

BOCC CONTRACT APPROVAL FORM

CONTRACT TRACKING NO.
CM3492

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

SECTION 2 - VENDOR INFORMATION
 Name: KCI Technologies, Inc.
 Address: 11043 Crystand Springs Road, Unit 8
 City: Jacksonville State: Florida Zip Code: 32221
 Vendor's Administrator Name: Michael Fleming Title: Senior Project Engineer
 Telephone: (904) 379-9151 Email: Mike Fleming@kci.com

SECTION 3 - VENDOR AUTHORIZED SIGNATORY
 Authorized Signatory Name: Randell Prescott
 Authorized Signatory Email: randellprescott@kci.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 Construction 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 (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: AM 10/9/2023

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>10/6/2023</u> | | |
| | Department Head/Contract Manager | Date | <u>RP</u> | 10/6/2023 |
| 2. | <u>Chris Lacamera</u> | <u>10/9/2023</u> | | |
| | Office of Mgmt & Budget | Date | | |
| 3. | <u>Tanace Adams</u> | <u>10/10/2023</u> | | |
| | Procurement | Date | | |
| 4. | <u>Denise C. May</u> | <u>10/11/2023</u> | <u>DFJ</u> | 10/11/2023 |
| | County Attorney | Date | | |

COUNTY MANAGER - FINAL SIGNATURE APPROVAL
Taco E. Pope AICP 10/11/2023
 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 **KCI Technologies, Inc.**, located at 11043 Crystal Springs Road, Unit 8, Jacksonville, Florida 32221, hereinafter referred to as the “Consultant”.

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

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

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

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

SECTION 1. Recitals.

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

SECTION 2. Exhibits.

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

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

SECTION 3. Employment of the Consultant.

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

SECTION 4. Scope of Services.

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

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

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SECTION 5. The County's Responsibility.


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

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

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

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

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

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

SECTION 7. Compensation.

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

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

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

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

SECTION 8. Standard of Care.

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

SECTION 9. Equal Opportunity Employment.

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


SECTION 10. Access to Premises.

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

SECTION 11. Funding.

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

SECTION 12. Expenses.

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

SECTION 13. Taxes, Liens, Licenses and Permits.

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

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

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

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

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

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

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

SECTION 15. Modifications.

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

SECTION 16. Assignment and Subcontracting.

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

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

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

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

SECTION 17. Severability.

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

SECTION 18. Termination for Default.

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

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

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

SECTION 19. Termination for Convenience.

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

SECTION 20. Nondisclosure of Proprietary Information.

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

SECTION 21. Contingent Fees.

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

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


SECTION 22. Ownership of Documents.

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

SECTION 23. Force Majeure.

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


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

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

SECTION 24. Access And Audits of Records.

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

SECTION 25. Independent Consultant Status.

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

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

SECTION 26. Indemnification.

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

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

SECTION 27. Insurance.


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

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

SECTION 28. Dispute Resolution Process.

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

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

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

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

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

SECTION 29. E-Verify.

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

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

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

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

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

SECTION 30. Public Records.

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 32. Public Entity Crimes.

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

SECTION 33. Anti-Discrimination.

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

SECTION 34. Advertising.

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

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

SECTION 35. Notices.

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

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

Consultant: KCI Technologies, Inc.
Attn: Project Manager
11043 Crystal Springs Road, Unit 8
Jacksonville, Florida 32221

SECTION 36. Attorney's Fees.

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

SECTION 37. Authority to Bind.

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

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

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

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

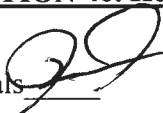
38.3 The failure of either party to insist on strict performance of any covenant or condition herein, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance.

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

SECTION 39. Construction of Contract.

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

SECTION 40. Headings.

Initials 

Initials RP

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

SECTION 41. Entire Agreement and Execution.

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

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

SECTION 42. Change of Laws.

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


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Initials 

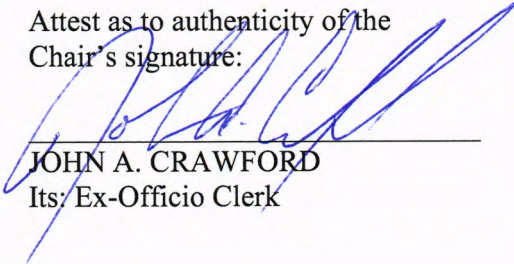
Initials RP

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

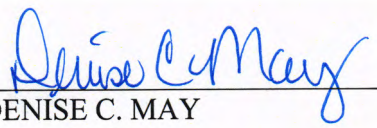
**BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA**


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

KCI TECHNOLOGIES, INC.

Randell Prescott
By: Randell Prescott
Its: Vice President
Date: 10/11/2023

Initials JP

Initials RP

Exhibit "A"

SCOPE OF SERVICES

2.1 OVERVIEW

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

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

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

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

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

2.2 Term of Agreement/Contract

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

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

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

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

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

2.3 Additional Information

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

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

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

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

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

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

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

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

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

TAB 1 – Cover Letter

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

TAB 2 – Table of Contents

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

TAB 3 – Team Organization, Experience and Qualifications

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

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

TAB 4 – Project Understanding, Approach and Methodology

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

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

TAB 5 – References

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

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

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

TAB 6 – CURRENT WORKLOAD

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

TAB 7 – TECHNOLOGY

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

TAB 8 – HOURLY RATE SCHEDULE

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

TAB 9 – Attachments/Administrative Information

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

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

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

SECTION 5. EVALUATION/SELECTION PROCESS

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

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

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

- 5.5 If the County request oral presentations from the top ranked Firms, a separate evaluation process will be conducted. Any scores from the initial evaluation process for short-ranking purposes will not be used or added to the oral presentation scoring. The evaluation criteria and scoring that will be used for the ranking of the oral presentations will be provided prior to the presentation date.

SECTION 6. CONTRACT PROCEDURES

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

SECTION 7. STANDARD CONTRACT TERMS FOR PROFESSIONAL SERVICES

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

The Remainder of the This Page Intentionally Left Blank

ATTACHMENT "A"
ADDENDA ACKNOWLEDGMENT

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

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

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

TO BE RETURNED WITH BID

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

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

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

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

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

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

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

Signature

Date

State of: _____

County of: _____

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

Notary Public

My commission expires: _____

ATTACHMENT "C"
DRUG FREE WORKPLACE CERTIFICATE

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

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

[Remainder of the page intentionally blank.]

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

Authorized Signature

Date Signed

State of: _____

County of: _____

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

Notary Public

My commission expires: _____



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

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

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

JOHN A. CRAWFORD
Ex-Officio Clerk

DENISE MAY
County Attorney

TACO E. POPE, AICP
County Manager

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

Project Name: _____

Bid No./Contract No.: _____

DEFINITIONS:

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

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

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

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

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

(904) 530-6100

An Affirmative Action / Equal Opportunity Employer

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

CONTRACT TERMINATION:

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

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

[Remainder of the page intentionally blank.]

EXHIBIT "A"
CONTRACTOR E-VERIFY AFFIDAVIT

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

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

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

Print Name: _____
Date: _____

STATE OF FLORIDA

COUNTY OF _____

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

Notary Public

Printed Name

My Commission Expires: _____

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

ENVIRONMENTAL COMPLIANCE

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

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

EXHIBIT "B"

SUBCONTRACTOR E-VERIFY AFFIDAVIT

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

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

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

Print Name: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

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

Notary Public

Printed Name

My Commission Expires: _____

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

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

FEDERAL NON-DISCRIMINATION PROVISIONS

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

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

ATTACHMENT "F"
GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS

COMMERCIAL GENERAL LIABILITY INSURANCE

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

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

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

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

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

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

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

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

Part Two – Employer's Liability Insurance

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

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

AUTOMOBILE LIABILITY INSURANCE

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

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

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

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

PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT "G" FEDERAL PROVISIONS

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

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

shall read as follows:

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

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

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

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

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

the contract.

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

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

ATTACHMENT "H"
EXPERIENCE OF RESPONDENT

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

1. **FIRM NAME:** _____

Address: _____

City/State/Zip: _____

Phone: _____ Email: _____

Name of primary contact responsible for work performance: _____

Phone: _____ Cell Phone: _____

Email: _____

2. **INSURANCE:**

Surety Company: _____

Agent Company: _____

Agent Contact: _____

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

3. **EXPERIENCE:**

Years in business: _____

Years in business under this name: _____

Years performing this type of work: _____

Value of work now under contract: _____

Value of work in place last year: _____

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

Name of subvendors you may use: _____

Has your firm: Failed to complete a contract: ___ Yes ___ No

Been involved in bankruptcy or reorganization: ___ Yes ___ No

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

4. **PERSONNEL**

How many employees does your company employ:

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

5. WORK EXPERIENCE:

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

Reference #1:

Company/Agency Name: _____

Address: _____

Contract Person: _____

Phone: _____ Email: _____

Project Description: _____

Contract \$ Amount: _____

Date Completed: _____

Reference #2:

Company/Agency Name: _____

Address: _____

Contract Person: _____

Phone: _____ Email: _____

Project Description: _____

Contract \$ Amount: _____

Date Completed: _____

Reference #3:

Company/Agency Name: _____

Address: _____

Contract Person: _____

Phone: _____ Email: _____

Project Description: _____

Contract \$ Amount: _____

Date Completed: _____

REMINDER:

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

ATTACHMENT "I"

CONTRACT FOR *** SERVICES**

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

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

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

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

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

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

SECTION 2. Receiving/Payment/Invoicing

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

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

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

SECTION 3. Acceptance of Services and/or Materials

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

SECTION 4. Firm Prices

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

SECTION 5. Fund Availability

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

SECTION 6. Expenses

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

SECTION 7. Taxes and Liens

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

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

SECTION 8. Laws Governing this Contract

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

SECTION 9. Changes

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

SECTION 10. Modifications

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

SECTION 11. Assignment & Subcontracting

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

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

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

SECTION 12. Severability

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

SECTION 13. Termination for Default, Fraud or Willful Misconduct

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

SECTION 14. Termination for Convenience

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

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

SECTION 15. Force Majeure

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

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

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

SECTION 16. Access and Audits

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

SECTION 17. Vendor Responsibilities

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

SECTION 18. Public Emergencies

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

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

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

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

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

SECTION 20. Probationary Period

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

SECTION 21. Independent Vendor Status

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

SECTION 22. Indemnification and Insurance

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

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

SECTION 23. Dispute Resolution

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

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

SECTION 24. E-Verify System

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

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

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

SECTION 25. Public Records

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

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

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

SECTION 26. Request for Records; Noncompliance

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

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

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

SECTION 27. Civil Action

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

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

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

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

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

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

SECTION 29. Entire Agreement

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

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

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

By: _____
Its: _____
Date: _____

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

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

Approved as to form and legality by the
Nassau County Attorney

DENISE C. MAY

**UNITED BROTHERS DEVELOPMENT
CORPORATION**

By: _____

Its: _____

Date: _____

DRAFT

Exhibit "D" - Vendors Response



NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS CONTINUING CONTRACT FOR PROFESSIONAL CONSTRUCTION ENGINEERING INSPECTION SERVICES

RFQ NO. NC23-015 • FEBRUARY 16, 2023



KCI TECHNOLOGIES, INC.
11043 CRYSTAL SPRINGS ROAD
UNIT 8
JACKSONVILLE, FL 32221

PRIMARY CONTACT
Michael Fleming, PE
Mike.Fleming@kci.com
(904) 379-9151



ISO 9001:2015 CERTIFIED

ENGINEERS • PLANNERS • SCIENTISTS • CONSTRUCTION MANAGERS

11043 Crystal Springs Road, Unit 8 • Jacksonville, FL 32221 • Phone 904-379-9151

February 16, 2023

Mr. Thomas O'Brien
Nassau County Board of County Commissioners
Office of Management and Budget
96135 Nassau Place, Suite 2
Yulee, Florida 32097

CONTACT INFORMATION:

Michael Fleming, PE
11043 Crystal Springs Road, Unit 8
Jacksonville, FL 32221
904.379.9151 / Mike.Fleming@kci.com

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

Dear Mr. O'Brien,

KCI Technologies, Inc. (KCI) is pleased to submit this letter of interest to provide CEI services as requested in the RFQ documents. We look forward to the opportunity to serve Nassau County on the Continuing Contract for Construction Engineering Inspection Services.

KCI is a 100% employee-owned, sub-chapter S corporation incorporated in the state of Delaware. The firm's history can be traced to a small firm operating out of the basement of the co-founder's home in 1955. By its second year, the company took up residence in a proper facility, only to change locations several times over the next decade in a succession of moves that paralleled its growth. Today, our roughly 1,900 employee owners operate out of nearly 70 offices in 21 states - as well as the District of Columbia. With revenues of approximately \$368 million in 2021, the Engineering News-Record consistently places KCI among the top consulting engineering firms in the country.

We are proud of the fact that our Florida operations include nine offices throughout the State of Florida with experience in serving clients including local municipalities, government agencies, and private developers on small and large scale projects. KCI's experienced staff have an outstanding reputation for providing innovative and cost-effective solutions by combining design criteria with economic, environmental, and community considerations, as well as providing clients with services driven by Total Quality Management principles. Throughout our proposal, we highlight the many ways KCI is the most qualified firm to deliver important task assignments associated with this contract. We are committed to Nassau County to provide quality CEI services on this contract.

KCI will provide the following services: conduct preconstruction services, materials sampling and testing, control surveying (if required), construction inspection/project management, and monitoring contract compliance requirements. We will support the work for this contract out of our Jacksonville, Florida office.

The KCI team acknowledges the requirements of the RFQ and respectfully request your consideration when selecting the firm to provide superior CEI services to Nassau County. We are eager to be awarded our first project with Nassau County and we look forward to being your consultant of choice for this and future projects. I will be delighted to respond to any questions you may have regarding this proposal. Please feel free to contact me at your earliest convenience.

Sincerely,
KCI TECHNOLOGIES, INC.

Randell E. Prescott, PE
Vice President
Email: Randell.Prescott@kci.com

TABLE OF CONTENTS

1	COVER LETTER	1
2	TABLE OF CONTENTS	-
3	TEAM ORGANIZATION, EXPERIENCE AND QUALIFICATIONS	2 - 24
4	PROJECT UNDERSTANDING, APPROACH AND METHODOLOGY	25 - 33
5	REFERENCES	34 - 39
6	CURRENT WORKLOAD	40
7	TECHNOLOGY	41 - 42
8	HOURLY RATE SCHEDULE	43
9	ATTACHMENTS/ADMINISTRATIVE INFORMATION	-

3 TEAM ORGANIZATION, EXPERIENCE AND QUALIFICATIONS

DESCRIPTION OF KCI ORGANIZATION, STRUCTURE, AND PHILOSOPHY

At KCI, we believe that we are the most qualified to rise to the challenge. Together our employees are stronger and better equipped to address society's most complex infrastructure challenges. The unique blend of our different perspectives, varied experiences, and multitude of personalities combine into one cohesive organization. Together we become an extension of our partners, knowing that no matter how technological or technical a challenge, our business is a business of humans – people working with people – one team lifting up each other, our clients, and the community.

KCI's professional staff of engineers, planners, scientists, surveyors, and construction managers offer a broad range of engineering services, including wireless/communications infrastructure, civil, structural, transportation, environmental, hazardous waste, mechanical, electrical, telecommunications, and soils. We also provide cultural and environmental resource management services, land planning and landscape architecture, geology, hydrology, ecology, surveying, and construction management and inspection.

KCI provides the following services:

- Construction Engineering and Inspection
- Transportation and Traffic Engineering
- Structural Engineering
- Water Resources and Environmental Permitting
- Geotechnical Engineering
- Geographic Information Systems (GIS)
- Survey and Mapping
- Solid & Hazardous Waste Management
- Communication & Electric Design
- Water and Wastewater (Utility) Design
- Design-Build Services
- Vertical Facility Design
- Water & Natural Resource Management
- Geospatial Solutions
- Asset Management
- Construction Management

KCI's CEI discipline provides a full range of construction-related services for many types of projects and clients. From buildings and roadways, to utility lines and stream restoration, our construction managers, resident engineers, and inspectors help deliver projects faster, better and more cost effectively by facilitating communication and solving problems before they impact the job. Services include:

- Program Management
- Construction Engineering and Inspection
- Construction Management
- Construction Quality Control
- Bid Management and Estimating
- Scheduling
- Claims Mitigation, Review and Dispute Resolution
- Constructability Reviews
- Contractor Services
- Asset Management

BACKGROUND AND YEARS OF EXPERIENCE

KCI is a 100% employee-owned, sub-chapter S corporation incorporated in the state of Delaware. The firm's history can be traced to a small firm operating out of the basement of the co-founder's home in 1955. By its second year, the company took up residence in a proper facility, only to change locations several times over the next decade in a succession of moves that paralleled its growth. Today, our roughly 1,900 employee owners operate out of nearly 70 offices in 21 states - as well as the District of Columbia. With revenues of approximately \$368 million in 2021, the Engineering News-Record consistently places KCI among the top consulting engineering firms in the country.

At KCI, we apply knowledge, determination and skill to create a more interconnected, livable world—a society that connects us not only to our clients, but to each other. Reward is found in prosperity, resilience, growth and success for our clients, our communities and our employee-owners. Ownership is key. Our employees are both professionally and personally invested in the success of our projects, our clients and our company.

PROJECT TEAM

The KCI team will be led by **Michael (Mike) Fleming, PE, Senior Project Engineer (SPE)**. He will be the primary point of contact for Nassau County's project manager(s), overseeing the assigned tasks and CEI team. Our primary goal is to provide Nassau County with experienced, certified personnel. When putting together this team, our goal was to provide to Nassau County the strongest group that could be assembled based on experience with all the construction activities identified in the scope of work. KCI will provide a staff that has demonstrated the capability and flexibility of managing unique and challenging issues that can sometimes appear on projects. Our team can proactively identify potential construction issues long before the contractor and prevent the project from being impacted.

CONTACT INFORMATION:
 Michael Fleming, PE
 11043 Crystal Springs Road, Unit 8
 Jacksonville, FL 32221
 904.379.9151 / Mike.Fleming@kci.com

KCI has provided consulting and engineering services in the northeast Florida area for over 25 years. Our CEI staff has significant relevant experience in providing CEI administration services for task-based contracts. We have successfully managed similar continuing services contracts and delivered many projects on time and within budget and will have an outstanding management approach as the client/owner representative.

From our past experience, the key to managing these types of contracts is having a diverse staff with flexibility, excellent contract administration in tracking costs and projects, and quick response times. To provide this diverse staff, KCI has partnered with multiple firms to ensure we can meet the demand of any task assignment. We have selected the proposed subconsultants carefully, combining our knowledge, experience, and resources in order to offer greater depth and breadth to better serve and respond to Nassau County's diverse needs.

Work for this contract will be managed from KCI's Jacksonville office which is located approximately 45 minutes from the Nassau County Engineer Services location. Our local office employs staff members who are highly experienced in a multitude of disciplines which include CEI, permitting, civil engineering, and transportation engineering. KCI has successfully served numerous clients including the Florida Department of Transportation (FDOT) and other local municipalities, government agencies, utility agencies and private developers, on both small and large scale projects.

KCI will self-perform the majority of the scope, and as the prime consultant, will direct and coordinate work performed by our qualified subconsultant partners which have been precisely selected to provide the highest quality CEI services.

KCI understands the County's concerns regarding communication and management of schedule control when utilizing subconsultants. To address this, KCI will implement stringent communication processes to alleviate the County concerns. Inspection staff will be required to check-in each workday to receive direction from KCI. Material testing staff will be in continuous communication with the project staff to ensure required testing and scheduling is properly administered. In addition, Mr. Fleming will coordinate with each subconsultant's corporate leadership to discuss the project's status, needs, and expectations.

Contract Team Member	Contract Task Assignments
KCI (<i>Prime Consultant</i>)	Construction project management, environmental support, project controls review and administration, and full service construction engineering and inspection services
AE Engineering (<i>DBE & MBE</i>)	Construction engineering and inspection and materials testing
CSI Geo, Inc. (<i>DBE & SBE</i>)	Construction engineering and inspection support
T2 Utility Engineers	Survey, utility coordination services, subsurface utility engineering

AE Engineering, Inc. (DBE & MBE) has been a CEI provider since inception, providing quality consistent professional services to city, county, and state clients since 2006. AE is a registered Disadvantaged Business Enterprise (DBE) and Minority Business Enterprise (MBE) with the State of Florida. They are prequalified with FDOT in numerous design, materials testing, and CEI major work groups, which allows us to provide multi-discipline resolutions for our clients.

CSI Geo, Inc. (DBE & SBE) has been providing geotechnical, construction materials testing and construction engineering inspection services since 2007. The firm was founded by Mr. William R. Price, a seasoned veteran of Earth Sciences, Construction Materials

Testing and Construction Engineering Inspection services and former president of Civil Services, Inc. Led by and composed of the same well-respected, highly-qualified professionals that previously provided top-level services at Civil Services, CSI Geo has an extremely sound background and extensive history in all its related fields.

T2 Utility Engineers, Inc. is a multi-disciplinary company providing a full range of professional services related to surveying and mapping, utility infrastructure, including Subsurface Utility Engineering, Utility Mapping, CCTV, Utility Coordination, Utility Design, and Surveying across Canada and the United States. T2 has the personnel and experience in more than 30 locations to handle above and below ground utility aspects of any project, from small development jobs to large-scale, billion dollar infrastructure projects. We are recognized experts at managing the risks associated with utilities.

INNOVATIVE TECHNOLOGY

Video Inspection: *High resolution, real-time flight video, with vertical or oblique camera angles.* KCI has several drones and 12 pilots qualified to fulfill these missions. The drones have many uses in construction inspection, such as performing concrete pavement assessments as an alternative to having lane closures and workers in the roadway. The drones can be utilized during the daytime and can measure to a 5 cm accuracy, sufficient to discern minor and major cracks. Using the drone to identify potential cracks vastly reduces the time crews need to be on the roadway.



Orthophoto: *Seamless mosaic of high-resolution aerial photos.* KCI has Pix4D software, and qualified technicians along with several drones and 12 pilots qualified to fulfill these missions.

Distance, Area and Volume Measurements: *Based on a high-resolution 3D reconstruction of the survey area, produced by applying photogrammetric algorithms to the photo array.* KCI has Pix4D software, and qualified technicians along with several drones and 12 pilots qualified to fulfill these missions.

