

# BOCC CONTRACT APPROVAL FORM

CONTRACT TRACKING NO. CM3501

**SECTION 1 - GENERAL INFORMATION**  
 Requesting Department: Capital Projects Contact Person: Tabitha Givens  
 Telephone: (904) 530-6372 Email: tgivens@nassaucountyfl.com

**SECTION 2 - VENDOR INFORMATION**  
 Name: Pond & Company Corporation  
 Address: 1200 Riverplace Blvd, Suite 600  
 City: Jacksonville State: FL Zip Code: 32207  
 Vendor's Administrator Name: Tabatha Carlton Title: Contract Manager  
 Telephone: (904) 396-3556 Email: cartont@pondco.com

**SECTION 3 - VENDOR AUTHORIZED SIGNATORY**  
 Authorized Signatory Name: Robert Williams  
 Authorized Signatory Email: WilliamsB@pondco.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 Architectural and Engineering 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: AMC 10/19/2023

**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>10/2/2023</u>  |           |            |
|    | Department Head/Contract Manager | Date              | <u>JP</u> | 10/3/2023  |
| 2. | <u>Chris Lacambra</u>            | <u>10/3/2023</u>  |           |            |
|    | Office of Mgmt & Budget          | Date              |           |            |
| 3. | <u>Nassau Nelson</u>             | <u>10/23/2023</u> |           |            |
|    | Procurement                      | Date              |           |            |
| 4. | <u>Denise C. May</u>             | <u>10/23/2023</u> | <u>DJ</u> | 10/23/2023 |
|    | County Attorney                  | Date              |           |            |

**COUNTY MANAGER - FINAL SIGNATURE APPROVAL**

Taco E. Pope, AICP 10/23/2023  
 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 **Pond & Company Corporation** located at 1200 Riverplace Blvd, Suite 600, Jacksonville, Florida 32207, hereinafter referred to as the “Consultant”.

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

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

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

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

**SECTION 1. Recitals.**

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

Initials 

Initials 

**SECTION 2. Exhibits.**

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

**Exhibit A** SCOPE OF SERVICES;

**Exhibit B** NEGOTIATED FEE SCHEDULE;

**Exhibit C** COUNTY’S REQUEST FOR QUALIFICATIONS NC23-009-RFQ (“RFQ”), AS MODIFIED BY ADDENDA;

**Exhibit D** VENDOR’S RESPONSE DATED JANUARY 25, 2023, BUT ONLY TO THE EXTENT RESPONSIVE TO THE RFQ;

**Exhibit E** INSURANCE REQUIREMENTS; AND

**Exhibit F** FEDERAL PROVISIONS.

**SECTION 3. Employment of the Consultant.**

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

**SECTION 4. Scope of Services.**

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

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

Initials 

Initials 

work. The Consultant shall commence the work in accordance with the issuance of a written Notice to Proceed issued by the County.

**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.

Initials 


Initials 


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-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, the Capital Projects Management Director and to [invoices@nassaucountyfl.com](mailto: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.

Initials 

Initials 

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.

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.

Initials 

Initials 

**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.**


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.

Initials 

Initials 

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 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;

Initials 

Initials 



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 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

Initials 

Initials 

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.

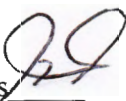
18.2 Upon termination of this Contract, the Consultant shall immediately (1) stop work on the date specified; (2) terminate and settle all orders and subcontracts relating to the performance of the terminated work; (3) transfer all work in process, completed work, and other materials related to the terminated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

Initials 

Initials 

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 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

Initials 

Initials 

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 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

Initials 

Initials 

to and by the Consultant for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Contract quantity; or (3) terminate the Contract in whole or in part.

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


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.

Initials 

Initials 

**SECTION 26. Indemnification.**

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

Initials 

Initials 

**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 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

Initials 

Initials 

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.


**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,**


Initials 


Initials 



**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:

- 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

Initials 

Initials 

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 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

Initials 

Initials 

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.**

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,

Initials 

Initials 

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 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: Pond & Company Corporation  
Attn: Contract Manager

Initials 

Initials 

1200 Riverplace Blvd,  
Suite 600  
Jacksonville, Florida 32207

**SECTION 36. Attorney’s Fees.**

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

**SECTION 37. Authority to Bind.**

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

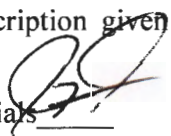
**SECTION 38. Conflicting Terms, Representations and No Waiver of Covenants or Conditions.**

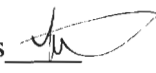
38.1 In the event of any conflict between the terms of this Contract and the terms of any exhibits, the terms of this Contract shall prevail.

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

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

38.4 The Consultant warrants that any goods provided by the Consultant under this Contract shall be merchantable. All goods provided shall be of good quality within the description given by the County, shall be fit for their ordinary purpose, shall be adequately

Initials 

Initials 

contained and packaged with the description given by the County, shall conform to the agreed upon specifications, and shall conform to the affirmations of facts made by the Consultant or on the container or label.

**SECTION 39. Construction of Contract.**

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

**SECTION 40. Headings.**

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

Initials 

Initials 

Contract. If the parties are unable to reach an agreement concerning the modification of this Contract within fifteen (15) days after the date of the notice seeking renegotiation, then either party may terminate this Contract by written notice to the other party. In such event, Consultant shall be paid its compensation for services performed prior to the termination date.

[The remainder of this page left intentionally blank.]

Initials


Handwritten initials in black ink, appearing to be 'BB' or similar, written over a horizontal line.

Initials

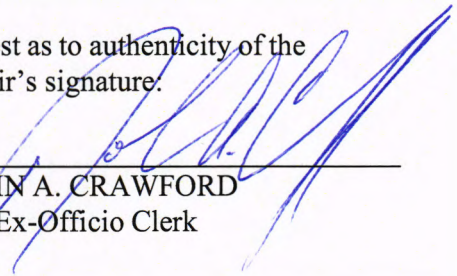
Handwritten initials in black ink, appearing to be 'JL' or similar, written over a horizontal line.

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

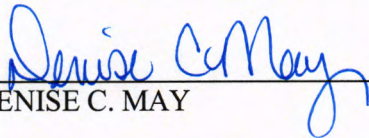
**BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA**

  
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

**POND & COMPANY CORPORATION**

  
\_\_\_\_\_  
By: Robert Williams  
Its: Chief Executive Officer / President  
Date: 10/23/2023

  
Initials \_\_\_\_\_

Initials 



## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

#### **2.1 OVERVIEW**

The County intends to engage one or more qualified professional companies/firms to provide Professional Architectural and Engineering Services in Nassau County, Florida, on a continuing basis. Task assignments will be determined annually along with the associated budget. Professional services under this agreement/contract will be restricted to those required for any individual project for which construction costs will not exceed \$4 million and for any study activity for which fees will not exceed \$500,000.00. Work will be authorized on a project-by-project basis and may include but not be limited to any or all of the services listed in Section 2.1.1.

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

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

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

#### **2.2 Term of Agreement/Contract**

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

##### **Option to Renew for Two Additional Three (3) Year Term.**

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

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

It is the Consultant's responsibility to request any rate adjustment under this provision. For any adjustment to commence on the first day of any exercised option period, the Consultant's request for adjustment should be submitted 90 calendar days prior to expiration of the then current contract term. The Consultant's adjustment request should not be in excess of the relevant pricing index change, unless approved by County. If no

adjustment request is received from the Consultant, the County will assume that the Consultant has agreed that the optional term may be exercised without rate adjustment. Any adjustment request received after the commencement of a new option period may not be considered.

**2.3 Additional Information:**

Consultants shall provide all necessary labor, materials, equipment, reports and expertise required to provide the Services.

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

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

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

The Consultant is not guaranteed any work by the County. Tasks and deliverables will be determined on a per project basis.

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

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

**POND STAFF RATES BY STAFF CLASSIFICATION**

Continuing Contract for A/E Services - Nassau County



July 10, 2023

Staff Classification	Loaded Hourly Rate
Principal-in-Charge	\$306.36
Senior Project Manager / Chief Engineer	\$257.00
Deputy Project Manager / Transportation Engineer III	\$162.86
Senior Structural Engineer	\$226.78
Structural Engineer	\$118.87
Senior Transportation Engineer	\$230.00
Transportation Engineer	\$126.28
Senior Civil Engineer	\$222.00
Civil Engineer	\$131.22
Mechanical/Electrical Engineer	\$155.00
Senior Mechanical/Electrical Engineer	\$230.00
Architect	\$151.30
Senior Architect	\$224.63
Senior Environmental Scientist	\$160.00
Environmental Scientist	\$100.00
Senior Transportation Planner	\$185.64
Transportation Planner	\$131.22
Public Involvement	\$180.23
Secretary/ Clerical	\$105.05



**Exhibit"A"**  
**Effective February 27, 2023**

<b>Administrative/Office Support</b>	<b>Rate</b>
Administrative Support I	\$75.00
Administrative Support II	\$85.00
Senior Administrative Support	\$120.00
Senior Administrative Supervisor	\$145.00
Administrative Department Manager	\$215.00
Reproduction Support	\$95.00
Information Systems I	\$95.00
Information Systems II	\$155.00
<b>Geomatics / Survey &amp; Mapping</b>	
2-Person Survey Crew	\$170.00
3-Person Survey Crew	\$220.00
4-Person Survey Crew	\$260.00
Survey Technician I	\$105.00
Survey Technician II	\$115.00
Survey Technician III	\$120.00
Surveyor IV (PSM/PLS)	\$150.00
Surveyor V (PSM/PLS)	<b>\$180.00</b>
Surveyor VI (PSM/PLS)	\$220.00
Surveyor VII Chief	\$275.00
<b>LiDAR (Remote Sensing)</b>	
Mobile LiDAR Daily Rate (Equipment)	\$4,500.00
Unmanned Autonomous System UAS Operator	\$155.00
Unmanned Autonomous System UAS Technician	\$95.00
UAS LiDAR Daily Rate (Equipment)	\$1,500.00
<b>Ground Penetrating Radar (GPR) Services</b>	
GPR Technician	\$120.00
2-Person GPR/Concrete Imaging Crew	\$185.00
<b>Subsurface Utility Engineering (SUE)</b>	
1-Person Utility Designate	\$120.00
2-Person Utility Designate/Locate Crew	<b>\$185.00</b>
3-Person Vacuum Excavation SUE Crew	\$240.00
4-Person Vacuum Excavation SUE Crew	\$285.00
SUE Manager	\$180.00
Senior SUE Manager	\$220.00
Utility Locate Coordinator	\$150.00
Senior SUE Tech	\$120.00



**ENVIRONMENTAL AND GEOTECHNICAL SPECIALISTS, INC.**  
3676 HARTSFIELD ROAD - TALLAHASSEE, FL 32303

**Rates for EGS for Geotechnical services shall be in accordance with the contract rates to be established under Nassau County Request for Qualifications numbered NC23-016-RFQ for Professional Geotechnical and Materials Testing Services.**



## PROPOSED LOADED RATES

### A&E Services-Continuing RFQ NC23-009

Chief Designer	Hour	\$ 150.00
Chief Engineer 1	Hour	\$ 240.00
Engineer 1	Hour	\$ 126.00
Engineer 2	Hour	\$ 162.00
Engineering Intern	Hour	\$ 105.00
Engineering Technician	Hour	\$ 75.00
Secretary/Clerical	Hour	\$ 100.00
Senior Engineer 1	Hour	\$ 220.00
Senior Utility Coordinator	Hour	\$ 190.00
SUR Chief Surveyor	Hour	\$ 195.00
SUR Survey Project Manager 3	Hour	\$ 210.00
SUR Survey/GIS/SUE Analyst 1	Hour	\$ 80.00
SUR Survey/GIS/SUE Analyst 3	Hour	\$ 125.00
Utility Coordinator Home	Hour	\$ 120.00
3-Person Designating Crew	Day	\$ 1,820.00
3-Person Locating Crew	Day	\$ 1,820.00
3-Person Survey Crew	Day	\$ 1,775.00
4-Person Survey Crew	Day	\$ 2,235.00

*Element's surveyors shall only be used when agreed upon by the County.*

**Nassau County**  
**Peters and Yaffee Rate Table 2023**

---

**Rates for Peters and Yaffee for Roadway and Traffic Operation services shall be in accordance with the contract rates to be established under Nassau County Request for Qualifications numbered NC23-009-RFQ for Professional Architectural and Engineering Services.**



### Fee Quote

Nassau County; Continuing Contract for Professional Architectural and Engineering Services  
 Bid ID: NC23-009-RFQ  
 For: Pond and Company

May 17, 2023

Donna McQuade  
 1200 Riverplace Blvd.  
 Suite 600  
 Jacksonville, FL 32207

Thank you for the opportunity to submit this proposal to provide support on the Nassau County, Continuing Contract for Professional Architectural and Engineering Services project.

Job Classification (Allhabetic Order)	Personnel (Allhabetic Order)	Hourly Rate	Percent	Proposed	Proposed
			Employment	Hourly/Blended Raw Rate	Hourly/Blended Loaded Rate
			Used		
Community Outreach Specialist - Senior	Harrell, Karen	\$ 38.47	50%		
	She herd Sara	\$ 40.87	50%		
				\$ 39.67	\$ 119.16
Graphic Design / Multimedia	Conway, Dylan	\$ 35.58	30%		
	Rodriguez, Ivan	\$ 38.47	40%		
	Ward Chris	\$ 32.69	30%		
				\$ 35.87	\$ 107.74

Sincerely,

Diane Hackney  
 Assistant Vice President  
 813-239-7725  
 Diane.Hackney@QCAusa.com







**Corporate Office**

10250 Normandy Blvd., Suite 304  
Jacksonville, FL 32221

**Nassau County CEI Rates**

<b><u>Position</u></b>	<b><u>Loaded Rates</u></b>
Senior Project Engineer.....	\$240.00
Project Administrator.....	\$162.00
Contract Support Specialist.....	\$107.00
Senior Inspector.....	\$100.00
Roadway Inspector .....	\$76.00
Administrative Assistant.....	\$65.00

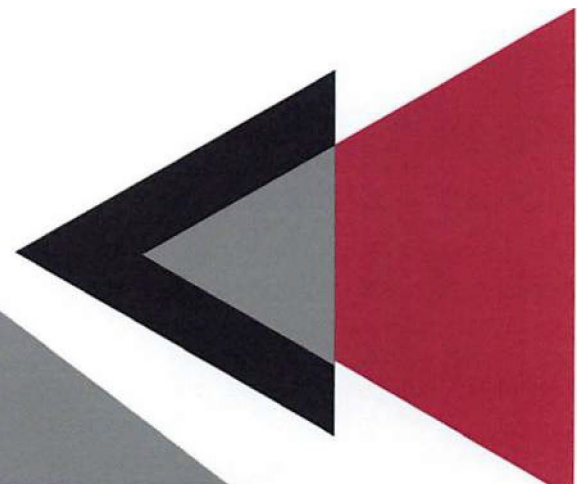
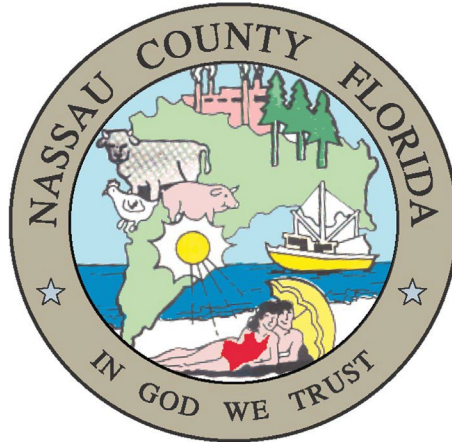


EXHIBIT "C"  
COUNTY'S REQUEST FOR QUALIFICATIONS NC23-009-RFQ

**NASSAU COUNTY  
FLORIDA**



**NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS**

**REQUEST FOR QUALIFICATIONS (RFQ)**

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

**RFQ NO. NC23-009-RFQ**

**PROPOSALS ARE DUE NOT LATER THAN**

**January 25, 2023 @ 10:00 A.M.**

## TABLE OF CONTENTS

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

### ATTACHMENTS

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

## **SECTION 1: GENERAL INFORMATION**

### **1.1 PURPOSE:**

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

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

### **2.1 OVERVIEW**

The County intends to engage one or more qualified professional companies/firms to provide Professional Architectural and Engineering Services in Nassau County, Florida, on a continuing basis. Task assignments will be determined annually along with the associated budget. Professional services under this agreement/contract will be restricted to those required for any individual project for which construction costs will not exceed \$4 million and for any study activity for which fees will not exceed \$500,000.00. Work will be authorized on a project-by-project basis and may include but not be limited to any or all of the services listed in Section 2.1.1.

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

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

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

### **2.2 Term of Agreement/Contract**

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

#### **Option to Renew for Two Additional Three (3) Year Term.**

Prior to, or upon completion, of that initial term, the County shall have the option to renew this contract for two additional one (1) year periods. Continuation of the contract beyond the initial period, and any option subsequently exercised, is in the sole discretion of the

County. The County will give the Contractor written notice of its intent whether to exercise the option no later than thirty (30) days before the end of the Contract's then-current term.

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

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

### **2.3 Additional Information:**

Consultants shall provide all necessary labor, materials, equipment, reports and expertise required to provide the Services.

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

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

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

The Consultant is not guaranteed any work by the County. Tasks and deliverables will be determined on a per project basis.

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

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

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

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

## SECTION 4: INSTRUCTIONS AND INFORMATION TO RESPONDENTS

### 4.1 SCHEDULE OF SELECTION PROCESS/KEY DATES:

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

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

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

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

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

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

It is the Respondent's responsibility to be sure all addenda were received. The Respondent should verify with the designated contact person prior to submitting a proposal

that all addenda have been received. Respondents are required to acknowledge the number of addenda received as part of their submission of the proposal. Respondents shall submit the Addendum Acknowledgment form attached hereto as Attachment "A".

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

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

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

#### **TAB 1 – Cover Letter**

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

#### **TAB 2 – Table of Contents**

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

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

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

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

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

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

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

**TAB 5 – References**

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

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

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

**TAB 6 – CURRENT WORKLOAD**

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

**TAB 7 – TECHNOLOGY**

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

**TAB 8 – HOURLY RATE SCHEDULE**

This solicitation is being issued in accordance Florida Statutes Chapter 287.055 "Consultants' Competitive Negotiation Act", and therefore price cannot and will not be a determining factor in the selection of the successful firm. The County will request hourly rates once the most qualified firm is selected. The County reserves the right to negotiate



hourly rates. **DO NOT SUBMIT HOURLY RATES OR ANY PRICING DETAIL WITH RFQ RESPONSE.**

### **TAB 9 – Attachments/Administrative Information**

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

- 4.8** It is expressly understood that the Board's preference/selection of any proposal does not constitute an award of a Contract with the County. It is further expressly understood that no Contractual relationship exists with the County until a Contract has been formally executed by both the County, and the selected Firm. It is further understood, no Firm may seek or claim any award and/or reimbursement from the County for any expenses, costs, and/or fees (including attorneys' fees) borne by any Proposer, during the entire RFQ process. Such expenses, costs, and/or fees (including attorneys' fees) are the sole responsibility of the Proposer.
- 4.9** **Public Entities Crimes**. A person or affiliate who has been placed on the convicted Vendors list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contactor, supplier, subcontractor, or Proposer under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted Vendor list. By signature on this solicitation and confirmation on the attached form, proposer certifies that they are qualified to do business with Nassau County in accordance with Florida Statutes.
- 4.10** The Firm, by submission of their proposal, warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Proposer to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Proposer any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of this provision, the County shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

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

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

- 5.3** **Evaluation Criteria.** A 100-point formula scoring system will be utilized based upon the following criteria:

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

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

## **SECTION 6. CONTRACT PROCEDURES**

- 6.1** **Presentation to the Board:** The Procurement Director shall submit an agenda item for presentation to the Nassau County Board of County Commissioners requesting consideration and approval to award based on the recommendation of the evaluation committee according to the overall ranking and authorization to negotiate a contract with the top-ranked firms.
- 6.2** **Competitive Negotiations:** Approval of the recommendation to award by the Nassau County Board of County Commissioners will constitute authorization to negotiate with the top-ranked firm. The proposal package, signed by the successful proposer, along with documentation included in the proposal as required by this RFQ and other additional materials submitted by the proposer, and accepted by the County, shall be the basis for negotiation of a contract. Nassau County shall negotiate a contract with the top ranked firms for professional services at compensation which Nassau County determines is fair, competitive, and reasonable. The firm receiving the award shall be required to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. During contract negotiations, the County will negotiate fee schedules with the goal of establishing standardized rates. The Board of County Commissioners will have final approval of the terms negotiated.

- 6.3 Unable to Negotiate:** Should Nassau County be unable to negotiate a satisfactory contract with the top ranked firm, negotiations with that firm must be formally terminated. The County shall then undertake negotiations with the second ranked firm. Failing accord with the second ranked firm, the agency must terminate negotiations. The County shall then undertake negotiations with the third ranked firm. Should the County be unable to negotiate a satisfactory contract with any of the selected firms, the County shall select additional firms in the order of their competence and qualification and continue negotiations in accordance with this paragraph until an agreement is reached, or the County reserves the right to terminate all negotiations and reissue a new Request for Qualifications.

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

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

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

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

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

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

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

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

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

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

Remarks: \_\_\_\_\_

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

\_\_\_\_\_  
Typed Name and Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Email Address

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

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

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

[Remainder of the page intentionally blank.]

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

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

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

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

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

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

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

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

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

TO BE RETURNED WITH BID

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

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



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

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

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

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

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

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



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

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

NC23-009-RFQ  
Dist. No. 1 Fernandina Beach  
Dist. No. 2 Amelia Island  
Dist. No. 3 Yulee  
Dist. No. 4 Bryceville/Hilliard  
Dist. No. 5 Callahan/West Yulee

JOHN A. CRAWFORD  
Ex-Officio Clerk

DENISE MAY  
County Attorney

TACO E. POPE, AICP  
County Manager

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

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

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

**DEFINITIONS:**

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

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

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

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

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

**(904) 530-6100**

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

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

#### **CONTRACT TERMINATION:**

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

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

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

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

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

\_\_\_\_\_  
Print Name: \_\_\_\_\_

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

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

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

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

\_\_\_\_\_  
Printed Name

My Commission Expires: \_\_\_\_\_

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

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

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

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

\_\_\_\_\_  
Print Name: \_\_\_\_\_

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

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

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

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

\_\_\_\_\_  
Printed Name

My Commission Expires: \_\_\_\_\_

**ATTACHMENT “F”**  
**GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS**

**COMMERCIAL GENERAL LIABILITY INSURANCE**

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

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

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

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

**PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



provision requiring such compliance in its lower tier covered transactions and subcontracts, which shall read as follows:

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

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

11. **Right to Inventions Under Federal Grants:** If applicable, CONSULTANT shall comply with the requirements of 37 C.F.R. part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
12. **E-Verify:** Enrollment and verification requirements:
- a. If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall:
    - i. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award;
    - ii. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,
    - iii. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee’s assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.).
  - b. If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of:
    - i. All new employees:
      1. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
      - ii. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
      - iii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.).
  - c. If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State of local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to

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

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

(HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Contractors.

13. **Subcontracts:** The Contractor shall include the requirements of this clause, including this paragraph, appropriately modified for identification of the parties in each subcontract that:

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

**FEDERAL NON-DISCRIMINATION PROVISIONS**

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

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

9. EO 13166 (August 11, 2000), “Improving Access to Services for Persons With Limited English Proficiency”
10. Pilot Program for Enhancement of Employee Whistleblower Protections. The National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. No. 112-239, enacted January 2, 2013 and codified at 41 U.S.C. § 4712)

### **ENVIRONMENTAL COMPLIANCE**

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

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

16. The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.)
17. Executive Order 12898 (“Environmental Justice in Minority Populations and Low-Income Populations”)
18. Rivers and Harbors Act (33 U.S.C. § 407)
19. Marine Protection, Research and Sanctuaries Act (Pub. L. 92-532, as amended), National Marine Sanctuaries Act (16 U.S.C. § 1431 et seq.), and Executive Order 13089 (“Coral Reef Protection”)
20. Farmland Protection Policy Act (7 U.S.C. 4201 et seq.)
21. Fish and Wildlife Coordination Act (16 U.S.C. 661 et seq.)
22. Pursuant to 2 CFR §200.322, CONSULTANT must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

[Remainder of the page intentionally blank.]

**ATTACHMENT "H"  
EXPERIENCE OF BIDDER**

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

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

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

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

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

**5. WORK EXPERIENCE:**

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

Reference #1:

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

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

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

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

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

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

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

Reference #2:

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

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

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

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

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

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

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

Reference #3:

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

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

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

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

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

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

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

**REMINDER:**

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



ATTACHMENT "I"

**CONTRACT FOR PROFESSIONAL SERVICES FOR NASSAU COUNTY, FLORIDA**

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

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

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

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

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

**ARTICLE 1 - EMPLOYMENT OF CONSULTANT**

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

## **ARTICLE 2 - SCOPE OF SERVICES**

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

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

## **ARTICLE 3 - COUNTY'S RESPONSIBILITY**

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

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

## ARTICLE 4 - TERM OF CONTRACT

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

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

## ARTICLE 5 - COMPENSATION

**5.1** Consultant shall be compensated \_\_\_\_\_, in accordance with Exhibit "A".

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

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

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

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

## **ARTICLE 6 – EXPENSES**

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

## **ARTICLE 7 - STANDARD OF CARE**

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

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

## **ARTICLE 8 - DOCUMENTS**

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

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

## **ARTICLE 9 - EQUAL OPPORTUNITY EMPLOYMENT**

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

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

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

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

#### **ARTICLE 11 - INDEMNIFICATION**

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

#### **ARTICLE 12 - INDEPENDENT CONSULTANT**

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

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

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

## **ARTICLE 13 – EXTENT OF CONTRACT**

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

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

#### **ARTICLE 14 - COMPLIANCE WITH LAWS**

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

#### **ARTICLE 15 - INSURANCE**

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

#### **ARTICLE 16 – ACCESS TO PREMISES**

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

#### **ARTICLE 17 - TERMINATION OF CONTRACT**

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



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

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

#### **ARTICLE 18 - NONDISCLOSURE OF PROPRIETARY INFORMATION**

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

#### **ARTICLE 19 – UNCONTROLLABLE FORCES**

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

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

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

**19.3** In the event of delay from the foregoing causes, the party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the party's performance obligation under this Contract. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Contract to either party. In the case of any delay Consultant believes is excusable under this paragraph, Consultant shall notify County in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Consultant could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Consultant first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE CONSULTANT'S

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

#### **ARTICLE 20 - GOVERNING LAW AND VENUE**

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

#### **ARTICLE 21 - MISCELLANEOUS**

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 22 – EMPLOYMENT ELIGIBILITY**

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

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

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

#### **ARTICLE 23 - SUCCESSORS AND ASSIGNS**

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

#### **ARTICLE 24 - CONTINGENT FEES**

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

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

#### **ARTICLE 25 - OWNERSHIP OF DOCUMENTS**

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

#### **ARTICLE 26 - FUNDING**

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

#### **ARTICLE 27 - NOTICE**

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

#### **COUNTY:**

Department Head

Address

Telephone Number

Email Address



**CONSULTANT:**

Point of Contact  
Company Name  
Address  
Telephone Number  
Email Address

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

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

**ARTICLE 28 - DISPUTE RESOLUTION**

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

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

## **ARTICLE 29 – ASSIGNMENT & SUBCONTRACTING**

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

The Vendor agrees to make payments to any of its subcontractors within seven (7) working days after receipt of full or partial payments from the County in accordance with F.S. 287.0585, unless otherwise stated in the contract between the Vendor and subcontractor. The Vendor's failure to pay its subcontractor(s) within seven (7) working

days will result in a penalty charged against the Vendor and paid to the subcontractor in the amount of one-half of one percent (0.50%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to the actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

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

**NASSAU COUNTY, FLORIDA**

[Redacted Signature]

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

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

Approved as to form and legality by the Nassau County Attorney

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

**COMPANY'S NAME**

[Redacted]

[Redacted]

By: [Redacted]

Its: [Redacted]

Date: [Redacted]

DRAFT



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

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

TO: All Proposers  
FROM: Thomas O'Brien, Procurement Specialist  
SUBJECT: Addendum #1  
Request for Qualifications Number NC23-009  
Continuing Contract for Professional Architectural and Engineering Services  
DATE: 12/19/22

---

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

**Questions & Answers:**

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

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

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

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

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

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

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

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

Request for Qualifications

NC23-009-RFQ

Addendum 1

Continuing Contract for Professional Architectural and Engineering Services

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

Answer: Nassau County would be open to either or.



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

**Vendor/Company Name** \_\_\_\_\_

**Vendor Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**End of Addendum #1**



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

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

TO: All Proposers  
FROM: Thomas O'Brien, Procurement Specialist  
SUBJECT: Addendum #2  
Request for Qualifications Number NC23-009  
Continuing Contract for Professional Architectural and Engineering Services  
DATE: January 9, 2023

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

**Questions & Answers:**

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

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

2. Are any forms required from subconsultants?

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

3. Are any certificates or licenses required from subconsultants?

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

4. Do resumes count towards the page limit?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

---

---



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

**Attachments: Revised Attachment "H"**

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

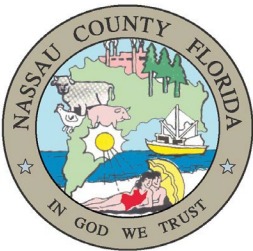
**Vendor/Company Name** \_\_\_\_\_

**Vendor Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**End of Addendum #2**



# STATEMENT OF QUALIFICATIONS FOR CONTINUING CONTRACT FOR PROFESSIONAL ARCHITECTURAL & ENGINEERING SERVICES



Nassau County, Florida  
RFQ No. NC23-009-RFQ  
01.25.23



# 1. Cover Letter



1200 Riverplace Blvd, Suite 600 T: 904.396.3556  
Jacksonville, Florida 32207 www.pondco.com

January 25, 2023

Nassau County Board of County Commissioners  
Robert M. Foster Justice Center  
96135 Nassau PI  
Yulee, Florida 32097

RE: Statement of Qualifications, Continuing Contract for Professional Architectural and Engineering Services, RFQ NO. NC23-009-RFQ

Dear Evaluation Committee:

As we emerge from the extraordinary circumstances faced over the past few years, we understand that the County will be facing challenges with resources from a staffing perspective and budgetary concerns. Pond is available to assist Nassau County in “bridging the gap” by acting as an extension of your staff, by maximizing budgets on projects through innovative and cost savings ideas, and through thoughtful and concise project execution.

We bring to Nassau County the following:

**Robust Continuing Contract Capabilities.** With over 55 years of experience, Pond has a successful track record of completing over 200+ Continuing/On-Call Contracts. Our Transportation and Community Development group alone holds 25 different on-call contracts from a variety of clients, including cities, counties, departments of transportation (DOTs), parks departments, and schools. Over our history, we have developed scalable approaches to design that allow us to be nimble enough to service projects of all sizes. No project is too large, too small, or too challenging.

**A Team Customized for Nassau County’s Contract.** Our collective team knows you – and each other. For this contract, we have partnered with team members who share a successful history with the County and with whom we have a long-standing portfolio of projects. Together, our team can meet and exceed if necessary the services set forth in the RFQ, Attachment A.

**Local Expertise.** Pond has the right combination of local knowledge, understanding of regional initiatives, a broad understanding of Architecture and Engineering services, and a long-standing commitment to providing value to ensure that the on-call services provided are an indispensable asset to the Nassau County decision makers for years to come.

As a design firm with an established history in Florida, we are prequalified by the Florida Department of Transportation in the work types needed to provide the services outlined in section 2.1.1 of the RFP. We have included our prequalification letter in Tab 9, *Attachments/Administrative Information*, of this submittal along with letters for each of our subconsultants.

