

CS-23-010

Contract Tracking No. CM3481

CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT is entered into by and between the **Board of County Commissioners of Nassau County**, a political subdivision of the State of Florida, hereinafter referred to as the “County”, and DRMP, Inc. located at 8011 Belfort Parkway, Suite 200, Jacksonville, FL 32256, hereinafter referred to as the “Consultant”.

WHEREAS, the County desires to obtain professional services for Professional Construction Engineering Inspection Services on an “as needed” continuing basis, and said services are more fully described in the *Scope of Services*, attached hereto and incorporated herein as Exhibit “A”; and

WHEREAS, the Consultant desires to render certain professional services as described in Exhibit “A”, and has the qualifications, experience, staff and resources to perform those professional services; and

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

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

SECTION 1. Recitals.

1.1 The above recitals are true and correct and are incorporated herein, in their entirety, by this reference.

SECTION 2. Exhibits.

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2.1 The Exhibits listed below are the exhibits incorporated into and made part of this Contract:

- Exhibit A** SCOPE OF SERVICES;
- Exhibit B** NEGOTIATED FEE SCHEDULE;
- Exhibit C** COUNTY’S REQUEST FOR QUALIFICATIONS NC23-015-RFQ (“RFQ”), AS MODIFIED BY ADDENDA;
- Exhibit D** VENDOR’S RESPONSE DATED FEBRUARY 16, 2023, BUT ONLY TO THE EXTENT RESPONSIVE TO THE RFQ;
- Exhibit E** INSURANCE REQUIREMENTS; AND
- Exhibit F** FEDERAL PROVISIONS.

SECTION 3. Employment of the Consultant.

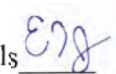
3.1 The County hereby agrees to engage the Consultant, and the Consultant hereby agrees to perform the professional services set forth in Exhibit “A”.

SECTION 4. Scope of Services.

4.1 The Consultant shall provide professional services in accordance with Exhibit “A”. The services shall be performed on an “as needed” basis per project and by written Notice to Proceed.

4.2 Services requested by the County or the County’s representative that are not set forth in Exhibit “A” shall be considered additional services. Any request for additional services and additional fees shall be mutually agreed upon by the parties in writing. This contract alone does not authorize the performance of any work or require the County to place any order for work. The Consultant shall commence the work in accordance with the issuance of a written Notice to Proceed issued by the County.

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SECTION 5. The County's Responsibility.

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

5.2 The County hereby designates the Nassau County, County Engineer, or designee, to act on the County's behalf under this Contract. The Nassau County, County Engineer, or designee, under the supervision of the County Manager, shall have complete authority to transmit instructions, receive information, interpret and define the County's policies and decisions with respect to materials, elements and systems pertinent to the provision of the Consultant's services.

SECTION 6. Term of Contract and Option to Extend or Renew.

6.1 The term of this Contract shall begin upon the execution of this Contract by all parties and shall terminate three (3) years from the date of execution. The term of this Contract may be extended in one (1) year increments, for up to two (2) additional years, with no changes in terms or conditions, upon mutual written agreement between the Consultant and the County. The County Manager is hereby authorized to execute any contract renewal, amendment, and/or modification upon approval by the County Attorney's Office. Any extension or amendment to this Contract shall be subject to availability of funds of the County as set forth in Section 11 hereinbelow.

6.2. In the event that this Contract is continued beyond the term provided above by mutual consent of the parties and not reduced to writing, this Contract shall be carried out on a month-to-month basis and shall not constitute an implied renewal of the Contract. Said month-

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to-month extension shall be upon the same terms of the Contract and at the compensation and payment provided herein.

SECTION 7. Compensation.

7.1 The Consultant shall be compensated in an amount not to exceed Two Million Dollars and 00/100 (\$2,000,000.00), in accordance with Exhibit “B”. No payment shall be made without a proper County Notice to Proceed.

7.2 The Consultant shall prepare and submit to the Nassau County, County Engineer, for approval, an invoice for the services rendered, with a copy provided to the Capital Projects Management Administrative Coordinator, tgivens@nassaucountyfl.com, and the Capital Projects Management Director, ralbury@nassaucountyfl.com with a copy to invoices@nassaucountyfl.com. Invoices for services shall be paid in accordance with the Florida Prompt Payment Act found at Section 218.70, Florida Statutes. 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. The County reserves the right to withhold payment to the Consultant for failure to perform the work in accordance with the provisions of this Contract, and the County shall promptly notify the Consultant in writing if any invoice or report is found to be unacceptable and will specify the reasons therefor. The Consultant shall have thirty (30) days to cure any failure upon written notice. Consultant shall honor all purchase orders or work authorizations issued prior to the expiration of the term of this Contract.

7.3 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.

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7.4 Final Invoice: Consultant shall submit to County Consultant's final/last billing to County clearly marked as "Final Invoice." Submittal of the Final Invoice by Consultant to County shall indicate that all services have been performed by Consultant and that all charges and costs have been invoiced by the Consultant to County and that there is no further work to be performed and no further invoices to be submitted under this Contract.

SECTION 8. Standard of Care.

8.1 The 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. In the County's sole discretion, upon request by the County, the Consultant shall, at no additional cost to the County, re-perform services which in the sole discretion of the County do not meet the foregoing standard of care.

SECTION 9. Equal Opportunity Employment.

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

SECTION 10. Access to Premises.


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

SECTION 11. Funding.

11.1 The County's performance and obligation under this Contract is contingent upon an annual appropriation by the Board of County Commissioners for subsequent fiscal years and is subject to termination based on lack of funding.

SECTION 12. Expenses.

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12.1 The Consultant shall be responsible for all expenses incurred while performing the services under this Contract including, but not limited to, license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses and other compensation paid to the Consultant's agents, if any, hired by the Consultant to complete the work under this Contract.

SECTION 13. Taxes, Liens, Licenses and Permits.


13.1 The Consultant recognizes that the County, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Contract. As such, the Consultant shall refrain from including taxes in any billing. The Consultant is placed on notice that this exemption generally does not apply to nongovernmental entities, contractors, or subcontractors. Any questions regarding this tax exemption shall be addressed to the County Manager.

13.2 The Consultant shall secure and maintain all licenses and permits required to perform the services under this Contract and to pay any and all applicable sales or use tax, or any other tax or assessment which shall be imposed or assessed by any and all governmental authorities, required under this Contract, and to meet all federal, state, county and municipal laws, ordinances, policies and rules.

13.3 The Consultant acknowledges that property being improved that is titled to the County, shall not be subject to a lien of any kind for any reason. The Consultant shall include notice of such exemptions in any subcontracts and purchase orders issued under this Contract.

SECTION 14. Governing Law, Venue and Compliance with Laws.

14.1 This Contract shall be deemed to have been executed and entered into within the State of Florida and any dispute arising hereunder, shall be governed, interpreted and construed

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according to the laws of the State of Florida, the Ordinances of Nassau County, and any applicable federal statutes, rules and regulations. Any and all litigation arising under this Contract shall be brought in Nassau County, Florida, and any trial shall be non-jury. Any mediation, pursuant to litigation, shall occur in Nassau County, Florida.

14.2 The Consultant shall comply with applicable regulatory requirements including federal, state, and local laws, rules, regulations, codes, orders, criteria and standards.

SECTION 15. Modifications.

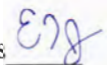
15.1 The terms of this Contract may be modified only upon the written and mutual consent of both parties, and approval by appropriate legal authority in the County.

SECTION 16. Assignment and Subcontracting.

16.1 The Consultant shall not assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the County.

16.2 In order to assign this Contract, or to subcontract any of the work requirements to be performed, the Consultant shall ensure and provide assurances to the County, that any subcontractor selected for work under this Contract has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Contract. The Consultant shall provide the County with the names of any subcontractor considered for work under this Contract; the County reserves the right to reject any subcontractor whose qualifications or performance, in the County’s sole discretion, are insufficient. The Consultant shall be responsible for all work performed and all expenses incurred with the project. Any subcontract arrangements shall be evidenced by a written document available to the County upon request. The Consultant further agrees that the County shall not be liable to any subcontractor for any expenses or liabilities

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incurred under the subcontract. The Consultant, at its expense, shall defend the County against such claims.

16.3 The Consultant shall make payments to any of its subcontractors within seven (7) working days after receipt of full or partial payments from the County in accordance with Section 287.0585, Florida Statutes, unless otherwise stated in the contracts between the Consultant and subcontractors. The Consultant's failure to pay its subcontractor(s) within seven (7) working days shall result in a penalty charged against the Consultant and paid to the subcontractors in the amount of one-half of one percent (0.50%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to the actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

SECTION 17. Severability.

17.1 If any section, subsection, sentence, clause, phrase, or portion of this Contract is, for any reason, held invalid, unconstitutional, or unenforceable by any Court of Competent Jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 18. Termination for Default.

18.1 If the Consultant fails to perform any of its obligations under this Contract, and if such default remains uncured for a period of more than fifteen (15) days after notice thereof was given in writing by the County to the Consultant, then the County may, without prejudice to any right or remedy the County may have, terminate this Contract.

18.2 Upon termination of this Contract, the Consultant shall immediately (1) stop work on the date specified; (2) terminate and settle all orders and subcontracts relating to the performance of the terminated work; (3) transfer all work in process, completed work, and other

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materials related to the terminated work to the County; (4) render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

SECTION 19. Termination for Convenience.

19.1 The County reserves the right to terminate this Contract in whole or part by giving the Consultant written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of written notice of termination from the County, the Consultant shall only provide those services and/or materials specifically approved or directed by the County. All other rights and duties of the parties under the Contract shall continue during such notice period, and the County shall continue to be responsible to the Consultant for the payment of any obligations to the extent such responsibility has not been excused by breach or default of the Consultant. The Consultant shall promptly contact the County to make arrangements to render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

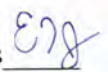
SECTION 20. Nondisclosure of Proprietary Information.

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

SECTION 21. Contingent Fees.

21.1 The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure

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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 the Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract.

SECTION 22. Ownership of Documents.


22.1 The Consultant shall be required to work in harmony with other County 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 the County.

SECTION 23. Force Majeure.

23.1 Neither party of this Contract shall be liable to the other for any cost or damages if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not restricted to, acts of nature, fires, quarantine restrictions, strikes and freight embargoes. In all cases, the failure to perform shall be totally beyond the control and without any fault or negligence of the party.

23.2 In the event of delay from the foregoing causes, the party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the party's performance obligation under this Contract. If the delay is excusable under this section, the delay shall not result in any additional charge or cost under the Contract to either party. In the case of any delay that the Consultant believes is excusable under this section, the Consultant shall notify the County in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the

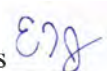
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Consultant could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date the Consultant first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE THE CONSULTANT'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this section is a condition precedent to such remedy. The County, in its sole discretion, shall determine if the delay is excusable under this section and shall notify the Consultant of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the County. The Consultant shall not be entitled to an increase in the Contract price or payment of any kind from the County for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this section, after the causes have ceased to exist, the Consultant shall perform at no increased cost, unless the County determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the County, in which case, the County may do any or all of the following: (1) accept allocated performance or deliveries from the Consultant, provided that the Consultant grants preferential treatment to the County with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by the Consultant for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Contract quantity; or (3) terminate the Contract in whole or in part.

SECTION 24. Access And Audits of Records.

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24.1 The Consultant shall maintain adequate records to justify all charges, expenses, and costs incurred in providing the services and materials for at least three (3) years after completion of work contemplated under this Contract. The County and the County Clerk of Court shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours upon five (5) days' written notice to the Consultant.


SECTION 25. Independent Consultant Status.


25.1 The Consultant shall perform the services under this Contract as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Contract shall be interpreted or construed to constitute the Consultant or any of its agents or employees to be an agent, employee or representative of the County.

25.2 The Consultant and the County agree that during the term of this Contract: (a) the Consultant has the right to perform services for others; (b) the Consultant has the right to perform the services required by this Contract; and (c) the Consultant has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Contract.

SECTION 26. Indemnification.

26.1 The Consultant shall indemnify and hold harmless the County and its agents and employees from all claims, liabilities, damages, losses, expenses and costs, including attorney's fees, arising out of or associated with or caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant or any persons employed or utilized by the Consultant, in the performance of this Contract. The Consultant shall, at its own expense, defend any and all such

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actions, suits, or proceedings which may be brought against the County in connection with the Consultant's performance under this Contract.

SECTION 27. Insurance.

27.1 The Consultant shall provide and maintain at all times during the term of this Contract, without cost or expense to the County, such commercial (occurrence form) or comprehensive general liability, workers compensation, professional liability, and other insurance policies as detailed in Exhibit "E". The policy limits required are to be considered minimum amounts.


27.2 The Consultant shall provide to the County a Certificate of Insurance for all policies of insurance and renewals thereof in a form acceptable to the County. Said certificates shall provide that the Nassau County Board of County Commissioners is an additional insured, and that the County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action with the exception of ten (10) days for non-payment. All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.

SECTION 28. Dispute Resolution Process.

28.1 In the event of a dispute regarding the interpretation of the terms of this Contract, the County, in its sole discretion, may elect to use the dispute resolution process as set forth in this section.

28.2 In the event the County elects to use the dispute resolution process under this

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section, the County shall send a written communication to the Consultant pursuant to Section 35 hereinbelow. The written notification shall set forth the County's interpretation of the terms of this Contract.

28.3 The County shall then set a date and time for the parties to meet with the County Manager or designee. This meeting shall be set no more than twenty (20) days from the date that the written communication was sent to the Consultant. The Consultant may submit a written response to the County's written communication no less than five (5) days prior to the meeting with the County Manager or designee.

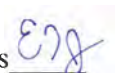
28.4 If no satisfactory resolution as to the interpretation of the Contract terms reached at the meeting with the County Manager or designee, then the parties may elect to submit the dispute to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Consultant. The Consultant shall not stop work during the pendency of the dispute resolution or mediation process as set forth in this section.

SECTION 29. E-Verify.

29.1 Pursuant to the requirements of Section 448.095, Florida Statutes, the Consultant, and any subcontractor thereof, shall register and use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the work authorization status of all new employees of the contractor or subcontractor.

29.2 If the Consultant enters into a contract with a subcontractor, the subcontractor must provide the Consultant with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Consultant shall maintain a copy of such affidavit for the duration of this Contract.

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29.3 If the County has a good faith belief that a subcontractor knowingly violated this Section, but the Consultant otherwise complied with this Section, then the County shall promptly notify the Consultant and order the Consultant to immediately terminate this Contract with the subcontractor.

29.4 A contract terminated under this Section is not a breach of contract and may not be considered as such. If the County terminates this Contract with the Consultant under this Section, the Consultant may not be awarded a public contract for at least 1 year after the date on which this Contract was terminated. A Consultant is liable for any additional costs incurred by the County as a result of the termination of this Contract.

29.5 The County, Consultant, or subcontractor may file a cause of action with a circuit or county court to challenge a termination under Section 29.4 no later than 20 calendar days after the date on which this Contract was terminated.

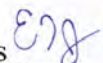
SECTION 30. Public Records.

30.1 The County is a public agency subject to Chapter 119, Florida Statutes. **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6090, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, SUITE 6, YULEE, FLORIDA 32097.** Under this Contract, to the extent that the Consultant is providing services to the County, and pursuant to Section 119.0701, Florida Statutes, the Consultant shall:

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- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County’s custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in 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 Consultant does not transfer the records to the County.
- d. Upon completion of the Contract, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of the Contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically shall be provided to the County, upon request from the County’s custodian of public records, in a format that is compatible with the information technology systems of the County.

30.2 A request to inspect or copy public records relating to the County’s contract for materials shall be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Consultant of the request, and the Consultant

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shall provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

30.3 If the Consultant does not comply with the County's request for records, the County shall enforce the Contract provisions in accordance with the Contract.

30.4 If the Consultant fails to provide the public records to the County within a reasonable time, the Consultant may be subject to penalties under Section 119.10, Florida Statutes.

30.5 If a civil action is filed against the Consultant to compel production of public records relating to the Contract, the Court shall assess and award against the Consultant the reasonable costs of enforcement, including reasonable attorney fees if:

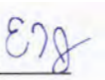
- a. The Court determines that the Consultant unlawfully refused to comply with the public records request within a reasonable time; and
- b. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Consultant has not complied with the request, to the County and to the Consultant.

30.6 A notice complies with Section 30.5 b. hereinabove, if it is sent to the County's custodian of public records and to the Consultant at the Consultant's address listed on its Contract with the County or to the Consultant's registered agent. Such notices shall be sent pursuant to Section 35 hereinbelow.

30.7 If the Consultant complies with a public records request within eight (8) business days after the notice is sent, the Consultant is not liable for the reasonable costs of enforcement.

SECTION 31. Disclosure Of Litigation, Investigations, Arbitration or Administrative Decisions.

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31.1 During the term of this Contract, or any extension thereto, the Consultant shall have the continued duty to disclose to the County Attorney, in writing, upon occurrence, all civil or criminal litigation, arbitration, mediation, or administrative proceeding involving the Consultant. If the existence of the proceeding causes the County concerns that the Consultant's ability or willingness to perform this contract is jeopardized, the Consultant may be required to provide the County with reasonable written assurance to demonstrate the Consultant can perform the terms and conditions of the Contract.

SECTION 32. Public Entity Crimes.

32.1 In accordance with Section 287.133, Florida Statutes, the Consultant certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date of this Contract.

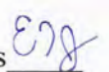
SECTION 33. Anti-Discrimination.

33.1 The Consultant agrees that it will not discriminate in employment, employee development, or employee advancement because of religious or political opinions or affiliations, race, color, national origin, sex, age, physical handicap, or other factors, except where such factor is a bonified occupational qualification or is required by State and/or Federal Law.

SECTION 34. Advertising.

34.1 The Consultant shall not publicly disseminate any information concerning this Contract without prior written approval from the County, including but not limited to, mentioning the Contract in a press release or other promotional material, identifying the County as a reference, or otherwise linking the Consultant's name and either description of this Contract

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or the name of the County in any material published, either in print or electronically, to any entity that is not a party this Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

SECTION 35. Notices.

35.1 All notices, demands, requests for approvals or other communications given by the parties to another in connection with this Contract shall be in writing, and shall be sent by registered or certified mail, postage prepaid, return receipt requested, or overnight delivery service (such as federal express), or courier service or by hand delivery to the office of each party indicated below:

County: Nassau County
Attn: Nassau County, County Engineer
96135 Nassau Place, Suite 1
Yulee, Florida 32097

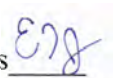
Consultant: DRMP, Inc.
Attn: Project Manager
8001 Belfort Parkway, Suite 200
Jacksonville, Florida 32256

SECTION 36. Attorney's Fees.

36.1 Notwithstanding the provisions of Section 30 hereinabove, in the event of any legal action to enforce the terms of this Contract each party shall bear its own attorney's fees and costs.

SECTION 37. Authority to Bind.

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37.1 The Consultant represents and warrants that the Consultant's undersigned representative if executing this Contract of behalf of a partnership, corporation or agency has the authority to bind the Company to the terms of this Contract.

SECTION 38. Conflicting Terms, Representations and No Waiver of Covenants or Conditions.

38.1 In the event of any conflict between the terms of this Contract and the terms of any exhibits, the terms of this Contract shall prevail.

38.2 All representations, indemnifications, warranties and guaranties made by the Consultant in this Contract, as well as all continuing obligations indicated in this Contract, shall survive final payment and termination or completion of this Contract.


38.3 The failure of either party to insist on strict performance of any covenant or condition herein, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance.

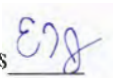
38.4 The Consultant warrants that any goods provided by the Consultant under this Contract shall be merchantable. All goods provided shall be of good quality within the description given by the County, shall be fit for their ordinary purpose, shall be adequately contained and packaged with the description given by the County, shall conform to the agreed upon specifications, and shall conform to the affirmations of facts made by the Consultant or on the container or label.

SECTION 39. Construction of Contract.

39.1 The parties hereby acknowledge that they have fully reviewed this Contract and any exhibits and have had the opportunity to consult with legal counsel of their choice, and that this Contract shall not be construed against any party as if they were the drafter of this Contract.

SECTION 40. Headings.

Initials 

Initials 

40.1 The section headings and captions of this Contract are for convenience and reference of the parties and in no way define, limit or describe the scope or intent of this Contract or any part thereof.

SECTION 41. Entire Agreement and Execution.

41.1 This Contract, together with any exhibits, constitutes the entire Contract between the County and the Consultant and supersedes all prior written or oral understandings.

41.2 This Contract may be executed in any number of counterparts; each executed counterpart hereof shall be deemed an original; and all such counterparts, when taken together, shall be deemed to constitute one and the same instrument.

SECTION 42. Change of Laws.

42.1 If there is a change in any state or federal law, regulation or rule or interpretation thereof, which affects this Contract or the activities of either party under this Contract, and either party reasonably believes in good faith that the change will have a substantial adverse effect on that party's rights or obligations under this Contract, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of this Contract. If the parties are unable to reach an agreement concerning the modification of this Contract within fifteen (15) days after the date of the notice seeking renegotiation, then either party may terminate this Contract by written notice to the other party. In such event, Consultant shall be paid its compensation for services performed prior to the termination date.

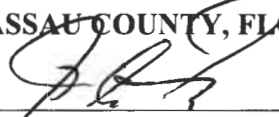
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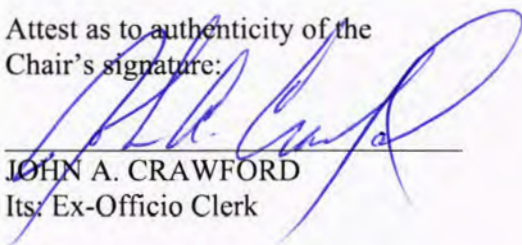
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IN WITNESS WHEREOF, the parties have executed this Contract which shall be deemed an original on the day and year last written below.

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

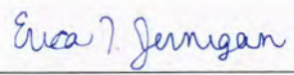

By: Klynt A. Farmer
Its: Chairman
Date: 10-9-23

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

DRMP, Inc.



By: Erica Jernigan

Its: Senior Vice President

Date: 8/29/2023

Initials JK

Initials EJG

Exhibit "A"

SCOPE OF SERVICES

2.1 OVERVIEW

The County intends to engage one or more qualified professional companies/firms to provide Professional Construction Engineering Inspection Services in Nassau County, Florida, on a continuing basis, for various projects. Professional services under this agreement/contract will be restricted to those required for any individual project for which construction costs will not exceed \$4 million and for any study activity for which fees will not exceed \$500,000.00.

Firms must have previous municipal experience and must have staff that possess a Florida Certificate of Registration as a professional engineer and surveyor, with a minimum of five (5) years of experience on technically complex projects in the State of Florida. Tasks and deliverables will be determined on a per project basis.

