

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 **Kimley-Horn and Associates, Inc.** located at 12740 Grand Bay Parkway West Suite 2350, Jacksonville, FL 32258, hereinafter referred to as the “Consultant”.

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

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

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

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

SECTION 1. Recitals.

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

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 NC23-009-RFQ (“RFQ”), AS MODIFIED BY ADDENDA;
- Exhibit D** VENDOR’S RESPONSE DATED JANUARY 25, 2023, BUT ONLY TO THE EXTENT RESPONSIVE TO THE RFQ;
- Exhibit E** INSURANCE REQUIREMENTS; AND
- Exhibit F** FEDERAL PROVISIONS.

SECTION 3. Employment of the Consultant.

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

SECTION 4. Scope of Services.

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

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

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SECTION 5. The County's Responsibility.

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

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

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

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

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

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

SECTION 7. Compensation.

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

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

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

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

SECTION 8. Standard of Care.

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

SECTION 9. Equal Opportunity Employment.

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

SECTION 10. Access to Premises.

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

SECTION 11. Funding.

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

SECTION 12. Expenses.

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

SECTION 13. Taxes, Liens, Licenses and Permits.

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

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

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

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

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

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

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

SECTION 15. Modifications.

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

SECTION 16. Assignment and Subcontracting.

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

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

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

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

SECTION 17. Severability.

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

SECTION 18. Termination for Default.

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

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

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

SECTION 19. Termination for Convenience.

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

SECTION 20. Nondisclosure of Proprietary Information.

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

SECTION 21. Contingent Fees.

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

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

SECTION 22. Ownership of Documents.

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

SECTION 23. Force Majeure.

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


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

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

SECTION 24. Access And Audits of Records.

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

SECTION 25. Independent Consultant Status.

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

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

SECTION 26. Indemnification.

26.1 The Consultant shall indemnify and hold harmless the County and its agents and employees from all claims, liabilities, damages, losses, expenses and costs, including reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant or any persons employed or utilized by the Consultant, in the

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performance of this Contract. It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.08, Florida Statutes, as amended.

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.

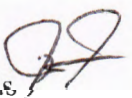
28.3 The County shall then set a date and time for the parties to meet with the County Manager or designee. This meeting shall be set no more than twenty (20) days from the date that the written communication was sent to the Consultant. The Consultant may submit a written response to the County's written 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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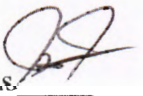
29.3 If the County has a good faith belief that a subcontractor knowingly violated this Section, but the Consultant otherwise complied with this Section, then the County shall promptly notify the Consultant and order the Consultant to immediately terminate this Contract with the subcontractor.

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.

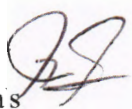
30.1 The County is a public agency subject to Chapter 119, Florida Statutes. **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6090, 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.

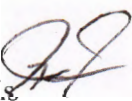
35.1 All notices, demands, requests for approvals or other communications given by the parties to another in connection with this Contract shall be in writing, and shall be sent by registered or certified mail, postage prepaid, return receipt requested, or overnight delivery service (such as federal 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: Kimley-Horn and Associates, Inc.
Attn: Project Manager
12740 Gran Bay Parkway West
Suite 2350
Jacksonville, Florida 32258

SECTION 36. Attorney's Fees.

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

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SECTION 37. Authority to Bind.

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

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

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

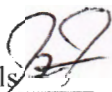
38.2 All representations, indemnifications, warranties and guaranties made by the Consultant in this Contract, as well as all continuing obligations indicated in this Contract, shall survive final payment and termination or completion of this Contract.

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

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

SECTION 39. Construction of Contract.

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

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SECTION 40. Headings.

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

SECTION 41. Entire Agreement and Execution.

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

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

SECTION 42. Change of Laws.

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

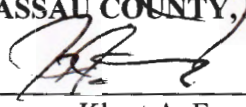
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Initials 

Initials GER

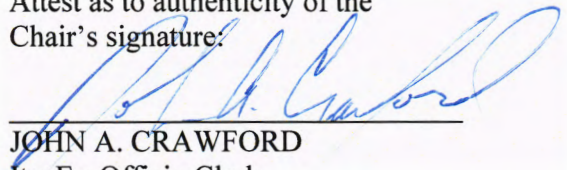
IN WITNESS WHEREOF, the parties have executed this Contract which shall be deemed an original on the day and year last written below.

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



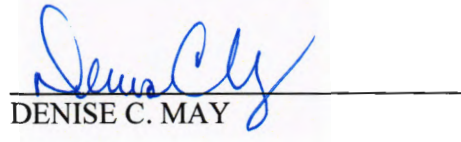
By: Klynt A. Farmer
Its: Chairman
Date: 12-20-23

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

KIMLEY-HORN AND ASSOCIATES, INC.



By: George E. Roland
Its: Associate
Date: 11/15/2023

Initials GF

Initials GER

EXHIBIT "A" **SCOPE OF SERVICES**

2.1 OVERVIEW

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

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

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

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

2.2 Term of Agreement/Contract

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

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

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

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

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

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

2.3 Additional Information:

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

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

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

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

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

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

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



July 6, 2023

Exhibit "B"

RATE SCHEDULE

Kimley-Horn and Associates, Inc

Nassau County

Continuing Architectural & Engineering Services

RFQ: NC23-009

Classification	Rate
Principal Engineer	\$310.00
Chief Engineer 2	\$290.00
Chief Engineer 1	\$260.00
Senior Engineer 2	\$252.00
Senior Engineer 1	\$220.00
Project Manager 2	\$230.00
Project Manager 1	\$180.00
Engineer 2	\$200.00
Engineer 1	\$154.00
Chief Designer	\$155.00
Engineering Intern	\$135.00
Chief Scientist	\$215.00
Senior Scientist	\$136.00
Scientist	\$95.00
Environmental Specialist	\$110.00
Landscape Architect	\$160.00
Landscape Designer/Planner	\$121.00
Clerical/Admin	\$115.00

- a) All Rates are per negotiations meeting held June 27, 2023
- b) A 3% annual rate escalation shall apply to all KHA rates. First rate adjustment shall begin on the first anniversary of the contract execution date.
- c) Rates for Surveying and Mapping (SAM) LLC shall be in accordance with the contract rates to be established under Nassau County RFQ: NC23-011
- d) Rates for CSI Geo, Inc. for geotechnical services shall be in accordance with the contract rates to be established under Nassau County RFQ: NC23-016



Nassau County RFQ No. NC23-009-RFQ

Hourly Rate Schedule

kasper architects + associates

Principal in Charge.....	\$220.
Studio Director, Architect.....	\$200.
Project Manager, Architect.....	\$180.
Interior Designer.....	\$160.
QA/QC, Architect.....	\$150.
Architecture Associate.....	\$140.
BIM Technician.....	\$120.
Administrative	\$80.

Continuing Contract for Professional Architectural and Engineering Services

Nassau County NC23-009 – RFQ

Rate Schedule

Surveying and Mapping (SAM), LLC

Rates for SAM, LLC shall be in accordance with the contract rates established under: **Nassau County RFQ: NC23-011, Continuing Contract for Professional Surveying and Mapping Services**

Continuing Contract for Professional Architectural and Engineering Services

Nassau County NC23-009 – RFQ

Rate Schedule

CSI Geo, Inc.

Geotechnical Services Rates for CSI Geo, Inc shall be in accordance with the contract rates established under: **Nassau County RFQ: NC23-016, Continuing Contract for Geotechnical and Materials Testing Services**

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

**NASSAU COUNTY
FLORIDA**



NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

REQUEST FOR QUALIFICATIONS (RFQ)

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

RFQ NO. NC23-009-RFQ

PROPOSALS ARE DUE NOT LATER THAN

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

TABLE OF CONTENTS

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

ATTACHMENTS

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

SECTION 1: GENERAL INFORMATION

1.1 PURPOSE:

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

SECTION 2: SCOPE OF SERVICES

2.1 OVERVIEW

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

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

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

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

2.2 Term of Agreement/Contract

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

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

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

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

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

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

2.3 Additional Information:

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

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

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

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

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

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

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

SECTION 3: FIRMS QUALIFICATIONS AND EXPERIENCE

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

SECTION 4: INSTRUCTIONS AND INFORMATION TO RESPONDENTS**4.1 SCHEDULE OF SELECTION PROCESS/KEY DATES:**

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

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

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

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

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

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

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

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

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

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

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

TAB 1 – Cover Letter

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

TAB 2 – Table of Contents

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

TAB 3 – Team Organization, Experience and Qualifications

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

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

TAB 4 – Project Understanding, Approach, and Schedule

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

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

TAB 5 – References

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

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

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

TAB 6 – CURRENT WORKLOAD

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

TAB 7 – TECHNOLOGY

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

TAB 8 – HOURLY RATE SCHEDULE

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

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

TAB 9 – Attachments/Administrative Information

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

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

SECTION 5. EVALUATION/SELECTION PROCESS

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

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

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

The Remainder of the This Page Intentionally Left Blank

ATTACHMENT "A"
ADDENDA ACKNOWLEDGMENT

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

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

ATTACHMENT "B"
STATEMENT OF "NO RESPONSE"

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

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

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

Remarks: _____

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

Typed Name and Title

Company Name

Address

Signature

Date

Telephone Number

Fax Number

Email Address

ATTACHMENT "C"
DRUG FREE WORKPLACE CERTIFICATE

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

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

[Remainder of the page intentionally blank.]

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

Authorized Signature

Date Signed

State of: _____

County of: _____

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

Notary Public

My commission expires: _____

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

TO BE RETURNED WITH BID

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

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

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

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

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

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

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

Signature

Date

State of: _____

County of: _____

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

Notary Public

My commission expires: _____



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

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

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

JOHN A. CRAWFORD
Ex-Officio Clerk

DENISE MAY
County Attorney

TACO E. POPE, AICP
County Manager

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

Project Name: _____

Bid No./Contract No.: _____

DEFINITIONS:

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

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

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

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

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

(904) 530-6100

An Affirmative Action / Equal Opportunity Employer

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

CONTRACT TERMINATION:

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

EXHIBIT "A"
CONTRACTOR E-VERIFY AFFIDAVIT

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

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

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

Print Name: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

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

Notary Public

Printed Name

My Commission Expires: _____

EXHIBIT "B"
SUBCONTRACTOR E-VERIFY AFFIDAVIT

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

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

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

Print Name: _____
Date: _____

STATE OF FLORIDA
COUNTY OF _____

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

Notary Public

Printed Name

My Commission Expires: _____

ATTACHMENT "F"
GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS

COMMERCIAL GENERAL LIABILITY INSURANCE

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

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

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

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

PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

FEDERAL NON-DISCRIMINATION PROVISIONS

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

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

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

ENVIRONMENTAL COMPLIANCE

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

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

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

[Remainder of the page intentionally blank.]

**ATTACHMENT "H"
EXPERIENCE OF BIDDER**

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

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

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

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

4. PERSONNEL
 How many employees does your company employ:

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

5. WORK EXPERIENCE:

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

Reference #1:

Company/Agency Name: _____

Address: _____

Contract Person: _____

Phone: _____ Email: _____

Project Description: _____

Contract \$ Amount: _____

Date Completed: _____

Reference #2:

Company/Agency Name: _____

Address: _____

Contract Person: _____

Phone: _____ Email: _____

Project Description: _____

Contract \$ Amount: _____

Date Completed: _____

Reference #3:

Company/Agency Name: _____

Address: _____

Contract Person: _____

Phone: _____ Email: _____

Project Description: _____

Contract \$ Amount: _____

Date Completed: _____

REMINDER:

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

ATTACHMENT "I"

CONTRACT FOR PROFESSIONAL SERVICES FOR NASSAU COUNTY, FLORIDA

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

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

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

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

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

ARTICLE 1 - EMPLOYMENT OF CONSULTANT

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

ARTICLE 2 - SCOPE OF SERVICES

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

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

ARTICLE 3 - COUNTY'S RESPONSIBILITY

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

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

ARTICLE 4 - TERM OF CONTRACT

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

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

ARTICLE 5 - COMPENSATION

5.1 Consultant shall be compensated _____, in accordance with Exhibit "A".

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

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

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

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

ARTICLE 6 – EXPENSES

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

ARTICLE 7 - STANDARD OF CARE

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

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

ARTICLE 8 - DOCUMENTS

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

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

ARTICLE 9 - EQUAL OPPORTUNITY EMPLOYMENT

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

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

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

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

ARTICLE 11 - INDEMNIFICATION

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

ARTICLE 12 - INDEPENDENT CONSULTANT

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

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

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

ARTICLE 13 – EXTENT OF CONTRACT

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

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

ARTICLE 14 - COMPLIANCE WITH LAWS

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

ARTICLE 15 - INSURANCE

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

ARTICLE 16 – ACCESS TO PREMISES

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

ARTICLE 17 - TERMINATION OF CONTRACT

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

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

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

ARTICLE 18 - NONDISCLOSURE OF PROPRIETARY INFORMATION

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

ARTICLE 19 – UNCONTROLLABLE FORCES

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

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

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

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

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

ARTICLE 20 - GOVERNING LAW AND VENUE

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

ARTICLE 21 - MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

ARTICLE 22 – EMPLOYMENT ELIGIBILITY

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

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

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

ARTICLE 23 - SUCCESSORS AND ASSIGNS

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

ARTICLE 24 - CONTINGENT FEES

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

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

ARTICLE 25 - OWNERSHIP OF DOCUMENTS

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

ARTICLE 26 - FUNDING

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

ARTICLE 27 - NOTICE

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

COUNTY:

Department Head
Address
Telephone Number
Email Address

CONSULTANT:

Point of Contact
Company Name
Address
Telephone Number
Email Address

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

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

ARTICLE 28 - DISPUTE RESOLUTION

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

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

ARTICLE 29 – ASSIGNMENT & SUBCONTRACTING

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

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

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

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

NASSAU COUNTY, FLORIDA

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

Date: _____

Approved as to form and legality by the
Nassau County Attorney

DENISE C. MAY

COMPANY'S NAME

[Redacted]

By: _____

Its: _____

Date: _____

DRAFT



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

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

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

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

Questions & Answers:

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

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

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

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

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

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

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

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

Request for Qualifications

NC23-009-RFQ

Addendum 1

Continuing Contract for Professional Architectural and Engineering Services

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

Answer: Nassau County would be open to either or.

ACKNOWLEDGMENT IS HEREBY MADE OF RECEIPT OF THIS ADDENDUM

Vendor/Company Name _____

Vendor Signature: _____ **Date:** _____

End of Addendum #1



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

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

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

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

Questions & Answers:

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

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

- 2. Are any forms required from subconsultants?

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

- 3. Are any certificates or licenses required from subconsultants?

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

- 4. Do resumes count towards the page limit?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Request for Qualifications

NC23-009-RFQ

Addendum 2

Continuing Contract for Professional Architectural and Engineering Services

Attachments: Revised Attachment "H"

ACKNOWLEDGMENT IS HEREBY MADE OF RECEIPT OF THIS ADDENDUM

Vendor/Company Name _____

Vendor Signature: _____ **Date:** _____

End of Addendum #2

Prepared For

Nassau County - BOCC

EXHIBIT "D" VENDOR'S RESPONSE



GMCC40001_2023



Prepared By

Kimley»Horn

Expect More. Experience Better.

RFQ NO. NC23-009-RFQ

Continuing Contract for Professional Architectural and Engineering Services



TAB 1

Cover Letter



1. COVER LETTER

Kimley»Horn

January 25, 2023

Nassau County Board of County Commissioners
Robert M. Foster Justice Center
76347 Veterans Way, Suite 456
Yulee, Florida 32097

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

Nassau County is committed to managing growth and dedicated to the character of its communities as referenced in the Vision 2032 plan. This "Eastern Gateway to Florida" provides a strategic location to create a sustainable and economically vibrant community while maintaining its natural resources. As Nassau County develops and grows it is critical to select a consulting team who will partner with you to help implement the County's vision, as well as improve and maintain the County's infrastructure. Kimley-Horn's focus is to provide Nassau County with a comprehensive team to provide architecture and all facets of engineering in the categories referenced in your RFQ. As your Project Manager, I am a licensed Florida professional who has served municipalities for the majority of my 35-year career, with the experience and focus to be your dedicated partner.

Responsiveness. Kimley-Horn has been serving clients for more than 55 years, and has maintained an office in Jacksonville for over 25 years. We understand a strong commitment to client satisfaction must be the foundation of our service to you. I, with the assistance of my **Deputy Project Manager, Jessica Novak, P.E.**, will strive to deliver not only technical excellence, but timely service and practical, money-saving solutions. Most of all, we will be available to you. Our primary role is to ensure effective communication between your staff and our team. By placing one phone call to me, I will assemble the team of experts needed to serve you on any assignment. We will be responsive, readily available, and will aggressively examine ways to reduce costs as we work with you to define specific needs and implement sound engineering solutions.

We Have the Depth of Resources to Meet All of Your Needs. With a permanent staff of more than 1,200 employees in 17 offices statewide, we have a reputation for excellence with municipalities, counties, and regulatory agencies throughout Florida on a multitude of engineering services. One of the benefits Kimley-Horn offers you is our depth of resources and the ability to draw from those resources at any time. In addition to our expertise in many of the service areas specified in this contract, Kimley-Horn has a diverse technical workforce ready to assist the County with unanticipated issues that may develop throughout the course of each project.

On-Time, On-Budget Successes. For each task assigned, we will assemble a schedule to include key milestone dates, explore potential cost-saving opportunities, and complete design efforts with plans and specifications for the County. This includes meetings between the County and our team to ensure a level of comfort throughout the various project steps. This approach maintains a solid level of involvement with your staff and results in final design elements to meet and exceed your expectations. Our cost estimates are carefully based on current construction costs, which result in accurate and realistic budgets.

Commitment to Quality. As an established and growing firm, Kimley-Horn places significant emphasis on quality assurance and quality control. As a practice, we submit all deliverables only after thorough review by an expert within Kimley-Horn, but outside the immediate project team. Our **Quality Control Manager Joseph Mecca, P.E.** has 28 years of experience and an overwhelming commitment to our in-house Continuous Quality Improvement (CQI). Joe achieves quality by striving to improve one project at a time and regularly engage our clients in dialogue to help us understand how we can improve our service to them. This, in turn, improves our processes and, ultimately, our deliverables.





Advantages of Selecting the Kimley-Horn team. Based upon our municipal client service expertise and track record, we hope you agree that Kimley-Horn is exceptionally qualified to serve the County in this vital role as your professional engineering consultant. As you can see, our team offers several important benefits to the County, including:

- Civil, roadway, traffic, transportation, water resources, and environmental services are all core specialty areas for the Kimley-Horn team — we are devoted to these practices.
- We have a successful track record assisting local municipalities in the development of visionary plans and obtaining funding for future implementation.
- We have proven experience with local clients and make it a focus to understand your distinct needs, as well as the expectations of your staff and community.
- We know how to organize our team and resources to be efficient so that we can deliver cost-effective projects on schedule.
- We have long-term, established relationships with key regulatory agency staff to help facilitate any permitting process.
- We are fully committed to client service and satisfaction — we understand the importance of each individual team member’s contribution to producing top-quality work for you.

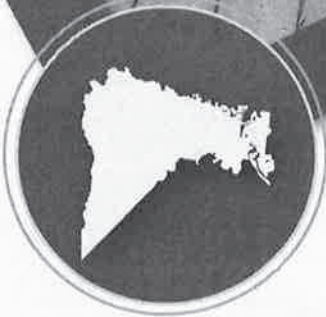
We look forward to the opportunity to serve Nassau County and further integrate ourselves into your team to improve the lives and experiences of your residents and visitors.

Sincerely,
KIMLEY-HORN

Earl Wills, P.E.
Project Manager
Phone: 904.828.3942
Email: earl.wills@kimley-horn.com

Jessica Novak, P.E.
Deputy Project Manager
Phone: 904.828.3937
Email: jessica.novak@kimley-horn.com

Bill Schilling, P.E.
Senior Vice President
Phone: 904.828.3930
Email: bill.schilling@kimley-horn.com



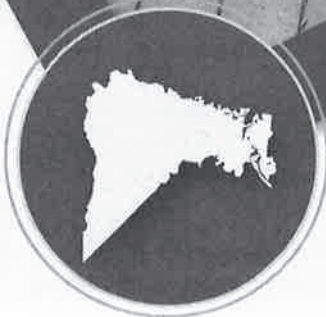
TAB 2

Table of Contents

2. TABLE OF CONTENTS

Section	Page Number
Tab 1 - Cover Letter	1
Tab 2 - Table of Contents	
Tab 3 - Team Organization, Experience and Qualifications	3
Tab 4 - Project Understanding, Approach, and Schedule	32
Tab 5 - References	40
Tab 6 - Current Workload	49
Tab 7 - Technology	50
Tab 8 - Hourly Rate Schedule	
Tab 9 - Attachments/Administrative Information	
■ Addendum Acknowledgment - Attachment A	
■ Signed Addenda	
■ Statement Of "No Response" - Attachment B	
■ Drug Free Workplace Certificate - Attachment C	
■ Public Entities Crimes Statement - Attachment D	
■ E-Verify – Attachment E (Exhibit A & B)	
■ Certificate of Insurance – Attachment F	
■ Federal Provisions Applicable To Consultant– Attachment G	
■ Experience Of Bidder– Attachment H	





TAB 3

**Team Organization, Experience
and Qualifications**



3. TEAM ORGANIZATION, EXPERIENCE AND QUALIFICATIONS

- a. Provide a brief description of your firm's organization, structure and philosophy.
- b. Provide firm's years of experience and applicable project experience.

Firm Organization

Founded in 1967, **Kimley-Horn** is a full-service, multidisciplinary consulting firm offering a broad range of engineering, planning, and environmental services to clients in both the public and private sectors. Kimley-Horn is a privately held corporation, fully owned by individuals who are current employees of the firm. Kimley-Horn is divided into seven geographic regions — Florida, Southeast, Atlantic, Mid-West, Mountain, Texas, and California. Each region is managed by a team of representatives from production, marketing, administration, and practice building. Setting overall direction and policy for the firm is the firmwide management committee which assists the regional teams, as needed. The primary responsibility of the regional teams and management committee is to provide support to our project managers, who are responsible for every facet of a project from beginning to end — contracting, planning, scheduling, quality control, client contact and relationships, and project accounting. We are organized as one company with multiple locations and our organization structure is focused on high-quality client service.

Our philosophy of providing professional engineering services is based on client service and technical expertise. This philosophy is especially applicable for projects that encompass a broad variety of disciplines and experience. Our engineers, planners, and environmental scientists work to develop insightful solutions to your toughest problems with a solid commitment to deliver value that exceeds your expectations. **With more than 6,800 employees in 100+ offices nationwide (over 1,200 employees in 17 offices in Florida and 75 professional staff in Jacksonville), we offer diverse consulting services to local, regional, national, and international clients.** Many employees are former municipal engineers and planners who have been on your side of the table and are familiar navigating local government procedures to complete work to your standards.

Kimley-Horn is recognized nationwide for the quality of its work environment, for its stature as a business enterprise, and for the outstanding work of its consulting staff. The firm's successful peer recognition has been accompanied by a commitment to providing responsive client service for the past 55 years, pursuing continuous quality improvement, and operating as a business-based practice. Our clients benefit from the resources of a nationally-recognized organization while receiving the personal attention and responsiveness of a small dedicated professional team.

55

Years of Experience

Kimley-Horn Corporate Office:

421 Fayetteville Street, Suite 600
Raleigh, NC 27601
919.677.2000

Date of incorporation: February 10, 1967

FEIN number: 56-0885615

Corporate charter number: 126896

Professional license number: 00000696

Florida corporate charter number: 21359



17

Offices in Florida

190+

Employees in North
Florida Offices

1,200+

Employees in Florida

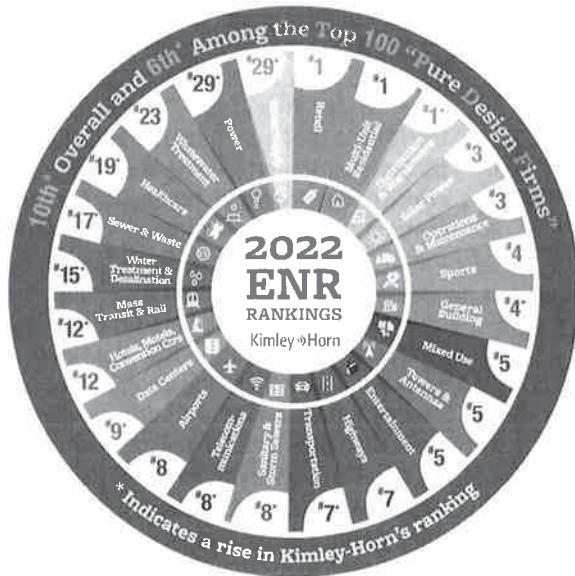
Responsible Office:

Kimley-Horn and Associates, Inc.
12740 Gran Bay Parkway West,
Suite 2350
Jacksonville, FL 32258
904.828.3900
Since 1997



Awards

Kimley-Horn is recognized nationwide for the quality of our work environment, for our stature as a business enterprise, and for the outstanding work of our consulting staff. Here are just a few of our success stories for Florida projects.



2022

Before Its Time Award - American Planning Association Florida, (FPZA), — SMART St. Augustine Master Plan, North Florida Transportation Planning Organization

Redevelopment Award - American Planning Association Florida (FPZA), — RiversEdge Streetscape, Jacksonville, FL

Award for Master Planning of Land Areas — American Planning Association Florida (FPZA) – Clay Town Center, Clay County, FL



Southeast's Best Landscape/Urban Development Project - ENR— St. Petersburg 2nd Avenue Pier Approach Design, St. Petersburg, FL

Award Citation AIA Northwest Florida Chapter – Innerarity Point Park, Escambia County, FL

2021 Commercial Service Airport Project of the Year Florida Department of Transportation—Punta Gorda

2021

Award of Merit-Urban Design - Florida American Society of Landscape Architects — Clematis Streetscape Improvements Phase I, West Palm Beach, FL

Airport, Rehabilitation and Extension of Runway 15/33 and Associated Taxiways, Punta Gorda, FL

2020

National Recognition Award American Council of Engineering Companies; Grand Award- Engineering Excellence Award American Council of Engineering Companies (Florida) — City of Stuart Water Treatment Plant Emerging Contaminants (PFAS's) Treatment and Implementation

Honor Award - Engineering Excellence Award American Council of Engineering Companies (Florida)—Townwide Undergrounding of Utilities Program, Town of Palm Beach

Honor Award - Engineering Excellence Award American Council of Engineering Companies (Florida)—Babcock Ranch Phases 1 and 2

Best Capital Project/Infrastructure Florida Redevelopment Association — Clematis Streetscape Improvements Phase I, West Palm Beach, FL

2019

People's Choice Award for Best Product Safe Streets Summit — Clematis Streetscape Improvements Phase I, West Palm Beach, FL

Public Engagement and Outreach - Honorable Mention Sun Coast Section - APA Florida — Drew Street Complete Streets, Clearwater, FL

Best Plan, Report or Study - Honorable Mention Sun Coast Section - APA Florida Annual — St. Petersburg

Complete Streets Implementation Plan, St. Petersburg, FL



2018

Roy F. Kenzie Award for "Best Transportation and Transit Enhancements"

Florida Redevelopment Association — 5th Avenue South Bikeway and Pedestrian Trail, Lake Worth, FL

Meritorious Achievement in the Field of Infill Design Florida Trust for Historic Preservation — Restoration of Memorial Bradley Park, Palm Beach, FL

President's Award Florida Redevelopment Association — Heritage Square Master Plan, Live Oak, FL

2018 People's Choice - Great Place in America American Planning Association — The Riverwalk at Kennedy Boulevard Plaza, Tampa, FL

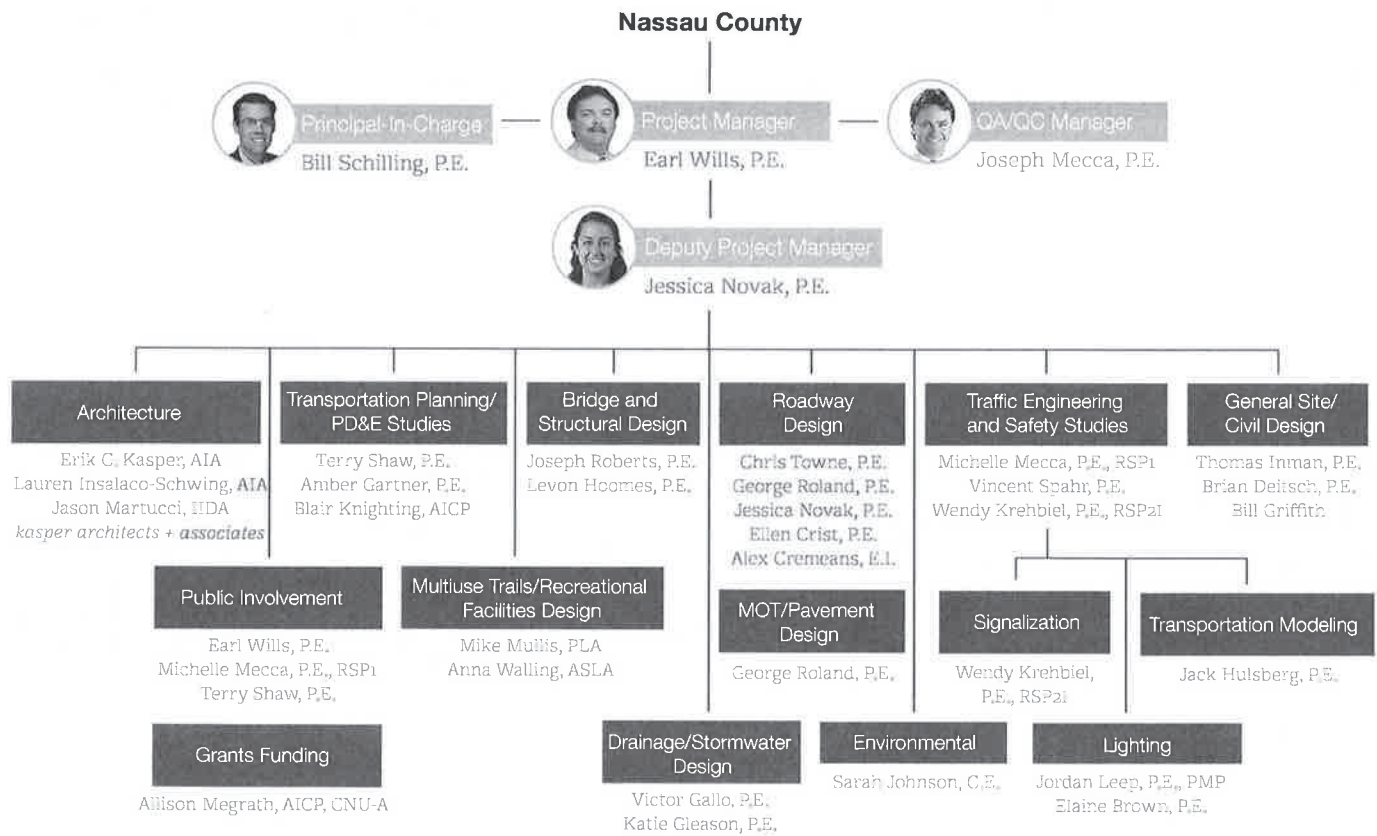


PROJECT TEAM

c. 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.

