

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 Arc Surveying & Mapping, Inc., located at 5202 San Juan Avenue, Jacksonville, FL 32210, hereinafter referred to as the “Consultant”.

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

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

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

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

SECTION 1. Recitals.

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

SECTION 2. Exhibits.

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

- Exhibit A** SCOPE OF SERVICES;
- Exhibit B** NEGOTIATED FEE SCHEDULE;
- Exhibit C** COUNTY'S REQUEST FOR QUALIFICATIONS NC23-011-RFQ ("RFQ"), AS MODIFIED BY ADDENDA;
- Exhibit D** VENDOR'S RESPONSE DATED FEBRUARY 1, 2023, BUT ONLY TO THE EXTENT RESPONSIVE TO THE RFQ;
- Exhibit E** INSURANCE REQUIREMENTS; AND
- Exhibit F** FEDERAL PROVISIONS.

SECTION 3. Employment of the Consultant.


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

SECTION 4. Scope of Services.

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

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

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SECTION 5. The County's Responsibility.

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

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

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

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

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

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

SECTION 7. Compensation.

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

7.2 The Consultant shall prepare and submit to the Nassau County, County Engineer, for approval, an invoice for the services rendered, with a copy provided to the Capital Projects Management Administrative Coordinator, tgivens@nassaucountyfl.com, the Capital Projects Management Director, ralbury@nassaucountyfl.com and 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.

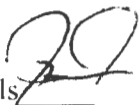
13.1 The Consultant recognizes that the County, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Contract. As such, the Consultant shall refrain from including taxes in any billing. The Consultant is placed on notice that this exemption 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: Arc Surveying & Mapping, Inc.
Attn: Vice President
5202 San Juan Avenue
Jacksonville, FL 32210

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.

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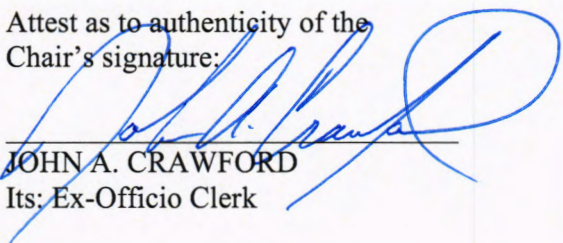
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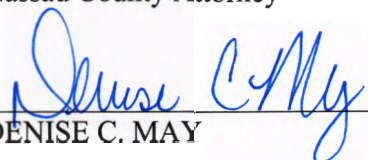
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IN WITNESS WHEREOF, the parties have executed this Contract which shall be deemed an original on the day and year last written below.


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


By: Klynt A. Farmer
Its: Chairman
Date: 12-11-23

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

ARC SURVEYING & MAPPING, INC.


By: John Maffett
Its: Vice President
Date: 11/13/2023

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Exhibit “A”

Scope of Services

2.1 OVERVIEW

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

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

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

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

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

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

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

- having access to and the expertise to operate GPS equipment to provide geographical or State Plane coordinate locations of control points or features as required.
- reconciliation or explanation of any discrepancies between survey and recorded legal description.

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

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

2.2 Term of Agreement/Contract

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

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

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

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

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

2.3 Additional Information

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

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

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

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

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

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



Arc Surveying & Mapping, Inc.
 5202 San Juan Avenue
 Jacksonville, FL 32210
 (904) 384-8377

Surveying Services Rate Sheet

Personnel	2-Person Survey Crew	3-Person Survey Crew
*Field Crew Day Rates	*\$1,500.00	*\$1,964.00
*Day Rate is for an 8-hour day		
Approved Hourly Rates/All Classifications		
CADD Computer Technician		\$102.50
SUR Chief Surveyor		\$230.00
SUR Crew Chief		\$115.50
SUR Instrument Operator		\$72.00
SUR Rodman		\$58.00
SUR Secretary/Clerical		\$86.00

2-Person Survey Crew Day Rate

Position	Hourly Rate	Hours	Total
SUR Crew Chief	\$115.50	8	\$924.00
SUR Instrument Operator	\$72.00	8	\$576.00
Day Rate			\$1,500.00

3-Person Survey Crew Day Rate

Position	Hourly Rate	Hours	Total
SUR Crew Chief	\$115.50	8	\$924.00
SUR Instrument Operator	\$72.00	8	\$576.00
SUR Rodman	\$58.00	8	\$464.00
Day Rate			\$1,964.00

Contract Duration 3% Escalation per year - Hourly/Crew Rates			
2024-2025			
Item	Unit of Measure	3% escalation	2024-2025 Hourly Rates
CADD Computer Technician	Hourly	\$3.08	\$105.58
SUR Chief Surveyor	Hourly	\$6.90	\$236.90
SUR Secretary/Clerical	Hourly	\$2.58	\$88.58
SUR Crew Chief	Hourly	\$3.47	\$118.97
SUR Instrument Operator	Hourly	\$2.16	\$74.16
SUR Rodman	Hourly	\$1.74	\$59.74
2025-2026			
Item	Unit of Measure	3% escalation	2025-2026 Hourly Rates
CADD Computer Technician	Hourly	\$3.17	\$108.74
SUR Chief Surveyor	Hourly	\$7.11	\$244.01
SUR Secretary/Clerical	Hourly	\$2.66	\$91.24
SUR Crew Chief	Hourly	\$3.57	\$122.53
SUR Instrument Operator	Hourly	\$2.22	\$76.38
SUR Rodman	Hourly	\$1.79	\$61.53
2026-2027 (1st Year Renewal Option)			
Item	Unit of Measure	3% escalation	2026-2027 Hourly Rates
CADD Computer Technician	Hourly	\$3.26	\$112.00
SUR Chief Surveyor	Hourly	\$7.32	\$251.33
SUR Secretary/Clerical	Hourly	\$2.74	\$93.97
SUR Crew Chief	Hourly	\$3.68	\$126.21
SUR Instrument Operator	Hourly	\$2.29	\$78.68
SUR Rodman	Hourly	\$1.85	\$63.38
2027-2028 (2nd Year Renewal Option)			
Item	Unit of Measure	3% escalation	2027-2028 Hourly Rates
CADD Computer Technician	Hourly	\$3.36	\$115.36
SUR Chief Surveyor	Hourly	\$7.54	\$258.87
SUR Secretary/Clerical	Hourly	\$2.82	\$96.79
SUR Crew Chief	Hourly	\$3.79	\$130.00
SUR Instrument Operator	Hourly	\$2.36	\$81.04
SUR Rodman	Hourly	\$1.90	\$65.28

**NASSAU COUNTY
FLORIDA**



NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

REQUEST FOR QUALIFICATIONS (RFQ)

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

RFQ NO. NC23-011

PROPOSALS ARE DUE NOT LATER THAN

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

TABLE OF CONTENTS

SECTION 1	GENERAL INFORMATION
SECTION 2	SCOPE OF SERVICES
SECTION 3	FIRMS QUALIFICATIONS AND EXPERIENCE
SECTION 4	INSTRUCTIONS AND INFORMATION TO RESPONDENTS
SECTION 5	EVALUATION/SELECTION PROCESS
SECTION 6	CONTRACT PROCEDURES
SECTION 7	ADDITIONAL INFORMATION
 <u>ATTACHMENTS</u>	
ATTACHMENT "A"	ADDENDA ACKNOWLEDGMENT
ATTACHMENT "B"	STATEMENT OF "NO RESPONSE"
ATTACHMENT "C"	DRUG FREE WORKPLACE CERTIFICATE
ATTACHMENT "D"	PUBLIC ENTITY CRIMES SWORN STATEMENT
ATTACHMENT "E"	E-VERIFY AFFIDAVIT
ATTACHMENT "F"	INSURANCE REQUIREMENTS
ATTACHMENT "G"	APPLICABLE FEDERAL PROVISIONS
ATTACHMENT "H"	EXPERIENCE OF RESPONDER
ATTACHMENT "I"	DRAFT CONTRACT

SECTION 1: PROJECT INFORMATION

1.1 PURPOSE:

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

SECTION 2: SCOPE OF SERVICES

2.1 OVERVIEW

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

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

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

SECTION 3: FIRMS QUALIFICATIONS AND EXPERIENCE

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

SECTION 4: INSTRUCTIONS AND INFORMATION TO RESPONDENTS

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

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

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

- 4.2 SUBMISSION OF REQUEST FOR QUALIFICATIONS (RFQ):** Proposals must be submitted to the County's eProcurement system, [PlanetBids Vendor Portal](#). The County will not accept proposals by facsimile, paper (hand-carry), email, or any other method. **Proposals must be received no later than the date and time specified in Section 4.1.** Any proposals received after this date and time will be rejected and considered non-responsive. Proposals will be publicly read and recorded at the office of the Ex-Officio Clerk, Nassau County on date and time specified in Section 4.1.
- 4.3 Respondents are directed to not contact evaluating committee members, County Commissioners, County departments or divisions until award has been made by the Board of County Commissioners. ALL QUESTIONS FROM RESPONDENTS MUST BE ADDRESSED IN WRITING AND SUBMITTED TO THE NASSAU COUNTY'S EPROCUREMENT SYSTEM, [PLANETBIDS VENDOR PORTAL](#)**
- 4.4 ADDITIONAL INFORMATION/ADDENDA:** Any ambiguity, conflict, discrepancy, omissions or other error discovered in this solicitation must be reported immediately and a request made for modifications or clarification. Request for additional information or clarifications must be made in writing and submitted to NASSAU COUNTY'S EPROCUREMENT SYSTEM, [PLANETBIDS VENDOR PORTAL](#) by the question deadline identified in Section 4.1.

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

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

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

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

TAB 1 – Cover Letter

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

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

TAB 2 – Table of Contents

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

TAB 3 – Team Organization, Experience and Qualifications

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

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

TAB 4 – Project Understanding, Approach and Methodology

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

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

TAB 5 – References

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

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

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

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

TAB 6 – CURRENT WORKLOAD

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

TAB 7 – TECHNOLOGY

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

TAB 8 – HOURLY RATE SCHEDULE

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

TAB 9 – Attachments/Administrative Information

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

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

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

SECTION 5. EVALUATION/SELECTION PROCESS

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

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

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

SECTION 6. CONTRACT PROCEDURES

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

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

SECTION 7. STANDARD CONTRACT TERMS FOR PROFESSIONAL SERVICES

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

The Remainder of the This Page Intentionally Left Blank

ATTACHMENT "A"
ADDENDA ACKNOWLEDGMENT

<p>Acknowledgment is hereby made of receipt of addenda issued during the solicitation period.</p> <p>SOLICITATION NUMBER: NC23-011-RFQ</p>	<p>Addendum # _____ through # _____</p> <p>Date:</p>
<p>Signature of Person Completing:</p>	
<p>Printed Name:</p>	<p>Title:</p>

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

**ATTACHMENT “B”
STATEMENT OF “NO RESPONSE”**

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

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

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

Remarks: _____

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

Typed Name and Title

Company Name

Address

Signature

Date

Telephone Number

Fax Number

Email Address

ATTACHMENT "C"
DRUG FREE WORKPLACE CERTIFICATE

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

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

[Remainder of the page intentionally blank.]

