

BOCC CONTRACT APPROVAL FORM

CONTRACT TRACKING NO.

SECTION 1 - GENERAL INFORMATION
 Requesting Department: Capital Improvement Projects Contact Person: Tabitha Givens
 Telephone: (904) 5 3 0-682 Email: tgivens@nassaucountyfl.com

SECTION 2 - VENDOR INFORMATION
 Name: ETM Surveying & Mapping, Inc.
 Address: 14775 Old St Augustine Road
 City: Jacksonville State: Florida Zip Code: 32258
 Vendor's Administrator Name: Cliff Colyer III Title: Project Manager
 Telephone: (904) 642-8550 Email: ColyerC@etmsurvey.com

SECTION 3 - VENDOR AUTHORIZED SIGNATORY
 Authorized Signatory Name: Scott Graham
 Authorized Signatory Email: GrahamS@etmsurvey.com
 (IDENTIFY WHO WILL SIGN THE CONTRACT ON BEHALF OF THE VENDOR. OFFICER/DIRECTOR WITH AUTHORITY TO BIND COMPANY.)

SECTION 4 - CONTRACT INFORMATION
 Contract Name: Contract for Professional Services
 Type: New Contract Work Authorization Supplemental Agreement
 Short Description of Product(s)/Service(s) Being Requested: Continuing Contract for Professional Surveying and Mapping Services
 (GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.)
 Procured Method: Quotes ITB RFP RFQ Piggyback Exemption Sole Source
 Single Source Other _____
 Total Amount of Contract: \$2,000,000.00 NTE (Estimate if necessary)
 Account Number: TBD
 Source of Funds: County State Federal Other: TBD BY EACH WORK ORDER AUTHORIZATION
 County Authorized Signatory: BOCC Chairman County Manager
 (IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC)

SECTION 5 - INSURANCE
 Insurance Category: Category L Category M Category H Other: Prior to Insurance Matrix - Similar to M w/ Professional
 Risk Manager Initials: RM

SECTION 6 - AMENDMENT INFORMATION
 Contract Tracking No: _____ Amendment No: _____
 Type of Amendment: Renewal Time Only Extension Additional Scope Other: _____
 Increased Amount to Existing Contract: _____ (if any) Total with Amended Amount: _____

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY

- | | | | | |
|----|----------------------------------|-------------------|------------|-------------------|
| 1. | <u>Robert Companion</u> | <u>10/3/2023</u> | | |
| | Department Head/Contract Manager | Date | <u>RF</u> | <u>10/3/2023</u> |
| 2. | <u>Chris Lacambra</u> | <u>10/4/2023</u> | | |
| | Office of Mgmt & Budget | Date | | |
| 3. | <u>Renee [Signature]</u> | <u>10/4/2023</u> | | |
| | Procurement | Date | | |
| 4. | <u>Denise C. May</u> | <u>10/10/2023</u> | <u>RFJ</u> | <u>10/10/2023</u> |
| | County Attorney | Date | | |

COUNTY MANAGER - FINAL SIGNATURE APPROVAL
Taco E. Pope AICP 10/10/2023
 County Manager Date

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 **ETM Surveying & Mapping, Inc.** located at 14775 Old St. Augustine Road, Jacksonville, FL 32258, hereinafter referred to as the “Consultant”.

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

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

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

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

SECTION 1. Recitals.

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

SECTION 2. Exhibits.

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

- Exhibit A** SCOPE OF SERVICES;
- Exhibit B** NEGOTIATED FEE SCHEDULE;
- Exhibit C** COUNTY’S REQUEST FOR QUALIFICATIONS NC23-011-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.

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SECTION 5. The County's Responsibility.

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

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

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

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

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

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

SECTION 7. Compensation.

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

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

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

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

SECTION 8. Standard of Care.

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

SECTION 9. Equal Opportunity Employment.

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

SECTION 10. Access to Premises.

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

SECTION 11. Funding.

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

SECTION 12. Expenses.

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

SECTION 13. Taxes, Liens, Licenses and Permits.

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

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

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

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

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

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

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

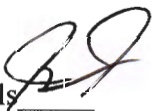
SECTION 15. Modifications.

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

SECTION 16. Assignment and Subcontracting.

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

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

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

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

SECTION 17. Severability.

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

SECTION 18. Termination for Default.

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

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

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

SECTION 19. Termination for Convenience.

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

SECTION 20. Nondisclosure of Proprietary Information.

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

SECTION 21. Contingent Fees.

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

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

SECTION 22. Ownership of Documents.

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

SECTION 23. Force Majeure.

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

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

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

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SECTION 24. Access And Audits of Records.

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

SECTION 25. Independent Consultant Status.

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

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

SECTION 26. Indemnification.

26.1 The Consultant shall indemnify and hold harmless the County and its agents and employees from all claims, liabilities, damages, losses, expenses and costs, including attorney's 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

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performance of this Contract. The Consultant shall, at its own expense, defend any and all such actions, suits, or proceedings which may be brought against the County in connection with the Consultant's performance under this Contract.

SECTION 27. Insurance.

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

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

SECTION 28. Dispute Resolution Process.

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

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

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

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

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

SECTION 29. E-Verify.

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

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

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

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

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

SECTION 30. Public Records.

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 32. Public Entity Crimes.

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

SECTION 33. Anti-Discrimination.

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

SECTION 34. Advertising.

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

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

SECTION 35. Notices.

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

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

Consultant: ETM Surveying & Mapping, Inc.
Attn: Project Manager
14775 Old St. Augustine Road
Jacksonville, FL 32258

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.

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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.

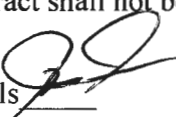
38.2 All representations, indemnifications, warranties and guaranties made by the Consultant in this Contract, as well as all continuing obligations indicated in this Contract, shall survive final payment and termination or completion of this Contract.

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 SY

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.

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

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

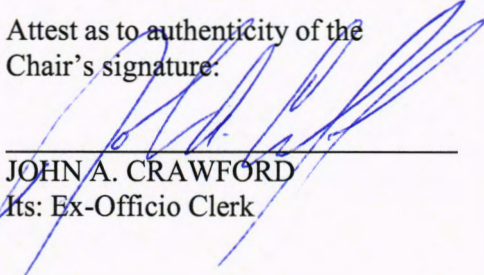


By: Klynt A. Farmer

Its: Chairman

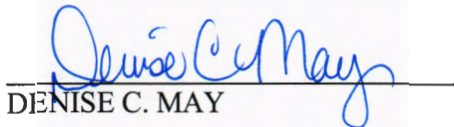
Date: November 27, 2023

Attest as to authenticity of the
Chair's signature:



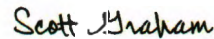
JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form and legality by the
Nassau County Attorney



DENISE C. MAY

ETM SURVEYING & MAPPING, INC.



By: Scott A. Graham

Its: Vice President Survey

Date: 10/4/2023

Initials 

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Exhibit "A"

Scope of Services

2.1 OVERVIEW

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

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

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

The projects may include, but are not limited to, park and recreation facilities, storage buildings, parking garages, maintenance buildings, utility pipelines, underground utilities, water and wastewater treatment plants, marine facilities, seawalls, docks, fire stations, auditoriums, community centers, bridges and roadways, drainage structures and culverts, wind turbines, shade structures and office buildings.

Successful Firm will be responsible for the following, including but not limited to:

- performing all topographic survey work using total stations capable of measuring angles to within 5 seconds of arc and collecting data electronically in a format compatible with AutoCAD software.
- producing all electronic survey files utilizing the County's field codes and block definitions. The current field code libraries and block definitions will be provided with each assignment. Alternative software solutions may also be considered if the resulting output is identical to or compatible with AutoCAD.
- providing crews competent in topographic surveys, construction layout and as-built surveys. On occasion, limited hydrographic work may be required. Firm will be responsible providing the necessary personnel, equipment and expertise to perform this task. Hydrographic survey personnel need not be full-time employees of the Firm, but their utilization must be approved by the County, prior to any work being initiated on these projects.
- producing all work in AutoCAD or a more recent version, compliant with the County CAD standards in force at the time of issuance of the work authorization.
- having access to and the expertise to operate GPS equipment to provide geographical or State Plane coordinate locations of control points or features as required.
- reconciliation or explanation of any discrepancies between survey and recorded legal description.

- do title searches and title reports.
- reviewing existing records and data including but not limited to geographic information system (GIS) data, drawings, reports, maps, and other documents relevant to the limits of the assigned project.
- providing construction staking and layouts.
- preparing as-built drawings on newly installed infrastructure.
- providing aerial mapping and digital terrain modeling.
- providing land and Hydrographic surveying (including canals & waterways).
- providing asset mapping and plan development services.

In addition, Firms must have experience in providing services including but not limited to construction layout, boundary surveys, preparation of sketches and legal descriptions, mapping, AutoCAD drafting, calculations and other survey and mapping related services.

2.2 Term of Agreement/Contract

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

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

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

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

It is the Consultant's responsibility to request any rate adjustment under this provision. For any adjustment to commence on the first day of any exercised option period, the Consultant's request for adjustment should be submitted 90 calendar days prior to expiration of the then current contract term. The Consultant's adjustment request should

not be in excess of the relevant pricing index change, unless approved by County. If no adjustment request is received from the Consultant, the County will assume that the Consultant has agreed that the optional term may be exercised without rate adjustment. Any adjustment request received after the commencement of a new option period may not be considered.

2.3 Additional Information

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

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

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

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

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

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

Exhibit "B" - Fee Schedule

ETM SURVEY AND MAPPING, INC.

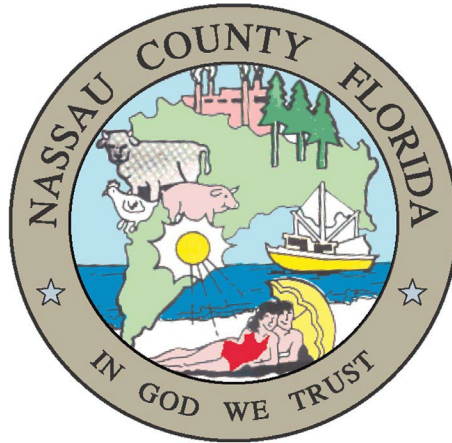
HOURLY FEE SCHEDULE – 2023

Principal Surveyor.....	\$250.00	/Hr.
Senior Surveyor / Senior Project Manager.....	\$193.00	/Hr.
Director.....	\$185.00	/Hr.
SUE Coordinator.....	\$160.00	/Hr.
Project Surveyor.....	\$160.00	/Hr.
Project Manager – Survey.....	\$140.00	/Hr.
Associate Project Manager – Survey.....	\$95.00	/Hr.
Survey CADD Technician.....	\$113.00	/Hr.
Field Supervisor.....	\$145.00	/Hr.
Survey Intern.....	\$125.00	/Hr.
Administrative Support.....	\$95.00	/Hr.
SUE Technician.....	\$113.00	/Hr.
Survey Field Crew.....	\$180.00	/Hr.
Utility Designation Crew.....	\$190.00	/Hr.
SUE Locate Field Crew.....	\$210.00	/Hole
Soft Hole (local-per hole, min. 5 holes)	\$450.00	/Hole
Hard Hole (local-per hole, min. 5 holes)	\$550.00	/Hole

*ETM Survey's standard hourly billing rates are reevaluated annually prior to the beginning of the calendar year and subject to an increase not to exceed three (3) percent per year.

EXHIBIT "C" - COUNTYS RFQ

EXHIBIT "C" - COUNTYS RFQ **NASSAU COUNTY
FLORIDA**



NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

REQUEST FOR QUALIFICATIONS (RFQ)

**CONTINUING CONTRACT FOR
PROFESSIONAL SURVEYING AND MAPPING
SERVICES**

RFQ NO. NC23-011

PROPOSALS ARE DUE NOT LATER THAN

February 1, 2023 @ 10:00 A.M.

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SECTION 1	GENERAL INFORMATION
SECTION 2	SCOPE OF SERVICES
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SECTION 4	INSTRUCTIONS AND INFORMATION TO RESPONDENTS
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SECTION 6	CONTRACT PROCEDURES
SECTION 7	ADDITIONAL INFORMATION
 <u>ATTACHMENTS</u>	
ATTACHMENT "A"	ADDENDA ACKNOWLEDGMENT
ATTACHMENT "B"	STATEMENT OF "NO RESPONSE"
ATTACHMENT "C"	DRUG FREE WORKPLACE CERTIFICATE
ATTACHMENT "D"	PUBLIC ENTITY CRIMES SWORN STATEMENT
ATTACHMENT "E"	E-VERIFY AFFIDAVIT
ATTACHMENT "F"	INSURANCE REQUIREMENTS
ATTACHMENT "G"	APPLICABLE FEDERAL PROVISIONS
ATTACHMENT "H"	EXPERIENCE OF RESPONDER
ATTACHMENT "I"	DRAFT CONTRACT

SECTION 1: PROJECT INFORMATION

1.1 PURPOSE:

Pursuant to Florida Statutes Chapter 287.055 "Consultants' Competitive Negotiation Act", the Nassau County Board of County Commissioners (BOCC) County of Nassau (the "County") invites qualified surveying or professional engineering firms to submit qualifications and experience for consideration to provide Professional Surveying and Mapping Services for various County projects in Nassau County, Florida,

SECTION 2: SCOPE OF SERVICES

2.1 OVERVIEW

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

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

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

The projects may include, but are not limited to, park and recreation facilities, storage buildings, parking garages, maintenance buildings, utility pipelines, underground utilities, water and wastewater treatment plants, marine facilities, seawalls, docks, fire stations, auditoriums, community centers, bridges and roadways, drainage structures and culverts, wind turbines, shade structures and office buildings.

Successful Firm will be responsible for the following, including but not limited to:

- performing all topographic survey work using total stations capable of measuring angles to within 5 seconds of arc and collecting data electronically in a format compatible with AutoCAD software.
- producing all electronic survey files utilizing the County's field codes and block definitions. The current field code libraries and block definitions will be provided with each assignment. Alternative software solutions may also be considered if the resulting output is identical to or compatible with AutoCAD.
- providing crews competent in topographic surveys, construction layout and as-built surveys. On occasion, limited hydrographic work may be required. Firm will be responsible providing the necessary personnel, equipment and expertise to perform this task. Hydrographic survey personnel need not be full-time employees of the Firm, but their utilization must be approved by the County, prior to any work being initiated on these projects.
- producing all work in AutoCAD or a more recent version, compliant with the

County CAD standards in force at the time of issuance of the work authorization.

- having access to and the expertise to operate GPS equipment to provide geographical or State Plane coordinate locations of control points or features as required.
- reconciliation or explanation of any discrepancies between survey and recorded legal description.
- do title searches and title reports.
- reviewing existing records and data including but not limited to geographic information system (GIS) data, drawings, reports, maps, and other documents relevant to the limits of the assigned project.
- providing construction staking and layouts.
- preparing as-built drawings on newly installed infrastructure.
- providing aerial mapping and digital terrain modeling.
- providing land and Hydrographic surveying (including canals & waterways).
- providing asset mapping and plan development services.

In addition, Firms must have experience in providing services including but not limited to construction layout, boundary surveys, preparation of sketches and legal descriptions, mapping, AutoCAD drafting, calculations and other survey and mapping related services.

2.2 Term of Agreement/Contract

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

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

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

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

It is the Consultant's responsibility to request any rate adjustment under this provision. For any adjustment to commence on the first day of any exercised option period, the Consultant's request for adjustment should be submitted 90 calendar days prior to expiration of the then current contract term. The Consultant's adjustment request should

not be in excess of the relevant pricing index change, unless approved by County. If no adjustment request is received from the Consultant, the County will assume that the Consultant has agreed that the optional term may be exercised without rate adjustment. Any adjustment request received after the commencement of a new option period may not be considered.

2.3 Additional Information

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

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

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

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

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

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

SECTION 3: FIRMS QUALIFICATIONS AND EXPERIENCE

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

SECTION 4: INSTRUCTIONS AND INFORMATION TO RESPONDENTS

4.1 SCHEDULE OF SELECTION PROCESS/KEY DATES:

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

Event	Date	Time
- RFQ Available on Planet Bids	December 22, 2022	
Deadline for Questions	January 11, 2023	by 4:00 p.m.
County Responses to Questions Posted to Planet Bids	January 25, 2023	
RFQ Responses Due Date/Time and RFQ Opening Date/Time	February 1, 2023	by 10:00 a.m.
Evaluation Committee (Evaluate/Rank Firms)	TBD	10:30 a.m.
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".

- 4.6 PROPOSALS AND PRESENTATION COST:** The County will not be liable in any way for any cost incurred by the Respondent in the preparation of their proposal in response to this RFQ nor for the presentation of their proposals or participation in any discussions or negotiations.
- 4.7 RESPONSE FORMAT.** To facilitate and expedite review, the County asks that all Respondents follow the response format outlined below. Failure to submit your response in the format requested may result in the reduction of your overall evaluation score. To assist you in preparing your response, the County's selection procedures are also described herein. Please abide by all requirements set forth to avoid any risk of disqualification.