Albert Einstein once said, “Strive not to be a success, but rather to be of value.” Pond’s goal is to provide Nassau County the “value” they need at this time in their engineering program and success will follow.

If you have any questions or require further information, please do not hesitate to contact me, Tabatha Carlton, PE, Contract Manager and Primary Point of Contact:

Tabatha Carlton, PE, Contract Manager  
1200 Riverplace Blvd, Suite 600 | Jacksonville, Florida 32207  
Phone: 904.396.3556 | Email: CarltonT@pondco.com

Sincerely,  
Pond

Tabatha Carlton, PE  
Contract Manager & Primary Point of Contact  
CarltonT@pondco.com

Stephen G. Harrill, AIA  
Principal-in-Charge | V.P. of Architecture  
HarrillS@pondco.com

Architects  
Engineers  
Planners  
Constructors

## 2. Table of Contents



Table of

# **CONTENTS**

Tab 1 // Cover Letter

Tab 2 // Table of Contents

Tab 3 // Team Organization, Experience and Qualifications

Tab 4 // Project Understanding, Approach, and Schedule

Tab 5 // References

Tab 6 // Current Workload

Tab 7 // Technology

Tab 8 // Hourly Rate Schedule

Tab 9 // Attachments/Administrative Information

### 3. Team Organization, Experience and Qualifications



## Team Organization, Experience and Qualifications

**600+**

Number of Full-Time Employees

**Private**

Structure

**58**

Years in Business



### Organization, Structure, & Philosophy

Pond is a full-service, engineering, planning, architecture, and construction firm providing services to local, state, and federal agencies. Pond is able to bring together the mixture of skills that are necessary and unique, to make each project successful. As a result, Pond has a history of producing award-winning, projects to serve our clients' needs.

Each year, Pond executes over \$16M in fees through continuing contracts. For decades, Pond has been perfecting its approach to these types of contracts, ensuring client needs and project vision are at the forefront of every engagement. Pond has held these contracts with various county and city governments, state and federal agencies, and other public entities. Our track record for repeat client engagement is a testament to our ability to provide value no matter the project size or challenge. In fact, more than 80% of our business comes from repeat clients.

This extensive experience will ensure that the County receives the level of technical expertise and responsiveness expected for this contract. Because of the large number of projects that our team members have been involved with, we offer the capability to draw upon a broad range of experience to meet your unique needs.

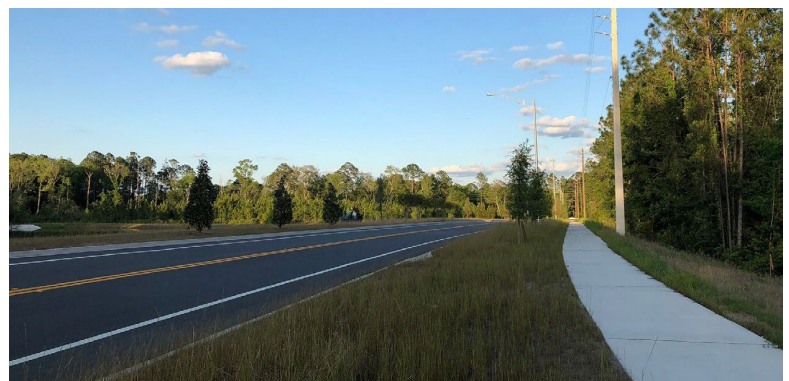
### Firm Background & Years of Experience

Pond was originally founded in 1965 as Armour & Associates, and with the addition of two partners, built a solid reputation as Armour, Cape & Pond. In 1998, the firm changed its name to Pond & Company as a reflection of the exponential growth of services and people since the company's inception.

Pond opened our Jacksonville office in 2006 and over the past 16 years has served cities, counties, as well as state and federal agencies on projects throughout Florida. In 2015, Pond opened our Tampa office, which further expanded our transportation and traffic engineering capabilities in the state. In early 2017, Pond acquired the Jacksonville-based firm, Landmark Engineering Inc., that provided additional local expertise and a wealth of knowledge in bridge and roadway engineering, with a strong focus on North Florida projects.

### Number of Employees

Nationwide, Pond's staff of 600+ professionals among 20 offices provides a deep bench of experience and ability to offer personalized solutions to help clients manage projects from concept to completion – and everything in between. We offer over 35 professional staff in Florida to provide responsive full-service capabilities to Nassau County.







## Firm's Applicable Project Experience

Our team brings together technical skills that make each project successful and the design acumen to make each project unique. Our transportation design group consists of highly-trained, experienced and responsive professionals who have built an outstanding reputation for excellence in quality and client satisfaction. Below is a listing of several projects with similar technical design elements completed by the Pond Team. Additional relevant projects performed by our team members are provided in the individual staff resumes located at the end of this section.

### Pond's Recent Project Examples

	Roadway & Drainage Design	Bridge / Structural Design	Sidewalk / Multi-Use Trails	Pavement, SAPM, & MDT	Signalization / Lighting	Traffic / Planning Services	PD&E / Environmental	New Construction	Additions/ Renovations	Reroofing	Window Replacements	Building Assess/ Inspections	
CR 108, Resurfacing and Safety Project, FDOT LAP & Nassau County	■			■	■		■	(Applicable to Architectural projects only)					
Wildlight Avenue Extension, Nassau County Schools	■		■	■									
SR 189 RRR & Carmel Dr / Clifford St Intersection Improvements, FDOT District 3	■	■	■	■	■	■							
San Pablo Widening, Jacksonville Transportation Authority	■	■	■	■	■	■	■						
SR 292 at SR 727 & SR 295 at CR 298A Intersection Improvements	■	■	■	■	■	■	■						
Blackrock Rd Intersection Improvements, FDOT District 2	■	■		■	■	■							
SR 111 (Cassat Avenue) at SR 128 (San Juan Avenue) Signal Upgrade, FDOT District 2	■	■	■	■	■								
8th Street Corridor Improvements, Jacksonville Transportation Authority	■		■	■	■	■							
SR 5 (US 1), Sidewalks & Lighting, FDOT District 2	■	■	■	■	■		■						
Avenida Menendez at Marina Mid-block Crossing, City of St. Augustine	■	■	■	■	■								
SR 111 Resurfacing, FDOT District 2	■	■	■	■	■	■							
SR 289 Bridge Replacement, FDOT District 3	■	■	■	■	■		■						
Emerald Trail – Model Mile, City of Jacksonville	■	■	■	■	■	■	■						
Moncrief-Dinmore Bridge over Nine Mile Creek	■	■		■			■						
University and Merrill Roundabout - Jacksonville Transportation Authority	■		■	■	■	■							
Duval Cty Public Schools, Continuing Service Contract	(Applicable to Transportation projects only)								■	■	■		
St. Johns County, Continuing Service Contract								■	■				■
FLDOH, Continuing Service Contract									■				■
City of Palm Coast, Continuing Service Contract								■	■	■			■
New Smyrna Beach Utilities, Continuing Service Contract									■	■			■
St. Johns County School District, Continuing Service Contract									■		■		



## CR108 Safety Improvements & Resurfacing

FDOT LAP & Nassau County, FL



Existing Conditions

### Project Description:

This project consists of design of resurfacing and safety improvements on 7 miles in Nassau County on CR 108 from CR 115 (Bay Road) to CR 121A (Middle Road). Project tasks included: pavement marking and signage improvements, superelevation and cross slope correction, widening and shoulder reconstruction, milling and overlay of roadway surface, RRFB installation at two mid-block crossings to enhance pedestrian safety, and the design and analysis of needed intersection improvements. Due to heavy truck traffic there was significant rutting within the corridor. We used a 3D surface to accurately determine rut depths to provide the county with a cost efficient pavement design for correction.

## SR 189/Beal Parkway Resurfacing & Intersection Improvements, FDOT District 3

FDOT District 3 | Fort Walton Beach, FL



### Project Description:

This project consisted of resurfacing and intersection improvements on SR 189 in Fort Walton Beach, Florida. The milling and resurfacing project included 1 mile of a 4-lane divided urban arterial and pedestrian upgrades, including installation of nearly 1 mile of new sidewalk to fill in gaps and meet ADA requirements. Project constraints included limited Right-of-Way and extensive utility conflicts.

Additionally, the intersection of SR 189 and Carmel St/Clifford St was improved as part of this project. Pond provided the design for extending the turn lanes on SR 189 and formalizing a left turn lane on Clifford St. The drainage design included replacing inlets and pipe due to turn lane widening. The original scope included R/W acquisition but Pond was able to develop an alternate design to widen to the median and eliminate the need for additional R/W and reduce the project schedule and cost. This project included roadway design, signing and pavement marking plans, signal design, temporary, traffic control plans, utility relocations, and drainage design.



**SR 5 Sidewalks & Drainage,  
FDOT District 2  
St. Johns County FL**



**Project Description:**

This project will add sidewalk and lighting along both sides of SR 5/US 1 from south of Bella Vista Boulevard to Big Oak Road in St. Johns County. Pond led the design effort on this project. Challenging issues included limited R/W, drainage impacts, utility impacts, and archeological concerns. Pond utilized 3D design to accurately show our fill limits which allowed us to minimize wetland and R/W impacts. The drainage impacts consisted of piping 1000 LF of ditches, utilizing ICPR to ensure the required capacity was maintained in all ditch sections, and resetting several storm drain systems to provide the necessary HGL clearances for the system operate probably and be self-cleaning.

**Sawgrass Association Continuing Services  
Ponte Vedra Beach FL**

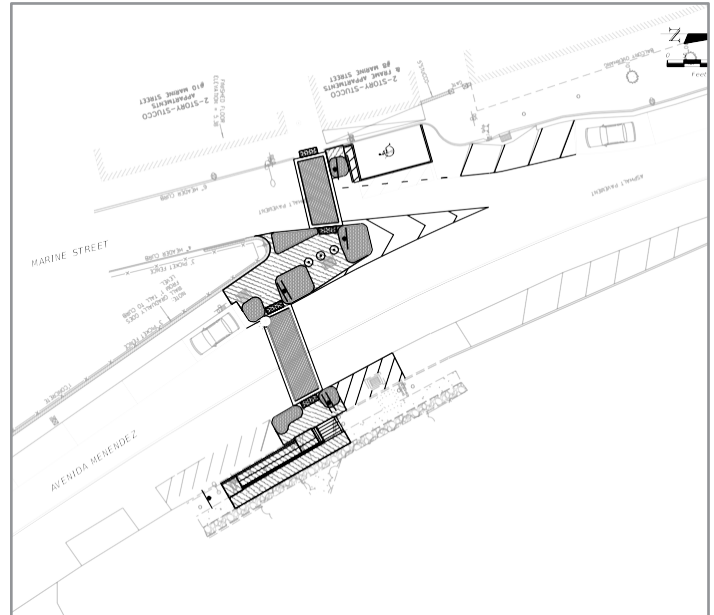


**Project Description:**

Pond is providing Continuing Engineering Services to Sawgrass Association, Inc. (the homeowners association (HOA) to assess the existing conditions of their neighborhood roadways and bridges that do not fall within City or County maintenance. We performed Visual Inspection of three bridges in the Sawgrass Community and prepared Inspection Reports. We then, in coordination with property management and the HOA board, converted the inspection reports into construction contract documents, defining the scope, specifications, and quantities of repair work to be performed by a contractor. We are currently working on an Engineer's Opinion of Probable Replacement Cost for the three bridges inspected so that the HOA can plan and budget for this costly need. We also provided a Pavement Condition Assessment for roads maintained by the Sawgrass Community outlining the different type of pavement cracking and deterioration as well as assigning priorities for needed repairs and resurfacing.

## City of St. Augustine Continuing Contract

St. Augustine, Florida



### Project Description:

Pond has a Continuing Service contract with the City of St. Augustine for roadway, traffic, and transportation engineering. As part of this contract, we have worked on several traffic safety studies and a mid-block crossing.

**Mid-block Crossing on Avenida Menendez at Marina Street serving the St. Augustine Municipal Marina.** The main purpose of the project is to enhance pedestrian access. Pond was tasked with developing a concept for this three-legged intersection and then preparing final design plans for construction. Unique elements of this design included incorporating the City of St. Augustine's Architectural guidelines for pavers and handrail coatings into the design, replacing steps with a pedestrian ramp, and providing a pedestrian detour during construction.

**North Davis Shores Neighborhood Study:** Pond worked with the historic North Davis Shores community to identify potential solutions to speeding, cut-through traffic, and overflow parking concerns due to the impact of the nearby Bridge of Lions and commercial corridor along A1A. Several solutions ranging from small tactical modifications to larger infrastructure investments were proposed to provide an appropriate range of potential solutions to the neighborhood.

**Triangle Feasibility Study:** The City of St. Augustine charged Pond with the review of a piece of property and prepare a report show the feasibility of a new fire station located on the site. The City was also looking for Pond to review if the site could house not only the fire station but two different types of buildings on the property as well. Pond met with FDOT to review the need for a new traffic signal and provided several options and renderings of the new fire station building.

**West Castillo Drive at Cordova Street: Traffic Analysis and Concept Design.** This project included a signal warrant analysis at the intersection of W Castillo Drive at Cordova Street. The work performed included determining the impacts of the COVID-19 pandemic on traffic volumes at the study intersection, signal warrant analysis, and preparing a concept design and cost estimate for the installation of a traffic signal at the study intersection. Traffic volume data was analyzed to determine if MUTCD warrants were met. A traffic engineering report was prepared documenting this analysis. In addition, Pond prepared a concept design and cost estimate for the proposed traffic signal installation and will be moving forward with full design in the near future as well as the evaluation of a smart parking system for the Cordova Parking Garage.



## City of Jacksonville Contracts

Jacksonville, Florida

Pond's Jacksonville design team completed a series of projects for the City of Jacksonville both under a continuing City-Wide Design Build Contract and as stand alone projects. The projects included the following:

### Emerald Trail – LaVilla Link

Pond is currently designing the first mile of a 30-mile trail network that will connect 14 historic neighborhoods to the downtown area and the North and Southbank riverwalks in Jacksonville, Florida. The trail will provide connectivity throughout Downtown Jacksonville and includes the trail, linear parks, festival spaces, pocket parks, gateways into the distinct neighborhoods, and plazas. Pond is working closely with the City of Jacksonville and Groundwork Jacksonville, a non-profit organization dedicated to revitalizing the downtown area, to complete this effort. The Emerald Trail was the original vision of Henry Klutho 100 years ago. Pond is designing the first mile of the trail on an accelerated schedule and the entire trail network is to be completed within a ten year timeframe. Pond was originally contracted to complete the first segment and is negotiating the next two segments under an on-call contract.

Performance Period: 2020 - Current

Design Budget: \$560K

### Moncrief-Dinsmore Bridge Over Nine Mile Creek

This project involves the replacement of an existing timber bridge on Moncrief-Dinsmore Road over Nine Mile Creek (Bridge number 724179). The proposed 46-foot replacement structure will be built on a parallel offset alignment. The triple 12x7 bridge culvert will have two 10 ft. lanes with 5 ft. shoulders. Additional tasks include roadway design, structural design, drainage design including stormwater treatment ponds, and maintenance of traffic.

Performance Period: 2018 - 2019 | Design Budget: \$150K

### Cedar Point Emergency Bridge Repairs

This project involved emergency repairs to this 44 ft long bridge on Cedar Point Road over Edgey Branch in Duval County. The existing substandard barrier was damaged due to an accident and was replaced using a curb-mounted Thrie Beam retrofit on both sides of the bridge, with end treatments. Tasks included analysis of the existing structure for the railing load and connection, design/detailing of a custom railing system, new signing, design of the roadway approaches, and sand-cement rip rap slope protection at each end of the bridge.

Performance Period: 2015

Construction Cost: \$300K

Design Budget: \$105K



### Infrastructure Design Build Continuing Services

Pond Staff is providing structural design services for Miscellaneous Infrastructure Design Build contract including work orders such as replacements of the Moncrief Road Bridge over Nine Mile Creek and Old Kings Road Bridge over Little Trout River; and structural repair and approach slab replacement at San Pablo Road over South Open Creek and North Open Creek. The San Pablo project included adjustment of settled and/or undermined approach slabs; replacement of cracked approach slab; cleaning and resealing of joints; repairing of cracks and spalls in the sidewalk; cleaning and epoxy injection of cracks in bent caps; and repairing cracked slope protection.

Performance Period: 2013-2015

Budget: Varies by Task Order

## Multiple Stand-Alone & On Call Contracts

St. Johns County School District | Various Locations, FL

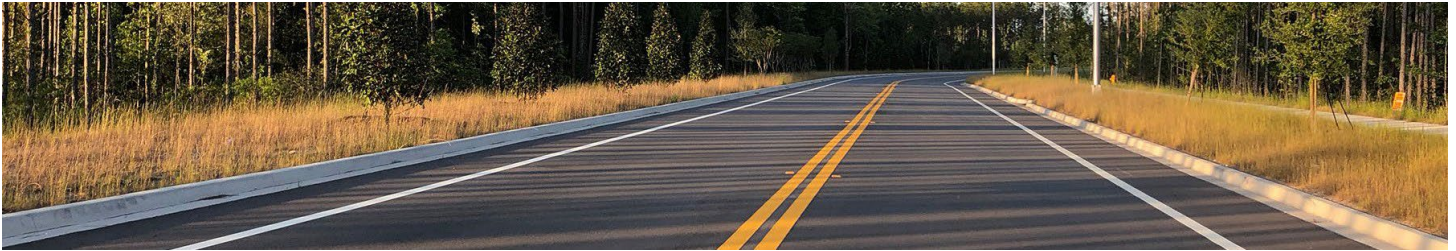


The St. Johns County School District is comprised of over 43 existing schools which serve a population of over 190,000. Pond has had the distinct honor of partnering with SJCS D for over 25 years to provide the highest level of educational facilities during a period of unprecedented growth. Experience during our 25 year relationship includes:

- Julington Creek Elementary School – Major new addition and renovations
- R.B. Hunt Elementary School – Additions and Remodeling
- Ponte Vedra/Palm Valley Elementary School – Additions and Remodeling
- Fruit Cove Middle School – Dining Facility/cafeteria Additions
- Landrum Middle School – Dining Facility/cafeteria Additions
- R.B. Hunt Elementary School – Kitchen/cafeteria Addition
- The Webster School – New Facades Upgrades & Renovations
- Nease High School
  - » Courtyard Cover & PAC Renovations
  - » Remodeling of Food Service Areas & Cafeteria
  - » Nease High School – Athletic Field Improvements and Exterior Renovations
- Fullerwood Elementary School – Remodeling
- Gamble Rogers Middle School – Remodeling for ESE Suites
- Ketterlinus Elementary School – Remodeling
- Webster Elementary School – Remodeling/Renovations
- Evelyn Hamblen Elementary School – Remodeling
- Crookshank Elementary School – Renovations
- Yates Exceptional Student Center – Renovations
- St. Augustine High School – Theater Renovations
- Hastings Elementary School – Kitchen and Restrooms Renovations
- District-wide School Signage Program
- Bus Garage – Additions and Remodeling
- Window Replacements at Multiple Schools
- Bartram Trail High School – Stadium Additions, Concession Building and Press Box

## Project Team

Pond has technical expertise in identifying the full range of potential solutions to transportation challenges evaluating solutions based on technical analysis and community input, and designing constructible and cost effective solutions that will be required on this contract for the County. This expertise in identification, evaluation, and design execution are critical to providing innovative solutions in a cost effective manner. Below you will find short biographies and a description of services to be performed by our Contract Manager, Tabatha Carlton, PE, and key project team members proposed for this contract. An overview of our subconsultants; our team's organizational chart; and resumes for leadership, task leaders, and discipline leads can be found following this section.



### Services Provided by Key Team Personnel

#### TABATHA CARLTON, PE - CONTRACT MANAGER

Tabatha Carlton, PE will serve as Contract Manager and be the primary contact with Nassau County. Tabatha has 30 years of experience designing and managing projects for numerous municipalities and agencies. She will oversee coordination with the subconsultants and Pond staff and be responsible for the daily operations of design. Tabatha has worked on a range of projects including milling and resurfacing, safety improvements, intersection improvements, and drainage design.

#### JUSTIN PHILLIPS, PE - DEPUTY CONTRACT MANAGER AND ROADWAY DESIGN

Justin Phillips, PE will serve as a Roadway Task Leader responsible for ensuring that roadway task order designs satisfy all applicable design criteria and that each project is constructible and biddable. Justin has 8 years of experience on numerous projects including safety improvements, sidewalk and intersection improvements, widening of urban and rural roadways, and roundabouts.

#### STEVE HARRILL, AIA - PRINCIPAL-IN-CHARGE

With over 30 years' experience, Steve Harrill, AIA will serve as Principal-in-Charge and will ensure all necessary resources are made available to successfully complete this contract. Steve's professional background includes project management, design, and inspection for a broad range of facilities throughout the State. His management responsibilities also includes overseeing the Florida Operation of Pond and coordinating with managers to provide needed resources to complete projects on time and within budget.

#### ALAN NICKZ, PE- QA/QC MANAGER

Alan Nickz, PE will serve as the QA/QC Manager and will ensure a thorough and effective QA/QC review is performed throughout the project design and production. Alan has over 23 years of experience in the design and management of roadway projects ranging from minor intersection improvements to complex interchanges. Alan's strong design and construction background allows him to create and utilize a customized QA/QC process.

#### MARCO MIGLIARO, RA - ARCHITECTURE

Marco Migliaro, RA will serve as an Architecture Task Leader. Marco brings over 20 years of experience in project management for facilities renovations and improvement projects. His recent experience working with the City of New Smyrna Beach on identifying and prioritizing needed improvements will be an asset on this contract.

#### CHRISTIAN MORALES, PE - ROADWAY

Christian Morales, PE will serve as a Roadway Task Leader and brings seven years of experience to the team. Christian's recent experience working the design and construction of four segments of the Palatka to Lake Butler Trail and two segments of Jacksonville's Emerald Trail will provide the County with proven best practices on pedestrian projects.

#### RICHARD ENDRZEJEWSKI, PE - ROADWAY

Rich Endrzejewski, PE will serve as a Roadway Task Leader for ELEMENT. Rich brings 17 years of experience in project management and all aspects of roadway design to this contract. His recent experience with the FDOT District 2 LAP program will be an invaluable resource.



#### RICHARD FANGMANN, PE, PTOE - TRAFFIC DESIGN/ SAFETY STUDIES

With over 30 years of experience, Richard Fangmann, PE, PTOE will lead the traffic design for this contract. Richard's extensive traffic and transportation engineering experience includes intersection design, traffic operations analysis, signal design, ITS and communications design, traffic simulation, traffic studies, interchange justification reports, and access management. Richard can also provide expert witness services in the need should arise.

#### RUSSELL YAFFEE, PE, PTOE - TRAFFIC DESIGN

Russell Yaffee, PE, PTOE will serve as a Traffic Design Task Leader for Peters and Yaffee. Russell has over 31 years of experience with traffic design in both the public and private sector. Russell's familiarity with both FDOT District 2, as well as local municipal preferences, will provide value when coordination between multiple agencies is required.

#### MATTHEW WEAVER, PE - SAFETY STUDIES

Matthew Weaver, PE will provide assistance with Safety Studies, Road Safety Audits, and other related safety tasks as needed for this Contract. With over 17 years of experience, Matthew has worked on the Districtwide Safety Studies and Concepts Contracts for District 2 as well as multiple other contracts for other districts.

#### MARK HANSELMAN, PE, SE - STRUCTURAL

Mark Hanselman, PE, SE will be the discipline lead for any structural elements related to building renovations, additions, or new construction. Mark has worked with Pond's Architectural team on numerous projects over his 15-year career.

#### RYAN CARTER, PE, LEED AP - MEP ENGINEERING

Ryan Carter, PE, LEED AP will be the discipline lead for any mechanical, electrical, or plumbing needs in support of Architectural projects under this contract. Ryan has 18 years' experience and has worked on a wide variety of facilities and project scopes. This diversity will allow him to identify MEP concerns early in the design process.

#### CHRIS FAGERSTROM, PE - CIVIL ENGINEERING

Chris Fagerstrom, PE be the task leader for civil tasks. Chris's 24 years of experience on a wide variety of projects will allow chris to handle tasks that range from regrading needed for drainage improvements to full site design for a new facility. Additionally, Chris's experience on the design and construction of regional stormwater management facilities make him a strong resource for the County on this contract.

#### MICHAEL SAVAGE, PWS, PMP - ENVIRONMENTAL

Michael Savage will serve as the Environmental lead and will ensure all environmental documents are prepared in accordance with the applicable reviewing agency requirements to ensure all permits are obtained. Michael is an environmental scientist with 21 years of experience including Environmental Impact Statements and Environmental Assessments preparation following NEPA guidelines, preliminary site investigations, wetlands delineations, permitting and mitigation; water quality and benthic investigations; habitat and wildlife assessment; and endangered species assessments.

#### THOMAS H. HAYDEN, PE - GEOTECHNICAL

Tom Hayden, PE will coordinate all Geotechnical efforts for this contract. Tom has over 21 years of experience and partners with the design leaders to provide the needed information on a reliable schedule and at a reasonable cost.

#### BILL FAUST, PSM - SURVEY & SUE

Bill Faust, PSM will serve as the Surveyor of Record for this project and ensure the accuracy of the topographic information and R/W mapping for this project. Mr. Faust is a professional land surveyor with more than 33 years of experience in land surveying, construction layout, engineering design and project management.

#### PEDRAM RAHBAR, PE - STRUCTURAL DESIGN

Pedram Rahbar, PE will serve as the task leader structural projects. Pedram's 12 years of experience includes both design of bridge structures, as well as the overall project management for roadway and bridge projects. With this background, Pedram can serve as an additional roadway task leader and allow the Pond team to execute more concurrent tasks.





### JOE STITT, PE, LEED AP - LIGHTING DESIGN

Joe Stitt, PE, LEED AP will serve as the discipline lead for lighting design. Joe's 19 years of experience allows for him to handle any tasks that involve highway, parking or facility lighting, as well as providing electrically service details for ITS.

### REBECCA HESTER - TRANSPORTATION PLANNING

With 9 years of experience, Rebecca Hester will be the Planning Task Leader on this contract. While Rebecca has worked on local and regional plans for a variety of agencies, her true strength on this contract is defining an executing a scope for the non-standard tasks, such as the West Tampa CRA parking study where she is assisting the CRA in planning for future growth and assisting with developing parking policies.

### KAREN HARRELL - PUBLIC INVOLVEMENT

Karen Harrell is a veteran communications professional with more than 24 years of experience in community engagement, public affairs and customer relations. She will lead any Public Involvement efforts associated with this contract. Her background encompasses serving state and local public sector agencies, providing government relations, media relations, public meeting and special events coordination, issues mediation, public speaking and partnering facilitation.

### DEREK WAINSCOTT, PE - GEC/PROGRAM MANAGEMENT TASK LEADER

Derek Wainscott, PE will be the leader for any GEC needs or tasks that may arise. In Derek's 24 years of experience, he has served as an extension of staff for several municipalities and municipal agencies. Derek has also managed municipal staff in the civil and water treatment disciplines.

### PETE SHERIDAN, III, PE - CEI

With 35 years of experience, Pete Sheridan, PE will lead and manage the CEI efforts associated with this Contract. He will ensure that day-to-day CEI operations and reporting are accomplished. Pete offers broad-based experience in the design, funding and construction administration of projects for governmental clients and public/private partnerships. His diverse experience includes highways and bridges, airports, streetscaping projects, mixed-use developments, parks projects and marina projects

## **Additional Key Staff**

### SONIA SABHERWAL, RA, LEED AP BD+C – ARCHITECTURE

Sonia is a Registered Architect with 20 years of experience and expertise in the design and comprehensive project management of multiple project types with a focus in the municipal market in various jurisdictions all over the country. Her approach to design is practical and diligent to keep projects on schedule, implement quality control and manage teams to achieve desired results and targeted goals. Sonia is well versed with the dynamics of managing public sector projects and working with multiple stakeholders.

### KYLE KIRKWOOD, AIA, LEED AP – ARCHITECTURE

With over 30 years of professional architectural experience, Kyle blurs the lines between vocation and avocation. Engaging clients in a collaborative design process, he continues to hone his listening skills, helping clients better understand themselves and their needs. The collaborative process ensures that all voices are heard, builds consensus among stakeholders, and creates excitement for the final outcome -- buildings and spaces which reflect the unique character, culture and aspirations of an institution.

### TAIS PESSATI – ROADWAY, DRAINAGE & PEDESTRIAN

Tais Pessatti, EIT has experience with transportation design projects including sidewalk, multi-use paths, milling and resurfacing, pedestrian safety improvements, drainage, and capacity projects throughout Florida and Georgia. With three years of experience, she demonstrates technical expertise with design and analysis software, specifically in Microstation and Open Roads Designer. Tais assisted in projects such as CR 18, Emerald Trail - Hogan Street, and JTA San Pablo.

### ARWIN LOPEZ, PE - ROADWAY, DRAINAGE & PEDESTRIAN

Arwin Lopez, PE has 15 years of experience serving as a Roadway Engineer. He has worked on numerous projects with varying complexities. He has worked on State, County, and local municipal projects from concept phase to final plans and has also provided construction administration support for projects he has designed. Project experience includes new alignments, sidewalk and intersection improvements, widening of urban and rural roadways, and roundabouts. Arwin has worked on several intersection improvement projects where he has evaluated



various intersection configurations such as roundabout, jug-handle intersection, continuous green T intersection, and traditional signalized intersection.

#### ZACH PUCKETT, PE, IMSA II – TRAFFIC DESIGN/ SAFETY STUDIES

Zach has 11 years of experience with street improvements and urban roadway design, traffic signal design, and Intelligent Transportation Systems (ITS) design with both local municipalities and state agencies. Through the years of his experience in Signal/ITS design, Zach has had the opportunity to work down at the GDOT Transportation Management Center (TMC) and coordinate directly with the staff regarding plan review, permitting, and design. This has given him more insight for certain applications to apply to his projects. He is familiar with the design standards of this type of work and has skilled knowledge and technical experience with design and analysis software.

#### WAYNE PETRONE, PE – TRAFFIC DESIGN

Wayne Petrone, PE is a traffic engineer with over 39 years of experience and is a licensed professional engineer in Florida as well as Georgia. He has extensive experience in traffic signal inspection, traffic signal design, traffic studies, transportation planning, transportation operations and signing & pavement marking design. Mr. Petrone is an expert in using several software programs such as SYNCHRO, SimTraffic, Traffix, Passer II, Passer III, and Guide Sign. Mr. Petrone is a member of the Institute of Traffic Engineers, the International Municipal Signal Association (IMSA) and American Society of Highway Engineers. Over the course of his career, Mr. Petrone has worked on thousands of projects involving intersection analysis, signal warrant studies and traffic signal design.

#### SYNDNEY TATE, PE – SAFETY STUDIES

Syndney is a professional engineer focused on safety with eight years of both practical and research experience. Her project knowledge encompasses a wide array of traffic and safety studies, and she is thoroughly versed in industry software platforms such as Vissim, Synchro, Sidra, HCS, and ArcGIS.

#### TOM HIGGINS, PE, RCDD, LEED AP – MEP ENGINEERING

With 16 years of experience, Tom is a leader in the electrical department with project experience ranging from local, state and federal on call contracts. His attention to detail and timeliness makes him an asset to any project team. Tom's skills include lighting, controls, power systems,

and all aspects of building design. With a strong desire to provide the best possible product, Tom is continually striving to exceed expectations.

#### GREG ODOM, CPD – MEP ENGINEERING

Greg has nearly 40 years' experience in plumbing design and is certified in plumbing design by the American Society of Plumbing Engineers certification program. He is experienced in the production of construction documents, drawings & specifications, as well as the inspection & survey of existing systems.