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

Authorized Signature

Date Signed

State of: _____

County of: _____

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

Notary Public

My commission expires: _____

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

TO BE RETURNED WITH BID

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

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

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

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

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

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

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

Signature

Date

State of: _____

County of: _____

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

Notary Public

My commission expires: _____



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

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

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

JOHN A. CRAWFORD
Ex-Officio Clerk

DENISE MAY
County Attorney

TACO E. POPE, AICP
County Manager

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

Project Name: _____

Bid No./Contract No.: _____

DEFINITIONS:

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

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

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

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

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

(904) 530-6100

An Affirmative Action / Equal Opportunity Employer

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

CONTRACT TERMINATION:

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

EXHIBIT "A"
CONTRACTOR E-VERIFY AFFIDAVIT

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

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

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

Print Name:_____

Date:_____

STATE OF FLORIDA

COUNTY OF _____

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

Notary Public

Printed Name

My Commission Expires: _____

EXHIBIT "B"
SUBCONTRACTOR E-VERIFY AFFIDAVIT

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

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

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

Print Name: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

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

Notary Public

Printed Name

My Commission Expires: _____

ATTACHMENT “F”
GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS

COMMERCIAL GENERAL LIABILITY INSURANCE

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

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

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

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

PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

shall read as follows:

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

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

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

12. E-Verify: Enrollment and verification requirements:

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

the contract.

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

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

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

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

FEDERAL NON-DISCRIMINATION PROVISIONS

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

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

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

ENVIRONMENTAL COMPLIANCE

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

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

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

[Remainder of the page intentionally blank.]

ATTACHMENT "H"
EXPERIENCE OF RESPONDENT

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

1. **FIRM NAME:** _____

Address: _____

City/State/Zip: _____

Phone: _____ Email: _____

Name of primary contact responsible for work performance: _____

Phone: _____ Cell Phone: _____

Email: _____

2. **INSURANCE:**

Surety Company: _____

Agent Company: _____

Agent Contact: _____

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

3. **EXPERIENCE:**

Years in business: _____

Years in business under this name: _____

Years performing this type of work: _____

Value of work now under contract: _____

Value of work in place last year: _____

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

Name of subvendors you may use: _____

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

Been involved in bankruptcy or reorganization: ___ Yes ___ No

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

4. **PERSONNEL**

How many employees does your company employ:

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

5. WORK EXPERIENCE:

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

Reference #1:

Company/Agency Name: _____

Address: _____

Contract Person: _____

Phone: _____ Email: _____

Project Description: _____

Contract \$ Amount: _____

Date Completed: _____

Reference #2:

Company/Agency Name: _____

Address: _____

Contract Person: _____

Phone: _____ Email: _____

Project Description: _____

Contract \$ Amount: _____

Date Completed: _____

Reference #3:

Company/Agency Name: _____

Address: _____

Contract Person: _____

Phone: _____ Email: _____

Project Description: _____

Contract \$ Amount: _____

Date Completed: _____

REMINDER:

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

ATTACHMENT "I"

CONTRACT FOR *** SERVICES**

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

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

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

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

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

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

SECTION 2. Receiving/Payment/Invoicing

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

Initials: _____

Initials: _____

ATTACHMENT "I"

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

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

SECTION 3. Acceptance of Services and/or Materials

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

SECTION 4. Firm Prices

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

SECTION 5. Fund Availability

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

SECTION 6. Expenses

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

Initials: _____

Initials: _____

ATTACHMENT "I"

SECTION 7. Taxes and Liens

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

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

SECTION 8. Laws Governing this Contract

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

SECTION 9. Changes

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

SECTION 10. Modifications

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

SECTION 11. Assignment & Subcontracting

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

ATTACHMENT "I"

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

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

SECTION 12. Severability

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

SECTION 13. Termination for Default, Fraud or Willful Misconduct

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

SECTION 14. Termination for Convenience

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

Initials: _____

Initials: _____

ATTACHMENT "I"

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

SECTION 15. Force Majeure

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

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

Initials: _____

Initials: _____

ATTACHMENT "I"

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

SECTION 16. Access and Audits

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

SECTION 17. Vendor Responsibilities

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

SECTION 18. Public Emergencies

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

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

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

ATTACHMENT "I"

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

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

SECTION 20. Probationary Period

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

SECTION 21. Independent Vendor Status

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

SECTION 22. Indemnification and Insurance

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

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

SECTION 23. Dispute Resolution

Initials: _____

Initials: _____

ATTACHMENT "I"

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

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

SECTION 24. E-Verify System

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

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

Initials: _____

Initials: _____

ATTACHMENT "I"

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

SECTION 25. Public Records

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

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

Initials: _____

Initials: _____

ATTACHMENT "I"

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

SECTION 26. Request for Records; Noncompliance

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

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

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

SECTION 27. Civil Action

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

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

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

ATTACHMENT "I"

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

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

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

SECTION 29. Entire Agreement

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

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

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

By: _____
Its: _____
Date: _____

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

JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Initials: _____

Initials: _____

ATTACHMENT "I"

Approved as to form and legality by the
Nassau County Attorney

DENISE C. MAY

**UNITED BROTHERS DEVELOPMENT
CORPORATION**

By: _____

Its: _____

Date: _____

DRAFT

Initials: _____

Initials: _____

Exhibit "D" - Vendor's Response



Nassau County Continuing Contract for Surveying and Mapping Services RFQ No. NC23-011



John K. Maffett, PSM
Arc Surveying & Mapping, Inc.
5202 San Juan Avenue, Jacksonville, FL 32210



COVER LETTER



Subject: RFQ No. NC23-011 – Request for Qualifications
Professional Surveying and Mapping Services

To Whom it may Concern:

Arc Surveying & Mapping, Inc., a Small Business with offices in Jacksonville, Florida respectfully submits our Statement of Qualifications for Professional Surveying and Mapping Services on the following pages. Arc Surveying and Mapping is committed to providing an Accurate, Reliable, and Cost-effective approach to all projects being awarded under this RFQ. The knowledge, experience, technology, and equipment being provided by this firm will meet or exceed the RFQ requirements.

Per Section 2.1.1 of the RFQ, all required documentation has been compiled and is included in our RFQ response as well as the required Attachments A-H.

Arc Surveying and Mapping, Inc. has **“no exceptions to any of the terms of this RFQ”**.

We sincerely appreciate the opportunity of serving the Nassau County Board of County Commissioners for their surveying and mapping requirements and appreciate your consideration of our submittal.

Sincerely,

John K. Maffett, PSM
Vice President

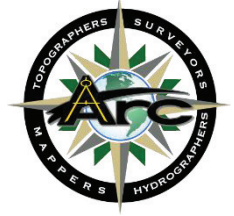
Office: (904) 384-8377

Cell: (904) 838-4559

Email: jmaffett@arcsurveyors.com



TABLE OF CONTENTS



Tab	Page(s)	Description
1.	1	Cover Letter
2.	2	Table of Contents
3.	3-14	Team Organization, Experience and Qualifications
4.	15	Project Understanding, Approach and Methodology
5.	16-21	References
6.	22	Current Workload
7.	23	Technology
8.	24	Hourly Rate Schedule
9.	25-48	Attachments/Administrative Information



TEAMS ORGANIZATION, EXPERIENCE AND QUALIFICATIONS



Company Introduction

Arc Surveying & Mapping, Inc. (Arc) is a small business located in Jacksonville Florida. Arc, is a family owned and operated business, was founded in 1986 and incorporated in the State of Florida during 1991. For over thirty-five (36) years Arc has provided specialized surveying services to a wide variety of clients including the Nassau County engineering and Roads , the US Navy, the Department of Transportation, City of Jacksonville, Jacksonville District US Army Corps of Engineers, numerous port authorities, most major engineering companies, city, county, state and federal agencies.

Many of the surveying systems in use today, such as terrestrial laser scanners, global positioning systems, UAV based photogrammetry/lidar, dual frequency and multibeam swath depth sounders were introduced to our clients as each new technology emerged. Arc's management, professional surveyors, party chiefs, crew members, CADD technicians and support staff have grown with technology and will provide accurate, reliable, and cost-effective surveying and mapping products throughout the State of Florida and the Caribbean.

