria for southwest Florida tidal creeks. He also recently evaluated the validity and reliability of statistical models describing fish-flow relationships in support of developing Minimum m Flows and Levels in southwest Florida tidal rivers, and designed a sampling program aimed at describing the relationship between water quality and biological integrity in two Pinellas County tidal creeks. He has been critically involved in the evaluation of Tampa Bay Water's Hydrobiological Monitoring Program to optimize sampling of fishes, benthos, and water quality to meet program objectives. In the last five years, Mr. Wessel has produced three peer reviewed publications and over 20 reports describing the use of statistical analyses to advance science based decision making with respect to watershed management issues in Florida.

EDUCATION

MSPH, Biostatistics, University of South Florida, 2005
B.S., Marine Biology, UNC Wilmington, 1989

PROJECT EXPERIENCE

Tidal Creeks Numeric Nutrient Study (Sarasota Bay Estuary Program): Mr. Wessel served as project manager and lead technical analyst to develop numeric nutrient criteria for southwest Florida tidal creeks. The purpose of this study was to provide numeric targets and thresholds for nitrogen and phosphorus conditions relevant to the biological integrity of southwest Florida tidal creeks. The project involved identifying a population of tidal creeks in southwest Florida, gathering historical data on water quality, nutrient loadings, and biology in these systems, developing a creek classification system, identifying creek for additional data collection, managing the collection of additional data, developing an analytical framework for developing numeric nutrient criteria, and identifying an evaluation and implementation framework to assess compliance with the identified target and threshold values. This work serves not only as management criteria for the three national estuary programs in southwest Florida but will be recommended to the Florida Department of Environmental Protection and the United States Environmental Protection Agency as numeric standards to be incorporated by rule into their respective Clean Water Act compliance framework.

Comprehensive Conservation and Management Plan for Clearwater Harbor and Saint Joseph Sound (Pinellas County): Mr. Wessel was the project manager and principal analyst on a comprehensive watershed management plan for Clearwater Harbor and Saint Joseph Sound. This project included analyzing data and generating a report describing the state of the resource, identification of goals and priorities, and the development of specific action plans to help ensure proper stewardship of County resources between Indian Rocks Beach and Tarpon Springs. The

project involved coordinating activities among a large, diverse group of stakeholders, analyzing data, and making recommendations on prioritizing actions to protect important natural resources in Pinellas County.

Old Tampa Bay Integrated Model (Tampa Bay Estuary Program): Old Tampa Bay has been identified as an area of primary concern through several TBEP research initiatives and advisory committee recommendations because of the periodic poor water quality conditions and limited seagrass expansion compared to other regions of Tampa Bay. The TBEP and Southwest Florida Water Management District entered into a cooperative agreement to develop a comprehensive integrated suite of models (watershed, hydrodynamic, bay water quality, optical, and ecological) to evaluate potential management actions to address these concerns. Mr. Wessel developed stochastic models describing the probability of occurrence of fish and benthos taxa as a function of environmental conditions including salinity, dissolved oxygen, and physical habitat. The models were calibrated with independent data and the calibrated models were used to evaluate the effects of potential management actions on the net environmental benefit to fish and benthos communities utilizing Old Tampa Bay using integrated watershed, hydrodynamic and water quality model predictions of environmental condition under each scenario.

Empirical approaches to establishing numeric nutrient criteria in Southwest Florida estuaries (Tampa Bay Estuary Program, Sarasota Bay Estuary Program, Coastal & Heartland National Estuary Partnership, Southwest Florida Water Management District):

The purpose of this project was to identify empirically based analytical methods that could be used to establish objective, scientifically defensible Numeric Nutrient Criteria (NNC) protective of the estuarine waters of Tampa Bay, Sarasota Bay, and Charlotte Harbor, Florida. Janicki Environmental developed this guidance document based on previous success in employing empirical methods to identify appropriate biological threshold values and associated environmental conditions protective of estuarine waters. Mr. Wessel's responsibility was statistical analysis of empirical relationships in nutrient responses. This guidance document was accepted by the United States Environmental Protection Agency's Science Advisory Board for consideration when developing the proposed criteria for Florida estuaries.

Technical Support Services for the Tampa Bay Estuary Program: Mr. Wessel has supported the Tampa Bay Estuary Program with technical analyses on several key projects. Mr. Wessel used hierarchical mixed effects modeling to assess factors contributing to low dissolved oxygen in Tampa Bay; used non-parametric changepoint analysis to assess the assimilative capacity of Tampa Bay by relating nutrient and hydrologic loadings to response endpoints including chlorophyll *a* concentrations and dissolved oxygen concentrations, and evaluated the inter-annual variation in chlorophyll *a* concentrations and nutrient and hydrologic loadings in an effort to assess the effects of the length of the regulatory compliance period and allowances for excursions due to natural variability on the ability to appropriately identify water quality impacts due to anthropogenic activities. Mr. Wessel also completed development of a hydrologic assessment tool that members of the TBEP's Nitrogen Management Consortium can use to assess compliance with nitrogen load allocations. Mr. Wessel is currently working with the TBEP to facilitate the development of a long term wetland habitat monitoring program to detect impacts of climate change on the areal extent, location, and ecological health of a suite of critical coastal wetland habitats in Tampa Bay.

KRISTIN JENKINS, M.S., CFP
Scientist, Janicki Environmental, Inc.



Ms. Jenkins has more than 20 years of experience collecting and analyzing hydrobiological data (hydrology, biology, water quality) from estuaries throughout Florida. Her areas of expertise include implementation of monitoring programs, watershed assessments (status and trends), data management and analysis, and fisheries biology. In addition to her roles in large hydrobiological monitoring programs in estuaries of southwest Florida, Ms. Jenkins has worked in estuarine systems around the state, with focus on the evaluation of TMDLs, analyses of status and trends of water quality and water quantity, MFL development, and the effects of altered hydrology on estuarine systems.

EDUCATION

M.S., Marine Science (Fisheries), The College of William and Mary, 2000
B.S., Zoology, Michigan State University, 1996

PROJECT EXPERIENCE

Sarasota Bay Water Quality Assessment and Strategy (Sarasota Bay Estuary Program): This project was initiated to assist the SBEP and its partners in understanding the underlying causes of observed increases in nutrients in their estuarine waterbodies. Understanding drivers of the observed increases and relationships to the assimilative capacity of these systems were identified as important first steps in identifying protective and timely potential remedial actions. Ms. Jenkins' responsibilities included the summarization of existing biological data, assisting with the evaluation of water quality status and trends, and production of a technical report detailing data acquisition and synthesis for water quality, biological, and various regulatory-related information including TMDLs.

Assessment of Changes in Watershed, River and Bay Conditions on Water Quality in HBMP Monitoring Areas (Tampa Bay Water): Ms. Jenkins performed data compilation and analyses and produced the technical report for this project designed to assess the effects of various drivers on salinity and water quality in HBMP monitoring areas in the Tampa Bay Estuary, and potential impacts on HBMP compliance. External drivers considered for this study were both naturally occurring and anthropogenically influenced, and include rainfall and freshwater flow, hydrologic modifications (e.g., withdrawals and diversions), land use and nonpoint source discharges, point source discharges, physical modifications (e.g., dredge and fill), and water quality in Tampa Bay.

Tampa Bypass Canal/Alafia River Hydrobiological Monitoring Program (HBMP) (Tampa Bay Water): Ms. Jenkins has served as scientist, QA/QC officer, and Project Manager for this program which involves water quality, and hydrologic and biological monitoring to determine the effect of freshwater withdrawals on the Tampa Bay estuary. Her responsibilities include integration and management of physical, chemical, and biological data from multiple sources, creation and adaptation of automated QA/QC programs, statistical data analysis with SAS software, and preparation of monitoring reports and other technical documents.

Hydrobiological Monitoring Program (HBMP) (Peace River Manasota Regional Water Supply Authority): As part of this program, which involves water quality and hydrologic and biological monitoring to assess the effect of freshwater withdrawals by the water supply authority, Ms. Jenkins has been responsible for data collection, data management and analysis, and report writing.

Scientific Support for Suwannee River Water Management District: Ms. Jenkins participated in the SRWMD updates of the Coastal River Basin and Suwannee River SWIM plans. These projects provided current status and trends information, along with restoration and management priorities and related projects. Her responsibilities included status and trend analysis of surface and groundwater quantity and quality, as well as technical report production. She also provided technical support to the District regarding establishment of MFLs for the Steinhatchee River.

Surface Water Resource Assessment (Pinellas County): Ms. Jenkins was key personnel for the development of a surface water resource assessment for the Curlew Creek and Smith Bayou Watershed Evaluation and Management Plan for Pinellas County. Her efforts included an overview of the regulatory status of Curlew Creek and Smith Bayou, identification of long-term trends in water quality, analysis of relationships between various water quality parameters and a summary of water quality in each waterbody in the watershed.

Stormwater Master Plan (City of Ormond Beach): In support of the development of a stormwater master plan, Ms. Jenkins completed environmental assessments, including water quality and ecological data evaluation/assessment with respect to issues related to stormwater quality, impairments, and TMDLs for the City of Ormond Beach.

Chassahowitzka and Homosassa River MFL Scientific Support (Southwest Florida Water Management District): Ms. Jenkins provided data compilation and analysis, as well as technical report preparation for this effort consisting of data gathering, exploratory data analysis, stochastic predictive modeling, and synthesizing information to support the reevaluation of the MFLs for these two rivers.

Florida Wildlife Legacy Initiative (FWLI) Habitat Implementation (Performance Measures and Monitoring; Florida Fish and Wildlife Conservation Commission)*: Ms. Jenkins was project manager for Phase II of this effort involving the implementation of a shared, statewide monitoring program for species of greatest conservation need and their habitats. In addition to project management, Ms. Jenkins was responsible for integration of multiple data sources, graphical and tabular data summaries, and report writing.

TMDL Support Services for Sarasota County (Florida Department of Environmental Protection)*: Ms. Jenkins was an environmental scientist responsible for reviewing and synthesizing water quality data to evaluate status and trends of water quality conditions in Sarasota County surface waters. The purpose of this project was to provide technical support to FDEP regarding the evaluation of existing TMDLs and the development of defensible TMDLs and BMAPs for Sarasota County surface waters.

* denotes projects completed with other firms

JON S. PERRY, GISP

Scientist, Janicki Environmental, Inc.



Mr. Perry has over 25 years of experience collecting and analyzing the physical, chemical, and biological properties of aquatic systems throughout Florida. His areas of expertise include monitoring design and implementation, geographic information system technology, watershed assessment (status and trends), Minimum Flows and Levels, Total Maximum Daily Loads (TMDLs), Reasonable Assurance Plan development, and hydrodynamic and watershed pollutant loading modeling. His primary responsibilities are focused on providing clients with technical analysis to aid decision making.

EDUCATION

Graduate Certificate, Geographic Information Systems, University of South Florida, 2009
B.S., Earth Science, Norwich University, 1990

PROJECT EXPERIENCE

Sarasota Bay Water Quality Assessment and Strategy (Sarasota Bay Estuary Program): The Sarasota Bay Estuary Program (SBEP) was interested in initiating efforts to address pending impairment listings for its estuarine waterbodies for nutrients and chlorophyll *a*. Tasks included convening a water quality consortium made up of local stakeholders, the acquisition of existing data, estimating pollutant loads, and determining estuarine responses related to pollutant loads and estuarine water quality. Mr. Perry was responsible for the compilation of the water quality database and with updating the SBEP SIMPLE pollutant loading model to create a 20-year record of monthly loading estimates from various sources including runoff, baseflow, point sources, accidental releases (sewer spills), septic system, reclaimed water irrigation, and atmospheric deposition. The reclaimed water irrigation was an innovation that took into account the actual volumes and concentrations delivered to the reclaimed customers instead of assumptions previously used. Subsequent phases of this project will lead to the development of a Reasonable Assurance plan for the SBEP estuaries.

Development of Estuarine Numeric Nutrient Criteria for Sarasota Bay and Charlotte Harbor (Sarasota Bay Estuary Program, Coastal & Heartland National Estuary Partnership): This project resulted in proposed estuarine Numeric Nutrient Criteria (NNC) for the individual bay segments of Charlotte Harbor and Sarasota Bay. Analyses included evaluations of stressor-response relationships between loadings, water quality conditions, and seagrass extents, and selection of the most appropriate methodology for establishing water quality targets. The proposed NNC resulting from these projects were adopted by rule by Florida Department of Environmental Protection (FDEP). Mr. Perry was a member of the technical advisory committees of both estuary programs during the development of these efforts providing data, QA/QC and technical review. Also during this state-wide effort to develop NNC, his review of the proposed stream criteria led to the revision of FDEP and EPA nutrient regions.

Tidal Creeks Numeric Nutrient Study (Sarasota Bay Estuary Program): The purpose of this study was to provide numeric targets and thresholds for nitrogen and phosphorus conditions relevant to the biological integrity of southwest Florida tidal creeks. The project involved identifying a population of tidal creeks in southwest Florida, gathering historical data on water quality, nutrient

loadings, and biology in these systems, developing a creek classification system, identifying creeks for additional data collection, managing the collection of additional data, developing an analytical framework for developing numeric nutrient criteria, and identifying an evaluation and implementation framework to assess compliance with the identified target and threshold values. This work serves not only as management criteria for the three national estuary programs in southwest Florida but resulted in recommendations to the FDEP and the EPA of numeric standards to be incorporated by rule into their respective Clean Water Act compliance framework. Mr. Perry represented Sarasota County in this partnership providing expert local knowledge and logistical support, prior to joining Janicki Environmental.

Mosquito Lagoon Reasonable Assurance Plan (Volusia County): Mr. Perry was a member of the team that developed the Mosquito Lagoon Reasonable Assurance Plan for Volusia County and several municipal stakeholders. Mr. Perry was responsible for the review of the existing numeric nutrient criteria and proposing updated criteria following the methodology laid out by FDEP. He also reviewed the existing seagrass and water quality data and searched for statistically significant relationships between the ambient water quality data and watershed loads and intersegment fluxes using empirical models to determine nutrient loading targets. A reference period approach was used to propose targets until a mechanistic modeling approach becomes available. The results of this project provided Volusia County and the other stakeholders a plan to protect Mosquito Lagoon and provided FDEP and EPA assurance that Mosquito Lagoon will meet its designated use.

BMAP Support Indian River Lagoon Stakeholders (Brevard County): As part of the team contracted to Brevard County, Janicki Environmental revised the FDEP TMDLs for three segments of the Indian River Lagoon. The initial phase of the project included seagrass, water quality, and nutrient loading compilation, assessment, and TMDL approach development. Mr. Perry used the compiled data to update the seagrass targets and determined the nutrient loading targets by identifying significant empirical relationships between nutrient loadings and seagrass acreage.