#### KYLE MACDONALD - ENVIRONMENTAL

Kyle brings five years of experience in environmental field work including listed species surveys, tree surveys, wetland delineations, ecological due diligence assessments, benthic surveys, and Phase 1 Environmental Site Assessments. He has performed work throughout the geographical regions of Florida, New Hampshire, and Massachusetts. He has a demonstrated understanding for permitting of projects under city, county, state, and federal environmental regulations, as well as the development of Stormwater Pollution Prevention Plans (SWPPP) and associated SWPPP monitoring for a variety of construction projects. Kyle is proficient in ArcGIS and AutoCAD, technical report writing, and environmental permitting. Kyle's experience spans multiple market sectors and includes: transportation; energy; local and state government; and private development.

#### MARK ATKINSTALL, PE - UTILITY COORDINATION

Mark Atkinstall, PE has over 15 years of multi-state experience in project management for civil engineering project and water/wastewater facility design; highway and stormwater management design; flood plain analysis; preparation of traffic impact assessments, feasibility studies, Candidate Safety Improvement Section (CSIS) urban revitalization projects including low-impact development and utility coordination for Design-Build projects. Mark has worked on several highway design and drainage related projects across multiple DOT jurisdictions. His relevant experience includes several projects within District One, along with performing utility coordination for several major Design-Build projects in other states.

#### MATTHEW LANDSCHOOT, PE - GEOTECHNICAL

Matthew Landschoot has over 13 years of experience with Materials testing, Geotechnical Engineering, Geophysical Engineer, and Construction Engineering Inspector experience, including roadway studies, stormwater design,



pavement design, materials engineering, Quality Control (QC) Testing, and Verification Testing (VT). Mr. Landschoot has extensive experience with the development of plans to remediate sinkholes, slope instability, and excessive settlement due to unsuitable in-situ soil. Mr. Landschoot has been Geotechnical Engineer of Record (EOR) on over 100 FDOT Projects in District 2 and District 3 for EGS. He is currently managing EGS's District 2 Geotechnical Districtwide Contracts.

#### PETE MATTSON, PSM – SURVEY & SUE

Pete Mattson has 43 years of experience as a survey consultant for FDOT and other entities where he has provided surveying and mapping services for numerous Interstate projects, control and design surveys, right-of-way (ROW) mapping, and expert witness testimony. His skills include topographic, design, boundary, and construction surveys; right-of-way (ROW) control surveys and maps; horizontal and vertical control networks; EFB data collection; Global Positioning Software (GPS) and real-time kinematic (RTK), and HDS laser scanning (Terrestrial Static).

#### DUANE MERRELL, PE – STRUCTURES

Duane Merrell, PE has more than 40 years of engineering experience in structural design including the management and design of more than 50 FDOT bridges in his career. His experience on bridge replacement, widening and repair projects spans across Florida on projects ranging from local off-system roadways to limited access interstate facilities. His experience includes cast-in-place flat slab, pre-stressed concrete, post-tensioned concrete, and steel girder bridge structures, concrete box culverts, and miscellaneous highway structures. He is thoroughly familiar with the FDOT plan development processes, design standards, and specifications.

#### BETH STEIMLE, PE – STRUCTURES

Beth Steimle has spent her 21-year career dedicated to bridge rehabilitation. She has managed projects in Districts 2, 3, 5, and 7, and has performed as Engineer-of-Record on numerous rehabilitation projects. These were related to corrosion damage repair, beam strengthening, culvert, pile cap repair, pile repair, steel repair, and coatings. She has the full authority to perform contractual matters and disputes, commit firm resources, and will be responsible for the quality and timeliness of ELEMENT's performance.

#### SAM KADI, PE - LIGHTING DESIGN

With 25 years of experience, Sam has extensive experience designing and managing transportation infrastructure projects including lighting, roadway, traffic signals, and

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

#### SAYRE BRENNAN, AICP, PMP – TRANSPORTATION PLANNING

Sayre Brennan has a diverse background in project management including assessment, planning, design, construction, relocation, and closeout of public and private real estate assets. Sayre is a strategic visionary with over 15 years of expertise in city planning and project management able to create and implement capital improvement plans and development projects. He is adept at collaborating with local community and regulators to build consensus and prepare tactical growth plans in compliance with local needs.

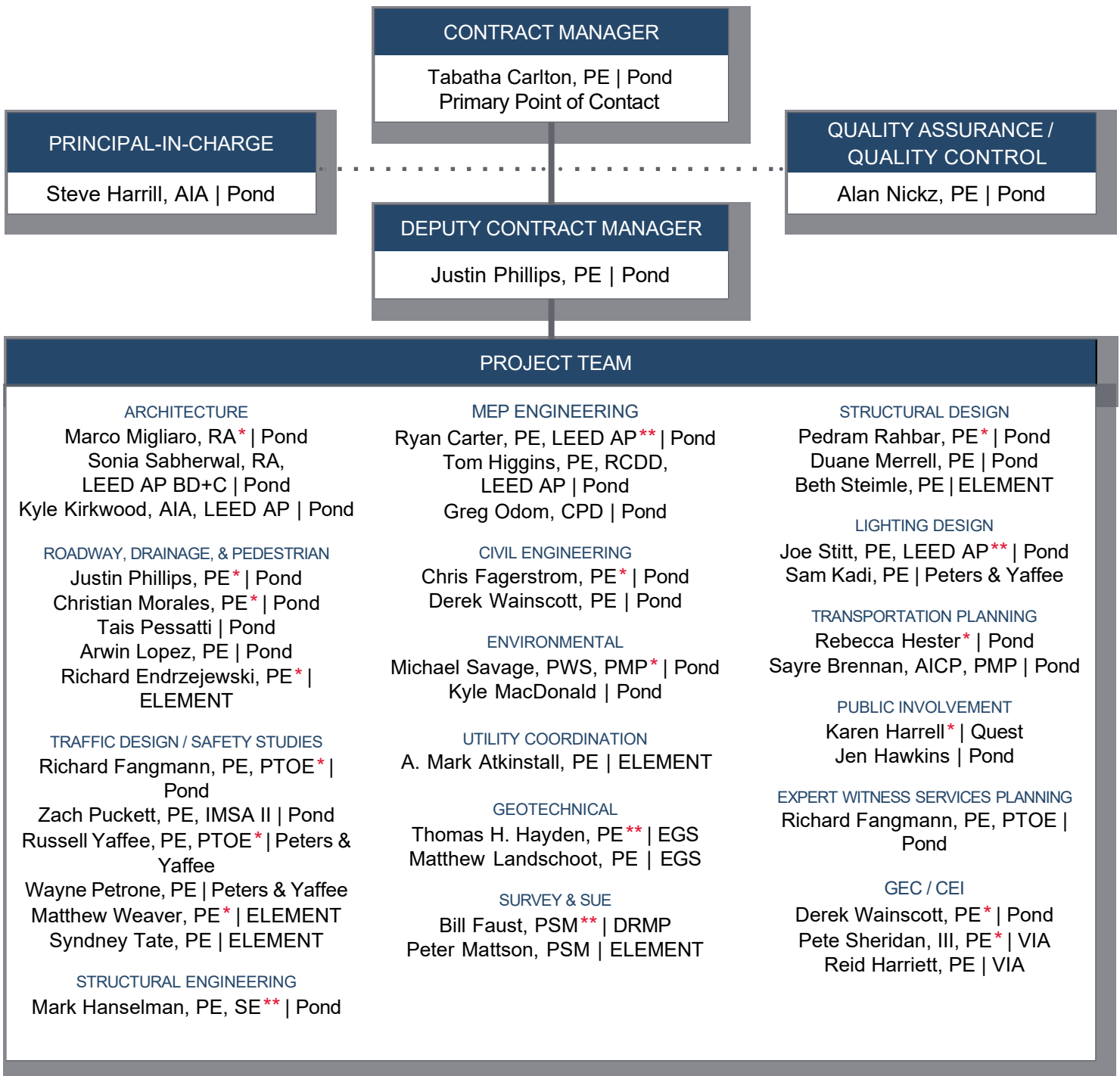
#### JEN HAWKINS – PUBLIC INVOLVEMENT

Jen Hawkins has nearly 20 years of professional experience in the planning and engineering industry. Her experience includes land use and comprehensive planning; commercial, residential and industrial development; and policy development. Her experience includes representing client interests at public hearings before appointed/ elected officials, analyzing land development regulations and policies, and leading public outreach workshops and meetings for both public sector and private sector projects. Public involvement experience includes stakeholder outreach, contact list maintenance, meeting advertisements, PowerPoint presentations, and documentation of public feedback.

#### REID HARRIETT, PE - CEI

Jen Hawkins, AICP is a registered planner with the American Institute of Certified Planners and has nearly 20 years of professional experience in the planning and engineering industry. Her experience includes representing client interests at public hearings before appointed/elected officials, analyzing land development regulations and policies, and leading public outreach workshops and meetings for both public sector and private sector projects. Public involvement experience includes stakeholder outreach, contact list maintenance, meeting advertisements, PowerPoint presentations, and documentation of public feedback.

## Team Organizational Chart



\*Task Leaders | \*\*Discipline Leaders

For copies of Pond's individual staff licenses, please see Tab 9.



## Tabatha Carlton, PE

Contract Manager; Project Management; Roadway, Drainage, Ped/Bike Design | Pond

### Education

BS, Civil Engineering, Georgia Institute of Technology, 1992

### Registration

Professional Engineer, Florida #57676

### Professional Affiliations

Florida Engineering Society

### Years Experience

30

(P) 904.543.0400 (E) CarltonT@pondco.com

Ms. Carlton has 30 years of transportation design and management experience. Her professional background includes a broad range of projects including milling and resurfacing, safety and ADA improvements, intersection improvements, drainage design and permitting, signing and marking, and MOT. Ms. Carlton has recent project experience working in Nassau County including the NCSB Wildlight Avenue Extension.



### Project Experience

#### CR 108 Safety Improvements & Resurfacing, *FDOT LAP & Nassau County, FL*

*QA/QC:* This project consists of design of resurfacing and safety improvements on 7 miles in Nassau County on CR 108 from CR 115 (Bay Road) to CR 121A (Middle Road). Project tasks included: pavement marking and signage improvements, superelevation and cross slope correction, widening and shoulder reconstruction, milling and overlay of roadway surface, RRFB installation at two mid-block crossings to enhance pedestrian safety, and the design and analysis of needed intersection improvements.

#### NCSB Wildlight Avenue Extension, *Nassau County*

*QA/QC:* This project consists of a 1.5-mile new roadway alignment from SR 200 to a new school in Yulee, FL. This project includes a new profile and typical section, open and closed drainage, new utilities and multi-use path design, roadway design, multi-use path design, signing and pavement marking design and Specification Package creation.

#### Mid-block Crossing on Avenida Menendez at Marina Street serving the St. Augustine Municipal Marina

##### *City of St. Augustine*

*Project Manager:* The main purpose of the project is to enhance pedestrian access. Pond was tasked with developing a concept for this three-legged intersection and then preparing final design plans for construction. Unique elements of this design included incorporating the City of St. Augustine's Architectural guidelines for pavers and handrail coatings into the design, replacing steps with a pedestrian ramp, and providing a pedestrian detour during construction.

#### SR 189 RRR from Manring Drive to SR 188 / Racetrack Road, *FDOT District 3*

*QA/QC:* This project consisted of milling and resurfacing 1 mile of a 4-lane divided urban arterial and installing 4,280 LF of new sidewalk with limited R/W and utility conflicts in Fort Walton Beach, FL. This project includes, roadway design, sidewalk design, design exceptions and utility coordination.

#### MobilityWorks San Pablo Widening, *JTA*

*Project Manager:* This project involves the widening of San Pablo Road from Beach Boulevard to Atlantic Boulevard in Jacksonville, Florida. Project tasks include 2.5 miles of road reconstruction and widening; adding turn lanes, bike lanes and sidewalk; R/W mapping and acquisition; drainage design and permitting; Maintenance of Traffic; and Public Involvement including a public meeting. This project also requires signal upgrades at Atlantic and Beach, new signal design at Osprey Point Drive, and the replacement of strain poles with mast arms.

#### Emerald Trail Master Plan Improvements

##### *City of Jacksonville*

*Project Manager:* Pond designed the first mile of a 30-mile trail network that will connect 14 historic neighborhoods to downtown and the North and Southbank riverwalks. The trail will provide connectivity throughout Downtown Jacksonville and includes linear parks, festival spaces, pocket parks, and gateways into the distinct neighborhoods. Pond is working closely with the City and Groundwork Jacksonville to complete this effort. Services also include wetland delineations and listed species surveys, cultural resources assessments, agency coordination and consultation, and permitting.



## Justin Phillips, PE

Deputy Contract Manager; Task Leader: Roadway, Drainage, Ped/Bike Design | Pond

### Education

BS, Civil Engineering, University of North Florida, 2015

### Registration

Professional Engineer, FL #91215

### Professional Affiliations

American Society of Highway Engineers (ASHE)

### Years Experience

8

(P) 904.543.0400 (E) PhillipsJ@pondco.com



Mr. Phillips has experience with a broad range of transportation design projects including sidewalk, multi-use paths, trail and trailhead, pedestrian safety improvements, and capacity projects throughout northeast Florida. He has technical expertise with design and analysis software, specifically in Microstation and Geopak. Mr. Phillips was a key design team member for the Wildlight Avenue Extension for the Nassau County School Board.

### Project Experience

#### CR 108 Safety Improvements & Resurfacing, *FDOT LAP & Nassau County, FL*

*Deputy Project Manager:* This project consists of design of resurfacing and safety improvements on 7 miles in Nassau County on CR 108 from CR 115 (Bay Road) to CR 121A (Middle Road). Project tasks included: pavement marking and signage improvements, superelevation and cross slope correction, widening and shoulder reconstruction, milling and overlay of roadway surface, RRFB installation at two mid-block crossings to enhance pedestrian safety, and the design and analysis of needed intersection improvements.

#### NCSB Wildlight Avenue Extension, *Nassau County*

*Project Engineer:* This project consists of a 1.5-mile new roadway alignment from SR 200 to a new school in Yulee, FL. This project includes a new profile and typical section, open and closed drainage, new utilities, roadway design, multi-use path design, signing and pavement marking design and Specification Package creation.

#### 8th Street Mobility Corridor, *JTA*

*Project Engineer:* This project includes modifications to the 8th Street corridor adjacent to I-95 in Jacksonville, Florida associated with the JTA Complete Streets Study. These modifications include safety and pedestrian improvements including crosswalks, ADA curb ramp improvements, pedestrian signal improvements, keyhole bike lanes, and shared lane bicycle markings. Additional tasks including milling and resurfacing and signal loop replacement.

#### SR 5 (US-1) Sidewalks and Lighting, *FDOT District Two*

*Roadway Engineer:* This project will add sidewalk and lighting along both sides of SR 5/US 1 from south of Bella Vista Boulevard to Big Oak Road in St. Johns County. Pond is leading the design effort on this project. Challenging issues include limited R/W, drainage impacts, utility impacts, and archeological concerns.

#### SR 189 RRR from Manning Drive to SR 188 / Racetrack Road, *FDOT District Three*

*Project Engineer:* This project consisted of milling and resurfacing 1 mile of a 4-lane divided urban arterial and installing 4,280 LF of new sidewalk with limited Right of Way and utility conflicts in Fort Walton beach, FL. This project includes, roadway design, sidewalk design, design exceptions and utility coordination.

#### Signal Upgrade Projects, *FDOT District Two*

*Project Engineer:* Pond completed signal upgrades on several intersections in Jacksonville. The first, SR 11 at SR 128 consisted of upgrading the traffic signals and ADA features at the intersection of SR 111 and SR 128. This project includes R/W acquisition, miscellaneous roadway design, temporary traffic control design, signal design, SAPM design and utility coordination. The second, SR 10 at Empire Point included upgrading the traffic signals and ADA features at the intersection of SR 10 and Empire Point. This project includes R/W acquisition, miscellaneous roadway design, temporary traffic control design, signal design, SAPM design and utility coordination.



## Steve Harrill, AIA

Principal-in-Charge | Pond

### Education

BArch, Virginia Polytechnic Institute and State University, 1984

### Registration

Registered Architect, FL #AR92417

### Professional Affiliations

American Institute of Architects

### Years Experience

30+

(P) 904.647.4877 (E) HarrillS@pondco.com

Mr. Harrill has over 30 years of architectural experience serving as Project Principal, Project Manager, and/or Project Architect on several facilities including renovations, expansions, and new facilities. He excels at the critical pre-design and conceptual design phases that define the facility needs and conceptual solutions. These steps provide Owners with project definition, budget and implementation timelines as well as the overall project scope, scale, configuration, and image. Mr. Harrill is experienced in working with multiple stakeholders and various municipalities across the country.

### Project Experience

*Continuing Service Contract, St. Johns County School District*  
**Principal-in-Charge:** The St. Johns County School District is comprised of over 43 existing schools which serve a population of over 190,000. Pond has had the distinct honor of partnering with SJCS D for over 25 years to provide the highest level of educational facilities during a period of unprecedented growth.

*Continuing Service Contract, St. Johns County*  
**Principal-in-Charge:** Pond currently holds a continuing service contract with the St. Johns County Board of County Commissioners. Under this contract, Pond completed a renovation project for the St. Johns County Main Library. The project, located in St. Augustine, FL, involved completely demolishing the existing Men's, Women's, and Children's restrooms and redesigning them to be larger Men's and Women's bathrooms. Doing so eliminated the two children's restrooms.

*Continuing Service Contract, Duval County Public Schools*  
**Principal-in-Charge:** As the nation's 20th largest school district, DCPS system serves nearly 130,000 students. Pond has had the pleasure of providing architectural and engineering services to Duval County Public Schools for over 20 years on numerous continuing contracts. During Pond's 20-year relationship with DCPS, services provided have included classroom additions, remodels, safety enhancements and improvements, window replacements, re-roofing, and site improvements on over 20 facilities.

*Western Utility Complex, Utilities Commission of New Smyrna Beach*

**Principal-in-Charge:** Pond is providing Master Planning, Civil and Architectural Design for this 100-acre site in New Smyrna Beach, Florida. The first phase was master planning which included civil and environmental assessments, rezoning and extensive coordination with stakeholders. The second phase will include the design for the Fleet/Generation Maintenance Building, Fleet Operations Building, Storage Building and Improved lot. Future projects will include a water storage facility, well facilities, gateway monuments, and other utilities.

*Ponte Vedra Concert Hall Additions and Alterations, St. Johns County*

**Principal-in-Charge:** SJC hired Pond initially to perform a feasibility study and budget cost analysis to improve the facility by providing a second level balcony with fixed seats to supplement the open audience space below along with other improvements that would support this. This study help establish the \$5 million budget to provide a new addition and alterations including the new second floor balcony with fixed seating. Pond is the design team developing the construction documents for these upgrades to the existing venue which include new concession, bars, seating, toilet rooms, green rooms, stage area and sound/ lighting booth.





## Alan Nickz, PE

QA/QC | Pond

### Education

BSCE, Pennsylvania State University, 1997

### Registration

Professional Engineer, FL #90052

### Years Experience

23+

(P) 904.543.2225 (E) NickzA@pondco.com



Mr. Nickz has more than 23 years of experience in roadway engineering with specialization in highway and interchange geometric design, InRoads and Bentley OpenRoads Designer (ORD) Connect Edition modeling, cost estimating, and plan development for state highways. His design and management experience has been obtained through the completion of project studies, preliminary engineering, and final design PS&E. Mr. Nickz's experience includes writing and managing the preparation of engineering documents including project specifications, project study reports, traffic management plans, noise abatement decision reports, RRR reports, and design exception fact sheets.

### Project Experience

#### CR 108 Safety Improvements & Resurfacing, *FDOT LAP & Nassau County, FL*

*Project Engineer:* This project consists of design of resurfacing and safety improvements on 7 miles in Nassau County on CR 108 from CR 115 (Bay Road) to CR 121A (Middle Road). Project tasks included: pavement marking and signage improvements, superelevation and cross slope correction, widening and shoulder reconstruction, milling and overlay of roadway surface, RRFB installation at two mid-block crossings to enhance pedestrian safety, and the design and analysis of needed intersection improvements.

#### P2LB Trail - CR235 to CR237, *FDOT District 2*

*QA/QC:* This project includes the design of 2.3 miles of a 12-foot wide shared-use path on abandoned rail bed. This trail is part of the Lake City to St. Augustine Trail; Segment 1A and runs from CR 235 in Bradford County to CR 237 in Union County. A 600-foot pedestrian bridge will be constructed over the New River to replace the existing RR bridge that is in poor condition and has been damaged by fire. Coordination with FGT and Clay Electric Cooperative will be required. Additional design elements include drainage design, signing and pavement marking, SWPPP, erosion control plans, and MOT on the county roads.

#### I-10 over Piddlin Creek, *FDOT District 2*

*QA/QC:* This project involves the replacement of the existing six-barrel concrete bridge culvert carrying I-10 over Piddlin Creek, which was previously structurally deficient. A low-profile structure was needed in order to minimize project costs and wetland impacts. The bridge length and low member elevation were set to provide a minimum 2' of drift clearance over the 100-year DHW event. The PD&E phase included identifying multiple viable structure alternatives which we then evaluated to determine the most

economic and constructable replacement structure type, with careful attention given to Maintenance of Traffic (MOT) and environmental impacts. The recommendations and supporting documentation were compiled into the Bridge Replacement Report (BRR) and the Bridge Development Report (BDR) Technical Memorandum. Pond is currently proceeding with the Design Phase which provides the final design including hydraulic analysis, geotechnical investigations, roadway, bridge, drainage, maintenance of traffic, environmental assessment, and permitting. The structural design includes a stability analysis using FB-Multiplier with consideration of scour.

#### County Road 18 Trail, *FDOT District 2*

*QA/QC:* 6-mile long asphalt trail within a current FDEP rails to trail corridor near the City of Hampton in Bradford County. FDOT handled design and construction through a TTIFT easement. This project extends from CR 18 in the City of Hampton to connect to the existing trail on the south side on SR 100 project. Ultimately, this project was split into 3 segments for construction. The first segment CR 18 to CR 325 included a realigned section due to coordination with an active railroad. The second segment from CR 325 to 36th Ave included a box culvert to replace a failing timber truss. The third segment from 36th Ave to SR 100 included a bridge replacement and a pedestrian hybrid beacon. While we utilized a variety of methods, such as steeper front slopes and alignment shifts to avoid wetland impacts, permitting through the SRWMD and FDEP were required on all 3 projects. Other design elements on this project included survey, geotech, drainage, bridge hydraulics, signing and marking, utility coordination, and coordination with the City and County on adjacent planned projects.





## Marco Migliaro, RA

Task Leader: Architecture | Pond

### Education

BArch, New Jersey Institute of Technology, 2005

### Registration

Registered Architect, FL #AR99844

### Professional Affiliations

American Institute of Architects

### Years Experience

20

(P) 908.705.6893 (E) MigliaroM@pondco.com

Mr. Migliaro is a Lead Architect for Pond and works heavily with our municipal clients. He brings over 20 years of specialized experience in renovation and improvement projects. Mr. Migliaro's responsibilities include working with clients to provide them the most cost-effective design solutions, overseeing the design team to ensure each milestone on the project timeline is met, managing workloads and responsibilities, coordinating with subconsultants and other specialty disciplines, and overseeing junior team members as needed.

### Project Experience

#### Ponte Vedra Concert Hall Additions and Alterations, *St. Johns County*

*Project Manager:* SJC hired Pond initially to perform a feasibility study and budget cost analysis to improve the facility by providing a second level balcony with fixed seats to supplement the open audience space below along with other improvements that would support this. This study help establish the \$5 million budget to provide a new addition and alterations including the new second floor balcony with fixed seating. Pond is the design team developing the construction documents for these upgrades to the existing venue which include new concession, bars, seating, toilet rooms, green rooms, stage area and sound/ lighting booth.

#### Mussallem Beachfront Park, *St. Johns County*

*Project Manager:* St Johns County (SJC) contracted Pond to provide design service for the final phase of the Mussallem Beachfront Park. The proposed park includes a new restroom building, pre-engineered picnic pavilion, showers/ foot wash area, a coquina nature trail with a boardwalk to a scenic overlook covered structure, and site recreational elements.

#### Central Office Reallocation Study, *City of New Smyrna Beach*

*Project Manager:* Marco is assisting with coordinating and leading a kick-off meeting, site visits and documentation of existing conditions, drafting existing conditions plan, developing a schematic plan layout, and the final Review Recommendation.

#### Charles Lind Brown Community Center, *Beaufort County*

*Project Manager:* Renovations to the existing Community Center which include but not limited to replacing existing acoustical ceilings, doors, finishes, updating toilet rooms to meet ADA requirements, Repairs to the exterior fascias, flashings and copings. Repairs to existing exterior soffits. Roofing investigating and system report. Upgrading the stormwater drainage system.

#### Western Utility Complex, *Utilities Commission of New Smyrna Beach*

*Project Manager:* Pond is providing Master Planning, Civil and Architectural Design for this 100-acre site in New Smyrna Beach, Florida. The first phase was master planning which included civil and environmental assessments, rezoning and extensive coordination with stakeholders. The second phase will include the design for the Fleet/ Generation Maintenance Building, Fleet Operations Building, Storage Building an Improved lot. Future projects will include a water storage facility, well facilities, gateway monuments, and other utilities.

#### Facilities Improvements, *NJ Turnpike Authority\**

*Project Manager:* This was a large project for the NJTA upgrading all maintenance facilities along the New Jersey Turnpike (NJTP) and GSP. Our projects were the four southern sites along the NJTP. The four locations varied in site size from small to large, and all sites included additional site facilities. Each site provided new multi-use buildings, and phased construction. Some sites included new salt shed buildings, fueling stations, de-icing and fire pumps.



\*denotes previous experience



## Richard Endrzejewski, PE

Task Leader: Roadway, Drainage, Ped/Bike Design | ELEMENT

### Education

BSCE, Embry-Riddle Aeronautical University, 2005

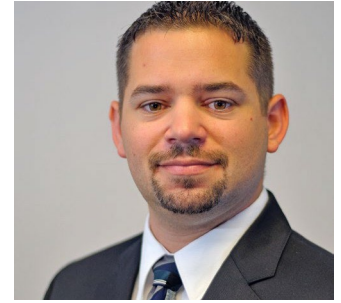
### Registration

Professional Engineer, Florida #70853

### Years Experience

17

(P) 813.386.2101 (E) [rendrzejewski@elementeg.com](mailto:rendrzejewski@elementeg.com)



Mr. Endrzejewski has 17 years of experience primarily with FDOT and County roadway projects.

He is the Roadway Group Manager in addition to his other responsibilities which include project management, roadway design, and drainage design. Additional duties include providing Quality Control (QC) reviews and supervision & mentoring of junior and mid-level staff. His experience includes roadway design (interstate, arterial, collector, and local roads), traffic control, sidewalk design, and drainage design (spread analysis, storm sewer conveyance systems for both urban and suburban roadways, conveyance in ditches and swales, and wet detention or dry retention ponds, designing slope protection for steep embankments, analysis and documentation for bridge hydraulics studies, and drainage complaint studies).

### Project Experience

#### Local Agency Program (LAP) Contract, *FDOT District Two*

*Project Engineer:* This contract involves providing engineering support to Local Agencies throughout District Two. Task assignments include providing roadway design, drainage, environmental, survey, geotechnical, landscape/streetscape, lighting and signals, miscellaneous structures, survey, safety studies, ADA compliance, public involvement, and LAP administration.

#### I-75/SR 93 from SR 222 to SR 25, Alachua County, *FDOT District Two*

*Deputy Project Manager and Drainage Engineer* for an 11-mile RRR interstate project. This project involves milling and resurfacing, cross slope correction, superelevation correction, bridge jacking analysis, pedestrian upgrades at interchanges, and minor drainage repairs.

#### I-75/SR 93 Ramp Improvements at SR 26, Alachua County, *FDOT District Two*

*Drainage Analysis and Design:* Duties included an analysis of the existing and proposed conditions utilizing spread analysis and ICPR for two pond designs: one pond design in a closed basin and one in an open basin. Ponds were in a karst-sensitive location and side-slope erosion was an issue along the off ramp. Permitting was required for the improvements.

#### SR 45/US 41 from Hillsborough/Manatee County Line to 15th Avenue, Hillsborough County, *FDOT District Seven*

*Deputy Project Manager* responsible for roadway, drainage, maintenance of traffic, signing and pavement marking, and specifications. The scope of these projects is to add a buffered bike lane to the entire corridor in addition to filling the gaps of the sidewalk. The project is a total of 3.9 miles in length. The design includes milling, resurfacing, widening, drainage, environmental, signing and pavement marking, lighting, signals, and structures.

#### SR 45 (US 41) from Blackburn Point Road to Beneva Road, *FDOT District One*

*Project Manager* for this Complete Streets project, responsible for roadway and drainage design (including a Bridge Hydraulics Report, maintenance of traffic, and specifications). The scope of these two projects, that total 3.9 miles in length, is to add a buffered bike lane to the entire corridor in addition to filling the gaps of the sidewalk. The design includes milling, resurfacing, widening, drainage, environmental, signing and pavement marking, lighting, signals, and structures (miscellaneous and major bridge replacement). To provide a continuous path for the pedestrians and bicyclist, four bridge crossings over creeks are needed. The project also includes an innovative lighting design to illuminate the center of the intersection by attaching a luminaire to a mast arm. Public involvement was also included in the scope of this project.



## Richard Fangmann, PE PTOE

Task Leader; Traffic Design; Complete Streets; Expert Witness Services | Pond

### Education

MS, Civil Engineering, Georgia Institute of Technology, 1992

BS, Civil Engineering, Georgia Institute of Technology, 1991

### Registration

Registered Professional Engineer, Florida #78263, Georgia #22957

### Professional Affiliations

Institute of Transportation Engineers, American Council of Engineering Companies (ACEC), GA Partnership for Transportation Quality (GPTQ)

### Years Experience

30

(P) 813.327.5002 (E) FangmannR@pondco.com



Mr. Fangmann is a professional engineer with 30 years of experience in transportation engineering and planning. He is experienced in intersection design and operations, traffic operations analysis, traffic signal design, ITS and communications design, traffic simulation, traffic studies, interchange justification reports, and access management. He has prepared traffic and transportation studies for corridors and intersections, as well as city- and county-wide studies.

### Project Experience

#### San Pablo Widening, *JTA*

*Sr. Traffic Engineer:* This project involves the widening of San Pablo Road from Beach Boulevard to Atlantic Boulevard in Jacksonville, Florida. Project tasks include 2.5 miles of road reconstruction and widening; adding turn lanes, bike lanes and sidewalk; R/W mapping and acquisition; drainage design and permitting; Maintenance of Traffic; and Public Involvement including a public meeting. This project also requires signal upgrades at Atlantic and Beach, new signal design at Osprey Point Drive, and the replacement of strain poles with mast arms.

#### Berckmans Road Safety Improvements, *City of Augusta*

*Sr. Traffic Engineer:* This project included operational analysis of signalized and unsignalized intersections using Synchro software. Intersections along the congested Washington Road corridor were included in the analysis. Richard led detailed traffic analysis of the intersection which confirmed the operation of a roundabout and prepared materials for and presented the roundabout solution in a public meeting. The displayed materials included videos of similar roundabouts in operation for the community to see how the roundabout may operate.

#### Complete Streets Corridor Projects, *JTA*

*Sr. Transportation Engineer:* Richard is serving as senior transportation engineer for this project to develop complete streets plans and conceptual designs for three corridors in Jacksonville, FL. Recommendations for the first corridor include: road diets, bus stop modifications, pedestrian crossing upgrades, midblock pedestrian crossings, roundabouts, bike lanes, and multi-use trails.