Our proposed team members have a proven record of assisting Florida municipalities and counties in implementing successful design/construction projects. In addition to technical expertise, local knowledge, and valuable agency relationships, our team brings the added value of lessons learned from previous experience. **Earl Wills, P.E.**, will serve as our team's project manager and lead point of contact. Jessica Novak, P.E. as Deputy Project Manager will support those efforts and share in the responsibility for day-to-day communication and coordination with the County. They will coordinate internal team members and external communication to provide the County with the technical expertise required with a focus on responsive service, efficient coordination, and streamlined communication.

Above all, this team is committed to providing unmatched, responsive service to the County—you can depend on Kimley-Horn to be available to you when and where you need us. We understand that when you select a consultant, you are really choosing the people who offer you technical expertise, extensive "hands-on" experience with similar projects, and a demonstrated record of quality, responsiveness, and project success.



SUBCONSULTANTS

Architecture
kasper architects + associates

Design Survey/Right of Way
James Melcher, PSM
Phillip M. Ghiotto, P.S.M
Aifredo A. Bermudez, PSM
SAM Survey and Mapping, LLC

Geotechnical
John Iya, P.E.
CSI Geo, Inc.

Construction Engineering/Inspection
Karle A. Maye, P.E.
CSI Geo, Inc.



Earl Wills, P.E. – Project Manager

Earl has more than 35 years of professional experience in the management and design of transportation projects. His experience ranges from the management of small design contracts for local municipalities to the management and design of major arterial highway reconstruction contracts for FDOT. Earl also specializes in the design and permitting of stormwater management systems for highway projects and has successfully negotiated complex permits for various clients with both the St. Johns River Water Management District and the South Florida Water Management District. Earl's prime responsibility will be to ensure the management and organization of all tasks.

Jessica Novak, P.E. – Deputy Project Manager

Jessica has eight years of experience in design and preparation of roadway construction plans, including roadway geometrics, signalization plans, signing and marking plans, and traffic control plans. She is experienced with Microstation, AutoTURN maneuverability software, and Geopak. She will be receptive to the vision of the County, elevate client communication and collaboration throughout the process; ensure all deliverables are completed in a timely manner to the County's satisfaction; and that project activities are properly executed.



Together our team will provide the components necessary to successfully deliver a project to the Nassau County as follows:

- Provide clear lines of communication and responsibility
- Oversight of a managed team of highly qualified personnel
- Timely progress reports highlighting all task-related activities
- Maintenance of the project schedule
- Tracking financial progression, controlling budgets
- Implementation of a quality control/quality assurance program
- Provide local knowledge and a team invested in your community's future

RECOGNIZED LEADERS

Kimley-Horn has chosen specialized technical professionals in each of the categories requested in the scope. These individuals have many years of experience in their respective disciplines and provide evidence-based design solutions and project oversight and proven abilities on similar continuing services contracts. They have strong management skills to lead and are driven to deliver successful project results.



Joseph Mecca, P.E., Quality Control Manager

Over the past 28 years, Joe has served as a principal-in-charge, Regional QC officer, project manager, project engineer, and engineer of record on a number of site civil development, in the design and permitting of residential, commercial, and municipal land development projects, and the design of water and wastewater utility projects. Since joining Kimley-Horn in 1999, Joe has helped lead the growth and expansion of the firm's Jacksonville office. He serves as a vice president within the firm and is the team leader of the firm's civil engineering group in Jacksonville. In this role, his responsibilities include technical leadership, staff mentoring, project strategies, value engineering, and risk management. Joe is also involved with strategic hires, and he serves on Kimley-Horn's Firmwide Risk and International Projects Committee, which reviews the firm's participation in high risk and international projects.

Phone: 904.828.3924 **Email:** Joe.Mecca@kimley-horn.com



Bill Schilling, P.E., Principal-in-Charge

Bill Schilling has 27 years of experience in engineering and planning services and has served as a project manager or principal-in-charge on a wide range of planning and design projects. His background includes site civil design, traffic impact and concurrency studies, land use amendments, rezoning, safety studies, parking studies, corridor studies, action plans, roadway design, and expert witness services. Bill is a member of the Institute of Transportation Engineers and lends his expertise to the Board/Committee of the City of Jacksonville's Concurrency and Mobility Management Systems Office, having served as Past Chairman on the Technical Advisory Committee.

Phone: 904.828.3930 **Email:** Bill.Schilling@kimley-horn.com



Erik C. Kasper, AIA, Architecture

Erik Kasper has over 25 years of experience practicing architecture and planning through a diverse spectrum of building types in both new as well as renovation. He has gained experience as a project architect as well as a Principal/Owner of his own business. As Principal, he is responsible for client contact, business development, contract negotiation, project procurement, master planning, architectural design and documents, and quality control coordination between disciplines.

Phone: 904.683.9201 **Email:** Erik@KasperArch.com



Terry Shaw, P.E., Transportation Planning/PD&E Studies, Public Involvement

Terry has 31 years of civil engineering experience in the public and private sector. Terry's technical experience includes all phases of project development for transportation projects from statewide and metropolitan systems and policy planning; PD&E (Florida's NEPA phase); Intelligent Transportation Systems; Smart Cities; Transportation Systems Management and Operations; Automated and Connected Vehicle technology applications and final design of roadway projects for municipal clients. Terry is a proven consensus-builder and focuses on the needs of clients and the community to deliver award-winning projects.

Phone: 904.452.5811 **Email:** terry.shaw@kimley-horn.com



Joseph Roberts, P.E., Bridge/Structural Design

Joseph has 10 years of experience in structural engineering with a focus on the design and analysis of superstructures and substructures of a wide range of bridge types. Superstructure design experience includes post-tensioned concrete U-beams, variable haunch prestressed concrete beams, steel plate girders, Florida-I beams, AASHTO beams, and cast-in-place flat slabs. Substructure design experience includes post-tensioned inverted-T straddle bent piers, conventional reinforced concrete piers, pile bents, and piers subject to ship impact. Other specialties include the design of mast arms, cantilever signs, drilled shafts, box culverts, sheet pile and MSE wall design, bridge load ratings, and shop drawing reviews.

Phone: 407.898.1511 **Email:** joseph.roberts@kimley-horn.com



Chris Towne, P.E., Roadway Design

Chris is a project manager in the Gainesville Kimley-Horn office with 27 years of experience. In this role, he is responsible for project management, client relations, design, technical oversight of staff and day-to-day office operations. Throughout his career, Chris has worked on a variety of civil engineering projects including roadway, bridge, airport, structural, drainage, water, sanitary sewer, and site civil design. All this experience has afforded him the knowledge and experience of managing projects with a multi-discipline approach.

Phone: 352.374.3274 **Email:** chris.towne@kimley-horn.com



Michelle Mecca, P.E., RSP1, Traffic Engineering and Safety Studies, Public Involvement

Michelle's 28 years of experience includes experienced with districtwide safety contracts across the state. She specializes in safety and traffic engineering studies, transportation planning studies, and traffic impact analyses, as well as the preparation of designs and construction plans for signalization, signal systems, signing, and pavement marking. Michelle contributes to a variety of Kimley-Horn projects, including environmental/corridor studies, environmental documentation, and air quality/noise analysis models.

Phone: 904.828.3900 **Email:** michelle.mecca@kimley-horn.com



Thomas Inman, P.E., General Site/Civil Design

Thomas has 22 years of stormwater design and environmental permitting experience involving a wide range of county, city, municipal, and private clients. Thomas has served as engineer of record for projects throughout the City of Bunnell, City of Flagler Beach, City of Palm Coast, and Flagler County. In addition to professional experience, Thomas is involved in local community service by participating in Flagler Family Life Center, Flagler County Chamber of Commerce, Leadership Flagler, and Backyard Makeover.

Phone: 904.828.3903 **Email:** thomas.inman@kimley-horn.com



Mike Mullis, PLA, Multiuse Trails/Recreational Facilities Design

Mike is a professional development consultant and landscape architect with more than 26 years of experience on a wide variety of multi-disciplinary design and permitting projects for both the public and private sectors. His extensive technical project experience includes land planning, master planning, streetscapes, park design, site planning, amenities design, trails, etc. Mike is also experienced in facilitating public engagement meetings and design charrettes. He takes pride in building consensus and partnering with our clients to implement memorable, functional, resilient, and sustainable places that both inspire wonder and creatively solve complex challenges.

Phone: 904.828.3923 **Email:** mike.mullis@kimley-horn.com



Wendy Krehbiel, P.E., RSP2I, Traffic Engineering and Safety Studies, Signalization

Wendy has 16 years of experience providing safety and traffic operations analysis, including crash analysis, qualitative assessments, safety and operational studies, alternative intersection control, countermeasure selection, preparation of benefit-cost analysis reports, traffic signal design, lighting design, temporary traffic control, utility coordination, and specifications. Wendy has experience with FDOT internal systems, including

Trns*port, PEDDS, Mainframe, Crash Analysis Reporting System, and Electronic Document Management System.

Phone: 904.828.3900 **Email:** wendy.krehbiel@kimley-horn.com

Subconsultants

kasper architects + associates - Architecture

kasper architects + associates is a full service architectural and interior design firm headquartered in Jacksonville, FL. kasper architects exists to use the craft of architecture to develop our associates to impact their family, community, and themselves to be a conduit of good. We bring our 18 years of experience to bear on each project. This approach allows us to create a design solution that produces an efficient building plan contributing to the success of our clients. As a 27-person firm, we are the right size to give personal attention to each client, while the technology we use gives us results that are second to none. We employ nine registered Architects and a support staff of designers and drafters, which affords us maximum efficiency and a team that sees the project through to the end.



kasper architects constantly pushes boundaries of BIM extensions, visualization tools, and project management software.

Surveying & Mapping, LLC - Survey/ROW/SUE

Surveying and Mapping, LLC (SAM) started as a land surveying company in 1994 and has since expanded its services to offer a complete suite of geospatial services including professional land surveying, airborne/mobile/terrestrial LiDAR, Geographic Information Systems (GIS), Subsurface Utility Engineering (SUE), Utility Coordination (UC), aerial mapping, and photogrammetry. SAM's complete geospatial approach gives us the tools and skills to develop efficient and customized solutions for Transportation projects of any scale. This gives our clients the benefit of a single point of contact for a comprehensive set of surveying and mapping products.



As one of the largest full-service surveying and mapping companies in the United States, SAM has the capacity to field more than 350 field crews. The size of our available workforce means we are able to use these tools effectively to accomplish even large-scale projects on accelerated schedules. SAM is uniquely positioned as a highly capable service provider that is always prepared to mobilize quickly, perform reliably, and consistently provide quality deliverables.



Civil Services, Inc. (CSI) – CSI Geo, Inc.

In business since 1989, CSI has become one of the leading SBE, MBE, DBE, and JSEB in the Southeastern United States. CSI is a Jacksonville, Florida based multi-disciplined civil engineering consulting firm with branch offices in West Palm Beach, Atlanta, and Augusta.

CSI Geo has been providing geotechnical, construction materials testing and construction engineering inspection services since 2007. CSI Geo's geotechnical experience extends from bridges over the St. Johns River (Florida's largest) to cargo port docks, levees, dams, major roadways, site/civil projects, water/wastewater systems, and everything in between. The firm's familiarity with geotechnical software programs allows them to analyze geotechnical problems from different perspectives. Amongst the programs regularly used are LPile, FBPIer, FB-Deep, PCStabl, RESTAB6, Plaxis, SeepW, SlopeW, PONDS, CWALSHT, SPW911, SHAFT98, Driven and SPT97. CSI Geo has pushed the envelope to perfect the science of subsurface soil exploration and evaluation of subsurface conditions that involve performing subsurface borings and the classification of soils, measuring of groundwater levels, muck probing, and the review of soil survey maps. CSI Geo also performs laboratory testing of materials, engineering analysis of soil conditions, slope stability and seepage analyses and design.

Construction Engineering Inspection/Construction Management

The firm's Construction Management/CEI Team approaches each project with the ultimate goal of reducing cost and minimizing the time impacts to the schedule. Their staff operates intimately with the owner and contractor to maintain constant communication during design and construction. CEI managers, inspectors, and technicians provide observation and monitoring of construction projects for a wide variety of clients, both private and government. CSI Geo's experience in construction management/construction engineering inspection services include project management, construction management services, cost estimating services, quality assurance inspection services, constructability review, engineering design/review services, civil, structural, geotechnical/soils engineering seepage analysis and modeling, slope stability analysis and modeling, soils investigations, foundation studies, soils exploration, laboratory testing, and various soil mechanics studies. CSI Geo provides a full range of engineering services for water resources development and management, roadway and bridge construction, site development, drainage design, and construction permitting. They also have a full soils and concrete laboratory facility at their corporate office in Jacksonville, which is FDOT and USACE certified.

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.



Innovative Technology-Based Capacities

Kimley-Horn has a long history of providing successful, innovative, and cost-efficient solutions and takes pride in thinking beyond preconceived notions to develop innovative solutions that exceed the expectations of our clients. We always look for better and more creative ways to do our jobs and provide ideas to enhance or improve our initiatives. We don't necessarily follow the crowd and use every new technique simply because it's the "in thing" to do. Our professional team evaluates emerging technology and applies it where it can benefit our projects. Kimley-Horn brings open-minded innovation, schedule-focused efficient project delivery, and an unrivaled understanding of each client we serve. **Kimley-Horn strives to anticipate and meet evolving client needs and leverage new and unexpected innovations to grow our reputation as a trusted advisor to our clients.**

Technology is changing the face of planning and engineering – and has the potential to make our clients' projects easier, faster, and more cost efficient.

THE BASICS - Kimley-Horn is fully capable of providing all work products in both printed and electronic formats to be compatible with the County. Our electronic files can be produced to be read/or or modified in Adobe Acrobat, Adobe Illustrator, Adobe InDesign, Adobe Photoshop, Adobe PageMaker, Sketchup, AutoCAD, MS Office Suite and/or MS PowerPoint. Our firm has an internationally networked computer system that incorporates public and private data centers that help our engineers and staff process data quickly and accurately. We typically use the following tools to communicate on projects: Internet access; Microsoft Exchange 2010/Outlook 2013; internet and intranet web pages; wide area network to all offices; and secure FTP and Citrix FileShare Cloud applications for large file transfers.

■ **Pavement Design.**

- Pavement Rehabilitation – Depending on existing pavement condition, the use of full depth reclamation construction methods can be an effective cost and construction time reduction approach.



- Evaluation of Existing Pavement – Utilize **RoadBotics** software to inventory and evaluate existing Nassau County roadway pavement. This condition survey will help the County better understand existing pavement condition and prioritize funding to target the highest priority segments of roadway.
- **Water Quality Alternatives.** On-line/off-line pond concepts allowing for the use of wet detention for water quality treatment which provides significantly more phosphorous and nitrogen removal rates versus dry detention ponds.
- **Technology.** Use of smart phone, tablet, and mobile website apps that may be used for building support, implementing the project, and promoting the area for economic development and prosperity in the future. This results in solutions for a variety of challenges, such as how to address safety, how to quickly get the information out to thousands of potential users, and promotion of brand to create project identity.
- **Advance Permitting.** Prepare data and documentation such that we are in essence preparing “draft permits.” This will be facilitated by our innovative agency coordination efforts and outreach and the dialog we will have with permitting agencies early on.
- **Modeling projects using 3D CAD software.** Designing roadway projects in a 3D model space allows for a clear analysis of underground utility conflicts. It also allows proposed improvements to be presented to elected officials and the public in a more easily understood visual format. In addition, designing projects in 3D allows us to utilize GPS machine guidance equipment to efficiently and accurately excavate and place material which minimizes the number of times material needs to be handled, ultimately reducing the overall project costs.

TOOLS – MEASURES AND PRIORITIES

Kimley-Horn’s national practices regularly leverages innovation to respond to the changing expectations of an evolving market.

The ability to support and measure equitable planning outcomes has become an expectation of cities and agencies throughout the country. Kimley-Horn has invested in the creation of a new analytic tools that can measure the impact of investments on those priorities that are most critical to consider.

»» Access₂Opportunity

Access2Opportunity™

Access2Opportunity is a powerful research engine designed by Kimley-Horn to help agencies understand the influence of transportation investments on community outcomes. Using Access2Opportunity, our team can analyze open-source data and measure how far individuals can travel using various modes of transportation and which community features individuals can access within an identified travel reach.

»» CurbClarity

CurbClarity is a Kimley-Horn analysis tool that generates data-driven scenarios and visualizations based on your local agency’s curb specifications. It’s simple to use and produces quick results to help clients align their curb space needs and community goals.

»» DRIVE

DRIVE™ is a Kimley-Horn web-based solution to help our clients manage and customize their pavement data so they apply the most cost-effective solution to the right pavement at the right time. DRIVE™ was developed by pavement engineers who understand that proactive management of maintenance and repairs saves time and money.

»» TractionConnect

A Smart City needs technology designed to strengthen the connection with motorists on their roadways; Traction Connect is a next-generation solution that brings the driving experience into the future. It is a virtual messaging solution that strengthens the connection between agencies and motorists on their roadways.

»» GrantSource

Obtaining adequate funding and the identification of potential funding sources is necessary to successful project implementation. Our team members often manage complex regulations tied to the local use of federal funding and have been successful in obtaining grants for a number of municipalities and utilities. Kimley-Horn has provided assistance to our clients resulting in more than \$247 million in grants and outside funding.

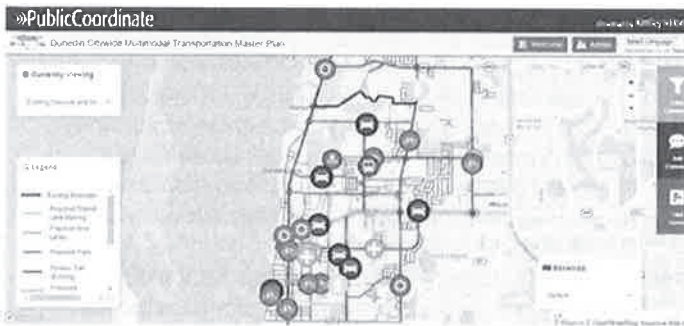
As a result of our funding experience and success for our clients, we have developed a resource library of information on state and federal funding sources to assist you in making the most of available resources. Grantsource is an internal application containing more than 300 grant programs to assist our clients in identifying potential funding sources based on the specific project parameters. This tool, combined with the hands-on funding experience our team has, will position the City for complete success.



PUBLIC OUTREACH: TOOLS TO HELP ENSURE COMMUNITY SUPPORT

Kimley-Horn is known for developing innovative approaches to projects that involve neighborhood participation. We understand that some projects require community involvement and acceptance, and we have developed effective methods of bringing the community into the process. Kimley-Horn is strongly committed to conducting public participation programs that educate, inform, and build consensus for a particular solution.

Many of our public projects are challenging, controversial, and complex and Kimley-Horn can design and implement an inclusive, engaging, and effective public process. We have developed effective methods of bringing the community into the process, including public meetings and workshops, charrette design and facilitation, innovative notification techniques, focus groups, iTown virtual meetings, 3D modeling, GIS system analysis, website development, visualization techniques, and polls and surveys.



PublicCoordinate is Kimley-Horn's interactive, web-based mapping tool that allows public agencies and developers to share project information and gather feedback. We customize your projects, translate into multiple languages, upload project photos to the map, share multiple alternatives on different layers, and export formatted reports with summary analytics on the comments. Having experienced this process firsthand, Kimley-Horn's own planning professionals created PublicCoordinate to make public engagement a simple, affordable, and streamlined step in public or private development projects.

VISUALIZATIONS, WEBSITES, SOCIAL MEDIA

Kimley-Horn can assist clients with the establishment of project websites to document the process and solicit additional input if desired. In addition to traditional public engagement techniques, this website could be accessed through either a link on each client's website or advertised in project bulletins or newsletters. Our clients' project websites have the potential to be the virtual heart of their public information campaigns. All meeting notices, locations, and maps could be available on the website. Likewise, all deliverables could be available for viewing and downloading. A password-protected portion of the website could be available to the project team for our clients to view schedules, design drawings, and project communication. The website could also feature the ability for the community to post comments regarding the project and process. In addition, Kimley-Horn's graphic designers are available to assist with all graphic needs required for this project to help ensure effective and engaging communication.



e. Knowledge of and compliance with state and local laws.

This team of local architects and engineering professionals maintain regular contact with virtually all key regulatory agencies and their decision makers. Our reputation among the professional staff of these agencies is among the best. This rich network of interpersonal relationships enables us to provide expeditious services relative to agency reviews and approvals. Our staff understands agency procedures and expectations, enabling us to minimize delays and rework of our clients' submittals. Our proactive involvement allows us to safeguard your interests long before regulatory changes occur.

We have successfully represented clients before numerous federal, state, and local agencies, including regional planning councils, the Florida Department of Transportation (FDOT), US Army Corps of Engineers (USACE), Florida Department of Environmental Protection (FDEP), US Department of the Interior Fish and Wildlife, and the Florida Department of State, Division of Historical Resources. We have excellent working relationships with all water management districts, including the and Northwest Florida Water Management District (NFWMD), South Florida Water Management (SFWMD), and Southwest Florida Water Management District (SWFWMD). Oftentimes, our reliable, established contacts enable us to obtain early, candid assessments of a project's permissibility or compliance issues.



EARL WILLS, P.E.

Project Manager

PROJECT EXPERIENCE

- » **CR 2209/CR 244 Intersection Improvements, St. Johns County, FL** — Design and construction plan development for improvements to the intersection of CR 2209 and CR 244. Services included the widening/lengthening existing turn lanes and the upgrade of existing pedestrian movements to meet ADA requirements. Signalization improvements were required to accommodate the new intersection configuration. A permit exemption was applied for under the safety provision of the St. Johns River Water Management District rules.
- » **SR 121 Intersection Improvements, FDOT District Two** — Project Manager for roadway, signalization and lighting improvements in Alachua County based on the needs identified in a separate safety study. Improvements to add traffic capacity to the northbound SR 121 and westbound SR 26A approaches in response to a significant rear-end crash history. Existing mast arm signal structures at two intersections were structurally analyzed to determine if additional loading capacity was available to accommodate new new signal head configurations. Upgraded lighting was also included to match the multiple existing luminaire types along different roadway sections in adherence to the Gainesville Regional Utilities standards.
- » **Roundabout at Baytowne Avenue and Heron Walk Drive, Miramar Beach, FL** — Provided professional engineering services to support the delivery of a roundabout at Baytowne Avenue and Heron Walk Drive to the residents, businesses, and guests of Sandestin. The services required include engineering design, development of construction drawings, permitting, development of an opinion of probable cost, assistance with bidding and contractor selection, and construction oversight.
- » **SR 5A Resurfacing, FDOT District Two** — Project Manager providing professional engineering and plans production services for the milling and resurfacing of SR 5A from north of King Street to SR 16 (Picolata Road) in St. Johns County. The project also included drainage improvements, sidewalk, signalization upgrades for vehicle detection, and installation of RRFBs at uncontrolled pedestrian crossings through downtown historic St. Augustine. Drainage improvements were made to replace existing drainage outfall pipes with backflow preventers to mitigate storm surge. Additionally, the existing on-street parking was inventoried to remove non-compliant spaces that interfered with sight distance at intersections and also to allow for construction of bulb outs at the RRFB locations. The signalization upgrades were completed within very constrained R/W.
- » **Atlantic Boulevard/Southside Boulevard Intersection Improvements, Jacksonville, FL** — Prepared an intersection improvements study to determine the recommended improvements to the intersection of Atlantic Boulevard and Southside Boulevard, located in southeast Jacksonville. This project is part of the City's "Better Jacksonville Plan." Our services included traffic operations analysis; schematic and conceptual design; an interactive public involvement process; cost evaluations; surveying and photogrammetry; traffic counts; and environmental assessments and contamination impacts.

Additional Relevant Experience

- » Peoria Road (CR 224A)/College Drive Intersection Improvements, Green Cove Springs, FL
- » SR 16 Widening, St. Johns County, FL
- » SW 42nd Street Flyover (SR 200 to SW 27th Avenue), Ocala, FL
- » SW 91st Street, Alachua County, FL
- » SR 263 (Capital Circle SW) from Springhill Drive to SR 371 (Orange Avenue) Multi-lane Reconstruction, FDOT District Three
- » Engineering Design Services for C-475 Small County Outreach Program (SCOP) Project, Sumter County, FL
- » SW 49th Avenue from SW 95th Street to SW 66th Street, Marion County, FL
- » SW 95th Street, Marion County, FL
- » SW 95th Street Phase IIIA (SW 60th Avenue to SW 48th Avenue), Marion County, FL

Professional Credentials

- Bachelor of Science, Civil Engineering, University of Akron
- Advanced Traffic Control Design, FDOT
- Specifications Training, FDOT
- Long Range Estimate (LRE) Training, FDOT
- PSMJ Project Management
- Professional Engineer in Florida, #44194
- American Society of Highway Engineers (ASHE)

Special Qualifications

- Has 35 years of professional experience in the management and design of transportation projects
- Experience ranges from the management of small design contracts for local municipalities to the management and design of major arterial highway reconstruction contracts for FDOT



JESSICA NOVAK, P.E.

Deputy Project Manager

PROJECT EXPERIENCE

- » **Union County Professional Engineering Services, Union County, FL** — Project engineer. Responsible for the plans production and construction cost estimation for roadway widening tasks. Kimley-Horn currently holds a continuing services contract to provide professional engineering services that will include but not limited to, planning, survey, design, permitting, procurement, inspection, and construction administration of engineering projects. Includes all tasks associated with infrastructure administration, including grant administration, preliminary design and budgeting, facility assessment, investigation, public input and any other task that may be requested by the Commission.
- » **Bexley Trail Phase 3, The Villages, Sumter County, FL** — Assistant Project Manager. Responsible for completion of final roadway plans for construction. Sumter County and The Villages selected Kimley-Horn to design a one-mile segment of four-lane divided roadway to accommodate the growth in the area. This phase involved
- » **CR 470 Improvements Phase 1, The Villages, Sumter County, FL** — Lead Roadway Engineer. Responsible for roadway design and overseeing plans production from conceptual design to final construction plans as well as coordination on an as-needed basis through the construction phase. Sumter County and The Villages selected Kimley-Horn to design the widening of CR 470 from two to four lanes to accommodate the tremendous growth in the area. This phase of the expansion of CR 470 is approximately three miles long and involves both expanding on the existing alignment and new construction on a new alignment. The design includes a signal, four roundabouts, and two tunnels along with two and a half miles of multi-modal transportation pathways.
- » **Baptist/MD Anderson Cancer Center, Jacksonville, FL** — Project analyst. Kimley-Horn is providing entitlement, traffic engineering, site civil engineering, and permitting services for the 505,000-square-foot Baptist/MD Anderson Cancer Center, located in downtown Jacksonville. Kimley-Horn is responsible for aiding Baptist Medical Center and their team on zoning and land use entitlements, mobility fee negotiations, a major downtown traffic study, and the preparation of site development drawings for the state-of-the-art cancer treatment facility.
- » **CR 2006 Resurfacing, Flagler County, FL** — Project engineer. Responsible for roadway design and plans production. Kimley-Horn produced a set of "Smart Plans" for the milling and surfacing of approximately four miles of roadway of CR 2006. Five-foot paved shoulders were added along with paving intersecting roadway aprons. Kimley-Horn coordinated with the Water Management District and received a safety exemption for the permit. Kimley-Horn complied with all requirements of the Small County Outreach Program (SCOP) and the agreement between the Florida Department of Transportation (FDOT) and Flagler County.