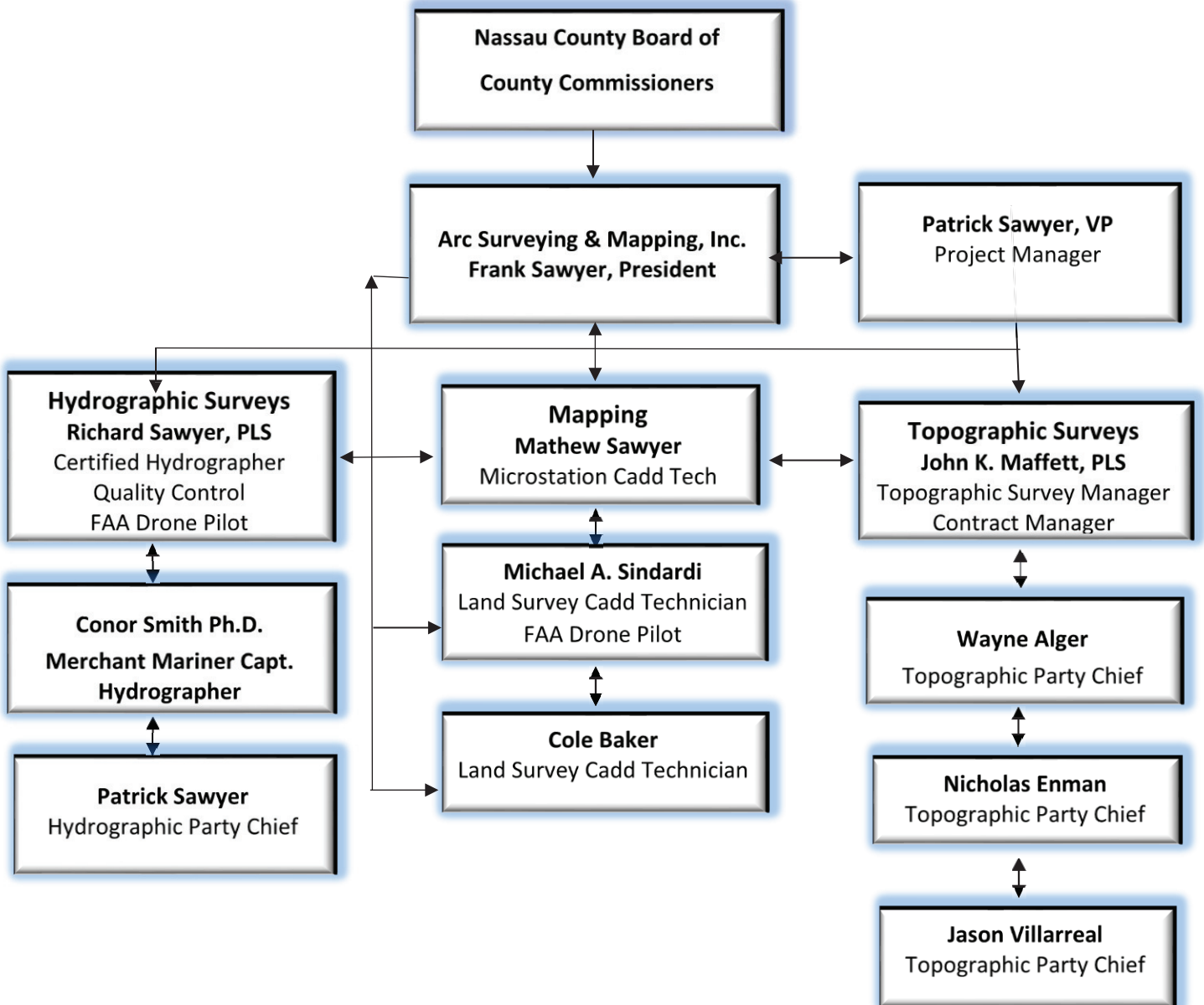
Arc Surveying & Mapping, Inc. is full service and provides the following Land Surveying disciplines: Alta surveys, As-built surveys, Beach surveys, Boundary surveys, Bridge surveys, Bridge Clearance surveys, Building Information Management surveys, Coastal Construction line surveys, Commercial Site surveys, Construction Easement surveys, Construction Stakeout surveys, Development surveys, Finished Floor Elevations, Force Main Waterline staking, GPS Control, Land surveys, Legal Descriptions, LiDAR surveys, Review existing GIS data for maps reports and drawings, Mean High Water surveys, Provide aerial mapping and digital terrain modeling, Plat boundary and mapping, Retracement surveys, Right-of-way surveys, Riparian Right surveys, Route surveys, Subdivision surveys, Submerged Land Lease surveys, Surveyor Certifications, Structural surveys, Terrestrial Laser Scanning surveys, Topographic surveys, Title Searches and Title Reports, Tree surveys, Wetland surveys.

Arc Surveying and Mapping conforms to all Federal, State, and Local guidelines as it pertains to the profession of surveying and Mapping. We employ a qualified licensed technical staff which is experienced with all private and government entity projects. We are a licensed survey business in the State of Florida and currently have two licensed land surveyors on board. With to more Surveyors in Training. Most of the mapping and field staff have all passed and hold various levels of the CST training certificates. We are following state laws which govern the profession of land surveying under Chapter 472. Specifically in chapter 5J-17 and employee all current Standards of Practice as currently written by the Board of Professional Land Surveyors and Mappers.



TEAMS ORGANIZATION, EXPERIENCE AND QUALIFICATIONS

Key Personnel Organizational Chart



JOHN K. MAFFETT

VICE PRESIDENT, PLS

GIS Specialist

3D Modeler/Laser Scan Technician

Project Manager

EDUCATION:

High School Diploma

Bachelor of Science in Business
Management

Masters of Business
Administration/Marketing

LICENSE AND/OR REGISTRATION

Florida Professional Surveyor &
Mapper (PSM) #6951

EXPERIENCE WITH ARC SURVEYING & MAPPING:

17 Years

TOTAL YEARS OF EXPERIENCE

23 Years

BACKGROUND / RESPONSIBILITIES

Mr. Maffett has over Twenty Three years land surveying experience. He has worked on projects including topographic surveys, boundary surveys, environmental surveys, construction surveys, right of way mapping, and laser scanning projects for the various private and government entities. Mr. Maffett is proficient in many surveying applications and programs such as all versions of ACAD and many Autodesk programs, Polyworks, Cyclone, Riscan Pro, various 3D modeling softwares and viewers.

PROJECT EXPERIENCE

- Nassau County Fire Stations 70 and 90 Boundary, Topographic
- Right-of-Way Survey—FDOT Fruit Cove—2.5 miles Jacksonville, FL
- Dove Road Extension Nassau County, Florida
- Clements Road Topographic Route Survey, Nassau County, FL
- Brunswick Wood Preserving Facility, Brunswick, Georgia
- Right-of-Way Survey – FDOT Moody Avenue – OP, FL
- Boundary/Topographic Survey, Red Shirt Farms, City of Jacksonville, FL
- Topographic Survey 3000+acre development survey - St. Johns County, FL
- Topographic Survey, 200+acres, Freeport Container, Freeport, Bahamas
- Brunswick Superfund Site, 180+acres, topographic, boundary, baseline condition, construction stakeout, etc.
- Topographic survey 120+ acres, tree survey, Anheuser Busch Facility
- Topographic survey, boundary, easement, construction stakeout, 80+acres, UCC Munitions Site, Woodbine, GA
- Laser Scan Survey, Westrock Facility, Fernandina Beach, FL

AFFILIATIONS

Society of American Military Engineers
American Congress of Surveying and Mapping

PROFESSIONAL TRAINING

Trimble Geomatics GPS Processing Training
OSHA 40-hour Hazardous Waste Site Operations & Emergency Response Team
MSHA Part 48 Certified
CPR/First Aid Certified
AutoCAD/MicroStation
Riegl Laser Field Operation Certification

FRANK J. SAWYER

PRESIDENT

Party Chief

Hydrographer

Project Manager

EDUCATION:

Orange Park High School

LICENSE AND/OR REGISTRATION

Merchant Mariner #501973

Hypack Certified Hydrographer

EXPERIENCE WITH ARC SURVEYING & MAPPING:

33 Years

TOTAL YEARS OF EXPERIENCE

33 Years

BACKGROUND / RESPONSIBILITIES

Mr. Sawyer has over thirty-three (33) years of surveying, mapping and computing experience. He has performed numerous hydrographic surveys for ACOE, FDOT, Port Authorities and various other clients and is proficient with all types of positioning and depth sounding equipment, Differential Global Positioning (DGPS) and Real Time Kinematic (RTK). He is experienced in the use of multibeam swath and single and dual frequency depth sounders, Ground Penetrating Radar (GPR), side-scan sonar, geophysical systems, sub-bottom profilers and magnetometers. Mr. Sawyer specializes in hydrographic surveys and is capable of collecting, processing, computing and mapping. Mr. Sawyer is a Hypack/Hysweep expert, well know and respected for his ability to assist in software development and installation.

PROJECT EXPERIENCE

- St. Augustine Shipyard Marina – St. Augustine, FL - Hydrographic Survey of Marina Lift Basin and Vessel Dockage Area
- St. Augustine Shipyard South Dock – St. Augustine, FL – Hydrographic survey of proposed South dockage areas, locate water structures including docks, bulkheads, aids to navigation and signage
- NDT Investigation/Abandoned Piling San Sebastian Inlet, St. Augustine, FL Hydrographic, side-scan and sub-bottom sonar survey performed to identify objects lying on or protruding above the river bottom and identify buried pilings
- St. Augustine Shipyard UAV/Topographic Survey, St. Augustine, FL
- Villages of Vilano Marina, St. Augustine Beach, FL – Topographic and Hydrographic Surveying in support of dredging design. Topographic survey to include pier or docks, bulkhead, shoreline, aids to navigation, boat ramps and associated features; Hydrographic soundings of the approaches and basin of the existing marina; Create dredge design template and perform volume computations
- St. Augustine Inlet, St. Augustine, FL – Hydrographic and topographic survey for establishing locations of seven ADCP's in and around St. Augustine, FL

AFFILIATIONS

American Association of Port Authorities
American Congress of Surveying and Mapping
U.S. Hydrographic Society
Florida Professional Surveying and Mapping Society

PROFESSIONAL TRAINING

Hypack/Hysweep Certification
Trimble Geomatics GPS Processing Training
OSHA 40-hour Hazardous Waste Site Operations & Emergency Response
CPR Certified
United States Coast Guard Vessel Operation Certification

RICHARD J. SAWYER
SUR CHIEF SURVEYOR

Certified Hydrographer
Professional Surveyor & Mapper
FAA Drone Pilot

EDUCATION:

Civil Engineering Technology;
Associates of Science (A.S.) Florida
Community College: 1989

Shallow Water Multibeam Training,
U.S and Canadian Hydrographic
Commission, University of New
Brunswick,1996

LICENSE AND/OR REGISTRATION

Florida Professional Surveyor &
Mapper (PSM)No. LS0006131

American Congress of Surveying &
Mapping, (ACSM CH) Certified
Hydrographer No. 194

FAA Drone Pilot #3958472

**EXPERIENCE WITH ARC SURVEYING
& MAPPING:**

18 Years

TOTAL YEARS OF EXPERIENCE

34 Years

AVAILABILITY:

75%

BACKGROUND / RESPONSIBILITIES

Mr. Sawyer is a Professional Surveyor and Mapper, as well as a ACSM Certified Hydrographer, with thirty-four (34) years of experience in large-scale design, marine engineering, and dredging surveys. . Mr. Sawyer offers to our client’s dozens of years of experience and knowledge pertaining to the standards, technologies, and data presentation for charting of inland and coastal water bodies and their littoral land areas. His current responsibilities include all facets of project management, field to finish, for surveying and mapping on large scale engineering design, geodetic, coastal, marine, dredging and hydrographic mapping projects.

