טענטטוו בוויפוטאי וט. דט ובאטט-בעשב-או טט-בטאר-טשעבאשרטרשסא

Contract No. CM2499-A2-WA08

(S-22-074

## WORK AUTHORIZATION #08 NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

Consultant:	EltonAlan, Inc.
Contract Number:	CM2499-A2
Contact Name:	Michael Holcomb, PE
Contact Number:	904 900-7620
Email:	mike@eltonalan.com

	CURRENT WORK	AUTHORIZATION	
<b>Project Short Title:</b>	Pratt Siding Ro	ad Design Revions Due to Railroad Cros	sing
		CONTRACT OVER	RVIEW
Date Submitted	11-1-2022	Total of Previous Authorizations	687,647.86
Amount	53,160.87	This Work Authorization	53,160.87
Scheduled Completion	1 yr from date of execution	Current Contract Total	740,808.73

This Work Authorization is to the AGREEMENT between Nassau County and EltonAlan, Inc. ("Vendor") known as the Continuing Contract for Professional Engineering Services for Nassau County, Florida, dated January 8, 2018. The services to be provided under this Work Authorization are as follows:

### ARTICLE 1. Services Described as:

Vendor shall provide Engineering Design Plan Revisions Required due to the Railroad Crossing Revisions in accordance with the Estimate of Work Effort and Fee, a copy of which is attached hereto as Exhibit "A".

### ARTICLE 2. Time Schedule

Vendor anticipates their earliest starting date to be 10 days from receipt of execution of this Work Authorization with an estimated duration of one year from date of Execution to complete the Scope of Work.

### ARTICLE 3. Budget

Vendor will perform the services outlined herein for the lump sum amount of \$53,160.87. Vendor's fee amounts are detailed further in Exhibit "B". Vendor will be using rates previously established under Contract CM2499.

### ARTICLE 4. Other Provisions

The Services covered by this Work Authorization will be performed in accordance with the provisions set forth in the AGREEMENT referenced above and any of its attachments or schedules. Additional terms or contract provisions whether submitted purposely or

Revised 8/17/2022

inadvertently, shall have no force or effect. This Work Authorization will become a part of the referenced AGREEMENT when executed by both parties.

Any Work Authorization entered into prior to expiration or termination set forth in the AGREEMENT shall continue in effect through the earlier of: (i) the date all of the Services thereunder have been fully completed and accepted by Nassau County, or (ii) until such time as such Work Authorization expires or is terminated in accordance with its terms or is terminated pursuant to Article 2 hereof.

In presenting this Work Authorization, Vendor agrees that:

Unless detailed herein, all drawings, data, electronic files and other information required for this Work Authorization has been accepted by Vendor. Specifically, all electronic files have been reviewed and accepted for the purposes of this Work assignment. Any additional information, including detailed scope of services are attached.

BY.

AGREED TO BY:

MlCHobal

Print Name:	Michael	Ε.	Holcomb	
Title:	CEO			
Date:	12/06	/20	22	

## **RECOMMENDED AND APPROVED BY NASSAU COUNTY:**

Department Head/Managing Agent:	Robert Companion	12/6/2022	
	Robert T. Companior	n, PE	
Procurement:	Kanase Helmose	12/9/2022	2
	Lanaee Gilmore	Annanananan garatan ing sa	12
Office of Management & Budget:	cluris lacambra	12/7/2022	//
	Chris Lacambra		12/7/2022
County Manager:	Tago E. Pope, AICP	12/21	
Ex-Officio Clerk:	00 Het	$\overline{)}$	
ATTESTATION: Only to Authencity to Chairman's signature.	as John A. Grawford		as
County Attorney:	Denise C. May	12/9/2022	12/9/2022
	Denise C. May		12/ 3/ 2022

APPROVED by the BOARD OF COUNTY COMMISSIONERS, this <u>21stday</u> of December , 2022.

> BOARD OF COUNTY COMMISSIONERS NASSAU COUNTY, FLORIDA

Jeff Grav Chairman

ACCOUNT NO.: 63470541-563365 PRATT

Revised 8/17/2022

DUCUOINI EIIVEIUPE ID. FOID4000-DUBE-4/UD-D04F-08UE48F0F80A

### **Requisition Form**

#### NASSAU COUNTY **BOARD OF COUNTY COMMISSIONERS** 96135 Nassau Place Suite 1

VENDOR NAME/ADDRESS

EltonAlan, Inc.