2.1.1 Professional Services to be provided may include, but are not limited to:

- Serve as liaison between County and Contractor
- Provide customer service to citizens of Nassau County regarding project specific inquiries
- Perform required field inspection
- Prepare required project documentation
- Prepare and review of pay applications
- Review of weekly certified payrolls
- Perform required wage rate interviews
- Review and prepare supplemental agreements
- Review and approve subcontractor agreement forms
- Review and prepare any claim requests
- Perform final inspection including all final documentation and all close-out documents

The projects may include, park and recreation facilities, storage buildings, parking garages, maintenance buildings, utility pipelines, underground utilities, water and wastewater treatment plants, marine facilities, seawalls, docks, fire stations, auditoriums, community centers, repair and maintenance inspection of bridges and roadways, including resurfacing and new construction, drainage structures and culverts, wind turbines, shade structures and office buildings.

2.2 Term of Agreement/Contract

The Term of this Agreement/Contract is expected to be for an initial period of three (3) years from the date of execution by both the County and the successful Firm.

Option to Renew for Two Additional One (1) Year Terms.

Prior to, or upon completion, of that initial term, the County shall have the option to renew this contract for two additional one (1) year periods. Continuation of the contract beyond the initial period, and any option subsequently exercised, is in the sole discretion of the County. The County will give the Contractor written notice of its intent whether to exercise the option no later than thirty (30) days before the end of the Contract's then-current term.

Prior to completion of each exercised contract term, the Firm or County may request an adjustment to hourly rates based on changes in the Consumer Price Index (CPI). Approval of any requests must be in writing, in the same formality as the original agreement.

It is the Consultant's responsibility to request any rate adjustment under this provision. For any adjustment to commence on the first day of any exercised option period, the Consultant's request for adjustment should be submitted 90 calendar days prior to expiration of the then current contract term. The Consultant's adjustment request should not be in excess of the relevant pricing index change, unless approved by County. If no adjustment request is received from the Consultant, the County will assume that the Consultant has agreed that the optional term may be exercised without rate adjustment. Any adjustment request received after the commencement of a new option period may not be considered.

2.3 Additional Information

Firm(s) shall provide all necessary labor, materials, equipment, reports and expertise required to provide the Services.

The County, on an as needed basis, will periodically issue work authorizations for specific projects and assignments to the Consultant(s).

The County may elect to have the selected Firm(s) provide all of these services, some of the services, or none of these services.

Firm(s) are not guaranteed any work by the County. Tasks and deliverables will be determined on a per project basis.

All projects will be coordinated with the County Manager and/or designee.

Firms must have previous municipal experience and must have staff that possess a Florida Certificate of Registration as a professional engineer, with a minimum of five (5) years of experience on technically complex projects in the State of Florida.

NEGOTIATED FEE SCHEDULE DRMP RATE SCHEDULE - FINAL

**NASSAU COUNTY
FLORIDA**



NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

**CONTINUING CONTRACT FOR
PROFESSIONAL CONSTRUCTION ENGINEERING
INSPECTION
SERVICES**

RFQ NO. NC23-015

NOTE: All rates within this package are to receive a 3% annual escalation.

DRMP, Inc.



Exhibit "A"
Nassau County CSC (RFQ NC23-015)

Administrative/Office Support	Rate	Environmental	Rate
Administrative Support I	\$75.00	Environmental Scientist I	\$80.00
Administrative Support II	\$85.00	Environmental Scientist II	\$90.00
Senior Administrative Support	\$120.00	Environmental Scientist III	\$115.00
Senior Administrative Supervisor	\$145.00	Chief Environmental Scientist	\$130.00
Administrative Department Manager	\$215.00	Senior Ecologist	\$210.00
Reproduction Support	\$95.00	GIS	
Information Systems I	\$95.00	GIS Technician	\$65.00
Information Systems II	\$155.00	GIS Analyst I	\$80.00
Graphic Design		GIS Analyst II	\$95.00
Graphic Designer I	\$90.00	GIS Analyst III	\$145.00
Graphic Designer II	\$155.00	GIS Project Manager	\$140.00
Technical Writing		GIS Senior Project Manager	\$185.00
Technical Writer I	\$75.00	Geomatics / Survey & Mapping	
Technical Writer II	\$120.00	2-Person Survey Crew	\$170.00
Engineering		3-Person Survey Crew	\$220.00
Engineering Technician I	\$85.00	4-Person Survey Crew	\$260.00
Engineering Technician II	\$125.00	Survey Technician I	\$55.00
Engineer I	\$110.00	Survey Technician II	\$75.00
Engineer II	\$120.00	Survey Technician III	\$94.00
Engineer III	\$170.00	Surveyor IV (PSM/PLS)	\$150.00
Engineer IV (PE)	\$205.00	Surveyor V (PSM/PLS)	\$180.00
Senior Engineer I (PE)	\$211.00	Surveyor VI (PSM/PLS)	\$220.00
Chief Engineer II (PE)	\$259.00	Surveyor VII Chief	\$275.00
Planning		LiDAR (Remote Sensing)	
Planner I	\$110.00	Unmanned Autonomous System UAS Operator	\$155.00
Planner II	\$120.00	Unmanned Autonomous System UAS Technician	\$95.00
Senior Planner I	\$140.00	UAS LiDAR Daily Rate (Equipment)	\$1,500.00
Senior Planner II	\$170.00	Ground Penetrating Radar (GPR) Services	
CEI		GPR Technician	\$120.00
Inspector I	\$65.00	2-Person GPR/Concrete Imaging Crew	\$185.00
Inspector II	\$80.00	Subsurface Utility Engineering (SUE)	
Senior Inspector I	\$95.00	1-Person Utility Designate	\$120.00
Senior Inspector II	\$110.00	2-Person Utility Designate/Locate Crew	\$185.00
Specialist (Materials, Contract, IT, etc.)	\$115.00	3-Person Vacuum Excavation SUE Crew	\$240.00
Project Administrator I	\$140.00	4-Person Vacuum Excavation SUE Crew	\$285.00
Project Administrator II	\$160.00	SUE Manager	\$180.00
Inspection Manager	\$190.00	Senior SUE Manager	\$220.00
Resident Engineer	\$225.00	Utility Locate Coordinator	\$150.00
NBIS - Bridge Inspection		Senior SUE Tech	\$120.00
NBIS Engineer	\$225.00		
NBIS Team Leader	\$150.00		
NBIS Team Member	\$90.00		
Public Relations			
Public Relations I	\$120.00		
Expert Witness			
Expert Witness Research	\$215.00		
Expert Witness Testimony	\$325.00		
Designers			
Designer I	\$123.00		
Designer II	\$133.00		
Designer III	\$170.00		

*AE Engineering,
Inc.*



**Reference Current Rates (Negotiated Early 2023)
Contract #: CM 3335**

2023 Nassau County - Standard Rates

Construction Engineering Inspection

Classification

- Senior Project Engineer
- Project Administrator
- Assistant Project Administrator
- Contract Support Specialist
- Senior Inspector
- Senior Landscape Inspector
- Inspector
- Building Inspector
- Landscape Inspector
- Clerical
- RCS
- Senior Building Inspector

*Ayres Associates,
Inc.*



Rate Schedule

Job Classification	Rate
Principal Engineer	\$ 241.54
Chief Engineer	\$ 212.38
Project Manager	\$ 183.46
Sr. Engineer	\$ 197.09
Engineer	\$ 163.44
Engineering Intern	\$ 128.58
Chief Utility Coordinator	\$ 147.01
Sr. SUE Technician	\$ 88.11
Sr. SUR Surveyor (PLS)	\$ 154.05
SUR Field Crew Supv	\$ 134.40
Sr. Certified Bridge Inspector	\$ 147.30
Sr. Underwater Certified Bridge Inspector	\$ 142.00
Certified Bridge Inspector	\$ 111.99
Assistant Bridge Inspector	\$ 77.11
Assistant Underwater Bridge Inspector	\$ 77.11
CEI Sr. Inspector	\$ 108.27
CEI Field Inspector II	\$ 86.01
Chief Designer	\$ 137.86
Design Intern	\$ 76.80
Sr. Planner	\$ 166.89
Landscape Architect	\$ 125.00
Secretary/Clerical	\$ 95.00

*NicNevol
Engineering
Services, Inc.*

NicNevol Standard Hourly Rates Schedule - CEI	
Job Class	Hourly Rate
CEI Contract Support Specialist	\$91.86
CEI Assistant Contract Support Specialist (CSS)	\$62.42
CEI Senior Project Engineer	\$203.26
CEI Project Administrator/CEI Project Engineer	\$140.85
CEI Assistant Project Administrator/Project Engineer	\$104.87
CEI Senior Inspector	\$87.02
CEI Inspector	\$64.77
CEI Inspector's Aide	\$52.81
CEI Secretary/Clerk Typist	\$54.52



Construction Materials Testing Fee Schedule

Item Description	Unit	Unit Cost
SOIL AND CONCRETE TESTING		
Earthwork Technician (Hourly)	Hour	\$65.00
Earthwork Technician (Hourly, Overtime)	Hour	\$97.50
Concrete Technician (Hourly)	Hour	\$65.00
Concrete Technician (Hourly, Overtime)	Hour	\$97.50
SENIOR TECHNICIAN		
Drilled Shaft Inspector	Hour	\$85.00
Auger Cast Pile Inspector	Hour	\$85.00
LABORATORY TESTING		
Proctors	Each	\$110.00
LBRs	Each	\$325.00
Top Soil		
Organic Content	Each	\$50.00
PH	Each	\$20.00
Percent Finer than #200 (75-micron)	Each	\$45.00
Sieve Analysis	Each	\$65.00
PH/Resistivity/Sulfates/Chlorides/Water	Each	\$225.00
Atterberg Limits	Each	\$85.00
Concrete Breaks	Each	\$13.00
Additional Concrete Early Breaks	Each	\$13.00
Concrete Beams	Each	\$40.00
Additional Concrete Beams	Each	\$40.00
ASPHALT INSPECTION		
Asphalt Technician - Plant	Hour	\$70.00
Asphalt Technician - Plant, Overtime	Hour	\$85.00
Asphalt Technician - Roadway	Hour	\$70.00
Asphalt Technician - Roadway, Overtime	Hour	\$85.00
Asphalt Coring (One-man crew and equipment)	Hour	\$110.00
PROFESSIONAL SERVICES		
Professional Engineer	Hour	\$160.00
Clerical	Hour	\$60.00

EXHIBIT "C"

COUNTY'S REQUEST FOR QUALIFICATIONS

**NASSAU COUNTY
FLORIDA**



NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

REQUEST FOR QUALIFICATIONS (RFQ)

**CONTINUING CONTRACT FOR
PROFESSIONAL CONSTRUCTION ENGINEERING
INSPECTION
SERVICES**

RFQ NO. NC23-015

PROPOSALS ARE DUE NOT LATER THAN

February 16, 2023 @ 10:00 A.M.

TABLE OF CONTENTS

SECTION 1	GENERAL INFORMATION
SECTION 2	SCOPE OF SERVICES
SECTION 3	FIRMS QUALIFICATIONS AND EXPERIENCE
SECTION 4	INSTRUCTIONS AND INFORMATION TO RESPONDENTS
SECTION 5	EVALUATION/SELECTION PROCESS
SECTION 6	CONTRACT PROCEDURES
SECTION 7	STANDARD CONTRACT TERMS FOR PROFESSIONAL SERVICES

ATTACHMENTS

ATTACHMENT "A"	ADDENDA ACKNOWLEDGMENT
ATTACHMENT "B"	STATEMENT OF NO BID
ATTACHMENT "C"	DRUG FREE WORKPLACE CERTIFICATE
ATTACHMENT "D"	PUBLIC ENTITY CRIMES SWORN STATEMENT
ATTACHMENT "E"	E-VERIFY AFFIDAVIT
ATTACHMENT "F"	INSURANCE REQUIREMENTS
ATTACHMENT "G"	APPLICABLE FEDERAL PROVISIONS
ATTACHMENT "H"	EXPERIENCE OF RESPONDER
ATTACHMENT "I"	DRAFT CONTRACT

SECTION 1: PROJECT INFORMATION

1.1 PURPOSE:

Pursuant to Florida Statutes Chapter 287.055 "Consultants' Competitive Negotiation Act", the Nassau County Board of County Commissioners (BOCC) County of Nassau (the "County") invites qualified engineering companies/firms to submit qualifications and experience for consideration to provide Professional Construction Engineering Inspection Services for various County projects in Nassau County, Florida,

SECTION 2: SCOPE OF SERVICES

2.1 OVERVIEW

The County intends to engage one or more qualified professional companies/firms to provide Professional Construction Engineering Inspection Services in Nassau County, Florida, on a continuing basis, for various projects. Professional services under this agreement/contract will be restricted to those required for any individual project for which construction costs will not exceed \$4 million and for any study activity for which fees will not exceed \$500,000.00.

Firms must have previous municipal experience and must have staff that possess a Florida Certificate of Registration as a professional engineer and surveyor, with a minimum of five (5) years of experience on technically complex projects in the State of Florida. Tasks and deliverables will be determined on a per project basis.

2.1.1 Professional Services to be provided may include, but are not limited to:

- Serve as liaison between County and Contractor
- Provide customer service to citizens of Nassau County regarding project specific inquiries
- Perform required field inspection
- Prepare required project documentation
- Prepare and review of pay applications
- Review of weekly certified payrolls
- Perform required wage rate interviews
- Review and prepare supplemental agreements
- Review and approve subcontractor agreement forms
- Review and prepare any claim requests
- Perform final inspection including all final documentation and all close-out documents

The projects may include, park and recreation facilities, storage buildings, parking garages, maintenance buildings, utility pipelines, underground utilities, water and wastewater treatment plants, marine facilities, seawalls, docks, fire stations, auditoriums, community centers, repair and maintenance inspection of bridges and roadways, including resurfacing and new construction, drainage structures and culverts, wind turbines, shade structures and office buildings.

2.2 Term of Agreement/Contract

The Term of this Agreement/Contract is expected to be for an initial period of three (3) years from the date of execution by both the County and the successful Firm.

Option to Renew for Two Additional One (1) Year Terms.

Prior to, or upon completion, of that initial term, the County shall have the option to renew this contract for two additional one (1) year periods. Continuation of the contract beyond the initial period, and any option subsequently exercised, is in the sole discretion of the County. The County will give the Contractor written notice of its intent whether to exercise the option no later than thirty (30) days before the end of the Contract's then-current term.

Prior to completion of each exercised contract term, the Firm or County may request an adjustment to hourly rates based on changes in the Consumer Price Index (CPI). Approval of any requests must be in writing, in the same formality as the original agreement.

It is the Consultant's responsibility to request any rate adjustment under this provision. For any adjustment to commence on the first day of any exercised option period, the Consultant's request for adjustment should be submitted 90 calendar days prior to expiration of the then current contract term. The Consultant's adjustment request should not be in excess of the relevant pricing index change, unless approved by County. If no adjustment request is received from the Consultant, the County will assume that the Consultant has agreed that the optional term may be exercised without rate adjustment. Any adjustment request received after the commencement of a new option period may not be considered.

2.3 Additional Information

Firm(s) shall provide all necessary labor, materials, equipment, reports and expertise required to provide the Services.

The County, on an as needed basis, will periodically issue work authorizations for specific projects and assignments to the Consultant(s).

The County may elect to have the selected Firm(s) provide all of these services, some of the services, or none of these services.

Firm(s) are not guaranteed any work by the County. Tasks and deliverables will be determined on a per project basis.

All projects will be coordinated with the County Manager and/or designee.

Firms must have previous municipal experience and must have staff that possess a Florida Certificate of Registration as a professional engineer, with a minimum of five (5) years of experience on technically complex projects in the State of Florida.

SECTION 3: FIRMS QUALIFICATIONS AND EXPERIENCE

The County is looking for Companies/Firms with sufficient experience to work in a collaborative framework with other team members, the public, elected officials and staff. The Firm must have qualified, licensed technical staff that have experience in and are familiar with governmental projects. Companies/Firms must have previous general engineering and municipal experience and must be licensed to practice Professional Engineering in the State of Florida, Florida State Statute 471, by the Board of Professional Regulation, with a minimum of five (5) years of experience on technically complex projects in Florida.

SECTION 4: INSTRUCTIONS AND INFORMATION TO RESPONDENTS

4.1 SCHEDULE OF SELECTION PROCESS/KEY DATES:

The County's intended schedule for this RFQ is tentative and subject to change: All times shown are Eastern Standard Time (EST).

Event	Date	Time
- RFQ Available on Planet Bids	January 5, 2023	
Deadline for Questions	February 1, 2023	by 4:00 p.m.
County Responses to Questions Posted to Planet Bids	February 8, 2023	
RFQ Responses Due Date/Time and RFQ Opening Date/Time	February 16, 2023	by 10:00 a.m.
Evaluation Committee (Evaluate/Rank Firms)	TBD	TBD
Interviews of Shortlisted Firms	TBD	TBD
BOCC Award/Approval	TBD	

4.2 SUBMISSION OF REQUEST FOR QUALIFICATIONS (RFQ): Proposals must be submitted to the County's eProcurement system, [PlanetBids Vendor Portal](#). The County will not accept proposals by facsimile, paper (hand-carry), email, or any other method. **Proposals must be received no later than the date and time specified in Section 4.1.** Any proposals received after this date and time will be rejected and considered non-responsive. Proposals will be publicly read and recorded at the office of the Ex-Officio Clerk, Nassau County on date and time specified in Section 4.1.

4.3 Respondents are directed to not contact evaluating committee members, County Commissioners, County departments or divisions until award has been made by the Board of County Commissioners. ALL QUESTIONS FROM RESPONDENTS MUST BE ADDRESSED IN WRITING AND SUBMITTED TO THE NASSAU COUNTY'S EPROCUREMENT SYSTEM, [PLANETBIDS VENDOR PORTAL](#)

4.4 ADDITIONAL INFORMATION/ADDENDA: Any ambiguity, conflict, discrepancy, omissions or other error discovered in this solicitation must be reported immediately and a request made for modifications or clarification. Request for additional information or clarifications must be made in writing and submitted to NASSAU COUNTY'S EPROCUREMENT SYSTEM, [PLANETBIDS VENDOR PORTAL](#) by the question deadline identified in Section 4.1.

The County will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the RFQ opening date. Respondents should not rely on any representations, statements or explanations other than those made in this solicitation or in any addendum to this solicitation. Where there appears to be a conflict between the RFQ and any addenda issued, the last addendum issued will prevail.

It is the Respondent's responsibility to be sure all addenda were received. The Respondent should verify with the designated contact person prior to submitting a proposal that all addenda have been received. Respondents are required to acknowledge the number of addenda received as part of their submission of the proposal. Respondents shall submit the Addendum Acknowledgment form attached hereto as Attachment "A".

4.5 PROPOSALS AND PRESENTATION COST: The County will not be liable in any way for any cost incurred by the Respondent in the preparation of their proposal in response to

this RFQ nor for the presentation of their proposals or participation in any discussions or negotiations.

- 4.6 RESPONSE FORMAT.** To facilitate and expedite review, the County asks that all Respondents 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.

The maximum length of the response is 50 pages, not including front cover, table of contents, dividers, the contents of "Tab 9" or back cover.

TAB 1 – Cover Letter

Provide a cover letter no longer than two (2) pages in length, signed by an authorized representative of your Firm that can legally bind the company and provide, his/her title, address, phone number, and email address. Provide a positive commitment to perform the required work. Proposer should also provide the primary contact person for this solicitation including his/her title, phone number, and email address. A table of contents should follow the cover letter.

TAB 2 – Table of Contents

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

TAB 3 – Team Organization, Experience and Qualifications

The Response shall provide information as to the qualifications and experience of all executives, managerial, legal, and professional personnel, including resumes citing experience with similar projects. Proposers should include:

- a. Provide a brief description of your Firm's organization, structure and philosophy.
- b. Provide Firm's years of experience and applicable project experience.
- c. Project Team. Identify and include qualifications and experience of individuals (include name, contact information, and services the individuals will provide) List any subcontractors that may be used as well.
- d. List any innovative technology-based capacities and examples, including but not limited to geospatial analysis tools, 3D modeling tools, publishing software, interactive online platforms, etc. that was utilized on prior projects.
- e. Knowledge of and compliance with state and local laws.

TAB 4 – Project Understanding, Approach and Methodology

Provide a comprehensive narrative, outline, and/or graph demonstrating the Firm's understanding and approach to accomplishing various projects outlined in the Section 2 - Scope of Services.

Describe the Firm's approach in developing cost estimates for each project and 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 Nassau County.

TAB 5 – References

Provide a minimum of three (3) examples of similar awards with applicable reference information. References should include the following information:

- Client name, address **AND** phone numbers, and e-mail addresses
- Description of all services provided
- Performance period
- Total contract value

The list of references for which similar work has been performed shall be included and the list shall include all similar contracts performed by the Respondent within the past five years. The evaluators will randomly select at least three of these references, but the evaluators reserve the right to contact all the references listed, if information from the three references contacted warrant further inquiry. The failure to list all similar contracts in the specified period may result in the rejection of the Respondent's proposal. The evaluators may check all public sources to determine whether Respondent has listed all contracts for similar work within the designated period. If the evaluators determine that references for other public contracts for similar contracts were not listed, the evaluators may contact the public entities to make inquiry into Respondent's performance of those contracts and the information obtained may be considered in evaluating Respondent's proposal.

TAB 6 – CURRENT WORKLOAD

In this section, list your Firm's current projects/workload and schedules for completion, and whether you are the prime or sub-consultant.

TAB 7 – TECHNOLOGY

Respondents should use this section to list any innovative strategies and creative processes that is used as a tool for successful project planning.

TAB 8 – HOURLY RATE SCHEDULE

This solicitation is being issued in accordance with Florida Statutes Chapter 287.055 "Consultants' Competitive Negotiation Act", and therefore price cannot and will not be a determining factor in the selection of the successful firm. The County will request hourly rates once the most qualified firm is selected. The County reserves the right to negotiate hourly rates. **DO NOT SUBMIT HOURLY RATES OR ANY PRICING DETAIL WITH RFQ RESPONSE.**

TAB 9 – Attachments/Administrative Information

All Attachment/Forms required by the RFQ shall be fully completed and executed by an authorized representative that can legally bind the Firm. Respondent shall submit all information in the above order. Failure to do so may diminish your score.

- 4.7 It is expressly understood that the Board's preference/selection of any proposal does not constitute an award of a Contract with the County. It is further expressly understood that no Contractual relationship exists with the County until a Contract has been formally executed by both the County, and the selected Firm. It is further understood, no Firm may seek or claim any award and/or reimbursement from the County for any expenses, costs, and/or fees (including attorneys' fees) borne by any Proposer, during the entire RFQ process. Such expenses, costs, and/or fees (including attorneys' fees) are the sole responsibility of the Proposer.