Professional Credentials

- Bachelor of Science, Civil and Coastal Engineering, University of Florida
- Registered Professional Engineer in Florida #90848
- Certified in FDOT Plan Reading
- Women's Transportation Seminar (WTS)

Special Qualifications

- Eight years of experience in design and preparation of roadway construction plans, including roadway geometrics, signalization plans, signing and marking plans, and traffic control plans
- Experienced with MicroStation, AutoCAD, AutoTURN maneuverability software, and Geopak

Additional Relevant Experience

- » Old Moultrie Road (County Road 5A) from Lewis Point Road to State Road 312, St. Johns County
- » CR 238N Widening and Resurfacing, Union County, FL
- » Global Home of the PGA TOUR, Ponte Vedra Beach, FL
- » SR 5A Resurfacing from King Street to SR 16, FDOT District Two, St. Johns County, FL
- » CR 238N Widening and Resurfacing, Union County, FL
- » SW 150th Loop Road Reconstruction, Union County, FL
- » Resurfacing of CR 229N from SR 121 To Baker County Line, Union County, FL
- » Widening of CR-210 West from Interstate 95 to C.E. Wilson Road, St. Johns County, FL
- » SW 63rd Drive Widening and Resurfacing, Union County, FL
- » SE 8th Avenue Widening and Resurfacing, Union County, FL
- » SR 10 from Brookview Drive to Kernan Boulevard, FDOT District Two, FL
- » State Road (SR) 263 from Springhill Drive to SR 371 Multi-lane Reconstruction Florida Department of Transportation (FDOT) District Three, FL
- » Roundabout at Baytowne Avenue and Heron Walk Drive, Miramar Beach, FL
- » Districtwide Traffic Operations Studies, FDOT District Two



JOSEPH MECCA, P.E.

Quality Assurance/Quality Control Manager

PROJECT EXPERIENCE

- » **Jacksonville Energy Authority (JEA) Headquarters, Jacksonville, FL** — Project manager. Kimley-Horn is currently providing professional civil engineering services for the new JEA headquarters in downtown Jacksonville. The proposed 207,000-square-foot office building is set to include an 850-space parking garage. Our specific services for this project include due diligence, civil site design, entitlement services, environmental services, and landscape architectural service.
- » **NAVFAC MidAtlantic Marine Corps Logistic Base - Blount Island IRMA Repairs, FL** — Project engineer as subconsultant on the NAVFAC SE project providing design engineering, plans, and specifications providing stormwater repairs at Blount Island. (N69450-18-C-7226, Hurricane Irma Storm Water Repairs) Joe provided stormwater system drainage improvements, stormwater analysis and modeling; Railroad Swale improvements, Channel View Ditch improvements of grading and storm inlets, replacement of existing flumes and end treatments and grading of existing test track infield and piping for an on-site pond.
- » **Bee Ridge Water Reclamation Facility (WRF) Interim Process Improvements - Design/Build Project, Sarasota, FL** — Contract manager for design of improvements to the 12.0 MGD water reclamation facility required to address reducing effluent nitrogen limits to below 10 mg/l as part of a Consent Order (CO) issued by FDEP. Improvements are being constructed to meet CO requirements and include installation of an internal baffle wall to create a larger anoxic zone, installation of anoxic mixers, and internal mixed liquor recycle pumps.
- » **Capital Cascades Trail, Segments 3 and 4, Blueprint 2000, Tallahassee, FL** — Project engineer. As part of the assessment, Kimley-Horn used the FDEP Draft Rule for Water Quality Assessment. This same tool was then used to analyze build-out conditions within the watershed as well as to demonstrate the increased efficiency that could be added to the system by using traditional well-placed water management facilities.
- » **Baptist/MD Anderson Cancer Center, Jacksonville, FL** — Project manager. Kimley-Horn is providing entitlement, traffic engineering, site civil engineering, and permitting services for the 505,000-square-foot Baptist/MD Anderson Cancer Center, located in downtown Jacksonville. Kimley-Horn is responsible for aiding Baptist Medical Center and their team on zoning and land use entitlements, mobility fee negotiations, a major downtown traffic study, and the preparation of site development drawings for the state-of-the-art cancer treatment facility.
- » **Beverly Beach Water/Wastewater Improvements (Misc. Projects, including Osprey Point Water System Improvements), Beverly Beach, FL** — Project manager for the Kimley-Horn team that was selected in 2011 to provide engineering services for miscellaneous water and wastewater improvement projects in the City of Beverly Beach. Specific projects include:

Additional Relevant Experience

- » NAVFAC MidAtlantic Marine Corps Logistic Base – 5th Street Water Main Replacement Albany, GA
- » NAVFAC MidAtlantic Marine Corps Logistic Base Blount Island Pond B Repairs, Albany, GA
- » Florida Department of Environmental protection- Wastewater Treatment Plant Compliance Plan
- » Beverly Beach - Water and Wastewater System Improvements Preliminary Engineering Report and Environmental Reports
- » Cecil Commerce Center Water Treatment Facility, Jacksonville, FL
- » Cecil Field Water and Sewer Improvements Phases 1A through F, Jacksonville, FL— Cecil Field Water and Sewer Improvements Phases 1A through F, Jacksonville, FL
- » Cecil Field Water and Sewer Utility, Extension Phases 1A, 1B, and 1C, Jacksonville, FL
- » City of Dunnellon General Professional Engineering Services (includes Rio Vista Utility Acquisition, SR 41 Water Main, Water and Wastewater System Mapping, and CDBG Water Main Extension), Dunnellon, FL
- » City of Kissimmee Charter School, Kissimmee, FL

Professional Credentials

- Master of Science, Fisheries and Aquatic Sciences, University of Florida, 1996
- Bachelor of Science, Wildlife Ecology, University of Florida, 1989
- American Public Works Association (APWA)
- Florida Association of Environmental Professionals
- Society of Wetland Scientists

Special Qualifications

- Has 28 years of experience in the design and permitting of residential, commercial, and municipal site development projects
- Specialist in design and permitting of stormwater facilities, water, sewer, and reclaimed water systems and treatment works
- Water resources project experience includes water and wastewater pipeline design, wastewater treatment, pump stations, drainage, grading, and utilities
- Excels in site concept plan development, due diligence studies, permitting strategies, and zoning changes
- Project manager for various types of development projects from conceptual planning through construction observation



ERIK C. KASPER, AIA
Architect
Principal In Charge

Erik Kasper has over 25 years of experience practicing architecture and planning through a diverse spectrum of building types in both new as well as renovation. He has gained experience as a project architect as well as a Principal/Owner of his own business. As Principal, he is responsible for client contact, business development, contract negotiation, project procurement, master planning, architectural design and documents, and quality control coordination between disciplines.

EDUCATION

Master of Architecture, 1994
University of Florida

Bachelor of Design, 1992
University of Florida

REGISTRATION

Architect - State of Florida AR 0017162
Architect - State of South Carolina 7731
Architect - State of Georgia RA 012553
Architect - State of Alabama Reg. No. 6946
Architect - State of Illinois 001.021311
Architect - State of Ohio 1115396
Architect - State of North Carolina 11892
Architect - State of New Jersey 19138
Architect - State of New York 035600
Architect - State of Pennsylvania RA405821
Architect - State of Louisiana 8369
Architect - State of Colorado ARC.00406114

AWARDS

AIA Award of Excellence - St. Anne - Early Learning Center
AIA Award of Excellence - St. Therese Early Learning Center
Associated Builders Contractors - LSI Corporate Headquarters

AFFILIATIONS

Jacksonville Historic Preservation Commission - Secretary
American Institute of Architects (AIA) - Member
National Council Architectural Registration Board (NCARB)
Church of Eleven 22 - Member/Deacon
MaliVai Washington Youth Foundation - Board Member & Mentor

REPRESENTATIVE PROJECTS

Orange Park High School: Renovation of Administrative Offices
Orange Park High School: Stadium Renovations
Baker County: Restoration of the Historic Ceremonial Courtroom
Space planning for State Attorney's Office, Supervisor of Elections, Court Services, Property Appraiser, Clerk of Courts and Public Defender
Baker County Jail Annex Roof Repair
Southeast Toyota

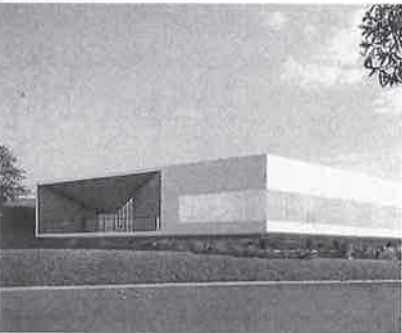
NOTABLE PROJECT EXPERIENCE



Orange Park High School



Baker County Courthouse Restoration



Southeast Toyota



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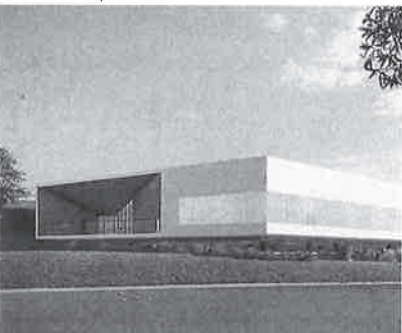
NOTABLE PROJECT EXPERIENCE



Orange Park High School



Baker County Courthouse Restoration



Southeast Toyota



Professional Credentials

- Master of Science, Civil Engineering, Louisiana State University
- Bachelor of Science, Civil Engineering, University of Miami
- Professional Engineer in Florida, #50096
- Advanced Temporary Traffic Control Plans, #48928
- Florida Engineering Society
- National Society of Professional Engineers (NSPE), Chair
- Transportation Research Board (TRB)
- City of Jacksonville, Context Sensitive Solutions Standards Committee, 2014-2016

Special Qualifications

- Has 31 years of civil engineering experience in the public and private sector
- Technical experience includes all phases of project development for transportation projects from statewide and metropolitan systems and policy planning; PD&E (Florida's NEPA phase); Intelligent Transportation Systems; Smart Cities; Transportation Systems Management and Operations; Automated and Connected Vehicle technology applications and final design of roadway projects for municipal clients.

TERRY SHAW, P.E.

Transportation Planning/PD&E Studies, Public Involvement

PROJECT EXPERIENCE

- » **SMART St. Augustine, North Florida TPO General Planning Consultant, St. Augustine, FL** — Project Manager and engineer of record. Responsible for the preparation of the systems engineering management plan, concept of operations, communications design, preliminary plans for infrastructure, cost estimates, procurement strategy and systems requirements. Analysis consistent with a design-build criteria package was prepared for arterial dynamic message signs, parking information dynamic message signs, flood detection sensors, integrated trip planning app, integrated data exchange and real-time operations dashboard.
- » **Transportation Systems Management and Operations (TSM&O), FDOT District Two, FL** — Project manager and Engineer-of-Record for general consulting services associated with the evaluation and implementation of TSM&O projects in District 2 for eight years. Sample projects included: support of the implementation of smart parking in St. Augustine, truck parking capacity analysis, travel time and reliability studies, piloting and assessment of parking and pedestrian and bicycle safety technologies, reviews of public interest requests for local governments on federal-aid projects.
- » **For-Hire Vehicles Study, North Florida TPO General Planning Consultant, St. Augustine, FL** — Project manager and responsible professional for the preparation of a traffic, economic and policy analysis to assess the impacts of for-hire vehicle in St. Augustine. The project was used to provide data to support the city's ordinance changes for for-hire vehicles and negotiation of franchise fees for trolley services.
- » **Smart Parking Plan, North Florida TPO General Planning Consultant**
- » **St. Augustine, FL** — Project manager and responsible professional for the preparation of a parking master plan for St. Augustine. This project included evaluating existing commercial loading zones for occupancy rates and proposing new policies to manage them. New locations for commercial loading zones and rideshare zones were also evaluated. The project resulted in recommendations for piloting new technologies that can assist with the management of loading zones and parking information systems.
- » **Mobility Institute, North Florida TPO General Planning Consultant, St. Augustine, FL** — The City of St. Augustine and North Florida TPO partnered to conduct a weeklong design charette and intensive effort to learn about mobility challenges along the city's three entrance corridors; King Street, San Marco Avenue and Anastasia Boulevard. Over 200 people attended workshops for the project. "Through these public sessions and public input, we were able to combine professional technical analysis with stakeholder collaboration," said Paul Williamson, Public Affairs Director for the City of St Augustine.

Additional Relevant Experience

- » Florida's Mainline Turnpike (SR 91) PD&E Update for Widening from the SR 50 Interchange in Clermont to I-75 in Sumter County, FL
- » Southwest 62nd Boulevard Connector PD&E Update, SR 24 to SR 26, City of Gainesville, FL
- » Southwest 62nd Boulevard Connector, SR 24 to SR 26 PD&E Study, Alachua County Public Works Department, Alachua County, FL
- » Miami-Dade MPO, General Planning Consultant (GPC), Miami, FL
- » North Florida 2040 Long Range Transportation Plan, North Florida TPO, Jacksonville, FL
- » SW 75th Street (Tower Road) Corridor Study, Alachua County Public Works Department, Alachua County, FL
- » Public Transportation Office General Consultant, FDOT District 2, Jacksonville, FL
- » 5th Street and McDuff Avenue Improvements Phase III and Parramore Road Extension, Jacksonville Transportation Authority, Jacksonville, FL
- » Southwest Bus Rapid Transit (BRT), Jacksonville Transportation Authority, Jacksonville, FL
- » Southwest 62nd Boulevard Connector, SR 24 to SR 26, City of Gainesville, FL
- » I-95 Interchange with SR 202 Operational Improvements, FDOT District 2, Jacksonville, FL
- » SW 8th Avenue to SW 20th Avenue Connection, Alachua County Public Works Department, Alachua County, FL



JOSEPH ROBERTS, P.E.

Bridge/Structural Design

PROJECT EXPERIENCE

- » **Legacy Trail Extension Design, Sarasota County, FL** — Project Engineer. Kimley-Horn is providing Sarasota County with trail design and related engineering and landscape architectural services for the Legacy Trail. Kimley-Horn is providing trail design and related civil engineering, structural/bridge engineering, bridge inspection, planning/landscape architecture, environmental assessment/permitting, stormwater management, utilities infrastructure, communication system, and community engagement services.
- » **LYNX Bus Shelter Program Management, Orlando, FL** — Structural engineer providing design, permitting, and construction administration services for bus shelter sites throughout Central Florida. This project includes multiple shelter types and manufacturers with site visit, structural, drainage, site design, roadway design, and construction tasks. The shelters sites are designed for roads with and without curb and gutter, with and without drainage swales, and on state or local roads. Primary design challenges are associated with implementing shelters with ADA compliant boarding and alighting areas within various drainage and utility alignments. Kimley-Horn is serving as an extension of LYNX staff, with design adjustments to minimize additional costs and impacts. This project includes miscellaneous tasks such as verifying structural design of shelters, monitoring installation of LYMMO infrastructure, and verifying pay item requests.
- » **SR 13 (San Jose Blvd) and SR 109 (University Blvd) Signal Upgrades and SR 15 Lighting Design, FDOT District Two** — Structural Engineer for the design of 13 traffic signal updates. SR 13 (San Jose Blvd) includes seven signalized intersections from Julington Creek Road to Mandarin Road and SR 109 (University Blvd) includes six signalized intersections from Los Santos Way to Merrill Road. The two projects are upgrading the existing signalized intersections to include the flashing yellow arrow signal heads, back plates for all directions, and an additional through signal head northbound and southbound on SR 13. In addition, the SR 109 corridor includes the installation of fiber optic interconnect for the project limits to allow communication between the traffic signals and the upgrade of the existing overhead school zone flashers.
- » **Bone Valley ATV Bridge, Lakeland, FL** — Project Engineer. Kimley-Horn is providing professional engineering services for the design of a new bridge crossing CR 630 at the Bone Valley ATV Park. Our specific services include the preparation of design studies, environmental permits, and related construction documents.
- » **CR 229 Widening and Improvements, Bradford County, FL** — Structures Project Engineer responsible for the design of superstructure and substructure components for the cast-in-place flat slab replacement bridge over Gum Creek. Also responsible for slope protection details and final computation books.

Additional Relevant Experience

- » St. Johns Heritage Parkway, Brevard County, FL
- » Pineda Causeway Grade Separation Overpass, Brevard County,
- » SR 408 Widening from SR 417 to Alafaya Trail (Contract 408-128), Central Florida Expressway Authority, Orange County, FL
- » Wekiva Parkway Section 206 (Contract 429-206), Central Florida Expressway Authority, Lake County, FL
- » SR 429/SR 414 Maitland Boulevard Extension (Contract 429-201) Orlando-Orange County - Expressway Authority, Orange County, FL
- » Bowery Bayside Parking Garage, Tampa, FL
- » All Electronic Tolling Conversion, Northern Coin System, Florida's Turnpike Enterprise, FL
- » Neptune Road PD&E Study, FL
- » North Port Water Control Structure (WCS) 106, North Port, FL
- » Poinciana Parkway Extension/I-4 Connector, FL
- » Puerto Rico Landslide and Road Damage Evaluation and Repair Recommendations, Las Marias, PR
- » Pump Station 122 Collection System & Bulkhead Wall Improvements, St. Petersburg, FL
- » Sand Lake Road Interchange Design, Florida's Turnpike Enterprise, Orlando, FL

Professional Credentials

- Master of Science, Structural Engineering, University of Florida
- Bachelor of Science, Civil Engineering, University of Florida
- Professional Engineer in Florida, 78547
- American Society of Civil Engineers (ASCE), Board Member
- Structural Engineering Institute (SEI), Vice-President

Special Qualifications

- Has ten years of experience in structural engineering
- Experience in complex bridge design, including post-tensioned pier caps, curved steel box girders, hunched prestressed beams, and post-tensioned concrete U-beams
- Software Aptitude: FB Multi Pier, FDOT Beam Stability, FDOT Biaxial Column, FDOT LRFD Box Culvert, FDOT LRFD Prestressed Beam, GEOPAK, LARSA 4D (FEM), MathCAD, MicroStation, RC Pier, Smart Bridge Suite, SPWall 911 Sheet Pile Design, Shoring8, STAAD (FEM), MDX



CHRIS TOWNE, P.E.

Roadway Design

PROJECT EXPERIENCE

- » **Alachua County Engineering Services for Miscellaneous Transportation Itemized Projects >\$2 Million, Alachua County, FL** — Project Manager. Kimley-Horn was retained to provide new roadway design and/or studies for roadway projects, preparation of engineering documents, and design procedures, repair, resurfacing, and rehabilitation projects, construction engineering inspection services (CEI), site design for County facilities as well as associated activities. Such activities may include new roadway design for arterial and collector roads, signalization, intersection improvements, the design of open and closed drainage systems, utility design, utility relocation plans, maintenance of traffic plans, bridge design, structural design, railroad crossings, FDOT permits, stormwater permits, environmental permits, traffic engineering applications, minor traffic operations improvements, and other appurtenances.
- » **CR 525E Extension Design and Permitting, Sumter County, FL** — Project Engineer. This project involves design and permitting associated with a new approximately one-mile roadway extension to support regional transportation connectivity and economic growth. Design plans and permits were obtained for the first two lanes of a future four-lane road section. Services included surveying and mapping, geotechnical explorations, environmental assessments and permitting, roadway design and construction plans, permitting, and bid documents and assistance. The project was designed as two lanes of the ultimate four-lane buildout configuration identified to be needed to support future traffic growth associated with a new interchange connection at CR 514 at I-75. Kimley-Horn will also be providing engineer of record services during construction. At the completion of Phase 1, Kimley-Horn was retained to prepare design plans and permits for Phase 2 of the project, which will extend the roadway to US 301 and includes permitting with CSX for a new railroad crossing.
- » **Meggison Road Planning and Design, Sumter County, FL** — Engineer of Record for design plans and permits for Meggison Road, from SR 44 to Warm Springs Avenue. As part of the design project, Kimley-Horn has prepared design traffic forecasts. The design traffic forecasts were utilized to develop a signal warrant and traffic operational analysis to support a new traffic signal at SR 44. Traffic forecasts were also utilized to develop the roadway typical section, pavement design, access management, and recommended intersection geometry and control at Warm Springs Avenue. Ongoing permitting coordination is occurring with Sumter County, FDOT and the Southwest Florida Water Management District (SWFWMD). As a result of continuous coordination, FDOT has approved a variance for a future traffic signal on SR 44 at Meggison Road.
- » **Union County Professional Engineering Services, Union County, FL** — Project Manager. Kimley-Horn currently holds a continuing services contract to provide professional engineering services that will include but not limited to, planning, survey, design, permitting, procurement, inspection, and construction administration of engineering projects. Includes all tasks associated with infrastructure administration, including grant administration, preliminary design and budgeting, facility assessment, investigation, public input and any other task that may be requested by the Commission.

Additional Relevant Experience

- » SW 35th Place Sidewalks, Alachua County, FL
- » SW 8th Avenue CIP Roadway Improvements, Alachua County, FL
- » SW 3rd Street Preliminary Plans, Gainesville, FL
- » ADA SR 100 Sidewalk Design, Flagler County, FL
- » Phase 1 Roadway Rehabilitation, Citrus County, FL
- » University of Florida Parking Garage XIV, Gainesville, FL
- » Professional Engineering Services, Bradford County, FL
- » Continuing Services for Minor Projects, University of Florida, Alachua County,
- » General Engineering Consulting Services, Gainesville Regional Utilities, Alachua County, FL.
- » Miscellaneous Projects, City of Crystal River, Citrus County, FL

Professional Credentials

- Bachelor of Science, Civil Engineering, Virginia Tech
- Designing for Pedestrian Safety from Florida Highway Administration
- FDOT Guardrail Training
- Professional Engineer in Florida, #66928
- FDOT Advanced Work Zone Traffic, #43538
- American Public Works Association (APWA)
- American Society of Civil Engineers (ASCE)
- Board Member, Alachua County Board of Adjustment
- Florida Association of County Engineers and Roadway Superintendents (FACERS)

Special Qualifications

- Has 27 years of experience with project management, client relations, design, technical oversight of staff, and day-to-day office operations
- Experience in a variety of civil engineering projects including roadway, bridge, airport, structural, drainage, water, sanitary sewer and site civil design
- Knowledge and experience of managing projects with a multi-discipline approach



MICHELLE MECCA, P.E., RSP1

Traffic Engineering and Safety Studies, Public Involvement

PROJECT EXPERIENCE

- » **FDOT District Two Traffic Operations Studies Contract (2013-present)** — Michelle serves as Project Manager for this continuing services contract. Kimley-Horn was selected in 2013 for this Districtwide contract which includes more than 160 task work orders to date. Types of studies completed under this contract included intersection operational analyses, access management analyses, signal warrant studies, turn-lane warrant studies, roundabout analyses, collision diagrams, and traffic signal phase analyses. Tasks include the examination of crash data, warrant analyses, delay studies, and a qualitative assessment of field conditions and traffic operations.
- » **FDOT District Two Traffic Safety Studies Contract (2004-present)** — Michelle serves as Project Manager for the Kimley-Horn team that provides numerous traffic safety studies under this continuing services contract with FDOT District Two to develop solutions to crash problems on state roads within the District. Types of studies include signal warrant analyses, intersection analyses, and arterial studies. Additionally, Kimley-Horn has reviewed all fatal crash records in the District and maintained the database log.
- » **St. Johns County On-Call Professional Engineering Services (2016-present)** — Michelle serves as Project Manager for this contract with traffic engineering. Kimley-Horn serves the County on their continuing contract, which includes the following study types: signal warrant analysis; isolated intersection analysis (signalized and/or unsignalized); roadway studies which include travel time and delay, speed zoning, no-passing zones, and highway lighting; signalized arterial analysis; supplemental work tasks which include 24-hour traffic counts, turning movement counts, pedestrian volume count, pedestrian group size, vehicle gap size, and left-turn phase warrants; signal design and inspections; and transportation planning and modeling.
- » **SR 5 (US 1) Signal Upgrades, St. Johns County, FL** — Project manager for the design of 3 new mast arm traffic signals at the intersections of SR 5 (US 1) with CR 210, Shore Drive and Lewis Point Road in St. Johns County. The project included upgrading 3 existing span-wire traffic signals in St. Augustine to mast arm traffic signals. The signal design upgrade to mast arms was completed to help minimize wind damage from future hurricanes. St. Johns County obtained a grant to upgrade the signal design.
- » **I-95 at SR 200 (SR A1A) Diverging Diamond Interchange, FDOT District Two** — Project manager for the design of three traffic signals along the corridor of SR 200 (SR A1A) east of I-95 being widened to a high-speed urban six-lane section. The interchange is being redesigned from a traditional diamond configuration to a diverging diamond configuration. Design traffic forecasting was performed for use in an Interchange Operational Analysis Report (IOAR) and a subsequent Interchange Modification Report (IMR) for submittal to FHWA. Microsimulation models were run for multiple scenarios to determine the ideal future geometry. The two signals at the interchange are being reconstructed and a new signal to the east at the entrance to the East Nassau Employment Center is being constructed. Two miles of fiber optic interconnect is also being designed to tie into adjacent projects and upgrade the communications from the existing wireless system.

Professional Credentials

- Bachelor of Science, Civil Engineering, University of Florida
- Professional Engineer in Florida, #55059
- Professional Engineer in Georgia and North Carolina
- Road Safety Professional 1, #156
- Associate Traffic Signal Level I, International Municipal Signal Association
- Completion of FHWA Highway Safety Manual training
- Completed training class on FDOT Roadways Safety Audit Procedures

Special Qualifications

- Has 28 years of experience with transportation projects, including traffic engineering studies and transportation planning studies with a focus on safety
- Serves FDOT District Two as the Districtwide Traffic Operations Studies Consultant
- Has served the FDOT District Two the past 16 years as the project manager for the Districtwide Traffic Safety Studies Consultant with three renewals
- Expertise in traffic operations and design, including traffic impact analysis and transportation planning

Additional Relevant Experience

- » SR A1A Signalization, FDOT District Two, FL
- » SR 13 (San Jose Blvd) and SR 109 (University Blvd) Signal Upgrades and SR 15 Lighting Design, FDOT District Two
- » SR 121 Intersection Improvements, FDOT District Two
- » SR 5A Resurfacing, FDOT District Two
- » US 301 (SR 200) at SR 100 (Madison Street) Signal Design, FDOT District Two
- » SR 10 from Brookview Drive to Kernan Boulevard, FDOT District Two
- » SR 115 (Martin Luther King, Jr. Parkway) Resurfacing (3R) from SR5/US1/New Kings Rd to Boulevard St, FDOT District Two



WENDY KREHBIEL, P.E., RSP2I

Traffic Engineering and Safety Studies, Signalization

PROJECT EXPERIENCE

- » **New Berlin Road at Distribution Center Drive Signalization, Duval County, FL** — Project Engineer for this signal design project for Alta Lakes Industrial Park. This project included design of a new mast arm signalization at a previously stop-controlled T-intersection. Tasks included preliminary layout of the signalization and development of plans for submittal to the City of Jacksonville.
- » **SR 5 (US 1) Signal Upgrades, St. Johns County, FL** — Project Engineer for the design of 3 new mast arm traffic signals at the intersections of SR 5 (US 1) with CR 210, Shore Drive and Lewis Point Road in St. Johns County. The project included upgrading 3 existing span-wire traffic signals in St. Augustine to mast arm traffic signals. The signal design upgrade to mast arms was completed to help minimize wind damage from future hurricanes. St. Johns County obtained a grant to upgrade the signal design.
- » **Continuing Traffic Engineering Services, St. Johns County, FL** — Project Engineer on the County's continuing contract, which includes the following study types: Signal warrant analysis; Isolated intersection analysis (signalized and/or unsignalized); Roadway studies which include travel time and delay, speed zoning, no-passing zones, and highway lighting; Signalized arterial analysis; Supplemental work tasks which include 24-hour traffic counts, turning movement counts, pedestrian volume counts, pedestrian group size, vehicle gap size, and left-turn phase warrants; Signal design; Signal inspections; and Transportation planning and modeling. Kimley-Horn works with the County staff to develop solutions to operational or safety problems within the County. Below is a list of some assignments completed.
 - **Traffic Signal Warrant Analyses** — Various unsignalized intersection studies throughout the County. Tasks include the examination of crash data for a three-year period, traffic count data, traffic signal warrants, and a qualitative assessment of field conditions and traffic operations. Recommendations were made regarding the need for signalization or other improvements. Locations studied included Longleaf Pine Parkway and North and South Durbin Parkway, SR 16 and Industry Center Drive, Palm Valley Road and Canal Boulevard, W King Street and N Volusia Street, CR 210 and Shearwater Parkway, CR 210 at St. Johns Commons/Kingsley Lake Drive, Wildwood Drive and South Winterhawk Drive/Marisa Drive, CR 210 and Cumberland Park Drive, and CR 210 and Nature Walk Parkway.
 - **Safety/Operational Study** — Intersection Analyses. Various intersection studies throughout the County. Tasks include the examination of crash data for a three-year period, traffic count data, phasing analysis, and a qualitative assessment of field conditions and traffic operations. Locations studied included Racetrack Road and CR 223 and Mizell Road and W Pope Road.
- » **SR A1A Signalization, FDOT District Two** — Project Engineer for this traffic operations project in Duval County. Project included upgrading 17 existing span-wire traffic signals near Jacksonville Beach to mast arm traffic signals. The project limits were Marsh Landing Parkway to the south and Mayport Road to the north. The traffic signals were interconnected with overhead copper wire that was upgraded to underground fiber-optic cable. Both upgrades will help minimize wind damage from hurricanes. Tasks included development of Phase II through Phase IV submittal plans for the north and south projects, as well as utility coordination, electronic submittals, and post-design services. This project has been constructed.