Imaging Products: *The use of multispectral imaging sensors is highly desirable (in particular near- Infrared) for the primary purpose of determining pervious vs. impervious surface coverage as well as surface temperature profiles* KCI has a Sentara AGX710 Gimbaled Sensor coupled with our Matrice drone which would fulfill this mission.

AutoCAD Drawings: *Orthophoto, contours, or 3D mesh surface, in native CAD formats.* KCI has licenses and technicians who can process data in: Leica Cyclone, Context Capture, ClearEdge3D Edgewise, Riegl RiScan Pro, Faro ScenePix4dMapper, Context Capture, 3dReshaper, AutoDesk ReCap, AutoCad, InFraWorks Civil3D, Autodesk Manage, 3D Studio Max, Revit, Trimble Business Center, Bentley MicroStation J V7, V8i , Bentley OpenRoads Design, Bentley Microstation Connect, Bentley InRoads, Bentley GeoPak, Bentley Navigator, and Bentley LumenRT.

GIS Data: *ESRI file geodatabase or shape files/rasters compatible with GIS platforms.* KCI has a GIS department with software and technicians who can fulfill these tasks.

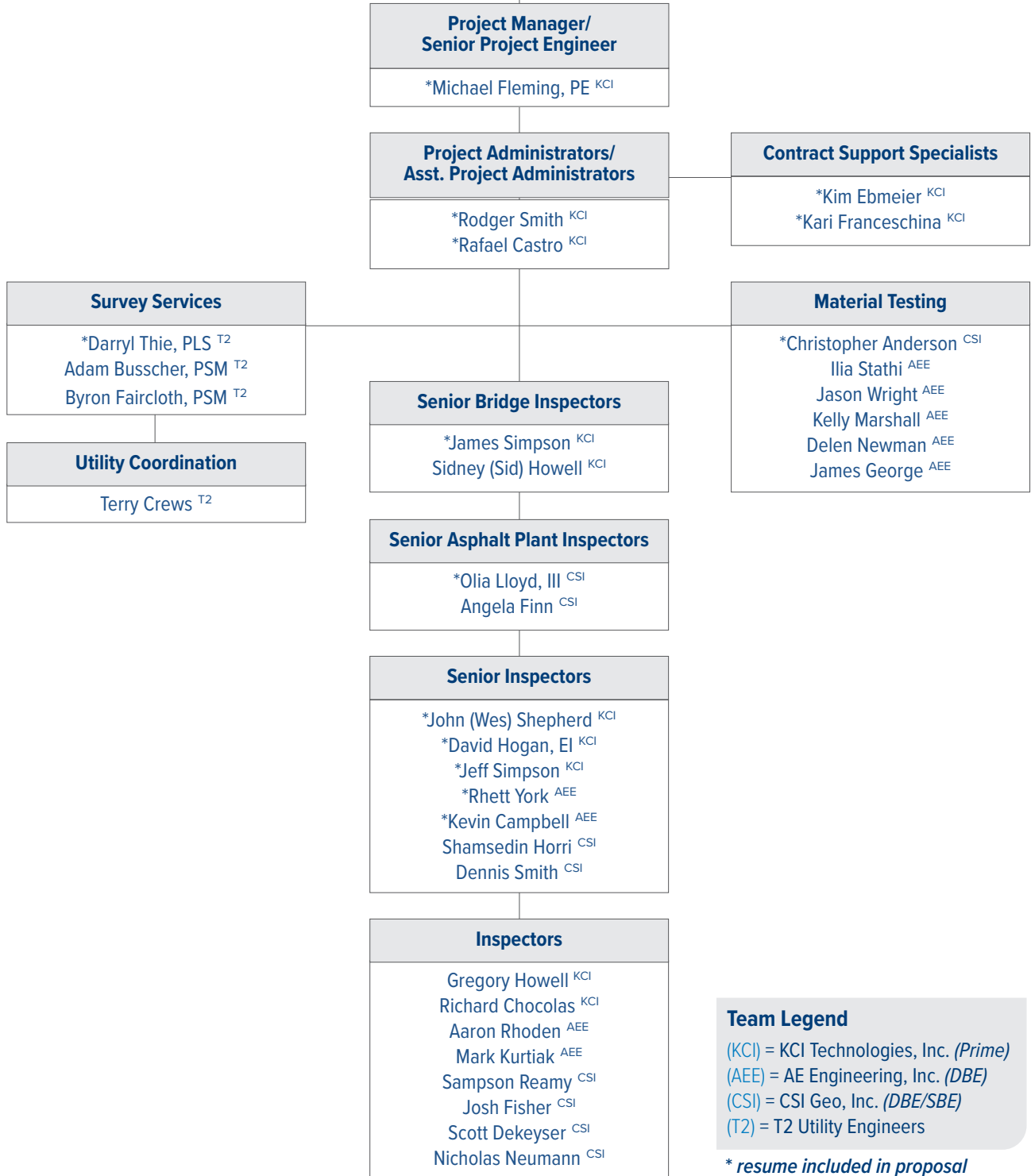
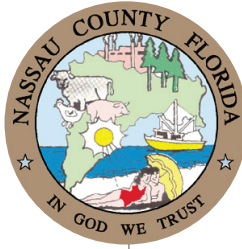
GeoHECRAS Calculations: *Stream cross-sections, streambank elevations and configurations, flow calculations, in formats compatible with GIS and CAD.* KCI's GIS department has the software and technicians who can fulfill these tasks.

Drone-Enhanced Ecological Assessments. KCI has a Sentara AGX710 Gimbaled Sensor coupled with our Matrice drone which could fulfill this mission.

STATE AND LOCAL LAWS

KCI is licensed by the State of Florida Department of Professional Regulations and authorized in accordance with Florida Statutes to perform the professional services sought in the RFQ. Our Florida Professional Engineering license number is CA4898. KCI is prequalified by FDOT in work categories 10.1, 10.3, 10.4 and 10.5.1.

ORGANIZATIONAL CHART



Team Legend
(KCI) = KCI Technologies, Inc. (Prime)
(AEE) = AE Engineering, Inc. (DBE)
(CSI) = CSI Geo, Inc. (DBE/SBE)
(T2) = T2 Utility Engineers
* resume included in proposal

MICHAEL FLEMING, PE

PROJECT MANAGER/SENIOR PROJECT ENGINEER

Mr. Fleming is an accomplished professional engineer with over 18 years of engineering experience. He has served as a Senior Project Engineer on multiple recent FDOT projects in District 2. Mr. Fleming's strength in catching constructability issues will prove be an enormous asset to any project. His unique perspective to specific transportation construction issues and his ability to understand and improve public perception will aide in successful delivery of the project. Prior to KCI, Mr. Fleming served as the Clay County Resident Construction Engineer on over 20 transportation projects. He also supervised over 20 employees, including two County project managers.

I-295 Resurfacing from New Berlin Road to South End of the Dames Point Bridge, Duval County, FL [FIN 443420-1]. Senior Project Engineer (7/2021 – Current). This project's improvements consist of milling and resurfacing, shoulder treatment, guardrail, drainage improvements, curb and gutter, sidewalk curb ramps, highway lighting, traffic signals, lighting, bridge joint rehabilitation, traffic monitoring, and other incidental construction. Responsibilities: CPM schedule review, shop drawing review, negotiations with the contractor regarding project cost and time, work order execution, SA, and time extension preparation, and providing CCEI personnel oversight.

SR 10 Resurfacing from Nassau County Line to Del Monte Street in Duval County, FL [FIN 443259-1]. Senior Project Engineer (2/2022 – 12/2022). Improvements include milling and resurfacing, base work, shoulder treatment, drainage improvements, curb and gutter, traffic signals, highway signing, guardrail, sidewalk, and other incidental construction. Responsibilities: CPM schedule review, shop drawing review, negotiations with the contractor regarding project cost and time, work order execution, SA, and time extension preparation, and providing CCEI personnel oversight.

SR 105 (Zoo Parkway) Resurfacing from Broward Road to West of Rota Avenue, Jacksonville, FL [FIN 441321-1-52-01]. Senior Project Engineer (6/2021 – 10/2022). This project's improvements consist of milling and resurfacing, base work, drainage improvements, curb and gutters, wrong way detection system, lighting, highway signing, sidewalks, and other incidental construction.

SR 10 (US 90) Resurfacing from Edgewood Avenue to McDuff Avenue, Jacksonville, FL [FIN 437319-1-52-01]. Senior Project Engineer (3/2021 – 9/2022). This project's improvements consist of milling and resurfacing, base work, drainage improvements, curb and gutters, traffic signals, lighting, highway signing, sidewalks, utility construction and other incidental construction in Duval County.

SR 21 Resurfacing from SR 16 to CR 215, Clay, FL [FIN 441129-1-52-01]. Senior Project Engineer (1/2021 – 12/2021). This project includes milling and resurfacing, base work, shoulder treatment, drainage improvements, guardrail, traffic signals, highway signing and other incidental construction.

I-95 (SR 9/SR 115) Resurfacing from Moncrief Creek to SR 111/Edgewood Avenue in Duval County, FL [FIN 439800-1-52-01]. Senior Project Engineer (2/2020 – 2/2021). This project included milling and resurfacing, base work, shoulder treatment, drainage improvements, curb and gutters, traffic signals, lighting, highway signing, guardrail, sidewalks/bicycle path and other incidental construction.

SR 201, New Road Construction, Baldwin Bypass, Jacksonville, FL [FIN 209537-4-52-01]. Senior Project Engineer (5/2019 – 4/2021). KCI provided CEI services for the construction of a bypass around the Town of Baldwin, connecting SR 200 (US 301) at the I-10 interchange to the recently completed four-lane rural divided highway SR 200 (US 301) on the northeast side. Improvements included milling and resurfacing, new asphalt pavement, new concrete pavement, base work, embankment with surcharging, shoulder treatment, drainage improvements, curb and gutter, traffic signals, ITS, lighting, highway signing, guardrails, box culverts, six FIB bridges (four at CSX crossings), MSE walls, and other incidental construction.

Clay County Resurfacing Program, Clay County, FL. Resident Engineer/Program Manager (2/2015 – 12/2018). The improvements associated with the program included milling and resurfacing, drainage repairs, underdrain, utility relocations, signing and pavement markings, and other incidental construction.

Oakleaf Plantation Parkway Intersection Improvement, Clay County, FL. Resident Engineer (5/2018 – 8/2018). This intersection improvement project included installation of new traffic signal, overhead school zoning, milling and resurfacing, signing and pavement markings, and other incidental construction. Duties included negotiation of a CEI contract. Duties also included extensive utility coordination with UAO stakeholders.

Years of Experience: 18

Registrations/Certifications:

PE / FL / 82243 / 2017

Asphalt Paving Technician
Levels 1 & 2

Final Estimates Levels 1 & 2

QC Manager

Advanced Temporary Traffic
Control (TTC) / 34319

FDOT TROXLER Nuclear
Training and Safety

FEMA ICS 100, ICS 200,
IS 700

FDOT Local Agency Program
(LAP) Certification

Education:

BS / Civil Engineering /
University of North Florida

Sandridge Road Bridge Culvert Replacement, Clay County, FL. Resident Engineer (2/2018 – 9/2018). This was a bridge culvert replacement project that included replacement of existing double barrel concrete box culvert, roadway construction, drainage improvements, milling and resurfacing, signing and pavement markings, and other incidental construction. Duties included negotiation of a CEI contract. Duties also included extensive utility coordination with UAO stakeholders.

County Road 218 Emergency Bridge Repair, Clay County, FL. Resident Engineer (10/2017 – 12/2017). This was an emergency bridge repair project due to damages experienced during Hurricane Irma. Project included installation of crutch bents, slope protection, bridge painting, and other incidental construction. Duties included negotiation of a CEI contract.

Foxtail Avenue Roadway Reconstruction, Clay County, FL. Resident Engineer (11/2015 – 5/2016). This was a roadway reconstruction project from Johns Cemetery Road for approximately 1.5 mile to road termination. Project included drainage infrastructure, roadway reconstruction, drainage improvements, milling and resurfacing, signing and pavement markings, and other incidental construction.

Bear Run Regional Drainage Improvements, Clay County, FL. Resident Engineer (9/2015 – 3/2016). This was a regional drainage improvements project for a drainage basin that experienced regular flooding. Project included drainage infrastructure, roadway reconstruction, clearing and grubbing, pond excavation, ditch pavement, milling and resurfacing, and other incidental construction. Mr. Fleming's duties included extensive utility coordination with UAO stakeholder.

Williams Park Road Roadway Reconstruction, Clay County, FL. Resident Engineer (9/2015 – 3/2016). This was a roadway reconstruction project from County Road 209 S for approximately 1.4 mile to road termination. Project included roadway construction, drainage improvements, milling and resurfacing, signing and pavement markings, and other incidental construction.

Atkins North American, Inc., Lake City, FL. FDOT D2 GEC, Utility Department (4/2013 – 2/2015). Mr. Fleming was responsible for detailed plan and field reviews in reference to utility conflicts and constructability based on existing and/or relocated utility facilities; coordinating with FDOT personnel, design engineers, and other city, county, and government agencies/officials; reviewing and processing utility permits; preparing utility cost estimates for present and future FDOT projects; preparing and managing agreements with utility agencies/owners; and preparing and managing utility funding within FDOT work program. Reference: D2 Utilities Administrator John McCarthy, Phone: (386) 961-7452. FDOT D2 GEC, Bridge Maintenance Department. Mr. Fleming was also responsible for detailed plan reviews in reference to structures maintenance (bridges, overhead sign structures, high mast lighting, and signals) for all projects within District 2.

JEA, Jacksonville, FL. Engineer/Project Manager (8/2012 – 4/2013). Mr. Fleming was responsible for the management of complex utility projects. He performed detailed constructability reviews; developed bid packages, including specifications; conducted project schedule analysis to identify schedule activities that controlled the overall construction time and determined project critical path; completed thorough reviews of plan submittals, shop drawings, RFIs, and change order requests; negotiated change orders and contractor claims; reviewed and processed contractor pay requests; maintained accurate and up-to-date contract documents for the duration of the project; oversaw contractor performance to ensure compliance to scope, schedule, and quality; conducted and led project progress meetings to monitor project progression; efficiently managed project closeout process, including creating and monitoring punch list completion and owner acceptance; and participated in post-construction meetings with estimating staff to develop lessons learned, strengths, weaknesses, and other pertinent information regarding the project.

SR 200/US 301 Reconstruction, Duval and Nassau Counties, FL. Roadway Inspector (11/2011 – 8/2012). This \$67 million design-build project widened the road from two lanes to four lanes. The 17-mile stretch of US 301 from north of Baldwin to Callahan included embankment, 11 new bridges (including a bridge over Norfolk Southern Railroad), extensive drainage systems, MSE walls and paving.

District 2 Residency Contract, Districtwide, FL. Roadway Inspector (1/2010 – 11/2011). Mr. Fleming worked on multiple construction projects for the Department as needed, including US 1 mill and resurfacing, I-75 mill and resurfacing, US 90 mill and resurfacing, and US 301 box culvert extensions.

I-10 (Six-Laning) from Branan Field/Chaffee to I-295, Add Lanes and Reconstruct, Duval County, FL [FPID 2132724-1-52-01]. Roadway Inspector (1/2009 – 11/2011). This project consisted of rebuilding and expanding eight miles of I-10 from a four-lane roadway to a six-lane roadway, including the reconstruction of Chaffee Road and Cahoon Road. The project included roadway reconstruction and widening, milling and resurfacing utilizing superpave asphalt, Chaffee Bridge reconstruction utilizing U-beams, Cahoon Road overpass bridge widening, drainage system installation, jack and bore drainage, sidewalk and curb ramps, installation of approximately 1,000 linear feet of a 16-inch water main and 2,300 linear feet of an 8-inch force main including HDPE directional drills, new highway lighting system, signalization, sign structures and pavement markings.

RODGER SMITH

PROJECT ADMINISTRATOR

Mr. Smith has 30 years in the CEI field with a wide range of experience in both roadway and bridges. His duties include coordination of inspectors, claims tracking (Project Solve), material certification (MAC) entry and approval, monitor sample testing and reporting requirements, asphalt lot package reporting, monthly estimate review, final estimate package preparation and review and approval of daily work reports (SiteManager). He also prepares agendas and conducts weekly project, pre-construction, pre-paving and pre-deck pour meetings. Mr. Smith reviews the contractors' environmental permitting requirements, and monitors and reports deficiencies. He ensures that the contractor is adhering to the QC plan and verifies that all the mix designs are up-to-date. Mr. Smith communicates daily with the resident engineer on the progress of the project. His bridge inspection experience includes pile driving, drill shafts, concrete footings, concrete pile caps, beam placement, concrete decks, substructure/superstructure, general finishings, paint removal and application. Mr. Smith's roadway inspection experience includes clearing and grubbing, removal of muck, earthwork, subgrade and base operation, drainage/structure placement, water main and force main operations, new box culvert placement from precast to formed-in-place, rehabilitation of existing box culverts, MSE wall construction, overhead cantilever sign placement, new roadway signs, street lighting, striping temporary and permanent paint, thermoplastic operations, brick paver placement, ADA compliance, densities, asphaltic and concrete pavements including SuperPave, MOT and NPDES stormwater inspections.

SR 10 Resurfacing from Nassau County Line to Delmonte Street, Duval County, FL. [FIN 443259-1]. Project Administrator (6/2022 – Current). Improvements include milling and resurfacing, base work, shoulder treatment, drainage improvements, curb and gutter, traffic signals, highway signing, guardrail, sidewalk, and other incidental construction. Responsibilities: Conducting project meetings, contractor submittal reviews, daily contractor operations oversight, Daily Work Report (DWR) reviews (SiteManager), MAC review, review of asphalt lot package reporting, monthly estimate review, claims tracking, and inspection staff scheduling.

SR 105 (Zoo Parkway) Resurfacing from Broward Road to west of Rota Avenue, Jacksonville, FL [FIN 441321-1-52-01]. Project Administrator (6/2021 – 10/2022). This project's improvements consist of milling and resurfacing, base work, drainage improvements, curb and gutters, wrong way detection system, lighting, highway signing, sidewalks, and other incidental construction.

SR 10 (US 90) Resurfacing from Edgewood Ave. to McDuff Ave., Jacksonville, FL. Project Administrator (3/2021 – 9/2022). This project includes milling and resurfacing, base work, drainage improvements, curb and gutters, traffic signals, lighting, highway signing, sidewalks, utility construction and other incidental construction.

SR 21 Resurfacing from SR 16 to CR 215, Clay, FL. Project Administrator (1/2021 – 12/2021). This project includes milling and resurfacing, base work, shoulder treatment, drainage improvements, guardrail, traffic signals, highway signing and other incidental construction.

I-95 (SR 9/SR 115) Resurfacing from Moncrief Creek to SR 111/Edgewood Avenue in Duval County, FL. Project Administrator (2/2020 – 2/2021). This project includes milling and resurfacing, base work, shoulder treatment, drainage improvements, curb and gutters, traffic signals, lighting, highway signing, guardrail, sidewalks/bicycle path and other incidental construction.

SR 155 Hybrid Project, SR 15/US 17 at SR 16 Intersection, Clay County, FL [FPID 436118-1-52-01]. Senior Inspector (4/2018 – 5/2019). KCI is providing CEI services on this FDOT hybrid project, which include milling and resurfacing, base work, shoulder treatment, drainage improvements, curb and gutter, traffic signals, lighting highway signing, guardrail, sidewalk/bicycle path and other incidental construction.

Years of Experience: 30

TIN: S53079659

Registrations/Certifications:

Asphalt Paving Technician
Levels 1 & 2

Concrete Field Technician
Level 1

Earthwork Construction
Inspection Levels 1 & 2

Pile Driving Inspection

Final Estimates Levels 1 & 2
QC Manager

FDOT Concrete Field
Inspector Specification

ACI Concrete Field Testing
Technician Level 1

MOT Advanced

FDOT Tier 1 Illicit Discharge
Detection and Elimination
Training

TROXLER Nuclear Training
and Safety

HAZMAT Training

FDEP Stormwater, Erosion
and Sedimentation Control
Inspector Training

Critical Structures

Self-Study:

Pipe Placement

Contract Plans Reading

Subgrade & Base Inspection

Construction Math

Portland Cement Concrete
Testing

Utility Relocation, Clearing &
Grubbing

Structures I, II & III

Education:

AA / Pre-Engineering /
Daytona Beach College

SR 15 Resurfacing from Sweat Road to SR 16A, Clay County, FL [FPID 432269-1-52-01]. Project Administrator (2/2017 – 2/2018). KCI provided CEI services on this project, which included milling and resurfacing, shoulder treatment, highway signing, and other incidental construction.

SR 19 from Marion County Line to Barge Canal Bridge, Putnam County, FL [FPID 432265-1-52-01]. Project Administrator (2/2017 – 2/2018). This project included milling and resurfacing, shoulder treatment, drainage improvements, highway signing, guardrail, three beam upgrades at the bridge connection, and other incidental construction.

SR 200 Reconstruction, Duval and Nassau Counties, FL [FPID 429551-1-52-01]. Senior Inspector (7/2015 – 4/2016). This \$67 million design-build project was to widen two lanes to four lanes, and 17 miles of US 301 from north of Baldwin to Callahan. It included embankment, 11 new bridges, extensive drainage systems, MSE walls, and asphalt paving.

SR 97 over Little Pine Barron Creek, Escambia County, FL. Project Administrator/Senior Inspector (8/2013 – 7/2015). This was a hybrid contract from start-up to final estimates. Mr. Smith assisted in assembly and preparation of final estimates packages.

Beck's Lake Road over Unnamed Branch Bridge, Pensacola, FL. Project Administrator/Senior Inspector (6/2014 – 1/2015). This was a hybrid contract from start-up to final estimates.

Bauer Road over Unnamed Branch of Bayou Garcon, Bridge #484078, Pensacola, FL. Project Administrator/Senior Inspector (8/2013 – 6/2014). This was a hybrid contract from start-up to final estimates.

Sharpes Ferry Bridge Repair, Silver Springs (Ocala), FL [FPID 415256-1-52-01, Contract E5N67]. Senior Inspector (2/2013 – 8/2013). This project entailed the repair of Sharpes Ferry Bridge MSE wall that failed due to embankment settlement and shearing of reinforcing tie bars. It consisted of bolting made-up T-steel to the existing concrete slab, installed tie bars and anchored to the existing concrete MSE panels.

