

CS-23-029

Contract Tracking No. CM3499

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 Peters and Yaffee, Inc. located at 9822 Tapestry Park Circle, Suite 205 Jacksonville, FL 32246, hereinafter referred to as the “Consultant”.

WHEREAS, the County desires to obtain professional services for Professional Architectural and Engineering 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 NC23-009-RFQ (“RFQ”), AS MODIFIED BY ADDENDA;
- Exhibit D** VENDOR’S RESPONSE DATED JANUARY 25, 2023, BUT ONLY TO THE EXTENT RESPONSIVE TO THE RFQ;
- Exhibit E** INSURANCE REQUIREMENTS; AND
- Exhibit F** FEDERAL PROVISIONS.

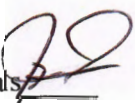
SECTION 3. Employment of the Consultant.

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, the Capital Projects Management Director, ralbury@nassaucountyfl.com, and 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.

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SECTION 12. Expenses.

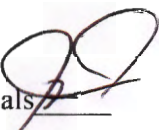
12.1 The Consultant shall be responsible for all expenses incurred while performing the services under this Contract including, but not limited to, license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses and other 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.

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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 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.

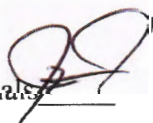
SECTION 15. Modifications.

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

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

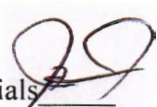
16.3 The Consultant shall make payments to any of its subcontractors within seven (7) working days after receipt of full or partial payments from the County in accordance with Section 287.0585, Florida Statutes, unless otherwise stated in the contracts between the Consultant and subcontractors. The Consultant's 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.

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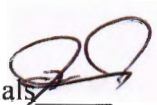
18.2 Upon termination of this Contract, the Consultant shall immediately (1) stop work on the date specified; (2) terminate and settle all orders and subcontracts relating to the performance of the terminated work; (3) transfer all work in process, completed work, and other materials related to the terminated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

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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 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

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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 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

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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.

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.

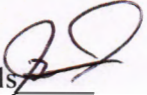
SECTION 25. Independent Consultant Status.

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

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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 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.

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

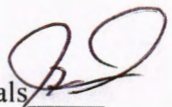
28.3 The County shall then set a date and time for the parties to meet with the County Manager or designee. This meeting shall be set no more than twenty (20) days from the date that the written communication was sent to the Consultant. The Consultant may submit a written response to the County's written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

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with, or subcontract with an unauthorized alien. The Consultant shall maintain a copy of such affidavit for the duration of this Contract.

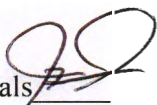
29.3 If the County has a good faith belief that a subcontractor knowingly violated this Section, but the Consultant otherwise complied with this Section, then the County shall promptly notify the Consultant and order the Consultant to immediately terminate this Contract with the subcontractor.

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


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providing services to the County, and pursuant to Section 119.0701, Florida Statutes, the Consultant shall:

- 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

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records, the County shall immediately notify the Consultant of the request, and the Consultant 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.

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

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.

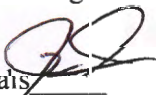
32.1 In accordance with Section 287.133, Florida Statutes, the Consultant certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within 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

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as a reference, or otherwise linking the Consultant's name and either description of this Contract 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: Peters and Yaffee, Inc.
Attn: Director of Marketing
9822 Tapestry Park Circle
Suite 205
Jacksonville, Florida 32256

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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.

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.

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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.

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

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Initials DP

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.

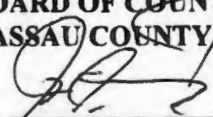
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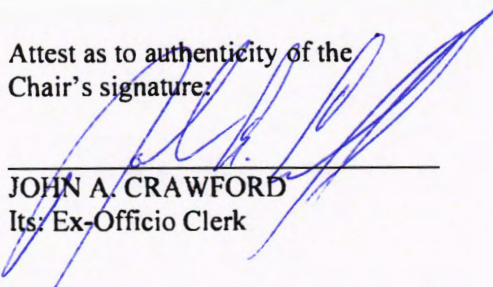
IN WITNESS WHEREOF, the parties have executed this Contract which shall be deemed an original on the day and year last written below.

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


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

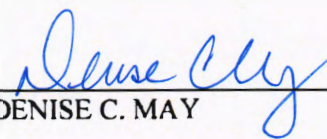
(tru)

Attest as to authenticity of the
Chair's signature:



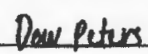
JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form and legality by the
Nassau County Attorney



DENISE C. MAY

PETERS AND YAFFEE, INC.



By: Dow W. Peters III
Its: President
Date: 9/21/2023

Initials 

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EXHIBIT "A" **SCOPE OF SERVICES**

2.1 OVERVIEW

The County intends to engage one or more qualified professional companies/firms to provide Professional Architectural and Engineering Services in Nassau County, Florida, on a continuing basis. Task assignments will be determined annually along with the associated budget. 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. Work will be authorized on a project-by-project basis and may include but not be limited to any or all of the services listed in Section 2.1.1.

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

Architecture, roadway design, bridge and structural design, pavement design, drainage / stormwater design, maintenance of traffic, signing and pavement markings, lighting design, signal design, guardrail design, multiuse/purpose trail and recreational facilities design, PD& E and PE Studies, general engineering consulting, environmental services, traffic safety studies and design, transportation planning studies and modeling, right-of-way and traffic engineering, construction engineering, construction supervision and administration, preparation of plans and specifications, construction management, advising on the acquisition, improvement or operation of County lands, buildings, facilities, utilities, and roads. Firm must have public engagement and involvement experience, the ability to assist in the preparation of bid packages and perform post design services.

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. Tasks and deliverables will be determined on a per project basis.

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 Three (3) Year Term.

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:

Consultants 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 Consultant(s) provide design criteria documents if the County decides to implement a project by the design/build approach. It will be required that Consultant's plans shall be developed on the current, supported release of AutoCAD, and a reproducible hard copy and CD/USB of plans shall be submitted in a version acceptable by the County.

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

The Consultant is 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.

Exhibit "B"
Fee Schedule

Nassau County
Peters and Yaffee Rate Table 2023

FDOT Classification	Loaded Hourly Rate
Principal Engineer	\$325.50
Chief Engineer	\$241.82
Senior Engineer	\$190.00
Engineer 2	\$186.00
Engineer 1	\$139.00
Engineering Intern	\$110.50
Engineering Technician	\$95.00
Senior Designer	\$115.23
Secretary/Clerical	\$94.92

*Rates for the below were negotiated with Nassau County under the following:

- 1.ETM – NC23-011-RFQ Continuing Contract for Professional Surveying and Mapping Services.
- 2.Pond - NC23-009-RFQ Continuing Contract for Professional Architecture and Engineering Services



Chindalur Traffic Solutions, Inc.

Nassau County Continuing Engineering Services CONTRACT FEE SUMMARY		
LABOR RELATED COSTS		
	Hourly Rate	TOTAL
Principle Engineer	\$ 86.65	\$ 238.29
Traffic Engineer/Project Manager	\$ 67.55	\$ 185.76
Chief Designer	\$ 60.00	\$ 152.00
Senior Designer	\$ 50.00	\$ 115.23
Contract Coordinator	\$ 35.00	\$ 94.92
Overhead Rate	150%	
Profit	10%	



EMPLOYEE NAME	HOME OFFICE MULTIPLIER	CERTIFIED PAYROLL	LOADED RATES
Ahmad Sarshory, P.E.	256.77%	\$ 77.86	\$ 199.92
William Wortner, P.E.	256.77%	\$ 53.97	\$ 138.58

Meskel & Associates Engineering, PLLC
Billing Rates
Nassau County CSC - NC23-009

	Labor	Overhead	Labor +	Profit	Billing
Position	Rate	200%	O/H	10%	Rate
Principal Engineer	\$ 77.03	\$ 154.06	\$ 231.09	\$ 23.11	\$ 254.20
Senior Project Engineer	\$ 74.76	\$ 149.52	\$ 224.28	\$ 22.43	\$ 246.71
Project Manager	\$ 51.00	\$ 102.00	\$ 153.00	\$ 15.30	\$ 168.30
Staff Engineer	\$ 32.20	\$ 64.40	\$ 96.60	\$ 9.66	\$ 106.26
Drafter	\$ 26.10	\$ 52.20	\$ 78.30	\$ 7.83	\$ 86.13
Senior Field Technician	\$ 33.00	\$ 66.00	\$ 99.00	\$ 9.90	\$ 108.90
Clerical	\$ 25.30	\$ 50.60	\$ 75.90	\$ 7.59	\$ 83.49



10748 Deerwood Park Blvd South
Jacksonville, Florida 32256

904-256-2500
rsandh.com

RS&H Loaded Billing Rates For Nassau County RFP No. NC23-009

Title / Classification	Unburdened Rates	Loaded Rates
Architect	\$46.78	\$152.35
Architect Intern	\$32.39	\$105.49
Electrical Engineer	\$34.86	\$113.53
Engineer 1	\$48.55	\$139.00*
Engineer 2	\$60.15	\$186.00*
Engineering Intern	\$35.06	\$114.18
Interior Designer	\$42.59	\$138.71
Mechanical Engineer	\$41.40	\$134.83
Project Architect	\$60.04	\$195.54
Project Landscape Architect	\$51.36	\$167.27
Secretary/Clerical	\$26.23	\$85.43
Senior Architect	\$70.45	\$229.44
Senior Designer	\$38.70	\$115.23*
Senior Electrical Engineer	\$67.77	\$220.72
Senior Engineer 1	\$72.24	\$190.00*
Senior Engineer 2	\$81.11	\$220.00*
Senior Landscape Architect	\$95.68	\$186.00*
Additive Percentages:		
Salary	100.00%	
Overhead	176.95%	
FCCM	0.143%	
Expense	3.590%	
Operating Margin	45.00%	
Burdened Salary	325.68%	

*rates capped per request



Weighted Average Salary Cost

Project Name: 2023 Nassau County CSC
Description: Continuing Services Contract
Schedule: _____

Prep By: JML 5/17/23
Review By: JKJ 5/25/23

Assumptions:

Escalation:	1st Year: 0.000%	Multiplier:	Overhead (%): 150.00%
	2nd Year: 0.000%		Profit (%): 10.00%
	3rd Year: 0.000%		Multiplier: 2.7500

Principal Engineer:	\$ 262.52
Project Manager:	\$ 223.51
Chief Engineer:	\$ 229.88
Senior Engineer:	\$ 213.99
Engineer:	\$ 118.01
Engineering Intern:	\$ 97.01
Intern:	\$ 59.80
Clerical:	\$ 71.16

EXHIBIT "C"
COUNTY'S REQUEST FOR QUALIFICATIONS NC23-009-RFQ

**NASSAU COUNTY
FLORIDA**



NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

REQUEST FOR QUALIFICATIONS (RFQ)

**CONTINUING CONTRACT FOR
PROFESSIONAL ARCHITECTURAL AND
ENGINEERING SERVICES**

RFQ NO. NC23-009-RFQ

PROPOSALS ARE DUE NOT LATER THAN

January 25, 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 RESPONSE
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: GENERAL 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 Architectural and Engineering Services 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 Architectural and Engineering Services in Nassau County, Florida, on a continuing basis. Task assignments will be determined annually along with the associated budget. 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. Work will be authorized on a project-by-project basis and may include but not be limited to any or all of the services listed in Section 2.1.1.

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

Architecture, roadway design, bridge and structural design, pavement design, drainage / stormwater design, maintenance of traffic, signing and pavement markings, lighting design, signal design, guardrail design, multiuse/purpose trail and recreational facilities design, PD& E and PE Studies, general engineering consulting, environmental services, traffic safety studies and design, transportation planning studies and modeling, right-of-way and traffic engineering, construction engineering, construction supervision and administration, preparation of plans and specifications, construction management, advising on the acquisition, improvement or operation of County lands, buildings, facilities, utilities, and roads. Firm must have public engagement and involvement experience, the ability to assist in the preparation of bid packages and perform post design services.

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. Tasks and deliverables will be determined on a per project basis.

2.2 Term of Agreement/Contract

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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.

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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 seeking 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 engineering 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	December 9, 2022	
Deadline for Questions	December 27, 2022	by 4:00 p.m.
County Responses to Questions Posted to Planet Bids	January 9, 2023	
RFQ Responses Due Date/Time and RFQ Opening Date/Time	January 25, 2023	by 10:00 a.m.
Evaluation Committee (Evaluate/Rank Firms)	TBD	TBD
Interviews of Shortlisted Firms If any	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".

4.6 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.

4.7 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 Schedule

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 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 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.

- 4.8** 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.
- 4.9** **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.
- 4.10** 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 Director 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 "K" 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.

The Remainder of the This Page Intentionally Left Blank

ATTACHMENT "A"
ADDENDA ACKNOWLEDGMENT

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

>>> Failure to submit this form may disqualify your bid. <<<

ATTACHMENT "B"
STATEMENT OF "NO RESPONSE"

If you do not intend to respond to this solicitation, please help us improve future solicitations by completing and returning this form prior to the date shown for receipt of responses to the Nassau County Board of County Commissioners, c/o Ex-Officio Clerk, Robert M. Foster Justice Center, 76347 Veterans Way, Suite 456, Yulee, FL 32097 or by uploading to [PlanetBids](#).

We have declined to respond for the following reason(s):

- _____ Specifications are too restrictive (please explain below)
- _____ Insufficient time to respond to the solicitation
- _____ We do not offer this product/service or equivalent
- _____ Our schedule would not permit us to perform
- _____ Unable to meet specifications
- _____ Unable to meet bond requirements
- _____ Specifications unclear (please explain below)
- _____ Other (please specify below)

Remarks: _____

We understand that if the "No Response" letter is not executed and returned; our name may be deleted from the list of qualified vendors for Nassau County Board of County Commissioners for future projects.

Typed Name and Title

Company Name

Address

Signature

Date

Telephone Number

Fax Number

Email Address

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: _____

**ATTACHMENT “D”
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: _____



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

NC23-009-RFQ
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.

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.

NASSAU COUNTY REQUEST FOR PROPOSALS
NC21-045-RFP – AMERICAN RESCUE PLAN PROGRAM ADMINISTRATION

**ATTACHMENT “G”
FEDERAL PROVISIONS APPLICABLE TO CONSULTANT**

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 of local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to

the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

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

FEDERAL NON-DISCRIMINATION PROVISIONS

In performing under this Agreement, CONSULTANT shall comply with the following federally mandated non-discrimination requirements, as applicable:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.)
2. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.)
3. Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12101 et seq.)
4. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794)
5. Revised ADA Standards for Accessible Design for Construction Awards
 - a. Title II of the Americans with Disabilities Act (ADA) (28 C.F.R. part 35; 75 FR 56164, as amended by 76 FR 13285)
 - b. Title III of the ADA (28 C.F.R. part 36; 75 FR 56164, as amended by 76 FR 13286)
6. Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.)
7. Parts II and III of EO 11246, "Equal Employment Opportunity," (30 FR 12319, 1965), as amended by EO 11375 (32 FR 14303, 1967)
8. EO 12086 "Consolidation of contract compliance functions for equal employment opportunity" (43 FR 46501, 1978), requiring federally assisted construction contracts to include the non-discrimination provisions of §§ 202 and 203 of EO 11246 "Equal Employment Opportunity" (41 C.F.R. § 60-1.4(b), 1991)

9. EO 13166 (August 11, 2000), “Improving Access to Services for Persons With Limited English Proficiency”
10. Pilot Program for Enhancement of Employee Whistleblower Protections. The National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. No. 112-239, enacted January 2, 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.

[Remainder of the page intentionally blank.]

ATTACHMENT "H"
EXPERIENCE OF BIDDER

The following questionnaire shall be answered by the bidder for use in evaluating the bid to determine the lowest, responsive, and responsible bidder, 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 BID. FAILURE TO SUBMIT ALONG WITH BID MAY BE CAUSE FOR DISQUALIFICATION.

ATTACHMENT "I"

CONTRACT FOR PROFESSIONAL SERVICES FOR NASSAU COUNTY, FLORIDA

THIS CONTRACT made and entered into on _____, by and between the **Board of County Commissioners of Nassau County**, a political subdivision of the State of Florida, hereinafter referred to as "County", and _____, located at _____, hereinafter referred to as "Consultant":

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

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

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

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

ARTICLE 1 - EMPLOYMENT OF CONSULTANT

County hereby agrees to engage Consultant, and Consultant hereby agrees to perform the services set forth in Exhibit "A".

ARTICLE 2 - SCOPE OF SERVICES

2.1 Consultant shall provide professional services in accordance with Exhibit "A".

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

ARTICLE 3 - COUNTY'S RESPONSIBILITY

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

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

ARTICLE 4 - TERM OF CONTRACT

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

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 only 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.

ARTICLE 5 - COMPENSATION

5.1 Consultant shall be compensated _____, in accordance with Exhibit "A".

5.2 Consultant shall prepare and submit to the _____, for approval, an invoice for the services rendered, with a copy provided to invoices@nassaucountyfl.com. Invoices for services shall be paid in accordance with the Florida Prompt Payment Act. All invoices shall be accompanied by a report or statement identifying the nature of the work performed, the hours required and compensation for the work performed. The report or statement shall show a summary of fees. County reserves the right to withhold payment to Consultant for failure to

perform the work in accordance with the provisions of this Contract, and County shall promptly notify Consultant in writing if any invoice or report is found to be unacceptable and will specify the reasons therefor. Consultant will have thirty (30) days to cure any failure upon written notice.

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

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

ARTICLE 6 – EXPENSES

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

ARTICLE 7 - STANDARD OF CARE

Consultant shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily provided by a professional under similar

circumstances, at the same time, and in the same locality. At County's sole discretion, Consultant shall, at no additional cost to County, re-perform services which fail to satisfy the foregoing standard of care.

ARTICLE 8 - DOCUMENTS

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

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

ARTICLE 9 - EQUAL OPPORTUNITY EMPLOYMENT

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

ARTICLE 10 – TRUTH-IN-NEGOTIATION/PUBLIC ENTITY CRIMES AFFIDAVIT

Consultant certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual costs. Consultant

represents that it has furnished a Public Entity Crimes Affidavit pursuant to Section 287.133, Florida Statutes.

ARTICLE 11 - INDEMNIFICATION

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

ARTICLE 12 - INDEPENDENT CONSULTANT

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

12.2 This Contract shall not render Consultant or any of Consultant's agents an employee, partner, agent of, or joint venturer with County for any purpose. Consultant is and will remain an independent consultant in its relationship to County and Consultant's agents are not and will not become Company's employees. County shall not be responsible for withholding taxes with respect to Consultant's compensation hereunder. County shall report all payments made to Consultant on a calendar year basis using IRS Form 1099, if required by law. Consultant agrees to report all such payments to the appropriate federal, state and local taxing authorities. County shall not and shall have no obligation to: (a)(i) withhold FICA (Social Security and Medicare

taxes) from Consultant's payments or make FICA payments on Consultant's or Consultant's agent's behalf, (ii) make state or federal unemployment compensation contributions or payments on Consultant's or Consultant's agent's behalf, or (iii) withhold state or federal income tax from Consultant's payments; or (b) obtain workers' compensation insurance or any other insurance coverage of any kind on behalf of Consultant or Consultant's agents. If Consultant hires employees to perform any work under this Contract, Consultant shall cover them with worker's compensation insurance and provide County with a certificate of workers' compensation insurance before the employees begin the work. Neither Consultant nor Consultant's agents are eligible to participate in any employee health, vacation pay, sick pay, or other fringe benefit plan of County. If any government agency or court determines that Consultant should be reclassified as an employee, Consultant hereby waives any right to County benefits and acknowledges and understands that such reclassification shall not entitle Consultant to any benefits offered to County's employees. Consultant and County agree that: (a) Consultant has the right to perform services for others during the term of this Contract; (b) Consultant 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) Consultant has the right to perform the services required by this Contract at any location or time; (d) Consultant has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Contract.

ARTICLE 13 – EXTENT OF CONTRACT

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

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

ARTICLE 14 - COMPLIANCE WITH LAWS

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

ARTICLE 15 - INSURANCE

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

ARTICLE 16 – ACCESS TO PREMISES

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

ARTICLE 17 - TERMINATION OF CONTRACT

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

Consultant shall promptly contact County to make arrangements to render to County all property belonging to County, including but not limited to, equipment, books, records, etc.

17.2 Default by Consultant: In addition to all other remedies available to County, County may terminate this Contract for cause should Consultant neglect, fail to perform, or observe any of the terms, provisions, conditions, or requirements herein contained. Prior to termination, County shall provide written notice of the specific conditions warranting default, and County shall allow thirty (30) days for Consultant to cure. Upon receipt of the written notice of termination, Consultant shall immediately render to County all property belonging to County, including but not limited to, equipment, books, records, etc.

ARTICLE 18 - NONDISCLOSURE OF PROPRIETARY INFORMATION

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

ARTICLE 19 – UNCONTROLLABLE FORCES

19.1 Neither County nor Consultant shall be considered to be in default of this Contract if delays in or failure of performance shall be due to uncontrollable forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term “uncontrollable forces” shall mean any event which results in the

prevention or delay of performance by a party of its obligations under this Contract and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage and governmental actions.

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

19.3 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 Consultant believes is excusable under this paragraph, Consultant shall notify 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 Consultant could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Consultant first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE CONSULTANT'S

SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. County, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Consultant of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against County. Consultant shall not be entitled to an increase in the Contract price or payment of any kind from 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 described in this paragraph, after the causes have ceased to exist, Consultant shall perform at no increased cost, unless County determines in its sole discretion, that the delay will significantly impair the value of the Contract to County, in which case, County may do any or all of the following: (1) accept allocated performance or deliveries from Consultant, provided that Consultant grants preferential treatment to County with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by 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.

ARTICLE 20 - GOVERNING LAW AND VENUE

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

ARTICLE 21 - MISCELLANEOUS

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

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

21.3 Public Records: County is a public agency subject to Chapter 119, Florida Statutes. **IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6100, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, SUITE 6, YULEE, FLORIDA 32097.** Under this Contract, to the extent that Consultant is providing services to County, and pursuant to section 119.0701, Florida Statutes, Consultant shall:

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

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

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

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

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

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

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

ARTICLE 22 – EMPLOYMENT ELIGIBILITY

Consultant must comply with F.S. 448.095 and use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the employment eligibility of all persons hired by Consultant during the term of this Contract to work in Florida. Additionally, if Consultant uses subcontractors to perform any portion of the work (under this Contract), Consultant must include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the work. 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.

Consultant 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 County or other authorized entity consistent with the terms of Consultant's enrollment in the program. This includes maintaining a copy of proof of Consultant's and subcontractors' enrollment in the E-Verify program. If Consultant enters into a contract with a subcontractor, the subcontractor must provide Consultant with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Consultant 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 County may treat a failure to comply as a material breach of the Contract. If County terminates the Contract pursuant to F.S. 448.095(2)(c), Consultant may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated and Consultant is liable for any additional costs incurred by County as a result of the termination of this Contract.

ARTICLE 23 - SUCCESSORS AND ASSIGNS

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

ARTICLE 24 - CONTINGENT FEES

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

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

ARTICLE 25 - OWNERSHIP OF DOCUMENTS

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

ARTICLE 26 - FUNDING

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

ARTICLE 27 - NOTICE

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

COUNTY:

Department Head

Address

Telephone Number

Email Address

CONSULTANT:

Point of Contact

Company Name

Address

Telephone Number

Email Address

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

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

ARTICLE 28 - DISPUTE RESOLUTION

28.1 County may utilize this section, at their discretion, as to disputes regarding contract interpretation. County may send a written communication to Consultant by email, overnight mail, UPS, FedEx, or certified mail. The written notification shall set forth 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 Consultant. Consultant should have a representative, at the meeting that can render a decision on behalf of Consultant.

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

ARTICLE 29 – 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.

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

NASSAU COUNTY, FLORIDA
[Redacted]
Taco E. Pope, AICP, County Manager
Its: Designee
Date: [Redacted]

Approved as to form and legality by the
Nassau County Attorney

DENISE C. MAY

COMPANY'S NAME

[Redacted]

[Redacted]

By: [Redacted]

Its: [Redacted]

Date: [Redacted]

DRAFT



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 Qualifications Number NC23-009
Continuing Contract for Professional Architectural and Engineering Services
DATE: 12/19/22

This addendum is hereby incorporated into the bid 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 & Answers:

1. Page 8, Section 4.7, Tab 8 - Hourly Rate Schedule clearly states not to include hourly rates or pricing details in the response. Please confirm if respondents are to create a tab and leave it blank, or how else to proceed.

Answer: Please copy the language from Section 4.7 Tab 8 and place that in your submission as Tab 8.

2. Is the County seeking responses from multi-disciplinary firms who can perform all Architectural and Engineering services in-house? Or can the Prime consultant be an architecture firm with engineer subconsultants?

Answer: A firm can be a prime in either field and have a subconsultant that is qualified to meet the other requirements.

3. Page 3, Section 2.2 Term of Agreement/Contract: Please confirm the options for contract renewal. The underlined portion states, "Option to Renew for Two Additional Three (3) Year Term," while the sentence after that says, "two additional one (1) year periods."