Development of the Spatially Integrated Model for Pollutant Loading Estimates (SIMPLE) (Sarasota County): While with Sarasota County, Mr. Perry was the NPDES coordinator and water quality technical advisor for the stormwater group. He worked with the contractors to develop the Spatially Integrated Model for Pollutant Loading Estimates (SIMPLE) watershed loading model for Sarasota County, a GIS-based model that provides monthly estimates of loadings to Sarasota's receiving waters from various sources. His work prioritizing the County's Phillippi Creek Septic System Replacement Program was incorporated into the septic loading module of the model. The model was accepted by the SWFWMD and used in the development of four of the county's watershed management plans and in other areas throughout the state.

Coastal Dune Lake Study (Walton County): The project team was tasked with examining and reporting on the degree of current impact and how future land use changes could affect Walton County's Coastal Dune Lakes (CDLs). To achieve the first objective of this study, Mr. Perry related current water quality conditions to watershed characteristics and pollutant loading to predict lake responses to future watershed changes. Understanding the relationship between changes in the watershed and nutrient loading and water quality responses in the CDLs was used to inform resource management decisions. With this information the team was able to provide a technically defensible framework for assessing changes and recommending targets that are feasible, achievable, and measurable.



Doug Robison, M.S., PWS

Principal Scientist/Vice President

Mr. Robison has 39 years of professional experience in environmental science

EDUCATION

Ph.D. Coursework Completed, Marine Science, University of South Florida

M.S., Marine Science, University of South Florida

B.S., Environmental Science, University of Maryland

TRAINING / CERTIFICATIONS

Professional Wetland Scientist (PWS) Certification #1013, Society of Wetland Scientists

OTHER EXPERIENCE

Board of Directors – Florida Earth Foundation

Board of Directors – Florida Lake Management Society

Member – Coastal and Estuarine Research Federation

Member – American Water Resources Association

Chairman – City of St. Petersburg Environmental Development and Planning Commissions

and planning including 36 years of experience as a consultant to government and private industry. His areas of expertise include marine and freshwater ecology; hydrologic, water quality and biological monitoring and data analysis/interpretation; wetland delineation and assessment; wetland mitigation and habitat restoration; watershed management; environmental regulatory analysis and permitting; and National Environmental Policy Act (NEPA) and related planning studies. He has served as the project manager and/or lead technical professional on over 200 challenging projects and has authored or co/authored over 50 technical papers and professional conference presentations. He has also served as operations manager and supervisor of large project teams of diverse environmental professionals in several science and engineering consulting firms, with responsibility for business development, client service, and all aspects of technical project delivery. Finally, he has been qualified as an expert in the areas of wetland science, estuarine and freshwater ecology, water quality, and environmental monitoring; and he has provided legal testimony and technical support on behalf of numerous public agencies and private concerns.

Relevant Experience

Tampa Bay 2020 Habitat Master Plan Update (HMPU); Tampa Bay Estuary Program; St. Petersburg, FL. Project manager and lead scientist for the development of a comprehensive habitat master plan for the Tampa Bay watershed. Habitats addressed in the plan included: seagrasses, tidal flats, oysters; artificial reefs and living shorelines, mangroves, salt marshes, salt barrens, coastal uplands, freshwater wetlands and upland forests. The project involved the following components: habitat status and trends analysis for the period 1990-2017; summary existing conservation lands and habitat restoration and enhancement projects; assessment of restoration paradigms; GIS analysis of habitat protection opportunities and restoration potential; development of 2030 quantitative habitat protection and restoration targets; evaluation of habitat monitoring and assessment needs; and recommended linkages between restoration and regulatory mitigation. The project also involved coordination with the TBEP Technical Advisory Committee and

presentations to the TBEP Management and Policy Committees. The project also involved the development of a Habitat Restoration Best Practices Manual. Project completed in 2020.

Best Available Science Reviews; U.S. Department of Treasury; Washington, D.C. Senior Scientist and subcontractor to RPI. This project involves the performance of technical reviews of projects submitted for grant approval under the RESTORE Act Direct Component. Reviews entail an assessment of

whether proposed projects utilize “best available science” and technology applicable to the specific project type. Project in ongoing.

Development of the Florida State Expenditure Plan; Florida Association of Counties, Gulf Consortium; Tallahassee FL. Project Director/Manager to prepare the Florida State Expenditure Plan (SEP) which specifies how the state will utilize its share of the RESTORE Act Spill Impact Component funds. This major project involved assisting the 23 Florida Gulf coast counties in identifying and screening proposed projects to be included in the SEP. Technical services included: development of project narratives, feasibility analysis, Best Available Science assessment; preliminary cost development; and project sequencing strategy. The project also involved the implementation of an extensive public involvement program, including numerous public meetings and webinars held around the Florida Gulf coast. The project also involved close coordination with the Florida Governor’s office, the Florida Department of Environmental Protection, and the Florida Fish and Wildlife Conservation Commission; as well as draft and final SEP document production. Project completed in 2018.

SWIM Plan Update and Consolidation and Deepwater Horizon Response Planning for the Big Bend Estuary, Suwannee River Water Management District, Live Oak, FL. Project manager to conduct technical studies and extensive stakeholder coordination leading to the update and consolidation of five existing Surface Water Improvement and Management (SWIM) Plans into two SWIM Plans, one each for the Suwannee River Basin, and the Big Bend Coastal Basin. The project will result in the identification and prioritization of SWIM water body restoration and management projects, which in turn will be used to develop a synthesis document and project(s) proposal to be submitted to the National Fish & Wildlife Foundation for funding under their Gulf Environmental Benefit Fund. This project was funded by a grant from the National Fish & Wildlife Foundation (NFWF), and was completed in 2018.

Dog River Watershed Management Plan; Mobile Bay National Estuary Program; Mobile Bay, AL. Project scientist and science task leader to conduct a diagnostic feasibility study, and to develop a watershed management plan (WMP), for the Dog River - a tributary to Mobile Bay. The Dog River WMP will describe existing conditions and issues of concern, and will recommend strategies for improving water quality and preserving habitat integrity in this heavily urbanized tidal river and its contributing watershed. This project is funded by a grant from the National Fish & Wildlife Foundation (NFWF) and is ongoing - anticipated completion in 2016.

Bayou La Batre Watershed Management Plan; Mobile Bay National Estuary Program; Bayou La Batre, AL. Project scientist and water quality task leader to conduct a diagnostic feasibility study, and to develop a watershed management plan (WMP), for Bayou La Batre - a tributary to Mississippi Sound. The Bayou La Batre WMP will describe existing conditions and issues of concern, and will recommend strategies for improving water quality and preserving habitat integrity in this heavily industrialized tidal creek estuary and its contributing watershed. This project is funded by a grant from the National Fish & Wildlife Foundation (NFWF) and is ongoing - anticipated completion in 2016.

Coastal Blue Carbon Assessment of the Tampa Bay Estuary; Restore America’s Estuaries and Tampa Bay Estuary Program; St. Petersburg, FL. Senior contributing scientist to a study to assess carbon stocks sequestered in Tampa Bay tidal wetland communities (e.g., seagrass, mangroves and salt marshes), and to quantify changes in carbon stocks and greenhouse gas emissions associated with projected sea level rise. A modified SLAMM and habitat evolution model was used to predict tidal wetland changes between current and 2100 conditions. Results were translated into changes in carbon

sequestration and greenhouse gas emissions, as well as the identification of undeveloped upland parcels to be targeted for public acquisition to allow for habitat migration. Project completed in 2016.

Fowl River Watershed Management Plan; Mobile Bay National Estuary Program; Mobile Bay, AL. Project scientist and water quality task leader to conduct a diagnostic feasibility study, and to develop a watershed management plan (WMP), for the Fowl River - a tributary to Mobile Bay. The Fowl River WMP identified existing conditions and issues of concern, and recommended strategies for preserving water quality and habitat integrity in this relatively pristine tidal tributary and its contributing watershed. This project was funded by a grant from the National Fish & Wildlife Foundation (NFWF), and was completed in 2015.

Clearwater Harbor St. Joseph Sound Comprehensive Conservation and Management Plan; Pinellas County; Clearwater, FL. Contributing scientist on a project to develop a natural resource management plan for the Clearwater Harbor and St. Joseph Sound barrier island estuaries located in Pinellas County, FL. Responsible the assessment of environmental and conservation lands, as well as mapping and trend analyses of emergent tidal and freshwater wetlands, in the study area. Project completed in 2011.

Tampa Bay Habitat Master Plan Update; Tampa Bay Estuary Program; St. Petersburg, FL. Project manager and lead scientists for development of an updated Habitat Master Plan for Tampa Bay. The project involved an updated GIS-based watershed trend analysis of habitat losses, gains and conversions over a 60-year period of study, and the development of revised quantitative habitat restoration targets based on historic habitat losses and the habitat needs of various guilds of estuarine-dependent species. In addition, the project compared various paradigms for habitat restoration; evaluated and prioritized parcels for public land acquisition; developed strategies for linking publicly funded habitat restoration, public-private partnerships, and compensatory mitigation; and proposed a long-term habitat monitoring and assessment program. Project completed in 2010.



Eric T. Schneider

Senior Environmental Scientist

EDUCATION

B.S., Environmental Science, University of West Florida, 2000

22 YEARS EXPERIENCE

CERTIFICATIONS/REGISTRATION

Authorized Gopher Tortoise Agent

Boat-Certified and Snorkel-Certified, Florida Department of Environmental Protection (FDEP)

24-Hour Hazwoper, 29CFR 1910.120(e), No. 754821152

Qualified Stormwater Management Inspector, FDEP, No. 31344

NOAA Shoreline Cleanup Assessment Technique Team Member Certification, June 2015

PROFESSIONAL AFFILIATIONS

National Association of Environmental Professionals, Florida Chapter

AWARDS

Eglin AFB - Forging the Sword

Eric Schneider has a 22-year background in environmental sciences, including experience in environmental analysis, restoration, and regulation. He has focused on environmental support for numerous transportation projects in Florida, Alabama, and Georgia. His other experience includes many aspects of scientific support for project development and environment, environmental impact statements, biological assessments, environmental assessments, section 7 consultation, mitigation planning, and multiple agency coordination efforts. He was project manager/lead author for Escambia County, Florida Perdido Key programmatic habitat conservation plan, has developed multiple restoration/monitoring plans for sediment impacts to streams and wetlands, has conducted numerous seagrass surveys and essential fish habitat assessments, has developed/conducted threatened and endangered plant surveys throughout the southeastern U.S., and is experienced in wetland mitigation monitoring.

Mr. Schneider managed grant contracts for the Northwest Florida Water Management District's (NFWFMD) Florida Forever Capital Improvements Grant Program. Mr. Schneider also previously held various management positions with the Florida Department of Environmental Protection (FDEP), including managing the daily operations of the Ecosystem Restoration Section (ERS), wetland permitting (assigned to Walton County), deadhead logging program (rivers statewide, including the Choctawhatchee River and tributaries), and coastal habitat restoration from Perdido Bay to Apalachicola Bay.

Relevant Experience

Perdido Key Programmatic Habitat Conservation Plan and Environmental Assessment, Escambia County, FL. *Project Manager.* Project manager responsible for project management of the section 10 Perdido Key Programmatic HCP and EA. The end product of this plan established incidental take and mitigation strategies for the endangered Perdido Key Beach Mouse, listed shorebirds, and listed sea turtles related to private development and Escambia County infrastructure improvements in habitat for the beach mouse and other listed species. This project included involvement from multiple stakeholder interests and significant coordination with state and federal wildlife agencies to

develop the documents associated with the section 10 process.

Fuel Erosion Control-Interim Fix, Emerald Ocean Engineering, Eglin Air Force Base AFB, Okaloosa County, FL. *Project Manager.* As project manager, involved obtaining FDEP and USACE permits for an innovative approach to stabilizing an eroding shoreline/embankment on Eglin AFB that threatened the integrity of a roadway on the base. This project used a living shoreline approach that included rock-filled marine mattresses covered by fill and vegetated with sod and native plants along the shoreline of Weekly Bayou.

US 331 Widening Design Services and Project Development and Environment Re-Evaluation, Walton County, FL. *Senior Scientist.* Senior scientist participating in preparation of the U.S. Army Corps of Engineers/Northwest Florida Water Management District Environmental Resource Permit application, wetland jurisdictional determinations, wetland impact analyses, mitigation plan design and coordination, and protected species and wildlife surveys. The project reconstructed SR 83 (US 331) from a two-lane undivided arterial to a four-lane divided arterial from just north of Freeport to I-10.

Kellogg Bayside Park Seawall Replacement and Cessna Landing Fishing Pier Replacement, Walton County, Florida. *Project Manager.* Project manager for wetland delineation, seagrass survey, oyster survey, wildlife survey, and permitting for these projects associated with the Choctawhatchee Bay and Hogtown Bayou. Coordinated with FDEP for ERP permitting and USACE for nationwide permit approval.

Northwest Florida Beaches International Airport Environmental Services, Panama City-Bay County Airport and Industrial District, Bay County, FL. *Project Manager.* Project manager responsible for restoration plan development oversight for impacts from stormwater discharges that affected Morrell Branch with over 5,000 cubic yards of sediment, and Kelly Branch with over 2,000 cubic yards of sediment. Mr. Schneider developed an innovative restoration plan that involved the use of temporary dams and collection/discharge pumps to control turbid water discharge during sediment removal. He coordinated extensively with Airport Authority staff, the FDEP, USACE, construction contractors, and construction managers during this process.

SR 292 (Perdido Key Drive) Section 7 Consultation, FDOT, District Three, Escambia County, FL. *Project Manager.* Project manager, responsible for developing a biological assessment for section 7 consultation related to the proposed widening of SR 292 (Perdido Key Drive). The purpose of the biological assessment was to determine whether the proposed action may affect threatened, endangered, proposed, or sensitive species including the Perdido Key beach mouse, Gulf sturgeon, West Indian manatee, loggerhead sea turtle, green sea turtle, leatherback sea turtle, Kemp's Ridley sea turtle, piping plover, and several state-listed coastal species. This project required extensive coordination with multiple state and federal agencies to analyze and develop a proposed project that met the purpose and need while reducing impacts to critical habitat on Perdido Key.

Florida Landings Development of Regional Impact Professional Consulting Services, Florida Landings, LLC, Washington County, FL. *Senior Scientist.* Senior scientist participating in wetland jurisdictional determinations, wetland impact analyses, mitigation plan design and coordination, and protected species and wildlife surveys. The project involved professional consulting services associated with the Florida Landings DRI that was coordinated with environmental review agencies, Washington County, and the Florida Department of Community Affairs.

Florida Forever Grant Program, NFWFMD, Northwest FL. *Senior Scientist.* Senior scientist/task manager responsible for quarterly tracking of over 25 projects valued at over \$12 million in grant awards associated with this grant program involving projects from several Northwest Florida counties. To be eligible for grant reimbursement, the grant projects had to meet a project completion evaluation conducted by Mr. Schneider before reimbursement was issued by the District. The grant program focused on capital improvement grants to governments and municipalities to improve stormwater runoff and natural resources. Many project locations were in rural settings/upper reaches of watersheds.

