

**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 CSI Geo, Inc., located at 2394 St. Johns Bluff Road South, #200, Jacksonville, FL 32246, hereinafter referred to as the “Consultant”.

**WHEREAS**, the County desires to obtain professional services for Geotechnical and Material Testing 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.**

Initials 

Initials WRP

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 NC23-011-RFQ (“RFQ”), AS MODIFIED BY ADDENDA;
- Exhibit D** VENDOR’S RESPONSE DATED FEBRUARY 1, 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. The contract alone does not authorize the performance of any work or required 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.

Initials 

Initials WRP

**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-

Initials 

Initials WRP


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 and the Capital Projects Management Director. 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.

Initials 

Initials WRP



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

**SECTION 8. Standard of Care.**

8.1 The Consultant shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily provided by a professional under similar circumstances, at the same time, and in the same locality. In the County's sole discretion, upon request by the County, the Consultant shall, at no additional cost to the County, re-perform services which in the sole discretion of the County do not meet the foregoing standard of care.

**SECTION 9. Equal Opportunity Employment.**

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


**SECTION 10. Access to Premises.**

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

**SECTION 11. Funding.**

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

**SECTION 12. Expenses.**

Initials 

Initials WRP

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

**SECTION 13. Taxes, Liens, Licenses and Permits.**

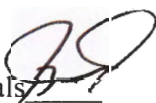
13.1 The Consultant recognizes that the County, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Contract. As such, the Consultant shall refrain from including taxes in any billing. The Consultant is placed on notice that this exemption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

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

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

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

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

Initials 

Initials WRP

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

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

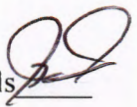
**SECTION 15. Modifications.**

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

**SECTION 16. Assignment and Subcontracting.**

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

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

Initials 

Initials WRP

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

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

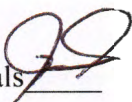
**SECTION 17. Severability.**

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

**SECTION 18. Termination for Default.**

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

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

Initials 

Initials WRP

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

**SECTION 19. Termination for Convenience.**

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


**SECTION 20. Nondisclosure of Proprietary Information.**

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

**SECTION 21. Contingent Fees.**

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

Initials 

Initials 



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

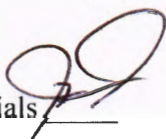
**SECTION 22. Ownership of Documents.**

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

**SECTION 23. Force Majeure.**

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

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


Initials 

Initials WRP



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

**SECTION 24. Access And Audits of Records.**

Initials 

Initials WRP

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

**SECTION 25. Independent Consultant Status.**

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

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

**SECTION 26. Indemnification.**

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

Initials 

Initials WRP

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 “C”. The policy limits required are to be considered minimum amounts.

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

**SECTION 28. Dispute Resolution Process.**

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

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

Initials 

Initials WRP

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

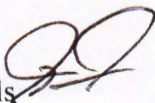
**28.3** The County shall then set a date and time for the parties to meet with the County Manager or designee. This meeting shall be set no more than twenty (20) days from the date that the written communication was sent to the Consultant. The Consultant may submit a written response to the County's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

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

**SECTION 29. E-Verify.**

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

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

Initials 

Initials WRP

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

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

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

**SECTION 30. Public Records.**

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

Initials 

Initials WRP

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

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

Initials 

Initials WRP



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

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

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

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

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

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

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

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

Initials 

Initials WRP

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

**SECTION 32. Public Entity Crimes.**

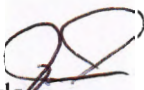
32.1 In accordance with Section 287.133, Florida Statutes, the Consultant certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within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

**SECTION 33. Anti-Discrimination.**

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

**SECTION 34. Advertising.**

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

Initials  \_\_\_\_\_

Initials WRP

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: CSI Geo, Inc.  
Attn: President, CEO  
2394 St. Johns Bluff Road South  
# 200  
Jacksonville, Florida 32246

**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.

Initials 

Initials WRP

**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.

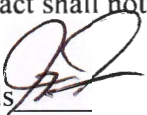
38.2 All representations, indemnifications, warranties and guaranties made by the Consultant in this Contract, as well as all continuing obligations indicated in this Contract, shall survive final payment and termination or completion of this Contract.

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.

**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.

Initials 

Initials WRP

**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.**

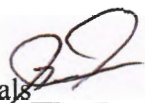
41.1 This Contract, together with any exhibits, constitutes the entire Contract between the County and the Consultant and supersedes all prior written or oral understandings.

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 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.

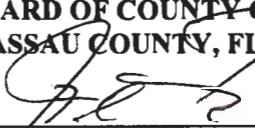
[The remainder of this page left intentionally blank.]

Initials 

Initials WRP

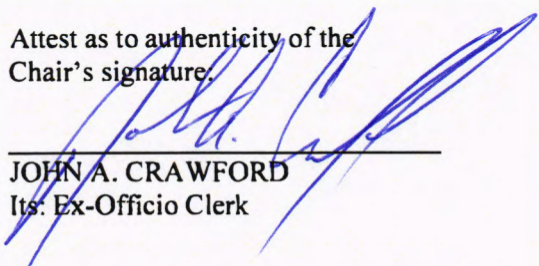
**IN WITNESS WHEREOF**, the parties have executed this Contract which shall be deemed an original on the day and year last written below.

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

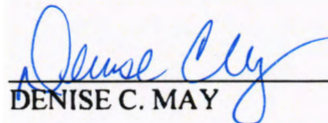
  
By: Klynt A. Farmer  
Its: Chairman  
Date: 10-23-23

(HU)

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

**CSIGEO, INC.**

William R. Price  
\_\_\_\_\_

By: William R. Price

Its: President, CEO

Date: 9/1/2023

  
Initials \_\_\_\_\_

Initials WRP



# Exhibit "A"

## SCOPE OF SERVICES

### SECTION 2: SCOPE OF SERVICES

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

#### 2.1 **Professional Services to be provided may include, but are not limited to:**

The County is seeking proposals from qualified firm(s) to perform Countywide Geotechnical and Material (soil and/or lab) Testing Services. Geotechnical and Material Testing Services are required for proper pre-planning of construction projects for the County. Many of the County's projects will require, during one time or another, a geotechnical, soils or lab testing report to validate either the County's Engineer's or any Architect's or Engineer of Record recommendations as to any site, building or any other project's unknown characteristics and/or contamination assessment, remediation recommendation and reporting. Through the issuance of this RFQ the County will be able to adequately plan and incorporate geotechnical and material testing services as part of the pre-construction preparatory work, which is a phase of every County construction project. In addition, the Geotechnical firm(s) would provide personnel that are qualified, trained and thoroughly familiar with the County's and State's rules, policies, and procedures in inspection, sampling testing, and reporting various areas and stages of construction. The ability to have a list of Geotechnical firms to be contacted on an as needed basis would enable the County to utilize these services when the need arises. It is the intent of the County to select several firms under this RFQ, which will be contacted on an as needed basis.

#### 2.2 **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 orders for specific projects and assignments to the Consultant(s).

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

### **2.3 Term of Agreement/Contract**

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

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

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

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

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

# EXHIBIT "B" NEGOTIATED FEE SCHEDULE

## SCHEDULE OF PROPOSED STAFF HOUR RATES

NAME OF CONTRACTOR: CSI Geo, Inc.

Proposal Number: NC23-016 -RFQ - Continuing Contract for Professional Geotechnical and Material Testing Services

1. Average hourly loaded labor rates

Project Manager	\$ <u>235.00</u> hr.
Senior Geotechnical Engineer	\$ <u>220.00</u> hr.
Geotechnical Engineer	\$ <u>181.33</u> hr.
Engineer Intern	\$ <u>135.00</u> hr.
Senior Inspector	\$ <u>125.00</u> hr.
Senior Engineering Technician	\$ <u>110.00</u> hr.
Drafter or CADD Operator	\$ <u>100.00</u> hr.
Clerical (Typist, Word Processor, Document Assembly, etc.)	\$ <u>79.36</u> hr.



**2022-2023**  
**PUBLISHED GEOTECHNICAL FEE SCHEDULE**  
**FOR**  
**DRILLING AND LABORATORY TESTING SERVICES**

2394 St. Johns Bluff Road, S.  
 Suite 200  
 Jacksonville, Florida 32246  
 tell (904) 641-1993

	<b>Unit</b>	<b>Cost/Unit</b>
<b>Truck Rig / ATV</b>		
Truck Mount Mobilization 0-30 Miles	Each	580.00
Truck Mount Mobilization Over 30 Miles	Mile	8.00
Mudbug/All Terrain Vehicle Mobilization 0-30 Miles	Each	875.00
Mudbug/All Terrain Vehicle Mobilization Over 30 Miles	Mile	8.50
Truck/Mud Bug and Crew (2-person)	Hour	300.00
Truck/Mud Bug and Crew (3-person)	Hour	360.00
Truck/Mud Bug and Crew Daily Rate	Day	3,500.00
Truck/Mud Bug SPT 0-50 Ft	LF	15.50
Truck/Mud Bug SPT 50-100 Ft	LF	17.50
Truck/Mud Bug SPT 100-150 Ft	LF	23.50
Truck/Mud Bug SPT 150-200 Ft	LF	30.00
Truck/Mud Bug SPT 200-250 Ft	LF	40.00
Truck/Mud Bug Extra SPT Samples 0-50 Ft	Each	42.00
Truck/Mud Bug Extra SPT Samples 50-100 Ft	Each	47.00
Truck/Mud Bug Extra SPT Samples 100-150 Ft	Each	50.00
Truck/Mud Bug Extra SPT Samples 150-200 Ft	Each	70.00
Truck/Mud Bug Extra SPT Samples 200-250 Ft	Each	80.00
Truck/Mud Bug Auger/Wash Boring 0-50 Ft	LF	12.00
Truck/Mud Bug Temp Casing 3" 0-50 Ft	LF	10.00
Truck/Mud Bug Temp Casing 3" 50-100 Ft	LF	12.00
Truck/Mud Bug Temp Casing 3" 100-150 Ft	LF	14.00
Truck/Mud Bug Temp Casing 3" 150-200 Ft	LF	16.00
Truck/Mud Bug Temp Casing 3" 200-250 Ft	LF	18.00
Truck/Mud Bug Temp Casing 4" 0-50 Ft	LF	11.00
Truck/Mud Bug Temp Casing 4" 50-100 Ft	LF	12.00
Truck/Mud Bug Temp Casing 4" 100-150 Ft	LF	15.00
Truck/Mud Bug Temp Casing 4" 150-200 Ft	LF	16.00
Truck/Mud Bug Temp Casing 4" 200-250 Ft	LF	18.00
Truck/Mud Bug Temp Casing 6" 0-50 Ft	LF	16.00
Truck/Mud Bug Temp Casing 6" 50-100 Ft	LF	17.50
Truck/Mud Bug Temp Casing 6" 100-150 Ft	LF	19.50
Truck/Mud Bug Grout Boreholes 0-50 Ft	LF	7.00
Truck/Mud Bug Grout Boreholes 50-100 Ft	LF	8.00
Truck/Mud Bug Grout Boreholes 100-150 Ft	LF	9.00
Truck/Mud Bug Grout Boreholes 150-200 Ft	LF	11.00
Truck/Mud Bug Grout Boreholes 200-250 Ft	LF	12.50
Truck/Mud Bug Undisturbed Samples 0-50 Ft	Each	160.00
Truck/Mud Bug Undisturbed Samples 50-100 Ft	Each	200.00
Truck/Mud Bug Undisturbed Samples 100-150 Ft	Each	251.00
Truck/Mud Bug Undisturbed Samples 150-200 Ft	Each	245.00
Truck/Mud Bug Rock Coring Less Than 4" ID 0-50 Ft	LF	48.00
Truck/Mud Bug Rock Coring Less Than 4" 50-100 Ft	LF	53.00
Truck/Mud Bug Rock Coring Less Than 4" 100-150 Ft	LF	58.00
Truck/Mud Bug Rock Coring Less Than 4" 150-200 Ft	LF	67.00
Truck/Mud Bug Rock Coring Less Than 4" 200-250 Ft	LF	75.00
Truck/Mud Bug Coring 4" ID & Over 0-50 Ft	LF	89.00
Truck/Mud Bug Coring 4" ID & Over 50-100 Ft	LF	99.00
Truck/Mud Bug Coring 4" ID & Over 100-150 Ft	LF	109.00
Truck/Mud Bug Coring 4" ID & Over 150-200 Ft	LF	119.00
Truck/Mud Bug Coring 4" ID & Over 200-250 Ft	LF	139.00



**2022-2023**  
**PUBLISHED GEOTECHNICAL FEE SCHEDULE**  
**FOR**  
**DRILLING AND LABORATORY TESTING SERVICES**

2394 St. Johns Bluff Road, S.  
 Suite 200  
 Jacksonville, Florida 32246  
 tel (904) 641-1993

	Unit	Cost/Unit
<b>Amphibious / Barge / Track</b>		
Amphibious Rig Mobilization	Each	10,000.00
Amphibious/Barge/Track SPT 0-50 Ft	LF	28.00
Amphibious/Barge/Track SPT 50-100 Ft	LF	34.00
Amphibious/Barge/Track SPT 100-150 Ft	LF	48.00
Amphibious/Barge/Track SPT 150-200 Ft	LF	65.00
Amphibious/Barge/Track SPT 200-250 Ft	LF	75.00
Amphibious/Barge/Track Extra SPT Samples 0-50 Ft	Each	65.00
Amphibious/Barge/Track Extra SPT Samples 50-100 Ft	Each	74.00
Amphibious/Barge/Track Extra SPT Samples 100-150 Ft	Each	95.00
Amphibious/Barge/Track Extra SPT Samples 150-200 Ft	Each	115.00
Amphibious/Barge/Track Extra SPT Samples 200-250 Ft	Each	130.00
Amphibious/Barge/Track Auger Boring/Wash Boring 0-50 Ft	LF	18.00
Amphibious/Barge/Track Temp Casing 3" 0-50 Ft	LF	17.00
Amphibious/Barge/Track Temp Casing 3" 50-100 Ft	LF	20.00
Amphibious/Barge/Track Temp Casing 3" 100-150 Ft	LF	22.00
Amphibious/Barge/Track Temp Casing 3" 150-200 Ft	LF	27.00
Amphibious/Barge/Track Temp Casing 3" 200-250 Ft	LF	42.00
Amphibious/Barge/Track Temp Casing 4" 0-50 Ft	LF	20.00
Amphibious/Barge/Track Temp Casing 4" 50-100 Ft	LF	22.00
Amphibious/Barge/Track Temp Casing 4" 100-150 Ft	LF	24.50
Amphibious/Barge/Track Temp Casing 4" 150-200 Ft	LF	25.00
Amphibious/Barge/Track Temp Casing 4" 200-250 Ft	LF	29.50
Amphibious/Barge/Track Temp Casing 6" 0-50 Ft	LF	23.00
Amphibious/Barge/Track Temp Casing 6" 50-100 Ft	LF	27.00
Amphibious/Barge/Track Temp Casing 6" 100-150 Ft	LF	34.00
Amphibious/Barge/Track Grout Boreholes 0-50 Ft	LF	10.00
Amphibious/Barge/Track Grout Boreholes 50-100 Ft	LF	11.75
Amphibious/Barge/Track Grout Boreholes 100-150 Ft	LF	13.00
Amphibious/Barge/Track Grout Boreholes 150-200 Ft	LF	15.50
Amphibious/Barge/Track Grout Boreholes 200-250 Ft	LF	17.50
Amphibious/Barge/Track Undisturbed Samples 0-50 Ft	Each	215.00
Amphibious/Barge/Track Undisturbed Samples 50-100 Ft	Each	245.00
Amphibious/Barge/Track Undisturbed Samples 100-150 Ft	Each	230.00
Amphibious/Barge/Track Rock Coring Less Than 4" ID 0-50 Ft	LF	70.00
Amphibious/Barge/Track Rock Coring Less Than 4" 50-100 Ft	LF	75.00
Amphibious/Barge/Track Rock Coring Less Than 4" 100-150 Ft	LF	85.00
Amphibious/Barge/Track Rock Coring Less Than 4" 150-200 Ft	LF	95.00
Amphibious/Barge/Track Rock Coring Less Than 4" 200-250 Ft	LF	105.00
Amphibious/Barge/Track Coring 4" ID & Over 0-50 Ft	LF	99.00
Amphibious/Barge/Track Coring 4" ID & Over 50-100 Ft	LF	115.00
Amphibious/Barge/Track Coring 4" ID & Over 100-150 Ft	LF	150.00
Amphibious/Barge/Track Coring 4" ID & Over 150-200 Ft	LF	200.00
Amphibious/Barge/Track Coring 4" ID & Over 200-250 Ft	LF	265.00



**2022-2023**  
**PUBLISHED GEOTECHNICAL FEE SCHEDULE**  
**FOR**  
**DRILLING AND LABORATORY TESTING SERVICES**

2394 St. Johns Bluff Road, S.,  
 Suite 200  
 Jacksonville, Florida 32246  
 tel (904) 641-1993

	<b>Unit</b>	<b>Cost/Unit</b>
<b>Tripod</b>		
Tripod Mount Mobilization 0 to 30 Miles	Trip	1,600.00
Tripod Mount Mobilization 30 Miles and Over	Mile	8.00
Tripod Mobilization from Hole to Hole	Each	350.00
Tripod and Crew (3-person)	Hour	370.00
Tripod and Crew Daily Rate	Day	3,000.00
Tripod Standard Penetration Test (SPT Borings)	LF	32.00
Tripod Extra Split Spoon Sample	Each	48.00
Tripod Casing to Stabilize Borehole	LF	18.50
Tripod Grouting the Borehole	LF	9.00
Tripod Undisturbed Sample-Thin Wall Shelby Tube	Each	300.00
<b>Other Services</b>		
Drill Crew Support Vehicle	Day	265.00
Support Boat & Operator Mobilization	Each	530.00
Air Boat Mobilization	Each	900.00
Hand Auger Mobilization	Each	250.00
Soil Probing 2-Person Crew	Day	1,500.00
Core Box (Cardboard)	Each	9.50
Core Box (Wooden)	Each	150.00
Sample Pick-up	Each	90.00
<b>Geophysical</b>		
Ground Penetrating Radar (GPR) Mobilization	Each	450.00
Ground Penetrating Radar (GPR)	Hour	360.00
Mobilization of Soil Electrical Resistivity Testing Equipment	Each	280.00
Electrical Resistivity Testing Daily Rate	Day	1,300.00
<b>Clearing / Site Access / Standby</b>		
Mobilization of Clearing Equipment	Each	700.00
Clearing Equipment	Day	2,100.00
Backhoe (Owned)	Day	1,200.00
Chainsaw (Owned)	Day	110.00
Dozer (Owned)	Day	1,100.00
Clearing Equip- Tractor, Bush Hog Attachment	Day	1,000.00
Clearing Equip-Skid Steer/ASV, Forest Mulching Attachment	Day	1,000.00
Clearing Equip-Skid Steer/ASV, Brush Cutter Attachment	Day	1,000.00
Weather Delay (Amphibious/Barge/Track)	Day	3,500.00
<b>Maintenance of Traffic</b>		
MOT	Day	2,150.00
MOT Mobilization	Each	200.00
MOT Arrow Board	Each	105.00
MOT Channelizing Devices – Type I, II, VP, Drum (each)	Each	10.50
MOT Light Tower	Each	175.00
MOT Off-Duty Police Officer	Hour	80.00
MOT Portable Changeable Message Sign (PCMS)	Each	200.00
MOT Portable Lighting	Each	175.00
MOT Portable Sign	Each	40.00
MOT Post Mounted Sign	Each	40.00
MOT Provide Channelizing Devices – Cone	Each	6.00
MOT Rumble Strips (SI 603) per set	Each	270.00
MOT Shadow Vehicle with Advanced Warning Arrow Board (AWA)	Hour	125.00
MOT Support Vehicle	Hour	100.00
<b>Pavement Coring</b>		
Asphalt Pavement Coring Mobilization	Each	425.00
Asphalt Pavement Coring – 4” Diameter with Base Depth Check	Each	170.00
Asphalt Pvmnt. Coring – 4” Diameter without Base Depth Check	Each	130.00
Asphalt Pavement Coring – 6” Diameter with Base Depth Check	Each	190.00
Asphalt Pvmnt Coring – 6” Diameter without Base Depth Check	Each	150.00
Concrete Coring Mobilization	Each	425.00
Concrete Pavement Coring - 4" Diameter	Each	200.00





**2022-2023**  
**PUBLISHED GEOTECHNICAL FEE SCHEDULE**  
**FOR**  
**DRILLING AND LABORATORY TESTING SERVICES**

2394 St. Johns Bluff Road, S.,  
Suite 200  
Jacksonville, Florida 32246  
tell (904) 641-1993

	<b>Unit</b>	<b>Cost/Unit</b>
Concrete Pavement Coring - 6" Diameter	Each	225.00
Patching	Each	55.00
Pavement Coring Mobilization 30 Miles and Over	Mile	8.00



**2022-2023**  
**PUBLISHED GEOTECHNICAL FEE SCHEDULE**  
**FOR**  
**DRILLING AND LABORATORY TESTING SERVICES**

2394 St. Johns Bluff Road, S.,  
Suite 200  
Jacksonville, Florida 32246  
tell (904) 641-1993

	Unit	Cost/Unit
<b>In Situ Tests</b>		
Hand Auger with DCP 0-50 ft (ASTM D1452)	LF	21.00
Hand Auger with SCP 0-50 ft (ASTM D1453)	LF	19.50
CPT Rig Mobilization	Each	2,000.00
CPT Truck/Mud Bug 0-50 Ft	LF	16.00
CPT Truck/Mud Bug 50-100 Ft	LF	17.00
CPT Truck/Mud Bug 100-150 Ft	LF	18.00
CPT Truck/Mud Bug 150-200 Ft	LF	22.00
CPT Dissipation Test	Hour	200.00
Soils Field Vane Shear Mobilization	Each	550.00
Soils Field Vane Shear Test ASTM D2573	Each	300.00
Dilatometer Sounding	Hour	250.00
Field Dynamic Cone Penetrometer Test (DCP) Hourly Rate	Hour	120.00
Vibration Monitoring	Day	985.00
<b>Wells and Permeability Tests</b>		
Double Ring Infiltration ASTM D3385	Each	570.00
Field Permeability 0-10 Ft Open-End Borehole Method	Each	400.00
Field Permeability 10-25 Ft Open-End Borehole Method	Each	455.00
Temporary Monitoring Well at 15 Ft	Each	1,000.00
Grouted Monitor Well 2in 0-50 Ft	LF	36.00
Piezometer 2" 0-50 Ft	LF	35.00
Concrete Pad & Cover for Monitoring Wells	Each	305.00
<b>Pre-Discharge Groundwater Sampling &amp; Analysis Results</b>		
Discharge Water Sampling	Each	320.00
Discharge Water Sample Analysis	Each	1,150.00
Notice of Intent (NOI) and NPDES Permit Application	Each	2,100.00
Dewatering Plan	Each	3,000.00
<b>Laboratory Tests</b>		
Lab Aggregate Total Moisture Content by Drying AASHTO T255	Each	50.00
Lab Moisture Content of Soils (ASTM D2216, AASHTO T127)	Each	22.00
Lab Moisture Content Microwave (AASHTO D4643)	Each	22.00
Lab Particle Size Hydrometer Method - ASTM D422, AASHTO T88 (Lab Grain Size Analysis)	Each	195.00
Lab Particle Size Mechanical Method - ASTM D422, AASHTO T88 (Lab Grain Size Analysis)	Each	75.00
Lab Material Finer Than No.200 Sieve	Each	48.00
Lab Liquid Limit of Soil (AASHTO T89)	Each	60.00
Lab Plastic Limit of Soil (AASHTO T90)	Each	60.00
Lab Atterberg Limits Test - ASTM D423, D424, AASHTO T90, ASTM D4318	Each	115.00
Lab Organic Content in Soils (Ignition or Combustion Method)	Each	52.00
Lab Sieve Analysis of Fine & Coarse Aggregate (AASHTO T27)	Each	80.00
Lab Hydrometer Only (AASHTO T88)	Each	140.00
Lab Dry & Moist Unit Weight	Each	60.00
Lab Specific Gravity	Each	85.00
Lab Miniature Vane Shear Test (ASTM D4648)	Each	16.00
Lab Aggregate Soundness (AASHTO T104)	Each	450.00
Lab Specific Gravity/Absorption Coarse Aggregate (AASHTO T85)	Each	85.00
Lab Soil Resistivity	Each	60.00