3653 Regent Blvd #606

Yulee, FL 32097

DEPARTMENT Community Services/Cap Projects

Ja	cksonville, FL 32224	_				REQUESTED BY				
		B G MILLIO AAUG AD		00.4510.49.6	R Companion/SC					
VENDOR NUMBER	PROJECT NAME Pratt Siding Design	FUNDING SOURCE 63470541-563365	DDATT	AMOUNT AVAILABLE \$ 515,172.86		r Contract	CM2499-A2			
TEM NO	Description	03470341-303303	QUANTITY	UNIT PRICE	AMOUNT	Contract	CIV12433-AZ			
1	Data Collection		1.00	\$ 20,000.00	\$ 20,000.00					
2	Design & Plans Preparation		1.00	\$ 33,160.87	\$ 33,160.87					
					\$ 0.00					
					\$ 0.00					
					\$ 0.00					
					\$ 0.00					
					\$ 0.00					
					\$ 0.00					
					\$ 0.00					
					\$ 0.00					
	Enter additional information or	details, as needed.								
	WA-08				· · · · · · · · · · · · · · · · · · ·					
ORIGINAL - FIN COPY - DEPART					Shipping Total	\$ 0. \$ 53,11				
Robert T. Co I attest that, to Purchasing P	ompanion, PE; Deputy County Ma o the best of my knowledge, this required	istition reflects accura	ter nte informa 6/2022		ved, budgeted for and follo	ws the Nassau Coun	ity			

Robert Companion

Chris Lacambra, Director of OMB, Office of Management and Budget I aftest that, to the best of my knowledge, funds are available for payment. LUNS Lacambra 12/7/2022

1P 12/7/2022

Lannee Gilmore, Procurement Director

Lattest that, to the best of my knowledge, this requisition is accurate and necessary and is consistent with the Nassau County Purchasing Policy.

Taco E. Pope, County Manager

I attest that, to the best of my knowledge, the appropriate staff have reviewed and approved this Requisition and no other conditions would prevent approval. 21 22

Clerk:	
Date:	



# **Design Quote**

# Exhibit A

10/14/2022

Project: Pratt Siding Road Design Revisions Due to Railroad Crossing

Client: Nassau County Board of County Commissioners Attn. Robert Companion, P.E. 96161 Nassau Place Yulee, Florida 32097 rcompanion@nassaucountyfl.com

**Quote Amount:** 

## \$ 53,160.87

SERVICES	T	OTAL QUO AMOUNT
Data Collection		12.24
Survey Base Task	\$	5,000.
ROW Mapping	\$	15,000.
Geotechnical Investigation and Report	\$	
Wetland Delineation and Endangered Species Assessment	\$	-
Data Collection	Sub-Total \$	20,000.0
Design and Plans Preparation		
Roadway Design Analysis and Plans	\$	18,476.
Drainage Design Analysis and Plans	\$	1,352.
Signing and Pavement Marking Design Analysis and Plans	\$	8,221.
Utility / Railroad Coordination	\$	5,110.
Environmental Permitting	\$	-
Final Design S	Sub-Totals \$	33,160.8
Bid Phase Services	\$	1.1.1
Post Design Services	\$	

For Questions related to this Quote, please contact:

Mike Holcomb @ 904.891.0360 or email mike@eltonalan.com

ELTONALAN ESTIMATE OF WORK EFFORT AND FEE

Exhibit B

esks	Staff   Loaded Labor		Allowabled	FDOT C Pro	ifit Rate.	Rates 175.99% 10.00%	Staffho	Projec	ributi	ager / Sr. Kor 30 14	1	: 1.5 . Desi 540.7 \$71,8 \$11.2 \$123.	0 3 4		Tech / Admin 518.00 531.55 <u>54.57</u> 554.57		ost Totals	
		Qty	y. Unit		rs per Init	Tata	Il Hours	Hours		Cost	Hours		Cost	Hours	Cost		Cost	Comments
ASK	1 - DATA COLLECTION SERVICES											_						
urvey	y Base Task	_														8	5,000.00	Survey of New Crossing
ight o	of Way Mapping															8	15,000.00	6 Parcels - Including RR - To be Remaped
ieote	chnical															\$	•	
	ormental - Wetland Delineation and Protected as Assessment															5		
	Data Collection Sul	otota	al													s	20,000.00	
ASK	2- ROADWAY DESIGN ANALYSIS AND PLANS	(Bas	sed on the	Assum	ption that	Additiona	al Right of Way	will Not	Be R	equired)								
_	Field Review / Site Visit	1	visits x	2	Hirs =	2	Staff Hours	1	s	197 36	1	\$	123.58	0	s -	5	320.94	1 Hour Trips (incl travel) x two people)
318	Traffic Analysis	0	analysis	K 0		0		0	\$		0	\$	•	0	\$.	5	-	No change
ANALYSIS	Pavement Design	0	designs	< 0		0		0	s		0	5		0	s .	\$	•	No change
GN AP	Typical Section Design	0	design x	0		0		0	\$		O	\$	•	0	s .	5		No change
DESIGN	Roadway Design Analysis					40	Staff Hours	6	\$	1,184.16	30	\$	3,707 40	4	\$ 218.68	\$	5,110.24	RR Redo Final Plan and profile to accommodate RR crossing location
	Traffic Control Plan Design Analysis	0.0	0 miles x	0		0		0	\$		0	\$		0	s -	\$	-	No change
	Key Sheet	0	sheets >	1	Hrs =	0		0	\$	p	0	5		0	\$ -	\$		No change
	Summary of Pay Items	1	sheets >	1	Hrs =	1	Staff Hours	0	5		1	\$	123 58	0	5 -	s	123.58	
	Typical Sections	0	sheets	0		0		0	\$		0	\$		0	\$ -	\$		RR Revise final quantities in Table
	General Notes	0	sheets >	0		0		0	\$		0	\$	ø	0	5 -	\$	-1	No change
	Summary of Quantities Sheets	18	6 sheets >	1.5	Hrs =	24	Staff Hours	4	\$	789.44	18	\$	2,224 44	2	\$ 109.34	5	3,123 22	All quanty tables will be effected
PLANS	Project Layout	1	sheets	4	Hrs =	4	Staff Hours	1	\$	197,36	3	\$	370.74	0	<b>\$</b> -	s	568.10	Revise sheet to reflect new alignment
IAY PL	Roadway Plan and Profiles	12	2 sheets a	25	Hrs =	30	Staff Hours	5	\$	986 80	23	\$	2,842.34	2	\$ 109.34	s	3,938.48	Includes time for affected areas around railroad (1200 LF) p revisions to station offsets down station thereof.
ROADWAY	Intersection Detail Sheets	0	sheets ;	0		0		0	\$		0	\$		0	\$ -	\$		No change
œ	Soil Survey Sheet	0	) sheets :	0		0		0	\$	٠	0	\$		0	5 -	s	•	No change
	Cross Sections	5	sheets :	1,5	Hrs =	8	Staff Hours	2	\$	394 72	6	5	741.48	0	5 -	\$	1,136.20	Revised cross sections through affected areas (no adjustm to down station sections due to limited value in doing so)
	Erosion Control Details & Plans	12	2 sheets	¢ 0		0		0	\$	-	0	\$	•	0	5 -	s	•	No change
	Traffic Control Typicals and Notes	0	) sheets :	0		0		0	\$		0	\$		0	5 -	\$	-	No change
	Special Details	1	sheets	c 4	Hrs =	4	Staff Hours	1	\$	197 36	3	\$	370 74	0	\$ -	\$	568.10	Revision to RR Tie-Ins Dealts
								1	_							1		