#### Continuing Contract, *City of St. Augustine*

*Project Manager:* Richard led several studies for the City under this continuing contract. One representative task included the North Davis Shores Neighborhood Study where Pond worked with the historic community to identify potential solutions to speeding, cut-through traffic, and overflow parking concerns. Several solutions ranging from small tactical modifications to larger infrastructure investments were proposed to provide an appropriate range of potential solutions to the neighborhood. Another representative task included a study along Leonardi Street on the west side of St. Augustine, which was suffering from high-speed cut through traffic along the narrow residential street. Pond worked with residents and businesses to identify improvements that would improve safety on the road while maintaining crucial access for businesses and emergency vehicles.



## Russell Yaffee, PE, PTOE

Project Management; Task Leader: Traffic Design | Peters & Yaffee

### Education

BS, Civil Engineering, Tulane University, New Orleans, LA, 1991

### Registration

Professional Engineer, Florida #64513

### Years Experience

31

(P) 904.265.0751 (E) RYaffee@petersandyaffee.com



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

### Project Experience

#### Mobility Plan Update, *Nassau County*

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

#### SR 200 Traffic Signal Design, *FDOT District 2*

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

#### Miner Road (RRR) Project, *Nassau County*

*Sr. Traffic Engineer:* Responsible for this milling and resurfacing project, which included approximately a half mile of a rural collector roadway. This design also includes the widening of the existing travel lanes from currently nine foot to a twelve for travel lanes. In addition, paved shoulders and sidewalk will be designed and incorporated into the project. Safety upgrades included providing additional guardrail at the northern section of the project. Also, utility coordination and relocation were provided for all existing and proposed utility companies within project

limits. Project cost estimating, specifications and schedule were provided and updated to coordinate with Nassau County for the final bid package.

#### Blackrock Road (RRR) Project, *Nassau County*

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

#### Citrona Drive at Sadler Road Intersection Improvements Project, *Nassau County*

*Sr. Traffic Engineer:* Responsible for the design of the Signage and Pavement Marking Plans, Signalization Plans, Maintenance of Traffic Plans and Flexible Pavement Design for the milling and resurfacing and widening of approximately 0.15 miles of an urban collector roadway. This design also included the widening of the existing travel lanes to accommodate the extension of a proposed left turn lane for the northbound traffic on Citrona Drive.



## Matthew Weaver, PE, RSP, CPM

Roadway, Drainage, Ped/Bike Design; Task Leader: Safety Studies | ELEMENT

### Education

BS, Civil Engineering, University of Toledo

### Registration

Professional Engineer, Florida #71752

### Years Experience

17

(P) 813.386.2101 (E) MWeaver@elementeg.com



Matthew has (17) years of engineering experience specializing in transportation engineering with a focus on signing, pavement markings, traffic signals, and safety. As Traffic Engineering Group Manager, Matthew has served as contract manager for safety-focused contracts in Districts Two and Seven and provided analysis, and support on contracts in District One. Focused on real-world safety solutions, Matthew has long been an advocate for “doing the right thing” when it comes to multimodal accessibility. He has made recommendations on existing projects to improve safety and provides safety analyses to Districts Two and Seven for the development of new corridor and intersection-focused safety projects. Prior to joining ELEMENT, Matthew was the design project manager for District Seven’s Design-Build Pushbutton Contract with the Florida Department of Transportation. His extensive experience in safety also includes serving as District Champion for Bicycle and Pedestrian Safety in both Districts One and Seven, along with leading the safety office as the District Traffic Safety Program Engineer for District Seven. Matthew was selected as the 2018 Joseph Grimail Transportation Professional of the Year by the Tampa Bay Institute of Transportation Engineers for his ongoing focus on transportation safety.

### Project Experience

Nassau County Road (CR) 108 Safety Improvement Project, *FDOT District One, FL*

**Senior Traffic Engineer:** Responsible for the development of a road safety assessment along seven miles of CR 108. Acted as the Engineer-of-Record for the No-Passing Zone study for the seven-mile corridor. The data collection and analysis for the effort were completed utilizing LiDAR point cloud data with subsequent analysis within MicroStation. Utilizing previously collected LiDAR data allowed for the elimination of additional field data collection, providing enhanced safety, and resulting in an innovative method to meet the manual’s uniform traffic study requirements for the analysis.

Districtwide Safety Studies and Concepts Contract, *FDOT District Two*

**Contract Manager:** This \$1.5M contract involves managing the off-system Highway Safety Improvement Program and Safe Routes to School Program for the District Two Safety Office. Safety studies, constructability and feasibility analysis, preparation of concepts, and evaluation of potential projects are covered under this task. Also included is significant coordination with local agencies across District Two to support potential safety project applications. As the prime consultant, ELEMENT is responsible for contract management and successful completion of all tasks assigned under this contract to support the Department’s goal of reducing severe injury and fatal crashes across the District.

Local Agency Program (LAP) Contract  
*FDOT District Two*

**Task Manager:** This contract involves providing engineering services to Local Agencies throughout District Two. Task assignments include providing roadway design, drainage, environmental, survey, geotechnical, landscape/streetscape, lighting, signals, miscellaneous structures, survey, safety studies, ADA compliance, public involvement, and LAP administration.

CR 241 and CR 18, *FDOT District Two*

**Safety Analysis, Signing and Pavement Marking:** The primary purpose of this FDOT LAP project for Union County was to reduce roadway departure crashes by enhancing the edge line and centerline striping. Additionally, the project replaced substandard guardrail along the corridor and developed an innovative solution that received additional safety funds. Project responsibility included analysis of crashes, coordination with local agencies, and development of signing and pavement marking plans.



## Mark Hanselman, PE, SE

Discipline Leader: Structural Engineering | Pond

### Education

MS, Civil Engineering (Structural), University of Michigan, 2008

BSCE, Southern Illinois University Edwardsville 2007

### Registration

Professional Engineer, FL #77117

Structural Engineer, GA #SE000058

### Years Experience

15

(P) 404.748.4710 (E) HanselmanM@pondco.com



Mr. Hanselman has been a structural engineer for 15 years and has a range of experience with many types of structures, including the design of new buildings and facilities, design of structural modifications, evaluations of deteriorated structures and the design of associated repairs. He has also served as a quality control inspector of concrete precast plants. Mr. Hanselman is a member of Structural Engineers Association of Georgia.

### Project Experience

**New Boeing Maintenance, Repair, and Overhaul Hangar, Jacksonville Aviation Authority**

*Structural Engineer:* Pond is providing architecture and engineering services for this 8-bay Hangar Maintenance, Repair, and Overhaul Hangar (MRO) and Ramp. Pond initially assisted Jacksonville Aviation Authority (JAA) in developing the programming and preparing a construction budget to respond to an RFP from Boeing. The programming included planning the site layout including future development in accordance with Part 77 surfaces and previously permitted wetland impact areas. The airside design includes a parking apron with eight 737 parking positions and two Taxiways to provide access from existing Taxiway Echo to the new MRO Hangar Facility. The apron will include services utility pits and tie downs to maintain both F-18 and P-8 aircrafts including two parking positions dedicated for fueling and defueling operations. The project also includes all landside facilities and infrastructure including parking lots, access drives, security fences and gates, water systems, sanitary sewer systems, stormwater management, and stormwater conveyance systems for the approximate 50-acre facility.

**Complex 3 Addition, Samsung Electronics**

*Structural Engineer:* The Pond team designed and built a 350,000 SF warehouse addition connecting two of Samsung's previously constructed complexes. Design aspects included warehousing, racking, ESFR fire suppression, QC labs, receiving, and shipping bays. This project won the 2019 ACEC-GA State Engineering Excellence Award in the Industrial and Manufacturing Facilities category.

**Repair Maintenance Hangar Administrative Area, Building 1001, Florida Air National Guard**

*Structural Engineer:* Pond is providing full architectural, interior design and engineering services for the \$2.6M renovation and modernization of the Administrative areas of Hangar Building 1001 for the Florida Air National Guard. The building was constructed in 1968 and was not configured to support the current mission and staffing levels. Interior design services include the design of multiple offices, open office space as well as demountable wall design for improved, flexible workspace configuration. ADA requirements are also being addressed in the administrative area of the building. Additional services to include the replacement of fire protection, mechanical and electrical systems as well as the addition of an elevator. The building will be redesigned to meet stringent sustainability and energy conservation requirements.

**Building Y Expansion, Gulfstream**

*Structural Engineer:* Addition to existing manufacturing warehouse to provide another production line. Pond is providing Architectural; Civil, Structural, MEP, Fire Protection and Environmental Engineering. Expansion expected to be 135,000 SF of manufacturing space and 50,000 SF of storage space.



## Ryan Carter, PE, LEED AP

Discipline Leader: MEP Engineering | Pond

### Education

BSME, Southern Polytechnic State University 2004

ASME, Mechanical Drafting and Design, Clayton College and State University 2002

### Registration

Professional Engineer, GA #PE038014

LEED Accredited Professional

### Years Experience

18

(P) 404.748.4710 (E) CarterR@pondco.com



Mr. Carter has over 18 years of professional engineering and construction experience working in a variety of market sectors. He has extensive experience in design, construction administration, and project management. As Director of Mechanical Engineering, Mr. Carter is responsible for ensuring the needs of the client are exceeded and projects are delivered on time.

### Project Experience

New Boeing Maintenance, Repair, and Overhaul Hangar, *Jacksonville Aviation Authority*

**Mechanical Engineer:** Pond is providing architecture and engineering services for this 8-bay Hangar Maintenance, Repair, and Overhaul Hangar (MRO) and Ramp. Pond initially assisted Jacksonville Aviation Authority (JAA) in developing the programming and preparing a construction budget to respond to an RFP from Boeing. The programming included planning the site layout including future development in accordance with Part 77 surfaces and previously permitted wetland impact areas. The airside design includes a parking apron with eight 737 parking positions and two Taxiways to provide access from existing Taxiway Echo to the new MRO Hangar Facility. The apron will include services utility pits and tie downs to maintain both F-18 and P-8 aircrafts including two parking positions dedicated for fueling and defueling operations. The project also includes all landside facilities and infrastructure including parking lots, access drives, security fences and gates, water systems, sanitary sewer systems, stormwater management, and stormwater conveyance systems for the approximate 50-acre facility.

**Building Y Expansion, Gulfstream**

**Mechanical Engineer:** Addition to existing manufacturing warehouse to provide another production line. Pond is providing Architectural; Civil, Structural, MEP, Fire Protection and Environmental Engineering. Expansion expected to be 135,000 SF of manufacturing space and 50,000 SF of storage space.

Hall County Campus, Gov. Nathan Deal Economic Development Center, *Lanier Technical College*

**Mechanical Engineer:** Pond provided full architectural and engineering services for the Nathan Deal Economic Development Center. The facility includes the 1400-ton Central Utility Plant for the entirety of the 325,000 sf campus. Also included is one of the few ammonia refrigeration training centers in the Southeast United States. Additional efficiencies were employed by tying the Ammonia Refrigeration System into the facilities HVAC system to provide additional cooling when the ammonia refrigeration plant was in operation.

Haas Howell Phase 2 – HVAC and Chiller Relocation, *Georgia State University*

**Mechanical Engineer:** Pond provided mechanical engineering services for this chiller relocation for Rialto theater to the roof of GSU's Haas Howell building.

Fort Jackson Reception Complex, *USACE*

**Mechanical Engineer:** Pond is providing concept analysis and design services for the new Reception Complex at Fort Jackson, which consists of three main buildings: the Reception Processing Center/Medical Clinic, the Trainee Barracks, and the Optical Fabrication Lab. The complex also includes several ancillary structures that accommodate a Physical Training track and lawn equipment storage. The total square footage of the project, including all three buildings, is 182,000 SF.



## Chris Fagerstrom, PE

Task Leader: Civil Engineering | Pond

### Education

BS, Environmental Engineering, University of Florida 1999

### Registration

Professional Engineer, FL #63045

### Years Experience

24

(P) 386.852.0387 (E) Chris.Fagerstrom@pondco.com



Mr. Fagerstrom is a driven Senior Water Resources Engineer with over 20 years of progressively responsible consulting experience. His experience has included subject matter expert technical support, project and staff management, client relations/satisfaction, and business development. Throughout his career, Mr. Fagerstrom has conducted a wide array of project types from watershed management plans, civil engineering, regional stormwater treatment facilities, municipal, industrial, and renewable site development, hydrologic/hydraulic modeling, water quality modeling and assessments, and environmental permitting. One of his specialties is his ability to navigate local, state, and federal permitting to achieve desirable outcomes for his clients.

### Project Experience

#### Alton Drive Stormwater Retrofit, *Seminole County, FL*

**Project Manager:** To improve the quality of stormwater entering the lake Asher, Pond designed a stormwater retrofit to treat an additional drainage area that currently discharges untreated water directly into Lake Asher. The retrofit includes diverting runoff from 13.6 acres of the drainage basin into the detention pond and designing an enhanced treatment system to provide the most effective treatment for nutrients, specifically phosphorus since that has been identified as the limiting nutrient in Lake Asher (Harper, 2012). The enhanced design included converting the existing pond from a dry detention facility to a wet detention facility with a bioreactor utilizing biosorption activated media (BAM).

#### Draa Field Stormwater Park, *City of Titusville, FL*

**Project Manager:** The goal of this project was to design a stormwater management system that would help meet the pollutant reduction goals of Indian River TMDL and alleviate flooding within the basin. These goals were accomplished by creating a regional stormwater treatment system at Draa field, which was the historic location of the city's high school football field. The regional treatment system consists of a four-acre settling basin, followed by a permeable reactive weir and a wetland bioreactor. Project highlights included conducting a small-scale basin study, ICPR model development, rails-to-trails coordination, environmental resource permitting, and park amenities..

#### Depot Park Brownfield Restoration, *City of Gainesville, FL*

**Project Manager:** Instrumental in the redevelopment of a 35-acre site located south of the city's downtown and within its designated Enterprise Zone, where significant soil and groundwater contamination had been identified because of a former manufactured gas plant operation and historic railway activity. Assisted in the preparation of a QAPP and participated in community outreach meetings and public presentations to educate the surrounding community on this brownfield redevelopment project. Project tasks included site assessment, human health and ecological risk assessment, feasibility study, remedial action planning, permitting, reuse planning and design and construction oversight of a unique stormwater park capable of treating storm water runoff from the downtown area. This project is widely thought to be one of the state's most successful brownfield projects.

#### Rosemarie and Bluebird Flood Abatement *City of Titusville, FL*

**Project Manager:** Pond designed and permitted stormwater retrofit projects to alleviate flooding within two neighborhoods. Project highlights include watershed modeling using ICPR and GIS mapping to show pre- and post-project conditions.





## Michael Savage, PWS, PMP

Task Leader: Environmental | Pond

### Education

BS, Marine Biology, Texas A&M University, 2002

### Registration

Professional Wetland Scientist, #3461

Project Manager Professional, # 3130378

### Years Experience

21



(P) 904.543.0400 (E) SavageM@pondco.com

Michael is an Environmental Services Project Manager who leads the efforts of engineers, planners and scientists to effectively provide renewable energy, power, land development and agriculture sector clients with innovative solutions to challenging environmental issues. He has managed projects for thousands of Megawatts of clean, renewable solar energy, as well as transmission line corridors, commercial, industrial and residential developments, enforcement/ litigation, and wetland and surface water restoration. His extensive experience includes feasibility studies, local, state and federal environmental permitting and entitlement, biological studies and Endangered Species Act permitting, cultural resources assessments and State Historic Preservation Office concurrence, wetland delineation, functional assessment and mitigation planning, glint and glare analysis and FAA and DOD clearance, and natural gas pipeline, power plant and transmission line Siting. Michael's well-established relationships with agency regulators allow for him to anticipate regulatory pitfalls, deliver clean and efficient deliverables and seamlessly navigate the complex web of environmental regulations.

### Project Experience

#### CR108 Safety Improvements & Resurfacing Nassau County

*Senior Environmental Scientist:* Design of resurfacing and safety improvements on 7 miles in Nassau County on CR 108 from CR 115 (Bay Road) to CR 121A (Middle Road). Project tasks include: pavement marking and signage improvements; superelevation and cross slope correction; milling and overlay of roadway surface; widening and shoulder construction; and analysis and design of needed intersection improvements. Environmental Services included wetland delineations and listed species surveys, cultural resources assessments, design plan review, agency coordination and consultation, and permitting.

#### New Public Works Facility, *City of Palm Coast*

*Environmental Lead:* New 217,920 SF facility. Services include master planning, wetland delineations and listed species surveys, cultural resources assessments, agency coordination and consultation, permitting, and conservation easement releases. To assist in the site selection and master planning process, Pond's environmental staff conducted wetland delineations and functional assessments; threatened and endangered species surveys; protected tree surveys; Phase I Environmental Site Assessments; and federal, state, and local agency coordination. Pond environmental staff worked with CoPC through the master planning process to identify their environmental liabilities

and constraints and to select the preferred sites and site layouts. This allowed CoPC to select an alternative that minimizes risk to the City's scope, schedule, and budget.

#### Emerald Trail Master Plan Improvements *City of Jacksonville*

*Environmental Lead:* Pond designed the first mile of a 30-mile trail network that will connect 14 historic neighborhoods to downtown and the North and Southbank riverwalks. The trail will provide connectivity throughout Downtown Jacksonville and includes linear parks, festival spaces, pocket parks, and gateways into the distinct neighborhoods. Pond is working closely with the City and Groundwork Jacksonville to complete this effort. Services also include wetland delineations and listed species surveys, cultural resources assessments, agency coordination and consultation, and permitting.

#### SR A1A at Mickler Intersection Improvements *St. Johns County*

*Senior Environmental Scientist:* Pond is currently providing services for intersection improvements for SR A1A at Mickler Rd. The project involves the addition of turn lanes, pedestrian crossings, and signals. Pond is providing traffic/ signal design, structural engineering, and environmental oversight. Services also include wetland delineations and listed species surveys; cultural resources assessments; agency coordination and consultation; and permitting.



## Thomas H. Hayden, PE

Discipline Leader: Geotechnical | EGS

### Education

BCE, University of South Florida, 2003

### Registration

Professional Engineer, Florida #67492

### Years Experience

21

(P) 850.536.8373 (E) Tom.Hayden@egs-us.com



Mr. Hayden has over 21 years of Geotechnical design and investigative experience, including roadway studies, stormwater design, pavement design, geophysical investigations, pavement evaluations, and materials engineering. Mr. Hayden has extensive experience with FDOT Geotechnical Standards, managing FDOT Geotechnical Projects, FDOT Environmental Projects, and FDOT Construction Materials Testing (CMT) Projects. In addition, Mr. Hayden has experience conducting FDOT Pavement Core and Condition Surveys for District 2 and District 3 and FDOT Geotechnical Projects for District 3, District 2, District 5, and District 7.

### Project Experience

General Services Contract for Engineering Services *FDEP*  
*Geotechnical Engineer:* Provides miscellaneous geotechnical design services to the FDEP under a General Service Contract. The tasks have included the Geotechnical analysis for proposed boardwalks, parking facilities, wooden docks, proposed structures, and other miscellaneous improvements. Stantec is the prime for this contract.

General Services Contract for Engineering Services  
*FDEP*

*Geotechnical Engineer:* Provides miscellaneous geotechnical design services to the FDEP under a General Service Contract. The tasks have included the Geotechnical analysis for proposed boardwalks, parking facilities, wooden docks, proposed structures, and other miscellaneous improvements. Registe, Sliger Engineers is the prime for this contract.

General Services Contract for Engineering Services  
*FDEP*

*Geotechnical Engineer:* Provides miscellaneous geotechnical design services to the FDEP under a General Service Contract. The tasks have included the Geotechnical analysis for proposed boardwalks, parking facilities, wooden docks, proposed structures, and other miscellaneous improvements. Registe, Sliger Engineers is the prime for this contract.

General Service Contract

*City of Tallahassee, Department of Public Works*

*Geotechnical Engineer:* GS is on several teams (KHA, GPI, MBI, RS&H, Atkins) to provide miscellaneous services to the City of Tallahassee under a General Service Contract. The tasks have included the Geotechnical analysis for the design life of existing culverts, culvert extensions, mast arm installation, slope evaluations, base failures, lane additions, structural foundations and stormwater pond designs. In addition, the services have included the analysis and remediation of several karst features.

Department of Public Works, General Service Contract,  
*Leon County*

*Geotechnical Engineer:* EGS is on the team (DRMP) to provide miscellaneous services to Leon County under a General Service Contract. The tasks have included the Geotechnical analysis for stormwater management facilities, karst impacts, slope stability, lane additions, base failures and retaining wall design.

Capital Cascade Trail Park, Blueprint 2000 & Beyond, Capital Cascade Segment 3 & 4

*Geotechnical Engineer:* EGS was on the team (Kimley-Horn) selected for the design of the Capital Cascade Trail Park. The investigation included the analysis of subsoils for the park amenities including a pedestrian bridge, public structures, pond design parameters, channel stabilization, culvert installations, storm sewer installation, and retaining wall installation. The geotechnical investigation for the construction of new roadway and parking facilities was included. The project involved participation in public meetings as well as Public Hearings.



## C. William "Bill" Faust III, PSM

Discipline Leader: Survey & SUE | DRMP

### Education

BS, Construction Technology, University of Akron, 2000

AS, Civil Engineering, Stark State College, 1992

### Registration

Professional Surveyor and Mapper, Florida #LS6600

### Years Experience

33

(P) 904.224.2905 (E) CFaust@drmp.com



Mr. Faust serves as a Vice President for DRMP's Survey and Mapping/Geospatial Market Sector. He currently manages all the Survey and Subsurface Utility Engineering staff in Jacksonville and serves as Project Manager on transportation infrastructure, land development, roadway construction, boundary, topographic, design survey and subsurface utility engineering projects. His tasks include field crew supervision, data processing, calculations, contract management, proposals and estimates. Mr. Faust has more than 30 years of experience as a professional land surveyor in the A&E industry working on building construction, land development and public infrastructure projects.

### Project Experience

#### Continuing Surveying Services Contract *Nassau County, Florida*

*Project Surveyor:* Responsible for boundary surveys, bridge data surveys, centerline control for County projects, control survey drawings, construction and as-built surveys, construction layout surveys, court exhibit preparation, drainage design surveys, eminent domain surveys, environmental surveys, FDEP and WMD acquisition surveys, GPS, GIS, and CaiCE, hydrographic surveys, legal description (preparation and/or verification), plat preparation, plat review for compliance with state statutes, property sketches, retracement surveys, R/W mapping, roadway maintenance maps (specific-purpose maps), special purpose surveys, subsurface utility engineering, topographic surveys, tree surveys and 3D scanning. A sampling of tasks assigned under this contract are provided below:

##### Bryceville Landfill Boundary Survey

*Project Surveyor* on this 24.8-acre parcel. Responsible for researching the existing public records, calculating the record boundary lines, directing the field crews daily activities, analyzing the found monumentation and preparing the map of survey in accordance with the Florida Statutes pertaining to boundary surveys.

##### Lofton Creek Landfill Boundary Surveys

*Project Surveyor* on this 62.1-acre parcel. Responsible for researching the existing public records, calculating the record boundary lines, directing the field crews daily activities, analyzing the found monumentation and preparing the map of survey in accordance with the Florida Statutes pertaining to boundary surveys.

#### Chester Road, From S.R. 200 (A1A) to North of Green Pine Road, PD&E, *Nassau County, Florida*

*Project Surveyor:* DRMP was tasked with surveying and mapping services for existing two lane Chester Road. The project was approximately 2.65 miles and included six intersections and six pond sites. The survey was performed to Florida Department of Transportation (FDOT) District Two standards and complied with all FDOT manuals and regulations. Tasks included horizontal control established with Real-time Kinematic GPS with solutions from Trimble's VRS NOW Network. The control was referenced to the North American Datum of 1983(NAD83)(2011 Adjustment). Vertical control was established using conventional differential leveling methods and was referenced to the North American Vertical Datum of 1988 (NAVD88). Design topographic survey, underground utility designation, geotechnical support, wetland survey, baseline determination and right of way determination.

#### Chester Road, From S.R. 200 (A1A) to Blackrock Road, Final Design, *Nassau County, Florida*

*Project Surveyor:* DRMP was tasked with providing the final design surveying and mapping of approximately 3.75 miles of Chester Road. This resurfacing project was first surveyed as a PD&E for FDOT District Two and finished with Connelly and Wicker under contract with Nassau County. Tasks included: Verify Horizontal and Vertical Control, Verify and extend the Baseline and right of way lines, verify original topographic survey and extend to new limits, verify underground utilities and extend to new limits. Final deliverables were Micro Station design files.



## Pedram Rahbar, PE

Task Leader: Structural Design | Pond

### Education

MSCE, University of Tennessee, Knoxville 2011

BS, Civil Engineering Technology 2008

### Registration

Professional Engineer, FL #80794

### Years Experience

12

(P) 404.748.4736 (E) Pedram.Rahbar@pondco.com



Mr. Rahbar is experienced in the management and design of transportation infrastructure projects. He is also experienced in construction engineering services for bridge and roadway projects, giving him the knowledge to ensure designs are constructible. Mr. Rahbar has the knowledge and skills to efficiently and successfully manage any bridge/structural task order from Notice to Proceed to Final Plans. He is Georgia DOT PDP Certified. Mr. Rahbar is experienced with AASHTO Bridge Design Specifications, including LRFD, and he is proficient in bridge design software including CSI Bridge, SAP2000, RCPier, CONSYS, TEDDS, LEAP, and DESCUS.

### Project Experience

#### P2LB Trail - CR235 to CR237, *FDOT District 2*

**Structural Design:** This project includes the design of 2.3 miles of a 12-foot wide shared-use path on abandoned rail bed. This trail is part of the Lake City to St. Augustine Trail; Segment 1A and runs from CR 235 in Bradford County to CR 237 in Union County. A 600-foot pedestrian bridge will be constructed over the New River to replace the existing RR bridge that is in poor condition and has been damaged by fire. Coordination with FGT and Clay Electric Cooperative will be required. Additional design elements include drainage design, signing and pavement marking, SWPPP, erosion control plans, and MOT on the county roads.

#### I-10 over Piddlin Creek, *FDOT District 2*

**Structural Design:** This project involves the replacement of the existing six-barrel concrete bridge culvert carrying I-10 over Piddlin Creek, which was previously structurally deficient. A low-profile structure was needed in order to minimize project costs and wetland impacts. The bridge length and low member elevation were set to provide a minimum 2' of drift clearance over the 100-year DHW event. The PD&E phase included identifying multiple viable structure alternatives which we then evaluated to determine the most economic and constructable replacement structure type, with careful attention given to Maintenance of Traffic (MOT) and environmental impacts. The recommendations and supporting documentation were compiled into the Bridge Replacement Report (BRR) and the Bridge Development Report (BDR) Technical Memorandum. Pond is currently proceeding with the Design Phase which provides the final design including

hydraulic analysis, geotechnical investigations, roadway, bridge, drainage, maintenance of traffic, environmental assessment, and permitting. The structural design includes a stability analysis using FB-Multiplier with consideration of scour.

#### County Road 18 Trail, *FDOT District 2*

**Structural Design:** 6-mile long asphalt trail within a current FDEP rails to trail corridor near the City of Hampton in Bradford County. FDOT handled design and construction through a TTIFT easement. This project extends from CR 18 in the City of Hampton to connect to the existing trail on the south side on SR 100 project. Ultimately, this project was split into 3 segments for construction. The first segment CR 18 to CR 325 included a realigned section due to coordination with an active railroad. The second segment from CR 325 to 36th Ave included a box culvert to replace a failing timber truss. The third segment from 36th Ave to SR 100 included a bridge replacement and a pedestrian hybrid beacon. While we utilized a variety of methods, such as steeper front slopes and alignment shifts to avoid wetland impacts, permitting through the SRWMD and FDEP were required on all 3 projects. Other design elements on this project included survey, geotech, drainage, bridge hydraulics, signing and marking, utility coordination, and coordination with the City and County on adjacent planned projects.

#### PI 0010318 I-75 at Chula, *GDOT*

**Structural Design:** Pond's services include Traffic Analysis and Forecasting, Traffic Signal Concept, and Bridge Concept.



## Joe Stitt, PE, LEED AP

Discipline Leader: Lighting Design | Pond

### Education

BS, Aerospace Engineering, Georgia Institute of Technology 2004

### Registration

Professional Engineer, FL #79633

LEED Accredited Professional

### Years Experience

19

(P) 404.748.4743 (E) StittJ@pondco.com

Mr. Stitt has 19 years of diverse electrical engineering experience, including concept generation, study and report writing, full design, specification, and construction administration. He specializes in code compliance (UFC, ANG ETLs, NFPA, IBC, Local), field surveys, systems design/drafting, cost estimating, inspection, building commissioning, systems analysis/reports. Mr. Stitt's experience ranges from underground and overhead distribution systems, lighting, grounding, control systems, and substations, to emergency power, fire alarm, security (access control, intrusion detection, CCTV) and telecommunications.



### Project Experience

**New Boeing Maintenance, Repair, and Overhaul Hangar,  
Jacksonville Aviation Authority**

**Electrical Engineer:** Pond is providing architecture and engineering services for this 8-bay Hangar Maintenance, Repair, and Overhaul Hangar (MRO) and Ramp. Pond initially assisted Jacksonville Aviation Authority (JAA) in developing the programming and preparing a construction budget to respond to an RFP from Boeing. The programming included planning the site layout including future development in accordance with Part 77 surfaces and previously permitted wetland impact areas. The airside design includes a parking apron with eight 737 parking positions and two Taxiways to provide access from existing Taxiway Echo to the new MRO Hangar Facility. The apron will include services utility pits and tie downs to maintain both F-18 and P-8 aircrafts including two parking positions dedicated for fueling and defueling operations. The project also includes all landside facilities and infrastructure including parking lots, access drives, security fences and gates, water systems, sanitary sewer systems, stormwater management, and stormwater conveyance systems for the approximate 50-acre facility.

**Operations & Mobility Building Renovation**

**FL Air National Guard**

**Electrical Engineer:** Pond's design team was responsible for the services to provide construction documents to repair the existing facility, reconfigure space to house the 125th F/W Mission, custodial spaces, supply storage areas and administrative offices. It includes repairing and refinishing the exterior of building, adding windows with AT/FP compliant, thermal-paned glass, complete replacement of Mechanical Equipment with new, energy efficient equipment, installing energy-efficient lighting, new floor

coverings, new showers, sinks and toilets throughout the building. The Mobility Deployment function also receives a new 4,000 square foot canopy with security fencing. This canopy design incorporates a pre-engineered structure with a sloping standing seam metal roof and all sides open. This canopy will be secured by a new security gate that will extend from the existing building past the canopy, across the flight line access drive and tie into the existing security fence around the perimeter.

**Recreation Administration Center Renovations**

**City of Peachtree City**

**Electrical Engineer:** Pond provided professional design services to the City's Recreation Administration center. Phase I included main level renovation work, site improvements, code required structural upgrades and fire sprinkler system upgrades. Phase II encompassed the lower level renovation and elevator.

**Barrow Academic Building & Master Plan**

**Lanier Technical College**

**Electrical Engineer:** Pond was contracted by the Technical College System of Georgia to develop a Master Plan for a joint-use campus for both Lanier Technical College (LTC) and Barrow County Schools. Phase 1 of LTC's new state-of-the-art workforce training center encompassed both industrial (welding, automotive, mechatronics, and refrigeration controls), and health sciences (nursing, medical assistant, occupational therapy, chemistry, biology, and physics labs). In addition, this stand alone "campus" building features an administrative suite, library, and a student lounge / bookstore / café.