**2022-2023**  
**PUBLISHED GEOTECHNICAL FEE SCHEDULE**  
**FOR**  
**DRILLING AND LABORATORY TESTING SERVICES**

2394 St. Johns Bluff Road, S.,  
Suite 200  
Jacksonville, Florida 32246  
tell (904) 641-1993

	<b>Unit</b>	<b>Cost/Unit</b>
Lab Soil pH	Each	47.00
Lab Sulfate Content (ASTM 2487)	Each	75.00
Lab Chloride Content	Each	75.00
Lab Corrosion Series Test - (Environmental Corrosion)	Each	235.00
Lab Limerock Bearing Ratio Test (LBR)	Each	370.00
Lab CBR California Bearing Ratio Test (CBR)	Each	355.00
Lab Permeability (Falling Head) (ASTM D5084-16a)	Each	370.00
Lab Permeability (Constant Head) (ASTM D2434-19)	Each	370.00
Lab Flexible Wall Permeability (ASTM D5084)	Each	450.00
Lab Pocket Penetrometer Test	Each	13.00
Lab Undisturbed Sample Extrusion	Each	100.00
Lab Unconfined Compressive Strength of Concrete Cores ASTM C-138	Each	70.00
Lab Unconfined Compressive Strength of Cohesive Soil ASTM D-2166	Each	150.00
Lab Unconfined Compressive Strength of Intact Rock Cores (ASTM D 7012)	Each	160.00
Lab Splitting Tensile Strength of Intact Rock Cores (ASTM D 3967)	Each	150.00
Lab Consolidation (ASTM D2435-2011)	Each	530.00
Lab Consolidation Additional Increments (AASHTO T216)	Each	180.00
Lab Direct Shear Consolid Drained/Point (FM 3-D3080)	Each	320.00
Lab Unconsolidated Undrained Triaxial (per Confining Stress) (UU)	Each	300.00
Lab Consolidated Undrained Triaxial (per Confining Stress) - ASTM D4767, AASHTO T 297 (CU)	Each	525.00
Lab Consolidated Drained Triaxial (per Confining Stress) - ASTM D7181 (CD)	Each	525.00
Lab Standard Proctor Moist.-dens. 5.5 lb-12" drop	Each	140.00
Lab Modified Proctor Moist.-dens. 10 lb-18" drop	Each	140.00
Lab Bulk Specific Gravity of Asphalt (FM 1-T166)	Each	60.00
Lab Asphalt Content (FM 5-563)	Each	145.00
Lab Asphalt Gradation (FM 1-T030)	Each	100.00
Lab Asphalt Los Angeles (LA) Abrasion Coarse Aggregate (FM 3-C535)	Each	450.00
Lab Asphalt Los Angeles (LA) Abrasion Small Aggregate (FM 1-T096)	Each	425.00
Lab Concrete Beam Flexural Testing (ASTM C78)	Each	55.00
Lab Concrete Compressive Strength of Grout\Mortar (ASTM C109)	Each	29.00
Lab Concrete Cylinder Curing, Capping & Breaking (ASTM C39)	Each	37.00
Lab Concrete Drilled Cores & Sawed Beams (ASTM C42)	Each	45.00
<b>Per Diem</b>		
Per Diem 1 Man Crew	Day	200.00
Per Diem 2 Man Crew	Day	400.00
Per Diem 3 Man Crew	Day	600.00

**EXHIBIT "C"**  
**COUNTY'S REQUEST FOR QUALIFICATIONS**  
**NASSAU COUNTY**  
**FLORIDA**



**NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS**

**REQUEST FOR QUALIFICATIONS (RFQ)**

**CONTINUING CONTRACT FOR  
PROFESSIONAL GEOTECHNICAL AND MATERIAL TESTING  
SERVICES**

**RFQ NO. NC23-016**

**PROPOSALS ARE DUE NOT LATER THAN**

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

## **TABLE OF CONTENTS**

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

### **ATTACHMENTS**

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

## **SECTION 1: 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 Geological and Material Testing Services in Nassau County, Florida, on a Continuing as-needed basis.

## **SECTION 2: SCOPE OF SERVICES**

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

### **2.1 Professional Services to be provided may include, but are not limited to:**

The County is seeking proposals from qualified firm(s) to perform Countywide Geotechnical and Material (soil and/or lab) Testing Services. Geotechnical and Material Testing Services are required for proper pre-planning of construction projects for the County. Many of the County's projects will require, during one time or another, a geotechnical, soils or lab testing report to validate either the County's Engineer's or any Architect's or Engineer of Record recommendations as to any site, building or any other project's unknown characteristics and/or contamination assessment, remediation recommendation and reporting. Through the issuance of this RFQ the County will be able to adequately plan and incorporate geotechnical and material testing services as part of the pre-construction preparatory work, which is a phase of every County construction project. In addition, the Geotechnical firm(s) would provide personnel that are qualified, trained and thoroughly familiar with the County's and State's rules, policies, and procedures in inspection, sampling testing, and reporting various areas and stages of construction. The ability to have a list of Geotechnical firms to be contacted on an as needed basis would enable the County to utilize these services when the need arises. It is the intent of the County to select several firms under this RFQ, which will be contacted on an as needed basis.

### **2.2 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 orders for specific projects and assignments to the Consultant(s).

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

### **2.3 Term of Agreement/Contract**

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

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

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

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

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

## **SECTION 3: FIRMS QUALIFICATIONS AND EXPERIENCE**

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

## **SECTION 4: INSTRUCTIONS AND INFORMATION TO RESPONDENTS**

### **4.1 TENTATIVE 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).

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

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

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

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

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

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

**4.5 PROPOSALS AND PRESENTATION COST:** The County will not be liable in any way for any cost incurred by the Respondent in the preparation of their proposal in response to this RFQ nor for the presentation of their proposals or participation in any discussions or negotiations.

- 4.6 RESPONSE FORMAT.** To facilitate and expedite review, the County asks that all Respondents follow the response format outlined below. Failure to submit your response in the format requested may result in the reduction of your overall evaluation score. To assist you in preparing your response, the County's selection procedures are also described herein. Please abide by all requirements set forth to avoid any risk of disqualification.

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

**TAB 1 – Cover Letter**

Provide a cover letter signed by an authorized representative of your firm that can legally bind the company and provide, his/her title, address, phone number, and email address. Provide a positive commitment to perform the required work. Proposer should also provide the primary contact person for this solicitation including his/her title, phone number, and email address. A table of contents should follow the cover letter.

**TAB 2 – Table of Contents**

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

**TAB 3 – Team Organization, Experience and Qualifications**

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

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

**TAB 4 – Project Understanding, Approach and Methodology**

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

Describe the firm's approach in developing cost estimates for each project and provide information regarding any proposed innovative concepts that may enhance value and quality, any favorable cost containment approaches or additional or alternative ideas that may be successful if implemented by Nassau County.

Proposer should submit detailed information on the approach and methodology used on similar past projects, as applicable, for the following:

**Geotechnical Services**

- Previous Construction Activity and Existing Fill
- Subsurface Conditions
- Site Preparation Recommendations
- Compaction Requirements
- Foundation Reporting
- Slope Stability and Excavations
- Excavation Requirements
- Dewatering
- Corrosion Potential and Chemical Attack to Concrete
- Pavements and Roadway
- Roadway Reports

### **Materials Testing, Inspection, and Reporting**

- Bituminous Construction Materials
- Sand, Coarse Aggregate, Lime rock and Cemented Coquina Mine Inspection
- Base, Sub-Grade and Embankment Materials
- Pavement Parking Materials
- Precast Concrete Products
- Pre-Stressed Concrete Products
- Drilled Shaft Inspection
- Laboratory Information Management System (LIMS) Data Entry
- Pavement Coring Reporting (PCR) Data Entry
- Consultant Contract Project Management
- Construction Materials Investigations, Special Studies & Projects
- Miscellaneous Construction Related Activities
- Asphalt Concrete Inspection/Evaluation
- Laboratory Services
- Quality Control Program

### **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.

- 4.7** It is expressly understood that the Board's preference/selection of any proposal does not constitute an award of a Contract with the County. It is further expressly understood that no Contractual relationship exists with the County until a Contract has been formally executed by both the County, and the selected Firm. It is further understood, no Firm may seek or claim any award and/or reimbursement from the County for any expenses, costs, and/or fees (including attorneys' fees) borne by any Proposer, during the entire RFQ process. Such expenses, costs, and/or fees (including attorneys' fees) are the sole responsibility of the Proposer.
- 4.8** **Public Entities Crimes.** A person or affiliate who has been placed on the convicted Vendors list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contactor, supplier, subcontractor, or Proposer under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted Vendor list. By signature on this solicitation and confirmation on the attached form, proposer certifies that they are qualified to do business with Nassau County in accordance with Florida Statutes.
- 4.9** The Firm, by submission of their proposal, warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the

Proposer to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Proposer any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of this provision, the County shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

## **SECTION 5. EVALUATION/SELECTION PROCESS**

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

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

- 5.4** The County reserves the right to make selections based on the submittals only or to request oral presentations or questions/answer sessions with the top ranked firms before determining the final ranking.
- 5.5** If the County request oral presentations from the top ranked firms, a separate evaluation process will be conducted. Any scores from the initial evaluation process for short-ranking purposes will not be used or added to the oral presentation scoring. The evaluation criteria and scoring that will be used for the ranking of the oral presentations will be provided prior to the presentation date.



## **SECTION 6. CONTRACT PROCEDURES**

- 6.1 Presentation to the Board:** The Procurement Department shall submit an agenda item for presentation to the Nassau County Board of County Commissioners requesting consideration and approval to award based on the recommendation of the evaluation committee according to the overall ranking and authorization to negotiate a contract with the top-ranked firms.
- 6.2 Competitive Negotiations:** Approval of the recommendation to award by the Nassau County Board of County Commissioners will constitute authorization to negotiate with the top-ranked firm. The proposal package, signed by the successful proposer, along with documentation included in the proposal as required by this RFQ and other additional materials submitted by the proposer, and accepted by the County, shall be the basis for negotiation of a contract. Nassau County shall negotiate a contract with the top ranked firms for professional services at compensation which Nassau County determines is fair, competitive, and reasonable. The firm receiving the award shall be required to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. During contract negotiations, the County will negotiate fee schedules with the goal of establishing standardized rates. The Board of County Commissioners will have final approval of the terms negotiated.
- 6.3 Unable to Negotiate:** Should Nassau County be unable to negotiate a satisfactory contract with the top ranked firm, negotiations with that firm must be formally terminated. The County shall then undertake negotiations with the second ranked firm. Failing accord with the second ranked firm, the agency must terminate negotiations. The County shall then undertake negotiations with the third ranked firm. Should the County be unable to negotiate a satisfactory contract with any of the selected firms, the County shall select additional firms in the order of their competence and qualification and continue negotiations in accordance with this paragraph until an agreement is reached, or the County reserves the right to terminate all negotiations and reissue a new Request for Qualifications.

## **SECTION 7. STANDARD CONTRACT TERMS FOR PROFESSIONAL SERVICES**

### **7.1 COMPENSATION**

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

**The Remainder of the This Page Intentionally Left Blank**

**ATTACHMENT "A"**  
**ADDENDA ACKNOWLEDGMENT**

<p>Acknowledgment is hereby made of receipt of addenda issued during the solicitation period.</p> <p><b>SOLICITATION NUMBER:</b> NC22-016-RFQ</p>	<p>Addendum # _____ through # _____</p> <p>Date:</p>
<p>Signature of Person Completing:</p>	
<p>Printed Name:</p>	<p>Title:</p>

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

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

TO BE RETURNED WITH BID

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

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

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

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

State of: \_\_\_\_\_

County of: \_\_\_\_\_

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

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

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

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

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

[Remainder of the page intentionally blank.]

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

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date Signed

State of: \_\_\_\_\_

County of: \_\_\_\_\_

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

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_





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

John Martin  
Aaron C. Bell  
Jeff Gray  
Thomas R. Ford  
Klynt Farmer

Dist. No. 1 Fernandina Beach  
Dist. No. 2 Amelia Island  
Dist. No. 3 Yulee  
Dist. No. 4 Bryceville/Hilliard  
Dist. No. 5 Callahan/West Yulee

JOHN A. CRAWFORD  
Ex-Officio Clerk

DENISE MAY  
County Attorney

TACO E. POPE, AICP  
County Manager

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

Project Name: \_\_\_\_\_

Bid No./Contract No.: \_\_\_\_\_

### DEFINITIONS:

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

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

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

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

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

**(904) 530-6100**

***An Affirmative Action / Equal Opportunity Employer***

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

**CONTRACT TERMINATION:**

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

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

[Remainder of the page intentionally blank.]

**EXHIBIT "A"**

**CONTRACTOR E-VERIFY AFFIDAVIT**

I hereby certify that \_\_\_\_\_(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: \_\_\_\_\_

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”)

**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: \_\_\_\_\_



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,

**ATTACHMENT "F"**  
**GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS**

**COMMERCIAL GENERAL LIABILITY INSURANCE**

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

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

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

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

**WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE**

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

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

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

Part Two – Employer's Liability Insurance

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

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

**AUTOMOBILE LIABILITY INSURANCE**

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

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

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

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

**PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)**

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

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

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

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

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

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

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

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

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

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

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

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

**ATTACHMENT “G”  
FEDERAL PROVISIONS**

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

1. **Drug Free Workplace Requirements:** All contractors entering into Federal funded contracts over the simplified acquisition threshold (as defined at 41 U.S.C. § 134) must comply with the Drug Free Workplace Act of 1988 (41 U.S.C. 8102), which requires the contractor to take certain actions to provide a drug-free workplace.
2. **Davis-Bacon Act:** If applicable, the contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. §§ 3141-3144 and 3136-3148), and to require all of its contractors performing work under this Agreement to adhere to same. The CONSULTANT are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the CONSULTANT are required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the contractor shall place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation documents. The decision to award a contract shall be conditioned upon the acceptance of the wage determination. The CONSULTANT must report all suspected or reported violations of the Davis-Bacon Act to the County.
3. **Copeland Anti Kick Back Act:** CONSULTANT shall comply with all the requirements of the Copeland Anti-Kickback Act (18 U.S.C. § 874 and 40 U.S.C. § 3145, as supplemented by Department of Labor regulations at 29 CFR Part 3), which are incorporated by reference to this Agreement. CONSULTANT are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.
4. **Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701–3708):** Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. § 3702 of the Act, each CONSULTANT is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
5. **Debarment and Suspension (Executive Orders 12549 and 12689):** A contract award (see 2 CFR 180.220) must not be made under this Agreement to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR part 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The CONSULTANT shall certify compliance. The CONSULTANT further agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts, which

shall read as follows:

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

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

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

12. **E-Verify:** Enrollment and verification requirements:

- a. If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall:
  - i. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award;
  - ii. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,
  - iii. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee’s assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.).
- b. If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of:
  - i. All new employees:
    1. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
    - ii. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
    - iii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.).
- c. If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State 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



**ATTACHMENT "H"**  
**EXPERIENCE OF RESPONDENT**

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

1. **FIRM NAME:** \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Name of primary contact responsible for work performance: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_

2. **INSURANCE:**

Surety Company: \_\_\_\_\_

Agent Company: \_\_\_\_\_

Agent Contact: \_\_\_\_\_

Total Bonding Capacity: \$ \_\_\_\_\_ Value of Work Presently Bonded: \$ \_\_\_\_\_

3. **EXPERIENCE:**

Years in business: \_\_\_\_\_

Years in business under this name: \_\_\_\_\_

Years performing this type of work: \_\_\_\_\_

Value of work now under contract: \_\_\_\_\_

Value of work in place last year: \_\_\_\_\_

Percentage (%) of work usually self-performed: \_\_\_\_\_

Name of subvendors you may use: \_\_\_\_\_

Has your firm: Failed to complete a contract: \_\_\_ Yes \_\_\_ No

Been involved in bankruptcy or reorganization: \_\_\_ Yes \_\_\_ No

Pending judgment claims or suits against firm: \_\_\_ Yes \_\_\_ No

4. **PERSONNEL**

How many employees does your company employ:

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

**5. WORK EXPERIENCE:**

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

Reference #1:

Company/Agency Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contract Person: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Project Description: \_\_\_\_\_

Contract \$ Amount: \_\_\_\_\_

Date Completed: \_\_\_\_\_

Reference #2:

Company/Agency Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contract Person: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Project Description: \_\_\_\_\_

Contract \$ Amount: \_\_\_\_\_

Date Completed: \_\_\_\_\_

Reference #3:

Company/Agency Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contract Person: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Project Description: \_\_\_\_\_

Contract \$ Amount: \_\_\_\_\_

Date Completed: \_\_\_\_\_

**REMINDER:**

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

ATTACHMENT "I"

**CONTRACT FOR \*\*\*\*\* SERVICES**

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

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

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

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

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

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

**SECTION 2. Receiving/Payment/Invoicing**

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

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

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

**SECTION 3. Acceptance of Services and/or Materials**

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

**SECTION 4. Firm Prices**

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

**SECTION 5. Fund Availability**

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

**SECTION 6. Expenses**

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

## **SECTION 7. Taxes and Liens**

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

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

## **SECTION 8. Laws Governing this Contract**

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

## **SECTION 9. Changes**

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

## **SECTION 10. Modifications**

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

## **SECTION 11. Assignment & Subcontracting**

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

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

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

#### **SECTION 12. Severability**

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

#### **SECTION 13. Termination for Default, Fraud or Willful Misconduct**

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

#### **SECTION 14. Termination for Convenience**

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

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

**SECTION 15. Force Majeure**

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

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



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

#### **SECTION 16. Access and Audits**

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

#### **SECTION 17. Vendor Responsibilities**

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

#### **SECTION 18. Public Emergencies**

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

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

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

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

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

**SECTION 20. Probationary Period**

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

**SECTION 21. Independent Vendor Status**

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

**SECTION 22. Indemnification and Insurance**

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

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

**SECTION 23. Dispute Resolution**

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

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

#### **SECTION 24. E-Verify System**

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

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

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

**SECTION 25. Public Records**

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

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

or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**SECTION 26. Request for Records; Noncompliance**

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

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

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

**SECTION 27. Civil Action**

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

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

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

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

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

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

**SECTION 29. Entire Agreement**

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

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

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

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**Attest as to authenticity of the  
Chair’s signature:**

\_\_\_\_\_  
**JOHN A. CRAWFORD**  
Its: **Ex-Officio Clerk**

Approved as to form and legality by the  
Nassau County Attorney

\_\_\_\_\_  
DENISE C. MAY

**UNITED BROTHERS DEVELOPMENT  
CORPORATION**

\_\_\_\_\_  
By:

\_\_\_\_\_  
Its:

\_\_\_\_\_  
Date:

DRAFT



# EXHIBIT "D" VENDOR'S RESPONSE



# NASSAU *County*

CONTINUING CONTRACT FOR  
PROFESSIONAL GEOTECHNICAL AND  
MATERIAL TESTING SERVICES

RFQ NO: NC23-016



**Submitted for:**  
Board of County  
Commissioners,  
Nassau County

February 16, 2023

# CSIGeo

Geotechnical • CMT • CEI



February 16, 2023

Nassau County Board of County Commissioners  
 c/o John A. Crawford, Ex-officio Clerk  
 Robert M. Foster Justice Center  
 76347 Veterans Way, Suite 456  
 Yulee, Florida 32097

**RE: Request for Qualifications – Continuing Contract for Professional Geotechnical and Material Testing Services - BID No. NC23-016**

CSI Geo, Inc. (CSI Geo), a FDOT certified DBE firm, is pleased to submit our interest and qualifications to provide **Continuing Contract for Geotechnical and Material Testing Services** to Nassau County. The staff at CSI Geo has been providing quality geotechnical engineering, construction material testing (CMT), and construction engineering inspection (CEI) services for over two decades throughout the state of Florida for various municipalities including Nassau County. Additionally, some of the work that we have performed for the FDOT has taken us to various locations throughout Nassau County and surrounding areas. We are confident that we can provide to the County and its residents sound geotechnical and CMT services that will be performed on time and within budget.

**FIRM'S LOCATION**

2394 St. Johns Bluff Road, South, # 200  
 Jacksonville, Florida 32246  
 Ph: (904) 641-1993  
 Fx: (904) 645-0057

**PRIMARY CONTACT**

William R. Price  
 President, CEO  
 wprice@csi-geo.com

The staff at CSI Geo, Inc. has been providing construction engineering and inspection services for over 20 years. We know that our team is more than qualified to perform the required services for this project. We can offer Nassau County the following:

- **Community Relations:** With an understanding of the importance of maintaining positive community relations, our team will work hard to ensure that the traveling public and affected residents are kept thoroughly informed of the project's progress. Keeping positive public perception is an important detail of any construction project.
- **Experience:** Our Project Manager/Senior Geotechnical Project Engineer, Mr. John Iya, PE, brings over 28 years of experience in geotechnical engineering and quality assurance/quality control. Mr. Iya will be assisted by Mr. Jason Valeria, PE, Geotechnical Department Manager with 15 years of experience and Mr. Liam Capstick, PE, Construction Materials Testing Department Manager with 10 years of experience.
- **Staff Ability:** CSI Geo invests heavily in personnel training, including acquiring certifications and encouraging continuing education for our engineers, technicians, and inspectors beyond the requisite minimums.