Professional Credentials

- Bachelor of Science, Civil Engineering, University of Florida
- Professional Engineer in Florida, #74007
- Completion of FDOT Long-Range Estimates (LRE) and Specification's training
- Completion of FHWA Highway Safety Manual training
- Institute of Transportation Engineers (ITE)
- International Municipal Signal Association

Special Qualifications

- Has 16 years of experience providing traffic operations and intersection analysis, including traffic signal design, utility coordination, safety and operational improvements, field review, and preparation of benefit-cost analysis reports
- Proficient with industry software, including MicroStation, GuidSIGN, Synchro, and HCS
- Experience with FDOT internal systems, including Trns*port, Mainframe, LRE, CARS, Specs on the web

Additional Relevant Experience

- » SR 121 Intersection Improvements, FDOT District Two
- » SR 200 at SR 100 Signalization, FDOT District Two
- » SR A1A Multimodal Improvement Corridor Planning and Engineering Analysis, FDOT District Five, Brevard County, FL
- » Woodville Highway Corridor Study and PD&E Study, Tallahassee, FL



R. MIKE MULLIS, PLA

Multiuse Trails/Recreational Facilities Design

PROJECT EXPERIENCE

- » **Landscape Design Services for SR 200/A1A, FDOT District Two, Nassau County, FL** — Project manager for the landscape architectural design of over five miles of SR 200 including several intersections. This corridor is part of the main access route for visitors to Amelia Island. The proposed design focuses creating a signature landscape corridor utilizing design elements that embrace coastal dune hammock. Efforts will include community outreach and public consensus building, landscape analysis, landscape and hardscape design, and irrigation.
- » **City of Ocala Osceola Trail (aka Osceola Trak) Improvements, Ocala, FL** — Project Manager. The City of Ocala wanted to expand the level of improvements along certain sections of the Osceola Trak located in downtown Ocala. Improving the pedestrian experience created a more inviting trail corridor for bicyclists and pedestrians to enjoy, as well as provided access to and connection between cultural attractions within the City. Kimley-Horn prepared design concepts for the addition of hardscape, site furnishings, lighting, landscape, public art, public gathering areas, interface with catalytic sites along the trail, and wayfinding signage. This project is ultimately part of the extensive planned trail network within Ocala and Marion County and serves to connect downtown Ocala to the Heart of Florida Loop.
- » **RiversEdge, Jacksonville, FL** — Project Manager for CRA Improvements. Kimley-Horn partnered with The District's Community Development District (CDD) to provide professional Consulting services for the RiversEdge project, a 32-acre mixed-use development planned to transform Downtown Jacksonville's Southbank. Kimley-Horn is currently providing design, permitting, and construction phase services for four individual public parks comprising over 4.5 acres and 1,900 linear feet of Riverwalk and for 1,250 linear feet of new Marsh Boardwalk and 1,600 linear feet of new multiuse trails. Our services on this project include the civil roadway and utility infrastructure design and the landscape/hardscape concept and design of the public roadways, parks, and Riverwalk expansion intended to serve the future private developments. We also provided sea wall and bulkhead design, brownfield environmental services, and permitting services.
- » **Rockledge Civic Hub and Passive Park, Rockledge, FL** — QA/QC reviewer on the Kimley-Horn team selected to provide design services to develop a multi-use passive park for the public to use as a civic hub for the City of Rockledge. This area will be utilized for various arts/crafts shows, farmers market, community rental venue and a place to create synergy with existing City Hall facilities and proposed development in the area. The primary project elements include vendor spaces, location or statue, amphitheater, open space for passive uses, supporting sidewalks and hardscape areas, and lighting. Landscape and hardscape features are being designed in a cohesive manner across the site to keep material, landscape options, conceptual special features, site furnishing, and gateway signs consistent throughout the park. Also providing site plan renderings and construction documentation.
- » **Greenville County Square - Urban Street Design and Subsurface Infrastructure Improvements** — Landscape Architect. Kimley-Horn is currently providing design, permitting, and construction phase services for new urban roadways, subsurface infrastructure, and enhanced streetscapes. The proposed roadway and utility designs are a critical piece of the new infrastructure to serve this transformative downtown Greenville location. Understanding the land entitlement densities for the ultimate build-out of the project and the user demands of such a large project were paramount to design the roadways and utility systems. The subsurface improvements within the rights-of-way are very complex, in addition to the typical design challenges that must be addressed in an urban right-of-way for water, sewer, and stormwater.

Professional Credentials

- Bachelor of Landscape Architecture, Landscape Architecture, University of Georgia
- Registered Landscape Architect in Florida #6667393
- American Society of Landscape Architects (ASLA), Advocacy and Licensure
- American Society of Landscape Architects (ASLA), Past Legislative Affairs Chair
- American Society of Landscape Architects (ASLA), Past President
- Urban Land Institute, Member

Special Qualifications

- More than 26 years of experience in comprehensive master planning, land planning, streetscape design, Parks, landscape architecture, and DOT projects
- Provided project management, design, and permitting services for multiple large-scale Urban infill and redevelopment projects across the country
- Served as project manager on a wide variety of multidisciplinary teams
- Expertise in working with public agencies and on public participation projects



THOMAS INMAN, P.E.

General Site/Civil Design

PROJECT EXPERIENCE

- » **Legacy Trail Extension and North Port Connector Route Environmental Permitting, Sarasota County, FL** — Ronnie served as Lead Scientist for conducting environmental assessments and environmental permitting for wetlands and protected species along an approximately 12-mile trail corridor. The project involved providing guidance and performing required permitting for the SWFWMD ERP and USACE Nationwide permits, Florida Department of Environmental Protection 404 permitting for Assumed Waters, documented eagle nests, mapped gopher tortoise burrows, and evaluated presence or likelihood of other listed species. The project also required the delineation and mapping of wetlands, Other Surface Waters (OSW), and other habitats protected under Sarasota County Land Development Regulations and environmental ordinances, including scrubby flatwoods, mesic hammock, and Grand Trees. Ronnie assisted the consultant-client team at design meetings with wetland and other environmental impact avoidance and minimization, and mitigation. Ronnie also performed a corridor alternatives analysis of two similar-sized corridors through conservation lands for the North Port Connector Route to identify the least impactful and most cost-effective alternative based on various environmental, hydrologic, and financial costs criteria. The project also included a Bonneted Bat study for both corridors and compliance with US Fish and Wildlife Service guidelines for this federally listed species. Ronnie also performed gopher tortoise permitting and relocations to keep this trail project on a fast-track schedule.
- » **Celery Fields Regional Stormwater Facility CEI and BMP Evaluation, Sarasota County, FL** — Ronnie served as Environmental Project Manager for Construction Engineering and Inspection (CEI) oversight of exotic/nuisance plant maintenance, planting, and monitoring for a 130-acre wetland/upland restoration project that is part of the Celery Fields Facility Expansion, a multi-use stormwater facility. This hydrologic restoration project included mitigation design and permitting responsibilities, semiannual monitoring and annual reports required by permits of the U.S. Army Corps of Engineers. The project also included creation of an integrated management plan that incorporated goals and operations guidelines to manage the stormwater facility for flood control, wildlife habitat, water quality, recreation, and environmental education. The project also included a water resource study to document the effectiveness of the implemented BMPs on improving water quality to Phillippi Creek by removing pollutants from the Main C Canal. Ronnie was the project scientist in charge of data management and analysis for this two-year BMP study to quantify the effectiveness of the CFRSF in the treatment of stormwater runoff from the Phillippi Creek Basin.
- » **Curry Creek Estuarine Mitigation Project, Sarasota County, FL** — Project Manager for redesign and construction oversight of a failed mitigation site (6-acre estuarine/high marsh creation) for Jacaranda-Border Roads. Duties included water level monitoring and analysis, bid document and technical specifications preparation, and planting and maintenance contractor oversight.
- » **Curry Creek Regional Mitigation Project, Sarasota County, FL** — Project Manager for the design, permitting consultant oversight, and maintenance oversight for this regional mitigation bank for County projects. Responsibilities for this 19-acre estuarine restoration included coordination with the County Environmentally Sensitive Lands Program and management of budgets for County Operations and Capital Improvement Projects.

Additional Relevant Experience

- » Dolphin Lake Drainage Improvement Project Mitigation Design, Sarasota County, FL
- » Old Cow Pen Slough Hydrologic Restoration Project, Venice, FL
- » Fox Creek Regional Offsite Mitigation Area (ROMA) Project, Sarasota County, FL
- » Pinelands Reserve Wetland Relocation Project, Sarasota County, FL
- » Winchester Boulevard Environmental Services Gottfried Creek Estuarine Mitigation, Charlotte County, FL
- » Sarasota County Government, Deer Prairie Slough Restoration Project, Sarasota County, FL

Professional Credentials

- Master of Science, Fisheries and Aquatic Sciences, University of Florida, 1996
- Bachelor of Science, Wildlife Ecology, University of Florida, 1989
- American Public Works Association (APWA)
- Florida Association of Environmental Professionals
- Society of Wetland Scientists

Special Qualifications

- Has 22 years of stormwater design and environmental permitting experience) for a wide range of county, city, municipal, and private clients
- Professional Credentials
- Bachelor of Science, Civil Engineering, Florida State University
- Graduate, Leadership Flagler Program, Flagler County Chamber of Commerce (FCCOC)
- Professional Engineer in Florida, #61713
- Professional Affiliations
- Board Member, Flagler Family Life Center
- Member, Flagler County Chamber of Commerce (FCCOC)
- Member, Rotary International (RI)



Bill Schilling, P.E. - Principal-in-Charge

Bill Schilling has 27 years of experience in engineering and planning services and has served as a project manager or principal-in-charge on a wide range of planning and design projects. His background includes site civil design, traffic impact and concurrency studies, land use amendments, rezoning, safety studies, parking studies, corridor studies, action plans, roadway design, and expert witness services. His Bachelor of Civil Engineering and Master of Civil Engineering were both earned at the University of Florida. Bill is a member of the Institute of Transportation Engineers and lends his expertise to the Board/Committee of the City of Jacksonville's Concurrency and Mobility Management Systems Office, having served as Past Chairman on the Technical Advisory Committee. Bill also serves as Chairman for the City of Jacksonville's Downtown Development Review Board (DDRB)

Professional Credentials

- » Master of Engineering, Civil Engineering, University of Florida
- » Bachelor of Science, Civil Engineering, University of Florida
- » Professional Engineer in Florida, #53947
- » Institute of Transportation Engineers (ITE), Member
- » City of Jacksonville's Concurrency and Mobility Management Systems Office Technical Advisory Committee, Chairman

Relevant Experience

- » The District CDD, Jacksonville, FL
- » SR 16 Widening, St. Johns County, FL
- » Community Redevelopment Agency (CRA) Planning Services, Palatka, FL
- » Brannan Field Village Traffic Engineering Services, Clay County, FL
- » On-Call Parking Consulting Services, Jacksonville Beach, FL
- » St. Johns County Continuing Traffic Engineering Services, FL
- » Ponte Vedra YMCA, Ponte Vedra Beach, FL
- » Atlantic Boulevard/Southside Boulevard Intersection Improvements, Jacksonville, FL
- » Atlantic North Mixed-Use Center, Jacksonville, FL
- » Old St. Augustine Road Arterial and Interstate-95 Ramp Study, FL



George Roland, P.E. - Roadway Design/MOT/Pavement Design

As a roadway engineer in Kimley-Horn's Jacksonville office, George performs various engineering design assignments, including horizontal and vertical layout of roadways, design of water and sewer lines, and production of schematic designs. Experience ranges from small design projects (such as turn lane additions) to large roadway widening projects (such as widening from two to six lanes) in both urban and rural environments. He has 24 years of specialized roadway design experience and routinely uses Microstation and AutoCAD land development software.

Professional Credentials

- » Master of Science, Civil Engineering, Florida State University
- » Bachelor of Science, Civil Engineering, Florida State University
- » Professional Engineer in Florida, #62338
- » American Society of Civil Engineers (ASCE)
- » Charter Member of St. Johns Rotary

Relevant Experience

- » Shores Boulevard Widening, St. Johns County, FL
- » SR 16 Widening, St. Johns County, FL
- » Ochlockonee Bay Multiuse Bike Trail, Sopchoppy, FL
- » Capital City to the Sea Trails (aka CC2ST) Master Plan and PD&E Study, Leon and Wakulla Counties, FL
- » I-75/SR 93 3R Project, Alachua County, FL
- » Roberts Road Improvement Study, St. Johns County, FL



Amber Gartner, P.E. - Transportation Planning/PD&E Studies

Amber has more than 15 years of transportation engineering experience that includes design traffic forecasting; traffic impact analysis; transportation planning; transportation modeling; signal design; driveway design and permitting; pavement management; and roadway design. She also has experience with bidding and construction phase administration assistance. In addition, Amber is experienced with organizing and hosting public meetings and building consensus with the public and local officials. She is proficient with Microsoft Project, Synchro, Highway Capacity Software (HCS), ARTPLAN, FSUTMS, and ArcGIS.

Professional Credentials

- » Bachelor of Science, Materials Science and Engineering, University of Florida
- » Master of Science, Civil Engineering, University of Florida
- » Professional Engineer in Florida, #72294
- » Florida Engineering Society, Forest Chapter State Director
- » MathCOUNTS Committee Co-Chair

Relevant Experience

- » Continuing Planning Services, Lake-Sumter MPO, FL
- » Golf Cart Study, Crystal River, FL
- » Miscellaneous On-Call Transportation Support Services, Sumter County, FL
- » Miscellaneous On-Call Transportation Support Services, The Villages, FL
- » Village Center Community Development District Multimodal Path System Master Plan and Design, The Villages, FL



Continuing Contract for Professional Architectural and Engineering Services *RFP NO. NC23-009-RFP*



Jack Hulsberg, P.E. - Transportation Modeling

Jack has 10 years of experience involving traffic operations and safety studies, transportation planning studies and modeling, parking studies, and traffic impact analyses, as well as the preparation of designs and construction plans for signalization, roadway, signing, and pavement marking. Jack's software experience includes Synchro, Microstation, CUBE, and Highway Capacity Software, AutoCAD, and CORSIM with proficiency in MicroStation, AutoCAD, CORSIM, Highway Capacity Software, and TRANSYT 7F.

Professional Credentials

- » Master of Science, Civil Engineering, University of Florida
- » Master of Engineering, Civil Engineering, University of Florida
- » Professional Engineer in Florida #83370

Relevant Experience

- » St. Johns County Continuing Traffic Engineering Services, St. Johns County, FL
- » Baptist/MD Anderson Cancer Center, Jacksonville, FL.
- » Jacksonville Transportation Authority On-Call Technical Support Services, Jacksonville, FL
- » SR 5A Resurfacing from King Street to SR 16, FDOT District Two, St. Johns County, FL



Brian Deitsch, P.E. - General Site/Civil

Brian has 16 years of experience conducting hydrogeologic investigations involving solid and/or hazardous waste and petroleum-related contamination. He also has experience with Phase I and II environmental site assessments at petroleum-impacted sites, hazardous waste sites, and industrial facilities. In addition, he has conducted Phase I and II environmental assessments in accordance with ASTM Standard Practices E1527-05 and E1903-97. He has supervised and coordinated various subcontractors, including drillers, labs, and public/private utility locators. Brian also has an excellent working knowledge of several design-related software programs, including AutoCAD, Microstation, POND5, and ICPR.

Professional Credentials

- » Bachelor of Science, Civil Engineering, University of Florida
- » Professional Engineer in Florida, #77073
- » 40-hour OSHA Hazardous Waste Operations and Emergency Response Training (for environmental pursuits)
- » Completion of FDOT LRE Training Program

Relevant Experience

- » Baptist/MD Anderson Cancer Center, Jacksonville, FL
- » Wauchula EPA Brownfields Assessment Program Consulting, Wauchula, FL
- » Florida Rock - Bill Ding Avenue Industrial Site, Palatka, FL
- » NAVFAC Southeast, P-8A Simulator JAX Naval Air Station (NAS) Training Facility, Contract N6945009C1291, Jacksonville, FL
- » 226 West Main Street, Wauchula, FL— Project Engineer. In 2011, Kimley-Horn assisted the City of Wauchula with the successful application for a Brownfield Assessment Grant from the U.S.
- » Quincy CRA Planning/Engineering Services (includes Tanyard Creek Preservation Park), Quincy, FL).



Blair Knighting, AICP - Transportation Planning/PD&E Studies

Blair Knighting joined Kimley-Horn after transitioning from her role as City Planner for the City of Jacksonville. Her role includes many aspects of government planning regulations, historic preservation planning, analyzing zoning overlay regulations, and grant writing and management. She has experience with Historic Resources Survey Reports and building assessments. Throughout her career, she has become an expert in stakeholder engagement by overseeing community meetings, appointed commission meetings, and engaging neighborhood advocacy groups. Blair possesses experience in land development entitlement procurement.

Professional Credentials

- » Bachelor of Science, Psychology, University of Florida
- » Master, Historic Preservation, minor in Urban and Regional Planning, University of Florida
- » American Institute of Certified Planners
- » American Planning Association (APA), Member
- » Executive Board, First Coast Florida Planning and Zoning Association (FCFPZA)

Relevant Experience

- » JEA Headquarters Design Approval, Jacksonville, FL
- » City of Hampton 5-Year Consolidated Plan (FY 2021-2025) and Annual Action Plan (FY 2021), Hampton, VA
- » Grant Writer and Project Manager for Grant Administration, Jacksonville, FL
- » Historic Structures Significance Reviewer, Jacksonville, FL
- » Landmark Designation Report, Jacksonville, FL



Victor Gallo, P.E. - Drainage/Stormwater Design

Victor has 23 years of experience in stormwater design. He has designed many roadway storm sewer systems and numerous stormwater management facilities for rural, urban, and interstate projects across Florida. Victor has completed various cross-drain culvert designs for small waterways, including channel modeling and bridge scour analysis. He has also coordinated extensively with various Florida water management districts and environmental regulatory agencies to obtain construction permits.

Professional Credentials

- » Master of Science, Engineering Management, University of South Florida
- » Bachelor of Science, Civil Engineering, University of South Florida
- » Professional Engineer in Florida, #75592
- » American Society of Civil Engineers (ASCE)
- » Engineers Without Borders

Relevant Experience

- » NE 130th Court Road Culvert Replacement, Marion County, FL
- » Townsend Street and U.S. 17 Stormwater and Roadway Protection Improvements (Flood), Wauchula, FL
- » Districtwide Drainage Contract, FDOT District One
- » US 17 from DeSoto County to SW Collins, FDOT District One.
- » West Dearborn Street and South McCall Road Improvements, Englewood, FL
- » Oakland, Myrtle, Cherokee (48th Avenue) Drainage Improvements, Pinellas County, FL



Jordan Leep, P.E., PMP - Lighting

Jordan is a project manager and project engineer with 15 years of experience with roadway, drainage, utilities, lighting, signals, and signing and marking projects. He is a regional expert in lighting design and has served as engineer of record and completed lighting designs in every FDOT district as well as completing designs in dozens of counties and cities. Jordan is also certified in advanced maintenance of traffic and specifications preparation. Other services he has provided include roadway design, signing and marking, maintenance of traffic, drainage design and plans production, utilities coordination, pavement design, intersection improvements, signalization, ADA enhancements, roundabout design, traffic control, engineer's estimates, project scheduling, and CEI services during construction. Jordan has worked closely with the City of St. Petersburg on the Pinellas Bayway Trail project.

Professional Credentials

- » Master of Civil Engineering, Transportation Engineering, University of Central Florida
- » Bachelor of Civil Engineering, Engineering, Michigan Technological University
- » Professional Engineer in Florida, #76102
- » American Public Works Association (APWA)
- » Florida Engineering Society

Relevant Experience

- » Districtwide Pedestrian Lighting Retrofit Design, FDOT District One.
- » Baypoint Neighborhood Lighting, Sarasota, FL
- » North Water Tower Park Lighting, Sarasota, FL
- » Burnt Store Road Design, Phase 3, Punta Gorda, FL
- » Modern Roundabout Improvement Design / PD&E for US 41 and Gulfstream, FDOT District One
- » Chiquita Boulevard Widening and Landscape Improvements, Cape Coral, FL



Ellen Crist, P.E. - Roadway Design

Ellen has five years of experience designing and producing plans for roadway, signing and pavement marking, drainage, and signalization projects. She has worked on several of the following types of projects: Resurfacing, Restoration, and Rehabilitation (RRR), Widening, Drainage, Traffic Calming, Complete Streets, and Roundabouts. Her software experience includes 3D Modeling, OpenRoadsDesigner, Microstation, Geopak, AutoCAD, Geopak Drainage, AutoTurn, GuideSign, ICPR, HEC-RAS, Mathcad, Culvert Service Life Estimator, FDOT Hydroplaning Software

Professional Credentials

- » Bachelor of Science, Civil Engineering, Florida International University
- » Registered Professional Engineer in Florida #92172
- » American Society of Civil Engineers (ASCE)

Relevant Experience

- » Georgia Avenue Resurfacing, West Palm Beach, FL
- » SE Neighborhood Street Reconstruction, Delray Beach
- » 23rd Street Complete Streets, Miami Beach, FL
- » Miami Beach Traffic Circles, Miami Beach, FL
- » Pine Tree Drive & W 46th Street Roundabout, City of Miami, FL
- » Okeechobee Road (SR 25) from East of NW 87 Ave to NW 79 Ave, FDOT District Six



Anna Walling, ASLA - Multiuse Trails/Recreational Facilities Design

Anna is a design analyst with three years of experience at Kimley-Horn. Between her time interning in Nashville and working full-time in Jacksonville, she has worked with multiple municipalities to bring their visions for parks and trails to life. While she is proficient in CAD for construction documents and Lumion to allow stakeholders to envision designs, she most enjoys engaging with stakeholders to understand and help plan for their future.

Professional Credentials

- » Bachelor of Landscape Architecture, Landscape Architecture, Ball State University
- » American Society of Landscape Architects (ASLA),
- » Florida Planning and Zoning Association (FPZA), Secretary

Relevant Experience

- » City of Murfreesboro, Blackman Park (formerly West Park), Murfreesboro, TN
- » Last Mile Gainesville, Gainesville, FL
- » Midtown Area Transportation Plan Phase I and Phase II, Tallahassee, FL
- » Greenville County Square, Greenville, SC
- » Thompson Station Greenway Trail, Thompson Station, TN
- » RiversEdge Parks and Trails, Jacksonville, FL
- » JEA Headquarters, Jacksonville, FL
- » Heritage Trail Park, Ocala, FL



Elaine Brown, P.E. - Lighting

Has more than six years of experience as a transportation analyst with a focus on corridor studies, intersection studies, safety studies, crash analyses, signal warrant analyses, bicycle and pedestrian studies, signal design, and lighting design. She has experience with turn-lane analysis and traffic impact studies and is proficient in crash analysis. Elaine's software experience includes Bentley MicroStation, Bentley OpenRoads Designer, AutoCAD, FDOT Crash Analysis Reporting System, University of Florida's Signal 4 Analytics, AGI, Arc GIS, Synchro, Guidesign, Autoturn, Visio, HCS, Microsoft Excel, Microsoft Word, and Microsoft PowerPoint.

Professional Credentials

- » Bachelor of Science, Civil Engineering, Florida Institute of Technology
- » Florida Professional Engineer, #94045

Relevant Experience

- » Districtwide Traffic Safety Studies, FDOT District Two, FL
- » SR 121 Intersection Improvements and Lighting Design, FDOT District Two, FL
- » Signal Design at US 1/Lewis Point Road Intersection, St. Johns County
- » Signal Design at US 1/CR 210 Intersection, St. Johns County
- » Osceola County Continuing Traffic Engineering Services on a Task Authorization Basis, FL
- » Baptist/MD Anderson Cancer Center, Jacksonville, FL
- » St. Augustine-St. Johns County Airport Authority Aviation Engineering and Planning Services, St. Augustine, FL
- » Belle Glade State Municipal Airport, Solar Power Lighting- General Engineering Services, Belle Glade, FL



Katie Gleason, P.E. - Drainage/Stormwater Design

Katie has six years of experience involving drainage and stormwater engineering projects. Katie's drainage experience includes coordinating with the roadway, landscape, environmental, structural, and temporary construction teams to create efficient and functioning roadside drainage systems, including stormwater management facilities. Katie's project experience providing stormwater and roadway flood protection improvements for Townsend Street and US 17 for the City of Wauchula; Pretty Pond road widening for the City of Zephyrhills; and in-house drainage support for FDOT District One. Skills include Microstation SS4, Geopak Drainage, ASAD, ICPR 4, Arc GIS, AutoCad.

Professional Credentials

- » Bachelor, Civil Engineering, Florida State University
- » Florida Professional Engineer, #94474

Relevant Experience

- » Town of Windermere Continuing Professional Services (includes Areawide Traffic Study and Park Avenue Improvements), Windermere, FL

- » LYNX Bus Shelter Program Management, Orlando, FL
- » Space Coast Trail PD&E Study & Final Design, FDOT District Five, Orlando, FL
- » CR 484 Widening, Ocala, FL
- » Townsend Street and US 17 Stormwater and Roadway Flood Protection Improvements, Wauchula, FL



Vincent Spahr, P.E. - Roadway Design

With more than ten years of experience, Vincent has managed and assisted with traffic analyses for urban and rural highway projects. He has analyzed crash reports and traffic volumes and created exhibits to summarize safety and operational performance of existing and proposed intersections. Vincent's software experience includes MicroStation, SIDRA, Synchro, and AutoCad.

Professional Credentials

- » Bachelor of Science, Civil Engineering, University of Dayton
- » Florida Professional Engineer, #88747

Relevant Experience

- » Capital Cascades Trail, Segments 3 and 4, Blueprint 2000, Tallahassee, FL

- » SR 40 Silver Springs Corridor Plan NE 49th Court Road to NE 60th Court, Ocala,
- » CR 361 over Clearwater Creek Bridge (No. 380040) Replacement PD&E and Design, FDOT District Two, Taylor County, FL
- » Quincy Loop South PD&E Study from SR 267 to SR 10 (US 90) East, FDOT District Three, Quincy, FL



Sarah Johnson, C.E. - Environmental

Sarah has more than 20 years of experience managing and conducting biological assessments, permitting, mitigation planning, NEPA evaluations, species-specific surveys, GIS, and photointerpretation. She has experience with NEPA documentation, including natural resource evaluation reports, re-evaluations, environmental certifications for minor projects, and Section 4(f) Determination of Applicability. Sarah is knowledgeable about the PD&E guidelines used for development of transportation projects by FDOT, the NEPA process, and the permitting guidelines for various agencies for projects that impact wetlands and/or protected species. Additionally, Sarah has direct experience conducting protected species surveys for the Florida bonneted bat, bald eagle, crested caracara, Florida scrub-jay, Big Cypress and Sherman fox squirrel, gopher tortoise, red-cockaded woodpecker, wood stork, West Indian manatee, sand skink, Florida sandhill crane nests, wetland dependent wading birds and shorebirds, snail kite, and Florida burrowing owl. She also has extensive knowledge on the mitigation requirements for impacts to wetlands and protected species.

Professional Credentials

- » Master of Science, Zoology, University of Oklahoma
- » Bachelor of Science, Zoology, Ohio Wesleyan University
- » Certified Ecologist, Ecological Society of America (ESA)
- » Acoustic Bat Survey Training through Bat Survey Solutions
- » Gopher Tortoise Authorized Agent, Florida Fish and Wildlife Conservation Commission (FWC), #GTA-18-00041B
- » Approved Florida Manatee Observer, FWC
- » Stormwater Management Inspector, Florida Department of Environmental Protection (FDEP)

Relevant Experience

- » Inverness 44 W Sewer Extension, Inverness, FL
- » Space Coast Trail PD&E Study & Final Design, FDOT District Five, Orlando, FL
- » CFX Design Consultant Services for CR 532 Widening from Old Lake Wilson Road to US 17/92, Orlando, FL
- » SR 659 (Combee Road) PD&E Study from US 98 to Skyview Drive, FDOT District One, Lakeland, FL
- » County Line Farms, Plant City, FL
- » Baker Ranch, Haines City, FL
- » Apollo Beach Boulevard Extension/I-75 Flyover, Hillsborough County, FL
- » Bonneted Bat Survey for SW 136th Safe Routes to School Project, Palmetto Bay, FL



Levon Hoomes, P.E. - Bridge and Structural Design

Levon is a professional engineer with over 5 years of experience as a bridge and structural design engineer. He has experience with superstructure and substructure design for highway and pedestrian bridges following AASHTO LRFD and FDOT design manuals for both private and public clients. He also has experience providing miscellaneous design services including mast arm evaluations, culverts, assessments and retaining walls. Levon is a licensed professional engineer in the states of Florida and New York.