Answer: The correct language should be the option to renew for two additional one (1) year terms.

4. Attachment "H" Experience of Bidder section 2-Insurance is not applicable to Architectural or Engineering firms. Will the County consider omitting section 2-Insurance from being a required response?

Answer: Bonding insurance is not required for this solicitation. Section 2 of Attachment "H" may be left blank.

Request for Qualifications

NC23-009-RFQ

Addendum 1

Continuing Contract for Professional Architectural and Engineering Services

5. There are several references to "Architect-Engineer" within the solicitation, which gives the impression the County seeks responses from multi-disciplinary firms. Please confirm if a single-discipline Architecture firm can submit a response as the Prime consultant including sub-consultant Engineers. Alternatively, may a single-discipline Architecture firm submit a response to provide Architectural Design services only?

Answer: Nassau County would be open to either or.

ACKNOWLEDGMENT IS HEREBY MADE OF RECEIPT OF THIS ADDENDUM

Vendor/Company Name _____

Vendor Signature: _____ **Date:** _____

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 Qualifications Number NC23-009
Continuing Contract for Professional Architectural and Engineering Services
DATE: January 9, 2023

This addendum is hereby incorporated into the bid 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 & Answers:

1. Is this Continuing Contract a new contract or is it a renewal of an existing contract? If it is a renewal, could you release information on the previous contract holders are?.

Answer: This solicitation will result in a new continuing contract.

2. Are any forms required from subconsultants?

Answer: Yes, the E-Verify Affidavit has a section for subcontractors as Exhibit "B"

3. Are any certificates or licenses required from subconsultants?

Answer: No, no certificated or licenses are required for this solicitation at the time of submittal. However, certificates and licenses may be required when a task order is issued to a subconsultant.

4. Do resumes count towards the page limit?

Answer: Yes. 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.

5. Page 7 of the RFQ, Tab 8 - Hourly Rate Schedule states that this solicitation is being issued in accordance with CCNA. With this statement in mind, we would like to confirm if Form H Experience of Bidder is required as it states it will be used to "determine the lowest, responsive, and responsible bidder" and must "be included with bid. Failure to submit along with bid may be cause for disqualification."

Answer: See revised Attachment “H” to be used for submittal.

6. Does the County already have specific projects in mind for this contract?

Answer: Yes. Specific projects may include, but are not limited to, the CIP projects that meet the CCNA guidelines and projects grant funding provisions for use of continuing contracts will be performed utilizing these contracts.

7. Please confirm that Exhibit B is the only form required for subcontractors.

Answer: Correct, Exhibit B is the only form required regarding Subcontractors/consultants at the time of submission.

8. Is anything required in response to Attachment G or was this included just for reference?

Answer: Attachment G are the Federal Terms and Conditions that awarded firms must adhere to when utilizing federal funds, as such these provisions will be part of the contract.

9. Should form #5 (page 31) be used for Tab 5 (References) or should this be additional?

Answer: Attachment “H” is in addition to Tab 5 and should be submitted as part of Tab 9. See revised Attachment “H”.

10. Please confirm that no response is needed at this time for Attachment I.

Answer: Attachment “I” is a draft resulting contract from this solicitation. Responders should review advise of any exceptions, if any.

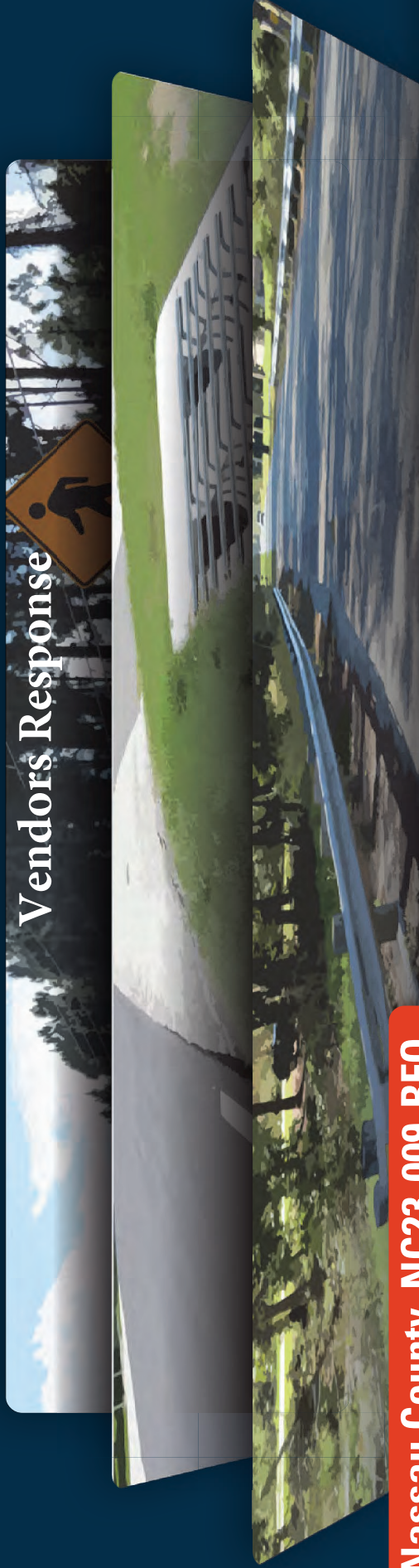
11. Is the E-Verify MOU that's required as a separate upload on Planet Bids the same as Attachment E (pages 17-20) in the RFQ? If so, does it still need to be duplicated within our submittal PDF?

Answer: The MOU is separate from the E-Verify Affidavit (Attachment “E”). Both need to be submitted. The MOU shows proof of E-Verify. To obtain a copy of your MOU, please visit the E-Verify website and under you account page, there should be a link that says, “View E-Verify MOU” that document will be submitted in the separate submission space.

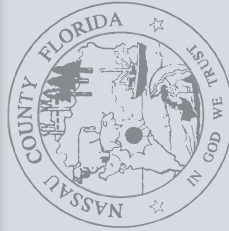
The bid due date and opening remains: January 25, 2023 at 10:00 AM EST

Exhibit "D"

Vendors Response



Nassau County, NC23-009-RFO



CONTINUING CONTRACT FOR ARCHITECTURAL AND ENGINEERING SERVICES



Submitted by Peters and Yaffee, Inc.
January 25, 2023



TAB 1: COVER LETTER

Nassau County, NC23-009-RFQ Continuing Contract for Architectural and Engineering Services

Dear selection committee members,

To satisfy the services required under this continuing contract, Nassau County (County) requires a consultant with extensive similar experience and intimate familiarity with your policies, procedures, and preferences—a consultant like Peters and Yaffee (PY). PY brings to Nassau County the following unique qualifications:



Familiar and Trustworthy Services

A two-time incumbent on the County's Continuing Contract, PY has over 14 years of experience delivering your projects and building relationships with your staff and stakeholders. Having completed 44 successful projects in Nassau County as a prime or subconsultant, with three ongoing projects, our familiar team of professionals has the experience working directly for the County on your projects. The first project that PY won as a prime was a Nassau County project, and we have been committed to serving your staff and improving your communities ever since.



Responsive & Experienced Staff to Deliver Expectations

PY has successfully delivered over 30 continuing contracts across the State of Florida, including 132 task work orders. From this experience, we have developed solutions for challenges and retained successes that we carry forward onto each new project we undertake. Additionally, PY has grown our staff to over 25 full-time employees, most of whom have experience working directly for the County on your projects. With RS&H and STV as our key teaming partners on this contract, PY is confident we have the experience, knowledge, and resources to deliver on expectations.



A History of Reliability

The fact that 98% of our business represents repeat clients is a testament to how seriously we take your project objectives and how consistently we deliver quality services. Our extensive experience managing multiple simultaneous projects, along with our focus on building realistic project schedules, means we never miss deadlines. The County can rely on PY to provide the same reliable services for which we have done for the last 14 years.

Tab 1 Cover Letter
NC23-009-RFQ, Nassau County, Continuing Contract for A & E Services



Along with PY's in-house expertise, we have strategically assembled a team of subconsultants based on their success with similar projects and commitment to quality work. Together, our team will provide all services required under this contract:

- Peters and Yaffee** • Roadway, Traffic, Drainage, Lighting
- RS&H** • Architecture, Drainage / Stormwater Design, Recreational Facilities Design, PD&E Studies
- STV** • Structural/Bridge Design, Constructability Review, Roadway/TTCP Support, Railroad Involvement, Grant Writing, ITS Involvement
- Keville Enterprises** • CEI Services
- Pond** • Environmental Engineering
- ADG** • Public Involvement
- CTSI** • Transportation Modeling, Traffic Engineering Support
- Meskel and Associates** • Geotechnical Engineering
- ETM Surveying and Mapping** • Surveying, Mapping, SUE

Thank you for considering Peters and Yaffee as your trusted consultant for this contract. If you require additional information about the qualifications contained herein, please do not hesitate to contact us.

Sincerely,

Dow Peters, PE, President | Primary Contact Person
Office: 904.265.0751 • Mobile: 904.735.6486
dpeters@petersandyaffee.com
9822 Tapestry Park Circle, Suite 205, Jacksonville, FL 32246

We are committed to perform the work as outlined in the RFQ, upholding the highest standards for client communication and deliverables.





TAB 2: TABLE OF CONTENTS

2 Table of Contents

Tab 1: Cover Letter	Page 1
Tab 2: Table of Contents	Page 2
Tab 3: Team Organization, Experience, and Qualifications	Page 3
Tab 4: Project Understanding, Approach, and Schedule	Page 29
Tab 5: References	Page 37
Tab 6: Current Workload	Page 42
Tab 7: Technology	Page 43
Tab 8: Hourly Rate Schedule	Page 44
Tab 9: Attachments / Administrative Information	Page 45





TAB 3: TEAM ORGANIZATION, EXPERIENCE, & QUALIFICATIONS

3 Team Organization, Experience, and Qualifications

PY's reputation among repeat clients—who represent 98% of our business—demonstrates the competency of our staff and the personalized services we provide for each client. The County will receive reliable continuing services as a result of our commitment to provide the highest level of expertise and engineering solutions.

Firm Background, Organization, and Structure

Peters and Yaffee, Inc. (PY) is a minority-owned professional services consulting firm providing transportation and traffic engineering design. Since the company's inception in 2008, PY has grown to over 25 full-time employees who are cross-trained in multiple traffic and transportation services. Our projects serve every level of the US government from our Jacksonville, FL, office where all work on this contract will be performed. Our full breadth of services includes:

Transportation Engineering • Roadway design, intersection design, pavement design, drainage design and modeling, hydrology and hydraulics, stormwater permitting, lighting design, Maintenance of Traffic (MOT) design, ADA compliance, erosion control plans, specifications and special provisions, shared-use path design, cost-benefit analysis, construction scheduling phasing, and cost estimating, and constructability review.

Traffic Studies • Planned Unit Developments (PUDs), large and small scale residential, industrial parks and office parks, commercial centers, mixed-use developments, redevelopment, and recreation, school, and religious facilities. Our experience with traffic and safety studies includes signal warrants, operational improvement studies, lighting justification studies, corridor studies, speed studies, no-passing zone studies, advisory curve speed studies, trip generation, site circulation studies, evacuation Route Plans, contra flow plans, shuttle bus operations, traffic data collection, pedestrian and bicycle safety studies, ADA compliance surveys, mid-block crossing analysis, bicycle lane evaluation, Safe Routes to School (SRTS), school safety and traffic calming, high accident location studies, and sight distance analysis.

Traffic Operations and Design • Traffic signal design, mid-block pedestrian signal design, ITS design, GuideSign design, signing and pavement marking design, traffic calming design, site ingress/egress analysis, conceptual alternatives analysis, parking lot design, and wrong-way driving systems design.

Firm Philosophy

PY was founded under the principle that one size doesn't fit all. We take an alternative approach to project delivery and business management—one that aligns our clients' objectives with the professional strengths of our staff members. Our goal is to create a work environment that retains a diverse team of engineers through the delivery of impactful community improvements. And with a low employee turnover rate, over 400 successful projects, and 98% repeat clients, we're doing something right!

Each project we undertake is an opportunity to establish a new "personal best" in professionalism, service, and quality. We have built a reputation among state and local government agencies and engineering professionals by providing the highest level of expertise and engineering solutions. Our goal is 100% customer satisfaction and to provide our clients real value for their financial commitment.



PY was established by Dow Peters, PE, and Russell Yaffee, PE, PTOE, who together have over 55 years of engineering experience.



Applicable Project Experience

With 44 completed Nassau County projects and three ongoing, PY has experience working with your staff and knowledge of your policies and procedures. Effective communication has been the cornerstone of each one of these successful projects, helping us work as a group to build consensus with staff, elected officials, the Board of County Commissioners (BOCC) and the public. More information on our County experience is included in Tab 5: References.

Blackrock Road Improvements • PY met with County staff and contractor to negotiate and finalize a narrowing of the project scope for budgetary restrictions. The plan was presented to the BOCC for review and was accepted.

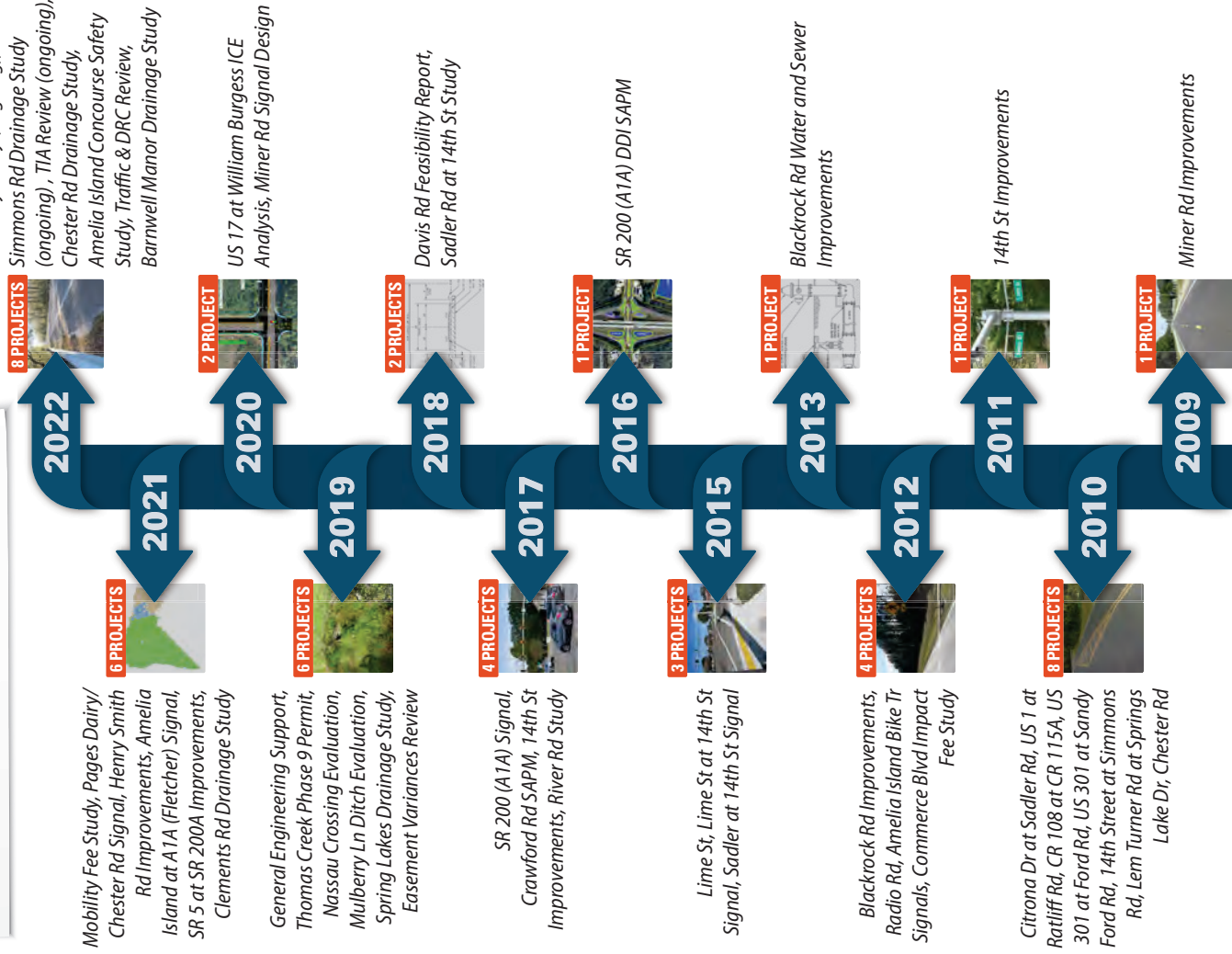
Davis Road Feasibility Report • PY met with County staff and attorney to scope an independent feasibility review for the paving of Davis Road. The final report was presented to the Board and the BOCC as part of a variance application. PY attended BOCC meetings to provide guidance for the report.

14th Street Improvements • PY met with County staff and attorney to finalize a Design Exception Report for the proposed guardrail design. We met with the property owners to discuss and finalize "Right of Entry Agreements" to support the proposed improvements. Revised agreements were approved by the County attorney.

Mobility Fee Study • This project included the update of the Nassau County Mobility Plan, which incorporated the Nassau County 2040 needed capacity projects to assess growth over a 20-year period. Specific tasks included study methodology, data review, preliminary needs assessment and alternative routes, detailed needs evaluation, ENCPA evaluation, calculation of draft mobility fees, fee schedule, final report, and modifications to the comprehensive plan. After completion of the draft mobility plan, interested parties such as the Northeast Florida Builders Association, other county departments and municipal staff, interested citizens, and the BOCC were engaged to receive input. The mobility plan was modified accordingly and recirculated for additional comments. Once a general consensus is reached, the mobility plan will be scheduled for official public hearing and a vote from the BOCC.

Tab 3 Team Organization, Experience, and Qualifications
 NC23-009-RFQ, Nassau County, Continuing Contract for A & E Services

PY has been your trusted partner through every twist and turn on 47 projects



Project Team

Our team's resumes are filled with experience successfully executing County projects, and coordinating with your stakeholders, and resolving challenges before they result in time or cost setbacks. The PY, RS&H, and STV team has the experience, knowledge, and resources to exceed the County's expectations on this contract.



Project Manager
Dow Peters III, PE



Quality Control Manager
Russell Yaffee, PE, PTOE



Transportation Manager
Rusty Snider, PE



Transportation Support
Jay Snyder, PE, PTOE
Dow Peters III, PE
Julio Vargas, EI



Traffic Manager
Sam Kadi, PE



Traffic Support
Whitney Anderson, PE
Wayne Petrone, PE
Austin Chapman, PE, PTOE, RSP12



Architectural Manager
1 Dan Heumann, AIA, LEED AP



Architectural Support
1 Mike DeMeo, RA, LEED AP, NCARB
1 Scott Kroper, PE
1 Kim Gilliam, AIA, ID, LEED AP



Additional PY Support Staff

Julius Catagan
Vivvian Curran, EI
Hendri Imani, EI
Julio Vargas, EI
Lauren Folk
Setul Shah, EI, RSP1
Barbara Mcinnis
Denis Monyo, EI
Vivek Gadhya
Dan Xu, PhD

Bridge / Structural Design

2 Bhushan Godbole, PE
2 Paul Free, PE

Railroad Involvement

2 James Schonk
2 Amanda Jones

Drainage / Stormwater Design

1 Vanessa Vitale, PE
1 Sanoj Shrestha, PE
2 Will Stewart, PE, CFM

Roadway / TTCP Support

2 Kevin Shoemaker, PE
2 Kevin Fielder, PE
2 Wes Markham, PE

PD&E Studies

1 Paul Heeg, PE, LEED AP
1 Kelsey Lucas, PE

CEI

3 Ahmad Sarshory, PE
3 Bill Wortner, PE

Environmental

4 Michael Savage, PWS, PMP
4 Kyle MacDonald

Public Involvement

5 Cantrece Jones
5 Garold Smith

Transportation Modeling

6 Rajesh Chindalur, PE, PTOE
6 Holly Walker, PE, RSP1, CPM

Geotechnical

7 Brett Harbison, PE
7 Rodney Mank, PE

Survey / Mapping / SUE

8 Scott Graham, PSM
8 Cliff Colyer, PSM

Other

2 Eric Nelson (Grant Writing)
2 Dan Corey, PE (ITS Involvement)
2 Rich VanSickle, PE (Constructability Review)

Subconsultants 1 RS&H | 2 STV | 3 Keville | 4 Pond | 5 ADG | 6 CTSI | 7 MAE | 8 ETM Surveying and Mapping

Tab 3 Team Organization, Experience, and Qualifications
NC23-009-RFQ, Nassau County, Continuing Contract for A & E Services

DOW PETERS III, PE PROJECT MANAGER

YEARS EXPERIENCE

24 years

EDUCATION

B.S., Civil Engineering, University of
Florida

REGISTRATIONS

Professional Engineer, FL, 65565

CONTACT INFORMATION

Office • (904) 265-0751

Mobile • (904) 735-6486

dpeters@petersandyaiffee.com



ABOUT

Dow is a Senior Roadway Engineer with a wide range of experience managing transportation projects for FDOT and other local agencies. This includes PD&E studies, horizontal and vertical geometrics, conceptual interchange design, utility coordination, roadway lighting design, and project cost estimating. He is FDOT certified in specification development preparation, Long Range Estimating (LRE), and advanced Maintenance of Traffic (MOT). In addition, Dow has experience reviewing and analyzing crash data to determine the safety benefits of proposed roadway lighting systems.

PROJECT EXPERIENCE

Henry Smith Road Roadway Improvements Project, Nassau County, FL, As Project Manager for the Henry Smith Road Improvement Project in Nassau County, FL, from CR 108 to US 1 (N. Kings Road). This road is a two-lane two-way road in a rural area. The project involves the rehabilitation of the existing asphalt pavement on Henry Smith Road. Additional improvements include signing and pavement marking, installation of mitered end sections (MESs) on existing driveway side drains replacement of two cross drains and installation of concrete flumes and riprap for erosion control. Henry Smith Road is classified as a minor collector by Nassau County. The posted speed is 35 mph from the beginning of project at CR 108 and changes to 45 mph just west of Pine St. The Design Speed ranges from 40 mph to 50 mph. A CSX Railroad crossing is present within the project limits. CSX Crossing No. 620736B is located approximately 2,400 ft. west of the project end at the US 1 (N. Kings Road) intersection. The services that were performed for this project are generally described as design for a RRR/Safety Type Project to incorporate safety improvements for a two lane rural roadway.

14th Street Roadway Improvements, Nassau County, FL, As Project Manager for the design of the milling and resurfacing of 14th Street from Amelia Island Parkway to Sadler Road. This project also includes removal and replacement of an existing 36" cross drain that failed during Hurricane Irma in the Fall of 2017. This project also includes drainage improvements with the installation of new mitered end sections on existing cross drain pipes with no end treatments. This improves the flow through the cross drains and makes the roadside safer by eliminating steep ditch front slopes located at the cross drain pipe ends.

Blackrock Road (RRR) Project, Nassau County, FL, As Project Manager, responsible for the milling and resurfacing of approximately a two mile of a rural collector roadway. This design also included the widening of the existing travel lanes from currently nine foot to a twelve for travel lanes. In addition, paved shoulders and sidewalk were designed and incorporated into the project. Safety upgrades included providing guardrail and proposed bridge replacement at Gravel Creek. Also, utility coordination and relocation efforts were included for all existing and proposed utility companies within project limits. Project cost estimating, specifications were also provided for Nassau County.

Miner Road (RRR) Project, Nassau County, FL, As Project Manager, responsible for this milling and resurfacing project, which included approximately a half mile of a rural collector roadway. This design also includes the widening of the existing travel lanes from currently nine foot to a twelve for travel lanes. In addition, paved shoulders and sidewalk will be designed

DOW PETERS III, PE PROJECT MANAGER

and incorporated into the project. Safety upgrades included providing additional guardrail at the northern section of the project. Also, utility coordination and relocation were provided for all existing and proposed utility companies within project limits. Project cost estimating, specifications and schedule were provided and updated to coordinate with Nassau County for the final bid package.

Citrona Drive at Sadler Road Intersection Improvements Project, Nassau County, FL, As Senior Roadway Engineer, responsible for the design for the milling and resurfacing and widening of approximately 0.15 miles of an urban collector roadway. This design also includes the widening of the existing travel lanes to accommodate the extension of a proposed left turn lane for the northbound traffic on Citrona Drive. In addition, minor drainage improvements and sidewalk was designed and incorporated into this project. To address the pavement failure, a pavement design was performed as a part of this project. Driveway connections and details were completed to address the constructability of existing driveway connections. Signing and Pavement Marking and Loop Replacement design also was feature as a part of this project. Updated project cost estimating, specifications, bid documentation and schedules were provided for the final bid package.