PROJECT EXPERIENCE

- RS&H/City of Jacksonville – Liberty Street Marina Hydrographic, Topographic, Side-scan and Sub-bottom Profile surveys
- FDOT D3 – Bryant Patton Bridge Cut-off Pile Survey, Apalachicola, FL
- FDOT D2 – Mathew Bridge Emergency Repairs, Duval County, FL
- FDOT D4 – 69 Bridge Condition/Scour Surveys, Broward, Indian River, Martin, Palm Beach, St. Lucie Counties, FL
- FDOT D2 – Bridge Condition Bathymetry and Laser Scanning Surveys, Seven bridges throughout Duval County, FL
- Burges & Niple – 5 year Contract D2 Bridge Inspection Surveys – Duval County bridges, FL (2014-2018)
- Consor Engineers – 5 Year Contract D2 Bridge Inspection Sureys – Duval County bridges, FL (2018 – present)
- Kisinger Campo & Associates/FDOT District II – Coastline Drive Collapse, Hydrographic surveying, Blueview Sonar Surveying
- Jacksonville Port Authority, Jacksonville, FL Continuing Services Contract, port expansion & maintenance dredging; 2009-present
- Cape Canaveral Port Authority; pre/post-dredging surveys; topographic & bathymetric maintenance dredging

AFFILIATIONS

American Association of Port Authorities
American Congress of Surveying and Mapping
U.S. Hydrographic Society
Florida Professional Surveying and Mapping Society

PROFESSIONAL TRAINING

- Shallow Water Multibeam Training, U.S and Canadian Hydrographic Commission, University of New Brunswick,1996
- Trimble Geomatics GPS Processing Training, Measuretronics
- Side Scan Sonar Processing and Mosaicing, Oceananic Imaging Consultants, 2002
- Bentley’s Microstation, InRoads and Descartes Mapping Training, CADD Development, 1996, 1999, 2003

NICHOLAS ENMAN **TOPOGRAPHIC PARTY CHIEF**

EDUCATION:

High School Diploma

LICENSE AND/OR REGISTRATION

CST Certification Level 1 & 2

EXPERIENCE WITH ARC SURVEYING & MAPPING:

7 Years

TOTAL YEARS OF EXPERIENCE

24 Years

BACKGROUND / RESPONSIBILITIES

Mr. Enman has twenty-four (24) years experience completing all aspects of land surveys. Mr. Enman has been involved in establishing precise horizontal and vertical control, complete retracement surveys, graphic boundaries and surveys. Mr. Enman is proficient in operating multiple survey instruments ranging from RTK GPS, robotic and conventional transits and GPR. Mr. Enman has been trained and certified in basic surveyor classes such as Florida Minimum Technical Standards, Certified Surveyor in Training Course, Florida Department of Transportation Safety and Survey Standards and is affiliated with the Society of American Military Engineers.

PROJECT EXPERIENCE

- Talleyrand Fuel & Oil Storage Facility
- Right-of-Way Survey—FDOT Fruit Cove—2.5 miles Jacksonville, FL
- Waste Oil Pits Remediation Site (60 acres), Whitehouse, FL
- Monitor Well Surveys—Naval Facilities, Jacksonville, FL
- Brunswick Wood Preserving Facility, Brunswick, Georgia
- Right-of-Way Survey – FDOT Moody Avenue – OP, FL
- Boundary/Topographic Survey, Red Shirt Farms, City of Jacksonville, FL
- Topographic Survey 3000+acre development survey - St. Johns County, FL
- Topographic Survey, 200+acres, Freeport Container, Freeport, Bahamas
- Brunswick Superfund Site, 180+acres, topographic, boundary, baseline condition, construction stakeout, etc.
- Topographic survey 120+ acres, tree survey, Anheuser Busch Facility
- Topographic survey, boundary, easement, construction stakeout, 80+acres, UCC Munitions Site, Woodbine, GA
- Mobile Laser Scan Survey, Durocher, Indian Harbor – 4 miles, Indiana
- Laser Scan Survey, FDOT Dames Point Bridge Jacksonville, FL

AFFILIATIONS

Society of American Military Engineers

PROFESSIONAL TRAINING

Trimble Geomatics GPS Processing Training

OSHA 40-hour Hazardous Waste Site Operations & Emergency Response Team

CPR/First Aid Certified

MATTHEW SAWYER

CADD TECHNICIAN 3

EDUCATION

Baker County High School

Florida Gateway College –
Bachelor of Applied Science in
Water Resources Management,
cum laude

LICENSE AND/OR REGISTRATION

N/A

EXPERIENCE WITH ARC SURVEYING & MAPPING:

8 Years

TOTAL YEARS OF EXPERIENCE

8 Years

PERCENTAGE OF AVAILABILITY

100%

BACKGROUND / RESPONSIBILITIES

Mr. Sawyer has eight (8) years of experience as a mapper, as well as surveying and computing experience. He has worked on numerous hydrographic surveys for ACOE, FDOT, Port Authorities, and various other clients and is proficient with Real Time Kinematic (RTK) GPS positioning systems. He is also responsible for mapping survey data including overlays of previous surveys and quantity calculations. He also has experience in Autocad, Microstation, and Inroads. His current responsibilities include mapping for various contracts with Arc Surveying & Mapping, Inc. He also digitally inputs, maps and maintains CADD mapping with database applications for all of Arc's clients.

PROJECT EXPERIENCE

- JEA/SJRPP Hydrographic Surveys, Jacksonville, FL
- Jacksonville Port Authority, Jacksonville, FL: Continuing services contract. Port expansion and maintenance dredging
- Cape Canaveral Port Authority, Cape Canaveral, Florida: Pre/Post dredging surveys. Topographic & Bathymetric expansion surveys
- Panama Canal Authority, Coco Solo, Panama: Atlantic Jetty and canal survey. Panama Canal widening and deepening
- Manzanillo International Terminal, Colon, Panama: Multibeam swath bathymetric and BlueView under dock sonar scan surveys for port expansion
- New York Harbor, New York, NY: Sidescan and multibeam swath bathymetry of MV Victoria wreck site
- Indiana Harbor Remediation Dredging, East Chicago, Indiana: Pre-dredge multibeam swath bathymetry, sub-bottom profiling and laser scanning of canal structures
- Florida Department of Transportation: Scour surveys of 100 bridges along the Florida Intracoastal Waterway
- Guana River Dock Surveys, Ponte Vedra, Florida

AFFILIATIONS

N/A

PROFESSIONAL TRAINING

- Trimble Geomatics GPS Processing Training
- CPR/First Aid Certified
- Hypack/Hysweep
- OSHA 10-Hour Standards Compliance for Construction
- TWIC Cardholder
- Professional Drafting Courses

MICHAEL A. SINARDI

CADD COMPUTER TECHNICIAN S.I.T.

EDUCATION:

Bachelor Degree-Geomatics

University of Florida - 2017

LICENSE AND/OR REGISTRATION

FAA UAS/Drone Pilot - #4621421

EXPERIENCE WITH ARC SURVEYING & MAPPING:

2 Years

TOTAL YEARS OF EXPERIENCE

9 Years

BACKGROUND / RESPONSIBILITIES

Mr. Sinardi started his career as a Rodman learning the basics of surveying while completing his degree in Geomatics/Surveying. After graduation he performed duties as a Civil Engineer CADD Technician. His duties consisted of creating and editing roadway and drainage files, cross-sections, and digitizing roadway pavement amounts. In 2018 advanced to Project Surveyor performing Aerial LiDAR and Terrestrial LidDAR surveys, hydrographic surveys, and mapping lot surveys; plats; boundary surveys, and creating description sketches. In 2020 Mr. Sinardi came to Arc Surveying to perform duties as an AutoCADD technician. In a short timeframe he has taken over as our Lead UAS Technician, performing, processing and mapping extensive drone surveys for various clients. He's experienced in 3D Terrestrial Scanning and Mapping and is our Lead AutoCAD Technician for mapping topographic, boundary, plat, construction, 3D laser scanning surveys. He is also mapping hydrographic survey data including overlays of previous surveys and quantity calculations.

PROJECT EXPERIENCE

- Mill Creek Forest Subdivision, (272 acre) Topographic, Right-of-way and Boundary Surveys, St. Johns County, FL
- Summer Haven River Beach & FIND SJ-1 DMMA, Hydrographic & Topographic Surveys, St. Johns County, Florida
- St. Johns County Beach Monitoring Profile Surveys, Hydrographic & Topographic Surveys, St. Johns County, Florida
- USVI Port Authority, Cyril E. King Airport UAS Survey, St. Thomas, USVI
- Jacksonville Port Authority, Jacksonville, FL: Continuing services contract. Port expansion and maintenance dredging
- Sawmill Creek (259 Lots), Flagler County, FL. Platting, conservation easements, wetlands, topographic and route survey, construction stakeout, legal descriptions
- Entrada Subdivision (357 Lots), St. Johns County, FL. Platting, utility easements, topographic and boundary survey, construction stakeout, legal descriptions
- AES, San Juan, Puerto Rico – 3D Terrestrial laser scanning of limestone piles for quantity and payment

AFFILIATIONS

Geomatics Student Association

Florida Society of Surveyors and Mappers

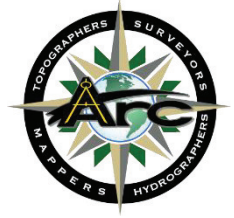
PROFESSIONAL TRAINING

- ASCENT-AutoCAD/Civil3D
- Unmanned Aerial Systems Undergraduate Mapping Certificate
- Florida Surveyor in Training - Fundamentals of Surveying
- TWIC Cardholder
- Professional Drafting Courses

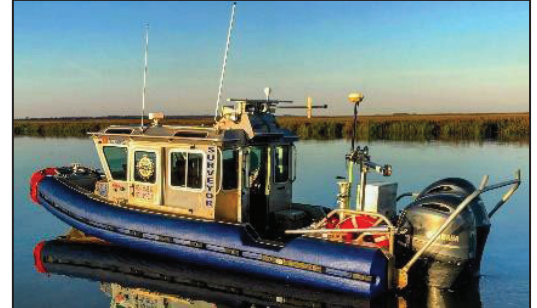


Equipment and Innovative Technology

Based Capabilities



Blue Witch: 25-foot Safe Boat Defender: Modified V-hull with twin 200 hp Yamaha Engines. Fully enclosed, extra-large cabin, heat and air conditioned, 2000 kw generator, AC/DC electrical power, hull center mounted single narrow beam 200 kHz transducer. Equipped with Applanix POS 320 WaveMaster for position, motion and heading. Side mount for dual frequency and multibeam swath sounders, heavy duty aluminum davit for side-scan sonar, sub-bottom profiler and magnetometer. Twin VHF Radios; Simrad GPS w/color display, all USCG required lights, horn, first aid, fire extinguishers.



Grey Witch: 23-foot SeaArk: Heavy gauge aluminum, tri-hull, open stern deck, powered by twin 115 hp Yamaha outboards fully enclosed, extra-large cabin, heat and air conditioned, 2000 kw generator, AC/DC electrical power, hull center mounted single narrow beam 200 kHz transducer. Side mount for dual frequency and multibeam swath sounders, heavy duty aluminum davit for side-scan sonar, sub-bottom profiler and magnetometer. VHF Radios; Garmin GPS w/color display, all USCG required lights, horn, first aid kits and fire extinguishers.