Professional Credentials

- » Master of Science, Civil Engineering, University of Virginia
- » Bachelor of Science, Civil Engineering, Florida State University
- » Florida Professional Engineer, #83339
- » American Society of Civil Engineers (ASCE)

Relevant Experience

- » Northeast Gateway Phase 1/Welaunee Road PD&E Study, Tallahassee, FL
- » Osceola County Continuing Traffic Engineering Services on a Task Authorization Basis, FL
- » FAMU Way Phase III Culverts and Retaining Walls, Tallahassee, FL
- » Mid-Bay Bridge In-Service Inspection, Destin, FL
- » Puerto Rico Landslide and Road Damage Evaluation and Repair Recommendations, Las Marias, Puerto Rico



Allison Megrath, AICP, CNU-A - Grant Funding

Allison has 29 years of experience in land use planning and zoning, project management, industrial site certification, stakeholder engagement, regulatory compliance, grant writing and administration, and economic development. Allison has a passion for assisting rural communities and has managed several projects in Florida and Georgia. She has extensive experience with many other traditional and non-traditional funding programs such as Community Development Block Grants, USDA funding, and economic development grants. Allison has also assembled a database of nearly 400 grant and loan funding programs.

Professional Credentials

- » Bachelor, Urban Studies, University of Toronto
- » American Planning Association (APA)
- » Florida Chapter of the American Planning Association (FAPA), Executive Committee, Vice President of Professional Development
- » U.S. Department of Housing and Urban Development, CDBG - Part 58, Environmental Review Training Certificate

Relevant Experience

- » Continuing Services, Union County, FL
- » St. Johns River Water Management District Cost Share REDI Grant, Flagler Beach, FL
- » City of Archer Department of Economic Opportunity Community Planning Technical Assistance Grant, Archer, FL
- » City of High Springs Department of Economic Opportunity Community Planning Technical Assistance Grant, High Springs, FL
- » Williston Comprehensive Plan Update/Economic Development Strategy (2018), Williston, FL



Alexander Cremeans, E.I. - Roadway Design

Alex Cremeans is a civil analyst with three years of experience in foundation designs, steel and reinforced concrete designs, storm water analysis and design, and AutoCAD Civil 3D. Prior to Kimley-Horn, Alex served in the United States Air Force as a Water and Fuels Mechanic.

Professional Credentials

- » Bachelor of Science, Civil Engineering, University of Texas at Arlington
- » Engineering Intern, 1100022570, FL

Relevant Experience

- » CR 361 over Clearwater Creek Bridge (No. 380040) Replacement PD&E and Design, FDOT District Two, Taylor County, FL
- » Districtwide Traffic Operations Studies, FDOT District Two, FL
- » Northeast Gateway Phase 1/Welaunee Road PD&E Study, Tallahassee, FL



Bill Griffith - General Site/Civil

Bill has 38 years of experience in the design and drafting of a variety of airport development and rehabilitation projects, site development projects, and roadway and bridge projects. He has extensive experience in the collection and interpretation of information, including aerial surveys, deeds, existing plans, USGS quad maps, and field surveys.

Professional Credentials

- » Diploma, Architectural Technology, Arundel Institute of Technology

Relevant Experience

- » Professional Civil Engineering Services for Florida Department of Environmental Protection (FDEP) at Colt Creek State Park, Polk County, FL
- » Beverly Beach Water/Wastewater Improvements (Misc. Projects, including Osprey Point Water System Improvements), Beverly Beach, FL
- » CR 2209/CR 244 Intersection Improvements, St. Johns County, FL
- » Manatee Habitat Restoration at Homosassa Springs Wildlife State Park - Citrus County, FL, Homosassa Springs, FL
- » Gold Head Branch State Park, Keystone Heights, FL
- » NAVFAC Southeast, P-8A Simulator JAX Naval Air Station (NAS) Training Facility, Contract N6945009C1291, Jacksonville,
- » Ochlockonee Bay Multiuse Bike Trail, Sopchoppy, FL
- » SW 42nd Street Flyover (SR 200 to SW 27th Avenue), Ocala, FL
- » Florida Caverns State Park Creek Restoration Design and Permitting of Blue Hole Spring Run, Marianna, FL
- » DeSoto County Class III Landfill - aka Construction and Demolition (C&D) Landfill), Arcadia, FL



Lauren has over 10 years of experience practicing architecture through a diverse spectrum of building types. As Project Manager, she is responsible for oversight of the project including budgeting, scheduling, and operations. Lauren is the leader of the production team and will be involved in this project from start to finish. She will lead team meetings and correspond directly with the client and engineers. Lauren is proficient in all technology such as 3D modeling, rendering and animation.

LAUREN INSALACO-SCHWING
Architect
Project Manager

EDUCATION

Master of Architecture, 2011
University of Florida

Bachelor of Architecture, 2009
State University of New York at Buffalo

REGISTRATION

Architect - State of Florida AR98023

AFFILIATIONS

National Council Architectural
Registration Board (NCARB)
American Institute of Architects
(AIA) - Member

EXPERIENCE

Educational Facilities
Business Office Facilities
Administrative Buildings
Cultural Facilities

Interior Space Planning /
Renovations
Automotive Distribution Facilities

REPRESENTATIVE PROJECTS

W.W. Gay Headquarters
NAVFAC Parris Island
Baptist Primary Care Facilities
Southeast Toyota
MaliVai Washington
Hospitality
Industrial Facilities
Health Care Facilities
Amenity Centers



Jason has 19 years of experience in Architecture and Interior Design in a diverse spectrum of building types, specializing in the creative solutions for commercial interiors. Jason has led the design and project managing efforts for multiple projects ranging in size and scale and has been responsible for the design and execution from concept through construction on both new construction and renovation projects. Jason specializes in the communication of design through computer aided 3D modeling, Rendering,

JASON MARTUCCI

EDUCATION

Bachelor of Architecture, 2004
New Jersey Institute of Technology

AWARDS

2019 Tote Maritime - IIDA People's
Choice Award, JBJ Coolest Office
Space Award
2019 Dalton Agency Sidebar - JBJ

Coolest Office Space Award

AFFILIATIONS

National Council Architectural
Registration Board (NCARB)
Northeast Florida Commercial Real
Estate (NAIOP)
International Interior Design
Association (IIDA)
MaliVai Washington Youth
Foundation - Mentor

EXPERIENCE

Interior Space Planning
Master Planning

Historic Renovations
Administrative Buildings
Educational Facilities
Corporate Office Facilities
Assisted Living Facilities
Industrial Buildings
Religious Facilities

REPRESENTATIVE PROJECTS

Florida State College at
Jacksonville Continuing Contract
MaliVai Washington
W.W. Gay Headquarters
Miller Electric Office Space
Tote Maritime Office

EDUCATION

BS, Mechanical Engineering
University of Florida

REGISTRATIONS

FL Professional Engineer #64016

TRAINING & CERTIFICATIONS

CPN Nuclear Density Gauge Safety Certification, FDOT QC Manager (CTQP), FDOT Final Estimates I & II (CTQP), FDEP Stormwater Management Inspector, FDOT Advanced Maintenance of Traffic, FDOT Critical Structures Construction Issues Self Study, SSPC BCI Coatings Inspector Level I (#73947), SSPC C-3 Supervisor/Competent Person for Deleading Structures(Exp.)
TIN: M000501643430

EDUCATION

ME, Geotechnical Engineering
North Carolina A&T State University
BS, Building, ABU Zaria

REGISTRATIONS

FL Professional Engineer #77294

TRAINING & CERTIFICATIONS

GRLWEAP Workshop, Pile Driving Analyzer and CAPWAP Workshop, GMEC Conference and Drilled Shaft Short Course, Geotechnical/Structural Design & Construction Monitoring of Deep Foundations Workshop, Geotextiles in Transportation by AMOCO Professional Development Services Workshop, GRL Ground Modification (Various Seminars); Hayward Baker, NICET Level II Certification, ACI Grade I Concrete Field Testing Technician Certification, FDOT Drilled Shaft Inspection Certification, FDOT Pile Driving Inspection Certification, Driven 1.2 pile capacity analysis software; University of Florida

EXPERIENCE

- 27+ Total years of experience
- 4 Years of experience with SAM

PROFESSIONAL LICENSES & ASSOCIATIONS

- FL PSM No. 6159
- Florida Surveying & Mapping Society

CERTIFICATIONS

- N/A

JOHN IYA, PE, Senior Geotechnical Engineer

Mr. Iya has over 27 years of experience in civil, environmental, and geotechnical engineering projects. During these years, he has served as a geotechnical engineer for a variety of projects at the local, state and federal government levels, as well as commercial. Mr. Iya has been responsible for conducting geotechnical investigations and design services for roadways, major highways and bridge projects, commercial and residential buildings, as well as large high-rise office buildings, airports, seaports, and large industrial and commercial projects. His extensive experience has included shallow foundation design, deep foundation design such as drilled shafts, auger cast piles, driven piles, and sheet piles, and pavement condition surveys. He has conducted field investigations and laboratory testing for many projects throughout Florida, Georgia, and North Carolina, in many cases, using non-traditional in-situ soil characterization methods such as the cone penetrometer, piezocone, seismic cone, Texam pressure meter, Probex rock dilatometer, vane shear, and Iowa borehole shear test equipment, flat dilatometer, etc.

- **Geotechnical Reports-Radio Avenue Improvements, Nassau County, FL**
- **Milling and Resurfacing - I-95 from Nassau County Line to the Georgia Border, FDOT District 2, FL**

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KARLE A. MAYE, PE, CEI Senior Project Engineer

Mr. Maye has over 26 years of transportation engineering experience in construction of transportation projects including project administration, materials sampling, testing acceptance and final certification of major road and bridge projects. He has served as a Project Engineer on the construction of three intersection improvement projects for FDOT in District Two, a landfill project; Bituminous Materials Engineer for the District Two Materials office; and as a Materials Certification Engineer at the State Materials Office for FDOT Construction projects statewide.

PROJECT EXPERIENCE

- **Ramona Blvd. Widening Project, COJ, Jacksonville, FL**
- **Ashley Lake Dr. Dirt to Pavement Project Phase II, FDOT D2 Small County Outreach Program (SCOP), Melrose, FL**
- **CR207A Bridge Over Dog Branch Creek, Putnam County, FL**
- **Ashley Lake Dr. Dirt to Pavement Project Phase I, FDOT D2 Small County Outreach Program (SCOP), Melrose, FL**
- **Riverplace Blvd. Streetscape Improvements, COJ, Jacksonville, FL**

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James Melcher

Surveying and Mapping Project Manager

Mr. Melcher has over twenty-seven years of experience in survey data processing and right of way mapping. He has worked for SAM since 1997. As a survey project manager, he is responsible for the preparation, production and review of right of way control surveys, right of way maps, title searches, legal descriptions, field data and control surveys for Florida Department of Transportation (FDOT) and City/County roadway projects. Mr. Melcher has an extensive background in the primary analysis of field data and is proficient in Bentley OpenRoads, Microstation, GeoPak, and AutoCad formats.

Project Experience

- **Lone Star Road Improvements – City of Jacksonville - Duval County, Florida**
- **Firestone Road and Wheat Road Intersection Improvements – City of Jacksonville - Duval County, Florida**
- **New Berlin Road (Pulaski Road to Cedar Point Road) – City of Jacksonville - Duval County, Florida**
- **FP 4472041 State Road 200 / U.S. Highway 301 - FDOT District 2 – Bradford County, Florida**
- **FP 4455891 State Road 15 / U.S. Highway 1 - FDOT District 2 – Nassau County, Florida**
- **FP 4363301 Clet Harvey Road Bridge over Mud Lake Swamp Bridge Replacement – FDOT District 2 – Baker County**

SAM



TAB 4

**Project Understanding, Approach,
and Schedule**



4. PROJECT UNDERSTANDING, APPROACH, AND SCHEDULE

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

Continuing engineering services contracts require a different approach from typical project specific contracts. Each task assigned under an on-call contract requires an individualized approach that includes the various technical disciplines necessary to complete the assignment. Kimley-Horn's overall approach for any assignment under this contract begins with an initial internal meeting of the technical discipline leads, coordination with County staff to ensure a clear understanding of the task expectations and deliverables, followed by the preparation of scope and fee proposal.

Kimley-Horn has served as an on-call consultant for many municipalities and counties over the years and has developed a very successful general approach and methodology for making every opportunity a success for our clients. This approach is centered around designating a point of contact between Kimley-Horn and Nassau County. This approach has proven to serve our clients very well and ensures quick turnaround on requests from County staff as well as provide a lead who has an understanding of all task assignments and delivery commitments. **Earl Wills, P.E.** will be Kimley-Horn's contract manager and will lead our coordination efforts with the County with assistance from **Jessica Novak, P.E.** as DPM. An overview of the key characteristics of our approach for continuing services contracts can be summarized as follows:



Flexibility: We understand schedules change, project requirements and budgets fluctuate, and we must be prepared to adjust accordingly to accommodate these changes



Communication: Kimley-Horn maintains regular communication with our clients via in person meetings, phone calls, and/or e-mail to ensure Nassau County always knows the current status of any given task assignment. Written progress summary reports are provided with each monthly invoice



Extension of County Staff: Our team will approach tasks as though we are a part of your staff. We commit to understanding your responsibilities to the County Commission and residents of the County. We have previously provided support on similar contracts ranging from reviews on engineering documents on behalf of the County to providing support needed in communicating with stakeholders



Think Big Picture: We will act as a true consultant and look beyond the individual task assignment. How does an individual assignment fit into the larger overall improvement vision/plan for Nassau County? We provide ideas to add value to a project or to minimize long term capital improvement costs



Be Innovative. We will look for creative solutions and present them to you throughout the contract. We will help the County identify and procure outside funding whenever possible



Team with Other Consultants. Kimley-Horn has worked with a number of local firms on a variety of projects in the past number of years. We are committed to utilizing local subconsultants when the opportunity arises and are teaming with **kasper + associates, Surveying and Mapping (SAM)** to provide all surveying needs, and **CSI Geo** to provide CEI and geotechnical services from a local perspective for this contract.



Provide Community Support. Outreach to the community can be as important as the design of a project. We can facilitate neighborhood meetings, prepare all exhibits/media, present to the community, or simply provide support to the County's staff with their outreach activities.

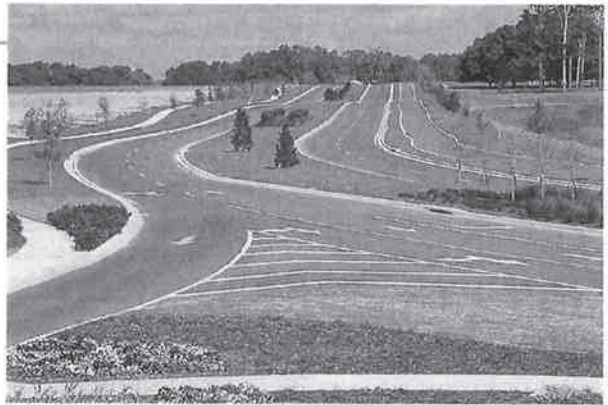


Innovation: We continually look for creative solutions to reduce project schedule and/or project costs and will present these solutions to County staff for acceptance. We have the expertise to help Nassau County identify and procure outside funding whenever possible.



Roadway Design

Roadway design is one of the cornerstone services Kimley-Horn provides our clients not only in Northeast Florida but throughout the nation. We have provided roadway design and permitting services for thousands of miles of roadway for small local city and county clients to state departments of transportation. Kimley-Horn has had a local presence in Northeast Florida for more than 25 years and provided roadway design services for numerous clients such as the City of St. Augustine, and St. Johns, Clay, Flagler, and Union Counties as well as with District Two of the Florida Department of Transportation. We have provided these services in rural and urban areas for roadways ranging from local subdivision streets to collector and arterial roadways as well as mainline interstate and interchange projects.



Kimley-Horn is fully equipped and staffed to deliver Nassau County any roadway design service requested under this contract. Our team has extensive roadway design experience ranging from pavement design and rehabilitation, horizontal and vertical design, intersection geometrics, roadside barrier warrant analysis and design, drainage design and permitting, ADA design and compliance review for pedestrian facilities, as well as the development of safe and efficient Temporary Traffic Control Plans.

Bridge/Structural Design

Kimley-Horn has been involved in the design of hundreds of bridge, culvert, overhead sign, signal support, and retaining wall structures throughout Florida. These structures have ranged from roadway and pedestrian structures over roadways, waterways, and various railroad company facilities. Our capabilities span throughout the life cycle of a structure, from concept to establish the most economical structure, to final design and construction, as well as the assessment of existing structure service life and load rating for bridges/culverts.



Drainage Design and Stormwater Management

Our expertise in drainage design includes hydrological and hydraulic analyses, surveying, planning, permitting, stormwater quantity and quality issues, and the design of all water control structures ranging from pipes, culverts, and canals to major water control and pump structures. We have designed culvert crossings, roads, levees, and bridges. Representative project areas range in size from 400 to more than 130,000 acres, and our engineers have been called upon by numerous public agencies and major agricultural, industrial, and residential developers. Our team has the expertise to conduct preliminary studies, prepare stormwater management plans, and coordinate permit applications on behalf of the County. Additionally, drainage systems do not work well without maintenance; we know how to achieve the best results from your existing system while designing and overseeing upgrades.

We know that many drainage issues require an understanding of local issues and desires. Our drainage engineering services encompass drainage consultation and permit application preparation, including applications to regional water management districts and various state agencies.



Architecture

The architectural team, **kasper architects**, will work in tandem with the engineering team to deliver the design elements of infrastructure. ***Civic architecture and public spaces are vital and primary structuring elements in cities.*** Streets, squares, promenades, boulevards, public parks and gardens, buildings, like schools, city halls, hospitals, and public structures, like bridges, tunnels, market halls and pavilions. A civic building should also meet the needs of those who work in it. Many newer public buildings excel in energy efficiency, which translates into comfortable working environments featuring daylighting, passive ventilation, and natural materials. kasper architects has had REVIT/BIM as an office standard since 2008, utilizing multiple plug-ins such as Dynamo, eSpec, Overtur, and Lumion. The design process is enhanced while using the technology, which then produces a very collaborative, efficient design process.

Lighting Design

Appropriate lighting — both aesthetically and functionally — can help provide clarity of directional cues for vehicles, service providers, bicyclists, and pedestrians. Kimley-Horn has lighting specialists who design and select light fixtures that are thematically and functionally suitable for each project.

Members of the Kimley-Horn team specialize in the areas of arterial street and intersection lighting design, highway lighting, power distribution design, and sign illumination design. We perform illumination, voltage drop, conduit fill calculations, and photometric calculations to determine the quantity, locations, and mounting heights required to achieve the desired illumination.

Our staff is thoroughly experienced in all of the electrical engineering considerations that may be included in your projects, including power distribution, lighting, communications, and security infrastructure. We bring a local understanding of the coordination needed with the local utilities and power service providers and understand the scope of a project not only in terms of its electrical engineering aspects, but also in relation to other disciplines.



Signalization Design

We have developed hundreds of signalization plans in Florida and built dozens of systems. Our systems are based on open architecture concepts and designed to meet the singular needs of the project as well as the maintaining agency. We use current operational models to help you optimize the timing and phasing of signals and systems, improving operations at an intersection, along a roadway, or throughout a busy corridor. From isolated signals to intersection design to intelligent transportation systems, our experienced staff can plan and design signals and systems to maximize existing and planned investments.

Multi-Use Trail and Recreational Facilities

Kimley-Horn takes a very collaborative approach in helping our clients create high-quality recreational facilities and multi-use trails. Through engaged listening to stakeholders, collaboration, and technical expertise, we strive to express the community's distinct character and ambiance the facility is intended to serve.

Having completed numerous parks, trails, and recreation-oriented projects across the U.S., from small amenity pocket parks and trails to 20,000-acre natural resource areas to systemwide park master plans, we emphasize the development of a functional, visually pleasing environment, featuring meaningful themes and strong connections to the community while being conscientious of development and long-term maintenance costs to our clients. Our team of planners and engineers also offers parks and recreation planning and design expertise in feasibility studies, systemwide master planning, multi-use trails, sports complexes, waterfront amenities, and equestrian facilities.





Transportation Planning/Modeling

Kimley-Horn has extensive experience in the development transportation planning studies and modeling. These include feasibility studies for new corridors, widening projects, intersection improvements, safety enhancements, and intelligent transportation systems. The foundation of this work is based on understanding the existing conditions and needs within the study area. We use innovative data collection methods such as probe vehicle data collection from Streetlight, INRIX, and Google/Ways to understand traffic patterns and conditions and using trends of this data to predict future conditions. We use technology to optimize our resources in data collection including apps to perform field inventories and consolidate



data and geolocate the information to expedite documentation and needs assessments. Our design experience allows us to ensure the recommendations we make in planning studies are practical, constructible, and our estimates are reasonable. Most importantly, we take the time to listen to stakeholder needs, identify the causes of the issues, and propose innovative solutions to meet your needs.

Our modeling experience includes using the 2045 NERPM-AB for travel demand forecasting and performing subarea and corridor validations and verifications for the appropriate use of the model for design traffic and traffic impact studies. We use SYNCHRO for traffic operations analysis based on the Highway Capacity Manual and VISSIM when simulation studies are justified such as for innovative geometric conditions. Our team also has unique and

unparallel experience with the application of the Highway Safety Manual and customized proprietary software tools that allow us to expedite analysis and generate solutions. Our proven experience and intimate knowledge of these software allow us to apply the right tool to meet the needs of each project.

Preliminary Engineering Studies (PES) and Project Development and Environment (PD&E) Studies

Kimley-Horn is well qualified to provide Preliminary Engineering Studies (PES) and Project Development and Environment (PD&E) studies. Our team completed the CR 210 and Roberts Road PES for St. Johns County, as well as PES's for various segments of multi-use trail in Wakulla County.

A PES is a critical part of the roadway design project to develop the right configuration to serve future traffic needs, understand any design constraints, evaluate environmental impacts, obtain public support, and identify the preferred alternative based on a detailed alternatives analysis. The PES also serves as basis for the right-of-way acquisition and the eminent domain process, if needed to acquire right-of-way. The PES is also a critical part of any public transportation project for which federal permitting is necessary or federal funding may be requested.

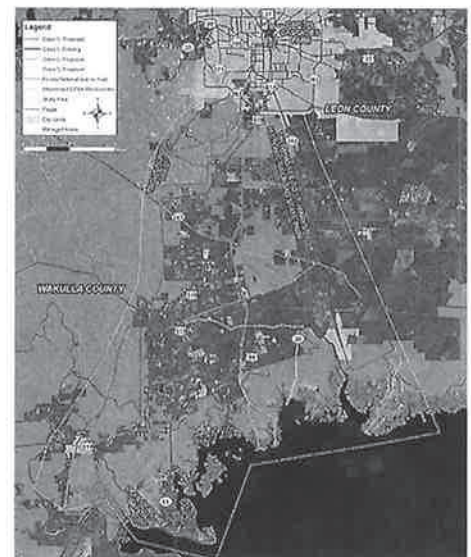
We understand the differences between a locally led PES and formal PD&E study requirements for federal funding requests. The scope and cost of a formal PD&E study that meets FDOT and FHWA requirements is much greater than what is needed for a locally funded transportation project.

Grants

Kimley-Horn understands that obtaining successful funding and the identification of potential public and private sources can be critical to Nassau County projects, and we will work to identify alternative funding and financing strategies within multiple categories. Kimley-Horn often deals with the complex regulations tied to the local use of federal funding and has been successful in obtaining grants for a number of municipalities. Our team will provide insight into the opportunities available and the procedures required to help Nassau County obtain funding.

Kimley-Horn has provided assistance to our clients resulting in more than \$247 million in grants and outside funding. We have developed a resource library of

Proposed Trail Network





information on state and federal funding sources and can assist Nassau County in making the most of available funding resources. Our team can research funding opportunities and prepare a Matrix of Funding Opportunities (Matrix) of potential funding pursuits that could assist in offsetting the cost of projects identified by the County. The Matrix will provide information such as the name of the funding source; description of possible use of the funds; grant or loan; specific terms/conditions as well as the deadline for funding application.

Impact Fee Analysis

The Kimley-Horn team is uniquely qualified to perform the review and analysis of developer submitted impact fee justifications to Nassau County. Our team has extensive experience throughout northeast Florida in Concurrency Fair Share, Mobility Fee and Impact Fee review and negotiation. Our team members have participated in numerous municipal discussions on these issues and were recently included as stakeholders in the Clay County Mobility Fee legislation. The team will consider the specific project descriptions and cost estimates submitted for each individual project and find them reasonable or unreasonable based upon Nassau County standards that have been approved by the County Commission and codified.

FDOT's Local Agency Program (LAP)

Kimley-Horn has extensive experience administering LAP-qualified projects. LAP provides federal funds to counties and cities to develop, design, and construct/improve transportation facilities. FDOT is the steward of these federal funds and is responsible for oversight of funded projects on behalf of the FHWA. Kimley-Horn's recent experience includes numerous LAP projects for cities and counties, such as sidewalk improvements, landscape enhancements, hardscape enhancements, and roadway reconstruction. With this previous experience, we have a great working relationship with the FDOT LAP coordinator which will help ensure that any SCRAP/SCOP or LAP funded projects move smoothly through the FDOT review and oversight process without adverse impacts to the County's project delivery schedule.



General/Site Civil Design

We provide site civil engineering for a wide range of projects and are experienced in addressing local regulations and working through existing site constraints to achieve your objectives. From site selection to initial design and on through construction, our civil engineers and land planners consult extensively with our traffic engineers, landscape architects, and environmental engineers to ensure a fully-integrated design that fulfills your goals and maximizes the return on your investment. We can verify that what is designed for a project site will actually fit the site and meet all local regulatory requirements. Current experience in Nassau County includes the Publix shopping center in the new Wildlight development.

Land Use Planning

Kimley-Horn's master plans are interdisciplinary in nature. We have a keen understanding of the relationships between urban design, land use, transportation, economic development, and placemaking. We are prepared to facilitate a community's vision, conceptualize short- and long-term improvement strategies, and begin implementation by revising appropriate policies, codes, and ordinances. The ultimate mission of our highly-qualified professionals is to capture the spirit and aspirations of your community through a tailored, realistic, and creative master plan.

Environmental Services and Permitting

We understand the regional issues, and we interact with federal, state, and local government agencies daily. We stay advised of current environmental regulations and regularly participate in rule-making decisions. By participating in the process and understanding how proposed changes affect environmental permitting and regulations, we can provide the best consulting advice to the County.

Our environmental team has experience working with state and federal agencies—including the SJRWMD and USACE—conducting listed species surveys, delineating wetlands, designing wetland mitigation and restoration areas, permitting, and conducting and managing assessment and remediation projects.



Our team is comprised of environmental scientists familiar with the ecosystems of Nassau County. This local understanding and experience with the local state and federal permitting agencies will save time getting up to speed and coordinating across disciplines as may be needed for this contract — giving a better final product for the County.

Utility Coordination

We know from experience that dealing with utility companies requires diligent coordination efforts. We have recently demonstrated our ability to successfully coordinate utilities on our roadway design work in Duval, St. Johns, and Clay Counties having coordinated with the utility providers in each of these counties.



We have an established relationship with many of the utilities in Northeast Florida which facilitate our ability to effectively manage the utility coordination process during any project and ensure that utility conflict resolution is coordinated in advance of the start of construction. This approach will prevent construction time delays and suspended costs for Nassau County. In addition, if needed, the Kimley-Horn team has the capability to design and prepare plans for any water, sewer, or gas line relocation work which may be required. This capability will allow our team to quickly respond to any utility relocation work as required.

Design Survey, R/W Mapping and SUE Services

We have teamed with **Survey and Mapping, LLC (SAM)** to provide design survey and right-of-way mapping services for this contract. SAM has unmatched work history throughout Northeast Florida and has provided numerous surveys for projects in Nassau County. In addition, SAM has full subsurface utility survey capabilities and will be able to verify the location of any critical underground utility locations. Kimley-Horn has a long working relationship with SAM in identifying and adjusting the design layout of projects to avoid/minimize utility conflicts prior to construction.

Geotechnical Investigations

Any required geotechnical investigations or recommendations needed under this contract will be provided by our proposed subconsultant, CSI Geo, Inc. Subsurface geotechnical investigations and recommendations are the basis for several engineering design tasks that may be needed with this contract. Data from geotechnical investigations will be utilized for drainage and pond site design, pavement design and rehabilitation recommendations, and design variables for the design of bridge or signal structures.

Bid Support and Construction Administration (CEI) Services

Kimley-Horn is well qualified to provide any level of construction phase administration services for Nassau County. We are familiar with typical governmental procurement procedures; in fact, in recent years, we have provided numerous bidding documents and specifications for Northeast Florida counties using Engineers Joint Contract Documents Committee (EJCDC) style contract specifications, with technical special provisions as needed. We understand the importance of correct tabulations of quantities based on FDOT Basis of Payment pay items. Our engineer's stay aware and advised of all FDOT design bulletins and changes to standard plans and specifications.