US 1 at Ratliff Road Intersection Improvements Project, Nassau County, FL, As Senior Roadway Engineer, responsible for the design for the milling and resurfacing and widening of approximately 0.10 miles of a rural arterial roadway. This design also included the widening for right turn lanes on US 1 at Ratliff Road and a right turn lane on Ratliff Road at US 1. In addition, minor drainage improvements were designed and incorporated into this project. A pavement design was performed as a part of this project for both Ratliff Road and US 1. These pavement designs were coordinated with FDOT District Two to meet appropriate design criteria for US 1. Driveway connections and details were also provided to improve the constructability of existing driveway connections. Project cost estimating, specifications, bid documentation and schedules were provided and updated to coordinate with Nassau County for the final bid package.

CR 108 at CR 115A, Nassau County, FL, As Senior Roadway Engineer, responsible for the design for the milling and resurfacing, reconstruction and widening of approximately 0.18 miles of a rural arterial roadway intersection. This intersection design also included the widening for right turn lanes on CR 108, CR 115A and a left turn lane on CR 108. In addition, minor drainage improvements were designed

and incorporated for the design of this intersection. Pavement designs were performed as a part of this project for both CR 108 and CR 115A. These pavement designs were performed to address the various pavement conditions for CR 108 and CR 115A. The Maintenance of Traffic for this project included providing details for a temporary roadway connection. In addition, signing and pavement marking designs were a part of this project to improve the safety aspect of the reconfigured intersection. Project cost estimating, specifications, bid documentation and schedules were provided and updated to coordinate with Nassau County for the final bid package.

US 301 at Sandy Ford Road Intersection Improvements Project, Nassau County, FL, Assisted Project Manager, responsible for evaluating and reviewing project cost estimating, developing final specifications and bid documentation packages. Worked with Nassau County Contract Administrator for addendums for issuing final plans and revisions to be reissued for final bid documentation packages.

US 301 at Ford Road Intersection Improvements Project, Nassau County, FL, Assisted Project Manager, responsible for evaluating and reviewing project cost estimating, developing final specifications and bid documentation packages. Worked with Nassau County Contract Administrator for addendums for final plans and revisions to be reissued for final bid documentation packages.

Spring Lakes Estates Drainage Study, Nassau County, FL, This project included the analysis of the existing drainage systems serving the Spring Lakes Estates Subdivision. Survey information was gathered to determine potential options for improving existing standing water conditions in roadside ditches. Recommended improvements included regrading of flat ditches, replacement of sidedrains with adverse side slopes and the replacement of an existing cross drain.

CR 18 Trail, FDOT, District Two, Clay County, Bradford County, St. John's County, FL, This contract included the construction of a trailhead parking lot and 12' asphalt multi-use path from SR 100 to CR 18/City of Hampton in Bradford County, FL. This project included cross drain, side drain, conveyance ditch and detention pond improvements as well as erosion and sediment control and temporary traffic control design. Additionally, culvert analysis included delineation of large contributing basins and evaluation of overtopping scenarios.

RUSSELL YAFFEE, PE, PTOE

QA/QC MANAGER

peters yaffee
TRANSPORTATION & TRAFFIC ENGINEERING

YEARS EXPERIENCE

31 years

EDUCATION

B.S., Civil Engineering, Tulane University

REGISTRATIONS

Professional Engineer, FL, 64513
Professional Traffic Operations Engineer, 634

CONTACT INFORMATION

Office • (904) 265-0751
Mobile • (904) 735-6477
ryaffee@petersandyaffee.com



ABOUT

Russell is a Principal Traffic Engineer with experience in both the public and private sectors. This includes the preparation of traffic impact studies, level of service analysis, signal design, signing and pavement marking design, and parking lot layout and design. In addition, Russell has experience with Intelligent Transportation Systems (ITS) including ramp metering design, variable message sign design and lane use signal design. Russell is a member of the National Committee on Uniform Traffic Control Devices (NCUTCD), serving on the markings technical sub-committee.

PROJECT EXPERIENCE

Mobility Plan Update, Nassau County, FL, This ongoing project included the update of the Nassau County Mobility Plan, which incorporated the Nassau County 2040 needed capacity projects. Growth over a 20-year period and determined the appropriate mobility fee so that new developments could pay for Nassau County's projected capacity needs. Specific tasks included Study Methodology, Data Review, Preliminary Needs Assessment and Alternative Routes, Detailed Needs Evaluation, ENCPA Evaluation, Calculation of Draft Mobility Fees, Refine Fee Schedule, Final Report and the Modification to Comprehensive Plan.

SR 200 Traffic Signal Design, FDOT, District Two, Project Manager for the signal design of ten intersections along SR 200 from Miner Road to Old Nassauville Road. The design included standard mast arms, traffic signal equipment layout, signage, video detection zones, fiber optic, communication and Bluetoad plans. The design included plans, technical special provisions, bid documents and construction cost estimates. The design also included temporary traffic control signals for five phases of maintenance traffic at the ten intersections along SR 200.

Miner Road (RRR) Project, Nassau County, FL, Senior Traffic Engineer responsible for this milling and resurfacing project, which included approximately a half mile of a rural collector roadway. This design also includes the widening of the existing travel lanes from currently nine foot to a twelve for travel lanes. In addition, paved shoulders and sidewalk will be designed and incorporated into the project. Safety upgrades included providing additional guardrail at the northern section of the project. Also, utility coordination and relocation were provided for all existing and proposed utility companies within project limits. Project cost estimating, specifications and schedule were provided and updated to coordinate with Nassau County for the final bid package.

Blackrock Road (RRR) Project, Nassau County, FL, Senior Traffic Engineer responsible for all the traffic elements in conjunction with the milling and resurfacing of approximately a two mile of a rural collector roadway. This design also included the widening of the existing travel lanes from currently nine foot to a twelve for travel lanes. In addition, paved shoulders and sidewalk was designed and incorporated into the project. Safety upgrades included providing guardrail and proposed bridge replacement at Gravel Creek. Also, utility coordination and relocation efforts are included for all existing and proposed utility companies within project limits. Project cost estimating, specifications are also provided for Nassau County.

Tab 3 Team Organization, Experience, and Qualifications
NC23-009-RFQ, Nassau County, Continuing Contract for A & E Services

RUSSELL YAFFEE, PE, PTOE

QA/QC MANAGER

peters yaffee
TRANSPORTATION & TRAFFIC ENGINEERING

Concourse Loop Road, Transportation Impact Fee Study, Nassau County, FL, The project consisted of a traffic study for the proposed construction of Concourse Loop Road in Yulee. Concourse Loop Road was to be completed in several phases and traverse between Gene Lasserre Boulevard and Nassau Center Court on both the north and south side of SR 200 (US A1A). In addition, connector roads would be built to tie the loop road into Nassau Place and Flora Parke Boulevard. The ultimate goal was to alleviate the westbound and eastbound traffic on SR 200, specifically the traffic accessing each of the commercial properties along the corridor.

Citrona Drive at Sadler Road Intersection Improvements Project, Nassau County, FL, Senior Traffic Engineer responsible for the design of the Signage and Pavement Marking Plans, Signalization Plans, Maintenance of Traffic Plans and Flexible Pavement Design for the milling and resurfacing and widening of approximately 0.15 miles of an urban collector roadway. This design also included the widening of the existing travel lanes to accommodate the extension of a proposed left turn lane for the northbound traffic on Citrona Drive.

US 1 at Ratliff Road Intersection Improvements Project, Nassau County, FL, Senior Traffic Engineer responsible for the design of the Signage and Pavement Marking Plans, Signalization Plans, Maintenance of Traffic Plans and Flexible Pavement Design for the milling and resurfacing and widening of approximately 0.10 miles of a rural arterial roadway. This design also included the widening for right turn lanes on US 1 at Ratliff Road and a right turn lane on Ratliff Road at US 1.

CR 108 at CR 115A, Nassau County, FL, Senior Traffic Engineer responsible for the design of the Signage and Pavement Marking Plans, Maintenance of Traffic Plans and Flexible Pavement Design for the milling and resurfacing, reconstruction and widening of approximately 0.18 miles of a rural arterial roadway intersection. This intersection design also includes the widening for right turn lanes on CR 108, CR 115A and a left turn lane on CR 108. In addition, minor drainage improvements were designed and incorporated for the design of this intersection.

SR 200 (A1A) Corridor Evaluation Study, Nassau County, FL, Project Manager for a detailed corridor evaluation study along SR 200 (A1A). The study investigated short-term and long term mitigation along the SR 200 (A1A) corridor, turn-lanes, new signalization, optimizing current signal timings as well as widening to six-lanes. The study also looked at several new corridors and alignments, including a new bridge to Amelia Island, CR 108 Extension and Pages Dairy Road Extension.

Tab 3 Team Organization, Experience, and Qualifications
NC23-009-RFQ, Nassau County, Continuing Contract for A & E Services

The study also estimated impact fees based upon the recommended alternatives. **Traffic Impact Study, Miner Road Commercial Center, Nassau County, FL,** Performed a traffic study for a proposed commercial center to be constructed on the southeast quadrant of the intersection of SR A1A (SR 200) and Miner Road in Nassau County, Florida. The center is to be constructed in two phases, a 16,575 SF Nassau Power Sports in Phase 1 and an additional 58,000 SF of Commercial General (CG) in Phase 2, for a total of 74,575 SF, constructed and fully occupied in early 2008. The traffic study included traffic counts, trip generation, trip distribution, trip assignment, capacity analysis and recommendations.

SR 200 at SR 9 (I-95) DDI, FDOT, District Two, Nassau County, FL, Principal Engineer responsible for the design of the Signage and Pavement Marking Plans for the Diverging Diamond Interchange at SR 200 and SR 9 (I-95). The design included overhead interstate guide signs, interchange guide signs, route pavement markings, and additional signs and pavement markings for the new interchange.

SR 5 at CR 200A Intersection Improvements, FDOT, District Two, Nassau County, FL, This project included the preparation of design and construction plans for roadway and signing and pavement marking improvements on SR 5/US 17 at CR 200A/Paige's Dairy Road in Nassau County. Improvements included signing and pavement marking and minor roadway modifications to offset the left turn lanes and convert the existing northbound right lane merge just north of the project intersection to a right lane drop at the intersection.

SR 200 at Wades Place Right Turn Lane Analysis, FDOT, District Two, Nassau County, FL, This Study was prepared for FDOT District Two to determine if a right-turn lane is needed on SR 200 at Wades Place. As part of the study, turning movement counts and crash reports were reviewed to determine if a right-turn lane should be recommended. The study did not recommend that a right-turn lane be added due to lack of correctable crash history and lack of sufficient right-turn demand.

SR 15 (US 17) from north of West River Road to the Clay County Line, FDOT, District Two, Putnam County, FL, This project included the preparation of the design and construction plans for the replacement of a span mounted flashing beacon assembly at Palmetto Bluff Road. Guide signs were developed for the street name signs.



RUSTY SNIDER, PE

TRANSPORTATION MANAGER

YEARS EXPERIENCE

14 years

EDUCATION

B.S., Civil Engineering, University of North Florida

REGISTRATIONS

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CONTACT INFORMATION

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Tab 3 Team Organization, Experience, and Qualifications
NC23-009-RFD, Nassau County, Continuing Contract for A & E Services

ABOUT

Rusty has 14 years of experience managing projects involving the design of roadway, pavement, ADA compliance, temporary traffic control, signing and pavement marking, and guide signs. He is also Advanced Maintenance of Traffic Certified and proficient in OpenRoads Designer, MicroStation, Guide Sign, and AutoTURN. Rusty is a member of the National Committee on Uniform Traffic Control Devices (NUTCD) and serves on one of the technical sub-committees.

PROJECT EXPERIENCE

US 17 at William Burgess ICE Analysis, Nassau County, FL, The roadway design of the proposed William Burgess Boulevard Extension east of US 17 required the design of appropriate intersection control at the intersection of US 17 and William Burgess Boulevard. An Intersection Control Evaluation (ICE) analysis was required by FDOT to determine appropriate intersection control for this intersection.

SR 5 (US 17) at CR 200A (Pages Dairy Road) Intersection Improvement, Nassau County, FL, This ongoing Safety Improvement Project will provide offset left turn lanes at the intersection of SR 5 (US 17) and CR 200A (Pages Dairy Road). This project consists of median modifications by constructing pavement widening and new traffic separators. Responsibilities include field review, milling and resurfacing, widening, traffic separator design, traffic control plans and signing and pavement markings plans.

Crawford Road Paving Project, Nassau County, FL, This project included the paving of approximately six and a half miles of dirt road from CR 121 to the paved section of Crawford Road. Responsibilities included field review, sign inventory, a detailed traffic analysis of Crawford Road, a traffic signal warrant at the CR 121/Crawford Road/CR 2 intersection and signing and pavement markings. The Signing and Pavement Marking Plans were laid out using Smart Plans due to the length and rural nature of the project.

SR 200 at SR 9 (I-95) DDI, FDOT, District Two, Responsible for the design of the Signage and Pavement Marking Plans for the Diverging Diamond Interchange at SR 200 and SR 9 (I-95). The design included overhead interstate guide signs, interchange guide signs, route pavement markings, and additional signs and pavement markings for the new interchange.

SR 285 RRR, FDOT, District Three, This project consisted of rehabilitating six miles of SR 285 from the Walton/Okaloosa County Line to SR 8 (I-10). Responsibilities included the roadway design, superelevation correction design, roadway quantities, TTCP, and plans preparation.

SR 750 RRR, FDOT, District Three, This project consisted of rehabilitating two miles of SR 750 from SR 291 (Davis Hwy.) to SR 289 (9th Ave.). Responsibilities included the roadway design, ADA improvements, TTCP, and plans preparation.

SR 10 Intersection Improvements and SR 53/SR 145 RRR, FDOT, District Two, This project consisted of the widening of all four corners in the intersection of SR 10 and SR 53/SR 145 and included rehabilitating SR 53/SR 145 from Rutledge Street to Livingston Street. Responsibilities included the roadway design, field investigations, sidewalk and curb ramp



RUSTY SNIDER, PE TRANSPORTATION MANAGER

peters yaffee
TRANSPORTATION & TRAFFIC ENGINEERING

design for ADA compliance, driveway design, drainage design, gravity wall design, roadway quantities, TTCP, signing & pavement marking design, design signs using GuidSIGN, signing & pavement marking quantities, signalization design, traffic signal design, loop layout, signalization quantities, and plans preparation. Design was aided using the GEOPAK Road Corridor Modeling software.

SR 50 RRR, FDOT, District Five, This project consisted of rehabilitating three miles of SR 50 from St. Anne Street to the Brevard County Line. Responsibilities included the roadway design, cross slope correction design, guardrail design, roadway quantities, Temporary Traffic Control Plan (TTCP) and plans preparation.

CR 361 (Johnson Stripling Road) RRR with Widening, FDOT, District Two, This project was an FHWA High Risk Rural Roads Program and consisted of rehabilitating four miles of CR 361 from Pace Drive to Roberts Aman Road and widening to provide paved shoulders. Responsibilities included roadway design, cross slope correction, superlevation correction design, guardrail design, drainage design, turnout design, roadway quantities, and plans preparation.

SR 53 RRR, FDOT, District Two, This project consisted of rehabilitating six miles of SR 53 from SR 8 (I-10) to Rutledge Street. Responsibilities included the roadway design, field investigations, sidewalk and curb ramp design for ADA compliance in urban section, driveway design in urban section, guardrail design, roadway quantities, TTCP, and plans preparation.

CR 215 RRR with Widening, FDOT, District Two, This project was an FHWA High Risk Rural Roads Program and consisted of rehabilitating two miles of CR 215 from south of Chicory Ave/Juniper Ave to SR 21 (Blanding Boulevard) and widening to provide left turn lanes at all three intersections in the project. Responsibilities included the roadway design, field investigations, turnout design, roadway quantities, TTCP, signing & pavement marking design, signing & pavement marking quantities, and plans preparation.

SR 21 (Blanding Boulevard) RRR, FDOT, District Two, This project consisted of rehabilitating four and a half miles of SR 21 from Knight Boxx Road to Kingsley Avenue. Responsibilities included the roadway design, field investigations, sidewalk and curb ramp design for ADA compliance, driveway design, roadway quantities, TTCP, pedestrian signal design, loop layout with advance loops, signal fiber optic replacement/layout, traffic monitoring site layouts, signalization

quantities, and plans preparation.

SR 8 (I-10) RRR, FDOT, District Two, This project consisted of rehabilitating nine miles of SR 8 (I-10) from the Duval/Nassau County Line to SR 23. The project included the interchange at SR 200 (US-301) and a mile on SR 200 (US-301). Responsibilities included the roadway design, field investigations, guardrail design, roadway quantities, TTCP, detour plan, and plans preparation.

SR 55 RRR, FDOT, District Two, This project consisted of rehabilitating one third of a mile of SR 55 from US-19 (Byron Butler Parkway) to Madison Street and constructing a traffic separator the length of the project to provide access management. Responsibilities included the roadway design, field investigations, sidewalk and curb ramp design for ADA compliance, turnout design, roadway quantities, TTCP, signing & pavement marking design, signing & pavement marking quantities, pedestrian signal design, loop layout, signalization quantities, and plans preparation.

SR 10 Sidewalk Project, FDOT, District Two, This project was a Safe Routes to Schools Program and consisted of constructing 2.7 miles of sidewalk along SR 10 and Captain Brown Road from the urban section of SR 10 to Anastasia Way and along Anastasia Way from SR 10 to the Madison County Recreational Complex. Responsibilities included the sidewalk design, field investigations, ditch and drainage design, driveway design, roadway quantities, TTCP, minor pavement marking design, school zone signing design including signalized flashing school signs, signing & pavement marking quantities, and plans preparation. Design was aided using the GEOPAK Road Corridor Modeling software.

SR 10 (Atlantic Boulevard), Push Button, FDOT, District Two, This project consisted of Traffic Separator construction and pavement marking at Somerville Road and Saint Elmo Drive.

Offset Left Turn Lanes, FDOT, District Two, Clay, Duval and Alachua Counties, This project included the preparation of three design and construction plans for four intersections along SR 21 in Clay County, two intersections at SR 212 and SR 228 in Duval County and one intersection at SR 26 in Alachua County. Improvements consisted of roadway, drainage, utility, signalization, signing and pavements markings.

SAM KADI, PE

TRAFFIC MANAGER

YEARS EXPERIENCE

25 years

EDUCATION

M.S. Civil Engineering, University of Central Florida

B.S. Civil Engineering, Florida Institute of Technology

REGISTRATIONS

Professional Engineer, FL, 57498

CONTACT INFORMATION

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Tab 3 Team Organization, Experience, and Qualifications
NC23-009-RFQ, Nassau County, Continuing Contract for A & E Services

ABOUT

Sam has extensive experience designing and managing transportation infrastructure projects including lighting, roadway, traffic signals, and signing and pavement marking. In addition, his expertise includes the execution of traffic studies, traffic signal warrant analyses, and lighting justification studies. Sam's decades of experience as a Project Manager and Project Engineer for public and private clients across Florida has given him a comprehensive understanding of stakeholder coordination and local agency processes.

PROJECT EXPERIENCE

Henry Smith Road Roadway Improvements Project, Nassau County, FL, This Henry Smith Road Improvement Project in Nassau County, FL is from CR 108 to US 1 (N. Kings Road). This road is a two-lane two-way road in a rural area. The project involves the rehabilitation of the existing asphalt pavement on Henry Smith Road. Additional improvements include signing and pavement marking, installation of mitered end sections (MESs) on existing driveway side drains replacement of two cross drains and installation of concrete flumes and riprap for erosion control. Henry Smith Road is classified as a minor collector by Nassau County. The posted speed is 35 mph from the beginning of project at CR 108 and changes to 45 mph just west of Pine St. The Design Speed ranges from 40 mph to 50 mph. A CSX Railroad crossing is present within the project limits. CSX Crossing No. 620736B is located approximately 2,400 ft. west of the project end at the US 1 (N. Kings Road) intersection. The services that were performed for this project are generally described as design for a RRR/Safety Type Project to incorporate safety improvements for a two lane rural roadway.

14th Street Roadway Improvements, Nassau County, FL, The 14th Street Roadway Improvement Project in Nassau County, FL consisted of milling and resurfacing of the existing travel lanes from just north of Amelia Island Parkway to Sadler Road for approximately 1.8 miles. 14th Street is a two lane roadway currently designated as a major collector and the existing posted speed limit is 45 mph with a design speed is 50 mph. Additional improvements for this project included the replacement of several side-drain mitered end sections, cross-drain replacement at Ocean Breeze, guardrail replacement and providing signing and pavement markings. The services performed for this project are generally described as design for a RRR/Safety Type Project to incorporate safety improvements for a two lane rural roadway.

Safety Study for Improvements to Curves on River Road from CR 121 to US 1, Nassau County, FL, Project Manager for a Safety Study for improvements to the curves along River Road from CR 121 to US 1. The project was part of a grant application by Nassau County for funding through the Off-System Highway Safety Improvement Program (HSIP). The scope of the HSIP evaluation consisted of field reviews, collision analysis, qualitative assessment of existing conditions, ball-bank indicator study, proposal of recommended improvements to reduce crashes, and preparation of concept plans along with estimation of construction costs. Additionally, the recommended improvements were evaluated based on their feasibility plus benefit/cost (B/C) and net present value (NPV) analyses were performed to determine if the project is eligible for safety funds consideration. This project was completed in 2017.



SAM KADI, PE TRAFFIC MANAGER

Safety Study for Improvements to South 14th Street and Sadler Road, Nassau County, FL, Project Manager for a Safety Study for improvements to two traffic corridors located in Nassau County, South 14th Street and Sadler Road. The study corridor along South 14th Street extended from Sadler Road to Hickory Street. The second corridor, located along Sadler Road, began at SR 200 and ended at Citrona Drive/Will Hardee Road. The project was part of a grant application by Nassau County for funding through the Off-System Highway Safety Improvement Program (HSIP). The scope of this HSIP evaluation consisted of field reviews, collision analysis, qualitative assessment of existing conditions, proposal of recommended improvements to reduce crashes, and preparation of concept plans along with estimation of construction costs. Additionally, the recommended improvements were evaluated based on their feasibility plus benefit/cost (B/C) and net present value (NPV) analyses were performed to determine if the project is eligible for safety funds consideration. This project was completed in 2018.

Pages Dairy / Chester Road Intersection Signal Improvements, Nassau County, FL, Signal improvements at two intersections on Chester Road. This ongoing project consists of the replacement of the existing traffic signal at the intersection of David Hallman Pkwy. and Chester Road and the installation of a new traffic signal at Pages Dairy Road and Chester Road including interconnecting the two signals along with providing the necessary preemption system to work with the existing railroad crossing. The design will include traffic signal equipment layout, signage, loop layout, railroad preemption plan, and communication interconnect plans. The yellow, red and pedestrian clearance intervals will be calculated to meet both MUTCD and FDOT current standards. Along with the signal construction plans, technical special provisions, bid documents, and construction cost estimates will be prepared.

SR 200 Traffic Signal Design, FDOT, District Two, Signal design of 10 intersections along SR 200 from Miner Road to Old Nassauville Road. The design included mast arms, traffic signal equipment layout, signage, video detection zones, fiber optic, communication and Bluetooth plans. The design included plans, technical special provisions, bid documents and construction cost estimates. The design also included temporary traffic control signals for five phases of maintenance traffic at the ten intersections along SR 200.

SR 228 (Normandy Blvd) Improvements, FDOT, District Two, Project Manager and EOR for this project that provided coordination with FDOT and the Jacksonville Electric Authority (JEA) for a Joint Project Agreement (JPA) for the proposed lighting design at five signalized intersections, lighting calculations, pole layout and electrical calculations to support the lighting design. Other improvements consisted of traffic signals upgrades for five full signal upgrades with ADA curb ramps improvements and various upgrades at another fourteen signals starting at New World Avenue near MP 10.834 and ending at Cassat Avenue near MP 21.068 in Duval County. In addition, the project provided the installation of fiber optic interconnect and several arterial dynamic message signs.

SR 24 Intersection Lighting Improvements, FDOT, District Two, Engineer of Record for this project that consisted of the design of lighting at the intersection of SR 24 and SW 16th Street at Shands Children's Hospital in Alachua County in order to enhance the visibility in the busy crosswalks. The project also included maintenance of traffic design that involved temporary pedestrian traffic detours due to closures of existing sidewalk.

SR 212/SR 109 Intersection Improvements, FDOT, District Two, Project manager for this project that consisted of milling and resurfacing and widening in Duval County. The project also included the signalization of the intersection and the lighting of the impacted intersection approaches and the intersection to enhance the safety throughout an intersection known to have a high crash rate by both FDOT and the City of Jacksonville.

SR 200 at Wades Place Right Turn Lane Analysis, FDOT, District Two, Nassau County, This Study was prepared for FDOT District Two to determine if a right-turn lane is needed on SR 200 at Wades Place. As part of the study, turning movement counts and crash reports were reviewed to determine if a right-turn lane should be recommended. The study did not recommend that a right-turn lane be added due to lack of correctable crash history and lack of sufficient right-turn demand.