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

TAB 1 – Cover Letter

Provide a cover letter no longer than two (2) pages in length, signed by an authorized representative of your Firm that can legally bind the company and provide, his/her title, address, phone number, and email address. Provide a positive commitment to perform

the required work. Proposer should also provide the primary contact person for this solicitation including his/her title, phone number, and email address. A table of contents should follow the cover letter.

TAB 2 – Table of Contents

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

TAB 3 – Team Organization, Experience and Qualifications

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

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

TAB 4 – Project Understanding, Approach and Methodology

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

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

TAB 5 – References

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

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

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

public entities to make inquiry into Respondent's performance of those contracts and the information obtained may be considered in evaluating Respondent's proposal.

TAB 6 – CURRENT WORKLOAD

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

TAB 7 – TECHNOLOGY

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

TAB 8 – HOURLY RATE SCHEDULE

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

TAB 9 – Attachments/Administrative Information

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

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

consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of this provision, the County shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 5. EVALUATION/SELECTION PROCESS

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

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

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

SECTION 6. CONTRACT PROCEDURES

- 6.1 Presentation to the Board:** The Procurement Director shall submit an agenda item for presentation to the Nassau County Board of County Commissioners requesting consideration and approval to award based on the recommendation of the evaluation committee according to the overall ranking and authorization to negotiate a contract with the top-ranked Firms.

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

SECTION 7. STANDARD CONTRACT TERMS FOR PROFESSIONAL SERVICES

The contract that the County intends to use for award is attached as Attachment "J" 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>SOLICITATION NUMBER: NC23-011-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"
STATEMENT OF "NO RESPONSE"

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

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

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

Remarks: _____

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

Typed Name and Title

Company Name

Address

Signature

Date

Telephone Number

Fax Number

Email Address

ATTACHMENT "C"
DRUG FREE WORKPLACE CERTIFICATE

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

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

[Remainder of the page intentionally blank.]

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

Authorized Signature

Date Signed

State of: _____

County of: _____

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

Notary Public

My commission expires: _____

**ATTACHMENT “D”
SWORN STATEMENT
UNDER FLORIDA STATUTE 287.133(3)(a) ON PUBLIC ENTITY CRIMES**

TO BE RETURNED WITH BID

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

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

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

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

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

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

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

Signature

Date

State of: _____

County of: _____

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

Notary Public

My commission expires: _____



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

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

NC23-011-RFQ
Dist. No. 1 Fernandina Beach
Dist. No. 2 Amelia Island
Dist. No. 3 Yulee
Dist. No. 4 Bryceville/Hilliard
Dist. No. 5 Callahan/West Yulee

JOHN A. CRAWFORD
Ex-Officio Clerk

DENISE MAY
County Attorney

TACO E. POPE, AICP
County Manager

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

Project Name: _____

Bid No./Contract No.: _____

DEFINITIONS:

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

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

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

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

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

(904) 530-6100

An Affirmative Action / Equal Opportunity Employer

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

CONTRACT TERMINATION:

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

EXHIBIT "A"
CONTRACTOR E-VERIFY AFFIDAVIT

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

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

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

Print Name: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

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

Notary Public

Printed Name

My Commission Expires: _____

EXHIBIT "B"
SUBCONTRACTOR E-VERIFY AFFIDAVIT

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

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

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

Print Name: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

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

Notary Public

Printed Name

My Commission Expires: _____

ATTACHMENT “F”
GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS

COMMERCIAL GENERAL LIABILITY INSURANCE

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

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

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

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

PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

shall read as follows:

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

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

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

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

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

the contract.

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

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

paragraph, appropriately modified for identification of the parties in each subcontract that:

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

FEDERAL NON-DISCRIMINATION PROVISIONS

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

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.)
2. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.)
3. Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12101 et seq.)
4. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794)
5. Revised ADA Standards for Accessible Design for Construction Awards
 - a. Title II of the Americans with Disabilities Act (ADA) (28 C.F.R. part 35; 75 FR 56164, as amended by 76 FR 13285)
 - b. Title III of the ADA (28 C.F.R. part 36; 75 FR 56164, as amended by 76 FR 13286)
6. Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.)
7. Parts II and III of EO 11246, "Equal Employment Opportunity," (30 FR 12319, 1965), as amended by EO 11375 (32 FR 14303, 1967)
8. EO 12086 "Consolidation of contract compliance functions for equal employment opportunity" (43 FR 46501, 1978), requiring federally assisted construction contracts to include the non-discrimination provisions of §§ 202 and 203 of EO 11246 "Equal Employment Opportunity" (41 C.F.R. § 60-1.4(b), 1991)
9. EO 13166 (August 11, 2000), "Improving Access to Services for Persons With Limited English Proficiency"
10. Pilot Program for Enhancement of Employee Whistleblower Protections. The National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. No. 112-239, enacted January 2,

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

ENVIRONMENTAL COMPLIANCE

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

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

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

[Remainder of the page intentionally blank.]

**ATTACHMENT "H"
EXPERIENCE OF RESPONDENT**

The following questionnaire shall be answered by the bidder for use in evaluating the bid to determine the lowest, responsive, and responsible bidder, meeting the required specifications.

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

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

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

4. PERSONNEL
How many employees does your company employ:
Management ___ Full time ___ Part time
Site/Crew Supervisors ___ Full time ___ Part time
Workers/Laborers ___ Full time ___ Part time
Clerical ___ Full time ___ Part time
Other ___ Full time ___ Part time

5. WORK EXPERIENCE:

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

Reference #1:

Company/Agency Name: _____

Address: _____

Contract Person: _____

Phone: _____ Email: _____

Project Description: _____

Contract \$ Amount: _____

Date Completed: _____

Reference #2:

Company/Agency Name: _____

Address: _____

Contract Person: _____

Phone: _____ Email: _____

Project Description: _____

Contract \$ Amount: _____

Date Completed: _____

Reference #3:

Company/Agency Name: _____

Address: _____

Contract Person: _____

Phone: _____ Email: _____

Project Description: _____

Contract \$ Amount: _____

Date Completed: _____

REMINDER:

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

ATTACHMENT "I"

CONTRACT FOR *** SERVICES**

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

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

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

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

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

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

SECTION 2. Receiving/Payment/Invoicing

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

Initials: _____

Initials: _____

ATTACHMENT "I"

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.

ATTACHMENT "I"

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

Initials: _____

Initials: _____

ATTACHMENT "I"

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

ATTACHMENT "I"

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

Initials: _____

Initials: _____

ATTACHMENT "I"

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

ATTACHMENT "I"

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

Initials: _____

Initials: _____

ATTACHMENT "I"

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

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

SECTION 24. E-Verify System

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

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

ATTACHMENT "I"

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

SECTION 25. Public Records

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

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

ATTACHMENT "I"

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.

ATTACHMENT "I"

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

Initials: _____

Initials: _____

ATTACHMENT "I"

Approved as to form and legality by the
Nassau County Attorney

DENISE C. MAY

**UNITED BROTHERS DEVELOPMENT
CORPORATION**

By: _____

Its: _____

Date: _____

DRAFT

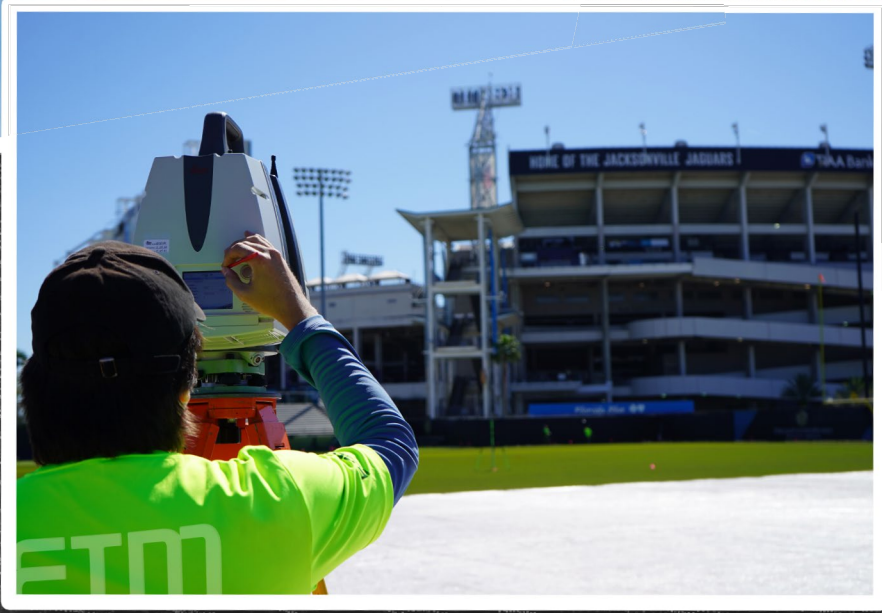
Initials: _____

Initials: _____

Nassau County

CONTINUING CONTRACT FOR PROFESSIONAL SURVEYING AND MAPPING SERVICES

RFQ No. NC23-011 | February 1, 2023



Tab 1 - Cover Letter



www.etminc.com
tel 904-642-8550 • fax 904-642-4165
14775 Old St. Augustine Road • Jacksonville, Florida 32258

February 1, 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: Continuing Contract for Professional Architectural and Engineering Services; RFQ No. NC23-009-RFQ

Members of the Selection Committee,

ETM Surveying & Mapping, Inc. (ETM Survey), is pleased to submit our qualifications in response to Nassau County's Continuing Contract for Professional Surveying and Mapping Services.

Our company has been providing high-quality surveying and mapping services to clients in Northeast Florida for nearly a century. During this period, we have built and sustained a reputation for integrity, service, and adding value to our clients' projects by combining the innovative use of technology, our geographic knowledge, our archives, and the skills of our licensed professionals.

ETM Survey understands that Nassau County is seeking a qualified Consultant with a current State of Florida Surveyor and Mapper License to provide professional surveying and mapping services for miscellaneous projects throughout the County. Project tasks include but may not be limited to preparation of land boundary surveys, topographic surveys, maintenance maps, right-of-way location surveys, legal descriptions, ground truthing and control for aerial surveys, cross sections, for drainage basin analysis, design surveys, construction layout, subsurface utility location, GIS grade, and 3D mapping. Due to our team's combined experience, knowledge, and resources, we are confident you will find that we are uniquely qualified and well-suited for this contract.

To support this contract, we have a staff of over 80 qualified employees that are experienced in performing the various surveying and mapping services anticipated, as well as the resources needed to respond quickly, efficiently, and effectively to all requests made by the County. In addition, we understand that the land surveying aspect of a county project is just a part of a much larger undertaking involving many professionals at all levels and will ensure that careful consideration is applied to all project schedules and budgets, and that all critical path survey data is delivered on time.

Our staff and subconsultants are experienced, responsive, dependable, and knowledgeable - all essential characteristics for successfully completing projects and developing professional partnerships. We understand that we represent the interests of Nassau County while not only providing high-quality professional services but also maintaining respect for the community, businesses, and property owners that we will encounter.

We are located at 14775 Old St. Augustine Road, Jacksonville, Florida 32258, where Scott A. Graham, PSM, will be the Principal-in-Charge and the authorized signatory to make representations on behalf of ETM Survey. Our Project Manager will be Cliff Colyer III, PSM and the single point-of-contact for this contract.

We are excited to have the opportunity to submit our qualifications and look forward to serving Nassau County as an extension of their staff and an integral partner in their growth.

Sincerely,
ETM SURVEYING & MAPPING, INC.



Scott A. Graham, PSM
Vice President
14775 Old St. Augustine Road
Jacksonville, Florida 32258
(904) 642-8550
GrahamS@etmsurvey.com



Project Manager/Primary Point of Contact
Cliff Colyer III, PSM
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Tab 3 - Team Organization, Experience and Qualifications

SECTION 3 - TEAM ORGANIZATION, EXPERIENCE AND QUALIFICATIONS



A. ORGANIZATION, STRUCTURE AND PHILOSOPHY

Organization

ETM Surveying & Mapping, Inc. (ETM Survey) is a licensed land surveying and mapping company that provides comprehensive services to both public and private sector clients throughout Northeast Florida. Our corporate foundation was laid nearly a century ago with our founding company, Robert M. Angas Associates, Inc. in 1924. Today, through acquisition and merger, ETM Survey is a wholly owned affiliate of England-Thims & Miller, Inc. (ETM), a multi-disciplined engineering consultant services provider. The merger of these two companies resulted in a single company with extensive historical resources, current progressive technology, and technical expertise from an experienced and diverse staff. As a result, ETM Survey has emerged as a versatile and innovative land surveying company that offers a wide spectrum of services and innovative solutions to our clients' many challenges.

ETM Survey established and maintained our reputation for being responsive to our client's needs through our involvement with many on-call consultant contracts. Our experience has provided us with a unique understanding of Nassau County's needs and will prove to be advantageous to the County for the proposed scope of services. Our vast resources, equipment, and knowledge will ensure that schedules and quality expectations are met. Cliff Colyer III, PSM, is eminently qualified to serve as your Surveyor. He has worked on a variety of surveys for park sites; design routes for potential utility improvements; designs for roadway, drainage, and intersection improvements; right-of-way closures; right-of-way mapping; residential and roadway platting; construction layout; and various other miscellaneous surveys. As Project Manager, Mr. Colyer will apply his hands-on leadership style, strong track record for attention to detail, and his understanding of County challenges. Combined with ETM Survey's Northeast Florida experience, you can be confident that our team will reliably deliver all tasks assigned by Nassau County.

Structure

Founded in 1924, ETM Survey is a privately owned Florida corporation headquartered in Jacksonville. The ownership of the firm is dispersed among six shareholders.

The Executive Leadership Team is comprised of ETM Survey's Chief Executive Officer and President, Executive Vice President, Chief Administrative Officer, and two Vice Presidents. Each Executive Leadership Team member is responsible for managing a team of professionals and overseeing department resources, project schedules, and budgets.

Philosophy

ETM Survey's philosophy is to serve the needs of our clients by delivering a superior product with excellent service. With a dedicated staff that has impressive technical strength and depth, you will find that ETM Survey provides the highest level of availability, technical excellence, and responsiveness. Being in business for nearly a century has afforded us with the opportunity to establish valuable relationships with permitting agencies and utility companies that will be key stakeholders affecting schedules for this contract.

B. FIRM'S YEARS OF EXPERIENCE AND APPLICABLE PROJECT EXPERIENCE

ETM Survey's team members possess decades of combined experience, practice a hands-on approach, and uphold the company's commitment to provide innovative solutions while providing the highest level of technical service. The depth of our firm's professional services allows us to efficiently complete many task work orders with our in-house staff.

Our firm, which has been in business for almost a century, routinely provide the following services:

- Boundary Surveys
- Topographic Surveys (including direct measurement or remote sensing methods)
- As-built Surveys
- Construction Layout Surveys
- Control Surveys
- Hydrographic/Bathymetric Surveys
- Quantity Surveys
- Roadway Maintenance Maps (Specific Purpose Surveys)
- Photogrammetric Surveys (including orthorectified imagery)

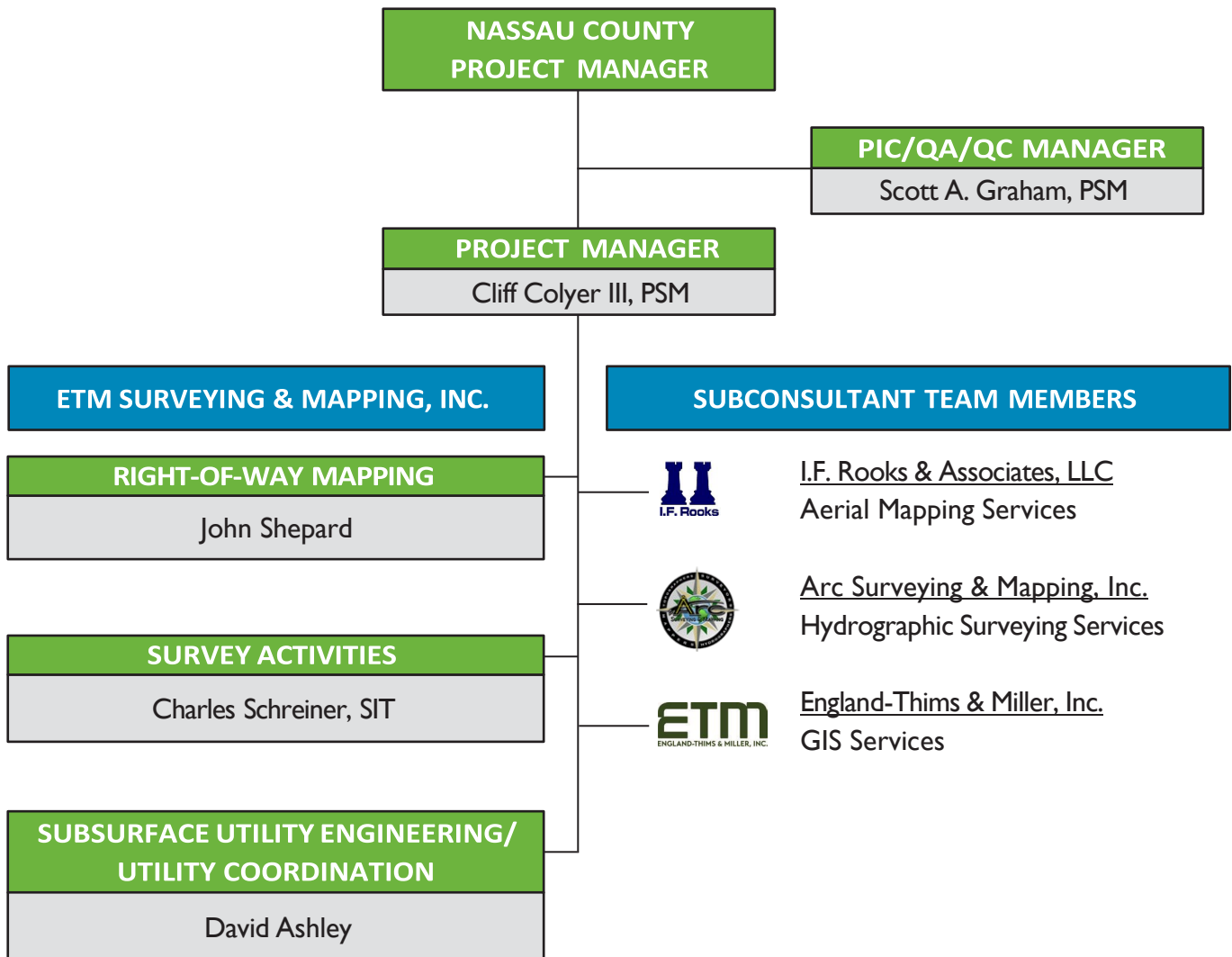
Repeat Business

ETM Survey has managed many multi-year professional services contracts with Nassau County, the City of Jacksonville, JEA, St. Johns County, and the FDOT. Additionally, ETM Survey has been involved with many large tract boundary and topographic surveys in Nassau, Flagler, St. Johns, Duval, and Putnam counties.

