

CONTRACT FOR PROFESSIONAL ARCHITECTURAL AND ENGINEERING DOCUMENTATION SERVICES FOR NASSAU COUNTY, FLORIDA

THIS CONTRACT made and entered into on May 9, 2022, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "County", and **PQH GROUP DESIGN, INC.**, located at 4141 Southpoint Drive East, Jacksonville, Florida 32216, hereinafter referred to as "Consultant":

WHEREAS, County desires to obtain professional architectural and engineering documentation services. Said services are more fully described in the *Proposal*, attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, Consultant desires to render certain professional services as described in the *Proposal*, and has the qualifications, experience, staff and resources to perform those services; and

WHEREAS, County, through a competitive selection process conducted in accordance with the requirements of law and County policy, and based upon Consultant's assurance that it has the qualifications, staff, experience and resources, County has determined that it would be in the best interest of Nassau County to award a contract to Consultant for the rendering of those services described in the *Proposal*.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

ARTICLE 1 - EMPLOYMENT OF CONSULTANT

County hereby agrees to engage Consultant, and Consultant hereby agrees to perform the services set forth in the *Proposal*.

ARTICLE 2 - SCOPE OF SERVICES

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2.1 Consultant shall provide professional services in accordance with the *Proposal*.

2.2 Services requested by County or County's representative that are in addition to the *Proposal* will be considered additional services and reviewed, at that time for additional fees. Any additional services shall be mutually agreed upon and provided in writing.

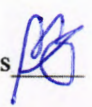
ARTICLE 3 - COUNTY'S RESPONSIBILITY

County shall provide Consultant with all required data, information, and services regarding the requirements and objectives for the services under this Contract. Consultant shall rely upon the accuracy and completeness of any information, reports, data supplied by County or others authorized by County.

County's responsibilities are to furnish required information, services, render approvals and decisions as necessary for the orderly progress of Consultant's services. County hereby designates the Assistant County Manager, under the direction of the County Manager, to act on County's behalf with respect to the *Proposal*. The Assistant County Manager, or his designee, shall have complete authority to transmit instructions, receive information, interpret and define County's policies and decisions with respect to materials, elements and systems pertinent to Consultant's services.

ARTICLE 4 - TERM OF CONTRACT

The term of this Contract shall begin on the date of full execution from all parties and terminate one (1) year thereafter. The term of this Contract may be extended upon mutual written agreement between both parties. Any extension of the term under this Contract shall be in one (1) year increments, unless otherwise agreed to by the parties, and shall be in County's best interest and sole discretion. Any agreement or

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amendment to the Contract shall be subject to fund availability and mutual written agreement between County and Consultant.

ARTICLE 5 - COMPENSATION

5.1 Consultant shall be compensated in accordance with the *Proposal*.

5.2 Consultant shall prepare and submit to the Assistant County Manager, for approval, an invoice for the services rendered, with a copy provided to invoices@nassaucountyfl.com. Invoices for services shall be paid in accordance with the Florida Prompt Payment Act. All invoices shall be accompanied by a report or statement identifying the nature of the work performed, the hours required and compensation for the work performed. The report or statement shall show a summary of fees. County reserves the right to withhold payment to Consultant for failure to perform the work in accordance with the provisions of this Contract, and County shall promptly notify Consultant in writing if any invoice or report is found to be unacceptable and will specify the reasons therefor. Consultant will have thirty (30) days to cure any failure upon written notice.

5.3 All representation, indemnifications, warranties and guaranties made in, required by or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, will survive final payment and termination or completion of this Contract.

5.4 Final Invoice: In order for both parties herein to close their books and records, Consultant will clearly state "Final Invoice" on Consultant's final/last billing to County. This indicates that all services have been performed and all charges and costs have been invoiced to County and that there is no further work to be performed on the specific project.

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ARTICLE 6 – EXPENSES

Consultant shall be responsible for all expenses incurred while performing the services, unless otherwise outlined in the *Proposal*. This includes, without limitation, license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses and other compensation paid to Consultant’s agents, if any, hired by Consultant to complete the work under this Contract.

ARTICLE 7 - STANDARD OF CARE

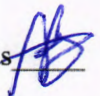
Consultant shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily provided by a professional under similar circumstances, at the same time, and in the same locality. At County’s sole discretion, Consultant shall, at no additional cost to County, re-perform services which fail to satisfy the foregoing standard of care.

ARTICLE 8 - DOCUMENTS

The documents which comprise this Contract between County and Consultant are attached hereto and made a part hereof and consist of the following:

- 8.1 This Contract; and
- 8.2 The *Proposal* attached hereto as Exhibit “A”; and
- 8.3 *Certificate of Liability Insurance* attached hereto as Exhibit “B”; and
- 8.4 Any work authorizations, written amendments, modifications or addenda to this Contract.

ARTICLE 9 - EQUAL OPPORTUNITY EMPLOYMENT

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In connection with the work to be performed under this Contract, Consultant agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity statutes and regulations.

ARTICLE 10 - INDEMNIFICATION

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

ARTICLE 11 - INDEPENDENT CONSULTANT

11.1 Consultant undertakes performance of the services as an independent consultant under this Agreement and shall be wholly responsible for the methods of performance. County shall have no right to supervise the methods used, but County shall have the right to observe such performance. Consultant shall work closely with County in performing services under this Contract.

ARTICLE 12 – EXTENT OF AGREEMENT

12.1 This Contract represents the entire and integrated agreement between County and Consultant and supersedes all prior negotiations, representations, or agreement, either written or oral.

12.2 This Contract may only be amended, supplemented, modified, changed or canceled by a duly executed written instrument.

ARTICLE 13 - COMPLIANCE WITH LAWS

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In performance of the services, Consultant will comply with applicable regulatory requirements including federal, state, and local laws, rules regulations, orders, codes, criteria and standards.

ARTICLE 14 - INSURANCE

Consultant shall maintain such commercial or comprehensive general liability, workers compensation, professional liability, and other insurance as is detailed in Exhibit "B" and as is appropriate for the services being performed hereunder by Consultant, its employees or agents.

ARTICLE 15 – ACCESS TO PREMISES

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

ARTICLE 16 - TERMINATION OF CONTRACT

16.1 Termination for Convenience: This Contract may be terminated by County for convenience, upon thirty (30) days of written notice to Consultant. In such event, Consultant shall be paid its compensation for services performed prior to the termination date. In the event that Consultant abandons this Contract or causes it to be terminated, Consultant is liable to County for all loss pertaining to this termination.

16.2 Default by Consultant: In addition to all other remedies available to County, County may terminate this Contract for cause should Consultant neglect, fail to perform, or observe any of the terms, provisions, conditions, or requirements herein contained. Prior to termination, County shall provide written notice of the specific conditions warranting default, and County shall allow thirty (30) days for Consultant to cure.

ARTICLE 17 - NONDISCLOSURE OF PROPRIETARY INFORMATION

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Consultant shall consider all information provided by County and all reports, studies, calculations, and other documentation resulting from Consultant's performance of the services to be proprietary unless such information is available from public sources. Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of County or in response to legal process.

ARTICLE 18 – UNCONTROLLABLE FORCES

18.1 Neither County nor Consultant shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to uncontrollable forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "uncontrollable forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Contract and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage and governmental actions.

18.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Contract.

ARTICLE 19 - GOVERNING LAW AND VENUE

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This Contract shall be governed by the laws of the State of Florida. All legal action necessary to enforce the Contract will be held in Nassau County, Florida.

ARTICLE 20 - MISCELLANEOUS

20.1 Non-waiver: A waiver by either County or Consultant of any breach of this Contract shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

20.2 Severability: Any provision in this Contract that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Contract.

20.3 Public Records: County is a public agency subject to Chapter 119, Florida Statutes. IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6010, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, YULEE, FLORIDA 32097. Under this Contract, to the extent that Consultant is providing services to County, and pursuant to section 119.0701, Florida Statutes, Consultant shall:

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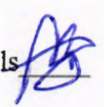
a. Keep and maintain public records required by the public agency to perform the service.

b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of the Contract if Consultant does not transfer the records to the public agency.

d. Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of Consultant or keep and maintain public records required by the public agency to perform the service. If Consultant transfers all public records to the public agency upon completion of the contract, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the Contract, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon 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.

e. A request to inspect or copy public records relating to a Nassau County contract for services must be made directly to the Nassau County Custodian of Public Records. If Nassau County does not possess the requested records due to Consultant maintaining the public records, then Nassau County shall immediately notify Consultant

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of the request for records. Consultant must provide the records to Nassau County or allow the records to be inspected or copied within a reasonable time. If Consultant does not comply with Nassau County's request for records, Nassau County shall be entitled to enforce the contract provisions herein for failure to comply with the terms of the contract. Any Consultant which fails to provide public records to Nassau County within a reasonable time may also be subject to penalties as provided under Section 119.10, Florida Statutes, including punishment by fine or may be guilty of committing a misdemeanor of the first degree for any willful and knowing violation.

20.4 The provisions of this section shall not prevent the entire Contract from being void should a provision, which is of the essence of the Contract, be determined to be void.

ARTICLE 21 – EMPLOYMENT ELIGIBILITY

Consultant must comply with F.S. 448.095 and use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the employment eligibility of all persons hired by Consultant during the term of this Contract to work in Florida. Additionally, if Consultant uses subcontractors to perform any portion of the work (under this Contract), Consultant must include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the work. Consultant must include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the work. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: www.uscis.gov/e-verify.

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ARTICLE 22 - SUCCESSORS AND ASSIGNS

County and Consultant each binds itself and its director, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Contract and to the partners, successors, executors, administrators, assigns, and legal representatives.

ARTICLE 23 - CONTINGENT FEES

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

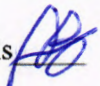
ARTICLE 24 - OWNERSHIP OF DOCUMENTS


Consultant shall be required to work in harmony with other consultants relative to providing information requested in a timely manner and in the specified form. All documents, records, disks, original drawings, or other information shall become the property of the County upon completion for its use and distribution as may be deemed appropriate by County.

ARTICLE 25 - FUNDING

This Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the Nassau county Board of County commissioners in the annual budget for each fiscal year of this Agreement and is subject to termination based on lack of funding.

ARTICLE 26 - NOTICE

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26.1 Whenever either party desires or is required under this Contract to give notice to any other party, it must be given by written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

COUNTY

Marshall Eyerman, Assistant County Manager
96135 Nassau Place, Suite 1
Yulee, Florida 32097
904-530-6010
meyerman@nassaucountyfl.com

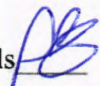
CONSULTANT:

Ricardo E. Quinones
PQH Group Design, Inc.
4141 Southpoint Drive East
Jacksonville, Florida 32216
(904) 224-0001
quinonesr@pqh.com

26.2 Notices shall be effective when received at the address specified above. Changes in the respective addresses to which such notice may be directed may be made from time to time by any party by written notice to the other party. Email and facsimile are acceptable notice effective when received, however, notices received (i.e.; printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

26.3 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Consultant and County.

ARTICLE 27 - DISPUTE RESOLUTION

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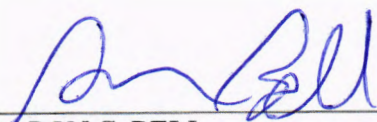
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27.1 Any claims or disputes made during design, construction, or post-construction between County and Consultant shall be submitted to non-binding mediation. County and Consultant agree to include a similar mediation agreement with all contractors, subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

27.2 If there is no satisfactory resolution as to the interpretation of the Contract, the dispute may be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by County and the cost of mediation shall be borne by Consultant. Consultant shall not stop work during the pendency of mediation or dispute resolution.

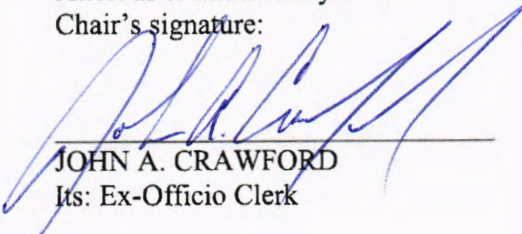
IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first written above.

**BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA**



AARON C. BELL
Its: Chairman

Attest as to authenticity of the
Chair's signature:

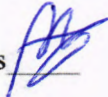


JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form and legality by the
Nassau County Attorney

Denise C. May

DENISE C. MAY

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PQH GROUP DESIGN, INC.

Ricardo E. Quinones

By: Ricardo E. Quinones

Its: President

Date: 4/29/2022

Initials *RB*

Initials *REQ*

PQH

• FRANK M. RINGHOFER, AIA • JOSE M. PEREZ, CGC, AIA
 • ALDO MINOZZI-FERNANDEZ, AIA • RICARDO E. QUIÑONES, AIA
 • CHRISTOPHER L. KAYE, AIA • ROBERT D. HOENSHEL, AIA

G R O U P A R C H I T E C T U R E I N T E R I O R S D E S I G N B U I L D S E R V I C E S

February 11, 2022

March 8, 2022, Revised April 19, 2022 – REVISED April 20, 2022 - REVISED

Nassau County Board of County Commissioners
 Lansee Gilmore, Procurement Director
 Procurement Department
 96135 Nassau Place, Suite 2
 Yulee, FL 32097

Re: Solicitation Number: NC 21-052-RFQual (re-bid)
 Nassau County Justice Center Courtroom #3 – Design Criteria Professional

Dear Ms. Gilmore:

PQH Group Design, Inc. (PQH) is pleased to have the opportunity to offer Architectural and Engineering Documentation Services for the construction of this project.