DAN HEUMANN, AIA, LEED AP ARCHITECTURAL MANAGER

RS&H

YEARS EXPERIENCE

38 years

EDUCATION

Master of Architecture, University of Florida

Bachelor of Arts, Design, University of Florida

REGISTRATIONS

Professional Architect, FL,
#AR0012550

LEED Accredited Professional, U.S.
Green Building Council, 2009

CONTACT INFORMATION

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ABOUT

Dan has 38 years of experience and has served as project architect and project manager on a broad spectrum of projects ranging from small renovations to large, multi-floor corporate headquarters. He has designed and managed recreational facilities, financial prototypes, medical buildings, schools, clubhouses, office buildings, warehouses, and data centers.

PROJECT EXPERIENCE

VyStar Fernandina Beach, Vystar Credit Union, Fernandina Beach, FL, Project Architect. RS&H provided construction documents and construction administration services for a new freestanding 4,000-square-foot prototype branch with a four-lane drive through. The building includes a teller and waiting areas, offices, vault, work room, break room and restrooms.

North Hampton Clubhouse, Nassau County, FL, Project Manager/Project Architect. A new two-story, shingle-style clubhouse with golf cart storage on the lower level and pro shop, dining and locker rooms on the upper level.

Avenues Walk Park-n-Ride Station, Jacksonville Transportation Authority (JTA), Jacksonville, FL, Project Manager. RS&H provided architectural, electrical, mechanical, and structural design services for a 1,400-square-foot customer service building to serve transit passengers at a park-n-ride facility. The building features a seated waiting area, customer service counter, security office, restrooms, employee break room, and vending area.

Winston Family YMCA, YMCA of Florida's First Coast, Inc., Jacksonville, FL, Project Manager. Full design and construction oversight of a new ground-up, three-story, 69,000-square-foot building. This facility is the main hub for First Coast YMCA and was integral to the redevelopment of the surrounding neighborhood and includes a chapel, aquatic center, healthy living center and indoor running track suspended above the state-of-the-art fitness facility.

The Plantation House Additions and Alterations, Ponte Vedra Beach, FL, Project Manager/ Senior Architect. Interior renovation and addition to an existing 28,000-square-foot golf community clubhouse. Project includes additions for the new 19th hole dining facility and interior renovations for new bar, formal dining rooms, casual dining areas, full-service kitchen, informal den, informal meeting rooms, locker room facilities, fitness facilities, administration offices, and multi-purpose spaces.

Johnson Family YMCA Expansion, YMCA of Florida's First Coast, Inc., Jacksonville, FL, Project Manager. The project consisted of the design a 4,400-square-foot teen center addition, interior renovations, a new aquatics area, expanded parking and associated site work.

Brown & Brown Corporate Headquarters, Brown & Brown, Inc., Daytona Beach, FL, Project Manager. The new ground-up headquarters consists of an 11 story, 225,000 square foot high-rise office building that houses 800 teammates. The facility features glass walls that offer unobstructed views of the Halifax River. Building core elements are located inboard to the west with deep open floor plates to give every teammate an eastern 180-degree water view. Interactive

DAN HEUMANN, AIA, LEED AP ARCHITECTURAL MANAGER

RS&H

spaces for teammates abound throughout the building on all floors, the most picturesque being the rooftop observation deck where teammates can celebrate their success and get a whiff of the sea breeze from the nearby Atlantic Ocean. Areas for interaction continue with components of Brown & Brown University and training center, a café, and a two-story lobby that will capture and display the essence of the Brown & Brown brand and culture.

VyStar Tallahassee 3228 Mahan Drive, Vystar Credit Union, Tallahassee, FL, Project Manager. The project scope includes architectural, interior, and engineering design services for a 15,000-square-foot, two-story structure with a branch, building services space, and a Starbucks coffee on first level. The second level will house a Contact Center, Training Room, Break Room, space for client LOBs, and building services space (two stairs plus an elevator).

Bob Dye-Clay YMCA, YMCA of Florida's First Coast, Inc., Orange Park, FL, Architect. Scope of work included renovations of existing admin office areas, kidzone, and teen center. Provided addition for new wellness center, toilet locker shower rooms, and conditioned corridor.

St. Augustine YMCA Branch Renovation, YMCA of Florida's First Coast, Inc., Saint Augustine, FL, Project Architect. Interior renovations and additions to an existing YMCA facility. Renovated existing administration office areas, kidzone, and wellness areas. Provided additions for new toilet locker shower facilities.

The Plantation Pro Shop and Cart Barn, Ponte Vedra Beach, FL, Project Manager/Project Architect. New construction of a 1,000-square-foot Golf Pro Shop and 3,400-square-foot cart storage and maintenance facility.

Queens Harbor Fitness Center, Jacksonville, FL, Project Manager/Project Architect. A new one-story, 3,500-square-foot facility that includes a wellness area with cardio equipment and weight training, an aerobics studio, offices and locker rooms.

JAY SNYDER, PE, PTOE

TRANSPORTATION SUPPORT

Firm: Peters and Yaffee

Contact: (904) 265-0751, jsnyder@petersandyaffee.com



Jay is a Traffic and Transportation Engineer with eight years of experience, including roadway and drainage design, ADA compliance design, safe routes to school, traffic and safety studies, pavement maintenance, traffic control, and traffic calming. Jay's experience in construction activities includes constructability reviews, project organization, budgeting, and scheduling. While working for the public sector Jay estimated projects from start to finish, including RFP development, contract development, and construction supervision. Jay is Advanced Maintenance of Traffic Certified with the FDOT.

- Spring Lakes Estates Drainage Study, Nassau County
- 14th Street Roadway Improvements, Nassau County
- Henry Smith Road Roadway Improvements Project, Nassau County
- Armsdale Road Sidewalk and Roadway Improvements, City of Jacksonville
- North BRT Pedestrian Improvements, Jacksonville Transportation Authority

JULIO VARGAS, EI

TRANSPORTATION SUPPORT

Firm: Peters and Yaffee

Contact: (904) 265-0751, jvargas@petersandyaffee.com



Julio is a Transportation Engineer with 21 years of experience in both the public and private sectors. He is proficient in the use of Microstation, Geopak, AutoCAD, AutoCad Civil Design, Guidsign, and Autoturn. In addition, he is skilled in the use of Microsoft Office including Word, Excel, and Power Point. Julio has worked on dozens of projects in Nassau County, as well as hundreds more in FDOT District Two. He will leverage this experience to provide Nassau County with personalized services tailored to your preferences and communities.

- Spring Lakes Estates Drainage Study, Nassau County
- 14th Street Roadway Improvements, Nassau County
- Henry Smith Road Roadway Improvements Project, Nassau County
- SR 5 at CR 200A Intersection Improvements, FDOT, District Two
- Pages Dairy and Chester Road Intersection Improvements, Nassau County



WHITNEY ANDERSON, PE

TRAFFIC SUPPORT

Firm: Peters and Yaffee

Contact: (904) 265-0751, wanderson@petersandyaffee.com

Whitney is a Traffic and Transportation Project Engineer with nine years of experience delivering plans for roadway, signing and pavement marking, lighting, and signalization projects to both public and private sector clients. She is trained and experienced in FDOT electronic delivery, advanced Maintenance of Traffic (MOT) plans preparation, Trans*port/Designer Interface, and Long Range Estimating (LRE). In addition, Whitney is proficient in the use of Microstation, Geopak, and the FDOT Bar Menu, as well as Microsoft Office including Word, Excel, Access, and Project.

- Blackrock Road (RRR) Project, Nassau County
- SR 200 Traffic Signal Design, FDOT, District Two
- Henry Smith Road Roadway Improvements Project, Nassau County
- SR 200 at SR 9 (I-95) DDI, FDOT, District Two
- SR 24 Intersection Lighting Improvements, FDOT, District Two

WAYNE PETRONE, PE

TRAFFIC SUPPORT

Firm: Peters and Yaffee

Contact: (904) 265-0751, wpetrone@petersandyaffee.com



Wayne has 41 years of experience working on thousands of projects involving traffic signal design, transportation planning and operations, signing and pavement marking design, and traffic studies like intersection analysis and signal warrant studies. With his IMSA Certification, Wayne also has experience inspecting the installation of traffic signals. In addition, he is a member of the Institute of Traffic Engineers (ITE) and the American Society of Highway Engineers, as well as an expert with SYNCHRO, SimTraffic, and Guide Sign software.

- SR 200 Traffic Signal Design, FDOT, District Two
- 14th Street Roadway Improvements, Nassau County
- Blackrock Road (RRR) Project, Nassau County
- Concourse Loop Road, Transportation Impact Fee Study, Nassau County
- Radio Avenue Project, Nassau County





AUSTIN CHAPMAN, PE, PTOE, RSP21 TRAFFIC SUPPORT

Firm: Peters and Yaffee
Contact: (904) 265-0751, achapman@petersandyaffee.com

Austin has 16 years of experience in transportation engineering, traffic operation studies, safety studies, planning studies, signal design, roadway design, signing and pavement marking, and signal timing design. His signal design experience includes new signals, minor modification to existing signals, full signal reconstruction as well as isolated and coordinated signals. Austin's traffic operations experience includes signal warrant, 4-way stop, sight distance, speed studies, along with turn lane need and lane length studies.

- Mobility Fee Study, Nassau County
- US 17 at William Burgess Ice Analysis, Nassau County
- Traffic and DRC Review, Nassau County
- TIA Review, Nassau County (Ongoing)
- Crawford Road Safety Study, Nassau County (Ongoing)



SCOTT KROPER, PE ARCHITECTURAL SUPPORT

Firm: RS&H
Contact: (904) 256-2500, scott.kroper@rsandh.com

Scott has 11 years of experience. He is responsible for providing roadway and drainage engineering support, as well as developing preliminary and final plans. Scott has provided services for an array of transportation clients, including departments of transportation, municipalities, toll authorities, and contractors. His technical specialties consist of site grading, complex roadway design, utility design and coordination, MOT development, conceptual layouts, detailed cost estimates, and 3D corridor modeling.

- Dames Point Cruise Terminal Parking Relocation, JAXPORT
- King Street Drainage Improvements, FDOT District Two
- Continuing Services for Traffic Operations and Safety, FDOT District Two
- Moncrief Pedestrian Bridge Span Replacement DCP, City of Jacksonville
- CR 216 (Cathedral Oak Parkway) from SR 23 to CR 315, Clay County



MIKE DEMEO, RA, LEED AP, NCARB ARCHITECTURAL SUPPORT

Firm: RS&H
Contact: (904) 256-2500, michael.demeo@rsandh.com

Mike is responsible for leading architectural design efforts, including schematic design, architectural graphics and renderings, construction documentation, project coordination, and construction administration. Mike has 19 years of architectural experience, which includes transit, tolling, warehouse/industrial, multimodal, and aviation projects. He served as the Project Manager or Project Architect on all of the projects listed below, giving him the experience and knowledge to serve Nassau County on this contract.

- I-75 Alligator Alley Educational Amenities, FDOT
- Sunshine Skyway Rest Areas Design-Build, FDOT
- Liberty Street Marina Preliminary Study, City of Jacksonville
- Central Office Building Awning, JAXPORT
- Branchton Area Soccer Complex, City of Tampa



KIM GILLIAM, AIA, ID, LEED AP ARCHITECTURAL SUPPORT

Firm: RS&H
Contact: (904) 256-2500, kimberly.gilliam@rsandh.com

Kim is responsible for building design and specifications for a variety of project types and sizes. With a Master's Degree in Architecture and over 16 years of working experience, she is extremely familiar with code compliance, design intent, and development of design solutions. In addition to being a LEED Accredited Professional with the US Green Building Council, Kim is a member of the American Institute of Architects (AIA) and the National Council of Architectural Registration Boards (NCARB).

- Winston Family YMCA, YMCA of Florida's First Coast, Inc.
- Talleyrand Marine Terminal North Gate Expansion, JAXPORT
- VyStar Fernandina Beach, VyStar Credit Union
- AMPORTS Auto Processing Center, AMPORTS, Inc.
- NASA Asteroid Curation Facility, NASA, Johnson Space Center





KEVIN SHOEMAKER, PE
ROADWAY / TTCP SUPPORT

Firm: STV

Contact: (904) 253-6236, kevin.shoemaker@stvinc.com

Kevin is an engineer with 12 years of experience providing design for transportation projects, particularly roadways and bridges for FDOT and the City of Jacksonville. He has provided cross sections, typical sections, and detour mapping, as well as drawings for erosion and sediment control. Kevin is familiar with design variations and exceptions and is skilled in providing design for roadway improvements and ADA upgrades. He produces plans for roadway design, traffic control, erosion control, utility coordination, and signing and pavement marking.

- Hart Expressway Modifications, COJ
- Design Services for LAP Projects, FDOT District Two
- I-10 Marietta Interchange Design-Build, FDOT District Two
- Amelia Island Trail Segments, FDOT District Two
- NAS Jacksonville Road Repairs, NAVFAC Southeast



KEVIN FIELDER, PE
ROADWAY / TTCP SUPPORT

Firm: STV

Contact: (352) 554-1352, kevin.fielder@stvinc.com

Kevin is a civil engineer with 18 years of experience in transportation engineering, including project management, design, and plans production. He has managed a variety of projects including roadway widening, reconstruction, and resurfacing; traffic signal installation/rebuild; signing and pavement marking; and interchange and intersection reconfigurations across the southeast. In addition to his work as a project manager, Kevin has served as the civil engineer and engineer-of-record for several projects under task work orders for the FDOT.

- SR 10 from Nassau County Line to Delmonte Street, FDOT District Two
- SR 10 from Kernan Boulevard to Mayport Road, FDOT District Two
- SR 390 from Jenks Avenue to SR 77, FDOT District Three
- Nine Mile Road Widening Design-Build, FDOT
- Design-Build Push-Button Contract, FDOT District Seven



WES MARKHAM, PE
ROADWAY / TTCP SUPPORT

Firm: STV

Contact: (904) 265-7716, wes.markham@stvinc.com

Wes is a senior engineer with 18 years of experience providing design for transportation projects. He has served as lead project engineer on design-build projects and managed the development of design documents and construction plans and specifications. Wes is skilled in roadway geometric design, including plans, profiles, and cross sections; drainage design, including hydrologic and hydraulic analysis and modeling; open and closed stormwater conveyance system design; stormwater pond design and routing; and stormwater permitting.

- Hart Expressway Modifications, COJ
- SR 200 Widening Design-Build, FDOT District Two
- Amelia Island Trail Segments, FDOT District Two
- SR 5 (US 17) over-Broward River Bridge Replacement, FDOT District Two
- SR 9A (I-295) Widening, FDOT District Two



BHUSHAN GODBOLE, PE
BRIDGE / STRUCTURAL DESIGN

Firm: STV

Contact: (904) 265-7728, bhushan.godbole@stvinc.com

Bhushan is an engineer with over 30 years of experience in structural design services on infrastructure projects including design-bid-build, design-build, owner's representative, design criteria/RFP projects, and continuing general services contracts. He has served as structural Engineer of Record and has experience in all phases of design services, project pursuits, QA/QC review, and budget forecasting and management on major transportation projects for state and local agencies including the FDOT.

- West Airport Road Pedestrian Bridge Over Canal, Seminole County
- Palm River Boulevard Over Palm River Bridge Replacement, Collier County
- Sunshine Boulevard Sidewalks and Pedestrian Bridge Relocation, Collier County
- Kentucky and New York Avenues Pedestrian Overpass, FDOT District One
- MOSI Pedestrian Overpass, Hillsborough County





PAUL FREE, PE
BRIDGE / STRUCTURAL DESIGN

Firm: STV

Contact: (904) 383-3914, paul.free@stvinc.com

Paul is a senior engineer with more than 32 years of experience directing bridge design. A skilled project manager, he is adept at developing alternatives for new bridges, preparing cost estimates and bridge development reports, reviewing shop drawings, and responding to RFIs from contractors. Paul has led numerous projects for FDOT, many of which required his expertise managing client relations and coordinating multidisciplinary efforts between multiple project offices.

- SR 200 over Mills and Boggy Creek, FDOT District Two
- US 17 St. Marys River Bridge Rehabilitation, FDOT District Two
- SR 115 over Trout River, FDOT District Two
- SR 105 (Heckscher Drive) Bridge Replacements, FDOT District Two
- CR 13 over Sixteen Mile Creek Bridge, FDOT District Two



JAMES SCHONK
RAILROAD INVOLVEMENT

Firm: STV

Contact: (904) 383-3922, james.schonk@stvinc.com

James is a construction manager with more than 40 years of experience as a construction manager, and project supervisor. He has managed and contributed to construction for a variety of projects including rail transportation, large housing developments, office buildings, and telecommunications facilities. Since joining STV, he has supported the firm's on-call engineering rail contracts at a number of sites, specializing in jack-and-bore tunneling near critical railway infrastructure. As a construction manager, his extensive experience gives him a strong knowledge base with which to identify emerging issues and coordinate their resolution.

- NS Miscellaneous CM Services for Public Projects
- NS Wendy Park Bridge CM
- NS David Hoekel Parkway Interchange Bridge CM



AMANDA JONES
RAILROAD INVOLVEMENT

Firm: STV

Contact: (904) 265-7718, amanda.jones@stvinc.com

Amanda, an engineering director of the firm, has more than 15 years of experience in leading major structural engineering efforts, with a focus on railroad bridges and related structures. While serving as a project manager, her responsibilities have included overseeing the work of engineering and design staff, preparing and checking design calculations, and providing QA/QC reviews of design plans for railroad bridges and other structural components. Amanda has provided design and contract administration services during several CSXT GEC contracts.

- CSXT Howard Street Tunnel Clearance Program
- NCDOT Raleigh Union Station (P5500)
- CSXT GEC 2012-2015 Track Design
- CSXT Florence Division Bridge Ratings



VANESSA VITALE, PE
DRAINAGE / STORMWATER DESIGN

Firm: RS&H

Contact: (904) 256-2500, vanessa.vitale@rsandh.com

Vanessa serves as Project Manager and Senior Water Resources Engineer for RS&H's Transportation-Infrastructure Practice. She has 13 years of experience in roadway/ transportation drainage, utility and pedestrian safety design, land development (including residential, commercial, roadway, and recreational facility design), and permitting. Her involvement on numerous high-profile projects includes full-depth re-construction, coordinating with complex existing utilities, and creative design solutions when working with limited right of way.

- Phase 1 Citywide Bulkhead Replacement, City of Jacksonville
- I-95/I-10 Interchange Operational Improvements PD&E Study, FDOT District Two
- Old Plank Road Drainage Improvements, City of Jacksonville
- SR 200 Test Road, FDOT District Two
- South Dixie Box Culvert Replacement, City of St Augustine



SANOJ SHRESTHA, PE
DRAINAGE / STORMWATER DESIGN

Firm: RS&H

Contact: (904) 256-2500, sanoj.shrestha@rsandh.com

Sanoj has nine years of experience and serves as a Water Resources Engineer. He is responsible for technical engineering support for roadway and drainage projects. His duties include roadway and drainage design, traffic operations and safety design, utility design and coordination, environmental/jurisdictional permitting services, and post-design/construction services. His experience as Engineer of Record and Drainage Engineer on the following projects will ensure Nassau County receives the highest quality drainage and stormwater design services.

- Continuing Services for Traffic Operations and Safety, FDOT District Two
- CR 216 (Cathedral Oak Parkway) from SR 23 to CR 315, Clay County
- Old Plank Road Drainage Improvements, City of Jacksonville
- I-295 Express Lanes Design-Build, FDOT District Two
- SR 105 Bridge Replacement Design-Build, FDOT District Two



WILL STEWART, PE, CFM
DRAINAGE / STORMWATER DESIGN

Firm: STV

Contact: (904) 383-3924, will.stewart@stvinc.com

Will has more than 40 years of project management, business development, and project development experience. He is proficient in environmental services, hydrologic and hydraulics modeling, drainage design, stormwater management, roadway design, signing and pavement marking design, site engineering, permitting, and construction engineering inspection. Will served for nine years as a construction inspector and drainage engineer for FDOT where he managed significant projects.

- Main Street over Hogan's Creek Emergency Design-Build, FDOT District Two
- Amelia Island Trail Segments, FDOT District Two
- I-10 at SR 121 Operational Improvements PD&E Study, FDOT District Two
- Crosstown Parkway Design Build, City of Port St. Lucie
- Kernan Boulevard Design-Build, JTA



PAUL HEEG, PE, LEED AP
PD&E STUDIES

Firm: RS&H

Contact: (904) 256-2500, paul.heeg@rsandh.com

Paul is a Senior Transportation Engineer with 30 years of experience and technical expertise in transportation/civil engineering, including extensive experience with PD&E studies for various clients. His diverse background in transportation projects includes planning and preliminary engineering studies, safety analyses, public involvement, final roadway design, and construction in both the public and private sectors. Paul has had major roles in several of the largest and most controversial PD&E studies in Florida.

- I-95/I-10 Interchange Operational Improvements PD&E Study, FDOT District Two
- Edison Avenue over McCoys Creek PD&E Study and Design, FDOT District Two
- SR 30 (US 98) PD&E Study, FDOT District Three
- Northeast Florida Regional Transportation Study Commission Support, JTA
- JTA MobilityWorks Complete Streets, JTA



KELSEY LUCAS, PE
PD&E STUDIES

Firm: RS&H

Contact: (904) 256-2500, kelsey.lucas@rsandh.com

Kelsey serves as a Transportation Development Associate with seven years of experience in RS&H's Transportation-Infrastructure Practice. She has experience in the development of PD&E concepts and assisting in final design plans using the latest versions of MicroStation, GEOPAK, most Microsoft applications, and GIS. She is also responsible for co-authoring and producing various PD&E documents and exhibits, as well as coordinating various public involvement meetings and activities.

- I-95 Express PD&E Study, FDOT District Two
- I-95/I-10 Interchange Operational Improvements PD&E Study, FDOT District Two
- SR 30 (US 98) PD&E Study, FDOT District Three
- Dupont Bridge Replacement PD&E Study, FDOT District Three
- SW 10th Street PD&E Study, FDOT District Four



AHMAD SARSHORY, PE

CEI

Firm: Keville

Contact: (904) 329-7254, asarshory@keville.com

Ahmad boasts 30 years of experience in Construction Engineering Inspection (CEI), Program Management and Project Management of roadway and bridge projects. He has experience with both public agencies and consulting firms, and has overseen infrastructure projects including roadways, bridges, and underpasses. Ahmad has asset management, and a strong background in projects with challenging geotechnical scope. He is certified in Asphalt Level 1, Earthwork Level 2, Final Estimates 1 & 2, and TTC Advanced by CTQP.

- SR 200 Mill and Resurface from Stratton to I-95, FDOT District Two
- SR 113 Mill and Resurface from Southside Blvd. to I-295 NB, FDOT District Two
- SR 207 Mill and Resurface from SR 206 to end of C&G, FDOT
- SR 15 (US 1) from SR 104 to Nassau County Line, FDOT District Two
- SR 111 Resurfacing from SR 15 to Moncrief Creek, FDOT District Two



BILL WORTNER, PE

CEI

Firm: Keville

Contact: (904) 329-7254, wwortner@keville.com

Bill represents Keville as a registered Professional Engineer with nine years of engineering experience, and seven of those years in transportation construction as a Project Administrator. He began his career in 2012 as an FDOT PE Trainee. In 2014 he began work as a Project Manager for FDOT PLEMO, and in 2015 became a Project Administrator for FDOT Jacksonville Construction. In 2019, Bill joined Keville as a Project Administrator to work on FDOT CEI projects. He has a variety of advanced certifications with CTQP FDOT, FDEP, OSHA, and IMSA.

- SR 200 Mill and Resurface from Stratton to I-95, FDOT District Two
- SR 113 Mill and Resurface from Southside Blvd. to I-295 NB, FDOT District Two
- SR 13 San Jose Boulevard Traffic Signal Updates, FDOT
- I-95 Over US-1 & SR-15 (MLK Boulevard) Bridge, FDOT District Two
- SR 111 Resurfacing from SR 15 to Moncrief Creek, FDOT District Two



RICH VANSICKLE, PE

CEI

Firm: STV

Contact: (904) 253-6241, robert.vansickle@stvinc.com

Rich has more than 35 years of experience in project management, roadway and drainage design, permitting, and traffic control plan preparation. He is skilled in construction inspection and constructability review. Rich has a broad background in highway reconstruction efforts that involve bridge deck improvements and concrete placement, particularly for the FDOT District Two. He has also provided claims analysis, presentations to dispute review boards, and value engineering services.

- Imeson Park Boulevard Extension, COJ
- Hart Expressway Modifications, COJ
- Amelia Island Trail Segments, FDOT District Two
- I-10 Marietta Interchange Design-Build, FDOT District Two
- NAS Jacksonville Road Repairs, NAVFAC Southeast



MICHAEL SAVAGE, PWS, PMP

ENVIRONMENTAL

Firm: Pond

Contact: (904) 543-0400, SavageM@pondco.com

Michael is an Environmental Services Project Manager who leads the efforts of engineers, planners and scientists to effectively provide renewable energy, power, land development and agriculture sector clients with innovative solutions to challenging environmental issues. He has managed projects for thousands of Megawatts of clean, renewable solar energy, as well as transmission line corridors, commercial, industrial and residential developments, enforcement/ litigation, and wetland and surface water restoration.