Mr. Schneider's FDEP experience included:

Environmental Section Manager, FDEP, FL. Involved in the management of daily operations of the Ecosystem Restoration Section (ERS), including the supervision of nine employees. Served as the project manager for Project GreenShores, a national award-winning oyster reef, tidal saltmarsh, and seagrass restoration project. Responsibilities included design development; state/federal regulatory permitting requirements; and acquiring

and managing funding, public education, and staff and volunteer management. The majority of these projects focused on habitat restoration in Perdido, Pensacola, and Choctawhatchee Bays. Functioned as project manager for two separate seagrass salvage projects and as project manager for the Northwest Florida Offer Your Shell To Enhance Restoration (NWF OYSTER), a pilot project focusing on recycling oyster shell from restaurants to create oyster reefs for essential fish habitat. Wrote 17 grants for various project funding, receiving awards on ten grants with a total of \$700,000+ awarded. Oversaw management of the Board of Directors of the Ecosystem Restoration Support Organization Incorporated (ERSO, Inc.), a 501(c)(3) non-profit that supports ERS. Had fiduciary oversight/management of over \$1.3 million for the various projects in ERS and ERSO.

Other responsibilities as the ERS manager included developing new restoration projects and coordinating efforts with multiple partners from federal, state, and private organizations; assisting with technical questions from other FDEP programs and staff; and maintaining written and verbal communication with local, state, and federal agencies on a regular basis regarding regulatory, proprietary, and ecological issues. He was also the FDEP Clean Marina coordinator for the Northwest District, which included several marinas in Choctawhatchee Bay. Conducted over 45 public presentations to groups ranging in size from five to over 100, participated in six different television shows promoting ecological restoration and conservation to the general public, and gave interviews to local newspaper reporters and the Associated Press.

Experience with state and federal regulatory activity included conducting regulatory and proprietary permit processing activities in relation to the FDEP Submerged Lands Environmental Resources Program (SLERP), and managing a workload of up to 44 separate applications, the majority of which were in Walton County. Performed site inspections using Rule 62-340 of the Florida Administrative Code for identification of jurisdictional wetlands. Other duties included drafting permits and sovereignty submerged lands (SSL) documents and reviewing mitigation plans. Project manager for application to FDEP, and coordinated extensively with Eglin Air Force Base officials and the U.S. Marine Corp for wetland/SSL permitting of amphibious military training that replaced training operations in Vieques. Received a "Forging the Sword" award from Eglin AFB for extra effort in the review process. Also involved in the development phases of the South Walton Area Mitigation Plan. Experience included operation of FDEP boats, as well as functioning as the boat supervisor. Was also the ArcView GIS coordinator for the NWD SLERP.

Other work in the SLERP program included conducting permitting, compliance, and enforcement of the FDEP's Precut Timber Recovery (aka Deadhead Logging) program for the entire state. Managed and supervised the activities of up to 35 separate permits, and performed pre-recovery biological/environmental assessments of river reaches and follow-up inspections to monitor for potential environmental impacts from removal of deadhead logs. Created and maintained oversight of permit documents that included permit-restricted conditions for selected river reaches and GIS layers overlaid on digital orthoquads, including specific restrictions on areas containing threatened and endangered freshwater mussels, wildlife, and historical resources. Was also involved in communication facilitation and conflict resolution with the Miccosukee Indian Tribe.

Prior to the regulatory experience at FDEP, he also supervised/managed the department's coastal and wetland nursery, including plant material collection, propagation via seeds, cuttings, and division. Maintained and monitored irrigation, greenhouses, and nursery supplies. Supervised/managed the submerged aquatic vegetation micro-propagation lab which included mixing growth media, sterile micro-propagation, and general lab maintenance with follow-up field installation. Several shoreline planting sites were located in the Choctawhatchee Bay and surrounding bayous (Toms Bayou, Boggy Bayou, Garnier Bayou).



Thomas F. Ries

Vice President

EDUCATION

B.S., Biology/Geology
(Minor), University of South
Florida

37+ YEARS EXPERIENCE

CERTIFICATIONS/ REGISTRATION

U.S. Coast Guard Captain's
License 664021

NAUI Diver

PROFESSIONAL AFFILIATIONS

Tampa Bay Association of
Environmental Professionals

National Living Shoreline
Committee

Technical Advisory
Committee for the TBEP,
SBEP, and CHNEP

Florida Association of
Environmental Professionals

Restore America's Estuary
Living Shoreline Community
– Advisor

AREAS OF SPECIALIZATION

Habitat Restoration
Seagrass Mapping
Living Shorelines
Spring Restoration
Mitigation Design
Botanical Identification
Vegetative Mapping
Wildlife Surveys
Management Plans
Expert Witness

As a scientist for more than 37 years; Mr. Ries has extensive experience in managing and restoring natural resources and has formulated numerous regional land management plans. He has been involved with ecosystem restoration for the over 35 years and has been involved with over 130 habitat restoration and stormwater retrofit projects plus 37 living shoreline projects, many of which have won environmental excellence awards. In addition, while employed by the Southwest Florida Water Management District (SWFWMD) Surface Water Improvement and Management (SWIM) program. Mr. Ries recently authored the book: [Habitat Restoration Best Management Practices Manual](#)

In addition, he has organized and conducted public workshops, public hearings, and technical advisory committee meetings. He also has been selected as mediator and technical advisor for numerous government advisory committees and has worked with neighborhood groups and concerned citizens to achieve consensus for a myriad of environmental topics.

Relevant Experience

Living Shoreline Guidance Document, Manatee and Sarasota Counties, FL. (Sarasota Bay Estuary Program, 2017-2018). *Program Manager*. Mr. Ries oversaw the preparation of a guidance document, on behalf of the SBEP, to provide information that can be utilized by municipalities and private homeowners on siting and design considerations for Living Shorelines throughout the SBEP watershed.

Feather Sound Habitat Restoration Project, Pinellas County, FL. (TBEP, 2013-2016) *Principal Scientist*. This Tampa Bay Estuary Program (TBEP) led restoration project was focused on improving water quality and associated seagrass communities for Old Tampa Bay. The Feather Sound area is bordered by 600 plus acres of publicly owned mangroves, which was been assessed to formulate a strategic plan to improve water quality prior to discharging in Old Tampa Bay. In addition, a nine-acre saltern area was restored by blocking, via hydro-blasting measures, five mosquito ditches to allow high tides to enter the former saltern area, but not readily leave, thus producing a hyper-saline conditions indicative of saltern communities. Finally, Mr. Ries identified and formulated a potential public-private partnership with the adjacent 178-acre golf course community. This unique partnership could

result in the removal of up to 2,500 pounds of nitrogen annually prior to entering the mangrove preserve.

Port Tampa Bay Longshore Bars Seagrass Restoration Pilot Project, Hillsborough County, FL. (TBEP, 2010-2017) *Principal Scientist*. Mr. Ries worked with Port Tampa Bay and the Tampa Bay Estuary Program to assist with the regulatory agency coordination and to oversee the scientific monitoring for the

experimental Longshore Bars project. Duties include assessing structural integrity, wave energy dampening effects and potential seagrass colonization. Four different treatments were studied by ESA's scientists to evaluate which method best promotes the natural colonization of seagrass communities. This seven-year study resulted in an 80% increase in nearby seagrass beds and developed in understanding which treatment was best to replicate the natural long-shore bar features within Tampa Bay.

Sarasota Bay Estuary Program (SBEP), Wetlands Coordinator, Sarasota Bay, FL. (SBEP, 1997-Present) *Principal Scientist.* Since 1997, Mr. Ries has been the project technical manager for this ongoing contract with the estuary program. As part of this project, four 5-Year planning documents (2005-2020) were formulated to identify and evaluate potential habitat restoration and stormwater retrofit projects for the region. In total, 50 coastal restoration and Living Shorelines sites were evaluated and constructed. Mr. Ries coordinated the restoration design, permitting, and assisted in the construction oversight of sites ranging in size from less than one acre to 487 acres. Durante Park won the 2002 Future of the Region Award from the Tampa Bay Regional Planning Council and the Robinson Preserve Habitat Restoration Project, won the 2009 Future of the Region Award from the Tampa Bay Regional Planning Council.

Master Plan - Protection and Restoration of Freshwater Wetlands in the Tampa Bay Watershed, FL. (TBEP, 2013-2014) *Principal Scientist.* Mr. Ries was the project manager for this unique watershed study of the Tampa Bay watershed for the Tampa Bay Estuary Program. The Master Plan is the first protection and restoration plan for freshwater wetlands in the region. It presents a comprehensive assessment of changes to freshwater wetlands over a 60-year period and recommends realistic and balanced goals for protecting and restoring these vital habitats. The plan utilizes a coordinated approach for meeting these goals by engaging and developing mechanisms for both public and private entities. Among the many tools is a suite of screening criteria that allows public entities, regulatory permitting agencies, and regulated private partners and mitigation banks to identify the most beneficial locations for freshwater wetland restoration, protection, and mitigation within Tampa Bay basins, thus improving their ecological effectiveness. Mr. Ries was the project manager for this project, among the tasks that he was responsible for included the reassessment of the USF data to conform to the regulatory framework and the coordination with all the regulatory agency staff. This assignment required a lot of coordination and high-level discussions with the upper-level regulatory staff from the USACE, FDEP, SWFWMD, and the EPC of Hillsborough County. Mr. Ries was able to facilitate these negotiations to an amenable solution which recognizes the historic wetland conditions and results in more herbaceous wetland mitigation by the regulated public, which in turn helps restore the wetland proportions for this region. The master plan has been well-received at technical and professional conferences, such as the Coastal and Estuarine Research Federation (2013), Restore America's Estuaries (2014), National Association of Environmental Professionals (2014), EPA Region IV Wetlands/Section 401 Annual Workshop, and Tampa Bay Association of Environmental Professionals (2015). Subsequently this project was awarded 1st Place in the Natural Resources/Environment Category for the 2015 Future of the Region Awards.

Tampa Bay Ecosystem Publication, Tampa Bay, FL. (TBEP, 2010) *Principal Scientist.* The Tampa Bay Estuary Program (TBEP) wanted a technical summary document on the Tampa Bay Ecosystem which details the history and latest scientific work that allowed this estuary to recover ecologically over the past forty years. Mr. Ries worked with the TBEP staff in the data collection phase of this project and provided critical aspects of the following chapters: seagrass, habitat restoration, and ecosystem protection. The final publication was produced by the USGS under the title: "Integrating Science and Resource Management in Tampa Bay, Florida". This can be found under the USGS' technical publications; number 1348.



Bryan Flynn, P.E.

Senior Coastal Engineer

Bryan has 18 years of professional experience in coastal engineering, hydrographic surveying, permitting, project management and construction administration. His areas of expertise include design, permitting, shoreline protection and coastal restoration, coastal monitoring, beach nourishment, inlet processes, dredging and navigation. Bryan has served as the project manager and/or lead engineer on challenging projects involving multiple stakeholders for clients including water management districts, municipalities, ports, inlet districts, private corporations, federal and state governments in Florida, the Caribbean, Louisiana, Texas, and Delaware.

EDUCATION

M.E., Civil Engineering,
Water Resources,
University of South
Florida

B.S., Coastal
Engineering, Florida
Institute of Technology

18 YEARS EXPERIENCE

CERTIFICATION/ REGISTRATION

Professional Engineer
#70856, Florida

FDEP Stormwater/
NPDES Certification
#29445

NAUI Open Water Diver

Relevant Experience

Florida State Expenditure Plan for RESTORE Act (Pot 3), Florida Association of Counties, Gulf Consortium, Gulf Coast, FL. *Lead Coastal Engineer.* The Gulf Consortium selected ESA to compile coastal projects from 23 counties along the gulf coast and create the State Expenditure Plan for submittal to the Governor and the Gulf Council for approval. This major project involved the screening of existing environmental restoration and economic revitalization project proposals, the development of an improved portal for new project submittals; development of project evaluation criteria; detailed technical and economic project evaluation; project priority rankings;

extensive public involvement and stakeholder coordination; and draft/final plan preparation. The projects included habitat restoration, land acquisition, water quality improvement, septic to sewer conversion, dredging, and increased public access to the coast.

Fowl River Marsh and Shoreline Stabilization and Restoration Project (MBNEP). *Deputy Project Manager/Lead Coastal Engineer.* Mr. Flynn is developing a solution to stabilize and protect five priority in-river wetland spits and restore marshland throughout the intertidal portions of lower Fowl River. The team is identifying shoreline restoration locations and develop an engineering and construction design plans to stabilize and enhance priority coastal spits and shorelines of Fowl River from negative impacts associated with sea level rise, increased salinity, and boat wakes. In addition, ESA is coordinating to secure permits from the Alabama Department of Environmental Management (ADEM), the Department of Conservation and Natural Resources (ADCNR), and the U.S. Army Corps of Engineers (USACE), including a monitoring and adaptive management plan.

Deer River Coastal Marsh Stabilization and Restoration Project (MBNEP). *Coastal Engineer.* As a subcontractor, Mr. Flynn is leading ESA's team of coastal engineers and habitat restoration experts to develop engineering and design plans to stabilize and restore the shoreline and intertidal salt marsh at the mouth of Deer River, adjacent to the Theodore Industrial Canal and Mobile Bay.

Dauphin Island and Mobile Bay Eastern Shore Watershed Management Plans, Mobile Bay National Estuary Program (MBNEP). *Lead Coastal Engineer.* Mr. Flynn is currently leading the climate vulnerability and resiliency elements for both of these watershed plans. These plans provide a roadmap for

restoring and conserving the watershed and improving water and habitat quality in areas where resources could have been damaged by the Deepwater Horizon Oil Spill.

Developing Resilient Shorelines, Broward County, FL. *Lead Coastal Engineer.* Mr. Flynn assisted Broward County in creating a program that promotes living shorelines and seawall enhancement alternatives as a way to increase coastal resiliency. The program developed shoreline protection solutions that created habitat and increased design elevations to combat sea level rise for a variety of residential and municipal shorelines while preserving viewshed and water access. The ESA Team created renderings, brochures, a technical report and presentations to be used by the County in community outreach events. These documents were designed to lead the resident or community leader through the permitting process and discuss pricing options for different project elements.

Rising Waters Task Force Report, City of Delray Beach, FL. *Lead Coastal Engineer.* This project was a planning initiative for the City of Delray Beach. The report included input from several local stakeholders and technical experts. The goal of the report is to raise awareness to the impacts of climate change and sea level rise on the coastal community. The efforts ultimately will lead to a coastal resiliency/vulnerability analysis performed for the City.