Jon Boat(s): Arc has a variety of small survey vessels ranging in length from 10 to 20 ft. including inflatables. Jon boats can be configured with a survey grade depth sounder, a Riegl Terrestrial Laser Shoreline Scanner, POS MV's, etc. to perform single and dual frequency depth sounding and mobile laser scanning above water structures and topography. All Jon boats are equipped with VHF Radios; all USCG required lights, horn, first aid kits, and fire extinguishers.



Teledyne Reson SeaBat 7101, T20 & T50 Multibeam Swath Systems: Arc owns and operates Teledyne Reson SeaBat multibeam swath systems. The dual frequency operation of the SeaBat systems allows Arc to collect high-resolution survey data to depths between 0.5 & 450m. The different variants can be used for different purposes.



POS/MV Wavemaster: All Arc Surveying vessels are equipped with a POS/MV Wavemaster, a tightly-coupled system using Applanix' unique approach to Inertially-Aided Real-Time Kinematic technology. The user-friendly, turnkey system provides accurate attitude, heading, heave, position, and velocity data, representing the latest in state-of-the-art inertial/GPS technology. The system maintains positioning accuracy under the most demanding conditions, regardless of vessel dynamics. With its high data update rate, the Wavemaster delivers a full six degrees-of-freedom position and orientation solution. The Wavemaster is designed for use with multibeam sonar systems, enabling adherence to IHO (International Hydrographic Survey) standards on sonar swath widths of greater than +/- 75 degrees under all dynamic conditions.



Single Beam Depth Sounders:

Arc has two (2) Odom single beam depth sounders; CVM200/24 & Odom CV100 24/200. These sounders collect bottom depths digitally at 200 kHz and 24 kHz frequencies, records on scroll or digital media, annotates xy depth, time and date.



Sound Velocity Probe Odom Digibar Pro: 11kHz Sing-Around Frequency, 10Hz Sample Rate, > 1.0 ft (31.0 cm) Depth Sensor Accuracy.



AML-3 LGR Sound Velocity Probe:



GPT-3000LW Series Total Station

Total Stations 12

- Topcon GPT 8000
- Topcon GPT 8205
- Topcon GTS 01
- Topcon GTS-301

- (3) Trimble S3 Robotic Total Stations
- (2) Topcon 802AR Robotic Total Station
- Topcon GPT2003



Data Collectors

- TDS Ranger 200X Data Controller
- (2) TDS Nomad
- (2) TDS Nomad
- (5) Trimble TSC2
- (5) Trimble TSC3 with email from the field capabilities



Levels 10

- Wild NA-0
- Wild NA-1
- Wild NA-1
- Nikon AZ-15
- Nikon AZ-15



GPS Receivers (All Code & Carrier L1/L2)

- (5) Trimble R8 RTK Systems
- (2) Trimble R6 RTK Systems
- (2) Trimble R10 RTK Systems



Riegl VZ-400 3D Terrestrial Laser Scanner

Provides high speed, non-contact data acquisition using a narrow infrared laser beam and a fast scanning mechanism. High accuracy laser ranging is based upon RIEGL's unique echo digitization and online waveform processing, which enables superior measurement performance. Provides multiple return capabilities.

Accuracy: 5mm - Precision: 3mm - Range: 600 meters



Blueview BV500 3D Underwater Scanning Sonar

The BlueView BV5000-1350 3D mechanical scanning sonar creates real-time high-resolution imagery of underwater areas, generating 3D point clouds of marine structures such as bridge foundations, support piling, dams, bottom debris, etc. The compact lightweight units are easily deployed on a tripod or an ROV. The scanning sonar head and integrated mechanical pan and tilt mechanism generates both sector scans and spherical scan data. The Blueview 3D sonar scanner operates underwater even in low and zero visibility conditions with the seamless integration of traditional land-based laser scan imagery.



Survey Vehicles

Arc maintains a fleet of work trucks from 4x4s to heavy duty vehicles for pulling boats, ATV's or the Marsh buggy. Each truck is equipped with a topper and safety equipment i.e. first aid, flashers and fire extinguishers.

- (1) 2021 Dodge Ram
- (2) 3500 4x4 Crew Cab Dually
- (1) Chevrolet 3500 4 x 4 Crew Cab
- (2) Chevrolet 1500 4x4
- (2) Chevrolet 1500
- (2) Ford F150 4X4 Extended Cab



Unmanned Aircraft Systems (UAS)

Two (2) Phantom 3 Quad Copters used for inspection and site investigation with approximately 20-25 min of flight time. These drones are equipped with Sony EXMOR 1/2 2.3" 12.74 MP Cameras capable of High-Resolution Georeferenced imagery or Video.



1 MAP-M4 Quad Copter with 30-40 min of flight time. Drone is equipped with a V-MAP 20khz Dual Frequency GPS Receiver and a Sony A6000 24mp Camera with a Sony 16mm f/2.8 Pancake lens capable of 11mm GSD @ 50 Meters flying height. The M4 is capable of producing centimeter accuracy topographic data as well as highly detailed georeferenced imagery.



One Rock R2A NSA Lidar Drone. The ROCK R2A is a complete aerial mapping solution, integrating the new LiVOX Avia sensor, with a Novatel GNSS, high-accuracy Inertial Labs IMU, and a 24 MP Sony camera. Capture both colorized 3D point clouds and orthophotos in one flight.



Side Scan Sonar – Sub Bottom Profiling & Magnetometer Surveys

- Side Scan Sonar – provides sonar images of the riverine bottom surface often used to view objects such as pipelines, cables, debris, hardscape, piping, anchors, chains, etc.
- Sub-bottom profiling – provide sonar images into the subsurface often used to locate buried pipelines, cables, etc. Has some sediment layering and hard bottom capabilities but is affected by organics such as muck or decayed vegetation?
- Magnetometer – provides riverine locations of bottom surface or buried ferrous metals. Often used to locate pipelines, cables, chains, and various ferrous metal objects.



Project Understanding, Approach and Methodology



Arc has provided topographic surveying services for over three decades to Nassau County, its contractors and numerous other clients throughout the US and Caribbean, from large scale multiple crew projects in the Florida Everglades to terrestrial laser scanning the excavated rock surface of the Cerrillos Dam in Ponce, Puerto Rico prior to the roller concrete dam construction. As examples that clearly demonstrate Arc's specialized experience and expertise in topographic surveying utilizing GPS, total stations and levels to include site surveys, construction layout, measurement and payment, establishment of horizontal and vertical geodetic control networks, subsurface utility engineering (SUE), and real estate boundary surveying and mapping.

We have worked specifically with the Nassau County Engineering and Roads and Highways department to verify county right of ways, complete route surveys for chip and seal project, create large parcel boundary surveys, sketch and descriptions for right of way takes. Along with the numerous land surveying projects for the County. Other clients efforts in Nassau County include FDOT District two with various bridge bathymetric surveys to monitor scour of seafloor bottom around piles and pier structures. Over the past 10 years we have been contracted by Olsen and Associates to perform monitoring surveys at Nassau sound for shoaling monitoring. The efforts to perform this surveying include conventional RTK collect, Single beam sonar collection, Mobile laser scanning or UAV based lidar scanning. All data is combined into a seamless 3d model utilizing ACAD to provide digital documentation in plan view and cross section plan sets.

Just recently I was able to help the county break down a discrepancy between historic recorded documents not clearly stating the use of county maintenance for a specific roadway. According to chain of title and historic on the ground evidence we can prove that in fact the county had rights to maintain said area of right of way and had been doing so for several years.

This firm's approach to developing cost estimates is specific to each individual project. We will utilize all equipment and resources which will add benefit to any county project. Costs most times can be significantly save if we can employ the technology when it comes to terrestrial or lidar surveying vs conventional land survey crews. This leads to more dense higher quality data collected in a fraction of the time. More importantly the project can be completed much more safely keep field crews out of harms way. We strive for innovation from field collection to final deliverables we pride ourselves on living up to the motto of Accurate, Reliable and Cost-effective.

References

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

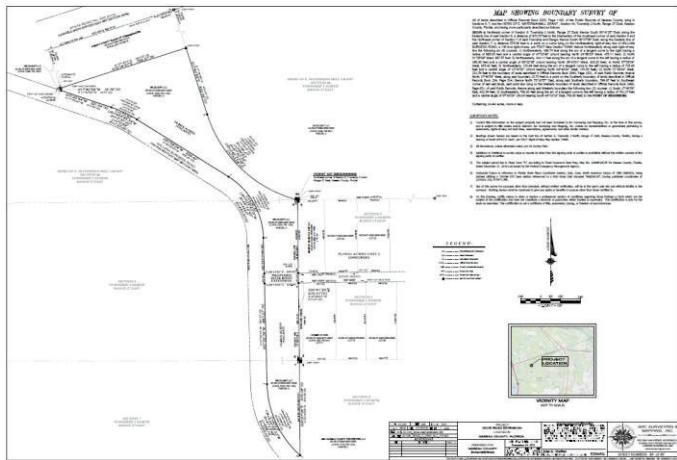
21. TITLE AND LOCATION <i>(City and State)</i> Dove Road Extension Boundary and Sketch Located in Nassau County, Florida		22. YEAR COMPLETED PROFESSIONAL SERVICES 2022
23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER Nassau County Engineering	b. POINT OF CONTACT NAME Robert Companion, PE	c. POINT OF CONTACT TELEPHONE NUMBER (904) 530-6225

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Arc Surveying and Mapping, Inc (Arc) was issued a contract by the Nassau County Engineering Office perform Boundary and sketch and description for right of way creation. Utilizing a combination of data acquisition procedures including GPS Horizontal and Vertical Control – Boundary and Topographic Survey techniques.

The surveys were performed by establishing horizontal and vertical utilizing a continuously operation RTK base station Published NGS monumentation verified and referenced prior to setting permanent site monumentation. Conventional leveling techniques were used to establish hard elevations for all main control points. Boundary monumentation was located utilizing a conventional total station being established with a closed loop traverse. Which was then adjusted for error utilizing the lease squares adjustment in AutoCAD's traverse adjustment routine.

Boundary information was mapped for final products in AutoCAD Civil 3D. Historic records research was performed utilizing the Nassau County GIS map and property appraiser's site. All deed were downloaded and plotted for the area to make proper boundary determinations.



Relevance to this contract: GPS Horizontal and Vertical Control – Boundary Survey – Topographic Survey — Ability to Improve Data quality.

