

**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 **Surveying And Mapping, LLC, doing business as SAM Surveying And Mapping, LLC**, located at 10250 Normandy Boulevard, Suite 604, Jacksonville, Florida 32221, hereinafter referred to as the “Consultant”.

**WHEREAS**, the County desires to obtain professional services for Surveying and Mapping Services on an “as needed” continuing basis, and said services are more fully described in the *County’s Request for Qualifications*, 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.

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**SECTION 2. Exhibits.**

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

**Exhibit A** COUNTY’S REQUEST FOR QUALIFICATIONS NC23-011-RFQ (“RFQ”), AS MODIFIED BY ADDENDA;

**Exhibit B** NEGOTIATED FEE SCHEDULE;

**Exhibit C** VENDOR’S RESPONSE DATED JANUARY 31, 2023, BUT ONLY TO THE EXTENT RESPONSIVE TO THE RFQ; AND

**Exhibit D** 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.

**SECTION 5. The County’s Responsibility.**

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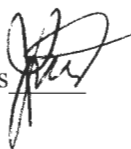
5.1 The County shall provide the Consultant with all required data, information, and services regarding the requirements and objectives for the services under this Contract. The Consultant shall rely upon the accuracy and completeness of any information, reports, data supplied by the County or the County's 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. 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](mailto:tgivens@nassaucountyfl.com), the Capital Projects Management Director, [ralbury@nassaucountyfl.com](mailto:ralbury@nassaucountyfl.com), and with a copy to [invoices@nassaucountyfl.com](mailto:invoices@nassaucountyfl.com). Invoices for services shall be paid in accordance with the Florida Prompt Payment Act found at Section 218.70, Florida Statutes. All invoices shall be accompanied by a report or statement identifying the nature of the work performed, the hours required and compensation for the work performed. The report or statement shall show a summary of fees. The County reserves the right to withhold payment to the Consultant for failure to perform the work in accordance with the provisions of this Contract, and the County shall promptly notify the Consultant in writing if any invoice or report is found to be unacceptable and will specify the reasons therefor. The Consultant shall have thirty (30) days to cure any failure upon written notice. Consultant shall honor all purchase orders or work authorizations issued prior to the expiration of the term of this Contract.

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.

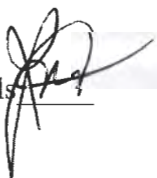
**SECTION 9. Equal Opportunity Employment.**

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.**

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

**SECTION 12. Expenses.**

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

**SECTION 13. Taxes, Liens, Licenses and Permits.**

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

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

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

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

14.1 This Contract shall be deemed to have been executed and entered into within the State of Florida and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida, the Ordinances of Nassau County, and any applicable federal statutes, rules and regulations. Any and all litigation arising under this Contract shall be brought in Nassau County, Florida, and any trial shall be non-jury. Any mediation, pursuant to litigation, shall occur in Nassau County, Florida.

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

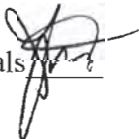
**SECTION 15. Modifications.**

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

**SECTION 16. Assignment and Subcontracting.**

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

16.2 In order to assign this Contract, or to subcontract any of the work requirements to be performed, the Consultant shall ensure and provide assurances to the County, that any subcontractor selected for work under this Contract has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Contract. The Consultant shall

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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 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.**

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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.

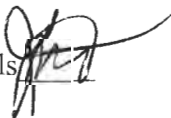
18.2 Upon termination of this Contract, the Consultant shall immediately (1) stop work on the date specified; (2) terminate and settle all orders and subcontracts relating to the performance of the terminated work; (3) transfer all work in process, completed work, and other materials related to the terminated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

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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.**

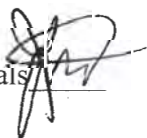
21.1 The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona 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.

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**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 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

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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.**

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.

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**SECTION 26. Indemnification.**

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

**SECTION 27. Insurance.**

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

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


**28.2** In the event the County elects to use the dispute resolution process under this section, the County shall send a written communication to the Consultant pursuant to Section 35 hereinbelow. The written notification shall set forth the County's interpretation of the terms of this Contract.

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

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

**SECTION 29. E-Verify.**

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

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

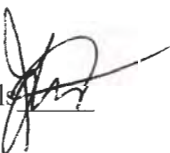
29.3 If the County has a good faith belief that a subcontractor knowingly violated this Section, but the Consultant otherwise complied with this Section, then the County shall promptly notify the Consultant and order the Consultant to immediately terminate this Contract with the subcontractor.

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

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

**SECTION 30. Public Records.**

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

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**RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, SUITE 6, YULEE, FLORIDA 32097.** Under this Contract, to the extent that the Consultant is

providing services to the County, and pursuant to Section 119.0701, Florida Statutes, the Consultant shall:

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

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

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

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

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

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

**30.6** A notice complies with Section 30.5 b. hereinabove, if it is sent to the County's 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.