Jungle Trail Shoreline Stabilization Project, Wabasso, Indian River County, FL. *Lead Coastal Engineer.* The Historic Jungle Recreational Trail shoreline was impacted by Hurricanes Matthew and Irma and the close proximity to the Intracoastal Waterway makes it vulnerable to boat wakes, now 750 feet of the western right-of-way of Jungle Trail is in need of repair. ESA coordinated data collection efforts including topographic, bathymetric, seagrass and mangrove surveys to inform the permitting and design portions of the project. The purpose of this project is to re-establish the eroded 4-foot shoulder of Jungle Trail to comply with County roadway specifications. This will increase the long-term resiliency of the roadway and the ability to provide safe passage to residents. A hybrid revetment solution was chosen where limestone rip rap will be placed to secure the long-term survival of mangroves and other native estuarine species planted along the new berm as an integral part of the shoreline stabilization.

Red Bug Slough Restoration Project; Sarasota County, FL. *Project Manager/Lead Coastal Engineer.* As project manager and engineer-of-record, Mr. Flynn was responsible for the design, permitting and construction administration for restoration of 7-acres of the Red Bug Slough Preserve, a popular park and recreation area with hiking trails. The restoration goals included providing water quality treatment by enhancing and restoring the hydrology of a portion of the historical marsh system; preserving existing native habitat; restoring and enhancing a historical marsh system; increasing aquatic habitat; enhancing recreational use; and restructuring the shoreline to a more natural state by recontouring the canal to create some sinuosity and littoral shelves for habitat enhancement.



Emily Hyfield Keenan, M.S.

Water Quality/Estuarine Ecology/Watershed Management, Managing Associate

EDUCATION

M.S., Oceanography and Coastal Sciences (2003)
Louisiana State University

B.S., Zoology (2001)
Louisiana State University

15 YEARS EXPERIENCE

Authorized Gopher Tortoise Agent, 2017

PROFESSIONAL AFFILIATIONS

Florida Lake Management Society

Emily Keenan has fifteen years of environmental consulting experience assisting public (local, state and federal), private, and non-profit clients. Her expertise pertains to the collection, analysis and/or interpretation of water quality data within estuary, river, and lake systems. She has extensive experience in the development of water quality management plans for National Estuary Programs (NEPs), impaired waters and TMDL evaluations, and quantitative analysis of hydrobiological datasets. Emily has managed the implementation of multiple monitoring efforts which translated into permit compliance or the identification of potential restoration projects designed to improve water quality through subsequent data analysis and interpretation. Emily's projects range from identifying source water protection of valuable drinking water supplies to developing water clarity targets to ensure adequate seagrass protection. She has authored and co-authored several publications and has made technical presentations in her field.

Relevant Experience

Watershed Management Planning, Mobile Bay National Estuary Program (MBNEP). Water Quality Lead. Ms. Keenan has served as the Water Quality Lead for six watershed management plants in Mobile, County including: Dog River, Fowl River, West Fowl River, Bayou La Batre, Dauphin Island, and Mobile Bay Eastern Shore. She has performed numerous tasks under these planning efforts which include data gathering and analysis, water quality sampling, data management, QA/QC, data analysis, statistical water quality analysis, and evaluation of watershed changes. These watershed plans provide a roadmap for restoring and conserving the watershed and improving water and habitat quality in areas where resources could have been damaged by the Deepwater Horizon Oil Spill.

Water Quality Management Plan for Chain of Lakes, Winter Haven, FL. *Environmental Scientist.* This project, for the City of Winter Haven and the Southwest Florida Water Management District (SWFWMD), involved the development of a water quality restoration plan for 20 lakes within the city of Winter Haven. The project involved the development of lake-specific water quality goals for chlorophyll-a, total nitrogen, and total phosphorus, as well as the development of lake-specific restoration projects, such as stormwater retrofits, hydrologic restoration projects, sediment removal, and restoration of native submerged aquatic vegetation. Emily managed data collection, data analysis and interpretation and report writing.

Dona Bay Phase II Project Evaluation. Environmental Scientist. Emily assisted with assessing the likely benefits and impacts (if any) associated with implementation of Phase II of their ongoing Dona Bay Restoration Project. ESA was tasked with determining the environmental benefits associated with a decrease in inflows into Dona Bay of 3 mgd. It was anticipated that reducing freshwater inflow would benefit the salinity regimes in the Dona Bay system. However, during the permitting phase the Southwest Florida

Water Management District (District) asked the County to determine whether or not downstream impacts to the Lower Myakka River might occur with the proposed 3 mgd diversion, and to verify the assumptions of the environmental benefits outlined in the nearly ten-year old Dona Bay Watershed Management Plan

Tampa Bypass Canal/Alafia River Water Supply Facilities Hydrobiological Monitoring Program (HBMP) for WY2017-2020. Tampa Bay Water, Tampa Bay, Florida. *Project Manager.* The Tampa Bypass Canal and Alafia River Supply Facilities provide critical surface water supplies for Tampa Bay Water's regional system. Water use permits for these facilities issued by the Southwest Florida Water Management District (WUP No. 2011794 and 2011796) require a hydrobiological monitoring program to provide assurance that withdrawals do not adversely impact environmental resources. Required tasks for this contract include: water quality sampling, data management, QA/QC, data analysis, statistical and mechanistic water quality modeling, evaluation of watershed changes, meetings with regulatory agencies and other stakeholders, and annual and multi-year compliance assessment and reporting.

Peace River Hydrobiological Monitoring Program, PRMRWSA, Charlotte and DeSoto Counties, Florida. *Project Manager.* Emily is responsible for project management and oversight of the field technician responsible for data collection. This ongoing, long-term monitoring program is designed to detect and describe changes in various physical, chemical, and biological characteristics of the tidal Charlotte Harbor estuary potentially resulting from potable freshwater withdrawals. Emily oversaw specific HBMP monitoring program elements to ensure permit compliance.

Clam Bay Water Quality Analysis, Clam Bay, Collier County, Florida. *Environmental Scientist.* This project is focused on the quarterly and annual evaluation of ambient surface and stormwater outfall monitoring efforts in Clam Bay and associated watershed. Emily performs regular QA/QC of collected data and subsequent comparison to the current Florida Water Quality standard. Quarterly reports are generated to provide interim water quality status related to nutrients and metals within the estuary. Additionally, an annual report is prepared to identify the current water quality status of the waterbody and provide potential corrective actions should elevated concentrations be observed compared to state standards.

Alafia River Watershed Monitoring Program and Water Quality Analyses, Hillsborough County, Florida. *Senior Scientist.* This project updating the master water quality database for the Alafia River, followed by a comprehensive statistical analysis of the data. These tasks included a feasibility analysis of detecting changes in monitoring parameters under atypical discharge conditions. Additionally, the determination of the potential impairment status of various portions of the Alafia River watershed using the current Florida water quality standards was performed. An evaluation of potential of using continuous recorder data as surrogates for other parameters, and assessment of tributary quality/quantity ratios as early warning triggers for problematic water quality conditions was also performed.

Source Water Assessment/ Water Quality Monitoring Module. Alafia River, Florida. *Project Manager.* This project for Tampa Bay Water includes coordination with Tampa Bay Water IT and monitoring staff for establishing data transfer, QA/QC and maintenance protocols for continuous and routine water quality monitoring data; Development of Water Quality Monitoring module data analysis, reporting tools and protocols for specific monitoring and assessment objectives; Linkage of monitoring with previously completed/supplemental discharge outfall and potential contamination source (PCS) inventories developed by Tampa Bay Water for the Alafia River and Tampa Bypass Canal (TBC); and further refinement of existing monitoring activities for the Alafia River, and assessment of monitoring needs for the TBC.



Lindsey Sheehan, PE

Principal Engineer

EDUCATION

MS, Environmental Fluid Mechanics and Hydrology, Stanford University

BS, Environmental Engineering, Literature Minor, Massachusetts Institute of Technology

11 YEARS OF EXPERIENCE

CERTIFICATIONS/REGISTRATION

Registered Professional Engineer, California, #C80116

Professional Engineer, State of Washington, #57971;

State of Oregon, #95402;

State of Florida, #89409.

ORGANIZATIONS

Northwest Association of Environmental

Lindsey is a hydrologist and coastal engineer specializing in sea-level rise planning, blue carbon quantification, and the restoration of coastal and estuarine ecosystems. Her work at ESA includes managing projects while conducting and overseeing numerical modeling, GIS analysis, field data collection, and hydrologic, geomorphic, and water and sediment quality technical analyses in support of shoreline and tidal wetland restoration projects and coastal processes assessments. Lindsey excels in communicating complex technical analyses and results in a way that everyone can understand and uses this skill to facilitate productive public and stakeholder engagement. Lindsey also has experience in environmental analysis for CEQA- and NEPA-level environmental documentation. By combining a technical base in coastal hydrology and engineering with an understanding of regulatory and environmental processes, Lindsey helps clients navigate projects through key stages of planning, permitting, design, and implementation.

Relevant Experience

Watershed Management Planning, Mobile Bay National Estuary Program (MBNEP) Bayou La Batre Watershed Management Plan, Mobile Bay, AL. Hydrologist/Coastal Engineer. Lindsey has supported numerous watershed management plans for MBNEP including Dog River, Fowl River, West Fowl River, Bayou La Batre, Dauphin Island, and Mobile Bay Eastern Shore. She

has conducted climate vulnerability assessments describing existing conditions and issues of concern, and recommended strategies for improving water quality and resiliency in these watersheds. Lindsey has conducted SLAMM modeling to analyze the habitat evolution in some of these watersheds and developed climate adaptation strategies to guide future management measures and implementation activities. These plans provide a roadmap for restoring and conserving the watershed and improving water and habitat quality in areas where resources could have been damaged by the Deepwater Horizon Oil Spill.

Charlotte Harbor National Estuary Program (CHNEP), Habitat Restoration Needs Project, Charlotte Harbor, FL. Lead Modeler. ESA developed the Habitat Restoration Needs data sources and plan to guide habitat conservation, sustainability, resiliency and connectivity throughout the CHNEP study area and,

specifically to: a) refine the CHNEP habitat restoration vision for the next 50 years; b) define the CHNEP habitat restoration goals for the next 20 years; c) identify habitat restoration, conservation, and land acquisition priorities throughout the CHNEP study area needed to reach the habitat restoration vision and goals; and d) develop a strategy for easy access and regular updates to the Habitat Restoration Needs. Lindsey led the habitat evolution modeling using a site-specific model she developed for the project.

Charlotte Harbor National Estuary Program (CHNEP), Habitat Resiliency to Climate Change (HRCC) Study, Charlotte Harbor, FL. *Lead Modeler.* ESA identified projected effects of climate change on habitat quality and connectivity and assessed opportunities for habitat retreat. This will assist the CHNEP and its partners with short- and long-term climate change resiliency planning. Lindsey led modeling efforts to conduct ecological forecasting focused on projecting changes in land use and climate to anticipate climate change impacts to wetland conditions, to identify opportunities for habitat retreat, restoration, and enhancement to facilitate wetland migration and guide project planning in the Charlotte Harbor NEP Study Area.

Restore America's Estuaries, Tampa Bay Blue Carbon Assessment, Tampa, FL. *Project Manager.* ESA developed a framework to assess carbon sequestration in the wetland habitats of Tampa Bay. As part of this work, Lindsey developed a habitat evolution model specific to Tampa Bay to predict how habitats would change with future sea-level rise. Working with local scientists, ESA used local data on sequestration rates to predict how carbon sequestration due to wetlands, including seagrass, could change in the future using different management strategies. The summary report provides habitat management recommendations for coastal managers.

Southwest Florida Water Management District, Apollo Beach Erosion Assessment, Tampa, FL. *Lead Modeler.* ESA was approached by the SWFWMD to assess storm damage to a berm protecting a \$1 million mitigation site. ESA collected data, merging and ground-truthing desktop data with topographic and bathymetric data collected in the field. Lindsey used the ShipWave and Wave98 models to determine that the number of large cargo vessel trips annually equates to approximately the same duration of a hurricane event (48-72 hours of wave attack annually), the magnitude of the waves is not as high as the hurricanes, but still was a significant contribution to the erosion at the site. Once the sources of the erosion were identified, three potential solutions were developed to combat the erosion. The alternatives included: 1) an offshore breakwater, 2) a riprap revetment 3) grading and beach nourishment. Alternatives were analyzed for cost, public safety, and permissibility.



CHRISTOPHER T. WARN

Senior Environmental Scientist

EDUCATION

B.S. Earth Systems
Science and Policy,
California State
University Monterey
Bay

A.A. Manatee
Community College

23 YEARS EXPERIENCE

CERTIFICATIONS/ REGISTRATION

40-Hour Hazardous
Waste Site Training
Course, OSHA 29 CFR
1910.120(e)(3), (2000)

Site Safety Officer
Training (2013)

Confined Space Entry
Training, OSHA 29 CFR
1910.146, (2004)

Bloodborne Pathogens
Training, OSHA 29 CFR
1910.1030, (2004)

Safe Boating Course,
U.S. Coast Guard (2004)

Chris Warn is a senior environmental scientist and project manager with over 23 years of experience in coastal and watershed studies, management, and restoration. He has worked throughout the nation on complex environmental projects including the emergency response to the Deepwater Horizon oil spill and subsequent NRDA, and continues to be actively involved in restoration projects funded from the oil spill fines. He has supported a wide range of environmental programs from Everglades restoration to port deepening and expansion projects. He brings experience in multiple geographies including California, Florida, and across the Gulf Coast. Chris has supported numerous state, local, port, commercial, federal, and non-governmental organizations. He has a long history supporting National Estuary Programs (NEPs) including Mobile Bay, Sarasota Bay, Tampa Bay, and Charlotte Harbor Estuary Programs.

Relevant Experience

Mobile Bay National Estuary Program (MBNEP) Comprehensive Conservation and Management Plan Update (CCMP). *Project Manager.* Mr. Warn served as the ESA Project Manager and Technical Lead supporting the prime contractor and MBNEP in updating their CCMP, which lists and describes actions to address priority problems in their estuaries and surrounding watersheds. The CCMP update guides the NEP's program for a five-year period. For this update Mr. Warn worked with the NEP and the State of Alabama's Department of Conservation and Natural Resources (ADCNR) to address the needs of the Alabama Coastal Nonpoint Pollution Control Program into the CCMP revision.

Sarasota Bay Estuary Program (SBEP) Citizens Advisory Committee (CAC). *Volunteer serving as CAC Chair, CAC Vice Chair.* Mr. Warn previously supported the SBEP as a volunteer for over 10 years, serving in leadership positions including CAC Vice-chair and Chair. He contributed to multiple efforts including the Citizens Chapter of the CCMP update and the Southwest Florida Regional Ecosystem Restoration Plan which was developed by all three Southwest Florida Estuary Programs in response to the Deepwater Horizon oil spill.