PROJECT SCOPE

We understand the project is to consist of the renovation / buildout of Courtroom 3 and adjacent support spaces (approximately 3,490 square feet in size) in the existing courthouse located at the Robert M. Foster Justice Center, 76347 Veterans Way, Yulee, Florida. TLC's proposal is based on information provided in the RFQ for Solicitation Number NC21-052-RFQual (re-bid) and Pre-Response meeting on February 1, 2022 and the 2nd negotiation meeting on March 1, 2022. We believe the project has a current estimated construction budget of approximately \$725,000.

BASIC SCOPE OF SERVICES

Basic Scope of Services shall be as outlined in this proposal.

Design Criteria

1. **Schematic:** PQH shall become familiar with the project site and shall provide the County with the following services as part of the task:
 - a. Review the proposed plan with the Building Department and Fire Marshal.
 - b. Prepare proposed project schedule and construction phasing plan. Develop the final project schedule with the County,
 - c. Prepare an Opinion of Probable Cost (OPC) for the project.
 - d. Review and validate the County's proposed project scope. Develop final project scope with the County,
 - e. Coordinate with County and Judicial staffs, as necessary, throughout the process,

Nassau County Board of County Commissioners
 Lansee Gilmore, Procurement Director
 Procurement Department

February 11, 2022 – Page 2

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2. **100% Construction Documents:** PQH shall coordinate with the County as to the methodology, procedures, format, and other specifics that the 100% Construction Documents shall contain. PQH shall prepare the 100% Construction Documents for bidding by incorporating information as required by the County, federal, state and applicable local codes. The preparation of the construction bidding documents shall include, but not be limited to the following:
 - a. Finalize the construction documents for the project to be utilized by the Contractors to bid, and construct the project. The construction documents shall include issues related to infrastructure design analysis of the schematic phase design, and performance specifications to match existing,
 - b. Preparation, coordination, and incorporation of all construction related documents, including front-end documents used for the original building with updated LED lighting and technology,
 - c. Coordination of bidding, documents, and other related deliverables with designated County personnel, to ensure consistency of the bid documents,
 - d. PQH shall consult with the County in preparation of the construction and bid documents.

3. **Bidding and Award of Contract:** PQH shall assist the County in obtaining bids and making recommendations for the award of the Construction contract.

4. **Construction Phase:** PQH will provide construction administration of the construction to ascertain compliance with the approved construction documents.

This shall include but not be limited to construction administration of the Construction Contract as set forth in County's agreement with the Contractor and in the General Conditions of the Construction Contract.

Compile reports and data as required by the grant agreement and State for Courtroom Projects.

On the basis of on-site observations PQH shall keep the County informed immediately in writing of the progress or lack of progress and quality of the construction work and shall endeavor to guard the County against defects and deficiencies in said work. PQH shall at all times have access to the work, whether it is in the preparation stage or in progress.

PQH shall conduct on-site observation visits on a monthly basis during the construction of the Project.

PQH shall prepare a monthly progress report in a format acceptable to the County.

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Nassau County Board of County Commissioners
Lansee Gilmore, Procurement Director
Procurement Department

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5. **Contractor Submittals:** PQH shall review and evaluate samples, schedules, shop drawings, and other submissions for conformance with the Construction Contract documents. PQH shall also prepare in a timely manner change order items, including the proper documentation, for the County's review and approval. PQH shall assemble, for transmittal to the County other written items required from the Contractor including but not limited to, shop drawings, warranties/guarantees, operation and maintenance manuals, and releases of claim and record documents.
6. **Quality Control:** PQH shall evaluate the materials and/or workmanship for conformance with the Construction Contract Documents, evaluate quality control testing reports, advise the Contractor and the County immediately of any unacceptable materials and workmanship PQH may discover and direct the Contractor takes appropriate action to remedy unacceptable conditions.
7. **Certification for Payments:** PQH shall require that the Contractor review and approve all requisitions for payment prior to submitting them to PQH. PQH shall review the Contractor's notarized requisitions for payment, along with the schedule of values, the project schedule, and other requirements as noted in the construction contract and shall determine the amounts to be paid to the Contractor and shall recommend for the County's approval certificates for payments in such amounts. These certificates will constitute a representation to the County that the work has progressed to the point indicated.
8. **Record Drawings:** Upon completion of construction, PQH shall require that the Contractor utilizing record data provided by the Contractor's own record data, shall revise and update the original working drawings showing all changes made by addenda, substitutions, change orders or field instructions during construction, in accordance with the Construction Contract. After original working drawings have been updated by the Contractor to conform to the record data, and after review and approval of these record drawings has been obtained from PQH and the County, PQH shall require the Contractor at their expense for duplication, to furnish the County these documents pursuant to the Construction contract, including electronic pdf's and CADD files.
9. **Substantial Completion:** Upon notification from the Contractor that the project is substantially complete including, but not limited to, the Contractor's contract, all Regulatory Agency Reviews and Life Safety Standards, PQH shall promptly conduct inspections to determine the date or dates of substantial completion for the project. If the project is found substantially complete and in accordance with the Construction Contract documents, PQH shall then certify that to the best of their knowledge and professional judgment the project has been constructed in accordance with the contract documents. If the project is deemed to be incomplete, PQH shall notify the Contractor in writing of the deficiencies and shall verify the Contractor's correction of the deficiencies, as required, and shall then certify to the best of their knowledge project is substantially complete.

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Nassau County Board of County Commissioners
 Lansee Gilmore, Procurement Director
 Procurement Department
 February 11, 2022 – Page 4

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10. **Final Completion:** If PQH finds the project to be completed and acceptable, PQH shall obtain the County's approval to advise the Contractor of acceptance and commencement of the warranty period.

11. Upon acceptance of the project by the County as outlined in the Construction contract, PQH shall commence the closeout of the project, finalizing all aspects of the construction phase, including: obtaining from the Contractor all required submittals, such as marked-up record documents, warranties/guaranties, operating and maintenance manuals, release of claims; updating and submitting record documents; verifying the Contractor's completion of punch list items; assisting the County with respect to the final inspection by all authorizing jurisdictions; completing the processing of any remaining contract change orders; evaluating the assessment of liquidated damages, if any, and reviewing and processing final payments to the contractors.

Architectural and Engineering Design

PQH shall provide professional engineering and design services for:

- a. Floor, finish, and reflected ceiling plans per meeting on March 1, 2022.
- b. Building sections and interior elevations based on the original drawings.
- c. Millwork elevations and details based on the original drawings.
- d. Heating, Ventilating and Air-Conditioning (HVAC) Engineering
- e. Plumbing Engineering
- f. Electrical Engineering: lighting, power, electrical distribution, fire alarm, and raceways for other low voltage systems.
- g. Fire Protection Engineering: design to consist of schematic plans and "performance-based" specifications.
- h. Communications/Technology Systems Engineering, including voice/data, audio/visual, and security systems
- i. Respond to local permitting official's comments.
 1. Respond to Contractor's Request for Information (RFI) during the construction period.
 2. Review of Contractor's Submittals and Shop Drawings.
 3. A total of seven (7) site visits to become generally familiar with the progress and quality of the construction work in order to determine if the work is being performed in general accordance with the construction documents and to confirm pay requests. Substantial completion and final inspection.

Nassau County Board of County Commissioners
Lansee Gilmore, Procurement Director
Procurement Department

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The BIM Modeling platform PQH will utilize for this project is Revit. Refer to ATTACHMENT D for level of design, model deliverables and PQH's role in the coordination process.

PQH anticipates submittals at the following design stages:

- 60 and 90 Percent Review Packages
- 100% Construction Documents
- Construction Administration

Three (3) design review meetings are included in PQH's proposed work scope at 60%, 90% and 100%.

Design modifications may occur during the design and construction process, because it is impossible to foresee or anticipate every design issue until the design work is completed. Modifications can result in increases or decreases in actual construction cost. Therefore, it is important that a reasonable allowance or contingency be included in the bid to accommodate for any changes in design as developed for this proposal.

It is our understanding that commissioning services are not included in the scope of work. It is also our understanding that this project is not pursuing LEED and as such LEED design and documentation is not included in our scope.

INFORMATION TO BE FURNISHED BY THE CLIENT

In addition to Architect's Responsibilities defined in this proposal, specific information and material that impacts the design shall be provided to PQH as shown in ATTACHMENT A.

ADDITIONAL SERVICES

Additional services, when requested in writing by the Owner, shall be performed for additional compensation. Additional Services also include those items shown in ATTACHMENT B.

PQH shall submit the estimated additional services cost for approval and authorization prior to proceeding with a design.

SPECIAL CONDITIONS AND GENERAL TERMS

The Special Conditions and General Terms are included in ATTACHMENT C.



• FRANK M. RINGHOFER, AIA • JOSE M. PEREZ, CGC, AIA
• ALDO MINOZZI-FERNANDEZ, AIA • RICARDO E. QUIÑONES, AIA
• CHRISTOPHER L. KAYE, AIA • ROBERT D. HOENSHEL, AIA

ARCHITECTURE • INTERIORS • DESIGN BUILD SERVICES

ATTACHMENT A

INFORMATION TO BE FURNISHED BY THE OWNER

Nassau County Courthouse Courtroom 3 Renovation

Professional Engineering Services Proposal

February 7, 2022

Revised March 8, 2022

1. Fire hydrant flow test data, performed at the hydrants required by the design if needed (to be indicated by TLC).
2. Catalog cut sheets for Owner-furnished equipment and equipment requiring mechanical, plumbing or electrical connections. Cut sheets shall indicate all utility connection requirements, utility consumption and heat rejection, including information on any system with special clearance requirements.
3. HVAC Test and Balance Report of all existing spaces that are part of or adjacent to the project scope of work area(s). May already have.
4. 30-day electrical demand load readings of existing panels and other electrical equipment affected by the project scope of work, or as requested by TLC.
5. Reliable and accurate existing drawings. Extensive field verification or development of as-built documentation of existing systems is not anticipated or included in proposed work scope.



▪ FRANK M. RINGHOFER, AIA ▪ JOSE M. PEREZ, CGC, AIA
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ATTACHMENT B

ADDITIONAL SERVICES

Nassau County Courthouse Courtroom 3 Renovation
 Professional Engineering Services Proposal
 February 11, 2022
 Rev. March 8, 2022

1. Construction site visits or attendance at design review meetings, as requested by the Owner or CLIENT, in excess of the number of site visits defined in this proposal.
2. Value Engineering meetings and subsequent engineering or design revisions to incorporate accepted value engineering items, including changes to system design after construction documents have been completed.
3. Significant revisions to the program, design philosophy or Architectural plans after Design Development approval, or to systems selected following schematic phase, and which result in redesign expenses.
4. BIM Modeling level of detail, Model deliverables and PQH's role in the coordination process beyond the scope identified in ATTACHMENT D. The use of Autodesk Collaboration for Revit (CAR) and/or BIM 360 Team/or similar cloud-based file management tool, that requires special use licenses.
5. Detailed project phasing, preparation of multiple phasing plans, or preparation of multiple sets of construction documents or document packages.
6. Change in applicable code, resulting in redesign effort or expenses.
7. Design of smoke-control systems if required by Section 909 of the Florida Building Code, and /or design of smoke-management systems for atria and other large spaces.
8. Electrical Circuit Breaker Coordination Study.
9. Design of emergency power, UPS, or generator systems.
10. Energy modeling or preparation of systems life cycle cost analysis (LCA).
11. Civil engineering, landscape design, and irrigation design services.
12. Acoustical consulting.
13. Document reproduction beyond those required for in-house coordination and submittals as outlined above.
14. Development of "as-built" or record drawings.
15. Detailed cost estimating services.
16. Structural Engineering.
17. Commissioning of building systems.

POH

ARCHITECTURE - PLANNING - INTERIORS - CONSTRUCTION SERVICES

2021 HOURLY COMPENSATION FOR ADDITIONAL SERVICES

1. Professional Services: The fee for professional services will be billed on an hourly basis based on recorded man-hours for the project and in accordance with the hourly rates as noted under billable labor costs.
2. Billable Labor Costs:

<u>Category</u>	<u>Hourly Rates</u>
Principal	\$ 230.00
Associate	190.00
Project Manager	160.00
Project Architect	135.00
Construction Observation/Cost Control	125.00
Designer/Job Captain	100.00
Technician I/Intern	90.00
Technician II	80.00
Bookkeeper	75.00
Clerical	60.00

3. Consulting Services: Consulting and other engineering services will be billed as a multiple of one and one tenth (1.10) times the expenses incurred by our consultants in the interest of the Project. Our consultants are required to submit cost breakdowns by man-hours, hourly rates and expenses, all with supporting documentation.
4. Reimbursable Expenses:

Travel by Car:	\$.535/Mile + Tolls
Travel Expenses (air fare, car rental)	Direct Cost x 1.15
Meals and Lodging	Direct Cost x 1.15
Telephone, Photos, and Postage:	Direct Cost x 1.15
Printing and Reproduction:	\$ 2.50 per 24x36 copy
	\$.15 per 8.5x11 copy-b/w
	\$ 1.00 per 8.5x11 copy-color
	\$.25 per 11x17 copy-b/w
	\$ 2.00 per 11x17 copy-color
	\$ 25.00 per CD + time

cr:pqhadmin/hourlyrev4.9.21



• FRANK M. RINGHOFER, AIA • JOSE M. PEREZ, CGC, AIA
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ARCHITECTURE • INTERIORS • DESIGN BUILD SERVICES

ATTACHMENT C

ATTACHMENT C SPECIAL CONDITIONS TO THE AGREEMENT Professional Engineering Services Proposal (Revised 4/25/22)

Energy and Water Estimates: Since PQH has no control over building and equipment operation, climatic conditions or utility rate changes, PQH cannot and does not guarantee that actual building or system energy usage, water usage, or operating costs will not vary from any estimates, calculations, or models prepared by PQH or our consultants.