- CR 108 Safety Improvements & Resurfacing, Nassau County
- New Public Works Facility, City of Palm Coast
- Emerald Trail Master Plan Improvements, City of Jacksonville
- SR A1A at Mickler Intersection Improvements, St. Johns County
- Mickler Road at CR210 Roundabout Conversion, St. Johns County





KYLE MACDONALD
ENVIRONMENTAL

Firm: Pond

Contact: (603) 657-0118, Kyle.Macdonald@pondco.com

Kyle brings an expertise in environmental field work including listed species surveys, tree surveys, wetland delineations, ecological due diligence assessments, benthic surveys, and Phase 1 Environmental Site Assessments. He has performed work throughout the geographical regions of Florida, New Hampshire, and Massachusetts. Mr. MacDonald has a demonstrated understanding for permitting of projects under city, county, state, and federal environmental regulations, as well as the development of Stormwater Pollution Prevention Plans.

- SR 1A at Mickler Intersection Improvements, St. Johns County
- New Public Works Facility, City of Palm Coast
- Kennedy Creosote Site, Jacksonville Electric Authority
- FGT to Big Bend Connector, TECO Peoples Gas
- State Route 13, FDOT



CANTRECE JONES
PUBLIC INVOLVEMENT

Firm: ADG

Contact: (904) 619-8605, cjones@adgmark.com

Cantrece's experience with Community Outreach and Public Relations, Project Management, Urban Planning, Marketing, and Branding has developed over 23 years in the professional services industry. While participating in several design charrettes and workshops, Cantrece has gained extensive experience working on public and private projects, including downtown, citywide, and corridor masterplans, roadway projects, transit advertising campaigns, and MPO long-range transportation plans.

- Resilience Planning, City of Jacksonville
- Transportation Planning, City of Jacksonville
- Mayport Strategic Vision Plan, City of Jacksonville
- Integrated Resource Plan, JEA
- MobilityWorks Complete Streets, JTA



GAROLD SMITH
PUBLIC INVOLVEMENT

Firm: ADG

Contact: (904) 619-8605, gsmith@adgmark.com

Garold is an accomplished public engagement and communications professional with over 25 years spent crafting communications plans and engagement strategies for over 60 transportation and capital improvements projects in Florida, Virginia, North Carolina, and Colorado. Forward-thinking manager and SME with extensive government agency and private sector experience including writing and editing, communications strategy, media relations, social media, public meeting facilitation, and government affairs.

- Resilience Planning, City of Jacksonville
- Transportation Planning, City of Jacksonville
- TOD Greenline & TOD Commuter Rail, JTA
- General Program Management Consultant JTA
- Local Option Gas Tax Program Management JTA



RAJESH CHINDALUR, PE, PTOE
TRANSPORTATION MODELING

Firm: CTSi

Contact: (904) 619-3368, Chindalur@ctrtrafficolutions.com

Rajesh has over 17 years of experience in the field of traffic engineering, transportation planning, and infrastructure in a career that has embraced studies on traffic impact forecasting and demand modeling, traffic and parking operations. Rajesh has worked with major clients on projects in the public and private sectors. He demonstrates significant skill in the identification and resolution of technical and management difficulties, offering sophisticated technical knowledge in operating to the highest engineering standards.

- City of Fernandina Beach Mobility Plan, Nassau County
- Countywide Transportation and Mobility Plan Update, Nassau County
- Sadler Road Diet Operational Feasibility Analysis, Nassau County
- US 17 at William Burgess Boulevard ICE, Nassau County
- SR 115/Lem Turner Road Widening, FDOT District Two





HOLLY WALKER, PE, RSP1, CPM
TRANSPORTATION MODELING

Firm: CTSI
Contact: (904) 619-3368, HWalker@ctraticsolutions.com

Holly has 24 years of experience in the areas of Transportation Planning, Traffic Engineering, Safety Studies, and Traffic Operations and Analysis. Her experience includes over 16 years with the FDOT Districts Two, Three, and Central Office, which included serving as the project engineer, contract manager, developer, reviewer or trainer for traffic engineering and safety studies, interchange access requests, corridor studies, research studies and design exceptions and variations. Holly has unmatched experience in developing policies, procedures, and processes.

- Levy and St. Johns Counties Lane Departure, FDOT District Two
- Safe Routes to School (SRTS), FDOT District Two
- Road Safety Audit / Safety Studies / Operational Studies, FDOT District Two
- Highway Safety Improvement Program, FDOT Districts Two and Three
- Traffic Safety Program Annual Report, FDOT District Two



BRETT HARBISON, PE
GEOTECHNICAL

Firm: MAE
Contact: (904) 545-5149, BHarbison@meskelengineering.com

Brett has 16 years of field, laboratory, and geotechnical analysis experience on public and private projects. As Geotechnical Services Director, he manages all personnel and geotechnical processes for every project, including planning and proposal preparation, supervision of field and laboratory testing, and preparation and oversight of engineering analysis and reporting. Brett has provided dynamic load testing using the Smartpile EDC System on pre-stressed, pre-cast concrete driven piles on bridge foundation construction projects throughout Florida.

- Districtwide Geotechnical Engineering CSC, FDOT District Two
- Westside Park Phase 1, Nassau County
- William Burgess Blvd to Police Road 16-in RWM, Nassau County
- US 1 & CR 210 Mast Arm Foundation Structures, St. Johns County
- Mayport Docks Redevelopment, City of Jacksonville



RODNEY MANK, PE
GEOTECHNICAL

Firm: MAE
Contact: (904) 519-6990, rodney@meskelengineering.com

Rodney has over 35 years of technical and managerial experience, including managing all levels of geotechnical engineering and material testing projects from field and laboratory personnel and resources, to serving as a technical resource to clients. Rodney's experience includes roadway and roadway widenings, new bridge and bridge replacements, pavement design, drainage and stormwater management structures and ponds, intersection improvements, and multiuse/purpose trail and recreational facilities construction.

- Westside Park, Nassau County
- Crawford Road, Nassau County
- Chester Road Widening, Nassau County
- Henry Smith Road Improvements, Nassau County
- County Road 115 Widening & Resurfacing, Nassau County

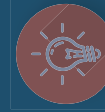
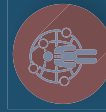
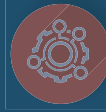


SCOTT GRAHAM, PSM
SURVEY / MAPPING / SUE

Firm: ETM Surveying
Contact: (904) 642-8550, Grahams@etmsurvey.com

Scott is a licensed surveyor with more than three decades of experience. He has managed FDOT transportation survey projects since 1996 and was the Chief Surveyor and Senior Surveyor on many high profile FDOT projects including 17th Street Causeway Bridge in Fort Lauderdale, the Ernest Lyons Causeway Bridge in Martin County, the Jensen Beach Causeway Bridge in St. Lucie County, the PGA Boulevard Flyover At. A1A in Palm Beach County and the I-95 Overland Bridge Project in Jacksonville.

- SR 51 at SR 8 (I-10), FDOT District Two
- SR 115, FDOT District Two
- SR 200, FDOT District Two
- Old Middleburg Road, City of Jacksonville
- SR 100, FDOT District Two





CLIFF COLYER, PSM
SURVEY / MAPPING / SUE

Firm: ETM Surveying
Contact: (904) 642-8550, Colyerc@etmsurvey.com

Mr. Colyer is a Professional Land Surveyor with 22 years of field and office experience on a wide variety of public and private sector projects including FDOT right-of-way corridors and large commercial and residential land developments. He is intimately familiar with FDOT database management and procedures, private sector mapping management and procedures, elevation certificates, property title report reviews, CAiCE, MicroStation SS10/Power GEOPAK, and MicroStation FDOT ORD.

- SR 105 (Heckscher Drive) at SR 9A (I-295), FDOT District Two
- SR 200 (A1A), FDOT District Two
- SR 9A (I-295), FDOT District Two
- SR 8 (I-10), FDOT District Two
- SR 14, FDOT District Two



ERIC NELSON
GRANT WRITING

Firm: STV
Contact: (757) 303-8936, eric.nelson@stvinc.com

Eric is a planner with more than 25 years of experience providing transit and urban planning for high-profile transit projects along the East Coast, including a wide range of fixed guideway alternatives analyses, environmental studies, and agency process improvement consulting. Eric has extensive experience preparing project materials for grants, including from the FTA and United States Department of Transportation (USDOT), and has successfully obtained federal funding for several large transportation projects.

- Miscellaneous Grant Preparation, VDOT
- HRT Transit Extension Study, Virginia Beach
- SEPTA King of Prussia Extension
- WMATA BOS Study



DAN COREY, PE
ITS INVOLVEMENT

Firm: STV
Contact: (267) 535-5715, dan.corey@stvinc.com

A nationally recognized subject matter expert on intelligent transportation systems (ITS) design, Dan is a professional engineer and project leader with more than 25 years of experience pioneering technology solutions. He has unique expertise in overseeing new technology implementation life cycles — from grant writing and strategic planning through operations and maintenance — including system engineering, concept of operations (ConOps) documents, traffic management centers (TMCs), tolling operations, design and deployment of field devices, connected and automated vehicle planning and design, overall systems testing, and management planning for incidents and emergencies.

- Houston METRO AV Shuttle of the Future Deployment
- PANYNJ PABT Reconstruction Technology Master Plan
- Communication Infrastructure Evaluation, MaineDOT



Subconsultants

We are excited to have STV and RS&H as our two key subconsultants and teaming partners on this contract. These companies bring a wealth of knowledge and experience in their respective areas of expertise, and we are confident that their skills will greatly benefit this contract.

STV is a leader in the transportation field and has a proven track record of delivering high-quality results on large-scale projects. With their team of highly skilled engineers who are well-versed in the latest technologies and industry best practices, STV will provide Structures Design and Roadway Support, as well as TTCP Design, Grant Writing, and ITS Design. RS&H is also a full-service engineering company but, on this contract, will primarily lend expertise and knowledge in the field of architecture. They have a team of highly skilled architects and engineers who are well-versed in the latest technologies and industry best practices in architectural design and construction. With several LEED certified professionals, RS&H will focus on sustainable architecture to design and engineer energy-efficient and environmentally-friendly buildings. Additionally, they have a comprehensive understanding of the latest building codes and regulations, ensuring that our projects comply with these regulations.

STV Incorporated (STV)

Structural / Bridge Design, Constructability Review, Roadway / TTCP Support, Railroad Involvement, Grant Writing, ITS Involvement



RS&H

Architecture, Drainage / Stormwater Design, Recreational Facilities Design, PD&E Studies



Established in 1912, STV is a leading multidisciplinary engineering, architectural, planning, environmental, and construction management firm. They have earned a national reputation as a leader in the transportation and infrastructure industries by providing high-quality service; an integrated, multidisciplinary approach; exceptional project experience; and veteran PMs and principals. STV will support this contract with a resource pool of 40 engineers from their Jacksonville office, and can draw from 300+ personnel and support from their larger national presence.

Since 1941, RS&H has set the standard for evolving to meet the ever-changing needs of clients. They build teams uniquely suited for solving complex challenges, and offer a full range of planning, design, environmental, program management, and construction management services for all modes of transportation. From long-range corridor plans and tolling programs to local roads and transit hubs, they identify the best solutions for improving mobility, fostering economic growth, and enhancing communities.



Design Services for LAP Projects, FDOT District Two

In less than two years, STV was issued 11 TWCs under this contract for the production various types of projects, including safe routes to school sidewalks, multi-use trails, traffic safety improvements, and intersection enhancements. PY served as a subconsultant on this contract.



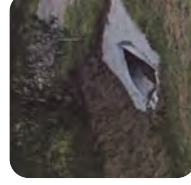
Avenues Walk Park-n-Ride Station, JTA

RS&H provided architectural, electrical, mechanical, and structural design services for a 1,400-sqft customer service building to serve transit passengers. The building features a seated waiting area, customer service counter, security office, restrooms, employee break room, and vending area.



SR 200 over Lofton Creek, FDOT District Two

STV provided structural design services for the replacement of existing dual bridges in Nassau County. This was part of an FDOT road widening project that increased 5.5 miles of roadway from four to six lanes and add raised medians, bicycle lanes, curbs, and curb and gutter.



Old Plank Road Drainage Improvements, COJ

This project involved one mile of flood-prone roadway, with challenges such as private property, environmental concerns, and a nearby Navy airfield. The design included roadway grading for storm events, regrading ditches, replacing side drains, canal improvements, and a dry attenuation pond.



Cecil Commerce Center Mega-Site Entrance Road, COJ

STV provided roadway and drainage design for the 1.2-mile road that makes this prime 600-acre tract accessible by vehicle for a potential large-scale manufacturing operation. STV's innovative redesign, construction TTCP, and extensive local agency coordination resulted in \$200,000 cost savings.



I-95/I-10 Interchange PD&E Study, FDOT District Two

RS&H developed design alternatives and traffic simulations to evaluate the future operations of the interchange, analyzing all social, environmental, and economic effects. Improvements included aesthetic sound barriers, bridge treatments, a shared-use path, and LED lighting.



Subconsultants (Cont.)

Our remaining subconsultants were added because they are leaders in their field, have extensive experience in Nassau County, and long and trusted working relationships with PY that go back to our company's founding in 2008.

Keville Enterprises, Inc. (Keville)

CEI Services



Keville is solely a CEI and Construction Management firm, with all areas of business dedicated to construction projects, program management, and their sub-components. Keville employs 150 CEI and Construction Management professionals, with 35 CEI and Construction Management staff working from their local Jacksonville office. After 30 years in business, Keville continues to build a strong portfolio of clients and projects.

- Continuing Project Management, Inspection and Project Controls Contract, JEA
- LAP / CEI Hybrid Contract, FDOT District Two
- SR 200 Mill and Resurface from Stratton Road to I-95, Nassau County

Pond & Company (Pond)

Environmental Engineering



Established in 1965, Pond is a full-service environmental, engineering, architecture, planning, and construction management firm. They have extensive experience with permitting, environmental restoration, roadway, pipeline, utility, aviation facility, and site development projects. From large federally-regulated projects to local support, Pond's environmental services staff deliver what it takes to stay compliant and get projects built on time.

- CR 108 Safety Improvements & Resurfacing, Nassau County (PY served as sub)
- New Public Works Facility, City of West Palm Beach
- Vilano Beach Park Redevelopment, St. Johns County

Acuity Design Group, Inc. (ADG)

Public Involvement



ADG has provided public involvement plans, community outreach, stakeholder engagement, and agency coordination efforts for COJ, Downtown Investment Authority, JEA, JTA, North Florida TPO, and State and Federal municipalities. ADG also provided services on projects that involved highly controversial community concerns. With this past performance and knowledge, they are confident they will bring a unique perspective to this opportunity.

- MobilityWorks Complete Streets, JTA
- General Program Management and Planning Consultant, JTA
- Transportation Planning Contract, COJ

Tab 3 Team Organization, Experience, and Qualifications
NC23-009-RFQ, Nassau County, Continuing Contract for A & E Services

Chindalur Traffic Solutions, Inc. (CTSi)

Transportation Modeling, Traffic Engineering Support



CTSi provides traffic/transportation engineering, planning and modeling services to both public and private sector clients. The firm was founded in 2014 with an objective to provide quality and cost-effective traffic/transportation solutions. By using a combined analysis and simulation approach, CTSi evaluates traffic related conditions and deficiencies in the transportation network to provide safety-oriented solutions.

- Countywide Transportation and Mobility Plan Update, Nassau County (Sub to PY)
- City of Fernandina Beach Mobility Plan, Nassau County
- Sadler Road Diet Operational Feasibility Analysis, Nassau County

Meskel & Associates Engineering (MAE)

Geotechnical Engineering



MAE is a woman-owned certified DBE and JSEB providing high quality geotechnical engineering, drilling and laboratory testing services. MAE can provide the engineering expertise needed to assess construction and long-term performance risks associated with subsurface conditions, and can develop innovative, practical, and cost-effective foundation recommendations for any project design team.

- Westside Regional Park, Nassau County
- Crawford Road (from CR 121 to Woods Lane), Nassau County
- Henry Smith Road Improvements, Nassau County (Sub to PY)

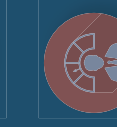
ETM Surveying and Mapping, Inc. (ETM Survey)

Surveying, Mapping, SUE



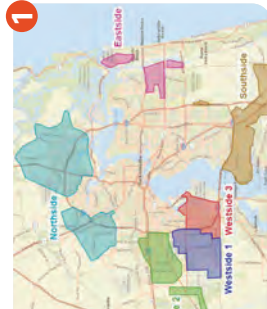
An innovative land surveying firm, ETM Survey's corporate foundation was laid almost a century ago under the name Robert M. Angas Associates, Inc. Today, through acquisition and merger, ETM Survey is an affiliate of England-Thims & Miller, Inc. (ETM), which broadened the capabilities of both firms and resulted in a knowledge base of extensive historical resources, progressive technology, and a wealth of technical expertise.

- Henry Smith Road, Design Survey, Nassau County (Sub to PY)
- Simmons Road, Design Survey, Nassau County (Sub to PY)
- Clements Road Drainage Study, Nassau County (Sub to PY)



Innovative Technology-Based Capabilities

PY has several innovative technology-based capabilities that can be successfully implemented into County projects as appropriate. These ideas and concepts have been used on similar type projects that we have completed for Nassau County, other local agencies, and FDOT. We will continue to explore innovative ideas and approaches during the design process to ensure that the County receives the highest value and quality for this contract.



Microstation 3D Modeling Software • MicroStation and/or Open Roads Designer will be utilized for all Survey and CADD Design files to produce Plans for projects under this contract. FDOT CADD standards and practices will be followed where appropriate, while still conforming to Nassau County requirements to provide uniformity and consistency across all files and projects. This will result in a consistent and predictable level of quality during plans production and provide the County with quality constructable plans for each project. 3D Modeling within MicroStation and/or Open Roads Designer will be utilized where appropriate, if needed. Not all projects will benefit from 3D Modeling; therefore, each project will be reviewed to determine if 3D Modeling is appropriate, and will assist with providing quality constructable plans.

GIS/GPS Capabilities Case Studies • Citywide ADA Project, City of Jacksonville. PY completed field assessments of over 1,000 pedestrian curb ramps across the City of Jacksonville to confirm compliance with current ADA requirements. PY worked closely with the project's GIS team to develop an ArcGIS database and collect field data via a mobile application. This allowed our engineers in the field to accurately record field measurements, take photos, and determine proposed solutions in real time. PY provided important feedback regarding the database interface, common curb ramp deficiencies, and suggested repairs for a multitude of curb ramp types and associated sidewalk and crosswalk features. **Image 1** shows the application interface where engineers could easily navigate different locations across Jacksonville to log information.

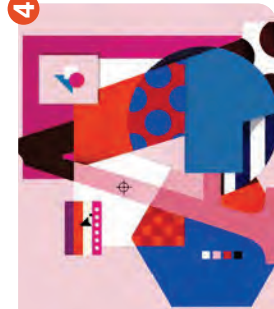
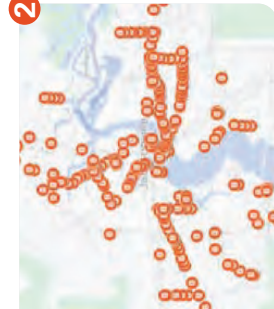
No Passing Zone Studies. PY has completed several no passing zone studies utilizing the latest publicly available roadway plans, images, and field observations. PY is familiar with all seven warrants found in Chapter 11 of the FDOT Manual of Uniform Traffic Studies and all five methods of providing or establishing no-passing zones, including the two-vehicle method using GPS coordinates to report the boundaries of passing and no-passing zones.

Geospatial Maps. PY developed geospatial project maps for tracking and visualization. One example, shown in **Image 2**, displays PY's signal design project experience across the City of Jacksonville. Similarly, this tool can be used to display County projects or areas of interest for public/stakeholder meetings, reports, etc.

Safety Enhancing Technology • PY owns and utilizes three light meters. These are used when there is a question regarding whether the existing lighting system is functioning appropriately or when there is an elevated nighttime crash determined by a routine safety evaluation. If a lighting deficiency is discovered, PY is fully capable of providing a lighting justification report to determine if there may be a way to correct the deficiency using Federal or State safety funding.

Miovision Scout Cameras • PY owns and utilizes four Miovision Scout cameras (**Image 3**) which can record up to 168 hours of data. We have completed over 100 data collection efforts using Miovision Scout cameras and are familiar with finding an appropriate installation location for optimum viewing. Depending upon the type of information needed, PY will either send the video to Miovision for processing or assign PY staff to review the video in-house. With this data, PY can help the County better understand existing conditions of a given roadway, allowing the team to make a more informed decision for design concepts.

Publishing Programs • The full Adobe Creative Suite (**Image 4**), including InDesign, Illustrator, and Premiere Pro, will be utilized by PY to prepare a variety of materials and deliverables for the County. From reports to presentations, the County's materials will reflect the same professionalism and organization your stakeholders and community is used to seeing with completed projects. Our marketing team will be available to the County as needed to assist with the development and design of your materials in Adobe.



Tab 3 Team Organization, Experience, and Qualifications
NC23-009-RFQ, Nassau County, Continuing Contract for A & E Services



Knowledge and Compliance with State and Local Laws

As an engineering firm, it is important that we are fully compliant with all state and local laws and regulations. In our proposal, we want to assure our clients that we have the knowledge and expertise to ensure compliance on all projects we undertake.

We have a team of highly skilled engineers and professionals who are well-versed in the latest state and local requirements. Our team members regularly attend training and education courses to stay current on changes and updates to these requirements.

We also have a thorough internal QA/QC process (discussed in detail in Tab 4 of this proposal) in place to ensure that all of our designs and plans comply with state and local laws, requirements and regulations. This includes regular reviews and audits by our team to ensure that all of our projects are in compliance with the latest regulations.





TAB 4: PROJECT UNDERSTANDING, APPROACH, & SCHEDULE

4 Project Understanding, Approach, and Schedule

Nassau County will receive innovative, safe, and error-free deliverables as a result of PY's team-oriented approach, which leverages the knowledge and experience of our key subconsultants—STV and RS&H—to share ideas, troubleshoot technical issues, and ultimately elevate every task work order.

Quality and Cost-Effective Services

From our experience with continuing contracts, we have identified four key elements that ensure the on time, on budget, and quality execution of project deliverables, described in more detail throughout this section:



Communicating with the County and Stakeholders • To complete a successful project, we must develop clear lines of communication between all team members, including the County's Project Manager, staff, and our subconsultants. Our team will begin by conducting an initial analysis to fully define and understand the project objectives. This analysis will include coordination with stakeholders and the County to gain a better understanding project objectives, ensuring design preferences unique to the County are incorporated. Our team will study each individual project as it relates to the design criteria of the FDOT Design Manual and the Manual of Minimum Standards for Design, Construction and Maintenance of Streets and Highways, "Florida Greenbook", and Nassau County Road and Drainage Standards Ordinance.



Project Management Plan (PMP) • The PMP will serve to communicate essential elements related to the project team and the project development, such as assigning team roles and responsibilities, and discussing our plan regarding the project quality assurance/quality control procedures, project tasks, schedule and budget. The PMP will be updated as necessary and communicated to the project team throughout the design process. Lastly, we will adhere to the PMP during the Final Design Phase to meet the needs of the project objectives. Design "brainstorming" sessions will be held throughout the design of the project to ensure that the most appropriate and cost effective design solutions are developed to address the safety of the traveling public.



Engineer's Cost Estimate • This estimate will be updated at project milestones, at project submittals and during any potential scope changes for the project. Our team will work closely with County Staff to track recent construction costs and to address any unit prices that may require adjustments. The consultant project manager and staff will be prepared to meet and discuss cost related issues with the County or the County Commissioners. As an example, from the Miner Road Project, our team coordinated a meeting with County Staff and County Commissioner to discuss cost issues related to the proposed ADA improvements. Through this meeting, our team effectively communicated the cost implications to the project stakeholders.



Quality Assurance/Quality Control Plan (QA/QC Plan) • PY's QA/QC Plan is a comprehensive approach that outlines responsibilities, roles and tasks for each staff member for all projects. The PY Team will remain committed to the circulation of ideas and technical issues to advance a mutual level of understanding of the project for all team members. This teamwork approach will ensure that Nassau County will receive the greatest value and the safest product for its traveling public.

Understanding and Approach to Accomplish the Scope of Services

PY's goal is to exceed Nassau County's expectations by prioritizing your project objectives, delivering task work order on time, maintaining realistic budgets and schedules, and focusing on innovation. To accomplish these goals and deliver successful projects, we have developed a team-oriented approach inclusive to our project team, the Nassau County Project Manager, and all project stakeholders. Our approach involves three concise phases—Scope of Services, Design, and Post-Design—outlined in the graphic on the following page, through which we will demonstrate our understanding of the project objectives and ensure the success of any requested task work order.