ELTONALAN ESTIMATE OF WORK EFFORT AND FEE

Pratt Siding	<b>Road - Revision</b>	to reflect Railroad	Crossing Location

ask	n Staff H Losded Labor 1		<b>Cotais</b>	FDOT C	aft Rate:		Staffh			nger / Sr. Hor D 19 4	-	Desig \$40 71 \$71.03 \$11.25 \$123.6			Tech / 518 00 531.60 <u>54.97</u> 554.67			Cost Totals	
		Qty.	Unit		ns per Init	Tota	I Hours	Hours	_	Cost	Hours		Cost	Hours		Cost		Cost	Comments
Juan	inties					12	Staff Hours	2	\$	394 72	9	5	1,112.22	1	\$	54.67	5	1,561.61	Redo final quantities
Cost	& Contract Time Estimate	1	each x	4	Hing =	4	Staff Hours	1	\$	197 36	3	\$	370.74	0	s		\$	568.10	Redo final estimate
ech	nical Specifications	0	each x	0		Q		0	\$		0	\$		0	\$	-	s	4	No change
	Roadway Technical Hours Sub-Total					129	Hrs Total												
	Project Administration / Coordination	3%	×	129	Hrs =	4	Staff Hours	2	\$	394.72	0	\$		2	\$	109.34	\$	504.06	Includes coordination / meetings with Nassau County, our subs and ot stakeholders if/as nocessary
	QA/QC	5%	x	129	Hrs =	7	Staff Hours	4	\$	789.44	0	\$	-	3	\$	164.01	5	953.45	Independent QA/QC performed by subconsultant
			Ro	adwa	y Total	140	Staff Hours										\$	18,476.08	
ASP	K 3 - DRAINAGE ANALYSIS AND PLANS (Based o	n the /	Assumpti	on that	t Stormw	ater Pond	s will Not be R	equired)											
	Field Review / Site Visit		each x	0		0		0	\$		0	\$		0	\$	-	s	•	
ANALYSIS	Drainage Basin Hydrology Analysis	0	each x	0		0		0	\$		0	\$		0	\$		\$	-	
	Design of Cross Drains	1	each x	4	Hrs =	4	Staff Hours	1	\$	197 36	3	\$	370 74	0	\$		\$	568 10	Minor redesign of one cross drain
DESIGN	Design of Roadway Ditches	0.0	miles x	0		0		0	\$		0	\$	-	0	\$		s	o	
-	Box Culvert Structural Design Analysis	0	each x	0		0		0	\$		0	\$	•	0	\$	-	s	•	
	Drainage Maps	1	sheets x	0		0		0	\$		1	5	123.58	0	\$	۰	s	123,58	
LANS	Special Drainage Detail Sheets	0	each x	0		0		0	\$		0	\$		0	\$	-	5		
DRAINAGE PLANS	Summary of Drainage Structures Sheets	1	each x	1	Hrs =	1	Staff Hours	1	\$	197 36	1	\$	123,58	-1	\$	(54.67)	s	266.27	
RAIN	Ret/Det Pond Detail Sheets	0	each x	0		0		0	\$	-	0	\$		0	\$		5	٠	
	Drainage Design Documentation Report	1	each x	0		0		0	s	-	0	\$		0	\$		s	٥	
	Drainage Technical Hours Sub-Total					5	Hrs Total												
	Project Administration / Coordination	3%	x	5	Hrs =	1	Staff Hours	1	\$	197.36	0	\$			\$		s	197.36	Includes coordination / meetings with Nassau County, our subs and ot stakeholders. if/as necessary
	QA/QC	5%	x	5	Hrs =	1	Staff Hours	1	\$	197 36	0	\$		0	\$	-	5	197.36	Independent QA/QC performed by subconsultant
			Dr	ainag	e Total	7	Staff Hours										\$	1,352.67	
TASI	K 4 - SIGNING AND PAVEMENT MARKING ANALY	SIS A	ND PLA	NS			-												
reis	Field Review / Site Visit		each x	2	Hrs =	0		0	\$		1	s	123.58	-1	\$	(54 67)	s	68 91	
V	SAPM Analysis	16	miles x	4	Hirs =	6	Staff Hours	1	\$	197 36	5	\$	617 90	0	\$		s	815.26	