SR 423/434 (John Young Parkway) Extension Design-Build, Orange County, FL [FPID 239496-2-52-01]. Senior Inspector (9/2012 – 2/2013). Construction and design consisted of the widening/reconstruction and a new alignment extension of SR 423 (John Young Parkway) from a rural four-lane to an urban six-lane from Shader Road to just north of SR 424 (Edgewater Drive). The project work included new pavement, milling and resurfacing, pavement widening, curb and gutter, drainage system improvements, sidewalks, bridge construction, noise walls, retaining walls, signing and pavement markings, lighting, ITS, signals, and maintenance of traffic. The bridge work was associated with a grade separation at the existing SR 423/US 441 which also spans over the Central Florida Railroad.

SR 78 Milling/Resurfacing, Lee County, FL. Senior Inspector (6/2009 – 6/2010). This project involved CEI services for 1.5 miles of milling and resurfacing. Also included were pipe placement/MES installations, addition of a new turn lane, new roadway signs, signal work, sod placement and striping.

SR 31 Wilson Pigott Bridge No. 120064, Lee County, FL. Senior Inspector (10/2008 – 6/2009). This project involved CEI services for bridge rehabilitation consisting of replacement of structural steel, patching spalls, and delaminations of the concrete barrier rails and post, replacement of neoprene bearing pads, cleaning and sealing concrete joints, replacing traffic gates, placement of sand cement rip-rap, cleaning and painting structural steel, reconditioning of the drive machinery and the trunnion bearing assemblies, replacement of the hydraulic power units, span locks, live-load shoes and bumper blocks.

SR 82 Milling/Resurfacing, Collier County, FL. Senior Inspector (6/2008 – 10/2008). This project involved CEI services for seven miles of milling and resurfacing with some overbuild areas, pipe placement, MES installations, addition of a new turn lane new roadway sign, light pole relocation, sod placement and striping.

RAFAEL CASTRO

PROJECT ADMINISTRATOR/ASSISTANT PROJECT ADMINISTRATOR

Mr. Castro has 21 years of project experience with an extensive understanding of office administration and impeccable attention to detail. His cross-training and focus on details allow the KCI team to keep construction moving forward by executing the game plan with precision and timeliness. Mr. Castro is experienced in maintaining contractor's records, reviewing contractors pay applications, preparing change orders including work orders and supplemental agreements, tracking and documenting RFIs, tracking material certifications and test results, and developing digital as-built plans. He understands specifications related to contractor claim responsibilities and how to assist in the development of an engineer's estimate for any necessary additional work.

I-295 Resurfacing from New Berlin Road to South End of the Dames Point Bridge, Jacksonville, FL [FIN 443420-1]. Project Administrator (7/2021 – Current). This project's improvements consist of milling and resurfacing, shoulder treatment, guardrail, drainage improvements, curb and gutter, sidewalk curb ramps, highway lighting, traffic signals, lighting, bridge joint rehabilitation, traffic monitoring, and other incidental construction. Responsibilities: Conducting project meetings, contractor submittal reviews, daily contractor operations oversight, Daily Work Report (DWR) reviews (SiteManager), MAC review, review of asphalt lot package reporting, monthly estimate review, claims tracking, and inspection staff scheduling.

SR 105 (Zoo Parkway) Resurfacing from Broward Road to West of Rota Avenue, Jacksonville, FL [FIN 441321-1-52-01]. Assistant Project Administrator / Contract Support Specialist (6/2021 – 10/2022). This project's improvements consist of milling and resurfacing, base work, drainage improvements, curb and gutters, wrong way detection system, lighting, highway signing, sidewalks, and other incidental construction.

SR 10 (US 90) Resurfacing from Edgewood Avenue to McDuff Avenue, Jacksonville, FL [FIN 437319-1-52-01]. Contract Support Specialist (8/2021 – 11/2022). This project's improvements consist of milling and resurfacing, base work, drainage improvements, curb and gutters, traffic signals, lighting, highway signing, sidewalks, utility construction and other incidental construction in Duval County.

FDOT District 3, CR 268 High Bridge Road from Joe Adams Road to Brickyard Road, Gadsden County, FL. Contract Support Specialist (8/2020 – 7/2021). The improvements under this contract consist of adding paved shoulders, approximately 6000 linear feet of sidewalk, sheet pile walls, gravity wall, bridge railing retrofit (Bridge No. 500045), guardrail upgrades (Bridge Nos. 500072, 500099 and Bridge Culvert No. 500046), drainage improvements, intersection improvements, and other incidental construction along County Road 268 (High Bridge Road) from Joe Adams Road to Brickyard Road. Mr. Castro's duties include inspecting and documentation of all construction operations involved with the project, daily construction reports, field measurements and verifying quantities for monthly pay requests.

FDOT District 2, SR 200 / US 301 Bridge Replacement at Alligator Creek Bridge No. 280063, FIN 434038-1-6-01, Bradford County, FL. Assistant Project Administrator (7/2020 – 7/2021). The scope of service for this project consists roadway and shoulder widening, overbuild and reconstruction to correct cross slope and improve drainage, milling and resurfacing of all travel lanes, as well as construction of gravity wall, sidewalks, pedestrian guiderails, and driveways. Additional work items include minor drainage improvements, erosion protection, signing and pavement markings, and guardrail. SR 200 (US 301) is the principal North/South route through downtown Starke. The completion of the US 301 Truck Bypass has lessened the volume of traffic on this route enabling the temporary reduction of this four-lane roadway to two lanes for replacement of this bridge. The primary objective of this 350-day project consists of demolition and reconstruction of the existing structure built in 1962 and replacement of bank and shore due to current protection being severely undermined. Bridge construction includes driving 22, dynamically tested, 18-inch concrete piles, placement of eleven 89-foot-two-inch Florida I-36 beams and construction of two temporary sheet pile retaining walls. The bridge will be constructed in two lateral sections as to not impede the flow of traffic.

FDOT District 2, CR 200A New Culvert over Alligator Creek Bridge No. 280034, FIN 435780-1-62-01, Bradford County, FL. Assistant Project Administrator (9/2020 – 4/2021). The scope of this 0.09-mile project included roadway and shoulder widening and reconstruction of all travel lanes, along with construction of drain flumes, ditch grading, and driveway. Additional work items included

Years of Experience: 21

Registrations/Certifications:

Asphalt Paving Levels 1 & 2

Concrete Field Technician
Level 1

Drilled Shaft Inspection

Earthwork Levels 1 & 2

Final Estimates Levels 1 & 2

QC Manager

MOT Advanced

Qualified Sampler Technician

ACI Field Testing Technician

Grade 1

FDEP Stormwater Erosion
and Sedimentation Control
Inspector

IMSA Traffic Signal Technician

Level 1

Nuclear Radiation Safety /
HAZMAT

Critical Structures Self - Study

Radiation Safety Officer

Education:

Diploma / Xavier High School

minor drainage improvements, erosion protection, signing and pavement markings, and guardrail. CR 200A (old US 301) is a two-lane roadway, servicing residents and a lumber yard on this two-mile-long roadway.

FDOT District 2, SR 24 Lighting Project, FIN 439489-1-52-01, Alachua County, FL. Contract Support Specialist (9/2020 – 2/2021). The scope of this three-mile JPA project with Gainesville Regional Utility (GRU) included the installation of 88 new light poles to improve the roadway lighting for this corridor. The project also included the upgrading of all sodium lights with new LED fixtures for all existing poles.

FDOT District 3, SR 20 (Blountstown Highway) from SR 366 (Pensacola Street) to SR 10 (US 90) Tennessee Street, FIN(s) 439726-1-52-01, 439726-1-52-02 & 439726-1-52-03, Calhoun County, FL. Contract Support Specialist (2/2020 – 8/2020). The scope of this project consisted of milling and resurfacing that included base work, shoulder treatment, drainage improvements, curb and gutters, traffic signals, guardrail, and sidewalks/bicycle path. Mr. Castro's duties included maintaining contract records, preparing change orders, review and maintenance of the as-built drawings, and processing contractor's payments.

City of Jacksonville, Cecil Trail Northern Extension LAP Project, FIN(s) 212096-2-58-01, 212096-3-58-01, Duval County, FL. Project Administrator (7/2019 – 12/2019). This project consisted of the installation of a 10-foot wide asphalt paved multi-use trail as an extension to the existing Cecil Field area trail system North of SR 228 (Normandy Boulevard) in Jacksonville. Duties included overseeing the project and working with the contractor to complete it in a timely manner. This was a LAP project so coordination with the FDOT was very important. Due to permitting issues with the Army Corp of Engineers the contract was going to go over on time. Mr. Castro was able to work closely with COJ and the FDOT to resolve this matter and avoid the contract to go into Liquidated Damages. The project was closed out successfully and on time.

FDOT District 3, SR 20 Resurfacing, FIN 436270-1-52-01, Liberty County, FL. Contract Support Specialist (6/2019 – 12/2019). This project consisted of milling and resurfacing, shoulder treatment, drainage improvements, widening, guardrail, culvert extension, pavement reconstruction, and signing and pavement markings on State Road 20 from East of State Road 65 to the Ochlocknee River Bridge approximately 8.422 miles. Mr. Castro's duties included maintaining contract records, preparing change orders, review and maintenance of the as-built drawings, and processing contractor's payments.

FDOT District 3, SR 75 (US 231) Resurfacing from N. of CR 169 Peanut Road to N. of SR 73 and from Pike Pond Road to Mill Road, FIN(s) 437747-1-52-01, 437749-1-52-01, Jackson County, FL. Contract Support Specialist (10/2018 – 8/2019). This multi-FIN contract consisted of milling and resurfacing, drainage, culvert repairs and signing and pavement markings. Mr. Castro's responsibilities included maintaining contract records, preparing change orders, reviewing and maintenance of the as-built drawings, and processing contractor's payments.

FDOT District 2, SR 5A (A1A) Resurfacing from N of King Street to SR16 (Picolata Road), FIN 436161-1-52-01, St. Johns County, FL. Contract Support Specialist (5/2018 – 8/2019). The improvements under this contract consisted of milling and resurfacing, base work, drainage improvements, curb and gutter, traffic signals, highway signing, sidewalk/bicycle path and other incidental construction. Mr. Castro's duties included maintaining contract records, preparing change orders, review and maintenance of the as-built drawings, and processing contractor's payments.

FDOT District 3, 158 (Old Lloyd Road) over Branch of Lloyd Creek Bridge No(s) 544044 & 544045, FIN(s) 430476-1-52-01, 430477-1-52-01, Jefferson County, FL. Contract Support Specialist (11/2017 – 8/2018). The scope of work included bridge reconstruction, milling and paving, guardrail installation, and signing and pavement markings. Mr. Castro was responsible for reviewing and monitoring all construction documentation and ensuring compliance with the contract documents and specifications.

KIMBERLY EBMEIER

CONTRACT SUPPORT SPECIALIST

Ms. Ebmeier has been in the vertical and horizontal construction industry since 1987. She has over 28 years working with FDOT and private sector CEI road and bridge various projects, and five years of horizontal construction experience at various locations including, but not limited to, Kings Bay Naval Base (various high security areas), City of Jacksonville (Duval County Jail and Barnett Bank Center), and Omni Amelia Island Plantation Resort.

Ms. Ebmeier's experience includes, but is not limited to, processing Supplemental Agreements (SA)/CSAs and work orders, maintain contingency file logs, review field quantities, as-built matrices, EngMenu/MultiLine/Trimble entries, review monthly contractor certifications (MOT, striping, fuel (LS/DB jobs), bit); asphalt reports, pile driving logs, concrete tickets, limerock tickets, process stockpile material requests in preparation of contractors monthly estimates, including line and contract item adjustments in SiteManager (damage recovery, IRI results, QC resolution tests deductions, retainage, etc.), entering contract time extensions, maintain time file, input subcontractors (Turnpike and D7), MAC, unpaid bills; PSSP; and final estimates closeout.

SR 21 Resurfacing from SR 16 to CR 215, Clay, FL. Contract Support Specialist (1/2021 – 8/2022). This project includes milling and resurfacing, base work, shoulder treatment, drainage improvements, guardrail, traffic signals, highway signing and other incidental construction.

I-95 (SR-9/SR-115) Resurfacing from Moncrief Creek to SR 111/Edgewood Avenue, Duval County, FL [FIN #438900-1-52-01]. Contract Support Specialist (2/2020 – 2/2021). This project included milling and resurfacing, base work, shoulder treatment, drainage improvements, curb and gutters, traffic signals, lighting, highway signing, guardrail, sidewalks/bicycle path and other incidental construction.

I-75 @ Florida's Turnpike Wildwood Interchange Modification Northern Terminus MP-309 [FINs #406110-1-52-01 & #406110-2-52-01]. Contract Support Specialist (5/2018 – 2/2020). Ms. Ebmeier provided support for this project which included improvements of traffic flow between I-75 (SR 93), Florida's Turnpike (SR 91), and SR 44 through widening and reconfiguration of the 3.3 miles of I-75/Turnpike Interchange. Improvements include the construction of braided ramps to and from SR 44 to eliminate weaving, widening of I-75 and the construction of auxiliary lanes on NB I-75 to north of SR 44. Work items consists of widening lanes, new lane construction, new MSE walls, rigid inclusions, three new bridges, two straddle caps, widening of one bridge, milling and resurfacing, drainage, traffic signals, highway signing, guardrail, and other incidental construction activities.

Florida's Turnpike Resurfacing and Roadside Improvements from MP 287.8 to 288.7 NB; SB and MP 288.7 to 297.9 NB, Lake County, FL [FINs #437988-1-52-01 & #437988-3-52-01]. Contract Support Specialist (3/2018 – 9/2019). Ms. Ebmeier provided contract administration for this project which included milling and resurfacing, various areas of deep milling and resurfacing, cross slope corrections, super-elevation corrections, work at the NB US 27 ramp and the CR 470 ramps, removal of three crossovers, 17 box culvert repairs, front slope corrections, manhole adjustments, slope drain, replacement of two load centers, signing and thermoplastic striping. The project uniqueness consists of e-ticket asphalt tickets (electronic tickets only; paperless).

Florida's Turnpike Add Emergency Shoulder Use (ESU) Lanes, Lake County, FL [New FIN Added to Above Contract: #437988-1-52-02]. Contract Support Specialist (3/2018 – 9/2019). This FIN was incorporated with above FINs #437988-1-52-01 & #437988-3-52-01 due to this area being in the "priority area" for implementing this ESU plan from Orlando to the Turnpike/I-75 interchange. Two pinch points areas required similar scope of work to widen the roadway to the inside to accommodate a wider outside shoulder and permanently shift traffic towards the median. The requirement for e-ticket asphalt tickets continued with this FIN.

Florida's Turnpike Okahumpka Service Plaza Ramps and Signing Improvements, Sumter County, FL [New FIN Added to Above Contract: #441306-1-52-01]. Contract Support Specialist (2/2019 – 11/2019). Ms. Ebmeier provided contract administration for this project which included improvements to the service plaza ramps and frontage roads for the Turnpike's Okahumpka Service Plaza, MP 299. Work included shoulder reconstruction, milling, resurfacing, excavation, embankment, mowing, litter removal, clearing and grubbing, curb and gutter removal and replacement, drainage, signage upgrade, striping, thermoplastic, MOT including four special

Years of Experience: 35

Registrations/Certifications:

Asphalt Paving Levels 1 & 2

Final Estimates Levels 1 & 2

QC Manager

FDOT Build America,

Buy America (BABA):

Implementation Guidance

for Projects with Federal

Funding

FDEP Erosion Control

CSX SAFE On-Line Cert.

SiteManager, PTS

TSO/CARS

MAC

Engineering Menu

MultiLine

ProjectSolve (PSSP)

Trimble

Education:

AA / Florida State College of

Jacksonville

detours and pedestrian LCDs. Multiple claims were submitted on this initial 151-day project along with challenges from debris and electrical lines within the drainage areas and hurricane damages.

Florida's Turnpike Roadway Settlement Improvements from MP 284.417 to 284.512 Rigid Pavement Rehabilitation #11470 [FIN #437167-2-62-01]. Contract Support Specialist (12/2018 – 5/2019). Ms. Ebmeier provided contract administration for this milling and resurfacing project with various areas of deep milling and resurfacing on NB and SB Turnpike mainline that includes shoulder overbuild, guardrail replacement, thermoplastic, etc.

SR 200/A1A Add Lanes, Reconstruct and Bridge Widening from West of Rubin Road to East of CR 107/Scott Road [FINs #210712-4-52-01 & #210712-4-56-01]. Contract Support Specialist (11/2015 – 1/2018). Ms. Ebmeier provided contract administration on 4.9 miles of SR 200 four-lane roadway that includes one bridge crossing extensive JEA water and sewer relocations/installations, widening from four to six lanes of roadway and a concrete bridge, milling and resurfacing, base, shoulder treatment, drainage improvements, curb and gutter, traffic signals, signing, guardrail, sidewalks, etc. Permit projects such as Comcast, FPU, AT&T, etc., were assigned after project let.

SR 5/US 17 (Main Street) over Hogans Creek Culvert Replacement to Bridge Reconstruction (D/B Project) [FINs #439601-1-52-01 & #439601-1-62-01]. Contract Support Specialist (7/2016 – 6/2017). Ms. Ebmeier provided contract administration, inspection, and material sampling and testing on this emergency structure replacement project over Hogans Creek Bridge in Downtown Jacksonville that is located in an extremely aggressive environmental area. Improvements consisted of design, removal, replacement, and disposal of the existing 17' 9" single span reinforced concrete structure along Main Street over Hogans Creek. The structure was replaced with 18" piling and minimum 20' concrete slab along with reconstruction of the existing roadway, sidewalks, curb and gutter, bridge railing removal/rehab/reinstallation (with electrical), utility work, drainage, and lighting work necessary to restore the facility to its original condition, perform vibration monitoring, etc. The historical bridge elements from the existing structure were removed, rehabilitated, and reinstalled on the new structure.

Newnan Street/Hubbard Street from South of Orange Street to South of Confederate Street [FINs #415254-1-52-01 & #415254-1-62-01]. Contract Support Specialist (12/2015 – 1/2017). Ms. Ebmeier provided contract administration, inspection, and material sampling and testing on this bridge rehab project over Hogans Creek Bridge in Downtown Jacksonville. Improvements consist of milling and resurfacing, base work, curb and gutter, bridge repair and rehab, including clean and remove paint, masonry and concrete repairs, clean precast elements and painting; sidewalks/bicycle path, lighting, and other incidental construction. The historical bridge rehab project is located over a highly environmentally sensitive area. Architectural elements were removed, rehabilitated, and reinstalled upon bridge completion.

I-295/SR 9A at Heckscher Drive Interchange/New Berlin Access Interchange Improvements [FINs #415254-1-52-01 & #415254-1-62-01]. Contract Support Specialist (12/2015 – 1/2017). This project included 1.3 miles of access and operational improvements to JaxPort for increased truck traffic that includes a two-lane bridge spanning New Berlin Road and the CSX railroad, new ramps, PCC pavement, asphalt permeable treated base, cement permeable treated base, MSE/sheet pile/gravity walls, drainage, multiple ponds, high mast lighting, overhead truss signs, ITS, signal installations, fencing, along with mass coordination with utility companies, JaxPort, ICTF, CSX, FDOT adjacent projects (ITS, Dames Point Thermoplastic), TraPac Terminal and oversized permit vehicles.

Painting, Repairs, and Other Incidental Construction of Four Bridges Located at SR 136 over Suwannee River (Columbia County), SR 47 over Santa Fe River (Gilchrist County), SR 49/US 129 over Santa Fe River (Gilchrist County), and SR 20/US 27 over Santa Fe River (Alachua County). Contract Support Specialist (7/2013 – 2/2015). The four bridge rehab projects consisted of blasting the existing structures, H-piles, replace bolts/nuts/washers, jacking and shimming of one bridge, removing and replacing of pile jackets, cathodic protection operations, contamination removal oversight, and coating the bridges.

KARI FRANCESCHINA

CONTRACT SUPPORT SPECIALIST

Ms. Franceschina is a proficient administrative support professional with 20 years of experience, offering a multitude of office management skills and proficiency in Microsoft Office and other applications/systems. She is a strong planner and problem-solver who readily adapts to change. Ms. Franceschina works well independently or on a team and exceeds expectations, and is able to multi-task priorities and projects to meet tight deadlines without compromising quality.

I-295 Resurfacing from New Berlin Road to South End of the Dames Point Bridge, Jacksonville, FL [FIN 443420-1]. Contract Support Specialist (7/2021 – Current). This project's improvements consist of milling and resurfacing, shoulder treatment, guardrail, drainage improvements, curb and gutter, sidewalk curb ramps, highway lighting, traffic signals, lighting, bridge joint rehabilitation, traffic monitoring, and other incidental construction. **Responsibilities:** Processing SA/CSAs and work orders, reviewing field book quantities, as-built matrices, input lat/dats (EngMenu), and truck measurements, coding and reviewing scanned EDMS documents (ProjectSolve), reviewing monthly contractor certifications, asphalt lot package reporting, processing stockpile material requests, maintaining Time File, inputting contract time extensions, preparing weather/holiday letters, as well processing and tracking the Contractor's unpaid bills, prepare monthly estimates and final estimates package/acceptance letters at closeout.

SR 105 (Zoo Parkway) Resurfacing from Broward Road to W of Rota Avenue, Jacksonville, FL [FIN 441321-1-52-01]. Associate Contract Support Specialist (6/2021 – 10/2022). KCI is providing inspection services for the two bridge replacement projects. Improvements include bridge(s) replacement, roadway reconstruction, milling and resurfacing, guardrail, drainage, signing and pavement markings, and incidental construction in Bradford County.

SR 10 (US 90) Resurfacing from Edgewood Ave. to McDuff Ave., Jacksonville, FL. Associate Contract Support Specialist (3/2021 – 11/2022). KCI is providing bridge inspection services for the two bridge replacement projects. Improvements include bridge(s) replacement, roadway reconstruction, milling and resurfacing, guardrail, drainage, signing and pavement markings, and incidental construction in Bradford County.

Atlantis Road New Construction, Clay, FL. Contract Support Specialist (1/2021 – 4/2022). KCI is providing bridge inspection services for the two bridge replacement projects. Improvements include bridge(s) replacement, roadway reconstruction, milling and resurfacing, guardrail, drainage, and signing.