Tab 4 Project Understanding, Approach, and Schedule
NC23-009-RFQ, Nassau County, Continuing Contract for A & E Services

TASK WORK ORDER PLAN



PY will meet with County Officials and Stakeholders to determine critical success factors for the project, including the project requirements and priorities, potential obstacles and resolutions, and the initial cost estimate. Additionally, we will investigate factors that may contribute to the design criteria, such as utility conflicts, permitting regulations, ROW impacts, etc., to minimize unforeseen challenges. This stepwise process will lead to a well-defined scope for all work authorizations and will ultimately set the expectations for the County PM and the PY team.

PHASE ONE

SCOPE



PY will deliver the construction plans and specifications package, along with the necessary permits and construction documents, to meet all requirements outlined in Phase One for the appropriate design standards.

PHASE TWO

DESIGN



Phase Three will vary based on the nature of the project. Our PM, Dow Peters, PE, will coordinate with the team to determine the required post-design services, including individuals who will be responsible for the responses, plans, and as-built updates for each discipline. During construction, the PY team will support the construction effort and work with the CEI to maintain an open line of communication, addressing potential issues and avoiding construction delays.

PHASE THREE

POST-DESIGN

PHASE ONE

SCOPE

Phase One: Scope • PY's PM and single point of contact, Dow Peters, PE, will begin to develop a clear and complete understanding of the project objectives for any work authorization request from the County. Through this process, Dow will determine the services needed, assess the available resources on our team, and assign the appropriate team manager and personnel to get the job done. Together, this staff, along with Nassau County Officials and Stakeholders, will finalize the Phase One efforts, ensuring that everyone has a clear understanding of the tasks, budget, anticipated project timeline, and important project priorities before moving to Phase Two. These steps will be fundamental for both the Nassau County's PM and Dow, defining the success of any approved work authorization and setting expectations before the design phase begins.

PY understands that any task work order assigned by Nassau County could involve the professional services listed on the following page. Our team is fully staffed with subject matter experts and support staff in each required discipline, as well as some additional services that can be performed upon request by the County.

Tab 4 Project Understanding, Approach, and Schedule
NC23-009-RFD, Nassau County, Continuing Contract for A & E Services

- Architecture
- Roadway design
- Bridge and structural design
- Pavement design
- Drainage / stormwater design
- Maintenance of traffic
- Signing and pavement markings
- Lighting design
- Signal design
- Guardrail design
- Multiuse / purpose trail and recreational facilities design
- PD&E and PE Studies
- General engineering consulting
- Environmental services
- Traffic safety studies and design
- Transportation planning studies and modeling
- Right-of-way and traffic engineering
- Construction engineering
- Construction supervision and administration
- Preparation of plans and specifications
- Construction management
- Acquisition, improvement or operation of County lands, buildings, facilities, utilities, and roads
- Public engagement and involvement
- Bid package preparation
- Post design services
- Utility Design
- Surveying
- Right of Way Mapping
- Subsurface Utility Excavation
- Geotechnical Services
- Materials Testing

PHASE TWO

DESIGN

Phase Two: Design • The approach for executing the project objectives during the design phase includes the following tasks:

- Finalize a project design schedule that includes all required subtasks.
- Assign senior engineering staff for quality control measures and accountability.
- Assign tasks to the appropriate team members.
- Manage the schedule to ensure completion of tasks and the project objectives.
- Contact all utility/agency owners to begin any needed coordination and/or relocation efforts.
- Address all project permitting needs.
- Coordinate with Nassau County, Local Stakeholders, and Maintaining Agencies after 50% plan comments to confirm all responses have been communicated and accepted.
- Develop the specification package and construction documents with Nassau County PM and Contract Manager for bid package.
- PY team to review and analyze construction bids.

PHASE THREE

POST-DESIGN

Phase Three: Post-Design • The tasks during post-design will include the following:

- EOR Attendance for all Pre-Construction Meetings.
- Construction assistance to address any issues or interpretations of the construction documents.
- EOR response within 24 hours to state an action plan to address comments from Contractor.
- EOR(s) to provide plan revisions, shop drawing review, and as-built review.
- Field reviews for project substantial completion.

Project Management Plan

A critical piece of PY's approach to executing the scope of services for each particular task work order is the Project Management Plan (PMP). Oriented to the project size and scope, the PMP must be unique and flexible—a fluid document that serves as a tool to ensure the project goals and tasks are on track as the project progresses. The PMP will define the work product, establish a schedule for the project, allocate tasks, detail the budget, track allocated and available resources, and outline the QA/QC Plan. The PMP will also describe the responsibilities of all management personnel and support staff as they relate to the scheduled tasks, further setting expectations that will ensure the project team's success.

PY will develop the PMP during Phases One and Two of the Task Work Order Plan, and utilize this document through the end of the post-design phase. The PM assigned to the project will be responsible for monthly reporting of the PMP to track the development of the project through the design phase. This is yet another safeguard to ensure the project objectives are fulfilled.

The specific components of the PMP are outlined by section in the graphic below.



Cost Estimates and Cost Containment Approaches

Our firm takes a comprehensive approach to developing engineering cost estimates for each project. We begin by gathering all relevant information and data, including plans, specifications, and any other relevant documents. Our team then performs a thorough analysis of the project, taking into account all potential costs and contingencies. This includes materials, labor, equipment, permitting, and any other expenses that may be incurred during the project.

First, we gather and review current Nassau County bid tabs for similar projects, taking into account the location, scope, and complexity of the project. We use this information as a starting point for our estimates, and adjust as necessary based on any unique or specific requirements of the project. We also use historical cost data for similar projects, which allows us to take into account any cost trends or fluctuations that may affect the project. This historical data also helps us to identify any potential cost savings or efficiencies that can be achieved on the project.

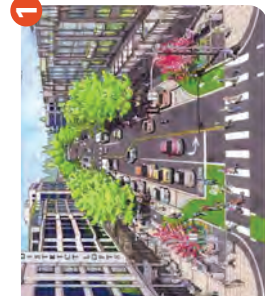
Tab 4 Project Understanding, Approach, and Schedule
NC23-009-RFD, Nassau County, Continuing Contract for A & E Services



Finally, we rely on the expertise and sound engineering judgment of our team members to ensure that our estimates are accurate and realistic. Our team members have extensive experience in engineering and construction, and they are able to identify any potential risks or challenges that may affect the project cost. By using a combination of current Nassau County bid tabs, historical cost data, and engineering judgment, we are able to provide our clients with accurate and reliable engineering cost estimates that they can rely on.

Innovative Concepts

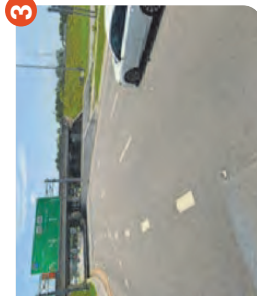
PY has utilized and championed several innovative concepts in recent years to enhance safety, improve mobility, and reduce environmental impacts. Some of these concepts include:



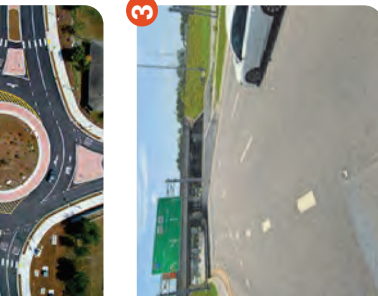
Complete Streets • This concept prioritizes the safety and comfort of all roadway users, including pedestrians, bicyclists, and motorists. It can include adding bike lanes, sidewalks, and other infrastructure enhance the safety of non-motorized commuters. PY has extensive experience in complete streets design, including our ongoing Penman Road project for the City of Jacksonville, which will incorporate numerous complete street concepts such as sidewalks, multi-use paths, roundabouts, high visibility crosswalks, RRFB's, traffic calming measures, street lighting, landscaping, street furniture, and transit features (**Image 1**).



Context-Sensitive Design (CSD) • PY understands that every roadway is unique and should reflect the context of the area it serves. That's why we have implemented this concept on several recent projects, designing roadways to reflect the local context, culture, and community. By including the community in the design process, this concept ensures that every roadway meets the needs of the people who will use it.



Roundabouts • Roundabouts are circular intersections that use yield signs or stop signs rather than traffic signals (**Image 2**). This design reduces the number of conflict points and can improve safety by slowing down traffic and reducing the number of severe crashes. PY has been involved in several roundabout projects for the FDOT and City of Jacksonville.



Diverging diamond interchanges (DDI) • A DDI is a type of interchange in which vehicles temporarily drive on the opposite side of the road to improve safety and reduce congestion. The design eliminates left turns across oncoming traffic and can improve the efficiency of traffic flow. PY has been part of five DDI design projects in Florida, including the recently constructed DDI at A1A and I-95 in Nassau County, which was also the first DDI constructed in Northeast Florida (**Image 3**). PY was responsible for the signing and pavement marking design on this project.

Continuous flow intersections (CFI) or Displaced Left Turn (DLT) • A CFI or DLT is a type of intersection that uses dedicated left-turn lanes and U-turns to improve the efficiency of traffic flow. This design reduces congestion and increases capacity by eliminating the need for left-turning vehicles to wait for a gap in oncoming traffic. PY is currently working on the signalization component for a DLT for an FDOT project on Southside Boulevard in Jacksonville.

Pedestrian Hybrid Beacons (PHB) • PHBs, or a HAWK signal, is a signal that is only activated when a pedestrian pushes a button to cross the street (**Image 4**). This signal provides a gap in traffic specifically for pedestrians to safely cross the street. PY has designed several PHBs for FDOT District Two.

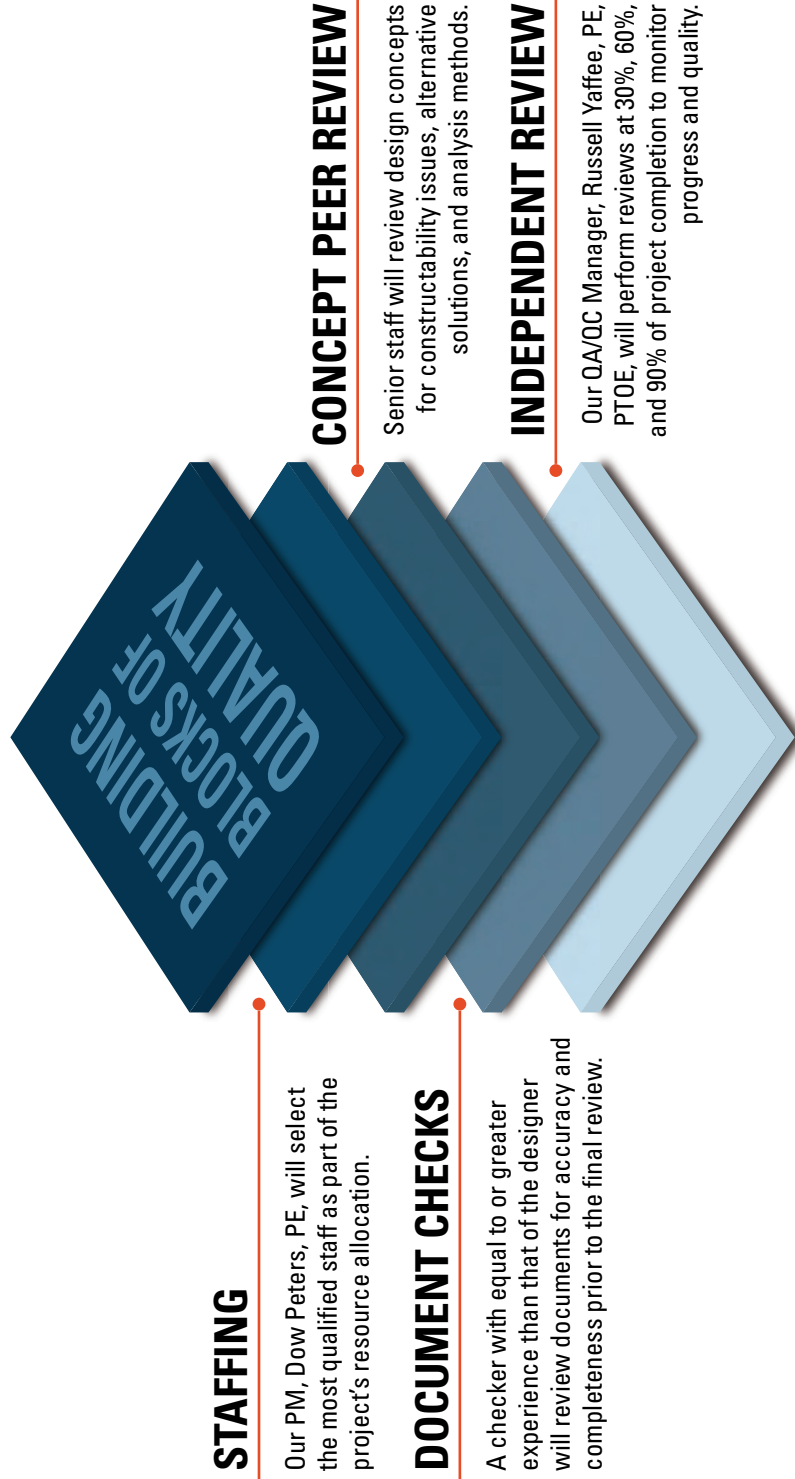
Adaptive Traffic Control Systems (ATCS) • Adaptive Traffic Control Systems (ATCS) are traffic signals that adjust their timing based on real-time traffic data. This technology can improve traffic flow and reduce congestion by providing green lights to vehicles when they are most needed. PY designed the first ATCS in Nassau County as part of the A1A Widening Project.

Quality Control Plan

Quality control is a crucial component of the PMP and of the successful delivery of every project. PY's approach to quality management is a reflection of our business principles. Our track record of zero errors and omissions for thirteen years in business is a testament to how highly we value quality deliverables. We outlined four fundamental concepts of quality management that drive our employee training process, our business ethics, and each project we undertake:

- 1. Quality Is Defined as Conformance to Requirements** • Requirements must be identified and mutually agreed to by the client, the PM, and senior project staff before work on the project begins.
- 2. The System for Achieving Quality Is Prevention** • This occurs by proactively working to avoid problems, identifying the causes when they occur, and taking the steps necessary to eliminate the conditions that cause them.
- 3. The Performance Standard Is Zero Errors** • This precise quality standard requires a personal commitment to take requirements seriously. Conventional standards convey the impression that some level of error and wasted effort are acceptable. For the PY team, this is not the case.
- 4. The Measurement of Quality is the Cost of Nonconformance (or the cost of doing things wrong)** • Measurement of the cost of wasted effort and the "fix" to make things right is a good tool for identifying areas needing attention and setting priorities for the elimination of problems.

PY builds quality into each project with the following activities:



Tab 4 Project Understanding, Approach, and Schedule
NC23-009-RFQ, Nassau County, Continuing Contract for A & E Services

Document Checking • To ensure thorough engineering practices, all design analyses, drawings, specifications, cost estimates, contract documents, and reports produced by PY are checked prior to submission to clients. The PM or project engineers for specific disciplines appoint experienced engineers as checkers who have experience equal to or greater than that of the designer. The checker will perform their review independent of the engineers who prepared the design and a set of check prints will be formalized to document the checking process. The color coded method for PY's document checking process is shown graphically below.

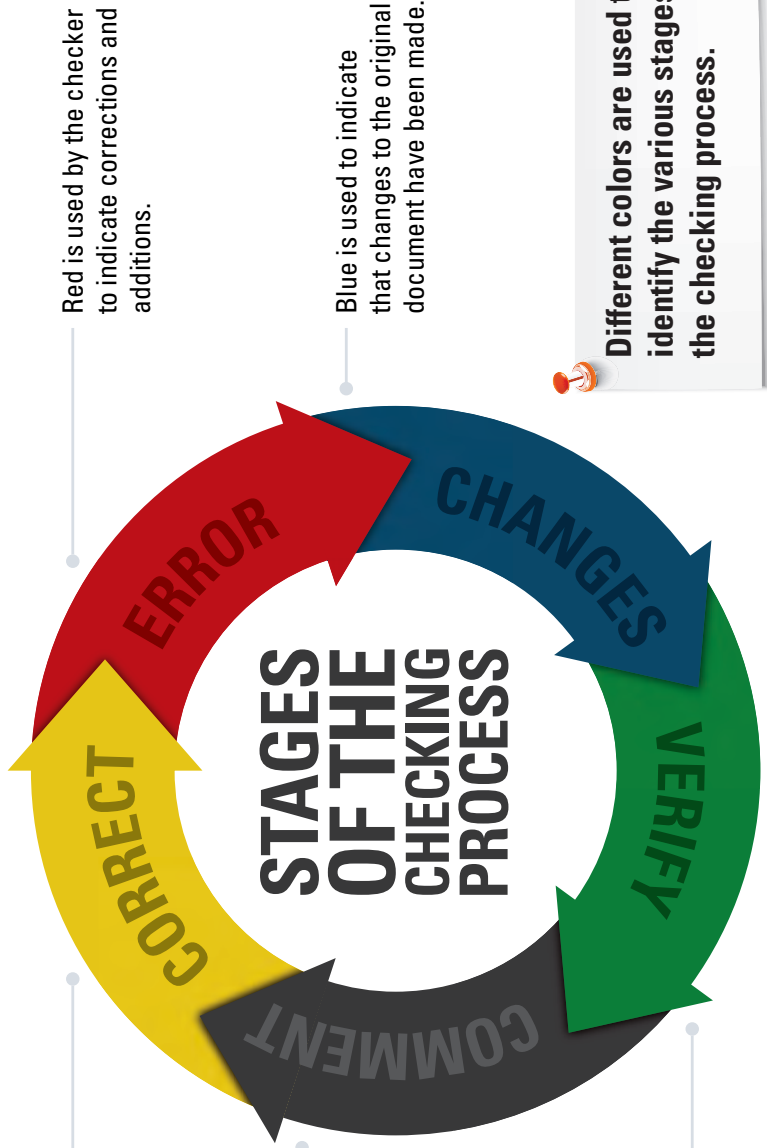
Check prints are formalized through the addition of a check print stamp, shown on the graphic to the right. On the stamp, each participant in the checking process signs on the appropriate line, indicating that that stage of the process is completed.

In order to avoid Change Orders and Claims during the construction of this project, it is extremely important to avoid any and all errors and omissions in the design plans and specifications. In order to achieve this goal on this project, our team will strictly adhere to our QA/QC requirements.

Yellow is used by the checker to indicate agreement. All lines, dimensions, and written text are yellowed-in if correct.

Black is used for non-record comments or instructions.

Green is used by the backchecker to indicate approval of checker's changes, plus additional changes as agreed to by the checker. Green is also used to verify the changes to the original document are correct.



Red is used by the checker to indicate corrections and additions.

Blue is used to indicate that changes to the original document have been made.

Different colors are used to identify the various stages of the checking process.

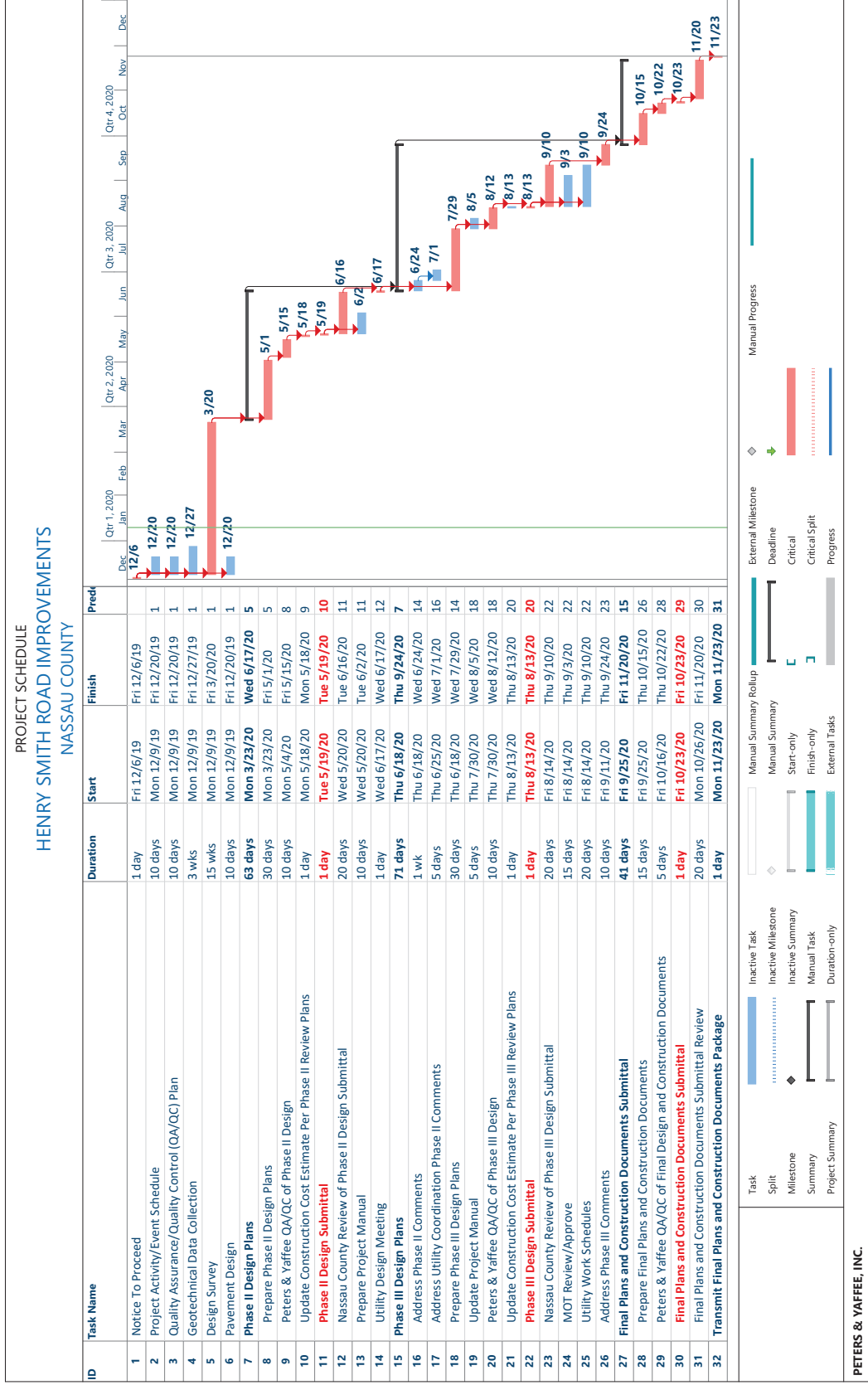
peters yaffee TRANSPORTATION & TRAFFIC / ENGINEERING	
Project: _____	Date: _____
By: _____	
CHECK PRINT	
Checked: _____	Date: _____
Backchecked: _____	Date: _____
Corrected: _____	Date: _____
Verified: _____	Date: _____



Project Budgets and Schedules

Developing each design project within the budget established and meeting the milestones as defined in the project schedule is essential to a successful project delivery. Our design team will discuss both of these items on a weekly basis in our internal project status meetings to make sure that all team members are updated. This monitoring and control will direct resources accordingly to achieve the desired project objectives. The efforts for this process will also be outlined in the PMP and communicated with the project team. These efforts to control and monitor both project budget and schedule have been used successfully since the inception of PY.

Below is a sample schedule for our ongoing Henry Smith Road Improvements Project. This is typical for the type of schedules we will provide for projects under this CSC. Our schedules will provide critical path items, QA/QC tasks, and phase submittal dates to ensure on-time project delivery.



Tab 4 Project Understanding, Approach, and Schedule
NC23-009-RFD, Nassau County, Continuing Contract for A & E Services



TAB 5: REFERENCES

5 References

With experience executing 47 previous and ongoing Nassau County projects and hundreds more in neighboring cities and districts, PY's familiarity with the area and it's stakeholders will ensure the on-time and on-budget deliver of each task order under this contract.

14th Street Roadway Improvements Nassau County, FL

The 14th Street Roadway Improvement Project in Nassau County, FL consisted of milling and resurfacing of the existing travel lanes from just north of Amelia Island Parkway to Sadler Road for approximately 1.8 miles. 14th Street is a two lane roadway currently designated as a major collector and the existing posted speed limit is 45 mph with a design speed is 50 mph.

Additional improvements for this project included the replacement of several side-drain mitered end sections, cross-drain replacement at Ocean Breeze, guardrail replacement and providing signing and pavement markings. The services that were performed for this project are generally described as design for a RRR/Safety Type Project to incorporate safety improvements for a two lane rural roadway and included:

- Roadway Milling, Resurfacing, Widening
- Sign Inventory
- Signing and Pavement Marking Design
- Driveway Construction
- Sidewalk
- Guardrail Improvements
- Drainage Analysis
- Utility Coordination
- FDOT and SJRWMD Permitting
- Specification Package
- Post Design Services
- Survey Services

Client Contact

Robert Companion, PE • Nassau County

Address • 96135 Nassau County Place, Suite 1, Yulee, FL 32097

Phone • (904) 530-6225

Email • rcompanion@nassaucountyfl.com

Performance Period

April 2017 - June 2019

Total Amount of Contract

\$112,100



Tab 5 References
NC23-009-RFD, Nassau County, Continuing Contractor A & E Services



Henry Smith Roadway Improvements Nassau County, FL

This Henry Smith Road Improvement Project in Nassau County, FL is from CR 108 to US 1 (N. Kings Road). This road is a two-lane two-way road in a rural area. The project involves the rehabilitation of the existing asphalt pavement on Henry Smith Road. Additional improvements include signing and pavement marking, installation of mitered end sections (MESs) on existing driveway side drains replacement of two cross drains and installation of concrete flumes and riprap for erosion control. Henry Smith Road is classified as a minor collector by Nassau County. The posted speed is 35 mph from the beginning of project at CR 108 and changes to 45 mph just west of Pine St. The Design Speed ranges from 40 mph to 50 mph. A CSX Railroad crossing is present within the project limits. CSX Crossing No. 620736B is located approximately 2,400 ft. west of the project end at the US 1 (N. Kings Road) intersection.