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

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

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

**SECTION 32. Public Entity Crimes.**

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

**SECTION 33. Anti-Discrimination.**

33.1 The Consultant agrees that it will not discriminate in employment, employee development, or employee advancement because of religious or political opinions or affiliations, 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.**

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34.1 The Consultant shall not publicly disseminate any information concerning this Contract without prior written approval from the County, including but not limited to, mentioning the Contract in a press release or other promotional material, identifying the County as a reference, or otherwise linking the Consultant's name and either description of this Contract or the name of the County in any material published, either in print or electronically, to any entity that is not a party this Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

**SECTION 35. Notices.**

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

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

Consultant: Surveying And Mapping, LLC  
dba SAM Surveying And Mapping, LLC  
Attn: Contract Manager  
10250 Normandy Boulevard, Suite 604  
Jacksonville, Florida 32221

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**SECTION 36. Attorney's Fees.**

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

**SECTION 37. Authority to Bind.**

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

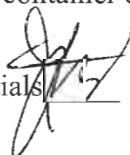
**SECTION 38. Conflicting Terms, Representations and No Waiver of Covenants or Conditions.**

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

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

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

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

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**SECTION 39. Construction of Contract.**

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

**SECTION 40. Headings.**

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

**SECTION 41. Entire Agreement and Execution.**

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

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

**SECTION 42. Change of Laws.**

42.1 If there is a change in any state or federal law, regulation or rule or interpretation thereof, which affects this Contract or the activities of either party under this Contract, and either party reasonably believes in good faith that the change will have a substantial adverse effect on that party's rights or obligations under this Contract, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of this 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

Initials 

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party may terminate this Contract by written notice to the other party. In such event, Consultant shall be paid its compensation for services performed prior to the termination date.

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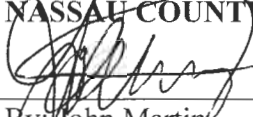
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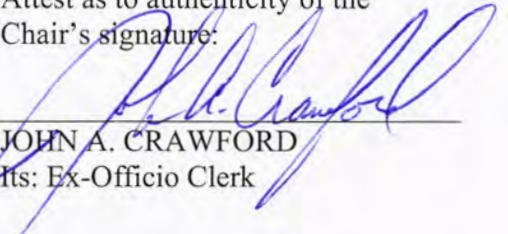
A handwritten signature in black ink, appearing to be initials, written over a horizontal line.

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

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


  
By: John Martin  
Its: Chairman  
Date: January 8, 2024

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

**SURVEYING AND MAPPING, LLC,  
DBA SAM SURVEYING AND MAPPING, LLC**

  
By: Patrick A. Smith  
Its: Executive Vice President  
Date: 12/8/2023

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**EXHIBIT "A"**  
**COUNTY'S REQUEST FOR QUALIFICATIONS**  
**NASSAU COUNTY**  
**FLORIDA**



**NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS**

**REQUEST FOR QUALIFICATIONS (RFQ)**

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

**RFQ NO. NC23-011**

**PROPOSALS ARE DUE NOT LATER THAN**

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

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## SECTION 1: PROJECT INFORMATION

### 1.1 PURPOSE:

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

## SECTION 2: SCOPE OF SERVICES

### 2.1 OVERVIEW

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **2.3 Additional Information**

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

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

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

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

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

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

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

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

## **SECTION 4: INSTRUCTIONS AND INFORMATION TO RESPONDENTS**

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

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

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



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

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

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

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

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

#### **TAB 1 – Cover Letter**

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

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

### **TAB 2 – Table of Contents**

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

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

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

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

### **TAB 4 – Project Understanding, Approach and Methodology**

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

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

### **TAB 5 – References**

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

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

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

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

### **TAB 6 – CURRENT WORKLOAD**

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

### **TAB 7 – TECHNOLOGY**

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

### **TAB 8 – HOURLY RATE SCHEDULE**

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

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

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

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

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

## SECTION 5. EVALUATION/SELECTION PROCESS

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

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

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

## SECTION 6. CONTRACT PROCEDURES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

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

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

**ATTACHMENT "C"**  
**DRUG FREE WORKPLACE CERTIFICATE**

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

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

[Remainder of the page intentionally blank.]



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

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

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

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

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

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

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

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

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

TO BE RETURNED WITH BID

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

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

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

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

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

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

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

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



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

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

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

JOHN A. CRAWFORD  
Ex-Officio Clerk

DENISE MAY  
County Attorney

TACO E. POPE, AICP  
County Manager

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

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

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

### DEFINITIONS:

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

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

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

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

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

**(904) 530-6100**

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

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

**CONTRACT TERMINATION:**

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

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

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

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

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

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

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

STATE OF FLORIDA

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

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

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

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

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

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

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

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

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

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

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

STATE OF FLORIDA

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

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

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

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

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

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

**COMMERCIAL GENERAL LIABILITY INSURANCE**

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

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

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

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

**PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)**

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

shall read as follows:

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

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

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

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

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

the contract.

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

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

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

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

### **FEDERAL NON-DISCRIMINATION PROVISIONS**

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

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



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

### ENVIRONMENTAL COMPLIANCE

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

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

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

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**ATTACHMENT "H"**  
**EXPERIENCE OF RESPONDENT**

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

1. **FIRM NAME:** \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_

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

Name of primary contact responsible for work performance: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

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

2. **INSURANCE:**

Surety Company: \_\_\_\_\_

Agent Company: \_\_\_\_\_

Agent Contact: \_\_\_\_\_

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

3. **EXPERIENCE:**

Years in business: \_\_\_\_\_

Years in business under this name: \_\_\_\_\_

Years performing this type of work: \_\_\_\_\_

Value of work now under contract: \_\_\_\_\_

Value of work in place last year: \_\_\_\_\_

Percentage (%) of work usually self-performed: \_\_\_\_\_

Name of subvendors you may use: \_\_\_\_\_

Has your firm: Failed to complete a contract: \_\_\_ Yes \_\_\_ No

Been involved in bankruptcy or reorganization: \_\_\_ Yes \_\_\_ No

Pending judgment claims or suits against firm: \_\_\_ Yes \_\_\_ No

4. **PERSONNEL**

How many employees does your company employ:

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

**5. WORK EXPERIENCE:**

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

Reference #1:

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

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

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

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

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

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

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

Reference #2:

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

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

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

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

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

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

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

Reference #3:

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

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

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

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

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

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

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

**REMINDER:**

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

ATTACHMENT "I"

**CONTRACT FOR \*\*\*\*\* SERVICES**

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

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

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

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

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

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

**SECTION 2. Receiving/Payment/Invoicing**

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

Initials: \_\_\_\_\_

Initials: \_\_\_\_\_

## ATTACHMENT "I"

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

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

**SECTION 3. Acceptance of Services and/or Materials**

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

**SECTION 4. Firm Prices**

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

**SECTION 5. Fund Availability**

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

**SECTION 6. Expenses**

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

## ATTACHMENT "I"

**SECTION 7. Taxes and Liens**

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

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

**SECTION 8. Laws Governing this Contract**

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

**SECTION 9. Changes**

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

**SECTION 10. Modifications**

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

**SECTION 11. Assignment & Subcontracting**

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

## ATTACHMENT "I"

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

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

**SECTION 12. Severability**

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

**SECTION 13. Termination for Default, Fraud or Willful Misconduct**

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

**SECTION 14. Termination for Convenience**

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

## ATTACHMENT "I"

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

**SECTION 15. Force Majeure**

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

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

Initials: \_\_\_\_\_

Initials: \_\_\_\_\_



## ATTACHMENT "I"

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

**SECTION 16. Access and Audits**

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

**SECTION 17. Vendor Responsibilities**

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

**SECTION 18. Public Emergencies**

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

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

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



## ATTACHMENT "I"

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

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

**SECTION 20. Probationary Period**

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

**SECTION 21. Independent Vendor Status**

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

**SECTION 22. Indemnification and Insurance**

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

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

**SECTION 23. Dispute Resolution**

Initials: \_\_\_\_\_

Initials: \_\_\_\_\_

## ATTACHMENT "I"

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

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

**SECTION 24. E-Verify System**

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

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

ATTACHMENT "I"

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

**SECTION 25. Public Records**

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

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

Initials: \_\_\_\_\_

Initials: \_\_\_\_\_

## ATTACHMENT "I"

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

**SECTION 26. Request for Records; Noncompliance**

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

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

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

**SECTION 27. Civil Action**

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

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

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

ATTACHMENT "I"

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

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

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

**SECTION 29. Entire Agreement**

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

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

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

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

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

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

Initials: \_\_\_\_\_

Initials: \_\_\_\_\_

ATTACHMENT "I"

Approved as to form and legality by the  
Nassau County Attorney

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

**UNITED BROTHERS DEVELOPMENT  
CORPORATION**

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

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

DRAFT

Initials: \_\_\_\_\_

Initials: \_\_\_\_\_

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

**COMMERCIAL GENERAL LIABILITY INSURANCE**

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

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

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

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

**PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)**

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

shall read as follows:

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

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

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

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

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

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

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

### **FEDERAL NON-DISCRIMINATION PROVISIONS**

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

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

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

### ENVIRONMENTAL COMPLIANCE

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

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

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

[Remainder of the page intentionally blank.]





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

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

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

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

**Questions and Answers:**

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

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

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

Answer: Both are adequate responses.



Attachments: Revised Attachment "H"

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

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

Vendor/Company Name Arc Surveying & Mapping, Inc.

Vendor Signature: \_\_\_\_\_ Date: 01/30/2023

**End of Addendum #1**

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



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

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

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

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



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

Name of sub vendors you may use: \_\_\_\_\_

Has your firm:

Failed to complete a contract: \_\_\_ Yes X No

Been involved in bankruptcy or reorganization: \_\_\_ Yes X No

Pending judgment claims or suits against firm: \_\_\_ Yes X No

**4. PERSONNEL**

How many employees does your company employ: 22

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

**5. WORK EXPERIENCE:**

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

**Reference #1:**

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

Address: 96135 Nassau Place, Yulee, Florida 32097

Contract Person: Robert T. Companion, PE

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

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

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

Date Completed: on going

**Reference #2:**

Company/Agency Name: Conzor Engineers, LLC

Address: 5621 Banner Drive, Fort Myers, Florida 33912

Contract Person: David Hoff, PE

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

Project Description: FDOT District 2 Bridge Scour Services

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

Date Completed: on going

**Reference #3:**

Company/Agency Name: Olsen Associates, Inc.

Address: 2618 Herschel Street, Jacksonville, FL 3204

Contract Person: Chris Creed

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

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

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

Date Completed: on going

**REMINDER:**

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

# EXHIBIT "B" NEGOTIATED FEE SCHEDULE



## STANDARD RATE SCHEDULE TALLAHASSEE 2023

Effective January 2023

### SURVEY OFFICE PERSONNEL RATES:

Office/Department Manager	\$270.00 per hour
Senior Project Manager	\$230.00 per hour
Project Manager	\$190.00 per hour
Staff Surveyor	\$165.00 per hour
Phase Manager	\$155.00 per hour
Project Coordinator	\$135.00 per hour
Senior Office Technician	\$118.00 per hour
Office Technician	\$ 98.00 per hour
Project Specialist	\$95.00 per hour
Administration / Clerical Support	\$90.00 per hour