Dispute Resolution: Any claims or disputes made during design, construction, or post-construction between the CLIENT and PQH shall be submitted to non-binding mediation. The CLIENT and PQH agree to include a similar mediation agreement with all contractors, subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

Indemnification: Consultant shall indemnify and hold harmless County and its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Consultant and other persons employed or utilized by the Consultant, in the performance of the Contract.

Certifications: PQH shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence PQH cannot ascertain. This includes, but is not limited to existing building conditions that cannot be known or verified without demolition or destructive investigation.

Consequential Damages: Notwithstanding any other provision of this Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the CLIENT or by PQH, their employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

Delays: PQH is not responsible for delays caused by factors beyond PQH's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the CLIENT to furnish timely information or approve or disapprove of PQH's services or work product promptly, or delays caused by faulty performance by the CLIENT or by contractors of any level. When such delays beyond PQH's reasonable control occur, the CLIENT agrees PQH is not responsible for damages, nor shall PQH be deemed to be in default of this Agreement.

PQH

ARCHITECTURE • PLANNING • INTERIORS • CONSTRUCTION SERVICES

ATTACHMENT C

GENERAL TERMS

The Architect shall perform the services outlined in this agreement for the stated fee arrangement.

Access To Site: Unless otherwise stated, the Architect will have access to the site for activities necessary for the performance of the services.

Fee: The total fee, if stated, shall be understood to be an estimate, and shall not be exceeded by more than ten percent without written approval of the Client. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered.

Billings/Payments/Late Payments: Invoicing for services will be on a monthly basis and in proportion to the amount of work performed. Payment is required within 30 days from date of invoice. Past due invoice amounts will be subject to interest charges at a rate of 1% per month. Payment for work completed is not contingent upon receipt of governmental or other approvals. Should any invoice be 15 or more days past due, PQH shall have the right to suspend work on the project ten days after written notice to our client.

Reimbursables: Client requested expedited data delivery shall be invoiced as a reimbursable expense in accordance with the standard rate schedule. Costs of reproduction for transmittals and submittals required for bidding will be invoiced as a reimbursable expense. All reimbursable expenses shall be cost times a factor of 1.10.

Consultants: The Architect is not qualified and does not warrant or represent that it provides the following services:

- Environmental Studies
- Wetland Determination
- Geotechnical
- Boundary and/or Topographic Surveys
- Civil Engineering
- Any other special consultant beyond basic normal, plumbing, mechanical and electrical engineering services.

Termination of Services: This agreement may be terminated by the Client or the Architect should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay the Architect for all services rendered to the date of termination, all reimbursable expenses and reimbursable termination expenses.

Owner of Documents: The County is a public agency subject to Chapter 119, Florida Statutes. IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6010, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, SUITE 1, YULEE, FLORIDA 32097. To the extent that the selected vendor(s) provide(s) goods and/or services to the County, and pursuant to Florida Statute 119.0701, the vendor(s) shall:

- (a) Keep and maintain public records required by the public agency to perform the service,
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law,
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the vendor does not transfer the records to the public agency, and
- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the vendor or keep and maintain public records required by the public agency to perform the service. If the vendor transfers all public records to the public agency upon completion of the contract, the vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the vendor keeps and maintains public records upon completion of the contract, the vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon 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.

Risk Allocation: In recognition of the relative risks, rewards and benefits of the project to both the Client and the Architect, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Architect's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed our stated fee or \$50,000.00 whichever is less.

Applicable Laws: This agreement shall be governed by the laws of the State of Florida. Venue of Nassau County, Florida, for any contract claim or any other claims or issues arising out of the performance of the subject contract.

END OF GENERAL TERMS



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ARCHITECTURE • INTERIORS • DESIGN BUILD SERVICES

ATTACHMENT D

BIM EXECUTION PLAN Professional Engineering Services Proposal

The following are expectations for Revit BIM Modeling of the project:

1. BIM Modeling platform for this project is Revit. PQH specifically excludes the use of Autodesk Collaboration for Revit (CAR) and/or BIM 360 Team, or similar cloud-based file management tools that require special use licenses.
2. General
 - a. PQH anticipates that models outside of PQH control are completed to a certain point prior to PQH commencing their work. An example is floor plan layout should be relatively agreed with the end user, prior to PQH populating the model with devices.
3. Authorized uses of PQH Revit Models
 - a. Permit: Model will include sheets which will be used to produce 2-dimensional permit plans.
 - b. Bidding: Model will include sheets which will be used for bidding purposes.
 - c. Construction: Model is suitable for hand off to Subcontractors to start Shop/Fabrication Drawing production.
 - d. Coordination: Model is suitable for use to start the coordination process, which will be based upon shop fabrication drawings produced by the Contractor, who shall be responsible for coordination of the building. The Design model is intended to be the correct quantity, approximate dimensions, and locations, but is not a substitute for contractor shop drawings or fabrication drawings.
4. Discipline Specific Expectations
 - a. Plumbing Model shall include all piping greater than 3", including insulation, valves, cleanouts, plus all drains, plumbing fixtures and equipment based upon basis of design, P-traps.
 - b. Mechanical Model shall include all ductwork including insulation, smoke dampers, fire dampers, major mechanical equipment dimensioned based upon basis of design, Sound attenuators, piping greater than 3", and valves.
 - c. Electrical Model to include modeled dimensioned electrical equipment including clearances, light fixtures with maximum dimensions, switches and occupancy sensors, all fire alarm devices and control components, outlets (power & data) model accurately for height and location (suitable for use in elevations). Electrical conduits and other raceways will not be modeled.
 - d. Fire Protection Model shall include stand pipes, sprinkler heads, and pumps.

PQHGR0

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/17/2022

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 any rights to the certificate holder in lieu of such endorsement(s).

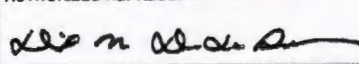
PRODUCER USI Insurance Services, LLC 2502 N Rocky Point Drive Suite 400 Tampa, FL 33607	CONTACT NAME: PHONE (A/C, No, Ext): 813 321-7500 E-MAIL ADDRESS: ADDRESS:	FAX (A/C, No):													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Phoenix Insurance Company</td> <td>25623</td> </tr> <tr> <td>INSURER B : Travelers Property Cas. Co. of America</td> <td>25674</td> </tr> <tr> <td>INSURER C : Travelers Casualty and Surety Company</td> <td>19038</td> </tr> <tr> <td>INSURER D : Capitol Specialty Insurance Corporation</td> <td>10328</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Phoenix Insurance Company	25623	INSURER B : Travelers Property Cas. Co. of America	25674	INSURER C : Travelers Casualty and Surety Company	19038	INSURER D : Capitol Specialty Insurance Corporation	10328	INSURER E :		INSURER F :
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INSURED PQH Group, Inc. & PQH Group Design, Inc. 4141 Southpoint Drive East #200 Jacksonville, FL 32216															


COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL 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 checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X X	6800J939206	05/15/2021	05/15/2022	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$10,000	X X	CUP4E109717	05/15/2021	05/15/2022	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	X	UB9M968370	05/15/2021	05/15/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liability		AE20211040	06/06/2021	06/06/2022	\$3,000,000 per claim \$3,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Professional Liability coverage is written on a claims-made basis.

CERTIFICATE HOLDER Nassau County BOCC 96135 Nassau Place Yulee, FL 32097	CANCELLATION 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 
--	--

 An official website of the United States government
[Here's how you know](#)

E-Verify

Menu 

My Company Profile

Company Information

Company Name

PQH Group Design, Inc.

Doing Business As (DBA)

Company ID

301336

Enrollment Date

02/03/2010

Employer ID Number

472933964

DUNS Number

Total Number of Employees

10 to 19

NAICS Code

541

Sector

Professional, Scientific, and Technical Services

Subsector

Professional, Scientific, and Technical Services

[Edit Company Information](#)

Employer Category

Employer Category

None of these categories apply

[Edit Employer Category](#)

Company Locations

Physical Address

4141 Southpoint Drive East, Suite 200
Jacksonville, FL 32216

Mailing Address

Same as Physical Address

[Edit Company Locations](#)

Hiring Sites

We have implemented a new policy and require more information for existing and future hiring sites.

Number of Sites

1

[Edit Hiring Sites](#)

Company Access and MOU

My Company is Configured to:

Verify Its Own Employees

Memorandum of Understanding

[View Current MOU](#)

[U.S. Department of Homeland Security](#)

[U.S. Citizenship and Immigration Services](#)

[Accessibility](#)

[Plug-ins](#)





REQUEST FOR QUALIFICATIONS

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

Solicitation Title: Nassau County Justice Center Courtroom #3 - Design Criteria Professional (RE-BID)	
Solicitation Number: NC21-052-RFQual-(RE-BID)	Project/Contract Duration: 90 days, or as negotiated
Requesting Department: Facilities Maintenance	Procurement Contact: Evelyn Burton
Contact Address: 96135 Nassau Place, Suite 2 Yulee, Florida 32097	Contact Information: eburton@nassaucountyfl.com 904.530.6040
Response Due Date and Opening Date/Time: Tuesday, December 7, 2021 @ 10:00 AM (Nassau County time)	
Pre-Response Meeting Date/Time: Thursday, November 18, 2021 @ 1:00 PM 76347 Veterans Way Yulee, FL 32097	Deadline for Questions: Tuesday, November 30, 2021 @ 4:00 PM (Nassau County time)
Location of Response Opening: Robert M. Foster Justice Center, 76347 Veterans Way, Second Floor, Yulee, Florida 32097	

In accordance with the intent and content of this solicitation, we the undersigned do hereby offer to perform as stipulated in this response. Failure to do so may result in the forfeiting of bid security, removal from the County's vendor list, or other remedies available to the County under the laws of the State of Florida.

Legal Name of Respondent:		
Business Address:		
Phone Number:	Email:	FL License Number:
Authorized Signature:		Date:
Printed Name of Signer:		Title:

General Instructions/Declarations

1. Response results will be available pursuant to Florida Statute 119.071(b).
2. Responses must be submitted on the forms furnished by the County within this solicitation, unless otherwise specified below.
3. This page must be completed and returned as the top sheet of any response submitted.
4. It is the intent and purpose of Nassau County that this solicitation promotes competitive bidding. It shall be the Responder's responsibility to advise the Procurement Department via the County's electronic bidding platform if, in the Responder's opinion, any language, requirements, etc. inadvertently restricts or limits competition. Such notification must be submitted via the County's electronic bidding platform and must be received by the Procurement Department no later than the Deadline for Questions date and time stated above.

(THIS PAGE MUST BE RETURNED WITH YOUR RESPONSE)

NASSAU COUNTY REQUEST FOR QUALIFICATIONS
NC21-052-RFQual (RE-BID) - NCJC COURTROOM 3
DESIGN CRITERIA PROFESSIONAL

TABLE OF CONTENTS

SECTION A	INSTRUCTIONS TO RESPONDERS
SECTION B	GENERAL PROVISIONS
SECTION C	SPECIAL PROVISIONS
SECTION D	AWARD OR REJECTION OF RESPONSES
ATTACHMENT "A"	SCOPE OF WORK
ATTACHMENT "B"	STATEMENT OF "NO RESPONSE" <i>(available on vendor portal)</i>
ATTACHMENT "C"	ADDENDA ACKNOWLEDGMENT <i>(available on vendor portal)</i>
ATTACHMENT "D"	PUBLIC ENTITY CRIMES SWORN STATEMENT <i>(available on vendor portal)</i>
ATTACHMENT "E"	DRUG FREE WORKPLACE CERTIFICATE <i>(available on vendor portal)</i>
ATTACHMENT "F"	E-VERIFY AFFIDAVIT <i>(available on vendor portal)</i>
ATTACHMENT "G"	INSURANCE REQUIREMENTS <i>(available on vendor portal)</i>
EXHIBIT "1"	TRUTH IN NEGOTIATION CERTIFICATION <i>(available on vendor portal)</i>

NASSAU COUNTY REQUEST FOR QUALIFICATIONS
NC21-052-RFQual (RE-BID) - NCJC COURTROOM 3
DESIGN CRITERIA PROFESSIONAL

SECTION A. INSTRUCTIONS TO RESPONDERS

- A1.** Responders are expected to carefully examine these solicitation forms, specifications, attached drawings (if any), and all instructions. Failure to do so will be at the Responder's risk. Responders, without exception, will be solely responsible for all aspects of the terms, conditions, and special provisions of this solicitation.
- A2. Definitions:** The term "County" means the Nassau County Board of County Commissioners, a political subdivision of the State of Florida, and its authorized designees, agents, and employees.
- A3. Response Size Limits:** Responders shall submit a response that is no more than twenty (20) pages. The **only** documentation that is **not** included in the page count is the following:
- i. Letter of interest or cover letter,
 - ii. ~~Statement of Responder's bondability,~~
 - iii. Statement of Responder's ability to meet County's Insurance Requirements,
 - iv. Resume of Key Team Members (which shall not exceed two (2) pages),
 - v. Divider tabs, provided they contain no substantive content, and
 - vi. Cover pages, provided they contain no substantive content.