There is no substitute for an effective start to a project and the application of proven skill and experience throughout its life cycle. The ETM Survey team is experienced in monitoring compliance for plans and specifications as previously mentioned in our QA/QC Plan. This exemplifies ETM Survey's commitment to providing the highest quality of professional services that consistently exceeds the expectations of their clients.

C. PROJECT TEAM

Our experienced office staff and field technicians have the knowledge, resources, and qualifications to provide outstanding high-quality professional surveying and mapping services while maintaining their high standards and reputation for excellence. With almost a century of experience, ETM Survey will provide Nassau County with innovative solutions and local, available staff for this contract. On the following pages, you will find qualifications and abilities of the ETM Survey team.



PROJECT TEAM



Cliff Colyer III, PSM - Project Manager

Contact Information: ColyerC@etmsurvey.com | (904) 376-6355

Education: BS, Geomatics, Troy University, 2008

Professional License: Florida Professional Surveyor and Mapper, L.S. No. 6963

Relevant Project Experience:

- SR 200, FDOT District 2, Nassau County, Florida
- SR 9A, FDOT District 2, Duval County, Florida
- SR 200/US 301 (Baldwin Bypass), FDOT District 2, Duval County, Florida

Mr. Colyer is a Professional Land Surveyor with 22 years of field and office experience on a wide variety of public and private sector projects including numerous FDOT right-of-way corridors and large commercial and residential land developments. He is intimately familiar with FDOT database management and procedures, private sector mapping management and procedures, elevation certificates, property title report reviews, AutoCAD Civil 3D, MicroStation SS10/Power GEOPAK and MicroStation Open Roads Designer, and CAiCE.

As Project Manager, he will oversee the project schedule, budget, key personnel, subconsultants, and communications with the County, direct surveying efforts, perform any administrative activities as required, and serve as the single Point-of-Contact for Nassau County.



Scott Graham, PSM - Principal-in-Charge | QA/QC Manager

Contact Information: GrahamS@etmsurvey.com | (904) 265-3111

Education: Denver Institute of Technology, Brinker School of Surveying, 1986

Professional License: Florida Professional Surveyor and Mapper, L.S. No. 5546

Relevant Project Experience:

- SR 200, FDOT District 2, Nassau County, Florida
- SR 115, FDOT District 2, Duval County, Florida
- Old Middleburg Road, City of Jacksonville, Duval County, Florida

Mr. Graham has 37 years of experience and has managed FDOT transportation survey projects. He was the Chief Surveyor and Project Manager for a variety of relevant projects, such as FDOT District 2's SR 200. Mr. Graham specializes in right-of-way mapping, boundary surveying, sectional retracement, and topographic and route surveys for transportation facilities. **As QA/QC Manager, he will assign disciplined reviewers to provide QC for all work and confirm that QA/QC reviews are conducted on all documents prior to submittal.**



John Shepard - Right-of-Way Mapping

Contact Information: ShepardJ@etmsurvey.com | (904) 376-6324

Education: AS, Drafting & Design Technology, Daytona State College

Certifications: Certified Survey Technician Level 2 Office

Relevant Project Experience:

- Old Middleburg Road, City of Jacksonville, Duval County, Florida

Mr. Shepard has over 25 years in the surveying and mapping industry including, right-of-way, topographic, and Geographic Information Systems. He is proficient in MicroStation Power GeoPAK, AutoCAD, and ESRI ArcGIS. **Mr. Shepard will provide right-of-way mapping services for this contract.**



Charles Schreiner, SIT - Survey Activities

Contact Information: SchreinerC@etmsurvey.com | (407) 921-445

Education: BS, Geomatics, University of Florida, 2020

Professional License: Florida Professional Surveyor in Training

Certifications: sUAS Certificate, Small Unmanned Aerial Systems Part 107 Certification

Relevant Project Experience:

- SR 200, FDOT District 2, Nassau County, Florida
- Traffic Signal Engineering - TWO #1, City of Jacksonville, Duval County, Florida
- Traffic Signal Engineering - TWO #3, City of Jacksonville, Duval County, Florida
- CR 2209, St. Johns County, Florida

Mr. Schreiner has six years of experience in surveying and mapping. Since 2017, he has been involved in the management of multiple major survey projects throughout the Eastern United States. He specializes in Unmanned Aerial Systems (UAS), Terrestrial Laser Scanning, and conventional surveying. Mr. Schreiner is responsible for day-to-day field crew operations and assists in the coordination of all UAS projects. He is proficient in Revit, Civil3D, AutoCAD, Trimble Business Center, Trimble Access, Trimble Field Link, POSPac, Leica Cyclone, Leica Captivate, Leica Infinity, Reigl, and Microstation. **Mr. Schreiner will perform a variety of survey activities for this contract.**



David Ashley - Subsurface Utility Engineering, Utility Coordination

Contact Information: AshleyD@etmsurvey.com | (904) 376-6298

Education: BA, Business Management, Jacksonville University, 2007

Relevant Project Experience:

- Galvanized Pipe Replacement, JEA, Jacksonville, Florida
- Septic Tank Phase Out Program (Beverly Hills), JEA, Jacksonville, Florida

Mr. Ashley has 37 years of experience in the utility industry. His experience includes electric, water and reuse distribution, and wastewater collection system construction, maintenance, and design. He is responsible for estimating, planning, scheduling, and QA/QC of SUE services, and management of utility coordination, in addition to serving as a technical advisor to ETM's engineering teams. He has direct involvement with land clearing, earthwork, drainage, underground utilities, subgrades, asphalt, concrete, and landscaping. **Mr. Ashley will provide subsurface utility engineering services and utility coordination for the County under this contract.**

SUBCONSULTANTS

To complement ETM Survey's staff, we have partnered with specialty subconsultants to provide aerial mapping and hydrographic surveying services. The subconsultants chosen for our project team have outstanding qualifications. We have teamed with these firms on previous projects and have complete confidence that our combined efforts will provide exceptional technical and administrative services to Nassau County.

I.F. Rooks & Associates, LLC - Aerial Mapping Services

Address: 106 NW Drane Street, Plant City, Florida

Phone Number: (813) 752-2113



I.F. Rooks & Associates, LLC (IFR) is a full-service geospatial firm, providing a full suite of geospatial services including Low Altitude Photogrammetry and Aerial Lidar. IFR is an FDOT mapping firm and offers an unmatched combination of experience, technical capability, and in-depth knowledge of the County's need for, and utilization of, highly accurate aerial imagery and photogrammetry. They have a staff of 22 which includes two PSMs, three Certified Photogrammetrists, one flight crew, and 10 Photogrammetric technicians available to concentrate their efforts on this project.

David F. McKay, PSM, CP - Chief Surveyor

Contact Information: DaveM@ifrooks.com | (813) 752-2113

Education: Algonquin College, Photogrammetric Technician Diploma, 1982

Professional License: Florida Professional Surveyor and Mapper, L.S. No. 5435; American Society of Photogrammetry & Remote Sensing ASPRS No. 10898; Certified Photogrammetrist ASPRS No. 1114

Mr. McKay is an accomplished geospatial professional with 39 years of technical, managerial and leadership experience within the private sector disciplines of surveying, photogrammetric mapping, Lidar, and related geospatial services. He is a Florida licensed Professional Surveyor and Mapper as well as an ASPRS Certified Photogrammetrist. Experience includes the organization and management of major domestic and foreign surveying and mapping projects for rail, highway, electric, and oil/gas transmission corridors. Business associations include federal, state and local government agencies, private sector engineering, and surveying firms. During his career, Mr. McKay has served as the project manager, client liaison, direct of business development, and technical compliance manager and/or surveyor of record for numerous state and local agency project undertakings.



Arc Surveying and Mapping, Inc. - Hydrographic Surveying Services

Address: 5202 San Juan Avenue, Jacksonville, Florida 32210

Phone Number: (904) 384-8377

Arc Surveying & Mapping, Inc. (Arc) is a multi-disciplined company with an office in Jacksonville, Florida. Since 1986, Arc has helped public and private sector clients to achieve their goals by providing accurate, reliable, cost effective topographic, hydrographic, geophysical, 3D Terrestrial Laser Scanning and UAV surveys.

Richard Sawyer, PSM/CH - Certified Hydrographer

Contact Information: JMaffett@arcsurveyors.com | (904) 384-8377

Education: AS, Civil Engineering Technology

Professional License: Florida Professional Surveyor and Mapper, L.S. No. 6131; Certified Hydrographer ACSM #194; FAA Remote UAS Pilot #3958472

Certifications: Shallow Water Multibeam Training, US and Canadian Hydrographic Commission; Trimble Geomatics GPS Processing Training; Side Scan Sonar Processing and Mosaicing; Bentley's Microstation, InRoads and Descartes Mapping Training; CADD Development; Hydrographic Data Acquisition and Processing, Coastal Oceanographics

Mr. Sawyer, PSM/CH is a Professional Surveyor & Mapper and a Certified Hydrographer with over 35 years of experience in all phases of surveying including topographic and hydrographic projects. He has been in charge of surveys on multi-million-dollar contracts with various agencies including NOAA, USACE, NGS, the Department of Transportation, numerous engineering clients and port authorities. Mr. Sawyer is especially proficient in Arc's Quality Assurance/Quality Control program which assures surveys meet or exceed local, state, and federal standards.



England-Thims & Miller, Inc. - GIS Services

Address: 14775 Old St. Augustine Road, Jacksonville, Florida 32258

Phone Number: (904) 642-8990

ETM is a team of Infrastructure and Development Consultants that create community through innovative planning, technology, engineering, and construction management expertise. Solving complex challenges with actionable solutions, ETM specializes in civil engineering, geospatial technologies, real estate consulting, program management, survey, transportation solutions, and construction management.

ETM's Geospatial Technologies team maintains partnerships with leading GIS and Asset Management companies, such as Cartegraph and Esri, to seamlessly multiply the effectiveness of their systems without the need for time-consuming integration. The result is a comprehensive, interactive, web-based mapping system that improves data-driven problem-solving by connecting people, processes, and products.

Kim Garbade, GISP - Senior GIS Analyst

Contact Information: GarbadeK@etmsurvey.com | (904) 384-8377

Education: BA, Geography, University of Florida, 1989

Professional License: Certified Geographic Information Systems Professional (00058328)

Mr. Garbade has 34 years of Geographic Information Systems (GIS) experience and currently serves as a GIS Project Manager for ETM. During his 23-year career with ETM, Mr. Garbade has worked as an analyst, programmer, and GIS section lead, all the while maintaining a hands-on knowledge of Esri's ArcGIS software and extensions.

Mr. Garbade has designed and implemented geodatabases based on the Esri Water Utility Network model that were customized specifically for stormwater drainage. He has also written tools to perform data entry into those databases and to perform automated QA/QC on those same assets.



Scott A. Graham, PSM
Principal-in-Charge/QA/QC Manager
ETM Surveying & Mapping, Inc.



Mr. Graham has managed FDOT transportation survey projects since 1996 and was the Chief Surveyor and Senior Surveyor on many high profile FDOT projects including I7th Street Causeway Bridge in Fort Lauderdale, the Ernest Lyons Causeway Bridge in Martin County, the Jensen Beach Causeway Bridge in St. Lucie County, the PGA Boulevard Flyover Atl. AIA in Palm Beach County and the I-95 Overland Bridge Project in Jacksonville.

Mr. Graham specializes in right-of-way mapping, boundary surveying, sectional retracement, topographic surveys and route surveys for transportation facilities. His expertise and relationships built with various FDOT Districts were instrumental with ETM Survey being selected by District 2 for a second Districtwide Surveying and Mapping Continuing Services Contract of which he is the Chief Surveyor and point-of-contact for the contract.

Project Experience:

SR 200, FDOT District 2, Nassau County, Florida - Chief Surveyor and Project Manager for a 3D design survey for approximately 6 miles of SR 200 from west of Griffin Road to the west of I-95. Responsible for scope development and schedule. Tasks included 3D design survey and right-of-way survey and calculations. Responsible for project coordination, supervision and QC of data, and deliverable packages. This was a MicroStation Connect Edition FDOT Open Roads Designer deliverable project.

SR 51 at SR 8 (I-10), FDOT District 2, Suwannee County, Florida - Chief Surveyor and Project Manager for a 3D design survey for approximately 2,500' of SR 8 and 5,000' of SR 51. Responsible for scope development and schedule. Tasks included 3D design survey, right-of-way survey and calculations, and SUE. Responsible for project coordination, supervision and QC of data, and deliverable packages. This was a MicroStation Connect Edition FDOT Open Roads Designer deliverable project.

SR 115, FDOT District 2, Duval County, Florida - Chief Surveyor and Project Manager for a 3D design survey for approximately 4 miles of SR 115 from US 1 north to SR 202. Responsible for scope development and schedule. Tasks included establishing horizontal and vertical control, 3D design survey, and right-of-way survey and calculations. Responsible for project coordination, supervision and QC of data, and deliverable packages. This was a MicroStation Connect Edition FDOT Open Roads Designer deliverable project.

Education:

Denver Institute of Technology, Brinker School of Surveying, 1986

Years of Experience:

Total: 37
with ETM: 10

Registration(s):

Florida Professional Surveyor and Mapper, No. L.S. 5546

Surveyor in Training
Colorado, #845

Survey Safety & Maintenance
of Traffic Certification

FDOT Railroad Worker
Safety Training and E-Rail
Safe Certification

Affiliation(s):

Florida Crown Chapter FSMS

Northeast Florida ASHE

Scott A. Graham, PSM
Principal-in-Charge/QA/QC Manager
ETM Surveying & Mapping, Inc.

Old Middleburg Road, City of Jacksonville, Duval County, Florida - Chief Surveyor and Project Manager for a 3D design survey and preparation of right-of-way maps for 4 miles of Old Middleburg Road from the Argyle Forest Boulevard north to NW 103rd Street (SR 134). Responsible for scope development and schedule. Tasks included establishing horizontal and vertical control, 3D design survey and right-of-way survey and calculations, and sectional survey. Responsible for project coordination, supervision and QC of data, and deliverable packages.

SR 100, FDOT District 2, Putnam County, Florida - Chief Surveyor and Project Manager for a 3D design survey for 2.525 miles of SR 100 from Mile Post 18.836 to 21.361. Responsible for scope development and schedule. Tasks included establishing horizontal and vertical control, 3D design survey, right-of-way survey and calculations, and sectional survey. Responsible for project coordination, supervision and QC of data, and deliverable packages. This was a MicroStation Connect Edition FDOT Open Roads Designer deliverable project.

SR 9 (I-95), FDOT District 2, St. Johns County, Florida - Chief Surveyor and Project Manager for the milling and resurfacing project from the Flagler County Line to South of SR 207 (13.5 miles). Responsible for scope and schedule of all survey tasks. Established a horizontal and vertical control network, and coordinated with adjoining FDOT projects on SR 5 and SR 206. Laser scanned the entire project and extracted 1,000-foot interval cross sections and 3D Survey in the areas identified by the Engineer. Performed database QC, supervision, and preparation of FDOT deliverable package in MicroStation SS4 database format.