### SURVEY FIELD CREW RATES:

Field Ops Manager	\$165.00 per hour
Field Coordinator/Supervisor	\$115.00 per hour
One (1) Person Survey Field Crew	\$110.00 per hour
Two (2) Person Survey Field Crew	\$175.00 per hour
Three (3) Person Survey Field Crew	\$240.00 per hour
Additional Rodperson or Flagperson	\$65.00 per hour

### UTILITY ENGINEERING OFFICE PERSONNEL RATES:

Office/Department Manager	\$270.00 per hour
Senior Project Manager	\$225.00 per hour
Project Manager/Senior Engineer	\$200.00 per hour
Staff Engineer	\$175.00 per hour
Phase Manager	\$150.00 per hour
Senior Office Technician	\$118.00 per hour
Office Technician III	\$112.00 per hour
Office Technician II	\$105.00 per hour
Office Technician I	\$ 98.00 per hour
Senior Utility Coordinator	\$195.00 per hour
Utility Coordinator	\$130.00 per hour
Project Specialist	\$95.00 per hour
Administration/Clerical Support	\$90.00 per hour

### UTILITY ENGINEERING FIELD CREW RATES:

Field Ops Manager	\$165.00 per hour
Field Coordinator/Supervisor	\$120.00 per hour
Field Technician III	\$103.00 per hour
Field Technician II	\$82.00 per hour
Field Technician I	\$65.00 per hour



*STANDARD RATE SCHEDULE  
TALLAHASSEE 2023*

Effective January 2023

**GEOSPATIAL OFFICE PERSONNEL RATES: SPECIALTY**

Director/Operations Manager	\$325.00 per hour
Senior Project Manager	\$240.00 per hour
Acquisition Manager	\$215.00 per hour
Project Manager	\$190.00 per hour
Aircraft Pilot	\$205.00 per hour
Two (2) Person UAS Geo Crew – Unmanned Pilot & Observer	\$215.00 per hour
Two (2) Person UAS Survey Crew – Unmanned Pilot & Observer	\$155.00 per hour
Three (3) Person UAS Crew – Unmanned Pilot & 2 Observers	\$350.00 per hour
Photogrammetrist / Project Lead /sensor operator (Tech3)	\$130.00 per hour
Acquisition / Calibration / Aerial Triangulation Technician (Tech2)	\$115.00 per hour
LiDAR / Photogrammetry/GIS Technician (Tech1)	\$100.00 per hour

**SURVEY EQUIPMENT RATES:**

Echo Sounder –Remote Controlled Boat	\$25.00 per hour
Echo Sounder-Sonarmite	\$9.25 per hour

**GEOSPATIAL EQUIPMENT RATES:**

UAS Autel Devon2 / Mavic / Phantom/ Small Lift TIER 1	\$50.00 per hour
UAS Alta-X / Galaxy / SkyFront Heavy Lift w/ LiDAR TIER 3	\$300.00 per hour

**OTHER DIRECT RATES:**

Third-Party Traffic Control	At Cost
Backfill Material	At Cost
Document Reproduction	At Cost
Records Collection Fees	At Cost

**Overtime Rates:**

The Overtime Rate for Field Survey Personnel shall be computed at 1.5 times the hourly rate in excess of 9 hours per day. The Overtime Rate for Office Survey Personnel shall be computed at 1.5 times the hourly rate in excess of 9 hours per day.



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*STANDARD RATE SCHEDULE  
TALLAHASSEE 2023*

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Effective January 2023

**Labor Rate Adjustment:**

The Schedule of Rates will remain in force for a twelve (12) month period from the effective date of utilization and subject to an escalation on each “twelve (12) month anniversary date” unless otherwise agreed to by Client contract. The escalation rate shall be the most recent 12-month Employment Cost Index (ECI) as published by the United States Department of Labor (DOL), Bureau of Labor Statistics. In no event shall the next twelve (12) month Schedule of Rates be less than the prior period. Capped at 3% per year.

# Exhibit "C" Vendors Response

## Statement of Qualifications

NC23-011-RFQ  
Continuing Contract for  
Professional Surveying  
and Mapping Services

Nassau County  
Board of Commissioners

Submitted to:  
Thomas O'Brien

Submitted by:  
SAM Surveying And Mapping, LLC







# TAB 1

## Cover Letter

## TAB 1 - Cover Letter

### Cover Letter

Nassau County Board of County Commissioners  
Attn.: Thomas O'Brien  
96135 Nassau Place, Suite 1  
Yulee, FL 32097

SAM Surveying And Mapping, LLC (SAM) appreciates the opportunity to submit qualifications to provide Nassau County Board of County Commissioners (County) with Professional Surveying and Mapping Services in response to RFQ NO. NC23-011.

Founded in Austin, Texas in 1994 and celebrating 29 years of providing quality services and deliverables, SAM has expanded from its initial offering of professional land surveying services, to providing a complete suite of geospatial solutions. Our full service, comprehensive approach ensures we have the processes, plans, tools, and technology required to meet your specific needs, while our experience provides us with the expertise to develop efficient and customized solutions for projects of any scale. SAM is pleased to provide numerous benefits for our clients including:

- + **A Full-service Firm Committed to Delivering Quality Work:** SAM has the in-house capability to provide all requested work tasks along with staff that are highly experienced in providing these services to our Clients. We have 7 offices in Florida, including 2 in Jacksonville. SAM has 10 crews, supporting office staff, and seasoned project managers working in the Northeast Florida area to cover Nassau County's needs.
- + **Scalability of Resources:** SAM's national reach provides our clients access to over 1,400 professionals skilled and qualified in Professional Land Surveying, Construction Staking, Mobile Laser Scanning, Hi-Rail Surveying, HDS Laser Scanning, Photogrammetry and LiDAR, Geographic Information Systems (GIS), and Subsurface Utility Engineering (SUE). We have the local staff to ensure we meet deadlines and can pull skilled staff from other offices in Florida and nearby to meet the future needs of this contract. SAM's staff offers an unparalleled group of professionals performing professional mapping services throughout the state. SAM is a "one-stop shop" with scalability of resources to ensure high quality services and the timely, on-budget delivery of your projects.
- + **Extensive and Relevant Experience:** SAM has developed the most comprehensive collection of historic property records of the area. Our surveyors have spent countless hours researching historic property information, Right-of-Way maps, and horizontal and vertical control for various projects. Our vast survey experience on infrastructure projects provides SAM with the necessary knowledge to accurately address your project's unique needs. Our work processes have been refined through lessons learned and continually evolve with quality improvement processes. SAM has engaged DeGrove Surveyors to provide hydrographic surveying work on this contract. DeGrove's professionals have worked extensively in Northeast Florida, including Nassau County, and provide innate knowledge of canals and waterways in the County.
- + **State-of-the-Art Equipment and Technology:** SAM owns and operates state-of-the-art technology and the latest computer hardware, software and communications technologies to meet client schedules and project specifications. Our geospatial services division is experienced in a wide variety of mapping disciplines united by one goal—your success. With in-house photogrammetry, airborne LiDAR, mobile LiDAR, terrestrial LiDAR, and GIS solutions, we work with you to determine the best technology to meet your project needs and schedules.

We have read the Scope of Services developed by the County and believe we are uniquely qualified to provide those services to Nassau County. Our team has vast municipal experience, gained from years of working with Florida counties and cities, and working relationships with industry partners based on hundreds of successful task orders and long-term contracts. We understand state and local laws and regulations governing the work we will complete for the County.



## TAB 1 - Cover Letter

SAM knows Florida and its counties very well because we live and work there. As a team and individually, we have worked on countless surveying projects for clients in Northeast Florida, so we understand the types of projects we will work on for the County, as well as unique challenges we may encounter. We have included summaries of our relevant project experience, including the projects listed below, in our project overviews and resumes to show our depth and breadth of experience in providing professional surveying and mapping services:

- + McCoy's Creek Restoration Design Project in Duval County
- + Northbank Bulkhead Replacement Project in Duval County
- + McCoy's Creek Restoration Project in Duval County
- + Marsh Landing at Sawgrass in Ponte Vedra Beach
- + St. Andrews State Park Facilities Redevelopment in Panama City Beach
- + Northeast Lake Munson Sewer Project in Tallahassee
- + Circuit 663 Rebuild Project and the Cedar Point Reconductor for JEA

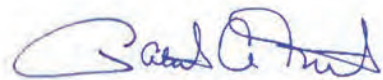
SAM will manage this project from our local Jacksonville office at 10250 Normandy Boulevard, Suite 604, Jacksonville, FL 32221 (Phone: 904-619-6630).

Working from our Jacksonville office on Normandy Boulevard, Donald M. Johnson, Jr., PSM (Don.Johnson@sam.biz | 904-252-6591) will be SAM's Contract Manager and will serve as the primary point of contact for Nassau County.

### **SAM commits to performing the required work for the County.**

We are confident that the enclosed response will further demonstrate our team's experience, resources, and ability to successfully complete your projects. SAM looks forward to the opportunity of working in partnership with Nassau County to deliver high quality surveying and mapping services.

Sincerely,



Patrick A. Smith, RPLS  
Executive Vice President/Principal  
4801 Southwest Parkway  
Building Two, Suite 100  
Austin, TX 78735  
512-447-0575 | psmith@sam.biz



Donald M. Johnson, Jr., PSM  
Contract Manager  
10250 Normandy Boulevard  
Suite 604  
Jacksonville, FL 32221  
904-252-6591 | Don.Johnson@sam.biz



## **TAB 2**

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# Table of Contents

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## **TAB 3**

# Team Organization, Experience and Qualifications

## TAB 3 – Team Organization, Experience and Qualifications

### a. Firm's Organization, Structure, and Philosophy

#### SAM's Organization and Structure

For over 29 years, SAM has been dedicated to delivering quality, client-based solutions. SAM has extensive experience managing on-call, task order service contracts throughout Florida and is accustomed to workloads that can vary significantly from day-to-day. Working from 2 Jacksonville offices and with 5 additional offices in Florida, SAM has the capacity and readily available experienced personnel to perform work in the County without delay, including simultaneous and/or fast-paced projects of any size or scope.

As a long term, stable company, SAM offers the County a team of highly qualified personnel who have a broad range of experience and are dedicated to performing work that exceeds client expectations. SAM has a strong resume supporting counties, cities, municipalities, and government agencies in Florida, including Clay County, the City of Jacksonville, City of Atlantic Beach, JEA, Jacksonville Port Authority, Jacksonville Airport Authority, and CSX, in the delivery of a full suite of services, including land surveying, SUE, utility coordination, aerial and mobile LIDAR, and corridor mapping.

Our holistic approach ensures we have the tools required to meet your specific needs, while our experience provides us with the skills to develop efficient and customized solutions for projects of any size or scale, including fast-tracked projects or projects with multiple services required.