- 4.8 Public Entities Crimes.** A person or affiliate who has been placed on the convicted Vendors list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contactor, supplier, subcontractor, or Proposer 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 Statutes, Section 287.017, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted Vendor list. By signature on this solicitation and confirmation on the attached form, proposer certifies that they are qualified to do business with Nassau County in accordance with Florida Statutes.
- 4.9** The Firm, by submission of their proposal, warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Proposer to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or Firm other than a bona fide employee working solely for the Proposer any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of this provision, the County shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 5. EVALUATION/SELECTION PROCESS

- 5.1 Evaluation/Selection Committee.** The Procurement Director will facilitate the evaluation process. The evaluation/selection committee will be responsible for evaluating and ranking each Firm based upon the Request For Qualifications proposal submitted.
- 5.2** The Evaluation/Selection Committee shall evaluate the responses to the RFQ and rank the Firms based on the evaluation criteria contained herein. The Committee may select a short-list of up to five (5) top-ranked Firms.
- 5.3 Evaluation Criteria.** A 100-point formula scoring system will be utilized based upon the following criteria:

Criteria	Max Points
Corporate, Background and Experience	20
Project Understanding, Approach and Methodology	20
Team Firm, Experience and Certifications/Qualifications	30
Technology	20
References	10

- 5.4** The County reserves the right to make selections based on the submittals only or to request oral presentations or questions/answer sessions with the top ranked Firms before determining the final ranking.

- 5.5 If the County request 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.

SECTION 6. CONTRACT PROCEDURES

- 6.1 **Presentation to the Board:** The Procurement Department shall submit an agenda item for presentation to the Nassau County Board of County Commissioners requesting consideration and approval to award based on the recommendation of the evaluation committee according to the overall ranking and authorization to negotiate a contract with the top-ranked Firms.
- 6.2 **Competitive Negotiations:** Approval of the recommendation to award by the Nassau County Board of County Commissioners will constitute authorization to negotiate with the top-ranked Firm. The proposal package, signed by the successful proposer, along with documentation included in the proposal as required by this RFQ and other additional materials submitted by the proposer, and accepted by the County, shall be the basis for negotiation of a contract. Nassau County shall negotiate a contract with the top ranked Firms 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. During contract negotiations, the County will negotiate fee schedules with the goal of establishing standardized rates. The Board of County Commissioners will have final approval of the terms negotiated.
- 6.3 **Unable to Negotiate:** Should Nassau County be unable to negotiate a satisfactory contract with the top ranked Firm, negotiations with that Firm must be formally terminated. The County shall then undertake negotiations with the second ranked Firm. Failing accord with the second ranked Firm, the agency must terminate negotiations. The County shall then undertake negotiations with the third ranked Firm. Should the County be unable to negotiate a satisfactory contract with any of the selected Firms, the County shall 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 reserves the right to terminate all negotiations and reissue a new Request for Qualifications.

SECTION 7. STANDARD CONTRACT TERMS FOR PROFESSIONAL SERVICES

The contract that the County intends to use for award is attached as Attachment "I" for reference only. Any exceptions to this standard contract must be clearly indicated by return of the standard contract with the proposal, with exceptions clearly noted. The County has the right to require the selected respondent to sign the attached contract or to negotiate revisions to the contract language prior to execution of the contract, at its sole discretion. Modification or alteration of the documents contained in the solicitation or contract shall only be valid if mutually agreed to in writing by Consultant and the County.

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ATTACHMENT "A"
ADDENDA ACKNOWLEDGMENT

Acknowledgment is hereby made of receipt of addenda issued during the solicitation period. SOLICITATION NUMBER: NC22-015-RFQ	Addendum # _____ through # _____ Date:
Signature of Person Completing:	
Printed Name:	Title:

>>>Failure to submit this form may disqualify your response<<<

ATTACHMENT "B"
SWORN STATEMENT
UNDER FLORIDA STATUTE 287.133(3)(a) ON PUBLIC ENTITY CRIMES

TO BE RETURNED WITH BID

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for _____
2. This sworn statement is submitted by _____ (entity submitting sworn statement), whose business address is _____ and its Federal Employee Identification Number (FEIN) is _____. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)
3. My name is _____ (please print name of individual signing), and my relationship to the entity named above is _____.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
 - a) A predecessor or successor of a person convicted of a public entity crime; or
 - b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not to fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one of more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

Signature

Date

State of: _____

County of: _____

Sworn to (or affirmed) and subscribed before me by means of ___ physical presence or ___ online notarization, this _____ day of _____, 20___ by _____ who is ___ personally known to me or ___ produced _____ as identification.

Notary Public

My commission expires: _____

ATTACHMENT "C"
DRUG FREE WORKPLACE CERTIFICATE

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

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

[Remainder of the page intentionally blank.]

“As a person authorized to sign a statement, I certify that the above-named business, firm, or corporation complies fully with the requirements set forth herein.”

Authorized Signature

Date Signed

State of: _____

County of: _____

Sworn to (or affirmed) and subscribed before me by means of ___ physical presence or ___ online notarization, this _____ day of _____, 20___ by _____ who is ___ personally known to me or ___ produced _____ as identification.

Notary Public

My commission expires: _____

2013 and codified at 41 U.S.C. § 4712)

ENVIRONMENTAL COMPLIANCE

In performing under this Agreement, CONSULTANT shall comply with all of the federal environmental statutes, regulations, and executive orders listed below, as applicable:

1. The National Environmental Policy Act (42 U.S.C. § 4321 et seq.)
2. The Endangered Species Act (16 U.S.C. § 1531 et seq.)
3. Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801 et seq.)
4. Clean Water Act Section 404 (33 U.S.C. § 1344 et seq.)
5. The Migratory Bird Treaty Act (16 U.S.C. §§ 703-712); Bald and Golden Eagle Protection Act (16 U.S.C. § 668 et seq.), and Executive Order No. 13186, Responsibilities of Federal Agencies to Protect Migratory Birds
6. National Historic Preservation Act (54 U.S.C. § 300101 et seq.) and the Advisory Council on Historic Preservation Guidelines (36 CFR part 800)
7. Clean Air Act (42 U.S.C. § 7401 et seq.), Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.) (Clean Water Act), and Executive Order 11738 ("Providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts, grants or loans"). Violations must be reported to the County and the Regional Office of the Environmental Protection Agency (EPA) immediately upon discovery.
8. The Flood Disaster Protection Act (42 U.S.C. § 4002 et seq.)
9. Executive Order 11988 ("Floodplain Management") and Executive Order 11990 ("Protection of Wetlands")
10. Executive Order 13112 ("Invasive Species")
11. The Coastal Zone Management Act (16 U.S.C. § 1451 et seq.)
12. The Coastal Barriers Resources Act (16 U.S.C. § 3501 et seq.)
13. The Wild and Scenic Rivers Act (16 U.S.C. § 1271 et seq.)
14. The Safe Drinking Water Act (42 U.S.C. § 300 et seq.)
15. The Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.)
16. The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.)
17. Executive Order 12898 ("Environmental Justice in Minority Populations and Low-Income Populations")

18. Rivers and Harbors Act (33 U.S.C. § 407)
19. Marine Protection, Research and Sanctuaries Act (Pub. L. 92-532, as amended), National Marine Sanctuaries Act (16 U.S.C. § 1431 et seq.), and Executive Order 13089 (“Coral Reef Protection”)
20. Farmland Protection Policy Act (7 U.S.C. 4201 et seq.)
21. Fish and Wildlife Coordination Act (16 U.S.C. 661 et seq.)
22. Pursuant to 2 CFR §200.322, CONSULTANT must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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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 Yulee
Dist. No. 4 Bryceville/Hilliard
Dist. No. 5 Callahan/West Yulee

JOHN A. CRAWFORD
Ex-Officio Clerk

DENISE MAY
County Attorney

TACO E. POPE, AICP
County Manager

ATTACHMENT "E" E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

Project Name: _____

Bid No./Contract No.: _____

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

I 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 _____ (Contractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ (Date) by _____ (Name of Officer or Agent, Title of Officer or Agent) of _____ (Name of Contractor Company Acknowledging), a _____ (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

Printed Name

My Commission Expires: _____

EXHIBIT "B"

SUBCONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that _____ (Subcontractor 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 _____ (Subcontractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ (Date) by _____ (Name of Officer or Agent, Title of Officer or Agent) of _____ (Name of Contractor Company Acknowledging), a _____ (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

Printed Name

My Commission Expires: _____

ATTACHMENT "F"
GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS

COMMERCIAL GENERAL LIABILITY INSURANCE

The Contractor/Vendor shall purchase and maintain at the Contractor/Vendor's expense Commercial General Liability insurance coverage (ISO or comparable Occurrence Form) for the life of this Contract. Modified Occurrence or Claims Made forms are not acceptable.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Products & Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit (other than Products & Completed Operations) Applies Per Project	\$2,000,000

General liability coverage shall continue to apply to "bodily injury" and to "property damage" occurring after all work on the Site of the covered operations to be performed by or on behalf of the additional insureds has been completed and shall continue after that portion of "your work" out of which the injury or damage arises has been put to its intended use.

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

The Contractor/Vendor shall purchase and maintain at the Contractor/Vendor's expense Workers' Compensation and Employer's Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Part One – Workers' Compensation Insurance – Unlimited Statutory Benefits as provided in the Florida Statutes and

Part Two – Employer's Liability Insurance

Bodily Injury By Accident	\$500,000 Each Accident
Bodily Injury By Disease	\$500,000 Policy Limit
Bodily Injury By Disease	\$500,000 Each Employee

*If leased employees are used, policy must include an Alternate Employer's Endorsement

AUTOMOBILE LIABILITY INSURANCE

The Contractor/Vendor shall purchase and maintain at the Contractor/Vendor's expense Automobile Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Combined Single Limit – Each Accident	\$1,000,000
---------------------------------------	-------------

Covered Automobiles shall include any auto owned or operated by the insured Contractor/Vendor, insured Sub-Contractor/Vendor including autos which are leased, hired, rented or borrowed, including autos owned by their employees which are used in connection with the business of the respective Contractor/Vendor or Sub-Contractor/Vendor.

PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)

The Contractor/Vendor shall purchase and maintain at the Contractor/Vendor's expense Professional Liability insurance coverage for the life of this Contract.

If the contract includes a requirement for Professional Liability or Errors and Omissions insurance, the minimum amount of such insurance shall be as follows:

Each Occurrence/Annual Aggregate	\$1,000,000
----------------------------------	-------------

Contractor/Vendor shall require each of his Sub-Contractor/Vendors to likewise purchase and maintain at their expense Commercial General Liability insurance, Workers' Compensation and Employer's Liability coverage, Automobile Liability insurance and Professional Liability (as applicable) insurance coverage meeting the same limit and requirements as the Contractor/Vendors insurance.

Certificates of Insurance and the insurance policies required for this Agreement shall contain –

- **Endorsement that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to Nassau County Board of County Commissioners.**
- **Nassau County Board of County Commissioners must be named as an Additional Insured and endorsed onto the Commercial General Liability (CGL), Auto Liability policy (ies).**
 - **CGL policy Additional Insured Endorsement must include Ongoing and Completed**
- **Provision under General Liability, Auto Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of Nassau County Board of County Commissioners.**
- **Provision that policies, except Workers' Compensation, are primary and noncontributory.**

All Insurers must be authorized to transact insurance business in the State of Florida as provided by Florida Statute 624.09(1) and the most recent Rating Classification/Financial Category of the insurer as published in the latest edition of "Best's Key Rating Guide" (Property-Casualty) must be at least A- or above.

All of the above referenced Insurance coverage is required to remain in force for the duration of this Agreement and for the duration of the warranty period. Accordingly, at the time of submission of final application for payment, Contractor/Vendor shall submit an additional Certificate of Insurance evidencing continuation of such coverage.

If the Contractor/Vendor fails to procure, maintain or pay for the required insurance, Nassau County Board of County Commissioners shall have the right (but not the obligation) to secure same in the name of and for the account of Contractor/Vendor, in which event, Contractor/Vendor shall pay the cost thereof and shall furnish upon demand, all information that may be required to procure such insurance. Nassau County Board of County Commissioners shall have the right to back-charge Contractor/Vendor for the cost of procuring such insurance. The failure of Nassau County Board of County Commissioners to demand certificates of insurance and endorsements evidencing the required insurance or to identify any deficiency in Contractor/Vendors coverage based on the evidence of insurance provided by the Contractor/Vendor shall not be construed as a waiver by Nassau County Board of County Commissioners of Contractor/Vendor's obligation to procure, maintain and pay for required insurance.

The insurance requirements set forth herein shall in no way limit Contractor/Vendors liability arising out of the work performed under the Agreement or related activities. The inclusions, coverage and limits set forth herein are minimum inclusion, coverage and limits. The required minimum policy limits set forth shall not be construed as a limitation of Contractor/Vendor's right under any policy with higher limits, and no policy maintained by the Contractor/Vendor shall be construed as limiting the type, quality or quantity of insurance coverage that Contractor/Vendor should maintain. Contractor/Vendor shall be responsible for determining appropriate inclusions, coverage and limits, which may be in excess of the minimum requirements set forth herein.

If the insurance of any Contractor/Vendor or any Sub-Contractor/Vendor contains deductible(s), penalty(ies) or self-insured retention(s), the Contractor/Vendor or Sub-Contractor/Vendor whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(ies) or self-insured retention(s).

The failure of Contractor/Vendor to fully and strictly comply at all times with the insurance requirements set forth herein shall be deemed a material breach of the Agreement.

**ATTACHMENT "G"
FEDERAL PROVISIONS**

In performing under this Agreement, contractor shall comply with the following federal requirements, as applicable:

1. **Drug Free Workplace Requirements:** All contractors entering into Federal funded contracts over the simplified acquisition threshold (as defined at 41 U.S.C. § 134) must comply with the Drug Free Workplace Act of 1988 (41 U.S.C. 8102), which requires the contractor to take certain actions to provide a drug-free workplace.

2. **Davis-Bacon Act:** If applicable, the contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. §§ 3141-3144 and 3136-3148), and to require all of its contractors performing work under this Agreement to adhere to same. The CONSULTANT are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the CONSULTANT are required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the contractor shall place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation documents. The decision to award a contract shall be conditioned upon the acceptance of the wage determination. The CONSULTANT must report all suspected or reported violations of the Davis-Bacon Act to the County.

3. **Copeland Anti Kick Back Act:** CONSULTANT shall comply with all the requirements of the Copeland Anti-Kickback Act (18 U.S.C. § 874 and 40 U.S.C. § 3145, as supplemented by Department of Labor regulations at 29 CFR Part 3), which are incorporated by reference to this Agreement. CONSULTANT are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.

4. **Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701–3708):** Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. § 3702 of the Act, each CONSULTANT is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. **Debarment and Suspension (Executive Orders 12549 and 12689):** A contract award (see 2 CFR 180.220) must not be made under this Agreement to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR part 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The CONSULTANT shall certify compliance. The CONSULTANT further agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts, which

shall read as follows:

Applicants or bidders for a lower tier covered transaction (except procurement contracts for goods and services under \$25,000 not requiring the consent of the County and/or the applicable state or federal entity) are subject to 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)." In addition, applicants or bidders for a lower tier covered transaction for a subaward, contract, or subcontract greater than \$100,000 of Federal funds at any tier are subject to relevant statutes, including among others, the provisions of 31 U.S.C. 1352, as well as the common rule, "New Restrictions on Lobbying," published at 55 FR 6736 (February 26, 1990), including definitions, and the Office of Management and Budget "Governmentwide Guidance for New Restrictions on Lobbying," and notices published at 54 FR 52306 (December 20, 1989), 55 FR 24540 (June 15, 1990), 57 FR 1772 (January 15, 1992), and 61 FR 1412 (January 19, 1996).

6. **Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352):** CONSULTANTS that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The CONSULTANT shall certify compliance.
7. **501(c)(4) Entities:** The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 et seq.), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code that engages in lobbying activities, from receiving federal funds, including through an award, grant, and/or subgrant. CONSULTANT shall ensure that its CONSULTANTS and sub-awardees comply with this requirement.
8. **Federal Changes:** CONSULTANT shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the contract.
9. **Safeguarding Personal Identifiable Information:** CONSULTANT and sub awardees will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.
10. **Energy Policy and Conservation Act (43 U.S.C. §6201):** Contracts shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].
11. **Right to Inventions Under Federal Grants:** If applicable, CONSULTANT shall comply with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and

Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

12. E-Verify: Enrollment and verification requirements:

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

the contract.

- d. Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of:
 - i. Enrollment in the E-Verify program; or
 - ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU).
- e. The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU:
 - i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.
 - ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
 - iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
 - iv. Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee:
 - 1. Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
 - 2. Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
 - 3. Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Contractors.

13. **Subcontracts:** The Contractor shall include the requirements of this clause, including this

**ATTACHMENT "H"
EXPERIENCE OF RESPONDENT**

The following questionnaire shall be answered by the Respondent for use in evaluating the submittal to determine the most qualified Respondent, meeting the required specifications.

1. **FIRM NAME:** _____
 Address: _____
 City/State/Zip: _____
 Phone: _____ Email: _____
 Name of primary contact responsible for work performance: _____
 Phone: _____ Cell Phone: _____
 Email: _____

2. **INSURANCE:**
 Surety Company: _____
 Agent Company: _____
 Agent Contact: _____
 Total Bonding Capacity: \$ _____ Value of Work Presently Bonded: \$ _____

3. **EXPERIENCE:**
 Years in business: _____
 Years in business under this name: _____
 Years performing this type of work: _____
 Value of work now under contract: _____
 Value of work in place last year: _____
 Percentage (%) of work usually self-performed: _____
 Name of subvendors you may use: _____
 Has your firm: Failed to complete a contract: ___ Yes ___ No
 Been involved in bankruptcy or reorganization: ___ Yes ___ No
 Pending judgment claims or suits against firm: ___ Yes ___ No

4. **PERSONNEL**
 How many employees does your company employ:

Management	_____ Full time	_____ Part time
Site/Crew Supervisors	_____ Full time	_____ Part time
Workers/Laborers	_____ Full time	_____ Part time
Clerical	_____ Full time	_____ Part time
Other	_____ Full time	_____ Part time

5. WORK EXPERIENCE:

List your three (3) most significant commercial accounts where the contract was similar in scope and size to this bid.

Reference #1:

Company/Agency Name: _____

Address: _____

Contract Person: _____

Phone: _____ Email: _____

Project Description: _____

Contract \$ Amount: _____

Date Completed: _____

Reference #2:

Company/Agency Name: _____

Address: _____

Contract Person: _____

Phone: _____ Email: _____

Project Description: _____

Contract \$ Amount: _____

Date Completed: _____

Reference #3:

Company/Agency Name: _____

Address: _____

Contract Person: _____

Phone: _____ Email: _____

Project Description: _____

Contract \$ Amount: _____

Date Completed: _____

**REMINDER:
THIS FORM IS TO BE INCLUDED WITH SUBMISSION. FAILURE TO SUBMIT ALONG
WITH SUBMISSION MAY BE CAUSE FOR DISQUALIFICATION.**

ATTACHMENT "I"

CONTRACT FOR *** SERVICES**

THIS CONTRACT entered into on _____, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida**, hereinafter referred to as the "County", and _____, located at _____, hereinafter referred to as the "Vendor".

WHEREAS, the County received _____ for concrete grinding services, on _____ at _____; and

WHEREAS, the **Director of Public Works** has determined that the Vendor was the lowest, most responsive and responsible bidder. A copy of the Vendor's **Response Price Sheet** is attached hereto as Attachment "A" and made a part hereof; and

NOW, THEREFORE, in consideration of the terms and conditions herein set forth, the County and the Vendor agree as follows:

SECTION 1. Description of Services and/or Materials to be Provided

The County does hereby retain the Vendor to provide the services and/or materials further described in the **Technical Specifications/Scope of Work**, a copy of which is attached hereto and incorporated herein as Attachment "B". This Contract standing alone does not authorize the performance of any work or require the County to place any orders for work. The Vendor shall commence the work in accordance with the issuance of a written Notice to Proceed for services and/or materials issued by the County.

SECTION 2. Receiving/Payment/Invoicing

No payment will be made for services and/or materials without proper County authorization and approval. The County shall pay the Vendor within forty-five (45) calendar days of receipt and acceptance of invoice by the **Director of Public Works**, pursuant to and in accordance with the promulgations set forth by the State of Florida's Prompt Payment Act. (Florida Statutes Section 218.70). The Vendor shall also submit a copy of all invoices submitted to **Public Works** for payment to invoices@nassaucountyfl.com. Payment shall not be made until services and/or materials have been received, inspected and accepted by the County in the quantity and/or quality ordered. Payment will be accomplished by submission of an invoice, with the contract

number referenced thereon. Payment in advance of receipt of services and/or materials by the County cannot be made.

The invoice submitted shall be in sufficient detail as to item, quantity and price in order for the County to verify compliance with the awarded bid.

SECTION 3. Acceptance of Services and/or Materials

Receipt of services and/or materials shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the services and/or materials meet bid specifications and conditions. Should the quantity and/or quality differ in any respect from specifications, payment will be withheld until such time as the Vendor takes necessary corrective action. If the proposed corrective action is not acceptable to the County, the County Manager's Office may authorize the recipient to refuse final acceptance of the quantity and/or quality received. Should a representative of the County agree to accept the services and/or materials on condition that the Vendor will correct their performance within a stipulated time period, then payment will be withheld until said corrections are made.

SECTION 4. Firm Prices

Prices for services and/or materials covered in the specifications of this Contract shall remain firm for the period of this Contract pursuant to pricing as reflected in Attachment "A"; net delivered to the ordering agency, **F.O.B. DESTINATION**. No additional fees or charges shall be accepted.

SECTION 5. Fund Availability

This Contract is deemed effective only to the extent that appropriations are available. Pursuant to Florida Statutes, all appropriations lapse at the end of the Fiscal Year. Multi-year awards may be adequately funded but the County reserves the right not to appropriate for an ongoing procurement if it is deemed in its best interest.

SECTION 6. Expenses

Vendor shall be responsible for all expenses incurred while performing the services under this Contract. 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 Vendor's agents, if any, hired by Vendor to complete the work under this Contract.

SECTION 7. Taxes and Liens

The Vendor recognizes that the County, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Contract. As such, the Vendor will refrain from including taxes in any billing. The Vendor is placed on notice that this exemption generally does not apply to nongovernmental entities, contractors, or subcontractors. Any questions regarding this tax exemption should be addressed to the County Manager.

The Vendor acknowledges that property being improved that is titled to the County, is not subject to lien of any kind for any reason. The Vendor shall include notice of such exemptions in any subcontracts and purchase orders issued under this Contract.