**CSI Geo, Inc.**

2394 St. Johns Bluff Road S, #200 • Jacksonville, Florida 32246 • 904.641-1993





CSI Geo staff has provided excellent services on similar projects with several local municipal governments including Putnam County, St. Johns County, Jacksonville Electric Authority, Florida Department of Transportation, District 2, Jacksonville Transportation Authority, and City of Jacksonville. Over the years, we have established a reputation of meeting project deadlines, and have maintained a highly motivated staff to meet challenging schedules that arise during

various phases of engineering inspection projects. Our staff has the ability to effectively coordinate with the FDOT, the County, and the public, as well as the ability to meet budget limitations to ensure that quality work is completed in a timely and cost-effective manner. The staff of CSI Geo is well organized and has a detailed knowledge of the various involved agencies' protocols.

Why select the CSI Geo Team?

- We are committed to providing Nassau County with the best possible Geotechnical Engineering and Construction Materials Testing (CMT) services
- We have an exemplary professional team with a strong reputation for service, selected to provide proven professional services to the County
- Our project team members are thoroughly familiar with the local area, its characteristics, and conditions - our personnel have worked on similar projects throughout northeast Florida and are adept at smoothly coordinating all aspects of the project to the client's satisfaction

**FDOT Pre-qualifications:** CSI Geo is pre-qualified for the required work types **9.3, 10.1, 10.3, and 10.4.**

We are confident you will find this proposal demonstrates our thorough understanding of the project and our ability and strong commitment to carry out all contract requirements. We appreciate your time and consideration in reviewing our proposal and we look forward to working with the County to bring this contract to a successful conclusion.

Respectfully,  
**CSI GEO, INC.**

William R. Price  
President, CEO



## 2. TABLE OF CONTENTS

	Page
<b>3. Team Organization, Experience and Qualifications</b>	<b>4</b>
A. Firm Description	4
B. Firm’s Years of Experience and Project Experience	4
C. Project Team	8
D. Innovative Technology-Based Capacities and Examples	29
E. Knowledge and Compliance with State and Locals Laws	29
<b>4. Project Understanding, Approach and Schedule</b>	<b>30</b>
<b>5. References</b>	<b>41</b>
<b>6. Current Workload</b>	<b>45</b>
<b>7. Technology</b>	<b>46</b>
<b>8. Hourly Rate Schedule</b>	<b>47</b>
<b>9. Attachments/Administrative Information</b>	<b>48</b>
Attachment A - Addenda Acknowledgment	
Attachment B - Public Entity Crimes Sworn Statement	
Attachment C - Drug Free Workplace Certificate	
Attachment D - E-Verify Affidavit	
Exhibit “A” Contractor E-Verify Affidavit	
Exhibit “B” Subcontractor E-Verify Affidavit	
Attachment E - Insurance Requirements	
Attachment F - Applicable Federal Provisions	
Attachment G - Experience Of Responder	
Attachment H - Draft Contract	



### 3. Team Organization, Experience and Qualifications

#### A. Firm Description

CSI Geo has been providing Geotechnical Engineering, CMT, and Construction Engineering Inspection (CEI) services.

CSI Geo's geotechnical experience extends from bridges over the St. Johns River (Florida's largest) to cargo port docks, levees, dams, major roadways, site/civil projects, water/wastewater systems, and everything in between. Our familiarity with geotechnical software programs allows us to analyze geotechnical problems from different perspectives. Amongst the programs we regularly use are LPILE, FBPIER, FB-DEEP, PCSTABL, RESTAB6, PLAXIS, SEEPW, SLOPEW, PONDSD, CWALSHT, SPW911, SHAFT98, DRIVEN and SPT97. CSI Geo has pushed the envelope to perfect the science of subsurface soil exploration and evaluation of subsurface conditions that involve performing subsurface borings and the classification of soils, measuring of groundwater levels, muck probing and the review of soil survey maps. CSI Geo also performs laboratory testing of materials, engineering analysis of soil conditions, slope stability and seepage analyses and design.

Our expertise allows us to provide clients with recommendations for design, site preparation and earthwork, as well as the preparation of construction plans and specifications. Design experience includes design and inspection of drilled shafts, driven piles, auger cast piles, cantilevered and anchored sheet pile walls, sound barrier walls, retaining wall systems, pavement design, ground improvement techniques, shallow foundations, seepage and slope stability, groundwater modeling and Evaluation Reports. Our highly-qualified engineers, laboratory technicians, drillers, and management provide the necessary expertise for all geotechnical related tasks. Our soils and materials testing laboratory is certified by the USACE, CMEC, AASHTO, and FDOT. Our staff has extensive design and testing experience on FDOT and JTA projects and understands the concerns and requirements associated with such work. We are very familiar with JTA, JEA, and FDOT policies and procedures including Contractors Quality Control and MAC, and we promote a team concept on all of our assignments.

#### B. Firm's Years of Experience and Project Experience

In business since 2007, CSI Geo has become one of the leading SBE, MBE, DBE, and JSEB in the southeastern United States. CSI Geo is a **Jacksonville**, Florida based multi-disciplined Geotechnical, CMT and CEI consulting firm with branch offices in **West Palm Beach, Atlanta, and Augusta**.

William "Bill" Price founded both CSI Geo, Inc. in 2007 and Civil Services, Inc. (CSI) in 1989 in Jacksonville, Florida. Mr. Price's composed, well-respected leadership and philosophy that guided CSI to its accomplishments and success has been migrated to the highly qualified professionals and technical staff of CSI Geo. Our total independent ownership has complimented our services for inspection, design, material testing, and constructability reviews, etc. in Nassau County and the Southeast. He also knows the pulse of Nassau County by being on several American Beach Community boards and shares his interest in the North Florida Land Trust.



CSI Geo is headquartered in Jacksonville, Florida, and is composed of over 40 highly qualified engineers, inspectors, technicians, and managers. Since CSI Geo's conception our organization and structure has been based on a foundation of three major departments providing construction engineering inspection, QA/QC construction materials testing, and geotechnical services. CSI Geo's experience with construction inspection and evaluation of transportation conditions extends from rural county roadways and bridges over the St. Johns River to cargo port docks, levees, major roadways, site/civil projects, trails/parks, and water/wastewater systems. Our construction inspection and construction management experience include inspection of asphalt and concrete paving, drilled shafts, driven piles, auger cast piles, cantilevered and anchored sheet pile walls, sound barrier walls, retaining wall systems, ground improvement program and installation, shallow foundations, and backfill embankments for slope stability. We have a fully equipped in-house soils, concrete, and asphalt testing laboratory, **certified by FDOT, AMRL/CCRL/AASHTO, and USACE.**

#### **AWARDS & ACCOMPLISHMENTS**

Over the years, CSI Geo has built lasting relationships with agencies and their staff, public officials, board members, committees, and the general public. We would not have been able to build these relationships without the ability to communicate and work effectively with individuals on a daily basis. As mentioned, most of our business comes from repeat clients who keep returning, not only for the ability to produce good work, but also for our capability to work productively with others.

- CSI Geo was awarded the Society of American Military Engineers "Small Business Firm of the Year".
- CSI Geo is ranked in the top "25 Engineering Firms" in Jacksonville and the surrounding area in 2020 by the Jacksonville Business Journal.
- For the Minority Enterprise Development (MED) Week we were awarded "Minority Entrepreneur of the Year".
- We were named SFWMD's "Minority Business of the Year.
- Moreover, we were one of the Jacksonville Business Journal Winners for "Best Place to Work".

*"CSI Geo has consistently completed their assignments on time and within budget. Their service to the District has always been professional and courteous, and the quality of their work has been outstanding. CSI Geo has been very responsive in providing support to the diverse project needs of the district".* William R. Cote, PE, Supervising Professional Engineer, Dpt. Of Water Resources/Division of Engineering, SJRWMD

*"CSI Geo has demonstrated exceedingly reasonable and cooperative behavior and has performed exceptionally well for maintaining effective business relations and customer satisfaction."* Kimberly Brooks-Hall, Chief, Technical Services Branch, USACE



21 West Church Street  
Jacksonville, Florida 32202-3139

September 29, 2022



E L E C T R I C

W A T E R

S E W E R

To Whom it may concern:

JEA selected CSI GEO to perform Professional Geotechnical and Material Field Laboratory Testing and Inspection Services, on an as-required and on-call basis, for various construction and maintenance projects within JEA's service area. They were required to have the ability to provide complete testing services for compaction testing of embankments, filter material, pipe trenches, structure backfills, road sub-grade, road sub-base courses, road base course, etc., by both qualified personnel and equipment in the field and laboratory.

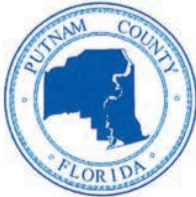
JEA Delivery & Collection crews work 24-hours per day to maintain reliable water and sewer service to a territory that completely covers Duval County and extends into the surrounding Clay, Nassau, and St. Johns counties. CSI-GEO crews respond to both planned and unplanned JEA utility work within this service territory.

Since September 2019, CSI-GEO has completed over 1,190 site visits and reported more than 3,300 density tests on water and sewer pipeline projects. As a result of their performance, their contract has been renewed for an additional year. Please tell me if I can provide any additional information regarding the services CSI-GEO has provided to JEA.

Sincerely,

Justin B. Sencer, P.E.  
JEA Water & Wastewater and Reuse  
Delivery and Collection – PSSC  
2434 N Pearl Street  
Jacksonville, FL 32206  
Tel: (904) 665-6826  
Email: sencjb@jea.com





Putnam County  
Department of Public Works  
P. O. Box No. 310  
223 Putnam County Boulevard  
East Palatka, FL 32131  
Phone: (386) 329-0346 Fax: (386) 329-0340

February 4, 2020

To Whom It May Concern:

It is my pleasure to offer this letter of recommendation for CSI Geo, Inc. The CSI Geo staff has provided quality services over the past seven (7) years to Putnam County Public Works Department that includes geotechnical engineering, construction materials testing and construction engineering inspection for multiple projects within Putnam County.

The staff at CSI Geo, Inc. has most recently completed work on our FDOT SCOP funded Ashley Lake Drive and Boulevard Phase I, dirt to pavement reconstruction project FIN 436460-1. Construction estimate \$1,163,789.86. St Johns Avenue Resurfacing, which was a FDOT SCOP FIN 440003-1, construction estimate of \$385,000.00. Projects currently under construction to be completed in approximately six months are County Road 207A Bridge construction. This project consists of removing a double box culvert and constructing a triple span bridge over Dog Branch Creek in East Palatka. construction estimate \$1,300,000.00. This project is a State Legislative funded project thru Florida State Representative Bobby Payne's office. And finally, FDOT SCOP funded Ashley Lake Drive Phase II dirt to pavement reconstruction project, FIN 436460-2, construction estimate \$1,297,253.00.

CSI Geo, Inc. has consistently completed contracts on time and within budget. CSI Geo's experienced staff has been courteous, responsive, and professional. The quality of work has always been outstanding, and the staff goes above and beyond to stratify issues that arise.

I am pleased to recommend CSI Geo, Inc. for any future project.

Sincerely,

Michael Nimitz  
Interim Public Works Director



### C. PROJECT TEAM

CSI Geo is proud to be comprised of over 40 experienced, talented individuals that will be using their skills for this contract for the County. The staff at CSI Geo has extensive experience, local knowledge and familiarity with Nassau County. Our staff is available to start work on this contract upon Notice to Proceed.

#### KEY PERSONNEL

**John Iya, PE:** Project Manager - Senior Geotechnical Engineer / [jiya@csi-geo.com](mailto:jiya@csi-geo.com)

Mr. Iya has worked as senior geotechnical project engineer and assistant project manager for a wide variety of projects at the local, state, and federal government levels, as well as commercial for a total of 28 years. Projects have included roadways and bridges, water treatment plants, sewer and water supply lines, commercial and residential structures, port/coastal facilities, recreational facilities/parks, wetland restoration projects, and canal dredging. Much of his engineering time has been dedicated to embankment analysis and design for FDOT/Local Transportation Projects, Florida Water Management Districts, USACE Jacksonville and New Orleans Districts, FDOT, and municipal entities.

**Jason Valeria, PE:** Geotechnical Department Manager – Senior Geotechnical Engineer / [jvaleria@csi-geo.com](mailto:jvaleria@csi-geo.com)

Mr. Valeria has over 15 years of experience in civil, environmental, and geotechnical engineering projects. He has served as a geotechnical engineer for a variety of projects at the local, state, and federal government levels, as well as commercial. These projects have included roadways, embankments, bridges, levees and dams, floodwalls and floodgates, water treatment plants, sewer/water supply lines, commercial/residential structures, port/coastal facilities, and aviation facilities. Jason has successfully managed projects that include extensive pavement and depression surveys, advanced laboratory testing, shallow foundations, ground improvement, driven piles, drilled shafts, auger cast piles, dynamic load testing, static load testing, earth retention structures, and earthen embankments. He has provided services including review of plans and specifications, review of pile installation plans, review of PDA testing and data, driving logs and WEAP analysis, static load test monitoring, preparing driving criteria letters and foundation certifications, and post-design monitoring of ground improvement techniques. Mr. Valeria's strong technical background is complemented by his wide familiarity with market software for engineering analysis and design. Among these are Seep/W, Slope/W, Sigma/W, FB-Deep, FB-MultiPier, Driven 1.2, EMBANK, CWALSHT, SPW911, LPILE, GRLWEAP, and MathCAD

**Liam Capstick, PE:** CMT Department Manager / [lcapstick@csi-geo.com](mailto:lcapstick@csi-geo.com)

Mr. Capstick has over 10 years of experience in Construction Materials Testing (CMT) and Geotechnical Engineering. He has experience providing CADD and engineering analysis for commercial CMT and Geotechnical projects. This has included inspection of concrete foundations and walls, and aggregate piers. With CSI Geo he has served as a Geotechnical Engineer for a variety of projects for municipal, state, and federal governments and agencies, in addition to commercial clients. These projects have included roadways, embankments, bridges, levees, stormwater retention facilities and culverts, signal and sign structures, sewer/water supply lines, commercial



structures, port/coastal facilities, and aviation facilities. The features of these projects have included shallow foundations, deep foundations, geosynthetic reinforced slopes, and mechanically stabilized earth structures.

As the CMT Department Manager, he is currently responsible for managing and overseeing all aspects of CMT testing and inspections, including field and laboratory testing of soil, aggregates, asphalt, and concrete, pile driving and drilled shaft field inspections, and asphalt quality control testing. He oversees our materials testing laboratory to characterize soils and pavement materials during and after construction, including construction acceptance tests on existing and proposed subgrade soils, aggregate subbase, base course materials, asphalt pavements, and concrete pavements.

**Rashmi Kola, PhD, PE:** Laboratory Manager/Geotechnical & Materials Engineer / [Rkola@csi-geo.com](mailto:Rkola@csi-geo.com)

Dr. Kola has 5+ years of experience in pavement and construction materials. She has performed advanced pavement analysis and simulations for the projects at Federal Aviation Administration (FAA)'s National Airport Pavement Test Facility (NAPTF) and National Airport Pavement and Materials Research Center (NAPMRC). Her work also included conducting laboratory and field data analysis and preparing high quality technical reports for the Federal Aviation Administration (FAA) Airport Technology Research & Development Branch (ATRD).

Dr. Kola is responsible for maintaining and updating Quality Management System (QMS) in accordance with the requirements of AASHTO R-18. Dr. Kola is also responsible for compiling and reviewing laboratory reports, maintaining the laboratory in compliance with the standards established by ASTM and/or AASHTO accreditation, and overseeing the maintenance and calibration of the laboratory equipment.

**Olia Lloyd:** Field Operations Manager / [olloyd@csi-geo.com](mailto:olloyd@csi-geo.com)

Mr. Lloyd's has over 17 years of experience including quality control testing and inspection services for laboratory concrete and soils testing, as well as assuring compliance with applicable specifications, standards, and drawings. His background also includes asphalt paving, concrete paving, storm drainage and utility line installations, box culverts, bridges and bridge structures, as well as earthwork inspection and testing. He is very familiar with all aspects of construction inspection and provides project management assistance.

**Nader Amer, PhD, EI:** Project Geotechnical Engineer / [namer@csi-geo.com](mailto:namer@csi-geo.com)

Dr. Amer has over 13 years of experience in civil and geotechnical engineering, construction management, and materials testing services. Dr. Amer has been involved with geotechnical studies for roadways, railroad bridges, commercial projects, and underpinning and foundation restorations. He has performed several piling design, testing, and inspection projects for railroad bridges in several States for FEC, CSX, NS, and INRD. He has managed, inspected, and provided technical review along with providing recommendations for foundation repair for high mast arm structures and bridge piers. Dr. Amer has also been involved with several concrete piling and



roadway evaluations using non-destructive testing (NDT) methods such as ground penetrating radar (GPR) and ultrasonic pulse velocity (UPV).

**Bryan Mendoza, EI:** Project Geotechnical Engineer / [bmendoza@csi-geo.com](mailto:bmendoza@csi-geo.com)

Mendoza has over 8 years of extensive experience performing and supervising geotechnical laboratory tests including index testing for moisture content, organic content, percent fines, full gradation, and Atterberg limit. In addition, he is proficient in the extraction of undisturbed samples for running consolidation tests as well as classification of soil samples, including assigning appropriate index or environmental tests based on project specifications. He has experience running consolidation tests, performing analysis using Geosystems software, and monitoring test data using EZ-daq data acquisition. He is also responsible for management of laboratory data for large scale projects. Specialized knowledge includes SPT Energy Calibration, Driven Piles, Auger Cast Piles, Unsaturated Soil Mechanics in the Laboratory, and CADD training. He was further trained at the State Materials Office for Corrosion Series Testing.

Mr. Mendoza's sound technical background is complemented by a wide familiarity with market software for engineering analysis and design. Among these are GeoStudio, FB-Deep, FB-MultiPier, LPILE, CWALSHT, SPW911, MathCAD, Microstation, and AutoCAD

**Alex Akpan, EI:** Staff Geotechnical Engineer – [aakpan@csi,geo.com](mailto:aakpan@csi,geo.com)

Mr. Akpan has 4 years of experience in geotechnical engineering. He has served as a Staff Geotechnical Engineer for a variety of projects for municipal, state, and federal governments and agencies, in addition to commercial clients. These projects have included roadways, embankments, bridges, stormwater retention facilities and culverts, signal and sign structures, sewer/water supply lines, commercial structures, port/coastal facilities, and aviation facilities. The features of these projects include shallow foundations, deep foundations, geosynthetic reinforced slopes, and mechanically stabilized earth structures.

**Zachary Holem:** Geotechnical Drilling Manager / [zholem@csi-geo.com](mailto:zholem@csi-geo.com)

Mr. Holem is a graduate of the University of South Florida, obtaining a BS in Geology. He started his career by taking a position as a construction material testing technician for the U.S. Army Corps of Engineers at the C44 project for approximately one year. Mr. Holem continued his field experience by working various positions with the U.S. Army Corps of Engineers Jacksonville District as a driller and providing visual soil classification documentation. He has performed QA/QC laboratory testing on various USACE and FDOT projects. Mr. Holem's field experience and geotechnical drilling experience strengthens his current role as Geotechnical Drilling Manager. Mr. Holem has gained experience in all aspects of geotechnical drilling management including site reconnaissance, determining site access, utility clearance, and the practical field marking of borings at the onset of a project. He also manages all aspects of the daily geotechnical drilling operations including scheduling and dispatching of drilling crews, modifying drilling techniques to meet the soil conditions encountered in the field, and maintaining the drilling equipment.





### **SUBCONSULTANTS**

To strengthen our team, we are joined by Applied Foundation Testing, LLC and NicNevol Engineering Services, Inc. with which we have a history of working with.



Applied Foundation Testing, LLC. (AFT) is a certified Small Business, Specialty Geotechnical Testing firm with a team of highly specialized geotechnical engineers, technicians, and support professionals totally devoted to the foundation industry. AFT's principal engineers have a combined experience of over 30 years in deep foundation analysis, testing and recommendation experience. We have an excellent staff of engineers fully trained and experienced on deep foundation projects. We provide a full range of foundation testing and analysis services.

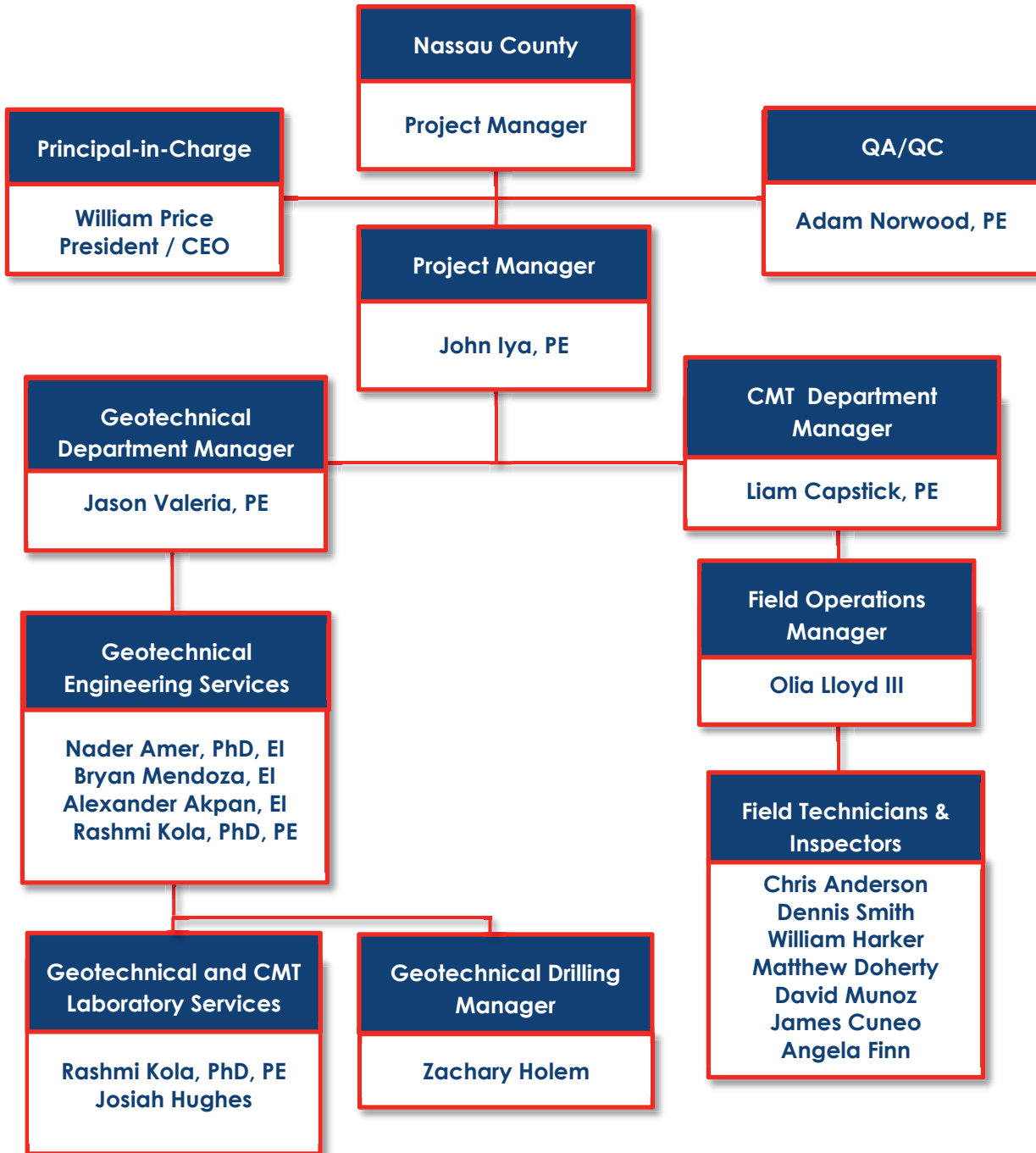


NicNevol Engineering Services, Inc. (NES) is a multi-disciplinary firm which specializes in Geotechnical Engineering, Civil & Transportation Designs, Construction Engineering Inspection (CEI) and Construction Materials Testing (CMT). The engineers at NES have a combined of more than 40 years of engineering experience in Florida.