The services that were performed for this project are generally described as design for a RRR/Safety Type Project to incorporate safety improvements for a two lane rural roadway and included:

- Roadway Resurfacing
- Sign Inventory
- Signing and Pavement Marking Design
- Driveway Construction
- Guardrail Improvements
- Drainage Improvements (Cross Drain Replacements)
- Post-Design Services
- Specification Package
- FDOT and SJRWMD Permitting
- Utility Coordination

Client Contact

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Performance Period

December 2019 - December 2022

Total Amount of Contract

\$284,991



Tab 5 References
NIC23-009-RFO - Nassau County, Continued Contractor A & E Services

Armsdale Road Sidewalk and Roadway Improvements City of Jacksonville

This project is located in Jacksonville, FL in northern Duval County. The project limits are from the Armsdale Road/Duval Road intersection to the Armsdale Road/Dunn Avenue intersection. The primary purpose of the project is to construct sidewalk along the north and east side of Armsdale Road. This sidewalk will connect to existing sidewalk at Dunn Avenue and also at Duval Road. A mid-block pedestrian crossing will be installed across Armsdale Road just north of the entrance to the Nettlebrook Subdivision to connect the Subdivision's sidewalk to the newly constructed sidewalk. The new sidewalk will also be lit with new pedestrian lighting.

Armsdale Road is an undivided two-lane, two-way rural local roadway. The posted speed limit is 45 mph. Raised pavement markers and signing improvements will be installed at a 90° curve located within the limits of the project. Additional improvements included:

- Roadway Milling, Resurfacing, and Widening
- Drainage Design (Cross Drain Replacements)
- Sign Inventory
- Signing and Pavement Marking Design
- Driveway Construction
- Sidewalk
- Mid-block Crossing
- Mid-block Pedestrian Study
- Curve Study
- Post-Design Services
- Utility Design and Coordination
- Specification Package
- FDOT and SJRWMD Permitting

Client Contact

David Hahn, PE • City of Jacksonville

Address • 214 N. Hogan Street, 10th Floor,
Jacksonville, FL 32202

Phone • (904) 255-8793

Email • hahn@coj.net

Performance Period

June 2019 - Present

Total Amount of Contract

\$406,578



Mobility Fee Study Nassau County, FL

This project included the update of the Nassau County Mobility Plan, which incorporated the Nassau County 2040 needed capacity projects. We projected growth over a 20-year period and determined the appropriate mobility fee so that new developments could pay for Nassau County's projected capacity needs. Our services included traffic planning, roadway estimates, and traffic modeling. Specific tasks included:

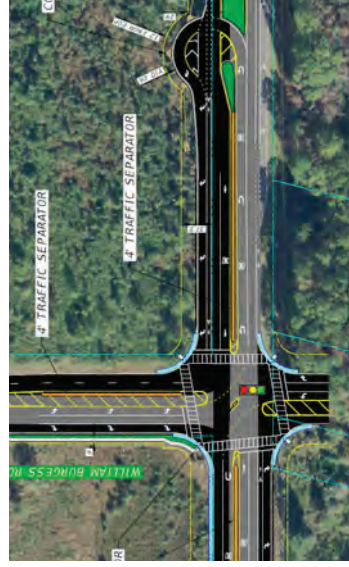
- Task 1 – Study Methodology
- Task 2 – Data Review
- Task 3 – Preliminary Needs Assessment and Alternative Routes
- Task 4 – Detailed Needs Evaluation
- Task 5 – ENCPA Evaluation
- Task 6 – Calculation of Draft Mobility Fees
- Task 7 – Refine Fee Schedule
- Task 8 – Final Report
- Task 9 – Modification to Comprehensive Plan



ICE Analysis Nassau County, FL

The roadway design of the proposed William Burgess Boulevard Extension east of US 17 required the design of appropriate intersection control at the intersection of US 17 and William Burgess Boulevard. An Intersection Control Evaluation (ICE) analysis was required by FDOT to determine appropriate intersection control for this intersection.

- Traffic Planning
- Roadway Concept Plans and Estimates
- Traffic Engineering



Client Contact

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Performance Period

April 2018 - July 2021

Total Amount of Contract

\$176,083.52

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Performance Period

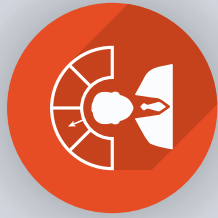
April 2020 - December 2020

Total Amount of Contract

\$44,579.92

Similar Contracts Delivered Within the Past Five Years

Project	Performance Period	Tasks	Total Contract Amount
Reference: Robert Companion, PE Nassau County Address: 96135 Nassau County Place, Suite 1, Yulee FL 32097 Phone: (904) 530-6225 Email: rcompanion@nassaucountyfl.com			
Davis Road Feasibility Report	January 2018 - December 2018	Paving Feasibility Report	\$16,478
Sadler Road at 14th Street Study	May 2018 - November 2018	Traffic Study	\$35,511
Spring Lakes Estates Drainage Study	June 2018 - July 2019	Drainage Study	\$28,975
Clements Road Drainage Study	May 2021 - August 2021	Drainage Study	\$39,591
Chester Road Drainage Study	January 2022 - May 2022	Drainage Study	\$47,819
Barnwell Manor Drainage Review Report	June 2022 - July 2022	Drainage Review	\$17,335
Reference: Tabatha Carlton, PE Pond & Company Address: 3500 Parkway Lane, Suite 500, Peachtree Corners, GA 30092 Phone: (678) 336-7740 Email: CarltonT@pondco.com			
CR 108 from Bay Road to Middle Road, Nassau County	January 2022 - September 2022	Drainage Design Signing and Pavement Marking Design Signalization Design	\$130,349
Reference: CJ Youmans, PE RS&H Address: 10748 Deerwood Park Blvd South, Jacksonville, FL 32256 Phone: (904) 256 2267 Email: CJ.Youmans@rsandh.com			
I-95 at Norwood Avenue, FDOT District Two TWO Contract	November 2019 - June 2020	Signing and Pavement Marking Design	\$21,009
SR 26 at NW 16th Street and 19th Street, FDOT District Two TWO Contract	May 2020 - November 2021	Roadway Design Signal Design Signing and Pavement Marking Design Lighting Design	\$184,047
SR 247 at CR 49, FDOT District Two TWO Contract	May 2020 - December 2020	Roadway Design Signing and Pavement Marking Design	\$43,489
SR 101 (Mayport Road), FDOT District Two TWO Contract	July 2020 - July 2022	Signalization Design Signing and Pavement Marking Design	\$90,100
SR 128 (San Juan Avenue) Road Diet, FDOT District Two TWO Contract	August 2020 - October 2021	Roadway Design Signal Design Signing and Pavement Marking Design Lighting Design	\$118,437



TAB 6: CURRENT WORKLOAD

6 Current Workload

With over 25 full-time professionals, 20,400+ hours of staff capacity this year, and the added availability of our teaming partners, PY has assembled the depth of resources necessary to execute this contract.

We manage our workload on a weekly basis to maintain proper balance between workload and resources. This is accomplished through a weekly resource meeting of PY task leaders to discuss their projects, submittal deadlines, and resources. With this process, we will ensure that the County receives the proper staffing resources to meet critical milestones throughout the project duration. PY's existing and future workload outlined below.

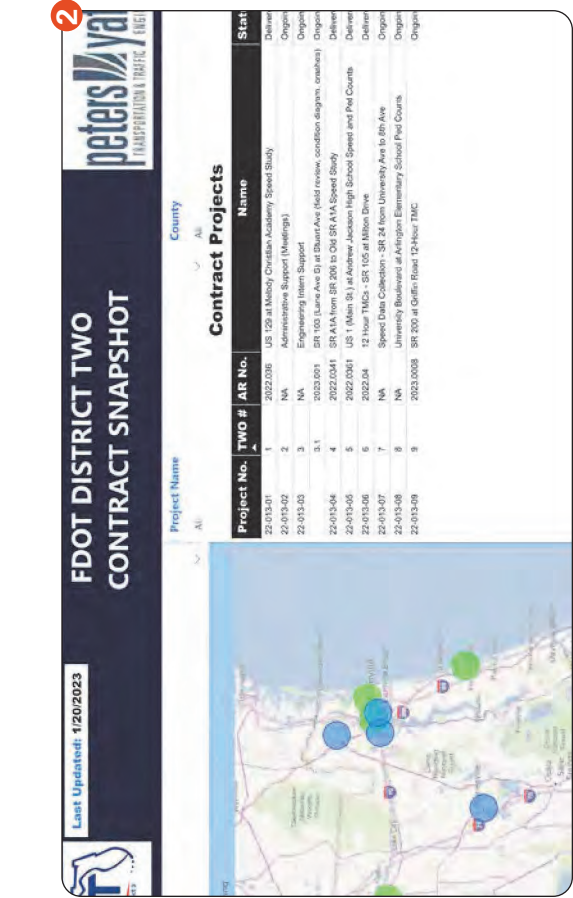
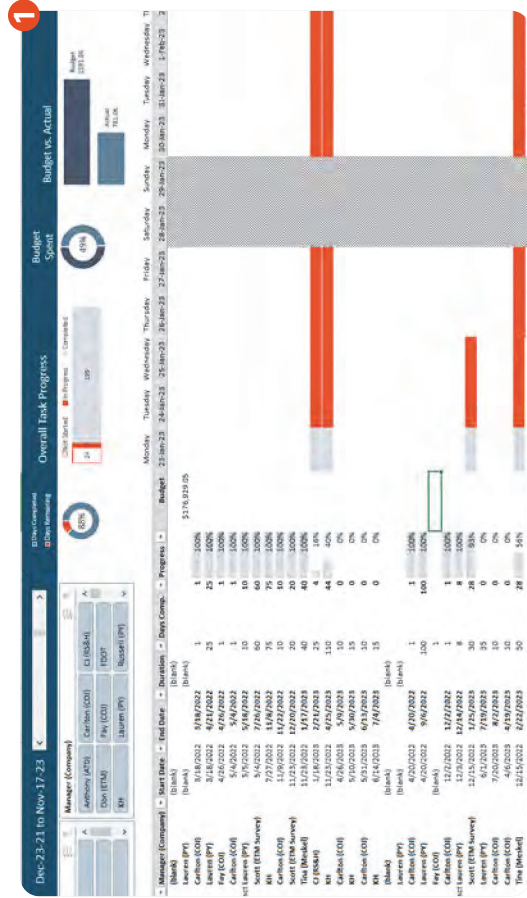
Ongoing/Future Projects	Role	Status (% Complete)	Estimated Completion
Clay County, CR 220 Signal Design	Sub	90%	May 2023
Nassau County, Crawford Rd. Safety Study	Prime	70%	February 2023
FDOT D2, SR 109 (University Blvd.) RRR Project	Sub	70%	July 2024
Nassau County, Simmons Rd. Drainage Improvements Study	Prime	60%	September 2023
FDOT, Beaver St. / Chaffee Rd. Intersection Improvements	Prime	60%	January 2026
COJ, Misc. City-Wide Minor Design Contracts	Sub	40%	Varies
COJ, Misc. City-Wide Traffic Signal Design Contracts	Prime	20%	Varies
FDOT D2, District-Wide Studies Contract	Prime	5%	January 2025
FDOT D2, SR 115 Lem Turner RRR Project	Prime	0%	February 2025
COJ, Ricker Road Improvements Project	Sub	10%	March 2024
FDOT D2, SR 212 (US 90) RRR Project	Sub	0%	November 2024
FDOT D2 & D5, District-Wide Contracts	Sub	0% - 90%	Varies
Misc. Signal, SAPM, and Lighting Projects	Sub	0% - 90%	Varies
Misc. Traffic Study and Safety Study Projects	Prime	0% - 90%	Varies



TAB 7: TECHNOLOGY

Technology

Nassau County can easily analyze and visualize data, present conclusions to important stakeholders and the community, and publish case studies for future use as a result of PY's technology-driven project tracking and data analysis tools.



Project Tracking Dashboards

Shown in **Image 1**, PY created an interactive dashboard to track task work order (TWO) projects and schedules. All TWOs are broken down by task, deliverable, responsibility, and schedule. This dashboard can be customized to meet the needs of the client and the specific project. It can include items such as project progress, days remaining until completion, budget, money spent, key personnel, etc. The data feeding into the dashboard is updated weekly and a snapshot of the dashboard or the excel file can be provided to Nassau County at set intervals (weekly, biweekly, monthly with invoicing) or when requested. The database can also be shared with subconsultants to make sure that everyone is kept informed and no deadlines are overlooked. The dashboard allows PY (and Nassau County or subconsultants if desired) to see all tasks for ongoing projects/TWOs in one place. This has been shown to have two key advantages. Firstly, projects or TWOs can be sorted and reviewed individually to make sure that no project task is being overlooked and that all submittal dates are met. Secondly, all projects can be viewed simultaneously making it easy to adjust personnel, resources and deadlines as needed if and when project priorities change. PY has successfully used the dashboard to manage over 20 TWOs for a continuing contract with the City of Jacksonville.

Power BI Tool

Shown in **Image 2**, Power BI is a technology-driven business intelligence tool provided by Microsoft that combines business analytics, data visualization, and database warehouse to analyze and visualize raw data and present actionable information. With this tool, PY can better utilize our data collected from studies to develop well organized reports, interactive dashboards, and, ultimately, better metrics for decision making. Our engineers can select the variables in the dashboard to analyze the data based on the requirements. Power BI has robust data integration and can connect to myriad data sources such as Excel, CSV, Oracle databases and many more. It also has publish to web options, which can easily embed interactive Power BI dashboard and contents into websites. For Nassau County, our staff can easily edit, update, refresh, or stop sharing the published visuals, enabling us to perform real-time stream analytics.

Tab 7 Technology
 NC23-009-RFD, Nassau County, Continuing Contract for A & E Services



TAB 8: HOURLY RATE SCHEDULE

8 Hourly Rate Schedule

This solicitation is being issued in accordance 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.





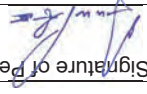
TAB 9: ATTACHMENTS / ADMINISTRATIVE INFORMATION

9 Attachments and Administrative Information

Attachment A: Addenda Acknowledgement

NC23-009-RFQ

ATTACHMENT "A" ADDENDA ACKNOWLEDGMENT

Acknowledgment is hereby made of receipt of addenda issued during the solicitation period.	
Addendum # <u>1</u> through # <u>2</u>	Date: January 18, 2023
Signature of Person Completing: 	
Printed Name: Dow Peters, PE	Title: President

>>> Failure to submit this form may disqualify your bid. <<<

11 of 51



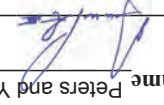
Addenda Acknowledgement (Cont.)

Request for Qualifications
NC23-009-RFQ
Addendum 1
Contract for Professional Architectural and Engineering Services

5. There are several references to "Architect-Engineer" within the solicitation, which gives the impression the County seeks responses from multi-disciplinary firms. Please confirm if a single-discipline Architecture firm can submit a response as the Prime consultant including sub-consultant Engineers. Alternatively, may a single-discipline Architecture firm submit a response to provide Architectural Design services only?

Answer: Nassau County would be open to either or.

ACKNOWLEDGMENT IS HEREBY MADE OF RECEIPT OF THIS ADDENDUM

Vendor/Company Name Peters and Yaffee, Inc.
Vendor Signature: 
Date: January 18, 2023

End of Addendum #1



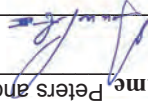
Addenda Acknowledgement (Cont.)

Request for Qualifications
NC23-009-RFQ
Addendum 2
Continuing Contract for Professional Architectural and Engineering Services

Attachments: Revised Attachment "H"

ACKNOWLEDGMENT IS HEREBY MADE OF RECEIPT OF THIS ADDENDUM

Vendor/Company Name: Peters and Yaffee, Inc.



Vendor Signature:

Date: January 18, 2023

End of Addendum #2



Attachment B: Statement of No Response

NC23-009-RFQ

**ATTACHMENT "B"
STATEMENT OF "NO RESPONSE"**

If you do not intend to respond to this solicitation, please help us improve future solicitations by completing and returning this form prior to the date shown for receipt of responses to the Nassau County Board of County Commissioners, c/o Ex-Officio Clerk, Robert M. Foster Justice Center, 76347 Veterans Way, Suite 456, Yulee, FL 32097 or by uploading to [PlanetBids](#).

We have declined to respond for the following reason(s):

Specifications are too restrictive (please explain below)

Insufficient time to respond to the solicitation

We do not offer this product/service or equivalent

Our schedule would not permit us to perform

Unable to meet specifications

Unable to meet bond requirements

Specifications unclear (please explain below)

Other (please specify below)

Remarks:

We understand that if the "No Response" letter is not executed and returned, our name may be deleted from the list of qualified vendors for Nassau County Board of County Commissioners for future projects.

Typed Name and Title

Company Name

Address

Signature

Date

Telephone Number

Fax Number

Email Address



Attachment C: Drug Free Workplace Certificate

NC23-009-RFQ

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

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that _____
Peters and Yaffee, 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.]



Attachment C: Drug Free Workplace Certificate (Cont.)

NC23-009-RFQ

"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
[Handwritten Signature]

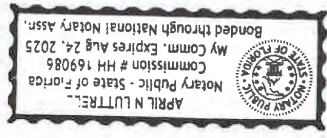
Date Signed
1/10/23

State of: Florida
County of: Duval

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 10 day of January, 2023 by Russell Yaffee, PE, PTOE who is personally known to me or produced as identification.

[Handwritten Signature]
Notary Public

My commission expires: 8/24/2025



Attachment D: Sworn Statement Under FL Statute on Public Entity Crimes

NC23-009-RFQ

ATTACHMENT "D"
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, Professional Architectural and Engineering Services (NC23-009-RFQ).
2. This sworn statement is submitted by Peters and Yaffee, Inc. (entity submitting sworn statement), whose business address is 9822 Tapesy Park Circle, Suite 205, Jacksonville, Florida, 32246 and its Federal Employee Identification Number (FEIN) is 26-3166179. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)
3. My name is Russel Yaffee, PE, PTOE (please print name of individual signing), 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 state trial court of record relating to charges brought by 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 or 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.)



Attachment D: Sworn Statement Under FL Statute on Public Entity Crimes (Cont.)

NC23-009-RFQ

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, 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 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 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: [Handwritten Signature]
Date: 1/12/23

State of: Florida
County of: Duval

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 10 day of January, 2023, by Russell Yaffee, PE, PTOE, who is personally known to me or produced as identification.

Notary Public
[Handwritten Signature]
APRIL N LUTTRELL
Notary Public - State of Florida
Commission # HH 169086
My Comm. Expires Aug 24, 2025
Bonded through National Notary Assn.
My commission expires: 12/1/23



Attachment E: E-Verify

NC23-009-RFQ
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 Martin
Aaron C. Bell
Jeff Gray
Thomas R. Ford
Klynt Farmer

JOHN A. CRAWFORD
Ex-Officio Clerk
DENISE MAY
County Attorney
TACO E. POPE, AICP
County Manager

NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
96135 Nassau Place, Suite 6
Yulee, Florida 32097



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

Project Name: Continuing Contract for Architectural and Engineering Services

Bid No./Contract No.: NC23-009-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

An Affirmative Action / Equal Opportunity Employer



Attachment E: E-Verify (Cont.)

NC23-009-RFQ

- 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.

2

18 of 51



Peters and Yaffee E-Verify MOU



Company ID Number: 691467

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR E-VERIFY EMPLOYER AGENTS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and (E-Verify Employer Agent). The purpose of this agreement is to set forth terms and conditions which the E-Verify Employer Agent 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 E-Verify Employer Agent, the Employer, DHS, and the Social Security Administration (SSA).

The Employer is not a party to this MOU; however, this MOU contains a section titled Responsibilities of the Employer. This section is provided to inform E-Verify Employer Agents acting on behalf of the Employer of the responsibilities and obligations their clients are required to meet. The Employer is bound by these responsibilities through signing a separate MOU during their enrollment as a client of the E-Verify Employer Agent. The E-Verify program requires an initial agreement between DHS and the E-Verify Employer Agent as part of the enrollment process. After agreeing to the MOU as set forth herein, completing the tutorial, and obtaining access to E-Verify as an E-Verify Employer Agent, the E-Verify Employer Agent will be given an opportunity to add a client once logged into E-Verify. All parties, including the Employer, will then be required to sign and submit a separate MOU to E-Verify. The responsibilities of the parties remain the same in each MOU.

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 E-VERIFY EMPLOYER AGENT

1. The E-Verify Employer Agent agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the E-Verify Employer Agent representatives who will be accessing information under E-Verify and shall update them as needed to keep them current.



Peters and Yaffee E-Verify MOU (Cont.)



Company ID Number: 691467



2. The E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the E-Verify User Manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures. The E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.

3. The E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.

4. The E-Verify Employer Agent agrees that any E-Verify Employer Agent Representative who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.

a. The E-Verify Employer Agent agrees that all E-Verify Employer Agent representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the E-Verify Employer Agent is a Federal contractor.

b. Failure to complete a refresher tutorial will prevent the E-Verify Employer Agent and Employer from continued use of E-Verify.

5. The E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.

6. The E-Verify Employer Agent agrees to obtain the necessary equipment to use E-Verify as required by the E-Verify rules and regulations as modified from time to time.

7. The E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.

8. The E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.

9. The E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.1 below.

10. The E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify rules and procedures. The E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the E-Verify Employer Agent's attempts, in good faith, to make inquiries on behalf of the Employer during the period of unavailability.



Peters and Yaffee E-Verify MOU (Cont.)



Company ID Number: 691467

11. When the E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.

12. If data is transmitted between the E-Verify Employer Agent and its client, then the E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the E-Verify Employer Agent.

13. The E-Verify Employer Agent 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@uscis.dhs.gov. Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.

14. The E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

15. The E-Verify Employer Agent 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 E-Verify Employer Agent 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 Employer Agent services and any claim to that effect is false.

16. The E-Verify Employer Agent 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.

17. The E-Verify Employer Agent 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 E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

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

B. RESPONSIBILITIES OF THE EMPLOYER

The E-Verify Employer Agent shall ensure that the E-Verify Employer Agent and the Employers represented by the E-Verify Employer Agent carry out the following responsibilities. It is the E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.



Peters and Yaffee E-Verify MOU (Cont.)



Company ID Number: 691467

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 shall become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the E-Verify Employer Agent.

4. 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 1-888-464-4218.
- 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.

- 5. 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.
- 6. 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 4 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,



Peters and Yaffee E-Verify MOU (Cont.)



Company ID Number: 691467



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 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.

7. 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. 8. 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.

9. The Employer must use E-Verify (through its E-Verify Employer Agent) 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.

10. 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 the 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.

11. 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



Peters and Yaffee E-Verify MOU (Cont.)



Company ID Number: 691467



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 (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).

12. 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 (TD).

13. The Employer agrees that it will use the information it receives from E-Verify (through its E-Verify Employer Agent) 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 performing the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. 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.

15. The Employer acknowledges that the information it receives through the E-Verify Employer Agent 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.



Peters and Yaffee E-Verify MOU (Cont.)



Company ID Number: 691467



16. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify (whether directly or through their E-Verify Employer Agent), which includes permitting DHS, SSA, their contractors and other agents, upon 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.

17. 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.

18. 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.

19. 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, or affiliated with DHS, USCIS, or E-Verify.

20. 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.

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The E-Verify Employer Agent shall ensure that the E-Verify Employer Agent and the Employers represented by the E-Verify Employer Agent carry out the following responsibilities if the Employer is a federal contractor or becomes a federal contractor. The E-Verify Employer Agent should instruct the client to keep the E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

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 reverify 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



Peters and Yaffee E-Verify MOU (Cont.)



Company ID Number: 691467



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 30 days after the date of enrollment or within 30 days after the date of an employee's assignment to the contract, whichever date is later.

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.B.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,



Peters and Yaffee E-Verify MOU (Cont.)



ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

!!! The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

D. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent) through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the E-Verify Employer Agent.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the E-Verify Employer Agent.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.



Peters and Yaffee E-Verify MOU (Cont.)



Company ID Number: 691467



E. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU

a. Automated verification checks on alien employees by electronic means, and

b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its

participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the E-Verify Employer Agent 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 E-Verify Employer Agents 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 E-Verify Employer Agents to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) 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 E-Verify Employer Agent'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 (through the E-Verify Employer Agent), 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**

Company ID Number: 691467



The E-Verify Employer Agent shall ensure that the E-Verify Employer Agent and the Employers represented by the E-Verify Employer Agent carry out the following responsibilities. It is the E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation 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 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 (through the E-Verify Employer Agent) 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.