CSI/Flagler County, CR 304, Flagler County, Florida - Chief Surveyor and Project Manager for a 3D design survey of four bridge sites on CR 304 from Cody's Cornet to Dupont. The project involved a standard design survey of roadway and existing bridges, channel survey, and floodplain mapping for hydraulics studies. Preparation of a TITTF easement sketch and description at one of the bridges.

SR A1A, FDOT District 2, St Johns County, Florida - Chief Surveyor and Project Manager for a 3D design survey for a drainage improvement project from Villano Beach North for 6 miles. Responsible for project scope and schedule. Specific tasks included topographic survey and 3D modeling preparation. Performed database QC, supervision, and preparation of FDOT deliverable package in CAiCE and MicroStation SS4 database format.



Cliff Colyer III, PSM
Project Manager
ETM Surveying & Mapping, Inc.



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

Project Experience:

Education:

BS, Geomatics,
Troy University,
2008

Years of Experience:

Total: 22
with ETM: 1

Registration(s):

Florida Professional Surveyor
and Mapper, No. L.S. 6963

State Road No. 200 (A1A), FDOT District 2, Nassau County, Florida -
Project Surveyor for approximately 2 miles Monumentation Map in Nassau County. Responsibilities include horizontal project network control, right-of-way and baseline reference calculations, field work coordination, mapping, reports, and submittals. Microstation Select Series 10, PDF, and hard copy deliverables.

State Road No. 9A (I-295), FDOT District 2, Duval County, Florida -
Project Surveyor for approximately 5.5 miles of topographic and route survey from the North end of the Dames Point Bridge approach ramp to Pulaski Road in Duval County. Responsibilities included establishing Horizontal and Vertical control network, field coordination for collecting topography and drainage in medians, 3D Terrestrial scanning of bridges, database management, reports, and submittals. Microstation Open Roads Designer Connect Edition deliverable.

State Road No. 20 (NW US 441) Lateral Ditch, FDOT District 2, Alachua County, Florida - Project Surveyor for the topographic and specific purpose survey of existing conditions of an FDOT lateral ditch site in between NW 43rd Street and NW 93rd Avenue in Alachua County. Responsibilities included mapping topographic and utility features collected in the field for AutoCAD Civil 3D and PDF deliverables.

State Road No. 23 (First Coast Outer Beltway), FDOT District 2, Clay County, Florida - Project Surveyor for approximately 23 miles of right-of-way mapping from the St. Johns River to north of Blanding Boulevard in Clay County. Responsibilities included property title review, property acquisition and easement calculations, mapping, tabulation sheets, legal descriptions, and submittals. Microstation Select Series 10, PDF, and hard copy deliverables.

Cliff Colyer III, PSM
Project Manager
ETM Surveying & Mapping, Inc.

SR 200/US 301 (Baldwin Bypass), FDOT District 2, Duval County, Florida - Project Surveyor for approximately 4 miles of right-of-way mapping from SR 8 (I-10) to south of Summer Field Lane in Duval County. Responsibilities included property title review, property acquisition and easement calculations, mapping, tabulation sheets, legal descriptions, and submittals. Microstation Select Series I0, PDF, and hard copy deliverables.

State Road No. 20, FDOT District 2, Alachua/Putnam County, Florida - Project Surveyor for approximately 7 miles of right-of-way mapping from the Alachua County Line to SW 56th Avenue in Putnam County. Responsibilities included property title review, property acquisition and easement calculations, mapping, Tabulation Sheets, legal descriptions, and submittals. Microstation Select Series I0, PDF, and hard copy deliverables.

Arlington Wastewater Facility, JEA, Jacksonville, Florida - Project Surveyor for Topographic and Specific Purpose Survey of portions of the JEA Arlington Wastewater Facility site in Duval County. Responsibilities included mapping topographic and utility features collected in the field for AutoCAD Civil 3D and PDF deliverables.

P670, B868, and ARMAG Sites, Navy Gateway Inn and Suites, and NAS Mayport Regulator Station, NAS Jacksonville and NAS Mayport, Jacksonville, Florida - Project Surveyor for Topographic and Specific Purpose Surveys of various sites on NAS Jacksonville and Mayport. Responsibilities included mapping topographic and utility features collected in the field, all to NAS CAD standards and specifications. AutoCAD Civil 3D, and PDF deliverables.

Florida Air National Guard site at Jacksonville International Airport, Florida Air National Guard, Jacksonville, Florida - Project Surveyor for Topographic and Specific Purpose Survey of a portion of the Florida Air National Guard site in Duval County. Responsibilities included mapping topographic and utility features collected in the field for AutoCAD Civil 3D and PDF deliverables.

The Pavilion at Durbin Park, St. Johns County, Florida - Project Surveyor for large scale retail development in St. Johns County. Responsibilities included boundary, topographic, and easement mapping, sketch and descriptions, elevation certificates, land title research, calculations for buildings and other features for construction stakeout, field coordination, AutoCAD Civil 3D and PDF deliverables.



John Shepard
Right-of-Way Mapping
ETM Surveying & Mapping, Inc.



Mr. Shepard has 26 years in the surveying and mapping industry including, Right of Way, Topographic, and Geographic Information Systems. He is proficient in MicroStation Power GeOPAK, AutoCAD, and ESRI ArcGIS.

Project Experience:

SR 51, FDOT District 2, Suwannee County, Florida - MicroStation CAD for right-of-way, monumentation and control survey map for 17.5-mile project. Scope included determining right-of-way by deed, and monumentation, field stakeout, and project quality control.

Old Middleburg Road, Right-of-Way Control Survey, City of Jacksonville, Florida - Performed right-of-way calculations for fee simple takings, permanent, and temporary construction easements. Calculated parent tracts from deeds. Researched encumbrances, subdivision plats, and existing side street right-of-ways. Produced sketch and descriptions for 23 parcels.

Right-of-Way Mapping Director, Clary & Associates, Inc. -

- Coordinate mapping efforts with project engineers and project managers and project surveyors. Preparation of:
 - Control surveys
 - Right-of-way maps
 - Monumentation surveys
 - Maintenance maps
 - Transfer maps
 - Tiitf/mhwl sketches
 - License agreements
 - Parcel sketches
 - Project network control sheets
 - GIS mapping with Esri arcgis
 - Boundary surveys
 - Topographic surveys
 - Legal descriptions
 - Field stake-out reports
- Calculate fee simple takes/easements and remainder parcels utilizing geopak software
- Coordinate with title companies
- Review title reports
- Provide coordinate between government/engineering clients
- Perform map quality control/quality assurance
- Prepare submittal packages

Education:

AS, Drafting & Design
Technology, Daytona State
College

Years of Experience:

Total: 26
with ETM: 3

Certification(s):

Certified Survey Technician 2

John Shepard
Right-of-Way Mapping
ETM Surveying & Mapping, Inc.

- Conduct project research
- Research FDOT survey database files and legacy right-of-way map files
- Prepare preliminary aerial maps/google earth kmz files
- Plot/calculate title deeds easements encumbrances powergeopak ss4/FDOT open roads
- Project document management responsible for:
 - Maps and surveys by others-convert to.pdf files
 - Existing deeds, easements, plats
 - Project correspondence: emails, letters, memo, etc.
 - Digital project archives
 - Surveyors reports
 - As-built records
- Research labins for township plates and aerial files
- Prepare certified corner records
- File conversion microstation .dgn to autocad .dwg
- Convert Esri .shp shapefiles to .dgn/.dwg/.pdf
- Convert .dwg/.dgn to adobe postscript .pdf files
- Project design-change and map revision management
- Bentley microstation software license management
- Coordinate with IT administrator in all aspects of Bentley license management, upgrades, and software purchase recommendations
- Perform FDOT software interface updates
- Mapping quality control work-flow documentation
- Provide man-hour guidance and estimates for mapping projects
- Project coordinate with survey field operations manager

Redistricting Project, AMI-Applied Mapping, Jacksonville, Florida - Provided mapping and consulting services for 14 council districts, five at-large council districts, and seven school board districts.

- Performed demographic analysis/legal research and produced
- Reports, and district descriptions utilizing US census data
- Provided mapping scenarios utilizing Esri arcview gis software
- Coordinated activities with city council leaders,
- City attorneys, and planning department



Charles Schreiner, SIT
Survey Activities
ETM Surveying & Mapping, Inc.



Since 2017, Mr. Schreiner has been involved in the management of multiple major survey projects throughout the Eastern United States. He specializes in Unmanned Aerial Systems (UAS), Terrestrial Laser Scanning, and conventional surveying. Mr. Schreiner is responsible for day-to-day field crew operations and assists in the coordination of all UAS projects. He is proficient in Revit, Civil3D, AutoCAD, Trimble Business Center, Trimble Access, Trimble Field Link, POSpac, Leica Cyclone, Leica Captivate, Leica Infinity, Reigl, and Microstation.

Education:

BS, Geomatics,
University of Florida,
2020

Years of Experience:

Total: 6
with ETM: 3

Registration(s):

Surveyor in Training

Certification(s):

sUAS Certificate

Small Unmanned Aerial
Systems

Part 107 Certification

Project Experience:

Ranger Station North Aerial Topographic Survey, Duval County, Florida

- Survey Technician for a 3D design survey utilizing conventional survey techniques as well as UAS lidar mapping. Responsible for Horizontal and Vertical site control layout, field crew oversight, and UAS lidar mapping oversight. CAD work included lidar data extraction and surface creation.

Columbus Avenue, JEA SDRP, Duval County, Florida - Survey Technician for a 3D design survey utilizing conventional survey techniques. Responsibilities include support for survey crews on control layout, topographic acquisition, and technical surveying questions to fulfill client needs. CAD work included linework, QA/QC, surface creation, and final survey mapping.

JEA SDRP - McConihe St, JEA SDRP, Duval County, Florida - Survey Technician for a 3D design survey utilizing conventional survey techniques. Responsibilities include support for survey crews on control layout, topographic acquisition, and technical surveying questions to fulfill client needs. CAD work included linework, QA/QC, surface creation, and final survey mapping.

JEA SDRP - Antisdale St, JEA SDRP, Duval County, Florida - Survey Technician for a 3D design survey utilizing conventional survey techniques. Responsibilities include support for survey crews on control layout, topographic acquisition, and technical surveying questions to fulfill client needs. CAD work included linework, QA/QC, surface creation, and final survey mapping.

CR 2209, St. Johns County, Topographic Route Survey Florida - Survey Technician for a 3D design survey utilizing conventional survey techniques as well as UAS lidar mapping. Responsible for Horizontal and Vertical site control layout, field crew oversight, and UAS lidar mapping oversight. CAD work included lidar data extraction, surface creation, and final survey mapping.

Charles Schreiner, SIT
Survey Activities
ETM Surveying & Mapping, Inc.

Traffic Signal Engineering - TWO #14, City of Jacksonville, Duval County, Florida
- Survey Technician for a 3D design survey utilizing conventional survey techniques. Responsibilities include support for survey crews on control layout, topographic acquisition, and technical surveying questions to fulfill client needs. CAD work included linework, QA/QC, surface creation, and final survey mapping.

Traffic Signal Engineering - TWO #15, City of Jacksonville, Duval County, Florida
- Survey Technician for a 3D design survey utilizing conventional survey techniques. Responsibilities include support for survey crews on control layout, topographic acquisition, and technical surveying questions to fulfill client needs. CAD work included linework, QA/QC, surface creation, and final survey mapping.

Traffic Signal Engineering - TWO #16, City of Jacksonville, Duval County, Florida
- Survey Technician for a 3D design survey utilizing conventional survey techniques. Responsibilities include support for survey crews on control layout, topographic acquisition, and technical surveying questions to fulfill client needs. CAD work included linework, QA/QC, surface creation, and final survey mapping.

Traffic Signal Engineering - TWO #8, City of Jacksonville, Duval County, Florida
- Survey Technician for a 3D design survey utilizing conventional survey techniques. Responsibilities include support for survey crews on control layout, topographic acquisition, and Technical surveying questions to fulfill client needs. CAD work included linework, QA/QC, surface creation, and final survey mapping.

Traffic Signal Engineering - TWO #3, City of Jacksonville, Duval County, Florida
- Survey Technician for a 3D design survey utilizing conventional survey techniques. Responsibilities include support for survey crews on control layout, topographic acquisition, and technical surveying questions to fulfill client needs. CAD work included linework, QA/QC, surface creation, and final survey mapping.

Traffic Signal Engineering - TWO #1, City of Jacksonville, Duval County, Florida
- Survey Technician for a 3D design survey utilizing conventional survey techniques. Responsibilities include support for survey crews on control layout, topographic acquisition, and technical surveying questions to fulfill client needs. CAD work included linework, QA/QC, surface creation, and final survey mapping.



David Ashley
Subsurface Utility Engineering/Utility Coordination
ETM Surveying & Mapping, Inc.

Mr. Ashley has years of progressive experience in the utility industry, including as an Operations and Maintenance Manager with JEA. His career emphasis includes electric, water and reuse distribution, and wastewater collection system construction, maintenance, and design. He was an integral leader in establishing JEA's Reclaimed Water Rules and Regulation. In his current role, he is responsible for estimating, planning, scheduling, and QA/QC of our SUE services, and management of utility coordination, in addition to serving as a technical advisor to ETM's engineering teams. Mr. Ashley's hands-on utility experience is a proven commodity in streamlining matters with utility companies. He had direct involvement with land clearing, earthwork, drainage, underground utilities, subgrades, asphalt, concrete, and landscaping.

Education:

BA, Business Management,
 Jacksonville University,
 2007

Years of Experience:

Total: 37
 with ETM: 4

CERTIFICATION(S):

Water Distribution
 System Operator I

Wastewater Collection
 System Operator A

Reclaimed Water
 Distribution C

AFFILIATION(S):

Florida Water & Pollution
 Control, Operator
 Association

Project Experience:

Cordova Palms, Jacksonville, Florida - Utility Coordination for new roadway (SR 313) connection to SR 5 (US 1) crossing dual railroad tracks. UC, SUE Levels D-A (10 VVH and 2 Mast Arms) (ETM - Utility Coordination & SUE Management).

Silverleaf, Jacksonville, Florida - Utility Coordination for new roadway connection to SR 16. UC, SUE Levels D-A (12 VVH) (ETM - Utility Coordination & SUE Management).

ENCPA Commerce Park, Jacksonville, Florida - Utility Coordination for new roadway connection to SR 200 (US 301). UC, SUE Levels D-A (15 VVH) (ETM - Utility Coordination & SUE Management).

JEA Galvanized Pipe Replacement, Jacksonville, Florida - Five-year Program Management (PM) contract involving all SUE levels for design and PM of continuing pipe replacement contract. (UC, SUE Levels D-A (To date B - over 5 utility miles A - over 100 VVH) (ETM - Utility Coordination & SUE Management).

JEA Septic Tank Phase Out Program (Beverly Hills), Jacksonville, Florida - UC for +/- 1-mile FM and full design of sanitary sewer system. UC, SUE Levels D-A (To date B - > 5 utility miles A - 15 VVH) (ETM - Utility Coordination & SUE Management).

Union and State Street (US-23, US-17) Area Sewer Improvements, FDOT/ JEA, Jacksonville, Florida - (JEA- Utility Design Team, Utility Plan Review, Utility Construction Inspection).

David McKay, PSM, CP

SUR Chief Surveyor
8.3 Photogrammetric Mapping



Mr. McKay is an accomplished geospatial professional with 39 years of technical, managerial and leadership experience within the private sector disciplines of surveying, photogrammetric mapping, LiDAR and related geospatial services. He is a Florida licensed Professional Surveyor and Mapper as well as an ASPRS Certified Photogrammetrist. Experience includes the organization and management of major domestic and foreign surveying and mapping projects for rail, highway, electric and oil / gas transmission corridors. Business associations include federal, state and local government agencies, private sector engineering and surveying firms. During his career, Mr. McKay has served as the project manager, client liaison, direct of business development, technical compliance manager and/or surveyor of record for numerous state and local agency project undertakings.

EDUCATION

Algonquin College
Photogrammetric Technician Diploma (1982)
Pierrefonds Comprehensive High School
Academic Certificate (1977)
Continuing Education: Ongoing

ACADEMIC & PROFESSIONAL AFFILIATIONS

Photogrammetrist Technical Diploma from Algonquin College, Ottawa, ON (1982)
Registered Professional Surveyor and Mapper, State of Florida (1995) No. 5435
American Society of Photogrammetry & Remote Sensing (ASPRS, 1987) No. 10898
Certified Photogrammetrist (1998) ASPRS No. 1114

OFFICE LOCATION

106 NW Drane St., Plant City, FL 33563

PROJECT EXPERIENCE**SR 25 (US 441) From the Marion County Line to SR 331 (Alachua County)**

FDOT District 2
I.F. Rooks was contracted to perform a Helicopter photo mission at 350' AGL to acquire imagery for preparing a 3D design file in MicroStation SS-4 format.