With a focus on quality and timely delivery, we are proud to have a high rate of repeat business and positive client referrals. SAM will provide the County numerous benefits, including:

- + **Committed Resources Rooted in Florida:** Our Contract Manager, Sr. Project Manager, and professionals are fully committed to the County's needs and immediately available to meet with the County and begin work on projects as they arise. At SAM, we understand workloads fluctuate and it is of paramount importance to constantly evaluate project capacity and monitor workloads so we are always prepared to meet or exceed a client's project schedule. SAM has developed several policies and procedures to guarantee Nassau County's needs are met on time and within budget.
- + **Extensive and Relevant Experience:** Our vast survey experience on municipal projects provides SAM with the necessary knowledge to accurately address your project's unique needs. Our work processes have been refined through lessons learned and continually evolve with quality improvement processes.
- + **A Commitment to Quality:** For SAM, Quality Control (QC) is fundamental to our everyday work activities and a rigorous system of Quality Assurance (QA) procedures is routinely implemented in the final review of our work products.
- + **A Commitment to Safety:** A SAM Core Value, we are committed, individually and collectively, to the safety and well-being of our employees, our clients, and our communities. SAM is dedicated to providing a safe workplace, safe equipment and the training necessary to eliminate accidents and injuries on the job. Our commitment to safety is ingrained in our culture both on and off the job and regular checks are made to guarantee the ongoing effectiveness of our Safety Policy.
- + **A Full-service Florida Firm Committed to Delivering Your Work Products:** SAM has the in-house capability to provide all requested work tasks along with staff that are highly experienced in providing these services to our Clients. Our local personnel have a vested interest in the success of County projects and understand the unique characteristics of the area.

Our experienced and highly trained staff have successfully provided all surveying services required for this contract. SAM's cohesive approach provides seamless workflow integration and ensures the County will receive quality services that are delivered efficiently and on time.

## TAB 3 – Team Organization, Experience and Qualifications

### SAM's Philosophy

**At SAM, our philosophy is ingrained in our mission statement and corporate core values.** To ensure our mission statement is consistent in our daily workflows, SAM focuses on the following core values:

**Integrity & Ethics** - We are committed to the highest standards of integrity and ethics. These standards are the fundamental beliefs that we hold for ourselves in our interactions with clients, employees, and the public. When making business decisions, we will not take professional or ethical shortcuts and we understand doing business the right way is the only way.

**People** - Success is based on the hard work and efforts of our team members and we celebrate in their accomplishments. We support a work environment that nurtures our employees' continued education, growth, and development and encourages discovery and sharing of best practices to enhance a culture of continuous learning. We hold a core belief that working collectively as a team, we are stronger.

**Excellence In Service** - Excellence in service signifies our core belief that our clients' satisfaction is our top priority. We provide value to clients by offering them extraordinary services, innovative solutions and the highest quality products. Our partnering approach ensures we surpass clients' expectations. We maintain a constructive and positive outlook in our interactions and work effectively under pressure to respond quickly to clients' needs.

**Safety** - We are committed, individually and collectively, to the safety and well-being of our employees, our clients, and our communities. Our programs and policies, as well as our daily decisions, are proof this commitment is ingrained in our culture both on and off the job.

**Community** - We are deeply rooted in our communities. Our belief of caring about the greater communities in which we live and work establishes the foundation of who we are as an organization. Our commitment to give back and serve our communities is driven through donation matching and volunteerism throughout SAM Companies.

### SAM'S MISSION

To enhance and often change the way our clients and partners experience design and construction support through our innovative technology solutions, exceptional leadership and world class employees, while growing the business with the same honesty and integrity upon which it was founded. This is accomplished through our relentless pursuit of the right people, constructive partnerships, and excellence in operational performance.





# TAB 3 – Team Organization, Experience and Qualifications

## b. Firm’s Years of Experience and Applicable Project Experience

With 29 years of experience, SAM has many current and recent projects where we performed similar land surveying services to those outlined in this RFQ. Below are summaries and descriptions for 7 projects that are highly relevant to the work we expect to encounter when working in Nassau County.

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### Northbank Bulkhead Replacement Project | Duval County, FL | 2022

Description of Services: topographic survey, underground utility location

Role: Sub

As a sub to HDR, SAM provided topographic and underground utility location for the Northbank Bulkhead Replacement Project. The project consisted of approximately 2,081 feet along the existing Riverwalk in Downtown Jacksonville. An overall survey was prepared showing all visible features along the route from the existing bulkhead and inward for 100 feet, including the existing floating dock, guide piles, the gangways, and drainage pipes extending to the existing bulkhead with size, type and invert elevation. Subsurface Locations were delineated along the route and mapped. This project required scheduling work times to prevent interference with downtown traffic and coordination for underground utility locations. We stayed within the project budget and time frame.



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### McCoy’s Creek Restoration Project | Duval County, FL | 2019-2022

Description of Services: Right-of-Way controls; topographic surveying, bathymetric surveying, tree surveys, subsurface utility mapping

Role: Sub

The City of Jacksonville has engaged Wood PLC to develop a McCoy’s Creek Restoration plan that will address flooding and restore the natural environment by providing storm water management, trails and park improvements to the area. SAM assisted Wood by providing Right-of-Way controls maps and topographic surveying services to aid in the design phase of this project. The Right-of-Way control consisted of recovering a sufficient number of property corners throughout the entire project area to be able to accurately provide Right-of-Way mapping for the design of 7 news cul de sacs, proposed trail system, storm water management, utility relocation and creek restoration.