ELTONALAN ESTIMATE OF WORK EFFORT AND FEE

							Pratt Siding			rision to re ct Length (				ng Loc	ation				
Task	s Staff i Loaded Labor	Alicembled FDOT (		Raw Hourly OH Rate: rolit Rate:	175.99%	Staffic	E	ributi t Man Engin \$85.1 \$114. <u>\$17.1</u> \$197.	tager / Sr. Inter DD 30 <u>94</u>	81	r. Des 540 \$71) <u>\$11:</u> \$123	70 63 24		Tech / \$18.00 \$31.60 <u>\$4.97</u> \$64.67	8		Cost Totais		
		Qty.	Unit		urs per Unit	Tot	al Hours	Houns		Cost	Hours		Cast	Hours	(	Cost		Cost	-
Desi	No Passing Zone Study	0	miles x	0		0		0	5		0	\$		0	\$		5		Comments N/A
	Key Sheet		each x	1	Hrs =	0		0	\$	•	0	\$	•	0	\$		\$	•	No change
\$	Tabulation of Quantities	1	each x	16	Hrs =	16	Staff Hours	3	\$	592.08	12	\$	1,482.96	1	\$	54.67	s	2,129.71	No change
I PLANS	General Notes	0	each x	0		0		0	\$		0	\$	•	0	\$	48	5	<i>a</i> -	No change
NdS	Plan Sheets	7	each x	4	Hrs =	28	Staff Hours	5	\$	986.80	21	\$	2,595 18	2	\$	109 34	5	3,691 32	Includes time for affected areas around railroad (1200 LF) plus revisions to station offsets down station thereof.
	Special Datats	1	each x	6	Hrs =	6	Staff Hours	1	\$	197.36	5	\$	617.90	0	\$		s	815 26	Revised RR Crossing surface
	SPM Technical Hours Sub-Total					56	Staff Hours												
	Project Administration / Coordination	3%	x	56	Hrs =	2	Staff Hours	1	\$	197.36	0	\$	•	1	\$	54 67	s	252 03	Includes coordination / meetings with Nassau County, our subs and othe stakeholders if/as necessary
	QAVQC	5%	x	56	Hrs =	3	Staff Hours	2	\$	394 72	0	\$	-	1	\$	54 67	5	449.39	
	Signing	/ Pav	rement M	larkin	g Total	61											5	8,221.88	
TAS	K 5 - Utility / Railroad Coordination																		h
Utility	Contacts (Letters)	0	each x	0		0		0	\$	•	0	\$		0	\$	•	s	e	No change
Utility	Relocation Plans	0	sheets x	0		0		0	\$	-	0	\$		0	\$		s	•	No change
Utility	v Coordination / followup	0	each x	0		0		0	s	•	0	\$	-	0	\$		5	•	No change
Raim	oad Coordination					40	Staff Hours	6	\$	1,184.16	30	\$	3,707.40	4	\$	218 68	\$	5,110.24	No change
Utility	y Certification	0	each x	0		٩		0	\$	•	0	\$	-	0	\$	•	5	•	
		Util	ity Coord	Jinati	onTotal	40	Staff Hours										\$	5,110.24	
TAS	K 8 - ENVIRONMENTAL PERMITTING																		
SJR	WMD Permitting (wetlands only)	0	each x	0		0		0	\$		0	\$		0	\$		\$	-	No change
USA	COE Permitting	0	each x	0		0		0	\$		0	\$	•	0	\$		\$	•	No change
Storr	mwater Permitting (Documentation / application for e	0	each x	0		0		0	\$		0	\$		0	\$	•	\$	۰	No change
Perm	nit Meetings	0	each x	0		0		0	\$	•	0	s		0	\$	-	\$	*	No change
			Per	mittir	ng Total	0	)										5		#REF!

	Staff Hour Totals Allowabled FDO Loaded Labor Rates		Raw Houriy DOT OH Rate: Profit Rate:		Thour Dist Projec	tribut	nager / Sr Heer 100 139 124	.1	540.7 571 8 511.2 5123.4	D 3		Tech / A \$18.00 \$31.68 <u>\$4.97</u> \$54.57	dmin	Cost Totals	
	Qty.	Unit	Hours per Unit	Total Hours	Hours		Cest	Hours		Cost	Hours	Co	st	Cost	Comments
TASK 7 - BID PHASE SERVICES							_								
Development of Final Bid Package	0	each x	0	0	0	\$	-	0	\$		0	\$	•	\$	No change
Contractor inquiry response, pre-bid mtg attendance, bid r	0	each x	0	0	0	5		0	\$	•	0	\$	•	\$	No change
	Bid P	hase Se	rvices Total	0										\$	-
							т	DTAL LU	MP SU	M AMOL	INT (Tas	ks 1-7 a	bove)	\$ 53,160	.87 Total Lump Sum Amount
Limiting Amount Tasks:														And and and an entering a	
TASK 8 - POST DESIGN SERVICES															
Post Design Services					0	\$	•	0	\$	4	0	\$	-	\$	No change
								TOT		TING AN	IOUNT (1	Task 8 a	bove)	\$	- Total Limiting Amount
							TC	TAL CO	NTRAC	TAMOL	INT (Tas	ks 1-8 a	bove)	\$ 53,160	.87 Total Contract Amount