Watershed Management Planning. Mobile Bay National Estuary Program (MBNEP). *Project Manager.* Mr. Warn has led and supported numerous watershed management plans for MBNEP including Bayou La Batre, West Fowl River, Dauphin Island, and Mobile Bay Eastern Shore. These plans provide a roadmap for restoring and conserving the watershed and improving water and habitat quality in areas where resources could have been damaged by the Deepwater Horizon Oil Spill.

Fowl River Marsh and Shoreline Stabilization and Restoration Project, MBNEP. *Project Manager.* Mr. Warn is leading a team of coastal engineers and habitat restoration experts in developing a solution to

stabilize and protect five priority in-river wetland spits and restore marshland throughout the intertidal portions of lower Fowl River, AL.

Deer River Coastal Marsh Stabilization and Restoration Project (MBNEP). *Project Manager.* As a subcontractor, Mr. Warn is leading ESA's team of coastal engineers and habitat restoration experts to develop engineering and design plans to stabilize and restore the shoreline and intertidal salt marsh at the mouth of Deer River, adjacent to the Theodore Industrial Canal and Mobile Bay.

Habitat Restoration Needs Project, Charlotte Harbor National Estuary Program (CHNEP). *Project Manager.* Mr. Warn led a team of habitat restoration experts and GIS specialists to develop a plan to guide habitat conservation, sustainability, resiliency and connectivity throughout the CHNEP study area and, specifically to: a) refine the CHNEP habitat restoration vision for the next 50 years; b) define the CHNEP habitat restoration goals for the next 20 years; and c) identify habitat restoration, conservation, and land acquisition priorities.

Habitat Resiliency to Climate Change (HRCC) Study, Charlotte Harbor National Estuary Program (CHNEP). *Project Manager.* Mr. Warn led a team of ecologists and coastal engineers in the identification of projected effects of climate change on habitat quality and connectivity; and assessing opportunities for habitat retreat to assist the CHNEP and its partners with short- and long-term climate change resiliency planning.

Tampa Bay Habitat Master Plan Update Project, Tampa Bay Estuary Program (TBEP). *Senior Scientist.* Mr. Warn provided scientific support in the development of an updated Master Plan.

Investigation of Restoration of Hydrology on Mobile Bay Causeway, Alabama Department of Conservation and Natural Resources (ADCNR). *Project manager.* Mr. Warn led a multidisciplinary team to prepare a feasibility investigation relating to hydrologic restoration of certain areas of Mobile Bay along the Mobile Bay Causeway (US 90/98).



Bob Woithe, PhD, SPWS

Principal Scientist

EDUCATION

Ph.D. - Systems Ecology & Environmental Science, University of Florida, 1994

M.S., Systems Ecology & Environmental Science, University of Florida, 1992

B.A., Biology, Middlebury College, 1988

Graduate Certificate in Wetlands, University of Florida, 1992

30 YEARS EXPERIENCE

CERTIFICATIONS/REGISTRATION

Senior Professional Wetland Scientist #1160, Society of Wetland Scientists (1998 - 2024)

Certified Senior Ecologist, Ecological Society of America (1997 - 2023)

PROFESSIONAL AFFILIATIONS

Ecological Society of America

Society of Wetland Scientists

Florida Association of Environmental Professionals, Tampa & SW Florida Chapters

Florida Water Environment Federation

Bob Woithe is a senior environmental scientist with 30 years' experience practicing water resources and ecology in Florida. He has an extensive background in large water resources, environmental, and ecosystem assessment, modeling, monitoring, and data analysis projects. For the past 20 years, Dr. Woithe's focus has been watershed management and environmental monitoring and assessment programs in southeastern U.S. marine, aquatic, and terrestrial ecosystems with particular emphasis on water quality and habitat. He is lead scientist for some of the largest, non-governmental, long-term river, wetland, and estuarine monitoring and modeling programs in the region which collect, process, and analyze several million measurements a year. Dr. Woithe managed the water resources and modeling group and lead the headquarters office for Florida's largest engineering firm. Bob has been a member of the U.S. Gulf of Mexico Fisheries Management Council Data Collection Advisory Panel and Coastal Migratory Pelagics Advisory Panel, the National Marine Fisheries Service SEDAR 49 panel, the FEMA Risk Index Data Analysis Working Group, the Manatee Chamber of Commerce Natural Resources Committee, the Manatee Phosphate Community Advisory Panel, and a Gulf Coast Ecosystem Restoration Council Independent Science Reviewer.

Relevant Experience

Collier County Watershed RESTORE Act Funding Plan. Collier County, Florida - *Lead wetland scientist and principal in charge* for the Collier County Watershed Management Plan (CCWMP) RESTORE Act funding plan. The objectives of this project were to: 1) re-evaluate, further develop, and integrate projects already outlined in the CCWMP into a Comprehensive Watershed Management Program that meets the goals of both the Golden Gate Watershed Improvement Plan and the RESTORE Act; and 2) assist Collier County developing funding strategies for projects identified in the Comprehensive Watershed Management Program, including various RESTORE Act funding streams. The project team presented the watershed management plan at a series of agency and stakeholder workshops. The team refined the plan to produce a consensus product that was supported by all relevant state and federal agencies as required for successful Restore Act Funding.

Lake Tarpon Water Quality Management Plan. Pinellas County, Florida - *Project manager* for \$700,000 effort to develop water quality goals and

appropriate projects to meet the goals using hydrologic/hydrodynamic modeling and statistical analyses. The project used H&H and statistical models to evaluate various lake management projects and scenarios. The results of these modeling efforts were combined with best scientific and engineering judgment to develop a suite of projects and Best Management Practices that when implemented will lead to the attainment of the defined water quality targets.

Florida Wildlife Legacy Comprehensive State Habitat Monitoring System (SHRS) Development. Florida Fish and Wildlife Commission. Florida, Statewide - *Principal investigator and project manager* for this FWC project. The federally required State Wildlife Action Plan identified the need to measure the quality and condition of individual species of greatest conservation need (SGCN) habitat categories, the percentage of the landscape that was protected, and to have a system for tracking changes in habitat status over time. No tool like the FWC's species ranking system was available for monitoring or prioritizing all Florida habitats in a coordinated manner. Because numerous monitoring programs were in place at a state, regional or local scale, an important monitoring objective was to assess the possibility of compiling existing monitoring programs to evaluate the status of specific habitat categories at the state and regional level. The development of such a comprehensive monitoring system was a large undertaking, so the FWC began by focusing on six priority habitat categories (coral reefs, seagrasses; soft water streams; springs/spring runs; scrub and sandhill). Dr. Woithe managed this project facilitating a group of more than 100 scientists and managers, representing more than 40 separate NGO, private landowner, local, state, and federal conservation partners, to solicit and catalog information about data sources, ongoing monitoring programs, habitat status and change indicators, and data analysis and reporting techniques. A series of workshops was held to bring together local, state, and federal agency, university, and environmental group partners with the appropriate expertise to identify the most important indicators of the health of each of the habitat categories as well as data sources and formats. My team synthesized background research and expert recommendations for structuring and implementing the habitat monitoring system with workshop results to develop a plan for creating and implementing a State Habitat and Reporting System.

Statewide Habitat Reporting System (SHRS) Implementation. FWC Florida Wildlife Legacy Initiative. Florida, Statewide - Federal grant funding requirements mandated that Florida's Wildlife Legacy Initiative develop and implement strategies for monitoring species of greatest conservation need and their habitats. The Statewide Habitat Reporting System (SHRS) met this objective by providing, for the first time, a coordinated statewide habitat monitoring reporting system for tracking the health of the six priority habitats statewide. As *project manager*, Dr. Woithe implemented a statewide habitat monitoring system for 6 priority habitats (coral reefs, seagrasses; soft water streams; springs/spring runs; scrub and sandhill) using existing monitoring programs run by local, state, and federal agencies such as the Coral Reef Evaluation and Monitoring Project (CREMP) and the Seagrass Integrated Mapping and Monitoring program (SIMM). This \$225,000 effort included reducing, qualifying, and combining datasets from over 60 separate data bases. The project then developed and implemented analytical techniques to calculate and report status and trends for over 40 habitat indicators to form the reporting portion of the SHRS. The SHRS's methods and first reporting results were summarized in a dashboard-format report designed to be read and provide useful information to Fish and Wildlife Commission members, the lay public, and technical professionals.

FDOT District 1 Old Tampa Bay Water Quality Improvement Project. Tampa, Florida – As *QAQC officer and data analyst*, Dr. Woithe, reduced, qualified managed, analyzed, and interpreted of seagrass, water quality, and water flow field data to assess environmental changes as a result of the alternative storm water treatment project. The project, designed to increase seagrass coverage and diversity and improve water quality, consisted of constructing a channel opening in a causeway in northern Tampa Bay. The project was constructed to generate water quality treatment and seagrass mitigation credits and monitoring included water column parameters, high frequency salinity monitoring, nutrient sampling, tracer dye studies using aerial drones, a neutrally buoyant object movement and dissolution rate studies, and seagrass coverage, density, and diversity monitoring.



Wes Henriquez

GIS Specialist

EDUCATION

Bachelor of Science,
Geography, August
2005

Florida State University,
Tallahassee, Florida

15 YEARS EXPERIENCE

CERTIFICATIONS/ REGISTRATION

Graduate Certificate in
GIS, May 2009

University of South
Florida, Tampa, Florida

Certified Geographic
Information Systems
Professional (20940),
renewed until 2022

FAA Part 107 Remote
Pilot, September 2019
(4308423)

PROFESSIONAL AFFILIATIONS

[insert text Association
of American
Geographers

Tampa Bay GIS User
Group TBGIS

Seven Hills Regional
User Group SHRUG

South Central Arc User
Group SCALUG

Wes Henriquez has performed a wide variety of technical functions in multi-disciplinary, team environments for both internal and external clients. This includes over 15 years of successful GIS experience providing technical support to public and private clients. He specializes in database design, data management solutions, data conversions, geospatial analysis, statistical analysis, cartographic design, map production, GPS, mobile data collection, application development, web mapping, dashboards, custom programming of web-based ArcGIS Server Applications, Enterprise GIS, QA/QC procedures, Big Data, developing scripts for automation, remote sensing, photogrammetry, machine learning, 3D Visualizations, and UAV services.

Relevant Experience

GIS Analyst – Nutrient Phosphate Mine Wetland Conservation Area Monitoring – Hamilton County, Florida (2019-Present). Developed mobile data applications for biologist to collect data points and attach photographs. Automation scripts were used to batch rename thousands of photographs, and automatically add them into deliverable figures showing views in each cardinal direction. Worked with UAS team to quickly process data and calculate areas of transects to be flown. Utilized Image Classification and Object Based Image Analysis to efficiently conduct tree counts. 2021 became MSHA certified and flew and mapped the reclamation units. Developed 3D photogrammetry model to analyze for vegetation growth.

Tyndal Airforce Base Wetland Delineation (2020-2021). Used ArcGIS Online as a collaborative work environment to monitor progress with web maps and dashboards. Data was displayed in the dashboard in real time, and wetland polygons were delineated each evening. The process reduced field visits, and overall reporting time.

FDOT District One Hurricane Disaster Recovery Application, FL (2019-Present). GIS Developer for developing application for CEI damage assessments for storms and disasters. Project utilized AECOM Enterprise GIS

portal to create a centralized environment that inspectors can upload field notes, and photographs. Required administering Enterprise privileges and creating training materials for 38 users.

SR 826/Palmetto Expressway and Golden Glades Interchange, FDOT District 6, Miami-Dade County, FL (2019). As GIS Analyst, coordinated with Noise Specialist to create map depicting existing and proposed locations of noise wall barriers. As the prime consultant, AECOM consolidated and converted data from various engineering firms to create a continuous roll-plot of the entire project area.

GIS Developer – FDOT D7 General Engineering Contract - Florida (2019).

Developed a custom mobile video recording application to document site visits. Combining the video stream and associated metadata allows each video frame to be associated with geospatial information that can later be mapped. Created training materials for users and administered user accounts. Developed database management and archiving procedures to ensure backups could be easily accessible when needed for review.

UAS Pilot – FDOT D7 General Engineering Contract - Florida (2019). Provide ongoing UAS support for districtwide project documentation and public outreach. Coordinates with Communications Manager to identify project sites to collect aerial photography and videos. Responsible for requesting FAA Airspace Authorization and planning UAS mission.

UAS Pilot and Remote Sensing Specialist – 1st Street Bridge Environmental Compliance Inspections – FDOT D6 - Florida (2019). Operated as the Remote Pilot assisting an inspection team at the 1st Street Bridge construction site. UAS was utilized to create an orthorectified mosaic of turbidity plumes. Tied to real time water sampling data, Used Machine Learning and image classification techniques to generate heat maps showing the approximate plume densities throughout the river.

GIS Developer / Analyst – FDOT Turnpike – (2020-2021). Developed web maps, mobile data applications, and dashboards on FDOT ArcGIS Enterprise Server. Develop internal collector application for AECOM Landscape Architects to collect tree and irrigation data using Trimble GPS receivers and mobile devices. Coordinate with Turnpike GIS staff to ensure data adhere to DOT schema. Developed Survey123 Application that can be accessed via QR code at all FDOT Turnpike public locations.

GIS Developer / Analyst – FDOT D5 – (GEC) Traffic Trend Reporting System Development. Work with AECOM Traffic Demand Modelers to create custom web applications on the FDOT ArcGIS Enterprise Server. Provided GIS Analysis to assist with creating a ranking of road segments based on AADT. Developed interactive dashboards and web maps to display traffic statistics.

GIS Analyst – Wetland Delineations – Southeastern United States (2010-Present). Successfully planned and executed hundreds of wetland delineations projects ranging from less than an acre to thousands of acres. Initially supported staff using Trimble handheld devices with either Terrasync or Arcpad software installed. Designed custom templates and workflows to ensure minimal error in data collection. Recent support has been primarily focused on mobile data collection using smart phones and tablets. Advancements in technology have allowed for near real time delineation and coordination with field crews. Strong Geomatics background and understanding of all forms of GPS correction including Real-time kinematic (RTK) positioning.

GIS Project Lead - FDOT Outdoor Advertising, FDOT ROW, Tallahassee, Florida (2016-2018).

Provided technical services to inventory, identify, catalog and document existing, proposed and /or illegal outdoor advertising signs adjacent to the controlled route system throughout the state. Mr. Henriquez developed and designed an updated mobile data collection process utilizing ESRI Portal for ArcGIS. Once the system was presented and approved by FDOT Central Office, Mr. Henriquez trained five inspectors of various technical backgrounds for the statewide implementation of the new data collection system. Tested utilized Trimble GPS, range finder, and light meters to measure LED billboard luminance levels. Developed and utilized MS Sharepoint to centralize project documents, scheduling, and safety training materials. Managed geodatabase schemas, user accounts, replications, and versions. Created custom SQL update queries for to automate data check-in process. Perform GIS database administration and maintenance functions. Implement data download and data system automation using python scripting, system backups and database archive operations.