SR 93 (I-75) from SR 47 to US 90 (Columbia County)

FDOT District 2
I.F. Rooks was contracted to perform a Fixed-wing and Low altitude photo mission to acquire imagery for delivery of a 3D Design File in Microstation SS-4 for selected areas and X-sections and digital mosaic at 1"=40' (HMR & TIF format.)

I-10 from the Baker County Line to the Duval County Line (Baker County)

FDOT District 2
I.F. Rooks was contracted to perform a Low Altitude Helicopter photo mission to provide a 3D Design Survey File in OpenRoads.

SR 8 (I-10) from SR 121 to the Nassau County Line (Nassau County)

FDOT District 2
I.F. Rooks was contracted to perform a Low Altitude Helicopter photo mission to provide a 3D Design Survey File in OpenRoads.

SR-8 (I-10) from Columbia County Line to MP 8.942 and from MP 8.942 to MP 20.4 (Baker County)

FDOT District 2
I.F. Rooks was contracted to perform a Low Altitude Helicopter photo mission to provide a 3D Design Survey File in OpenRoads.

SR 9A (I-295) from New Berlin Rd to S end of Dames Point Bridge (Duval County)

FDOT District 2
I.F. Rooks was contracted to perform a Helicopter photo mission at 350' AGL to acquire imagery for preparing a 3D design file in MicroStation SS-4 format.

I-95 from Flagler County Line to SR 207 (St. Johns County)

FDOT District 2
I.F. Rooks was contracted to perform a Fixed Wing photo mission to acquire imagery for 2D planimetric mapping and 1" = 50' digital mosaic in HMR and TIF format.

[I-95 from S of Moncrief Creek to SR111 \(Duval County\)](#)

FDOT District 2

I.F. Rooks was contracted to perform a Low Altitude - Helicopter photo mission to acquire five (5) lines of color digital imagery with a ground sample distance (GSD) of 0.04' for the project corridor (\pm 2-miles). Deliverables included a 3D Design File (MicroStation SS-4) at 1" = 20' and digital mosaic @ 1" = 50' per FDOT Specifications.

[I-95 from Volusia County Line to St. Johns County Line \(Flagler County\)](#)

FDOT District 5

I.F. Rooks was contracted to perform a Fixed-wing and Low Altitude Helicopter photo mission to acquire film to provide a 3D Design File (Microstation SS-4) and a 2D File (Microstation – EP lines in both directions).

[SR A1A from 28th St. to 9th St. and 18th St. to Osprey Drive \(Flagler County\)](#)

FDOT District 5

I.F. Rooks was contracted to perform a Fixed-wing and Low Altitude Helicopter photo mission to acquire film to provide a 3D Design File (Microstation SS-4) and digital mosaics 1"= 50' and 1"=200' in HMR & TIF format.

[PD&E Widen Homestead Extension of Florida's Turnpike \(SR 821\) from US 1 South of Palm Drive to Campbell Drive in Miami-Dade County](#)

Turnpike District

I.F. Rooks was contracted to perform a Fixed-wing photo mission to acquire color digital imagery to produce a digital mosaic (HMR & TIFF formats) @ 1" = 200'.

[US 1 from Canal St. to Beville Road \(Volusia County\)](#)

FDOT District 5

I.F. Rooks was contracted to perform a Fixed-wing photo mission to acquire film of the corridor and provide a digital mosaic 1"= 200' in HMR & TIF format.

[US 98 from Edgewood Dr. to Main St. \(Polk County\)](#)

FDOT District 1

I.F. Rooks was contracted to perform a Fixed-wing photo mission to acquire b/w film for production of b/w digital mosaic @ 1"=40', 1" =200 and 1"=400' in HMR and TIF format.

[SR 684 from SR 789 to 123rd St. \(Manatee County\)](#)

FDOT District 1

I.F. Rooks was contracted to perform a Fixed-wing photo mission to acquire b/w film for production of b/w digital mosaic @ 1"=40', 1" =200 and 1"=400' in HMR and TIF format.

[CPP from SR570 to SR35 \(Polk County\)](#)

FDOT Turnpike District

I.F. Rooks was contracted to perform a Fixed-wing photo mission to acquire b/w film for production of b/w digital mosaic @ 1"=40', 1" =200 and 1"=400' in HMR and TIF format.

[I-595 Extension Design Build \(Broward County\)](#)

FDOT District 4

Scope: Low Altitude Helicopter photo mission to provide a 3D Design File in Microstation SS-4

[SR-25 / US-27 \(Palm Beach County, Florida\)](#)

Acquire black/white aerial photography at a scale of 1" = 300' to support 1" = 50' 2D planimetric mapping for \pm 10.1 miles along the 400' project corridor'. CAD data delivered in MicroStation format per FDOT specifications.

Mr. McKay was responsible for and actively participated in the following activities: 28.1 Flight Preparation, 28.2 Control Point Coordination, 28.21 Field Review, 28.22 Technical Meetings, 28.23 Quality Assurance/Quality Control, 28.24 Supervision, 28.25 Coordination.

[SR 595 from 4th Street to 58th Street, Pinellas County, Florida](#)

Acquire black/white aerial photography at a scale of 1" = 58' for \pm 4.5 miles to support 1" = 20' 2D planimetric mapping and 3D DTM/TIN with particular attentions to all undulations / changes in sidewalk slabs for the project corridor. Acquire black/white aerial photography at scales of 1" = 300' and 1" = 1000' along project corridor to support DTM/Breakline data collection to produce digital mosaics at scales of 1" = 50' and 1" = 200'. CAD data delivered in MicroStation format and the digital mosaic was provided in HMR format per FDOT specifications.

Mr. McKay was responsible for and actively participated in the following activities: 28.1 Flight Preparation, 28.2 Control Point Coordination, 28.22 Technical Meetings, 28.23 Quality Assurance/Quality Control, 28.24 Supervision, 28.25 Coordination



Richard J. Sawyer PSM, CH

Vice President

Florida Professional Surveyor and Mapper/Certified Hydrographer/FAA UAS Remote Pilot Certification

Richard J. Sawyer, PSM/CH is a Professional Surveyor & Mapper and a Certified Hydrographer with over 35 years of experience in all phases of surveying including topographic and hydrographic projects. He has been in responsible charge of surveys on multimillion-dollar contracts with various agencies including NOAA, the US Army Corps of Engineers, NGS, the Department of Transportation, numerous engineering clients and port authorities. Through years of training, hands-on surveying, mapping and computing he has become an expert, has been published and a guest speaker at professional seminars. Mr. Sawyer is especially proficient in the Quality Assurance/Quality Control program of Arc Surveying & Mapping which assures surveys meet or exceed local, state and federal standards.

Nassau Sound Ebb Shoal Survey, Nassau, Fl

Richard J. Sawyer, PLS, CH was Project Manager for the Nassau Sound Ebb Shoal Survey, Nassau County, Florida. He researched and located existing primary control monuments, acquired bathymetric data describing existing site conditions, facilitating the creation of a numerical model of Nassau Sound. Single beam bathymetry was acquired at 400 ft. line spacing beginning west of the Nassau Sound bridge, continuing east until the 30 ft. contour was reached. Upland data was acquired in areas of emergent islands. Horizontal datum was based on the Projection for the East Zone of Florida (0901) 83/90 NAVD83/90. Vertical Datum was NAVD88. Units of measurement were in US Survey Feet. The survey was performed to FDEP standards for Coastal Monitoring and the Florida Minimum Standards for Surveying & Mapping. Hard copy maps were provide including ASCII files containing raw xyz profile data points.

South Amelia Island Shore Stabilization Project, Nassau County, Florida

Research and locate the existing primary control monuments, acquire topographic beach monitoring upland data and offshore bathymetric data for historic beach monitoring profiles located along a portion of Nassau County. Objective of the survey was to document accurate topographic and bathymetric existing site conditions along historic beach profiles R-55 through R-82 including half stations between R-17 to R82 in Nassau County. Richard Sawyer was Surveyor in Charge.

Pensacola Beach Monitoring Profiles and Borrow Site, Pensacola, Florida

Richard J. Sawyer, PLS, CH was responsible for the Pensacola Beach, Florida Monitoring Profiles and Borrow site survey for Olsen Associates, Inc. Under Mr. Sawyers direction, Arc Surveying & Mapping's crews performed upland beach topographic profiles beginning approximately 75 ft. landward of existing vegetation or the wrack line (no Vegetation). Profiles were continued seaward to a wading depth of 3 ft. below the water surface at low tide. Bathymetric data was acquired along the historic azimuth for each monitoring profile, extending 300 ft. seaward or to a depth of elevation -30. A Borrow Site Survey, approximately 4 miles offshore was surveyed using multibeam swath sounding techniques, providing 100 % coverage of the 7500' x 7500' seafloor area. Deliverables included a Survey Report certifying that work was performed to FDEP standards and meeting the Minimum Technical Requirements of the State of Florida.

ST. Johns County Beach Restoration Project, St. Johns, Florida

Arc Surveying & Mapping, Inc. was selected by ACOE Jacksonville District to survey St. Johns County Beach in St. Augustine, Florida. Monitoring, Plans, and Specification surveys were collected for beach profiles from R-109 thru T-157 including intermediate from R-137 thru R-151, borrow area survey and aerial photography from R-109 thru T-157. Additional profiles were collected for R-197 thru R-209. Collect topographic and hydrographic beach profile data. Utilized DEP coordinates, elevations, and azimuths as provided. The project was performed on time and under budget.

Flagler County Beach Monitoring Profiles, Flagler County, Florida

This project lies along the North Atlantic coastline and includes approximately 18 miles of coastline in Flagler County, Florida. Research and locate the existing primary control monuments, acquire topographic beach monitoring upland data and offshore bathymetric data for historic beach monitoring profiles. The objective of the survey was to document accurate topographic and bathymetric existing site conditions along historic beach profiles R-01 through R-101. The project included the acquisition of side-scan sonar data along near shore coastal coquina outcropping in addition to off-shore multibeam surveys for sand sourcing.

Registrations:

Professional Surveyor and Mapper, FL#LS6131
 Certified Hydrographer ACSM #194
 FAA Remote UAS Pilot #3958472

Education:

Associates Degree: Civil Engineering Technology
 Shallow Water Multibeam Training, U.S and Canadian Hydrographic Commission; Trimble Geomatics GPS Processing Training; Side Scan Sonar Processing and Mosaicing; Bentley's Microstation, InRoads and Descartes Mapping Training; CADD Development; Hydrographic Data Acquisition and Processing, Coastal Oceanographics

Years of Experience:

35

Years with Firm:

24



Kim Garbade
Senior GIS Analyst
England-Thims & Miller, Inc.



Mr. Garbade has 34 years of Geographic Information Systems (GIS) experience and currently serves as a GIS Project Manager for ETM. During his 23-year career with ETM, Mr. Garbade has worked as an analyst, programmer, and GIS section lead, all the while maintaining a hands-on knowledge of Esri's ArcGIS software and extensions.

Mr. Garbade has designed and implemented geodatabases based on the Esri Water Utility Network model that were customized specifically for stormwater drainage. He has also written tools to perform data entry into those databases and to perform automated QA/QC on those same assets.

EDUCATION:

BA, Geography, University of Florida, 1989

YEARS OF EXPERIENCE:

Total: 34
 with ETM: 23

REGISTRATION:

Certified Geographic Information Systems Professional (00058328)

CONTINUING EDUCATION:

ArcHydro
 GIS for Water Resources
 Introduction to ArcGIS Server
 ArcObjects with VBA and C#
 Deploying and Maintaining
 Multiuser Geodatabases
 Versioning Workflows in Multiuser
 Geodatabases
 RDBMS Data Modeling

PROJECT EXPERIENCE:

NPDES Permit Administration Program, Jacksonville, Florida (Cycle 4) - Responsible for the inventory and data storage associated with the over 280,000 stormwater structures contained within the 700+ square-miles of the City of Jacksonville. To stay current with Esri's increasingly web based architecture, Mr. Garbade migrated the existing traditionally versioned Esri geodatabase stored in SQL Server into a Branch versioned, service based, Esri architecture (also stored in SQL Server). This move facilitated the use of Esri's Workflow Manager Server product and integration with the Cartegraph Operations Management Software (OMS) currently used by COJ staff for inspection and maintenance of the stormwater system. Since the migration of the data into a new data structure deprecated the existing data entry tools, Mr. Garbade developed a new mapping, database editing, and QA toolset using Esri's proprietary Arcade scripting language. The new tools assist a team of four in manually transferring invert and rim elevation data, in addition to other important characteristics and metrics about each asset, from digital and hard copy as-builts, into the geodatabase. Additionally, Mr. Garbade worked on the team that integrated the MS4 asset data stored within the GIS with Cartegraph OMS. He is also primarily responsible for the MS4 geodatabase's schema and day-to-day management.

NPDES Permit Administration Program, Jacksonville, Florida (Cycle 3) - Mr. Garbade designed a geodatabase based on the Esri Water Utility Network model customized for drainage. Additionally, he developed data entry tools that helped to streamline entry into the system. The tool automatically populated asset attributes as they were entered based on data entered on end user forms and on overlay analysis. The tool set was a customized ArcMap extension programmed in MicroSoft C# using Esri's ArcObjects in Visual Studio. Mr. Garbade also used the Esri Data Reviewer environment to ensure the data was entered correctly and checked thoroughly. Furthermore, Mr. Garbade managed the MS4 database's schema and updates. Additional responsibilities included developing a methodology for the improved identification of major outfall locations and ongoing analysis tasks.

Ash Contamination Site Remediation Program, Jacksonville, Florida - Responsible for coordinating GIS support services associated with the City of Jacksonville's Ash Contamination Site Remediation Program. This work has included development and maintenance of a comprehensive set of mapping and spatial data QA tools. Also responsible for database management of an Esri Enterprise Geodatabase specifically customized to store sampling location and attribute data. He is also primarily responsible for generating Electronic Data Deliverables for EPA Region 4, for inclusion in their Data Archival and ReTrieval database.

Kim Garbade
Senior GIS Analyst
England-Thims & Miller, Inc.

Parcel Spatial Data Correction, Clay County, Florida - Project Manager and Technical Lead of a team responsible for the correction of parcel lines from existing locations to visual cues of land ownership on a highly accurate aerial photography base. The existing parcel data had been digitized over many years from poor quality source maps resulting in a parcel data set that overlaid inadequately with modern highly accurate aerial photography. Ideally, correction would have been based on densification of survey control and the COGO of legal descriptions. Because of the limited budget, ETM was asked to employ Esri's Spatial Adjustment toolset. Mr. Garbade wrote extensive ArcObjects code to translate parcel annotation layers into line and point representations, and then recreated the annotation files after the lines and points had been adjusted relative to the parcel boundaries. The project also removed thousands of sliver polygons and ensured parcel attribute data was maintained unchanged and correctly linked.

Enterprise GIS Implementation, Jacksonville Airport Authority, Jacksonville, Florida - Project Manager responsible for the conversion of spatial data sources pertaining to the Jacksonville Airport Authority's assets located on the four air transportation hubs operated by the Authority. Guided the project through a phased and practical approach to GIS implementation. Formulated a Needs Assessment based on user interviews and examination of existing databases and business practices. Used the defined needs to guide the creation of a customized geodatabase schema. Coordinated the automated data conversion and manual data entry procedures (including coordinate geometry data entry) required to populate the implemented database design. Also coordinated the efforts of the quality assurance staff. In addition, supervised the application development team tasked with integrating GIS functionality into the business practices of the Authority's diverse operating units.

Marine Enterprise GIS, Jacksonville Port Authority (JAXPORT), Jacksonville, Florida - Primarily responsible for managing all aspects of the JAXPORT Marine Division's GIS creation and conversion project. Tasks included coordination with survey field crews providing GPS field data collection, geospatial database modeling based on the SDS/FIE, GIS integration with existing databases and systems, source document identification, data cataloging and conversion, metadata creation, QA/QC, and ArcIMS application development. Worked with the client to balance the goals and priorities outlined in the needs assessment with time and budget constraints spelled out in the contract.

Data Conversion, JEA, Jacksonville, Florida - Project Manager responsible for the conversion of spatial and attribute data stored on AutoCAD drawing as graphical points, lines, and text into an Esri geodatabase format. The CAD files pertained to both water and wastewater network information spanning roughly 100-square-miles. The sources of the CAD files were two utility companies recently acquired by the JEA and the CAD files themselves were created in diverse spatial projections and with varying levels of quality and completeness. Supervised the team of GIS Analysts who used advanced conversion tools and methods to standardize the data and reorganize it into intelligent GIS feature classes. Ensured that the final geodatabase design supported the importation of the newly converted data into the existing JEA SDE/Oracle geodatabase and also was responsible for the quality assurance testing of the final deliverable.

D. INNOVATIVE TECHNOLOGY-BASED CAPACITIES AND EXAMPLES

ETM Survey meets all requirements of this contract and is authorized and licensed by the State of Florida to perform the professional services required. We commit to providing the top professional supervision and technical support required to complete every task assignment in a thorough and expeditious manner.