Peters and Yaffee E-Verify MOU (Cont.)



Company ID Number: 691467

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 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 (though the E-Verify Employer Agent) 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 or the E-Verify Employer Agent for verification services performed under this MOU. The E-Verify Employer Agent is responsible for providing equipment needed to make inquiries. To access E-Verify, an E-Verify Employer Agent will need a personal computer with Internet access.



Peters and Yaffee E-Verify MOU (Cont.)



Company ID Number: 691467

**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.

B. TERMINATION

1. The E-Verify Employer Agent may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the E-Verify Employer Agent may voluntarily terminate its MOU upon giving DHS 30 days' written notice.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the E-Verify Employer Agent's participation in E-Verify, with or without notice, at any time if deemed necessary because of system integrity or security by the E-Verify Employer Agent or the Employer, or a failure on the part of either party 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 E-Verify Employer Agent for an Employer that is a Federal contractor may terminate this MOU for that Employer when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the E-Verify Employer Agent must provide written notice to DHS. If the E-Verify Employer Agent fails to provide such notice, then that Employer will remain an E-Verify participant, and 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 E-Verify Employer Agent agrees that E-Verify is not liable for any losses, financial or otherwise, if the E-Verify Employer Agent or the Employer is terminated from E-Verify.



Peters and Yaffee E-Verify MOU (Cont.)



**ARTICLE VI
PARTIES**

Company ID Number: 691467



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 E-Verify Employer Agent, its agents, officers, or employees.

C. The E-Verify Employer Agent 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 sub-license, 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 arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability where from, 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 E-Verify Employer Agent 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, 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 E-Verify Employer Agent and DHS respectively. The E-Verify Employer Agent understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer or the E-Verify Employer Agent, as the case may be, 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 E-Verify Employer Agent. If you have any questions, contact E-Verify at 1-888-464-4218.



Peters and Yaffee E-Verify MOU (Cont.)



Company ID Number: 691467



Approved by:

E-Verify Employer Agent Employer Peters and Yaffee, Inc.	
Name (Please Type or Print) Russell Yaffee	Signature Electronically Signed
Date 07/11/2013	Title
Department of Homeland Security - Verification Division	
Name (Please Type or Print) USCIS Verification Division	Signature Electronically Signed
Date 07/11/2013	Title



Peters and Yaffee E-Verify MOU (Cont.)



Company ID Number: 691467



Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Peters and Yaffee, Inc.
Company Facility Address	9822 Tapestry Park Circle Suite 205 Jacksonville, FL 32246
Company Alternate Address	
County or Parish	DUVAL
Employer Identification Number	263166179
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)



Peters and Yaffee E-Verify MOU (Cont.)



Company ID Number: 691467



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

1

FL



Peters and Yaffee E-Verify MOU (Cont.)



Company ID Number: 691467



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

Name
Russell Yaffee

Phone Number
9042650751

Fax

Email
aluttrell@petersandyaffee.com



Exhibit A: Contractor E-Verify Affidavit

NC23-009-RFQ

**EXHIBIT "A"
CONTRACTOR E-VERIFY AFFIDAVIT**

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

Print Name: Russell Yaffee, PE, PTOE
Date: 1/12/23

STATE OF FLORIDA
COUNTY OF Duval
The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 1/12/23 (Date) by Russell Yaffee, PE, PTOE (Name) of Peters and Yaffee, 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.

Notary Public
[Signature]
Printed Name
April Luttrell
My Commission Expires: 8-24-2025

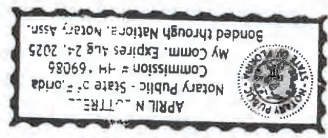


Exhibit B: Subcontractor E-Verify Affidavit for RS&H

NC23-009-RFQ

**EXHIBIT "B"
SUBCONTRACTOR E-VERIFY AFFIDAVIT**

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

Print Name: Morgan County, PE
Date: January 10, 2023

STATE OF FLORIDA

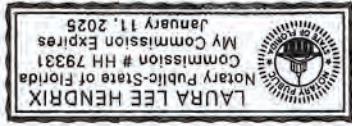
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 01/10/23 (Date) by RS&H Inc. (Name) of Morgan County (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.


[Signature]
Notary Public

Laura Lee Hendrix
Printed Name

My Commission Expires: 01/11/2025



E-Verify Proof of Registration for RS&H





Employment Eligibility Verification

Welcome

User ID

Last Login 09:33 AM - 05/19/2014

Log Out

Company Name: RS&H, Inc. [View / Edit](#)

Company ID Number: 204277

Doing Business As (DBA):

DUNS Number:

Physical Location:

Address 1: 10748 Deerwood Park Blvd South

Address 2:

City: Jacksonville

State: FL

Zip Code: 32256

County: DUVAL

Additional Information:

Employer Identification Number: 592986466

Total Number of Employees: 500 to 999

Parent Organization:

Administrator:

Organization Designation:

Employer Category: Federal Contractor with FAR E-Verify Clause

Federal Contractor Category: None of these categories apply

Employees being verified: Entire workforce (all new hires and all existing employees throughout the entire company)

NAICS Code: 541 - PROFESSIONAL, SCIENTIFIC, AND TECHNICAL SERVICES [View / Edit](#)

Total Hiring Sites: 1 [View / Edit](#)

Total Points of Contact: 2 [View / Edit](#)

[View MOU](#)

U.S. Department of Homeland Security - www.dhs.gov U.S. Citizenship and Immigration Services - www.uscis.gov

Accessibility Download Viewers

- Home
- My Cases
- New Case
- View Cases
- Search Cases
- My Profile
- Edit Profile
- Change Password
- Change Security Questions
- My Company
- Edit Company Profile
- Add New User
- View Existing Users
- Close Company Account
- My Reports
- View Reports
- My Resources
- View Essential Resources
- Take Tutorial
- View User Manual
- Share Ideas
- Contact Us



Exhibit B: Subcontractor E-Verify Affidavit for STV

NC23-009-RFQ

**EXHIBIT "B"
SUBCONTRACTOR E-VERIFY AFFIDAVIT**

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

Print Name: J. Keith Jackson, P.E.
Date: 1/5/2023

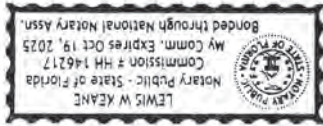
STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 1/5/23 (Date) by J. Keith Jackson, Vice President (Name) of STV Incorporated (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.

J. Keith Jackson
Notary Public

Lewis W. Keane
Printed Name

My Commission Expires: Oct. 19, 2025



E-Verify Proof of Registration for STV



Welcome Jessica Kozak User ID JK021196 Last Login 08:44 AM - 06/27/2012 Log Out



Click any ? for help

Company Information

View / Edit

Company Name: STV GROUP INC. Company ID Number: 106871 Doing Business As (DBA): Name: DUNS Number: Physical Location: Address 1: 205 W WELSH DRIVE Address 2: DOUGLASSVILLE City: PA State: 19518 Zip Code: BERKS County: Mailing Address: Address 1: Address 2: City: State: Zip Code: Additional Information: Employer Identification Number: 231698231 Total Number of Employees: 1,000 to 2,499 Parent Organization: STV GROUP INC. Administrator: Organization Designation: Federal Contractor with FAR E-Verify Clause Federal Contractor Category: None of these categories apply Employees being verified: Entire workforce (all new hires and all existing employees throughout the entire company)

- Home My Cases New Case View Cases Search Cases My Profile Edit Profile Change Password Change Security Questions My Company Edit Company Profile Add New User View Existing Users Close Company Account My Reports View Reports View Resources View Essential Resources Take Tutorial View User Manual Contact Us

View MOU

NAICS Code: 541 - PROFESSIONAL, SCIENTIFIC, AND TECHNICAL SERVICES View / Edit

Total Hiring Sites: 31 View / Edit

Total Points of Contact: 2 View / Edit



Exhibit B: Subcontractor E-Verify Affidavit for Keville

NC23-009-RFC

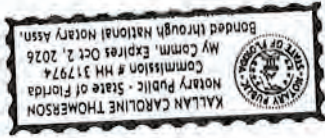
**EXHIBIT "B"
SUBCONTRACTOR E-VERIFY AFFIDAVIT**

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

Print Name: Leonard Pappalardo
Date: 1/10/2023

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 11/02/2022 (Date) by Leonard Pappalardo (Name) of Keville Enterprises, Inc. (Name) of Contractor or Agent, Title of Officer or Agent of Massachusetts (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 Kallan Thomerson
Printed Name _____

My Commission Expires: 10/02/2026



E-Verify Proof of Registration for Keville

My Company Profile

Company Information

Company Name	Keville Enterprises, Inc.
Company ID	140679
Employer Identification Number (EIN)	43112591
DUNS Number	---
NAICS Code	237
Subsector	Heavy and Civil Engineering Construction
Sector	Construction
Total Number of Employees	20 to 99
Unique Entity Identifier (UEI)	---
Enrollment Date	Jul 30, 2008
Doing Business As (DBA) Name	---

[Edit Company Information](#)

Employer Category

Employer Category

[Edit Employer Category](#)

Company Addresses

Physical Address
475 School Street, Suite 11
Marshfield, MA 02050

Mailing Address
Same as Physical Address

[Edit Company Addresses](#)

Hiring Sites

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

Number of Sites: 1

[Edit Hiring Sites](#)

Company Access and MOU

My Company is Configured to:
Verify its Own Employees

[View Current MOU](#)

[Memorandum of Understanding](#)



Exhibit B: Subcontractor E-Verify Affidavit for Pond

NC23-009-RFQ

**EXHIBIT "B"
SUBCONTRACTOR E-VERIFY AFFIDAVIT**

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

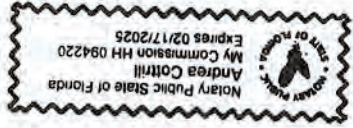
Stephen G. Harill
Print Name: Stephen G. Harill
Date: January 06, 2023

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 1/6/23 (Date) by Stephen Harill (Name) of Pond & Company (Name) of Contractor Company Acknowledging), a Georgia (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced _____ as identification.

Andrea Cottrell
Notary Public

Printed Name
My Commission Expires: 2/17/2025



E-Verify Proof of Registration for Pond

My Company Profile

My Company Account

Company Information

Company Name	Pond Holdings
Company ID	1624450
Employer Identification Number (EIN)	831055420
DUNS Number	049707599
NAICS Code	541
Subsector	Professional, Scientific, and Technical Services
Sector	Professional, Scientific, and Technical Services
Total Number of Employees	500 to 999
Unique Entity Identifier (UEI)	---
Enrollment Date	Jan 08, 2021
Doing Business As (DBA) Name	---

Employer Category

Employer Category
Federal Contractor with FAR E-Verify Clause

Company Addresses

Physical Address
3500 PARKWAY LANE
Suite, 500
Peachtree Corners, GA 30092

Mailing Address
Same as Physical Address

Hiring Sites

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

Number of Sites
26

Company Access and MOU

My Company is Configured to:
Verify its Own Employees
Use Web Services

Memorandum of Understanding
[View Current MOU](#)



Exhibit B: Subcontractor E-Verify Affidavit for ADG

NC23-009-RFD

SUBCONTRACTOR E-VERIFY AFFIDAVIT

EXHIBIT "B"

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

[Signature]
 Print Name: Cantrell V. Jones
 Date: 01-20-2023

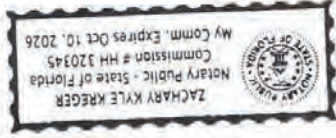
STATE OF FLORIDA
 COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 20 (Date) by Zachary Kreeger (Name) of Community First Credit Union (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 Florida Drivers license identification.

Zachary Kyle Kreeger
 Notary Public

Zachary Kyle Kreeger
 Printed Name

My Commission Expires: 10/10/2026



E-Verify Proof of Registration for ADG



Company ID Number: 909514

E-VERIFY

CORPORATE COMPANY

If you have any questions, contact E-Verify at 888-464-4218.

INFORMATION REQUIRED FOR E-VERIFY

Information relating to your Company:

Acuity Design Group, LLC		Company Name:
13901 Sutton Park Drive South #204		Company Facility Address:
Jacksonville, FL 32224		
DUVAL		County or Parish:



Exhibit B: Subcontractor E-Verify Affidavit for CTSi

NC23-009-RFQ

**EXHIBIT "B"
SUBCONTRACTOR E-VERIFY AFFIDAVIT**

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

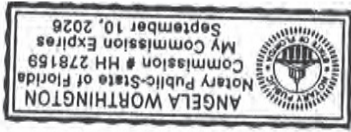
[Signature]
Print Name: Rajesh Chindalur
Date: 01/10/2023

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 01/10/2023 (Date) by Rajesh Chindalur (Name) of Chindalur Traffic Solutions, 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.

[Signature]
Notary Public
Angela Worthington
Printed Name

My Commission Expires: 9-10-2026



20 of 51



E-Verify Proof of Registration for CTSi

Menu ≡

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



My Company Account

My Company Profile

Company Information

Company Name Chindalur Traffic Solutions, Inc.

Company ID 1402679

Employer Identification Number (EIN) 470975081

DUNS Number ---

NAICS Code 541

Sector Professional, Scientific, and Technical Services

Subsector Professional, Scientific, and Technical Services

[Edit Company Information](#)

Employer Category

Employer Category None of these categories apply

[Edit Employer Category](#)

Company Addresses

Physical Address 8833 Perimeter Park Boulevard
Suite 103
Jacksonville, FL 32216

Mailing Address

Hiring Sites

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

Number of Sites 1



E-Verify Proof of Registration for CTSi (Cont.)

[Edit Hiring Sites](#)

Same as Physical Address

[Edit Company Addresses](#)

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 Site Map](#)



Exhibit B: Subcontractor E-Verify Affidavit for MAE

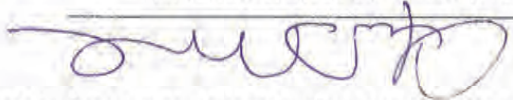
NC23-009-RFQ

**EXHIBIT "B"
SUBCONTRACTOR E-VERIFY AFFIDAVIT**

I hereby certify that Meskel & Associates Engineering, PLLC (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.

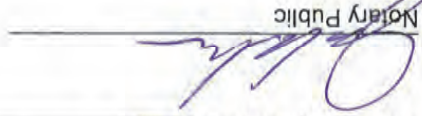
A true and correct copy of Meskel & Associates Engineering, PLLC (Subcontractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.

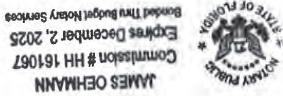

Print Name: Antonette D. Meskel, P.E.

Date: January 5, 2023

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 1/5/2023 (Date) by Antonette D. Meskel, P.E., President (Name of Officer or Agent, Title of Officer or Agent) of Meskel & Associates Engineering, PLLC (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



My Commission Expires: December 2, 2025



E-Verify Proof of Registration for MAE

1/3


My Company Profile

My Company Account

Menu ☰

My Company Profile | E-Verify

1/3/23, 4:14 PM

 An official website of the United States government

[Here's how you know](#)



Company Name
Meskel & Associates Engineering, PLLC

Doing Business As (DBA) Name

Company ID

419943

Enrollment Date

Jun 04, 2011

Employer Identification Number (EIN)

262014749

Unique Entity Identifier (UEI)

DUNS Number

017339204

Total Number of Employees

20 to 99

NAICS Code

<https://everfy.uscis.gov/account/company/profile>



E-Verify Proof of Registration for MAE (Cont.)

My Company Profile | E-Verify

1/3/23, 4:14 PM 541

Sector
Professional, Scientific, and Technical Services

Subsector
Professional, Scientific, and Technical Services

[Edit Company Information](#)

Employer Category

Employer Category

None of these categories apply

[Edit Employer Category](#)

Company Addresses

Physical Address

3728 Philips Hwy
Suite 208
Jacksonville, FL 32207

Mailing Address

Same as Physical Address

[Edit Company Addresses](#)

<https://everfy.uscis.gov/account/company/profile>



E-Verify Proof of Registration for MAE (Cont.)



[U.S. Department of Homeland Security, U.S. Citizenship and Immigration Services](#)
[Accessibility Plug-ins Site Map](#)

[View Current MOU](#)

Memorandum of Understanding

Verify Its Own Employees

My Company is Configured to:

Company Access and MOU

[Edit Hiring Sites](#)

Number of Sites

1

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

Hiring Sites



Exhibit B: Subcontractor E-Verify Affidavit for ETM Survey

NC23-009-RFQ

**EXHIBIT "B"
SUBCONTRACTOR E-VERIFY AFFIDAVIT**

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

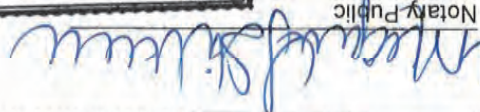

Print Name: Scott A. Graham, Vice President

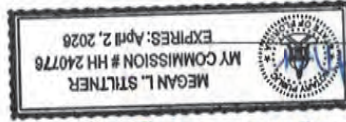
Date: January 16, 2023

STATE OF FLORIDA

COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this January 16, 2023 (Date) by Scott A. Graham, Vice President (Name of Officer or Agent, Title of Officer or Agent) of ETM Surveying & Mapping, Inc. (Name of Contractor Company Acknowledging), a Florida Corporation. (State of Place of Incorporation) Corporation, on behalf of the He/She is personally known to me or has produced as identification.


Notary Public



Printed Name

My Commission Expires: April 2, 2026



E-Verify Proof of Registration for ETM Survey



Company ID Number:571783 Client Company ID Number:1574963



Employer		England Thims & Miller Inc		Name (Please Type or Print)		Jeff Krueger		Signature		Electronically Signed	
E-Verify Employer Agent		Paylocity Corporation		Name (Please Type or Print)		Jessica Walter		Signature		Electronically Signed	
Department of Homeland Security - Verification Division		USCIS Verification Division		Name		USCIS Verification Division		Signature		Electronically Signed	
Date		September 01, 2020		Date		September 01, 2020		Date		September 01, 2020	



Attachment F: General Information and Minimum Insurance Requirements

DATE (MM/DD/YYYY) 1/5/2023

CERTIFICATE OF LIABILITY INSURANCE



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

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

PRODUCER
 Insurance Office of America
 PO Box 5788
 Suite 130
 Jacksonville FL 32247

INSURED
 Peters & Yaffee Inc
 9822 Tapestry Park Cir Suite 205
 Jacksonville FL 32246

INSURER A: Twin City Fire Insurance Company 29459
INSURER B: Auto-Owners Insurance Company 18988
INSURER C: Rated by Multiple Hartford Companies 914
INSURER D: National Casualty Company 11991
INSURER E:
INSURER F:

CONTRACT
 NAME: Betty Buschmeyer
 PHONE: 904-398-7447
 FAX: 904-396-7447
 E-MAIL: betty.buschmeyer@ioausa.com
 ADDRESS: betty.buschmeyer@ioausa.com

INSURER(S) AFFORDING COVERAGE
 NAIC #

REVISION NUMBER:

COVERAGES
CERTIFICATE NUMBER: 171503549

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	POLICY NUMBER	AGGREGATE	OTHER
A	COMMERCIAL GENERAL LIABILITY		3/1/2022	3/1/2023	21SBAVL1377	\$1,000,000	<input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> BUSINESS OWNERS <input type="checkbox"/> GENL. AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROCT <input type="checkbox"/> LOC OTHER:
B	AUTOMOBILE LIABILITY		3/1/2022	3/1/2023	4934976700	\$1,000,000	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> SCHEDULED OWNED <input type="checkbox"/> AUTOS ONLY <input checked="" type="checkbox"/> HIRED <input type="checkbox"/> AUTOS ONLY <input type="checkbox"/> AUTOS ONLY <input type="checkbox"/> NON-OWNED <input checked="" type="checkbox"/> AUTOS ONLY
A	UMBRELLA LIAB		3/1/2022	3/1/2023	21SBAVL1377	\$5,000,000	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE
C	WORKERS COMPENSATION		3/1/2022	3/1/2023	21WECAE0W0A	\$	<input checked="" type="checkbox"/> RETENTION \$ 10,000 <input type="checkbox"/> N/A
D	PROFESSIONAL LIABILITY		3/1/2022	3/1/2023	JE00000999	\$2,000,000	<input type="checkbox"/> N/A

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Professional Liability: limits apply per policy, not per project; Retro date: 8/1/08. Umbrella Liability is not excess over Professional Liability. Description: Continuing Contract for Professional Architectural and Engineering Services RFC No. NC23-009-RFC. Nassau County Board of County Commissioners are additional insureds for ongoing operations and products/completed operations on a primary & non-contributory basis for General Liability per Form #SS008 0405 and for Auto Liability per Forms #58504(1-15) and #58540(12-96) and Professional Liability Subrogation for General Liability (#SS008 0405), Auto Liability (#58583(1-15)), Workers Compensation (#W00000313) and Professional Liability (#JE-P-1(10-19)), only when required by written contract and subject to policy terms, conditions and exclusions. Umbrella Liability follows for General Liability, Auto Liability and Workers Compensation. 30 day cancellation except 10 days for non-payment will be provided by the carrier, not by the Agent of Record. General Liability does not include a specific Contractual Liability Limitation endorsement. Unlike the ISO form, the Hartford Amendment of Insured Contract Definition Form #SS4163 0811 is broadening, not limiting.

CERTIFICATE HOLDER
 Nassau County BOCC
 96135 Nassau Place, Suite 2
 Yulee FL 32097

AUTHORIZED REPRESENTATIVE

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

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Attachment H: Experience of Bidder

**REVISED
ATTACHMENT "H"
EXPERIENCE OF RESPONDER**

The following questionnaire shall be answered by the RESPONDER for use in evaluating the RFO.

1. **FIRM NAME:** Peters and Yaffee, Inc.
 Address: 9822 Tapestry Park Circle, Suite 205
 City/State/Zip: Jacksonville, FL 32246
 Phone: (904) 265-0751 Email: dpeters@petersandyaffee.com
 Name of primary contact responsible for work performance: Dow Peters, PE
 Phone: (904) 265-0751 Cell Phone: (904) 735-6486
 Email: dpeters@petersandyaffee.com
2. **INSURANCE:**
 Surety Company: N/A
 Agent Company: Insurance Offices of America (Commercial and General Liability, Automobile Liability, Professional Liability and Workers Compensation)
 Contact: Betty Buschmeyer
 Total Bonding Capacity: \$ N/A
 Value of Work Presently Bonded: \$ N/A
3. **EXPERIENCE:**
 Years in business: 15 years (since 2008)
 Years in business under this name: 15 years (since 2008)
 Years performing this type of work: 15 years (since 2008)
 Value of work now under contract: Approximately 6,000,000
 Value of work in place last year: Approximately 4,500,000



Attachment H: Experience of Bidder (Cont.)

Percentage (%) of work usually self-performed: 40% as a Prime Consultant
 Name of sub vendors you may use: STV, RS&H, Keville Enterprises, Meskell and Associates, STM, Surveying & Mapping, ADG, CTSI and Pond

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

PERSONNEL

How many employees does your company employ: 26

Position/Category (List all)	Full-time	Part-time
Engineers	6	
Non-Technical / Administrative	4	
Owners	2	
Designers	2	
Engineering Technicians / Interns	11	
Data Analyst	1	

5. WORK EXPERIENCE:

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

Reference #1:

Company/Agency Name: Nassau County
 Address: 96135 Nassau County Place, Suite 1, Yulee, FL 32097
 Contract Person: Robert Companion, PE
 Phone: (904) 530-6225 Email: rcompanion@nassaucountyfl.com
 Project Description: 14th Street Roadway Improvements
 Contract \$ Amount: \$112,100.00



Attachment H: Experience of Bidder (Cont.)

Date Completed: June 2019

Reference #2:

Company/Agency Name: Nassau County

Address: 96135 Nassau County Place, Suite 1, Yulee, FL 32097

Contract Person: Robert Companion, PE

Phone: (904) 530-6225

Email: rcompanion@nassaucountyfl.com

Project Description: Henry Smith Roadway Improvements

Contract \$ Amount: \$284,991.00

Date Completed: December 2022

Reference #3:

Company/Agency Name: City of Jacksonville

Address: 214 N. Hogan Street, 10th Floor, Jacksonville, FL 32202

Contract Person: David Hahn, PE

Phone: (904) 255-8793

Email: hahnd@coj.net

Project Description: Armsdale Road Sidewalk and Roadway Improvements

Contract \$ Amount: \$406,578

Date Completed: Ongoing

REMINDER:

THIS FORM IS TO BE INCLUDED WITH PROPOSAL. FAILURE TO SUBMIT ALONG WITH PROPOSAL MAY BE CAUSE FOR DISQUALIFICATION.



EXHIBIT "E" INSURANCE REQUIREMENTS

ATTACHMENT "E" 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.

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
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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

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

Civil Rights Act of 1968

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

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

Rehabilitation Act of 1973

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