In addition to providing thorough bid documents, we take pride in being well versed in field inspection and contract administration during construction. Our senior engineers offer you much more than just top-notch plans and permitting coordination — we have dirt on our boots. In order to provide FDOT-style CEI services where needed, we have teamed with engineering firm CSI Geo, Inc. for the day-to-day CEI field services. Karle Maye, P.E. with CSI Geo will provide oversight to assure the project is built to meet the approved plans and specifications. Kimley-Horn and CSI -Geo know how to team together effectively: we are responsive and knowledgeable, we are experienced in dealing with roadway contractors, and we know how to properly document the construction process so that every directive and decision can be properly preserved for a complete and thorough project — which minimizes mistakes, delays, and change orders to the County.



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.

Kimley-Horn has an outstanding track record of dealing with these permitting agencies and obtaining challenging permits. From land developments encompassing thousands of acres to major municipal water treatment plants, Kimley-Horn has been responsible for permitting on development projects of all sizes and types. We are experienced in preparing permit applications for these agencies, know what is required to gain approval, and excel in providing the high level of coordination that facilitates the permitting process.

COST ESTIMATING

Our firm takes pride in designing "buildable" plans, and our knowledge of construction issues and costs is evidenced by the firm's outstanding record of on-time and on-budget completions. Our experience can be used to review plans and specifications to identify constructability issues early on in the process. Then, affordable adjustments can be made to maintain steady progress and avoid stop-work situations. Construction phase services include cost estimating, pre-bid services, construction administration, and observation. The key to successful CEI services is having the right people in the field that are knowledgeable in the work being performed. It is not only important for them to know how and why specific improvements are built and any variations in methods of construction, but they must form a trusting relationship with the contractor as the County's agent. This is critical to ensure there is one team in the field with a unified purpose of completing the job at hand. Accurate and consistent record keeping and regular communication with County staff will ensure you know the project is on schedule and that the County is getting the expected results.

We recognize that budget and schedule control are critical to the success of your program. Meeting your schedule for deliverables is not just a goal to us—it is a mandate.

APPROACH TO MAINTAINING PROJECT SCHEDULES AND BUDGET

We prepare project schedules for every assignment and monitor that schedule against the actual project milestone completion date. Depending on the magnitude of the project, project schedules are evaluated at different frequencies. For smaller projects, the schedule may be monitored on a weekly basis and on a biweekly or monthly basis for larger



projects. We use several different software packages including Microsoft Project and the Primavera scheduling programs to schedule our work. Our project managers will prepare a project schedule at the onset of a project and will update the schedule as necessary to reflect the actual status of the project. Our project schedules will include every critical component of a task assignment. These individual components will include the notice to proceed date, phase submittal dates, permit submittal dates, and any other component that needs to be monitored to ensure the success of the project. These components are also monitored at our weekly staff meetings to ensure they are completed in accordance with the project schedule. We will submit updated schedules on a monthly basis along with our invoices as deemed necessary by our clients.

Kimley-Horn is very progressive when it comes to understanding its current workload and its capacity to take on additional work without impacting our ability to service our client. Our proactive management process ensures the availability of firmwide and Florida-based resources for project staffing requirements. Through our management process, Castaheads, we forecast our workload over a one- and six-month period and can identify work overloads and/or shortfalls for each office and discipline.

Quality Control

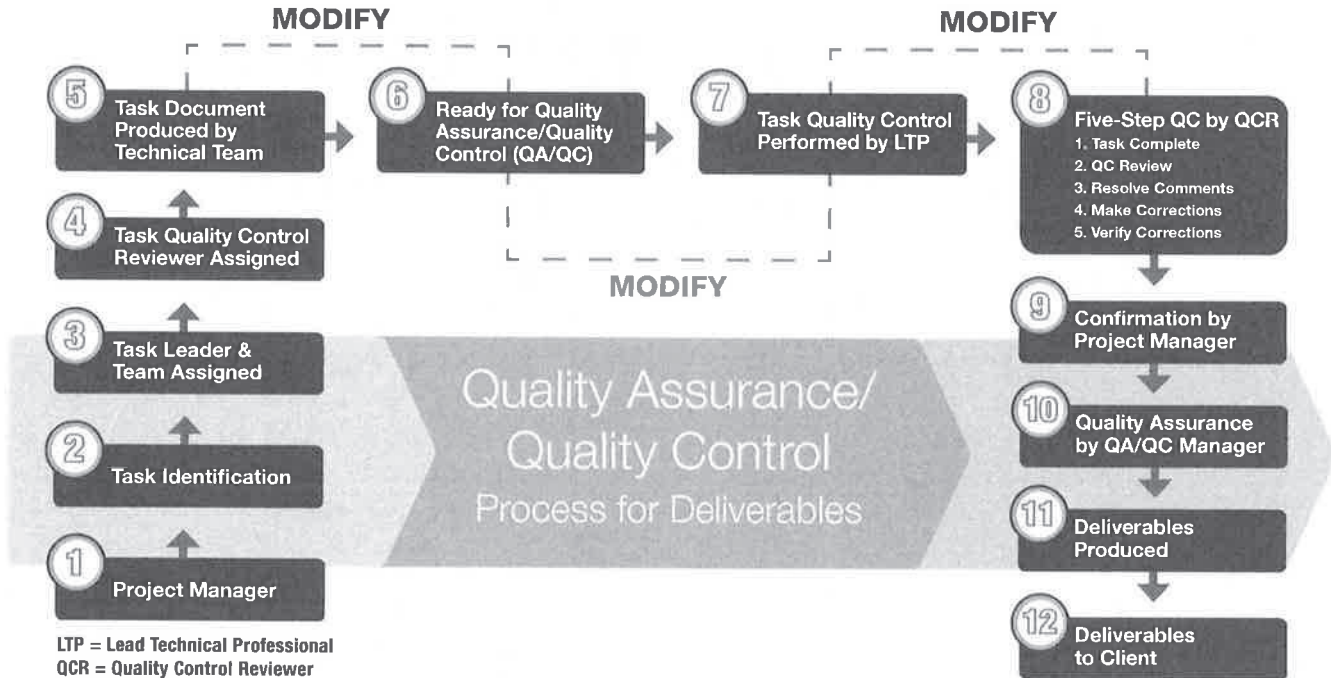
Quality control is central to Kimley-Horn's philosophy and the foundation for serving our clients. We understand that quality must be embedded from the beginning of each and every project/task work order and is not simply a task to be completed prior to the submittal of a deliverable. Our measure of quality is the degree to which we exceed our clients' expectations. We listen to your needs, document the projects' requirements, and formally develop a written project specific quality assurance/quality control (QA/QC) plan to meet the specific needs of every project and task work order. The project QA/QC plan is distributed to all project team members at our internal kick-off meet which includes our subconsultants. QA/QC procedures are an agenda items in all our regular internal project production meetings.



Internal Project Quality Control

Our internal QA/QC program includes a kickoff meeting with key team members to clearly define the scope, outline subtask responsibilities, establish schedules, and identify project milestones and goals. Our production manager will maintain a strict review of all plans, calculations, reports, etc. These QC reviews are not limited to senior staff. Engineering analysts and technicians are continually challenged to produce quality results and deliverables before they get to the project manager.

At the end of each phase, an internal Quality review is performed by our internal project team with the oversight of our Project Manager. Following this internal review, the project documents are submitted to our **QA/QC Manager Joseph Mecca, P.E.**, for the formal QA/QC review which is conducted by independent staff members.



The following steps summarize our formal program for complete quality management on each project:

Kimley-Horn's formal QA/QC process consists of a series of color-coded checks and backchecks to confirm that all QC comments have been addressed and incorporated into the final submittal documents to Nassau County prior to each and every submittal.

QA/QC Certification. With each submittal Kimley-Horn provides a written certification by our QA/QC Manager Joseph Mecca, P.E., confirming to Nassau County that our submittal has been reviewed in accordance with our project QC plan and that all comments have been addressed and incorporated in the project plans/reports.

Constructability/Biddability Review

As another level of quality assurance for our clients, Kimley-Horn also incorporates into our Quality Program a constructability and biddability review at the 90% design completion stage. This review is performed by our CEI team members to ensure the design is efficient from a construction sequencing perspective and that all quantities and bid items have been captured and are clear to prospective contractors. We believe that this is a unique additional level of plans review that Kimley-horn provides our clients. This additional construction level review prospective allows us to deliver designs/plans which translate into the lowest possible bids for clients since we have taken any uncertainty out of the construction documents.

SUBMITTAL REVIEW FOR <u>SR 222, 447032-1-52-01</u>			
Responsible Professional (RP)	Reviewer (R)	Signature	Date
PRODUCTION CHECKING COMPLETE READY FOR QC SUBMITTAL REVIEW (RP)		<i>Ellen Crist</i>	10/24/2022
CHECKED (R) Correct (Yellow Highlighter) Revise (Red)		<i>Ellen Crist</i>	10/24/2022
ADDRESS REVIEWER'S REVISIONS (RP) (Comment in Blue, Black and/or Pencil)		<i>Ellen Crist</i>	10/25/2022
CHANGE INCORPORATION (RP) (Yellow Highlighter over Reviewer's Red)		<i>Ellen Crist</i>	10/25/2022
VERIFICATION (R) Correct (Green) Revise (Red)		<i>Ellen Crist</i>	10/24/22



TAB 5

References



5. REFERENCES

The list that follows is for the specified contracts held within the last 5-years by participants within the local Jacksonville office. This list is not inclusive of the firm as a whole but rather a list of projects focused on the efforts of our Key Personnel team. Of the more than 425 on-call contracts we have won over the last 20 years, 420 have been from repeat clients. Winning these contracts and maintaining these relationships doesn't happen without an intense commitment to meeting time and budget requirements. Kimley-Horn's list of active continuing contracts within the last 5-years can be made available to the County at their request. This list is too extensive to include within our 50-page submittal.

You may ask why these clients chose Kimley-Horn out of all the top-class consulting firms they had to choose from. Chances are they'd tell you it was because we have a reputation for making them successful. We listen to their needs, meet their schedules, accomplish their missions, deliver results, and exceed expectations. You simply won't find this caliber of service anywhere else. We invite you to contact these references so that you can hear firsthand about the outstanding quality of service we routinely provide.

SR 121 Intersection Improvements – FDOT District Two

Kimley-Horn provided professional engineering services for this roadway and signalization safety improvement project on SR 121 from SR 26A to SR 26 in the City of Gainesville. These operational improvements were precipitated by a safety study and include adding additional capacity to northbound SR 121 and westbound SR 26A in response to a significant rear-end crash history. In addition to roadway improvements, design services for signalization and lighting design as well as utility relocation coordination services were provided. The existing mast arms were structurally analyzed to determine additional loading capacity where the structures could be retained with new signal head configurations. Bicycle signal heads were evaluated for use on this project and the use of green pavement markings were provided to better delineate/emphasize bicycle usage through the subject intersections.

Client: FDOT District Two, 2198 Edison Avenue,
Jacksonville, FL 32204, 904.360.5400

Client Project Manager: Peter Osborne, P.E.,
904.360.5608, Peter.Osborne@dot.state.fl.us

Performance Period: Letting April 2020

Amount of Contract: \$1.63 million (Est), TBD (Bid)

Project Team: Earl Wills, P.E., Wendy Krehbiel, P.E.,
RSP₂₁, Michelle Mecca, P.E., RSP₁, Jordan Leep,
P.E., Jessica Novak, P.E., Civil Services, Inc.

Avenues Walk Park-n-Ride Facility – Jacksonville Transportation Authority

Kimley-Horn provided engineering services for the design of multiple Bus Rapid Transit (BRT) improvements along the JTA's Blue Line (US 1 from Southside Blvd. to Emerson St.). One of these improvements included the JTA Avenues Walk Park-n-Ride Facility. Our services included development of a conceptual design layout followed by the final design of a new multimodal transit hub on a 4-acre site adjacent to the FEC railroad within the Avenues Walk development. This facility included a 2400-square-foot customer service building, a bus loop that accommodated four separate bus platforms as well as a separate public parking area for 100 vehicles. Design and construction plan components included paving and drainage, signing and pavement markings, landscape and irrigations, architectural building plan, ITS/Communication plans and JEA water and sewer adjustment/extensions.



Client: Jacksonville Transportation Authority, 100 N.
Myrtle Avenue, Jacksonville, FL 32203, 904.598.8711

Client Project Manager: Andy Rodgers, P.E.,
JTA Director of Construction and Automation,
904.633.8537, acrodgers@jtafla.com

Performance Period: 2016 - 2018

Amount of Contract: \$2.80 million (Est), \$2.95 million (Bid)

Project Team: Earl Wills, P.E., George Roland, P.E.,
Brian Deitsch, P.E., Wendy Krehbiel, P.E., RSP₂₁,
Jessica Novak, P.E., Jordan Leep, P.E., CSIGeo



CR 2209 at CR 244 Intersection Improvements — St. Johns County, FL

Kimley-Horn designed improvements at the intersection of CR 2209 and CR 244 for St. Johns County. The improvements consisted of adding a second northbound left turn lane, removal of the existing traffic island in the northwest corner of the intersection, reducing the radius at the northwest corner of the intersection, adjusting the crosswalks across the north and west legs of the intersection, adding a westbound right turn lane, a structural and gravity retaining wall system to accommodate the westbound right turn lane, and the corresponding signal modifications. A permit exemption was obtained from the St. Johns River Water Management District and the U.S. Army Corps of Engineers for the improvements. Kimley-Horn coordinated with the utility owners in the corridor to have their facilities moved prior to construction. These improvements were coordinated with the current design-build project that is connecting 9B to CR 2209.



Client: St. Johns County, P.O. Drawer 349,
St. Augustine, FL 32085, 904.209.0142

Client Project Manager: Donnie Tackett,
904.209.0142, dtackett@sjcfl.us

Performance Period: Completed 2018

Amount of Contract: \$806,244.81 (Bid)

Project Team: Earl Wills, P.E., George Roland, P.E.,
Michelle Mecca, P.E., RSP₁, Wendy Krehbiel, P.E., RSP₂₁

SR 5A Resurfacing — FDOT District Two

Kimley-Horn provided professional engineering and plans production services for the milling and resurfacing of SR 5A from north of King Street to SR 16 (Picolata Road) in through historic downtown St. Augustine. The project also included drainage improvements, sidewalk, signalization upgrades for vehicle detection, and installation of RRFBs at uncontrolled pedestrian crossings through downtown historic St. Augustine. Drainage improvements were made to replace existing drainage outfall pipes with backflow preventers to mitigate storm surge flooding in response to Hurricanes Matthew and Irma, which occurred during the design. Modified special provisions for fuel-resistant asphalt were required in areas where horse carriages park and the pavement design was modified accordingly. Additionally, the existing on-street parking was inventoried to remove non-compliant spaces that interfered with sight distance at intersections and also to allow for the construction of bulb-outs at the RRFB locations. The signalization upgrades were completed within a very constrained ROW.



Client: FDOT District Two, 2198 Edison Avenue,
Jacksonville, FL 32204, 904.360.5400

Client Project Manager: Renee Brinkley,
386.961.7392, renee.brinkley@dot.state.fl.us

Performance Period: Completed March 2019

Amount of Contract: \$2.08 million (Est), \$1.91 million (Bid)

Project Team: Earl Wills, P.E., Jessica Novak, P.E.,
Wendy Krehbiel, P.E., RSP₂₁, George Roland, P.E.

Department of Economic Opportunity Community Planning Technical Assistance Grant — High Springs, FL

The City of High Springs requested a grant to help offset the costs associated with the rewrite of their Comprehensive Plan. The City's current plan was last updated in full in 2010 and was not unique to High Springs (references to another community were actually found in the document). Allison worked with the City to develop a grant submittal that explains the disservice residents have experienced by not having a tailored plan and outlining the benefits of rewriting the plan from scratch.

Client: City of High Springs, 23718 W. US Hwy
27, High Springs, FL 32643, 386.454.2134

Client Project Manager: Joel DeCoursey, Jr., City
Manager, 386.454.1416, jdecoursey@highsprings.us

Performance Period: 2019 - 2020

Amount of Contract: \$2,250

Project Team: Allison Megrath, AICP



Department of Economic Opportunity Community Planning Technical Assistance Grant — Archer, FL

Given that their last Evaluation and Appraisal Report (EAR) was performed in 2010, and their Comprehensive Plan was originally adopted in 1991, the City of Archer requested a grant to conduct visioning sessions and foster community engagement through the EAR process and subsequent update of their Comprehensive Plan. Kimley-Horn is working on the Community Visioning effort alongside the North Central Florida Regional Planning Council who are preparing the EAR. This mutually benefitted overlap will provide good input and result in a great partner based on good faith.

Client: City of Archer, 16870 SW 134th Ave.,
Archer, FL 32618, 352.495.2880

Client Project Manager: Charles (Tony) Hammond CCM,
City Manager, 352.495.2880, thammond@cityofarcher.com

Performance Period: 2019 - 2020

Amount of Contract: \$2,250

Project Team: Allison Megrath, AICP

SW Campus Transportation Improvements — University of Florida

The SW Campus Transportation Improvements project includes the proposed extension of IFAS Research Drive to the intersection of SW 23rd Terrace at SW Archer Road along with other campus roadway improvements. As part of this project, Kimley-Horn prepared an Intersection Control Evaluation (ICE) study and coordinated with the Florida Department of Transportation to determine the proposed improvements at the intersection of SW 23rd Terrace and Archer Road. Following the ICE study, Kimley-Horn prepared the design plans for the realignment of SW 23rd Terrace and the improvements at the intersection at Archer Road including a new traffic signal.

Client: University of Florida, P.O. Box 116580,
Gainesville, FL 32611, 352.273.4030

Client Project Manager: Stuart Cullen,
352.273.4030, stuartcullen@ufl.edu

Performance Period: 2019 - Ongoing

Amount of Contract: \$150,000 Est.

Project Team: Chris Towne, P.E.

Engineering Design Services for C-475 Small County Outreach Program (SCOP) Project — Sumter County, FL

This project involves widening and other improvements for existing C-475 limits beginning approximately 600 feet north of Walker Avenue in Bushnell and ending at the current ramp improvement project at C-470. Improvements include: milling and resurfacing of the existing asphalt surface course along the length of the project; design and permitting of a potable water main extension; surveying and mapping services; geotechnical explorations; environmental assessments and permitting; roadway design and construction plans; hydrologic, hydraulic, and structural components of the proposed Jumper Creek bridge crossing; permitting; and bid documents and assistance.

Client: Sumter County, 7375 Powell Road, Wildwood,
FL 34785, P: 352.689.4400, F: 352.689.4401

Client Project Manager: Bradley Arnold,
352.689.4400, bradley.arnold@sumtercountyfl.gov

Performance Period: 2018

Amount of Contract: \$500,000

Project Team: Earl Wills, P.E., Chris Towne, P.E.





CR 361 Over Clearwater Creek Bridge (No. 380040) Replacement PD&E and Design

— FDOT District Two

Kimley-Horn is leading the completion of the PD&E study for the CR 361 bridge over Clearwater Creek for FDOT District Two. The study includes the evaluation of the flow of Clearwater Creek in the areas as well as the future hydraulic needs. In addition, existing and future traffic is considered to determine to develop replacement options. Replacement options are developed and evaluated for impacts to the natural and social environment, as well as the feasibility for maintaining traffic and constructability.

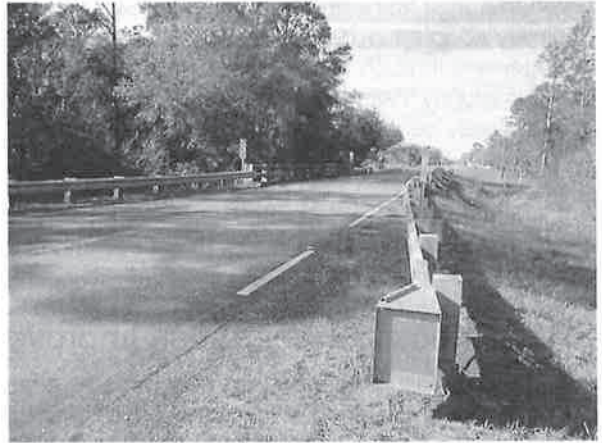
Client: FDOT District Two, 2198 Edison Avenue,
Jacksonville, FL 32204, 904.360.5400

Client Project Manager: Jeff Bailey,
904.360.5400, jeff.bailey@dot.state.fl.us

Performance Period: 2016 - Ongoing

Amount of Contract: \$1 million

Project Team: Earl Wills, P.E., Jessica Novak, P.E.,
Wendy Krehbiel, P.E., RSP₂₁, George Roland, P.E.



Santos Trail Design-Build — Ocala, FL

Kimley-Horn was selected, along with DAB Constructors, for Marion County's Santos Trail design build multi-use trail project. The project consists of 8 miles of paved asphalt bicycle trails through the existing Cross Florida Greenway. The project was funded by FDOT's local agency program and required extensive coordination with FDEP and public outreach to interested environmental groups. As part of the project, Kimley-Horn evaluated the structural capability of the existing I-75 land bridge, prepared full design plans and specifications, and oversaw the relocation of dozens of gopher tortoises.

Client: Marion County, 601 SE 25th Avenue,
Ocala, FL 34471, 352.438.2300

Client Project Manager: Mounir Bouyounes,
352.438.2300, Mounir.bouyounes@marioncountyfl.org

Performance Period: 2016 - 2018

Amount of Contract: \$264,700

Project Team: Earl Wills, P.E., Wendy Krehbiel, P.E., RSP₂₁



Sarasota County Legacy Trail Extension Design — Sarasota County, FL

Kimley-Horn is providing Sarasota County with trail design and related engineering and landscape architectural services for the Legacy Trail Extension project from Culverhouse Nature Park to Payne Park, as well as the North Port Connector trail from the east end of pavement on Forbes Trail to Warm Mineral Springs park. For these two segments, Kimley-Horn is providing trail design and related civil engineering, structural/bridge engineering, bridge inspection, planning/landscape architecture, environmental assessment/permitting, stormwater management, utilities infrastructure, communication system, and community engagement services.

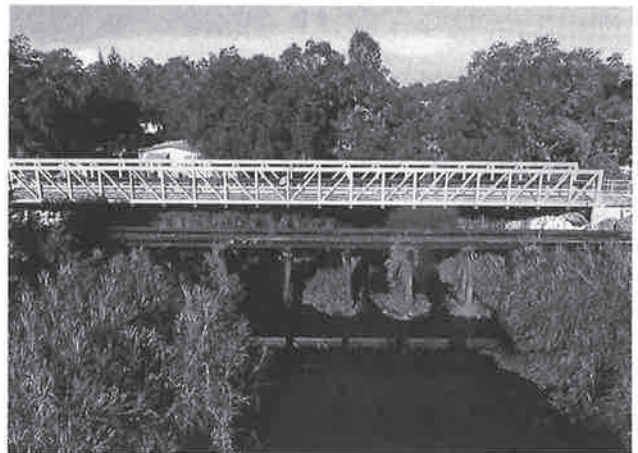
The Legacy Trail Extension segment of the project (approximately 8.9 miles) consists of trail improvements along the old Seminole Gulf Railroad right-of-way and includes trail improvements, drainage, landscaping, three trailheads including lighting, seven rest stops, two trail bridges (to be inspected and evaluated for rehabilitation), numerous at grade crossing requiring signing and markings, signalization and landscape improvements along the entire trail. Additionally, this segment of the project includes utility improvements consisting of a new water main, reclaimed water main and communication conduit with fiber.



The North Port Connector trail segment of the project (approximately 4.8 miles) consists of an at grade asphalt and graded shell trail, three trail bridges (which may be box culverts depending on hydraulic evaluations).

This project that will stitch together the community where the railroad once divided the residential communities from across the tracks. This trail is a community treasure that will ultimately provide connectivity to these areas, enhancing user experience and value to the community.

In order to meet the County's requirement for accelerated project delivery, Kimley-Horn is utilizing multiple teams to offer multiple dedicated trail teams supported by engineering/planning/architectural disciplines capable of designing each segment of trail simultaneously.



Client: Sarasota County, 1001 Sarasota Center Blvd., Sarasota, FL 34240, P: 941.861.5000, F: 941.861.0762

Client Project Manager: Curtis Smith, 941.861.0564, crsmith@scgov.net

Performance Period: 2019 - Ongoing

Amount of Contract: \$5.6 million

Project Team: Joseph Roberts, P.E., Victor Gallo, P.E., Jordan Leep, P.E.

Space Coast Trail PD&E Study & Final Design — FDOT District Five

The vision for this project is a 30-mile shared-use multiuse trail within the Merritt Island National Wildlife Refuge (MINWR) and Canaveral National Seashore (CANA). The project is located within Brevard and Volusia counties and the proposed trail would become part of the Coast to Coast Trail and St. Johns River to Sea Loop Trail. The approach is to conduct a PD&E study for the trail along various alignments, to consider the environmental impacts associated with each alignment and coordinate with the federal agency partners for consistency with the MINWR and CANA management plans.

As a part of the public involvement strategy, monthly coordination meetings are held with the U.S. Fish and Wildlife Service (USFWS), National Park Service (NPS), National Aeronautics and Space Administration (NASA), Space Coast TPO, and City of Titusville. The public involvement approach also includes extensive outreach to trail advocates and active visitors to MINWR and CANA. The existing conditions and data collection plan includes conducting wetlands mapping, Florida scrub-jay surveys, gopher tortoise surveys, and cultural resources surveys to determine the environmental effects and required mitigation for the proposed trail.

In consideration of alternatives for the trail, the project was divided into east-west and north-south segments. Portions of the project considered a 12-foot wide shared-use path along a berm, a shared-use path along an existing railroad, and buffered bike lanes. Alternatives developed also considered bridge crossings, roadway crossing options, and traffic calming solutions. A comprehensive series of stakeholder interviews are in process to gain input from specific and targeted groups that represent major organizations or that have a major influence. The final deliverable includes an Environmental Assessment (EA) for USFWS and NPS signature as well as a State Environmental Impact Report (SEIR) for FDOT District Five signature. NASA is a cooperating agency on this project.

This is a local agency program (LAP) project.

Client: FDOT District Five, 719 S. Woodland Blvd., DeLand, FL 32720, P: 386.943.5000, F: 386.943.5713

Client Project Manager: Jazlyn Heywood, 386.943.5000, jazlyn.heywood@dot.state.fl.us

Performance Period: 2016 - Ongoing

Amount of Contract: \$1.4 million

Project Team: Victor Gallo, P.E.



Neptune Road PD&E Study – Osceola County, FL

Kimley-Horn is currently conducting a PD&E Study for the Neptune Road improvement project, an existing 3.9-mile roadway in Osceola County. After considering the context of the corridor, which includes neighborhoods, a middle school with sports fields, a park and a 10-foot shared use path on one side of the road – a typical section with 12-foot shared use paths on both sides of the road is being recommended for most of the project. The project includes the reconstruction of an existing 3.4-mile section of a two-lane rural roadway to a four-lane urban divided roadway with 12-foot shared use paths on both sides of the road. In the more developed and constrained 0.5-mile segment, the recommended improvement is a 5-lane section with 10-foot travel lanes, a 10-foot shared use path on one side of the road and a 6-foot sidewalk on the other side of the road. The Kimley-Horn team is analyzing and assessing the project's impact on the social, economic, cultural, natural, and physical environment in order to develop the location and design concept of the project in accordance with the FDOT and County policy, procedure, and requirements. Our scope of services includes public involvement, PD&E engineering, and environmental services.

Client: Osceola County, 1 Courthouse Square, Ste. 3100, Kissimmee, FL 34741, 407.742.0662

Client Project Manager: Joshua DeVries, 407.742.7813, Joshua.DeVries@Osceola.org

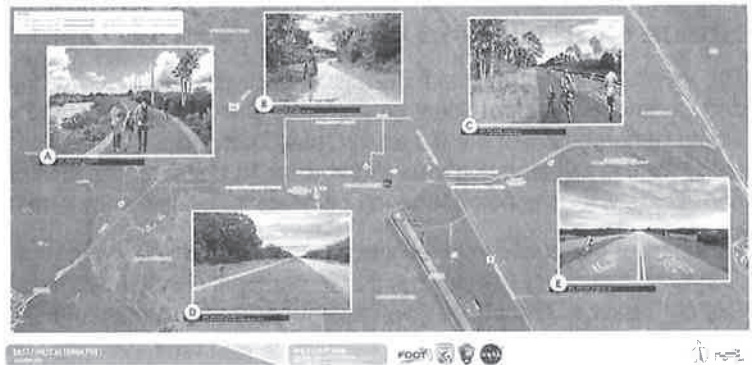
Performance Period: 2018 - Ongoing

Amount of Contract: \$1.3 million

Project Team: Joseph Roberts, P.E.

Northeast Gateway Phase 1/Welaunee Road PD&E Study – Tallahassee, FL

Kimley-Horn is the prime consultant completing the PD&E Study for the Northeast Gateway: Welaunee Boulevard PD&E Study in Leon County for Blueprint Intergovernmental Agency. The study is being completed to evaluate a Phase 1 of a new, north-south corridor in northeast Tallahassee, which is intended to improve regional mobility and enhance connectivity for motorized and non-motorized users. In addition, the Northeast Gateway will reduce traffic congestion on surrounding roadways resulting from existing, ongoing, and proposed development as well as serve to protect the City's Canopy Roads such as Miccosukee and Centerville Roads. Kimley-Horn has led study efforts for transportation demand modeling, traffic operational and safety analyses, environmental impact analyses, alignment generation, as well as community engagement which include the development and management of a project website.