Our experienced office personnel and field crews are qualified to perform surveying on all projects that will be assigned. All field crews are FDOT Intermediate Temporary Traffic Control (TTC) Certified, and On Track Worker Safety Certified for both CSX/FEC and Norfolk Railroads. ETM Survey also maintains two field survey crews with the 40-hour Hazardous Waste Operations and Emergency Response (HAZWOPER) certification.

Equipment, Software and Facilities

In addition to our state-of-the-art office equipment, our full-size 4-wheel drive trucks are equipped with standard survey equipment. Our SUE crews are equipped with electronic locators, Ground Penetrating Radar (GPR) and truck mounted vacuum excavation equipment which, when combined with our survey technology, can provide state-of-the-art full-service utility location and mapping.

ETM Survey utilizes the following specialty survey equipment:

Field Equipment

- LEICA GPS with Glonass
- LEICA Robotic and Conventional Total Stations
- LEICA Digital Levels
- Carlson Surveyor Data Collectors
- Hydrolite Single Beam Sonar
- Surface Pro Computers with LTE
- Freightliner Vacuum Excavation Trucks
- LEICA Ground Penetrating Radar Units
- LEICA Ultra Cable Locators
- Leica Terrestrial Lidar Scanners
- Harris H6 Gas/Electric Hybrid Drone
- Riegl VUX-I Lidar Scanner
- DJI photogrammetry Drone

Office Equipment and Software

- Dell, HP, and Puget Sound Computers
- AutoCAD Civil 3D 2019
- Microstation SS10 & Open Roads Designer
- GeoPak, Survey, Roads and Site
- LEICA Cyclone
- LEICA Captivate Software
- LEICA Infinity Software
- Riegl Riprocess UAV Software
- Terrascan Software
- Terra Model Software
- Terra Match Software
- ArcGis 10.2
- Star*Net

We also partnered with ETM on many other GIS projects involving the data collection and GIS mapping for online accessible databases and web-based hosting services, including the City of Jacksonville's NPDES project. The ETM Geospatial Technologies group also has worked on the creation and maintenance of many GIS database systems for various local, county, and state government departments such as the City of Jacksonville Ash Remediation Project, Clay County GIS Basemap and GPS Control Network, and the JAA Capital Improvement Project.

We have provided more examples of our innovative technologies in Tab 7.

***State of Florida
Department of State***

I certify from the records of this office that ETM SURVEYING & MAPPING, INC. is a corporation organized under the laws of the State of Florida, filed on December 21, 1982.

The document number of this corporation is G14942.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on January 4, 2023, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Fourth day of January, 2023*




Secretary of State

Tracking Number: 2486627352CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

**E. KNOWLEDGE OF AND COMPLIANCE WITH
STATE AND LOCAL LAWS**

ETM is a corporation organized under the laws of the State of Florida and as such, we are familiar with State laws. Additionally, we have a local field office in Nassau County at 463688 State Road 200 #7, Yulee, Florida and our headquarters is located in Jacksonville. These locations provide us with in depth knowledge of local laws and permitting requirements.

Tab 4 - Project Understanding, Approach, and Schedule

SECTION 4 - PROJECT UNDERSTANDING, APPROACH, AND SCHEDULE



UNDERSTANDING/COMMITMENT TO THE SCOPE OF SERVICES

ETM Survey understands that this contract is to provide professional surveying and mapping services in the form of written task work orders issued by Nassau County. We are committed to working with Nassau County to reach their desired project outcomes. These services may include, but are not limited to, any of the following areas, all of which ETM Survey and our team are specialized in.

Boundary Surveys

Our firm provides boundary surveys which establish the boundary lines of a parcel of land, as defined by deed or plat, on the ground and ties these boundary lines to monuments and other fixed features and improvements on the parcel.

Topographic Surveys

A topographic survey is essential to engineering design work. Our team of qualified surveyors provide topographic surveys that map the above ground features and documents the horizontal and sometimes the vertical spatial relationship of these features to each other and a parcel boundary.

Maintenance Maps

Our firm provides maintenance maps which are boundary surveys as defined by the Standards of Practice as adopted by the Florida Department of Agriculture and Consumer Services and will be signed and sealed by one of our Florida licensed Surveyors & Mappers. They are used as the control to reestablish approved alignments for

right-of-way mapping and construction purposes. Maintained right-of-way mapping is coordinated with the County and the Engineer-of-Record to properly depict the right-of-way claimed by maintenance. These maps are also used for appraisal purposes during the property acquisition phase which makes it important to properly show certain topographic features shown on the maps.

Right-of-Way Surveys

At ETM Survey, we conduct right-of-way surveys which are typically retracement surveys and require that existing monumentation along a right-of-way corridor be located and research into record documents adjoining the right-of-way is performed. A right-of-way survey will result in a map and is a type of specific purpose survey.

Legal Descriptions

Legal descriptions will be formatted and written to the preferred County format for recording. All descriptions are read and checked to the right-of-way maps twice with graphical and COGO closure checks. Check sheets are then filed as part of our Quality Control plan. All descriptions will be prepared to the Standards of Practice and will be signed and sealed by one of our Florida Certified Professional Surveyor and Mappers.

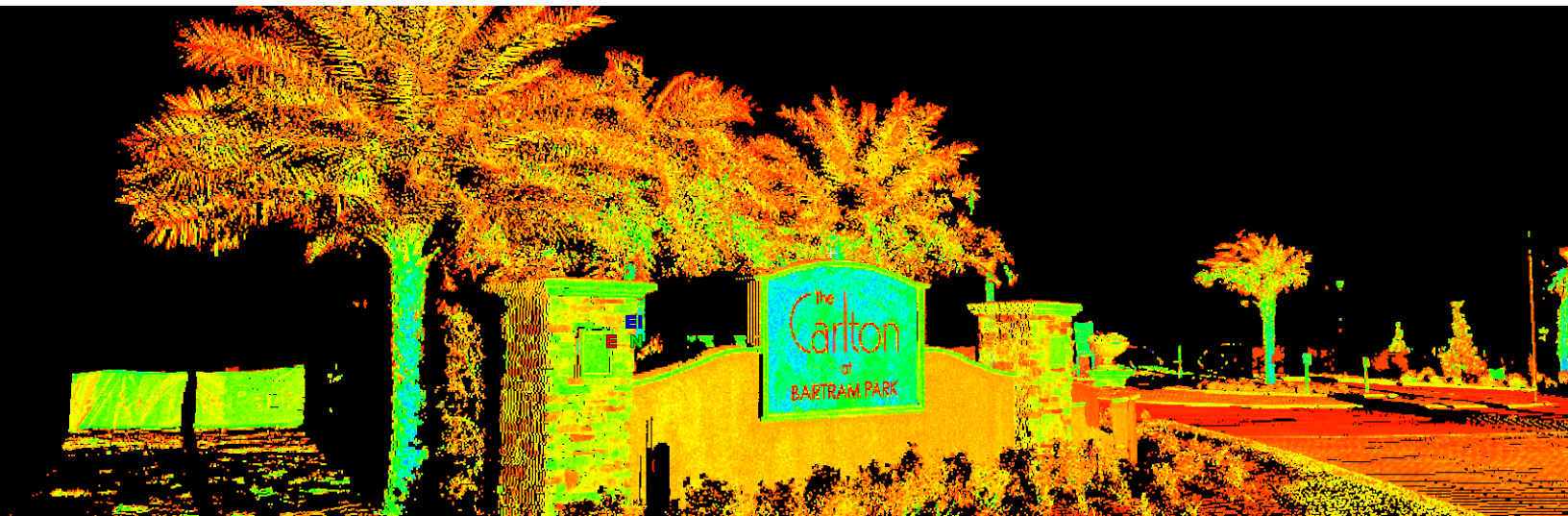
Aerial Orthophotography

Our Aerial Solutions team uses innovative technologies to provide aerial orthophotography, which is a geometrically corrected aerial photograph, with uniform scale, showing true horizontal position in raster form. Once an image is orthorectified, it has been adjusted for topographic relief and is an accurate representation of the Earth's surface. At this point, the orthophotograph can be used for measurement of planimetric features.

Terrestrial and Aerial Lidar

Lidar is a remote sensing technology that measures distance by sending a laser towards an object and analyzing the reflected light (also called returns). The Lidar returns are then used to create a digital representation of a terrain's surface or Digital Terrain Model (DTM).

State-of-the-art 3D laser scanning methods and technology are referred to as Terrestrial Lidar. This cutting-edge technology allows our team to collect spatial data from a site, structure, or object rapidly and remotely. The information from a 3D scan provides extremely accurate data in the form of an XYZ point cloud that can easily be modeled, geo-referenced and surveyed electronically, used to create contours and TINs, or exported into CAD software.





For topographic, as-built, and engineering design surveys, Terrestrial Laser Scanning is setting new standards for the way surveying work gets done. ETM Survey's team increases the data acquisition speed for many projects utilizing this essential tool for capturing and managing complex and detailed 3D geospatial data. Terrestrial Laser Scanning is especially useful for complex areas and structures that may be difficult to access. Bridges, overpasses, railroads, high-speed interstates, and high-volume local roadways may all be scanned, with much more detail, greater efficiency, and cost effectiveness than conventional surveying techniques.



All Terrestrial Laser Scanning projects are performed under the responsible charge of a professional surveyor and mapper to ensure the proper quality control procedures are followed. We employ the top of the line Leica P-40 High Definition Laser Scanner that collects over one-million points per second. This fast data acquisition translates to safety for survey field personnel, allows us to be responsive to time sensitive projects, and gives us the ability to deliver high quality and accurate 3D geospatial data and calibrated imagery to our clients.

This technology can also be vehicle based to collect the same type of data in a mobile environment. This technology allows for automated data and asset extraction of storm and sanitary sewer manholes, drop inlets, and catch basins. Mobile mapping offers an efficient and safe solution to obtaining survey data along heavily travelled roads.

In addition, our firm offers Aerial Lidar services to acquire data and produce high-resolution mapping products. To complete these services, we use our unique Harris Aerial Drones with Lidar sensors.

Cross Sections for Drainage Basin Analysis

Also known as FEMA cross sections, ETM Survey performs cross section for drainage basin analysis larger areas to obtain spot elevation data for sites to determine drainage flow of the surface and possible flood plain identification.

Design Surveys

We have surveyed many miles of roadways with conventional survey techniques and static terrestrial Lidar. We are experts in blending the data from both survey data into a single seamless survey deliverable for the engineers to use.

Construction Layout Surveys

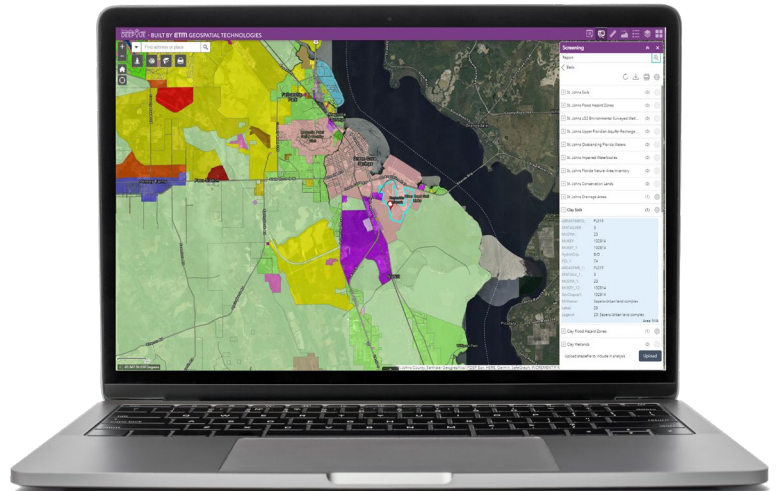
We conduct construction layout surveys to make measurements prior to or during construction, to control elevation, configuration, and horizontal position and dimensions.

Utility and Public Infrastructure Surveys

Our firm conducts utility and public infrastructure surveys to locate features specific to utility or infrastructure features. This type of survey typically will include SUE work to help map underground features.

GIS Database Creation and Management

ETM Survey's parent company, ETM, incorporated the use of GIS and GPS technology in 1991 to deliver engineering and planning services more efficiently. They have been delivering GIS planning, data conversion, application development, and related support services since 1995 and have been an Esri Consulting Business Partner since 1997.



Title Work and Deed Investigation

At ETM Survey, our title work and deed investigation involves searching the public records for the history of ownership, known as chain of title, and also for any encumbrances of record to the property. Title work and deed investigation is required for all ALTA surveys and typically performed when land acquisition/ transaction is to occur for a parcel of land.

Global Positioning System (GPS) Data Collection

A type of data collection utilizing the United States based NAVSTAR satellites and can also include utilizing the Russian GLONASS satellite constellation to determine the latitude and longitude of a feature on the Earth's surface. Survey grade GPS receivers render sub-centimeter positional accuracy.



Tree Surveys

A tree survey is a type of specific purpose survey that accurately locates the position of the center of a tree along with other details such as diameter of the tree, common name, scientific name, diameter of drip line, and height of clear wood on palm trees. We typically number and tag trees in the field to allow for correlation of the survey map by Landscape Architects or other end users.

Wetland Surveys

Our wetland surveys involve the location of delineations placed by others to mark the location of the transition between wetlands and uplands. The location of these marks is surveyed using conventional and GPS survey techniques.

Specific Purpose Surveys

Our specific purpose surveys are performed for a purpose which cannot be categorized under another type of survey per Chapter 5J-17, Florida Administrative Code. Examples of specific purpose surveys are a map to show a right-of-way or a tree survey.

Final Measure/Record Surveys

Our team performs as-built surveys to obtain horizontal and/or vertical dimensional data so that constructed improvements may be delineated in such a way that the location of the construction may be compared with the construction plans.

ALTA/NSPS Land Titles

An ALTA survey is a boundary survey performed to the national standards of the American Land Title Association and the National Society of Professional Surveyors. Our firm offers many optional services that can also be included as part of an ALTA survey and are negotiated with the client prior to the survey being initiated.

Bathymetric Surveys

Bathymetry is the measurement of the depths of water bodies from the water surface. It is the marine equivalent to topography. We conduct bathymetric surveys with a transducer which both transmits a sound pulse from the water surface (usually attached to a boat) and records that same signal when it bounces from the bottom of the water body. An echosounder attached to the transducer filters and records the travel time of the pulse. While the pulse occurs, a GPS unit can record the location of the reading.

APPROACH TO PROJECT

The demands of this Continuing Professional Surveying and Mapping Services Contract require a versatile firm that is established within the community and has access to historical resources and a variety of means to reach desired goals. Since merging with ETM, our company has developed into a multi-faceted, robust firm that is fully capable of meeting the challenges of the prevailing economic climate in Florida. The strengths of these two organizations have proven to fit together in a highly complementary fashion, effectively blending the use of the most up-to-date technological advancements with the knowledge and wisdom inherently gained with almost a century of land surveying. The resultant mix has rendered a diversified, forward-thinking organization, devoted to the production of an accurate product that satisfies both established standards and the practical needs of their clientele. This diversity that ETM Survey possesses lends itself to the demands of a surveying and mapping continuing services contract. ETM Survey deals with a wide range of survey needs on a daily basis and is always seeking innovative and progressive methods by which these needs can be met.



From an administrative standpoint, it is our goal to submit a superior survey product that is cost efficient and exceeds all expectations. The first step in the successful execution of our survey services is a function of communication. Cliff Colyer III, PSM will meet with Nassau County's Project Manager to determine the exact nature of the scope of services required for each specific survey project. A manhour assessment of the anticipated work effort will be produced based on a review of the specific site and analysis of past projects of a similar scope and magnitude. ETM Survey will then seek to negotiate a project specific contract with Nassau County's Project Manager that is fair and equitable to both parties.

Production Methodology

Once the specific goals for the survey task have been clearly determined, ETM Survey's Project Manager will assemble the team best suited to that end. The project will be further assessed, and a specific plan will be formulated. Discussion with and input from all team members, including Project Surveyors, CAD Technicians, Field Crew Coordinators, and Field Crew Chiefs will be considered in this process. Additional meetings over the course of the project will keep ETM Survey's Project Manager abreast of the progress and quality of the work effort. Mr. Colyer will review and bear responsibility for all survey decisions required over the life of the project and will apprise Nassau County's Project Manager of the status of the project on a monthly basis or upon request.

Upon determination of the appropriate team, research of the Public Records and compilation of existing data pertinent to the project will be undertaken by the Project Surveyor who supplies information to the CAD Technician and oversees the production of preliminary maps and search ties for field crews. Field Crew Coordinators are also involved at this juncture, aiding in our efforts to provide field crews with the information they need to optimize data collection efficiency. ETM Survey believes that a well informed and prepared field crew is critical to the success of a project from the onset.

As field work progresses, it is imperative that the work is monitored for accuracy and completeness on a regular basis. The work is usually broken up into logical segments and processed in increments. In this way, we can evaluate the data and determine if adjustments to field methodology are needed. This also allows our office personnel to begin mapping efforts prior to the completion of field work. Invariably, this work segmentation also keeps the ETM Survey Project Manager involved with the project on a daily basis as decisions regarding interpretation of the data are required and reviewed.