Project cost: \$12,800

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT		
a. (1) FIRM NAME Arc Surveying & Mapping, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Jacksonville, Florida	(3) ROLE Prime Contractor

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT (Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)		20. EXAMPLE PROJECT KEY NUMBER
21. TITLE AND LOCATION (City and State) Nassau Sound Nassau County, Florida		22. YEAR COMPLETED PROFESSIONAL SERVICES 2018-2022 CONSTRUCTION (if Applicable) N/A
23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER Olsen Associates, Inc.	b. POINT OF CONTACT NAME Chris Creed, P.E.	c. POINT OF CONTACT TELEPHONE NUMBER (904) 387-6114

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

As part of the effort to protect the coastal Atlantic shoreline of Nassau County, Arc Surveying and Mapping, Inc. (Arc) was contracted to provide topographic, hydrographic, and remote sensing data acquisition along 18 miles of Flagler County coastline to be utilized for coastal engineering analysis and design for beach re-nourishment. In addition, Arc was tasked to perform a Mean High-Water Line and Erosion Control Mapping Survey for private property boundary and easement determination to be filed with the State of Florida ECL Depository. Utilizing a combination of data acquisition procedures including GPS Horizontal and Vertical Control – Beach Wading Profiles– Singlebeam and Multibeam Hydrographic Survey – Remote Sensing Side Scan Sonar Surveying, Magnetometer Survey and Unmanned Aerial Systems (UAS). The surveys were performed to the Florida Department of Environmental Beaches and Shores standards and included the following task;

- GPS Horizontal and Vertical Control tied to existing DEP "A" monumentation for Nassau County.
- Conventional historic beach profiling from R-001 to R-102 including upland, wading and offshore data collection beginning at each profile origin location and continuing 3000' offshore.
- UAV drone rock outcrop mapping of the beach for 7 miles of county coastline. Beginning at the dunes/vegetation line out to low tide and beyond. UAV acquisition accomplished to assure a minimum of 5 cm ground resolution. Task included acquisition, outcrop identification and location limits, and Digital Orthographic Photography.
- Nearshore hardbottom side scan sonar survey (coastline length 7 miles): Identified and delineated nearshore hardbottom, sand and other areas utilizing side scan sonar system within a nearshore corridor beginning at water's edge, during high tide periods, and continuing offshore 1,500-feet. Task included acquisition, interpretation, and mosaic of digital side scan sonar data, as well as a digital CAD file of hardbottom limits.
- Hardbottom mapping and depths along and abutting pipeline corridors: 5 areas, extending from the offshore edge of the alongshore side scan sonar survey area, seaward another 1,500-feet, with an alongshore width of 500 ft.
- Offshore multibeam survey of potential borrow areas: Hydrographic Multibeam Survey of seven (7) square miles at 10 miles offshore central of Flagler County.
- Mean High Water Line and Erosion Control Line Survey along six (6) miles of coastline for the Federal and Non-Federal projects located in Flagler County. Survey recorded with the State of Florida and Flagler County.

Relevance to this contract: GPS Horizontal and Vertical Control– Beach and Wading Profiles – Single and Multibeam Hydrographic Survey – Unmanned Aerial Systems (UAS) Surveys – Remote Sensing Side Scan and Magnetometer Surveying - Surveying Technology – Ability to Improve Data quality.

Project cost: \$102,000

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME Arc Surveying & Mapping, Inc.	(2) FIRM LOCATION (City and State) Jacksonville, Florida	(3) ROLE Prime Contractor

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects. If not specified. Complete one Section F for each project.)</i>	20. EXAMPLE PROJECT KEY NUMBER
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21. TITLE AND LOCATION <i>(City and State)</i> Commodores Point – Control, Boundary, Topographic, UAS Survey located in Duval County, Florida	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES 2021 - 2022	CONSTRUCTION (if Applicable) N/A

23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER Commodores Point	b. POINT OF CONTACT NAME William Colledge	c. POINT OF CONTACT TELEPHONE NUMBER (904) 305-8018

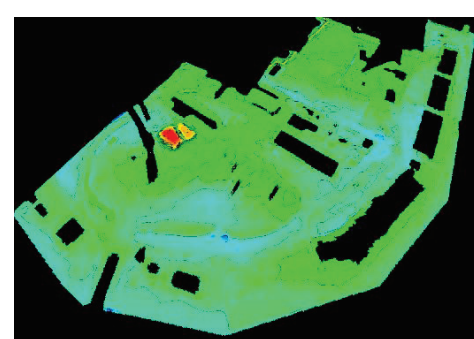
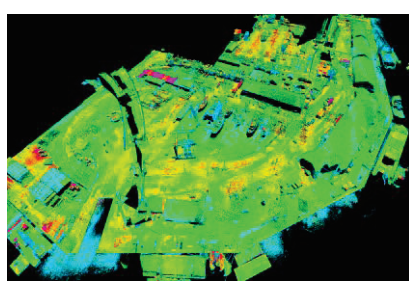
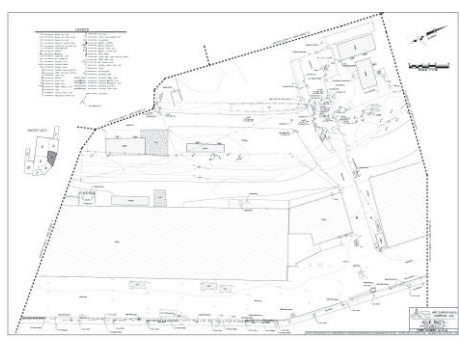
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Arc Surveying and Mapping, Inc (Arc) was issued a contract by Commodores Point to perform Boundary, Topographic, and Hydrographic Surveying. Utilizing a combination of data acquisition procedures including GPS Horizontal and Vertical Control – Boundary and Topographic Survey – Multibeam Hydrographic Survey – Unmanned Aerial Systems (UAS). The procedures utilized resulted in high resolution spatial data, and provide an accurate surface model of the current site conditions.



The surveys were performed by establishing horizontal and vertical utilizing a continuously operation RTK base station located at the ACOE Jacksonville Deport. Published NGS monumentation located in Downtown Jacksonville was verified and referenced prior to setting permanent site monumentation. Conventional leveling techniques were used to establish hard elevations for all main control points. Boundary monumentation was located utilizing a conventional total station being established with a closed loop traverse. Which was then adjusted for error utilizing the least squares adjustment in AutoCAD's traverse adjustment routine.

Hydrographic, Topographic, and UAS data is processed and edited to complete a seamless point cloud and model. From that model a DTM is then created in AutoCAD Civil 3D to allow mapping of plan view data. Boundary, Topographic, Sketch and Descriptions, Submerged land lease, and rectified orthoimage were provided as deliverables for this project.



Relevance to this contract: GPS Horizontal and Vertical Control – Boundary Survey – Topographic Survey – Unmanned Aerial Systems (UAS) – Surveying Technology – Ability to Improve Data quality.

Project cost: \$76,000+

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME Arc Surveying & Mapping, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Jacksonville, Florida	(3) ROLE Prime Contractor

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT		20. EXAMPLE PROJECT KEY NUMBER	
<i>(Present as many projects as requested by the agency, or 10 projects. If not specified. Complete one Section F for each project.)</i>			
21. TITLE AND LOCATION <i>(City and State)</i>		22. YEAR COMPLETED	
DMMA Bartram Island Cell "C" Modifications Duval County, Florida		PROFESSIONAL SERVICES 2020	CONSTRUCTION (if Applicable) N/A
23. PROJECT OWNER'S INFORMATION			
a. PROJECT OWNER Taylor Engineering, Inc.	b. POINT OF CONTACT NAME Jonathan Armbruster, P.E. Senior VP Waterfront Engineering	c. POINT OF CONTACT TELEPHONE NUMBER (904) 731-7040	

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Arc Surveying and Mapping, Inc. (Arc) was issued a task order from the Jacksonville Port Authority, through its' Project Engineering Firm, Taylor Engineering, to perform a comprehensive topographic survey for identifying potential capacity and design engineering modifications of the DMMA Bartram Island Cell "C". Cell "C" is defined by an area or approximately 130 acres of a portion of Bartram Island consisting of an existing diked DMMA impoundment area as well as natural salt marsh habitat and wetlands surrounded by the St. Johns River and Mill Cove. Data acquisition was performed with a combination of conventional surveying methods and airborne LiDAR. LiDAR acquisition included a point density of not less than 25 points per square meter and supported ground, vegetation, and structure classifications. Site Control was verified and established for topographic survey acquisition as well as targeting for LiDAR ground truthing and orthometric control. In addition, high resolution digital aerial



photography was acquired suitable for production of three-inch pixel resolution ortho digital imagery. The topographic survey included the current representation of a digital terrain model (DTM), mean high water line, wetland delineation, Geotech sampling locations, existing weir structures, dike roadway topography and landing area and access roads. Arc computed dredge material capacity volumes within the existing impoundment area based on the surveying results. Deliverables consisted of topographic planimetric digital mapping with one-foot contours, digital elevation model (DEM) and digital surface model (DSM) in LAS and XYZ format as well as digital orthoimagery in TIF and ECW formats. The survey completed on schedule and within budget and was

certified by Florida Professional Surveyor and Mapper, (PSM).

Relevance to this contract: GPS Horizontal and Vertical Control– Topographic Surveying – Unmanned Aerial Systems (UAS) Surveys – Remote Sensing Airborne LiDAR Survey – Survey Technology - Ability to Improve Data quality.

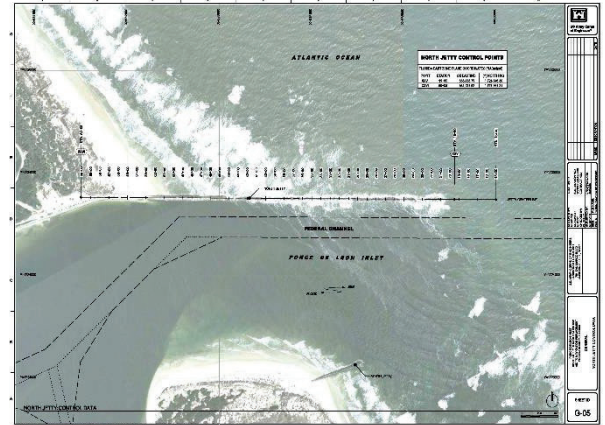
Project cost: \$62,000

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME Arc Surveying & Mapping, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Jacksonville, Florida	(3) ROLE Prime Contractor

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT		20. EXAMPLE PROJECT KEY NUMBER 4
<i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		
21. TITLE AND LOCATION <i>(City and State)</i> Ponce De Leon Inlet – North Jetty Rehabilitation Ponce Inlet, Florida	22. YEAR COMPLETED PROFESSIONAL SERVICES 2020 - Current CONSTRUCTION (if Applicable) N/A	
23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER Kiewit	b. POINT OF CONTACT NAME Michael Cross	c. POINT OF CONTACT TELEPHONE NUMBER (703) 963-6367

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Arc Surveying and Mapping, Inc (Arc) was issued a contract by Kiewit to perform construction surveys of the north jetty located at the Ponce de Leon Inlet. Utilizing a combination of data acquisition procedures including GPS Horizontal and Vertical Control – Terrestrial Laser Scanning (Static, Mobile, Simultaneous location, and mapping) –Multibeam Hydrographic Survey – Unmanned Aerial Systems (UAS). The procedures utilized resulted in high resolution spatial data, and provide an accurate surface model of the current condition of the North Jetty. Special care and attention to weather and sea conditions were taken into consideration during survey operations to improve survey data accuracies, and to ensure safety of crew and equipment.