We aim to provide the services needed to complete all contract work on time and under budget. Our team of experienced staff is trained to provide practical solutions to complex problems. This is accomplished through our understanding of industry practices, quality leadership skills and local expertise, we strive to reach our goal of delivering a successful project to our clients.



**PROJECT ORGANIZATIONAL CHART**





**JOHN IYA, PE**  
*Senior Geotechnical Engineer*

### EDUCATION

ME, Geotechnical Engineering  
 North Carolina A&T State University,  
 1996

BS, Building  
 ABU Zaria, 1983

### TRAINING & CERTIFICATIONS

GRLWEAP Workshop

Pile Driving Analyzer and CAPWAP  
 Workshop

GMEC Conference and Drilled Shaft  
 Short Course

Geotechnical/Structural Design &  
 Construction Monitoring of Deep  
 Foundations Workshop

Geotextiles in Transportation by  
 AMOCO Professional Development  
 Services Workshop

GRL Ground Modification (Various  
 Seminars); Hayward Baker

NICET Level II Certification

ACI Grade I Concrete Field Testing  
 Technician Certification

FDOT Drilled Shaft Inspection  
 Certification

FDOT Pile Driving Inspection  
 Certification

Driven 1.2 pile capacity analysis  
 software; University of Florida

### PROFESSIONAL REGISTRATIONS

FL #77294

GA # 38675

NC # 40301

Mr. Iya has over 28 years of experience in civil, environmental, and geotechnical engineering projects. During these years, he has served as a geotechnical engineer for a variety of projects at the local, state and federal government levels, as well as commercial. Mr. Iya has been responsible for conducting geotechnical investigations and design services for roadways, major highways and bridge projects, commercial and residential buildings, as well as large high-rise office buildings, airports, seaports, and large industrial and commercial projects. His extensive experience has included shallow foundation design, deep foundation design such as drilled shafts, auger cast piles, driven piles, and sheet piles, and pavement condition surveys. He has conducted field investigations and laboratory testing for many projects throughout Florida, Georgia and North Carolina, in many cases, using non-traditional in-situ soil characterization methods such as the cone penetrometer, piezocone, seismic cone, Texam pressure meter, Probex rock dilatometer, vane shear, and Iowa borehole shear test equipment, flat dilatometer, etc. Review of plans, specifications, geotechnical reports, pile/drilled shaft installation plans, review of production pile logs, observation of test piles, and pile dynamic load tests, as well as observation of drilled shaft installation are also among his strongest abilities. Mr. Iya is highly familiar with modeling software and new technological advances, versed in standard software such as CWALSHT, FB-Deep, LPile, PCStable, CWALSSI, GRLWEAP, and finite elements programs such as FBPIer, Plaxis, SeepW, SlopeW, Seep2D, and other geotechnical and civil engineering software.

### EXPERIENCE

#### **Radio Avenue Improvements, Nassau County, Florida.**

Geotechnical Project Engineer responsible for providing geotechnical services with recommendations for the extension of Radio Avenue from the existing roadway on the southwest side of Yulee High School property to just southeast of the school property at the intersection with Miner Road in Nassau County, Florida. The overall project length was approximately 4,100 feet. Other elements of the project consisted of a new cross drain culvert, and construction of drainage swells along the southern side of the roadway alignment, and milling and resurfacing of the existing school access road on the high school property.

#### **I-95 from Nassau County Line to the Georgia Border**

##### **FDOT District 2, Florida**

Geotechnical Project Engineer. The project consisted of the milling and resurfacing of I-95, from the Nassau County line north to the Florida-Georgia border. In addition, nearly 30 overhead signs were constructed to meet new wind speed criteria. Most of these signs were designed to be founded on drilled shaft foundations to be able to sustain the anticipated lateral and torsional forces. CSI Geo staff provided geotechnical exploration services necessary to evaluate the site for the proposed construction.





**JOHN IYA, PE**  
*Senior Geotechnical Engineer*

**JEA William Burgess Force Main and Reclaim Water Main, Nassau County, Florida**

Geotechnical Project Engineer for the proposed force main and reclaim water main project from Harts Road to SR 200 in the Nassau County Wastewater Service Area. The new pipes are proposed to be installed parallel to the existing 10-inch force main by means of open-cut pipe installation methods. The alignment of the new pipes is also proposed to cross five existing culverts areas. In these areas, pipes will be installed deeper to provide proper vertical separation from possible future culvert extensions. Therefore, temporary sheet pile walls will be required to facilitate excavation, dewatering, and compaction processes. Horizontal directional drilling (HDD) could also be considered at the culvert extension areas based on constructability issues at each of the culvert areas.

**JEA Yulee Wetlands Diffuser, Nassau County, Florida.**

Geotechnical Project Engineer for the geotechnical exploration of the existing subsurface conditions within the limits of the proposed gravel access roadway, pipeline and potential borrow pit area. CSI Geo provided geotechnical exploration services and evaluated the acquired data and information to help formulate site preparation and earthwork construction recommendations.

**FDOT District 2, US 1 Bridge (Over St. Mary's River), Nassau County, Florida**

Geotechnical Project Engineer responsible for directing the geotechnical exploration to obtain subsurface data for use in the design of scour revetment countermeasures. CSI Geo developed deep foundation design and construction recommendations for the subsurface modifications. Recommendations consisted of precast square concrete piles, steel pipe piles, and drilled shafts to be selected for design of new crutch bents.

**JEA, Yulee Outfall and Force Main, Yulee, Florida**

Geotechnical Project Engineer for the subsurface exploration for proposed pipe by means of open cut excavations, Horizontal Directional Drilling (HDD), and Jack and Bore (J&B) methods. The project involved the construction of a reclaimed water outfall main from the Yulee Water Reclamation Facility (WRF) to the Yulee Wetland, and a wastewater force main connecting to an existing system near William Burgess Road and Harts Road, to the Yulee WRF. The total length of pipeline was approximately 43,500 feet of which a 3,000-LF segment along the alignment required installation of two parallel HDPE pipes by means of Horizontal Directional Drilling (HDD) to a depth of over 50 feet below existing surface to facilitate installation across an existing creek. The remaining pipe segments were installed across roadway and CSX railroad crossing by means Jack and Bore (J&B) installation method. Field exploration consisted of performance of Standard Penetration Test (SPT) borings across Lofton Creek using a spud Barge CME 55 mounted drill rig over water and Amphibious CME 45 mounted drill rig over associated marshland areas. All Terrain Vehicle (ATV) mounted drill rig was utilized in drilling along inaccessible upland areas. The borings were advanced using a CME 45 Truck Mounted rotary drill rig for the accessible upland areas. The extent of field sampling, required collection of several undisturbed compressible soil samples, and rock coring through the underlying limestone for laboratory testing.

**JEA, West Nassau Regional Water Treatment Plant, Jacksonville, Florida**

Geotechnical Project Engineer in charge of developing information concerning the subsurface conditions, and foundation recommendations to evaluate the site with respect to proposed construction of the Water Storage Tank, Process Building, Chemical Storage Area, and Storm Water Retention Area, and to provide general site preparation recommendations and design parameters for the proposed construction. The project included an 80 feet diameter water storage tank with a capacity of 1 MG of water, a process building, a chemical storage area, and a storm water retention area. Services included field and laboratory testing, Standard Penetration Testing (SPT), Auger borings, Double Ring Infiltration (DRI) tests, shallow foundation analysis, and deep foundation analysis.



**JASON VALERIA, PE**  
*Geotechnical Department Manager*

**EDUCATION**

ME, Geotechnical Engineering  
 University of Florida, 2007

BS, Civil Engineering  
 University of Florida, 2006

**TRAINING & CERTIFICATIONS**

Georgia Dam Safety Engineer-of-Record

USACE Levee Inspection Workshop

USACE Levee Screening Tool (LST) Training

Soil Shear Strength Selection for Slope Stability Analysis by ASDSO

GeoStudio Modeling Workshop

ASDSO Hydraulics and Hydrology Workshop

Unsaturated Soil Mechanics by ASCE

Filters and Drainage Systems for Embankment Dams by ASDSO

Geotechnical Grouting by ASCE

**PROFESSIONAL REGISTRATIONS**

FL PE #73795  
 GA PE #038891  
 NC PE #049203

**PRESENTATIONS & PUBLICATIONS**

"The Use of Probabilistic Techniques to Supplement Deterministic Dam and Levee Design Methodologies", USSD 2018

"Using Piezometer Data to Better Understand the Rehabilitation Performance of the C.W. "Bill" Young Regional Reservoir", USSD 2019

Mr. Valeria has over 15 years of experience in civil, environmental, and geotechnical engineering projects. He has served as a geotechnical engineer for a variety of projects at the local, state and federal government levels, as well as commercial. These projects have included levees and dams, roadways, embankments, bridges, retaining walls, floodwalls and floodgates, water treatment plants, sewer/water supply lines, commercial/residential structures, port/coastal facilities, and aviation facilities. Jason has successfully managed projects that include, shallow foundations, ground improvement, driven piles, drilled shafts, auger cast piles, dynamic load testing, static load testing, earth retention structures, earthen embankments, pavement and depression surveys, geophysical testing, and advanced laboratory and insitu testing. He has provided services including review of plans and specifications, review of pile installation plans, review of PDA testing and data, driving logs and WEAP analysis, static load test monitoring, preparing driving criteria letters and foundation certifications, and post-design monitoring of ground improvement techniques. Jason's strong technical background is complemented by his wide familiarity with market software for engineering analysis and design. Among these are Seep/W, Slope/W, Sigma/W, Rocscience, FB-Deep, FB-MultiPier, Driven 1.2, EMBANK, CWALSHT, SPW911, LPILE, GRLWEAP and MathCAD. He has authored geotechnical articles and is a member of American Society of Civil Engineers (ASCE), American Society of Highway Engineers (ASHE), Society of American Military Engineers (SA ME), Association of State Dam Safety Officials (ASDSO), and United States Society on Dams (USSD).

**EXPERIENCE**

**City of Jacksonville, Geotechnical/Materials Testing Contract, Jacksonville, Florida**

Contract Project Manager in charge of all personnel Providing Material Testing services and Geotechnical Explorations for flood control structure, drainage structures, canals, new roads, intersection improvements, and roadway widening as a part of the countywide annual contract with the City.

**Geotechnical/Materials Testing Contract, St. Johns County, Florida**

Senior Geotechnical Engineer responsible for all inspections and construction management for various transportation and public works project that included box culverts, roadways, utilities etc. This also involved the coordination and management of construction material testing and conducting laboratory testing soils, concrete and asphalt.

**Geotechnical Services, SJRWMD, Multiple Counties, Florida**

Senior Geotechnical Engineer for various projects, including wetland restorations, impoundments, reservoirs, wooden bridges, water control structures, embankments. Projects have included several components of the Sunnyside Restoration Project (i.e. E1 Structure, E2 Levee & Structure, E3 Levee & Structure, Field A Culvert and B1 Culvert), Logan Bridge, Pellicer Creek Bridge, Harris Bayou, and more.



**JASON VALERIA, PE**  
*Geotechnical Department Manager*

**JEA William Burgess Force Main and Reclaim Water Main, Nassau County, Florida**

Geotechnical Project Engineer for the proposed force main and reclaim water main project from Harts Road to SR 200 in the Nassau County Wastewater Service Area. The new pipes are proposed to be installed parallel to the existing 10-inch force main by means of open-cut pipe installation methods. The alignment of the new pipes is also proposed to cross five existing culverts areas. In these areas, pipes will be installed deeper to provide proper vertical separation from possible future culvert extensions. Therefore, temporary sheet pile walls will be required to facilitate excavation, dewatering, and compaction processes. Horizontal directional drilling (HDD) could also be considered at the culvert extension areas based on constructability issues at each of the culvert areas.

**FDOT District 2, US 1 Bridge (Over St. Mary's River), Nassau County, Florida**

Geotechnical Project Engineer responsible for directing the geotechnical exploration to obtain subsurface data for use in the design of scour revetment countermeasures. CSI Geo developed deep foundation design and construction recommendations for the subsurface modifications. Recommendations consisted of precast square concrete piles, steel pipe piles, and drilled shafts to be selected for design of new crutch bents.

**JEA, Yulee Outfall and Force Main, Yulee, Florida**

Geotechnical Project Engineer for the subsurface exploration for proposed pipe by means of open cut excavations, Horizontal Directional Drilling (HDD), and Jack and Bore (J&B) methods. The project involved the construction of a reclaimed water outfall main from the Yulee Water Reclamation Facility (WRF) to the Yulee Wetland, and a wastewater force main connecting to an existing system near William Burgess Road and Harts Road, to the Yulee WRF. The total length of pipeline was approximately 43,500 feet of which a 3,000-LF segment along the alignment required installation of two parallel HDPE pipes by means of Horizontal Directional Drilling (HDD) to a depth of over 50 feet below existing surface to facilitate installation across an existing creek. The remaining pipe segments were installed across roadway and CSX railroad crossing by means Jack and Bore (J&B) installation method. Field exploration consisted of performance of Standard Penetration Test (SPT) borings across Lofton Creek using a spud Barge CME 55 mounted drill rig over water and Amphibious CME 45 mounted drill rig over associated marshland areas. All Terrain Vehicle (ATV) mounted drill rig was utilized in drilling along inaccessible upland areas. The borings were advanced using a CME 45 Truck Mounted rotary drill rig for the accessible upland areas. The extent of field sampling, required collection of several undisturbed compressible soil samples, and rock coring through the underlying limestone for laboratory testing.

**Radio Avenue Improvements, Nassau County, Florida.**

Geotechnical Project Engineer responsible for providing geotechnical services with recommendations for the extension of Radio Avenue from the existing roadway on the southwest side of Yulee High School property to just southeast of the school property at the intersection with Miner Road in Nassau County, Florida. The overall project length was approximately 4,100 feet. Other elements of the project consisted of a new cross drain culvert, and construction of drainage swells along the southern side of the roadway alignment, and milling and resurfacing of the existing school access road on the high school property.



**LIAM CAPSTICK, PE**  
*CMT Department Manager*

### EDUCATION

Master of Engineering, Civil Engineering, University of Florida, 2022

BS, Civil Engineering, University of Florida, 2012

### SPECIALIZED TRAINING &

#### CERTIFICATIONS

Soils and Foundations Workshop by FHWA

Auger Cast Pile Inspection Training by FDOT

Contract Plans Reading by FDOT

Installation, Verification, and Application of Driven Piles Webinar by ASCE

Geosynthetic Basal Reinforcement Over Deep Foundations Including Geosynthetic Encased Stone/Sand Columns Webinar by ASCE

Design of Ground Anchors and Anchored Wall Systems Webinar by ASCE

Load and Resistance Factor Design (LRFD) for Geotechnical Engineering Features: Drilled Shaft Foundations Webinar by ASCE

Concrete Strength Testing Technician Certification by ACI

### PROFESSIONAL REGISTRATIONS

FL PE #88619

Initial PE Registration: 12/31/2019

Mr. Capstick has over 10 years of experience in Construction Materials Testing (CMT) and Geotechnical Engineering. His experience includes state, federal, municipal, and local government agencies as well as commercial clients. His responsibilities include conducting and directing field test sampling, inspections, and engineering analysis for commercial CMT and Geotechnical projects. This includes testing and inspection of concrete foundations and walls, aggregate piers, roadways, embankments, bridges, levees, stormwater retention facilities, culverts, signal and sign structures, sewer/water supply lines, commercial structures, port/coastal facilities, and aviation facilities. Other features of these projects have included shallow foundations, deep foundations, geosynthetic reinforced slopes, and mechanically stabilized earth structures.

Mr. Capstick has a foundation of geotechnical and material science experience built on a strong education, technical knowledge, and project experience. This foundation is supplemented with experience with on-site material testing and inspections, and logistical project management in the field. In addition, he often directs and coordinates with field drilling crews and testing technicians on the project sites.

### PROJECT EXPERIENCE

#### **Material Testing, City of Jacksonville, Jacksonville, FL**

Materials Engineer for the COJ laboratory materials testing services contract for various construction projects. Coordinated with CEI personnel for testing of laboratory materials including earthworks, concrete, and asphalt. Provided consulting services during construction including field visits, planning, and estimating. Projects included several TIAA Bank Stadium Improvements, Southbank Riverwalk, Zinnia Box Culvert, various drainage improvement jobs, Montgomery Health Center, St Johns River Bulkheads, and several other improvements to COJ facilities.

#### **I-10 @ US301 Interchange Improvements: Florida Department of Transportation, Baldwin, FL**

Materials Engineer for a \$65 million project, which comes on the heels of the \$67 million widening. Responsible for the services of materials testing, including earthworks, aggregate, concrete, and asphalt. Provides consulting services during construction including field visits, planning, and estimating. Manages resources for the Quality Control testing and inspection as directed in the Standard Specifications for Road and Bridge Construction, Project Special and Technical Provisions, and the FDOT Standard Index for Road and Bridge Construction.

#### **Blount Island Marine Terminal (BIMT), Jacksonville, FL**

Served as the Contractor's Materials Engineer at BIMT. Services included Asphalt Testing (plant and field) Concrete and Grout Testing, Soils Testing, Pile Driving Inspection, Vibratory Monitoring, Welding Inspection and Professional Services at following projects: Wharf Reconstruction Phase 2, JAXPORT, Container Storage Lot MCSF Blount Island, Lot Improvement MCSF Blount Island, Hardstand Expansion MCSF Blount Island, Container Staging





**LIAM CAPSTICK, PE**  
*CMT Department Manager*

and Loading Lot MCSF Blount Island, Blount Island Flat Lots PCAS MCSF Blount Island, Wash Rack Expansion, Consolidated Warehouse Facility, Lighterage and Small Craft Facility, Test Track, Paint and Blast Facility, Weapons Maintenance & Storage Facility, Station Hazardous Materials Consolidation Facility.

**FDOT District 2, Timucuan Trail Segment 2 Multi-Use Trail, Duval County, FL**

Geotechnical Engineer for the geotechnical exploration and evaluation performed to evaluate the shoreline erosion and provide geotechnical recommendations for the design and construction of the Timucuan Trail Segment 2 multi-use trails from SR A1A/Heckscher Drive from Huguenot Park to Little Talbot Island. The project included the construction of a sheetpile wall extension along the St. Johns River, timber bridges, timber boardwalk trails, and multi-use trails. The project involved providing geotechnical recommendations, Technical Special Provisions, and slope protection plans to be used in the construction of a sheetpile wall as well as using geosynthetic material.

**Girvin Road from Atlantic Blvd., to McCormick Road Improvements, Jacksonville Transportation Authority, Jacksonville, FL** Materials Engineer providing Contractor Quality Control Materials Testing Services for the improvements to Girvin Road from Atlantic Blvd. to McCormick Rd. Improvements include lane widening, signalization, utilities, drainage and signing and striping. As the Materials Testing Agency, CSI geo provides testing for soil compaction and classification, asphalt paving inspection, drilled shaft inspection and laboratory testing.

**FDOT District 2, SR A1A Drainage Improvements, Duval County Florida, FL**

Geotechnical Engineer for the drainage improvements from Seagate Ave to Beach Boulevard. Improvements are proposed along the existing 8th Street outfall channel to increase drainage performance. These improvements consist of new sheet piles along the channel, five new bridges, channel and slope grading, and associated roadway improvements.

**FDOT District 2, 8 Lane I-295 from Buckman Bridge to I-95, Duval County, FL**

Geotechnical Engineer for the geotechnical exploration and evaluation of this widening project. The project consisted of widening I-295 to provide Auxiliary Lanes within the existing Limited Access Right of Way from the SR 13 (San Jose Blvd) Interchange to the Old St Augustine Interchange, and from the Old St Augustine Interchange to the I-95 south Interchange. The design also included milling and resurfacing of the existing lanes and ramps from the Buckman Bridge to the I-95 south Interchange. Other elements of this project included geotechnical exploration for proposed ponds, box culvert extensions, and overhead signs.

**FDOT District 2, I-95/I-295 North Interchange, Duval County, FL**

Geotechnical Engineer for the improvements to the I-95/I-295 Interchange. Improvements included a fully directional, multi-level interchange with higher speed flyover ramps. CSI Geo conducted a subsurface investigation in order to provide design recommendations for deep foundations including driven precast concrete piles and drilled shafts for the various bridges and flyovers. Also providing design recommendations for high fill embankments, MSE walls, roadway design, and foundations on soft soil.

**FDOT District 2, SR 243 International Airport Boulevard Extension, Duval County, FL**

Geotechnical Engineer for the new S.R. 243 roadway, also referred to as JIA North Access Road in northern Duval County, Florida. The project limits begin at Airport Road and traverse north to tie into Pecan Park Road, for an approximate distance of 2.5 miles. The proposed improvements included the construction of a new urban roadway that consists of four 12-foot wide travel lanes (2 travel lanes in each direction) with a 55-foot wide grassed median. Each travel direction will include the construction of a 5-foot wide sidewalk. The investigation included auger borings, Standard Penetration Test (SPT) borings, pavement cores, Resilient Modulus ( $M_R$ ) samples, routine laboratory testing, environmental classification testing, and extensive consolidation testing. The project required the use of surcharge to treat potential settlement issues.