As the final mapping stage of production nears completion, Scott A. Graham, PSM will begin the Quality Assurance and Quality Control (QA/QC) review of the product. This review includes any digital products that may be submitted as well as prints of the survey. The product is reviewed for compliance with Chapters 177 and 472 of the Florida Statutes, Chapter 5J-17 of the Florida Administrative Code and with specific regard to Nassau County ordinances and standards.

Field reviews of preliminary maps are also conducted at this stage. The maps are then submitted to ETM Survey's Project Manager for further review prior to being submitted to Nassau County.



Problem Areas/Solutions

Based on our experience, the most identifiable source of problems in survey production is lack of a clear understanding of the needs and expectations of the client. The solution to this problem begins at the administration level. The County and Consultant Project Managers must work toward the common goal and ask questions of each other until all parties are assured of a clear understanding of what is expected. The communication then needs to continue down the ranks so that all team members have a thorough understanding of the goal and can contribute to its realization. This is a primary goal at ETM Survey. We believe that informed Party Chiefs equate to fewer return visits to a site. Likewise, knowledgeable Survey CAD Technicians can alert the Project Surveyor to deficiencies in field data. A Project Surveyor and Field Crew Coordinator with an accurate understanding of the project goals can help streamline operations and enhance the quality of the product while keeping the project on-budget and on-schedule.

SPECIAL CONSIDERATIONS

ETM Survey has embraced the notion that the land surveyor's final product is no longer simply their signed and sealed map of a survey, but rather a digital file to be used well into the future, serving a variety of functions, which can be incorporated into a larger database. This is exemplified by the horizontal and vertical control network which our firm is building throughout Florida.

ETM Survey is currently engaged in the creation of a GIS Database for our in-house use, which will include this control network, published control both horizontal and vertical, secondary GPS control, traverse points, temporary benchmarks, etc. Attributes attached to the points that populate this database include to reach information, date of observation, source monumentation, datum, project association, etc. Links to our other project tracking and management software tools and references to related files potentially can make our extensive records available at the mere click of a button.

With this concept in mind, ETM Survey proposes that all survey work associated with this contract be based on, or tied to the Florida State Plane coordinate system, regardless of the magnitude of the specific projects scope of services. We would further recommend that control data for these miscellaneous survey projects (complete with attached attribute data) be submitted to the County in a format that would allow for its eventual inclusion into a similar GIS database.

RELEVANT TEAM EXPERTISE

Our team has significant expertise providing specialized services that are applicable to the type of projects under this contract. Specifically, our project team's experience in the following areas ensures that projects of this type will be completed professionally and efficiently.

Roadway Design Surveys

We have surveyed many miles of roadways with conventional survey techniques and static Terrestrial Lidar. We are experts in blending the data from both survey data into a single seamless survey deliverable for the engineers to use.

Sectional and Right-of-Way Retracement

We have a vast library of sectional, right-of-way, and land boundary information in our archives. This gives us unique access to non-public information on sectional and right-of-way data. We have extensive experience retracing sectional and right-of-way information for both public and private projects.

Lidar Services

Lidar data provides a level of coverage that conventional survey techniques simply cannot, utilizing millions of points of light painting a 3D view of the world around us. Not only are we afforded the ability to extract additional data not initially in the scope without returning to the field, but the initial data acquisition is able to be done with no interruption to traffic and in a much safer manner for our crews.

Terrestrial Lidar

ETM Survey has submitted multiple projects involving Terrestrial Lidar data acquisition methods to allow the creation of a single 3D file for design purposes for our engineering partners. These methods allow our crews to quickly scan the project and get that data to the office for our techs to take over, thus freeing the crews up to perform other project tasks and functions.



Aerial Lidar

ETM Survey is proud to be one of the first in the area to utilize long range hybrid drones. Our Harris H6 hybrid electric drones allow for hour+ flight times allowing for the collection of 200-acres worth of data in a single flight and allowing us to produce a much denser and more accurate product that conventional survey methods provide. Aerial Lidar accuracy is maintained by a ground control point network and ground check points. Aerial Lidar is then certified to ASPRS and NSSDA standards to guarantee precision and accuracy.

Aerial Photogrammetry

In conjunction with Aerial Lidar, ETM survey regularly flies missions over projects collecting thousands of photos to ensure our data is as up to date as possible. Using powerful state of the art 32 and 64 core computers, these images get combined into a survey-grade geospatially proportioned orthomosaic image and digital surface of the site, allowing for fast and easy area and volumetric measurements. Aerial photogrammetry is certified in accordance with USGS 3DEP Program and can adjust our accuracy levels to save our clients money while still meeting their needs.

Aerial Photography

We utilize our drone capabilities to take birds-eye pictures and video of property, so our clients can track the progress of their projects and construction updates. Aerial photography can also be very helpful in viewing potential land for a new development.

APPROACH TO DEVELOPING COST ESTIMATES

When developing a survey project cost estimate, the first step is to assess the scope of the project. This involves determining what components of the survey need to be completed and what potential costs may be associated with each component. The scope should also include an estimation of the time required to complete each component as well as any potential risks or contingencies that need to be considered in order to accurately represent the total cost of the project.

Once this assessment has been completed, our team considers how best to approach estimating the costs associated with each component. One approach is top-down estimation which looks at the total budget for a project and then estimates costs for each component based on their relative importance within the survey. Another approach is bottom-up estimation which starts by looking at individual tasks and building up an overall cost estimate from there. Depending on the complexity of a survey, either approach can be used, but both should provide realistic estimates that account for all possible variables.

An effective way to develop a comprehensive survey project cost estimate involves working closely with stakeholders throughout all stages of development from planning through execution. Doing so ensures that both short-term goals and long-term objectives are accounted for when making any financial decisions related to a survey project which helps ensure accuracy and minimize surprises throughout its lifecycle.



ETM SURVEY INNOVATIVE/COST SAVING IDEAS

ETM Survey is a leader in acquiring and deploying innovative technologies in the field of surveying and mapping to help create innovative solutions and cost savings to our workflows. Our survey crews use state-of-the-art robotic total stations and GPS systems that allow us to quickly bring high accuracy horizontal control values to any project. Though GPS has been available for decades, our upgraded systems have access to multiple satellite constellations to obtain much greater coverage at any time and any location. For high accuracy vertical control, we use digital levels. These instruments not only save time in the field, but also in the office since we are able to process the data much quicker than with older conventional levels.

For nearly a decade, ETM Survey has employed terrestrial-based Lidar scanning in our workflows. This technology has allowed us to obtain a greater level of topographic detail on a project site and maps the entire area into a point cloud in a fraction of the time that it takes to conventionally survey the site with other tripod-based instruments. This data is then “extracted” in the office with our point cloud software to create the site planimetrics and a DTM surface. Terrestrial-based Lidar also helps us keep our crews safe and out of traffic when we are working on roadway corridors, while creating a safer environment for the public using project corridors and sites. If there is a change in scope or if any additional information is needed for a site post-survey, this technology prevents our crews from having to return to a site as it will usually be in the existing point cloud from the original field mobilization - thus, providing great cost savings for our clients.



In 2020, ETM Survey expanded our survey technologies to include drone-based Lidar and photogrammetry. We currently operate a DJI Mavic II and two Harris H-6 gas/electric hybrid drones. The Harris drone platform gives us over 60 minutes of flight time per mission. On the Harris drone, we currently have two survey payloads, one is photogrammetry based or camera only, and the other carries both a Lidar and a camera sensor so that we can obtain both survey grade Lidar and photogrammetry simultaneously during the flight. All missions are performed by our staff of FAA Part 107 Licensed Pilots. All post processing of data is performed in-house utilizing our 32 core and 64 core computers which are configured specifically to handle the extremely large datasets and reduce the post processing of the data and creation of orthophotos by 75% or more.

ETM Survey's SUE crews are equipped with electronic locators, Ground Penetrating Radar (GPR), and truck mounted vacuum excavation equipment. Combined with our survey technology, this equipment can provide state-of-the-art, full-service utility location and mapping. ETM Survey will contact Sunshine State One Call and utility owners as well as State, County, and local agencies to secure utility owner information, as-builts and any required permits to allow our crews to work with right-of-ways, roadways, and private properties.

In summary, our team has the technology and in-house expertise to offer our clients multiple ways to save time and money on their projects, tailoring a surveying solution specifically to meet their project schedules and budgets.

Tab 5 - References

SECTION 5 - REFERENCES

ETM Survey has successfully undertaken many Continuing Services Contracts such as this one, that typically include and boundary surveys, topographic surveys, maintenance maps, right-of-way location surveys, legal descriptions, ground truthing and control for aerial surveys, cross sections, for drainage basin analysis, design surveys, construction layout, subsurface utility location, GIS grade, and 3D mapping. We are completely familiar with and understand the services required by this contract. To further demonstrate ETM Survey's wealth of relevant experience, we have included a sampling of similar awards with references on the following pages.



VARIOUS SURVEYING PROJECTS

Jacksonville, Florida

Client : City of Jacksonville
Address: 214 N. Hogan Street
 Jacksonville, Florida 32202

Project Manager: Danny Wheeler
Phone Number: (904) 255-8756
Fax Number: N/A
Email Address: DWheeler@coj.net

Performance Period: Ongoing

Total Contract Amount: N/A

Key Team Members: Scott A. Graham, PSM
 Cliff Colyer III, PSM
 Charles Schreiner, SIT

Description of All Services Provided:

ETM Survey was contracted by the City of Jacksonville to provide miscellaneous surveying services. The scope of work consists of various types of surveys for roadway and drainage projects, including utility location surveys, public building sites, right-of-ways, easements, recreational sites, and other specified boundaries as requested by the City's engineering division on an as-needed basis. Projects performed under this contract include:

- Atlantic Boulevard Drainage Improvements (TWO#1)
- Sheridan Street Drainage Improvements (TWO#2)
- Macy Street Drainage Improvements (TWO#3)
- Irvington Avenue Drainage Improvements (TWO#4)



SUBSURFACE UTILITY ENGINEERING & LOCATE SERVICES

Jacksonville, Florida

Client : JEA
Address: 225 Pearl Street North
Jacksonville, Florida 32202

Project Manager: Jenny McCollum
Phone Number: (904) 665-4106
Fax Number: N/A
Email Address: Gleejs@jea.com

Performance Period: Ongoing

Total Contract Amount: \$800,000

Key Team Members: Scott A. Graham, PSM
David Ashley

Description of All Services Provided:

ETM Survey was contracted by JEA to provide SUE and locate services on this contract. The scope of work includes SUE and locate services generally located within the Nassau County, Duval County, and St. Johns County areas on an as-needed basis. The purpose of the subsurface utility engineering and locate services is to physically locate and identify underground utility lines providing Quality Level A services, otherwise known as test holing or pot holing, to locate a utility horizontally and vertically by survey measurements.



PROFESSIONAL SURVEYING & MAPPING SERVICES

Flagler County, Florida

Client : Flagler County
Address: 1769 E. Moody Boulevard
Bunnell, Florida 32110

Project Manager: Faith Alkhatib, PE
Phone Number: (386) 313-4045
Fax Number: N/A
Email Address: FAlkhatib@flaglercounty.org

Performance Period: Ongoing

Total Contract Amount: N/A

Key Team Members: Scott A. Graham, PSM
Charlie Schreiner, SIT

Description of All Services Provided:

ETM Survey was contracted by Flagler County to provide professional surveying and mapping services on this contract. The scope of work includes topographic survey, property/boundary survey, construction layout, title work/deed investigation, GPS data collection, tree surveys, right-of-way surveys, wetland surveys, utility/public infrastructure surveys, and specific purposes surveys. It also includes optional specialty services including Aerial Orthophotography, Aerial Lidar, mobile data collection, GIS database creation and management, bathometric surveys, land purchase/management feasibility, and due diligence studies.



CR 2209

St. Johns County, Florida

Client : England-Thims & Miller, Inc.
Address: 14775 Old St. Augustine Road
Jacksonville, Florida 32258

Project Manager: Matthew S. Maggiore, PE
Phone Number: (904) 265-3202
Fax Number: (904) 646-9485
Email Address: MaggioreM@etminc.com

Performance Period: 2022

Total Contract Amount: \$216,000

Key Team Members: Scott A. Graham, PSM
Charles Schreiner, SIT

Description of All Services Provided:

ETM Survey prepared a boundary survey for an approximate 14,000 LF roadway corridor, as well as multiple sketches and descriptions for the proposed off-site stormwater management facilities drainage easements that supported the proposed County roadway extension for this project.



VARIOUS SURVEYING PROJECTS

Nassau County, Florida

Client : Peters and Yaffee, Inc.
Address: 9822 Tapestry Park Circle
#205
Jacksonville, Florida 32246

Project Manager: Dow Peters, PE
Phone Number: (904) 265-0751
Fax Number: N/A
Email Address: DPeters@petersandyaffee.com

Performance Period: Ongoing

Total Contract Amount: N/A

Key Team Members: Scott A. Graham, PSM
Charles Schreiner, SIT

Description of All Services Provided:
ETM Survey was contracted by Peters and Yaffee, Inc. to perform various surveys throughout Nassau County including the following:

- Simmons Road Drainage Improvements
- Clements Road Drainage Study
- Chester Road Drainage Study
- Henry Smith Road Route Survey

Tab 6 - Current Workload

SECTION 6 - CURRENT WORKLOAD

AVAILABILITY OF PERSONNEL

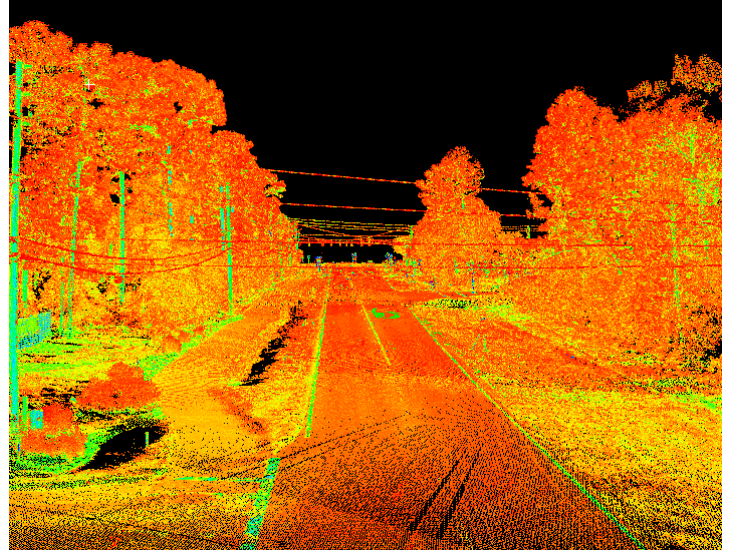
Given our current workload, ETM is readily available to serve as Nassau County’s Prime Consultant for the Continuing Contract for Professional Surveying and Mapping Services contract. As depicted on the Current Workload table below, we have considerable and sufficient resources to address the needs of this contract.

		CURRENT WORKLOAD					
PROJECT TEAM		JEA Small Diameter Pipe Route surveys with SUE	City of Jacksonville Traffic Signal Route surveys with SUE	State Road 5 (US 17) -	State Road 9A (I-295) -	Miscellaneous	AVAILABILITY
Scott A. Graham		•	•	•	•	•	40%
Cliff Colyer			•			•	65%
John Shepard			•			•	50%
Charles Schreiner			•			•	50%
David Ashley		•	•			•	50%

Tab 7 - Technology

SECTION 7 - TECHNOLOGY

Innovation in production, safety, technology, and data collection is an every-day goal for ETM Survey. Having vision, honing our craft, and maintaining the gap are all important tenants of our firm's culture. These attributes result in higher quality deliverables while saving both time and money for our clients. Additionally, our team members constantly attend continuing education seminars, review research journals, and look for applications to apply the latest safety technologies to our projects. We have provided a sampling of our innovative strategies and creative processes below which have resulted in successful project planning.