SECTION 8. Laws Governing this Contract

This Contract shall be consistent with, and be governed by, the Ordinances of Nassau County, the whole laws and rules of the State of Florida, both procedural and substantive, and applicable federal statutes, rules and regulations. Any and all litigation arising under this Contract shall be brought in Nassau County, Florida. Any mediation, pursuant to litigation, shall occur in Nassau County, Florida.

SECTION 9. Changes

The County reserves the right to order, in writing, changes in the work within the scope of the Contract, such as change in quantity or delivery schedule. The Vendor has the right to request an equitable price adjustment in cases where changes to the Contract under the authority of this clause result in increased costs to the Vendor.

SECTION 10. Modifications

In addition to modifications made under the changes clause, this Contract may be modified within the scope of the Contract upon the written and mutual consent of both parties, and approval by appropriate legal authority in the County.

SECTION 11. Assignment & Subcontracting

In order to assign its Contract with the County, or to subcontract any of the work requirements to be performed, the Vendor must ensure, and provide assurances to the County upon request, that any subcontractor selected for work under this Contract has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Contract. The Vendor must provide the County with the names of any subcontractor considered for work

under this Contract; the County reserves the right to reject any subcontractor whose qualifications or performance, in the County's judgement, are insufficient. The Vendors agrees to be responsible for all work performed and all expenses incurred with the project. Any subcontract arrangements must be evidenced by a written document available to the County upon request. The Vendor further agrees that the County shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract. The Vendor, at its expense, will defend the County against such claims.

The Vendor agrees to make payments to any of its subcontractors within seven (7) working days after receipt of full or partial payments from the County in accordance with F.S. 287.0585, unless otherwise stated in the contract between the Vendor and subcontractor. The Vendor's failure to pay its subcontractor(s) within seven (7) working days will result in a penalty charged against the Vendor and paid to the subcontractor in the amount of one-half of one percent (0.50%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to the actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

SECTION 12. Severability

If any section, subsection, sentence, clause, phrase, or portion of this Contract is, for any reason, held invalid, unconstitutional, or unenforceable by any Court of Competent Jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 13. Termination for Default, Fraud or Willful Misconduct

The performance of the Contract may be terminated by the County in accordance with this clause, in whole or in part, in writing, whenever the County shall determine that the Vendor has failed to meet the requirements as outlined in this Contract. Upon receipt of the written notice of termination, the Vendor shall immediately render to the County all property belonging to the County, including but not limited to, equipment, books, records, etc.

SECTION 14. Termination for Convenience

The County reserves the right to terminate the Contract in whole or part by giving the Vendor written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of written notice of termination from the County, the Vendor shall only provide those

services and/or materials specifically approved or directed by the County. All other rights and duties of the parties under the Contract shall continue during such notice period, and the County shall continue to be responsible to the Vendor for the payment of any obligations to the extent such responsibility has not been excused by breach or default of the Vendor. The Vendor shall promptly contact the County to make arrangements to render to the County all property belonging to the County, including but not limited to, equipment, books, records, etc.

SECTION 15. Force Majeure

Neither party of this Contract shall be liable to the other for any cost or damages if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not restricted to, acts of nature, fires, quarantine restriction, strikes and freight embargoes. In all cases, the failure to perform must be totally beyond the control and without any fault or negligence of the party.

In the event of delay from the foregoing causes, the party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the party's performance obligation under this Contract. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Contract to either party. In the case of any delay the Vendor believes is excusable under this paragraph, the Vendor shall notify the County in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if the Vendor could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date the Vendor first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE THE VENDOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. The County, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify the Vendor of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the County. The Vendor shall not be entitled to an increase in the Contract price or payment of any kind from the County for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or

delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, the Vendor shall perform at no increased cost, unless the County determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the County, in which case, the County may do any or all of the following: (1) accept allocated performance or deliveries from the Vendor, provided that the Vendor grants preferential treatment to the County with respect to products or services subjected to allocation; (2) purchase from other sources (with out recourse to and by the Vendor for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Contract quantity; or (3) terminate the Contract in whole or in part.

SECTION 16. Access and Audits

The Vendor shall maintain adequate records to justify all charges, expenses, and costs incurred in providing the services and materials for at least three (3) years after completion of this Contract. The County and the Clerk of Courts shall have access to such books, records, and documents as required in this Section for the purpose of inspection or audit during normal business hours, at the County's or the Clerk's cost, upon five (5) days' written notice.

SECTION 17. Vendor Responsibilities

The Vendor will provide the services and materials agreed upon in a timely and professional manner in accordance with specifications referenced herein and in accordance with the *Technical Specifications/Scope of Work*.

SECTION 18. Public Emergencies

The Vendor shall agree before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of nature that the County shall require a "First Priority" for services and materials. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety, as determined by the County. The Vendor agrees to sell all materials to and perform all services for the County or governmental entities on a "First Priority" basis. The County expects to pay a fair and reasonable price for all services and materials rendered or contracted in the event of a disaster, emergency, hurricane, tornado or other acts of nature.

SECTION 19. Period of Contract/Option to Extend or Renew

The performance period of this Contract shall begin upon full execution by the last party to execute this Contract and terminate on *September 30, 2022*. The performance period of this

Contract may be extended in one (1) year increments, unless otherwise agreed to by the parties, for up to two (2) additional years maximum upon mutual written agreement between the Vendor and the County with no change in terms or conditions. Any extensions shall be signed and approved by both parties. Any Contract or amendment to the Contract shall be subject to fund availability and mutual written agreement between the County and the Vendor.

In the event that the Contract is continued beyond the term provided, by mutual consent, the Contract shall be carried out on a month-to-month basis and shall not constitute an implied renewal of the Contract. Said month-to-month extension shall be upon the same terms of the Contract and at the compensation and payment provided herein.

SECTION 20. Probationary Period

The first ninety (90) days of this Contract are to be considered a “probationary” period. At the County’s election, this Contract may be terminated, based on the performance of the Vendor, and a new award be granted without another formal bid.

SECTION 21. Independent Vendor Status

Vendor and County agree that: (a) Vendor has the right to perform services for others during the term of this Contract; (b) Vendor has the sole right to control and direct the means, manner and method by which the services required by this Contract will be performed; (c) Vendor has the right to perform the services required by this Contract at any location or time; (d) Vendor has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Contract.

SECTION 22. Indemnification and Insurance

Vendor shall indemnify and hold harmless County and its agents and employees from liabilities, damages, losses and costs, including but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Vendor and any persons employed or utilized by Vendor, in the performance of the Contract.

Vendor shall maintain such commercial (occurrence form) or comprehensive general liability, workers compensation, professional liability, and other insurance as is detailed in Exhibit “1” and as is appropriate for the goods or services being performed hereunder by Vendor, its employees or agents.

SECTION 23. Dispute Resolution

The County may utilize this section, at their discretion, as to disputes regarding Contract interpretation. The County may send a written communication to the Vendor by email, overnight mail, UPS, FedEx, or certified mail. The written notification shall set forth the County's interpretation of the Contract. A response shall be provided in the same manner prior to the initial meeting with the County Manager. This initial meeting shall take place no more than twenty (20) days from the written notification of the dispute addressed to the Vendor. The Vendor should have a representative, at the meeting that can render a decision on behalf of the Vendor.

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 the County and the cost of mediation shall be borne by the Vendor. The Vendor shall not stop work during the pendency of mediation or dispute resolution.

SECTION 24. E-Verify System

The Vendor 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 the Vendor during the term of this Contract to work in Florida. Additionally, if the Vendor uses subcontractors to perform any portion of the Work (under this Contract), the Vendor 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.

The Vendor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized entity consistent with the terms of the Vendor's enrollment in the program. This includes maintaining a copy of proof of the Vendor's and subcontractors' enrollment in the E-Verify program. If the Vendor enters into a contract with a subcontractor, the subcontractor must provide the Vendor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Vendor shall maintain a copy of such affidavit for the duration of the Contract.

Compliance with the terms of the E-Verify program provision is made an express condition of this Contract and the County may treat a failure to comply as a material breach of the Contract. If the County terminates the Contract pursuant to F.S. 448.095(2)(c), the Vendor may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated and the Vendor is liable for any additional costs incurred by the County as a result of the termination of this Contract.

SECTION 25. Public Records

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) 530-6100, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, SUITE 6, YULEE, FLORIDA 32097.** Under this agreement, to the extent that the Vendor is providing services to the County, and pursuant to section 119.0701, Florida Statutes, the Vendor 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.
- 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.

SECTION 26. Request for Records; Noncompliance

A request to inspect or copy public records relating to a public agency's contract for materials must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the Vendor of the request, and the Vendor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

If a Vendor does not comply with the public agency's request for records, the public agency shall enforce the Contract provisions in accordance with the Contract.

A Vendor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under §119.10, Florida Statutes.

SECTION 27. Civil Action

If a civil action is filed against the Vendor to compel production of public records relating to the Contract, the Court shall assess and award against the Vendor the reasonable costs of enforcement, including reasonable attorney fees if:

- (a) The Court determines that the Vendor unlawfully refused to comply with the public records request within a reasonable time; and
- (b) At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Vendor has not complied with the request, the public agency and to the Vendor.

A notice complies with subparagraph (b), if it is sent to the public agency's custodian of public records and to the Vendor at the Vendor's address listed on its Contract with the public agency or to the Vendor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

A Vendor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

SECTION 28. Disclosure of Litigation, Investigations, Arbitration or Administrative Decisions

The Vendor, during the term of this Contract, or any extension, has a continual duty to properly disclose to the County Attorney, in writing, upon occurrence, all civil or criminal litigation, arbitration, mediation, or administrative proceeding involving the Vendor. If the existence of the proceeding causes the County concerns that the Vendor's ability or willingness to perform this contract is jeopardized, the Vendor may be required to provide the County with reasonable written assurance to demonstrate the Vendor can perform the terms and conditions of the Contract.

SECTION 29. Entire Agreement

The written terms and provisions of this Contract shall supersede all prior verbal statements of any official or other representative of the County. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or Contract Documents.

IN WITNESS WHEREOF, the parties have executed this Contract which shall be deemed an original on this day and year first above written.

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

By: _____
Its: _____
Date: _____

**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

**UNITED BROTHERS DEVELOPMENT
CORPORATION**

By: _____

Its: _____

Date: _____

DRAFT

EXHIBIT "D" VENDOR'S RESPONSE"

Electronic Submittal


NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS


Continuing Contract for Professional Construction Engineering Inspection Services

RFQ No. NC23-015



 8001 Belfort Parkway, Suite 200
Jacksonville, FL 32256

 Megan R. Whitmore, PE
MWhitmore@drmp.com

 850.692.5673

February 16, 2023



TAB 1

Cover Letter



February 16, 2023

Attn: Selection Committee and Nassau County Board of County Commissioners
 96135 Nassau Place, Suite 6
 Yulee, Florida 32097

**Subject: Continuing Contract for Professional Construction Engineering Inspection Services
 RFQ NO. NC23-015**

Dear Selection Committee:

DRMP, Inc. (DRMP), along with our subconsultants, is pleased to submit this proposal to provide Professional Construction Engineering & Inspection (CEI) services for various projects in Nassau County (County), Florida.

The accompanying Statement of Qualifications outlines our approach to future projects, understanding of the CEI scope, and proposed staff and availability. We have thoroughly reviewed the Request for Qualifications (RFQ) and supporting documents for the various types of projects possible under this Continuing Service Contract (CSC). We understand the County's desire to select a consultant with previous municipal experience that possesses a Florida Certificate of Registration as a professional engineer and surveyor with a minimum of five years of experience on technically complex projects in the State of Florida. Our CEI team will exceed these requirements and bring a unique mix of professional experience to Nassau County.

Serving as the County's eyes on the site, our expert CEI staff will manage each project from preconstruction through construction administration and project close-out. We have a successful track record of providing CE services on CSCs and are ready to provide contract administration, field inspection, materials sampling and testing, permit monitoring and compliance, utility conflict resolution, and more. Our team also understands the requirements that come with outside funding and will work diligently to ensure the County receives 100% reimbursement on projects with grant funding.

LEADERSHIP

DRMP's responsible office will be our location in Jacksonville, Florida. **Project Manager, Megan R. Whitmore, PE**, will be the main point of contact for the County on this contract. She will be responsible for project staff hour estimate and negotiations and will ensure qualified staff are allocated to each project.



> **Megan R. Whitmore, PE**
 ✓ **CEI Northeast Florida Area Leader**
 ✉ MWhitmore@drmp.com
 ☎ 850.692.5673

SUBCONSULTANTS

DRMP has selected a number of subconsultants to be part of this continuing services team in order to ensure that all projects awarded under this contract will be staffed with team members who have the experience necessary to successfully complete the requirements of the project.

OUR DETAILED APPROACH RESULTS IN PROJECTS THAT ARE CONSTRUCTED SAFELY, ON TIME, WITHIN BUDGET, AND QUALITY CONTROLLED

Our CEI team will effectively deliver the services outlined in the RFQ and address all individual project requirements. We have assembled a strong team of highly qualified staff and subconsultants to manage the various projects assigned under the CSC.

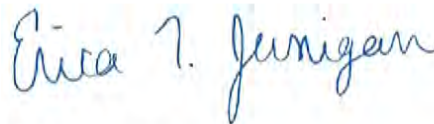
We pride ourselves on working to ensure conflicts can be resolved at the lowest level possible by utilizing experienced staff to keep projects on track and within budget. We understand that the projects assigned may require inspection of buildings, facilities, water and wastewater treatment plans, seawalls, docks, fire stations, bridges, roadways, drainage, and utility construction. Before each job begins, we will meet with the chosen contractor and the County to ensure all concerns are addressed prior to the start of construction.

DRMP is committed to performing our work in a timely and professional manner. Our team is ready to start work on this CSC in Nassau County upon notification. Thank you for your consideration in the selection process. We look forward to servicing the community by putting our qualifications and experience to work for Nassau County.

Sincerely,
DRMP, Inc.



Megan R. Whitmore, PE
Project Manager



Erica T. Jernigan, PE
Vice President

TAB 2

Table of Contents

WHO WE ARE AT
Our Core

Guided by purpose, DRMP was founded in 1977 on a set of core values that goes far beyond words. They are what we practice and what inspires the way we do business every day.



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TAB 3

Team Organization, Experience and Qualifications

Firm’s Organization, Structure, and Philosophy

DRMP was founded in 1977 by a group of engineers and surveyors who recognized a new trend formulating in the marketplace. By providing a collaborative approach of their firm’s professional services, their clients were beginning to appreciate and expect the consistency and continuity their projects received. Today, DRMP has expanded to 20 offices throughout Florida, Georgia, North Carolina, and Virginia. The firm continues to be ranked annually in Engineering News-Record’s “Southeast Top Design Firms” and “Top 500 Design Firms” in the United States and remains focused on the same core principles it was founded upon: expertise, quality, leadership, trust and respect.



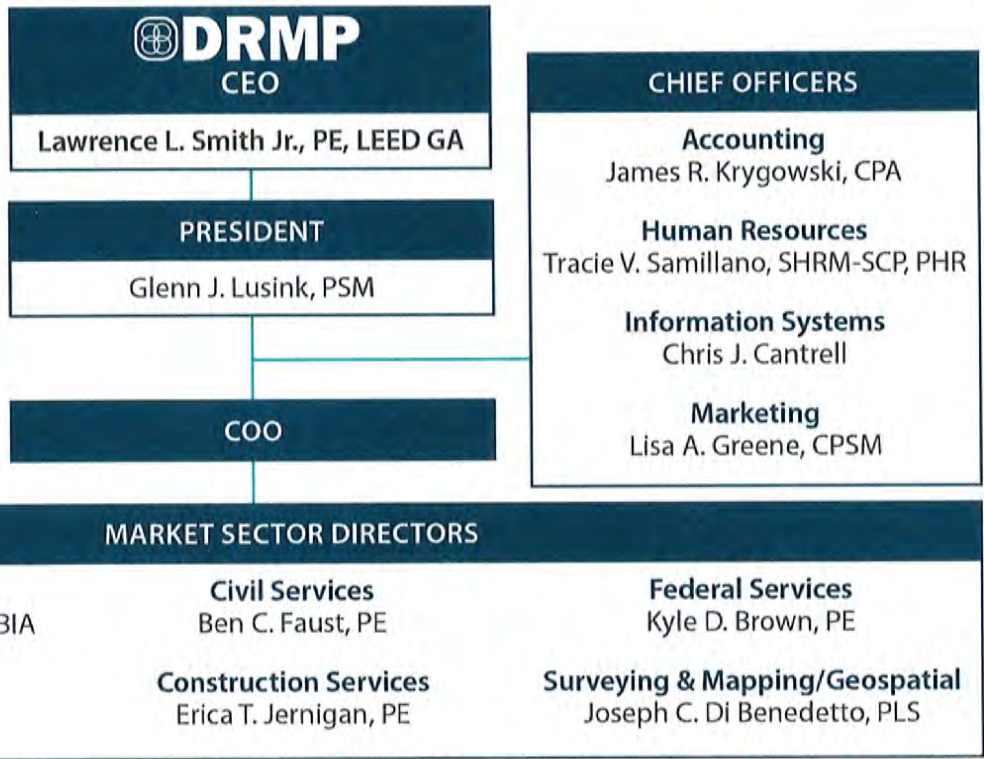
OUR EXPERTISE INCLUDES THE AREAS OF:

- Alternative Delivery
- Bridge Inspection (NBIS)
- Construction Services
- Ecological Services
- Federal Services

- Geographic Information Systems (GIS)
- Land Development
- PD&E/NEPA
- Structural Engineering
- Subsurface Utility Engineering (SUE)

- Surveying & Mapping/Geospatial
- Transportation
- Utilities Engineering
- Visualization Services
- Water Resources/Stormwater Management

Corporate Structure



DRMP's Years of Experience and Applicable Project Experience

DRMP has been providing professional services for 45 years. Below is a list of DRMP's recent CEI Continuing Services Contracts followed by project specific experience. These CSCs consist of separate projects assigned via task work order. Work under these contracts has included sidewalks, drainage improvements, milling, resurfacing, turn lane construction, pedestrian bridges, signalization, signing and pavement markings, and more. Some of the projects assigned are highlighted in the project specific experience that follows.

RECENT CEI CONTINUING SERVICES CONTRACTS

Florida Department of Transportation, District 2 LAP CSC	City of Deltona, Construction Engineering and Inspection CSC
Florida Department of Transportation, District 5 LAP CSC	Volusia County, Construction Engineering and Inspection CSC

SR 15A (PINE AVENUE) PEDESTRIAN BRIDGE/SIDEWALK IMPROVEMENTS

FDOT District Two - Clay County, FL

DRMP provided CEI services on the construction improvements of pedestrian bridges along SR 15A (Pine Avenue) from Philips Street to Banyan Circle and on Bald Eagle Road at the intersection of Eagle Harbor Parkway including sidewalk reconstruction and demolition/replacement of three pedestrian bridges on Fleming Island. Construction included clearing and grubbing, sidewalk, excavation and grading, erosion and sediment control, bank and shore armament, guardrail, pedestrian railing, sodding and pavement marking.



Pine Avenue Sidewalk Improvements

DRMP TEAM MEMBER	PROJECT ROLE
Geoff Scales, PE	Senior Project Engineer
Megan R. Whitmore, PE	Project Engineer
Alaric Burn	Senior Inspector
Brian Townsend	Inspector
Chandler Sparrow	Contract Support Specialist



SW 62nd Boulevard Mill and Resurface

SW 62ND BOULEVARD MILL AND RESURFACE City of Gainesville, FL

Construction included the milling and resurfacing of roadway, construction of sidewalks, ADA ramps, bus stops, and mid-block crosswalks along SW 62nd Boulevard between SW 20th Avenue and Newberry Road.

DRMP TEAM MEMBER	PROJECT ROLE
Ryan Pellarin, PE, CCM	Senior Project Engineer
Megan R. Whitmore, PE	Project Engineer
Connor Howe	Senior Inspector
Alaric Burn	Senior Inspector



US 1/Wildwood Drive Intersection Improvements

US 1/WILDWOOD DRIVE INTERSECTION IMPROVEMENTS
FDOT District Two - St. Johns County, FL

Construction consisted of intersection improvements including the construction of new signals, lighting, milling and resurfacing, turn lane widening, and drainage improvements.

DRMP TEAM MEMBER	PROJECT ROLE
Erica T. Jernigan, PE	Senior Project Engineer
Megan R. Whitmore, PE	Project Engineer
Connor Howe	Senior Inspector
Alaric Burn	Senior Inspector
Chandler Sparrow	Contract Support Specialist

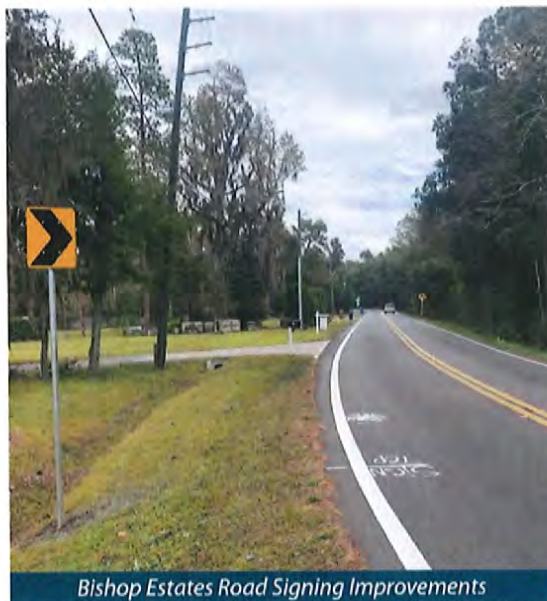
CEI SERVICES FOR VARIOUS EMERGENCY REPAIRS - HURRICANE SALLY, FDOT DISTRICT THREE
FDOT District Three

A total of 10 emergency projects were completed in response to damage caused by Hurricane Sally. Construction aspects included roadway and shoulder repairs, guardrail installation, overpass substructure footer repairs, slope stabilization, erosion control, drainage improvements and high mast light installation.



CEI Services or Various Emergency Repairs - Hurricane Sally, FDOT District Three

DRMP TEAM MEMBER	PROJECT ROLE
Erica T. Jernigan, PE	Project Manager
Megan R. Whitmore, PE	Project Engineer



Bishop Estates Road Signing Improvements

BISHOP ESTATES ROAD SIGNING IMPROVEMENTS
FDOT District Two - St. Johns COUNTY, FL

DRMP provided 4.2 miles of signing and pavement marking improvements for Bishop Estates Road that included the installation of new signs, replacement of existing signs, and the addition and replacement of thermoplastic striping. Public concerns required the coordination of County personnel and field personnel to help resolve issues in a timely manner.