SR 21 Resurfacing from SR 16 to CR 215, Clay, FL. Associate Contract Support Specialist (1/2021 – 12/2021). This project includes milling and resurfacing, base work, shoulder treatment, drainage improvements, guardrail, traffic signals, highway signing and other incidental construction.

I-95 (SR 9/SR 115) Resurfacing from Moncrief Creek to SR 111/Edgewood Avenue in Duval County, FL. Associate Contract Support Specialist (2/2020 – 2/2021). This project includes milling and resurfacing, base work, shoulder treatment, drainage improvements, curb and gutters, traffic signals, lighting, highway signing, guardrail, sidewalks/bicycle path and other incidental construction.

SR 201 New Road Construction, Baldwin Bypass, Jacksonville, FL. CEI Secretary/Clerk (5/2018 – 4/2021). KCI is providing CEI services to construct a bypass around the Town of Baldwin, connecting SR 200 (US 301) at the I-10 interchange to the recently completed four-lane rural divided highway SR 200 (US 301) on the northeast side. The project includes six FIB bridges (four at CSX crossings), embankments with surcharging, MSE wall and new asphalt and concrete roadway. Ms. Franceschina's duties include assisting the senior project engineer and the project administrator with preparation of materials for progress meetings and pre-activity meetings throughout the project. She reviews and processes timesheets and OT logs. She also assists the CSS with monthly progress estimates and maintaining project files locally as well as uploading to Project Solve (PSSP). Ms. Franceschina processes latitude and departure data using Engineer Menu for quantities for mowing, sod and seed mulch, as well uses Multi-Line for subsoil quantities. She reviews progress estimates for errors with backup documentation, and analyzes Daily Work Reviews (DWRs) in Site Manager for any errors or missing information and other clerical duties as requested. Ms. Franceschina manages the office by ordering supplies, scheduling trainings to ensure certifications do not expire, maintains the office fleet, and makes sure equipment is calibrated for use on projects.

Years of Experience: 22

TIN: F65250176

Registrations/Certifications:

Asphalt Paving Levels 1 & 2

Final Estimates Levels 1 & 2

QC Manager

State of Florida Notary Public

Tier 1 Illicit Discharge

Detection Training

Education:

Certificate in Administrative

Assisting / Porter & Chester

Institute

Diploma / Ludlow High

School, Ludlow, MA



Daryl Thie, PLS



Summary of Experience

Mr. Thie oversees the operations and business development of T2 Utility Engineers' surveying and mapping, subsurface utility engineering, and utility coordination services provided throughout the Southern US and the Gulf Coast Region.

His extensive experience throughout the Southeastern United States includes, but is not limited to: boundary, GLO retracement, mean high water, right-of-way, horizontal and vertical control, transportation design, subsurface utility designating and locating, terrestrial LiDAR, and hydrographic surveys. He has completed projects for federal, state, and local government agencies including Florida Department of Transportation (FDOT), Alabama Department of Transportation (ALDOT), Louisiana Department of Transportation & Development (LaDOTD), City of Jacksonville, Jacksonville Transportation Authority (JTA) Florida Department of Environmental Protection (FDEP), United States Army Corp of Engineers, and the NAVFAC Southeast, to name a few.

Having managed hundreds of projects over the course of his career, Mr. Thie has the ability to see projects through from conception to completion. Anticipating challenges before they arise and implementing creative and innovative solutions to resolve them, Mr. Thie ensures his branch and project managers have the resources they need to deliver accurate projects, on time and in a cost-efficient manner.

Significant Projects

[Continuous CEI Services, KCI Technologies, Inc., Nassau County, Nassau County, FL.](#) T2 Utility Engineers is providing pre and post CEI check x-sections to include recovering existing horizontal and vertical control, utilizing existing alignment per plan set to establish x-sections and approximately five locations starting at Nassau County Line and ending at Oscar Road.

[CR 200A, Lofton Creek Bridge Replacement, Florida Department of Transportation District Two, Nassau County, FL. Contract/QA/QC Manager.](#) T2 Utility Engineers is providing the surveying and mapping, subsurface utility engineering and utility coordination for this bridge replacement project. Surveying to include project control, alignment, and right-of-way surveying and mapping. Subsurface utility engineering to include ASCE Quality Level B designating and ASCE Quality Level A locating and full utility coordination services.

[Miner Road at SR 200 – Intersection Improvement, Nassau County Contract, Nassau County, FL. Contract/QA/QC Manager.](#) T2 Utility Engineers provided the horizontal and vertical control, alignment and TOPO/DTM design survey to include right-of-way surveying and mapping along with subsurface utility engineering to include ASCE 38-02 Quality Level B designating and ASCE 38-02 Quality Level A locating of subsurface utilities.

[SR A1A, Florida Department of Transportation District Two, Nassau County, FL. Contract/QA/QC Manager.](#) T2 Utility Engineers provided ASCE Quality Level B designating and ASCE Quality Level A locating of subsurface utilities.

[SR 10, Florida Department of Transportation District Two, Nassau County, FL. Contract/QA/QC Manager.](#) T2 Utility Engineers provided the control, alignment and full 3D TOPO/DTM design survey to include ASCE Quality

Current Position

Vice President, Southern US

Profession

Professional Land Surveyor

Years of Experience

43

Joined T2ue

September 2009

Education

BS / Land Surveying /
University of Florida / 1981

Professional Registrations

- PLS / FL / 4179

Affiliations

- Florida Surveying and Mapping Society
- American Congress on Surveying and Mapping
- National Society of Professional Surveyors
- American Association for Geodetic Surveying
- American Society of Civil Engineers
- Florida Transportation Builders Association



Daryl Thie, PLS

Level B designating and ASCE Quality Level A locating of subsurface utility engineering services for this 2.4-mile resurfacing project.

[SR AIA, Florida Department of Transportation District Two, Nassau County, FL. Contract/QA/QC Manager.](#) T2 Utility Engineers provided ASCE Quality Level B designating and ASCE Quality Level A locating of subsurface utilities to map the precise horizontal and vertical position of underground utilities within the project limits.

[Amelia Road Bridge No. 3401, Nassau County, FL. Contract/QA/QC Manager.](#) T2 Utility Engineers provided the horizontal and vertical control, alignment right of way and the design survey to include subsurface utility engineering ASCE 38-02 Quality Level B Designating for this guardrail replacement project.

[Districtwide Surveying and Mapping Contract, Florida Department of Transportation District Two, Various Counties, FL. Contract/QA/QC Manager.](#) T2 Utility Engineers is providing FDOT District Two with control, alignment, design, right-of-way surveying and mapping services, right-of-way staking, maintained right-of-way mapping as well as subsurface utility engineering services ASCE Quality Level "B" Designating and ASCE Quality Level "A" Locating within the district's 18-county area under this five-year task based contract.

[McDuff Avenue Improvements, JTA, Duval County, FL. Contract/QA/QC Manager.](#) T2 Utility Engineers provided the ASCE 38-02 Quality Level B Designating and ASCE 38-02 Quality Level A Locating of subsurface utilities as well as utility coordination for this McDuff Avenue improvement project from Melson Avenue to Huron Street for this JTA Mobility project.

[SR 115 \(Arlington Expressway\), Florida Department of Transportation District Two, Duval County, FL. Contract/QA/QC Manager.](#) T2 Utility Engineers provided the control, alignment right-of-way and full 3D TOPO/DTM design survey using Low Altitude Aerial Mapping (LAMP) to include ASCE Quality Level "B" Designating and ASCE Quality Level "A" Locating of subsurface utilities for this resurfacing and operational improvement project. T2 Utility Engineers also provided full utility coordination services for this project.

[SR 5 \(US 17\) State Street to Trout River, Florida Department of Transportation District Two, Duval County, FL. Principal-In-Charge / QA/QC Manager.](#) T2 Utility Engineers is providing the control, alignment, right-of-way, aerial control and survey of obscured areas in support of the design survey for this resurfacing project. The design survey is being performed using Low Altitude Mapping Photography. T2ue's efforts also include ASCE Quality Level "B" Designating and ASCE Quality Level "A" Locating of subsurface utilities and full utility coordination services.

[SR 5 \(US 1\) Bridge Replacement at Oyster Creek, Florida Department of Transportation District Two, St. Johns County, FL. Contract/QA/QC Manager.](#) T2 Utility Engineers provided the horizontal and vertical control, alignment and full 3D TOPO/DTM design survey to include subsurface utility engineering ASCE 38-02 Quality Level "B" Designating and ASCE 38-02 Quality Level "A" Locating of subsurface utilities, along with full utility coordination services for PD&E/Design of this bridge replacement. Survey services also included surveying a hydrographic survey, WSPro sections, wetland flags and geotechnical boring locations.

[Old Haw Creek Road, Flagler County, FL. Project Manager/QA/QC.](#) T2 Utility Engineers provided horizontal and vertical control, alignment along with select areas of 3D TOPO/DTM and full 2D TOPO with Cross Sections for the design survey of this the 4.87-mile reconstruction/resurfacing of Old Haw Creek Road.

[CR 210 at CR 2209 Intersection, St. Johns County Board of County Commissioners, St. Johns County, FL. Contract/QA/QC Manager.](#) T2 Utility Engineers recovered existing St. Johns County horizontal and vertical control and provided Subsurface Utility Engineering to include ASCE 38-02 Quality Level B Designating and ASCE 38-02 Quality Level A Locating (VVH Test Holes) for the design of a left turn lane and access management for this intersection improvement project. In addition, T2 Utility Engineers provided utility coordination services.



CHRISTOPHER ANDERSON
MAT Senior Engineering Technician

EDUCATION

High School Diploma
Yulee High School
Yulee, Florida, 2009

CERTIFICATIONS

ACI Concrete Field Testing Grade I

FDOT Concrete Field Technician -
Level 1 (CTQP)

FDOT Earthwork Construction
Inspection – Level I & II (CTQP)

FDOT Drilled Shaft Inspection
(CTQP)

FDOT Asphalt Paving – Level I &
II (CTQP)

Nuclear Density Gauge Safety

TIN: A53610290

Mr. Anderson has 4 years of construction materials testing experience and knowledge of field testing and documentation. Mr. Anderson has performed QC testing on construction projects for multiple public and private entities including the City of Jacksonville (COJ), Florida Department of Transportation (FDOT) and Jacksonville Transportation Authority (JTA). His experience includes earthwork construction, concrete construction including drilled shafts, and asphalt paving.

WORK HISTORY

February 2018 – Present:

CSI Geo, Inc., Jacksonville, FL; **Construction Materials Testing Technician**
Construction Materials Testing engaged in the field inspection and testing of soil, concrete, and asphalt on federal, state, and local projects.

PROJECT EXPERIENCE

Everbank Stadium Improvements: Amphitheater and Flexfield, City of Jacksonville, FL

CMT Technician - Testing included in place soil compaction testing (nuclear density), concrete sampling and testing, asphalt roadway inspection, static and dynamic load testing, augercast pile inspection, and steel inspections.

Girvin Road Widening: Jacksonville Transportation Authority, Jacksonville, FL

CMT Technician responsible for quality control testing and construction materials inspection including in place soil compaction testing (nuclear density), concrete sampling and testing, and asphalt roadway inspections.

Jacksonville Regional Transportation Center: Jacksonville Transportation Authority, Jacksonville, FL

CMT Technician responsible for quality control testing and construction materials inspection including in place soil compaction testing (nuclear density), concrete sampling and testing, asphalt roadway inspections and steel inspections.

Kernan Blvd 4 Laning: Jacksonville Transportation Authority, Jacksonville, FL

CMT Technician responsible for quality control testing and construction materials inspection including in place soil compaction testing (nuclear density), concrete sampling and testing, and asphalt roadway inspections.

Hanger 124 Repairs: NAVFAC, NAS Jacksonville, FL

CMT Technician responsible for quality control testing and construction materials inspection including in place soil compaction testing (nuclear density), concrete sampling and testing, and concrete pavement testing.

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

CMT Technician responsible for quality control testing and construction materials inspection including in place soil compaction testing (nuclear density) and concrete sampling and testing.

JAMES SIMPSON

SENIOR BRIDGE INSPECTOR

Mr. Simpson has extensive experience in new bridge and roadway construction, inspection and quality control on a wide variety of construction projects. His specific expertise is in bridge (concrete, steel, and bascule) construction, post-tensioning and bridge coating.

SR 10 (US 90) Resurfacing from Edgewood Avenue to McDuff Avenue, Jacksonville, FL [FIN 437319-1-52-01]. Senior Inspector (03/2021 – Current). This project's improvements consist of milling and resurfacing, base work, drainage improvements, curb and gutters, traffic signals, lighting, highway signing, sidewalks, utility construction and other incidental construction in Duval County.

SR 200 Bridge Replacement over Alligator Creek, Bradford, FL. Senior Bridge Inspector (7/2020 – 2/2021). KCI is providing bridge inspection services for the two bridge replacement projects. This project includes replacement of the SR 200 (US 301) bridge over Alligator Creek Bridge No. 280003, with new Bridge No. 280076 and roadway reconstruction, milling and resurfacing, guardrail, drainage, signing and pavement markings, and incidental construction.

SR 201 New Road Construction, Baldwin Bypass, Jacksonville, FL. Senior Bridge Inspector (8/2017 – 7/2021). KCI is providing CEI services to construct a bypass around the Town of Baldwin, connecting SR 200 (US 301) at the I-10 Interchange to the recently completed four-lane rural divided highway SR 200 (US 301) on the northeast side. The project includes six FIB bridges (four at CSX crossings), embankment with surcharging, MSE wall and new asphalt and concrete roadway.

I-295 Express Lanes, Jacksonville, FL. Senior Bridge Inspector (12/2014 – 8/2017). The project consisted of the widening of six existing bridges of various types which included the additional members of concrete beams and steel girders. Mr. Simpson provided inspection of all phases of building, demolition and documentation (field books, payment, etc.) of bridges, which included pile driving, concrete placement, reinforced steel inspection, MOT, steel girder erection (including bolt tightening), bridge coating, grinding/grooving, signage, and environmental monitoring.

I-295/Collins Road, Jacksonville, FL. Senior Bridge Inspector (6/2010 – 12/2014). The project consisted of the erection of four new bridges and one bridge widening over CSX RR. Mr. Simpson provided inspection of all phases of building, demolition and documentation (field books, payment, etc.) of bridges, which included pile driving, concrete (including sass) placement, reinforced steel inspection, beam erection, MOT, bridge coating, grinding/grooving, signage, concrete pavement. Reference: FDOT District 2, Andre Sutherland, Project Manager, Phone: (904) 497-2471

I-10/I-95 Interchange Project, Jacksonville, FL. Senior Bridge Inspector (3/2005 – 6/2010). The project consists of demolition of seven bridges and building of 17 new bridges of various types (concrete beam, steel girder, and widening of existing bridge). Mr. Simpson provided inspection of all phases of building/demolition and documentation (field books, payment, etc.) of bridges, which included pile driving, concrete placement, reinforced steel inspection, MOT, steel girder erection (includes bolt tightening), bridge coating, post-tensioning, grinding/grooving, signage, environmental monitoring.

SR A1A from West of Little Jim Bridge to Atlantic Beach Boulevard, St. Lucie County, FL. Senior Roadway Inspector (6/2004 – 3/2005). The project included milling and resurfacing, lighting, landscaping, roadway widening, mast arm installation (drilled shafts), signalization and guardrail installation.

FEMA/Hurricane Assessment/Restoration Indian River, St. Lucie County, FL. Senior Bridge/Roadway Inspector (09/2004 – 10/2004). The scope of services included signalization assessment and emergency repair of all signalization in Indian River County. Bridge/roadway reconstruction/repair, A1A South Hutchinson Island (St. Lucie County) included rebuilding roadway, bridge approaches, backfill, sheet piling, and roadway stripping and guardrail. Orange Avenue westbound at I-95 included reconstruction of roadway washout and drainage structures.

Years of Experience: 42

TIN: S51245260

Registrations/Certifications:

Asphalt Paving Technician
Levels 1 & 2

Concrete Field Technician
Levels 1 & 2

Earthwork Construction
Inspection Levels 1 & 2

Drilled Shaft Inspection

Pile Driving Inspection

Final Estimates Levels 1 & 2

QC Manager

Grouting Technician Levels
1 & 2

Post-Tensioning Technician
Levels 1 & 2

ACI Concrete Field Testing
Technician Grade 1

ACI Concrete Transportation
Construction Inspector

Concrete Field Inspector
Specification

TROXLER Nuclear Training
and Safety

HAZMAT Training

MOT Advanced

FDEP Stormwater, Erosion
and Sedimentation Control

Inspector Training

IMSA Traffic Signal Inspector

PTI Bonded Post-Tensioning
Field Specialist Levels 1 & 2

SSPC Bridge Coating
Inspector

MSE Wall Inspection

ASBI Grouting Technician

Education:

Riverdale High School

Continued Engineering

Education OSU, UCLA, PBCC,
FIU



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

EDUCATION

Diploma, Morton High School,
 Morton MS, 1983

CERTIFICATIONS

Nuclear Density Gauge Safety

ACI Concrete Field Testing Technician
 Grade I

ACI Concrete Transportation
 Construction Inspector

ACI Concrete Strength Technician

ACI Aggregate Base Testing
 Technician

FDOT Concrete Field Inspector Level I
 & II (CTQP)

FDOT Concrete Laboratory
 Technician (CTQP)

FDOT Asphalt Paving Level I & II
 (CTQP)

FDOT Asphalt Plant Level I & II
 (CTQP)

FDOT Aggregate Base Testing
 Technician (CTQP)

FDOT LBR Technician (CTQP)

FDOT Qualified Sampler Technician
 (CTQP)

FDOT Earthwork Construction
 Inspection Level I & II (CTQP)

FDOT Drilled Shaft Inspection (CTQP)

FDOT Pile Driving Inspection (CTQP)

FDOT QC Manager (CTQP)

FDOT Advanced Maintenance of
 Traffic (CTQP)

Certified Erosion and Sediment
 Control Inspector (GSWCC)

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

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

WORK EXPERIENCE

2004 – Present, CSI Geo Inc., Jacksonville, FL

Engaged in construction materials testing and inspection, duties include field asphalt inspection, asphalt plant inspection, and earthwork and concrete testing in the field and in the laboratory. Additional job duties include the preparation of quality control plans, steel inspection, and driven and drilled pile inspections.

PROJECT EXPERIENCE

FDOT District 2 Geotechnical & Materials Testing Contract

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

Jacksonville Engineering Testing & Inspection Contract, Jacksonville, Florida

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

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

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

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

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

JOHN (WES) SHEPHERD

SENIOR INSPECTOR

Mr. Shepherd has 34 years of experience in the CEI of roadway and bridge projects, utility relocating, covering soils, concrete and asphalt testing for roadway and bridge, subsoil, drainage, lighting, signalization, ITS, drilled shaft, MSE wall, signing and marking, directional bore, utility force and water main inspection, setting up density log books and project estimate field books and logs, as well as assisting in finalizing the project estimate. He has laboratory experience in soils and concrete, soil borings (standard penetration and cone penetration test) for soil classification and installing monitor and production wells.

SR 10 Resurfacing from Nassau County Line to Del Monte Street, Duval County, FL. [FIN 443259-1]. Senior Inspector (6/2022 – Current). Improvements include milling and resurfacing, base work, shoulder treatment, drainage improvements, curb and gutter, traffic signals, highway signing, guardrail, sidewalk, and other incidental construction.

SR 105 (Zoo Parkway) Resurfacing from Broward Road to W of Rota Avenue, Jacksonville, FL [FIN 441321-1]. Senior Inspector (12/2021 – 4/2022). KCI is providing inspection services for the two bridge replacement projects. Improvements include bridge(s) replacement, roadway reconstruction, milling and resurfacing, guardrail, drainage, signing and pavement markings, and incidental construction in Bradford County.

SR 21 Resurfacing from SR 16 to CR 215, Clay, FL. Senior Inspector (4/2021 – 12/2021). This project includes milling and resurfacing, base work, shoulder treatment, drainage improvements, guardrail, traffic signals, highway signing and other incidental construction.

SR 201, New Road Construction, Baldwin Bypass, Jacksonville, FL. Senior Inspector (12/2016 – 4/2021). KCI is providing CEI services to provide a bypass around the Town of Baldwin, connecting SR 200 (US 301) at the I-10 Interchange to the recently completed four-lane rural divided highway SR 200 (US 301) on the Northeast side. The project includes six FIB bridges (four at CSX crossings), embankment with surcharging, MSE wall, as well as new asphalt and concrete roadway.

SR 19 Reconstruction, Putnam County, FL. Senior Inspector (4/2016 – 4/2017). Scope of services included milling and resurfacing throughout the Ocala National Forest, as well as ditch pavement and minor drainage improvements.

SR 200/US 301 Reconstruction, Duval and Nassau Counties, FL. Senior Inspector (4/2014 – 12/2016). The work on this \$67 million design-build project is to widen the road from two to four lanes. This 17-mile stretch of US Highway 301 from north of Baldwin to Callahan included embankment, 11 new bridges, including a bridge over Norfolk Southern Railroad, extensive drainage systems, MSE walls and paving.

SR 8/I-10 Widening and Reconstruction, Jacksonville, FL. Senior Inspector (1/2009 – 6/2011). This project consisted of rebuilding and expanding right miles of Interstate 10 from a four-lane roadway to a six-lane roadway, including the reconstruction of Chaffee Road and Cahoon Road. This project included roadway reconstruction and widening, milling and resurfacing using superpave asphalt, Chaffee Bridge reconstruction using U-beams, and Cahoon Road overpass bridge widening, drainage system installation, and jack and bore drainage. Services also included sidewalk and curb ramps, new highway lighting system, signalization, MSE wall, sign structures with drilled shaft foundation, pavement markings, and installation of approximately 1,000 linear feet of a 16-inch water main and 2,300 linear feet of a eight-inch force main, including HDPE directional drills.

SR 115 Milling and Resurfacing, Jacksonville, FL. Senior Inspector (6/2008 – 11/2008). This project included drainage construction, excavation, asphalt pavement milling and resurfacing using superpave asphalt, shoulder construction, signing, and pavement markings.