## Rebecca Hester

Task Leader: Transportation Planning | Pond

### Education

BA, Geography, Georgia State University 2014

GIS Certificate, Georgia State University 2014

### Years Experience

9

(P) 678.852.4270 (E) HesterR@pondco.com



Ms. Hester has nine years' experience in transportation planning in short- and long-range planning. Her background includes infrastructure and environmental programs with experience in technical execution and project management. Ms. Hester's projects include alternative concepts, planning and preliminary engineering, comprehensive transportation plans, environmental assessments, and transit.

### Project Experience

#### CRA Parking Study, *City of Tampa*

*Transportation Planning:* This study will provide an examination of current parking conditions in the West Tampa CRA ("CRA") and will identify potential improvements to enhance the parking experience for CRA residents, visitors, and businesses. The study will include a parking occupancy study of select areas where parking is understood to be the most challenging. Recommendations will include specific operational changes and broader policy changes that can be made to improve parking for all users.

#### Comprehensive Transportation Plan, *Henry County*

*Transportation Planning:* In 2021, Henry County partnered with Pond to create a comprehensive transportation plan under The Atlanta Regional Commission's (ARC) Comprehensive Transportation Plan (CTP) program. This plan includes financial support from ARC and will be used to make funding and implementation decisions in the county for the next five years and beyond. At the onset of the project, Pond completed an existing conditions report, synthesizing the findings and outcomes from previous reports. The information gleaned about community values, goals, and intentions from these reports informed how the team shaped the comprehensive plan. Informed by this information, Pond began a robust public engagement process to determine the best solution to this problem while respecting the needs and the desires of the community. The findings from these meetings will inform the final plan.

#### Comprehensive Plan, *Pickens County*

*Transportation Planning:* Pond led the preparation of a community Comprehensive Plan for Pickens County. This effort includes looking at a variety of community conditions including transportation, land use, and economic development and using an extensive community engagement program to develop a vision for the future of the County. The concerns and goals of the Pickens County community are at the center of this Pickens County Comprehensive Plan, leading to a round of broad community engagement conducted primarily online due to the COVID-19 pandemic.

#### CTP & Comprehensive Plan, *Coweta County*

*Transportation Planning:* Pond prepared several elements of Coweta County's CTP and Comprehensive Plan update including leadership of the freight assessment and assistance and participation in various community engagement and County coordination activities. Pond also led the subarea and corridor based analyses for the effort. Focusing on US 29, Newnan Crossing Boulevard, and the new location Madras Connector, these efforts are intended to unify and clarify the transportation and land use vision for each area based on a framework of identifying each as either a growth, maintain, or preservation area within the County. The planning process includes an initial assessment of conditions and potential opportunities and challenges and is followed by a series of tactically oriented design workshops to develop the vision in tandem with participating members of the community. The resulting vision yields a series of deliverables including schematics and renderings to help articulate the vision along with an actionable list of infrastructure recommendations and initiatives for inclusion within the CTP and Comprehensive Plan.



## Karen Harrell

Task Leader: Public Involvement | Quest

### Education

BS, Business Management, University of Phoenix, 2011

### Years Experience

24

(P) 352.257.1651 (E) Karen.Harrell@qcausa.com



Ms. Harrell is a veteran communications professional with more than 24 years of experience in community engagement, public affairs and customer relations. She is experienced in developing communications strategies that effectively connect with a diverse cross-section of the community spectrum. Her background encompasses serving state and local public sector agencies, providing government relations, media relations, public meeting and special events coordination, issues mediation, public speaking and partnering facilitation. She has been praised for her crisis communications, conflict resolution skills and instilling calm and confidence in those around her during pressure situations. Ms. Harrell provides public involvement services to Quest clients by relaying information and resolving issues between residents, businesses, motorists, local agencies, and the project teams. She keeps the public informed of what is being done on the projects and why, which has helped maintain a positive relationship between the communities and the project teams.

### Project Experience

#### Project Communications & Branding, City of Gainesville Public Works

*Project Manager:* Ms. Harrell leads the Quest team in the creation and implementation of marketing, branding, creative, video, website, and photography services for four Public Works Department projects going on in the east section of the city. Additional tasks include creation of a Communication Plan, distribution of project material and database maintenance.

Overland Bridge Replacement Project – Public Information Officer Jacksonville, FL, *FDOT District Two Public Information support*

J. Turner Butler / I-95 Interchange Project Jacksonville, FL, *FDOT District Two Public Information support*

#### SR A1A (3rd St.) from Seagate Ave. to Beach Blvd. City of Jacksonville Beach, FL, *FDOT District Two*

Ms. Harrell developed the Department's Community Awareness Plan and oversaw public involvement activities for the FDOT design project in the City of Jacksonville Beach.



## Derek Wainscott, PE

Task Leader: GEC/Program Management | Pond

### Education

BSCE, University of Florida, 1997

### Registration

Professional Engineer, FL # 58205

### Years Experience

24

(P) 386.366.3727 (E) Derek.Wainscott@pondco.com



Mr. Wainscott is a professional engineer with more than 24 years of experience in development planning and design, project review, and quality control; utility standard rules, details, and utility project design; permitting, budgeting, and consultant management; project coordination, and other general engineering experience. He has experience conducting a wide array of project types, including development stormwater modeling, municipal utility systems retrofit, design and management of water and wastewater treatment facilities retrofits; municipal, industrial, and commercial site development plan review; as well as transportation analysis, roadway design, subdivision design, and land planning.

### Project Experience

Miscellaneous Engineering Services, *City of Lake Helen\**  
**Project Manager:** Working with the City Administrator on all aspects of Lake Helen's engineering needs. Projects vary from sidewalk design, funding acquisition, cost estimating, bidding services, presenting to the commission, water management water use permitting, roadway assessment, watermain modeling, pavement repairs, and stormwater assessment.

Virginia Drive Pavement and Water Main Replacement, *City of Lake Helen\**  
**Project Manager:** Provided design for pavement and unsuitable material removal and replacement and support for federal grant funding due to damage from Hurricanes in 2017, 2018. Designed the water main upgrades along two roadways and provided permit, bidding, and construction administration review and inspection support.

Glencoe Water Treatment Plant (GWTP) Filter Upgrade, *Utilities Commission, City of New Smyrna Beach (UCNSB)\**  
**Project Manager/Civil Engineer:** Coordinated consulting services for the upgrading and replacement of the GWTP filter systems. Managed construction inspections, shop drawing review and acceptance, coordinated the delivery of materials, the permitting, and approval. Prepared the bidding documents, coordinated recommendations for Commission approval. Conducted daily site inspections during construction and coordinated with the water production operators to continuously produce water during construction.

Lift Station 19 Reconstruction, *UCNSB\**  
**Project Manager/Civil Engineer:** Coordinated consulting services for the design and construction for the reconstruction of a 45 HP lift station adjacent to environmentally sensitive areas. Managed the permitting and approval and conducted the bidding. Coordinated recommendations and secured commission approval. Coordinated the removal of liquid fuel in favor of natural gas to eliminate potential fuel spills into sensitive areas. Orchestrated the by-pass pumping and residential concerns during construction. Managed shop drawing review, plan review, contract management, pay request processing, and all other construction-related administration.

Airport Road Phase 1A, 1B, and 2, A County Roadway Project, *City of New Smyrna Beach*  
**Project Manager:** Completed the design, permitting, construction administration of a major arterial roadway within the Venetian Bay Subdivision in New Smyrna Beach, Florida. Venetian Bay is a 1400 acres, 1800 residential unit and commercial tracks located west of Interstate 95 and North of S.R. 44. The project design included schematic plan review, roadway improvements, stormwater modeling, utility modeling, storm piping design, and traffic modeling. Conducted the permitting through several federal, state, and local agencies including, New Smyrna Beach, County of Volusia, SJRWMD, and the USACE. Construction administration included shop drawing reviews, draw requests, site coordination, responses to requests for additional information, and certifications of completions.

\*denotes previous experience





## Pete Sheridan, III, PE

Task Leader: CEI | VIA

### Education

BS, Civil Engineering, Florida International University, 1994

BS, Mining Engineering, West Virginia University, 1985

### Registration

Professional Engineer, Florida #45993

### Years Experience

35

(P) 904.735-5174 (E) psheridan@via-cs.com



Pete Sheridan, PE is an accomplished professional engineer with over 35 years of engineering experience. He offers broad-based experience in the design, funding and construction administration of multi-million dollar projects for governmental clients and public/private partnerships. His diverse experience includes highways and bridges, airports, streetscaping projects, mixed use developments, parks projects and marina projects. Mr. Sheridan's construction engineering experience includes construction management of highways, bridges, site development, and railroad work: including but not limited to asphalt and concrete paving, earthwork, drainage, utilities, landscaping, erosion control, MOT, geotechnical analysis, pile installation, structure demo, MSE Wall and concrete structure work. He has technical expertise in schedule analysis and construction cost estimating.

### Project Experience

CR 159 (Salem Rd.) over Swamp Creek Bridge

*FDOT District 3*

*Senior Project Engineer:* \$5.8M bridge reconstruction project which includes the complete demolition of the existing bridge and construction of a new 243' two-lane concrete bridge with 7 total spans and 24" diameter steel pipe piles. The project also features a temporary bridge detour using an ACROW bridge, roadway reconstruction and resurfacing, drainage improvements, wetland impacts, utility adjustments, signage, and pavement markings.

RiversEdge Phase 3 CRA/CDD Projects

*City of Jacksonville*

*Senior Project Engineer:* \$40M public/private partnership project between the Downtown Investment Authority, the City, and the Developer for the redevelopment of this 32 Acre Brownsfield Development site. The project consists of new roadways, water, and sewer utility systems including a new lift station, underground electrical and communication infrastructure, storm drainage system, lighting, and signage. The project also includes the development of 4 new public parks including a new riverwalk, marshfront park as well as 1255 LF of nature boardwalk and 1650 LF of new overland trails.

SR 200 (US 301) from Bradford County Line to North of CR 218, *FDOT District 2*

*Senior Project Engineer:* \$17.6M concrete pavement test section project which is the largest test section roadway in the southeast United States. The improvements under this contract consist of two new northbound lanes with fifty-two different concrete pavement sections for the Florida State Materials Office (SMO) to perform and monitor pavement performance testing and results. The project also consists of milling and resurfacing, base work, concrete paving, drainage improvements, traffic signals, lighting, highway signing, guardrail, and other incidental construction.

RiversEdge Phase 2 CRA/CDD Projects

*City of Jacksonville*

*Senior Project Engineer:* \$4.5M public/private partnership bulkhead project between the Downtown Investment Authority, the City, and the Developer for the redevelopment of this 32 Acre Brownsfield Development site on the St. Johns River. The project included the removal of existing flume walls and sheeting, installation of approximately 1,300 LF of epoxy coated seawall sheeting, and approximately 400 LF of rubble revetment over an underground high voltage JEA subaqueous electrical crossing. The project also included the construction of a new concrete seawall cap, earthwork backfilling, and minor drainage improvements.

## Subcontractors

Pond will be the primary point of contact for Nassau County. To complement our Project Team, we have chosen highly qualified subconsultant firms based on their experience in Nassau County, previous teaming experience with Pond Staff, and experience with projects with similar considerations. Below is a brief bio of each firm, along with their role on the project.



**TRAFFIC DESIGN.** Peters and Yaffee is a minority owned and certified DBE in Florida professional services consulting firm providing comprehensive professional engineering design in the fields of Traffic and Transportation Engineering. Clients consist of state, city and county municipalities, developers, architects and other engineering firms. Peters and Yaffee has completed the design of over 37 projects in Nassau County since 2010.



**SAFETY STUDIES & UTILITY COORDINATION.** Element Engineering Group, LLC (ELEMENT) has served the engineering needs of public- and private-sector clients since 2006 in the areas of utility coordination, transportation engineering, structures, utilities, civil, and survey. ELEMENT has been the FDOT District 2 LAP Design team since 2015. Their efforts focus on providing quality services while maintaining high ethical standards with regard for the public, community, and the environment.



**SURVEY & SUE.** DRMP, Inc. is a privately-held and employee-owned firm striving to provide each of their clients with comprehensive professional and technical expertise to develop innovative solutions for a wide range of projects. Their mission is to achieve excellence in surveying, civil engineering, planning, environmental sciences and construction inspection services; to meet our clients' goals and objectives. DRMP has provided survey, SUE and utility coordination on Pond projects since 2006.



**GEOTECHNICAL ENGINEERING.** A full service geotechnical consulting firm, EGS provides geotechnical designs, geophysical surveys, contract drilling, Temporary Traffic Control (TTC) / Maintenance of Traffic (MOT) services, and advance geotechnical laboratory testing services. Their staff has extensive experience in working with clients to facilitate the cost-effective investigation, as well as the engineering design and construction of all aspects of a project requiring these services. EGS currently has the highest geotechnical design grade averages for FDOT District 2 and District 3, and has also worked on complex geotechnical and permitting projects for FDOT Central Office, District 5, and District 7. EGS has been providing professional services since 1992.



**CEI.** VIA Consulting Services, Inc., is a Certified DBE, MSE, JSEB, Veteran-Owned and FDOT Prequalified Consulting Firm founded in 2010 providing employees with expertise in Construction Engineering and Inspection (CEI). Their services include construction management, contract administration, inspection, constructability reviews, schedule analysis, and administration. The company's Principals combine extensive government, business, and academic experience in providing public and private clients with quality professional service for the successful completion of projects within established budgets and time schedules.



**PUBLIC INVOLVEMENT SUPPORT.** With more than 26 years' experience, Quest is a disadvantaged and woman-owned business enterprise and the leading transportation communications provider in the state of Florida. They provide unmatched depth and breadth of experience, and a team of professionals who are experts at building relationships needed to ensure project awareness and support. Quest's local team is prepared to support public meetings and our Technology Division has implemented multiple successful virtual public outreach activities. With 80 associates around the state, Quest has the resources to staff in-person and hybrid public meetings of all sizes.



## Project Team Capabilities

An overview of our team's ability and capability to perform the services noted in the RFQ, as well as the necessary support services that are not listed is provided in the following table. We have developed a team that not only looks at what services they can provide, but also availability of staff and building in redundant services to handle multiple tasks simultaneously. In addition to the capabilities noted in the table, DRMP can also provide design services if the need arises. While not explicitly required in the RFP, Pond has established relationships with Right-of Way(R/W) Acquisition firms that can assist the County with estimating R/W costs during the planning and concept phase, prepare and negotiate R/W and easement takes, and facilitate closings and R/W certification.

SERVICES PROVIDED BY TEAM MEMBER	Pond	Peters & Yaffee	Element	DRMP	EGS	VIA	QUEST
Architectural	■						
Road Design	■	■	■				
Bridge / Structural Design	■		■				
Pavement Design	■	■	■				
Drainage / Stormwater Design	■	■	■				
Maintenance of Traffic	■	■	■				
Signing and Markings	■	■	■				
Lighting Design	■	■	■				
Signal Design	■	■	■				
Guardrail Design	■	■	■				
Multiuse/purpose trail and recreational facilities Design	■	■	■				
PD&E and/or PE Studies	■		■				
General Engineering Consulting (GEC)	■	■	■	■	■	■	■
Environmental Services	■				■		
Traffic Safety Studies and Design	■	■	■				
Transportation Planning Studies & Modeling	■	■					
Right-of-way and Traffic Engineering	■	■					
Construction Engineering						■	
Construction Supervision & Administration							
Preparation of Plans and Specifications	■	■	■				
Construction Management						■	
Advising on Acquisition, Improvement, or Operation of County Facilities	■						



	Pond	Peters & Yaffee	Element	DRMP	EGS	VIA	QUEST
Public Engagement and Involvement	■						■
Bid Package Preparation/Assistance	■	■	■			■	
Post Design Services	■	■	■	■	■		
<b>SUPPORT SERVICES BY TEAM MEMBER</b>							
Control and Design Survey				■			
Subsurface Utility Exploration (SUE)				■			
Utility Coordination	■		■				
Site Design for Vertical/Building Construction	■						
Design Build Criteria Package Development	■						
MEP	■						
R/W Mapping				■			
Geotechnical Services					■		
Constructability Reviews	■					■	
LAP Coordination			■				
GIS Mapping Services	■			■			

### Firm’s Ability to Provide Quality, Cost-Effective, CEI Services

We have created a team of highly capable subconsultants including Via Consulting to provide CEI services for this contract. We understand the importance of quality, cost effective, CEI services as related to the types of projects and tasks that may fall under this Contract. Via Consulting team members are well versed in every facet of construction management and roadway construction. Through effective constructability and biddability reviews, VIA can manage complex construction projects by seeing and resolving potential issues before they become costly delay claims and change orders. Collectively, the VIA Team has successfully managed hundreds of similar projects for multiple agencies providing quality projects to the client and its citizens, on time and within budget. This continued success comes from a strong understanding of the Construction Engineering and Inspection process and the ability to implement those processes.



## Innovative Technology-Based Capacities and Examples

Technology is an integral part of our project delivery. We perform our design utilizing CADD software, custom spreadsheets, and specialized programs for analyses such as drainage, signing, roadway geometry, and structures. Technology ensures that we use the most current methodologies in both design and production and therefore provides important contributions to quality but also incurs additional responsibility in pursuit of quality due to its technology's ability to make errors more difficult to identify while also being able to duplicate errors multiple times if left unidentified.

### Quality Control

Pond's Quality Management System utilizes several methods to address quality in electronic delivery. First, we utilize software validation to verify new and updated software. This involves utilizing established "test cases" that have been thoroughly checked for expected results for each software program that we use. As new versions of analysis programs are released, we run the test cases in the updated software to ensure that the results match the verified test case. This provides confidence that new software versions perform as expected. We also use technology to verify plan integrity. Utilizing Bluebeam software, in the checking process, we overlay previous versions of drawings with the newest version of the same drawing. This overlay mode highlights in color those areas which have changed between the two files, allowing the EOR and Designer to verify that only those changes intended to be incorporated have been made to the drawing.

### Document Management

Another technology platform that Pond uses to ensure file version integrity and establish project documentation is AutoDesk BUILD. The AutoDesk BUILD platform allows us to send and receive large file submittals and stores project emails in the project record. The software is integrated into our Microsoft Outlook program and our document creation software like AutoCAD and REVIT, ensures that every version of our design files sent or received is readily accessible and can be retrieved by keyword search. The system also actively manages version control for the different phases of design submissions and versions of bid phase documents. During construction, AutoDesk BUILD can track receipt and responses to RFIs and Shop Drawing Submittals. The AutoDesk BUILD Submittal review platform can send reminders and reports to all parties, allowing full transparency of the status of the construction review pipeline.

### Public Outreach

Social Pinpoint has become an essentialThis digital platform allows us to set up a dedicated website for a project, where general project information can be shared, including videos and project documents. An online public survey is included so the community can ask specific questions of the design team. An interactive mapping tool is also provided so that the community can point out specific concerns with detailed comments about projects. Our online outreach efforts have proven to be very successful and in fact, have garnered more meaningful, and a greater quantity of input, than traditional, in-person public meetings. These on-line tools can be used in conjunction with in-person meetings as well.

*Example: We utilized Social Pinpoint on our West Tampa CRA Parking Study in conjunction with in-person public meetings.*

### Virtual Design and Construction (VDC) Lab

Pond has a dedicated VDC Room to provide collaboration space for project teams to utilize all the digital tools available to them in one space, including Bluescape, Navisworks, BIM Models, Project Files, Bluebeam, and VR Walkthru Technology. The Room includes a large video wall to display multiple applications and project images at the same time. This technology separates Pond from its competitors in allowing clients the ability to visualize their projects in a more realistic setting and enables better understanding of the objectives of our design solutions.

*Example: Pond worked with Georgia Highlands College (GHC, pictured below) in the VDC Lab. GHC was able to visually walk through their space and see details that normally wouldn't have been available on 2D drawings and renderings.*



Pond's VDC Lab



## Microstation OpenRoads (ORD)

We are engaged in Bentley's software transition from Microstation (with Geopak) to the OpenRoads software, which is a comprehensive and fully functioning design application for surveying, drainage, subsurface utilities, and roadway design. Pond has been using OpenRoads Designer (ORD) for the past 18 months and is definitely ahead of other consultants in rolling out this new software. We currently have roundabout projects, trail projects,

road realignments, and a bridge replacement project in design using ORD and will use this experience to expedite production with this new software. However, we also have the experience to work in previous design software if the need should arise.

*Example: The Nassau County CR 108 safety improvements project from Bay Road to Middle Road is one project that used Microstation ORD for Design and Bluebeam for Quality Control Reviews.*

## Knowledge and Compliance with State and Local Laws

Pond has over 50 years of experience working with different municipal, state, and federal standards for road, bridge, stormwater, environmental, and all types of construction. We pride ourselves on delivering a quality product that is cost-effective and buildable. Our Project Manager and key staff have extensive experience with FDOT, AASHTO, and local design manuals and guides. Pond plans to use its expansive knowledge of these design guidelines to deliver the most appropriate design to meet the County's needs. We also plan to use our lessons learned on similar projects to offer value added alternatives early that may provide an opportunity for a safer, more efficient, and cost effective design. Our corporate background in DOD and other government and private work provides experience in producing bid plans that provide effective integration of plans, notes, and specifications, which is critical when applying innovative solutions.

The following list of manuals, guides, and documents will be utilized when establishing scope, schedule, and budget. We will use the most appropriate document based on the scope, funding source, and reviewing agency when establishing design criteria and developing solutions to issues.

FDOT	AASHTO & FHWA
<ul style="list-style-type: none"> <li>• FDOT Design Manual (FDM)</li> <li>• FDOT Standard Plans</li> <li>• FDOT Specifications</li> <li>• FDOT Design Memos</li> <li>• Florida Greenbook</li> <li>• FDOT Drainage Manual and Handbooks</li> <li>• FDOT Pavement Design Manuals</li> <li>• FDOT CADD Manual</li> <li>• FDOT Structures Manual</li> <li>• FDOT Utility Accommodation Manual</li> <li>• FDOT Construction Project Administration Manual (CPAM)</li> </ul>	<ul style="list-style-type: none"> <li>• AASHTO Green Book</li> <li>• AASHTO LRFD Bridge Design</li> <li>• AASHTO Roadside Design Guide</li> <li>• AASHTO Low Volume Roads Guide</li> <li>• AASHTO Highway Safety Manual</li> </ul>
	LOCAL AGENCIES
	<ul style="list-style-type: none"> <li>• County Ordinances</li> <li>• City Ordinances (when applicable)</li> <li>• Zoning Ordinances</li> <li>• Master/Comprehensive Plans</li> <li>• Discipline Checklists</li> </ul>

Pond follows FDOT guidelines for all CAD files and plan production efforts. Not only is this the accepted standard within the engineering community, this also allows the County to apply for FDOT funding if the opportunity arises.

## 4. Project Understanding, Approach, and Schedule

## Project Understanding, Approach, and Schedule

### Proposed Design Services

Pond has over 35 employees in Florida encompassing a variety of disciplines including Architecture, Landscape Architecture, Civil Engineering, Transportation Planning, Bridge Design, Roadway Design, Community Planning, and Environmental Services. With all these services under one company, we are better able to utilize each other's strengths and collaborate on projects. This is a benefit to Nassau County in that we are essentially a one-stop shop.

We have supplemented our in-house capabilities with qualified subconsultants. Collectively, our design team experience has ranged nationally across multiple states and local jurisdictions – but our primary focus has been on Florida Municipalities and State Agencies. Pond currently holds on-call continuing services contracts with 12 Florida state and municipal agencies. We understand the budget limitations for public funding and focus on enhancing the efficiency, dependability and maintainability of all County facilities. Our team has extensive experience working with clients to improve and update facilities while providing flexibility for future needs.



### Pond Team Services

- Architectural
- Road Design
- Bridge / Structural Design
- Pavement Design
- Drainage / Stormwater Design
- Maintenance of Traffic
- Signing and Markings
- Lighting Design
- Signal Design
- Guardrail Design
- Multiuse/purpose trail and recreational facilities Design
- PD&E and/or PE Studies
- General Engineering Consulting (GEC)
- Environmental Services
- Traffic Safety Studies and Design
- Transportation Planning Studies & Modeling
- Right-of-way and Traffic Engineering
- Construction Engineering
- Construction Supervision & Administration
- Preparation of Plans and Specifications
- Construction Management
- Advising on Acquisition, Improvement, or Operation of County Facilities
- Support Services
  - » Control and Design Survey
  - » Subsurface Utility Exploration (SUE)
  - » Utility Coordination
  - » Site Design for Vertical/Building Construction
  - » Design Build Criteria Package Development
  - » MEP
  - » R/W Mapping
  - » Geotechnical Services
  - » Constructability Reviews
  - » LAP Coordination
  - » GIS Mapping Services



## Project Management Plan

Our team will be led by Tabatha Carlton, PE, who has a long history designing and managing projects. She will ensure that the County is her highest priority. She has extensive experience in designing and managing projects for numerous municipalities and understands the need to meet with Nassau County staff and Commissioners, as needed, to discuss this project. She understands that as contract manager she must represent the interests of Nassau County first and foremost.

Pond implements a strong management plan for every project. Our management plan focuses on six key elements necessary for a successful project:

**Scope:** For scoping, we ensure that everyone on the team understands their roles and responsibilities through organizational charts and scoping meetings. We will begin with a thorough scope meeting with Nassau County to ensure that all team members are on the same page.

**Schedule:** The schedule, including deliverables and milestone dates, is established during the project kick-off and reviewed monthly.

**Budget:** The budget is tracked through internal project controls and summarized on the monthly progress report submitted to the County.

**Risk Management:** The key to risk management is to identify potential risks to the project's success early and develop ways to mitigate these risks. In addition to the team's personal experience, we will also explore our corporate Knowledge Exchange database for potential risks.

**Communication/Coordination:** Communication and coordination efforts include internal staff, County staff, and external stakeholders. A communication plan will be developed for this project that identifies the team and stakeholders and defines when and how often they will be communicated with.

**Quality:** We will ensure a quality product through the implementation of a Project Specific Quality Control Plan. Our QA/QC process is further discussed in Tab 5.

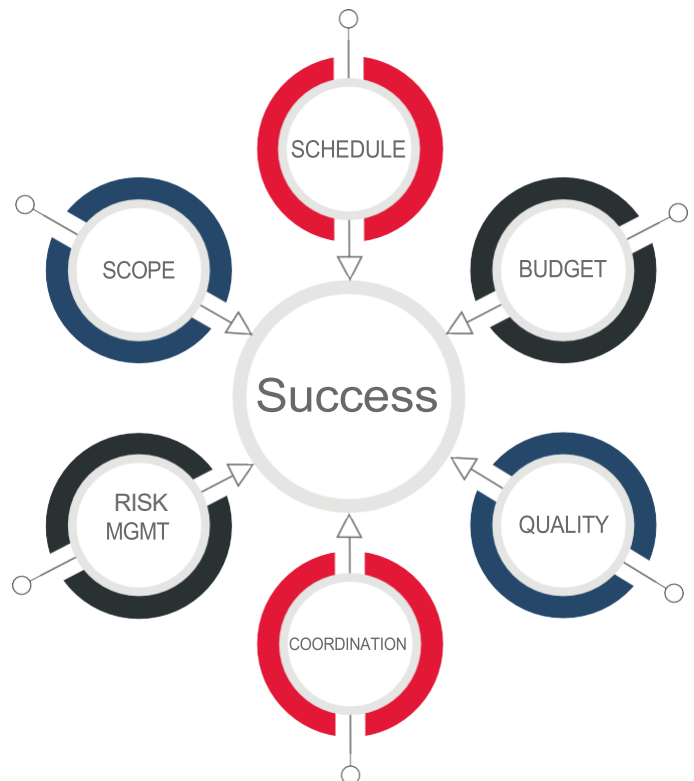
## Management Tools

Pond provides several "value added" management software tools to our staff to assist with tracking and maintaining key management elements: Microsoft Project, AutoDesk BUILD, and the PM (Project Manager) Performance Dashboard (PRIME). Pond utilizes *Microsoft Project* to develop and track schedules for the variety of projects that are occurring simultaneously. This software allows the PM to input the tasks necessary to complete each phase of the project and then dynamically track and modify those tasks as the project progresses. This ability to have real-

time information allows Pond to keep Nassau County updated on the effects that modifications to the scope of the project will have on the project schedule. This tool also assists the PM in identifying critical path tasks and preemptively spot periods that require additional resources.

AutoDesk BUILD allows Project Managers and other team members to track multiple projects and receive real-time information. It allows storage of project files and documents with internal and external team members having controlled access to various levels of information. In addition, emails and drawings are stored in AutoDesk BUILD and archived. Finally, it provides an easy way to transfer information that is too large for emails or multiple recipients that require information. Nassau County is assured that project data is organized and readily accessible.

Pond's *PM Performance Dashboard* (PRIME) provides interactive real-time information regarding the budget of the project. This program allows the Pond PM to have accurate budget information to pass on to Nassau County. Through incorporation of the negotiated fee and hourly rates for personnel classifications, the PM is able to spot any potential pitfalls to the task order's budget. This forward-looking information allows Pond and Nassau County to proactively manage the budget.





## Interpretation of Scope and Method of Approach

Our approach to on-call services is to be responsive, plan thoughtfully, and execute thoroughly.

We have worked with many counties and municipalities and understand that flexibility is key in each of these steps.

**Responsive Action:** We understand that questions and concerns arise that need quick attention. Our office in Jacksonville provides quick access to Nassau County to observe conditions or attend meetings. Our design staff are also close at hand for same day response, when needed. We will engage the County immediately upon commencement of each task order and contact the key team members that will be involved and schedule a face-to-face meeting with County staff. It is beneficial to ensure we understand the goals and objectives of the project, and our clients understand who will be performing the work. Creating a good working relationship is our goal.

**Thoughtful Planning:** This crucial step is where we team with you to determine how to address the County's needs most effectively. It starts with active listening to hear and understand your needs, after which we will suggest a course of action. In defining an appropriate course of action, we will be asking ourselves several questions, including

- How precise of an answer is needed for this decision?
- How important is quick action or low cost in developing this solution?
- How important are those factors in implementing the improvement itself?
- Who are the key decision makers and what do they need to make an effective decision for the County?
- How do established County Policies or standards affect this decision or project?

**Thorough Execution:** It is important to provide a thorough response within the context of the project or task. A thorough response does not mean to overuse resources to provide extreme detail in all responses. What it does mean is to provide the appropriate level of response needed to address the County's questions or concerns. It may include providing a robust technical evaluation within the cost, time-frame, and level of detail agreed upon with the County. Depending on the nature of the task order, one of the key team members may serve as the task leader or project manager. The Pond Contract Manager will then select the best available experts to lead the many aspects of the project. During the life of the task order, we will provide

monthly progress reports to track progress and budget. This will be supplemented with weekly or bi-weekly phone calls/emails updating the County project manager on the status and any areas of concern. Our team will also provide a rolling action item list, so the County and our team knows who is responsible and any time sensitive tasks.

### A Typical Task Order

We understand that the TWOs under this contract can vary from traffic studies, such as a signal warrant study to roadway widening projects. While no two task orders are the same, there are common elements to most TWOs that should be addressed in order to provide effective service.

**Scoping:** As soon as we get the call from Nassau County for support on a TWO, we will *gather all available information*; including aerials, on-line GIS data, traffic data, pavement information, as-built plans, safety studies, and other reports, R/W maps, utility information, and a list of potential stakeholder contacts. We will utilize this data, along with any available scoping reports, to *perform a field review and determine additional data collection needs* or scope modifications. The Contract Manager, Ms. Carlton, will review this data and assign the appropriate team to the TWO and prepare a fee estimate. To expedite fee discussions and minimize the County staff's time, the Pond team will have agreed upon hours/unit for all firms for each task in the FDOT standard staff-hours spreadsheet.