Proposal – Statement of Qualifications Response Format. To facilitate and expedite review, Responders shall follow the response format outlined below. Failure to submit your response in the format requested may result in the reduction of your overall evaluation score. To assist you in preparing your response, the County's selection procedures are also described herein. Please abide by all requirements set forth to avoid any risk of disqualification.

Introduction

Provide a cover letter no longer than two (2) pages in length, signed by an authorized representative of your firm. The cover letter should contain the following:

- a. A brief statement of the Responder's understanding of services to be provided under this contract,
- b. The name, title, phone number, e-mail address, and street address of the person in the consultant's organization who will respond to questions about the proposal, and
- c. Highlights of the consultant's qualifications and ability to perform the requested services.

The table of contents should follow the cover letter.

Table of Contents

Include a clear identification of the material included in the proposal by page number.

Tab 1 – Consultant Profile

Please provide the following information about your firm:

- a. Provide a brief description of your firm's organization, structure, and philosophy,
- b. Provide firm's background and years of experience,
- c. Number of employees,

NASSAU COUNTY REQUEST FOR QUALIFICATIONS
NC21-052-RFQual (RE-BID) - NCJC COURTROOM 3
DESIGN CRITERIA PROFESSIONAL

- d. Firm's professional license number, as issued by the State of Florida pursuant to F.S. 471, and
- c. Describe any significant or unique accomplishments or awards received in previous, similar projects.

Tab 2 – Qualifications and Experience

Please provide the following information regarding your firm's qualifications and experience:

- a. Describe your firm's ability to provide a quality, cost effective design criteria package,
- b. Describe experience and expertise of the firm on projects of similar scope,
- c. Demonstrate your firm's ability to communicate, work effectively in a group and build consensus with staff, elected officials, boards, committees, and the public, and
- d. Describe experience regarding project budgets and schedules, and your firm's demonstrated ability to meet both.

Tab 3 – Staff Qualifications and Project Team

Start the section by introducing the designated project manager and the project team. Include a project team organizational chart.

Then, for each key person that would be assigned to the project, include:

- a. A one- or two-page résumé that includes a summary of relevant professional qualifications, relevant project experience, education, and professional registration,
- b. Include a copy of current Department of Business and Professional Regulation License for each key person with a professional registration,
- e. Describe the services the individuals will provide to the County, and
- f. Contact information.

Tab 4 – Project Approach

Please provide the following information regarding your firm's project approach:

- a. Define what services your company is proposing to the County that will best meet the criteria specified in the Scope of Work. State your project management plan, firm's interpretation of scope and method of approach,
- b. Describe the responsibilities of the management and staff personnel that will perform work on the project; describe methods employed to ensure prompt service, customer satisfaction, prompt compliant resolution, effective employee performance and training, and timely initiation and completion of all work,
- c. List and provide background information for any subconsultant to be used, including the subconsultant's specialty, and
- d. Provide information regarding any proposed innovative concepts that may enhance value and quality, any favorable cost containment approaches or additional or alternative ideas that may be successful if implemented by the County.

Tab 5 – Quality Control

Describe your firm's quality assurance/quality control (QA/QC) procedures.

NASSAU COUNTY REQUEST FOR QUALIFICATIONS
NC21-052-RFQual (RE-BID) - NCJC COURTROOM 3
DESIGN CRITERIA PROFESSIONAL

Tab 6 – Related Experience and References

For a minimum of three (3) relevant projects, include a one- or two-page project description that demonstrates capabilities in creating a design criteria package, and/or experience with similar counties or other organizations within the last three (3) years.

For the projects listed above provide references that include the following information:

- Client name, address, **phone numbers and email addresses**,
- Client Project Manager name and contract information (if different from above),
- Description of all services provided,
- Performance period,
- Total amount of contract, and
- Identify key members of the project team.

Tab 7 – Attachments

All attachments and/or forms required by the RFQual shall be fully executed by the Responder and submitted in the following order. Failure to do so will diminish your score.

- Addendum Acknowledgement
- Public Entities Crimes Statement
- Drug Free Workplace Certificate
- Certificate of Insurance (proof of current coverage)
- E-Verify MOU or affidavit with other proof of registration with E-Verify

- A4. Response Submission:** All responses must be submitted electronically via the County's electronic bidding platform (PlanetBids), which is also accessible via the County's website.

It is the Responder's responsibility to ensure that Responses are received in the County's electronic bidding platform before the response due date and time. **The platform will not allow responses after the cut-off time EVEN IF YOU ARE IN THE PROCESS OF SUBMITTING YOUR RESPONSE WHEN THE CUT-OFF TIME ARRIVES.** Please plan your response timing accordingly. No mailed, facsimile, or emailed responses will be considered.

ALL RESPONSES MUST BE SUBMITTED VIA THE COUNTY'S VENDOR PORTAL.

- A5. Response Opening:** Responses will be opened at the Office of the Clerk on the date and time specified on the cover page of this solicitation at the Robert M. Foster Justice Center, 76347 Veterans Way, Yulee, Florida.
- A6. Additional Information:** The County reserves the right to request any additional information needed for clarification from any responder for evaluation purposes.
- A7. Effective July 1, 2012 – Amendments to Public Meetings and Public Records Laws for Government Contracting:** Pursuant to recent changes in Florida Statutes Chapter 119.071 (General Exemptions from inspection or copying of public records) the bid opening process is temporarily exempt from Public Records requirements, except bids received pursuant to a competitive solicitation for construction or repairs on a public building or public work. Information may be released to the public once the Board provides a notice of intended decision or thirty (30) days after the bid opening, whichever is earlier.

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Pursuant to recent changes in Florida Statutes Chapter 286.0113 (General exemptions from public meeting requirements) any portion of a meeting in which negotiations with a Responder is conducted as part of the “competitive negotiation” process at which a Responder makes an oral presentation or answers questions as part of the “competitive solicitation” process are exempt from public meeting requirements until the Board provides notice of an intended decision or until thirty (30) days after bid opening, whichever is earlier. Any portion of a committee meeting at which negotiation strategies are discussed is exempt.

A complete record shall be made of any portion of an exempt meeting; no portion may be held off the record. The recording of and any records presented at the exempt meeting are exempt from FS119.071 until such time as the board provides notice of an intended decision or 30 days after opening the bids, proposals or final replies.

Please refer to Florida Statutes 119.071, 255.0518 and 286.0113 for further details.

- A8. Response Withdrawal/Modification:** Responses may not be withdrawn for a period of ninety (90) days after the response opening date. Responses may be withdrawn or modified at any time before the response due date during which the Responder may withdraw their response or make any needed modification(s) and resubmit without prejudice by utilizing the modification/withdrawal feature within the County’s electronic bidding platform, subject to the provisions of A5, above.
- A9. Pricing:** This is a qualifications-based solicitation and pricing shall not be submitted at this time. Upon selection of the most qualified Responder(s), the County will engage and negotiate pricing and/or rates at that time, as required.
- A10. Proper Signatures:** All responses must be signed with the firm name and by a responsible officer or employee. Failure to include proper signatures on the required documents may result in a disqualification of that response. The obligations herein are assumed by such signature and must be fulfilled.
- A11. Limitations on Liability:** Responders are advised that the County will not accept limitations on liability from any Responder. The successful Responder(s) will be fully liable for all damages and events caused by them, without any limitations, and they shall waive any rights of subrogation as a part of any contract resulting from this solicitation and associated response. The County will pursue liable responders to the extent allowed by law for damages caused by them during the performance of a contract with the County. Any response received that limits liability will be considered unresponsive and will not be accepted by the County.
- A12. Insurance:** Responder shall include in their response package a copy of their current, valid insurance coverage certification that meets or exceeds the requirements of those included with this solicitation.
- A13. Participation in E-Verify Required by Law:** Pursuant to Florida Statute 448.095, all vendors doing business with Nassau County are required to register with, and participate in, the federal government’s E-Verify program (www.e-verify.gov). Responders will be required to provide proof of registration from E-Verify along with a completed affidavit certifying their compliance with F.S. 448.095. By submitting a response to this solicitation, Responder acknowledges and agrees that:

(a) If the County has a good faith belief that a person or entity with which it is contracting has

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- knowingly violated §448.09(1), Florida Statutes, the contract shall be terminated,
- (b) If the County has a good faith belief that a subcontractor knowingly violated §448.095(2), but the Prime Contractor otherwise complied with §448.095(2), Florida Statutes, shall promptly notify the Prime Contractor and order the Prime Contractor to immediately terminate their contract with the subcontractor,
- (c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such,
- (d) Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination, and
- (e) If a contract is terminated by the County for a Contractor’s violation of F.S. 448, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

A14. Response Check List: Responders are cautioned to please check their response very carefully, and are encouraged to use the following check list of forms to be included with their response:

- _____ Response cover page (signed)
- _____ Addenda Acknowledgement
- _____ Public Entity Crimes
- _____ Drug Free Workplace
- _____ Current, valid proof of insurance
- _____ E-Verify Participation Affidavit
- _____ Proof of E-Verify Registration
- _____ Copy of current, valid license(s) as applicable

A15. Pre-Response Meeting: There will be a non-mandatory pre-response meeting with a site visit to follow held for this solicitation. While attendance is not required, responders are responsible for all information provided during these activities.

Location: Robert M. Foster Justice Center,
76347 Veterans Way
Yulee, Florida 32097

Time: **1:00 PM – Thursday, November 18, 2021**

Requests for site visits outside of a pre-response meeting must come through Procurement and be approved prior to any such visit(s).

A16. Questions, Deadline for Questions, and Cone of Silence: Responders are required to refrain from contacting any County Departments, Divisions, or external agents or consultants about this solicitation during the solicitation process. **ALL QUESTIONS MUST BE RECEIVED VIA THE COUNTY’S VENDOR PORTAL.** Failure to comply with this requirement may result in

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disqualification of your response and egregious and/or repeated violations may result in debarment from future solicitations, contracts, or other business with the County.

Questions received will be formatted by Procurement and issued to all interested parties in the form of an addendum. Oral questions and/or answers are not authorized outside of a Pre-Response Meeting (if applicable), and **the County will not entertain any verbal communications regarding this or any other solicitation.** All questions regarding this solicitation must be received before **4:00 PM on November 30, 2021**. Questions received after this date will not be reviewed.

Inquiries or requests for clarification must include the questions along with the relevant Section(s), Subsection(s), Paragraph(s), and page number(s) of the solicitation being questioned by the Responder.

The County will consider the Responder's lack of inquiries or requests for clarification prior to the Deadline for Questions to constitute the Responder's acceptance of all of the terms, conditions, and requirements as stated in this solicitation and any addenda or amendments thereto.

- A17. Addenda:** It will be the responsibility of the Responder to visit the County's electronic bidding platform – prior to submitting a response – to ascertain if any addenda have been issued and to review those addenda, if applicable. Responders must complete and return the enclosed Addenda Acknowledgement Form with their response. Failure to comply may result in disqualification of the response.
- A18. Interpretations of Data:** No interpretation of data including, but not limited to, surveys, plans, drawings, test results, and similar materials will be made to any Responder, except for what is provided in these documents or by written addendum, in accordance with A17, above.

SECTION B. GENERAL PROVISIONS

- B1. Terms & Conditions:** Responder proposes and agrees, if their response is accepted, to enter into a contract with the Nassau County Board of County Commissioners, to perform and furnish all goods and services specified in the contract documents, consistent with this solicitation, for the agreed-upon price, within the agreed timeframe indicated in this solicitation, and in accordance with the other terms and conditions of the contract. The successful Responder(s) shall execute and return to the County, within ten (10) days after receipt, all contractual documents, performance and payment bonds (if applicable), insurance certificates, E-Verify documentation, and any other documents required by this solicitation. No Contract shall be considered binding upon the County until it has been properly executed by all parties.
- B2. Receiving/Payment/Invoicing:** The County shall pay all vendors within forty-five (45) calendar days of receipt of an invoice, in accordance with the Local Government Prompt Payment Act (Florida Statute 218.70). Payment shall not be made until goods/services have been received, inspected, and accepted by the County as to the quality and quantity ordered and received. Payment will be accomplished by submission of an invoice, with the contract number referenced thereon, emailed to the County Department receiving the goods or services from the vendor. Payment in advance of receipt of goods/services by the County will not be made.

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Invoice submitted shall be in sufficient detail as to item, service, quantity, and price in order for the County to verify compliance with the contract.