Years of Experience: 34

TIN: S16347962

Registrations/Certifications:

Asphalt Paving Technician
Levels 1 & 2

Earthwork Construction
Inspection Levels 1 & 2

Drilled Shaft Inspection

Final Estimates Levels 1 & 2

QC Manager

Concrete Field Technician
Level 1

ACI Concrete Field Testing
Technician Grade 1
Certification

FDOT Concrete Field
Inspector Specification

FDOT TROXLER Nuclear
Training and Safety

FDOT HAZMAT Training
MOT Advanced

FDEP Stormwater, Erosion
and Sedimentation Control
Inspector Training

Pre-Stressed Concrete
Inspection

Multiline Earthwork Training,
Advanced

IMSA Traffic Signal Inspector

Self-Study:

Pipe Placement

Portland Cement Concrete
Testing

Placement & Control
Construction Math

Contract Plan Reading
Structures I, II, & III

Subgrade & Base Inspection

Education:

Diploma / Springport High
School

DAVID HOGAN, EI

SENIOR INSPECTOR

Mr. Hogan is a Graduate Civil Engineer and worked with an electrical company as an Electrician Assistant. He has excellent written and oral communication, and technical writing and reading skills. He has the ability to prioritize, stay highly organized, and meet deadlines. He has excellent problem solving and critical thinking skills. He is highly motivated, positive, and a strong team player.

SR 10 Resurfacing from Nassau County Line to Del Monte Street, Duval County, FL. [FIN 443259-1]. Senior Inspector (7/2022 – Current). Improvements include milling and resurfacing, base work, shoulder treatment, drainage improvements, curb and gutter, traffic signals, highway signing, guardrail, sidewalk, and other incidental construction.

SR 10 (US 90) Resurfacing from Edgewood Ave. to McDuff Avenue, Jacksonville, FL. Senior Inspector (4/2021 – 7/2022). KCI is providing bridge inspection services for the two bridge replacement projects. Improvements include bridge(s) replacement, roadway reconstruction, milling and resurfacing, guardrail, drainage, signing and pavement markings, and incidental construction in Bradford County.

SR 21 Resurfacing from SR 16 to CR 215, Clay, FL. Senior Inspector (2/2021 – 11/2021). This project includes milling and resurfacing, base work, shoulder treatment, drainage improvements, guardrail, traffic signals, highway signing and other incidental construction.

SR 201, New Road Construction, Baldwin Bypass, Jacksonville, FL. Inspector (11/2019 – 2/2021). KCI is providing CEI services for the construction of a bypass around the Town of Baldwin, connecting SR 200 (US 301) at the I-10 interchange to the recently completed four-lane rural divided highway SR 200 (US 301) on the northeast side. Improvements include milling and resurfacing, new asphalt pavement, new concrete pavement, base work, embankment with surcharging, shoulder treatment, drainage improvements, curb and gutter, traffic signals, ITS, lighting, highway signing, guardrails, box culverts, six FIB bridges (four at CSX crossings), MSE walls, and other incidental construction.

CR 115 (Chaffee Road) at SR 228 (Normandy Boulevard), FDOT FIN No. & District: 435837-1-52-01; 435837-1-56-01 (JEA), District 2, Nassau County, FL. Inspector (4/2019 – 11/2019). The improvements under this contract consist of milling, resurfacing, add turn lanes, traffic signal upgrades, drainage structures, ditch pavement, and JEA's 20-inch DI watermain.

SR 15 at SR 16 Intersection and Access Management Improvements, FDOT FIN No. & District: 436118-1-52-01, District 2, Clay County, FL. Inspector (6/2018 – 3/2019). The improvements under this contract consist of milling and resurfacing, base work, widening, signing, guardrail, construction of sidewalk, drainage improvements, ditch pavement, signalization, and lighting.

CR 40 Yankeetown Sidewalk Project, FDOT FIN No. & District: 428901-3-58-01, District 2, Levy County, FL. Inspector (10/2017 – 3/2018). The work in this contract consists of drainage upgrades, construction of gravity wall, and construction of 1.9 miles of sidewalk from Yankeetown General Store to match existing sidewalk in front of Community Church along County Road 40 in Levy County.

CR 349 & 55A Multi-Use Trail, FDOT FIN No. & District: 432250-2-58-01, District 2, FL. Inspector (6/2017 – 10/2017). The improvements under this contract consist of construction of bike trail, sidewalk, drainage improvements, and signing.

SR 5 (US 1) from South Street to Magnolia Drive, FDOT FIN No. & District: FPID 43067815201, District 5, FL. Inspector (5/2017 – 6/2017). Mr. Hogan is working as an additional CEI Inspector on this project. The improvements under this contract consist of milling and resurfacing, construction of sidewalk on both sides of the roadway, and associated drainage improvements along SR 5 (US 1). The existing signalized intersections will be upgraded to meet current pedestrian / ADA accessibility and will include the replacement and implementation of detection devices. The project also includes the construction and installation of two new aluminum pedestrian bridges and two box culvert extensions.

Years of Experience: 8

TIN: H25016183

Registrations/Certifications:

FDOT Intermediate MOT

Earthwork Inspection Levels

I & II

Asphalt Paving Levels I & II

Concrete Field Technician

Level I

FDOT Stormwater

Management Inspector

(35065)

Final Estimates Level I

ACI Field Testing Technician

Level I

ACI Concrete Field Testing

Technician - Grade 1

Nuclear Gauge & HAZMAT

Certified

AutoCAD

Critical Structure Self Study

MS Office Suite & Projects

Education:

BS / Civil Engineering /

University of North Florida

A. Phillip Randolph

Academies of Technology /

Jacksonville

JEFFREY SIMPSON

SENIOR INSPECTOR

Mr. Simpson is a highly motivated senior inspector with extensive experience on significant transportation projects in the Northeast Florida area. His experience on FDOT, COJ and JTA projects will provide the Department continued proactive CEI inspection support. Mr. Simpson has a combined total of 23 years of experience with six years of project management related experience in a Non-DOT environment and 17 years of CEI and supporting multiple large scale FDOT projects. He possesses very good communication, leadership, and management skills.

SR 10 Resurfacing from Nassau County Line to Del Monte Street, Duval County, FL [FIN 443259-1]. Senior Inspector (7/2022 – Current). Improvements include milling and resurfacing, base work, shoulder treatment, drainage improvements, curb and gutter, traffic signals, highway signing, guardrail, sidewalk, and other incidental construction.

City of Jacksonville, KB Homes / Copper Ridge Road Phase I, 70918-21, Duval County, FL. Project Administrator (6/2021 – 10/2022). This project consists of but not limited to, the construction of new road. Phase 1 will make the connection from the Cecil Connector Road and Brannen field intersection to the northern extent of subdivision development (approximately one mile). The scope of work includes the construction of embankment with stabilized subgrade and asphalt paving. Also included in the project: The installation of new drainage structures, concrete six-foot sidewalk, 12-foot asphalt multi-use path and 18-inch COJ curb, new permanent signs and thermoplastic pavement marking. The project also includes JEA lighting and utilities installations.

FDOT District 2, District Wide School Improvements Contract T2762 [FIN 444990-1-52-01], Various Counties, FL. Senior Inspector (4/2020 – 6/2021). The scope for this project included upgrading of school zones at 181 locations throughout District 2. The improvements consisted of the removal, relocation, and new installation of various single post mounted signs, sign panels, and solar powered flashing beacons.

FDOT District 2, SR 200 / US 301 Bridge Replacement at Alligator Creek Bridge No. 280063 [FIN 34038-1-56-01], Bradford County, FL. Senior Inspector (7/2020 – 4/2021). The scope of service for this project consisted of roadway and shoulder widening, overbuild and reconstruction to correct cross slope and improve drainage, milling and resurfacing of all travel lanes, as well as construction of gravity wall, sidewalks, pedestrian guiderails, and driveways. Additional work items included minor drainage improvements, erosion protection, signing and pavement markings, and guardrail.

FDOT District 2, CR 200A New Culvert over Alligator Creek Bridge No. 280034 [FIN 435780-1-62-01], Bradford County, FL. Senior Inspector (9/2020 – 4/2021). The scope of this 0.09-mile project included roadway and shoulder widening and reconstruction of all travel lanes, along with construction of drain flumes, ditch grading, and driveway. Additional work items included minor drainage improvements, erosion protection, signing and pavement markings, and guardrail. CR 200A (old US 301) is a two-lane roadway, servicing residents and a lumber yard on this two-mile-long roadway. CR 200A was closed and traffic detoured to SR 200 during construction.

FDOT District 2, SR 24 Lighting Project [FIN 439489-1-52-01], Alachua County, FL. Senior Inspector (9/2020 – 2/2021). The scope of this three-mile JPA project with Gainesville Regional Utility (GRU) included the installation of 88 new light poles to improve the roadway lighting for this corridor. The project also included the grading of all sodium lights with new LED fixtures for all existing poles.

FDOT District 2, SR 10 Atlantic Boulevard (Queens Harbor) Traffic Signal Update [FIN 441195-1-52-01], Duval County, FL. Senior Inspector (12/2019 – 6/2020). The improvements under this contract consisted of base work, curb & gutter, traffic signals, lighting, highway signing, sidewalks and other incidental construction on SR 10 (Atlantic Boulevard) at Queens Harbor in Duval County. The project also included updating traffic and pedestrian signals at Queens Harbor intersection, installing conduit and fiber optic cable, MOT, traffic and pedestrian signals, directional bore and open trench conduit, curb & gutter, sidewalk, and pavement markings. Mr. Simpson's responsibilities included oversight and inspection of all facets of project.

Years of Experience: 23

Registrations/Certifications:

Asphalt Paving Levels 1 & 2

Concrete Field Technician
Level 1

Drilled Shaft Inspection

Earthwork Levels 1 & 2

Final Estimates Level 1

QC Manager

MOT Advanced

ACI Field Testing Technician

Grade 1

IMSA Traffic Signal Technician

Level 1

FDEP Stormwater Erosion

and Sedimentation Control

Inspector

Nuclear Radiation Safety /

HAZMAT

Critical Structures Self Study

Education:

Diploma / Huntington Beach

Unified School District



RHETT YORK

SENIOR INSPECTOR

Mr. York possesses 10 years of experience inspecting roadway construction projects and performing quality control. He possesses strong knowledge of field documentation, daily work reports and quantities, asphalt paving, sampling and testing various materials, and taking densities. He has the certifications and great communication skills needed to successfully work with and oversee the Contractor and field personnel. Mr. York's previous experience as an asphalt quality control technician gives him an upper edge to better understand asphalt operations, providing perspective not only from the VT inspection side but from the contractor's point of view.

FDOT District 2, SR 21 from Commercial Circle to SR 16, FIN 443305-1-52-01, Clay County; Cost \$13.4M

Reference: Rusty Cheshire, FDOT Project Manager (352) 519-7514 • Senior Inspector – This 360-day, 15.5-mile project consists primarily of milling and resurfacing SR 21 with RRR improvements along with some areas of pavement failure that is being addressed in concert with the resurfacing. The project also includes widening to increase queuing distance at 4 turn lanes and the construction of a new ITL at Gold Head Branch State Park as well as guardrail replacement/upgrades, drainage improvements to include trench drain installation, sidewalk replacement, striping, signage and ADA improvements. Responsibilities include inspecting all roadway operations, preparing daily reports of construction activities using Site Manager, and measuring quantities and maintaining a summary of quantities sheets to ensure progress was fully documented. 7/2022 - 7/2023

Jacksonville Transportation Authority, Parramore Rd Ext. from Youngerman Circle to Parramore Road, Contract 21-014, Duval County; Cost \$3M

Reference: Bill Brown, Project Administrator (904) 535-2931 • Inspector - This project includes but is not limited to: Clearing and Grubbing, Storm Drain and Structures, Curb and Gutter, Sidewalks, Gravity Walls, Railing, Signalization, Drill shafts, Mast Arms, Lighting, Directional Boring, Paving, Milling and Resurfacing, Overbuild, Manhole Adjustments, Signing and Pavement Markings, JEA Utilities (waterline), Brand New Roadway Construction. Rhett's duties consisted of but were not limited to Earthwork testing, VT density logbook, Concrete Testing, Daily Work Reports, Weekly Work Reports, Turbidity testing, overall site inspection. 7/2021 – 7/2022

FDOT District 2, SR 200 / US 301 Bridge Replacement at Alligator Creek Bridge No. 280063, FIN 434038-1-6-01, Bradford County; Cost \$3.7M

Reference: Patrick Gallagher, P.E. Project Manager (352) 381-4212 • Senior Inspector - This project consisted of bridge replacement, roadway and shoulder widening, overbuild and reconstruction to correct cross slope and improve drainage, milling and resurfacing of all travel lanes, as well as the construction of gravity wall, sidewalks, pedestrian guide rails, and driveways. Additional work items included minor drainage improvements, erosion protection, signing and pavement markings, and guardrail. 5/2021 – 8/2021

FDOT District 2, SR 21 Resurfacing (SR 16 to CR 215), FIN 441129-1-52-01, Clay County; Cost \$4.0M

Reference: Rusty Cheshire, Project Manager (352) 381-4213 • Senior Inspector – The scope for this project included milling and resurfacing, base work, shoulder treatment, drainage improvements, guardrail, traffic signals, highway signing and other incidental construction. Rhett's primary responsibility was milling and resurfacing operations. 2/2021 - 5/2021

FDOT District 2, District Wide School Improvements, Contract T2762, FIN 444990-1-52-01, Various Counties; Cost \$1.5M

Reference: Joe Lovelace, Lake City Construction (386) 961-7214 • Senior Inspector – The scope for this project included the upgrading of school zones at 181 locations throughout District 2. The improvements consisted of the removal, relocation, and new installation of various single post-mounted signs, sign panels, and solar-powered flashing beacons. 9/2020 – 2/2021

FDOT District 2, Bridge Replacement at CR 217 (Yellowstone Water Rd.) FIN 237274-1-52-01, Duval County

Reference: FDOT Senior Engineer, Matt Burrell, P.E. (352) 363-7544 • Inspector - This project includes resurfacing, drainage, highway signing and guardrail. Mr. York's duties include inspecting all roadway construction activities such as base, subbase, limerock, and asphalt as well as performing MOT and erosion control inspections. 7/2020 - 9/2020

11 Years of Experience

Education

GED, Florida State Community College at Jacksonville, 1993

Registration / Certifications

TIN# Y62073375

- CTQP Asphalt Paving Levels 1 & 2
- CTQP Concrete Field Technician Level 1
- CTQP Earthwork Level 1 & 2
- CTQP Final Estimates Level 1
- FDOT Critical Structures
- MOT / TTC Advanced
- ACI Field Testing Technician Grade 1
- IMSA Traffic Signal Inspector Level 1
- FDEP Stormwater Erosion and Sedimentation Control Inspector
- Nuclear Radiation Safety / Hazmat



KEVIN CAMPBELL

SENIOR INSPECTOR

Mr. Campbell has 18 years of experience on roadway construction engineering inspection projects. He is a valuable team member, ready and able to work with the Senior Inspector, project team, and Contractor to produce quality and successful projects. Kevin has strong knowledge of field documentation, asphalt paving, daily reports, density logbook, and MOT verification and possesses many certifications to excel in his designated team role.

FDOT District 2, SR 115 (Lem Turner Rd.) Crosswalk East of I95-Pedestrian Improvements, FIN 441173-1-52-01, Duval County

Reference: Tim Brown, FDOT Project Manager (941) 809-4154 • Inspector – The scope of work for this project consisted of milling and resurfacing, base work, curb and gutters, traffic signals, lighting, highway signing, sidewalks/bicycle path and other incidental construction. Mr. Campbell's responsibilities include taking care of inspection and documentation of temporary traffic control, erosion control, concrete demolition and placement of sidewalk, ADA ramps, and curb and gutter. He is also responsible for milling and paving of asphalt pavement. 1/2022 - 6/2022

FDOT District 2, SR 9A / I-295 Express Lanes Management, FIN(s) 209301-3-52-01, 209301-3-56-01 & 209301-3-56-02, Duval County

Reference: Taylor Byrd, FDOT Project Manager (386) 832-7153 • Inspector – This project included the construction of two additional 12-foot travel lanes (tolled express lanes) in each direction, improving interchanges at J. Turner Butler Boulevard, Gate Parkway, Baymeadows Road, and State Road 9B, constructing noise walls along I-295 in various locations, building drainage ponds and installing electronic tolling systems at various locations for toll collection. Mr. Campbell's duties included inspection of asphalt placement, sidewalks, curb and gutter, ditches and concrete drainage structures, drainage improvements, mainline roadway new construction, on and off-ramp new construction, widening/extension, along with safety improvements. 7/2016 - 12/2021

FDOT District 2, I-10 (SR 8) Marietta Interchange at Hammond Blvd, FIN(s) 213301-2-52-01 & 213301-2-56-01, Duval County

Reference: Jessica Tippet, FDOT Project Manager (904) 360-5400 • Inspector – Mr. Campbell's responsibilities included inspection and verification of asphalt placement, MSE wall construction, concrete, drainage improvements, side street tie-ins and earthwork activities for this new Interchange construction along I-10 at Marietta. 5/2015 – 7/2016

FDOT District 2, JK 30 Projects (Pritchard Road, SR 228/I-295), Duval County

Reference: Brian Benton, FDOT Project Manager (904) 360-5400 • Inspector – Duties included inspection of asphalt placement, sidewalks, curb and gutter, overseeing bridge rehabilitation, ditch work and concrete drainage structures, drainage improvements, on and off-ramp widening/extension, along with safety improvements. 5/2014 – 4/2015

FDOT District 2, SR 115 (MLK Parkway) and 21st St. (Tallyrand Ave.), FIN 209545-5-52-01, Duval County

Reference: Scott Lent, FDOT Project Manager (904) 360-5400 • Inspector – The scope of work for this project included all investigation, design, permitting, coordination, final approved construction documents and construction activities necessary for the construction of improvements to SR 115, a four-lane divided, limited access urban freeway. The major work items included the realignment of SR 115, a new interchange between SR 115 and 21st Street and improvements to the existing Phoenix Avenue interchange. Mr. Campbell's responsibilities included inspecting roadway construction activities such as base, subbase, lime rock, asphalt, curb and gutters, drainage structures, sidewalks, concrete barrier wall, all concrete related pay items, guardrail, signage, lighting, and MOT. He was also responsible for the inspection of retained earth walls and drilled shafts. 2/2014 – 5/2014

FDOT District 2, I-295/Commonwealth Interchange Improvements, Duval County

Reference: Brian Benton, FDOT Project Manager (904) 360-5400 • Inspector - Duties included inspection of asphalt placement, sidewalk, curb and gutter, bridge rehabilitation, ditches, and concrete drainage structures. 2/2013 – 2/2014

18 Years of Experience

Education

Laplata High School, 1985

Registration / Certifications

TIN# C51450466

- CTQP Asphalt Paving Levels 1 & 2
- CTQP Concrete Field Tech Level 1
- CTQP Earthwork Levels 1 & 2
- CTQP Final Estimates Level 1
- CTQP QC Manager
- MOT / TTC Advanced
- ACI Field Testing Technician Grade 1
- FDEP Stormwater Erosion and Sedimentation Control Inspector
- FDOT Critical Structures
- Nuclear Radiation Safety / Hazmat
- FEMA 100C

4 PROJECT UNDERSTANDING, APPROACH AND METHODOLOGY

KCI will provide Nassau County with proven expertise in all aspects of CEI services. Our team maintains a long and established presence, having completed 37 CEI projects on interstate, highway, and urban projects in northeast Florida. We will use professional judgment to make engineering decisions in efforts to assist the contractor while administering the construction contract. In addition, we will provide inspection and oversight of the contractor's operation, including detailed documentation, verify compliance with contract documents, coordinate with all stakeholders, and support the contractor to ensure delivery of a quality project that is on time and within budget.

Through our past project experience and qualified staff members, KCI will work diligently to deliver quality projects that stay within budget and time. KCI understands the importance of these performance measures; however, we will never lose sight of the other critical components which are ensuring proper execution of Public Information and Outreach to inform the public and address issues if they arise, to appropriate and safe maintenance of traffic, and proper erosion control to safeguard our environment. We also understand the importance to provide proper communication with Nassau County so they are aware of the issues and available solutions to project's challenges. This is vital to ensure accountability in our role to administer the construction contract.

These efforts were documented by FDOT during an evaluation on the I-95 resurfacing project: *"KCI has excelled in Issue Identification and Resolution. KCI has resolved issues quickly and within their authority to eliminate costly NOI negotiation and processing. To date, KCI has been able to solve all issues and construction challenges at the project level, while maintaining proper communication with the Department."*

DETAILED PROJECT MANAGEMENT PLAN

KCI's primary goal will be to deliver a successful construction project(s) through contract administration, along with material sampling and testing, combined with an inspection program to monitor the contractor's activities and facilitate the construction process. Based on our team's experience, our detailed plan to manage the construction contract is outlined below:

Pre-Construction

- Complete and review all applicable construction documents, utility relocation agreements and environmental permit requirements to identify any and all constructability or quantity errors in order to reduce the potential for additional cost and time impacts to the project.
- Complete and file video observation, digital photos and survey work as requested by Nassau County of pre-construction activities to document existing conditions.
- Attend a pre-services meeting with Nassau County.
- Plan and conduct a detailed pre-construction meeting with the prime contractor, their subcontractors, all utility representatives, local agencies and all other project stakeholders to ensure a common understanding of project objectives, schedules, and contract administration issues.
- Separate utility meetings will be held as necessary to discuss concerns and integration of utility work schedules with the project baseline construction schedule.
- Establish project-specific tracking logs for RFIs, RFMs, NOIs, COs, shop drawings, corrective action and other pertinent submittals.
- Prepare and submit a project-specific quality control plan for CEI services and project closeout.
- Review the contractor's QC plan, emergency plan and CPM baseline schedule with Nassau County's project manager prior to acceptance.
- Begin final estimate documentation.
- Review and provide comments on the contractor's signed and sealed MOT plans.

Construction

- Coordinate and attend weekly (or bi-weekly if appropriate) progress meetings to review all pertinent information impacting construction activities. Document discussions via digital recording and meeting minutes. A two-week look-ahead will be completed for each meeting.