Contract No. CM2499-A2-WA08

Contract Tracking No.: CM2499-A2

## SECOND AMENDMENT TO THE CONTINUING CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES FOR NASSAU COUNTY, FLORIDA

THIS AMENDMENT entered into this 15 day of December , 20<sup>21</sup> by and between the BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "County" and ELTONALAN, INC., a Florida Profit Corporation, whose principal office address is located at 3653 Regent Blvd., Unit 606, Jacksonville, Florida 32224, hereinafter referred to as "Consultant".

WHEREAS, the parties entered into the Continuing Contract for Professional Engineering Services for Nassau County, Florida, hereinafter referred to as "Contract", dated January 8, 2018; and

WHEREAS, the Contract provided for an initial term of three (3) years beginning January 8, 2018 and ending January 7, 2021, with an option to extend in one (1) year increments upon mutual agreement between the Consultant and the County; and

WHEREAS, on or about December 22, 2020, the parties entered into the First Amendment to the Continuing Contract for Professional Engineering Services for Nassau County, Florida extending the term of the Contract for one (1) year beginning on January 8, 2021 and ending on January 7, 2022; and

1

### Contract No. CM2499-A2-WA08

### Contract Tracking No.: CM2499-A2

WHEREAS, Engineering Services believes it to be in the best interest of the County to extend the term of the Contract for an additional one (1) year period beginning January 8, 2022 and ending January 7, 2023.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

- In accordance with the terms of the Contract, the performance period is hereby extended for an additional one (1) year period beginning January 8, 2022 and ending January 7, 2023.
- All other provisions of said Contract not in conflict with this Amendment shall remain in full force and effect.

BOARD OF COUNTY COMMISSIONERS NASSAU COUNTY, FLORIDA

Taco E. Pope, AICP

Taco E. Pope, AICP, County Manager Its: Designee Date:

EltonAlan, Inc.

Mike Holcomb

By:	Mike Holcomb					
Its:	CEO					
Date	12/20/2021					

2



NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS 96135 Nassau Place, Suite 6 Yulee, Florida 32097 John Martin Aaron C. Bell Jeff Gray Thomas R. Ford Klynt Farmer Dist. No. 1 Fernandina Beach Dist. No. 2 Amelia Island Dist. No. 3 Yules Dist. No. 4 Bryceville/Hilliard Dist. No. 5 Callahan/West Yulee

JOHN A. CRAWFORD Ex-Officio Clerk

MICHAEL S. MULLIN County Attorney

TACO E. POPE, AICP County Manager

# E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

Project Name: Pratt Siding Final Design

Bid No./Contract No.: CM2499

### **DEFINITIONS:**

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

"E-Verify System" means an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

Effective January 1, 2021, Contractors, shall register with and use the E-Verify System in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with Nassau County. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with Nassau County; and

#### (904) 530-6100

#### An Affirmative Action / Equal Opportunity Employer

- c) Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Florida Statutes, "Employment Eligibility", as amended from time to time. This includes, but is not limited to, registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. The Contractor shall also execute the attached affidavit (Exhibit "A") attesting that the Contractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract; and
- d) Contractor shall also require all subcontractors to execute the attached affidavit (Exhibit "B") attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

### CONTRACT TERMINATION:

- a) If Nassau County has a good faith belief that a person or entity with which it is contracting has knowingly violated §448.09(1), Florida Statutes, the contract shall be terminated.
- b) If Nassau County has a good faith belief that a subcontractor knowingly violated §448.095(2), but the Contractor otherwise complied with §448.095(2), Florida Statutes, shall promptly notify the Contractor and order the Contractor to immediately terminate the 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.
- e) If the contract is terminated for a violation of the Statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

### EXHIBIT "A"

### CONTRACTOR E-VERIFY AFFIDAVIT

hereby certify that \_\_\_\_\_\_ (Contractor Company Name) does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of EltonAlan (Contractor Company Name) proof of registration, in the E-Verify system is attached to this Affidavit.