The topographic survey work included verification of the validity of prior survey work in the area and supplemented with details at each road and bridge crossing; a Tree Survey along the existing route, per the city of Jacksonville Tree Ordinance; bathymetric surveying of 3 of the existing ponds; and subsurface utility mapping. These tasks required close coordination between engineers, subconsultants, and the City of Jacksonville to keep the project on time and within budget.

# TAB 3 – Team Organization, Experience and Qualifications

## Marsh Landing at Sawgrass | Almond Engineering | 2018-2019

Description of Services: topographic survey, bathymetric survey, boundary work, setting control

Role: Prime

Marsh Landing is a Premier Gated Community in Ponte Vedra Beach, Florida. This area was recently hit by severe rains and flooding from some tropical events. SAM was tasked with assisting the management association and the engineers to bring the area in to compliance with the St. Johns River Water Management District (SJRWMD). We provided Topographic Surveys of the 26+ ponds in the area. The survey was done showing bulkheads, headwalls, docks, spillways, cart paths, bridges across the ponds, main drain pipes for each pond, trees within the banks along with a bathymetric survey on each pond.



Boundary work included recovering sufficient control to map the property lines of the 7 subdivisions and overlay the pond data to show the relationship. This project required scheduling work around community events, use of specialized equipment to measure the depth of the ponds, and coordination between the management company, Almond Engineering, and the SJRWMD. The project was completed on schedule and within budget.

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## St. Andrews State Park Facilities Redevelopment | Panama City Beach, FL | 2020

Description of Services: topographic survey, bathymetric survey

Role: Sub

As a sub to Kimley-Horn, SAM provided the topographic and bathymetric survey of redevelopment of the St. Andrews Park. The project consisted of 2.5 miles of the main roadway within the park, 10 acres of new improvements at the ranger station and entry area, 16 acres of a parking lot, existing boat ramp and roadway at the existing boat ramp facility. The topographic survey included locating all fixed improvements, underground utilities, elevations along the roadway, boat ramp and parking lot, and bathymetry survey of the seafloor extend into the lagoon for ramp improvements. This project required scheduling work times to prevent interference with the park’s daily activities. We stayed within the project budget and time frame.



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## Northeast Lake Munson Sewer Project | Tallahassee, FL | 2021

Description of Services: Right-of-Way survey, topographic survey, boundary survey

Role: Sub

As a sub to George & Associates, SAM provided the surveying and mapping support services for the Phase I - Primary Sewer Main Design, topographic survey of 2 pump station sites and Phase II – Secondary Sewer Lateral Connection Design. These services include the Right-of-Way and topographic surveys of the roadway and lateral locations, sketch and descriptions of the utility and access easement, boundary surveys of the pump station sites, and Quality Level “A” Subsurface Utilities Engineering (SUE) services of the sewer force main line along Capital Circle SW. This project required additional resources to complete, which we utilized from our other offices to assist. We coordinated with a subconsultant and land owners to meet county deadlines. SAM stayed within the project budget and time frame.





# TAB 3 – Team Organization, Experience and Qualifications

## Consulting Services | The City of Iowa City | Iowa City, IA | 2019 - present

Description of Services: GIS mapping, asset management

Role: Prime

Iowa City, Iowa is an eastern Iowa city and the fifth largest city in the state. Its metropolitan area covers over 171,000 and neighbors the Cedar Rapids metropolitan area. It was important to the city to have a well maintained GIS program for the utility infrastructure of a community facing continued growth and development.

SAM was selected in 2019 based on qualifications to provide consulting services to the City of Iowa City as part of a three phase asset management project for the city-owned utility networks. SAM began the first phase in 2019, providing consulting services for the study, selection and implementation of a city-wide asset management system that would be developed in the second phase.

Because of SAM's comprehensive GIS capabilities, Iowa City staff selected SAM to also complete phase two of the project. During this phase, SAM's expert GIS field crews are on-site providing GPS mapping, data collection, and top-side inspections on the city's wastewater system.

SAM field crews utilized Real-Time Kinematic (RTK) survey-grade Trimble R12 units to map existing wastewater infrastructure. This data provided complete, subcentimeter accurate utility GIS data for future use.

SAM completed the third phase in 2022, which was the implementation of the GIS data into an appropriate asset management program based off the needs assessment conducted in phase one. SAM will continue to provide consulting services to help implement an asset management program in conjunction with the city-wide GIS program. This program will improve the data available to the city when planning and budgeting by enhancing the tracking of maintenance and repairs across infrastructure departments.

**Project Highlights** • • • • •

- GIS Consulting Services
- On-site Data Audit For GIS / Workflow Solutions
- RTK Survey-grade GPS Data Collection
- Web-based Integrity™ GIS Implementation



# TAB 3 – Team Organization, Experience and Qualifications

## GIS Mapping and Asset Management | Beeville, TX | 2020 - 2021

Description of Services: GIS mapping, asset management

Role: Prime

Located south of Austin, the City of Beeville, Texas operates municipal sanitary sewer and water distribution systems for a population of 12,000. The city was looking for a way to centralize all utility data in a web-based platform that staff could view, edit and manage from any computer in the office or mobile device in the field.