DRMP TEAM MEMBER	PROJECT ROLE
Erica T. Jernigan, PE	Senior Project Engineer
Megan R. Whitmore, PE	Project Engineer
Connor Howe	Senior Inspector
Chandler Sparrow	Contract Support Specialist

CR 13 FROM CR 13A TO SR 16 SIGNING IMPROVEMENTS
FDOT District Two - St. Johns COUNTY, FL

This project consisted of signing improvements along CR 13. Construction for these safety improvements included the installation of over 200 signs, sign relocation and sign removal. Public concerns required the coordination of County personnel and field personnel to help resolve issue in a timely manner.



CR 13 from CR 13A to SR 16 Signing Improvements

DRMP TEAM MEMBER	PROJECT ROLE
Erica T. Jernigan, PE	Senior Project Engineer
Connor Howe	Project Engineer
Megan R. Whitmore, PE	Contract Support Specialist



CR 121 Safety Improvements

CR 121 NASSAU COUNTY SAFETY IMPROVEMENTS
FDOT District Two - Nassau County, FL

This was a 40-mile signing and pavement marking LAP project CR 121, South 14th Street, Chester Road, Sadler Road, and Amelia Concourse. The project includes new thermoplastic striping, including crosswalk improvements throughout the project, and new signing throughout the project with reflective sheeting to enhance safety for pedestrian and vehicular traffic.

DRMP TEAM MEMBER	PROJECT ROLE
Geoff Scales, PE	Senior Project Engineer
Arne Lash, CCM	Project Administrator
Chandler Sparrow	Contract Support Specialist
Brian Townsend	Inspector

Innovative Technology-Based Experience

FULL CAMPUS MOBILE LIDAR SCAN FOR ADA & PEDESTRIAN SAFETY

University of Florida, Gainesville, FL

DRMP’s GIS and Mobile LiDAR team performed a full campus scan of roadway corridors, green spaces, and forested areas using a combination of mapping techniques. DRMP provided mobile LiDAR scans for over 20 miles of roadway corridors to assist in pedestrian safety, ADA compliance, and street lighting studies. Open area and green spaces are being scanned using an off-road ATV with mobile scanning capabilities, allowing UF to compare the accuracy of other design plans and surveys to a master campus -wide control. Lakes and inaccessible areas as well as sports fields will be mapped using a UAV equipped with a high accuracy LiDAR sensor for a full 3D campus model.

CAD CONVERSION AND UTILITY FIELD COLLECTION, FACILITIES MANAGEMENT DEPARTMENT

University of South Florida, Tampa, FL

DRMP was responsible for designing and executing efforts to collect GPS locations for 5,000 above-ground utility features in the potable water, mechanical water, electrical, stormwater and sanitary sewer systems on the campus of a large university. Data was converted from existing CAD drawings into GIS data and used to verify and update

locations of thousands of features in the field. Network lines were then updated to reflect connectivity using the verified and recorded locations of above-ground structures.

COMPREHENSIVE GIS IMPLEMENTATION SERVICES, FACILITIES MANAGEMENT DEPARTMENT

University of South Florida, Tampa, FL

DRMP provided comprehensive GIS implementation services for campus utilities and buildings. The services we provided included CAD/GIS integration of all campus utilities, GPS field data collection, aerial LiDAR collection, ArcGIS Online implementation, web development and survey support services. This project created a baseline for USF to begin building an advanced enterprise GIS for utility modeling, space planning and facilities management.

Project Team

DRMP'S Team will be led by Megan R. Whitmore, PE, as the Project Manager and is organized to serve the specific needs of Nassau County. The DRMP Team is qualified in project management, inspection of construction activities, materials testing and sampling, constructability reviews and surveying, and brings knowledge of and compliance with state and local laws. DRMP currently has over 40 CEI staff in Florida. The DRMP staff proposed for this continuing services contract is highly experienced and will exceed the requests of this RFQ. Our team members have worked together on similar projects and are available to serve on this contract upon notification. Our staff for this project will be operating out of DRMP's Jacksonville office. Below is a brief summary of the team leaders for this project, followed by an organizational chart with key personnel. Resumes can be found at the end of this section.



Megan R. Whitmore, PE
Project Manager

TIN W356556878020
PE No. 83705 • FL 2017

8 YEARS OF EXPERIENCE

MEGAN R. WHITMORE, PE – MWHITMORE@DRMP.COM, 850.692.5673

Ms. Whitmore has over eight years of experience in construction engineering and inspection, civil engineering, project management, and environmental permitting. She is experienced in managing local agency projects and FDOT LAP projects throughout District Two. Her experience in construction inspection includes roadway widening and resurfacing, drainage improvements, pedestrian bridges, sidewalks, signalization, signing and pavement markings. Ms. Whitmore will be in charge or negotiations, staffing, and serve as the primary point of contact for this continuing services contract.



Erica T. Jernigan, PE
Vice President-in-Charge

TIN J652218866690
PE No. 77981 • FL 2014

13 YEARS OF EXPERIENCE

ERICA T. JERNIGAN, PE – EJERNIGAN@DRMP.COM, 850.469.9077

Ms. Jernigan has 13 years of experience in civil engineering, project management, and roadway and bridge inspection. Her experience includes pavement widening, intersection improvements, roadway construction, signing and signalization, sidewalk construction, ADA compliance, environmental permitting, sediment and erosion control, and storm water management. She is skilled in providing effective team management, contract and specification interpretation, and has extensive roadway knowledge with a strong engineering background.



Ryan D. Pellarin, PE, CCM
Senior Project Engineer

TIN P465724833430
PE No. 75561 • FL 2013

15 YEARS OF EXPERIENCE

RYAN D. PELLARIN, PE, CCM – RPELLARIN@DRMP.COM, 407.896.0594

Mr. Pellarin has 15 years of experience in civil engineering, road and bridge construction methods, and project management. His skills include supervising and managing personnel through effective team management, and he

offers expertise in engineering tools and equipment, MicroStation, and all Microsoft Office applications. Mr. Pellarin is able to solve engineering problems, supervise and delegate effectively, plan and organize work assignments to meet deadlines, and communicate effectively.



Geoff M. Scales, PE
Senior Project Engineer

TIN S42029361
PE No. 56807 • FL 2001

31 YEARS OF EXPERIENCE

GEOFF M. SCALES, PE – GSCALES@DRMP.COM, 407.896.0594

Mr. Scales has 31 years of experience in project management and operations. He is experienced in cost analysis, scheduling resource planning and allocations, contract management, and owner relations in multiple public and private projects for local, state and federal agencies. Mr. Scales has more than 20 years of senior contractor project management experience in Florida and the Senior Project Engineer role from consultant project oversight. Responsibilities included project budgeting, business development and review, oversight of estimating staff (bid-build/design-build, negotiated), field operations and quality/safety initiatives.



Brian P. Crowl, PE
*Quality Assurance/
Quality Control*

TIN C640075844260
PE No. 80446 • FL 2016

15 YEARS OF EXPERIENCE

BRIAN P. CROWL, PE – BCROWL@DRMP.COM, 863.686.7100

Mr. Crowl has 15 years of experience in construction engineering inspection services specializing in transportation infrastructure projects. He has substantial experience managing FDOT, County, and City projects and can proficiently and effectively delegate tasks to meet project deadlines. His strong engineering background and experience as a Senior Project Engineer on FDOT and Local Agency projects will allow him to conduct thorough quality assurance reviews on the assigned projects to ensure the project team is meeting all requirements of this contract.



Anthony "Tony" Diaz
Project Administrator

TIN D20000075

18 YEARS OF EXPERIENCE

ANTHONY "TONY" DIAZ – TDIAZ@DRMP.COM, 407.896.0594

Mr. Diaz has more than 18 years of design and construction management experience in various types of projects. His areas of expertise include safety, risk mitigation, contract controls, and roadway, sidewalk, and drainage construction. He is skilled in Primavera, Microsoft Office Suite, Microsoft Project, BlueBeam, StructionSite and BIM360.



Arne M. Lash, CCM
Project Administrator

TIN L20001373
Certified Construction Manager
No. 11911 • FL 2019

23 YEARS OF EXPERIENCE

ARNE M. LASH, CCM – ALASH@DRMP.COM, 863.686.7100

Mr. Lash has 23 years of professional experience in the CEI and project administration industry with extensive experience on complex roadway, bridge and utility projects as well as highway and urban sensitive widening projects. Mr. Lash's areas of expertise include all aspects of project administration, utility coordination, schedule review, Local Agency Program (LAP) oversight, joint project agreement (JPA) oversight and management, weekly progress meetings, monthly pay estimates, final estimates, and schedule tracking.

Ayres Associates (Ayres)

Ayres has grown into a nationwide team of industry experts representing some of the most inventive problem solvers in the country. Ayres has planned, designed, and facilitated thousands of projects to keep the nation’s infrastructure reliable and responsive, and remains committed to their client’s needs even when budgets are tight and timelines are demanding.



CPH, LLC (CPH)

CPH is recognized as one of the nation’s top 500 engineering firms (as ranked by ENR Magazine) a direct result of the efforts of our staff and our successful relationship with our clients. Their ability to incorporate learned experiences and procedures into their operations helps clients to get the best product for their needs.



NicNevol Engineering Services, Inc. (NES)

Founded in 2015, NES specialized in providing CEI services, as well as geotechnical engineering and construction materials and testing inspection services, for Northeastern Florida. NES has participated in a wide range of transportation, civil engineering, and public projects, and their expertise ranges from roadway, bridges, drainage, utilities, public parks, resident and commercial building projects, and more.



State and Local Laws

DRMP is knowledgeable of and in compliance with all state and local laws.

Innovative Technology-Based Capacities

DRMP’s experience and dynamic combination of specialized services, advanced technology and personalized communication with clients ensures each project is successfully completed. In addition to CEI services, some unique areas of expertise DRMP is capable of providing for this contract include GIS professionals, Unmanned Aerial Vehicles (UAV), environmental compliance and permitting, and a full survey department which will be discussed further in the technology section of this proposal. Below is a list of some of the facilities, tools, equipment, and software our team will have access to. Many of these innovative capabilities are discussed further in Tab 4.



TOOLS AND EQUIPMENT

Nuclear Density Gauge	Unmanned Aerial Systems - Drone
Speedy Moisture Tester	Infrared Asphalt Thermometer
Concrete Thermometer	Smart Level
Slump Cone	Field Laptop and Printer
Concrete Air Meter	Video, Photo, and Mapping Capabilities
Cylinder Molds	Survey Equipment
Thermoplastic Thickness Gauge	Measuring Wheel
3D Analyses	State-of-the-art Underground Utility Equipment

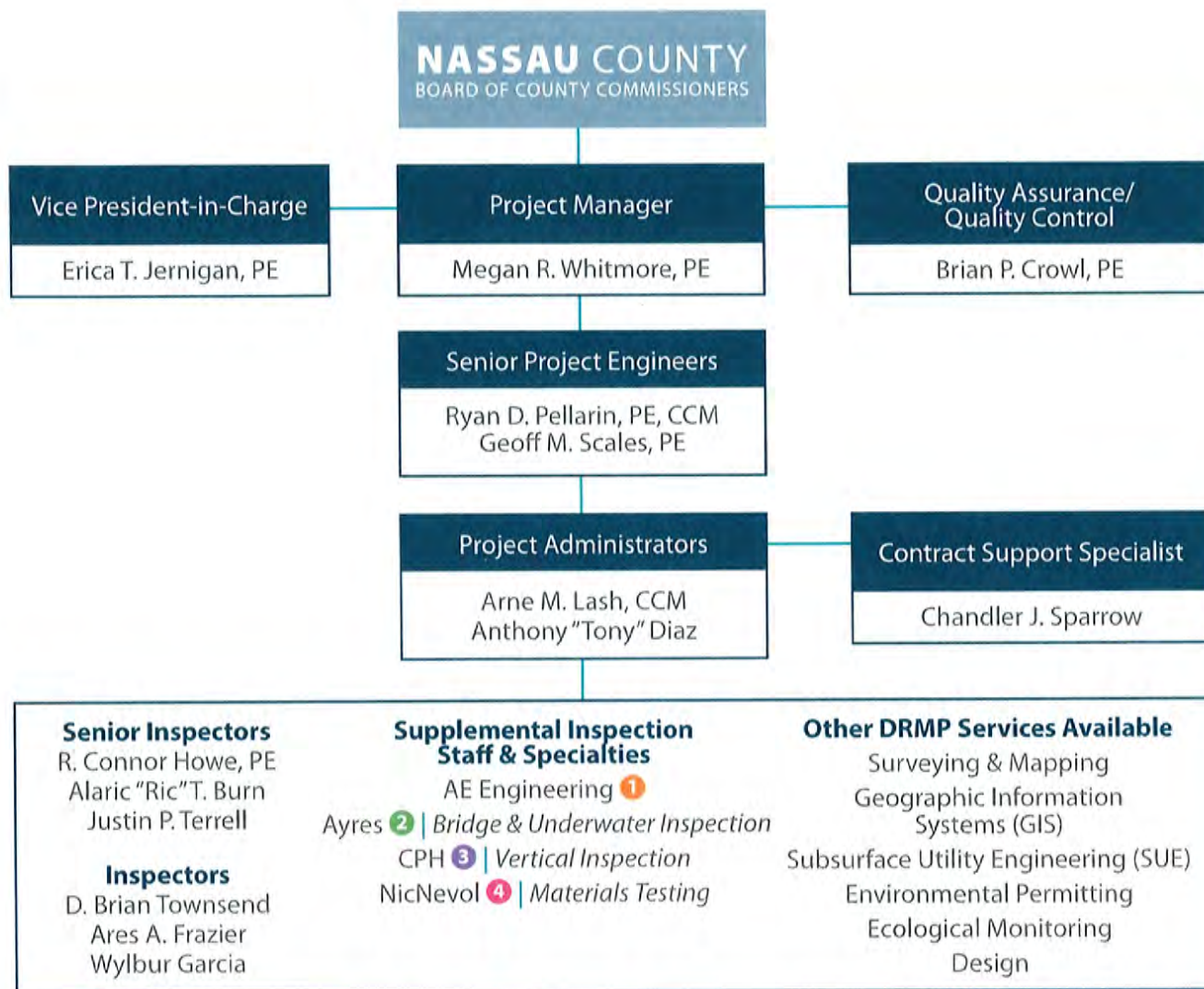
SOFTWARE


Bluebeam Revu	Google Earth Pro
ArcGIS Online	AutoCAD
Primavera P6	MicroStation
Microsoft Suite	Civil 3D
LiDAR	BIM

Facilities

DRMP’s corporate headquarters is located in Orlando, Florida with regional offices strategically located throughout Florida to provide local services. Our team will utilize our Jacksonville office for projects assigned under this continuing services contract.

Organizational Chart



 We have provided a sampling of the DRMP staff anticipated to be used on projects within Nassau County. However, DRMP has over 15 Senior Inspectors, 20 Inspectors and subcontractor inspection staff to utilize as a resource pool for this contract.

Subconsultants

- ① AE Engineering, Inc.
- ② Ayres Associates, Inc.
- ③ CPH Consulting, LLC
- ④ NicNevol Engineering Services, Inc. (NES)



MEGAN R. WHITMORE, PE
Project Manager



VALUE ADDED TO PROJECT:

- +Extensive Roadway Construction experience
- +Well-versed in leading teams of project staff
- +Knowledgeable of FDOT and Local Agency requirements and specifications

Megan R. Whitmore, PE, has 8 years of experience in project engineering involving construction permitting, design, and project oversight.

RELEVANT PROJECT EXPERIENCE

DRMP, Inc. (Apr 2020 – Present): Ms. Whitmore currently serves as the Northeast Florida Area Leader for DRMP’s Construction Services Market Sector. Specific project experience includes:

SW 62nd Boulevard Resurfacing, City of Gainesville, Alachua County, Florida (Jan 2022 - Sep 2022): Project Engineer on this project consisting of milling and resurfacing of roadway, construction of sidewalks, ADA ramps, bus stops, and mid-block crosswalks along SW 62nd Boulevard between SW 20th Avenue and Newberry Road.

CEI Services for Various LAP Projects (439498-1-68-01), FDOT District Two, Florida (May 2019 - Ongoing): Project Engineer, since September 2020, on this Districtwide Contract that consists of separate LAP projects assigned as required per task order. Includes sidewalk, drainage, intersection, signing and pavement marking, and roadway improvements.

- **SR 15A (Pine Avenue) Pedestrian Bridge/Sidewalk Improvement (433348-1-58-01), Clay County, Florida (May 2022 - Ongoing):** Construction improvements of pedestrian bridges along SR 15A (Pine Avenue) from Philips Street to Banyan Circle and on Bald Eagle Road at the intersection of Eagle Harbor Parkway including sidewalk reconstruction and demolition/replacement of three pedestrian bridges on Fleming Island, Florida. Construction also includes clearing and grubbing, sidewalk, excavation and grading, erosion and sediment control, bank and shore armament, guardrail, pedestrian railing, sodding and pavement marking (special pedestrian access.)
- **CR 209 Safety Improvements (439511-1-58-01), FDOT District Two, Clay County, Florida (Aug 2021 - Apr 2022):** Consists of approximately 6.6 miles of roadway improvements along CR 209 from CR 315B to Henley Road. The improvements include construction of paved shoulders in select locations, pavement widening to accommodate intersection improvements at Sandridge Road and CR 209 and the addition of updated signs and pavement markings.
- **Safety Improvements of CR 121, S. 14th Street, Chester Road, Sadler Road and Amelia Concourse, (441217-1-58-01) Nassau County, Florida (April 2022 - Sept 2022):** 40-mile signing and pavement marking LAP project CR 121, S. 14th Street, Chester Road, Sadler Road, and Amelia Concourse. The project includes new thermoplastic striping, including crosswalk improvements throughout the project, and new signing throughout the project with reflective sheeting to enhance safety for pedestrian and vehicular traffic.

Years of Experience

8 Total
3 With DRMP

TIN

W356556878020

Professional Registration

Professional Engineer
No. 83705, Florida, 2017
No. 3308, South Carolina, 2016

Education

Master of Business Administration, Florida State University, 2022
Bachelor of Science in Civil Engineering, Auburn University, 2010

CTQP

Final Estimates – Level I & II
QC Manager

FDOT

TTC Advanced Maintenance of Traffic
Critical Structures – Self Study

Other Certifications

Federal Workshop – Ascension Islands
FDEP Stormwater, Erosion & Sedimentation Control Inspector
OSHA -30-Hour Construction Safety & Health
NAVFAC 40 Hour Contract Safety EM 385-1-1 Hazard Awareness Course



RYAN D. PELLARIN, PE, CCM
Senior Project Engineer



VALUE ADDED TO PROJECT:
 +Expert in road and bridge construction methods
 +Knowledgeable in claims analysis and claims mitigation
 +Highly skilled in project management

Ryan D. Pellarin, PE, CCM, has 15 years of experience in civil engineering; road and bridge construction methods; and project management. Skills in supervising and managing personnel; effective team management; engineering tools and equipment; MicroStation; and all Microsoft Office applications. Ability to solve engineering problems; supervise and delegate effectively; plan and organize work assignments to meet deadlines; and communicate effectively.

RELEVANT PROJECT EXPERIENCE

DRMP, Inc. (May 2016 - Present): Mr. Pellarin serves as a Senior Project Engineer for DRMP’s Construction Services Market Sector performing on roadway projects for FDOT and local municipalities. Specific project experience includes:

CEI Services for Various LAP Projects (439498-1-68-01), FDOT District Two, Florida (May 2019 - Ongoing): Senior Project Engineer for this Districtwide Contract that consists of separate LAP projects assigned as required per task order. Includes sidewalk, roadway improvements and bike/path trail.

- **NE 18th Ave Sidewalk (439495-1-58-01), FDOT District Two, Alachua County, Florida (Jul 2021- Sept 2021)**
- **CR 209 Safety Improvements (439511-1-58-01), FDOT District Two, Clay County, Florida (Aug 2021 - Apr 2022):** From July 2021 to September 2021, Mr. Pellarin worked on this project that consists of approximately 6.6 miles of roadway improvements along CR 209 from CR 315B to Henley Road. The improvements include construction of paved shoulders in select locations, pavement widening to accommodate intersection improvements at Sandridge Road and CR 209 and the addition of updated signs and pavement markings.]
- **Bishop Estates Road - Signing and Pavement Marking (441220-1-58-01), St. Johns County, Florida (Nov 2021- Dec 2021):** 4.2 miles of signing and pavement marking improvements for Bishop Estates Road that included the installation of new signs, replacement of existing signs, and the addition and replacement of thermoplastic striping.

CEI Services for CEI Group 204 (415030-6, 441019-1, 442880-1, & 442905-1), FDOT District Five-Oviedo Operations, Orange County, Florida (Jul 2021 - Ongoing): Senior Project Engineer for these four projects for FDOT. The first project involves major widening and reconstruction of SR 426 from Pine Avenue to Avenue B. The three remaining projects all involve milling and resurfacing with additional improvements consisting of turn widening, drainage modifications, signal modifications, sidewalk and pedestrian upgrades for SR 419 and two sections of SR 500 (US 441). All four projects are being constructed simultaneously as separate contracts.

Years of Experience

15 Total
 6 With DRMP

TIN

P465724833430

Professional Registration

Professional Engineer
 No. 75561, Florida, 2013
 No. 045151, Georgia, 2019

Education

Master of Science in Civil Engineering,
 University of Central Florida, 2012
 Bachelor of Science in Civil Engineering,
 University of Florida, 2007

CTQP

Final Estimates – Levels I & II
 QC Manager

FDOT

Florida Certified Contract Manager Training
 No. 7689
 Roadway Workers Protection
 TTC Advanced Maintenance of Traffic
 No. 36283

NHI

Fracture Critical Inspection –Steel Bridges
 Safety Inspection of Bridges
 Stream Stability and Scour at Structures
 Underwater Bridge Repair Methods
 LRFR for Highway Bridges

Other Certifications

FDEP Stormwater, Erosion & Sedimentation
 Control Inspector



ANTHONY "TONY" DIAZ

Project Administrator



VALUE ADDED TO PROJECT:

- +Expert in construction management safety
- +Well-versed in leading inspection staff
- +Familiar with FDOT and Local Agency policies and procedures

Tony Diaz has 18 years of design and construction management experience in various types of projects. His areas of expertise include safety, risk mitigation, contract controls, planning and building commitments with the team. He is familiar with Primavera, Microsoft Office Suite, Microsoft Project, Blue Beam, StructionSite and BIM360.

RELEVANT PROJECT EXPERIENCE

DRMP, Inc. (Sept 2020 - Present): Mr. Diaz serves a Project Administrator for DRMP's Construction Services Market Sector. He has experience with various aspects of construction project administration and oversight, including QA/QC experience.