Client: City of Tallahassee, 300 S. Adams Street, Tallahassee, FL 32301, 850.891.0000

Client Project Manager: Daniel (Dan) Scheer, P.E., 850.597.3663, Daniel.Scheer@blueprintia.org

Performance Period: 2018 - Ongoing

Amount of Contract: \$2 million

Project Team: Joseph Roberts, P.E., George Roland, P.E.

SR 10 (US 90) Complete Streets Corridor Assessment from SR 83 (US 331S) to 1st Street – FDOT District Three

Kimley-Horn is leading a corridor assessment to analyze and document fatal flaws, corridors, and feasible alternatives that may be carried into a PD&E study. During the study our team will identify two alternatives that best accommodate the purpose and need of the project while minimizing potential environmental impacts. A secondary objective of the study is to provide more specific information about potential environmental impacts, engineering challenges, and project costs. The corridor assessment will analyze alternatives and identify interim improvements to preserve the traffic level of service within the corridor over the next 25 years.

Client: FDOT District Three, 1074 U.S. Hwy 90 East, Chipley, FL 32428, 850.638.0250

Client Project Manager: Mark Brock, 850.330.1536, Mark.Brock@dot.state.fl.us

Performance Period: 2020 - Ongoing

Amount of Contract: \$50,700

Project Team:



Continuing Traffic Engineering Services – St. Johns County, FL

Kimley-Horn is currently serving the County on their continuing contract, which includes the following study types: Signal warrant analysis; Isolated intersection analysis (signalized and/or unsignalized); Roadway studies which include travel time and delay, speed zoning, no-passing zones, and highway lighting; Signalized arterial analysis; Supplemental work tasks which include 24-hour traffic counts, turning movement counts, pedestrian volume counts, pedestrian group size, vehicle gap size, and left-turn phase warrants; Signal design; Signal inspections; and Transportation planning and modeling. Kimley-Horn works with the County staff to develop solutions to operational or safety problems within the County. Below is a list of some assignments completed.



- **Safety/Operational Study – Intersection Analyses.** Various intersection studies throughout the County. Tasks include the examination of crash data for a three-year period, traffic count data, phasing analysis, and a qualitative assessment of field conditions and traffic operations. Locations studied – included Race Track Road and CR 223, Mizell Road, and W. Pope Road.
- **Traffic Signal Warrant Analyses –** Various unsignalized intersection studies throughout the County. Tasks include the examination of crash data for a three-year period, traffic count data, traffic signal warrants, and a qualitative assessment of field conditions and traffic operations. Recommendations were made regarding the need for signalization or other improvements. Locations studied included Longleaf Pine Parkway and North and South Durbin Parkway, SR 16 and Industry Center Drive, Palm Valley Road and Canal Boulevard, W King Street and N Volusia Street, CR 210 and Shearwater Parkway, CR 210 at St. Johns Commons/Kingsley Lake Drive, Wildwood Drive and South Winterhawk Drive/Marisa Drive, CR 210 and Cumberland Park Drive, and CR 210 and Nature Walk Parkway.
- **Lewis Point Road Access Review –** Completed an access management review of Lewis Point Road from US 1 to Old Moultrie Road. The final report recommended the reduction to a three-lane cross section with bikes lanes which would not negatively impact the level of service along the corridor.
- **Pedestrian Crossing Evaluations –** Various crosswalk studies throughout the County. Tasks included the examination of crash data for a three-year period, vehicle and pedestrian count data, and a qualitative assessment of field conditions and traffic operations. The pedestrian crossing is evaluated, and a recommendation made for the type of treatment warranted. Locations studied included Corona Road and Rutile Drive/Sea Winds Lane, W King Street from N Volusia Street to Family Dollar, Longleaf Pine Parkway and Shetland Drive/Mahogany Bay Drive, CR 203 (Ponte Vedra Boulevard) and Mickler's Landing, Corona Road and Le Master Drive/Ponte Vedra Colony Circle, Corona Road and Rutile Drive/Sea Winds Lane Drive East, W King Street from Aiken Street to S Woodlawn Street, and Preservation Trail and Town Plaza Avenue.
- **SR A1A (Beach Boulevard) Crash Analysis –** Completed a crash analysis with collision diagrams along SR A1A (Beach Boulevard) from Bermuda Run Way to Pope Road. Crash trends were summarized to determine if any areas along the corridor warranted further review.
- **CR 13 Safety Study –** Safety study on CR 13 for two sections: 1) from CR 208 to CR 13A and 2) from SR 207 to Old Brick Road. The purpose of this study was to assess crash trends along the two segments to determine if any safety improvements were warranted and to evaluate if a favorable safety benefit-cost ratio and net present value can be obtained for any proposed improvements.
- **Holmes Boulevard Safety Study –** Safety study on Holmes Boulevard for four segments/intersections: 1) from Sanatorium Avenue to north of Murray Middle School, 2) from Collier Boulevard to Butler Avenue, 3) at Four Mile Road, and 4) Four Mile Road at SR 16. The purpose of this study was to assess crash trends along the four segments/intersections to determine if any safety improvements were warranted and to evaluate if a favorable safety benefit-cost ratio and net present value can be obtained for any proposed improvements.
- **Left Turn Phasing Studies –** Various left turn phasing studies completed throughout the County. The purpose of these studies was to assess the crash trends and evaluate existing geometric features and traffic conditions at the intersections to make recommendations for operational or safety improvements. Locations studied include Race Track Road at Durbin Creek Boulevard (western intersection), Race Track Road and Flora Branch Boulevard, and W. King Street and Palmer Street/Pellicer Lane.



- **Reduced Speed School Zone Concepts** – Reduced speed school zone concepts based on changes in the FDOT Speed Zone Manual, Chapter 15 and in accordance with FDOT Standard Index 17344. The changes required new signage and pavement markings which were shown on concepts for County staff to install. This task was completed for Durbin Creek Elementary, Fruit Cove Middle and Julington Creek Elementary schools along Race Track Road.
- **Roundabout Crash Analyses** – Completed a crash analyses with collision diagrams at Crosswater Parkway and Preservation Trail Parkway multi-lane roundabout. Crash trends were summarized to determine if any trends could be addressed with improvements.
- **Speed Studies** – Completed speed studies to determine if the posted speed limit was appropriate. Segments studied included Greenbriar Road from SR 13 to CR 210 and SR A1A (Beach Boulevard) from A1A to Pope Road.

Client: St. Johns County, 2750 Industry Center Road, St. Augustine, FL 32084, P: 904.209.0655, F: 904.360.5519

Client Project Manager: Rodney Cooper, P.E., 904.209.0111, rcooper@sjcfl.us

Performance Period: 2016 - Ongoing

Amount of Contract: Varied by project

Project Team: Michelle Mecca, P.E., RSP₁, Brian Deitsch, P.E., Wendy Krehbiel, P.E., RSP₂₁, George Roland, P.E.

Districtwide Traffic Safety Studies – FDOT District Two

Kimley-Horn has provided numerous traffic studies under this contract with FDOT District Two. We developed solutions to crash problems on state roads within the District and conducted various studies, including signal warrant analyses, intersection analyses, and arterial studies. We also reviewed all fatal crash records in the District and maintained the database log. Examples of typical work orders have included:



LONG-TERM IMPROVEMENTS (SHEET 2 OF 8 - SCALE'S ENTRANCE) FIGURE 06
KIMLEY-HORN

- **SR 9A/SR 152 (Baymeadows Road) Interchange Study** – Prepared a study for the SR 9A at SR 152 (Baymeadows Road) interchange in Jacksonville. Tasks included analysis of crash data, inventory of arterials, field observations and qualitative assessment, preparation of collision and condition diagrams, future traffic projections, capacity analysis, development of alternatives and recommendations, and benefit-cost analysis.
- **US 1 and SR 312 Arterial Study** – Prepared an arterial study that focused on safety for a 2.8-mile section in St. Augustine. Tasks included analysis of crash data, inventory of arterials, field observations and qualitative assessment, future traffic projections, capacity analysis, development of alternatives and recommendations, and benefit-cost analysis. The alternatives developed and analyzed for this study included grade separation and various unconventional intersection designs.
- **SR A1A/SR 212 (Beach Boulevard) Intersection Study** – Prepared a study for the SR A1A at SR 212 (Beach Boulevard) intersection in Jacksonville. Tasks included analysis of crash data, field observations and qualitative assessment, preparation of collision and condition diagrams, future traffic projections, capacity analysis, development of alternatives and recommendations, and benefit-cost analysis.
- **SR 212 (Beach Boulevard)/Eunice Road Signal Warrant Analysis** – Prepared a signal warrant study for the intersection of SR 212 (Beach Boulevard) in Jacksonville. Tasks included 24-hour traffic counts on each approach, an 8-hour turning movement count, analysis of crash data, and field observations and qualitative assessment during the peak hours.
- **US 17 (SR 5) PD&E Study** – Kimley-Horn served as the traffic consultant responsible for the design traffic of the US 17 PD&E study. The project limits are New Berlin Road to Pecan Park Road in Duval County. The project length is approximately four miles and includes five major study intersections. We developed design traffic volumes for the years 2015, 2025, 2035, and performed level-of-service analyses for the no build and proposed buildout alternatives.

Client: FDOT District Two, 2198 Edison Avenue, Jacksonville, FL 32204, 904.360.5400

Client Project Manager: Mario Dipola, 904.360.5629, mario.dipola@dot.state.fl.us

Performance Period: 2004 - Ongoing

Amount of Contract: \$1.5 million

Project Team: Michelle Mecca, P.E., RSP₁, Brian Deitsch, P.E., Wendy Krehbiel, P.E., RSP₂₁



Districtwide Traffic Safety Studies – FDOT District Three

This project includes completing studies and developing solutions to crash problems within the District on system and off system roads. Types of studies include signal warrant analyses, intersection analyses, and arterial studies. The following list of projects highlights some examples of work assignments Kimley-Horn has completed for the Department:

- **HSIP Safety Liaison Support and Technical Assistance to Local Agencies** – This assignment provides support to the Department for two primary tasks in support of the 2015 HSIP Application and Review process for candidate safety projects in District Three. The first task includes providing Local Agency Safety Liaison Support and the second task provides assistance reviewing the HSIP Candidate Project Applications.
- **SR 30 (US 98/Front Beach Road) and SR 30A (US 98) Bike and Pedestrian Safety Study** – This assignment includes performing a bike and pedestrian safety study of SR 30 (US 98/Front Beach Road) from Camp Helen State Park to the back gate of the Carillon Beach subdivision on Front Beach Road and SR 30A (US 98) from SR 30 (US 98/Front Beach Road) to the eastern shopping center entrances into the Publix and Winn Dixie. This study was requested based on citizen requests in the Carillon Beach area.
- **SR 81 and CR 2A (Royals Cross Road) Safety Study** – The purpose of this assignment is to conduct an intersection safety study which will include a roundabout justification analysis at the intersection of SR 81 at CR 2A (Royals Cross Road) located in Holmes County. The study will compare the advantages and disadvantages of this intersection as a roundabout and other possible solutions. Considerations will include levels of service, construction costs and impacts to right-of-way, driveway connections, and utilities.

Client: FDOT District Three, 1074 U.S. Hwy 90
East, Chipley, FL 32428, 850.638.0250

Client Project Manager: Michael Lewis P.E.,
850.638.0250, mike.lewis@dot.state.fl.us

Performance Period: 2014 - 2019

Amount of Contract: \$819,000

Project Team: Michelle Mecca, P.E., RSP₁,
Wendy Krehbiel, P.E., RSP₂₁, Earl Wills, P.E.,
Joseph Robertson, P.E., Jessica Novak, P.E.

Duval County Public Schools: Continuing Architectural School Services – Duval County, FL

kasper architects + associates currently holds continuing services agreements with 5 educational entities throughout Florida, primarily Northeast Florida.

During kasper architects' past 2 years as an annual architectural services provider for the Duval County Public Schools, tasks were successfully performed at multiple different schools throughout the county system. These tasks ranged from re-roofing for Twin Lakes Elementary, to a restroom renovation for Raines High School, along with improving the safety and security to six existing facilities.

Client: Duval County

Client Project Manager: Stacie D. Harvey,
904.390.2498, pageb1@duvalschools.org

Performance Period: Continuing since 2020

Amount of Contract: \$400k



Project Team: Eric Kasper AIA, Lauren Insalaco-Schwing AIA, Jason Martucci IIDA

Clay County Continuing Architectural School Services – Clay County, FL

We hold multiple contracts with Clay County District Schools and were recently given the task of providing a Feasibility Study for Keystone Heights. In addition to the Feasibility Study for the Clay County School District, we are also in the design process of the renovation to the administrative offices and stadium for Orange Park High School, restroom renovations to Ridgeview High School, and re-roofing for Middleburg High School.

Client: Duval County

Client Project Manager: Stacie D. Harvey,
904.390.2498, pageb1@duvalschools.org

Performance Period: Continuing since 2020

Amount of Contract: \$400k

Project Team: Eric Kasper AIA, Lauren Insalaco-Schwing AIA, Jason Martucci IIDA



TAB 6

Current Workload



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

Below is a list of the proposed team's current/projected workload. Each of these team members were selected not only because of their expertise in their respective disciplines and similar project experience, but also their availability to serve Nassau County. With our extensive resources between our 17 Florida offices and 100+ nationwide, we feel confident that we can deliver a high level of commitment and responsiveness to the County on any project.

Projects	Prime or Sub	Schedule for Completion	Team Members
RiversEdge Urban Redevelopment	Prime	78% (Completed in Phases)	Mike Mullis, Bill Schilling, Anna Walling, Brian Deitsch, Joe Mecca,
Legacy Trail Extension	Prime	98%	George Roland, Amber Gartner, Sarah Johnson, Victor Gallo, Katie Gleason
Entitlement Planning (City of Jacksonville)	Prime	98%	Blair Knighting
MLK Streetscape Phase I Design (City of St Augustine)	Prime	85%	Earl Wills, Jessica Novak, Terry Shaw, Mike Mullis, Ellen Crist, Alex Cremeans, Anna Walling
CR 238N Widening and Resurfacing	Prime	90%	Earl Wills, Jessica Novak, Ellen Crist, Alex Cremeans, Chris Towne, George Roland, Victor Gallo
St. Johns County Transportation On-Call	Prime	On-going as needed	Michelle Mecca, Bill Schilling, Wendy Krehbiel, Jack Hulsberg
Resurfacing of CR 229N from SR 121 to Baker County Line	Prime	85%	Earl Wills, Jessica Novak, Terry Shaw, Mike Mullis, Ellen Crist, Alex Cremeans, Anna Walling, Victor Gallo, Katie Gleason
NE Gateway Design (Blueprint Tallahassee)	Prime	75%	George Roland, Levon Hoomes, Chris Towne, Amber Gartner
Trail Feasibility Studies – Various locations (FDOT District 3)	Prime	On-going as needed	George Roland, Hao Chao, Amber Gartner
Cape Coral Community Parks	Prime	65%	Mike Mullis, Anna Walling
Bradenton Riverwalk	Prime	45%	Mike Mullis
FDOT D2 CSC Traffic Operations Minor Design	Prime	On-going as needed	Michelle Mecca, Bill Schilling, Wendy Krehbiel, Jack Hulsberg, Terry Shaw
FDOT D2 Traffic Operations Studies	Prime	On-going as needed	Michelle Mecca, Bill Schilling, Terry Shaw, Wendy Krehbiel, Jack Hulsberg, Elaine Brown
JTA Continuing-Transportation Planning	Prime	On-going as needed	Michelle Mecca, Bill Schilling, Terry Shaw, Wendy Krehbiel, Jack Hulsberg, Elaine Brown
City of St. Augustine Continuing Services-Transportation Planning	Prime	On-going as needed	Michelle Mecca, Bill Schilling, Wendy Krehbiel, Jack Hulsberg, Elaine Brown
St. Johns County Continuing Services Landscape	Prime	On-going as needed	Mike Mullis, Thomas Inman, Anna Walling
City of Jacksonville Beach-Updated Comp Plan	Prime	75%	Blair Knighting
Flagler County Continuing Services	Prime	On-going as needed	Thomas Inman, Brian Deitsch, Joe Mecca, Blair Knighting
Fernandina Beach Continuing Services	Prime	On-going as needed	Joe Mecca
City of Greenville Downtown	Prime	75%	Bill Schilling, Mike Mullis, Ann Walling, Joe Mecca
The Villages Miscellaneous On-going Services	Prime	On-going as needed	Chris Towne, Amber Gartner, Jessica Novak, Ellen Crist, Alex Cremeans
Ascension On Call Services	Prime	On-going as needed	Thomas Inman, Brian Deitsch, Joe Mecca



TAB 7

Technology



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.

We establish clear objectives as measured by project deliverables, schedules, roles, and constraints. We remain flexible by focusing on the content and quality of our activities rather than the form. We assign project staff to tasks wisely — by assigning the right people to support each task component at the right time to minimize project cost and deliver the best possible product. We strive to maintain consistency in task order leadership by making sure each project manager has the appropriate level of technical and managerial experience. We provide the pool of resources necessary to support each project manager who is driven to deliver the highest quality products and services by incorporating quality control into the process while remaining aware and sensitive to project schedules and budget.

Kimley-Horn is very progressive when it comes to understanding its current workload and its capacity to work with clients. Kimley-Horn utilizes a robust management information system to continuously track our project performance and productivity. One of the key elements of this management information system is our cast-aheads system. The cast-aheads system is the primary means of tracking and evaluating our staffing needs. Updated monthly firm-wide by all project managers, we use the cast-aheads system to define specific staffing needs for the upcoming month and for the next six months. **The objective is to balance the workload in a manner that maximizes the utilization of production staff while ensuring that all project requirements and client deadlines are met. This tool is another example of the importance Kimley-Horn places on client service.**

TEAMWORK BASED APPROACH Kimley-Horn recognizes that a teamwork-based approach is critical to successfully serve Nassau County and exceed your expectations for each assignment. Our project management plan is centered on the combined efforts of the **Project Manager, Earl Wills, P.E.** and **Deputy Project Manager Jessica Novak, P.E.** Each assignment will be considered individually based on the County's needs and the specific skill set of various team members. This approach allows Kimley-Horn to provide efficient and productive service at a great value.



A work plan will be developed to include project elements, such as staffing, schedule, project requirements, and implementation strategies. Our approach to project management is characterized by the following proven philosophies and policies, which are ingrained in Kimley-Horn's culture:

- Develop a clear understanding of what the project is to accomplish (what products and services we will deliver)
- Develop a comprehensive work plan and schedule to accomplish the project goals (when we will deliver)
- Set weekly milestones (more manageable) that support the larger milestones
- Review milestones with the project team on a weekly basis
- Involve stakeholders as integral members of the team
- Communicate with the County regularly on project status and outstanding issues
- Coordinate with other consultants
- Create an atmosphere that encourages clear communications and teamwork to accomplish the project goals

When a quick turnaround is needed, Earl has direct authority to allocate resources by bringing in staff from other offices. Resource sharing is not just something that we talk about; it is something that our project managers direct on a weekly basis. In short, Kimley-Horn has a no-nonsense, team-oriented, results-driven management approach that is saturated with top quality people who consistently produce superior results.

Geographic Information System (GIS) and Database Management. GIS is a specialized planning tool that allows Kimley-Horn's planners and engineers to model and analyze different project development scenarios, from the neighborhood scale to a regional plan. GIS has become the tool of choice for the innovative ecologist, land use planner, city manager, and governmental agency. The relational database of GIS is not limited to geographical data such as land use and zoning, but can include information such as transportation, housing, infrastructure, ecology, social issues, employment, emergency services, and economic parameters. ArcMAP, AutoCAD, and MS Access are the primary tools utilized for our GIS work, and Kimley-Horn has extensive experience in data collection, conversion, and modification to meet the needs of specific projects. Kimley-Horn can customize GIS applications to match a client's needs—from evaluating land use alternatives to educating and including the public in the decision-making process.

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 8

Hourly Rate Schedule

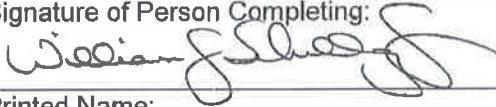
9. ATTACHMENTS/ADMINISTRATIVE INFORMATION

- Addendum Acknowledgment - Attachment A
- Signed Addenda
- Statement Of "No Response" - Attachment B
- Drug Free Workplace Certificate - Attachment C
- Public Entities Crimes Statement - Attachment D
- E-Verify – Attachment E (Exhibit A & B)
- Certificate of Insurance – Attachment F
- Federal Provisions Applicable To Consultant– Attachment G
- Experience Of Bidder– Attachment H



TAB 9 Attachments/Administrative Information

ATTACHMENT "A"
ADDENDA ACKNOWLEDGMENT

Acknowledgment is hereby made of receipt of addenda issued during the solicitation period.	Addendum # <u>1</u> through # <u>2</u> Date: Dec 19, 2022, Jan 9, 2023
Signature of Person Completing: 	
Printed Name: Bill Schilling, P.E.	Title: Senior Vice President

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



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

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

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

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

Questions & Answers:

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

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

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

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

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

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

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

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

Request for Qualifications

NC23-009-RFQ

Addendum 1

Continuing Contract for Professional Architectural and Engineering Services

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

Answer: Nassau County would be open to either or.

ACKNOWLEDGMENT IS HEREBY MADE OF RECEIPT OF THIS ADDENDUM

Vendor/Company Name Kimley-Horn and Associates, inc.

Vendor Signature:  **Date:** 1/23/23

End of Addendum #1



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

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

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

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

Questions & Answers:

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

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

2. Are any forms required from subconsultants?

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

3. Are any certificates or licenses required from subconsultants?

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

4. Do resumes count towards the page limit?

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

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

Request for Qualifications

NC23-009-RFQ

Addendum 2

Continuing Contract for Professional Architectural and Engineering Services

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Not Applicable

**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 _____
Kimley-Horn and Associates, 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.”

William Schilling
Authorized Signature

1/23/23

Date Signed

State of: FLORIDA
County of: DUVAL

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 23rd day of Jan., 2023 by William Schilling who is personally known to me or produced as identification.

Michelle J. Whitten
Notary Public

My commission expires: 6/1/2024



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 Kimley-Horn and Associates, Inc.
2. This sworn statement is submitted by Bill Schilling, P.E., Senior Vice President (entity submitting sworn statement), whose business address is 12740 Gran Bay Parkway West, Suite 2350, Jacksonville, FL 32258 and its Federal Employee Identification Number (FEIN) is 56-0885615. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)
3. My name is Bill Schilling, P.E. (please print name of individual signing), and my relationship to the entity named above is Senior Vice President.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
 - a) A predecessor or successor of a person convicted of a public entity crime; or
 - b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not to fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

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

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

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

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

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

William Schilling
Signature

1/23/23

Date

State of: FLORIDA

County of: DUVAL

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 23rd day of Jan., 2023 by William Schilling who is personally known to me or produced _____ as identification.

Michelle J. Whitten
Notary Public

My commission expires: 6/1/2024





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

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

JOHN A. CRAWFORD
Ex-Officio Clerk

DENISE MAY
County Attorney

TACO E. POPE, AICP
County Manager

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

CONTINUING CONTRACT FOR PROFESSIONAL ARCHITECTURAL AND
Project Name: ENGINEERING SERVICES

Bid No./Contract No.: RFQ NO. NC23-009-RFQ

DEFINITIONS:

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

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

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

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

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

(904) 530-6100

An Affirmative Action / Equal Opportunity Employer

- 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 Kimley-Horn and Associates, 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 Kimley-Horn and Associates, Inc (Contractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.

[Signature]
Print Name: Bill Schilling, P.E., Principal

Date: Jan 23, 2023

STATE OF FLORIDA

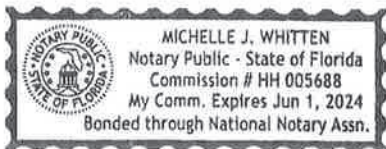
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 1/23/2023 (Date) by William Schilling (Name of Officer or Agent, Title of Officer or Agent) of Kimley-Horn and Associates, Inc (Name of Contractor Company Acknowledging), a Florida (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced _____ as identification.

[Signature]
Notary Public

Michelle Whitten
Printed Name

My Commission Expires: 6/1/2024



Kimley-Horn and Associates, Inc Profile **ACTIVE**

Company Information

Company Name	Kimley-Horn and Associates, Inc	Doing Business As (DBA) Name	---
Company ID	412062	Enrollment Date	May 02, 2011
Employer Identification Number (EIN)	560885615	Unique Entity Identifier (UEI)	DS7JWCWDLQU7
DUNS Number	061099131	Total Number of Employees	5,000 to 9,999
NAICS Code	541	Sector	Professional, Scientific, and Technical Services
Subsector	Professional, Scientific, and Technical Services		



Company ID Number:21804

Client Company ID Number:412062

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS USING A WEB SERVICES E-VERIFY EMPLOYER AGENT**

ARTICLE I

PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS), the Kimley-Horn and Associates, Inc (Employer), and the Web Services E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the Web Services E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

References in this MOU to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.

For purposes of this MOU, the E-Verify browser refers to the website that provides direct access to the E-Verify system: <https://e-verify.uscis.gov/emp>. You may access E-Verify directly free of charge via the E-Verify browser.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. Section 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II

RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. For purposes of this MOU, references to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.
2. By enrolling in E-Verify and signing the applicable MOU, the Employer asserts that it is a legitimate company which intends to use E-Verify for legitimate purposes only and in accordance with the laws, regulations and DHS policies and procedures relating to the use of E-Verify.
3. The Employer agrees to display the following notices supplied by DHS (through the Web Services E-Verify Employer Agent) in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - A. Notice of E-Verify Participation
 - B. Notice of Right to Work
4. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
5. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the Web Services E-Verify Employer Agent, and will be notified by the Web Services E-Verify Employer Agent when a new version of the E-Verify User Manual becomes available.
6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - A. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. 274a.2(b)(1)(B)) can be



Company ID Number:21804

Client Company ID Number:412062

presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

- B. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - A. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.
 - B. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.
9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.
10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.
11. The Employer must use E-Verify (through its Web Services E-Verify Employer Agent) for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.
12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B below) to contact DHS with information necessary to resolve the challenge.
13. The Employer agrees not to take any adverse action against an employee based upon the employee's



Company ID Number:21804

Client Company ID Number:412062

perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. Section 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).
15. The Employer agrees that it will use the information it receives from E-Verify (through its Web Services E-Verify Employer Agent) only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as Personal Identification Numbers and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.
16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
17. The Employer acknowledges that the information it receives from SSA through its Web Services E-Verify Employer Agent is governed by the Privacy Act (5 U.S.C. Section 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.
18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.
19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.
20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.
21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.



Company ID Number:21804

Client Company ID Number:412062

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF THE WEB SERVICES E-VERIFY EMPLOYER AGENT

1. The Web Services E-Verify Employer Agent agrees to complete its Web Services interface no later than six months after the date the Web Services User signs this MOU. E-Verify considers your interface to be complete once it has been built pursuant to the Interface Control Agreement (ICA), submitted to E-Verify for testing, and approved for system access.
2. The Web Services E-Verify Employer Agent agrees to perform sufficient maintenance on the Web Services interface in accordance with the requirements listed in the ICA. These requirements include, but are not limited to, updating the Web Services interface to ensure that any updates or enhancements are incorporated no later than six months after the issuance of an ICA. Web Services E-Verify Employer Agents should be aware that this will require the investment of time and resources. Compliance with the requirements of the ICA must be carried out to the satisfaction of DHS and or its assignees.
3. The Web Services E-Verify Employer Agent agrees to provide to SSA and/or DHS the names, titles, addresses, e-mail addresses, and telephone numbers of the Web Services E-Verify Employer Agent representative who will access information, as well as ensure cooperation, communication, and coordination with E-Verify. In addition, Web Services E-Verify Employer Agents must provide to SSA and/or DHS the names, titles, addresses, and telephone numbers of its clients and their staff who will access information through E-Verify. Web Services E-Verify Employer Agents must ensure the contact information is updated with SSA and DHS whenever the points of contact change.
4. The Web Services E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures. The Web Services E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.
5. The Web Services E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.
6. The Web Services E-Verify Employer Agent agrees that any of its representatives who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.
 - A. The Web Services E-Verify Employer Agent agrees that all of its representatives will take the refresher tutorials initiated by E-Verify as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the Web Services E-Verify Employer Agent is a Federal contractor.
 - B. Failure to complete a refresher tutorial will prevent the Web Services E-Verify Employer Agent and Employer from continued use of E-Verify.
7. The Web Services E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The Web Services E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.
8. The Web Services E-Verify Employer Agent agrees to obtain the necessary equipment to use E-Verify as required by the E-Verify rules and regulations as modified from time to time.
9. The Web Services E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.
10. The Web Services E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.
11. The Web Services E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.2 below.
12. The Web Services E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify rules and procedures. The Web Services E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Web Services E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability. If, however, the Web Services interface is unavailable due to no fault of E-Verify, then the three-day time period is not extended. In such a case, the



Company ID Number:21804

Client Company ID Number:412062

Web Services E-Verify Employer Agent must use the E-Verify browser during the outage.