**Preliminary Design:** After NTP, Pond will *develop the design criteria* for the project and *kick-off data collection*; such as survey and geotechnical. During this phase, we will utilize available topography or aerials to prepare preliminary plan sheets to *submit to the Utility Agency/Owners (UAOs) for "green line" markups*. We understand that after survey, geotechnical, and utility data is collected, there may be additional improvements that need to be considered and will coordinate these with County staff. Potential alternatives to address the needs of the project will be further refined and evaluated. The application of innovative solutions will be considered and common performance metrics will be used to evaluate and compare alternatives. We will *prepare a design report* that addresses adherence to the design criteria, safety and ADA issues, drainage issues and solutions, potential design variations or exceptions, and probable construction cost. Where applicable, input from community and agency stakeholders will be sought early in the process.

**Design/Production:** The design phase starts with the preparation and approval of the Design Report. Project cost will be monitored continuously and the Engineer's Estimate will be updated at each phase submittal or if there is a major change in the scope of the project. Once plan production is complete,



we will prepare the *Specifications Package* and submit *Construction Documents* utilizing digital delivery for the *Ad Package* and *Letting*.

Post Design: Even after the project has been let, the Pond team will continue to be active in the project during construction by attending the Pre-Construction and progress meetings as needed, reviewing shop drawings, and responding to Request For Information (RFI) documents from the contractor. We understand the importance of reviewing and addressing RFI's in a timely manner to keep the project on schedule. *Pond commits to responding to all RFI's within 24 hours of receipt.*

## Developing and Refining Cost Estimates

Cost control is another key component to success whether on a major roadway project or a minor task. We design projects by starting with the end in mind and focusing on the end product – effective design plans and an implemented solution that meets the design needs while providing an asset to the community.

Every project expends costs and time during both the design and construction phases. These costs of time and money are most effectively controlled or eliminated upfront during the preconstruction procurement phase by utilizing effective scheduling control, constructability review, and value engineering. Our team has experience developing planning level construction cost estimates through pre-bid estimates utilizing an established process. Immediately after project kick-off, we will develop or review the construction cost estimate. We will then update this cost estimate at each submittal, as well as whenever there is a major design change. At the beginning of the project, we will utilize a higher percentage for project unknowns. The project unknown percentage will decrease as we develop the design and add additional pay items and quantities.

Once the project moves into the construction phase, the best way to minimize cost overruns is to address all potential issue in design and prepared accurate quantities. This is reviewed and monitored during each submittal with constructability reviews. The constructability reviews will verify that all work items (removal, reset, construct, etc.) are covered by a pay item and the corresponding specification. The final constructability review will include a “plans-in-hand” review to identify any changes in existing conditions that may have occurred since project kick-off and survey was completed.

Over the past 3 years, we have seen sharp increases in unit cost for some pay items which has caused bids to come in higher than anticipated. We will mitigate this by using the 6 month rolling area averages from FDOT. We will then compare these unit costs to recent bids within the County and the surrounding Counties and adjust as needed. We will also leverage our CEI team's relationships with contractors to assist in identifying those pay items that have high volatility. We have also started including an “inflation” percentage on construction cost estimates and will continue to do so until construction costs stabilize.

## Methods to Ensure Prompt Service, Satisfaction, Resolution, Performance & Training, & Timeliness

As described earlier in our Project Management Plan, Budget, and Schedule sections, we have numerous methods and tools to ensure prompt service, client satisfaction, and a quality performance as can be seen in our FDOT project grades and project awards. Pond's Quality, Management and Schedule scores on recent FDOT District 2 projects average is 3.8, which is above the District's average. In addition to receiving high marks on FDOT projects, Pond is proud to have been involved in numerous award winning projects. We take great pride in bringing our clients the most innovative designs possible while delivering exceptional projects.

Prompt service and timeliness can be tied to the development and execution of a detailed Project Schedule. Satisfaction can be seen in the number of repeat clients Pond maintains. Client satisfaction can be directly linked to our Responsiveness. Resolution of project issues is dependent upon strong communication efforts and collaboration. Our performance scores, as well as identifying training needs, are tied to Quality Control processes and reviews.



## Project Schedules

A design schedule including all the deliverables and submittals will be outlined in the Scope of Services for each task. The following schedule/task outlines are provided for typical traffic/safety reports and a typical roadway design project. We commit to have a task scoped and fee prepared with 2 weeks of initial request by the County

### Typical Study or Report

- I. Task Initiation
  - a. Scoping (3 days)
  - b. Establish Team (2 days)
  - c. Fee Proposal (1 week)
  - d. NTP
- II. Data Collection (if needed)
- III. Report Preparation
  - a. Analysis & Report Preparation
  - b. First QC Review
  - c. Preliminary Submittal
  - d. County Review
  - e. Respond to Comments and Revise Report
  - f. Second QC Review
  - g. Final Submittal
  - h. County Review and Approval

### Typical Design project

- I. Task Initiation
  - a. Scoping (3 days)
  - b. Establish Team (2 days)
  - c. Fee Proposal (1 week)
  - d. NTP
- II. Data Collection (if needed)
  - a. Survey
  - b. SUE
  - c. Geotech
  - d. Environmental/Permitting
  - e. Utility Coordination
- III. Phase I (30%) Plans or Concepts (may be skipped when warranted)
  - a. Prepare Plans/Concepts
  - b. QC Phase I documents
  - c. Submit Phase I documents
  - d. County Review

- IV. Phase II (60%) Documents and Plans
  - a. Respond to Comments and Revise documents
  - b. Prepare Phase II Plans
  - c. QC Phase II documents
  - d. Submit Phase II documents
  - e. County Review
- V. Phase III (90%) Documents and Plans
  - a. Respond to Comments and Revise documents
  - b. Prepare Phase III Plans
  - c. QC Phase III documents
  - d. Submit Phase III documents
  - e. County Review
- VI. Phase IV (100%) Documents and Plans
  - a. Respond to Comments and Revise documents
  - b. Prepare Phase IV Plans
  - c. QC Phase IV documents
  - d. Submit Phase IV documents
  - e. Obtain or prepare clearance documents (Utilities, Permits, R/W, etc.)
  - f. County Verify all comments have been addressed
- VII. Final (IFC) Documents and Plans
  - a. Prepare Specifications (and Bid Tabs in needed)
  - b. Prepare Final Plans
  - c. QC Final Plans and Specifications documents
  - d. Sign & Seal and Submit IFC plans and documents
  - e. Initiate Bid/Letting Process

## Collaboration

Our team brings excellence in project management, programming, design, construction documentation and administration, as well as a repeatedly demonstrated ability to coordinate closely with project consultants. This integration and collaboration minimize project changes that would otherwise cause delays and increased costs. We are also experienced at collaborating closely with construction professionals during pre-construction and construction phases of work to integrate their work processes and schedules with the work processes and schedules of the entire team.

## Quality Control

The goal of Pond's Quality Management System (QMS) is to convert Customer Needs into Customer Satisfaction by providing a Quality product which meets client objectives. Additionally, we will design a safe and effective facility, that can be constructed on schedule and within budget. Plans checking is often the most visible part of the Quality Management process, but our QMS includes much more than checking. Pond's QMS encompasses a thorough, integrated approach to Quality which engages: 1) Our Process, 2) Our Technology, 3) Our People, and 4) Our Culture.



## Process

### Project Kickoff

Based on our Project Management Approach described in Tab 4 of this proposal, at the start of a project, a Project Management Plan (PMP) is developed to formally document the work plan for the project. The PMP is an important tool for communication among team members and the client, and it is a critical first step toward mapping out a strategy for successful delivery. Potential Project Risks are identified in the Project Management Plan along with proposed mitigation strategies to minimize the possible impacts to schedule or budget. Examples of these risks include potential utility conflicts, stakeholder issues, or R/W needs. By identifying risks and developing mitigation strategies at the beginning of the project, all team members are made aware of the issues and will be prepared to address them early in the design where the cost and schedule impacts are smaller compared to finding out about them in later phases or in construction, where addressing them can affect the project in both time and money. Another key aspect of the PMP is identification of individual and team responsibilities for QA/QC. The submittal schedule is established in the PMP, which clearly blocks out dates for internal plan reviews.

We will prepare a PMP for the entire contract and then provide a one to two page document for each task that outlines, the task team leader, disciplines required, key issues/risks, technical quality control reviewers, and schedule milestones that outlines deliverables/submittals.

### Submittal Reviews

The preliminary design submittal is a critical opportunity for our team, Nassau County, and other approval agencies to confirm initial agreement on design direction, project milestones and standards. It is also an opportunity for our cost estimator to gauge if the design is in line with the construction budget.

The 60% design review provides an opportunity to review constructability and bid-ability issues with the contract documents. Particular attention is paid to verifying that the design is following the agreed scope and is responding to the identified critical success factors. Specific attention is paid to reviewing the clarity of the verbiage in the plans and specifications. It also focuses on several other issues:

- Is construction cost in line with available budget?
- Do methods and technologies represent state-of-the-art techniques for which proven construction methods exist?
- Is sufficient information available regarding subsurface and hydrographic conditions?
- Are there other potential unknowns that need to be clarified in the documents?
- Are site conditions fully described?

Once the design has advanced to the 90% stage, a comprehensive constructability review, which concentrates on the clarity, completeness and consistency of pre-final design documents, is conducted. The pre-final review will focus on such questions as:

- Is there effective coordination of documents among all disciplines in the project (e.g. civil, structural, etc.), and are the design drawings consistent with bid specifications?
- Do bid documents include adequate information and clear instructions to allow bidders to price the work in a competitive manner, without incorporating factors for unknown risks?
- Are clear and adequate contract provisions included for conditions that could result in change orders due to lack of sufficient information?
- Are plans fully compatible with actual conditions?

## 5. References



## References

### New Public Works Facility

*Client:* City of Palm Coast

*Contact:* Carl Cote

*Address:* 1 Commerce Blvd, Palm Coast, FL 32164

*Phone:* 386.986.3730

*Email:* CCote@palmcoastgov.com

*Description of Services provided:* Pond is working with the City of Palm Coast to design its new Public Works Facility.

Pond's services include master planning the full development, designing the full complex to 50%, and then designing the Phase 1 facilities to 100% and then administering the contract for construction. The new facility size will encompass office/support areas of 11,705 SF, shop areas of 51,030 SF, enclosed heated areas of 1,408 SF, covered areas of 40,093 SF, and exterior areas of 113,684 SF.

*Performance Period:* 2020 - Ongoing

*Total Contract Value:* \$3.5M (\$22M Const. Value)

### UCNSB Western Utility Complex Master Plan

*Client:* New Smyrna Beach Utilities Commission

*Contact:* Julie Couillard

*Address:* 200 Canal Street, New Smyrna Beach, FL 32168

*Phone:* 386.424.3019

*Email:* jcouillard@ucnsb.org

*Description of Services provided:* Pond is providing Master Planning, Civil and Architectural Design for this 100-acre site in New Smyrna Beach, Florida. The first phase was master planning which included civil and environmental assessments, rezoning and extensive coordination with stakeholders. The second phase will include the design for the Fleet/ Generation Maintenance Building, Fleet Operations Building, Storage Building an Improved lot. Future projects will include a water storage facility, well facilities, gateway monuments, and other utilities.

*Performance Period:* 2020 - Ongoing

*Total Contract Value:* \$1.6M

### Continuing Services Contract

*Client:* Duval County Public Schools

*Contact:* Robbie Bumpers

*Address:* 1701 Prudential Drive, Jacksonville, FL 32207

*Phone:* 904.390.2846

*Email:* bumperse@duvalschools.org

*Description of Services provided:* As the nation's 20th largest school district, DCPS system serves nearly 130,000 students. Pond has had the pleasure of providing architectural and engineering services to Duval County Public Schools for over 20 years on numerous continuing contracts. During Pond's 20-year relationship with DCPS, services provided have included classroom additions, remodels, safety

enhancements and improvements, window replacements, re-roofing, and site improvements on over 20 facilities.

*Performance Period:* 2021 - 2025

*Total Contract Value:* \$2M (Maximum Contract Value)

### Continuing Services Contract

*Client:* City of St. Augustine

*Contact:* Reuben Franklin

*Address:* 75 King Street, St. Augustine, FL 32084

*Phone:* 904.209.4279

*Email:* RFranklin@citystaug.com

*Description of Services provided:* Traffic, Safety, and Neighborhood Studies; Mid-block crossing design

*Performance Period:* 2018-2022

*Total Contract Value:* \$150,000

### Emerald Trail

*Client:* City of Jacksonville & Groundworks Jacksonville

*Contact:* Jonathan Page

*Address:* 117 West Duval Street, Suite 335, Jacksonville, FL 32202

*Phone:* 904.255.8931

*Email:* Jonathanp@coj.net

*Description of Services:* Selected to provide concept, design, and construction assistance on multi-segmented urban trail network. Currently working on second segment.

*Performance Period:* 2019 - Ongoing

*Total Contract Value:* \$1,700,000

### Transportation Service On-Call Contract

*Client:* City of Tyrone

*Contact:* Scott Langford, PE

*Address:* 950 Senoia Road, Tyrone, GA 30290

*Phone:* 770.487.4038

*Email:* slangford@tyrone.org

*Phone:* 770.881.8325

*Email:* slangford@tyrone.org

*Description of Services:* Traffic Studies for intersections improvements and development impacts; resurfacing projects; Roundabouts

*Performance Period:* 2021 - Ongoing

*Total Contract Value:* \$800,000

## 6. Current Workload





# Current Workload

Our collective AE Team is immediately available to begin design services for Nassau County. Several of our current projects are near completion, freeing up resources that can and will be committed to this contract.

To ensure a consistent balance of project activity and staff resources, we manage staff availability using a tool developed in-house at Pond. Project Managers forecast time for every project and staff member. When a production staff member's availability forecast turns red in the chart (see example below), we know that person will be at their capacity and therefore, we will find resources elsewhere. Having a consistent team through the life of your project is a major factor in project success. Tabatha will use these project management tools to assemble the best team for the life of your project.

Current Projects				January 2023					February 2023				
Phase	Submittal Date	Project Description	Total Remaining Hours	Staff Assigned	Week 1 (1/1/23)	Week 2 (1/8/23)	Week 3 (1/15/23)	Week 4 (1/22/23)	Week 5 (1/29/23)	Week 1 (2/5/23)	Week 2 (2/12/23)	Week 3 (2/19/23)	Week 4 (2/26/23)
Task Work Orders	Ongoing	KCI D7 DW LA	333	Tais	8	8	16	16	8	8	16	16	8
Final	9/1/2023	Milton Greenway	1000	Arwin	16	16	16	16	16	16	16	16	16
				Tais	24	24	24	24	24	24	24	24	24
Constr.	Ongoing	Model Mile - Post Design	67	Christian	4	4	4	4	4	4	4	4	4
Constr.	Ongoing	FDOT D2 CR 18-Hampton Trail	100	Christian	4	4	4	4	4	4	4	4	4
Constr.	Ongoing	San Pablo Road	100	Justin	4	4	4	4	4	4	4	4	4
Final	5/19/2023	Tyrone - TO 4 - Palmetto RAB	350	Zach	20	20	20	40	20	20	40	40	40
Final	3/10/2023	Hogan Steet - DB Criteria Pkg	67	Alan			8	8	8	8	8	16	16
Concept	5/1/2023	SR 13 over Rose Creek (PD&E)	567	Justin	20	20	20	20	20	20	20	20	20
				Alan			20	20	20	20	20	20	20
Prelim.	5/11/2023	Welcome All Rd	900	Christian	20	20	30	40	20	20	20	20	20
				Kate	20	20	20	20	20	20	20	20	20
Constr.	Ongoing	FDOT I-10 @ Piddlin Creek	179	Justin			4	4	4	4	4	4	16

Individual Totals										
Available Hrs	40	40	32	40	40	40	40	40	40	40
Alan	0	0	28	28	28	28	28	28	28	36
Arwin	16	16	16	16	16	16	16	16	16	16
Christian	28	28	38	48	28	28	28	28	28	28
Justin	24	24	28	28	28	28	28	28	28	28
Kate	20	20	20	20	20	20	20	20	20	20
Zach	20	20	20	40	20	20	40	40	40	40

## 7. Technology

## Technology

### Innovative Concepts & Cost Saving Ideas

Based on recent experience, an understanding of the industry “hot buttons,” and traveling within the County and observing the conditions of the roads, sidewalk, and intersections, we offer the following innovative concepts that may be employed if applicable to the specific task.

For Design & Construction:

- Limiting the amount of survey obtained to the minimum allows us to expediate design projects by reducing the upfront survey time. Limited survey does not mean limited design. If there are any questions regarding the design in a specific area, we can request additional data be processed or verify the proposed design with a field visit and field measurements.
- We will utilize the Design Variation and Exception process to leave existing conditions, that are not creating a safety hazard, in place. An example of this would be to leave a headwall inside the clear zone when no crash history associated with this potential hazard.
- Using geofabrics to strengthen pavement or base, if poor sub-soils are found to be causing settlement or pavement failure.
- Utilize LiDAR for intersection and signal upgrades to get a head start on coordinating overhead utility conflicts.

- For sidewalk projects, we have developed several special wall details that can be used to mitigate elevation differences up to 4' while minimizing the disturbed soil behind the wall.
- For time critical projects with low to moderate complexity, we can eliminate intermediate phases and just make two total submittals.

For Safety Improvements:

- Installing advance warning signs at side streets and along curves has proven to be a low-cost way to improve safety.
- Utilize high emphasis striping on all cross walks, specifically at mid-block crossings to improve pedestrian safety.
- Auditory and vibratory striping are an effective tool to use with run-off the road crashes.
- Back plates can now be installed on signal heads without a structural analysis per FDOT Design memo.
- The planning and design of traffic calming features, such as bulb-outs at intersections, chicanes, or roundabouts, to slow traffic and reduce crashes.



## 8. Hourly Rate Schedule

## Hourly Rate Schedule

*Per the instructions given in Addendum 1, Question #1, we have copied & pasted the verbiage directly from the RFQ into this section:*

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




## 9. Attachments/ Administrative Information



# Attachments/Administrative Information

## ATTACHMENT "A" ADDENDA ACKNOWLEDGMENT

Acknowledgment is hereby made of receipt of addenda issued during the solicitation period.	Addendum # <u>1</u> through # <u>2</u>  Date: January 25, 2023
Signature of Person Completing: 	
Printed Name: Stephen G. Harrill, AIA	Title: Vice President

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



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

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

Answer: Nassau County would be open to either or.



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

Vendor/Company Name Pond & Company

Vendor Signature:  Date: January 25, 2023

**End of Addendum #1**





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

**Attachments: Revised Attachment "H"**

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

Vendor/Company Name Pond & Company

Vendor Signature:       Date: January 25, 2023

**End of Addendum #2**



**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

**NOT APPLICABLE**



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

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that \_\_\_\_\_  
Pond & Company \_\_\_\_\_ (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.”

Stephen S. Hamill  
Authorized Signature

1-6-23  
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 6<sup>th</sup> day of January, 2023 by Stephen Hamill who is  personally known to me or  produced \_\_\_\_\_ as identification.



Andrea Cottrill  
Notary Public

My commission expires: 2/17/2025



**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 Architectural & Engineering Services, Nassau County.
2. This sworn statement is submitted by Pond & Company (entity submitting sworn statement), whose business address is 1200 Riverplace Blvd, Suite 600 Jacksonville, FL 32207 and its Federal Employee Identification Number (FEIN) is 58-1639128. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)
3. My name is Stephen G. Harrill, AIA (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.)



NC23-009-RFQ

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.)

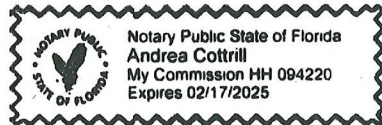
Stephen A. Hamill  
Signature

1-6-23  
Date

State of: Florida

County of: Duval

Sworn to (or affirmed) and subscribed before me by means of  physical presence or \_\_\_\_\_ online notarization, this 6th day of January, 2023 by Stephen Hamill who is  personally known to me or \_\_\_\_\_ produced \_\_\_\_\_ as identification.



Andrea Cottrill  
Notary Public

My commission expires: 2/17/2025



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

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

NC23-009-RFQ  
 Dist. No. 1 Fernandina Beach  
 Dist. No. 2 Amelia Island  
 Dist. No. 3 Yulee  
 Dist. No. 4 Bryceville/Hilliard  
 Dist. No. 5 Callahan/West Yulee

JOHN A. CRAWFORD  
 Ex-Officio Clerk

DENISE MAY  
 County Attorney

TACO E. POPE, AICP  
 County Manager

## ATTACHMENT "E"

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

Project Name: Continuing Contract for Professional Architectural & Engineering Services, Nassau County.

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

#### **DEFINITIONS:**

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

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

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

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

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

**(904) 530-6100**

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

17 of 51

- 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.





NC23-009-RFQ

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

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

*Stephen G. Harrill*

Print Name: Stephen G. Harrill, AIA

Date: 1-6-23

STATE OF FLORIDA

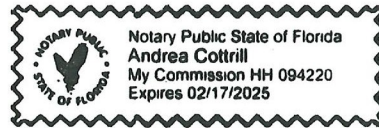
COUNTY OF Duval

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

*Andrea Cottrill*  
Notary Public

Andrea Cottrill  
Printed Name

My Commission Expires: 2/17/2025





## Pond & Company MOU

Pond's Memorandum of Understanding (MOU) has been uploaded separately per the directions on Planet Bids and in Addendum 2, Question #11.

## Subconsultant MOU's

In an effort to maintain submittal efficiency, we have included each subconsultant's MOU immediately following all required forms.



NC23-009-RFQ

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

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

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

A true and correct copy of Peters and Yaffee, Inc.'s (Subcontractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.

  
\_\_\_\_\_

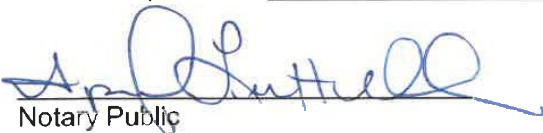
Print Name: Russell Yaffee, PE, PTOE

Date: 1/10/23

STATE OF FLORIDA

COUNTY OF Duval

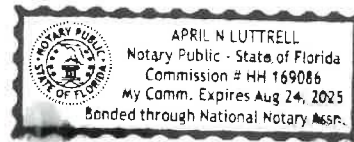
The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 1/10/23 (Date) by Russell Yaffee, PE, PTOE (Name of Officer or Agent, Title of Officer or Agent) of Peters and Yaffee, Inc. (Name of Contractor Company Acknowledging), a Florida (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

  
\_\_\_\_\_

Notary Public

April Luttrell  
Printed Name

My Commission Expires: 8/24/2025





NC23-009-RFQ

EXHIBIT "B"  
SUBCONTRACTOR E-VERIFY AFFIDAVIT

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

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

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




Print Name: Derek Gil, PE

Date: 1/13/2023

STATE OF FLORIDA

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 01/13/2023 (Date) by Derek Gil (Name of Officer or Agent, Title of Officer or Agent) of Element Engineering Group, LLC (Name of Contractor Company Acknowledging), a Florida (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

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

Lynelle D. Johnson  
Printed Name

My Commission Expires: 06/18/2024





NC23-009-RFQ

EXHIBIT "B"

SUBCONTRACTOR E-VERIFY AFFIDAVIT

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

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

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

C. William Faust

Print Name: Bill Faust, PSM

Date: 1/9/2023

STATE OF FLORIDA

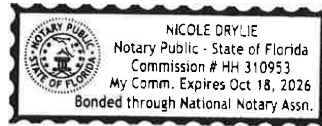
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 9th (Date) by C. William Faust (Name of Officer or Agent, Title of Officer or Agent) of DRMP, Inc. (Name of Contractor Company Acknowledging), a Florida (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced n/a as identification.

Nicole Drylie  
Notary Public

Nicole Drylie  
Printed Name

My Commission Expires: 10/18/2026





NC23-009-RFQ

**EXHIBIT "B"**

**SUBCONTRACTOR E-VERIFY AFFIDAVIT**

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

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

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

  
\_\_\_\_\_

Print Name: Thomas H. Hayden, P.E.

Date: 1-12-2023

STATE OF FLORIDA

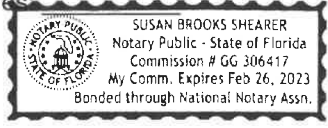
COUNTY OF Leon

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 1/12/23 (Date) by Thomas Hayden (Name of Officer or Agent, Title of Officer or Agent) of EGS (Name of Contractor Company Acknowledging), a FL (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

Susan Brooks Shearer  
Printed Name

My Commission Expires:





NC23-009-RFQ

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

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

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

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

Suzanna K. Milbrandt  
Print Name: Suzanna K. Milbrandt  
Date: 1/11/2023

STATE OF FLORIDA

COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 1/11/23 (Date) by Suzanna K. Milbrandt (Name of Officer or Agent, Title of Officer or Agent) of VIA Consulting Services (Name of Contractor Company Acknowledging), a Florida (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

Sherry L. Whaley  
Notary Public

Sherry L. Whaley  
Printed Name

My Commission Expires: 10/31/2023





NC23-009-RFQ

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

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

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

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

Diane Hackney  
Print Name: Diane Hackney  
Date: 1/13/23

STATE OF FLORIDA  
COUNTY OF Pasco

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 13th (Date) by Diane Hackney (Name of Officer or Agent, Title of Officer or Agent) of Quest Corporation (Name of Contractor Company Acknowledging), a Florida (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced n/a as identification.

Lori Morgan  
Notary Public  
Lori Morgan  
Printed Name  
My Commission Expires: 11/24/25





**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.



NC23-009-RFQ

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

**ATTACHMENT "G"**  
**FEDERAL PROVISIONS APPLICABLE TO CONSULTANT**

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

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

provision requiring such compliance in its lower tier covered transactions and subcontracts, which shall read as follows:

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

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



11. **Right to Inventions Under Federal Grants:** If applicable, CONSULTANT shall comply with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

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

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

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

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



(HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Contractors.

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



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

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

**1. FIRM NAME:** Pond & Company

Address: 1200 Riverplace Blvd., Suite 600

City/State/Zip: Jacksonville, Florida 32207

Phone: 904.543.0400 Email: CarltonT@pondco.com

Name of primary contact responsible for work performance: Tabatha Carlton, PE

Phone: 404.748.4704 Cell Phone: 813.967.0186

Email: CarltonT@pondco.com

**2. INSURANCE:**

Surety Company: Aon Risk Services Northeast, I nc.

Agent Company: Available Upon Request Agent

Contact: Available Upon Request

Total Bonding Capacity: \$ N/A Value of Work Presently Bonded: \$ N/A

*Per Question 4 in Addendum 1, bonding insurance is not required for this solicitation.*

**3. EXPERIENCE:**

Years in business: 58

Years in business under this name: 25

Years performing this type of work: 58

Value of work now under contract: \$0 (with Nassau County)

Value of work in place last year: 1 project with Na ssau County.

Contract Value = \$719,527.42 (2021 contract).



Percentage (%) of work usually self-performed: 71%

Name of sub vendors you may use: Please see page 5 for our overview of subconsultants we plan to use on this contract.

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: 600+

Position/Category (List all)	Full-time	Part-time
<i>Pond currently has over 600 employees. For the personnel breakdown for this question, please see the six-page document immediately following Form H.</i>		

**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 (Project: Emerald Trail)

Address: 117 West Duval Street, Suite 335, Jacksonville, FL 32202

Contract Person: Jonathan Page

Phone: 904.255.8931 Email: Jonathanp@coj.net

Project Description: Selected to provide concept, design, and construction assistance on multi-segmented urban trail network. Currently working on second segment.

Contract \$ Amount: \$1,700,000



Date Completed: Ongoing

**Reference #2:**

Company/Agency Name: City of Palm Coast (Project: New Public Works Facility)

Address: 1 Commerce Blvd, Palm Coast, FL 32164

Contract Person: Carl Cote

Phone: 386.986.3730 Email: CCote@palmcoastgov.com

Project Description: Pond's services include master planning the full development, designing the full complex to 50%, and then designing the Phase 1 facilities to 100% and then administering the contract for construction.

Contract \$ Amount: \$3.5M (\$22M Construction Value)

Date Completed: Ongoing

**Reference #3:**

Company/Agency Name: Duval County Public Schools (Project: Continuing Services Contract)

Address: Duval County Public Schools (Project: Continuing Services Contract)

Contract Person: Robbie Bumpers

Phone: 904.390.2846 Email: bumpers@duvalschools.org

Project Description: For over 20 years, Pond's services have included classroom additions, remodels, safety enhancements and improvements, window replacements, re-roofing, and site improvements on over 20 facilities.