L-4 Weir Replacement, City of Palm Coast, Flagler County, Florida (Nov 2022 - Ongoing): This project consists of the removal of an existing concrete weir structure (L-4) and construction of a new control structure. New structure shall consist of sheet piling, box culvert structure, grates, motorized weir gate along with driveway and access road reconstruction. The weir to be removed/replaced is located East of Belle Terre Pkwy at approximate intersection of Royal Palms Pkwy and Town Center Pkwy.

Lehigh Trailhead, City of Palm Coast, Flagler County, Florida (October 2022 - Ongoing): Mr. Diaz serves as the Project Administrator on this trailhead enhancement project. This project consists of construction of a new trailhead at the intersection of Royal Palms Parkway and Belle Terre Parkway which will provide a connection to the existing Lehigh Trail with access from the entrance and parking lot. Scope includes the construction of a parking lot, signing and pavement markings, sidewalks, drainage improvements, stormwater system, water fountain, bike rack, restroom building, fencing, shade coverings, landscaping, irrigation and lighting as well as alternates for a dog park and community gardens.

E-Section Final Drainage Design, City of Palm Coast, Flagler County, Florida (Apr 2021 - Jun 2022): This project consisted of the removal of corrugated metal pipe and replacement of reinforced concrete pipe with concrete end walls. Other improvements included excavation and disposal of 35,000 cubic yards of material from Easthampton and Eisenhower Waterways; and all associated clearing, grubbing, erosion control, maintenance of traffic, stabilization and re-vegetation.

FDOT District Five LAP Continuing Services Contract for LAP Support for CEI Services No. CA496 (Apr 2019-Ongoing): Project Administrator for this 5-year contract with FDOT. This project consists of administering CEI services through the FDOT LAP Construction Special Projects Group. All projects consist of sidewalk, driveway, crosswalk, drainage structure, utility relocation, and roadway improvements. Risk identification, tracking, and mitigation tools were developed and used to successfully execute multiple projects at one time. ADA considerations, plan quantity audits, and value engineering enhanced all project(s) listed below. Each project is negotiated as a Task Work Order estimate for the specific local agency. Below is a list of projects to date.

Years of Experience

18 Total
2 With DRMP

TIN

D20000075

Education

Associate of Science in Civil Architecture and Building Construction, Valencia College, 2004

CTQP

Asphalt Paving Technician – Level I
Final Estimates – Level I & II

FDOT

Critical Structures
Construction Issues
FDEP Stormwater Inspection
MSE Wall
TTC Advanced Maintenance of Traffic
Earthwork - Level I

Other Certifications

ARTBA Trenching and Excavation Course
DRMP Hazmat Training
Nuclear Density/Hazmat



R. CONNOR HOWE, PE
Senior Inspector



VALUE ADDED TO PROJECT:
 +Vast experience in the construction engineering industry
 +Well-rounded Senior Inspector
 +Extensive municipal project work

R. Connor Howe, PE, has 11 years of experience in the design and construction industry. His experience includes a wide variety of knowledge from coordination of construction projects to providing inspection. He is knowledgeable in materials sampling & testing, quality assurance & control, project administration, inspection of construction activities, project coordination, project final measurement preparation, density log book preparation & documentation, asphalt milling & paving inspection, and structural concrete inspection. His project experience for FDOT and Local Agencies includes pavement widening, intersection improvements, signing and signalization, sidewalk construction, ADA compliance, environmental permitting, sediment and erosion control, and storm water management.

RELEVANT PROJECT EXPERIENCE

DRMP, Inc. (Nov 2015 - Present): Mr. Howe serves as a Senior Inspector for DRMP’s Construction Services Market Sector on a variety of roadway projects for various clients in Central and North Florida.

SW 62nd Boulevard Resurfacing, City of Gainesville, Alachua County, Florida (Jan 2022 - May 2022): Senior Inspector on this project consisting of milling & resurfacing of roadway, construction of sidewalks, ADA ramps, bus stops, and mid-block crosswalks along SW 62nd Boulevard between SW 20th Avenue and Newberry Road.

CEI Services for Various LAP Projects (439498-1-68-01), FDOT

District Two, Florida (May 2019 - Ongoing): Senior Inspector on this Districtwide Contract that consists of separate LAP projects assigned as required per task order. Includes sidewalk, drainage, intersection, signing and pavement marking, and roadway improvements.

- **US 1/Wildwood Drive Intersection Improvements (439470-1-58-01), St. Johns County, Florida (Feb 2021 - Dec 2021):** Senior Inspector for intersection improvements including the construction of a new signal, lighting, milling and resurfacing, turn lane widening and drainage.
- **Bishop Estates Road - Signing and Pavement Marking (441220-1-58-01), St. Johns County, Florida (Nov 2021 - Dec 2021):** Senior Inspector for 4.2 miles of signing and pavement marking improvements for Bishop Estates Road that included the installation of new signs, replacement of existing signs, and the addition and replacement of thermoplastic striping.
- **CR 13 from CR 13A to SR 16 East (437628-1-68-01), St. Johns County, Florida (Sept 2020 - Jan 2021):** Engineer for signing improvements along CR 13.

Years of Experience

11 Total
7 With DRMP

TIN

H00074391

Professional Registration

Professional Engineer
No. 88632, Florida 2019

Education

Bachelor of Science in Civil Engineering,
Florida State University, 2013

CTQP

Asphalt Paving Technician – Levels I & II
 Concrete Field Inspector – Level I
 Earthwork Construction Inspector – Levels I & II
 Final Estimates – Levels I & II
 QC Manager

FDOT

Concrete Intersection Jointing Workshop
 Critical Structures
 Earthwork Density Record System
 FDOT Maintenance of Traffic Workshop
 TTC Advanced Maintenance of Traffic

Other Certifications

ACI Concrete Field Technician - Level I
 DRMP Hazmat Training
 FDEP Stormwater, Erosion & Sedimentation
 Control Inspector
 IMSA Traffic Signal Inspector
 Nuclear Density Gauge Safety



ALARIC T. BURN
Senior Inspector



VALUE ADDED TO PROJECT:
 +Expert in utilizing small Unmanned Aerial Systems
 +Well-versed in FDOT Specifications and Standards
 +Expert in bridge and roadway inspection

Alaric T. Burn has 18 years of experience in road and bridge construction engineering inspection (CEI). He is experienced in assuring contractor compliance, recording pay quantity measurements, and enforcing the contractor’s QC plan. His other skills include experience with signal inspection, progress and final estimates, processing Construction Contract changes, communicating with project engineers and managers, and documenting other aspects of project progress. In addition, he is skilled with the utilization of small Unmanned Aerial Systems (sUAS) to perform aerial data acquisition on roadway projects.

RELEVANT PROJECT EXPERIENCE

DRMP, Inc. (August 2018 – Present): Mr. Burn currently serves as a Senior Inspector for DRMP’s Construction Services Market Sector.

CEI Services for Various LAP Projects (439498-1-68-01), FDOT District Two, Florida (May 2019 - Ongoing): Senior Inspector on this Districtwide Contract that consists of separate LAP projects assigned as required per task order. Includes sidewalk, roadway improvements and bike/path trail.

- **SR 15A (Pine Avenue) Pedestrian Bridge and Sidewalk Improvements (433348-1-58-01), Clay County, Florida (Jun 2020 - Dec 2021):** Since June 2022, Mr. Burn currently serves as a Senior Inspector on this project to perform construction improvements of pedestrian bridges along SR 15A (Pine Avenue) from Philips Street to Banyan Circle and on Bald Eagle Road at the intersection of Eagle Harbor Parkway including sidewalk reconstruction and demolition/replacement of three pedestrian bridges on Fleming Island, Florida. Construction also includes clearing and grubbing, sidewalk, excavation and grading, erosion and sediment control, bank and shore armament, guardrail, pedestrian railing, sodding and pavement marking (special pedestrian access.)

Tom King Bayou Pedestrian Bridge, Santa Rosa County, Florida (Jan 2022 - Aug 2022): Served as a Senior Inspector on this project that consisted of the construction of a new pedestrian bridge to be constructed over Tom King Bayou. The pedestrian bridge (366 LF timber + 100 LF steel span) will be constructed along with 428 LF of connecting concrete pedestrian path on both sides of the new bridge, clearing and grubbing, minor grading and drainage and driveway patching as shown in the project plans.

Years of Experience

18 Total
4 With DRMP

TIN

B650018571380

Education

Bachelor of Science in Legal Studies, Nova Southeastern University, 1998

CTQP

Asphalt Paving Technician – Levels I & II
 Concrete Field Inspector – Levels I & II
 Earthwork Construction Inspector – Levels I & II
 Final Estimates – Levels I & II
 Drilled Shaft
 Pile Driving

FDOT

Critical Structures – Self Study
 TTC Advanced Maintenance of Traffic

Other Certifications

USDOT FHA Safety Inspection of In-Service Bridges
 ACI Concrete Field Testing- Level I
 ACI Concrete Transportation Construction Inspector
 DRMP Hazmat Training
 ETA Fiber Optics Installer
 FDEP Stormwater, Erosion & Sedimentation Control Inspector
 FEMA ICS-100: Intro to Incident Command System
 FEMA ICS-200: ICS for Single Resources and Initial Action Incidents
 FEMA IS-700: Intro to National Incident Management System
 FEMA IS-800: Intro to National Response Framework
 USDOT FAA Remote Pilot-in-Command
 IMSA Traffic Signal Tech- Levels I & II
 IMSA Traffic Signal Inspector- Level I
 Nuclear Density Gauge Safety
 OSHA Construction Safety and Health



JUSTIN P. TERRELL
Senior Inspector



VALUE ADDED TO PROJECT:
 +Vast experience in the construction engineering industry
 +Well-rounded Senior Inspector
 + Extensive FDOT and Local Agency project work

Justin P. Terrell has 14 years of experience in construction inspection. His areas of responsibility include: inspection of construction activities; project coordination with Contractor’s field personnel; project final measurement preparation and documentation; density log book preparation and documentation; asphalt milling and paving inspection, structural concrete inspection, material sampling and testing.

RELEVANT PROJECT EXPERIENCE

DRMP, Inc. (May 2014 - Present): Mr. Terrell serves as a Senior Inspector for DRMP’s Construction Services Market Sector, on a variety of roadway projects for the FDOT. Specific project experience includes:

FDOT District Five LAP Continuing Services Contract for LAP Support for CEI Services (Apr 2019 - Ongoing): Senior Inspector for this 5-year contract with FDOT. This project consists of administering CEI services through the FDOT LAP Construction Special Projects Group. Each project is negotiated as a Task Work Order estimate for the specific local agency.

- **City of Ocala Sidewalk Improvements (436375-1-58-01), Marion County, Florida (Jul 2022 - Ongoing)**

CEI Services for CEI Group 160, E5Z94 (441211-1-62-02), FDOT District Five, Oviedo Operations, Seminole County, Florida (Mar 2021 - Jun 2021): Senior Inspector on this project. The project consists of expansion of the existing advanced transportation management system (ATMS) in Seminole County. Mr. Terrell’s duties on the project includes inspection of removal of existing signs, structures, and foundations. Reviewing and documenting construction activities; testing of concrete for drilled shafts; installation of uprights, trusses and ADMS. Inspection of grounding arrays, directional drilled and direct buried conduits, installation of pull boxes, installation of signal cabinets and installation of nonstructural concrete for aprons and sidewalks.

US 441 Utility Relocations (429356-2-54-01), FDOT District Five EDTPF/FDEP SRF, City of Mount Dora, Lake County, Florida (Sept 2019 - Jan 2022): Senior Inspector for this utility relocation project with funding sources from FDOT EDTPF and FDEP SRF grants. The project consists of relocation three major utilities along US 441. Some of the major items include directional drilling of 12-inch and 16-inch mains; jack and bore 16-inch, 18-inch and 24-inch casings; open cut installation of 8-inch, 10-inch, 12-inch and 16-inch mains. Other improvements include asphalt paving, concrete sidewalk and landscaping.

Years of Experience

14 Total
8 With DRMP

TIN

T640435881010

Education

Belleview High School, 2006

CTQP

Asphalt Paving Technician – Levels I & II
 Concrete Field Inspector – Level I
 Drilled Shaft Inspection
 Earthwork Construction Inspector – Levels I & II
 Final Estimates – Level I

FDOT

Critical Structures Self Study
 Public Records Computer Based Training
 Construction Issues Study Course
 Construction Academy
 Engineering Technician Academy
 TTC Intermediate Maintenance of Traffic

Other Certifications

ACI Concrete Field-Testing Technician – Level I
 DRMP Hazmat Training
 FDEP Stormwater, Erosion & Sedimentation Control Inspector
 IMSA Traffic Signal Technician - Level I
 MSE Wall Inspector
 NSC Defensive Driving Course
 Nuclear Density Gauge Safety Sign Installation and Inspection



BRIAN P. CROWL, PE
Quality Assurance/Quality Control



VALUE ADDED TO PROJECT:
 +Extensive FDOT and Local Agency experience
 +Strong construction engineering background
 +Extensive QA/QC experience

Brian P. Crowl, PE, has 15 years of experience in construction engineering inspection services specializing in transportation infrastructure projects. He has substantial experience managing FDOT, County and City projects and can proficiently and effectively delegate tasks to meet project deadlines. Mr. Crowl is skilled in effective team management, engineering tools and equipment, all Microsoft Office applications and contract and specification interpretation.

RELEVANT PROJECT EXPERIENCE

DRMP, Inc. (May 2011 - Present): Mr. Crowl serves as a Senior Project Engineer for DRMP’s Construction Services Market Sector on various projects for FDOT, local municipalities and private developers. Specific project experience includes:

SR 572 (Drain Field Road) at Don Emerson Drive Roundabout, City of Lakeland, Polk County, Florida (Apr 2022 - Ongoing): Senior Project Engineer for this 0.36-mile project to convert the intersection of Drain Field Road and Don Emerson Drive into a roundabout to improve the flow of traffic ingressing and egressing from Lakeland Regional Airport and the Publix Corporate Office. The primary components of this project include flexible asphalt pavement, rigid concrete pavement, optional base, type B stabilization, 4-foot concrete sidewalk, drainage improvements, type B fencing, lighting upgrades, landscaping, signing and thermoplastic pavement markings. This project requires extensive coordination efforts with Lakeland Regional Airport, Publix Corporate, FDOT, Utility Owners, and Citrus Connection.

Big Bend Road (CR 672) at I-75/SR 93A from West of Covington Garden Drive to East of Simmons Loop (FPID 424513-3-62-01), FDOT District Seven, Hillsborough County, Florida (Aug 2021 – Ongoing): Senior Project Engineer on this Design Build project for FDOT District Seven in Hillsborough County. This project consists of adding lanes and reconstruction of Big Bend Road from west of Covington Garden Drive to east of Simmons Loop, realignment and reconstruction of old Big Bend Road from west of I-75 to east of I-75, I-75 widening and ramp reconstruction from south of big bend road to north of big bend road, and construction of a new roundabout at the proposed intersection of old Big Bend Road and Bullfrog Creek Road.

Lakeland Park Drive Connector from Lakeland Park Drive to Carpenters Way (Project No. 008445) City of Lakeland, Polk County, Florida (Apr 2021 - Jun 2022): Senior Project Engineer on this 300-day, 0.42-mile roadway project connecting Lakeland Park Drive to Carpenters Way through heavy woods and vegetation. The project includes new roadway construction, two inches of Type SP structural asphalt and one inch of 9.5 asphalt friction course, MSE walls, permanent aluminum sheet pile walls, subsoil excavation, a 10-foot-wide concrete trail, a 10-foot-wide asphalt trail, new water main and force main, extensive drainage, a wetland mitigation area, and three ponds for stormwater discharge.

Years of Experience

15 Total
 11 With DRMP

TIN

C640075844260

Professional Registration

Professional Engineer
 No. 80446, Florida, 2016

Education

Bachelor of Science in Civil Engineering,
 Florida State University, 2010
 Florida Engineering Leadership Institute CO 2021

CTQP

Final Estimates – Levels I & II
 QC Manager

FDOT

Critical Structures Construction Issues Self
 Study Certification Earthwork Density Record
 System Training
 District I Roadside Barrier Training
 Construction Academy
 FDOT Maintenance of Traffic Workshop
 TTC Advanced Maintenance of Traffic

Other Certifications

APNGA Nuclear Gauge Safety Certification
 FDEP Stormwater, Erosion, & Sedimentation
 Control Inspector
 Nuclear Density Gauge Safety



CHANDLER J. SPARROW
Contract Support Specialist



VALUE ADDED TO PROJECT:

- +Familiar with FDOT's Electronic Document Management System
- +Highly skilled at maintaining and tracking EEO documents
- +Well-versed in FDOT policies and procedures

Chandler J. Sparrow serves as a Contract Support Specialist for DRMP's Construction Services Market Sector.

RELEVANT PROJECT EXPERIENCE

CEI Services for Various LAP Projects (439498-1-68-01), FDOT District Two, Florida (May 2019 - Ongoing): Contract Support Specialist for this Districtwide Contract that consists of separate LAP projects assigned as required per task order. Includes sidewalk, roadway improvements and bike/path trail.

- **SR 15A (Pine Avenue) Pedestrian Bridge/Sidewalk Improvement (433348-1-58-01), Clay County, Florida(Jun 2020-Dec 2021):**
- **CR 209 Safety Improvements for Clay County (439511-1-58-01), Clay County, Florida (Aug 2021 - Apr 2022):** Consists of approximately 6.6 miles of roadway improvements along CR 209 from 315B to Henley Road. The improvements include construction of paved shoulders in select locations, pavement widening to accommodate intersection improvements at Sandridge Road and CR 209 and the addition of updated signs and pavement markings.
- **US 1/Wildwood Drive Intersection Improvements (439470-1-58-01), St. Johns County, Florida (Feb 2021 - Dec 2021):** Contract Support Specialist for intersection improvements including the construction of a new signal, lighting, milling and resurfacing, turn lane widening and drainage.
- **St. Johns Avenue Bike Path/Trail (433996-1-58-01), Putnam County, Florida (Mar 2021 - Ongoing):** Contract Support Specialist for an approximately 11,300-foot bike trail along St. Johns Avenue in Putnam County. Includes: temporary erosion control measures, clearing, grubbing, subbase preparation, base preparation, asphaltic concrete paving, installing drainage culverts and structures, sod placement, seeding and other incidental work.

SR 30A (US 98) From the Walton County Line to Heather Drive, (437759-1-52-01, 437759-1-52-02, 437759-1-52-03), FDOT District Three-Panama City Construction Office, Bay County, Florida (Aug 2021 - Ongoing): Contract Support Specialist on this FDOT District Three construction project that consists of over 6.9 miles of milling and resurfacing, paved shoulders, 19 new turn lanes which includes turn lane widening (removing the slip lane ramp from US 98 to Front Beach Road and replacing the eastbound right turn lane immediately adjacent to US 98), drainage improvements (including over 1200-LF of French drain), guardrail installation, highway signing, pavement markings, mast arm signalization, addition of six feet of sidewalk along the north side of the roadway and on the south side from the west side of Front Beach Road to the Walton County Line, a shared use path from the east side of Front Beach Road to Summer Breeze Road and pedestrian improvements to the eastbound bridge over Phillips Inlet. The pedestrian improvements to Phillips Inlet bridge include removal of 6-foot, 8-inches of the southern concrete deck slab by hydro blasting the top four inches of concrete and replacing with Class IV concrete and construction of slot drains. 36-inch single slope traffic railing with conduits, will also be constructed along the eastbound traffic side of US 98. Utility work adjustments to manholes and valve boxes located in the roadway pavement is also included in this contract.

Years of Experience

6 Total
 1 With DRMP

TIN

S160110909440

Education

Bachelor of Science in Civil Engineering -
 Minor in Construction Engineering,
 University of Alabama, 2014

CTQP

Final Estimates Level I & II

FDOT

TTC Advanced Maintenance of Traffic

Other

FDEP Stormwater, Erosion and Sedimentation
 Control Inspector

Professional Affiliation

Society of American Military Engineers
 American Society of Civil Engineers

TAB 4

Project Understanding, Approach and Methodology

Understanding and Approach

DRMP's construction services are centered on one basic principle – we are your eyes and ears on the site. From notice to proceed to final completion, our staff works to ensure each project is constructed safely, on-time, within budget and quality-controlled. Our CEI team is able to provide a wide range of diverse experience to handle a variety of construction projects throughout Nassau County. These projects can include park and recreation facilities, storage buildings, parking garages, maintenance buildings, utility pipelines, underground utilities, water and wastewater treatment plants, marine facilities, seawalls, docks, fire stations, auditoriums, community centers, repair and maintenance inspection of bridges and roadways, including resurfacing and new construction, drainage structures and culverts, shade structures and office buildings. Not only will our staff have the required skills to navigate these projects successfully, but the County will have the expertise of DRMP and our subconsultants as a whole. Our team's expert staff of engineers, surveyors, planners, scientists, and inspectors work together to offer a broad range of services. By bringing every perspective to the table, we make powerful ideas a reality while transforming the communities we serve.

Preconstruction Tasks

We believe that ensuring the quality of the product produced for our clients is one of the most important things we do. To make sure we have a clear understanding of the specific project needs, we like to hold a kickoff meeting with key members of the project team prior to the preconstruction conference to discuss the contract documents, processes, and preferences for the project. We intend to utilize this practice for this project as we believe this is a major benefit for all parties involved and helps to clear up uncertainties prior to meeting with the contractor as a team.



Preconstruction typically begins approximately 30 days prior to the anticipated start of construction. During this time, we will conduct and schedule the Preconstruction Conference, create the project-specific preconstruction agenda, coordinate with utility agencies, and send out a meeting invitation to all applicable parties. The Project Administrator will review the plans for errors or omissions and our Senior Inspector will use this time to take photos and video of the project's existing conditions specifically focusing on any areas identified for potential claims through plans review.

PROJECT SCHEDULE AND MATERIAL SUBMITTALS

Our team is experienced in dealing with the current issues with construction and material delays that have been prevalent throughout the industry. Due to potentially unpredictable markets, DRMP will request a project schedule and material submittals from the Contractor prior to construction beginning. The Project Administrator will review the construction schedule for accuracy and completeness. In addition, he will work with the Contract Support Specialist to review material submittals for compliance with the contract documents in order to reduce the review time required by the Engineer of Record (EOR). We have found that ensuring the schedule accurately reflects material delivery times and requesting submittals as early as possible have proven to mitigate project time delays and additional costs associated with schedule impacts.



UTILITY REVIEW

Before each project begins and during the initial startup of construction our Project Administrator and Senior Inspector will thoroughly review the plans and field conditions for potential utility conflicts. We will actively coordinate with the utility companies and the EOR to identify any areas of concern and work with the County and the contractor to mitigate these concerns prior to construction beginning in those areas.