- Review and maintain updated files of monthly construction schedule vs. actual progress of the contractor.
- Perform detailed daily inspections of contractor operations to ensure work is being performed in accordance with all contract documents. These daily inspection reports will be summarized in a weekly report including verification that all earthwork, drainage system construction, concrete placement and asphalt operations are in accordance with contract specifications.
- Verify QC testing and perform VT testing on all required materials to ensure conformance with contract documents. Any failing samples will be reviewed, and appropriate action taken to correct the deficiency.
- Analyze the contractor's MOT plan to verify the placement and maintenance of all devices and ensure they are in accordance with applicable document and safety requirements.
- Advise the contractor of all required corrective actions, document steps taken and monitor compliance until deficiencies are corrected. A corrective action list will be developed and reviewed at the weekly progress meeting.
- Perform control surveys to determine project horizontal and vertical control is being maintained properly, if required.
- Advise the contractor of future construction concerns to allow work to proceed without unnecessary downtime.
- Coordinate with the Nassau County's project manager, local law enforcement and emergency services, as required, to advise the traveling public of construction activities impacting normal traffic flow.
- Immediately inform Nassau County's project manager and appropriate parties of all major incidents, severe injuries and fatalities.
- Continually manage RFIs, NOIs, RFMs, COs and contract documents to keep project files updated.
- Manage the approval process and tracking of shop drawings.
- Work with Nassau County public information staff to provide the necessary information for public meetings, preparation and distribution of project progress and lane closure notifications.
- Analyze the merit of all contractor claims and advise Nassau County's project manager with specific contract requirements, interpretation and recommendations.
- Prepare a detailed analysis as needed to assist with any claim negotiations.
- Complete and submit monthly pay applications that are coordinated with the contractor.
- Provide timely recommendations regarding construction and design issues.
- Perform quality assurance reviews biannually or at the frequency specified within the contract documents and the project specific plan.
- Maintain open communications among project stakeholders.
- Perform erosion control inspections.
- Monitor permit conformance requirements.
- Conduct preliminary and completion walkthrough(s) with all key stakeholders.

Post-Construction

- Review and verify all submitted record drawings (as-builts) from the contractor.
- Submit an accurate, certified final estimate package within the established timeframe.
- Archive all project records and documents for submittal to Nassau County, SJRWMD, FDEP and any other permitting agency.
- Ensure all submittals to permitting agencies are complete, on schedule and closed out in accordance with the specific permit requirements.
- Prepare offer of final payment to the contractor.
- Conduct lessons learned and CEI exit meeting with Nassau County's project manager.

Pay Application

Prior to construction activities, KCI will develop tracking logs and filing / document control systems. We are prepared to utilize PDF software, spreadsheets and a SharePoint site to update notes and quantities for as-built plans. During the project, we will maintain constant communication with the Nassau County team and the contractor to ensure accurate review and documentation of quantities. We have a well-established process to ensure accurate pay applications throughout the project which allows for accurate final payment to the contractor at project completion.

Materials Testing and Certification

All project materials will be tracked and entered per Nassau County contract requirements. Our staff has been trained in all the

appropriate FDOT required CTQP classes for material testing requirements. We have a system to cross-check all material samples against tracking logs to confirm the information is up to date and acceptable. This has proven helpful in finding omitted tests early and allowing for timely corrections.

INTERPRETATION OF SCOPE AND METHOD OF APPROACH

Once negotiations with the County are complete and an agreement for CEI services is executed, completing the scope of services for any assigned task with the agreed-upon amount will be KCI's primary responsibility. KCI's lead project managers for a given assignment, as well as the task leaders, manage personnel, direct costs, and outside agencies and events to meet the client-approved budgets. Within the firm, the use of resources (including sub-consultant resources) is monitored weekly. On a monthly basis, the lead Project Manager, along with the Principal-in-Charge, perform a full budget review and do a cost-to-complete analysis for each task.

All events likely to impact the cost of line item amounts are reviewed and a plan of action developed in concert with the appropriate task leader to handle any contingencies and to complete the task on budget and schedule. The performance evaluations for project managers and task leaders center on their ability to manage work performance, budgets, and provide quality client service. Therefore, budget management and control is highly important to all key KCI personnel.

IDENTIFICATION OF POTENTIAL ISSUES/CHALLENGES WITH SCOPE

Assignments with Local Agency Program (LAP) Involvement

The Florida Department of Transportation has specific policies, procedures and oversight responsibilities when federally funded projects are performed by a Local Agency. Proper administration of each contract is critical to ensuring Department reimburses the Local Agency for services provided to the public. In addition, ensuring a strong relationship with the D2 LAP office and representatives.

Mr. Fleming has past experience administering LAP projects while working for local governments. These past experiences allow the KCI team to provide a unique and unrivaled comprehension of administering this type of project. Our understanding of LAP requirements ensures our documentation will comply with LAP criteria in order to be in full compliance throughout all of FDOT's construction audits. This is an intricate task for all parties, and includes the contractor, CEI staff, subs and even the County with the EEO compliance portion of the LAP procedure. In order to meet the County's needs, goals and objectives, KCI is prepared and experienced to deliver a successful LAP project.

Maintenance of Traffic and Property Access (*including contractor-proposed MOT modifications*)

KCI knows that Maintenance of Traffic (MOT) is one of the most critical components of any project, particularly as it relates to interface and coordination of Contractor work activities. MOT is a dynamic portion of the project that will be constantly monitored and adjusted as field conditions warrant on each and every task.

All team inspection staff members are certified in FDOT Intermediate or Advanced Maintenance of Traffic, and can recognize and advise the contractor of any appropriate corrective actions needed once the MOT plan is implemented. Our staff also has real world, practical experience in the development and implementation of complex MOT plans for roadway projects, so we will be able to provide constructive comments on any MOT set-up, including pedestrian and bicycle detours.

Emergency Response Services

KCI and all of our team members will take an active role in providing emergency response services if a catastrophic event occurs in our area. We have the skills, expertise and knowledge to inspect transportation infrastructure to determine the integrity of the system. Our team also has experience monitoring emergency services contracts and creating reimbursement documentation for FEMA and Emergency Relief funding requirements.

Construction Field Adjustments and Resolution of Project Issues

As the need for construction field adjustments is identified, KCI's project manager will prepare and submit to the County for concurrence any analysis and recommendation for resolution. Upon approval, KCI's inspection staff will document any changes

with applicable sketches attached indicating field measurements and changed quantities. Our inspection and administration staff will promptly work to resolve project issues so the impact on the contractor's construction operations is minimized. KCI and its subconsultant staff will also verify the contractor updates the as-built plan set continually so a complete and error-free set can be promptly submitted within 30 days of the project's completion.

Claim Resolution and Dispute Review Board Presentations

KCI has been an active, fair and knowledgeable partner with contractors, utility companies, permitting agencies, and local government agencies in the successful resolution of disputes and claims. We will strive to resolve issues as they occur, in the best interests of the County. The KCI team's extensive experience enables the staff to easily and quickly move through the proper channels to avoid or mitigate delays or conflicts. When required, we will prepare and present clear, fair and concise reports and analyses of contract claims and schedule impacts to the project(s).

Utility Inspection, Conflict Mitigation, and Avoidance

KCI has a strong working relationship with utility companies in Northeast Florida due to our ongoing work as an engineering firm of choice for local utility agencies. This unique qualification of our firm will ensure that utility coordination and relocation occurs on the project with minimal issues. Our subconsultant partner, **T2 Utility Engineers**, is available to assist with tracking and documenting the utility coordination and relocation process from the inception of an assignment. KCI also has significant experience in the management of utility (water and sewer projects), as evidenced by our work for the City of Tampa Water Department on our continuing services contract. We have several inspectors who are experienced with the inspection and management of water and sewer projects.

Environmental Permit Monitoring

KCI staff will verify that the contractor is in compliance with NPDES requirements (including reporting and monitoring requirements) as applicable to a specific project assignment. The contractor will be expected to prepare weekly and rain-event erosion control inspection reports for review. KCI inspection staff will make spot inspection reports to verify the accuracy of the contractor's reports. Problems with erosion control implementation will be immediately addressed with the contractor to eliminate any potential water quality violations to Nassau County watersheds. KCI possesses turbidity monitoring equipment, which can be deployed to verify the quality of water discharges from the project site, and this effort will be incorporated into our proposed staffing for a given assignment.

STAFF RESPONSIBILITIES

Senior Project Engineer responsibilities will include CPM schedule review, shop drawing review, negotiations with the contractor regarding project cost and time, supplemental agreements and time extension preparation, provide CCEI personnel oversight, and will serve as primary contact for Nassau County and the public.

Project Administrator responsibilities will include conducting project meetings, contractor submittal reviews, daily contractor operations oversight, Daily Work Report (DWR) reviews, material certification approval, asphalt lot package reporting, monthly estimate review, claims tracking, and inspection staff scheduling. He will also maintain continuous communication with Nassau County to inform of project issues, as well remind the contractor of his responsibilities and ensure the inspection team performs their duties in compliance with the plans and specifications.

Construction Support Specialist responsibilities will include processing supplemental agreements; reviewing field book quantities, as-built matrices, input lat/dats (Multi-Line) and truck measurements; coding and reviewing scanned documents; reviewing monthly contractor certifications; material certification review; asphalt lot package reporting; processing stockpile material requests; maintaining a contract time file; inputting contract time extensions; preparing weather/holiday letters; and processing and tracking the contractor's unpaid bills. The individual will also prepare the contractor's monthly estimates and the final estimates package and acceptance letter at closeout.

Inspection staff responsibilities include communication with prime contractor and subs, track and document daily construction activities via Daily Work Reports and quantities, ensure proper material placement, sampling and certification, material certification entry, ensure contractors are following the contract documents, perform material field testing, review maintenance of traffic, perform SWPPP checks and continuous communication with the project team.

ENSURING PROMPT SERVICE

Based on our team's experience, our approach is to provide an effective management program from the pre-construction phase through construction, project acceptance and subsequent closeout.

Our plan to administer the CEI contract is accomplished through the application and integration of the following phases: project initiation, pre-services planning, project execution, progress monitoring and controlling, and project closeout. These phases can be summarized as the PLAN-DO-CHECK-ACT process. On the next page is a graphical representation of KCI's Project Management Plan Process.

Project Initiation

Once negotiations with the County are complete and an agreement for CEI services is executed, completing the scope of services for the agreed-upon amount will be KCI's primary responsibility. Our aim in undertaking work is that changes in the total contract amount should not occur unless there is a significant change of events beyond KCI's control or a major change in scope or direction agreed upon in advance by the County. We are aware of the County's difficulty in securing additional project funds for both CEI and construction in these constrained budgetary times, and we will continually strive to meet our initially agreed upon cost commitments to the County, providing innovative solutions that meet the project goals while keeping project costs to a minimum.

Pre-Services Planning

KCI spends significant time and effort in the planning phase of an assignment in order to minimize changes, reduce cost overruns and eliminate problems during the execution and closeout phases. A contract of this magnitude and complexity will obviously require a considerable amount of coordination, communication and management by KCI (in cooperation with the County) to maintain schedules, budgets, and the overall quality of construction.

This coordination, communication and management will be part of all the remaining phases (execution, monitoring, controlling and closeout) as ongoing activities. The initial accurate estimation of both construction costs and activity durations are key elements in meeting our commitments to project schedule and budget.

As early as possible in the assignment of a project (and in close cooperation with the County project manager), KCI will work with the contractor to establish the initial baseline Critical Path Method (CPM) schedule. The importance of setting up a baseline schedule that is reflective of the true construction sequence is the key to having a usable tool for the remainder of the project. Our team will use Primavera P6 and Visualizer to ensure the baseline schedule reflects MOT phases in proper sequence, activities broken-out by phase in logical order, key milestones, utility work, reasonable durations, procurement time for material, and shop drawing reviews. In addition, the baseline schedule indicates reasonable Critical Path and activity relationships. Once the Critical Path tasks are established, we will develop a contingency plan that will provide alternative ways to expedite these tasks in order to maintain the project schedule, with an eye toward early completion of Critical Path activities, if feasible.

We will also analyze the CPM schedule to determine those activities that, while not on the initial Critical Path, could become critical activities (what we refer to as influencing activities). We also look at these activities to determine our ability to reduce their duration, as well. Furthermore, we brainstorm with our staff to identify potential problems that could negatively impact the CPM schedule. With this list of potential problems (risk analysis) in-hand, the KCI team will develop solutions and methods to mitigate these problems before they occur. By completing the above process, we ensure the completion of our assigned projects on schedule and on budget.

Project Execution

This phase integrates the professional staff and other resources to carry out the project. Our ability to provide "one-stop" services to the County in the form of having design, survey/ SUE and construction services under one roof will be instrumental in our ability to not only control our own fees for services, but the construction project budget, scope and schedule as well. Our team members have worked together on many of the construction projects the firm has undertaken. All key members of the KCI team have past experience on County and FDOT projects and have extensive relationships with the other stakeholders and agencies such as the SJRWMD and Army Corps of Engineers, as well as utility agencies such as AT&T, Windstream Communications, MCI, Okefenoke Electric, Comcast, and Centurylink. All of the subconsultants have provided competent services to state, county and municipal clients in the past.

A key strength of the KCI team organization for this contract is that we intend to handle most of the required functions with KCI staff, rather than use subconsultants for the majority of the work. We intend to only have one layer of subconsultants directly below

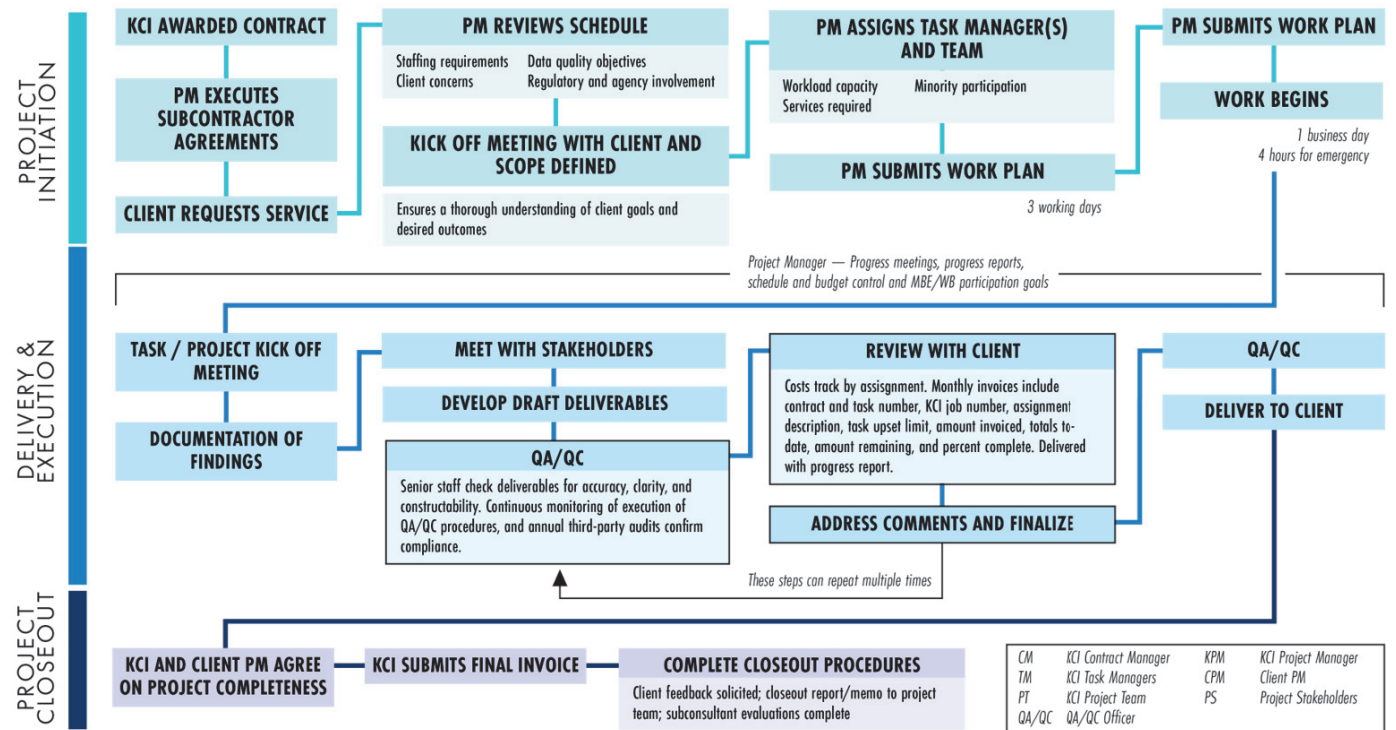
a responsible KCI staff member. In this way, we believe we can maintain effective control over the completion of project tasks in addition to providing the shortest routes of communication of project issues, from the person responsible for completion of the work, to Nassau County. We have found on past projects that this timely, effective communication is a key to resolving project issues efficiently and effectively.

Control and Progress Monitoring

According to the Project Management Institute, the monitoring and controlling process consists of observing the project execution so that potential problems can be identified in a timely manner and corrective action can be taken, when necessary, to control the execution of the project.

KCI will conduct weekly progress meetings with the contractor and project staff. The purpose of these meetings is to keep track of project activities, discuss and resolve construction issues, review the contractor’s two-week look-ahead schedule to compare with the approved monthly schedule, and coordinate the field operations to assist in achieving anticipated target dates.

The monthly CPM schedule updates will be reviewed and analyzed to ensure the contractor is pursuing the critical path activities, changes to float, and accuracy of actual start and completion of work activities are represented. In addition, we will utilize Visualizer to review CPM changes from the baseline schedule or previous months’ updates. In addition, we will determine if the project is on track or ahead of schedule, or if any changes need to be made to get back on schedule (if necessary). All the information gathered during these meetings and subsequent review will be utilized in the preparation of our progress reports to the County, including the identification of upcoming milestones and potential issues.



Undesirable/Unacceptable Work

Contractor activities will be monitored on a continuous basis for the life of this project. If our inspection staff observes activities that are not in compliance with the contract documents, the field inspector will work directly with the foreman of the crew to address the issue immediately. Should there be a dispute between the inspector and the foreman, it will be immediately elevated to the Project Administrator. The Project Administrator will meet with the project field supervisor to review and determine the best approach. Should they disagree, it would then be elevated to Michael Fleming, Senior Project Engineer and the contractor’s project manager. Should an agreement not be reached at that level, Mr. Fleming will coordinate a meeting with the County project manager and Principal-in-Charge, Randell Prescott, PE, to review the issue and determine a direction.

KCI expects that questions and unforeseen items will arise which may require additional work effort and time consideration. We will take all necessary steps to resolve issues in order to minimize impacts on the contractor’s progress and mitigating cost, thus settling potential claims with the contractor before they become large and expensive problems.

The most common causes of cost impacts on a construction project are design deficiencies, utility conflicts, and unknown or differing site conditions. Our experience allows us to anticipate and mitigate many of these impacts. The perfect design is not cost effective and we anticipate design questions and field changes. The first step in minimizing design concerns is a thorough review of the plans prior to the beginning of construction. Our first step in providing effective design solutions will be to identify them before the contractor is even aware of them. KCI will perform a thorough constructability review prior to contract start. The second step to mitigating design impacts is to establish a good working relationship between the EOR and our CEI team. A preconstruction walkthrough with the EOR designer and CEI team will be coordinated. Review of any RFI or potential design review will be made prior to sending to the EOR. When an RFI is sent to the EOR, we provide a recommended solution to the problem. The next step would be to establish a successful working relationship with the contractor and address issues and questions in a timely manner. Ensuring the contractor that quick reviews will be performed goes a long way in addressing and mitigating design problems.

Project Closeout

The closeout phase includes the processes used to formally terminate all the activities of a project or a project phase, hand off the completed construction project to the County and close the project. KCI will make sure that all the deliverables specified in the scope were met, achieved, and accepted by Nassau County.

One important output of the project closing phase is the lessons learned file. In this file, we will document all the things that went right or wrong during the project in order to avoid the same pitfalls in the future and have an improved methodology or approach to future similar projects.

Customer Satisfaction and Prompt Complaint Resolution

If KCI has the privilege of being awarded this contract, we will demonstrate our commitment to Nassau County as a key client for the long-term success of our firm. KCI intends to focus our firm's efforts and resources on providing the County with expert advice on ways to both reduce the time needed to deliver this project, as well as providing ways to control the cost of the project. We have already begun the process of growing our firm's resources (qualified personnel, equipment and office space) in anticipation of the County's increased need to rely upon qualified and capable consultant staff to accomplish its goals.

Our commitment will be to proactively inform the County of the measures we are taking to resolve issues, rather than rely upon the County for continual direction as to how we should handle particular problems and issues. KCI understands that the County expects to contract with an expert team to accomplish its assigned project. We strongly believe that we are that team, based upon our demonstrated performance on past projects.

KCI's Principal-in-Charge, Randell Prescott, PE, will make sure we provided all the deliverables specified in the original scope of work and any subsequent changes. This will be done in conjunction with a Nassau County representative. By asking questions such as 1) Are any deliverables outstanding? 2) Have all tasks been completed? 3) Are all stakeholders aware of the project closeout? KCI will verify the County's expectations of the project were met or exceeded.

Employee Performance and Training

Performance Management. At the onset of the project, a preparation meeting will be held with the KCI inspection and material testing staff to explain the expectations of Nassau County. Expectations include documenting the project by Daily Work Reports (DWR) and project photos/videos, material testing and acceptance, entry into the materials log, MOT reviews and erosion control, field documentation of pay items, and communicating with the contractor and the County.

Mr. Fleming will provide performance reviews once a month starting no later than at the end of the first month of the project. The performance reviews will be used to ensure inspection and material testing services exceed Nassau County's expectations. In addition, they will complete routine oversight of the inspectors' DWRs, site source documentation, material testing reports and logs,

1. DETERMINATION OF VALIDITY

- Document Research/ Personnel Interviews
- Contract Analysis
- Cause and Effect Analysis

2. DAMAGE ASSESSMENT

- Cost Analysis
- Schedule Impact Analysis
- Delay Damages
- Productivity Impact Evaluation

3. RESOLUTION

- Analysis Preparation
- Recommendation
- Presentation

onsite maintenance of traffic and erosion control, and communications with the contractor and the County. Along with reviewing inspection and material testing staff, the reviewer will discuss each individual's performance. If corrective action is necessary a plan will be developed, implemented and results tracked until the issue has been fully addressed.

Every six months a full review of the inspectors will be performed, and collated with the results of the monthly reviews. A report will be generated and provided to the County outlining the findings, corrective actions if necessary, lessons learned, etc. As a part of this review, the performance of the KCI team will be discussed with the County project manager to ensure we have exceeded his/her expectations.