**RASHMI KOLA, PHD, PE**  
*Geotechnical Engineer*

### EDUCATION

Ph.D., Civil Engineering,  
 University of Kansas, 2019  
 M.Sc., Structural Engineering,  
 JNTUH College of Engineering, 2014  
 B.Sc., Civil Engineering,  
 JNTUH College of Engineering, 2014

### CERTIFICATIONS

ACI Concrete Strength Testing Technician  
 FDOT Concrete Laboratory Technician  
 Level 1 (CTQP)  
 ACI Aggregate Base Testing Technician  
 FDOT Aggregate Base Testing Technician  
 (CTQP)  
 Earthwork Construction Inspection - Level  
 1 & 2  
 Portable Nuclear Gauge Safety & US DOT  
 HAZMAT  
 Asphalt Plant- Level 1 & 2  
 LBR Technician

### PROFESSIONAL REGISTRATIONS

FL PE #92513

Dr. Kola has 5 years of experience in Geotechnical, Pavement, Construction Materials Testing (CMT) projects. She served as a Staff Engineer for different projects. These projects have included roadways, airfield pavements, signal and sign structures, buildings, and retention facilities. Dr. Kola is also responsible for maintaining laboratory accreditation in compliance with the standards established by ASTM and/or AASHTO. Before joining CSI Geo in 2020, she worked on performing pavement analysis and simulations for the projects at Federal Aviation Administration (FAA).

### PROJECT EXPERIENCE

#### **FDOT District 2, SR (US 17) from North Boundary Road to SR 207, Putnam County, FL**

Geotechnical Staff Engineer for Geotechnical Exploration and Evaluation for School Zone Sign System Replacement. This project consists of replacement of the school zone signs on both sides of SR 15 (US 17), Northbound and Southbound. The field exploration services included Standard Penetration Test (SPT) borings. Laboratory services included index and environmental tests. Soil parameters were recommended for foundation design.

#### **FDOT District 2, SR 26 East University Avenue, Alachua County, FL**

Geotechnical Staff Engineer for Geotechnical Exploration and Evaluation for Mast Arm Structures. This project consists of construction of two new mast arm signal structures. The field exploration services included Standard Penetration Test (SPT) borings. Laboratory services included index and environmental tests. Soil parameters were recommended for mast arm structure foundations design.

#### **District Wide Geotechnical and Materials Testing Projects, FDOT District 2, Jacksonville, FL**

Staff Civil Engineer- Current Verification Testing (VT) Services with District 2 of the FDOT. Contract provides VT, serves for various projects in Northeast Florida. Performs QA/QC documentation control for all tests, reports, and other various control and signed documents. Services include Bituminous Construction Materials Testing, Aggregate Testing, Base Testing, Subgrade Testing, Embankment Materials Testing, Pavement Marking Materials Testing, Portland Cement Concrete Testing, Precast Concrete Products Testing, Dill Shaft Inspection, Non-Destructive Testing (NDT), Department Sampling Tracking Database, Consultant Contract Project Management, Construction Materials Investigations, Special Studies & Projects, Miscellaneous Construction Related Activities, Materials Inspection and Testing and Related to Maintenance Activities.



**RASHMI KOLA, PHD, PE**  
*Geotechnical Engineer*

**CR 304 over Middle Haw Creek Bridge Replacement, Flagler County, FL**

Geotechnical Staff Engineer for the proposed bridge replacement along County Road 304 over Middle Haw Creek (Bridge No. 734011) in Flagler County, Florida. Responsibilities included conducting and directing all necessary geotechnical activities for the replacement of the existing seven span bridge. Tasks included geotechnical field investigations, laboratory testing and engineering analyses. The analyses included deep foundations studies (including axial capacity estimates for multiple pile types), site preparation and earthwork recommendations.

**CR 304 over Sweetwater Branch, Flagler County, FL**

Geotechnical Staff Engineer for the proposed bridge replacement along County Road 304 over Sweetwater Branch in Flagler County, Florida. Responsibilities included conducting and directing all necessary geotechnical activities for the replacement of the existing bridge. CSI Geo performed geotechnical field investigations, laboratory testing and engineering analyses. The analyses included deep foundations studies (including axial capacity estimates for multiple pile types), site preparation and earthwork recommendations.

**Jacksonville Airport Authority, Cecil Spaceport Taxiway and Apron Design, Duval County, FL**

Geotechnical Staff. This project consisted of the construction of Spaceport Taxiways and aprons. CSI Geo evaluated the site and provided design recommendations for the proposed taxiway, apron, and retention pond construction. Services included field exploration by means of Standard Penetration Test (SPT) borings, laboratory testing, and geotechnical analysis and evaluation. CSI Geo provided pavement design recommendations, infiltration characteristics of the retention pond site, and general site preparation recommendations and design parameters for the proposed earthwork construction.

**CR 304 Bridge Over Parker Canal, Flagler County, FL**

Geotechnical Staff Engineer for the proposed bridge replacement along County Road 304 over Parker Canal in Flagler County. Responsibilities included, conducting and directing all necessary geotechnical activities for the replacement of the existing bridge. CSI Geo performed geotechnical field investigations, laboratory testing and engineering analyses. The analyses included deep foundations studies (including axial capacity estimates for multiple pile types), site preparation and earthwork recommendations.

**Princess Place Island House Bridge, Flagler County, FL**

Geotechnical Staff Engineer responsible for conducting and directing all necessary geotechnical activities for the replacement of the existing single span, one-lane timber supported concrete bridge. Tasks included geotechnical field investigations, laboratory testing and engineering analyses. The analyses included deep foundations studies (including axial capacity estimates for multiple pile types), site preparation and earthwork recommendations. Our findings and recommendations were formally presented in a geotechnical exploration and evaluation report.

**CR 304 Bridge Over Canal, Flagler County, FL**

Geotechnical Staff Engineer for the proposed bridge culvert replacement along County Road 304 over Canal in Flagler County. Responsibilities included conducting and directing all necessary geotechnical activities for the replacement of the existing bridge culvert. Tasks included geotechnical field investigations, laboratory testing and engineering analyses. The analyses included culvert foundations studies, site preparation and earthwork recommendations. Our findings and recommendations were formally presented in a geotechnical exploration and evaluation report.

**Putnam County Geotechnical Services, Putnam County, FL**

Geotechnical Staff Engineer responsible for providing Putnam County with geotechnical engineering testing and construction testing services on a continuing basis. Services provided include Geotechnical Engineering and Testing; Investigation and Evaluation of Soils; Subsurface Hydrological Investigation Studies; Asphaltic Concrete, Portland Cement Concrete Materials Testing; Existing Roadway Structural Evaluation and Pavement Testing; and New Construction Quality Assurance Testing and Reporting.





## **BRYAN MENDOZA, EI** *Geotechnical Staff Engineer*

### **EDUCATION**

BS, Civil Engineering/University of North Florida, 2011

### **PROFESSIONAL REGISTRATIONS**

FL Engineering Intern

### **SPECIALIZED TRAINING & CERTIFICATIONS**

Corrosion Series Training by FDOT State Materials Office

CADD Training

Auger Cast Pile Inspection Training by FDOT

Installation, Verification and Application of Driven Piles by ASCE

Geosynthetic Applications in Roadways by ASCE

Geosynthetic Basal Reinforcement Over Deep Foundations Including Geosynthetic Encased Stone/Sand Columns by ASCE

Design of Ground Anchors and Anchored Wall Systems by ASCE

LRFD for Geotechnical Engineering Features: Earth Retaining Structures: Cut Walls by ASCE

Mr. Mendoza has over 9 years of extensive experience performing and supervising geotechnical laboratory tests including index testing for moisture content, organic content, percent fines, full gradation, and Atterberg limit. In addition, he is proficient in the extraction of undisturbed samples for running consolidation tests as well as classification of soil samples, including assigning appropriate index or environmental tests based on project specifications. He has experience running consolidation tests, performing analysis using Geosystems software, and monitoring test data using EZ-daq data acquisition. He is also responsible for management of lab data for large scale projects. Specialized knowledge includes SPT Energy Calibration; Driven Piles; Auger Cast Piles, Unsaturated Soil Mechanics in the Laboratory, and CADD training. He was trained at the State Materials Office for Corrosion Series Testing.

Mr. Mendoza's sound technical background is complemented by a wide familiarity with market software for engineering analysis and design. Among these are geoStudio, FB-Deep, FB-MultiPier, LPILE, CWALSHT, SPW911, MathCAD, Microstation and AutoCAD.

### **PROJECT EXPERIENCE**

#### **FDOT District 2, I-95/I-295 Interchange Improvements, Duval County FL**

Geotechnical Staff Engineer for the improvements to the I-95/I-295 Interchange. Improvements include a fully directional, multi-level interchange with higher speed flyover ramps. CSI Geo is conducting a subsurface investigation in order to provide design recommendations for deep foundations including driven precast concrete piles and drilled shafts for the various bridges and flyovers. Also providing design recommendations for high fill embankments, MSE walls, roadway design, and foundations on soft soil.

#### **FDOT District 2, 8 Lane I-295 from Buckman Bridge to I-95, Duval County FL**

Geotechnical Staff Engineer for the geotechnical exploration and evaluation of this widening project. The project consists of widening I-295 to provide Auxiliary Lanes within the existing Limited Access Right of Way from the SR 13 (San Jose Blvd) Interchange to the Old St Augustine Interchange, and from the Old St Augustine Interchange to the I-95 south Interchange. The design also includes milling and resurfacing of the existing lanes and ramps from the Buckman Bridge to the I-95 south Interchange. Other elements of this project include geotechnical exploration for proposed ponds, box culver extensions, and overhead signs.

#### **FDOT District 2, SR 200 / US 301, North of Bradford County Line to South of CR 218, Clay Count FL**

Geotechnical Staff Engineer responsible for the geotechnical exploration and laboratory testing. The project consists of the construction of a new northbound two-lane concrete pavement bypass adjacent to the existing roadway for a total distance of just over three miles. The new roadway will consist of two 12 foot lanes with paved shoulders, and will include approximately 21 test sections.



**BRYAN MENDOZA, EI**  
*Geotechnical Staff Engineer*

**FDOT District 2, I-95 Widening at SR 9B, Duval County, FL**

Geotechnical Staff Engineer for the geotechnical exploration for widening of the I-95 (SR 9) in the area of the proposed SR 9B interchange. The proposed widening extended from just north of the Race Track Road bridge, north to about one mile south of the Old St. Augustine Road bridge for a distance of approximately 2.2 miles.

**FDOT District 2, I-10 at I-295 Operational Improvement, Duval County, FL**

Geotechnical Staff Engineer for geotechnical exploration and evaluation along SR 8 (I-10) from SR 9A (I-295) to SR 111 (Cassat Avenue). A comprehensive subsurface exploration was performed, and consisted of test borings, laboratory testing, geotechnical analysis, and design. Using the results of the subsurface exploration, CSI Geo provided recommendations for the design and construction of closed circuit Intelligent Transportation Systems (ITS), television camera (CCTV) mounted on concrete mast poles, drilled shaft founded overhead guide signs, bridge widening over SR 103 (Lane Ave.) and Ellis Road—considering both deep and shallow foundation alternatives, rigid pavement widening, and wet and dry stormwater management facilities

**FDOT District 2, SR 243 North International Airport Boulevard (North-South Connector), Duval County FL**

Geotechnical Staff Engineer responsible for the geotechnical exploration and evaluation for this project. Project consists of obtaining information concerning the subsurface conditions in the areas of the proposed roadway high fill embankments, to provide geotechnical recommendations related to the design and construction, and to perform settlement and slope stability analysis of high fill embankments.

**FDOT District 2, SR 10A/North Washington Street over Hogans Creek, Duval County FL**

Geotechnical Staff Engineer responsible for the geotechnical exploration and evaluation for this project. Project consists of replacement of a portion of the existing pile supported bridge culvert.



## NADER AMER, PHD

*Project Geotechnical Engineer*

### EDUCATION

**Doctorate**, Civil Engineering  
Cleveland State University, 2007

**MS**, Civil Engineering/University of  
Alabama at Birmingham, 2002

**BS**, Construction Engineering/The  
American University in Cairo, 2000

### SPECIALIZED TRAINING

Certified Advanced MOT  
Supervisor  
FDOT Certificate # 22754

Auger Cast Pile Inspection Training  
by FDOT

Technical Published Papers:  
Author of five technical papers  
published by Transportation  
Record Board (TRB) in 2003 &  
2004, by UTCA in 2001 and 2002,  
and Portland Cement Association  
(PCA) in 2006.

Recipient of the PCA Public Works  
Committee Fellowship Award in  
2003 and 2004.

Professor training course in  
asphalt technology at Auburn  
University by NAPA and NCAT.

Laboratory Supervisor course at  
the University of Alabama at  
Birmingham.

Training sessions for FB-Deep and  
FB-MultiPier by Bridge Software  
Institute (BSI), GRLWEAP pile drive  
ability software. Driven 1.2 pile  
capacity analysis software, ACI  
concrete field testing.

Dr. Amer has over 15 years of experience in civil and geotechnical engineering, construction management, and materials testing services. Dr. Amer has been involved with geotechnical projects for roadways, shared-use-paths, railroad bridges, pile verification testing, commercial projects, and underpinning and foundation restorations. He has performed several piling design, testing and inspection for railroad bridges in several States for FEC, CSX, NS, and INRD. He has inspected and provided technical review along with recommendations for foundation repair for high mast arm structures and bridge piers.

Dr. Amer has inspected, tested, and provided technical review along with providing recommendations for foundation types including shallow foundation design, design and installation supervision of deep foundations such as drilled shafts, auger cast piles, pre-stressed concrete piles, steel H-piles and pipe piles. He is also experienced in revision of plans, specifications, pile/drilled shaft installation plans, performing load tests, revision of production pile logs, observation of test piles and pile dynamic load tests, and supervision of drilled shaft installation. Dr. Amer has also performed several forensic investigations and remediation studies, asphalt and concrete testing, and aggregate and soils tests. Dr. Amer has also been involved with several concrete piling and roadway evaluations using non-destructive testing (NDT) methods such as ground penetrating radar (GPR) and ultrasonic pulse velocity (UPV). He also conducted field vibration monitoring tests and inspections on FDOT and railroad projects.

His responsibilities have included site exploration preparation, field & laboratory testing, inspections, geotechnical analysis and design, project management and cost control. His project involvement has included bridge foundation assessment and evaluation, roadway repair, residential sinkhole evaluation, settlement and slope stability analyses, retaining structures design and evaluation. He has extensive experience in slope stability and repair for roadway and railroad embankments. He has worked on several roadway projects that involved the use of geosynthetic material such as filter, stabilization, and geogrid fabrics and is very familiar with FDOT QPL and Standards requirements.

Dr. Amer has strong technical background and knowledge with current market software for engineering analysis and design. Among these are FB-Deep, FB-MultiPier, Driven 1.2, LPILE, GRLWEAP, MathCAD, HeliCap, REAME, Blastmate-8, Microstation, and AutoCAD.

### PROJECT EXPERIENCE

#### **SR 228 Improvements, FDOT District 2, Duval County, FL**

Geotechnical Engineer. This geotechnical exploration and evaluation report was prepared for proposed culvert extensions, as part of the roadway improvement project along SR 228 (Normandy Boulevard), from Pine Street to the beginning of 4-lane in Jacksonville, Florida. The proposed construction consisted of extending nine culverts along SR 228 for the proposed roadway widening project. The geotechnical exploration consisted of Standard



**NADER AMER, PHD**  
*Project Geotechnical Engineer*

Penetration Test (SPT) borings in the subject areas. Services also included providing the design soil profile(s) and soil properties for each soil layer. Additionally, lateral earth pressure coefficients, box culvert construction and design recommendations, estimated differential and total (long term and short term) settlements, and evaluation of the wingwall stability were provided.

**I-95 Widening at SR 9B, FDOT District 2, St. Johns County, FL**

Geotechnical Engineer responsible for planning and conducting the required Maintenance of Traffic for the geotechnical exploration for widening of the I-95 (SR 9) in the area of the proposed SR 9B interchange. The proposed widening extended from just north of the Race Track Road bridge, north to about one mile south of the Old St. Augustine Road bridge for a distance of approximately 2.2 miles.

**I-95/I-295 Interchange Improvements, FDOT District 2, Duval County, FL**

Geotechnical Engineer for the improvements to the I-95/I-295 North Interchange. Improvements include a fully directional, multi-level interchange with higher speed flyover ramps. CSI Geo is conducting a subsurface investigation in order to provide design recommendations for deep foundations including driven precast concrete piles and drilled shafts for the various bridges and flyovers. In addition, design recommendations for high fill embankments, MSE walls, roadway design, and foundations on soft soil will be provided.

**SR 10A Roadway Depression at Regency Square Mall Area, FDOT District 2, Duval County, FL**

Geotechnical Engineer. The geotechnical exploration was performed over pavement surface depressions in two separate travel lanes along the eastbound direction of travel in order to investigate the existing subsurface conditions, evaluate the acquired data, and provide an opinion as to the probable cause of the depressions. The geotechnical exploration consisted of Standard Penetration Test (SPT) borings with continuous sampling. Six (6) borings were placed along the center travel lane within one area that appeared to have experienced subsidence and six (6) borings were performed in a second area of depression.

**SR 243 North International Airport Boulevard Extension, FDOT District 2 Duval County, FL**

Geotechnical Engineer for the new S.R. 243 roadway, also referred to as JIA North Access Road in northern Duval County, Florida. The project limits begin at Airport Road and traverse north to tie into Pecan Park Road, for an approximate distance of 2.5 miles. The proposed improvements include the construction of a new urban roadway that consists of four 12-foot wide travel lanes (2 travel lanes in each direction) with a 55-foot wide grassed median. Each travel direction will include the construction of a 5-foot wide sidewalk. Investigation includes: auger borings to depths of 6', 15', and 25' below the ground surface, pavement cores, Resilient Modulus ( $M_R$ ) samples collected at three samples per mile, routine laboratory testing conducted on three soil samples per stratum per mile to determine classification and soil behavioral properties, pipe corrosion testing conducted on samples at 1,500' spacing and environmental classification testing conducted on representative soil samples encountered in proposed pond footprints.

**SR 9B Extension from Racetrack Road to Duval CL, FDOT District 2, St. Johns County, FL**

Geotechnical Engineer providing geotechnical engineering services for the construction of a new four-lane divided principal arterial roadway in northern St. Johns County, from CR 2209 to the Duval County line for a distance of approximately 2.57 miles. In addition, the project consists of the construction of high fill roadway embankments, a grade separated interchange, bridges, culverts, MSE walls and retention ponds. The speedy completion of this geotechnical investigation was influenced by CSI Geo's ability to coordinate with the FDOT, the Prime Consultant, Surveyors, various utility companies and property owners on a timely manner. Collected field data, was reviewed, evaluate and provided to the prime Consultant on as needed basis while field exploration was in progress.



**OLIA LLOYD, III**  
*Quality Control Manager/  
 Sr Asphalt Plant Inspector*

**EDUCATION**

Diploma, Morton High School,  
 Morton MS, 1983

**CERTIFICATIONS**

Nuclear Density Gauge Safety

ACI Concrete Field Testing Technician  
 Grade I

ACI Concrete Transportation  
 Construction Inspector

ACI Concrete Strength Technician

ACI Aggregate Base Testing  
 Technician

FDOT Concrete Field Inspector Level I  
 & II (CTQP)

FDOT Concrete Laboratory Technician  
 (CTQP)

FDOT Asphalt Paving Level I & II  
 (CTQP)

FDOT Asphalt Plant Level I & II (CTQP)

FDOT Aggregate Base Testing  
 Technician (CTQP)

FDOT LBR Technician (CTQP)

FDOT Qualified Sampler Technician  
 (CTQP)

FDOT Earthwork Construction  
 Inspection Level I & II (CTQP)

FDOT Drilled Shaft Inspection (CTQP)

FDOT Pile Driving Inspection (CTQP)

FDOT QC Manager (CTQP)

FDOT Advanced Maintenance of  
 Traffic (CTQP)

Certified Erosion and Sediment  
 Control Inspector (GSWCC)

Certified Erosion and Sediment  
 Control Level II Plan Reviewer  
 (GSWCC)

**TIN**

052656637 (Georgia DL)

Mr. Lloyd's 17 years of experience includes extensive experience in field asphalt inspection and asphalt plant inspection. He has been engaged in quality control testing and inspection services for laboratory concrete and soils testing, as well as the assuring compliance with applicable specifications, standards, and drawings. His background also includes concrete paving, storm drainage and utility line installations, box culverts, bridges and bridge structures, as well as earthwork inspection and testing. He is very familiar with all aspects of construction inspection and provides project management assistance.

**PROJECT EXPERIENCE**

**FDOT District 2 Geotechnical & Materials Testing Contract**

Materials Senior Engineering Technician for this districtwide contract which provides Verification Testing, Highway Materials Testing, Foundations Studies, Construction Materials Inspection, Soil Exploration, and Geotechnical Exploration Testing to the Department. Projects within this contract are located, or begin, East of US 301, and include all of Bradford, Clay, Duval, Nassau, Putnam and St. Johns Counties. Responsibilities include project coordination and asphalt plant testing.

**Jacksonville Engineering Testing & Inspection Contract, Jacksonville, FL**

Materials Senior Engineering Technician responsible for technical guidance to city personnel and resolved constructability problems when they arise. Provided QC for Asphalt Testing and Inspection, and Routine laboratory testing that was conducted on representative soil samples for each individual project. Also, quality control testing and construction materials inspection including in place soil compaction testing (nuclear density), concrete sampling and testing, asphalt roadway and plant inspections. Construction elements included piers, parks, paved bike trails, pedestrian and bike bridges, buildings such as fire stations, roadways, canals, and ponds.

**SR 19 Left Turn Lane at Point of Woods Subdivision, Putnam County, FL**

Technician/Inspector - Responsible for performing concrete, asphalt and soils testing and inspection. This project consisted of the construction of a left turn lane from SR 19 onto Point of Woods Subdivision. SR 19 was in need of engineering and construction services for a left turn lane at the subdivision that would improve conditions, as well as ease traffic flow in the area.

**SR 15 (US 17) Reed Avenue at Browning Lane/Putnam County Blvd., FDOT District 2, Putnam County, FL**

Inspector/Technician responsible for the on-site inspection and monitoring of soils, concrete, and piping installation. In addition, he also made necessary soil density measurements and documented the density log book in accordance with FDOT requirements. This FDOT project involved the construction of a turn lane from SR 15 to Browning Lane and Putnam County Blvd. He provided verification testing services (Quality Assurance), as well as materials sampling and testing, documentation of activities of material used, LIMS data entry and other contract administration functions.





**OLIA LLOYD, III**  
*Quality Control Manager/  
 Sr Asphalt Plant Inspector*

**I-95 Widening/Trout River Bridge Replacement, FDOT District 2, Duval County, FL**

Inspector responsible for concrete and soils testing and inspection. Project includes Interstate widening, bridge widening, new bridge construction, embankment, limerock base, stabilized subgrade, concrete placement, asphalt placement, and maintenance of traffic.