Construction

Throughout construction, our staff will remain on-site to interact with the contractors, report on progress, and accurately document all construction activities. The County will be provided with a weekly email summarizing the work completed in the previous week, the anticipated schedule for the next week, a contract status update that includes budget and schedule tracking, and photos of the contractor’s operation from the previous week where applicable. Clear communication between inspectors and the contractor is key to reducing the risk of change orders.



INSPECTION

It is the goal of our inspectors to resolve any issues or conflicts, within their authority, at the field level. Working cooperatively with the contractor to develop solutions for correction helps to keep the project moving forward and reduces the risk of change orders for minor items. If it is determined that escalation is required, the Project Administrator will be notified of all details, involve all appropriate parties, and then provide a collective response from the project team. Our team will perform construction inspection along with the associated documentation and required reporting. It will be our primary function to ensure aspects of the project are built-in substantial compliance with the contract documents.

INSPECTION AND REPORTING DUTIES

Verifying permit conditions and compliance	Inspecting erosion/sediment control measures
Checking maintenance of traffic (MOT)	Observing and documenting construction operations
Measuring and verifying quantities for payment	Documenting potential extra work and delay issues
Conduct construction surveys	Providing project video and photographic documentation
Preparing a weekly summary of project activities	Monitoring and verifying the contractor’s quality controls and acceptance testing
Providing on-the-spot notification of any deficiencies and guidance on acceptable corrections	

PUBLIC AND RESIDENT PROJECT INQUIRIES

Typically, public and residential inquiries are initially received in the field or via phone calls to our staff. Our CEI team will act as the County’s representative when receiving and responding to public inquiries. Each project is made possible by the citizens of Nassau County and should be a point of pride for everyone that visits or passes by the project. Our field staff are trained to respectfully handle public inquiries. Whether contact is made directly with the CEI team or with the contractors, we will ensure any communication with the public and state, city, or County representatives, is handled with a high level of customer service and respect. When an inquiry or complaint is received in the field, project staff will relay all information to the Project Administrator in order to keep all parties apprised of any questions or concerns. We have also found that having a flier with general project information and the appropriate contacts listed helps our staff clearly relay the benefits of the project to the public. With approval from the County, we will create fliers for our inspection staff to have on hand to distribute to local business and any members of the public who stop by the project with questions. If further interaction is required, our Project Administrator will reach out and handle the inquiry directly. Depending on the nature and importance of the inquiry, the County will be notified immediately for follow up as needed.

Engineering and Contract Administration

Project administration, documentation, and reporting is a key aspect of any CEI service. For each project assigned, we will verify compliance with the approved plans, specifications, and regulations as well as track and assist with Request for Modifications, Requests for Information, and Requests for Correction. Our documentation and inspection efforts will provide the County with a quality project constructed in accordance with the specific contract documents. Our CEI team understands the importance of accurate and timely documentation and will perform engineering and contract administrative services including but not limited to:

ENGINEERING AND CONTRACT ADMINISTRATIVE SERVICES

Approving monthly pay requests	Evaluating and resolving construction issues
Generating engineering estimates and providing analyses for additional work/change orders	Reviewing and approving minor field changes
Preparing, submitting and certifying the final estimate	Keeping the County informed of non-compliant issues and recommending corrective action
Providing recommendation of acceptance upon project completion	Providing record drawings from the contractor's marked-up drawings and field as-builts
Contract and grant administration	Scheduling and attending construction-related meetings
Documenting and tracking pay quantities	Informing the County of non-compliant issues and recommending corrective action
Providing utility coordination and conflict resolution	Permit monitoring compliance
Ecological monitoring	Verifying the contractor's inspection and reporting regarding National Pollutant Discharge Elimination System (NPDES)
Reporting, documenting, and handling questions and concerns with public/residential inquiries in a timely, professional manner	

Quality Assurance/Quality Control (QA/QC)

At DRMP, we believe that assuring the quality of the product produced for our clients is one of the most important things we do. The presence and implementation of a QA/QC plan is an essential element of providing superior services and DRMP has long been recognized for producing quality engineering services. One reason for this recognition is our dedication and commitment to the QA/QC process throughout the organization. Each QA/QC plan is tailored to the specific needs of the project. An overarching QA/QC plan will be established for this contract with a specific plan to ensure that the deliverables meet the established scope requirements, project objectives and the County's expectations.



During the term of the contract, DRMP's QA/QC staff will review various phases of our team's operations, such as construction inspection, materials sampling and testing, and administrative activities, to determine compliance with this agreement. If deficiencies are indicated, remedial action will be implemented immediately.

As part of our QA/QC Program, DRMP will provide the County with a certification documenting the QA/QC reviews completed. This certification signifies that the work has been performed in accordance with the construction plan requirements, specifications, and scope of services. This certification is similar to the Contractor's QC Certification and will be submitted with the next monthly invoice following the review. This will bring accountability to our staff and gives the County assurances that DRMP is committed to providing quality CEI services, while always looking to improve our processes.

Project Closeout

This phase is anticipated to begin upon final acceptance of the construction contract. Proper project closeout requires a proactive coordination effort throughout construction. We will verify compliance with all contract requirements, coordinate necessary plan changes and obtain approval from the County staff. A closeout checklist will be used to verify proper and complete documentation. Upon completion of all project documentation, an electronic copy will be provided to the County for record retention.



Innovative Concepts and Cost Containment

At DRMP, collaboration means applying every available resource to our projects to transform our clients' vision to reality. We are enthusiastic about sharing ideas, optimizing technology and learning from our peers to improve infrastructure needs.

With this approach, DRMP achieves the highest standard of quality and produces innovative outcomes for the community-at-large.

DELIVERING INNOVATIVE PROJECT SOLUTIONS THROUGH COLLABORATION

Our experts have years of industry insight in performing our services to deliver successful project solutions to meet the unique needs of Nassau County. Our team's extensive reach of resources throughout DRMP and our subcontractors will provide the County with the ability to review each project for innovative options and cost savings.

CONSTRUCTION SERVICES

From first notice to final completion, DRMP will work to make sure each project is constructed safely, on-time and within budget. Our Construction Services team is skilled at performing constructibility reviews and developing cost estimates. Reviewing the plans and specifications for potential conflicts and resolving conflicts prior to advertisement can result in significant cost savings for the County. In addition, when additional work is anticipated, our Senior Project Engineer and Project Engineer will work together to develop a cost estimate for the project by utilizing historical data and knowledge of recent events. Any quotes received from contractors will be thoroughly checked against the engineering estimate and in cases of unusually high proposals, individual pay items will be negotiated to ensure the County receives a fair and accurate price.



SUBSURFACE UTILITY ENGINEERING (SUE)

By using state-of-the-art underground utility equipment, our team provides accurate documentation, which allows our clients to uncover conflicts and increase safety and accuracy.

SURVEYING & MAPPING/GEOSPATIAL

In our mission to deliver accurate data collection, DRMP's professionals, certified technicians and field staff strive to remain adaptive in all environments, offering expertise in both traditional and modern project solutions.

GEOGRAPHIC INFORMATION SYSTEMS (GIS)

Our expert GIS team integrates a variety of project data to reveal deeper insights and provide visualization tools to help our clients make informed decisions. We perform implementations of ArcGIS Online and Portal for ArcGIS to publish online maps and mobile apps for utilities. Many of our clients integrate GIS with a work management or permitting enterprise system; we have the programming and relational database experience to integrate with AssetWorks, Energov, CityWorks, WindMil, Synergi, Eaton CYME, or other enterprise systems.

ECOLOGICAL SERVICES

Serving as an environmental liaison, DRMP simplifies the environmental compliance of regulatory agencies by formulating alternatives that minimize impacts to natural resources.

TAB 5

References

REFERENCES

Robert Companion, Nassau County, Florida

P: 904.491.7334 | **A:** 96135 Nassau Place, Suite 1, Yulee, FL 32097 | **E:** rcompanion@nassaucountyfl.com

Total Contract Value: \$52,000

Performance Period: 04/2021-05/2022

CR 121 Nassau County Safety Improvements: 40-mile signing and pavement marking LAP project CR 121, South 14th Street, Chester Road, Sadler Road, and Amelia Concourse. The project includes new thermoplastic striping, including crosswalk improvements throughout the project, and new signing throughout the project with reflective sheeting to enhance safety for pedestrian and vehicular traffic.

Stephen Koterak, Clay County, Florida

P: 904.491.7334 | **A:** 1109 South Marion Avenue, Lake City, FL 32035 | **E:** stephen.koterak@claycountygov.com

Total Contract Value: \$147,000

Performance Period: 05/2022-11/2022

SR 15A (Pine Avenue) Pedestrian Bridge/Sidewalk Improvements: DRMP provided CEI services on the construction improvements of pedestrian bridges along SR 15A (Pine Avenue) from Philips Street to Banyan Circle and on Bald Eagle Road at the intersection of Eagle Harbor Parkway including sidewalk reconstruction and demolition/replacement of three pedestrian bridges on Fleming Island. Construction included clearing and grubbing, sidewalk, excavation and grading, erosion and sediment control, bank and shore armament, guardrail, pedestrian railing, sodding and pavement marking.

Thomas Strom, PE, Florida Department of Transportation - District 2

P: 352.548.1223 | **A:** 5620 NW 120 Lane, Gainesville, FL 32653 | **E:** tstrom@alachuacounty.us

Total Contract Value: \$31,000

Performance Period: 09/2022-02/2023

CR 235 at NW 94th Avenue: This project consists of construction of an overhead flashing beacon warning system for CR 235 at NW 94th Avenue including signing, pavement markings, and incidental work.

Similar Contracts in the Last Five Years

ROBERT "SKIP" FLINT

FDOT D2 LAP CSC

P: 386.961.7342 | **A:** 2198 Edison Avenue, Jacksonville, FL 32204 | **E:** robert.flint@dot.state.fl.us

Performance Period: 10/2019-Ongoing

RICK GROOMS

FDOT D5 LAP CEI Continuing Services

P: 386.943.5000 | **A:** 719 S Woodland Boulevard, DeLand, FL 32720 | **E:** richard.grooms@dot.state.fl.us

Performance Period: 07/2019-Ongoing

PHYLLIS WALLACE

City of Deltona, CEI Continuing Services

P: 386.736.5967 | **A:** 2345 Providence Boulevard, Deltona, FL 32725 | **E:** pwallace@deltonafl.gov

Performance Period: 04/2020-Ongoing

WAYNE JACKSON

Volusia County, CEI Continuing Services

P: 386.736.2700 | **A:** 123 W Indiana Avenue, 4th Floor, DeLand, FL 32720 | **E:** wjackson@volusia.org

Performance Period: 08/2019-Ongoing

KIRBY RADFORD

FDOT D1 Continuing Services Inspection

P: 863.519.4107 | **A:** PO Box 1249, Bartow, FL 33831 | **E:** Kirby.Radford@dot.state.fl.us

Performance Period: 05/2018-Ongoing

BOBBY WYATT

City of Oviedo, CEI Continuing Services

P: 407.971.5648 | **A:** 400 Alexandria Boulevard, Oviedo, FL 32765 | **E:** bwyatt@cityofoviedo.net

Performance Period: 04/2018-Ongoing

KIRBY RADFORD

FDOT D1 Continuing Services Maintenance

P: 863.519.4107 | **A:** PO Box 1249, Bartow, FL 33831 | **E:** Kirby.Radford@dot.state.fl.us

Performance Period: 05/2022-Ongoing

REBECCA JONES

Santa Rosa County Continuing Professional Engineering Services

P: 850.981.7100 | **A:** 6495 Caroline Street, Suite M, Milton FL 32570 | **E:** rebeccaj@santarosa.fl.gov

Performance Period: 03/2021-Ongoing

ED COOK

City of Callaway Continuing Services

P: 850.605.2752 | **A:** 6601 E Highway 22, Callaway, FL 32404 | **E:** ECook@cityofcallaway.com

Performance Period: 04/2017-Ongoing

GREG JAMES

City of Lakeland CEI LAP Continuing Services

P: 863.834.8440 | **A:** 228 S Massachusetts Avenue, Lakeland, FL 33801 | **E:** Greg.James@lakelandgov.net

Performance Period: 01/2019-Ongoing

BOJAN CVIJETIC

CEI On-Call Services Contract

P: 336.375.1774 | **A:** 1000 Birch Ridge Drive, Raleigh, NC | **E:** bcvijetic@ncdot.gov

Performance Period: 11/2020-Ongoing

JIM NELSON

CEI Services for Daytona Beach, LAP Continuing Services Contract

P: 386.671.8600 | **A:** PO Box 2451, Daytona Beach, FL 32115 | **E:** NelsonJames@CODB.US

Performance Period: 12/2021-Ongoing

TAB 6

Current Workload

CURRENT WORKLOAD

We understand that this is an as-needed and as-requested services contract, therefore individual personnel availability will fluctuate based on project size, time and scope. We have provided a list of projects that proposed team members are currently involved in for reference. However, the proposed team is comprised of multiple personnel under each role in order to staff each project appropriately when assigned. The Project Manager, Megan R. Whitmore, PE, is currently 50% available in order to manage this contract and maintain consistency throughout all projects.

PROJECT NAME	PRIME OR SUBCONSULTANT	START DATE	EST. COMPLETION DATE
City of New Smyrna SR 44 Signal Project	Prime	3/25/2022	2/1/2023
City of New Smyrna US 1 and SR 44 Landscaping	Prime	3/6/2023	8/6/2023
City of Lakeland CEI Continuing Services	Prime	4/1/2022	TBD
City of Kissimmee Consult Engineering Services	Sub	3/7/2022	TBD
FDOT D2 - Gainesville Ops CEI	Sub	10/2/2019	10/2/2024
Williamson Boulevard and Strickland Range Road Intersection	Prime	12/1/2022	8/3/2023
FDOT D2 CEI Continuing Services	Prime	5/19/19	5/19/2024
FDOT D5 LAP CEI Continuing Services TWO 01	Prime	8/1/2019	8/1/2024
City of Deltona CEI Constructability	Prime	4/8/2020	TBD
CEI Services for Daytona Beach LAP Freemont Avenue Sidewalks	Prime	10/1/2022	2/1/2023
City of Palm Coast Lehigh Trail Trailhead Project	Prime	1/16/2023	10/15/2023
Hernando County LAP - Elgin Boulevard from Deltona Boulevard to Mariner Boulevard	Prime	1/3/2023	TBD
CEI Services for Douglas Road Improvements	Prime	10/1/2022	TBD
CEI Group 10- CSC for Maintenance Personnel Support Services	Sub	9/14/2022	TBD



TAB 7

Technology

TECHNOLOGY

Our team is filled with forward thinkers when it comes to applying new technologies. Our systems and processes are designed to deliver trusted proven technologies that increase productivity and help staff meet project goals. Below are some areas of expertise DRMP is capable of providing for each project.

UTILITY SYSTEMS

Both water and wastewater are precious resources, and in our resource-constrained world, they are more important than ever. DRMP is proud to be an expert in this field of utility engineering. We are knowledgeable and experienced in modifying and upgrading existing utilities systems to meet the ever-tightening regulatory requirements and deteriorating infrastructure. Improving utility infrastructure performance and operability by incorporating new technologies and processes is a trademark of our firm.

Our team of utility engineers designs, permits, and prepares construction plan drawings for a wide range of utility system infrastructures. We help clients expand, rehabilitate, and modernize existing facilities for growth purposes to provide reliable conveyance solutions, and we work within our clients' budgets to successfully upgrade their systems to meet regulations set by state and federal regulatory agencies.

GEOGRAPHIC INFORMATION SYSTEMS (GIS)

Geographic Information Systems (GIS) is a powerful technology tool that can be integrated into any project to visualize all forms of geographically-referenced data. DRMP's GIS professionals offer a full range of GIS services including customized datasets and spatial analysis ranging from simple mapping to highly sophisticated 3-D analyses. By implementing this innovative tool, we can assist you in making informed decisions for development, planning, project design, right-of-way, environmental, and overall project cost impacts.



SURVEYING AND MAPPING

Surveying and mapping are the foundation of any successful design or construction project. Accuracy and the ability to adapt to any environment are the hallmarks that have made DRMP a trusted leader in the surveying industry. As one of the largest firms in the southeast United States, we have a diverse staff of registered professionals, certified technicians, and field staff with the expertise, experience, and mobility to help lay the groundwork for any project.

UNMANNED AERIAL VEHICLE (UAV)

With the ability to collect GPS in flight and post process with minimal ground control, DRMP's UAV can provide a unique prospective of the project for the County. Our certified UAV pilot, certified by the Federal Aviation Administration (FAA), will allow us to provide project photos with a bird's eye view in order to accurately track progress and monitor any issues throughout construction.



TAB 8

Hourly Rate Schedule
Not Applicable

TAB 9

Attachments/ Administrative Information



ATTACHMENT "A"
ADDENDA ACKNOWLEDGMENT

<p>Acknowledgment is hereby made of receipt of addenda issued during the solicitation period.</p> <p>SOLICITATION NUMBER: NC23-015-RFQ</p>	<p>Addendum # <u> 1 </u> through # <u> </u></p> <p>Date: 2/6/2023</p>
<p>Signature of Person Completing: <i>Erica T. Jernigan</i></p>	
<p>Printed Name: Erica T. Jernigan, PE</p>	<p>Title: Vice President</p>

>>>Failure to submit this form may disqualify your response<<<

**ATTACHMENT "B"
SWORN STATEMENT
UNDER FLORIDA STATUTE 287.133(3)(a) ON PUBLIC ENTITY CRIMES**

TO BE RETURNED WITH BID

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for Nassau County
RFQ NC23-015.
2. This sworn statement is submitted by DRMP, Inc. (entity submitting sworn statement), whose business address is 8001 Belfort Parkway, Suite 200
Jacksonville, FL 32256 and its Federal Employee Identification Number (FEIN) is 59-1791174. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: N/A.)
3. My name is Erica T. Jernigan, PE (please print name of individual signing), and my relationship to the entity named above is Vice President.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
 - a) A predecessor or successor of a person convicted of a public entity crime; or
 - b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not to fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

x Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

 The entity submitting this sworn statement, or one of more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

 There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

 The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

 The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)


Erica T. Jernigan
Signature

2/6/2023
Date

State of: Florida

County of: Orange

Sworn to (or affirmed) and subscribed before me by means of x physical presence or online notarization, this 6 day of February, 20 23 by Erica T. Jernigan, PE who is x personally known to me or produced as identification.

 Yaneth M. Imperatrice
Notary Public
State of Florida
Comm# HH066020
Expires 11/22/2024

Yaneth Imperatrice
Notary Public
My commission expires: 11/22/2024

**ATTACHMENT "C"
DRUG FREE WORKPLACE CERTIFICATE**

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that _____
_____ DRMP, Inc. _____ (print or type name of firm)

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

[Remainder of the page intentionally blank.]

“As a person authorized to sign a statement, I certify that the above-named business, firm, or corporation complies fully with the requirements set forth herein.”


Erica T. Jernigan
Authorized Signature

2/6/2023
Date Signed

State of: Florida

County of: Orange

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 6 day of February, 2023 by Erica T. Jernigan, PE who is personally known to me or produced _____ as identification.

 Yaneth M. Imperatrice
Notary Public
State of Florida
Comm# HH066020
Expires 11/22/2024

Yaneth Imperatrice
Notary Public

My commission expires: 11/22/2024



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 Yulee
Dist. No. 4 Bryceville/Hilliard
Dist. No. 5 Callahan/West Yulee

JOHN A. CRAWFORD
Ex-Officio Clerk

DENISE MAY
County Attorney

TACO E. POPE, AICP
County Manager

ATTACHMENT "D" E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

Project Name: Continuing Contract for Professional Construction Engineering Inspection Services

Bid No./Contract No.: NC23-015-RFQ

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

- 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.

18. Rivers and Harbors Act (33 U.S.C. § 407)
19. Marine Protection, Research and Sanctuaries Act (Pub. L. 92-532, as amended), National Marine Sanctuaries Act (16 U.S.C. § 1431 et seq.), and Executive Order 13089 (“Coral Reef Protection”)
20. Farmland Protection Policy Act (7 U.S.C. 4201 et seq.)
21. Fish and Wildlife Coordination Act (16 U.S.C. 661 et seq.)
22. Pursuant to 2 CFR §200.322, CONSULTANT must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

[Remainder of the page intentionally blank.]

EXHIBIT "A"

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that DRMP, Inc. (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 DRMP, Inc. (Contractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.

Erica T. Jernigan

Print Name: Erica T. Jernigan, PE

Date: 2/6/2023

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 2/6/2023 (Date) by Erica T. Jernigan, PE (Name of Officer or Agent, Title of Officer or Agent) of DRMP, Inc. (Name of Contractor Company Acknowledging), a Florida (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced _____ as identification.

Yaneth Imperatrice
Notary Public

Yaneth Imperatrice
Printed Name



Yaneth M. Imperatrice
Notary Public
State of Florida
Comm# HH066020
Expires 11/22/2024

My Commission Expires: 11/22/2024



Company ID Number: 148561

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	DRMP, Inc.
Company Facility Address	941 Lake Baldwin Lane Orlando, FL 32814
Company Alternate Address	
County or Parish	ORANGE
Employer Identification Number	591791174
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	16



Company ID Number: 148561

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FLORIDA	12 site(s)
GEORGIA	1 site(s)
NORTH CAROLINA	3 site(s)



Company ID Number: 148561

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Doreen Douglas
Phone Number (407) 896 - 0594 ext. 1301
Fax Number (407) 386 - 6437
Email Address ddouglas@drmp.com



Company ID Number: 148561

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EXHIBIT "B"

SUBCONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that AE Engineering, Inc. (Subcontractor 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 AE Engineering, Inc. (Subcontractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.

Rmyrck

Print Name: Roderick Myrick, P.E.

Date: 2/10/2023

STATE OF FLORIDA

COUNTY OF Martin

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 10th day of February 2023 (Date) by Roderick Myrick (Name of Officer or Agent, Title of Officer or Agent) of AE Engineering, Inc. (Name of Contractor Company Acknowledging), a Florida (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced N/A as identification.

Renee a. wood
Notary Public

Renee a. wood
Printed Name

My Commission Expires: 3/16/2026





Company ID Number: 760681

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the AE Engineering, Inc. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



Company ID Number: 760681

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly



Company ID Number: 760681

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

Page 3 of 17 E-Verify MOU for Employers | Revision Date 06/01/13



Company ID Number: 760681

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon



Company ID Number: 760681

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.



Company ID Number: 760681

- b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
- c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
- d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
- e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
 - ii. The employee's work authorization has not expired, and
 - iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
 - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
 - iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with



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- b. Photo verification checks (when available) on employees.
- 2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
- 3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
- 4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
- 5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
- 6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
- 7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
- 8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
- 9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

- 1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify



Company ID Number: 760681

case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the



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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

**ARTICLE IV
SERVICE PROVISIONS**

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

**ARTICLE V
MODIFICATION AND TERMINATION**

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.