- B3. Acceptance of Goods/Services:** Receipt of goods/services shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the goods/services meet solicitation and contract specifications and conditions. Should the goods/services differ in any respect from specifications, payment will be withheld until such time as the supplier takes all necessary corrective action(s).
- B4. Taxes:** Nassau County is tax exempt. As such, the County will not pay any Federal Excise or State of Florida Sales and Use Taxes. Responders shall not include taxes in any response, invoice, or statement.
- B5. Conflict of Interest – Business Association:** All Responders must disclose with their offer the name of any officer, director, or agent who is also an officer or employee of the County or related to an officer or employee of the County. Further, all Responders must disclose the name of any Nassau County officer or employee who has, either directly or indirectly, any interest of the Responder's firm or any of its branches, affiliates, or subsidiaries. Notwithstanding any other provision of law, failure to disclose will result in disqualification of the response and/or cancellation of work without the County being in breach of contract. The County will seek damages for recoupment of losses for having to re-solicit or re-assign and further reserves the right to debar and any Responder who fails to disclose.
- B6. Conflict of Interest – Advisory Boards:** Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit an advisory board member of the County from holding any employment or contractual relationship with any business entity doing business with the County. Section 112.313(12), Florida Statutes, provides that an advisory board member will not be in violation of the prohibition if certain conditions are met, including the filing of a disclosure form with the County, which is the sole responsibility of the Responder and must be filed prior to or at the time of submission of the response. A copy of the filed disclosure form shall be included as part of the Responder's response.
- The advisory board member is required to, prior to or at the time of the submissions of the response, file a statement with the County, disclosing their interest and the nature of the intended business.
- The advisory board member, or his or her spouse, child, or other relative, is required to have in no way used or attempted to use his or her influence to persuade a member of the County or any of its personnel to enter into such a contract other than by the mere submission of the response.
- The advisory board member, or his or her spouse, child, or other relative, is required to have in no way participated in the determination of the solicitation's specifications or the determination of the responsible and responsive responder.
- B7. Additional Terms and Conditions:** No additional terms and conditions included with the response shall be evaluated or considered. Any such additional terms and conditions shall have no force and effect and are inapplicable to this solicitation and the response submitted. If submitted either purposely through intent or design, or inadvertently appearing separately in transmitting letters, specifications, literature, price lists, or warranties, it is understood and agreed that the general and special conditions in this solicitation and contract documents are the only conditions applicable to this solicitation and the Responder's authorized signature affixed to the response attests to this.

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- B8. Public Records Requirement:** The County is a public agency subject to Chapter 119, Florida Statutes. IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6010, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, SUITE 1, YULEE, FLORIDA 32097. To the extent that the selected vendor(s) provide(s) goods and/or services to the County, and pursuant to Florida Statute 119.0701, the vendor(s) shall:
- (a) Keep and maintain public records required by the public agency to perform the service,
 - (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law,
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the vendor does not transfer the records to the public agency, and
 - (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the vendor or keep and maintain public records required by the public agency to perform the service. If the vendor transfers all public records to the public agency upon completion of the contract, the vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the vendor keeps and maintains public records upon completion of the contract, the vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon 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 a vendor does not comply with a public records request, the County shall enforce the contract provisions in accordance with the contract.

- B9. Public Entity Crimes:** A person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a response on a contract to provide any goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or public work, may not submit responses on leases of real property to a public entity, may not be awarded or perform work as a vendor, supplier, sub-vendor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute 287.017 for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor List. The enclosed sworn statement for Public Entity Crimes under Florida Statute 287.133(3)(a) must be submitted with the response.
- B10. Debarred Vendors:** The County reserves the right to withhold award, rescind an award, or forego award to any responder who is found to have been debarred from doing business with the State of Florida or any other public entity. It shall be County's sole determination as to the desirability of contracting with a responder who has been barred from doing business with a public entity.

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- B11. Equal Opportunity:** The County recognizes fair and open competition as a basic tenet of public procurement and encourages participation by veteran-, minority-, and woman-owned businesses. Such businesses are to be afforded a full opportunity to participate in any procurement by the County and will not be subject to discrimination on the basis of race, color, creed, religion, sex, gender, disability, political affiliation, or national origin.

The County is an equal opportunity/affirmative action employer. The County is committed to equal employment opportunities and expects firms that do business with the County to do the same.

SECTION C. SPECIAL PROVISIONS

- C1. Minimum Standard:** Specifications listed herein describe the expected minimum standard. These specifications are intended to be descriptive in nature and are not intended to eliminate, discourage, impede, or otherwise prevent any vendor from submitting a response.
- C2. Experience of Responder:** Responder must be a provider currently doing business with the general public, servicing a minimum of **three (3)** commercial or public entity accounts equal in size and scope to this solicitation, and be properly licensed to do business in the State of Florida for no less than three (3) years.
- C3. Attachments/Exhibits:** All attachments and exhibits are made an essential part of this solicitation.

If you choose not to respond to this solicitation, please complete and return the enclosed Statement of "No-Response" prior to the response opening.

- C4. Trade Secrets:** In accordance with Chapter 119 of Florida Statutes, and except as may be provided by other applicable State or Federal Law, all responders should be aware that formal solicitations – and the responses thereto – are subject to public disclosure. Requests for confidential treatment of trade secrets will not supersede the County's legal obligation to provide records to the public consistent with state law or an order by a court of competent jurisdiction.

In requesting confidential treatment of trade secrets, responders must cite specific, applicable legal grounds to support a request for confidential treatment of any portion of a response that contains trade secrets, as defined by Florida Statutes. Requests by responders to keep entire responses confidential are generally not supported by public records laws. At a minimum, the County will always disclose a Responder's name, a generalized summary of the response, and the price quoted when answering a formal public records request.

If the Responder requests confidential treatment of trade secrets, they must submit an additional copy of their response with the proposed trade secrets redacted. This copy must include a general description of the information redacted and be redacted in the least expansive manner necessary to effectuate the requested exemption(s). In a separate attachment, Responder shall supply a listing of the provisions identified in Statute(s) by which it seeks confidential treatment, including a detailed justification for exempting the information from public disclosure.

All redactions must be supported by law, and all assertions of trade secrets are at the sole discretion of the County. The Responder shall indemnify and hold harmless the County and its personnel

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against any claims arising out of a good faith rejection of a request for confidential treatment, and any subsequent disclosure thereof pursuant to a lawful public records request.

Responder shall also indemnify and hold harmless the County and its personnel for all claims, actions, suits, judgments, fines, costs or damages the County may incur as a result of Responder's request for confidential treatment. Responder agrees and understands that the County may make copies of, and distribute, the unredacted response in order to facilitate review and evaluation of a response. Responder warrants that such copying will not violate the rights of any third party.

SECTION D. AWARD OR REJECTION OF RESPONSES

- D1. Award of Contract:** Award will be made to the most qualified Responder who is responsive to the solicitation after successful completion of negotiations. If the County and Responder are unable to come to an agreement, the County reserves the right to terminate negotiations and begin negotiating with the next highest-ranked firm.
- D2. Right to Reject:** The County reserves the right to reject any or all responses, with or without cause, without recourse, or to waive technicalities or to accept responses which, in its sole judgment, best serve the interests of the County. Response to this solicitation is considered an operational cost of the Responder and shall not be passed on to or borne by the County. The County also reserves the right to reject the response of a Responder who has previously failed to perform properly, completely, on-time and/or on-cost, contracts of a similar nature, or that are not, in the County's sole discretion, in a position to perform the contract.
- D3. Disqualification of Responders:** Any cause including, but not limited to, the following may be considered as sufficient for the disqualification of a Responder and the rejection of its response:
- (a) Submission of more than one response for the same work by an individual, firm, partnership, or corporation under the same or different names,
 - (b) Evidence of collusion among responders, or previous participation in collusive activity or proposing on work for the County,
 - (c) Any material misrepresentation,
 - (d) Uncompleted work for which the Responder is committed by contract which, in the judgment of the County, might hinder or prevent the prompt completion of the work under this contract if awarded to Responder,
 - (e) Violations of the Cone of Silence as provided for herein,
 - (f) Actual or potential conflict of interest as provided for in Section 112.313(3), Florida Statutes, or
 - (g) Conviction for a public entity crime as provided for in Section 287.133, Florida Statutes.

The above listed causes are not an exhaustive list, and the County may disqualify responders for causes not listed

- D4. The Contract:** The County will provide a contract for the successful Responder's execution.

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- D5. Placing of Orders:** The award of a contract does not constitute an order nor a Notice to Proceed. Before any services can be performed, the successful Responder must receive written authorization from the County.

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ATTACHMENT "A"
TECHNICAL SPECIFICATIONS/SCOPE OF WORK

General Conditions and Scope of Services

Purpose: The Nassau County Board of County Commissioners (County) is soliciting Statements of Qualifications for a Design Criteria Professional to prepare the Design Criteria Package for the build-out of a Courtroom, approximately 2200 square feet in size, in an existing courthouse, located at the **Robert M. Foster Justice Center, 76347 Veterans Way, Yulee, Florida, 32097**, which is intended to be a Design-Build contract; and to serve as the County's representative during the selection of the design-build firm for the project, concerning the evaluation of the responses submitted by the design-build firms; review and approve for compliance of the detailed working drawings for the project; and for evaluation of the compliance of the project construction with the design criteria package.

Scope of Services: The Design Criteria Package shall at a minimum contain concise, performance-oriented drawings or specifications of the public construction project. The purpose of the Design Criteria Package is to furnish sufficient information to permit Design-Build firms to prepare a bid or a response to the County's Request for Proposal, or to permit the County to enter into a negotiated Design-Build contract. The Design Criteria Package must at a minimum specify performance-based criteria for the public construction project, including the legal description of the site, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities and other conditions applicable to the project.

Pursuant to Florida Statute 287.055(9)(b) a Design Criteria Professional (DCP) who has been selected to prepare the Design Criteria Package for the County is not eligible to render services under a Design-Build contract executed pursuant to the Design Criteria Package

The basic services provided by the DCP Consultant shall include but not be limited to preparation of solicitation documents incorporating schematic design, performance specifications and design criteria for the project (the bidding documents shall require compliance with the design criteria by the Design-Build firm awarded the project) and enforcement of the design criteria including but not limited to notifying the County regarding the Design-Builder's compliance or non-compliance with the requirements of the design criteria.

The successful DCP Consultant will be tasked with the following duties and responsibilities:

1. **Schematic:** The DCP Consultant shall become familiar with the project site and shall provide the County with the following services as part of the task:
 - a. Review and validate the County's proposed project schedule and construction phasing plan. Develop the final project schedule with the County,
 - b. Analyze the cost estimate prepared by the County for the project and provide an updated construction estimate,
 - c. Review and validate the County's proposed project scope. Develop final project scope with the County,
 - d. Coordinate with County and Judicial staffs, as necessary, throughout the process,
 - e. Assist with the both the design-build pre-qualification and final selection, and
 - f. Assist with project management during the construction phases of the project.

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2. **Design Criteria Package:** The DCP Consultant shall coordinate with the County as to the methodology, procedures, format, and other specifics that the Design Criteria Package shall contain. The DCP Consultant shall prepare the Design Criteria Package for bidding by incorporating all information as required by the County, and all federal, state, and applicable local codes. The preparation of the design criteria bidding documents shall include, but not be limited to the following:
 - a. Finalize all design criteria for the project to be utilized by the Design-Build firms to bid, design, and construct the project. The design criteria shall include issues related to infrastructure design analysis of the schematic phase design, and performance specifications,
 - b. Preparation, coordination, and incorporation of all construction related documents, including front-end documents,
 - c. Coordination of bidding, documents, and other related deliverables with designated County personnel, to ensure consistency of Design-Build bid documents,
 - d. The DCP Consultant shall consult with the County in preparation of the design criteria package, and subsequent bid documents for both the pre-qualification phase and final selection phase for the design-builder, and
 - e. Review and validate the County's proposed project scope. Develop final project scope with the County.
3. **Bidding and Award of Contract:** The DCP Consultant shall assist the County in obtaining bids and in the award of the Design-Build contract for the work that was bid pursuant to the Design Criteria Contract documents.
4. **Design-Builder's Design Phase:** The DCP Consultant shall, at a minimum, monitor the Design-Builder's design phase as follows:
 - a. The DCP Consultant shall instruct the Design-Builder's Engineer of Record (EOR), to prepare all required drawings utilizing CADD,
 - b. The DCP Consultant shall instruct the Design-Builder's EOR team of the County's requirements as to the various phases of design and approvals require and/or mandated by the County,
 - c. Coordinate and monitor the Design-Builder's design phase and recommend approval or disapproval to the County,
 - d. Respond to all inquiries and evaluate alternatives presented from the Design-Builder for compliance with the bidding documents and possible County approval,
 - e. Review all Design-Builder's documentation at all phases of design, submit and obtain review comments and subsequent approvals from the County's departments having the authority to review the project, and
 - f. Review all Design-Builder's updated schedules and cost estimates, provide recommendations, submit and obtain review comments and subsequent approvals from the County's departments having the authority to review the project at each phase and milestone of the project.
5. **Construction Phase:** The DCP Consultant shall ensure and require that the Design-Builder's EOR team provide construction administration of the construction to ascertain compliance with all approved construction documents.

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This shall include but not be limited to construction administration of the Design-Build Construction Contract as set forth in County's agreement with the DCP Consultant and in the General Conditions of the Design-Build Construction Contract, unless otherwise provided in County's agreement with the DCP Consultant.