10/20/2022

Print Name: Michael E. Holcomb

Date:

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of physical presence or \_online notarization, this 20 (Date) by <u>Michael Holcomb</u> (Name of Officer or Agent, Title of Officer or Agent) of <u>Eiton Anan</u> (Name of Contractor Company Acknowledging), a <u>FL</u> (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced \_\_\_\_\_\_ as identification.

Notary Public

My Commission Expires:



RACHEL LEWIS Commission # GG 941552 Expires April 19, 2024 Jonded Thru Budget Notary Services טענעסוטוו בוויפוטאי וט. דט וביסט-בעשב-ייו טט-בטאר-טשעבאשרטר אסא

Contract No. CM2499-A2-WA08

ACORD CERTIFICATE OF LIABILITY INSURANCE								DATE (MM/DD/YYYY) 9/2/2022	
THIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMAT BELOW. THIS CERTIFICATE OF IN REPRESENTATIVE OR PRODUCER, A	SURANCE	R NEGATIVELY AMI E DOES NOT CONS CERTIFICATE HOLDE	END, EXTE TITUTE A ( R.	ND OR ALT	ER THE CO	OVERAGE AFFORDED THE ISSUING INSURE	BY THE R(S), AU	POLICIES	
IMPORTANT: If the certificate holder If SUBROGATION IS WAIVED, subjection	t to the te	erms and conditions	of the poli	cy, certain p	olicies may	NAL INSURED provisio require an endorseme	ns or be nt. A sta	endorsed atement or	
this certificate does not confer rights	to the cer	tificate holder in lieu	of such en		5).				
Baldwin Krystyn Sherman Partners LL	C		NAME:		high start	TEAY			
4233 Pablo Professional Court Ste 201 Jacksonville FL 32224				PHONE [A/C, No, Ext]: [A/C, No]: 904-28					
				E-MAIL ADDRESS: certificates@bks-partners.com					
acksonville FL 32224					-	RDING COVERAGE		NAIC #	
				INSURER A : Admiral Insurance Company					
sured ItonAlan, Inc.			INSURE	INSURER B : Continental Casualty Company					
450 St. Johns Bluff Rd. N.			INSURE	RC: Auto-Ow	iners Insurar	ice Company		18988	
acksonville FL 32225			INSURE	RD: Insuranc	e Company	of the West		27847	
			INSURE	RE:					
			INSURE	RF:					
		E NUMBER: 6151106				<b>REVISION NUMBER:</b>			
THIS IS TO CERTIFY THAT THE POLICIES INDICATED. NOTWITHSTANDING ANY RE CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	EQUIREME PERTAIN,	THE INSURANCE AFF	ORDED BY	Y CONTRACT	OR OTHER	DOCUMENT WITH RESPI	ECT TO V	VHICH THIS	
R TYPE OF INSURANCE	ADDL SUBR			POLICY EFF	POLICY EXP		TS		
X COMMERCIAL GENERAL LIABILITY	INSD WVD	6075942061		(MM/DD/YYYY) 4/2/2022	(MM/DD/YYYY) 4/2/2023	EACH OCCURRENCE	\$ 1,000,	000	
CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,00		
						MED EXP (Any one person)	\$ 15,000		
						PERSONAL & ADV INJURY	\$ 1,000.	The second secon	
GEN'L AGGREGATE LIMIT APPLIES PER:									
V PPO.						GENERAL AGGREGATE	\$ 2,000,		
						PRODUCTS - COMP/OP AGG	\$ 2,000,		
AUTOMOBILE LIABILITY		52 700000 00		4/0/0000	4/0/0000	Project Agg Cap COMBINED SINGLE LIMIT	\$ 1,000,		
X ANY AUTO		53-798060-00		4/2/2022	4/2/2023	(Ea accident)	-	000	
OWNED						BODILY INJURY (Per person)	\$		
AUTOS ONLY AUTOS						BODILY INJURY (Per accident PROPERTY DAMAGE			
X AUTOS ONLY X NON-OWNED AUTOS ONLY		1				(Per accident)	\$	-	
	_						\$		
						EACH OCCURRENCE	5		
EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$		
WORKERS COMPENSATION							\$		
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		WFL 5065935 00		6/1/2022	6/1/2023	X PER OTH-		-	
ANYPROPRIETOR/PARTNER/EXECUTIVE	N/A					E.L. EACH ACCIDENT	\$ 1,000,	000	
(Mandatory in NH) If yes, describe under						E.L. DISEASE - EA EMPLOYE	E \$ 1,000,	000	
DESCRIPTION OF OPERATIONS below						EL DISEASE - POLICY LIMIT		and the second se	
Inland Marine Incl Valuable Paper Pollution Liebility		6075942061 FEI-ECC-25192-04		4/2/2022 4/2/2022	4/2/2023 4/2/2023	Equipment/Val Papers Each Claim/Aggregate		123 /\$100,00 /\$2MM	
ERTIFICATE HOLDER	oners is in	cluded as Additional Ir	CANC SHO THE	ELLATION	THE ABOVE D		CANCELL	ED BEFOR	
96131 Nassau Place Yulee FL 32097				AUTHORIZED REPRESENTATIVE					