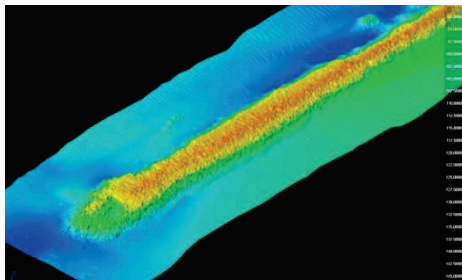
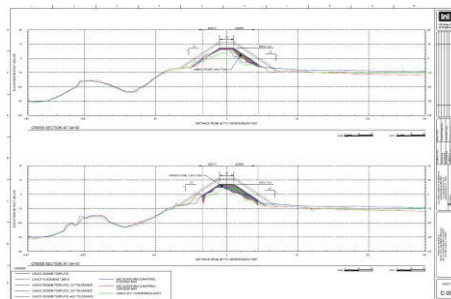


The surveys were performed to ACOE standards utilizing previously established horizontal and vertical control located within United States Coast Guard Station Ponce Inlet. Minor bottom elevation variances between the provided contract survey data and the 2020 survey data were noted during quality control procedures and are attributed to the time lapse between surveys. Tidal reductions were obtained utilizing RTK GPS and referenced to MLLW using a HYPACK Kinematic Tidal Datum model: File name: Volusia-Brevard (w-o_CanaveralHbr_2016 05 06.ktd. A tide staff was found on the southern seawall of the U.S. Coast Guard Station, just west of the boat ramp, and was used as the RTK tide check for this survey.

Hydrographic, Terrestrial, and UAS data is processed and edited to complete a seamless point cloud and model. From that model a DTM is then created in Microstation to allow mapping of plan view and cross section data.

Monument	PID	(x) Northing per OPUS data sheet	(y) Easting per OPUS data sheet	Elevation (NAVD88) per NGS data sheet	Elevation MLLW conversion +2.57
872 1147 A	DK66892	1719382.21	683175.27	2.83	5.40
872 1147 1	AQ1522	1719358.46	683405.11	2.21	4.78
PDI 26	DK66891	1719387.46	683187.31	3.31	5.88
Tide Staff	-	1719371.3	683303.7	2.43	5.00

December 01, 2020 – Setup and Check Ins			
	Δ = (x) Northing	Δ = (y) Easting	Δ = Elevation
Base @ 872 1147 A	-	-	-
Check in @ 872 1147 1	0.061	-0.008	0.014
Check in @ PDI 26	-0.004	-0.019	0.009
Check in @ Tide Staff	-	-	0.023



Relevance to this contract: GPS Horizontal and Vertical Control – Terrestrial Laser Scanning (Static, Mobile, Simultaneous location, and mapping) – Multibeam Hydrographic Survey – Unmanned Aerial Systems (UAS) – Pre and Post Construction Survey – Surveying Technology – Ability to Improve Data quality.

Project cost: \$82,000+

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT		
a. (1) FIRM NAME Arc Surveying & Mapping, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Jacksonville, Florida	(3) ROLE Prime Contractor

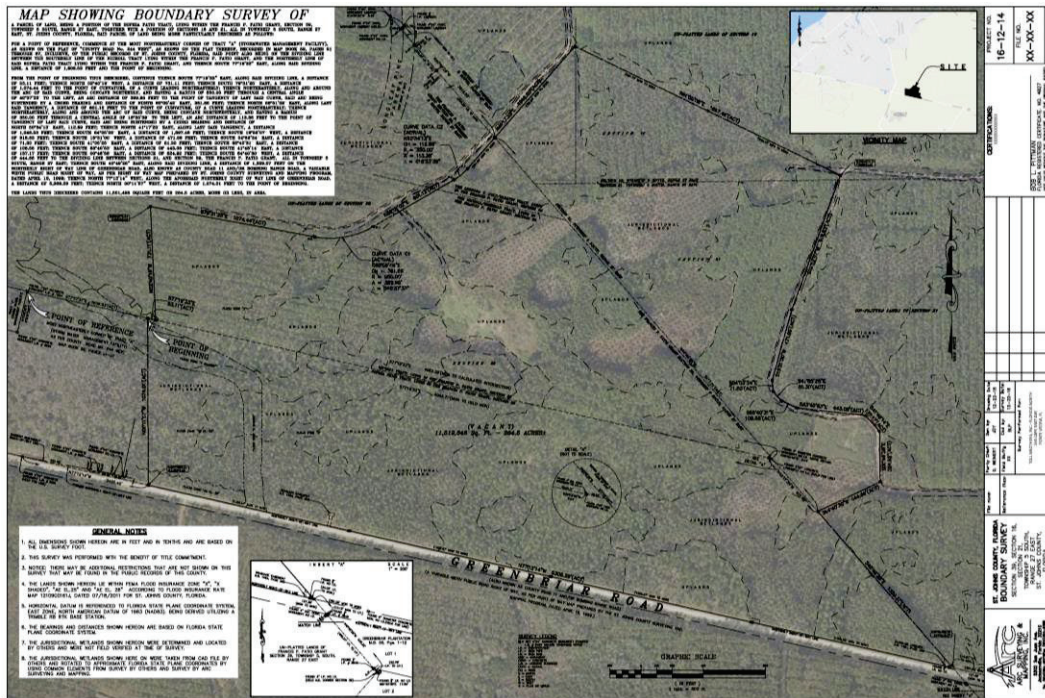
F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
 (Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER
2

21. TITLE AND LOCATION (City and State) Mill Creek Forest Subdivision Jacksonville, Florida	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES In progress	CONSTRUCTION (if Applicable) N/A

23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER Toll Brothers, Inc. – North Florida	b. POINT OF CONTACT NAME Nick Kausch	c. POINT OF CONTACT TELEPHONE NUMBER (904) 217-3854

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)
 Arc's Surveying and Mapping Inc, is providing Large Boundary Survey's for Duval, St. Johns, Nassau, and Clay, counties, to mention a few. These projects can run from several acres to a 1,000 acre tracts of land. We are experts in Development and provide large Boundary's to an Engineer for development of a Subdivision. Development requires we provide a Topographical survey on a specified grid spacing, along with wetland locations, tree locations, Underground locations, and Topo of the right of way for tie ins. After design, we then Plat the lands and submit to the certifying county for approval. Once complete we then begin to layout the roadways, Electric, water meters and individual lots for the builders to purchase for selling houses. This particular property was 272 acres located off of Greenbriar Road in St Johns County. More than half of the property included wetlands.



Relevance to this Contract:

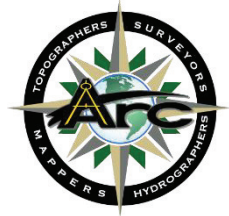
- Topographic Survey
- Right-of-way Survey
- Boundary Survey
- Horizontal and Vertical Control Network
- 2D & 3D digital Mapping

Project Cost: Work on this project is still on going in various phases

a.	(1) FIRM NAME Arc Surveying & Mapping, Inc.	(2) FIRM LOCATION (City and State) 5202 San Juan Avenue Jacksonville, Florida 32210	(3) ROLE Prime Contractor
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Current Workload



Current Projects Scheduled for Completion in 1st Quarter 2023

<u>Project</u>	<u>Location</u>	<u>Status Complete</u>	<u>Delays</u>	<u>Staff</u>
JPA Hydrographic Surveying Services	Jacksonville, FL	95%	On Schedule	R. Sawyer, F. Sawyer, J. Cogdell, D. Trabits
Nassau Sound Flood / Ebb Hydrographic Survey	Nassau and Duval County, FL	75%	On Schedule	R. Sawyer, C. Smith, N. Sawyer, M. Sawyer
South Amelia Island Coastal Monitoring Survey	Nassau County, FL	85%	On Schedule	R. Sawyer, C. Smith, N. Sawyer, M. Sawyer
GCS New Berth Hydrographic Design Survey	Green Cove Springs, Clay County, FL	85%	On Schedule	F. Sawyer, J. Cogdell, D. Trabits
UAV LiDAR and Topographic and Bathymetric Survey	Brunswick, GA	25%	On Schedule	J. Maffett, A. Sinardi, N. Enman, K. Ameye
JPA Berth 20 Engineering Design Hydrographic and Topographic Survey	Jacksonville, FL	80%	On Schedule	R. Sawyer, F. Sawyer, J. Villarreal, M. Sawyer
Beaver Street Topographic and Boundary Survey	Jacksonville, FL	95%	On Schedule	R. Sawyer, J. Maffett, A. Sinardi, W. Alger
Pensacola Beach Coastal Monitoring Survey	Pensacola Beach, FL	20%	On Schedule	R. Sawyer, P. Sawyer, C. Smith, A. Sinardi, M. Sawyer

Projected Workload

Currently Arc is projecting a normal yearly project workload that hopefully includes a continuation of hydrographic surveying services for the Jacksonville Port Authority. As most of our work is repeat business with pre-planned surveys, we do not anticipate future scheduling changes.

Work Fluctuation Adjustments

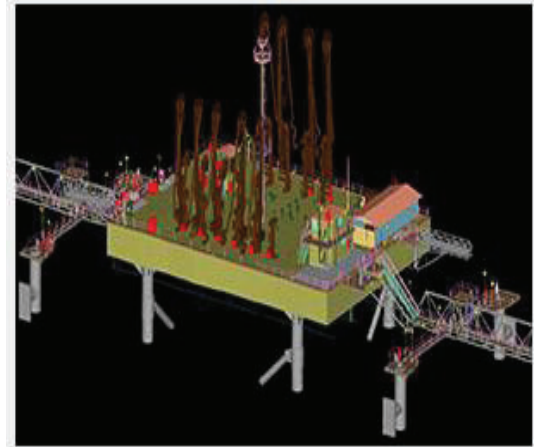
There is a reason that Arc Surveying & Mapping, Inc is continually chosen by clients to provide services that are trusted by government and private industries, Arc understands the everchanging environment and plans accordingly. During our thirty years of marine service and communication with clients and their department managers, Arc has never been the cause of a delay of field improvements or office mapping. The Nassau County Board can be assured that projects will never be delayed because of Arc Surveying & Mapping.