Lynn Cherry, MS

President, Carpe Diem Community Solutions

lcherry@cdc-s.com, www.cdc-s.com, (850) 215-4651



After a successful career in higher education and with a “seize the day” spirit, Lynn created a Florida panhandle based small business, Carpe Diem Community Solutions, to continue her quest in helping communities. Her extensive community-based experience in training, moderating and facilitating group discussion encompasses focus groups, board retreats, strategic long-range planning, visioning, and community forums. She creates public engagement and awareness strategies that focus on and garner community approval. Lynn has received numerous awards from local and state organizations for her leadership in community-based programs. What began as a girl scout, Lynn now has a passion for Florida’s outdoors. In 1995, she led the \$13,500,000 state acquisition of 180-acre beach front property state acquisition process to acquire and support the development of Camp Helen State Park in Panama City Beach. These efforts lead to the first in the nation partnership between a state park and a community college. Lynn is the recipient of The Nature Conservancy Florida Chapter Grassroots Leader, Bay County Audubon Society Conservationist of the Year, Florida State Parks Citizen Support Organization of the Year, Florida State Parks Best in the District awards, and a 25 year-appreciation certificate for her leadership and volunteerism at Camp Helen State Park. Additionally, Lynn has served in a leadership capacity, including president, of the Friends of Camp Helen State Park for 25 years. She presently serves on the Florida State Parks Foundation and Florida Wildlife Corridor Coalition Board of Directors.

Environmental Organization Leadership

- Founding member and Chair, St. Andrew Bay Environmental Study Team
- President and Vice President, FL Community College Pollution Prevention Education Consortium
- Member, Environmental Education Regional Service Projects Board
- Chair, Education Committee, St. Andrew Bay Environmental Study Team
- Co-Chair, Bay County’s Earth Day Festival

Related Recent Facilitation & Training Experience

FL State Parks Conference Trainer, Citizen Support Organizations

FL State Parks District Trainer, provided Citizen Support Organization training in all five districts

FL State Parks Foundation National Conference Training, Board Recruitment, Retention, and Training

American Planners Association FL Chapter Public Engagement Conference Presenter

American Planners Association FL Chapter Strategic Planning

American Planners Association FL Chapter Plan 4 Health Visioning Session

Community Problem Solving, FL Chamber of Commerce Conference Presenter

Community Problem Solving, FL League of Cities Conference Presenter

Community Problem Solving, FL Redevelopment Agency Webinar Presenter

City of Panama City Downtown North CRA Community-wide Program Facilitation

City of Destin Land Use Community-wide Meetings Facilitation

Good Government Institute Elected Officials Citizen Engagement Training

Gadsden County Economic Development Visioning Community-wide Meetings Facilitation

Gadsden County Tourist Development Council Strategic Planning Facilitation

City of Blountstown Main Street City-wide Visioning Meetings Facilitation

Bay County Extension Listening Sessions Facilitation

Bay County Homeless Community Deliberation Series

Okaloosa County Homeless Community Deliberation Series

Escambia County Comprehensive Plan EAR Visioning

Gulf Breeze Chamber of Commerce Board Retreats & Long Range Planning Facilitation

National Council of Alcoholism and Drug Dependence of NW FL Board Retreat & Long Range Planning Facilitation

City of Panama City Future Land Use Code Development
FL Dept. of Env. Protection Wakulla Springs Working Group Facilitation
City of Panama City Centennial Conversations Forum
Anderson County, SC 20-Year County-wide Visioning
Pickens County, SC 20-Year County-wide Visioning
Oconee County, SC 20-Year County-wide Visioning
FL-AL TPO Long Range Transportation Planning Stakeholder Facilitation
Okaloosa-Walton TPO Long Range Transportation Planning Stakeholder Facilitation
Bay County TPO Long Range Transportation Planning Stakeholder Facilitation

Transportation public involvement subconsultant for FDOT, Blueprint, and TPOs

FDOT PD&E: US 331, US 319, West Bay Parkway, US 98 Back Beach Road, Pensacola Intersection, Quincy Loop South, I10 CR 4, SR 20 Trammell Bridge, SR 373, I-10, US 19 Trails

FDOT Design: SR 4 Blackwater River Bridge, SR 22, SR 77, SR 87, SR 363, SR 369, SR 388, SR 390, US 90, US 98, US 319, US 231, SR 30E, US 98 St. Joe Bridge, Gulf Coast Parkway, CR 65 Juniper Creek Bridge, SR 65 Graham Creek Bridge, DW Safety, CR 159 Swamp Creek Bridge, SR 390 Mill Bayou Bridge

FDOT Design Build: SR 79

FDOT Resurfacing: SR 73, SR 750, US 98, I-10, SR 81, US 319, SR 85

FDOT Construction: 23rd Street Flyover, SR 388, SR 20 Chipola River Bridge, Grand Lagoon Bridge, SR 71, SR 77, SR 390, US 331, US 98

Blueprint: Welaunee Boulevard PD&E Study, Bannerman PD&E Study, Lake Jackson Trails

TPOs multi-modal: Bay County TPO Bay Town Trolley Transit Development Plan, Okaloosa-Walton TPO EC Rider Transportation Development Plan, Trolley & Paratransit Maintenance Facilities, Bay County TPO Bicycle & Pedestrian Master Plan, Long Range Transportation Plan, SR 77 & US 98 CMP, FL-AL TPO Bicycle & Pedestrian Master Plan, Long Range Transportation Plan, Main St., US 90 & US 98 CMP, Okaloosa Walton TPO Long Range Transportation Plan, Beal Parkway & SR 87 CMP, CRTPA Jefferson County Bicycle & Pedestrian Master Plan

Education

Master of Science, Applied Psychology, *Florida State University*

Bachelor of Science, Family & Child Services, *Auburn University*

Certifications

Charrette System Facilitation, *National Charrette Institute*

Facilitation Core Skills, *Ingrid Bens*

Experience

Carpe Diem Community Solutions, Panama City, FL, President, 2003 - Present

Gulf Coast Community College, Panama City, FL, Public and Community Services Coordinator, 1989 - 2003

Bay County, FL Board of County Commission Planning Commission, 1997 - 1998

Professional Individual Awards

The Nature Conservancy, Florida Chapter, Grassroots Leadership Award, 1997

Bay County Audubon Society, Conservationist of the Year, 1997

Gulf Coast Community College, Outstanding Coordinating Council Employee Award, 1996

Board of Directors

Friends of Camp Helen State Park, 2007 – 2020, Emeritus Member 2021

FL State Parks Foundation, 2017 – present

FL Wildlife Corridor Collaboration, 2021

**Attachment “B”
Insurance Requirements**

GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 01/2/2019

CONTRACTORS INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and the certificate of insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida. Insuring company is required to have a minimum rating of A, Class X in the Best Key Rating Guide published by A.M. Best & Co. Inc.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. Where applicable the County and the Estuary Coalition shall be shown as an Additional Insured with a waiver of Subrogation on the Certificate of Insurance on all Workers Compensation Clauses.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day prior written notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies (redacted if necessary) of any insurance policies to document the insurance coverage specified in this Agreement.
7. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contractor.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

WORKERS' COMPENSATION INSURANCE

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of

this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.

2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.
4. Okaloosa County Board of County Commissioners shall be listed as an Additional Insured by policy endorsement on all policies applicable to this agreement except Worker's Compensation. A waiver of subrogation is required on all policies

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Contractor shall carry Commercial General Liability insurance against all claims for Bodily Injury, Property Damage and Personal and Advertising Injury caused by the Contractor.
2. Commercial General Liability coverage shall include the following:
 - 1.) Premises & Operations Liability
 - 2.) Bodily Injury and Property Damage Liability
 - 3.) Independent Contractors Liability
 - 4.) Contractual Liability
 - 5.) Products and Completed Operations Liability
3. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

INSURANCE LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

	<u>LIMIT</u>
1. Workers' Compensation	
1.) State	Statutory
2.) Employer's Liability	\$500,000 each accident
2. Business Automobile	\$1,000,000 each accident (A combined single limit)
3. Commercial General Liability	\$1,000,000 each occurrence for Bodily Injury & Property Damage \$1,000,000 each occurrence Products and completed operations
4. Personal and Advertising Injury	\$1,000,000 each occurrence

NOTICE OF CLAIMS OR LITIGATION

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

CERTIFICATE OF INSURANCE

1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County Board of County

Commissioners, 302 N. Wilson St., Crestview, Florida, 32536.

2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10 days' prior written notice if cancellation is for nonpayment of premium).
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection.
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

GENERAL TERMS

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its employees under all the foregoing policies of insurance.

EXCESS/UMBRELLA INSURANCE

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an EXCESS/UMBRELLA insurance policy. In all instances, the combination of primary and EXCESS/UMBRELLA liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.

Attachment “C”

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), as applicable, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*).

Attachment "D"
Vendors on Scrutinized List

VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate _____, the bid proposer, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may disqualify the bid proper immediately or immediately terminate any agreement entered into for cause if the bid proposer is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the bid proposer has submitted a false certification, the County will provide written notice to the bid proposer. Unless the bid proposer demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the bid proposer. If the County's determination is upheld, a civil penalty shall apply, and the bid proposer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by bid proposer.

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

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____

(Typed or Printed)

ADDRESS: _____

TITLE: _____

E-MAIL: _____

PHONE NO.: _____

Attachment "E"
Additional Federal Clauses

CONTRACT CLAUSES

Non-Discrimination Requirements

During the performance of this contract, the Contractor will comply with all requirements summarized below and ensure that all subcontractors comply with and all subcontracts contain these requirements:

(1) Statutory Provisions

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) prohibits discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
- b. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.) prohibits discrimination on the basis of sex under federally assisted education programs or activities;
- c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;
- d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance;
- e. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.) (“ADA”), including the ADA Amendments Act of 2008 (Public Law 110-325, (“ADAAA”), prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation.
- f. Any other applicable non-discrimination law(s).

(2) Regulatory Provisions

- a. Treasury Title VI regulations, 31 C.F.R. Part 22, implement Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d, et seq.) which prohibits discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
- b. Treasury Title IX regulations, 31 Part 28, implement Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.) which prohibits discrimination on the basis of sex under federally assisted education programs or activities.
- c. Treasury Age Discrimination regulations, 31 C.F.R. Part 23, implement the Age Discrimination Act of 1975, which prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance.

(3) Other Provisions

a. Parts II and III of EO 11246 (30 Fed. Reg. 12319, 1965), “Equal Employment Opportunity,” as amended by EO 11375 (32 Fed. Reg. 14303, 1967) and 12086 (43 Fed. Reg. 46501, 1978), require federally assisted construction contracts to include the nondiscrimination provisions of §§ 202 and 203 of EO 11246 and Department of Labor regulations implementing EO 11246 (41 C.F.R. § 60-1.4(b), 1991).

b. EO 13166 (August 11, 2000), “Improving Access to Services for Persons With Limited English Proficiency,” requires federal agencies to examine the services provided, identify any need for services to those with limited English proficiency (LEP), and develop and implement a system to provide those services so LEP persons can have meaningful access to them.

(4) Title VII Exemption for Religious Organizations

Generally, Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq., provides that it shall be an unlawful employment practice for an employer to discharge any individual or otherwise to discriminate against an individual with respect to compensation, terms, conditions, or privileges of employment because of such individual’s race, color, religion, sex, or national origin. However, Title VII, 42 U.S.C. § 2000e-1(a), expressly exempts from the prohibition against discrimination on the basis of religion, a religious corporation, association, educational institution, or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities.

(5) Protections for Whistleblowers

In accordance with 41 U.S.C. § 4712, neither the contractors (vendors) or subcontractors may discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to a person or entity listed below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant:

- a. A Member of Congress or a representative of a committee of Congress;
- b. An Inspector General;
- c. The Government Accountability Office;
- d. A Treasury employee responsible for contract or grant oversight or management;
- e. An authorized official of the Department of Justice or other law enforcement agency;
- f. A court or grand jury; and/or
- g. A management official or other employee of the recipient, subrecipient, vendor, contractor

(vendor), or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Equal Employment Opportunity

During the performance of this contract, the Contractor will comply with all requirements below and ensure that all subcontractors comply with and all subcontracts contain these requirements:

(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 Contractor 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.

The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of 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 Contractor 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 subcontractor 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.

Davis Bacon

During the performance of this contract, the Contractor will comply with all requirements below and ensure that all subcontractors comply with and all subcontracts contain these requirements:

(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, 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.

(iii) 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.

(iv) 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 County 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 maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate 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 (write in name of 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 (write in name of appropriate 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 (write in name of 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.

(iii) 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 (write the name of the 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 subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with

the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the 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 the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime 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)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.

(10)Certification of eligibility.

(i) 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).

(ii) 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).

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

Copeland “Anti-Kickback” Act Clause

During the performance of this contract, the Contractor will comply with all requirements below and ensure that all subcontractors comply with and all subcontracts contain these requirements:

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

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the 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 of these contract clauses. (3) 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.

Contract Work Hours and Safety Standards Clause

During the performance of this contract, the Contractor will comply with all requirements below and ensure that all subcontractors comply with and all subcontracts contain these requirements:

(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 \(1\)](#) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid [wages](#). In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under [contract](#) for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual [laborer](#) or mechanic, including watchmen and guards, [employed](#) in violation of the clause set forth in [paragraph \(1\)](#) of this section, in the sum of \$25 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 County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such [contract](#) or any other Federal [contract](#) with the same prime contractor, or any other federally-assisted [contract](#) subject to the [Contract](#) Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid [wages](#) and liquidated damages as provided in the clause set forth in [paragraph \(2\)](#) of this section.

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

Debarment and Suspension Status

The Contractor shall verify that no subcontractors or principals of subcontractors appear on the federal government's Excluded Parties List prior to executing an agreement or contract with that entity. The Contractor may not contract with an entity or that entity's principals if that entity or any of its principals appears on the Excluded Parties List. The Excluded Parties List is accessible at <http://www.sam.gov>. The Award, which is included in Exhibit J, and this Project which is funded at least in part by that Award is subject to 31 C.F.R. Part 19.

Drug Free Workplace

The contractor must comply with the provisions of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Sec. 5153, as amended by Public Law 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S.C. § 8102), Treasury implementing regulations at 31 C.F.R. Part 20, and Section 112.0455, Florida Statutes, which require that the County take steps to provide a drug-free workplace. The Contractor will ensure that all subcontractors

comply with these requirements and all subcontracts contain these requirements.