Company ID Number: 760681

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

**ARTICLE VI
PARTIES**

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,



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Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.



Company ID Number: 760681

Approved by:

Employer AE Engineering, Inc.	
Name (Please Type or Print) Emilee Prater	Title HR Generalist
Signature Electronically Signed	Date 12/01/2022
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 12/01/2022



Company ID Number: 760681

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Kimberly Rowell
(904) 719 - 6857

krowell@aeengineeringinc.com

Emilee Prater
(904) 622-8499

eprater@aeengineeringinc.com



Company ID Number: 760681

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EXHIBIT "B"

SUBCONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Ayres Associates Inc (Subcontractor 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 Ayres Associates Inc (Subcontractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.

Subrata

Print Name: Subrata Bandy, PE, Vice President

Date: 2/13/2023

STATE OF FLORIDA

COUNTY OF Hillsborough

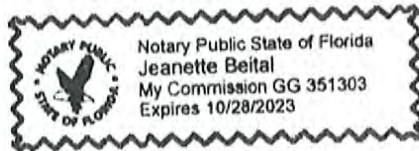
The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 2/13/2023 (Date) by Subrata Bandy (Name of Officer or Agent, Title of Officer or Agent) of Ayres Associates Inc (Name of Contractor Company Acknowledging), a Wisconsin (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced _____ as identification.

Jeanette Beital

Notary Public

Jeanette Beital


Printed Name



My Commission Expires: 10/28/2023

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



Menu 

My Company Account

My Company Profile

Company Information

Company Name

Ayres Associates Inc

Doing Business As (DBA)

Company ID

64162

Enrollment Date

10/26/2007

Employer ID Number

390965082

Unique Entity Identifier (UEI)

DUNS Number

062836309

Total Number of Employees

100 to 499

NAICS Code

541

Sector

Professional, Scientific, and Technical Services

Subsector

Professional, Scientific, and Technical Services

[Edit Company Information](#)

Employer Category

Employer Category

Federal Contractor with FAR E-Verify Clause

[Edit Employer Category](#)

Company Locations

Physical Address

3433 Oakwood Hills Parkway
Eau Claire, WI 54701

Mailing Address

Same as Physical Address

[Edit Company Locations](#)

Hiring Sites

Number of Sites

13

[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](#)



EXHIBIT "B"

SUBCONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that NicNeval Engineering Services, Inc. (Subcontractor 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 NicNeval Engineering Services, Inc. (Subcontractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.

Webert Lovencin

Print Name: Webert Lovencin

Date: 2/9/2023

STATE OF FLORIDA

COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 2/9/2023 (Date) by Toshika Johnson (Name of Officer or Agent, Title of Officer or Agent) of NicNeval Engineering Services, Inc. (Name of Contractor Company Acknowledging), a Jacksonville, FL (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced _____ as identification.

[Signature]
Notary Public

Toshika Johnson
Printed Name

My Commission Expires: 6/23/2026



TOSHIKA JOHNSON
Notary Public
State of Florida
Comm# HH279725
Expires 6/23/2026



Company ID Number: 1579185

Approved by:

Employer NicNevol Engineering Services	
Name (Please Type or Print) Bensa R Nukunya	Title
Signature Electronically Signed	Date 08/20/2020
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 08/21/2020

EXHIBIT "B"

SUBCONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that CPH Consulting, LLC. dba CPH LLC. (Subcontractor 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 CPH Consulting, LLC. dba CPH LLC. (Subcontractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.



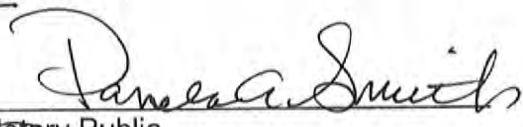
Print Name: Nikhel Jindal, GCC, Assoc. DBIA, ENV SP

Date: February 14, 2023

STATE OF FLORIDA

COUNTY OF Seminole

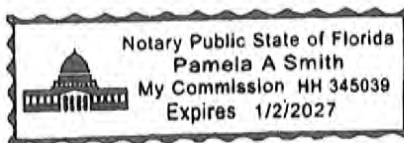
The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 2/14/2023(Date) by Nikhel Jindal, GCC, Assoc. DBIA, ENV SP (Name of Officer or Agent, Title of Officer or Agent) of CPH Consulting, LLC. dba CPH LLC. (Name of Contractor Company Acknowledging), a Florida (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

Pamela A. Smith
Printed Name

My Commission Expires: _____





Company ID Number: 348305

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	CPH Consulting LLC
Company Facility Address	500 West Fulton Street Sanford, FL 32771
Company Alternate Address	
County or Parish	SEMINOLE
Employer Identification Number	592068806
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	1 site(s)

**ATTACHMENT "G"
EXPERIENCE OF RESPONDENT**

The following questionnaire shall be answered by the Respondent for use in evaluating the submittal to determine the most qualified Respondent, meeting the required specifications.

1. **FIRM NAME:** DRMP, Inc.
 Address: 8001 Belfort Parkway, Suite 200
 City/State/Zip: Jacksonville, FL 32256
 Phone: 904.641.0123 Email: EJernigan@drmp.com
 Name of primary contact responsible for work performance: Erica T. Jernigan, PE
 Phone: 850.316.4729 Cell Phone: 850.418.1084
 Email: EJernigan@drmp.com

2. **INSURANCE:**
 Surety Company: N/A
 Agent Company: USI Insurance Services, LLC
 Agent Contact: Marilyn Lupico - Marilyn.Lupico@usi.com, 727.784.6285
 Total Bonding Capacity: \$ N/A Value of Work Presently Bonded: \$ N/A

3. **EXPERIENCE:**
 Years in business: 45
 Years in business under this name: 12
 Years performing this type of work: 45
 Value of work now under contract: \$85M
 Value of work in place last year: \$71M
 Percentage (%) of work usually self-performed: 84%
 Name of subvendors you may use: N/A
 Has your firm: Failed to complete a contract: ___ Yes x No
 Been involved in bankruptcy or reorganization: ___ Yes x No
 Pending judgment claims or suits against firm: ___ Yes x No

4. **PERSONNEL**
 How many employees does your company employ:

Management	<u>112</u> Full time	<u>0</u> Part time
Site/Crew Supervisors	<u>53</u> Full time	<u>0</u> Part time
Workers/Laborers	<u>37</u> Full time	<u>0</u> Part time
Clerical	<u>74</u> Full time	<u>7</u> Part time
Other	<u>253</u> Full time	<u>33</u> Part time

5. WORK EXPERIENCE:

List your three (3) most significant commercial accounts where the contract was similar in scope and size to this bid.

Reference #1:

Company/Agency Name: Florida Department of Transportation, District 2

Address: 2198 Edison Avenue, Jacksonville, FL 32204

Contract Person: Robert "Skip" Flint

Phone: 386.961.7342 Email: robert.flint@dot.state.fl.us

Project Description: Districtwide Contract that consists of separate LAP projects assigned as required per task order. Includes sidewalk, drainage, intersection, signing and pavement marking, and roadway improvements.

Contract \$ Amount: Varies by task

Date Completed: Ongoing

Reference #2:

Company/Agency Name: Florida Department of Transportation, District 5

Address: 719 S Woodland Boulevard, DeLand, FL 32720

Contract Person: Rick Grooms

Phone: 386.943.5000 Email: richard.grooms@dot.state.fl.us

Project Description: DRMP provides CEI services on this 5-year contract with FDOT. This project consists of administering CEI services through the FDC LAP Construction Special Projects Group. Each project is negotiated as a Task Work Order estimate for the specific local agency.

Contract \$ Amount: Varies by task

Date Completed: Ongoing

Reference #3:

Company/Agency Name: City of Deltona

Address: 2345 Providence Boulevard, Deltona, FL 32725

Contract Person: Phyllis Wallace

Phone: 386.736.5967 Email: pwallace@deltonafl.gov

Project Description: DRMP provides CEI services on this 3-year contract with City of Deltona. This project consists of administering CEI services for the City of Deltona. Each project is negotiated as a Task Work Order estimate for the City of Deltona.

Contract \$ Amount: Varies by task

Date Completed: Ongoing

**REMINDER:
THIS FORM IS TO BE INCLUDED WITH SUBMISSION. FAILURE TO SUBMIT ALONG WITH SUBMISSION MAY BE CAUSE FOR DISQUALIFICATION.**



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
Procurement Department
96135 Nassau Place, Suite 2
Yulee, Florida 32097
Ph: 904-530-6040

REMINDER: This addendum must be acknowledged, signed and returned with your proposal. Failure to comply may result in disqualification of your submittal.

TO: All Proposers
FROM: Thomas O'Brien, Procurement Specialist
SUBJECT: Addendum #1
Request For Qualification Number NC23-015
Continuing Contract for Professional Construction Engineering Inspection Services
DATE: January 27, 2023

This addendum is hereby incorporated into the solicitation documents of the project referenced above. The following items are clarifications, corrections, additions, deletions and/or revisions to, and shall take precedence over, the original documents.

Questions and Answers

1. Can you please provide the previously selected firms for this contract.
Answer: ETM and CDM Smith were the awarded firms under the previous contract.
2. Can resumes be added to the attachments in Tab 9? Or are they part of the 50 page limit and should they be added in section 3.
Answer: Resumes should be included in Section 3 and are part of the 50 page limit.
3. Can we provide an organizational chart on a 17" by 11" Inch page?
Answer: Yes. If the document can be uploaded electronically with your submission.
4. For Tab 8, can we include a page that says, "not applicable?"
Answer: Yes, that is acceptable.
5. Can you please confirm if resumes should be included for all personnel, or just key personnel?
Answer: Key Personnel.
6. Attachment "B" is listed on page two as Statement of No Bid, and Attachment "D" is listed on page two as Public Entity Crimes Sworn Statement. But Attachment "B" is the Sworn Statement on Public Entity Crimes, and there is no Attachment "D." Please confirm which Attachments are which, and which are required.
Answer: See the attached revised Table of Contents and Attachments. All attachments,

Request for Qualification NC23-015-RFQ Addendum 1
Continuing Contract for Professional Construction Engineering Inspection Services
except for E, F, and H, are required to be filled out and returned as part of your
submission.

7. Are there additional pages for Attachment G that were not included in the RFQ?

Answer: Part of the Federal Provisions were cut off mistakenly. Please see the revised
attachments below. Attachment "G" – Applicable Federal Provisions is now
Attachment "F".

Clarification

The Table of Contents included the Statement of No Bid as Attachment "B", this was
removed, and the Attachments were re-lettered to match the Table of Contents. Please use the
Revised Attachments below for submission.

The solicitation due date and opening time remains: February 16, 2023 at 10:00 AM

Attachment: Revised Table of Contents and Attachments

ACKNOWLEDGMENT IS HEREBY MADE OF RECEIPT OF THIS ADDENDUM

Vendor/Company Name DRMP, Inc.

Vendor Signature: *Erica T. Junigan* **Date:** 1/27/23

End of Addendum #1



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
Procurement Department
96135 Nassau Place, Suite 2
Yulee, Florida 32097
Ph: 904-530-6040

REMINDER: This addendum must be acknowledged, signed and returned with your proposal. Failure to comply may result in disqualification of your submittal.

TO: All Proposers
FROM: Thomas O'Brien, Procurement Specialist
SUBJECT: Addendum #2
Request For Qualification Number NC23-015
Continuing Contract for Professional Construction Engineering Inspection Services
DATE: February 9, 2023

This addendum is hereby incorporated into the solicitation documents of the project referenced above. The following items are clarifications, corrections, additions, deletions and/or revisions to, and shall take precedence over, the original documents.

Questions and Answers

- 1. The scope references wind turbines, marine facilities, office buildings, and fire stations. Does the County anticipate specific projects requiring inspections for each of these items?

Answer: The inspection of marine facilities (such as boat launches, docks, gangways, etc.), office buildings, and fire stations is anticipated. The inspection of wind turbines is not likely.

- 2. Does this repair and maintenance inspection of bridges referenced in the scope of services include underwater inspection for reports to the FDOT?

Answer: It does include underwater inspection in the same format utilized by the FDOT, but the reports will be for Nassau County Staff, and will cover bridges not inspected by FDOT.

The solicitation due date and opening time remains: February 16, 2023 at 10:00 AM

ACKNOWLEDGMENT IS HEREBY MADE OF RECEIPT OF THIS ADDENDUM

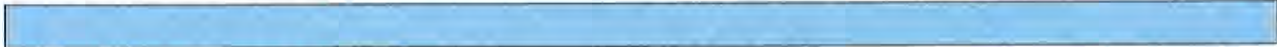
Vendor/Company Name DRMP, Inc.

Vendor Signature: *Erica T. Junigan* **Date:** 2/9/2023

End of Addendum #2

INSURANCE REQUIREMENTS

ATTACHMENT "F"
GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS



COMMERCIAL GENERAL LIABILITY INSURANCE

The Contractor/Vendor shall purchase and maintain at the Contractor/Vendor's expense Commercial General Liability insurance coverage (ISO or comparable Occurrence Form) for the life of this Contract. Modified Occurrence or Claims Made forms are not acceptable.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Products & Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit (other than Products & Completed Operations) Applies Per Project	\$2,000,000

General liability coverage shall continue to apply to "bodily injury" and to "property damage" occurring after all work on the Site of the covered operations to be performed by or on behalf of the additional insureds has been completed and shall continue after that portion of "your work" out of which the injury or damage arises has been put to its intended use.

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

The Contractor/Vendor shall purchase and maintain at the Contractor/Vendor's expense Workers' Compensation and Employer's Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Part One – Workers' Compensation Insurance – Unlimited Statutory Benefits as provided in the Florida Statutes and

Part Two – Employer's Liability Insurance

Bodily Injury By Accident	\$500,000 Each Accident
Bodily Injury By Disease	\$500,000 Policy Limit
Bodily Injury By Disease	\$500,000 Each Employee

*If leased employees are used, policy must include an Alternate Employer's Endorsement

AUTOMOBILE LIABILITY INSURANCE

The Contractor/Vendor shall purchase and maintain at the Contractor/Vendor's expense Automobile Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Combined Single Limit – Each Accident	\$1,000,000
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Covered Automobiles shall include any auto owned or operated by the insured Contractor/Vendor, insured Sub-Contractor/Vendor including autos which are leased, hired, rented or borrowed, including autos owned by their employees which are used in connection with the business of the respective Contractor/Vendor or Sub-Contractor/Vendor.

PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)

The Contractor/Vendor shall purchase and maintain at the Contractor/Vendor's expense Professional Liability insurance coverage for the life of this Contract.

If the contract includes a requirement for Professional Liability or Errors and Omissions insurance, the minimum amount of such insurance shall be as follows:

Each Occurrence/Annual Aggregate	\$1,000,000
----------------------------------	-------------

Contractor/Vendor shall require each of his Sub-Contractor/Vendors to likewise purchase and maintain at their expense Commercial General Liability insurance, Workers' Compensation and Employer's Liability coverage, Automobile Liability insurance and Professional Liability (as applicable) insurance coverage meeting the same limit and requirements as the Contractor/Vendors insurance.

Certificates of Insurance and the insurance policies required for this Agreement shall contain –

- **Endorsement that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to Nassau County Board of County Commissioners.**
- **Nassau County Board of County Commissioners must be named as an Additional Insured and endorsed onto the Commercial General Liability (CGL), Auto Liability policy (ies).**
 - **CGL policy Additional Insured Endorsement must include Ongoing and Completed**
- **Provision under General Liability, Auto Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of Nassau County Board of County Commissioners.**
- **Provision that policies, except Workers' Compensation, are primary and noncontributory.**

All Insurers must be authorized to transact insurance business in the State of Florida as provided by Florida Statute 624.09(1) and the most recent Rating Classification/Financial Category of the insurer as published in the latest edition of "Best's Key Rating Guide" (Property-Casualty) must be at least A- or above.

All of the above referenced Insurance coverage is required to remain in force for the duration of this Agreement and for the duration of the warranty period. Accordingly, at the time of submission of final application for payment, Contractor/Vendor shall submit an additional Certificate of Insurance evidencing continuation of such coverage.

If the Contractor/Vendor fails to procure, maintain or pay for the required insurance, Nassau County Board of County Commissioners shall have the right (but not the obligation) to secure same in the name of and for the account of Contractor/Vendor, in which event, Contractor/Vendor shall pay the cost thereof and shall furnish upon demand, all information that may be required to procure such insurance. Nassau County Board of County Commissioners shall have the right to back-charge Contractor/Vendor for the cost of procuring such insurance. The failure of Nassau County Board of County Commissioners to demand certificates of insurance and endorsements evidencing the required insurance or to identify any deficiency in Contractor/Vendors coverage based on the evidence of insurance provided by the Contractor/Vendor shall not be construed as a waiver by Nassau County Board of County Commissioners of Contractor/Vendor's obligation to procure, maintain and pay for required insurance.

The insurance requirements set forth herein shall in no way limit Contractor/Vendors liability arising out of the work performed under the Agreement or related activities. The inclusions, coverage and limits set forth herein are minimum inclusion, coverage and limits. The required minimum policy limits set forth shall not be construed as a limitation of Contractor/Vendor's right under any policy with higher limits, and no policy maintained by the Contractor/Vendor shall be construed as limiting the type, quality or quantity of insurance coverage that Contractor/Vendor should maintain. Contractor/Vendor shall be responsible for determining appropriate inclusions, coverage and limits, which may be in excess of the minimum requirements set forth herein.

If the insurance of any Contractor/Vendor or any Sub-Contractor/Vendor contains deductible(s), penalty(ies) or self-insured retention(s), the Contractor/Vendor or Sub-Contractor/Vendor whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(ies) or self-insured retention(s).

The failure of Contractor/Vendor to fully and strictly comply at all times with the insurance requirements set forth herein shall be deemed a material breach of the Agreement.

FEDERAL PROVISIONS

All recipients of federally funded grants or use federal assistance to support procurements must comply with the applicable provisions of the Federal procurement standards 2 CFR pt. 200. As result, firms awarded federally funded contracts by Nassau County must comply with the following contract provisions set forth herein, unless a particular award term or condition specifically indicates otherwise. These terms and conditions are hereby incorporated into any resulting contract.

Definition

Firm means any company, corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, governmental body or similar legal entity.

Age Discrimination Act of 1975

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of the *Age Discrimination Act of 1975* (Title 42 U.S. Code, § 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Americans with Disabilities Act of 1990

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. (42 U.S.C. §§ 12101– 12213).

Byrd Anti-Lobbying Amendment

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

Civil Rights Act of 1964 – Title VI

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be

FEDERAL PROVISIONS

Civil Rights Act of 1968

denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with Title VIII of the *Civil Rights Act of 1968*, which prohibits discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201).

Clean Air Act and Federal Water Pollution Control Act (Clean Water Act)

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—when contract amounts exceed \$150,000 and agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387).

Contract Work Hours and Safety Standards Act

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the *Contract Work Hours and Safety Standards Act* (40 U.S.C. 3701–3708) and where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

Copeland “Anti-Kickback” Act

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Sub-contractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

FEDERAL PROVISIONS

Davis-Bacon Act

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with *Davis-Bacon Act*, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 must comply with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”).

Debarment and Suspension

All suppliers, contractors, subcontractors, consultants, and sub-consultants are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Drug-Free Workplace Regulations

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), which requires agreement to maintain a drug-free workplace.

Education Amendments of 1972 (*Equal Opportunity in Education Act*) – Title IX

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance.

Energy Policy and Conservation Act

All Suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Fly America Act of 1974

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

FEDERAL PROVISIONS

Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a, all suppliers, contractors, subcontractors, consultants, and sub-consultants must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225.

Limited English Proficiency (*Civil Rights Act of 1964*, Title VI)

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the *Title VI of the Civil Rights Act of 1964* (Title VI) prohibition against discrimination on the basis of national origin, which requires taking reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services.

Patents and Intellectual Property Rights

Unless otherwise provided by law, suppliers, contractors, subcontractors, consultants, and sub-consultants are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All suppliers, contractors, and subcontractors, consultants, sub-consultants are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

Procurement of Recovered Materials

All suppliers, contractors, and subcontractors, consultants, sub-consultants must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Terrorist Financing

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism.

Trafficking Victims Protection Act of 2000

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act of 2000*, (TVPA) as amended (22 U.S.C. § 7104). The award term is located at 2 CFR

FEDERAL PROVISIONS

Rehabilitation Act of 1973

§ 175.15, the full text of which is incorporated here by reference in the standard terms and conditions for federally-funded procurements.

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Universal Identifier and System of Award Management (SAM)

All suppliers, contractors, subcontractors, consultants, and sub-consultants are required to comply with the requirements set forth in the government-wide Award Term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference in the standard terms and conditions for federally funded procurements.

USA Patriot Act of 2001

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

Whistleblower Protection Act

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Termination Provisions

Nassau County may terminate any resulting contract should the Contractor fail to abide by its requirements.

Legal Remedies Provisions

In instances where the Contractor violates or breaches contract terms the County shall use such sanctions and penalties as may be appropriate.

Conflict of Interest Provisions

Interest of Members, Officers, or Employees of the Recipient Members of Local Governing Body or Other Public Officials. No member officer or employee of the recipient or its agent no member of the governing body of the locality in which the program is situated and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter shall have any financial interest direct or indirect in

FEDERAL PROVISIONS

any contract or subcontract or the proceeds under this agreement. Immediate family members of said member’s officers, employees and officials similarly barred from having any financial interest in the program. The recipient shall incorporate or cause to be incorporated in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purpose of this section.

Access to Records and Record Retainage

In general all official project records and documents must be maintained during the operation of this project and for a period of five years following close out.

Nassau County, the comptroller General of the United States, or any of their duly authorized representatives shall have access to any books documents papers and records of the of the Administering Agency which are pertinent to the execution of the Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

Domestic Procurement Preference.

As appropriate and to the extent consistent with law, Nassau County Contractor should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to iron, aluminum, steel, cement, and other manufactured products).” For purposes of this clause, (i) “produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States, and (ii) “manufactured products” means items and construction materials composed in whole or in part of nonferrous materials such as aluminum; plastics and polymer based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Telecommunications Huawei / ZTE Ban

2 C.F.R. 200.216 prohibits non-federal entities receiving federal grant funds from entering into a contract (or extend or renew a contract) to procure or obtain equipment, services, or system that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from the Chinese manufacturers Huawei and ZTE.

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Nassau (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Nassau:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: bsimmons@nassaucountyfl.com

To advise County of Nassau of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at bsimmons@nassaucountyfl.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of Nassau

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to bsimmons@nassaucountyfl.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Nassau

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to bsimmons@nassaucountyfl.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Nassau as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Nassau during the course of your relationship with County of Nassau.