Technology



When it comes to Technology we are continually seeking better methods of data collection and processing that will provide the most efficient and accurate results. Towards this goal, we have added laser scanning systems to our wide variety of surveying services. The laser scanner is capable of capturing and displaying surfaces in 3D. We provide this data in the most popular computing formats including AutoCad and Microstation. Without having to create expensive 3D CAD models, a user can extract point-to-point distances and generate 2D plans, elevations and sections directly from the point clouds. Optical laser scans and multibeam swath soundings can be merged forming a complete 3-dimensional model of port facilities, locks, dams, etc. for any hydrographic surveying project. 25 years ago, Arc Surveying was the first to test and demo terrestrial laser scanners in the United States.



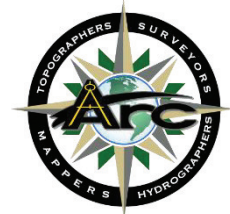
As a technology-motivated company comprised of innovative professionals, Arc Surveying & Mapping, Inc. has always been the leader. The object of Arc Surveying & Mapping, Inc.'s use of technology is to provide more data, more accurately and to reduce labor costs while enhancing safety in the process. Whereas in the 1990's Arc Surveying & Mapping, Inc. crews rappelled down steep rock slopes collecting conventional xyz data points at 50 or 100 ft. line spacing, today we survey entire surfaces in a matter of minutes, laser scanning from static positions, from all-terrain vehicles, from survey trucks, vessel mounted surveys and recently collecting topographic data from unmanned aircraft. Arc Surveying & Mapping, Inc. produces maps, models, videos and CADD files in amazing detail. Arc Surveying & Mapping, Inc. ability to laser scan shallow water canals and stream shorelines and structures from a Jon boat has provided the Department of Transportation with survey data under and around bridges never before available at an affordable cost.

Arc Surveying & Mapping has three drones (UAS) and a FAA Certified UAS pilot/Florida Professional Registered Surveyor and Mapper. It is anticipated that as a result of recent tests by Arc comparing conventionally collected survey data to data acquired by our UAS, Arc Surveying & Mapping, Inc. will be evaluating the cost/benefit ratios and procedures required to assure compliance with local, state and federal regulations. We look forward to adding another technology to our roster and are assured this system will assist in our goal of providing more visualization and precise topographic construction data to our clients.





Hourly Rate Schedule



Not required for the RFQ at this time.




Attachments/Administrative Information



See all attached pages here on

**ATTACHMENT "A"
ADDENDA ACKNOWLEDGMENT**

<p>Acknowledgment is hereby made of receipt of addenda issued during the solicitation period.</p> <p>SOLICITATION NUMBER: NC23-011-RFQ</p>	<p>Addendum # ___ through#___</p> <p>Date: 01/30/2023</p>
<p>Signature of Person: </p>	
<p>Printed Name: John K. Maffett, PSM</p>	<p>Title: Vice President</p>

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

ATTACHMENT "B"
STATEMENT OF "NO RESPONSE"

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

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

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

Remarks: _____

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

Typed Name and Title

Company Name

Address

Signature

Date

Telephone Number

Fax Number

Email Address

ATTACHMENT "C"
DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that _____
Arc Surveying & Mapping, Inc. (print or type name of firm)

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

[Remainder of the page intentionally blank.]

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


Authorized Signature


01/30/2023
Date Signed

State of: FL
County of: 1) Duval

Sworn to (or affirmed) and subscribed before me by means of > physical presence or online notarization, **this** day of February, 2023 by produced VD as identification.


Notary Public

My commission expires: 02/28/2024

 Christina Ann Flores
Notary Public
State of Florida
Comm# HH026887
Expires 8/2/2024



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

TO BE RETURNED WITH BID

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

1. This sworn statement is submitted with Bid, Proposal or Contract for Continuing Contract Surveying and Mapping
2. This sworn statement is submitted by Arc Surveying & Mapping, Inc. (entity submitting sworn statement), whose business address is 5202 San Juan Avenue, Jacksonville, FL 32210 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: John K. Maffett.)
3. My name is John K. Maffett (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 ann'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.)

X 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?)

z:3..81qatur
01/30
Date

State of: OV 1-c\0-
County of: VUJ o.. \

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 20r-3 day of JchY h\o.ITQ.t, 20r-3 by JchY h\o.ITQ.t who is personally known to me or produced as identification.


Notary Public

My commission expires: c3\2 \0-o:}V

Christina Ann
Notary Public
State of Florida
Comm# HH026887
Exp 8/2/2024



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

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

JOHN A. CRAWFORD
Ex-Officio Clerk

DENISE MAY
County Attorney

TACO E. POPE, AICP
County Manager

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

Project Name: Continuing Contract Surveying and Mapping

Bid No./Contract No.: NC23-011-----

DEFINITIONS:

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

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

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

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

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

(904) 530-6100

An Affirmative Action / Equal Opportunity Employer

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

CONTRACT TERMINATION:

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

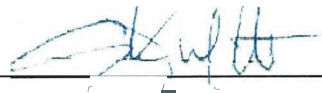
EXHIBIT "A"

CONTRACTOR E-VERIFY AFFIDAVIT

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



Print **Name: K. Maffett**

Date: 01/30/2023

STATE OF FLORIDA

COUNTY OF Duval

The foregoing instrument was known before me by means of physical presence or online notarization, this 01/30/2023 (Date) by K. Maffett (Name of Officer or Agent, Title of Officer or Agent) of Arc Surveying & Mapping, Inc. (Name of Contractor Company Acknowledging), a Florida (at or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced _____ as identification.


Notary Public

Christina Ann Flores
Printed Name

My Commission Expires: 8/2/2024



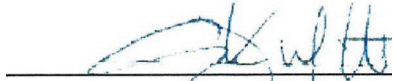
EXHIBIT "B"

SUBCONTRACTOR E-VERIFY AFFIDAVIT

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

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

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



Print Name: John K. Maffet

Date: 01/30/2023

STATE OF FLORIDA

COUNTY OF Juva.

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 01/30/2023 (Date) by John Maffet (Name of Officer or Agent, Title of Officer or Agent) of kc.SurJ9-Wt@07 Fla (Name of Contractor Company Acknowledging), a Fla.o. (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced _____ as identification.

Christina Ann Flore

Christina Ann Flore Notary Public

Printed Name

My Commission Expires: 08-22-2024



Christina Ann Flore
Notary Public
State of Florida
comm# HH026887
expires 8/2/2024

ATTACHMENT “F”
GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS

COMMERCIAL GENERAL LIABILITY INSURANCE

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

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

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

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

PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

shall read as follows:

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

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

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

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

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

the contract.

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

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

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

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

FEDERAL NON-DISCRIMINATION PROVISIONS

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

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

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

ENVIRONMENTAL COMPLIANCE

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

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

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

[Remainder of the page intentionally blank.]



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

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

TO: All Proposers
FROM: Thomas O'Brien, Procurement Specialist
SUBJECT: Addendum #1
Request For Qualification Number NC23-011
Continuing Contract for Professional Surveying and Mapping
DATE: Services January 13, 2023

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

Questions and Answers:

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

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

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

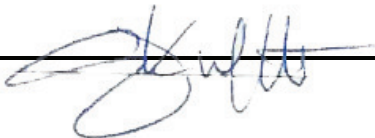
Answer: Both are adequate responses.

Attachments: Revised Attachment "H"

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

ACKNOWLEDGMENT IS HEREBY MADE OF RECEIPT OF THIS ADDENDUM

Vendor/Company Name Arc Surveying & Mapping, Inc.

Vendor Signature:  Date: 01/30/2023

End of Addendum #1

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

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

1. **FIRM NAME:** Arc Surveying & Mapping, Inc.
Address: 5202 San Juan Avenue
City/State/Zip: Jacksonville, Florida 32210
Phone: 904-384-8377 Email: jmaffett@arcsurveyors.com
Name of primary contact responsible for work performance: John K. Maffett, PSM
Phone: 904-384-8377 Cell Phone: 904-838-4559
Email: jmaffett@arcsurveyors.com

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

3. **EXPERIENCE:**
Years in business: 33
Years in business under this name: 33
Years performing this type of work: 33
Value of work now under contract: 1.3 million
Value of work in place last year: 3.3 million

Percentage (%) of work usually self-performed: 95%

Name of sub vendors you may use: _____

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: 22

Position/Category (List all)	Full-time	Part-time
Management	5	
Cadd Tech	3	
Field Surveyors	10	
Administrators	4	

5. WORK EXPERIENCE:

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

Reference #1:

Company/Agency Name: Nassau County Engineering / Road and Maintenance

Address: 96135 Nassau Place, Yulee, Florida 32097

Contract Person: Robert T. Companion, PE

Phone: 904-530-6010 Email: rcompanion@nassaucountyfl.com

Project Description: Various Boundary, Topographic, Right-of-way Projects

Contract \$ Amount: Under Contract \$186,630 / Invoiced \$176,030 2020-2022

Date Completed: on going

Reference #2:

Company/Agency Name: Conzor Engineers, LLC

Address: 5621 Banner Drive, Fort Myers, Florida 33912

Contract Person: David Hoff, PE

Phone: 904-647-2583 Email: dhoff@consoreng.com

Project Description: FDOT District 2 Bridge Scour Services

Contract \$ Amount: Under Contract \$247,871 / Invoiced \$190,067 2020-2022

Date Completed: on going

Reference #3:

Company/Agency Name: Olsen Associates, Inc.

Address: 2618 Herschel Street, Jacksonville, FL 3204

Contract Person: Chris Creed

Phone: 904-387-6114 Email: ccreed@olsen-associates.com

Project Description: Historic and Storm monitoring of Beaches along Florida Coast

Contract \$ Amount: Under Contract \$1,280,865 / Invoiced \$905,818 2020-2022

Date Completed: on going

REMINDER:

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

EXHIBIT "E" INSURANCE REQUIREMENTS

ATTACHMENT "E" GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS

COMMERCIAL GENERAL LIABILITY INSURANCE

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

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

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General Aggregate Limit (other than Products & Completed Operations) Applies Per Project	\$2,000,000

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

PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)

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

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

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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