Compile reports and data as required by the grant agreement.

On the basis of on-site observations as the DCP Consultant, the DCP Consultant shall keep the County and Design-Builder informed immediately in writing of the progress or lack of progress and quality of the construction work and shall endeavor to guard the County against defects and deficiencies in said work. The Consultant shall at all times have access to the work, whether it is in the preparation stage or in progress.

The DCP Consultant shall conduct on-site observation visits during the construction of the Project. Compensation for each authorized site visit shall be determined during negotiations at a lump sum cost per visit. The frequency of the on-site visits will be determined by the County's Projects Manager based on the Design-Builder's schedule.

The DCP Consultant shall prepare a monthly progress report in the format acceptable to the County.

6. **Design-Builder Submittals:** The DCP Consultant shall review and evaluate samples, schedules, shop drawings, and other submissions for conformance with the Design Criteria and the Design-Build Contract documents. The DCP Consultant shall also prepare in a timely manner change order items, including the proper documentation, for the County's review and approval. The DCP Consultant shall assemble, for transmittal to the County other written items required for the Design-Builder including, but not limited to, shop drawings, guarantees, operation and maintenance manuals, and releases of claim and record documents.
7. **Quality Control:** The DCP Consultant shall evaluate the materials and/or workmanship for conformance with the Design-Build Contract Documents, evaluate quality control testing reports, advise the Design-Builder and the County immediately of any unacceptable materials and workmanship the DCP Consultant may discover and ensure that the Design-Builder takes appropriate action to remedy unacceptable conditions.
8. **Certification for Payments:** The DCP Consultant shall require that the Design-Builder's Engineer of Record review and approve all requisitions for payment prior to submitting them to the DCP Consultant. The DCP Consultant shall review the Design-Builder's notarized requisitions for payment, along with the schedule of values, the project schedule, and other requirements as noted in the construction contract and shall determine the amounts to be paid to the Design-Builder and shall recommend for County's approval certificates for payments in such amounts. These certificates will constitute a representation to the County that the work has progressed to the point indicated.
9. **Record Drawings:** Upon completion of construction, the DCP Consultant shall coordinate and require that the Design-Builder's Engineer of Record, utilizing record data provided by the Design-Builder along with the Engineer of Record's own record data, shall revise and update the original working drawings showing all changes made by addenda, substitutions, change orders or field instructions during construction, in accordance with the Design-Build Contract. After original

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working drawings have been updated by the Design-Builder's Engineer of Record to conform to the record data, and after review and approval of these record drawings has been obtained from the Consultant and the County, the DCP Consultant shall require the Engineer of Record and the Design-Builder's expense for duplication, to furnish the County these documents pursuant to the Design Build contract.

10. **Substantial Completion:** Upon notification from the Design-Builder's Engineer of Record that the project is substantially complete including, but not limited to, the Design Builder's contract and all Regulatory Agency and Life Safety Standards, the Consultant shall promptly conduct inspections to determine the date or dates of substantial completion for the project. If the project is found substantially complete and in accordance with the Design- Build Contract documents, the DCP Consultant shall then certify that to the best of the DCP Consultant's knowledge and professional judgment the project has been constructed in accordance with the contract documents and shall furnish such other certification as required by applicable laws or regulations. If the project is deemed to be incomplete, the DCP Consultant shall notify the Design-Builder in writing of the deficiencies and shall verify the Design-Builder's correction of the deficiencies, as required, and shall then certify.
11. **Final Completion:** If the DCP Consultant finds the project to be completed and acceptable, the DCP Consultant shall obtain the County's approval to advise the Contractor of acceptance and commencement of the warranty period.
12. **Project Closeout:** Upon acceptance of the project by the County as outlined in the Design Build contract, the DCP Consultant shall immediately commence the closeout of the project, finalizing all aspects of the construction phase, including: obtaining from the Design-Builder's Engineer of Record all required submittals, such as marked-up record documents, warranties, operating and maintenance manuals, releases of claim; updating and submitting record documents; verifying the Contractor's completion of punch list items; assisting the County with respect to the final inspection by all authorizing jurisdictions; completing the processing of any remaining contract change orders; evaluating the assessment of liquidated damages, if any, and reviewing and processing final payments to the contractors.

EVALUATION/SELECTION OF SHORT-LIST

Evaluation/Selection Committee: An Evaluation Committee will be responsible for evaluating and ranking each firm based upon the proposals submitted.

The Evaluation/Selection Committee shall evaluate the responses of the RFQual and rank the firms based on the evaluation criteria contained herein. Each firm should submit documents that provide evidence of capability to provide the services required for the Committee's review for short-listing purposes.

Evaluation Criteria: A 100-point formula scoring system will be utilized based upon the following criteria:

Compliance with RFQual Instructions – 5 Points

- a. Firm's proposal complied with instructions issued in the RFQual.
Noncompliance with significant instructions may be grounds for proposal

**NASSAU COUNTY REQUEST FOR QUALIFICATIONS
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DESIGN CRITERIA PROFESSIONAL**

disqualification

Firms Qualifications and Experience - 20 Points

- a. The ability and capability of firm to perform services of this type.
- b. Firm's experience and expertise on similar projects.
- c. Firm's ability to communicate, work effectively in a group and build consensus with staff, elected officials, boards, committees and the public.
- d. Firm's experience regarding project budgets and schedules, and their demonstrated ability to meet both.

Project Team/Abilities and Expertise - 15 Points

- a. The adequacy of the firm's professional key personnel and project team to be assigned to the project.
- b. Project team's previous experience demonstrates success in completing projects.
- c. Project team's previous experience program schedule, budget, and technical requirements that are directly relevant to the projects described in this RFQual.

Project Approach – 35 Points

- a. Firm's detailed project management plan, interpretation of scope and method of approach. Including any proposed innovative concepts that may enhance value and quality, any favorable cost containment approaches or additional or alternative ideas that may be successful and implemented by Nassau County.
- b. Firm's methods employed to ensure prompt service, customer satisfaction, and prompt compliant resolution
- c. Responsibilities and capabilities of the management and staff personnel, including sub-contractors, who will work on the project
- d. Firm's proposed schedule for services, timely initiation, and completion of all work

Quality Control – 10 Points

- a. The proposal will be evaluated on the quality control process to be implemented to ensure that quality work products and services can be delivered in a timely manner.

Previous Projects/References – 15 Points

- a. Firm's references with emphasis on similar size projects. Proposal will be evaluated on the basis of project experiences that include projects outlined in the Scope of Work and Services required.

Short List/Competitive Selection: The County reserves the right to make selections based on the responses only or to request oral presentations or questions/answer sessions with the top ranked firms before determining the final ranking.

If the County requests oral presentations from the top ranked firms, a separate evaluation process will be conducted. Any scores from the initial evaluation process for short-ranking purposes will not be used or added to the oral presentation scoring. The evaluation criteria and scoring that will be used for the ranking of the oral presentations will be provided prior to the presentation date.

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CONTRACT PROCEDURES

Recommendation to the Board: The Engineering Services Department shall submit an agenda item for presentation to the Nassau County Board of County Commissioners requesting consideration and approval to negotiate based on the recommendation of the Evaluation Committee according to the overall ranking.

Competitive Negotiations: Upon approval by the Nassau County Board of County Commissioners to proceed with negotiation with the top-ranked firm, the response package, signed by the successful Responder, along with documentation included in the proposal as required by this RFQual and other additional materials submitted by the Responder, and accepted by the County, shall be the basis for negotiation of a contract. Nassau County shall negotiate a contract with the selected firm for professional services at compensation which Nassau County determines is fair, competitive, and reasonable. The firm receiving the award shall be required to execute a Truth-in-Negotiation Certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting.

Unable to Negotiate: Should Nassau County be unable to negotiate a satisfactory contract with the top ranked firm considered to be the most qualified at a price the County determines to be fair, competitive, and reasonable, negotiations with that firm must be formally terminated. The County shall then undertake negotiations with the next top ranked firm. Failing accord with the next top ranked firm, the County must terminate negotiations. The County shall then undertake negotiations with the next top ranked firm. Should the County be unable to negotiate a satisfactory contract with any of the selected firms, the County may select additional firms in the order of their competence and qualification and continue negotiations in accordance with this paragraph until an agreement is reached, or the County may reject all proposals and close the solicitation, at the Board's sole discretion.

Contract: A contract shall be drafted by the County and forwarded to the other party for execution.

Full Contract Execution: The Engineering Services Department shall prepare an agenda item presenting the contracts between the successful firm and the Board of County Commissioners and request authorization for the Chairman to execute the agreement. The Board of County Commissioners retains full discretion to approve or to reject the contract.

[Remainder of the page is intentionally blank.]

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**THE SUPREME COURT OF FLORIDA
STATE COURTS SYSTEM
OFFICE OF THE STATE COURTS ADMINISTRATOR**

THIS AGREEMENT is entered into between the State Court System of Florida, Office of the State Courts Administrator, hereinafter referred to as "OSCA," and the Nassau County Board of County Commissioners, hereinafter referred to as the "Recipient."

I. THE RECIPIENT AGREES:

A. Agreement Document

1. To provide commodities and services indicated on Attachment A in accordance with the terms and conditions specified in this Agreement.
2. That the Agreement document consists of all attached documents identified in Section III(G):

B. Governing Law

That this Agreement is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with Florida law including Florida provisions for conflict of laws. Venue shall be Tallahassee, Florida.

C. Invoicing and Travel

That funds provided in this Agreement may not be used for travel expenses of Recipient or Recipient's staff. Invoices and all necessary supporting documentation shall be submitted to the following address:

Office of the State Court Administrator
General Services Unit
Contacts and Grants Administrator
500 S Duval Street
Tallahassee, FL 32399-1900

D. Records and Retention

1. To establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the OSCA under this Agreement.
2. To retain, at no additional cost to the OSCA, all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement for a period of ten (10) years after completion of the Agreement, or if an audit has been initiated and audit findings have not been resolved at the end of ten (10) years, the records and documents shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement. If any such records are eligible for destruction under applicable record retention schedules before ten (10) years after completion of the Agreement the records may be destroyed with the prior written approval of the OSCA's Grant Manager.
3. Upon demand and at no additional cost to the OSCA, the Recipient will facilitate the duplication and transfer of any records or documents during the required retention period.

E. Public Records, Audits, Inspections, Investigations and Monitoring

1. To allow public access to all documents, papers, letters, or other public records as defined in Rule 2.420, Florida Rules of General Practice and Judicial Administration, made or received by the Recipient in conjunction with this Agreement except that public records which are made confidential by law must be protected from disclosure. Further, the Recipient will maintain the confidentiality of any records that are exempt from disclosure pursuant to Rule 2.420, Florida Rules of General Practice and Judicial Administration. It is expressly understood that the Recipient's failure to comply with this provision shall constitute an immediate breach of this Agreement for which the OSCA may unilaterally terminate the Agreement.
2. To assure that these records shall be subject at all reasonable times to inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the OSCA.
3. To permit persons duly authorized by the OSCA to inspect and copy any records, papers, documents, facilities, goods and services of the Recipient which are relevant to this Agreement; and to interview any clients, employees and sub-recipient employees of the Recipient to assure the OSCA of the satisfactory performance of the terms and conditions of this Agreement. Following such review, the OSCA will deliver to the Recipient a written report of its findings and where appropriate, a request for the Recipient to submit a corrective action plan.

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4. To comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Office of the Inspector General pursuant to section 20.055, Florida Statutes, or the Auditor General of Florida.
5. To include the aforementioned audit, inspections, investigations and record keeping requirements in all subcontracts and assignments.
6. To provide a financial and compliance audit to the OSCA as specified in Attachment D, Part 1 and to ensure that all related party transactions are disclosed to the auditor.

F. Indemnification

Pursuant to section 768.28(19), Florida Statutes, neither the Recipient nor the OSCA waive sovereign immunity nor do the parties agree to indemnify each other for the other party's negligence.

G. Insurance

To provide continuous adequate liability insurance coverage during the existence of this Agreement and any renewal(s) and extension(s).

H. Assignments and Subcontracts

1. To be responsible for all work performed and for all products produced pursuant to this Agreement.
2. Any sub-contracts shall be evidenced by a written document. The Recipient further agrees that the OSCA shall not be liable to the sub-contractors in any way or for any reason. The Recipient, at its expense, will defend the OSCA against such claims.
3. That the OSCA shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity or agency in the State of Florida, upon giving prior written notice to the Recipient.

I. Return of Funds

To return to the OSCA any overpayments due to unearned funds or funds disallowed pursuant to the terms and conditions of this Agreement that were disbursed to the Recipient by the OSCA. In the event that the Recipient or its independent auditor discovers that an overpayment has been made, the Recipient shall repay said overpayment within five (5) business days of discovery. If the OSCA first discovers an overpayment has been made, the Grant Manager, on behalf of the OSCA, will notify the Recipient by letter of such findings. Should repayment not be made within thirty (30) calendar days of the notification by the OSCA, the Recipient will be charged at the lawful rate of interest on the outstanding balance after the OSCA notification or Recipient discovery.