KCI tracks staff member's Construction Training and Qualification Program (CTQP) qualifications using a training matrix, which is monitored and updated monthly. Qualifications that expire within six months are scheduled for recertification, providing ample time to ensure qualifications do not expire. KCI strives to provide the most qualified inspection and material testing personnel, and will ensure all members meet or exceed the requirements set in the scope of services.

There are times during any project when the approved staff needs to be absent from the project, for example during training or personal time off. Active project inspection staff will be required to communicate the need to be absent to Mr. Fleming sufficiently in advance for approval. However, there are instances such as family emergencies where little to no prior notice can be provided. KCI proposes to utilize pre-approved contingency staff to ensure the project will be adequately staffed.

Continuous Learning Academy. KCI offers Continuous Learning Academy curriculum to employees through a learning management system. KCI utilizes training systems from industry leaders such as Red Vector, Vado and Syntrio. Employees have unlimited access to over 1,000 online courses to help with professional development, continuing education and license requirements. Our extensive library includes courses on LEED, engineering, architectural design, construction, interior design, OSHA safety, soft skills, business communications, risk management, and many more topics. These courses are available 24 hours a day, seven days a week from any computer with internet access.

Project Management Certification. KCI offers a Project Management Certification program. The program is a 15-course project management track covering the fundamentals of KCI project management. Courses are both instructor-led and web-based. The program provides a foundational knowledge and skills required to perform quality project management services.

Mentoring. KCI has a mentoring program which provides new employees with the opportunity to receive professional guidance and support by building relationships with seasoned professionals throughout the firm. The transfer of skills and knowledge from experienced professionals to newer members of the firm provides continuity, succession management and continued learning for all involved.

Timely Initiation and Completion of Work

The continuing contract fits nicely into KCI's current workload projections and represents a very important opportunity for KCI to demonstrate its long-term commitment to Nassau County as a key client. All of KCI's experienced staff and resources are available to work on this key County project immediately upon notice-to-proceed.

Once negotiations with the County are complete and an agreement for CEI services is executed, completing the scope of services for the agreed upon amount will be one of KCI's primary responsibilities. Our firm's extensive capacity, in addition to the capabilities of the proposed team previously outlined, will ensure that we will be fully ready to help the contractor achieve the project within the contract project duration.

COST ESTIMATE DEVELOPMENT

The development of an engineer's estimate for a construction contract change is a crucial component in performing quality CEI services. The engineer's estimate typically serves two primary purposes. First, it is an independent estimate of the additional cost and time prepared for each contract change. Second, it documents the final disposition of each contract change after the completion of negotiations with the contractor.

The following are the key steps to developing an accurate engineer's estimate:

1. Review the project plans and specifications thoroughly to understand the scope of work and requirements.
2. Develop a detailed quantity takeoff of all required materials, labor, equipment, and subcontractor costs.
3. Research current market prices for materials, labor, and equipment to get an accurate estimate of the cost.

4. To ensure the estimate is comprehensive, account for all indirect costs such as overhead, profit, and contingencies.
5. Compare the estimate to historical data and benchmarks to validate its accuracy and ensure it is in line with industry standards.

It is essential to ensure that the engineer's estimate is realistic and reasonable, as it will determine the contract change's value and could potentially affect the project's overall success. Engaging with stakeholders, including the contractor and the County, and leveraging industry best practices can help develop a comprehensive and accurate engineer's estimate.

QUALITY CONTROL APPROACH

Our Quality Control Plan establishes policies, procedures and protocols that are implemented independently of the Task Leader, as well as the design and construction staff, to ensure that the work is completed accurately; responds to the program requirements; and provides a means to verify and validate environmental compliance, design, and construction activities through final acceptance during construction. Our Plan emphasizes thorough and traceable documentation demonstrating our quality performance.

Each work order will be provided with a tailored QA/QC plan that details requirements for the following:

- **Quality Assurance.** For each project, a team member will be assigned to assure the QC process was met. They will regularly check in with City to make sure our team is providing exactly what you need, meeting all contractual obligations, and exceeding your expectations for quality and responsiveness.
- **Schedule.** Our schedules highlight the QC process and build design development timelines around those appropriately needed for internal and external reviews. This enables the Quality Manager and all checkers and reviewers to time to clearly understand the timing and duration of reviews.
- **Check and Review Staffing.** Appropriate levels of all checks and reviews are implemented. For each task order, a staffing plan, developed by the Task Leader in consultation with the Quality Manager, is assembled to identify checkers and senior reviewers who will conduct independent reviews of all documents to verify the facts and judgments presented in deliverables; the product's adherence to guidelines and the Work Plan; and the maintenance of QC records.
- **Plans and Specifications Review Checklists.** We maintain design review checklists for each technical discipline and for each major phase of project development. The Quality Manager ensures that the process is implemented. Review checklists, marked-up check prints, and comment forms are kept on file for easy accessibility. Cross-discipline, environmental compliance, and constructability reviews are performed prior to submittal of milestone deliverables to ensure compatibility between disciplines, and that designs are constructible and can be permitted. Checklists, certifications, and comment forms are also completed for these reviews as necessary.
- **Reports, Design Calculations, and Comment Review Forms.** All reports and design calculations are reviewed by senior staff. Reviewers initial the marked-up report and complete a comment review form. Comment forms are completed for all reviews and submitted to the designer and Quality Manager, who is responsible for tracking review comments, responses, and facilitating closure of unresolved issues. Design reviewer's backcheck all revisions and note that all design comments have been resolved in an agreeable manner.
- **Progress Meetings.** Proactive and regular use of meeting minutes and action and decision logs resolve project issues that left unattended can hamper review processes. Focused Design Review meetings, attended by project staff, are also conducted to discuss resolution of comments.

Quality Control of the Construction Project

The role of the CEI task leader will include daily coordination with the contractor and specialty subcontractors, overseeing QC testing and inspection activities, maintaining and reviewing QC documentation, and resolving non-conformances. In addition, the CEI Task Leader will provide the City with reports and briefings as to the overall status of the project schedule, quantity and quality of the work.

Activities in which our team has developed specific procedures and methods of documentation include:

- Daily Progress Reports
- Material Certifications
- Quantities Review
- Inspection and Testing
- Plans Monitoring and Maintenance
- Quality Assurance
- Contractor/Contract Oversight

5 REFERENCES

PROJECT TITLE	HILLSBOROUGH COUNTY CONTINUING CEI CONTRACT
PROJECT LOCATION	Hillsborough County, Florida
CLIENT, PROJECT MANAGER NAME AND CONTACT INFORMATION	Client: Hillsborough County Address: 601 E. Kennedy Boulevard, 18th Floor, Tampa, FL 33602 Contact: Jason Boulnois, Project Manager Phone #: (813) 307-1811 / Email: BoulnoisJ@hillsboroughcounty.org
PROJECT DESCRIPTION	This work order driven contract entails numerous types of projects requiring CEI that range from geometric intersection improvements with signals, developer right-of-way inspections, plus stormwater drainage improvements. Fees per work order may not exceed \$500,000 for CEI with project durations from several weeks to one year. Contract specifications are Hillsborough County's plus the utilization of specific sections of the latest FDOT specifications. Work orders may include providing construction inspection of the following: maintenance of traffic (MOT), excavation and embankment, asphalt milling and resurfacing, placement of curb and gutter, roadway base material (asphalt base, limerock, crushed concrete), asphalt paving (structural and friction), concrete flatwork, gravity and retaining walls, drainage piping and structures (all types), water and wastewater facilities (gravity and forcemain), drilled shafts, signalization loops or cameras, concrete or steel strain poles with span wire, steel mast arm assemblies, signals, ITS, signing and pavement markings, landscaping, and other project specific requirements.
TYPE/SCOPE OF SERVICES PROVIDED	Construction Management, Construction Engineering & Inspection, Documentation and Permit Compliance, As-Built Documentation, Materials Testing and Verification Services.
PERFORMANCE PERIOD	April 2019 to April 2021
TOTAL AMOUNT OF CONTRACT	\$954,512 in fees received to date
IDENTIFY KEY MEMBERS OF THE PROJECT TEAM	Thomas Henry, Senior Inspector; Steve Messina, Senior Inspector; Kurt Gabriel, Senior Inspector; Thomas Miller, Senior Inspector; Edgar Herrera, Inspector; Bill Karuna, Inspector
WAS THE PROJECT COMPLETED WITHIN SCHEDULE?	In progress, all tasks have been completed within schedule
IF NOT, WHAT WAS THE ORIGINAL COMPLETION DATE?	N/A
LOCATION OF OFFICE PERFORMING WORK	Tampa, Florida
WAS APPLICANT THE PRIME FIRM OR SUBCONSULTANT FIRM?	Prime CEI Consultant



PROJECT TITLE	STATE ROAD 9 (I-95) RESURFACING
PROJECT LOCATION	Duval County, Florida
CLIENT, PROJECT MANAGER NAME AND CONTACT INFORMATION	Client: FDOT District 2 Address: 2198 Edison Avenue, Jacksonville, FL 32204 Contact: James Salter, Project Manager Phone #: (904) 360-5513 / Email: James.Salter@dot.state.fl.us
PROJECT DESCRIPTION	KCI is currently serving FDOT by providing, as the prime consultant, CEI services on this approximately \$4 million resurfacing project. The project includes approximately 15 lane miles of resurfacing on a six-lane divided Interstate beginning at Lem Turner Road and ending at Edgewood Avenue. Improvements include new traffic signal deployment, bridge rehab with polyurethane injection, slope pavement, concrete sidewalk and ditch pavement, high friction surface treatment, fiber optic installation and other miscellaneous ITS infrastructure, pavement markings, signage and other miscellaneous construction.
TYPE/SCOPE OF SERVICES PROVIDED	Construction Management, Construction Engineering & Inspection, Documentation and Permit Compliance, As-Built Documentation, Materials Testing and Verification Services
PERFORMANCE PERIOD	February 2020 to January 2021
TOTAL AMOUNT OF CONTRACT	\$919,884
IDENTIFY KEY MEMBERS OF THE PROJECT TEAM	Mike Fleming, PE, Senior Project Engineer; Rodger Smith, Project Administrator; Kari Franceschina, Associate Contract Support Specialist; James (Jim) Simpson, Senior Roadway Inspector; Greg Howell, Roadway Inspector
WAS THE PROJECT COMPLETED WITHIN SCHEDULE?	Completed ahead of schedule
IF NOT, WHAT WAS THE ORIGINAL COMPLETION DATE?	N/A
LOCATION OF OFFICE PERFORMING WORK	Jacksonville, Florida
WAS APPLICANT THE PRIME FIRM OR SUBCONSULTANT FIRM?	Prime CEI Consultant



<p>PROJECT TITLE</p> <p>PROJECT LOCATION</p> <p>CLIENT, PROJECT MANAGER NAME AND CONTACT INFORMATION</p> <p>PROJECT DESCRIPTION</p> <p>TYPE/SCOPE OF SERVICES PROVIDED</p> <p>PERFORMANCE PERIOD</p> <p>TOTAL AMOUNT OF CONTRACT</p> <p>IDENTIFY KEY MEMBERS OF THE PROJECT TEAM</p> <p>WAS THE PROJECT COMPLETED WITHIN SCHEDULE?</p> <p>IF NOT, WHAT WAS THE ORIGINAL COMPLETION DATE?</p> <p>LOCATION OF OFFICE PERFORMING WORK</p> <p>WAS APPLICANT THE PRIME FIRM OR SUBCONSULTANT FIRM?</p>	<p>STATE ROAD 201 BALDWIN BYPASS</p> <p>Duval County, Florida</p> <p>Client: FDOT District 2 Address: 2198 Edison Avenue, Jacksonville, FL 32204 Contact: Robert Gurganious, Project Manager Phone #: (904) 360-5542 / Email: robert.gurganious@dot.state.fl.us</p> <p>KCI is currently serving FDOT by providing, as the prime consultant, CEI services on this approximately \$65 million new road construction project. The Baldwin Bypass project includes constructing a new four-mile, four-lane divided highway beginning north of the I-10 westbound on-ramp and two new signalized intersections at Beaver Street (US 90) and Brandy Branch Road. Plans also include building an overpass across two CSX railroad crossings and an additional overpass over the Jacksonville-Baldwin Rail Trail to alleviate traffic congestion and improve operational efficiency of US 301, which is part of the National Highway System and Florida’s Strategic Intermodal System (SIS).</p> <p>Construction Management, Construction Engineering & Inspection, Documentation and Permit Compliance, As-Built Documentation, Materials Testing and Verification Services</p> <p>December 2016 to January 2021</p> <p>\$4,680,379</p> <p>Mike Fleming, PE, Senior Project Engineer; Rodger Smith, Project Administrator; Kari Franceschina, Administration / Assistant Contract Support Specialist; Sid Howell, Senior Roadway Inspector; Wes Shepherd, Lead Roadway Inspector</p> <p>Completed ahead of schedule</p> <p>N/A</p> <p>Jacksonville, Florida</p> <p>Prime CEI Consultant</p>
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PROJECT TITLE	STATE ROAD 15 MILL AND RESURFACE FROM SWEAT ROAD TO SR 16A
PROJECT LOCATION	Clay County, Florida
CLIENT, PROJECT MANAGER NAME AND CONTACT INFORMATION	Client: FDOT District 2 Address: 105 Yelvington Road, East Palatka, FL 32131 Contact: Donald Devenny, Project Manager Phone #: (386) 312-4833 / Email: donald.devenny@dot.state.fl.us
PROJECT DESCRIPTION	KCI served FDOT by providing, as a subconsultant, CEI services on this approximately \$5 million construction project to provide milling & resurfacing, shoulder treatment, highway signing, and other incidental construction.
TYPE/SCOPE OF SERVICES PROVIDED	Construction Management, Construction Engineering & Inspection, Documentation and Permit Compliance, As-Built Documentation, Materials Testing and Verification Services
PERFORMANCE PERIOD	February 2017 to February 2018
TOTAL AMOUNT OF CONTRACT	\$556,770
IDENTIFY KEY MEMBERS OF THE PROJECT TEAM	Rodger Smith, Project Administrator; John (Wes) Shepherd, Senior Roadway Inspector
WAS THE PROJECT COMPLETED WITHIN SCHEDULE?	Yes
IF NOT, WHAT WAS THE ORIGINAL COMPLETION DATE?	N/A
LOCATION OF OFFICE PERFORMING WORK	Jacksonville, Florida
WAS APPLICANT THE PRIME FIRM OR SUBCONSULTANT FIRM?	CEI Subconsultant



PROJECT TITLE	STATE ROAD 19 MILL AND RESURFACE FROM MARION COUNTY LINE TO BARGE CANAL BRIDGE
PROJECT LOCATION	Putnam County, Florida
CLIENT, PROJECT MANAGER NAME AND CONTACT INFORMATION	Client: FDOT District 2 Address: 105 Yelvington Road, East Palatka, FL 32131 Contact: Stephen Spittle, Project Manager Phone #: (386) 312-4833 / Email: stephen.spittle@dot.state.fl.us
PROJECT DESCRIPTION	KCI served FDOT by providing, as a subconsultant, CEI services on this approximately \$5 million construction project to provide milling & resurfacing, shoulder treatment, drainage improvements, highway signing, guardrail, Thrie beam upgrade at bridge connection and other incidental construction.
TYPE/SCOPE OF SERVICES PROVIDED	Construction Management, Construction Engineering & Inspection, Documentation and Permit Compliance, As-Built Documentation, Materials Testing and Verification Services
PERFORMANCE PERIOD	April 2016 to April 2017
TOTAL AMOUNT OF CONTRACT	\$492,544
IDENTIFY KEY MEMBERS OF THE PROJECT TEAM	Rodger Smith, Project Administrator; John (Wes) Shepherd, Senior Roadway Inspector
WAS THE PROJECT COMPLETED WITHIN SCHEDULE?	Yes
IF NOT, WHAT WAS THE ORIGINAL COMPLETION DATE?	N/A
LOCATION OF OFFICE PERFORMING WORK	Jacksonville, Florida
WAS APPLICANT THE PRIME FIRM OR SUBCONSULTANT FIRM?	CEI Subconsultant



PROJECT TITLE	SR 200 (US 301) WIDENING AND RECONSTRUCTION
PROJECT LOCATION	Nassau and Duval Counties, Florida
CLIENT, PROJECT MANAGER NAME AND CONTACT INFORMATION	Client: FDOT District 2 Address: 710 NW Lake Jeffery Road, Suite 202, Lake City, FL 32055-2621 Contact: Doug Moseley, Project Manager Phone #: (386) 697-7030 / Email: douglas.moseley@dot.state.fl.us
PROJECT DESCRIPTION	KCI has served FDOT by providing, as the prime consultant, CEI services on this approximately \$67 million design-build project to add lanes and reconstruct SR 200 (US 301) from two-lane to four-lane. The project limits were from North of Baldwin in Duval County at the point where the future Baldwin Bypass intersects with SR 200 (US 301) and continuing approximately 17 miles to the current four-lane south of Callahan in Nassau County. The project included 11 new bridges, including a bridge over Norfolk Southern Railroad, extensive drainage systems, MSE walls and paving.
TYPE/SCOPE OF SERVICES PROVIDED	Construction Management, Construction Engineering & Inspection, Documentation and Permit Compliance, As-Built Documentation, Materials Testing and Verification Services
PERFORMANCE PERIOD	July 2011 to December 2016
TOTAL AMOUNT OF CONTRACT	\$6,418,189
IDENTIFY KEY MEMBERS OF THE PROJECT TEAM	John (Wes) Shepherd, Senior Roadway Inspector
WAS THE PROJECT COMPLETED WITHIN SCHEDULE?	Yes
IF NOT, WHAT WAS THE ORIGINAL COMPLETION DATE?	N/A
LOCATION OF OFFICE PERFORMING WORK	Jacksonville, Florida
WAS APPLICANT THE PRIME FIRM OR SUBCONSULTANT FIRM?	Prime CEI Consultant



6 CURRENT WORKLOAD

KCI has partnered with with strategically-chosen inspection firms to meet and exceed the County’s participation goals, as shown on our organizational chart. The KCI team will ensure the County has the resources from which to draw inspection staff other services required for this contract. We can cover any situation that may arise. To meet schedule, time, and quality commitments to the County, we will include in the project plan a program for contingency actions. These are defined steps to be taken if highly unusual events were to occur involving personnel, equipment, or our office. Successful completion of this project will be planned and controlled. As part of our subconsultant agreements, we will include provisions that will allow us to draw upon these extra resources quickly. We also can recruit personnel from other KCI offices on a short-term or long-term basis. We will always adhere to the project’s schedule, budget, and quality control plan.

KCI has a history of meeting all task-based requests on its contracts. A commitment matrix of our staff is shown below.

PERCENT AVAILABLE OVER THE FIRST YEAR OF THE CONTRACT					
KCI STAFF MEMBER	Q4 2023	Q1 2024	Q2 2024	Q3 2024	Q4 2024
Michael Fleming, PE - SPE	50%	75%	75%	100%	100%
Rodger Smith - PA	50%	75%	75%	100%	100%
Rafael Castro - PA	50%	75%	75%	100%	100%
Kimberly Ebmeier - CSS	50%	75%	75%	100%	100%
Kari Franceschina - CSS	50%	75%	75%	100%	100%
James Simpson - Sr Bridge Insp	15%	25%	100%	100%	100%
Sidney Howell - Sr Bridge Insp	100%	100%	100%	100%	100%
Wes Shepherd - Sr Insp	100%	100%	100%	100%	100%
David Hogan - Sr Insp	15%	25%	100%	100%	100%
Jeffrey Simpson - Sr Insp	15%	25%	100%	100%	100%
Gregory Howell - Insp	100%	100%	100%	100%	100%
Richard Chocolas - Insp	100%	100%	100%	100%	100%



7 TECHNOLOGY

GPS Survey Rovers

KCI has invested in and successfully deployed survey-grade GPS rovers as part of our CEI services for multiple past projects. Utilizing GPS rovers has provided numerous benefits for our team and clients. Here are some of the key benefits:

- **Accuracy:** GPS rovers provide highly accurate measurements and can eliminate errors in manual measurements. This can help improve the overall accuracy of the inspection process.
- **Efficiency:** GPS rovers can save time and resources by quickly measuring and recording data, reducing the need for manual data entry and physical measurements.
- **Safety:** GPS rovers can provide a safe way to measure and document site conditions, reducing the need for manual measurements and physical inspections that could be potentially hazardous.
- **Cost Savings:** The use of GPS rovers can result in cost savings for the needed CEI services by reducing the need for additional staff or equipment, minimizing errors and rework, and improving overall efficiency.
- **Documentation:** GPS rovers can help improve documentation by providing a reliable record of site conditions and measurements, which can be used to support legal or regulatory requirements and reduce the risk of disputes or liability.
- **Issue Identification and Resolution:** Deploying GPS rovers with the inspection team has allowed KCI to excel in identifying issues. We can stay ahead of the contractor operations and virtually stake upcoming activities, allowing us to review real-time information relating to the proposed improvement and existing conditions or constraints.



Using GPS rovers has provided significant benefits for KCI and our clients, including increased accuracy, efficiency, safety, cost savings, capacity, and improved documentation.

CPM Schedule Reviews

KCI has been very successful in establishing a CPM review and analysis approach on previous projects which is both an effective and forward-thinking tool in helping the contractor manage the project. We will look at the critical path specifically related to both submittals and long lead items needed for construction operations. Particular attention will be given to items and operations that need adequate lead time for reviews, approvals, or material delivery. KCI proactively facilitates the conversation with the contractor regarding upcoming activities. The proactive look-ahead will be a specific agenda item at every progress meeting.

Constructability Plan Reviews

If selected, KCI would perform further review of the project regarding bidability and constructability of the project. These efforts would be focused to provide recommendations regarding bid strategy, value engineering, and further innovative concepts to reduce the project's cost while maintaining the project's intended scope. KCI's ability to provide "one-stop" services to the County in the form of having design, survey, subsurface exploration and construction services under one roof will be instrumental in our ability to not only control our own fees for services, but the construction project budget, scope and schedule as well.

Subsurface Utility Engineering (SUE)

KCI provides in-house SUE services performed by certified professional utility locators with a high degree of coordination, efficiency, and quality. We maintain the most up-to-date utility designating and location equipment on the market. Our capabilities include designating existing utilities using geophysical prospecting techniques that utilize electromagnetic and sonic methodologies and equipment. In addition, we have the in-house capability to obtain accurate horizontal and vertical positions of subsurface utilities by excavating a non-destructive test pit using our vacuum evacuation equipment and vehicles.