Lobbying Restrictions

During the performance of this contract, the Contractor will comply with all requirements below and ensure that all subcontractors comply with and all subcontracts contain these requirements:

(1) Statutory Provisions

The Contractor must comply with the provisions of 31 U.S.C. § 1352 and regulations at 31 C.F.R. Part 21. No appropriated funds may be expended by the recipient of a Federal grant to pay 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 making of any Federal grant or the extension, continuation, renewal, amendment, or modification of any Federal grant.

(2) Disclosure of Lobbying Activities

The Contractor must disclose lobbying activities by submitting a completed Form SF-LLL, "Disclosure of Lobbying Activities," regarding the use of non-federal funds for lobbying. The Contractor and all subcontractors, at any tier, who receives a contract or subcontract exceeding \$100,000 under the Award, shall file with the tier above them a certification, set forth in Appendix A of 31 C.F.R. Part 21, that the contractor or subcontractor has not made, and will not make, any payment prohibited by 31 U.S.C. § 1352, as amended. Pursuant to 31 C.F.R. 21.100(d), the certification shall be filed to the next tier above. The Form SF-LLL must be submitted within 15 days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed. The Form SF-LLL must be submitted from subcontractor to contractor until received by the County. The County will submit the Forms SF-LLL, including those received from Contractors and subcontractors, to Treasury within 30 days following the end of the calendar period. Every certification filed shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared with any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification. If a person fails to file a required certification, the United States may pursue all available remedies, including those authorized by 31 U.S.C. § 1352.

The Award, which is included in Exhibit J, and this Project which is funded at least in part by that Award is subject 31 U.S.C § 1352.

Prohibited and Criminal Activities

During the performance of this contract, the Contractor will comply with all requirements below and ensure that all subcontractors comply with and all subcontracts contain these requirements:

a. The Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3812), provides for the imposition of civil penalties against persons who make false, fictitious, or fraudulent claims to the federal government for money (including money representing grants, loans or other benefits).

b. False Statements, as amended (18 U.S.C. §1001) provides that whoever makes or presents any

materially false, fictitious, or fraudulent statements to the United States shall be subject to imprisonment of not more than five years.

c. False, Fictitious, or Fraudulent Claims, as amended (18 U.S.C. § 287) provides that whoever makes or presents a false, fictitious, or fraudulent claim against or to the United States shall be subject to imprisonment of not more than five years and shall be subject to a fine in the amount provided in 18 U.S.C. § 287.

d. False Claims Act, as amended (31 U.S.C. 18 U.S.C. § 3729 et seq.), provides that suits under this act can be brought by the federal government, or a person on behalf of the federal government, for false claims under federal assistance programs.

e. Copeland “Anti-Kickback” Act, as amended (18 U.S.C. § 874 and 40 U.S.C. § 276c), prohibits a person or organization engaged in a federally supported project from enticing an employee working on the project from giving up a part of his compensation under an employment contract. The Copeland “Anti-Kickback” Act also applies to contractors and subcontractors pursuant to 40 U.S.C. § 3145.

Goals for Women and Minorities in Construction

During the performance of this contract, the Contractor will comply with all requirements below and ensure that all subcontractors comply with and all subcontracts contain these requirements:

Department of Labor regulations set forth in 41 CFR 60-4 establish goals and timetables for participation of minorities and women in the construction industry. These regulations apply to all federally assisted construction contracts in excess of \$10,000. The Contractor must comply with these regulations and must obtain compliance with 41 CFR 60-4 from subcontractors employed in the completion of the Project by including such notices, clauses and provisions in any subcontract procurements as required by 41 CFR 60-4. The goal for participation of women in each trade area must be as follows:

a. From April 1, 1981, until further notice: 6.9 percent;

b. All changes to this goal, as published in the Federal Register in accordance with the Office of Federal Contract Compliance Programs regulations at 41 CFR 604.6, or any successor regulations, must hereafter be incorporated by reference into these Special Award Conditions; and, c. Goals for minority participation must be as prescribed by Appendix B-80, Federal Register, Volume 45, No. 194, October 3, 1980, or subsequent publications. The Recipient must include the “Standard Federal Equal Employment Opportunity Construction Contract Specifications” (or cause them to be included, if appropriate) in all federally assisted contracts and subcontracts. The goals and timetables for minority and female participation may not be less than those published pursuant to 41 CFR 60-6. The Contractor must take all necessary affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

a. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;

- b. Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;**
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women’s business enterprises;**
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises; and**
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.**
- f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in (a) through (e) of this paragraph.**

Clean Air Act and Federal Water Pollution Control Act Clause

During the performance of this contract, the Contractor will comply with all requirements below and ensure that all subcontractors comply with and all subcontracts contain these requirements: Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Maximize Use of Recovered/Recycled Materials

During the performance of this contract, the Contractor will comply with all requirements below and ensure that all subcontractors comply with and all subcontracts contain these requirements:

The Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 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.

Byrd Anti-Lobbying Amendment

During the performance of this contract, the Contractor will comply with all requirements below and ensure that all subcontractors comply with and all subcontracts contain these requirements:

Contractors that apply or bid for an award of \$100,000 or more must 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 must 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 non-Federal award.

Standard Patent Rights

If this Agreement is for the performance of experimental, developmental, or research work that is funded in whole or in part by the Federal Government, then the following provisions shall apply:

(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 plant which is or may be protected under the Plant Variety Protection Act ([7 U.S.C. 2321](#) *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.

(7) The term *statutory period* means the one-year period before the effective filing date of a claimed [invention](#) during which exceptions to prior art exist per [35 U.S.C. 102\(b\)](#) as amended by the Leahy-Smith America Invents Act, [Public Law 112-29](#).

(8) The term *contractor* means any person, [small business firm](#) or [nonprofit organization](#), or, as set forth in section 1, paragraph (b)(4) [of Executive Order 12591](#), as amended, any business firm regardless of size, which is a party to a [funding agreement](#).

(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 a patent, a printed publication, public use, sale, or other availability to the public 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. If the *contractor* files a provisional application as its [initial patent application](#), it shall file a non-provisional application within 10 months of the filing of the provisional application. The *contractor* will file [patent applications](#) in additional countries or international patent offices within either ten months of the first filed [patent application](#) or six months from the date permission is granted by the Commissioner of Patents to file foreign [patent applications](#) where such filing has been prohibited by a Secrecy Order.

(4) For any [subject invention](#) with *Federal agency* and *contractor* co-inventors, where the *Federal agency* employing such co-inventor determines that it would be in the interest of the government, pursuant to [35 U.S.C. 207\(a\)\(3\)](#), to file an [initial patent application](#) on the [subject invention](#), the *Federal agency* employing such co-inventor, at its discretion and in consultation with the *contractor*, may file such application at its own expense, provided that the *contractor* retains the ability to elect title pursuant to [35 U.S.C. 202\(a\)](#).

(5) Requests for extension of the time for disclosure, election, and filing under paragraphs (1), (2), and (3) of this clause may, at the discretion of the *Federal agency*, be granted. When a *contractor* has requested an extension for filing a non-provisional application after filing a provisional application, a one-year extension will be granted unless the *Federal agency* notifies the *contractor* within 60 days of receiving the request.

(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 paragraph (c) of this clause, or elects not to retain title.

(2) In those countries in which the *contractor* fails to file [patent applications](#) within the times

specified in paragraph (c) of this clause; provided, however, that if the *contractor* has filed a [patent application](#) in a country after the times specified in paragraph (c) of this clause, 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 non-provisional [patent application](#) for, to pay a maintenance, annuity or renewal fee on, or to defend in a 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 agency* except when transferred to the successor of that party of the *contractor's* business 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) of this clause, to assign to the *contractor* the entire right, title and interest in and to each [subject invention made](#) under contract, 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 paragraph (c)(1) of this clause. 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) For each subject invention, the *contractor* will, no less than 60 days prior to the expiration of the statutory deadline, notify the *Federal agency* of any decision: Not to continue the prosecution of a non-provisional patent application; not to pay a maintenance, annuity or renewal fee; not to defend in a reexamination or opposition proceeding on a patent, in any country; to request, be a party to, or take action in a trial proceeding before the Patent Trial and Appeals Board of the U.S. Patent and Trademark Office, including but not limited to post-grant review, review of a business method patent, *inter partes* review, and derivation proceeding; or to request, be a party to, or take action in a non-trial submission of art or information at the U.S. Patent and Trademark Office, including but not limited to a pre-issuance submission, a post-issuance submission, and supplemental examination.

(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 to be performed by a subcontractor.. 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) The *contractor* will include in all other subcontracts, regardless of tier, for experimental developmental or research work the patent rights clause required by (*cite section of agency implementing regulations or FAR*).

(3) 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 (j) 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 (j) 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 inventions](#) 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 *Federal agency* may review the *contractor's* licensing program and decisions regarding small business applicants, and the *contractor* will negotiate changes to its licensing policies, procedures, or practices with the *Federal agency* when the *Federal agency's* review discloses that the *contractor* could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4). In accordance with [37 CFR 401.7](#), the *Federal agency* or the *contractor* may request that the [Secretary](#) review the *contractor's* licensing program and decisions regarding small business applicants.

ADA Standards for Accessible Design for Construction Awards

During the performance of this contract, the Contractor will comply with all requirements below and ensure that all subcontractors comply with and all subcontracts contain these requirements:

The U.S. Department of Justice has issued revised regulations implementing Title II of the ADA (28 C.F.R. Part 35) and Title III of the ADA (28 C.F.R. Part 36). The revised regulations adopted new enforceable accessibility standards called the “2010 ADA Standards for Accessible Design” (2010 Standards). The 2010 Standards are an acceptable alternative to the Uniform Federal Accessibility Standards (UFAS). Treasury deems compliance with the 2010 Standards to be an acceptable means of complying with the Section 504 accessibility requirements for new construction and alteration projects. All new construction and alteration projects must comply with the 2010 Standards.

Attachment "F"
Comprehensive Conservation and Management Plan Development Schedule

CHOCTAWHATCHEE BAY ESTUARY PROGRAM CCMP Development Project Scope of Work

Janicki Environmental, Inc. (CONSULTANT) proposes the following scope of work for consideration by the Choctawhatchee Bay Estuary Program (CBEP).

Task 1 Project Coordination

This task will be conducted during a virtual kick-off meeting that will convene all critical parties including the CBEC Board, Technical Advisory Committee, and Education and Outreach Committee. Lines of communication will be defined as will the roles to be played by the partners and the CONSULTANT team members. Any scope of work clarifications can also be discussed as well as the overall project schedule and next steps.

The means by which project progress will be communicated and the frequency of this communication will be defined. Any other issues that the partners may want to discuss can be addressed at this time.

Deliverables:

1. List of participants and agenda for kick-off meeting
2. Participation in kick-off meeting
3. Narrative summary of kick-off meeting

Task 2 Technical Characterization

The CONSULTANT will identify the resources of concern to be addressed in the Technical Characterization chapter of the CCMP. This initial step in the development of the technical characterization of CCMP area will be based on input from the Technical Advisory Committee (TAC). Several existing documents will be applied in the definition of the resources of concern including: CBEP Draft Strategic Plan Goals and Objectives Update_6_9_2021, Choctawhatchee River and Bay SWIM Plan October 2017, and Choctawhatchee Bay Community- Base Watershed Plan 2014 Final. Data and other information that will be used to determine current, and perhaps, historical, conditions will be identified, obtained, and analyzed. The CONSULTANT will identify both indicators and stressors for each of the resources of concern. The Choctawhatchee, Pea and Yellow Rivers Watershed Management Plan, 2015, Geological Survey of Alabama Informational Series 82 will be a significant technical characterization resource for the headwaters in Alabama.

Based on this information, the CONSULTANT will work with the CBEP to prioritize the problem areas. The CONSULTANT will provide further insight by hypothesizing the likely causes of these priority problems and the potential solutions to them. During this process the CONSULTANT will identify any critical data gaps and potential means that address these gaps will be provided. The ultimate outcome for this task will be provision of inputs to the eventual CCMP document chapters including the Description of the CBEP Area, Technical Characterization of Resources, Action Plans, and the Environmental Monitoring Program Plan.

Throughout this process the CONSULTANT will work with the TAC to work toward a science-based product that will be arrived at by consensus building.

The CONSULTANT will specifically identify and assess current water quality impairments and any other issues such as existing and planned TMDLS or Alternative Restoration plans. As communities along the Gulf Coast face increased risks from climate change-related stressors, the CONSULTANT will address this issue in the Technical Characterization chapter. The assessment will include warmer summers, winters, and waters; increasing incidences and durations of drought; increasing frequency and intensity of tropical weather events; rising sea level; and habitat migration.

Deliverables:

1. Draft and final Technical Characterization of Resources chapters
2. Draft and final inputs to the Description of the CBEP Area
3. Draft and final inputs to Actions Plans chapter
4. Draft and final inputs to Environmental Monitoring Plan chapter

Task 3 Facilitation and Outreach

The CONSULTANT will provide the services necessary for the successful facilitation of the various meetings to be convened during the CCMP development process. This will include a Communication/Outreach Strategy. We will include a public review process that extends beyond the Management Conference members (see Task 7).

Four types of meetings/presentation are expected:

1. Progress meetings likely conducted semi-annually with participants identified by CBEP staff. These meetings could focus on the specific participants and their particular interest. For example, the progress meetings for CBEC Board of Directors and local municipalities will be conducted concurrently. These meetings will begin in April 2022 / October 2022 and continue approximately every six months including January 2023, July 2023, and January 2024. To the extent possible, these meetings will be concurrent with previously scheduled meetings of these entities. The meetings will be virtual and are expected to be no longer than 15-20 minutes in time. The CONSULTANT will prepare agendas for each meeting, seek approval of these agendas by CBEP staff prior to each meeting, make visual presentations to present results, and prepare draft summaries of the results for each meeting.
2. Interactions with the TAC will be of particular importance and will rely on more frequent meetings. Progress meetings will begin with a kick-off meeting in December 2021. Lines of communication and the methods used to disseminate information will be defined. Further meetings will be conducted approximately every three months thereafter for a total of ten (10) meetings. These meetings will be virtual and be no longer than 30-60 minutes in time. The CONSULTANT will prepare agendas for each meeting, seek approval of these agendas by CBEP staff prior to each meeting, and prepare draft

summaries of the results for each meeting for CBEP review. These meetings will be publicly noticed by CBEP.

3. The CONSULTANT will assist the CBEP Public Outreach Specialist as needed in preparation of materials for up to six (6) progress meetings with the Citizens Advisory Committee (CAC). This will entail providing any existing materials from the TAC meetings. As with the TAC meetings these meetings will be publicly noticed by CBEP.
4. This meeting type will be focused on the dissemination of the CCMP draft chapters. Given there are fourteen (14) proposed CCMP chapters, see Task 7 below, the CONSULTANT will conduct a meeting to present each draft chapter. The CONSULTANT will work with CBEP staff to identify the participants for each of these meetings. In addition to invitations to specific parties, each of these meetings will be publicly advertised such that CBEP will seek input from a wide spectrum of participants in the process. The CONSULTANT will identify how the participants can obtain the draft chapters following each meeting. The CONSULTANT will define the review process to be implemented in these meetings – see Task 7 below for the definition of the review process. The CONSULTANT will provide the opportunity for hybrid meetings allowing both in-person and virtual participation.