Contract \$ Amount: \$2M (Maximum Contract Value)

Date Completed: 2025

**REMINDER:**

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



## Form H, Question 4 = Personnel Breakdown

Job Profile	Management Level	Full Time	Part Time
Accountant I	Individual Contributor	1	0
Accounting Coordinator I	Individual Contributor	1	0
Accounting Manager	Manager	1	1
Administrative Assistant I	Individual Contributor	1	0
Administrative Assistant II	Individual Contributor	5	0
Administrative Assistant III	Supervisor	1	0
Architect I	Individual Contributor	4	0
Architect II	Individual Contributor	7	0
Architect III	Supervisor	4	0
Architect Intern	Individual Contributor	2	0
Architect IV	Manager	3	0
Asset Integrity Crew Lead	Individual Contributor	1	0
Asset Integrity Engineer I	Individual Contributor	4	0
Asset Integrity Engineer II	Individual Contributor	2	0
Asset Integrity Engineer III	Supervisor	1	0
Asset Integrity Intern	Individual Contributor	2	0
Assistant Project Manager II	Supervisor	5	0
Assistant Project Manager III	Supervisor	1	0
Associate Vice President	Associate Vice President	8	0
Aviation Engineer I	Individual Contributor	1	0
Aviation Engineer II	Supervisor	1	0
Benefits Specialist I	Individual Contributor	1	0
Business Development Manager	Manager	4	0
Chief Executive Officer	Chief Executive Officer	1	0
Chief Financial Officer	C-Suite	1	0
Chief Human Resources Officer	C-Suite	1	0
Civil Engineer I	Individual Contributor	6	0
Civil Engineer II	Supervisor	9	0
Civil Engineer III	Supervisor	6	0
Civil Engineer IV	Manager	5	0
Civil Intern	Individual Contributor	5	0
Client Manager	Director	2	0
Coatings Engineer I	Individual Contributor	1	0
Community-Transportation Planner I	Individual Contributor	1	0
Community-Transportation Planner II	Supervisor	1	0
Construction Project Manager	Individual Contributor	4	0
Contracts Manager	Manager	1	0
Controller	Director	1	0
Controls Engineer I	Individual Contributor	2	0
Controls Engineer II	Supervisor	1	0
Controls Manager	Manager	1	0
Corporate Support Intern	Individual Contributor	0	1
Corrosion Crew Lead	Individual Contributor	3	0
Corrosion Engineer I	Individual Contributor	3	0
Corrosion Engineer II	Individual Contributor	1	0



Corrosion Engineer III	Supervisor	1	0
Corrosion Engineer IV	Manager	1	0
Corrosion Intern	Individual Contributor	1	0
Corrosion Technician I	Individual Contributor	5	0
Corrosion Technician II	Individual Contributor	3	0
Corrosion Technician III	Supervisor	2	0
Designer II	Individual Contributor	3	0
Designer III	Supervisor	3	0
Designer IV	Supervisor	1	0
Director of Architecture	Director	1	1
Director of Business	Director	3	0
Development			
Director of Civil Engineering	Director	1	0
Director of Design	Director	1	0
Director of Electrical	Director	2	0
Engineering			
Director of Environmental	Director	2	0
Services			
Director of Federal Planning	Director	1	0
Director of Human	Director	2	0
Resources			
Director of Interior Design	Director	1	0
Director of Landscape	Director	1	0
Architecture			
Director of Marketing	Director	2	0
Director of Mechanical	Director	2	0
Engineering			
Director of Preconstruction	Director	1	0
Services			
Director of Process		1	0
Engineering			
Director of Project Controls	Director	1	0
Director of Quality Control	Director	1	0
Director of Structural	Director	1	0
Engineering			
Director of Transportation	Director	1	0
Director of Virtual Design	Director	1	0
and Construction			
Electrical Engineer I	Individual Contributor	6	0
Electrical Engineer I -	Individual Contributor	1	0
Energy			
Electrical Engineer III	Supervisor	4	0
Electrical Engineer IV	Manager	2	0
Electrical Engineer IV -	Manager	2	0
Energy			
Electrical Intern	Individual Contributor	2	0
Estimator II	Supervisor	2	0
Executive Administrative	Supervisor	1	0
Assistant			
Executive Vice President	Executive Vice President	4	0



Field Superintendent	Supervisor	4	0
Finance Intern	Individual Contributor	1	0
Finance Analyst I	Individual Contributor	1	0
Finance Manager	Manager	1	0
Fire Protection Engineer I - Energy	Individual Contributor	1	0
Fire Protection Engineer III - Energy	Supervisor	1	0
Fire Protection Technical Director- Energy	Director	2	0
GIS Analyst I	Individual Contributor	1	0
GIS Analyst II	Supervisor	1	0
GIS Analyst III	Supervisor	7	0
GIS Analyst Intern	Individual Contributor	2	0
Health Site & Safety Manager	Manager	6	0
Help Desk Manager	Manager	1	0
Human Resources Coordinator II	Individual Contributor	1	0
Human Resources Manager	Manager	1	0
Industrial Engineer I	Individual Contributor	1	0
Industrial Engineer IV	Manager	1	0
Information Technology Co-Op	Individual Contributor	3	0
Information Technology Coordinator II	Individual Contributor	1	0
Information Technology Manager	Manager	1	0
Integrity Specialist I	Individual Contributor	2	0
Integrity Specialist III	Supervisor	1	0
Integrity Specialist IV	Supervisor	1	0
Interior Designer I	Individual Contributor	1	0
Interior Designer II	Supervisor	2	0
Interior Designer III	Supervisor	1	0
Interior Designer IV	Manager	1	0
Joint Venture Analyst	Individual Contributor	1	0
Landscape Architect I	Individual Contributor	5	0
Landscape Architect IV	Manager	1	0
Maintenance Technician II	Individual Contributor	1	0
Maintenance Technician IV	Supervisor	1	0
Marketing & Communication Specialist III		1	0
Marketing & Communication Specialist II	Individual Contributor	2	0
Marketing Coordinator I	Individual Contributor	4	0
Marketing Coordinator II	Individual Contributor	1	0
Marketing Coordinator III	Supervisor	2	0
Marketing Director	Director	1	0
Marketing Intern	Individual Contributor	2	0



Marketing Manager	Manager	3	0
Mechanical Engineer I	Individual Contributor	7	0
Mechanical Engineer I - Energy	Individual Contributor	2	0
Mechanical Engineer II	Individual Contributor	5	0
Mechanical Engineer II - Energy	Individual Contributor	7	0
Mechanical Engineer III	Supervisor	1	0
Mechanical Engineer III - Energy	Supervisor	2	0
Mechanical Engineer IV	Manager	1	0
Mechanical Engineer IV - Energy	Manager	1	0
Mechanical Intern	Individual Contributor	3	0
Mechanical Technical Director	Director	2	0
Military Planner I	Individual Contributor	1	0
Military Planner II	Supervisor	13	0
Military Planner III	Supervisor	6	0
Military Planner IV	Manager	2	0
Network Analyst II	Individual Contributor	1	0
Operations Controls Manager		1	0
Operations Controls Specialist III	Individual Contributor	1	0
Operations Manager	Manager	3	0
Payroll Administrator	Individual Contributor	1	0
Pipeline Integrity Discipline Manager	Manager	1	0
Process Engineer I	Individual Contributor	4	0
Process Engineer II	Supervisor	3	0
Process Engineer IV	Manager	2	0
Process Intern	Individual Contributor		2
Program Director	Director	6	1
Program Manager	Director	22	0
Project Administrator	Individual Contributor	2	0
Project Analyst	Supervisor	1	0
Project Coordinator I	Individual Contributor	16	0
Project Coordinator II	Individual Contributor	5	0
Project Coordinator III	Supervisor	3	0
Project Manager	Manager	34	0
Quality Analyst III	Supervisor	1	0
Quality Control Manager	Manager	5	0
Receptionist	Individual Contributor	3	0
Risk Analyst I	Individual Contributor	1	0
Scheduler II	Supervisor	1	0
Scheduler III	Manager	1	0
Scientist I	Individual Contributor	2	0
Scientist II	Individual Contributor	4	0
Scientist III	Supervisor	6	0
Senior Administrative Assistant	Supervisor	2	0
Senior Architect	Manager	6	0





Senior Asset Integrity Engineer	Manager	1	0
Senior Aviation Engineer	Manager	1	0
Senior Civil Engineer	Manager	3	0
Senior Community and Transportation Planner	Manager	1	0
Senior Construction Manager	Manager	2	0
Senior Controls Engineer	Manager	1	0
Senior Corrosion Engineer	Manager	1	0
Senior Designer	Manager	4	0
Senior Electrical Engineer	Manager	2	0
Senior Electrical Engineer - Aviation	Manager	1	0
Senior Estimator	Manager	1	0
Senior Finance Analyst	Manager	1	0
Senior Industrial Engineer	Manager	2	0
Senior Interior Designer	Manager	1	0
Senior Marketing Coordinator	Supervisor	2	0
Senior Marketing Director	Director	1	0
Senior Mechanical Engineer	Manager	2	0
Senior Mechanical Engineer - Energy	Manager	2	0
Senior Project Coordinator	Supervisor	1	0
Senior Project Manager	Manager	39	0
Senior Service Order Analyst	Supervisor	1	0
Senior Structural Engineer	Manager	3	0
Senior Vice President	Senior Vice President	5	0
Service Order Manager	Manager	1	0
Site Manager	Manager	8	0
Site Superintendent	Manager	6	0
Software and Applications Manager	Manager	1	0
Sr. Client Manager	Director	1	0
Structural Engineer I	Individual Contributor	1	0
Structural Engineer II	Supervisor	2	0
Structural Engineer III	Supervisor	2	0
Structural Engineer IV	Manager	5	0
Structural Technical Director	Director	1	0
System Analyst I	Individual Contributor	2	0
System Analyst II	Individual Contributor	1	0
System Analyst III	Supervisor	1	0
Systems Administrator II	Individual Contributor	1	0
Talent Acquisition Coordinator II	Individual Contributor	1	0
Talent Acquisition Specialist II	Individual Contributor	2	0
Talent Acquisition Specialist III	Supervisor	1	0



Talent Development Coordinator I	Individual Contributor	1	0
Technical Director of Electrical Engineering	Director	2	0
Transportation Bridge Director	Director	1	0
Transportation Bridge Engineer I	Individual Contributor	1	0
Transportation Bridge Engineer IV	Supervisor	1	0
Transportation Bridge Technical Director	Director	1	0
Transportation Engineer I	Individual Contributor	2	0
Transportation Engineer II	Supervisor	4	0
Transportation Engineer III	Supervisor	3	0
Transportation Engineer IV	Manager	2	0
Transportation Intern	Individual Contributor		1
Transportation Manager	Manager	1	0
Treasury Analyst II	Individual Contributor	1	0
Urban Designer I		1	0
Urban Designer III	Supervisor	2	0
VDC Technician II	Individual Contributor	1	0
Vice President	Vice President	14	0
Water Resources Engineer II	Supervisor	1	0



## Attachment I = Sample Contract

Pond does not have any exceptions to the sample contract provided in the RFQ.



## Subconsultant MOU's



Company ID Number: 691467

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

### **ARTICLE I PURPOSE AND AUTHORITY**

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

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

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

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

### **ARTICLE II RESPONSIBILITIES**

#### **A. RESPONSIBILITIES OF E-VERIFY EMPLOYER AGENT**

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



**Company ID Number:** 691467

2. The E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the E-Verify User Manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures. The E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.
3. The E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.
4. The E-Verify Employer Agent agrees that any E-Verify Employer Agent Representative who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.
  - a. The E-Verify Employer Agent agrees that all E-Verify Employer Agent representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the E-Verify Employer Agent is a Federal contractor.
  - b. Failure to complete a refresher tutorial will prevent the E-Verify Employer Agent and Employer from continued use of E-Verify.
5. The E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.
6. The E-Verify Employer Agent agrees to obtain the necessary equipment to use E-Verify as required by the E-Verify rules and regulations as modified from time to time.
7. The E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.
8. The E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.
9. The E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.1 below.
10. The E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify rules and procedures. The E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability.



**Company ID Number:** 691467

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

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

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

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

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

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

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

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

## **B. RESPONSIBILITIES OF THE EMPLOYER**

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



**Company ID Number:** 691467

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
    - a. Notice of E-Verify Participation
    - b. Notice of Right to Work
  2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
  3. The Employer shall become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the E-Verify Employer Agent.
  4. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
    - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 1-888-464-4218.
    - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note:** Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
5. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
  6. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
    - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 4 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person,





**Company ID Number:** 691467

the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

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

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

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

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

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

11. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo



Company ID Number: 691467

mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

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

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

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

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



**Company ID Number:** 691467

16. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify (whether directly or through their E-Verify Employer Agent), which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

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

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

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

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

### **C. RESPONSIBILITIES OF FEDERAL CONTRACTORS**

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

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

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

- a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of



**Company ID Number:** 691467

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

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.B.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,



**Company ID Number:** 691467

- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

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

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

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

#### **D. RESPONSIBILITIES OF SSA**

1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent) through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the E-Verify Employer Agent.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the E-Verify Employer Agent.

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



**Company ID Number:** 691467

## **E. RESPONSIBILITIES OF DHS**

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



Company ID Number: 691467

### ARTICLE III REFERRAL OF INDIVIDUALS TO SSA AND DHS

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

#### A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer (through the E-Verify Employer Agent) within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

#### B. REFERRAL TO DHS

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



**Company ID Number:** 691467

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.
5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
  - a. Scanning and uploading the document, or
  - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer (though the E-Verify Employer Agent) within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

## **ARTICLE IV SERVICE PROVISIONS**

### **A. NO SERVICE FEES**

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





Company ID Number: 691467

## ARTICLE V MODIFICATION AND TERMINATION

### A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

### B. TERMINATION

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



**Company ID Number:** 691467

## **ARTICLE VI PARTIES**

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the E-Verify Employer Agent, its agents, officers, or employees.
- C. The E-Verify Employer Agent may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sub-license, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability where from, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The E-Verify Employer Agent understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).
- F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the E-Verify Employer Agent and DHS respectively. The E-Verify Employer Agent understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer or the E-Verify Employer Agent, as the case may be, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.
- G. The foregoing constitutes the full agreement on this subject between DHS and the E-Verify Employer Agent. If you have any questions, contact E-Verify at 1-888-464-4218.



Company ID Number: 691467

Approved by:

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



Company ID Number: 691467

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



**Company ID Number:** 691467

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

FL 1



**Company ID Number:** 691467

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

Name	Russell Yaffee
Phone Number	9042650751
Fax	
Email	aluttrell@petersandyaffee.com



**Company ID Number:** 691467

This list represents the first 20 Program Administrators listed for this company.



Company ID Number: 450285

## THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

### ARTICLE I PURPOSE AND AUTHORITY

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

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

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

### ARTICLE II RESPONSIBILITIES

#### A. RESPONSIBILITIES OF THE EMPLOYER

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





Company ID Number: 450285

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
  5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
    - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
  6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
    - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
    - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note:** Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
  8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
    - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly



**Company ID Number:** 450285

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

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

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

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

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

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

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



**Company ID Number:** 450285

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

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

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

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

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

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



Company ID Number: 450285

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

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

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

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

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

## B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

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

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

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



**Company ID Number:** 450285

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin

E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

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



**Company ID Number:** 450285

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

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

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

### C. RESPONSIBILITIES OF SSA

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

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

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

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

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

### D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

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



**Company ID Number:** 450285

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

### **ARTICLE III REFERRAL OF INDIVIDUALS TO SSA AND DHS**

#### **A. REFERRAL TO SSA**

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



**Company ID Number:** 450285

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

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

## **B. REFERRAL TO DHS**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the





**Company ID Number:** 450285

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

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

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

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

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

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

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

## **ARTICLE IV SERVICE PROVISIONS**

### **A. NO SERVICE FEES**

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

## **ARTICLE V MODIFICATION AND TERMINATION**

### **A. MODIFICATION**

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

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



**Company ID Number:** 450285

## **B. TERMINATION**

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

## **ARTICLE VI PARTIES**

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



**Company ID Number:** 450285

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

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

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

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



**Company ID Number:** 450285

**Approved by:**

<b>Employer</b> ELEMENT Engineering Group, LLC	
<b>Name (Please Type or Print)</b> Derek Gil	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 09/22/2011
<b>Department of Homeland Security - Verification Division</b>	
<b>Name (Please Type or Print)</b> USCIS Verification Division	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 09/22/2011



Company ID Number: 450285

### Information Required for the E-Verify Program

#### Information relating to your Company:

<b>Company Name</b>	ELEMENT Engineering Group, LLC
<b>Company Facility Address</b>	1713 E 9th Avenue Tampa, FL 33605
<b>Company Alternate Address</b>	
<b>County or Parish</b>	HILLSBOROUGH
<b>Employer Identification Number</b>	562565488
<b>North American Industry Classification Systems Code</b>	541
<b>Parent Company</b>	
<b>Number of Employees</b>	20 to 99
<b>Number of Sites Verified for</b>	1 site(s)



Company ID Number: 450285

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

FL 1



**Company ID Number:** 450285

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

Name Jeunne Enriquez  
Phone Number 8133862101  
Fax 8133862106  
Email jenriquez@elementeg.com

Name Derek Gil  
Phone Number 8133862101  
Fax 8133862106  
Email dgil@elementeg.com



**Company ID Number:** 450285

This list represents the first 20 Program Administrators listed for this company.





Company ID Number: 148561

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

**ARTICLE I  
PURPOSE AND AUTHORITY**

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

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form 1-9, Employment Eligibility Verification (Form 1-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and OHS.

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

**ARTICLE II  
RESPONSIBILITIES**

**A. RESPONSIBILITIES OF THE EMPLOYER**

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



**Company ID Number:** 148561

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
  5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
    - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
  6. The Employer agrees to comply with current Form 1-9 procedures, with two exceptions:
    - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form 1-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
    - b. If an employee presents a OHS Form 1-551 (Permanent Resident Card), Form 1-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form 1-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form 1-9. The Employer will use the photocopy to verify the photo and to assist OHS with its review of photo mismatches that employees contest. OHS may in the future designate other documents that activate the photo screening tool.
- Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List Band List C, document(s) to complete the Form 1-9.
7. The Employer agrees to record the case verification number on the employee's Form 1-9 or to print the screen containing the case verification number and attach it to the employee's Form 1-9.
  8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms 1-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form 1-9 procedures.
    - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify OHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify OHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly



Company ID Number: 148561

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

b. OHS reserves the right to conduct Form 1-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

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

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

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article I1.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article II1.B. below) to contact OHS with information necessary to resolve the challenge.

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



Company ID Number: 148561

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

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 2748 of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 2748 of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 2748 of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

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

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

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

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

upon



Company ID Number: 148561

reasonable notice, to review Forms 1-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to OHS requests for information relating to their participation in E-Verify.

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

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

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

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

## **B. RESPONSIBILITIES OF FEDERAL CONTRACTORS**

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

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

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

Company ID Number: 148561

- b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
- c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
- d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following OHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
- e. The Employer may use a previously completed Form 1-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
- i. That Form 1-9 is complete (including the SSN) and complies with Article I1.A.6,
  - ii. The employee's work authorization has not expired, and
  - iii. The Employer has reviewed the Form 1-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form 1-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- f. The Employer shall complete a new Form 1-9 consistent with Article I1.A.6 or update the previous Form 1-9 to provide the necessary information if:
- i. The Employer cannot determine that Form 1-9 complies with Article I1.A.6,
  - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
  - iii. The Form 1-9 contains no SSN or is otherwise incomplete.

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



**Company ID Number:** 148561

Article I1.C.5, but reflects documentation (such as a U.S. passport or Form 1-551) that expired after completing Form 1-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article I1.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

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

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

### **C. RESPONSIBILITIES OF SSA**

1. SSA agrees to allow OHS to compare data provided by the Employer against SSA's database. SSA sends OHS confirmation that the data sent either matches or does not match the information in SSA's database.

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

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

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

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

### **D. RESPONSIBILITIES OF DHS**

1. OHS agrees to provide the Employer with selected data from OHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

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





Company ID Number: 148561

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

### ARTICLE III

## REFERRAL OF INDIVIDUALS TO SSA AND DHS

### A. REFERRAL TO SSA

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

Company ID Number: 148561

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

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

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

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

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

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

## **8. REFERRAL TO OHS**

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

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

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

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



Company ID Number: 148561

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

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

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form 1-551, Form 1-766, U.S. Passport, or passport card to OHS for review by:

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

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

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

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

## ARTICLE IV SERVICE PROVISIONS

### A. NO SERVICE FEES

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

## ARTICLE V MODIFICATION AND TERMINATION

### A. MODIFICATION

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

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

Company ID Number: 148561

## B. TERMINATION

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

## ARTICLE VI PARTIES

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



Company ID Number: 148561

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

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

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

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



Company ID Number: 148561

**Approved by:**

<b>Employer</b> DAMP, Inc.	
Name (Please Type or Print) Doreen Douglas	Title
Signature Electronically Signed	Date 08/29/2008
<b>Department of Homeland Security - Verification Division</b>	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 08/29/2008



>?

?

> >

hijkpqrs... Es kq j n... B i g k h s l r u... FG  
H IJK C A IH IJND@ IP  
F F L MQ A P @ F AC A  
C @ K@ GA GA P IE IGRNK F SGN

RP@ @ PF O I KPC RK @ I I F  
I C RA JJ LI I RK PCNN UVWK G N JK FFIW  
Y WU MO@ HF R P LHR MPC VNM C  
A \ F QAP F VWK FIK F P@ HF A A F

EA A IHF A A M P @ C A  
DE HF A AN

?

> ]?

^ > ] ? >?

A C A F @ D A P FC SG A @  
F D@ C F@ P@@

A

CN` A @ a E

VO@ F @ GR F SG@ K K HF K F @  
P C @ CA AF CP NO@  
E PA@ AP C F P F F GR F SG D@ @  
BA A A@ N

NO@ AA AP D@ : A  
P B AA @ F N  
@ A F AA N







? @A

B O

E

E

E

?

D?F

E

G

B O

?F

A

B O

E

∞

E

H

E

G

E

I

?

?F

E

J

E

?

F

?F

?

B

I

G

I

CK

?

?F

?F

CC

L

?F

?F

AA ?F

E

E

B

E

E

CK?

@A

?

?F

H

AA

@A

MN?B? O

?

I

F

AA

@A

E

E

E

E

E

E

∞

E

E

E

I

L



BH > ??@ HA?C > I @ G < = F J  
 > K@ BC >  
 < > < > BHD B  
 FE > = HEEG E B >  
 L M > BH  
 H C N > F J B K@  
 F J K@ H C  
 BC  
 ?I E FOEOO E F FOOH B

OBH > < > BH

K? =

< P > < >  
 > ??@ A? B  
 BH A? > B  
 J < B@  
 > > > HE FE  
 Q B B L C R M N  
 > B

BH ??@ >  
 @ O BHSOF == != ? ? @ F BBB ! =@  
 >  
 > N B

IBH A?  
 A? ?@  
 !



<= >

?

?@

A

B

?@

B

?

C?

B

<= =>=

?

<=>

C?@

A

<= =>=E

F G

<= =>=

?

CC?@

B

H

?

I JKLMNO MIPQLMORRL IKSP O QKS QOKM

?

=

CC?U

T

T

H

D

=

V

D

?

C?

H

W

=

CC?U

XE

T CC?U Q

?

? T

!

?@

?

A

=

?

!

?

!





B  
 B  
 C  
 D  
 E  
 D  
 C  
 D  
 E  
 D  
 F  
 D  
 G  
 H  
 I  
 J  
 K  
 L  
 M  
 N  
 O  
 P  
 Q  
 R  
 D  
 R  
 F  
 F  
 S  
 D  
 D  
 E  
 S  
 U  
 T  
 S  
 U  
 S  
 D  
 V  
 D  
 W  
 U  
 D  
 V  
 D  
 W  
 D  
 D  
 D  
 X  
 Y  
 Z  
 Z  
 Z  
 U  
 U  
 S  
 Z  
 G  
 H  
 I  
 J  
 K  
 L  
 M  
 N  
 O  
 P  
 Q  
 R  
 R  
 D  
 E  
 Y  
 R  
 W



9 < =  
 ? ; < > ><< ><  
 ! : ? < ? > <? > < @  
 ;A < ;> ?< ?  
 B < ? <?< ? ?  
 > @? < ?  
 C ; < > < =  
 ; D ? E < ;D>D >  
 ; F?  
 : ? G ? ? @? ? < <  
 <  
 ; ? < < > < ?  
 < <? > ? > ?  
 ? ; ; ? ? H< E ? <  
 > < < J< @? > HA < J<  
 ? < < K? ;A  
 J< L < @? =  
 M ; < < ?< ?< ; <  
 ; <  
 N < =  
 J< L < < ;>? ;  
 ? < E > ; < <<  
 ?

OPQ RS  
 PSISPPORUT V WORXQUXXOO YX  
 ZPSISPPORQUXXO

E ?< ;A? ? <  
 < < < N ? < G <  
 !



8 8 8 ; <

99: 8 ;

= > 8

! : ; 8 99: ;

8 ; 8 8 ;

9 9 8 8 ;

99: 78 ; 99:

99: < 8 8 8 A B <

@ < 8 8 99: A B <

C D 8 ; < 8

8

: 8 < E F8 G 8 9 9 8 99F 99

:

H I J K L M N O P Q R

S 8 T9; 8

>

8 ; <

= > ; 8

! 8 T9

@ S ! 8 T9; 8



?

= >

?

@

?

B

>=?

> ?

A

?

AC

?

A

A D

A

@

?

B

A

@

A

E

F G

?

H I J K L M

N O P M N P N

H Q P N L I M L R L I N

S

A

T

>

T

@

?

@

H I J K L M

U P R H J P H J L I U H J P

H Q U P R H J P

@

S

A

V S

A

S?

A

? A





9: > : ; A < B A B CD : B ; : E :  
 F < B : > : = < ; ; < E < =  
 : G = > < B = ; E D D A CD : : : E E < <  
 = E : B = : : < > :  
 E : ; < , = ; G = 8 = ; ; :  
 H ; < < B : E < :  
 < < < = E 8 D B : = ; ; :  
 > ; B : E < :  
 FE = 8

8A : H ; < < : > : H ; < < :  
 G = < ; < ; 8 = < B : H ; < <  
 = ; > < CD : H ; < < ; =

< B : : > < B > E = E :  
 : H ; < < < B ; > E G = ; = :  
 < ; = : E > : ; 8

8 : : E B < : > B : :  
 ; 8

K L

M N

ASD DDA ; CD E = ; : E ; E < < O B ;  
 DDA ; CD < E E > < : < 8  
 > C D D A : ; E ; < E ; : 8

R8@ : : ; B := E < = B < : E B = E  
 < ; = B < E > E : ; : ; D B < B < B  
 B : B B < B 8

S89: B < ; < B : : E > B : <  
 B : E = ; : > : = : >  
 C D B : < < E = E > : : ; ; 8 A = E < B B  
 : : B = B E : ; 8

8 < : E E ; ; < < =  
 ; : B : < < B ; E > B < ; C =  
 ; P ; = E > : ; : ; :  
 < E D < J O P I I A < T ; T E : 8

8 : = ; ; : < < ; E  
 ; < ; = : U ; G = ; E > ; C D D L < B < ; E = ; B



= >

?@

BC

@

A

BC

D

E=>

F ???

G=>

G!>

?

H@

D

BC

?

I JJ KLM NP Q IQQ IS MT UL UMY KN N U WX JQ RKT  
M K VYR TZ [ MQ MSJ K.KNP Q KQIP\_~^`Y





=	ORQP/PVX [ TW]RXY^VRSRVP^c
> @ A BC	
B BCC	
E A D G	nOp qrcbdr qd
V	
D G H C	œW r

	<b>d</b>



FC-HUKL

MINORS



E I IMNO FQHR  
S Z\  
] W XY [ X X  
- I J KQ c FQR b

~~HH~~ NT Gb PPFQKR  
~~SREUV~~ Z\  
~~FEUV~~ W XY [ X X  
~~CEKb~~ g TG d PFCERd HbG

~~HH~~ NTGfb PP IQKR  
~~SREUV~~ Z\  
~~FEUV~~ W XY [ X X  
~~CEKb~~ g TGdPFCERd HbG



678 595 7790A7B





ööøö



E-VERIFY IS A SERVICE OF DHS AND SSA

!

'#

### ARTICLE I PURPOSE AND AUTHORITY

2 4 24 ÄÅÆÇÈÉÊË

24

I Q R S T U T T XT YZ XU

t ll LJ

### ARTICLE II RESPONSIBILITIES

#### A. RESPONSIBILITIES OF THE EMPLOYER

“ ” —  
~ ” TM Ⓢ

f - - - -



æüö

+ J L J J

1 J J L J J J

J L J J L J J

6 78 < @ A B C D E F G H I J K L M N O P Q R S T U V W X Y Z

J J J L J L J J J J J J

m J r s \ J + r r J J J J J J L

J L J J L L J J J J J

I < I L I J J L \ J J L S \ J J L J J L J J I I J J J L LJ



istms

L

L

L

L

L

L

L

L

L

L

L L

I

L

I

I

J

L

L

L

L

L

L

L

L

L

L

L

L

L

L

L

J

L

L

L

L

L

L

I

L

L

L

L

I

L

L

-

-

-

-





»»·|¼ ···

L L

L

I

L

L  
L

L L

L L

L

DEF

L

L

L

L

L

ILMNP NIQRMNFSM MLTQ P RLT RPLN

L

L

L

L

L

L

L

L

L

L

L

L

L

L

L

L

-

-

-

-





%ŠCEŠ

- L 1 - - I - - - - -  
- L - - - - - L -  
- - - - -  
L - - - - - L - - - - -  
- - - - -  
- L - - - - -  
-  
9 - - - - -  
- - I - - - - -  
- - - - - L - - - - -  
L - - - - -  
L - I - - - - -

@ABCDEFGHIJKLDEGN RO

L - - - - - L - - - - -  
- - - - -  
L - L - I - - - - - I - - - - -  
L - - - - -  
- - - - - L - - - - - \ V - - - - -  
\ \ I \  
L - - - - -  
I - - - - -  
- L - - - - -  
- - - - - I - - - - -  
- - - - - L - - - - - L - - - - -  
- - - - - L - - - - - L - - - - -  
- - - - -  
- - - - - I - - - - -  
- e e

fABCDEFGHIJKLDEGNfE

L - - - - -  
- - - - -  
h - - - - -  
u - - - - -









E-VERIFY IS A SERVICE OF DHS AND SSA

opqsp

--- & --- --- ---  
--- ---  
--- ---  
--- ---  
--- ---  
--- ---  
--- ---  
--- ---  
--- ---  
--- ---

@ c: c ---  
A --- c --- B --- & --- --- ---

--- --- --- --- --- --- --- --- --- --- --- ---  
--- c --- --- --- --- --- --- --- --- --- --- --- ---  
--- --- --- --- --- --- --- --- --- --- --- ---  
--- --- --- --- --- --- --- --- --- --- --- ---  
--- c --- --- --- --- c --- --- --- --- --- --- --- ---

### ARTICLE IV SERVICE PROVISIONS

#### A. NO SERVICE FEES

--- --- --- --- --- --- --- --- --- --- --- ---  
--- --- --- --- --- --- --- --- --- --- --- ---  
--- --- --- --- --- --- --- --- --- --- --- ---

### ARTICLE V MODIFICATION AND TERMINATION

#### A. MODIFICATION

--- --- --- --- --- --- --- --- --- --- --- ---  
N --- --- --- --- --- --- --- --- --- --- --- ---  
c --- --- --- --- --- --- --- --- --- --- --- ---  
--- --- --- --- --- --- --- --- --- --- --- ---  
--- --- --- --- --- --- --- --- --- --- --- ---  
--- --- --- --- --- --- --- --- --- --- --- ---



knopm

**B. TERMINATION**

[Faint, mostly illegible text, possibly containing a list or table of items]

**ARTICLE VI  
PARTIES**

[Faint, mostly illegible text, possibly containing a list of parties or names]



←Ⓡ→

- ϕ ( ) \* +, - ~ / O / - ϕ -  
 I - - I - - O - - P - Ø - -  
 - ϕ - - - - - - - - -  
 - - - - - - - - - - -  
 - - - - - d - - - - -  
 - ϕ c, - ϕ - - - - -  
 - - - - ϕ - - - - ϕ -  
 ϕ - - - - -



klmnl

<b>Employer</b>	
<p>!'</p> <p>YUNRIPKKKUSQ</p>	<p>#&amp;</p>
<p>Ⓢ %</p> <p>dBTQXRULeKEXg</p>	<p>%</p> <p>∇∇∇a</p>
<b>Department of Homeland Security - Verification Division</b>	
<p>!'</p> <p>JKLJKOPRSTUVWXYZ</p>	<p>#&amp;</p>
<p>Ⓢ %</p> <p>dBTQXRULeKEXg</p>	<p>%</p> <p>∇∇∇a</p>



mppp

	!' # \$ %
& % # ' ( #)	
' ( # *	RS'VWYZ^_`abfYc
' ( # + & # - .	ikktUarVwXpY Z]hs zc{w dgi hr
' ( # & - .	
' # \$ .	efRTg
& # , * /	hji} h}l
* - , - #	hij
\$ ' ( #	
* / (& # .	HkW l
* / O . "	rYTY



FQRSTQ



MN

O



E-VERIFY IS A SERVICE OF DHS AND SSA

QaWS

\

I

\* +

bNMZ XNØP\NØ  
cjtYZbaMEZ\_ QRSIQSQW  
gN  
LMNØ

5 - - - -





DKLMD



!''#&' ! \$ %'' !'▼

└ ─ ─ ─ ─



Company ID Number: 300037

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

**ARTICLE I  
PURPOSE AND AUTHORITY**

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

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

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

**ARTICLE II  
RESPONSIBILITIES**

**A. RESPONSIBILITIES OF THE EMPLOYER**

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



**Company ID Number:** 300037

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
  5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
    - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
  6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
    - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
    - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
  8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
    - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly



**Company ID Number:** 300037

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

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

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

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

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

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

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



**Company ID Number:** 300037

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

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

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

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

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

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



**Company ID Number:** 300037

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

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

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

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

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

## **B. RESPONSIBILITIES OF FEDERAL CONTRACTORS**

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

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

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



**Company ID Number:** 300037

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

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



**Company ID Number:** 300037

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

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

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

### **C. RESPONSIBILITIES OF SSA**

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

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

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

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

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

### **D. RESPONSIBILITIES OF DHS**

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

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





**Company ID Number:** 300037

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

### **ARTICLE III**

## **REFERRAL OF INDIVIDUALS TO SSA AND DHS**

### **A. REFERRAL TO SSA**

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



**Company ID Number:** 300037

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

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

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

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

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

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

## **B. REFERRAL TO DHS**

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

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

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

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



**Company ID Number:** 300037

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

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
  - a. Scanning and uploading the document, or
  - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

## **ARTICLE IV SERVICE PROVISIONS**

### **A. NO SERVICE FEES**

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

## **ARTICLE V MODIFICATION AND TERMINATION**

### **A. MODIFICATION**

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.