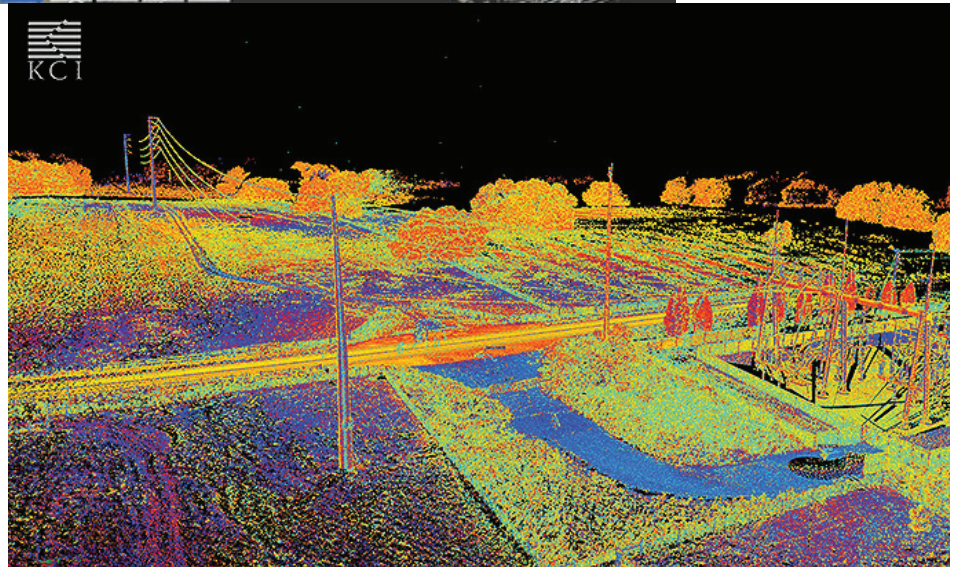
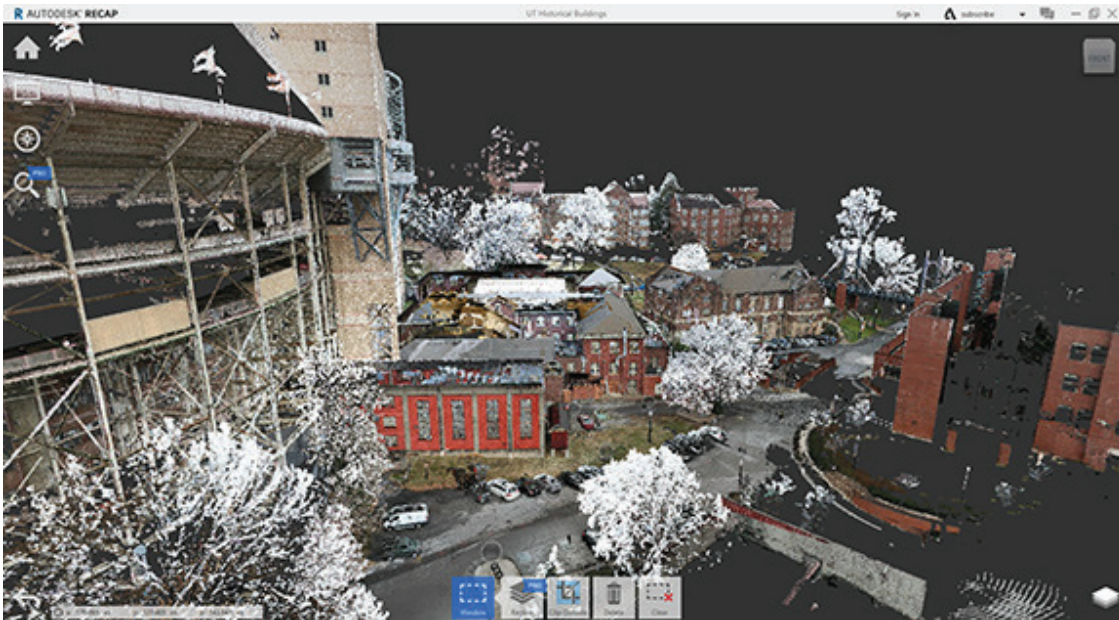
These preventative services results in:

- A reduction in construction costs
- Fewer change orders related to unidentified lines
- Fewer schedule interruptions
- Earlier opportunity to adjust design accordingly if conflicts do arise
- A safer work environment for contractors and the community
- Improved damage prevention for proximal property/utilities
- Fewer accounts of hazardous environments due to broken lines or pipes



Aerial Photography and LiDAR

KCI has successfully completed many similar projects with the products and missions listed below and has an abundance of resources to achieve success for this contract. Our vast experience helps to ensure that the projects related to the contract will be completed with the utmost care and efficiency. We will use best practices to acquire, process, and produce a final product from the drone data collected. Our approach for this contract would utilize the cutting edge technologies of the latest drone technology, post-processing, and high resolution photography. Once collected, we can coordinate with your project management team to concentrate assembling and providing the products to the highest quality standard afforded today.




HOURLY RATE SCHEDULE

N/A PER ADDENDUM 1



ATTACHMENTS/ADMINISTRATIVE INFORMATION

ATTACHMENT "A" ADDENDA ACKNOWLEDGMENT

Acknowledgment is hereby made of receipt of addenda issued during the solicitation period. SOLICITATION NUMBER: NC23-015-RFQ	Addendum # <u>1</u> through # <u>2</u> Date: February 15, 2023
Signature of Person Completing: 	
Printed Name: Randell E. Prescott	Title: Vice President

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



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

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

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

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

Questions and Answers

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



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

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

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

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

Questions and Answers

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

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

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

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

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

ACKNOWLEDGMENT IS HEREBY MADE OF RECEIPT OF THIS ADDENDUM

Vendor/Company Name KCI Technologies, Inc.

Vendor Signature: Date: February 15, 2023

End of Addendum #2

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

TO BE RETURNED WITH BID

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

1. This sworn statement is submitted with Bid, Proposal or Contract for Continuing Contract for Professional Construction Engineering Inspection Services.
2. This sworn statement is submitted by KCI Technologies, Inc. (entity submitting sworn statement), whose business address is 11043 Crystal Springs Road, Unit 8 Jacksonville, FL 32221 and its Federal Employee Identification Number (FEIN) is 52-1604386. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: N/A.)
3. My name is Randell E. Prescott (please print name of individual signing), and my relationship to the entity named above is Vice President.
4. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that “convicted” or “conviction” as defined in paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an “affiliate” as defined in paragraph 287.133(1)(a), Florida Statutes, means:
 - a) A predecessor or successor of a person convicted of a public entity crime; or
 - b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not to fair market value under an arm’s length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
7. I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

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

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

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

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

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



Signature

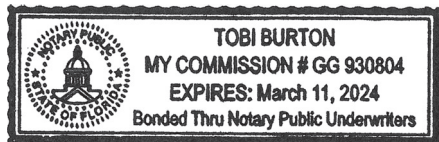
February 15, 2023

Date

State of: FLORIDA

County of: HILLSBOROUGH

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



Notary Public

My commission expires: March 11, 2024

ATTACHMENT "C"
DRUG FREE WORKPLACE CERTIFICATE

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

KCI Technologies, Inc, (print or type name of firm)

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

[Remainder of the page intentionally blank.]

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

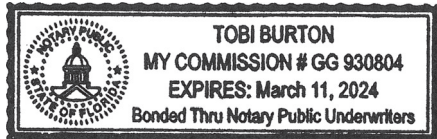
Randell E Prescott
Authorized Signature

February 15, 2023
Date Signed

State of: FLORIDA

County of: HILLSBOROUGH

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



Tobi Burton
Notary Public

My commission expires: March 11, 2024



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

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

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

JOHN A. CRAWFORD
Ex-Officio Clerk

DENISE MAY
County Attorney

TACO E. POPE, AICP
County Manager

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

Project Name: [Continuing Contract for Professional Construction Engineering Inspection Services](#)

Bid No./Contract No.: [RFQ No. NC23-015](#)

DEFINITIONS:

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

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

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

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

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

(904) 530-6100

An Affirmative Action / Equal Opportunity Employer

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

CONTRACT TERMINATION:

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

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

[Remainder of the page intentionally blank.]

EXHIBIT "A"

CONTRACTOR E-VERIFY AFFIDAVIT

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

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

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

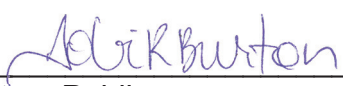


Print Name: Randell E. Prescott

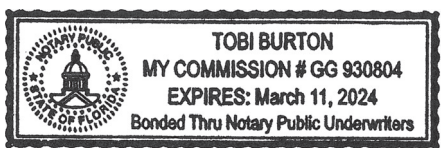
Date: February 15, 2023

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 2/15/2023 (Date) by Randell E. Prescott, Vice President (Name of Officer or Agent, Title of Officer or Agent) of KCI Technologies, Inc. (Name of Contractor Company Acknowledging), a Delaware (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.


Notary Public

Tobi R. Burton
Printed Name



My Commission Expires: March 11, 2024



Welcome
Cindy Bailey



Company Information

Company Name
KCI Technologies Inc.

Company ID Number
113742

Doing Business As (DBA) Name
--

DUNS Number
084993344

Physical Location

Address 1
936 Ridgebrook Road

Address 2
--

City
Sparks

State
MD

Zip Code
21152

County
BALTIMORE

Mailing Address

Address 1
--

Address 2
--

City

--

State

--

Zip Code

--

Additional Information

Employer Identification Number
521604386

Total Number of Employees
1,000 to 2,499

Parent Organization

--

Administrator

--

Organization Designation

Employer Category
Federal Contractor with FAR E-Verify Clause

Federal Contractor Category
None of these categories apply

Employees Being Verified
All new hires and all existing employees assigned to a Federal contract

[View / Edit](#)

NAICS Code
541 - PROFESSIONAL, SCIENTIFIC, AND TECHNICAL SERVICES

[View / Edit](#)

Total Hiring Sites
39

[View / Edit](#)

Total Points of Contact
2

[View / Edit](#)

EXHIBIT "B"

SUBCONTRACTOR E-VERIFY AFFIDAVIT

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

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

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

Rmyje

Print Name: Roderick Myrick, P.E.

Date: 2/10/2023

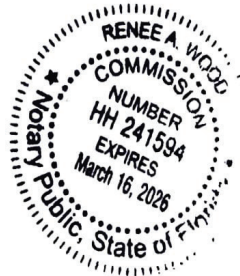
STATE OF FLORIDA
COUNTY OF Martin

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

Renee a. wood
Notary Public

Renee a. wood
Printed Name

My Commission Expires: 3/16/2026





Company ID Number: 760681

Approved by:

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



Company ID Number: 760681

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	AE Engineering, Inc.
Company Facility Address	219 N. Newnan St. 4th Floor Jacksonville, FL 32202
Company Alternate Address	
County or Parish	DUVAL
Employer Identification Number	204567692
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	2



Company ID Number: 760681

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

FLORIDA 2 site(s)



Company ID Number: 760681

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

Kimberly Rowell
(904) 719 - 6857

krowell@aeengineeringinc.com

Emilee Prater
(904) 622-8499
eprater@aeengineeringinc.com

EXHIBIT "B"

SUBCONTRACTOR E-VERIFY AFFIDAVIT

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



Print Name: William R. Price, President

Date: 2/8/2023

STATE OF FLORIDA

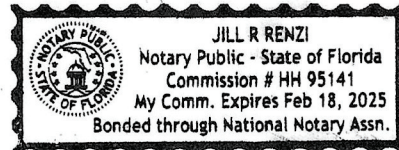
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 2/8/2023 (Date) by William R. Price (Name of Officer or Agent, Title of Officer or Agent) of CSI Geo, Inc. (Name of Contractor Company Acknowledging), a Florida (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced _____ as identification.


Notary Public

Jill Renzi
Printed Name

My Commission Expires: 2/18/2025





Company ID Number: 387632

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

Employer CSI Geo, Inc.	
Mario Barcelo	
Name (Please Type or Print)	Title
Electronically Signed	01/25/2011
Signature	Date
Department of Homeland Security – Verification Division	
USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed	01/25/2011
Signature	Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	CSI Geo, Inc.
Company Facility Address:	2394 St. Johns Bluff Road. South Suite 200
	Jacksonville, FL 32246
Company Alternate Address:	
County or Parish:	DUVAL
Employer Identification Number:	261171128



Company ID Number: 387632

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

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

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

EXHIBIT "B"

SUBCONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that T2 UES, 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 T2 UES, Inc. (Subcontractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.

[Handwritten Signature]

Print Name: Sonja R. Jordan

Date: 2.6.23

STATE OF ~~FLORIDA~~ TEXAS
COUNTY OF BRAZORIA

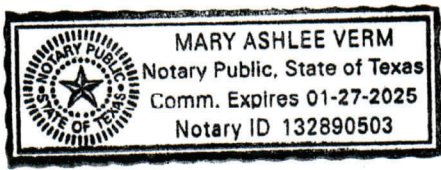
The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 2/6/23 (Date) by Sonja Jordan (Name of Officer or Agent, Title of Officer or Agent) of T2 UES INC. (Name of Contractor Company Acknowledging), a Delaware (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced Tx Driver's License as identification.

[Handwritten Signature]

Notary Public

Mary Ashlee Verm

Printed Name



My Commission Expires: 01/27/25



Company ID Number: 1458031

Approved by:

Employer T2 UES, Inc.	
Name (Please Type or Print) Sonja Jordan	Title
Signature Electronically Signed	Date 10/09/2019
Department of Homeland Security – Verification Division	
Name (Please Type or Print)	Title
Signature Electronically Signed	Date



Company ID Number: 1458031

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	T2 UES, Inc.
Company Facility Address	3323 Windfern Dr Pearland, TX 77581
Company Alternate Address	5205 Broadway #507 Pearland, TX 77581
County or Parish	BRAZORIA
Employer Identification Number	842356040
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	1

ATTACHMENT “E”
GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS

COMMERCIAL GENERAL LIABILITY INSURANCE

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

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

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

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

WORKERS’ COMPENSATION AND EMPLOYER’S LIABILITY INSURANCE

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

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

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

Part Two – Employer’s Liability Insurance

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

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

AUTOMOBILE LIABILITY INSURANCE

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

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

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

PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)

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

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

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

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

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

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

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

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

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

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

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



KCITECH-01

AMORRISON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/29/2022

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

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

PRODUCER Lyons Insurance Agency, Inc. 501 Carr Road, Suite 301 Wilmington, DE 19809	CONTACT NAME: Maureen Martin, AAI
	PHONE (A/C, No, Ext): (302) 472-2914 FAX (A/C, No):
	E-MAIL ADDRESS: mmartin@lyonsinsurance.com
	INSURER(S) AFFORDING COVERAGE NAIC #
INSURED KCI Technologies, Inc. 936 Ridgebrook Road Sparks, MD 21152	INSURER A : National Union Fire Insurance Company of Pittsburgh, PA 19445
	INSURER B : Great American Insurance Co. 16691
	INSURER C : New Hampshire Insurance Company 23841
	INSURER D : Twin City Fire Insurance Company 29459
	INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			GL 522-24-13	4/1/2022	4/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CA 448-95-82	4/1/2022	4/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			TUU020292511	4/1/2022	4/1/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC 012-01-6190	4/1/2022	4/1/2023	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Crime - Third Party			44 KB 0260907-22	1/1/2022	1/1/2023	Per Occurrence \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Evidence of Liability

CERTIFICATE HOLDER

CANCELLATION

Evidence of Liability - Sparks	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Client#: 42475

KCITEC

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/20/2022

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

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

PRODUCER CBIZ Insurance Services, Inc. 44 Baltimore Street Cumberland, MD 21502 301 777-1500	CONTACT NAME: Letha E. Lombardi
	PHONE (A/C, No, Ext): 443 259-3237 FAX (A/C, No): E-MAIL ADDRESS: certrequest@cbiz.com
INSURED KCI Technologies, Inc. 936 Ridgebrook Road Sparks, MD 21152	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A : American Alternative Insurance Co. 19720
	INSURER B : XL Specialty Insurance Co. 37885
	INSURER C :
	INSURER D :
	INSURER E :


COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / <input type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	UAV/Drone Liab			9008751	03/02/2022	03/02/2023	\$5m/clm; \$5mAgg
B	Professional			DPR5006107	12/15/2022	12/15/2023	\$10m/clm; \$15mAgg \$500k deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER **CANCELLATION**

Specimen Certificate For Informational Purposes Only	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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ACORD 25 (2016/03) 1 of 1 #S3355992/M3333077

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**ATTACHMENT “E”
FEDERAL PROVISIONS**

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

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

shall read as follows:

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

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

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

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

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

the contract.

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

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

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

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

FEDERAL NON-DISCRIMINATION PROVISIONS

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

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

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

ENVIRONMENTAL COMPLIANCE

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

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

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

[Remainder of the page intentionally blank.]

ATTACHMENT "G"
EXPERIENCE OF RESPONDENT

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

1. **FIRM NAME:** KCI Technologies, Inc.
 Address: 11043 Crystal Springs Road, Unit 8
 City/State/Zip: Jacksonville, FL 32221
 Phone: (904) 379-9151 Email: Randell.Prescott@kci.com
 Name of primary contact responsible for work performance: Michael Fleming, PE
 Phone: (904) 379-9151 Cell Phone: (904) 703-3464
 Email: Mike.Fleming@kci.com

2. **INSURANCE:**
 Surety Company: Please see our General COI (p. 69) and Professional COI (p. 70)
 Agent Company: General: Lyons Insurance Agency, Inc. | Professional: CBIZ Insurance Services, Inc.
 Agent Contact: General: Jenn Mayer jmayer@lyonsinsurance.com | Professional: Art Ebersberger AEbersberger@CBIZ.com
 Total Bonding Capacity: \$ \$50 million single Value of Work Presently Bonded: \$ N/A
\$100 million aggregate

3. **EXPERIENCE:**
 Years in business: 68
 Years in business under this name: 32
 Years performing this type of work: 27 (Florida)
 Value of work now under contract: \$35 million (Florida)
 Value of work in place last year: \$7.5 million (CEI) - construction value \$75 million
 Percentage (%) of work usually self-performed: 85%
 Name of subvendors you may use: AE Engineering, Inc. | CSI Geo, Inc. | T2 UES, Inc.
 Has your firm: Failed to complete a contract: ___ Yes X No
 Been involved in bankruptcy or reorganization: ___ Yes X No
 Pending judgment claims or suits against firm: ___ Yes X No

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

Management	<u>104</u> Full time	<u>N/A</u> Part time
Site/Crew Supervisors	<u>980</u> Full time	<u>N/A</u> Part time
Workers/Laborers	<u>558</u> Full time	<u>N/A</u> Part time
Clerical	<u>106</u> Full time	<u>N/A</u> Part time
Other	<u>N/A</u> Full time	<u>N/A</u> Part time

5. WORK EXPERIENCE:

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

Reference #1:

Company/Agency Name: HILLSBOROUGH COUNTY CONTINUING CEI CONTRACT

Address: 601 E. Kennedy Boulevard, 18th Floor, Tampa, FL 33602

Contract Person: Jason Boulnois, Project Manager

Phone: (813) 307-1811 Email: BoulnoisJ@hillsboroughcounty.org

Project Description: Construction Management, Construction Engineering & Inspection, Documentation and Permit Compliance, As-Built Documentation, Materials Testing and Verification Services

Contract \$ Amount: Fees per work order may not exceed \$500,000 for CEI; approx. \$955,000 in fees received to date

Date Completed: Ongoing

Reference #2:

Company/Agency Name: STATE ROAD 201 BALDWIN BYPASS

Address: 2198 Edison Avenue, Jacksonville, FL 32204

Contract Person: Robert Gurganious, Project Manager

Phone: (904) 360-5542 Email: robert.gurganious@dot.state.fl.us

Project Description: Construction Management, Construction Engineering & Inspection, Documentation and Permit Compliance, As-Built Documentation, Materials Testing and Verification Services

Contract \$ Amount: \$4,680,379

Date Completed: January 2021

Reference #3:

Company/Agency Name: SR 200 (US 301) WIDENING AND RECONSTRUCTION

Address: 710 NW Lake Jeffery Road, Suite 202, Lake City, FL 32055-2621

Contract Person: Doug Moseley, Project Manager

Phone: (386) 697-7030 Email: douglas.moseley@dot.state.fl.us

Project Description: Construction Management, Construction Engineering & Inspection, Documentation and Permit Compliance, As-Built Documentation, Materials Testing and Verification Services


Contract \$ Amount: \$6,418,189

Date Completed: December 2016


REMINDER:

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



 11043 Crystal Springs Road, Unit 8
Jacksonville, FL 32221

 www.kci.com

 (904) 379-9151

INSURANCE REQUIREMENTS

ATTACHMENT "F"
GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS

COMMERCIAL GENERAL LIABILITY INSURANCE

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

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

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

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

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

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

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

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

Part Two – Employer's Liability Insurance

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

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

AUTOMOBILE LIABILITY INSURANCE

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

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

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

PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)

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

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

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

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

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

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

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

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

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

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

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

FEDERAL PROVISIONS

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

Definition

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

Age Discrimination Act of 1975

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

Americans with Disabilities Act of 1990

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

Byrd Anti-Lobbying Amendment

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

Civil Rights Act of 1964 – Title VI

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

FEDERAL PROVISIONS

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

Civil Rights Act of 1968

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

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

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

Contract Work Hours and Safety Standards Act

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

Copeland “Anti-Kickback” Act

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

FEDERAL PROVISIONS

Davis-Bacon Act

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

Debarment and Suspension

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

Drug-Free Workplace Regulations

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

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

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

Energy Policy and Conservation Act

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

Fly America Act of 1974

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

FEDERAL PROVISIONS

Hotel and Motel Fire Safety Act of 1990

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

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

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

Patents and Intellectual Property Rights

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

Procurement of Recovered Materials

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

Terrorist Financing

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

Trafficking Victims Protection Act of 2000

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

FEDERAL PROVISIONS

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

Rehabilitation Act of 1973

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

Universal Identifier and System of Award Management (SAM)

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

USA Patriot Act of 2001

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

Whistleblower Protection Act

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

Termination Provisions

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

Legal Remedies Provisions

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

Conflict of Interest Provisions

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

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.