**I-95 Widening/Heckscher Drive to I-295, FDOT District 2, Duval County, FL**

Inspector responsible for concrete and soils testing and inspection. Project includes Interstate widening, bridge widening, embankment, limerock base, stabilized subgrade, concrete placement, asphalt placement, and maintenance of traffic.

**Regency Bypass Segments I & II, City of Jacksonville, FL**

Inspector/Technician responsible for the on-site inspection and monitoring of soils, concrete, and piping installation. In addition, he also made necessary soil density measurements and documented the density log book in accordance with FDOT requirements.

**Heckscher Drive Widening, Phase II, Jacksonville Transportation Authority (JTA), Jacksonville, FL**

Project consisted of a two miles, \$7 million widening and resurfacing. Roadway improvements included retention pond, embankments, base, asphalt, resurfacing, intersection improvements, drainage, signalization. Responsibilities included soils and concrete testing, and creation and maintenance of density log books.

**Wonderwood Expressway, Segment I (Girvin Road to Monument Road), JTA, Jacksonville, FL**

Inspector/Technician. Approximately \$12M project involving widening an existing 2 lane facility to a 4 lane divided highway. Work includes 1 bridge, earthwork, drainage structures, sidewalks, curb & gutter, asphalt pavement, pavement markings, signing and signalization and maintenance of traffic. Responsible for monitoring and testing of earthwork, drainage structure installation, soil samples, stabilized subgrade and limerock base.

**Wonderwood Expressway, Segment II, JTA, Duval County, FL**

Inspector/Technician responsible for the on-site inspection and monitoring of soils, concrete, and piping installation. In addition, he also made necessary soil density measurements and documented the density log book in accordance with FDOT requirements.

**Jacksonville International Airport, Concourse A/West Apron, Jacksonville Aviation Authority, Duval County, FL**

Inspector. Responsibilities included inspection and testing of limerock and sub-base, concrete and asphalt paving, crack relief/repair, milling and re-surfacing, and associated improvements to the apron/taxiway rehabilitation and expansion.

**Miscellaneous Roadways and Parks Construction Projects, City of Jacksonville, FL**

Inspector. Responsibilities included inspection and testing of soils, sub-base, concrete, and asphalt for a variety of small municipal improvement projects throughout the city.

**Beach Boulevard Bridge (SR 90) over Intracoastal Waterway, JTA, Duval County, FL**

Inspector responsible for concrete and soils testing and inspection. Project includes new bridge construction, embankment, limerock base, stabilized subgrade, concrete placement, asphalt placement, and maintenance of traffic.

**Argyle Forest Boulevard Widening, JTA, Duva County, FL**

Inspector responsible for concrete and soils testing and inspection. Includes bridge widening, embankment, limerock base, stabilized subgrade, utilities and maintenance of traffic.





## ZACHARY HOLEM

*Geologist*

### EDUCATION

BS Geology, 2019  
University of South Florida, Tampa FL

AA, 2014  
Florida State College, Jacksonville FL

### CERTIFICATIONS / CLASSES

Nuclear Density Gauge Safety  
ACI Concrete Strength Testing  
Technician

FDOT Concrete Laboratory  
Technician Level 1 (CTQP)

ACI Aggregate Base Testing  
Technician

FDOT Aggregate Base Testing  
Technician (CTQP)

Passed the Drilled Shaft Inspection  
(Proficiency Exam & Written Exam)

LBR Technician

### SKILLS

Proficient at MS Word, Power Point,  
Excel, Outlook and Dr. Checks

Familiar with AutoCAD, GIS, MS  
Paint and C++

Familiar with USCS soil classification  
and core logging

Mr. Holem has 4 years of geotechnical experience. He is a graduate at USF, having obtained a B.S. in Geology. He has worked for the U.S. Army Corps of Engineers at C44 for a year. He has worked for the U.S. Army Corps of Engineers over two summers: one in the specifications section in the Jacksonville District, and one as a drill operator helper for Mobile District working on the Herbert Hoover Dike in south Florida.

He has field sampling and lab experience through his college field courses and laboratory classes. He is efficient at performing analysis and recording/writing results. He has basic knowledge of logging soil samples, using the Unified Soils Classification System. He is very thorough as a technical reviewer as demonstrated in his USACE summer work. He has basic experience in AutoCAD and GIS and has some programming skills along with being efficient at Microsoft Office. He is physically fit and willing to travel as needed. Being efficient and detail oriented, he works well as a team player or independently as necessary.

### EXPERIENCE

#### **I-95 Widening from North of Duval County Line to I-295 South Interchange, FDOT District 2, Duval County, FL**

Responsible for coordinating and overseeing drilling efforts for the purpose of geotechnical subsurface exploration. Project included soil borings for proposed roadway and noise wall construction.

#### **PD&E of I-95 at SR 115(US 1)/MLK Jr. Parkway/20 St. Expressway, FDOT District 2, Duval County, Florida**

Responsible for coordinating and overseeing drilling efforts for the purpose of geotechnical subsurface exploration. The project included soil borings for proposed miscellaneous structures, such as overhead signs and mast arm structures as well as bridge borings with rock coring.

#### **I-295 (SR 9A) from Southside Connector (SR 113) to JTB (SR 202), FDOT District 2, Duval County, Florida**

Responsible for coordinating and overseeing drilling efforts for the purpose of geotechnical subsurface exploration. The project included soil borings for proposed miscellaneous structures, such as overhead signs, mast arm structures and high mast lighting.

#### **SR 115 From Soutel Drive to Nassau County Line, FDOT District 2, Duval County, Florida**

Responsible for coordinating and overseeing drilling efforts for the purpose of geotechnical subsurface exploration. This project included taking pavement cores along the road to gauge the pavement conditions and possible causes for failure, as well as soil borings along a box culvert to explore future development.

#### **I-95/I-10 Interchange Improvements, FDOT District 2, Duval County, Florida**

Performed soils and aggregate testing in accordance with ASTM and AASHTO standards, including Proctor, pH, Organic Content, 200 Wash, Sieve Analysis and Compressive Strength of Concrete, as necessary. Prepared and entered results into the FDOT MAC system and ELMTREE in-house CMT tracking system.



**ZACHARY HOLEM**  
Geologist

**I-95/I-295 North Interchange Improvements, , FDOT District 2, Duval County, Florida**

Performed soils and aggregate testing in accordance with ASTM and AASHTO standards, including Proctor, pH, Organic Content, 200 Wash, Sieve Analysis and Compressive Strength of Concrete. Prepared and entered results into the FDOT MAC system and ELMTREE in-house CMT tracking system.

**SR 9A Managed Lanes from SR 9B to SR 202, FDOT District 2, Duval County, Florida**

Performed soils and aggregate testing in accordance with ASTM and AASHTO standards, including Proctor, pH, Organic Content, 200 Wash, Sieve Analysis and Compressive Strength of Concrete. Prepared and entered results into the FDOT MAC system and ELMTREE in-house CMT tracking system.

**C44 Reservoir, US Army Corps of Engineers, South Florida**

*Field Engineering Technician* – Performed duties on the C-24 Reservoir, assisted in grouting drill holes for future levee using Portland cement/bentonite and water. Work included split spoon sampling, rock coring, and grouting of 80-foot-deep holes through the levee. Performed visual classification of soils. Daily Reports prepared reflecting work performed that day:

- Soils tests included LBR, particle size analysis, moisture content, fines content, organic content, proctor, pH, Atterberg limits, dry density, relative density, specific gravity, permeability, and sand cone.
- Concrete testing included concrete curing, resistivity, compressive strength.
- Asphalt testing included Bulk specific gravity, sampling bituminous paving mixtures.
- Aggregates testing included sampling coarse and fine aggregate, specific gravity, and absorption of fine and coarse aggregate, Los Angeles.

**RELEVANT EXPERIENCE**

**US Army Corps of Engineers, Mobile District, Geotechnical Branch Summer /2017**

*Field Engineering Technician* – Performed duties as a drill helper on a drill rig crew in South Florida. On the C-24 Reservoir, assisted in grouting drill holes for future levee using Portland cement/bentonite and water. On the Herbert Hoover Dike, helped perform cutoff wall drilling. Assisted driller in drilling efforts using a Failing 1500 drill rig. Work included split spoon sampling, rock coring, and grouting of 80-foot deep holes through the levee. Performed visual classification of soils.

**US Army Corps of Engineers, Jacksonville District, Summer /2010**

*Field Engineering Technician* – Performed quality control review of construction specifications prepared by engineers to identify errors and omissions prior to advertisement for a variety of civil works projects including Site 1 Contract 1, CSX Railroad Bridge, and Tampa Harbor Maintenance Dredging. Maintained the Engineering Division construction submittal database for all active construction projects in the District. Entered submittal receipt and completion dates and tracked progress to ensure responsive action by the reviewing office to prevent delays in construction contract schedule. Reconciled BCOE review comments from the Project Delivery Team in Dr. Checks system with completed plans and specifications to verify that all comments had been incorporated prior to BCOE certification for Picayune Strand–Faka Union Pump Station and Rio De La Plata construction contracts. Researched section files to obtain BCOE certification dates for all awarded construction contracts since FY07; and then modified section's Contract Award Log (Excel) to include this information.



#### **D. Innovative Technology-Based Capacities and Examples**

Our team strives to learn and implement the latest technology in the work we do. Between geophysical field testing equipment, finite element modelling software, and unmanned aerial vehicles (UAEs), we have trained with and used a number of innovative techniques to execute our work efficiently and effectively.

We consistently use Microsoft Teams, a cloud-based collaborative tool, as a means of communicating internally and externally. We have weekly meetings, daily active group chats, and periodic video conference calls. Additionally, we are able to easily share and edit files with team members everywhere. The cloud-based format permits simultaneous editing of documents, screen sharing, and other features that streamline communication and have allowed us to work more efficiently.

On a few recent projects, we implemented the use of geospatial mapping software to manage large geotechnical site explorations that were performed offshore. This allowed us to make and organize field decisions quickly, while maintaining high quality work. These projects were completed ahead of schedule in many cases and received “Very Good” and “Excellent” ratings from the federal government, which rarely assign such high ratings.

On two other recent projects, we selected cone penetration tests (CPT) to perform the subsurface explorations of sensitive sites. This technology consists of a fully instrumented probe, equipped with strain gages and pressure transducers to measure a continuous profile of soil and groundwater conditions. In one case, the project was highly sensitive to vibrations and seismic impacts, so the CPT was equipped with geophones to measure the seismic response of the site. The CPT technology gives us another tool to best characterize the subsurface conditions and add value to the project we work on.

#### **E. Knowledge and Compliance with State and Locals Laws**

CSI’s Geo’s team is knowledgeable and shall comply with all applicable federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this contract, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination, and licensing laws and regulations. When required, we can furnish the State with satisfactory proof of our compliance therewith.



#### 4. Project Understanding, Approach and Schedule

The purpose of this contract is to provide geotechnical assistance on a continuing basis to the County and its Departments through various improvement projects such as roads, trails, parks, bridges, miscellaneous structures, and public use facilities. The following outlines the procedures we will follow to provide the County with construction documents that meet these requirements.

As a multi-disciplinary firm, CSI Geo offers clients a single point of access for numerous specialized services. As mentioned, CSI Geo provides geotechnical engineering, construction engineering inspection, and construction materials testing services throughout the Southeast. Our technical approach to these services is as follows:

##### **GEOTECHNICAL AND LABORATORY TESTING SERVICES**

CSI Geo has pushed the envelope to perfect the science of geotechnical engineering, subsurface soil exploration, and evaluation of subsurface conditions that involve performing subsurface borings and the classification of soils, measuring of groundwater levels, muck probing, and the review of soil survey maps. Our familiarity with geotechnical software programs allows us to analyze geotechnical problems from different perspectives.

Our expertise allows us to provide clients with recommendations for design, site preparation and earthwork, as well as the preparation of construction plans and specifications. Design experience includes design and inspection of drilled shafts, driven piles, auger cast piles, cantilevered and anchored sheet pile walls, sound barrier walls, retaining wall systems, pavement design, ground improvement techniques, shallow foundations, seepage and slope stability, groundwater modeling, and evaluation reports. CSI Geo's team of highly-qualified engineers, laboratory technicians, drillers, and management provide the necessary expertise for all geotechnical related tasks. We have consistently received excellent performance evaluations for roadway, bridge, trail, and park projects from Putnam County Public Works, FDOT, USACE, JTA, City of Jacksonville, and other surrounding counties, and is evidence of our excellent track record professional commitment.

##### **Field and Laboratory Testing**

The CSI Geo team has extensive experience in field and laboratory testing and analysis procedures. CSI Geo has an in-house laboratory, validated or certified by USACE, CMEC, and FDOT that routinely performs soil, rock, concrete, and asphalt testing. Our soils technicians and laboratory manager are highly experienced in following the applicable testing standards such as those promulgated by ASTM and AASHTO. Our firm has extensive experience in field and laboratory testing and analysis including, but not limited to, the following:

- Grain size distribution (dry and wet methods, and hydrometer testing)
- Atterberg Limits to evaluate the plastic characteristics of the soils
- Compaction Testing using both 4" and 6" molds
- Carbonate Content
- Specific Gravity
- Unconfined Compression Testing
- Sedimentation Rate
- Triaxial Shear Testing
- Consolidation Testing
- Organics Content



- Moisture Content
- Limerock Bearing Ratio Testing
- Loss on Ignition
- California Bearing Ratio Testing
- Direct Shear
- Unconfined compression and splitting tensile Tests for intact rock core samples
- Environmental Corrosion Testing (pH, chloride and sulfates, and resistivity) for soil and water

### **Data Collection Procedures and Classification of Soils**

Generally, a soils engineer supervises all drilling operations and classifies the soils. This soils engineer is responsible for visual inspection of the site, collecting the drilling core samples, preparing detailed field core boring logs, documenting sampling procedures, and ensuring that the work is being performed in accordance with the applicable testing and sampling standards and the project specifications. Our field capabilities include but are not limited to the following:

- Core Borings (auger, split spoon sampling, and rock coring)
- Wash Probing
- Vibracoring
- Sediment Sampling
- CPT or DMT Sounding
- Undisturbed Soil Sampling
- Test Pits
- Muck Probes
- Percolation Testing
- Double Ring Infiltration Testing
- Pump Testing
- Recharge Testing
- Instrumentation Installation (including piezometers, inclinometers, and settlement plates)
- Installation of Monitoring Wells
- Groundwater level measuring

Soil boring items that may be required are as follows:

- Mobilization of personnel and equipment to and from the job site
- Provision of all-terrain vehicles and portable equipment as required
- Soil test borings in accordance with ASTM D-1586
- Auger borings, 4 inches or larger, according to ASTM D-1452
- Wash borings
- Soil borings of undisturbed samples obtained according to ASTM D-1587
- Rock coring
- Stabilization of soft soils by setting removable casing
- DMT or CPT soundings based on ASTM D 6635 or 5778

### **GEOTECHNICAL ENGINEERING AND DESIGN**

#### **Design Recommendations**

Our geotechnical design recommendations and evaluation of the subsurface conditions with respect to the planned project task are based on site observations, field and laboratory test data obtained, understanding of the currently available project information, and anticipated structural loadings. Recommendations generally include but are not limited to the following:

- Soil Properties for Seepage or Stability Analysis





- Geometry Requirements or Ground Improvement Requirements for Stable Slopes
- Evaluation of Inlet and Outlet Structures, Culvert and Headwall/Wingwalls Subsurface Conditions
- Removal of Non-Select Material and Excavation Backfilling
- Suitability of Borrow Materials
- Guidelines for Stockpiling Borrow Materials
- Bridge Foundations System Evaluation
- Driven or Augered Pile Design Recommendations
- Evaluation of Soil and Hydrostatic Pressures
- Load Testing Program Recommendations
- Foundation Soils Bearing Capacity
- Bearing Pressure and Footing Depth
- Floor Slab Design & Construction Recommendations
- Soil Parameters for Lateral Load Evaluation
- Soil Parameters for Scour Design and Evaluation



### Site Preparation and Earthwork

Upon completion of geotechnical explorations, CSI Geo will provide recommendations for site preparation and earthwork procedures, using out extensive experience providing such on roadway, bridge, and other various projects. This includes recommendations for site clearing, grubbing, and stripping, as well as removal of unsuitable soils, excavation requirements, evaluation of borrow material, erosion control, compaction, and measures for surface water and groundwater control. Initial site preparations are generally needed to ensure ground work is started from clean ground.

A key aspect of all roadway, bridge, and site/civil projects is earthwork. In some cases, this simply involves evaluating existing subgrade soils for proposed construction. In other cases, it requires assessing potential borrow source suitability and providing recommendations for soil stockpiling, drying, or even treatment. In all projects, CSI Geo specifically addresses the existing soils and proposed fill materials for the proposed project features, and provides recommendations supported by engineering guidelines and experience. This includes fill placement, excavation and compaction requirements and methods, and construction monitoring and testing.

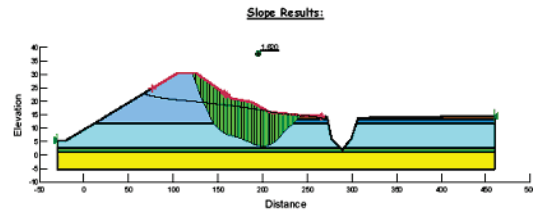
The effect of surface water and groundwater needs to be considered on all construction sites. The importance of this is primarily to limit ponding and compaction issues that tend to occur when excess water is present, as well as placement of concrete in dry conditions. CSI Geo has provided recommendations on numerous projects, which include temporary ditches and berms, pumping, and site grading for controlling surface water, as well as shallow sump pumping and deeper well point systems for lowering groundwater.





### Slope Stability Analyses

We generally perform slope stability analysis following guidelines by the USACE, found in their Engineer Manuals titled “Slope Stability” and “Design Construction of Levees”, numbered EM 1100-2-1902 and EM 1100-2-1913, respectively.



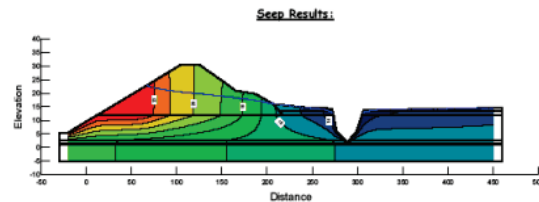
and  
and

Initially, CSI Geo will determine the embankment geometry based on the proposed construction and the results of the seepage analyses. Soil strength parameters are assigned to each soil layer based on field sampling and testing, laboratory test results, and correlations. Subsequently, we will determine the applicable loading cases, such as water levels, dead loads, and live loads. The water levels and the phreatic surface within the embankment are then established, also taken from the results of the seepage analyses. After this, it is determined which analysis case applies to the embankment. Generally, we will perform the stability analysis for the End of Construction case, the Long Term or Steady State case, and the Sudden Drawdown case, although all three are not always applicable. The last of these cases applies only to slopes that will experience a sudden drawdown of the phreatic level. Each one of these cases requires minimum safety factors, such as 1.5 for Long Term, or 1.3 for End of Construction. Other agencies may have their own criteria, although these are generally widely accepted values by the geotechnical community. Nonetheless, each case may require that different soil strength parameters be used, such as undrained strengths for the End of Construction, and drained strengths for the Long Term case.

After the initial trials, if the slopes do not meet the minimum criteria or safety factors, our next step is to mitigate by modifying the cross-section or embankment geometry, adding stability berms, reinforcing the embankment, improving the foundation soils, modeling staged construction, or a combination of these.

### Seepage Analyses and Design

CSI Geo generally performs seepage analysis following guidelines by the USACE, found in their Engineer Manual titled “Design and Construction of Levees”, numbered EM 1100-2-1913. In addition, applicable, we make use of design guidelines provided in USACE’s ETL 1110-2-569, titled Design Guidance for Levee Underseepage, ETL 1110-2-544, titled Geotechnical Analysis by the Finite Element Method, and DIVR 1110-1-400, titled Engineering and Design Soil Mechanics Data. Once we have determined the initial proposed embankment geometry as well as water levels (upstream and downstream, or flood side and land side) based on hydraulic analyses, we will run an initial trial to determine the factors of safety against seepage (in particular, piping due to liquefaction of soils). Soil strength parameters are assigned to each soil layer based on field sampling and testing, laboratory test results, and correlations. If we determine that safety factors are low or that the exit gradients are high, we will then try and mitigate the embankment or the foundations soils by adding a toe drain, a seepage berm, or similar features that would decrease exit gradients and control seepage. In general, the analysis requires knowing the upstream water level, and if available, the downstream as well, in order to determine the long term phreatic surface that would form within the embankment.



when



More complex mitigation alternatives include the use of relief wells and drainage wells. The analysis is in many ways similar, although not the same, when analyzing rigid water control structures, such as sheetpile weirs, cut-off walls, and gated structures. Often, for both slope stability and seepage analysis, sensitivity or even probabilistic analyses of the soil properties variations are performed to evaluate their effect on the applicable safety factors.

### **Preparation of Plans and Specifications**

The CSI Geo team has prepared numerous study reports and evaluations, preliminary design memoranda, design calculations, final design memoranda, plans and specifications, bidding and construction-phase services, and documentation for a wide range of clients and agencies. Our team has worked with many local governments executing a variety of civil works tasks for both specific projects and continuing contracts. We are familiar with planning and design documents, including engineering manuals, engineering regulations, and engineering technical guides used by Nassau County Public Works.

We are experienced in preparing construction drawings and other necessary documents in an organized fashion for presentations of existing conditions and proposed improvements in a clear and concise manner. Drawings preparation includes formal in-house review by senior staff. Additionally, formalized project specific review procedures will be established as part of the QA/QC program that also includes a peer review process, with the intent of providing drawings and documents that clearly show proposed work based on applicable criteria and standards.

Our Standard Practice is to begin preparation of project specifications concurrently with the development of the contract drawings. The CSI Geo Team uses several standardized specifications systems, depending on the client's requirements. Project specifications will be included in review packages as appropriate.

### **CADD Experience and Expertise**

Another of the numerous assets that raises CSI Geo above other geotechnical firms is our CADD capability. The basis for CADD and Graphics is Intergraph's Bentley System Microstation running on a PC network with comprehensive backup protection. CSI Geo's CADD stations currently use Bentley's Redline and Microstation V8i, GEOPAK, InRoads and PowerGEOPAK, gInt software, as well as Autodesk AutoCADD 2018 and Civil 3D 2018. Additionally, we use MathCadd, SmartBridge, RISA, and STAADPro for structural design, and ICPR for water resources design.

All CADD stations are capable of importing and exporting \*.dxf and \*.dwg formatted files, and converting from .dwg to .dgn and vice versa. We also have ArcGIS Desktop 10.0 for GIS purposes and SignCAD 8.48.