J. Non-discrimination Requirements

That the Recipient will comply with the Americans with Disabilities Act, the Civil Rights Act of 1964, the Florida Civil Rights Act of 1992, and any other federal or state law that prohibits discrimination on the basis of age, race, religion, color, disability, national origin, marital status, sex or genetic information. The Contractor further assures that all sub-recipients and sub-subrecipients, or others with whom it arranges to provide services under this Agreement will comply with these requirements.

K. Employment of Illegal Aliens

That unauthorized aliens shall not be employed by the Recipient. The OSCA shall consider the employment of unauthorized aliens a violation of section 274A of the Immigration and Nationality Act (8 U.S.C. 1324 a). Such violation shall be cause for unilateral cancellation of this Agreement by the OSCA.

L. Sponsorship

That, if the Recipient is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Recipient's name), the Florida Legislature and the Florida State Court System." If the sponsorship reference is in written material, the words "Florida Legislature and Florida State Court System" shall appear in the same size letters or type as the name of the organization. Such sponsorship is subject to the prior written approval of the OSCA Grant Manager.

M. Publicity

That without limitation, the Recipient and its employees, agents, and representatives will not, without prior written consent in each instance, use in advertising, publicity or any other promotional endeavor any State mark, the name of the State's mark, the name of the State or any State affiliate or any officer or employee of the State, or represent, directly or indirectly, that any product or service provided by the Recipient has been approved or endorsed by the State, or refer to the existence of this Agreement in press releases, advertising or materials distributed to the Recipient's prospective customers.

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N. Lobbying

To not expend any of the funds provided under this Agreement for the purpose of lobbying the Legislature, judicial branch, or a state agency.

O. E-Verify

1. The Recipient shall utilize the United States Department of Homeland Security's (DHS) E-Verify system (<https://www.e-verify.gov/>) to verify the employment eligibility of all new employees hired during the term of the Agreement for which the Recipient is providing services to the OSCA.
2. The Recipient shall also include a requirement in all subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor after January 1, 2021, and during the term of the Agreement for which the Recipient is providing services to the OSCA.
3. Prior to allowing any subcontractor to provide any services contemplated under this Agreement, the Recipient shall provide to the OSCA's Grant Manager with a copy of the subcontractor's DHS E-Verify registration, along with an affidavit from the subcontractor stating that the subcontractor does not employ, contract with, or subcontract with any unauthorized aliens.
4. If the Recipient is unable to register to utilize the United States Department of Homeland Security's (DHS) E-Verify system because they are a sole proprietor with no employees, then the Recipient must complete a registration waiver affidavit certifying the reason for non-registration which must be submitted for approval along with the required signed contractual documents.
5. After the execution of the initial Agreement, the Recipient shall provide the OSCA with both the DHS E-Verify registration or registration waiver affidavit and corresponding affidavits for all subcontractors performing services under this Agreement, on an annual basis thereafter.
6. Violation of the provisions in this paragraph by the Recipient shall constitute grounds for immediate termination of the Agreement by the OSCA pursuant to section 448.095(2)(c), Florida Statutes.
7. Pursuant to section 448.095(2)(f), Florida Statutes, the Recipient is liable for any additional costs incurred by the OSCA as a result of the termination of this Agreement for a violation of the provisions contained in this paragraph.
8. After the execution of the initial Agreement, the Recipient shall provide the OSCA with both the DHS E-Verify registration and corresponding affidavit for the Recipient and all subcontractors performing services under this Agreement on an annual basis thereafter.
9. Violation of the provisions in this paragraph by the Recipient shall constitute grounds for immediate termination of the Agreement by the OSCA pursuant to section 448.095(2)(c), Florida Statutes.
10. Pursuant to section 448.095(2)(f), Florida Statutes, the Recipient is liable for any additional costs incurred by the OSCA as a result of the termination of this Agreement for a violation of the provisions contained in this paragraph.

II. OSCA AGREES:**A. Agreement Amount**

To pay for commodities and services according to the terms and conditions of this Agreement in an accordance with Attachment B to this Agreement, subject to the availability of funds. Any costs or services paid for under any other Agreement or Agreement or from any other source are not eligible for payment under this Agreement.

B. Payment

That pursuant to section 215.422, Florida Statutes, the OSCA has fifteen (15) business days to inspect the documentation regarding the delivery of the goods and services provided by the Recipient, unless a different period has been agreed to by the parties.

C. Payment Inquiries and Vendor Ombudsman

1. That issues regarding the inspection, acceptance and payment for goods and services provided under this Agreement will be handled by the Grant Administrator at (850) 922-1184.
2. That a Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422 (7), Florida Statutes, which include disseminating information relative to the prompt payment of this state and assisting vendors in receiving their payments in a timely manner from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724. An automated payment history line (850) 413-7269 is available for payment history and pending payment information.

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III. THE RECIPIENT AND the OSCA MUTUALLY AGREE:**A. Effective and Ending Dates**

That this Agreement shall begin on the date on which the Agreement has been signed by the last party required to sign it. It shall end at midnight, Eastern Time, on June 30, 2024. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature and spending approval by the Chief Justice.

B. Renewal

That upon continued appropriations by the Florida Legislature, the OSCA and the Recipient may renew the Agreement, in whole or in part, for a period that may not exceed three (3) years or the term of the original Agreement, whichever period is longer. The renewal may be divided into increments, may be for a complete term, or any combination thereof. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance and subject to availability of funds for this Agreement.

C. Termination

1. That this Agreement may be terminated by the OSCA without cause upon no less than a sixty (60) calendar day notice in writing to the other party unless a shorter time is mutually agreed upon in writing.
2. In the event funds for payment pursuant to this Agreement become unavailable, the OSCA may terminate this Agreement upon no less than a twenty-four (24) hour notice in writing to the Recipient. The Chief Justice shall be the final authority as to the availability and adequacy of funds. In the event of termination of this Agreement, the Recipient will be compensated for any work satisfactorily completed.
3. That this Agreement may be terminated for the Recipient's non-performance upon no less than a twenty-four (24) hour notice in writing to the Recipient. Waiver of breach of any provisions of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms and conditions of this Agreement. The provisions herein do not limit the OSCA's right to remedies at law or in equity.
4. That written notice of termination shall be delivered by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to the Grant Manager or the representative of the Recipient responsible for administration of the program as appropriate.

D. Renegotiations or Modifications

1. That, with the exception of modifying the Budget in Attachment B, modifications of all other provisions of this Agreement shall be valid only when they have been reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in OSCA's operating budget, without said price level increases being approved in writing by the parties.
2. That the parties agree to renegotiate this Agreement if there are any revisions of any applicable state laws, or regulations that make changes in this Agreement necessary.

E. Notice

That any notice, that is required under this Agreement shall be in writing, and sent by email, U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery. Said notice shall be sent by the OSCA to the representative of the Recipient responsible for administration of the program, at the designated address indicated in III.F.3. and by the Recipient, to OSCA's Grant Manager indicated in III.F.4.

F. Official Payee and Representatives (Names, Addresses, and Telephone Numbers):

1. The Recipient name, as shown on page 1 of this Agreement, and mailing address of the official payee to whom the payment shall be made is:

Mary N. Potochnik
 Chief Deputy Financial Services
 Nassau County Clerk of Courts
 76347 Veterans Way, Suite 456
 Yulee, FL 32097
 Phone: 904-548-4811
 Email: mpotochnik@nassauclerk.com
2. The name of the Recipient's contact person and street address where financial and administrative records are maintained is:

Name Megan Diehl
 Office of Management & Business Director
 Nassau County BOCC

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96135 Nassau Place, Suite 2
 Yulee, FL 32097
 Phone: (904) 530-6010
 Email: mdiehl@nassaucountyfl.com

3. The name, address, and telephone number of the Recipient's Project Manager responsible for administration of the program under this Agreement is:

Marshall Eyerman
 Assistant County Manager
 Nassau County BOCC
 96135 Nassau Place, Suite 1
 Yulee, FL 32097
 Phone: (904) 530-6010
 Email: meyerman@nassaucountyfl.com

4. The name, address, and telephone number of the Grant Manager for OSCA for this Agreement is:

Steven K. Updike
 General Services Administrator
 Office of the State Courts Administrator
 500 S. Duval Street, Suite 3123
 Tallahassee, FL 32399-1900
 Phone: (850) 922-1184
 Email: updikes@flcourts.org

5. The name, address, and telephone number of the Project Monitor/Circuit Liaison for this Agreement is:

Judge James Daniel
 76347 Veterans Way
 Yulee, FL 32097
 (904) 548-4910

6. Upon change of representatives (names, addresses, telephone numbers and e-mail addresses) by either party, notice shall be provided in writing to the other party.

G. All Terms and Conditions Included

This Agreement and its attachments, and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or Agreements, either verbal or written between the parties. If any term or provision of this Agreement is legally determined unlawful or unenforceable, the remainder of the Agreement shall remain in full force and effect and such term or provision shall be stricken. Attachments and exhibits to this Agreement which apply, and therefore are incorporated by reference include (those indicated with a checked box (☒)):

Applicable attachments: ☒ indicates the attachment applies to this Agreement.		
	Attachment #	Attachment Title
☒	Attachment A	Scope of Work/Additional Provisions
☒	Attachment B	State Fiscal Year Budget Document
☒	Attachment C	Certification Regarding Lobbying
☒	Attachment D	Compliance Monitoring and Auditing

[Remainder of page left blank intentionally.]

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By signing this Agreement, the parties agree that they have read and agree to the entire Agreement, as described in Paragraph III.G. above.

IN WITNESS THEREOF, the parties hereto have caused this fourteen (14) page Agreement to be executed by their undersigned officials as duly authorized.

**THE NASSAU COUNTY FLORIDA BOARD
OF COUNTY COMMISSIONERS**

**THE FLORIDA STATE COURTS SYSTEM
OFFICE OF THE STATE COURTS ADMINISTRATOR**

**SIGNED
BY:**

NAME: Thomas R. Ford

TITLE: Chairman

DATE:

Vendor # F69-1863042 053

**SIGNED
BY:**

Elisabeth H. Kiel

NAME: Elisabeth H. Kiel

TITLE: State Courts Administrator

DATE:

9/24/2021

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Attachment A**Scope of Work****PART 1 – GENERAL INFORMATION****Section A – Background and Purpose**

The Florida Legislature, through Chapter 2021-036, Section 7, Line 3135A, Laws of Florida, appropriated fixed capital outlay funds as grant-in-aid to the Recipient, to be used to complete the Nassau County Courthouse. This Agreement provides the method for disbursement of the appropriated funds, how the funds may be spent, sets forth requisite deliverables, performance measures, financial consequences, reporting requirements, disbursement and expenditure reconciliation, invoice terms and other conditions necessary for payment. The total appropriation amount, amounts set-aside from the appropriation for specific purposes, any use restrictions and allocation requirements are identified in the Fiscal Year Budget, Attachment B to this Agreement.

Section B – Objective

The Recipient, in consultation with the Fourth Judicial Circuit Court of Florida, will use the funds provided under this Agreement to make the necessary changes to the Nassau County Courthouse building to complete the build-out of the courtroom, jury room, and associated judicial chambers. Allowable expenditures include, but are not limited to, permitting fees, millwork, general construction, carpentry, painting, electrical, furnishings, fixtures, equipment and other expenses normally incurred on such a project.

The goals to be achieved to meet this objective are:

1. Engage the appropriate professional services firm (architect, engineer, commercial general contractor) to perform the work necessary to complete the courtroom and judicial chambers.
2. Engage the appropriate vendors to procure any necessary furnishings, fixtures and other equipment appropriate for the courtroom and judicial chambers.

PART 2 – WORK REQUIREMENTS**SECTION A - PROJECT RESOURCES**

The following professional services must be used on this project to ensure the objectives of the Agreement are achieved and that the state funds provided under this Agreement are protected from loss:

1. **Project Manager:** A representative of the Recipient with the responsibility and authority to manage the project within the parameters set forth by the governing body of the Recipient's organization, including review, inspection and acceptance of the work being performed; creation and/or the submission of all reports and deliverables to the OSCA, approval of all invoices, submission of draw requests for funding from the OSCA and the financial accounting of all project funds. The Project Manager will also serve as the liaison between the Recipient, any vendors/contractors, the Fourth Judicial Circuit, its Project Monitor, and the OSCA.
2. **Project Monitor (Circuit Representative):** A representative of the Fourth Judicial Circuit with the responsibility and authority to work with the Project Manager to ensure the needs and interests of the Fourth Judicial Circuit are met throughout the renovation. The Project Monitor may assist in the review, inspection and acceptance of the work being performed; must review, prior to submission, all reports and deliverables to the OSCA, approval of all invoices, submission of draw requests for funding from the OSCA and the financial accounting of all project funds. The Project Monitor will also serve as a liaison between the Recipient and the OSCA.

SECTION B – PROJECT PHASES

To ensure the security of the state funds provided for this project, the following tasks must be successfully completed to earn the milestone payment associated with each task or phase under this Agreement. Upon completion of each task or phase, the funds advanced to the Recipient will be deemed earned and the Recipient will be eligible for disbursement of the next advance, in accordance with the Attachment B, the Project Budget.