13. The Web Services E-Verify Employer Agent agrees to ensure that all notices, referral letters and any other materials otherwise including instructions regarding tentative nonconfirmations, will be consistent with the most current E-Verify tentative nonconfirmation notices and referral letters, which are available on E-Verify's website.
14. The Web Services E-Verify Employer Agent agrees that any system or interface it develops will follow the steps for creating E-Verify cases and processing tentative nonconfirmations, as laid out in the ICA, this MOU and the User Manual, including but not limited to allowing an employer to close an invalid case where appropriate, allowing an employer to refer a tentative nonconfirmation only when an employee chooses to contest a tentative nonconfirmation (no automatic referrals), and referring a tentative nonconfirmation to the appropriate agency at the time the employer prints the referral letter and provides the letter to the employee. The Web Services E-Verify Employer Agent understands that any failure to make its system or interface consistent with proper E-Verify procedures can result in DHS terminating the Web Services E-Verify Employer Agent's agreement and access with or without notice.
15. When the Web Services E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the Web Services E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.
16. If data is transmitted between the Web Services E-Verify Employer Agent and its client, then the Web Services E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the Web Services E-Verify Employer Agent.
17. The Web Services E-Verify Employer Agent agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at . Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
18. The Web Services E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the Web Services E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.
 - A. The Web Services E-Verify Employer Agent agrees to cooperate with DHS if DHS requests information about the Web Services E-Verify Employer Agent's interface, including requests by DHS to view the actual interface operated by the Web Services E-Verify Employer Agent as well as related business documents. The Web Services E-Verify Employer Agent agrees to demonstrate for DHS the functionality of its interface to E-Verify upon request.
 - B. The Web Services E-Verify Employer Agent agrees to demonstrate, if requested by DHS, that it has provided training to its clients that meets E-Verify standards. Training programs must provide a focused study of the topics covered in the E-Verify User Manual and pertinent Supplemental Guides. Furthermore, training programs and materials must be updated as E-Verify changes occur. The Web Services E-Verify Employer Agent is encouraged to incorporate information from existing E-Verify materials, including the Enrollment Quick Reference Guide, the E-Verify Employer Agent Client Handbook (formerly known as the Designated Agent Client Handbook), and existing tutorials and manuals into their training program. E-Verify also encourages the Web Services E-Verify Employer Agent to supervise first-time use of the E-Verify browser or Web Services interface by its staff and Employer clients as part of any training program. The Web Services E-Verify Employer Agent agrees to submit its training program materials to DHS for review upon request.

Failure to provide adequate training could, in some instances, lead to penalties as described in Article V.F.1. of this MOU.
19. The Web Services E-Verify Employer Agent shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Web Services E-Verify Employer Agent shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your Web Services E-Verify Employer Agent services and any claim to that effect is false.
20. The Web Services E-Verify Employer Agent shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.
21. The Web Services E-Verify Employer Agent agrees that E-Verify trademarks and logos may be used only



Company ID Number:21804

Client Company ID Number:412062

under license by DHS/USCIS (see) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Web Services E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Web Services E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Web Services E-Verify Employer Agent may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The Web Services E-Verify Employer Agent shall ensure that the Web Services E-Verify Employer Agent and the Employers it represents carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The Web Services E-Verify Employer Agent should instruct the client to keep the Web Services E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the Web Services E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.
2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.
 - A. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
 - B. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
 - C. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
 - D. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
 - E. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
 - i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,



Company ID Number:21804

Client Company ID Number:412062

- ii. The employee's work authorization has not expired, and
 - iii. The Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- F. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
 - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
 - iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

- G. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.
3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

D. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent) through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. Section 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the E-Verify Employer Agent.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the E-Verify Employer Agent.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

E. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:
 - A. Automated verification checks on alien employees by electronic means, and
 - B. Photo verification checks (when available) on employees.
2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.



Company ID Number:21804

Client Company ID Number:412062

3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must



Company ID Number:21804

Client Company ID Number:412062

- allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
 3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
 4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.
 5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
 6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - A. Scanning and uploading the document, or
 - B. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
 7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
 8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
 9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV

SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer or the Web Services E-Verify Employer Agent for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

SYSTEM SECURITY AND MAINTENANCE

A. DEVELOPMENT REQUIREMENTS

1. Software developed by Web Services E-Verify Employer Agents must comply with federally-mandated information security policies and industry security standards to include but not limited to:
2. Public Law 107-347, "E-Government Act of 2002, Title III, Federal Information Security Management Act (FISMA)," December 2002.
3. Office of Management and Budget (OMB) Memorandum (M-10-15), "FY 2010 Reporting Instructions for the Federal Information Security Management Act and Agency Privacy Management," April 2010.
4. National Institute of Standards and Technology (NIST) Special Publication (SP) and Federal Information Processing Standards Publication (FIPS).
5. International Organization for Standardization/International Electrotechnical Commission (ISO/IEC) 27002, Information Technology - Security Techniques - Code of Practice for Information Security Management.
6. The Web Services E-Verify Employer Agent agrees to update its Web Services interface to reflect system enhancements within six months from the date DHS notifies the Web Services User of the system update. The Web Services User will receive notice from DHS in the form of an Interface Control Agreement (ICA). The Web Services E-Verify Employer Agent agrees to institute changes to its interface as identified in the ICA, including all functionality identified and all data elements detailed therein.
7. The Web Services E-Verify Employer Agent agrees to demonstrate progress of its efforts to update its Web Services interface if and when DHS requests such progress reports.



Company ID Number:21804

Client Company ID Number:412062

8. The Web Services E-Verify Employer Agent acknowledges that if its system enhancements are not completed to the satisfaction of DHS or its assignees within six months from the date DHS notifies the Web Services User of the system update, then the Web Services User's E-Verify account may be suspended, and support for previous releases of E-Verify may no longer be available to the Web Services User. The Web Services E-Verify Employer Agent also acknowledges that DHS may suspend the Web Services User's account after the six-month period has elapsed.
9. The Web Services E-Verify Employer Agent agrees to incorporate error handling logic into its development or software to accommodate and act in a timely fashion should an error code be returned.
10. The Web Services E-Verify Employer Agent agrees to complete the technical requirements testing which is confirmed upon receiving approval of test data and connectivity between the Web Services E-Verify Employer Agent and DHS.
11. DHS will not reimburse any Web Services E-Verify Employer Agent or software developer who has expended resources in the development or maintenance of a Web Services interface if that party is unable, or becomes unable, to meet any of the requirements set forth in this MOU.
12. Housing, development, infrastructure, maintenance, and testing of the Web Services applications may take place outside the United States and its territories, but testing must be conducted to ensure that the code is correct and secure.
13. If the Web Services E-Verify Employer Agent includes an electronic Form I-9 as part of its interface, then it must comply with the standards for electronic retention of Form I-9 found in 8 CFR 274a.2(e).

B. INFORMATION SECURITY REQUIREMENTS

Web Services E-Verify Employer Agents performing verification services under this MOU must ensure that information that is shared between the Web Services E-Verify Employer Agent and DHS is appropriately protected comparable to the protection provided when the information is within the DHS environment [OMB Circular A-130 Appendix III].

To achieve this level of information security, the Web Services E-Verify Employer Agent agrees to institute the following procedures:

1. Conduct periodic assessments of risk, including the magnitude of harm that could result from the unauthorized access, use, disclosure, disruption, modification, or destruction of information and information systems that support the operations and assets of the DHS, SSA, and the Web Services E-Verify Employer Agent and its clients;
2. Develop policies and procedures that are based on risk assessments, cost-effectively reduce information security risks to an acceptable level, and ensure that information security is addressed throughout the life cycle of each organizational information system;
3. Implement subordinate plans for providing adequate information security for networks, facilities, information systems, or groups of information systems, as appropriate;
4. Conduct security awareness training to inform the Web Services E-Verify Employer Agent's personnel (including contractors and other users of information systems that support the operations and assets of the organization) of the information security risks associated with their activities and their responsibilities in complying with organizational policies and procedures designed to reduce these risks;
5. Develop periodic testing and evaluation of the effectiveness of information security policies, procedures, practices, and security controls to be performed with a frequency depending on risk, but no less than once per year;
6. Develop a process for planning, implementing, evaluating, and documenting remedial actions to address any deficiencies in the information security policies, procedures, and practices of the organization;
7. Implement procedures for detecting, reporting, and responding to security incidents;
8. Create plans and procedures to ensure continuity of operations for information systems that support the operations and assets of the organization;
9. In information-sharing environments, the information owner is responsible for establishing the rules for appropriate use and protection of the subject information and retains that responsibility even when the information is shared with or provided to other organizations [NIST SP 800-37].
10. DHS reserves the right to restrict Web Services calls from certain IP addresses.
11. DHS reserves the right to audit the Web Services E-Verify Employer Agent's application.
12. Web Services E-Verify Employer Agents and Software Developers agree to cooperate willingly with the DHS assessment of information security and privacy practices used by the company to develop and maintain the



Company ID Number:21804

Client Company ID Number:412062

software.

C. DATA PROTECTION AND PRIVACY REQUIREMENTS

1. Web Services E-Verify Employer Agents must practice proper Internet security; this means using HTTP over SSL/TLS (also known as HTTPS) when accessing DHS information resources such as E-Verify [NIST SP 800-95]. Internet security practices like this are necessary because Simple Object Access Protocol (SOAP), which provides a basic messaging framework on which Web Services can be built, allows messages to be viewed or modified by attackers as messages traverse the Internet and is not independently designed with all the necessary security protocols for E-Verify use.
2. In accordance with DHS standards, the Web Services E-Verify Employer Agent agrees to maintain physical, electronic, and procedural safeguards to appropriately protect the information shared under this MOU against loss, theft, misuse, unauthorized access, and improper disclosure, copying use, modification or deletion.
3. Any data transmission requiring encryption shall comply with the following standards:
 - A. Products using FIPS 197 Advanced Encryption Standard (AES) algorithms with at least 256-bit encryption that has been validated under FIPS 140-2.
 - B. NSA Type 2 or Type 1 encryption.
4. User ID Management (Set Standard): All information exchanged between the parties under this MOU will be done only through authorized Web Services E-Verify Employer Agent representatives identified above.
5. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not yet upgraded its interface to comply with the Federal Acquisition Regulation (FAR) system changes. In addition, Web Services E-Verify Employer Agents whose interfaces do not support the Form I-9 from 2/2/2009 or 8/7/2009 should also use the E-Verify browser until the system upgrade is completed.
6. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not completed updates to its system within six months from the date DHS notifies the Web Services E-Verify Employer Agent of the system update. The Web Services E-Verify Employer Agent can resume use of its interface once it is up-to-date, unless the Web Services E-Verify Employer Agent has been suspended or terminated from continued use of the system.

D. COMMUNICATIONS

1. Web Services E-Verify Employer Agents and Software Developers agree to develop an electronic system that is not subject to any agreement that would restrict access to and use of by an agency of the United States.
2. The Web Services E-Verify Employer Agent agrees to develop effective controls to ensure the integrity, accuracy and reliability of its electronic system.
3. The Web Services E-Verify Employer Agent agrees to develop an inspection and quality assurance program that regularly, at least once per year, evaluates the electronic system, and includes periodic checks of electronically stored information. The Web Services E-Verify Employer Agent agrees to share the results of its regular inspection and quality assurance program with DHS upon request.
4. The Web Services E-Verify Employer Agent agrees to develop an electronic system with the ability to produce legible copies of applicable notices, letters, etc.
5. All information exchanged between the parties under this MOU will be in accordance with applicable laws, regulations, and policies, including but not limited to, information security guidelines of the sending party with respect to any information that is deemed Personally Identifiable Information (PII), including but not limited to the employee or applicant's Social Security number, alien number, date of birth, or other information that may be used to identify the individual.
6. Suspected and confirmed information security breaches must be reported to DHS according to Article II.A.17. Reporting such breaches does not relieve the Web Services E-Verify Employer Agent from further requirements as directed by state and local law. The Web Services E-Verify Employer Agent is subject to applicable state laws regarding data protection and incident reporting in addition to the requirements herein.

E. SOFTWARE DEVELOPER RESTRICTIONS

1. The Web Services E-Verify Employer Agent agrees that if it develops a Web Services interface and sells such interface, then it can be held liable for any misuse by the company that purchases the interface. It is the responsibility of the Web Services E-Verify Employer Agent to ensure that its interface is used in accordance with E-Verify policies and procedures.



Company ID Number:21804

Client Company ID Number:412062

2. The Web Services E-Verify Employer Agent agrees to provide software updates to each client who purchases its software. Because of the frequency Web Services updates, an ongoing relationship between the software developer and the client is necessary.
3. DHS reserves the right to terminate the access of any software developer with or without notice who creates or uses an interface that does not comply with E-Verify procedures.
4. Web Services Software Developers pursuing software development independent of serving clients as a Web Services E-Verify Employer Agent are not eligible to receive an ICA. At this time, E-Verify does not permit Web Services software development without also being a Web Services E-Verify Employer Agent or Web Services Employer.

F. PENALTIES

1. The Web Services E-Verify Employer Agent agrees that any failure on its part to comply with the terms of the MOU may result in account suspension, termination, or other adverse action.
2. DHS is not liable for any financial losses to Web Services E-Verify Employer Agent, its clients, or any other party as a result of your account suspension or termination.

ARTICLE VI

MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Web Services E-Verify Employer Agent may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the Web Services E-Verify Employer Agent may voluntarily terminate its MOU upon giving DHS 30 days' written notice. The Web Services E-Verify Employer Agent may not refuse to terminate the Employer based upon an outstanding bill for verification services.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Web Services E-Verify Employer Agent's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Web Services E-Verify Employer Agent or Employer, or a failure on the part of either party to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. A Web Services E-Verify Employer Agent for an Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Web Services E-Verify Employer Agent must provide written notice to DHS. If the Web Services E-Verify Employer Agent fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Web Services E-Verify Employer Agent agrees that E-Verify is not liable for any losses, financial or otherwise, if the Web Services E-Verify Employer Agent or the Employer is terminated from E-Verify.

ARTICLE VII

PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Web Services E-Verify Employer Agent, its agents, officers, or employees.



Company ID Number:21804

Client Company ID Number:412062

- C. The Web Services E-Verify Employer Agent may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Web Services E-Verify Employer Agent or the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Web Services E-Verify Employer Agent or the Employer.
- E. The Web Services E-Verify Employer Agent understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).
- F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the Web Services E-Verify Employer Agent and DHS respectively. The Web Services E-Verify Employer Agent understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Web Services E-Verify Employer Agent, as the case may be, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.
- G. The foregoing constitutes the full agreement on this subject between DHS, the Employer, and the E-Verify Employer Agent. Kimley-Horn and Associates, Inc (Employer) hereby designates and appoints Parui Biswajit (E-Verify Employer Agent), including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS.



Company ID Number: 21804
Client Company ID Number: 412062

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the E-Verify Employer Agent and DHS respectively.

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer Kimley-Horn and Associates, Inc

Barry Barber

Name (Please Type or Print)

Senior Vice President

Title

Barry Barber

Signature

5/2/11

Date

E-Verify Employer Agent Abso - Sterling Infosystems Company

Bruce King

Name (Please Type or Print)

Title

Electronically Signed

Signature

04/29/2011

Date

Department of Homeland Security - Verification Division

Julie K. Rondeau

Name (Please Type or Print)

Supervisory Mgmt & Program Analyst

Title

Julie K. Rondeau

5/2/2011



Company ID Number:21804

Client Company ID Number:412062

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer	
Name (Please Type or Print)	Title
Signature	Date
E-Verify Employer Agent	
Sterling Infosystems	
Name (Please Type or Print)	Title
Parui Biswajit	
Signature	Date
Electronically Signed	November 15, 2019
Department of Homeland Security - Verification Division	
Name	Title
Signature	Date



Company ID Number:21804

Client Company ID Number:412062

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Kimley-Horn and Associates, Inc
Company Facility Address	421 Fayetteville St, Ste 600 Raleigh, NC 27601
Company Alternate Address	
County or Parish	Wake
Employer Identification Number	56-0885616
North American Industry Classification Systems Code	Professional, Scientific, And Technical Services (541)
Parent Company	
Number of Employees	2,500 to 4,999
Number of Sites Verified for	0



Company ID Number:21804

Client Company ID Number:412062

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



Company ID Number:21804

Client Company ID Number:412062

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

Name	Lori Hall
Phone Number	(703) 674-1322
Fax Number	
Email Address	lori.hall@kimley-horn.com



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

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

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

JOHN A. CRAWFORD
Ex-Officio Clerk

DENISE MAY
County Attorney

TACO E. POPE, AICP
County Manager

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

Project Name: Nassau County Board of County Commissioners
Continuing Contract for Professional Architectural and Engineering Services

Bid No./Contract No.: NC23-009-RFQ

DEFINITIONS:

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

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

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

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

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

(904) 530-6100

An Affirmative Action / Equal Opportunity Employer

- 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 "B"

SUBCONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Kasper architects + associates (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 Kasper architects + associates (Subcontractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.



Print Name: Erik C. Kasper

Date: 01/10/2023

STATE OF FLORIDA

COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 01/10/23 (Date) by Erik C. Kasper (Name of Officer or Agent, Title of Officer or Agent) of Kasper architects (Name of Contractor Company Acknowledging), a Florida (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced _____ as identification.



Kayley Connell
Notary Public

Kayley Connell
Printed Name

My Commission Expires: 12/01/25



Company ID Number: 1637559

Approved by:

Employer Kasper Architecture & Development, Inc	
Name (Please Type or Print) Chris Densmore	Title Director of Architecture
Signature Electronically Signed	Date 02/02/2021
Department of Homeland Security – Verification Division	
Name (Please Type or Print)	Title
Signature Electronically Signed	Date



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

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

NC23-009-RFQ
Dist. No. 1 Fernandina Beach
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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: Nassau County Board of County Commissioners
Continuing Contract for Professional Architectural and Engineering Services

Bid No./Contract No.: NC23-009-RFQ

DEFINITIONS:

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

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

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

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

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

(904) 530-6100

An Affirmative Action / Equal Opportunity Employer

- 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 "B"
SUBCONTRACTOR E-VERIFY AFFIDAVIT

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

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

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

William R. Price

Print Name: William R. Price

Date: 1/13/2023

STATE OF FLORIDA

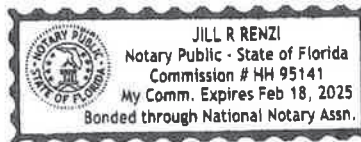
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 1/13/2023 (Date) by William R. Price, President (Name of Officer or Agent, Title of Officer or Agent) of CSI Geo, Inc. (Name of Contractor Company Acknowledging), a Florida (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced as identification.

Jill Renzi
Notary Public

Jill Renzi
Printed Name

My Commission Expires: 2/18/2025





Company ID Number: 387632

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

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

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name:	CSI Geo, Inc.
Company Facility Address:	2394 St. Johns Bluff Road. South Suite 200
	Jacksonville, FL 32246
Company Alternate Address:	
County or Parish:	DUVAL
Employer Identification Number:	261171128



Company ID Number: 387632

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

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

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



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

John Martin
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Thomas R. Ford
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NC23-009-RFQ
Dist. No. 1 Fernandina Beach
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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: Nassau County Board of County Commissioners
Continuing Contract for Professional Architectural and Engineering Services

Bid No./Contract No.: NC23-009-RFQ

DEFINITIONS:

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

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

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

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

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

(904) 530-6100

An Affirmative Action / Equal Opportunity Employer

- 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 "B"

SUBCONTRACTOR E-VERIFY AFFIDAVIT

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



Print Name: Chad M. Thurner
Date: 1/25/2023

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 1-25-23 (Date) by Chad Thurner (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
Susan Cartwright
Printed Name

My Commission Expires: _____



SUBCONTRACTOR VERIFICATION OF EMPLOYMENT ELIGIBILITY

Per Florida Statute 448.095, public sector Contractors and Subcontractors must register with and use the E-Verify system to verify the work authorization status of all newly hired employees.

By signing below, SAM, LLC ("Subcontractor"), a Subcontractor to Kimley-Horn, certifies that:

1. Subcontractor is aware of the requirements of Florida Statute 448.095.
2. Subcontractor is registered with and using the E-Verify system to verify the work authorization status of newly hired employees.
3. Subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
4. Failure to comply to the requirements of Florida Statute 448.095 will result in immediate termination of Subcontractor's Agreement with Contractor.

SUBCONTRACTOR:

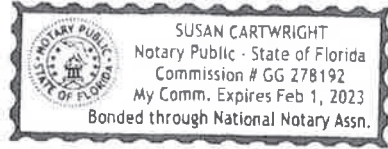
[Signature]
 Authorized Signature
Chad M. Thurner
 Printed Name
Office Manager
 Title
9/9/2022
 Date

STATE OF FLORIDA, COUNTY OF Leon
 The foregoing document was acknowledged before me
 on this 9th day of September, 2022

[Signature]
 Notary Public

My Commission Expires: 2-1-23

SEAL:



ATTACHMENT "F"
GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS

COMMERCIAL GENERAL LIABILITY INSURANCE

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

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

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

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

PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. **Right to Inventions Under Federal Grants:** If applicable, CONSULTANT shall comply with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

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

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

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

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

1. **FIRM NAME:** Kimley-Horn and Associates, Inc.
Address: 12740 Gran Bay Parkway West, Suite 2350
City/State/Zip: Jacksonville, FL 32258
Phone: 904-828-3942 **Email:** earl.wills@kimley-horn.com
Name of primary contact responsible for work performance: Earl Wills, P.E., Project Manager
Phone: 904-828-3942 **Cell Phone:** 904- 477-4568
Email: earl.wills@kimley-horn.com

2. **INSURANCE:**
Surety Company: _____
Agent Company: Greyling Ins. Brokerage/EPIC **Agent**
Contact: Jerry Noyola 770-220-7699
Total Bonding Capacity: \$ N/A **Value of Work Presently Bonded:** \$ _____

3. **EXPERIENCE:**
Years in business: 56
Years in business under this name: 56
Years performing this type of work: 56-although growth over the years has allowed for the expansion of services
Value of work now under contract: _____
(see financial capacity statement following this form)
Value of work in place last year: _____

Percentage (%) of work usually self-performed: 100%

Name of sub vendors you may use: Survey & Mapping (SAM), Kasper+architects, CSIGeo for CEI and Geotech

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

Kimley-Horn and its subsidiaries have provided services in all 50 states and numerous countries. Because of the many and varied projects we have completed, we are subject to various legal proceedings from time to time and in the ordinary course of business. It is not practical to provide a complete list as part of this proposal. None of the pending cases, if decided against Kimley-Horn, would have a material impact on our financial statements or impair in any way our ability to serve our clients. Generally, these matters are covered by insurance, and we consider them to be without merit. If you would like to discuss our legal matters in more detail, please contact Kimley-Horn's General Counsel, Richard Cook, at 919.677.2058.

4. PERSONNEL

How many employees does your company employ: 6,872

Position/Category (List all)	Full-time	Part-time
Management	3	
Professionals	6,677 (Includes Marketing, Legal, Accounting and HR)	
Administrative	170	
Production	22	

5. WORK EXPERIENCE:

List your three (3) most significant commercial accounts where the contract was similar in scope and size to this solicitation. The following projects are in addition to those featured with TAB 5 of the proposal.

Reference #1:

Company/Agency Name: Continuing Traffic Engineering Services, St. Johns County, FL

Address: 2750 Industry Center Road, St. Augustine, FL 32084

Contract Person: Rodney Cooper, P.E., Traffic Operations

Phone: 904.209.0111 Email: rcooper@sjcfl.us

Project Description: Traffic Studies, Traffic Calming, Traffic Warrant Analysis, Crash Analysis, Intersection Analysis, Roadway Design, Transportation Planning, Pilot Studies, Conceptual Design and Analysis and Mobility Planning on an as needed basis

Contract \$ Amount: \$307,840 to date

Date Completed: Ongoing

Reference #2:

Company/Agency Name: General Planning Services North Florida TPO

Address: 980 North Jefferson Street, Jacksonville, Florida 32209

Contract Person: Jeff Sheffield, Executive Director

Phone: 904.306.7512 Email: jsheffield@northfloridatpo.com

Project Description: Kimley-Horn provides general planning services to the North Florida TPO. The following are recent assignments completed or are ongoing: Atlantic and Neptune Beaches Town Center Parking Study, Congestion Management Process and Data Analytics, Smart North Florida Coalition Support, SMART St. Augustine Systems Engineering and Design-build

Contract \$ Amount: Criteria Package, Mobility for the Underserved, US 17 Corridor Study, Green Cove Springs, Annual Mobility Reports, Assessment of Probe Vehicle Data Sources, Smart North Florida and MPO Planning Scorecards

Date Completed: Ongoing as needed \$90,000+ Amount varies by project for design fees; implementation \$16M

Reference #3:

Company/Agency Name: SR A1A Avenida Menendez Mill and Resurface

Address: 1109 South Marion Avenue, Lake City, Florida 32025

Contract Person: Renee Brinkley, Consultant Project Management FDOT District 2

Phone: 386.961.7392 Email: renee.brinkley@dot.state.fl.us

Project Description: Kimley-Horn is providing professional engineering and plans production services for the milling and resurfacing of State Road (SR) 5A from north of King Street to SR 16 (Picolata Road) for the County of St. Johns. The project also includes drainage improvements, sidewalk, signalization upgrades, and the installation of Rapid Rectangular Flashing Beacon (RRFB) at uncontrolled pedestrian crossings through downtown historic St. Augustine. The drainage improvements are being made to replace existing drainage outfall

Contract \$ Amount: pipes with backflow preventers to mitigate storm surge flooding in response to Hurricanes Matthew and Irma. In addition, the existing on-street parking is inventoried to remove non-compliant spaces that interfere with sight distance at intersections.

Date Completed: \$753,254 Ongoing

REMINDER:

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



Kimley-Horn Financial Capability

Kimley-Horn and Associates, Inc. is a full-service engineering and consulting firm with approximately 5,400 employees and 96 offices in 29 states and Puerto Rico. The Company had 2021 revenues of \$1.5 billion. Kimley-Horn has been in business since 1967. We are financially strong, and we are committed to our continued financial health. As of December 31, 2021, the Company had total assets of \$803 million and stockholder's equity of approximately \$217 million. In addition to the financial resources noted, Kimley-Horn also has an untapped \$10 million operating line of credit available for short-term cash flow needs. The Company's cash flow continues to be very strong. We maintain a disciplined focus on business fundamentals, operate the firm conservatively, and our internal controls and business standards are designed to keep our foundation strong.

Kimley-Horn uses one institutional lender, Wells Fargo. If necessary, reference information can be obtained from the following contact:

Michael Pugsley
Senior Vice President
Wells Fargo Bank, N.A.
150 Fayetteville Street, Suite 600
PO Box 3008
Raleigh, NC 27601
(919) 881-6469

For any questions regarding Kimley-Horn's financial status, please contact Lindsey Balltzglier, Controller, at (919) 678-4141.



Earl Wills, P.E.

 **Office:** 904.828.3942 **Mobile:** 904.477.4568

 **Earl.Wills@kimley-horn.com**



Kimley»Horn

Expert More. Experience Better.

EXHIBIT "E" INSURANCE REQUIREMENTS

NC23-009-RFQ

ATTACHMENT "E" GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS

COMMERCIAL GENERAL LIABILITY INSURANCE

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

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

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

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

PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT "F"
FEDERAL PROVISIONS

FEDERAL PROVISIONS

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

Definition

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

Age Discrimination Act of 1975

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

Americans with Disabilities Act of 1990

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

Byrd Anti-Lobbying Amendment

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

Civil Rights Act of 1964 – Title VI

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

FEDERAL PROVISIONS

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

Civil Rights Act of 1968

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

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

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

Contract Work Hours and Safety Standards Act

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

Copeland “Anti-Kickback” Act

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

FEDERAL PROVISIONS

Davis-Bacon Act

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

Debarment and Suspension

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

Drug-Free Workplace Regulations

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

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

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

Energy Policy and Conservation Act

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

Fly America Act of 1974

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

FEDERAL PROVISIONS

Hotel and Motel Fire Safety Act of 1990

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

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

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

Patents and Intellectual Property Rights

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

Procurement of Recovered Materials

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

Terrorist Financing

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

Trafficking Victims Protection Act of 2000

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act of 2000*, (TVPA) as amended (22 U.S.C. § 7104). The award term is located at 2 CFR

FEDERAL PROVISIONS

Rehabilitation Act of 1973	<p>§ 175.15, the full text of which is incorporated here by reference in the standard terms and conditions for federally-funded procurements.</p> <p>All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of Section 504 of the <i>Rehabilitation Act of 1973</i>, 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.</p>
Universal Identifier and System of Award Management (SAM)	<p>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.</p>
USA Patriot Act of 2001	<p>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.</p>
Whistleblower Protection Act	<p>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.</p>
Termination Provisions	<p>Nassau County may terminate any resulting contract should the Contractor fail to abide by its requirements.</p>
Legal Remedies Provisions	<p>In instances where the Contractor violates or breaches contract terms the County shall use such sanctions and penalties as may be appropriate.</p>
Conflict of Interest Provisions	<p>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</p>