The ACORD name and logo are registered marks of ACORD



# **CNA PARAMOUNT**

# Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. WHO IS AN INSURED is amended to include as an Insured any person or organization whom you are required by written contract to add as an additional insured on this coverage part, but only with respect to liability for bodily injury, property damage or personal and advertising injury caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
  - A. in the performance of your ongoing operations subject to such written contract; or
  - B. in the performance of your work subject to such written contract, but only with respect to bodily injury or property damage included in the products-completed operations hazard, and only if:
    - 1. the written contract requires you to provide the additional insured such coverage; and
    - 2. this coverage part provides such coverage.
- II. But if the written contract requires:

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- A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
- B. additional insured coverage with "arising out of" language; or
- C. additional insured coverage to the greatest extent permissible by law;

then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by written contract to add as an additional insured on this coverage part, but only with respect to liability for bodily injury, property damage or personal and advertising injury arising out of your work that is subject to such written contract.

- III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
  - A. coverage broader than required by the written contract; or
  - B. a higher limit of insurance than required by the written contract.
- IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury**, **property damage**, or **personal and advertising injury** arising out of:
  - A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
    - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
    - 2. supervisory, inspection, architectural or engineering activities; or
  - **B.** any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- V. Under COMMERCIAL GENERAL LIABILITY CONDITIONS, the Condition entitled Other Insurance is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this coverage part:

CNA75079XX (10-16) Page 1 of 2 CONTINENTAL CASUALTY COMPANY Insured Name: ELTONALAN INC. 
 Policy No:
 6075942061

 Endorsement No:
 7

 Effective Date:
 04/02/2021

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CNA	

# CNA PARAMOUNT

## Blanket Additional Insured - Owners, Lessees or **Contractors - with Products-Completed Operations Coverage Endorsement**

### **Primary and Noncontributory Insurance**

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a written contract requires the insurance provided by this policy to be:

- primary and non-contributing with other insurance available to the additional insured; or
- primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

The Condition entitled Duties In The Event of Occurrence, Offense, Claim or Suit is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

- give the Insurer written notice of any claim, or any occurrence or offense which may result in a claim;
- send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the claim; and
- make available any other insurance, and tender the defense and indemnity of any claim to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this coverage part. However, if the written contract requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a claim from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled DEFINITIONS is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this coverage part, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
  - 1. the bodily injury or property damage; or
  - the offense that caused the personal and advertising injury;

for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

Policy No: 6075942061 CNA75079XX (10-16) Endorsement No: 7 Page 2 of 2 Effective Date: 04/02/2021 CONTINENTAL CASUALTY COMPANY Insured Name: ELTONALAN INC.

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