USE OF DRONE TO COLLECT SURVEY DATA

ETM Survey stands at the forefront of using the latest surveying technology to assist our clients in meeting tight project schedules. Our Harris (H6-Hybrid) Drone with Riegl VUX-1 Lidar, coupled with our proprietary data processing enables us to provide survey grade accuracy through canopy and vegetation. ETM Survey's state-of-the-art drone fleet technology enables their qualified technicians to capture aerial imagery and videography with superior quality at an unparalleled pace, and the ability to:

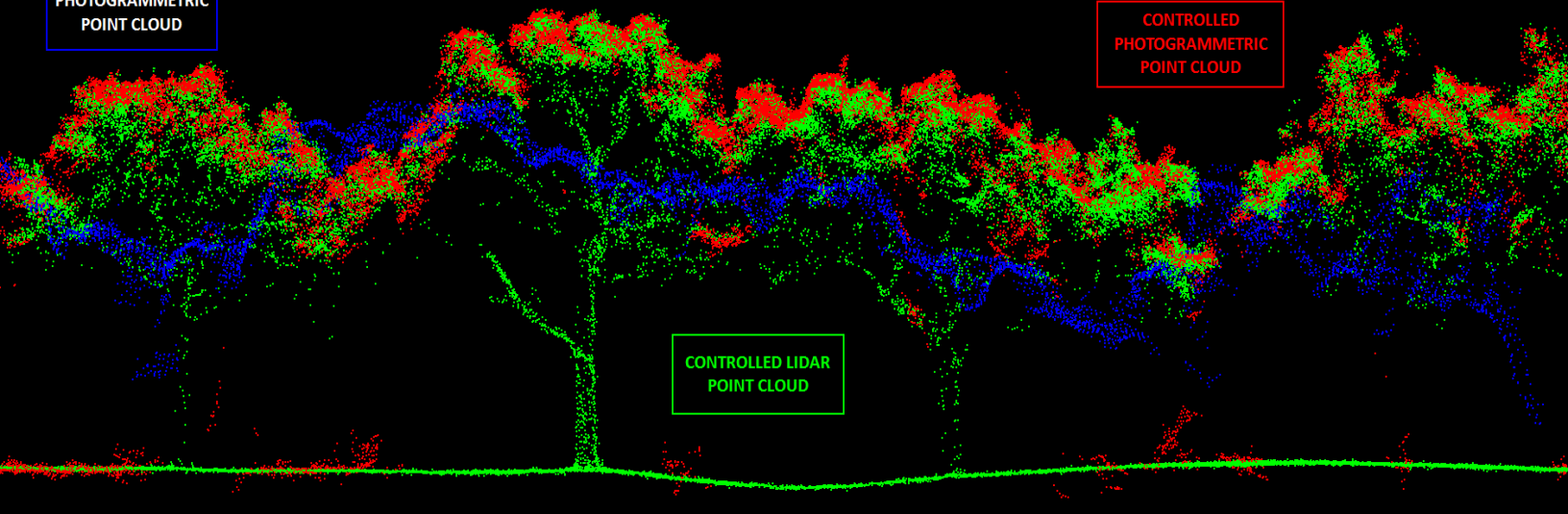
- Capture Lidar imagery to generate precise, three-dimensional information.
- Gather imagery of large sites through Orthomosaics.
- Take high-accuracy ground shots.
- Have extended flight times through gas/electric hybrid power.
- Turnaround conventional topographic surveys six times faster than industry average.

Aerial Lidar penetrates tree canopy and accurately collects the ground features beneath. We run independent cross sections checks throughout the lidar captured area to ensure the accuracy of the data spatially both vertically and horizontally.

PHOTOGRAMMETRIC
POINT CLOUD

CONTROLLED
PHOTOGRAMMETRIC
POINT CLOUD

CONTROLLED LIDAR
POINT CLOUD



AERIAL PHOTOGRAMMETRY

As mentioned previously, ETM is a provider of certified Aerial Photogrammetry. To gather this data, ETM Survey’s certified pilots gather thousands of photos while completing Aerial Lidar missions, to ensure data is as updated as possible. These images are combined into survey-grade orthomosaic images and a digital surface of the site using 23 and 64-core computers. These outputs allow for fast and easy area and volumetric measurements. Aerial Photogrammetry is not only innovative, but it provides cost-effective data collection solutions for our clients without compromising quality.



AERIAL PHOTOGRAPHY

Another innovative strategy we offer to our clients is Aerial Photography. Our certified pilots utilize their unrivaled drone technology to gather aerial photos and videos of properties, enabling our clients to efficiently track the progress of their projects during construction. In addition, our clients often use aerial imagery to view potential land for planned development. The imagery and videography outputs from our drone flights are provided to our clients, allowing them to view sites and project progress from the comfort of their office.



SUBSURFACE UTILITY ENGINEERING

At ETM Survey, we are proud to offer Subsurface Utility Engineering (SUE), which is a risk management process that combines geophysics, civil engineering, electronic tracing, asset management technologies, and nondestructive excavation technologies to verify subsurface utility data and precisely map existing underground utility systems.

SUE is an important and specialized engineering discipline to help mitigate the risks associated with utility mapping and planning for future construction projects.

Performing SUE during the design phase of a project will prevent change-orders due to unforeseen utility conflicts and prevent the possibility of utility damages, expensive relocations, and forced outages. For projects within FDOT right-of-ways, we implement SUE services as standard procedure during the design phase of roadway projects. The purpose is to identify existing utilities at the start of project design to reduce utility-related risks and costs, and to increase public safety throughout the design and construction phases of a project.

Tab 8 - Hourly Rate Schedule

SECTION 8 - HOURLY RATE SCHEDULE

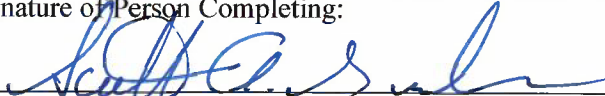
ETM acknowledges that this solicitation is being issued in accordance Florida Statutes Chapter 287.055 “Consultants’ Competitive Negotiation Act,” and therefore price cannot and will not be a determining factor in the selection of the successful firm. We understand the County will request hourly rates once the most qualified firm is selected and that the County reserves the right to negotiate hourly rates.

Tab 9 - Attachments/ Administrative Information

SECTION 9 - ATTACHMENTS/ ADMINISTRATIVE INFORMATION

NC23-011-RFQ

ATTACHMENT "A" ADDENDA ACKNOWLEDGMENT

<p>Acknowledgment is hereby made of receipt of addenda issued during the solicitation period.</p> <p>SOLICITATION NUMBER: NC23-011-RFQ</p>	<p>Addendum # <u> 1 </u> through # <u> 1 </u></p> <p>Date: 2/1/2023</p>
<p>Signature of Person Completing:</p> 	
<p>Printed Name: Scott A. Graham, PSM</p>	<p>Title: Vice 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 NC23-011
Continuing Contract for Professional Surveying and Mapping
DATE: Services January 13, 2023

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

Questions and Answers:

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

Answer: Please see and use the revised Attachment "H" for submittal.

- 2. Because TAB 8 - Hourly Rate Schedule does not require hourly rates/pricing information at this time, can proposers write "not required" or "not applicable" on TAB 8 or do we need to include a separate sheet behind the tab?

Answer: Both are adequate responses.

Attachments: Revised Attachment "H"

The solicitation due date and opening time remains: February 1, 2023 at 10:00 AM EST

ACKNOWLEDGMENT IS HEREBY MADE OF RECEIPT OF THIS ADDENDUM

Vendor/Company Name ETM Surveying & Mapping, Inc.

Vendor Signature: **Date:** 2/1/2023

End of Addendum #1

**ATTACHMENT “C”
DRUG FREE WORKPLACE CERTIFICATE**

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that _____

ETM Surveying & Mapping, 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.”

[Signature]
Authorized Signature

2/1/2023
Date Signed

State of: Florida
County of: Duval

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 1st day of February, 20 23 by Scott Graham who is personally known to me or produced _____ as identification.

[Signature]
Notary Public



April 2, 2026

**ATTACHMENT “D”
SWORN STATEMENT
UNDER FLORIDA STATUTE 287.133(3)(a) ON PUBLIC ENTITY CRIMES**

TO BE RETURNED WITH BID

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

1. This sworn statement is submitted with Bid, Proposal or Contract for Continuing Contract for Professional Surveying and Mapping Services.
2. This sworn statement is submitted by ETM Surveying & Mapping, Inc. (entity submitting sworn statement), whose business address is 14775 Old St. Augustine Road, Jacksonville, Florida and its Federal Employee Identification Number (FEIN) is 59-2243236. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)
3. My name is Scott A. Graham, PSM (please print name of individual signing), and my relationship to the entity named above is Vice President.
4. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that “convicted” or “conviction” as defined in paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an “affiliate” as defined in paragraph 287.133(1)(a), Florida Statutes, means:
 - a) A predecessor or successor of a person convicted of a public entity crime; or
 - b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not to fair market value under an arm’s length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
7. I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

ATTACHMENT “F”
GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS

COMMERCIAL GENERAL LIABILITY INSURANCE

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

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

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

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

PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)

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

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

Each Occurrence/Annual Aggregate	\$1,000,000
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Contractor/Vendor shall require each of his Sub-Contractor/Vendors to likewise purchase and maintain at their expense Commercial General Liability insurance, Workers’ Compensation and Employer’s Liability coverage, Automobile Liability insurance and Professional Liability (as applicable) insurance coverage meeting the same limit and requirements as the Contractor/Vendors insurance.

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

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

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

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

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

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

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

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

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

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

1. FIRM NAME: ETM Surveying & Mapping, Inc.
Address: 14775 Old St. Augustine Road
City/State/Zip: Jacksonville, Florida 32258
Phone: (904) 265-3111 Email: GrahamS@etmsurvey.com
Name of primary contact responsible for work performance: Cliff Colyer III, PSM
Phone: (904) 376-6355 Cell Phone: _____
Email: ColyerC@etmsurvey.com

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

3. EXPERIENCE:
Years in business: 98
Years in business under this name: 5
Years performing this type of work: 98
Value of work now under contract: \$6.3 Million
Value of work in place last year: \$6.3 Million

Percentage (%) of work usually self-performed: 98%

Name of sub vendors you may use: I.F. Rooks & Associates, LLC; Arc Surveying & Mapping, Inc.

Has your firm:

Failed to complete a contract: ___ Yes X No

Been involved in bankruptcy or reorganization: ___ Yes X No

Pending judgment claims or suits against firm: ___ Yes X No

4. PERSONNEL

How many employees does your company employ: 86

Position/Category (List all)	Full-time	Part-time
Management	8	
Project Manager/Surveyor	7	
CAD Technician	4	
Instrument Operators	14	
Crew Chief	16	
Field Crew Supervisors/Technicians	22	
SUE/Utility Technicians	13	
Administrative	2	

5. WORK EXPERIENCE:

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

Reference #1:

Company/Agency Name: City of Jacksonville

Address: 214 N. Hogan Street, Jacksonville, Florida 32202

Contract Person: Danny Wheeler

Phone: (904) 255-8756 Email: DWheeler@coj.net

Project Description: Various Surveying Services for the City of Jacksonville

Contract \$ Amount: N/A

Date Completed: Ongoing

Reference #2:

Company/Agency Name: JEA

Address: 255 Pearl Street North, Jacksonville, Florida 32202

Contract Person: Jenny McCollum

Phone: (904) 665-4106 Email: GleeJs@jea.com

Project Description: Subsurface Utility Engineering & Locate Services for JEA

Contract \$ Amount: \$800,000

Date Completed: Ongoing

Reference #3:

Company/Agency Name: Flagler County

Address: 1769 E. Moody Boulevard, Bunnell, Florida 32110

Contract Person: Faith Alkhatib, PE

Phone: (386) 313-4045 Email: FAlkhatib@flaglercounty.org

Project Description: Professional Surveying & Mapping Services for Flagler County

Contract \$ Amount: N/A

Date Completed: Ongoing

REMINDER:

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



ETM
SURVEYING & MAPPING, INC.

14775 Old St. Augustine Road
Jacksonville, Florida 32258
☎ 904.642.8550
www.etminc.com

HIBIT "E" INSURANCE REQUIREMENTS

ATTACHMENT "E" GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS

COMMERCIAL GENERAL LIABILITY INSURANCE

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

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

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

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

PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)

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

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

Each Occurrence/Annual Aggregate	\$1,000,000
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Contractor/Vendor shall require each of his Sub-Contractor/Vendors to likewise purchase and maintain at their expense Commercial General Liability insurance, Workers' Compensation and Employer's Liability coverage, Automobile Liability insurance and Professional Liability (as applicable) insurance coverage meeting the same limit and requirements as the Contractor/Vendors insurance.

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

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

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

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

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

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

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

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

FEDERAL PROVISIONS

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.

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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: DE5763042CFE4550952E6EAA2B157B72 Status: Completed
 Subject: Please DocuSign:CM3502-ETM Surveying & Mapping-Contin Contract for Survey&Map Ser- \$2,000,000.00 NTE
 Source Envelope:
 Document Pages: 145 Signatures: 6 Envelope Originator:
 Certificate Pages: 6 Initials: 25 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
 10/3/2023 3:36:39 PM tgivens@nassaucountyfl.com


Signer Events

	Signature	Timestamp
Robert Companion RCompanion@nassaucountyfl.com Deputy County Manager - County Engineer Nassau County BOCC Security Level: Email, Account Authentication (None)		Sent: 10/3/2023 4:03:22 PM Viewed: 10/3/2023 4:04:07 PM Signed: 10/3/2023 4:04:28 PM
	Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	


Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Tracy Poore tpoore@nassaucountyfl.com OMB Admin Nassau County BOCC Security Level: Email, Account Authentication (None)		Sent: 10/3/2023 4:04:35 PM Viewed: 10/3/2023 4:09:46 PM Signed: 10/3/2023 4:10:41 PM
	Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	


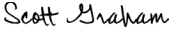



Electronic Record and Signature Disclosure:
Not Offered via DocuSign

chris lacambra clacambra@nassaucountyfl.com OMB Director Nassau County BOCC Security Level: Email, Account Authentication (None)		Sent: 10/3/2023 4:10:49 PM Viewed: 10/4/2023 7:58:28 AM Signed: 10/4/2023 7:59:23 AM
	Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	

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Ashley Metz ametz@nassaucountyfl.com Human Resources Director Nassau County BOCC Security Level: Email, Account Authentication (None)		Sent: 10/4/2023 9:22:47 AM Viewed: 10/4/2023 10:02:09 AM Signed: 10/4/2023 10:02:13 AM
	Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	

Electronic Record and Signature Disclosure:
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Signer Events	Signature	Timestamp
<p>Lanaee Gilmore lgilmore@nassaucountyfl.com Procurement Director Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>Sent: 10/4/2023 7:59:31 AM Resent: 10/4/2023 10:02:22 AM Viewed: 10/4/2023 4:58:00 PM Signed: 10/4/2023 4:58:10 PM</p>
<p>Scott Graham GrahamS@etmsurvey.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 10/4/2023 10:04:19 AM ID: 26f2f6fd-a128-435a-833f-851033dc01cf</p>	<p></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.249.159.100</p>	<p>Sent: 10/4/2023 10:02:23 AM Viewed: 10/4/2023 10:04:19 AM Signed: 10/4/2023 10:09:43 AM</p>
<p>Abigail F. Jorandby ajorandby@nassaucountyfl.com Assistant County Attorney Nassau BOCC Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>Sent: 10/4/2023 4:58:18 PM Viewed: 10/10/2023 8:14:34 AM Signed: 10/10/2023 8:16:49 AM</p>
<p>Denise C. May dmay@nassaucountyfl.com Assistant County Attorney Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 174.211.232.169 Signed using mobile</p>	<p>Sent: 10/10/2023 8:16:59 AM Viewed: 10/10/2023 8:28:16 AM Signed: 10/10/2023 9:14:22 AM</p>
<p>Taco E. Pope, AICP tpope@nassaucountyfl.com County Manager Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>Sent: 10/10/2023 9:14:30 AM Viewed: 10/10/2023 11:11:36 AM Signed: 10/10/2023 11:11:42 AM</p>
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Clerk Admin clerkservices@nassaucountyfl.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 10/10/2023 11:11:50 AM
Procurement Staff BOCCProcurement@nassaucountyfl.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 10/10/2023 11:11:50 AM
Raymond Albury ralbury@nassaucountyfl.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 10/10/2023 11:11:51 AM
Tabitha Givens tgivens@nassaucountyfl.com Administrator Coordinanator Nassau County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 10/10/2023 11:11:52 AM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/3/2023 4:03:22 PM
Envelope Updated	Security Checked	10/4/2023 9:22:46 AM
Envelope Updated	Security Checked	10/4/2023 9:22:46 AM
Envelope Updated	Security Checked	10/4/2023 9:22:46 AM
Envelope Updated	Security Checked	10/4/2023 9:22:46 AM
Envelope Updated	Security Checked	10/4/2023 9:22:46 AM
Envelope Updated	Security Checked	10/4/2023 9:22:46 AM
Envelope Updated	Security Checked	10/4/2023 9:22:46 AM
Envelope Updated	Security Checked	10/4/2023 9:22:46 AM
Envelope Updated	Security Checked	10/4/2023 9:22:46 AM
Envelope Updated	Security Checked	10/4/2023 12:05:15 PM
Envelope Updated	Security Checked	10/6/2023 4:36:18 PM
Envelope Updated	Security Checked	10/6/2023 4:41:49 PM
Envelope Updated	Security Checked	10/6/2023 4:41:49 PM
Envelope Updated	Security Checked	10/9/2023 7:39:53 AM
Envelope Updated	Security Checked	10/9/2023 7:39:53 AM
Envelope Updated	Security Checked	10/9/2023 7:39:53 AM
Certified Delivered	Security Checked	10/10/2023 11:11:36 AM
Signing Complete	Security Checked	10/10/2023 11:11:42 AM
Completed	Security Checked	10/10/2023 11:11:52 AM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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