Deliverables:

1. Definition of the review process for each CCMP chapter.
2. Draft and final agendas for each meeting type described above.
3. Facilitation of each of the meetings described above.
4. Draft and final summaries for each meeting type described above.
5. Draft and final inputs to the Description of the CBEP Area.
6. Draft and final inputs to Actions Plans chapter.
7. Draft and final inputs to Environmental Monitoring Plan chapter.

Task 4 Project Identification

The objective of this task is to identify projects that address each of the six focus area goals and objectives identified previously by the CBEP:

1. Water Quality
2. Resource Protection and Management
3. Floodplains and Wetlands
4. Education and Outreach
5. Coastal Resiliency
6. Land Use Planning and Management

The CONSULTANT will work with the stakeholders identified by CBEP staff to solicit input to this task. To recognize recent management actions that address the CBEP goals, the CONSULTANT will work with the stakeholders to define an appropriate period of time to be considered, for example, this task will identify all projects completed or initiated in the last 5 years. The CONSULTANT will also solicit input from stakeholders for projects that are currently planned and funded.

The information to be obtained for each project will include:

- Project Objective,
- Responsible Entity (and anticipated project partners),
- Project Location,
- Schedule,
- Cost, and
- Expected Benefits.

Based on the results from this effort, gaps in the coverage of projects for some focus areas will be identified. The CONSULTANT will work with CBEP and the stakeholders to identify potential projects to address the gaps in projects.

Deliverables:

1. Draft and final inputs to Actions Plans chapter for
 - a. Existing Projects
 - b. Planned Projects
 - c. Potential Projects

Task 5 Action Plans

Action Plans are the long-term plans that identify specific actions to be taken to address water quality and living resource challenges and priorities. The CONSULTANT will work with CBEP staff and the CCMP partners to identify specific projects identified in Task 4 that address objectives of each of the focus areas. There will be an Action Plan for each of the six focus areas. Each of the Action Plans will include the following:

- Plan Objective,
- Background – the factual basis supporting the Plan, including input from predictive models, planning assessments / tools,
- Strategy – Plan approach,
- Schedule,
- Cost – including capital and operational costs,
- Expected Benefits – quantifiable, if possible,
- Monitoring Environmental Responses – based on overall Monitoring Plan,
- Regulatory Needs – based on Base Program Analysis, and
- Related Actions – identify any synergies among various Action Plans.

The CONSULTANT will produce and disseminate draft Action Plans for review by all interested parties. Task 7 below defines the review process to be implemented. This review process will assure that all interested or affected entities have ample opportunity to review and provide input on each of the Action Plans.

In addition to the Action Plans to be developed in this task, there are several other key CCMP elements that the CONSULTANT will develop in this task. These include:

- **Finance Plan** - Once the CCMP is approved, reliable long-term funding sources will be needed to sustain the CBEP through CCMP implementation and maintenance. The CONSULTANT will work closely with the CBEC and CBEP staff to develop an interim and long-term funding strategy and finance plan combining grants and local contributions. It is anticipated that CCMP project implementation may be funded by a range of grant programs. The Finance Plan will recognize that staff and administrative costs for other estuary programs have typically been funded by member counties under a cost-sharing formula specified in an interlocal agreement. Once the CCMP is approved by the U.S. Environmental Protection Agency, congressional support will be needed for the official designation of Choctawhatchee Bay as a National Estuary Program, pursuant to Section 320 of the Clean Water Act in 1987. In overseeing and managing the national program, EPA provides annual funding, national guidance, and technical assistance to the local NEPs.
- **Implementation Plans for each Focus Area** – The CONSULTANT will work with the CBEP and the CCMP partners to develop implementation plans for each Action Plan. In the simplest of terms, the implementation plan for each focus area will include the “what, where, how, who, and when” elements of each plan. The “what” should include the specific objectives to be achieved. The “where” and the “when” provide the spatial (i.e., geographic extent within the CCMP area) and temporal (i.e., expected period of completion” aspects of the plan. The “who” will identify all the partners who are committed to the execution of the plan and their expected contributions to the plan. The implementation plans should also recognize the need for flexibility, allowing the CCMP partners to focus their limited resources in the most cost-effective and environmentally beneficial manner. The CONSULTANT will demonstrate how the implementation plan can be integrated into existing management plans and regulatory programs identified and assessed in Task 6.
- **Federal Consistency Review** - A critical element of the CCMP is the assessment of the consistency of the action plans with federal regulations and policies. The CONSULTANT will assess the degree to which the CCMP will be in compliance with various Federal regulations and policies including those promulgated by EPA as well as the NOAA Coastal Zone Act Reauthorization Amendments (CZARA) Section 6217 compliance. The CONSULTANT will also assess the compliance with state regulations, the recently developed numeric nutrient criteria for Florida waters as addressed in Task 2 Technical Characterization.

Task 6 below addresses the effort to develop a monitoring plan to assess progress toward the goals for each focus area.

Deliverables:

1. Draft and final Actions Plans for the six focus areas:
 - a. Water Quality
 - b. Resource Protection and Management
 - c. Floodplains and Wetlands
 - d. Education and Outreach

- e. Coastal Resilience
- f. Land Use Planning and Management
2. Draft and final Monitoring Plan including Performance Standards
3. Draft and final Implementation Plan
4. Draft and final Finance Plan
5. Draft and final Federal Consistency Review

Task 6 Monitoring Plan

The CONSULTANT will develop a monitoring program that will evaluate progress towards the goals of each of the six focus areas. The CONSULTANT will identify and evaluate existing monitoring programs in the CBEP area including those being implemented by local municipalities, state agencies (e.g., FDEP, NFWMD, FWC), federal agencies, environmental groups. For each program identified, the CONSULTANT will summarize their components including their objectives, spatial and temporal scales, parameters monitored, and methods for data management and dissemination.

The CONSULTANT will assess the degree to which the existing programs provide the necessary data/information to track the progress toward the goals for each focus area. Where there are key gaps in the existing programs, the CONSULTANT will develop the monitoring program elements that merit consideration. The CONSULTANT will work with the CBEP TAC to solicit their input on the results of this task.

The CONSULTANT will also provide input on how the monitoring plan outputs can be effectively managed. This recommendation will assure all plan outputs can be readily obtained by the CCMP partners.

As part of the Monitoring Plan. The CONSULTANT will define Performance Standards for the key plan elements such as water quality and habitat extent. Performance Standards are the quantifiable objectives upon which future evaluation of the CCMP by EPA and others will be based. Some of these standards come directly from State standards including water quality (NNC, DO, etc.) and hydrologic conditions (MFLs). The CONSULTANT will define the specific spatial and temporal expressions of these standards. For those performance standards unique to the CCMP, it will be important that the spatial and temporal elements be defined. For example, the areal extent of a critical habitat expressed as annual means for a defined spatial extent.

Deliverables:

1. Draft and final Monitoring Plan including Performance Standards

Task 7 CCMP Document Production

The following presents the outline for the CBEP CCMP document.

1. **Introduction of CBEP** - This section will identify the major stakeholders that comprise the CBEP.
2. **Description of the CBEP Area** – This section of the CCMP will clearly define the geographical extent of the CCMP area, including the boundaries for the various CCMP partners.
3. **CCMP Purpose** – The CCMP will provide a blueprint to guide future resource management decisions and address a wide range of issues dealing with water quality, habitat, living resources, and public use of the Bay.
4. **Composition of the Management Conference** – The structure of the Management Conferences will be defined.
5. **Technical Characterization of Resources** – The resources of concern and priority problems will be identified.
6. **Focus Area Goals and Objectives** - The goals and objectives previously defined in 2020 will be documented.
7. **Base Program Analysis** - The Base Program Analysis will describe the regulatory arena that the CBEP is affected by.
8. **Action Plans**
9. **Finance Plan**
10. **Implementation Plans for each Focus Area**
11. **Performance Standards**
12. **Environmental Monitoring Program Plan**
13. **Federal Consistency Review**
14. **Summary of Public Involvement and Responses to Public Comments**

The CONSULTANT will employ a “draft-review-redraft” process in the CCMP development. As the document undergoes this review and response process, version control will ensure the files being reviewed are the most recent and inclusive of previous comments and questions. There is a wide gamut of software that aids in this process. The CONSULTANT will work with CBEP staff to identify the specific methods that allow access to draft work products by interested parties including importantly both technical and public audiences. The eventual review process will be the result of reaching consensus early in the CCMP development process

In conjunction with CBEP and those who will be reviewing the CCMP work products, the CONSULTANT will recommend that the production schedule allows for the needed time for review and response. The CONSULTANT will produce for delivery to the CBEP:

- an Executive Summary that includes key findings and outlines major program goals and documents the process that led to the eventual CCMP development,
- the final CCMP document, and
- a CCMP Summary to Public Report.

Upon receipt of comments from the various reviewers, the CONSULTANT will produce a **Summary of Public Involvement and Responses to Public Comments**. This chapter of the CCMP will document the comments received in the review process and the responses to each to be found in the CCMP.

The CONSULTANT will work with CBEP staff to ensure the delivery of the following:

- Electronic files of all final CCMP documentation compiled as project deliverables will be provided in the Adobe InDesign file format such that these products are accessible online through both desktop computers and mobile devices. Editable versions of final deliverable documents will be provided in InDesign file format, including all document text, high resolution photos, and graphics used in the CCMP and associated deliverables, as well as non-standard text fonts.
- Working drafts of project documents will be provided in MS Word or Adobe PDF file format. Visual presentation resources supporting the project scope of work shall be provided in the PowerPoint file format. Digital and electronic documents developed must conform to the requirements of the Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12101 et seq.) and must be WCAG 2.1 Level AA compliant.

The CONSULTANT will assemble a geodatabase containing the spatial features gathered during the development of the CCMP. This form of deliverable will be in a suitable ESRI format and will allow for the collection to be stored in a single database rather than providing several shapefiles and their necessary ancillary files which becomes cumbersome. The geodatabase will allow for features to be organized by type, such as boundaries, habitats, utilities, land cover for example. This geodatabase will serve as a baseline for the Program to assess future changes.

Deliverables:

1. Draft and final CCMP chapters
2. Executive Summary that includes key findings and outlines major program goals and documents the process that led to the eventual CCMP development
3. CCMP Summary to Public Report.

Breakdown of Tasks

Task No.	Task Name	Labor	ODC	Total	Janicki	ESA	CD	
1	Project Coordination	\$29,016	\$750	\$29,766	\$20,836	\$5,953	\$2,977	\$29,766
2	Technical Characterization	\$86,312	\$1,200	\$87,512	\$52,507	\$26,254	\$8,751	\$87,512
3	Facilitation and Outreach	\$52,664	\$12,376	\$65,040	\$6,504	\$6,504	\$52,032	\$65,040
4	Project Identification (Existing and New)	\$55,024	\$750	\$55,774	\$33,464	\$16,732	\$5,577	\$55,774
5	Action Plans	\$91,360	\$750	\$92,110	\$55,266	\$32,239	\$4,606	\$92,110
6	Monitoring Plan	\$33,528	\$750	\$34,278	\$23,995	\$10,283	\$0	\$34,278
7	CCMP Document Production	\$31,792	\$3,250	\$35,042	\$21,025	\$10,513	\$3,504	\$35,042
		\$379,696	\$19,826	\$399,522	\$213,598	\$108,478	\$77,447	\$399,522

December 2021	Kick off Meeting (virtual) with TAC and other invitees – present project team and process
2022	
January	<ul style="list-style-type: none"> • Board of Directors meeting – participate virtually – final contract approval • TAC meeting (virtual) – review Technical Characterization chapter needs and method for data/information transfer (2 hours)
February	<ul style="list-style-type: none"> • CAC meeting (virtual) – review Technical Characterization chapter needs and method for data/information transfer (2 hours)
March	<ul style="list-style-type: none"> • TAC meeting (virtual) – review Project Identification chapter outline and needs – format for draft project entries and method for data/information transfer (2 hours)
April	<ul style="list-style-type: none"> • CAC meeting (virtual) – review Project Identification chapter needs – format for draft project entries and method for data/information transfer; (2 hours) • Board of Directors meeting (virtual and in person) (coincident with previously scheduled meetings) – progress meeting (15-30 minutes)
May	<ul style="list-style-type: none"> • TAC meeting (virtual) – progress meeting (2 hours); review Monitoring Plan chapter outline and needs; solicit input to Monitoring Plan • Public Meetings (in person and virtual) at four local venues (TBD) - present project team and process
June	<ul style="list-style-type: none"> • CAC meeting (virtual) – progress meeting (1 hour)
July	<ul style="list-style-type: none"> • TAC and CAC meetings (virtual) – provide draft Technical Characterization chapter for dissemination to stakeholders; solicit inputs from stakeholders
August	<ul style="list-style-type: none"> • TAC and CAC meetings (virtual) provide draft Project Identification chapter for dissemination to stakeholders; solicit inputs from stakeholders
September	<ul style="list-style-type: none"> • Okaloosa and Walton county progress meetings (virtual) (15-30 minutes) (coincident with previously scheduled meetings)
October	<ul style="list-style-type: none"> • TAC and CAC meetings (virtual) – present revised draft Technical Characterization chapter; (2-4 hours) • Board of Directors meeting (virtual) (coincident with previously scheduled meetings) – progress meeting (15-30 minutes)
November	<ul style="list-style-type: none"> • Holmes and Washington county progress meetings (virtual) (15-30 minutes) (coincident with previously scheduled meetings)
December	<ul style="list-style-type: none"> • TAC and CAC meetings (virtual) – present revised draft Project Identification chapter; (2-4 hours) • Provide draft Monitoring Plan; solicit input on the plan

Technical Characterization Chapter

1. January - review Technical Characterization chapter outline and needs and method for data/information transfer
2. July - provide draft Technical Characterization chapter for dissemination to stakeholders; solicit inputs from stakeholders
3. October - present revised draft Technical Characterization chapter

Project Characterization Chapter

1. March - review Project Identification chapter outline and needs – format for draft project entries and method for data/information transfer
2. August - provide draft Project Identification chapter for dissemination to stakeholders; solicit inputs from stakeholders
3. December - present revised draft Project Identification chapter

Monitoring Plan

- May - review Monitoring Plan chapter outline and needs; solicit input to Monitoring Plan
- December - provide draft Monitoring Plan; solicit input on the plan

TAC Meetings

1. December 2021
2. February
3. April
4. June
5. July
6. August
7. October
8. December

CAC Meetings

1. December 2021
2. January
3. March
4. May
5. July
6. August
7. October
8. December