We can provide electronic CADD files via numerous forms of media, including CD-ROM, DVD, flash drives, through our FTP site or over the Internet via electronic mail.

## **INVESTIGATION AND EVALUATION OF SOIL SUPPORT CONDITIONS**

Exploration and Evaluation of Subsurface Conditions

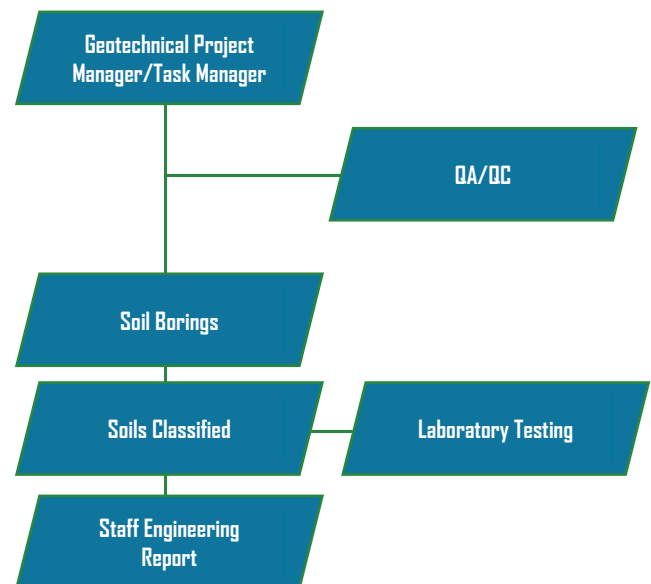


The CSI Geo team approach to providing exploration and evaluation of subsurface conditions and subsurface soil borings will focus on quality, in understanding of requirements, in prompt and cost-effective delivery of services, and in reliable and accurate project reporting.

In summary, our approach will consist of the following building blocks:

- Access and interpret all required information for determining the best course of action consistent with project needs
- Assign staff with a level of expertise which is commensurate with the level of complexity of the work assignment
- Accurately budget, schedule, undertake, and complete all services
- Use proven analysis methods that ensure safe and quality final delivered products
- Provide complete and reliable reporting of all project activities

For each project request, CSI Geo will assign a Project Task Manager who will coordinate with the County's staff or their contracted consultant and oversee the team's delivery of the requested services. The Project Task Manager will assign and schedule appropriate resources to meet the project requirements and ensure that work is conducted and completed in a timely manner. After completion of field and laboratory work, CSI Geo will formally present its findings and recommendations in a geotechnical engineering report.



The CSI Geo Team's work plan for soil boring services to be employed is as follows:

1. For project initiation, the CSI Geo Team will review the available data, including that provided with the request for services, previous nearby studies, County NRCS Soil Surveys, and USGS topographic maps. Additional information will be obtained, as necessary, to ascertain complete project understanding and all requirements.
2. The CSI Geo Team will conduct a field reconnaissance of the subject site to evaluate accessibility for drilling equipment, appropriate choice of equipment, and if in a high traffic area, the necessity for MOT implementation.
3. In coordination with the County, the CSI Geo Team is available to assist in developing a scope of work, schedule, and cost to accomplish the objective of the project. Scope of work, schedule, and cost of services will be in agreement with County requirements.
4. The CSI Geo Team will stake out boring locations, coordinate site access and utility clearance, then schedule and complete field soil sampling or testing. Depending on the project requirements, a registered surveyor may validate all the coordinate locations of the core borings, as well as their elevations.
5. The CSI Geo Team will transport soil samples to the CSI Geo laboratory, provide necessary laboratory testing, and evaluate and compile the data.



6. The data will be used to perform applicable engineering analyses including but not limited to: slope stability and seepage analyses, settlement and bearing capacity estimates, evaluation of soil improvement alternatives, shallow and deep foundations analyses, sheetpile and retaining wall analyses, etc., using a variety of tools and applications such as hand calculations, in-house Excel or MathCad calculation sheets, commercial software, and finite elements methods. The analytic approach may follow empirical, analytical, deterministic, or probabilistic methods.
7. The findings and recommendations will be summarized by the CSI Geo Team in the form of a formal report prepared under the supervision of a Florida registered Professional Engineer. The report will include all information relevant to the project. For routine or less complicated projects, we will issue only a final report. For more complex projects, the CSI Geo Team will first provide a preliminary report to be reviewed by the County staff and/or its Consultant. Feedback will be addressed or incorporated before a final report is issued.

The CSI Geo Team's geotechnical reports will be comprehensive enough to provide sufficient information needed for design and preparation of construction documents. Generally, reports will include the following information at a minimum:

- Project Information and Structural Conditions, Existing Site Conditions
- Site Location Map and Field Exploration Plan
- Generalized Subsurface Profile
- Field Exploration and Laboratory Testing Data
- Test Boring Records and Summary of Laboratory Testing
- Field and Laboratory Testing Procedures
- Engineering Evaluation/Analysis and Recommendations

### **SUBSURFACE HYDROLOGICAL INVESTIGATION AND EVALUATION**

CSI Geo can perform hydrogeologic investigations to determine the hydrogeologic characteristics and evaluate the suitability of sites for future development. Hydrogeologic studies are typically divided into progressive tasks that consist of initially performing preliminary site assessments followed by an exploratory program and then field investigations. Field investigations typically consist of installation of monitoring wells and piezometers, performing Double-Ring infiltrometer (DRI) tests to estimate infiltration rates, Electrical Resistivity (ER) and geophysical survey tests, deep and confirmatory Standard Penetration Test (SPT) borings, and laboratory testing on collected samples. These tasks will assist in estimating groundwater levels and flow, aquifer limits, and subsurface soils physical and geophysical characteristics, which in turn are presented in a summary data report to be used in the analysis and design.

### **MATERIALS TESTING, INSPECTION, AND REPORTING**

For close to three decades, the staff at CSI Geo have provided a full range of Construction Inspection and Testing Services for local agencies. CSI Geo has also provided these services to numerous government agencies throughout Florida, Louisiana, and Georgia where our staff have gained valuable experience that is applied to every project undertaken. CSI Geo strives to operate at the forefront of the industry, employing personnel equipped with the latest testing equipment, as well as professional and technical certifications.



### **Approach to Materials Testing and Methodology**

The CSI Geo Construction Materials Testing (CMT) department is comprised of a talented group of engineers, inspectors, technicians, and administrative staff with extensive experience and expertise in the performance of inspections, materials testing. Our knowledge of the construction process from the conceptual stage to final acceptance enables us to foresee any potential constructability issues and address them with our clients.

Our involvement ranges from targeted materials investigations and special studies to complete quality control program management. The full range of CSI Geo's materials testing personnel and their qualifications are available to Nassau County for this contract.

### **Base, Sub-Grade and Embankment Materials**



Field soils testing will include the performance of In-Place Density Testing by Nuclear Method on embankment, sub-grade, and base materials. All our field technicians are equipped with nuclear gauges, nuclear safety certifications, and CTQP earthworks certifications. We also can provide other field tests and inspections such as density testing by sand cone method, penetrometer, soil probing, hand augers, unsuitable material removal observation, and determination

of moisture content by speedy gauge. When issues with soils and compaction arise, our staff can offer advice and consultation. We will let the superintendent know if moisture content of the material is outside of the optimum moisture content range, if additional samples for proctor testing are needed, or need the involvement of the engineer. Our laboratory manager works in concert with field personnel to ensure the quick turnaround on laboratory testing necessary for uninterrupted field testing.

### **Sand, Coarse Aggregate and Coquina Mine Inspections**

Our approach to mine inspections includes the performance of shallow exploratory borings by hand when feasible, to get a quick look at subgrade soils. For investigation of deeper strata, CSI Geo employs our geotechnical drilling crews and all-terrain-vehicle drilling rigs. In either case, or extensive experience with local subsurface conditions would be employed to quickly characterize subsurface conditions at mining sites.

### **Bituminous Construction Materials, Pavement Parking Materials, and Asphaltic Concrete**

CSI Geo's has extensive experience in the inspection and testing of Bituminous Construction Materials and Asphaltic Concrete. Our asphalt plant inspectors have been providing asphalt plant testing and inspection services for the City of Jacksonville County-Wide Resurfacing Contract continuously for over twelve years.

We understand that asphalt mix design, asphalt plant inspections, along with field inspections supplemented by laboratory analysis and daily asphalt roadway inspection may be required as part of this contract. Our asphalt roadway inspectors perform temperature checks, cross slope measurements, record daily tonnage and spread rates, and take pavement cores. Our team is experienced in investigating failing asphalt pavements, measuring and recording the extent of cracking, rutting, and other pavement distresses, and providing recommendations for repairs and remedial efforts.





Our laboratory is equipped with the high temperature asphalt ovens and equipment capable of performing asphalt content testing. We have several senior asphalt plant inspectors with combined decades of experience in asphalt plant inspection to ensure compliance with FDOT and County standards. Asphalt Plant inspection will include the performance of quality assurance testing on-site, checking temperature; mix proportions and weights; truck weights; bin weights; plant and equipment such as screens and scales for accuracy; and the overall operation required for the asphaltic concrete production. Our professional engineering staff will perform reviews and provide approvals for asphalt mix designs.

### **Pavement Coring Reporting (PCR Data Entry)**



We have recently invested in a gas powered, trailer mounted pavement coring drill, which is much more powerful than conventional electric core drills. This allows for the cutting capacity of 25+ pavement cores daily, which shortens the time that roadways need to be closed to perform the pavement coring. Standard procedure after extracting cores is to properly patch the core holes, photograph, label, and retain the cores in storage. The information collected from the field is input into a the PCR system, for future use in planning and analysis of the counties asphalt roadways.

### **Precast Concrete Products, Pre-Stressed Concrete Products**

Inspection of Precast and Pre-Stressed Concrete Products will occur with inspections and testing at the concrete production facilities, and field inspections during construction and installation of these materials. CSI Geo personnel will monitor and log the installation of pre-stressed concrete piles and provide pile driving logs.

### **Quality Control Program**

CSI Geo will perform testing and inspection as directed in the Standard Specifications, Project Special and Technical Provisions, and any Nassau County Standards applicable to the project. We will follow the AASHTO R-18 Quality Systems Manual (QSM). Our laboratory participates in Cement and Concrete Reference Laboratory (CCRL), AASHTO re:source, and USACE accreditation programs. The proficiency sample programs, and routine inspections that are a part of these programs helps to ensure the quality and proficiency of our laboratory. These accreditation programs provide an external quality control audit that helps our laboratory personnel continually improve.

The cornerstone for providing high quality services to our clients is implementation of quality control and quality assurance procedures. Our Quality Systems Manual (QSM) contains our sampling, testing, and reporting procedures, document chain and control, diagnostic and corrective action methods, record retention, and technician training, independent verification, and evaluation records. Our Project Managers and Quality Control Managers oversee the testing procedures routinely to verify each technician's operation, and that all work and procedures are in accordance with our quality manual and our quality assurance procedures. The strict procedures inherent in this plan have enabled us to perform





reliably on FDOT projects as well as for other state and federal organizations that require similar testing services. Our QC Manager performs QA/QC documentation control for all tests, reports, and other various control and signed documents.

### **Laboratory Services**

Within our 6,125 SF facility, we maintain a fully equipped soils, concrete, and asphalt-testing laboratory, which will be our primary laboratory for this contract. As previously mentioned, CSI Geo's lab is accredited by FDOT, AASHTO/CCRL, and the USACE, and has maintained accreditation for nearly 25 years. Our lab participates in the FDOT, AASHTO, and CCRL proficiency sample programs. CSI Geo has an in-house electronic sample tracking system utilizing ElmTree with a traditional paper backup system. All samples are tagged and recorded upon delivery. Once in CSI Geo custody, all samples are tracked and maintained throughout the testing process. CSI Geo performs laboratory testing seven days a week as required to maintain the project schedule.

### **Drilled Shaft Inspection**

The CSI Geo team is highly experienced at deep foundation inspections including the installation of Drilled Shafts. Within our CMT department we regularly train and equip CTQP Drilled Shaft Certified Inspectors who provide inspections for the FDOT, COJ, JTA, and various county agencies. Our inspectors are not only certified by CTQP but are qualified through the FDOT's stringent drilled shaft inspector approval policy. We provide the slurry testing and materials testing in our laboratory for the concrete, increasing the efficiency from not being required to transfer the test specimens to another laboratory.



Our approach to Drilled Shaft Inspection begins by reviewing the plans and specifications for the job, visiting the site to address site specific challenges, and placing an inspector best suited for the project. Our inspectors use the latest equipment and software for documenting the installation of the Drilled Shafts including tablet computers and spreadsheets created and approved by the FDOT.

Our Inspectors are knowledgeable of the checklist issued by the FDOT which includes tools and documents the inspector should have, installation specifications and tolerances, information required to be available before drilling, information to be recorded before the concrete is placed, and information required after the concrete is placed.

### **Laboratory Information Management System (LIMS) Data Entry**

We will utilize our LIMS software, Elmtree System, for the materials testing, inspection, and reporting for this contract. This system tracks each sample delivered to our laboratory until the release and submittal of testing results. With Elmtree System, each task order will exist as its own project, allowing concurrent management. The system provides quality control by maintaining separate project information including budgets, scheduling, report distribution, turnaround times, site contacts, special requirements, driving directions, and invoicing. We can customize the distribution of reports, dispatch confirmations, and invoices for every project to the county's preference. This will also ensure that reports and invoices reference the same information including Project Name, Project Number, and Task Order Number.



### **Consultant Contract Project Management**

CSI Geo's experience as a prime consultant on geotechnical and materials testing contracts enables us to act as a contract manager to subconsultants, and other consultants that may be contracted by the county.

### **Construction Materials Investigations, Special Studies & Projects**

CSI Geo has performed Engineering Analysis Reports (EAR) when problems arise during construction, and insufficient testing information is provided by contractor quality control testing firms. Our approach to these investigations is to develop a testing plan, perform analysis, and prepare a data presentation and recommendations.

### **Miscellaneous Construction Related Activities**

Other services that CSI Geo can provide upon request are vibration monitoring with wireless triaxial vibration monitors, pull testing on embedded steel rebar, and Swiss Hammer and pocket penetrometer testing.



## 5. References

The following information provides descriptions of experience on similar projects and the manner in which we have successfully completed the work.

### PROFESSIONAL GEOTECHNICAL AND MATERIAL FIELD AND LABORATORY TESTING AND INSPECTION SERVICES

Duval, Clay, Nassau, and St. Johns Counties, Florida

**Completed:** Ongoing

**Client:**

Jacksonville Electric Authority  
 225 N Pearl Street  
 Jacksonville, FL 32202

**Contact:**

Justine Sencer, PE  
 904-665-6826  
 sencjb@jea.com

**Relevant Services:**

- Compaction Testing
- Soils and Aggregate Base Laboratory Testing
- Soil Test Borings
- Geotechnical Engineering
- Engineering Analysis and Recommendations

**Total Contract Value:**

**\$619,351.27**

Since 2019, CSI Geo has been retained by JEA to perform Professional Services relating to Geotechnical Engineering and Materials Testing across JEA's four county service area. CSI Geo responds to JEA's project managers on a 24/7 basis for both pre-planned, and emergency work.



CSI Geo has performed over 1,200 site visits and tasks associated with this contract including compaction testing, geotechnical engineering, and laboratory testing. Compaction testing has been performed on embankments, filter material, pipe trench backfill, structure backfill and roadway sub-grade and base courses.

One of the tasks performed for JEA was a geotechnical exploration for the Durbin Parkway North Manhole replacement project. Five existing sanitary sewer manholes located along Durbin Parkway North between Pump Station NOR-115 and the traffic circle at the intersection of Durbin Parkway North and Buckhead Court were slated for replacement. CSI Geo performed a geotechnical investigation and issued recommendations for the construction of the manhole replacements.



**Team Members:** John Iya, PE; Jason Valeria, PE; Liam Capstick, PE; Olia Lloyd III


**DISTRICT WIDE GEOTECHNICAL & MATERIALS TESTING (BDI) CONTRACT**
**Task: I-295 (SR 9A) at SR 15 (US 17) to South of Wells Road**

Various Counties, Florida

**Completed:** Ongoing

**Client:**

 FDOT, District 2  
 1109 South Marion Avenue  
 Lake City, Florida 32025

**Contact:**

 Jesse Sutton  
 386-961-7567  
 jesse.sutton@dot.state.fl.us

**Relevant Services:**

- Soil Test Borings
- Laboratory Testing
- Engineering Analysis and Recommendations
- Geotechnical Engineering

**Total Contract Value:**

\$1,500,000

This is a 5-year continuing professional services contract with FDOT District 2 with an maximum contract value of \$1,500,000.

One of the tasks on this contract consists of the widening of for the roadway and ramp and associated ponds for the proposed I-295 (SR 9A) at SR 15 (US 17) to South of Wells Road in Duval/Clay County Florida. The geotechnical exploration was to explore the existing subsurface conditions within the limits of the roadway and ramp widenings and new ponds, to evaluate the acquired data, and to provide site preparation and earthwork construction recommendations. In addition to the roadway widening, the retaining walls, MSE wall and gravity walls on the project were also evaluated.



The subsurface exploration consisted of auger borings, Standard Penetration Test borings and Resilient Modulus Testing. Quantitative laboratory testing was performed on representative soil samples recovered from the field exploration to better define the physical properties of the soils encountered.

**Team Members:** John Iya, PE; Jason Valeria, PE; Nader Amer, PhD, EI; Bryan Mendoza, EI; Liam Capstick, PE




**GEOTECHNICAL ENGINEERING & CONSTRUCTION TESTING CONTINUING SERVICES CONTRACT**
**LAKE SUSAN ROAD**

Putnam County, Florida

**Completed:** 2019

**Client:**

 Putnam County Public Works  
 223 Putnam County Blvd, East  
 Palatka, FL 32131

**Contact:**
**Michael Nimitz**  
**386-329-1910**  
**Mike.nimitz@putnam-fl.com**
**Relevant Services:**

- Soil Test Borings
- Laboratory Testing
- Engineering Analysis and Recommendations
- Geotechnical Engineering

**Total Contract Value:**
**\$2,054,859**

The roadway improvements along Lake Susan Road in Putnam County Florida included the reconstruction of the existing unpaved roadway to provide an asphalt paved, 2-lane undivided highway. The roadway exploration consisted of a total of 51 auger borings. Additionally, a total of six bulk soil samples were collected from the subgrade within the limits of the roadway for determination of the design Limerock Bearing Ratio (LBR) value of the subgrade soils.

Quantitative laboratory testing was performed on representative soil samples recovered from the field exploration. These tests were performed to better define the physical properties of the soils encountered. The laboratory tests were performed to determine percent fines, percent organics, natural moisture content, and Atterberg Limits of the soil samples.

In general, the geotechnical evaluation consisted of field exploratory borings, laboratory testing, geotechnical analyses of the collected data, and construction recommendations.



**Team Members:** John Iya, PE; Jason Valeria, PE; Nader Amer, PhD, EI; Bryan Mendoza, EI; Liam Capstick, PE



## NEW PAVEMENT EVALUATION

Putnam County, Florida

**Completed:** 2019

**Client:**

Putnam County Public Works  
 223 Putnam County Blvd,  
 East Palatka, FL 32131

**Contact:**

**Michael Nimitz,**  
**386-329-1910**  
**Mike.nimitz@putnam-fl.com**

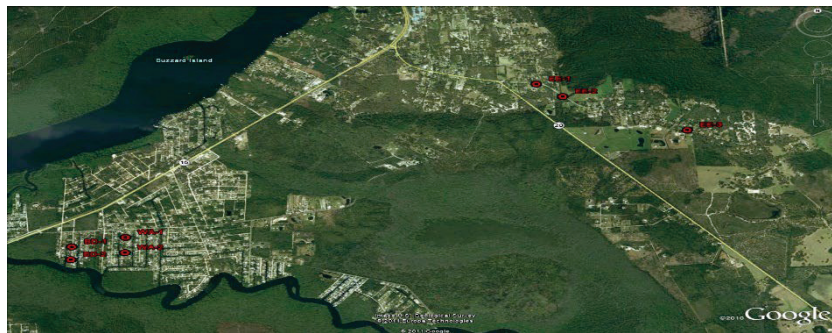
**Relevant Services:**

- Geotechnical Investigation
- Roadway Foundation Design
- Cost Estimate

The investigation consisted of coring and retrieving a total of seven intact pavement cores. Two pavement cores BD-1 and BD-2 were taken along Belle Drive (San Mateo Road to Dunns Creek), two cores WA-1 and WA-2 along Waterside Avenue (San Mateo Road to end of Waterside Avenue), and two cores EE-1 and EE-3 were taken along East End Road. Additionally, one pavement core EE-2 was taken along East End Road in order to determine the depth of the existing asphalt pavement, the thickness and type of the underlying base, and the type of material present below the base to a maximum depth of 12 inches below the top of the pavement. The seven pavement cores were hand-delivered to Putnam County Public Works as directed.

The findings were provided to the County in the form of a letter report signed and sealed by a registered Florida Engineer.

Team Members: John Iya, PE, Liam Capstick, PE







## 6. Current Workload

Currently CSI Geo/CMT has 4 current projects. This makes us immediately available to start work upon Notice to Proceed. We understand that our current and projected staff workload levels will play an important role in the performance of this contract; therefore, we will not permit any future assignments to conflict with this Nassau County contract.

CSI Geo's Geotechnical/CMT Department is the Prime Consultant on the following projects.

Current Projects	Scope of the Project	Status
SR 228-Lamplighter to I-295 Pipe Failure	Roadway pavement depressions and failure investigation	<b>75% complete</b>
I-10 Suwannee River Relief Bridge Supplement	Bridge Investigation and crouch bents evaluation and design recommendations	<b>80% complete</b>
SR 8 & SR 121 Operational Imp	Roadway& ramps widening and signalization	<b>65% complete</b>
SR10 (US90) Over Aucilla River Bridge No. 350001	Bridge Investigation and crouch bents evaluation and design recommendations	<b>85% complete</b>



## 7. Technology

Our team strives to learn and implement the latest technology in the work we do. We train with and use a number of innovative techniques to execute our work efficiently and effectively. These include collaboration and communication software, geophysical field testing equipment, geographic information systems (GIS), finite element modelling software, and advanced testing for site characterization.

In addition to leveraging the latest technology in our field, we often implement innovative strategies and processes that help us plan and execute successful projects. Jacksonville is our company headquarters, and the location of our materials testing laboratory. Locating our materials testing laboratory at our company headquarters ensures that engineering, project management, and administrative staff have direct access to and oversight of our laboratory.

Our coordination with the County, sub-consultants, contractor's QC laboratory, and the Project Administrator is paramount to each project's success, from the day-to-day activities to the overall project schedule and budget. Our proposed structure for coordination has been designed to anticipate, identify, and prevent potential problems or respond to them rapidly and effectively should they occur. The plan has proven successful in the supervision and administration of many activities and operations.