**Company ID Number:** 300037

## **B. TERMINATION**

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

## **ARTICLE VI PARTIES**

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



**Company ID Number:** 300037

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

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

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

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



**Company ID Number:** 300037

**Approved by:**

<b>Employer</b> Quest Corporation of America, Inc.	
<b>Name (Please Type or Print)</b> Catherine H Nalls	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 01/28/2010
<b>Department of Homeland Security – Verification Division</b>	
<b>Name (Please Type or Print)</b> USCIS Verification Division	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 01/28/2010



**Company ID Number:** 300037

### Information Required for the E-Verify Program

**Information relating to your Company:**

Company Name	Quest Corporation of America, Inc.
Company Facility Address	17220 Camelot Court Land O Lakes, FL 34638
Company Alternate Address	
County or Parish	PASCO
Employer Identification Number	593335186
North American Industry Classification Systems Code	519
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1



**Company ID Number:** 300037

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

FLORIDA

1 site(s)





**Company ID Number:** 300037

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

Name Gloria K Freeman  
Phone Number (813) 926 - 2942  
Fax Number (813) 926 - 2962  
Email Address gloria.freeman@qcausa.com

Name Catherine H Nalls  
Phone Number (813) 926 - 2942  
Fax Number (813) 926 - 2962  
Email Address cathie@qcausa.com



**Company ID Number:** 300037

Page intentionally left blank



# Certificate of Insurance





# FDOT Prequalification Letters

## Pond



*Florida Department of Transportation*

RON DESANTIS  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.  
SECRETARY

July 22, 2022

Nina Sickler, Vice President  
POND & COMPANY CORPORATION  
1200 Riverplace Boulevard, Suite 600  
Jacksonville, Florida 32207

Dear Ms. Sickler:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following types of work:

- Group 2 - Project Development and Environmental (PD&E) Studies
- Group 3 - Highway Design - Roadway
  - 3.1 - Minor Highway Design
  - 3.2 - Major Highway Design
  - 3.3 - Controlled Access Highway Design
- Group 4 - Highway Design - Bridges
  - 4.1.1 - Miscellaneous Structures
  - 4.1.2 - Minor Bridge Design
- Group 5 - Bridge Inspection
  - 5.1 - Conventional Bridge Inspection
  - 5.4 - Bridge Load Rating
- Group 6 - Traffic Engineering and Operations Studies
  - 6.1 - Traffic Engineering Studies
  - 6.2 - Traffic Signal Timing
  - 6.3.1 - Intelligent Transportation Systems Analysis and Design
- Group 7 - Traffic Operations Design
  - 7.1 - Signing, Pavement Marking and Channelization
  - 7.2 - Lighting
  - 7.3 - Signalization



## Pond (Cont'd)

- Group 10 - Construction Engineering Inspection
  - 10.1 - Roadway Construction Engineering Inspection
- Group 13 - Planning
  - 13.4 - Systems Planning
  - 13.5 - Subarea/Corridor Planning
  - 13.6 - Land Planning/Engineering
- Group 14 - Architect
- Group 15 - Landscape Architect

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2023, for contracting purposes.

#### Approved Rates

Home/ Branch Overhead	Facilities Capital Cost of Money	Premium Overtime	Reimburse Actual Expenses	Home Direct Expense
189.96%	0.105%	Reimbursed	No	0.34%

**Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.**

Should you have any questions, please feel free to contact me by email at [carliayn.kell@dot.state.fl.us](mailto:carliayn.kell@dot.state.fl.us) or by phone at 850-414-4597.

Sincerely,

Carliayn Kell  
Professional Services  
Qualification Administrator

## Peters &amp; Yaffee


**Florida Department of Transportation**

RON DESANTIS  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.  
SECRETARY

June 28, 2022

Dow Peters, President  
PETERS AND YAFFEE, INC.  
9822 Tapestry Park Circle, Suite 205  
Jacksonville, Florida 32246

Dear Mr. Peters:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following types of work:

- Group 3 - Highway Design - Roadway
  - 3.1 - Minor Highway Design
- Group 6 - Traffic Engineering and Operations Studies
  - 6.1 - Traffic Engineering Studies
  - 6.2 - Traffic Signal Timing
  - 6.3.1 - Intelligent Transportation Systems Analysis and Design
- Group 7 - Traffic Operations Design
  - 7.1 - Signing, Pavement Marking and Channelization
  - 7.2 - Lighting
  - 7.3 - Signalization

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2023, for contracting purposes.

Approved Rates

Home/ Branch Overhead	Facilities Capital Cost of Money	Premium Overtime	Reimburse Actual Expenses	Home Direct Expense
179.47%*	0.147%	Reimbursed	No	0.13%

\*For multi-year contracts, DOT has adjusted the overhead rates to mitigate the adverse impacts of Payroll Protection Program loan forgiveness. For information on the adjusted overhead rates, contact the district Procurement Office.





## Peters & Yaffee (Cont'd)

**Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.**

Should you have any questions, please feel free to contact me by email at [carliayn.kell@dot.state.fl.us](mailto:carliayn.kell@dot.state.fl.us) or by phone at 850-414-4597.

Sincerely,

A handwritten signature in blue ink that reads "Carliayn Kell". The signature is written in a cursive, flowing style.

Carliayn Kell  
Professional Services  
Qualification Administrator



# ELEMENT Engineering Group, LLC



## Florida Department of Transportation

RON DESANTIS  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.  
SECRETARY

July 28, 2022

Derek Gil, President  
ELEMENT ENGINEERING GROUP, LLC  
1713 East 9<sup>th</sup> Avenue  
Tampa, Florida 33605

Dear Mr. Gil:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following types of work:

- Group 3 - Highway Design - Roadway
  - 3.1 - Minor Highway Design
  - 3.2 - Major Highway Design
- Group 4 - Highway Design - Bridges
  - 4.1.1 - Miscellaneous Structures
  - 4.1.2 - Minor Bridge Design
- Group 6 - Traffic Engineering and Operations Studies
  - 6.1 - Traffic Engineering Studies
  - 6.2 - Traffic Signal Timing
  - 6.3.1 - Intelligent Transportation Systems Analysis and Design
- Group 7 - Traffic Operations Design
  - 7.1 - Signing, Pavement Marking and Channelization
  - 7.2 - Lighting
  - 7.3 - Signalization
- Group 8 - Survey and Mapping
  - 8.1 - Control Surveying
  - 8.2 - Design, Right of Way & Construction Surveying
  - 8.3 - Photogrammetric Mapping
  - 8.4 - Right of Way Mapping

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2023, for contracting purposes.



# ELEMENT Engineering Group, LLC (Cont'd)

### Approved Rates

Home/ Branch Overhead	Field Overhead	Facilities Capital Cost of Money	Premium Overtime	Reimburse Actual Expenses	Home Direct Expense	Field Direct Expense
138.47%	112.20%	0.237%	Reimbursed	No	7.74%	0.00%*

\*Rent and utilities excluded from field office rate. These costs will be directly reimbursed on contracts that require the consultant to provide field office.

**Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.**

Should you have any questions, please feel free to contact me by email at [carliayn.kell@dot.state.fl.us](mailto:carliayn.kell@dot.state.fl.us) or by phone at 850-414-4597.

Sincerely,

Carliayn Kell  
Professional Services  
Qualification Administrator

## DRMP



*Florida Department of Transportation*

RON DESANTIS  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.  
SECRETARY

December 29, 2022

Lisa Greene, Vice President  
DRMP, INC.  
941 Lake Baldwin Lane  
Orlando, Florida 32814

Dear Ms. Greene:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following types of work:

- Group 2 - Project Development and Environmental (PD&E) Studies
- Group 3 - Highway Design - Roadway
  - 3.1 - Minor Highway Design
  - 3.2 - Major Highway Design
  - 3.3 - Controlled Access Highway Design
- Group 4 - Highway Design - Bridges
  - 4.1.1 - Miscellaneous Structures
  - 4.1.2 - Minor Bridge Design
  - 4.2.1 - Major Bridge Design - Concrete
  - 4.2.2 - Major Bridge Design - Steel
- Group 5 - Bridge Inspection
  - 5.1 - Conventional Bridge Inspection
  - 5.4 - Bridge Load Rating
- Group 6 - Traffic Engineering and Operations Studies
  - 6.1 - Traffic Engineering Studies
  - 6.2 - Traffic Signal Timing
  - 6.3.1 - Intelligent Transportation Systems Analysis and Design
  - 6.3.2 - Intelligent Transportation Systems Implementation
  - 6.3.3 - Intelligent Transportation Traffic Engineering Systems Communications
- Group 7 - Traffic Operations Design
  - 7.1 - Signing, Pavement Marking and Channelization
  - 7.2 - Lighting
  - 7.3 - Signalization



## DRMP (Cont'd)

- Group 8 - Survey and Mapping
  - 8.1 - Control Surveying
  - 8.2 - Design, Right of Way & Construction Surveying
  - 8.3 - Photogrammetric Mapping
  - 8.4 - Right of Way Mapping
- Group 10 - Construction Engineering Inspection
  - 10.1 - Roadway Construction Engineering Inspection
  - 10.3 - Construction Materials Inspection
  - 10.4 - Minor Bridge & Miscellaneous Structures CEI
  - 10.5.1 - Major Bridge CEI - Concrete
  - 10.5.2 - Major Bridge CEI - Steel
- Group 11 - Engineering Contract Administration and Management
- Group 13 - Planning
  - 13.5 - Subarea/Corridor Planning
  - 13.6 - Land Planning/Engineering

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until March 31, 2023, for contracting purposes.

### Approved Rates

Home/ Branch Overhead	Field Overhead	Facilities Capital Cost of Money	Premium Overtime	Reimburse Actual Expenses	Home Direct Expense	Field Direct Expense	Published Fee Schedule
155.73%*	105.19%*	0.197%	Reimbursed	No	4.86%	16.94^	Yes

^Rent and utilities excluded from field office rate. These costs will be directly reimbursed on contracts that require the consultant to provide field office.

\*For multi-year contracts, DOT has adjusted the overhead rates to mitigate the adverse impacts of Payroll Protection Program loan forgiveness. For information on the adjusted overhead rates, contact the district Procurement Office.

### Subsurface Utility Engineering Rates

LIDAR Mobile Equipment \$4286 per day

**Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.**

Should you have any questions, please feel free to contact me by email at carliayn.kell@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,

Carliayn Kell  
Professional Services  
Qualification Administrator

EGS



## Florida Department of Transportation

RON DESANTIS  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.  
SECRETARY

June 29, 2022

Judith Hayden, President  
ENVIRONMENTAL AND GEOTECHNICAL SPECIALISTS, INC.  
104 North Magnolia Drive  
Tallahassee, Florida 32301

Dear Ms. Hayden:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following types of work:

- Group 2 - Project Development and Environmental (PD&E) Studies
- Group 3 - Highway Design - Roadway
  - 3.1 - Minor Highway Design
- Group 9 - Soil Exploration, Material Testing and Foundations
  - 9.1 - Soil Exploration
  - 9.2 - Geotechnical Classification Laboratory Testing
  - 9.3 - Highway Materials Testing
  - 9.4.1 - Standard Foundation Studies
  - 9.4.2 - Non-Redundant Drilled Shaft Bridge Foundation Studies
  - 9.5 - Geotechnical Specialty Laboratory Testing

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2023, for contracting purposes.

#### Approved Rates

Home/ Branch Overhead	Facilities Capital Cost of Money	Premium Overtime	Reimburse Actual Expenses	Home Direct Expense	Published Fee Schedule
178.27%*	2.161%	Excluded	No	15.85%	Yes

\*For multi-year contracts, DOT has adjusted the overhead rates to mitigate the adverse impacts of Payroll Protection Program loan forgiveness. For information on the adjusted overhead rates, contact the district Procurement Office.

**Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.**



## EGS (Cont'd)

Should you have any questions, please feel free to contact me by email at [carliayn.kell@dot.state.fl.us](mailto:carliayn.kell@dot.state.fl.us) or by phone at 850-414-4597.

Sincerely,

A handwritten signature in blue ink that reads "Carliayn Kell". The signature is written in a cursive, flowing style.

Carliayn Kell  
Professional Services  
Qualification Administrator

VIA



*Florida Department of Transportation*

RON DESANTIS  
GOVERNOR

JARED W. PERDUE, P.E.  
SECRETARY

June 10, 2022

Suzanna Milbrandt, President  
VIA CONSULTING SERVICES, INC.  
10250 Normandy Boulevard, Suite 304  
Jacksonville, Florida 32221

Dear Ms. Milbrandt:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following types of work:

- Group 3 - Highway Design - Roadway
  - 3.1 - Minor Highway Design
- Group 10 - Construction Engineering Inspection
  - 10.1 - Roadway Construction Engineering Inspection
  - 10.3 - Construction Materials Inspection
  - 10.4 - Minor Bridge & Miscellaneous Structures CEI
  - 10.5.1 - Major Bridge CEI - Concrete
  - 10.5.2 - Major Bridge CEI - Steel

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2023, for contracting purposes.

Approved Rates

Field Overhead	Facilities Capital Cost of Money	Premium Overtime	Reimburse Actual Expenses	Field Direct Expense
95.92%	0.100%	Reimbursed	No	8.35%*

\*Rent and utilities excluded from field office rate. These costs will be directly reimbursed on contracts that require the consultant to provide field office.

**Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.**





VIA (Cont'd)

Should you have any questions, please feel free to contact me by email at [carliayn.kell@dot.state.fl.us](mailto:carliayn.kell@dot.state.fl.us) or by phone at 850-414-4597.

Sincerely,

A handwritten signature in blue ink that reads "Carliayn Kell". The signature is written in a cursive style.

Carliayn Kell  
Professional Services  
Qualification Administrator



## Quest

Quest is not an FDOT-prequalified company and therefore does not have a certification letter.

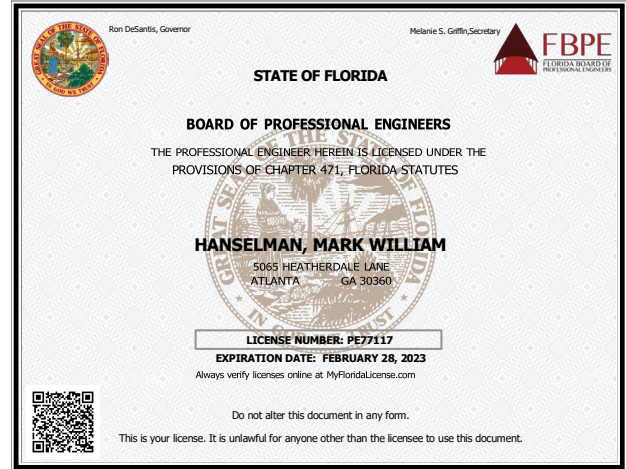


# Pond Office Licensure



# Florida Professional License

As per the licensure changes that went into effect on July 1, 2020, firms must now be qualified by an individual licensed architect and engineer to provide professional services in the state of Florida. Please see below for a copy of Pond's qualifying architect's license, Steve Harrill, as well as our qualifying engineer's license, Mark Hanselman.



# Florida Business License

We have included our Florida corporate charter, verifying that we are authorized to transact business in the State of Florida.





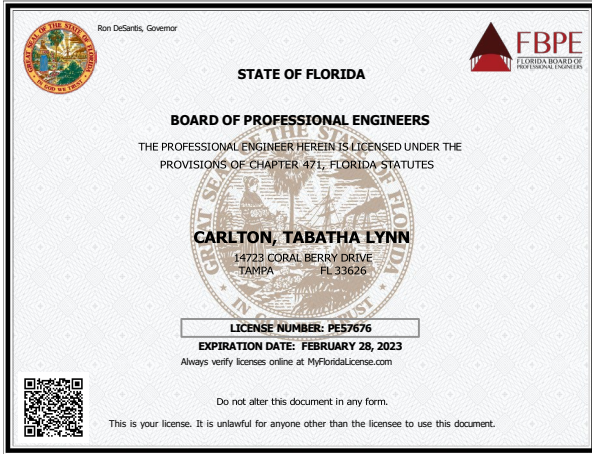
# Individual Staff Licenses



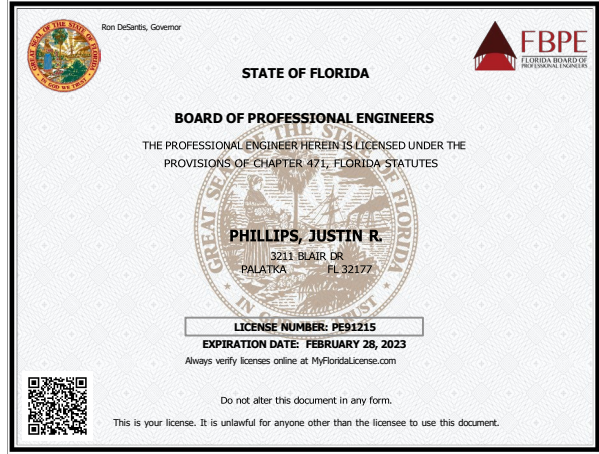
### Staff Licenses

Per Question 3 in Addendum 2, we have included only Pond (Prime) staff licenses in this section.

#### TABATHA CARLTON, PE



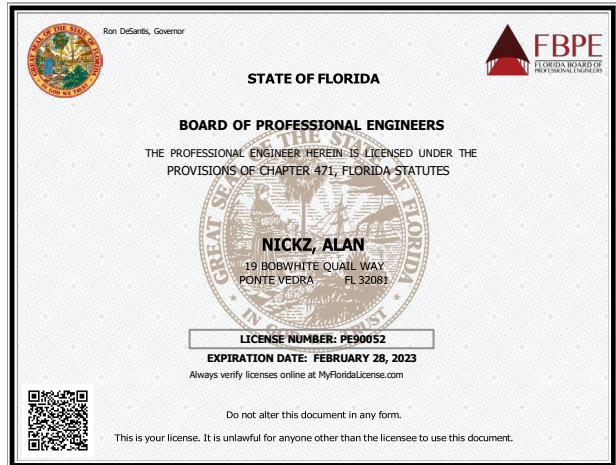
#### JUSTIN PHILLIPS, PE



#### STEVE HARRILL, AIA



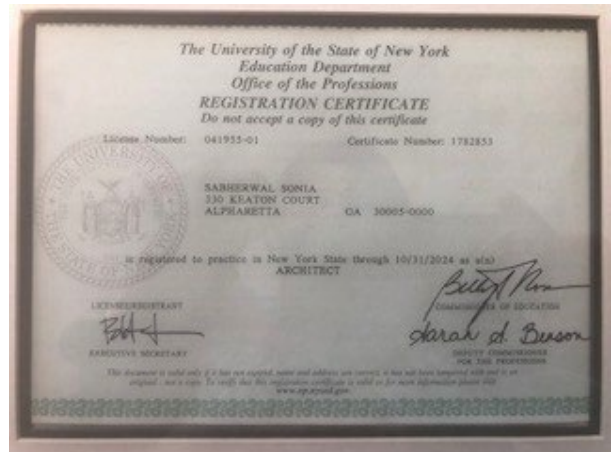
#### ALAN NICKZ, PE



#### MARCO MIGLIARO, RA



#### SONIA SABHERWAL, RA





KYLE KIRKWOOD, AIA

Ron DeSantis, Governor  
Julie I. Brown, Secretary

**STATE OF FLORIDA**  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
**BOARD OF ARCHITECTURE & INTERIOR DESIGN**

THE ARCHITECT HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

**KIRKWOOD III, EMORY KYLE**  
1401 RIVERPLACE BOULEVARD #1108  
JACKSONVILLE FL 32207

**LICENSE NUMBER: AR101056**  
**EXPIRATION DATE: FEBRUARY 28, 2023**  
Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.  
This is your license. It is unlawful for anyone other than the licensee to use this document.

CHRISTIAN MORALES, PE

Ron DeSantis, Governor  
Melanie S. Griffin, Secretary

**STATE OF FLORIDA**  
**BOARD OF PROFESSIONAL ENGINEERS**

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

**MORALES, CHRISTIAN SCOTT**  
7502 PONCE CT  
JACKSONVILLE FL 32217

**LICENSE NUMBER: PE91865**  
**EXPIRATION DATE: FEBRUARY 28, 2023**  
Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.  
This is your license. It is unlawful for anyone other than the licensee to use this document.

ARWIN LOPEZ, PE

Ron DeSantis, Governor

**STATE OF FLORIDA**  
**BOARD OF PROFESSIONAL ENGINEERS**

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

**LOPEZ, ARWIN THOMAS**  
8980 TERRACE CLUB DRIVE  
ROSWELL GA 30076

**LICENSE NUMBER: PE73159**  
**EXPIRATION DATE: FEBRUARY 28, 2023**  
Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.  
This is your license. It is unlawful for anyone other than the licensee to use this document.

RICHARD FANGMANN, PE, PTOE

Ron DeSantis, Governor

**STATE OF FLORIDA**  
**BOARD OF PROFESSIONAL ENGINEERS**

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

**FANGMANN, RICHARD B.**  
2321 LAURA COURT  
SNELLVILLE GA 30039

**LICENSE NUMBER: PE78263**  
**EXPIRATION DATE: FEBRUARY 28, 2023**  
Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.  
This is your license. It is unlawful for anyone other than the licensee to use this document.

ZACH PUCKETT, PE

**STATE OF GEORGIA**  
BRAD RAFFENSPERGER, Secretary of State  
State Board of Registration for Professional Engineers and  
Land Surveyors  
LICENSE NO. PE042056  
Zachary Gregory Puckett  
5720 Shadburn Ferry Road  
Buford GA 30518  
Professional Engineer

EXP DATE - 12/31/2023 Status: Active  
Issue Date: 05/30/2017

MARK HANSELMAN, PE

Ron DeSantis, Governor  
Melanie S. Griffin, Secretary

**STATE OF FLORIDA**  
**BOARD OF PROFESSIONAL ENGINEERS**

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

**HANSELMAN, MARK WILLIAM**  
5065 HEATHERDALE LANE  
ATLANTA GA 30360

**LICENSE NUMBER: PE77117**  
**EXPIRATION DATE: FEBRUARY 28, 2023**  
Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.  
This is your license. It is unlawful for anyone other than the licensee to use this document.

RYAN CARTER, PE



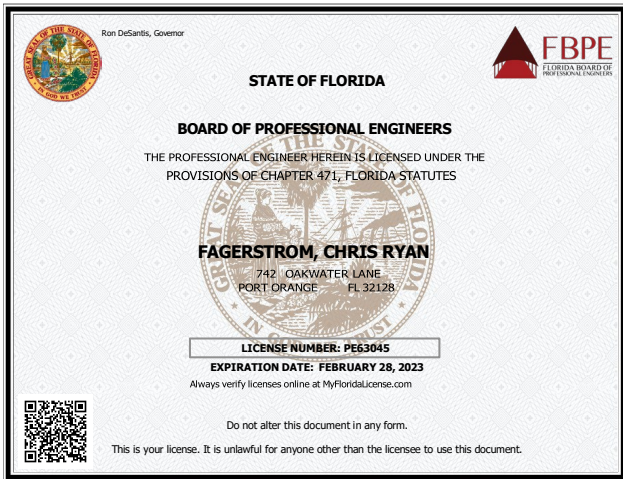
STATE OF GEORGIA  
 BRAD RAFFENSPERGER, Secretary of State  
 State Board of Registration for Professional Engineers and Land Surveyors  
 LICENSE NO. PE038014  
 Ryan Thomas Carter  
 4062 Keheley Glen Drive  
 Marietta GA 30066  
 Professional Engineer  
 EXP DATE - 12/31/2023 Status: Active  
 Issue Date: 05/23/2013

TOM HIGGINS, PE



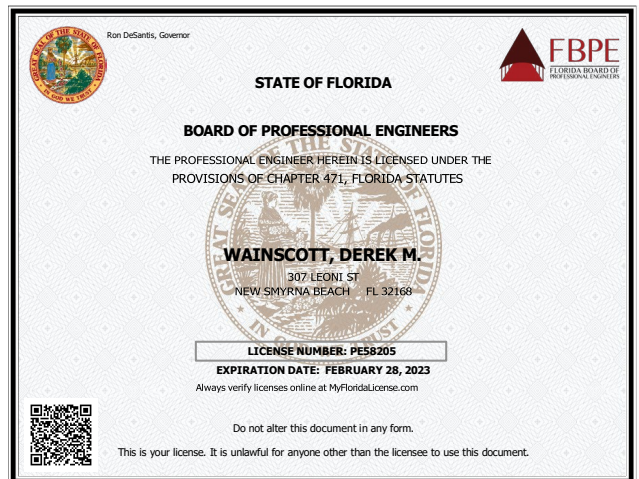
STATE OF GEORGIA  
 BRAD RAFFENSPERGER, Secretary of State  
 State Board of Registration for Professional Engineers and Land Surveyors  
 LICENSE NO. PE040534  
 Thomas Edward Higgins  
 1550 Wickersham Place  
 Suwanee GA 30024  
 Professional Engineer  
 EXP DATE - 12/31/2023 Status: Active  
 Issue Date: 12/11/2015

CHRIS FAGERSTROM, PE



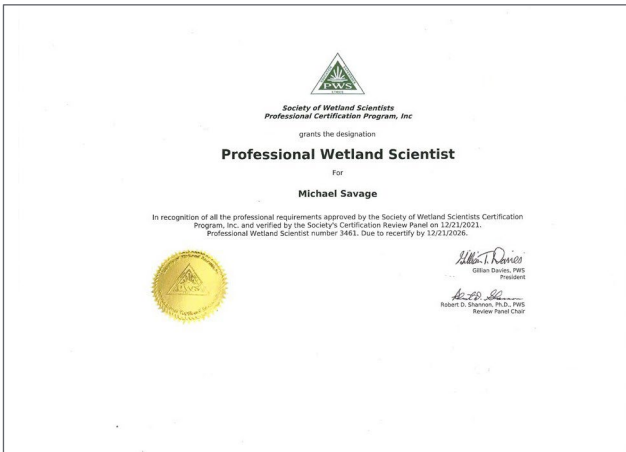
STATE OF FLORIDA  
 Ron DeSantis, Governor  
 FBPE  
 FLORIDA BOARD OF PROFESSIONAL ENGINEERS  
 BOARD OF PROFESSIONAL ENGINEERS  
 THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES  
 FAGERSTROM, CHRIS RYAN  
 742 OAKWATER LANE  
 PORT ORANGE FL 32128  
 LICENSE NUMBER: PE63045  
 EXPIRATION DATE: FEBRUARY 28, 2023  
 Always verify licenses online at MyFloridaLicense.com  
 Do not alter this document in any form.  
 This is your license. It is unlawful for anyone other than the licensee to use this document.

DEREK WAINSCOTT, PE



STATE OF FLORIDA  
 Ron DeSantis, Governor  
 FBPE  
 FLORIDA BOARD OF PROFESSIONAL ENGINEERS  
 BOARD OF PROFESSIONAL ENGINEERS  
 THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES  
 WAINSCOTT, DEREK M.  
 307 LEONI ST  
 NEW SMYRNA BEACH FL 32169  
 LICENSE NUMBER: PE58205  
 EXPIRATION DATE: FEBRUARY 28, 2023  
 Always verify licenses online at MyFloridaLicense.com  
 Do not alter this document in any form.  
 This is your license. It is unlawful for anyone other than the licensee to use this document.

MICHAEL SAVAGE, PWS



Society of Wetland Scientists  
 Professional Certification Program, Inc.  
 grants the designation  
 Professional Wetland Scientist  
 For  
 Michael Savage  
 In recognition of all the professional requirements approved by the Society of Wetland Scientists Certification Program, Inc. and verified by the Society's Certification Review Panel on 12/21/2021.  
 Professional Wetland Scientist number 3463. Due to recency by 12/21/2026.  
 Albert T. Ramos  
 Albert T. Ramos, PWS  
 President  
 Robert D. Shannon, Ph.D., PWS  
 Register Panel Chair

PEDRAM RAHBAR, PE

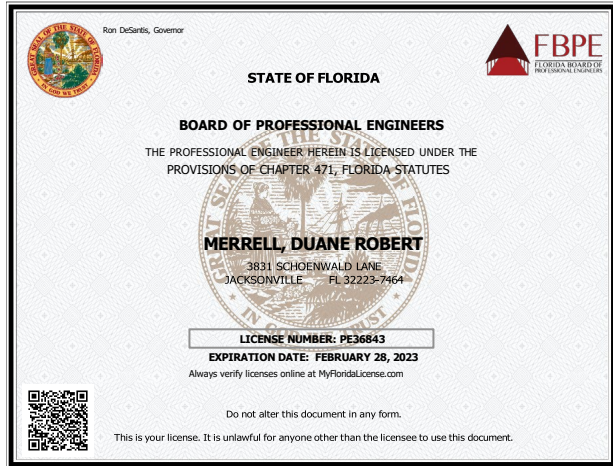


STATE OF GEORGIA  
 BRAD RAFFENSPERGER, Secretary of State  
 State Board of Registration for Professional Engineers and Land Surveyors  
 LICENSE NO. PE040321  
 Pedram A Rahbar  
 1812 YORKSHIRE DR  
 WOODSTOCK GA 30189  
 Professional Engineer  
 EXP DATE - 12/31/2023 Status: Active  
 Issue Date: 09/09/2015

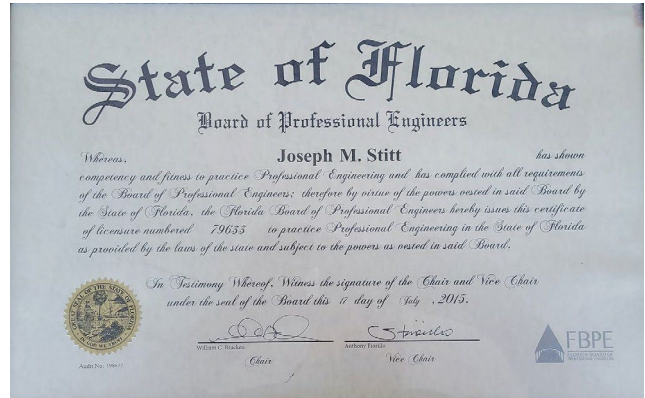




DUANE MERRELL, PE



JOE STITT, PE





**POND**

1200 Riverplace Blvd, Suite 600  
Jacksonville, FL 32207  
904.396.3556 | Pondco.com

© 2023 Pond & Company



## 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
----------------------------------	-------------

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.

## FEDERAL PROVISIONS

### **Davis-Bacon Act**

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

### **Debarment and Suspension**

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

### **Drug-Free Workplace Regulations**

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

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

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

### **Energy Policy and Conservation Act**

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

### **Fly America Act of 1974**

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

## FEDERAL PROVISIONS

### **Hotel and Motel Fire Safety Act of 1990**

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

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

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

### **Patents and Intellectual Property Rights**

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

### **Procurement of Recovered Materials**

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

### **Terrorist Financing**

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

### **Trafficking Victims Protection Act of 2000**

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



## FEDERAL PROVISIONS

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

### **Rehabilitation Act of 1973**

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

### **Universal Identifier and System of Award Management (SAM)**

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

### **USA Patriot Act of 2001**

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

### **Whistleblower Protection Act**

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

### **Termination Provisions**

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

### **Legal Remedies Provisions**

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

### **Conflict of Interest Provisions**

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

## FEDERAL PROVISIONS

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

### **Access to Records and Record Retainage**

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

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

### **Domestic Procurement Preference.**

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

### **Telecommunications Huawei / ZTE Ban**

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