1. **Evaluation and Estimation** – Review of the current conditions by a qualified and licensed professional appropriate for the work to be completed to determine the extent of the issues and the necessary

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- renovations needed. Estimate needed furniture and equipment. The Project Manager, Project Monitor and the OSCA will be provided an estimate or other similar documentation outlining the work to be completed.
2. **Engagement** – Engaging a licensed and insured general contractor, or other appropriate professional(s), licensed under the provisions of the applicable Florida Statutes (for example, chapters: 471, 481, or 489), to perform the build-out and renovation. The contract with the vendor(s) must include description of the work to be performed (incorporating the design and blueprints, if any, by reference), project plan, milestones, due dates, minimum quality and performance standards, progress payment amounts, liquidated damages, financial consequences for failure to perform or meet minimum standards, warranty and latent damages provisions.
 3. **Execution of the Work** – The engaged professional(s), and any necessary subcontractors, performs the demolition, construction and repair work necessary in accordance with the approved estimate and scope of contract. Submit the necessary orders to purchase the furnishings and equipment and to perform the necessary construction and build-out work. Copies of all purchase orders or other procurement documentation will be maintained and provided in regular reporting.
 4. **Inspection and Acceptance** – All necessary inspections will be conducted, pursuant to any applicable Florida Statute or other rule, as well as inspection by the Project Manager. A "punch-list" of items that fail to meet the acceptance of the Inspector or Recipient and a reasonable schedule for the vendor to correct the deficiencies. Upon receipt of the furnishings and equipment, inspect to ensure the items arrived as expected and are in good working order. Upon completion of any construction or renovation work, inspect the items to ensure the work was completed appropriately and the item and space is in good working order. Recipient should keep copies of all bills of lading, packing slips or other similar documentation received or generated and provide copies upon request.

SECTION C – DELIVERABLES AND FINANCIAL CONSEQUENCES

The Recipient will ensure that only the following deliverables are submitted to the OSCA.

1. **Project Plan** - A document outlining the phases, activities, tasks, deliverables, deliverables acceptance plan, resources, roles and responsibilities, performance measures, monitoring activities, risk assessment and mitigation plan, procurement plan, contract management plan, stakeholder communication plan, financial management plan (including the project budget) and a high level project schedule that sets the critical path for the project. The project plan is due to the OSCA within 30 days of the execution of the separate contract between the Recipient and successful bidder for the design/build contract for this project and will be updated and resubmitted with all requests for a reimbursement. *Note: This deliverable must be approved by the Chief Judge and the Chair of the County Commission before it can be approved by the OSCA Grant Manager. The initial project plan can outline what changes, if any, to the project plan that may be approved by the Project Manager and Project Monitor without requiring formal approval of the Chief Judge and the Chair of the County Commission. Ensure that the necessary time to complete these reviews and approvals is factored into the Project Schedule.
2. **Project Schedule** – A comprehensive document that outlines the critical path of the project from start to completion. The schedule will include begin and end dates for all phases, subordinate activities and tasks for the project. The schedule must be updated when a change occurs. The project schedule is due to the OSCA within thirty (30) days of the execution of the separate contract between the Recipient and successful bidder for the design/build contract for this project and resubmitted with all requests for reimbursement.
3. **Monthly Project Report** – The monthly report or memo will be submitted to the OSCA no later than the 30th calendar day of each month and will contain the following:
 - 3.1. An executive narrative of the current status of the project.
 - 3.2. A detail report of the activities and tasks completed during the prior month.
 - 3.3. A detailed comparison of any changes made to the Project Plan during the prior month.
 - 3.4. A detailed explanation of any schedule efficiencies achieved, schedule slips, schedule changes and impact to the project critical path, if any.
 - 3.5. Update of the project budget, including cost status, expenditure status, obligated funds and fund balances. Failure to submit this deliverable by the due date will result in a liquidated damages

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assessment of \$50 for each day it is late from the invoice, unless additional time is granted by the OSCA Grant Administrator.

4. **Contract Package** – A package containing the signed contract(s) with the General Contractor, Electrician, Architect, Engineer, or other Professional Services provider contracted to perform work associated with this Agreement. This deliverable is due within thirty (30) calendar days of the last party signing such agreement for General Contractor, Electrician, Architect, Engineer, or other Professional Services provider contracted to perform work associated with this Agreement.. Failure to submit this deliverable by the due date will result in a liquidated damages assessment of \$50 for each day it is late from the invoice, unless additional time is granted by the OSCA Grant Administrator.
5. **Inspection Package** – Copies of all final inspection reports issued by the local building authority showing the approval of the work. The delivery of this package will be within thirty (30) calendar days of the issuance of each passed inspection. Failure to submit this deliverable by the due date will result in a liquidated damages assessment of \$50 for each day it is late from the invoice, unless additional time is granted by the OSCA Grant Administrator.
6. **Acceptance Package** – Copies of final report issued by the Project Manager recommending acceptance of the work by the Commissioners, if necessary, and the close-out letter issued to the General Contractor or other professional services provider.

It is acknowledged that the funding provided in this Agreement is only part of the funds necessary to complete the project. It is anticipated that these funds will be fully expended before the project is completed. If all funds are expended prior to the end of the term of this Agreement, the Recipient's monthly reporting requirements, and associated financial consequences, will cease once it has submitted all deliverables and reports to the OSCA Grant Administrator following the final invoice. Should additional funds be appropriated, this Agreement will be amended to include those funds and further amend scope, deliverables, and other provisions.

Section D – Program Administration and Oversight

1. Grant Fund Management

- 1.1. All funds provided under this Agreement will be accounted for at all times.
- 1.2. Advanced funds must be deposited in an interest-bearing account in a depository qualified under chapter 136, Florida Statutes, separate from the organizations regular operating accounts.
- 1.3. Interest earned on advanced amounts will be treated as "program income" to be used only for program activities authorized by this Agreement.
- 1.4. No handling or service charges shall be deducted from the advance amounts in the depository. Handling and service charges must be paid by the Recipient pursuant to section 219.05, Florida Statutes.
- 1.5. Any advanced amounts not necessary for expenses incurred prior to June 30, 2024, still in the possession of the Recipient must be returned to the OSCA by September 30, 2024 for return to the Legislature's General Revenue Fund pursuant to section 1(l) of the Agreement, unless otherwise specified by the OSCA.
- 1.6. Maintain a separate cash book detailing all receipts and disbursements of funds advanced to the Recipient under this Agreement pursuant to section 219.04, Florida Statutes.
- 1.7. Reconcile all accounts according to Generally Acceptable Government Accounting Standards (GAAS) on a daily basis and retain documentation of each reconciliation as required by section 219.04, Florida Statutes.
- 1.8. Ensure that all fund disbursements are made in accordance with applicable state grant laws and rules and retain documentation supporting all disbursements.
- 1.9. Expenses reimbursed from any other source are not eligible for reimbursement under this Agreement
- 1.10. Administrative and indirect costs are not reimbursable under this Agreement.
- 1.11. Funds must be used in accordance with Nassau County purchasing policies and rules.

2. Recipient Reimbursement and Invoicing

Agreement Number _____

- 2.1. Funds are made available by the Florida Legislature to the OSCA in quarterly increments. If an advance is requested, 25% may be requested by the Recipient within 30 days of the signing of this Agreement, and will be disbursed to the Recipient should the OSCA receive the necessary approval of the Department of Financial Services. Otherwise, funds will be paid to the Recipient on a reimbursement basis, upon submission of an invoice and proof of completion of each task/phase.
- 2.2. Grant funds may only be used to provide the services identified in Attachment A to this Agreement.
- 2.3. Expenses reimbursed from any other source are not eligible for reimbursement under this Agreement.
- 2.4. Invoices with all supporting documentation sufficient to perform a pre-audit and post audit must be submitted for the expenditures incurred during the prior month. Such invoices should be submitted within 45 calendar days following the end of the month for which such invoices are being submitted. Invoices must include:
 - 2.4.1. The reports identified in Section C of this attachment.
 - 2.4.2. Details showing the quantity, unit cost and extended costs of the items or services purchased and proof of payment.
 - 2.4.3. A certification statement that the "Expenses being submitted for reimbursement are true and accurate expenditures incurred while providing the services required under our Agreement. All services were provided in accordance with the terms and conditions of the Agreement and have not been and will not be reimbursed by any other source."

PART 3 – SUPPORTING INFORMATION**Section A – Dual/Multiple Funding Source Billing**

No expense submitted for reimbursement under this Agreement may also be submitted to any other funding source for reimbursement. The OSCA reserves the right to verify that this practice is not being used by the Recipient. Dual or multiple billings will result in the expense being disallowed and the Recipient will be required to return any disallowed expenses. Failure to repay the disallowed amounts will result in the OSCA filing a claim with the Department of Financial Services for an offset of any future amounts disbursed to the Recipient, regardless of the source.

Section B – Pooled Funding

If the Recipient receives funding for any services identified in this Agreement from multiple sources and intends to pool all funds to pay for the delivery of services, in addition to the requirements identified in Part 2, Section D, the Recipient must also submit an expense allocation plan that proportionally allocates the total cost of the service across all funding providers, based on the percentage of the funds provided by each funding source. In lieu of pooling such funds from multiple sources, the Recipient may elect to utilize such funds from this Agreement first, before utilizing other available funds.

Section C – State Funds

The funds for this Agreement are from an award of state funds provided by the Florida Legislature. A Catalog of State Financial Assistance number for this Agreement will be assigned and provided to the Recipient, Project Manager and Project Monitor.

Agreement Number _____

ATTACHMENT B - AGREEMENT BUDGET (Appropriation 3135A, GAA 2021/2022)*

Budget Summary

State Fiscal Year	Funds Available	Funds Expended	Funds Balance
2021/2022	\$737,500.00	\$0.00	\$737,500.00
Total	\$737,500.00	\$0.00	\$737,500.00

Funds were appropriated in the fixed capital outlay category.

Disbursements

Period	Disbursement	Available Balance
August 2021		
September 2021		
October 2021		
November 2021		
December 2021		
January 2021		
February 2021		
March 2021		
April 2021		
May 2021		
June 2021		

*The Budget will be updated monthly and will become part of this Agreement without the need for a formal amendment.

Agreement Number _____

Attachment C

**Certification Regarding Lobbying
For Contracts, Grants, Loans and Cooperative Agreements**

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

- (1) No state 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 the Governor, an employee of the Executive office of the Governor, a member of the Florida Legislature, an officer or employee of the Legislature, a justice, judge, officer or employee of the Judicial Branch of Florida, an officer or an employee of any state or federal government agency in connection with the awarding of any state or federal contract, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than state appropriated funds have been paid or will be paid to any person for influencing or attempting to influence Governor, an employee of the Executive office of the Governor, a member of the Florida Legislature, an officer or employee of the Legislature, a justice, judge, officer or employee of the Judicial Branch of Florida, an officer or an employee of any state or federal government agency in connection with this state contract, grant, loan, or cooperative agreement, the undersigned shall disclose such relationship to the OSCA Grant Manager.
- (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 transactions was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction. 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.

By: _____

Date: _____

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Attachment D**COMPLIANCE MONITORING AND AUDITING**

The administration of resources awarded by the Florida Legislature, administered by the Office of the State Courts Administrator, to the Recipient will be subject to audits and monitoring by the OSCA, as described in this section. Although the OSCA is not a state awarding agency under the Florida Single Audit Act (Act), the state funds awarded under this Agreement will be treated as state financial assistance subject to the provisions of the Act as outlined herein.

MONITORING

In addition to reviews of audits conducted, monitoring procedures may include, but not be limited to, on-site visits by the OSCA staff, limited scope compliance, financial or performance audits, and/or other monitoring methods. By entering into this Agreement, the Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the OSCA. In the event the OSCA determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the OSCA staff to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the OSCA, the Supreme Court Inspector General, the Chief Financial Officer (CFO) or Auditor General.

AUDITS**PART I: STATE FUNDED AGREEMENTS**

1. In the event that the Recipient expends a total amount of state funds equal to or in excess of \$500,000 in any fiscal year of such Recipient, the OSCA requires the Recipient to have a State single or project-specific audit for such fiscal year in accordance with section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Attachment A, Part 3, Section D and Attachment E, Exhibit 1 to this Agreement indicates state funds awarded by the Florida Legislature through the OSCA by this Agreement. In determining the state funds expended in its fiscal year, the Recipient shall consider all sources of state funds, including state funds received from the OSCA, state agencies, and other non-state entities. State funds do not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the Recipient shall ensure that the audit complies with the requirements of section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as specified in section 215.97(2), Florida Statutes, and chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the Recipient expends less than \$500,000 in state funds in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, Florida Statutes, is not required. In the event that the Recipient expends less than \$500,000 in state funds in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

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PART II: REPORT SUBMISSION

1. Copies of financial reporting packages required by PART I of this Agreement shall be submitted by or on behalf of the Recipient directly to each of the following:

A. The OSCA at the following address:
Office of the State Courts Administrator
General Services Unit
Supreme Court Building
500 S. Duval Street
Tallahassee, Florida 32399-1900

B. The Auditor General's Office at the following address:
Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

PART V: RECORD RETENTION

The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, and shall allow the OSCA, the Supreme Court Inspector General, CFO, Auditor General, or a duly authorized designee access to such records upon request. The Recipient shall ensure that audit working papers are made available to the OSCA, the Supreme Court Inspector General, CFO, Auditor General, or a duly authorized designee upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the OSCA.