Our approach allows the CSI Geo team to:

- Provide services 24 hours a day, 7 days a week, 365 days a year
- Ensure day-to-day coordination of activities and assignments
- Respond quickly to changes in testing, contractors' schedules
- Maintain effective communication between the CSI Geo team, CEI staff (specifically at the pre-construction meeting), the contractor, and management and technical staff
- Complete all testing within the allocated budget and schedule
- Conduct quality assurance reviews (QAR) of all the data entries within 24-hours of submittal by PM to ensure quality control
- Continually review work products / reports for technical quality
- Coordinate and oversee sub-consultant services
- Coordinate in-house sample chain of custody

The staff at CSI Geo has been providing the types of services required on this contract for over two decades. Over the years, we have developed specific methods and procedures that we can apply to successfully complete this contract. Our system for multi-project contracts tracks resources for each task to prevent budget overruns. With this system, we have been able to operate within budget on every project. It has helped us identify, correct, and foresee many issues before they developed into major problems. We also utilize our advanced materials testing management software, ElmTree systems, to track the technician's certification and field equipment's calibration. We are notified by ElmTree before expiration of a laboratory technician's certificate and expiration of equipment calibration.



## **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”**



## **9. Attachments/Administrative Information**

- Attachment A - Addenda Acknowledgment
- Attachment B - Public Entity Crimes Sworn Statement
- Attachment C - Drug Free Workplace Certificate
- Attachment D - E-Verify Affidavit
  - Exhibit "A" Contractor E-Verify Affidavit
  - Exhibit "B" Subcontractor E-Verify Affidavit
- Attachment E - Insurance Requirements
- Attachment F - Applicable Federal Provisions
- Attachment G - Experience Of Responder
- Attachment H - Draft Contract

**ATTACHMENT "A"**  
**ADDENDA ACKNOWLEDGMENT**

<p>Acknowledgment is hereby made of receipt of addenda issued during the solicitation period.</p> <p><b>SOLICITATION NUMBER:</b> NC23-016-RFQ</p>	<p>Addendum # <u>  1  </u> through # <u>  1  </u></p> <p>Date: 2/15/2023</p>
<p>Signature of Person Completing:</p> 	
<p>Printed Name:</p> <p>William R. Price</p>	<p>Title:</p> <p>President</p>

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



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

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

TO: All Proposers  
FROM: Thomas O'Brien, Procurement Specialist  
SUBJECT: Addendum #1  
Request For Qualification Number NC23-016  
Continuing Contract for Professional Geotechnical and Material Testing Services  
DATE: January 27, 2023

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

**Question and Answer:**

1. There is no Attachment D included in the Bid Packet. Is that something that will be added as an Addendum, or should we plan to not include it? Thank you.

Answer: See the attached Revised Table of Contents and Attachments.

2. In regard to Tab 6- Current Workload: Do you want to see all the projects we are working on in Nassau County or all the projects our office is working on as a whole? Is there a specific way you would like it shown or presented?

Answer: We would like to see total current workload to verify capacity to accommodate work as assigned if selected.

3. Regarding tab 5- References: Would you like the reference to be displayed on the form number 5. Work experience or is this form different?

Answer: Tab 5 and Attachment "G", per the attached Revised Attachments, are separate and both should be completed and submitted.

**Clarification:**

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

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

**Attachment:** Revised Table of Contents and Attachments



Request for Qualifications                      NC23-016-RFQ                      Addendum 1  
Continuing Contract for Professional Geotechnical and Material Testing Services

---

---

**ACKNOWLEDGMENT IS HEREBY MADE OF RECEIPT OF THIS ADDENDUM**

**Vendor/Company Name** CSI Geo, Inc.

**Vendor Signature:**                       **Date:** 2/15/2023

**End of Addendum #1**

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

TO BE RETURNED WITH BID

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

1. This sworn statement is submitted with Bid, Proposal or Contract for RFQ No. NC23-016  
Continuing Contract for Professional Geotechnical and Material Testing Services
2. This sworn statement is submitted by CSI Geo, Inc. (entity submitting sworn statement), whose business address is 2394 St. Johns Bluff Road, South, Ste 200 Jacksonville, FL 32246 and its Federal Employee Identification Number (FEIN) is 26-1171128. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)
3. My name is William R. Price (please print name of individual signing), and my relationship to the entity named above is President.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
  - a) A predecessor or successor of a person convicted of a public entity crime; or
  - b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not to fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

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

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

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

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

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

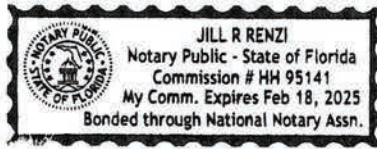
[Signature]   
Signature

2/15/2023   
Date

State of:  Florida

County of:  Duval

Sworn to (or affirmed) and subscribed before me by means of   physical presence or  X  online notarization, this  15th  day of  February , 20  23  by  William R. Price  who is  X  personally known to me or   produced   as identification.



[Signature]   
Notary Public

My commission expires:  2/18/2025

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

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that CSI Geo, Inc.  
\_\_\_\_\_ (print or type name of firm)

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

[Remainder of the page intentionally blank.]

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

*[Handwritten Signature]*

Authorized Signature

2/15/2023

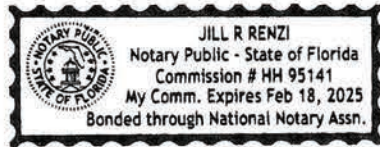
Date Signed

State of: Florida

County of: Duval

Sworn to (or affirmed) and subscribed before me by means of      physical presence or X online notarization, this 15th day of February, 20 23 by William R. Price who is X personally known to me or      produced      as identification.

*[Handwritten Signature]*  
Notary Public



My commission expires: 2/18/2025



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

John Martin  
Aaron C. Bell  
Jeff Gray  
Thomas R. Ford  
Klynt Farmer

Dist. No. 1 Fernandina Beach  
Dist. No. 2 Amelia Island  
Dist. No. 3 Yulee  
Dist. No. 4 Bryceville/Hilliard  
Dist. No. 5 Callahan/West Yulee

JOHN A. CRAWFORD  
Ex-Officio Clerk

DENISE MAY  
County Attorney

TACO E. POPE, AICP  
County Manager

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

Project Name: Continuing Contract for Professional Geotechnical and Material Testing Services

Bid No./Contract No.: RFQ No. NC23-016

### **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.

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

[Remainder of the page intentionally blank.]

**EXHIBIT "A"**

**CONTRACTOR E-VERIFY AFFIDAVIT**

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



Print Name: William R. Price

Date: 2/15/2023

STATE OF FLORIDA

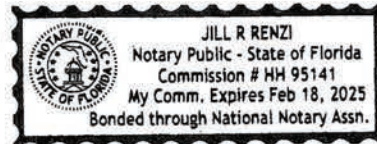
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 2/15/2023 (Date) by William R. Price, President (Name of Officer or Agent, Title of Officer or Agent) of CSI Geo, 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

Jill Renzi  
Printed Name

My Commission Expires: 2/18/2025







**Company ID Number: 387632**

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

<b>Employer CSI Geo, Inc.</b>	
<b>Mario Barcelo</b>	
Name (Please Type or Print)	Title
<b>Electronically Signed</b>	<b>01/25/2011</b>
Signature	Date

<b>Department of Homeland Security – Verification Division</b>	
<b>USCIS Verification Division</b>	
Name (Please Type or Print)	Title
<b>Electronically Signed</b>	<b>01/25/2011</b>
Signature	Date

**Information Required for the E-Verify Program**

<b>Information relating to your Company:</b>	
Company Name:	CSI Geo, Inc.
Company Facility Address:	2394 St. Johns Bluff Road. South Suite 200
	Jacksonville, FL 32246
Company Alternate Address:	
County or Parish:	DUVAL
Employer Identification Number:	261171128





**Company ID Number: 387632**

North American Industry Classification Systems Code:	541
Administrator:	
Number of Employees:	20 to 99
Number of Sites Verified for:	1
<p><b>Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:</b></p> <ul style="list-style-type: none"> <li>FLORIDA 1 site(s)</li> </ul>	

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

Name:	<b>Mario E Barcelo</b>	Fax Number:	<b>(904) 645 - 0057</b>
Telephone Number:	<b>(904) 641 - 1834 ext. 235</b>		
E-mail Address:	<b>mbarcelo@csi-geo.com</b>		

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”)



**EXHIBIT "B"**

**SUBCONTRACTOR E-VERIFY AFFIDAVIT**

I hereby certify that NicNevol Engineering Services, Inc. (Subcontractor Company Name) does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

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

A true and correct copy of NicNevol Engineering Services, Inc. (Subcontractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.

Webert Lovencin

Print Name: Webert Lovencin

Date: 2/9/2023

STATE OF FLORIDA

COUNTY OF Duval

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

Toshika Johnson  
Notary Public

Toshika Johnson  
Printed Name

My Commission Expires: 6/23/2026



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



Company ID Number: 1579185

**Approved by:**

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


**EXHIBIT "B"**

**SUBCONTRACTOR E-VERIFY AFFIDAVIT**

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



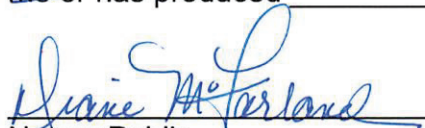
Print Name: Michael Mueckard

Date: 2/13/2023

STATE OF FLORIDA

COUNTY OF Pasco

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 13<sup>th</sup> (Date) by Michael Mueckard (Name of Officer or Agent, Title of Officer or Agent) of Applied Foundation Testing (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




Printed Name

My Commission Expires:



Diane McFarland  
Notary Public  
State of Florida  
Comm# HH097108  
Expires 3/2/2025



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



[Home](#) [Cases](#) [Reports](#) [Resources](#) ▾



## My Company Account

# My Company Profile

## Company Information

**Company Name**

Smart Infrastructure, LLC

**Doing Business As (DBA) Name**

Smart Infrastructure, LLC

**Company ID**

405675

**Enrollment Date**

Apr 01, 2011

**Employer Identification Number (EIN)**

814246626

**Unique Entity Identifier (UEI)**

---

**DUNS Number**

084072281

**Total Number of Employees**

10 to 19

**NAICS Code**

541

**Sector**

Professional, Scientific, and Technical Services

**Subsector**

Professional, Scientific, and Technical Services

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,

**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.

**WORKERS’ COMPENSATION AND EMPLOYER’S LIABILITY INSURANCE**

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

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

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

Part Two – Employer’s Liability Insurance

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

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

**AUTOMOBILE LIABILITY INSURANCE**

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

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

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

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

**PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)**

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

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

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



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

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

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

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

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

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

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

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

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/15/2022

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

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

<b>PRODUCER</b> GHG Insurance 1000 Riverside Ave., Suite 500 Jacksonville FL 32204	<b>CONTACT NAME:</b> Kim Miazga <b>PHONE (A/C No. Ext):</b> 904-421-8600 <b>FAX (A/C, No):</b> 904-421-8601 <b>E-MAIL ADDRESS:</b> info@ghgins.com														
<b>INSURED</b> CSI Geo Inc. 2394 St. Johns Bluff Road Suite 200 Jacksonville FL 32246	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td><b>INSURER A :</b> ICW Group</td> <td style="text-align: center;">27847</td> </tr> <tr> <td><b>INSURER B :</b> Phoenix Insurance Company</td> <td style="text-align: center;">25623</td> </tr> <tr> <td><b>INSURER C :</b> Travelers Property Casualty Company of America</td> <td style="text-align: center;">25674</td> </tr> <tr> <td><b>INSURER D :</b> StarStone Specialty Insurance Company</td> <td style="text-align: center;">44776</td> </tr> <tr> <td><b>INSURER E :</b></td> <td></td> </tr> <tr> <td><b>INSURER F :</b></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A :</b> ICW Group	27847	<b>INSURER B :</b> Phoenix Insurance Company	25623	<b>INSURER C :</b> Travelers Property Casualty Company of America	25674	<b>INSURER D :</b> StarStone Specialty Insurance Company	44776	<b>INSURER E :</b>		<b>INSURER F :</b>	
INSURER(S) AFFORDING COVERAGE	NAIC #														
<b>INSURER A :</b> ICW Group	27847														
<b>INSURER B :</b> Phoenix Insurance Company	25623														
<b>INSURER C :</b> Travelers Property Casualty Company of America	25674														
<b>INSURER D :</b> StarStone Specialty Insurance Company	44776														
<b>INSURER E :</b>															
<b>INSURER F :</b>															

**COVERAGES**

**CERTIFICATE NUMBER: 1503874473**

**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> XCU not excluded GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6601S097711	4/1/2022	4/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B B	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BA3N630146 BA0N112478	4/1/2022 4/1/2022	4/1/2023 4/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP1S109622	4/1/2022	4/1/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	WFL502510310	1/1/2023	1/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional & Pollution Liab			82468L220APL	4/1/2022	4/1/2023	Aggregate/Per Claim \$2,000,000/\$2M

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Umbrella Liability provides coverage over all policies except Professional/Pollution Liability and is follow form.

**CERTIFICATE HOLDER**

**CANCELLATION**

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

**ATTACHMENT “E”  
FEDERAL PROVISIONS**

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

1. **Drug Free Workplace Requirements:** All contractors entering into Federal funded contracts over the simplified acquisition threshold (as defined at 41 U.S.C. § 134) must comply with the Drug Free Workplace Act of 1988 (41 U.S.C. 8102), which requires the contractor to take certain actions to provide a drug-free workplace.
2. **Davis-Bacon Act:** If applicable, the contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. §§ 3141-3144 and 3136-3148), and to require all of its contractors performing work under this Agreement to adhere to same. The CONSULTANT are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the CONSULTANT are required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the contractor shall place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation documents. The decision to award a contract shall be conditioned upon the acceptance of the wage determination. The CONSULTANT must report all suspected or reported violations of the Davis-Bacon Act to the County.
3. **Copeland Anti Kick Back Act:** CONSULTANT shall comply with all the requirements of the Copeland Anti-Kickback Act (18 U.S.C. § 874 and 40 U.S.C. § 3145, as supplemented by Department of Labor regulations at 29 CFR Part 3), which are incorporated by reference to this Agreement. CONSULTANT are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.
4. **Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701–3708):** Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. § 3702 of the Act, each CONSULTANT is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
5. **Debarment and Suspension (Executive Orders 12549 and 12689):** A contract award (see 2 CFR 180.220) must not be made under this Agreement to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR part 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The CONSULTANT shall certify compliance. The CONSULTANT further agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts, which

shall read as follows:

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

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

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

12. **E-Verify:** Enrollment and verification requirements:

- a. If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall:
  - i. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award;
  - ii. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,
  - iii. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee’s assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.).
- b. If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of:
  - i. All new employees:
    1. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
    - ii. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
    - iii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.).
- c. If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State 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 "G"**  
**EXPERIENCE OF RESPONDENT**

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

1. **FIRM NAME:** CSI Geo, Inc.  
 Address: 2394 St. Johns Bluff Road, South, Suite 200  
 City/State/Zip: Jacksonville, FL 32246  
 Phone: 904-309-8590 Email: wprice@csi-geo.com  
 Name of primary contact responsible for work performance: John Iya, PE  
 Phone: 904-345-5823 Cell Phone: 904-424-2793  
 Email: jiya@csi-geo.com
2. **INSURANCE:**  
 Surety Company: N/A  
 Agent Company: N/A  
 Agent Contact: N/A  
 Total Bonding Capacity: \$ N/A Value of Work Presently Bonded: \$ N/A
3. **EXPERIENCE:**  
 Years in business: 15  
 Years in business under this name: 15  
 Years performing this type of work: 15  
 Value of work now under contract: 12,234 Million  
 Value of work in place last year: 6,885 Million  
 Percentage (%) of work usually self-performed: 88,5%  
 Name of subvendors you may use: AFT, NicNevol  
 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            | <u>6</u> Full time  | <u>0</u> Part time |
| Site/Crew Supervisors | <u>5</u> Full time  | <u>0</u> Part time |
| Workers/Laborers      | <u>22</u> Full time | <u>2</u> Part time |
| Clerical              | <u>3</u> Full time  | <u>0</u> Part time |
| Other                 | <u>5</u> Full time  | <u>0</u> Part time |

**5. WORK EXPERIENCE:**

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

Reference #1:

Company/Agency Name: Jacksonville Electric Authority

Address: 225 N Pearl Street, Jacksonville, FL 32202

Contract Person: Justine Sencer, PE

Phone: 904-665-6826 Email: sencjb@jea.com

Project Description: Professional Geotechnical and Material Field and Laboratory Testing and Inspection Services

Contract \$ Amount: \$619,351.27

Date Completed: Ongoing

Reference #2:

Company/Agency Name: FDOT, District 2

Address: 1109 South Marion Avenue, Lake City, Florida 32025

Contract Person: Jesse Sutton

Phone: 386-961-7567 Email: jesse.sutton@dot.state.fl.us

Project Description: DW Geotechnical & Materials Testing BDI Contract / Task: I-295 (SR 9A) at SR 15 (US 17) to South of Wells Road

Contract \$ Amount: \$1,500,000

Date Completed: Ongoing

Reference #3:

Company/Agency Name: Putnam County Public Works

Address: 223 Putnam County Blvd, East Palatka, FL 32131

Contract Person: Michael Nimitz

Phone: 386-329-1910 Email: Mike.nimitz@putnam-fl.com

Project Description: Geotechnical Engineering & Construction Testing Continuing Services Contract Lake Susan Road

Contract \$ Amount: \$2,054,859

Date Completed: 2019

**REMINDER:**

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

ATTACHMENT "H"

**CONTRACT FOR \*\*\*\*\* SERVICES**

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

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

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

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

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

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

**SECTION 2. Receiving/Payment/Invoicing**

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



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

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

**SECTION 3. Acceptance of Services and/or Materials**

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

**SECTION 4. Firm Prices**

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

**SECTION 5. Fund Availability**

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

**SECTION 6. Expenses**

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

## **SECTION 7. Taxes and Liens**

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

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

## **SECTION 8. Laws Governing this Contract**

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

## **SECTION 9. Changes**

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

## **SECTION 10. Modifications**

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

## **SECTION 11. Assignment & Subcontracting**

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

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

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

#### **SECTION 12. Severability**

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

#### **SECTION 13. Termination for Default, Fraud or Willful Misconduct**

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

#### **SECTION 14. Termination for Convenience**

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

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

**SECTION 15. Force Majeure**

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

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

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

#### **SECTION 16. Access and Audits**

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

#### **SECTION 17. Vendor Responsibilities**

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

#### **SECTION 18. Public Emergencies**

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

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

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

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

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

**SECTION 20. Probationary Period**

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

**SECTION 21. Independent Vendor Status**

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

**SECTION 22. Indemnification and Insurance**

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

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

**SECTION 23. Dispute Resolution**



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

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

#### **SECTION 24. E-Verify System**

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

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

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

**SECTION 25. Public Records**

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

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

or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**SECTION 26. Request for Records; Noncompliance**

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

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

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

**SECTION 27. Civil Action**

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

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

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

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

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

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

**SECTION 29. Entire Agreement**

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

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

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

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**Attest as to authenticity of the  
Chair’s signature:**

\_\_\_\_\_  
**JOHN A. CRAWFORD**  
Its: **Ex-Officio Clerk**

Approved as to form and legality by the  
Nassau County Attorney

\_\_\_\_\_  
DENISE C. MAY

**UNITED BROTHERS DEVELOPMENT  
CORPORATION**

\_\_\_\_\_  
By:

\_\_\_\_\_  
Its:

\_\_\_\_\_  
Date:

DRAFT





# NASSAU

*County*



# CSI Geo

Geotechnical • CMT • CEI



**Exhibit "E"****Insurance Requirements****GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS****COMMERCIAL GENERAL LIABILITY INSURANCE**

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

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

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

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

**WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE**

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

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

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

Part Two – Employer's Liability Insurance

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

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

**AUTOMOBILE LIABILITY INSURANCE**

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

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

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

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

**PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)**

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

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

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

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

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

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

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

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

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

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

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

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

## 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

## FEDERAL PROVISIONS

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

### **Access to Records and Record Retainage**

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

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

### **Domestic Procurement Preference.**

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

### **Telecommunications Huawei / ZTE Ban**

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


**Certificate Of Completion**

Envelope Id: F54D8E1ECDBF4D418A552A89124470EF Status: Completed  
 Subject: Please Initial: CM3472-CSI Geo-Contin Contract for Profess Geotech & Material Testing-\$2,000,000.00  
 Source Envelope: 582CE0F81FE24727BCBE86A13D235775  
 Document Pages: 175 Signatures: 0 Envelope Originator:  
 Certificate Pages: 5 Initials: 22 Tabitha  
 AutoNav: Enabled tgivens@nassaucountyfl.com  
 Envelopeld Stamping: Enabled IP Address: 50.238.237.26  
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)

**Record Tracking**

Status: Original Holder: Tabitha Location: DocuSign  
 10/10/2023 10:54:24 AM tgivens@nassaucountyfl.com

**Signer Events**

Signer Events	Signature	Timestamp
William R. Price wprice@csi-geo.com President Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 168.220.110.139	Sent: 10/10/2023 10:59:11 AM Viewed: 10/10/2023 2:03:26 PM Signed: 10/10/2023 2:34:21 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 10/10/2023 2:03:26 PM  
 ID: 3734c9a9-2182-42ba-8e8e-4229cc6f74e3

**In Person Signer Events**

**Editor Delivery Events**

**Agent Delivery Events**

**Intermediary Delivery Events**

**Certified Delivery Events**

**Carbon Copy Events**

In Person Signer Events	Signature	Timestamp
Tabitha Givens tgivens@nassaucountyfl.com Administrator Coordinator Nassau County Security Level: Email, Account Authentication (None)		Sent: 10/10/2023 2:34:26 PM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

**Witness Events**

**Notary Events**

**Envelope Summary Events**

Witness Events	Signature	Timestamp
Envelope Sent	Hashed/Encrypted	10/10/2023 10:59:11 AM
Certified Delivered	Security Checked	10/10/2023 2:03:26 PM
Signing Complete	Security Checked	10/10/2023 2:34:21 PM
Completed	Security Checked	10/10/2023 2:34:26 PM

**Payment Events**

**Status**

**Timestamps**

**Electronic Record and Signature Disclosure**

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

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

### **Getting paper copies**

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

### **Withdrawing your consent**

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

### **Consequences of changing your mind**

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

### **All notices and disclosures will be sent to you electronically**

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

### **How to contact County of Nassau:**

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

To contact us by email send messages to: [bsimmons@nassaucountyfl.com](mailto:bsimmons@nassaucountyfl.com)

### **To advise County of Nassau of your new email address**

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

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

### **To request paper copies from County of Nassau**

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

### **To withdraw your consent with County of Nassau**

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