Additionally, the City lacked accurate mapping which limited their navigation in the field and was not supportive of capital improvement projects. SAM was selected by the City of Beeville based on qualifications and experience in providing similar municipalities with field to finish accurate GIS mapping and providing turnkey solutions for asset management. The expert GPS field crews at SAM utilized RTK survey-grade GPS data collection methods on the water distribution and sanitary sewer networks for the City. Attributes and inventory of both utility infrastructures were collected in the field and utilized to develop an accurate and complete GIS map for city staff to utilize in field navigation, asset management and on future capital improvement projects. SAM’s internal GIS development team produced the mapping in Esri software ensuring connectivity within the mapping program and proper data organization for GIS.

From there, SAM customized a web-based GIS and asset management tool for the City of Beeville. This tool which is built on Esri ArcGIS Server provides the City with a Geocortex interface and functionality that is accessible on any computer and mobile device. The web-based system has built-in functionality to edit data, track work orders, water main breaks, hydrant flushing, sewer main reports, query sewer line by size/material, valve exercising, and many more maintenance activities that the City performs for upkeep and regulatory compliance.

Today, City staff now have an accurate location of the entire water distribution and sanitary sewer networks, and a GIS program that provides a number of features for asset management capabilities to help with scheduled maintenance, budgeting and creating / fulfilling workorders.

**Project Highlights** . . . . .

- RTK Survey-grade GPS Data Collection
- Utility GPS Mapping
- Inventory & Inspection of all Utility Features
- Web-based Integrity™
- GIS Implementation
- Web-based Asset Management





## TAB 3 – Team Organization, Experience and Qualifications

### c. Project Team

SAM's strength and ability to efficiently perform the surveying services outlined in this RFQ is based on teamwork and the capabilities of our survey team and staff. **Our team has been carefully assembled to combine complimentary talents and relevant experience to create a strong, focused team that is available and committed to meeting the needs of Nassau County.**

With an immediately available staff of over 35 employees based in Jacksonville—less than 30 minutes from Yulee—and offices distributed throughout the state, our Team's personnel roster provides the scalability of staff to handle multiple projects at any given time. SAM has included a team of experts on our organization chart, all deeply familiar with Florida including Nassau County and are able to handle each facet of the County's scope of work on this contract.

Below we have included a narrative about each person's role and responsibilities, along with each person's contact information and reporting structure, to show the interrelationships and cohesion between our team members.

#### **Contract Manager Donald M. Johnson Jr., PSM | (904) 619-6630 | Don.Johnson@sam.biz**

As Contract Manager for this contract. Mr. Johnson will be SAM's main point of contact for Nassau County, taking ultimate responsibility for the contract, allocating appropriate company personnel and resources for projects, and ensuring SAM meets all contractual obligations and requirements. He will ensure clear and constant communication between Senior Project Manager John Thomas, PSM; the County; and SAM's team, to ensure the contract is expertly and efficiently managed. He has over 38 years of experience in the surveying industry in Northeast Florida. Because of his deep experience and relationships with Florida agencies, he has a full understanding of the County's requirements and will ensure that plans and specifications are being met and are compliant with state and local laws.

As Contract Manager, Mr. Johnson will ensure his team has a thorough understanding of the workflow for each project and how each task creates the final product. He has the knowledge to assist the County with projects like park and recreation facilities, storage buildings, parking garages, maintenance buildings, utility pipelines, underground utilities, water and wastewater treatment plants, marine facilities, seawalls, docks, fire stations, auditoriums, community centers, bridges and roadways, drainage structures and culverts, wind turbines, shade structures, and office buildings, as defined in the Scope of Services.

#### **Senior Project Manager John Thomas, PSM | (904) 886-0071 | John.Thomas@sam.biz**

Mr. Thomas will serve as the Senior Project Manager for this contract, overseeing the work of Survey Project Manager Scott Borowski, PLS; Field Coordinator Rob Van Matre; Project Coordinators Randy Rain and Chris Carlson; GIS Manager Ethan Herbek, GISP; and our subconsultant hydrographic surveying professionals, Ray Niles, PSM, CH and Matthew Niles, PSM, CH, from DeGrove. Mr. Thomas is experienced in project management from field operations to the supervision of office staff and client relations to complete projects in a timely and profitable manner. He is well-equipped to perform the duties of Senior Project Manager, and will lead the coordination of all County-related surveying activities as needed, as well as ensure the efficient utilization of office staff and field crews.

**Field Coordinator Rob Van Matre (robbie.van.matre@sam.biz), Project Coordinator Randy Rain (randy.rain@sam.biz); and Project Coordinator Chris Carlson (chris.carlson@sam.biz)** will report to Sr. Project Manager John Thomas, PSM. Rob, Randy, and Chris will be supported by **Field Coordinator Tyler Sparks (tyler.sparks@sam.biz)** and **Field Supervisor Mitchell Henderson (mitchell.henderson@sam.biz)**, along with 3 Office Technicians and 5 dedicated Field Technicians. This focused team will support SAM's survey and data collection efforts in the field and in the office, ensuring accurate data is turned into accurate deliverables.

#### **Survey Project Manager Scott Borowski, PLS | (904) 619-6630 | Scott.Borowski@sam.biz**

Mr. Borowski's role will be Survey Project Manager for this contract. He will oversee the daily work of Staff Surveyor Keith Bouffard, PLS, along with Field Coordinator Laina Johnson and office and field technicians assigned to the contract to make certain they are on schedule with assigned projects. Mr. Borowski will confirm that adequate survey resources are available and verify that the final product has been thoroughly reviewed and checked. He will step in as needed to resolve any critical issues to ensure the County is satisfied.

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

**Staff Surveyor, Keith Bouffard, PLS | (904) 619-6630 | Keith.Bouffard@sam.biz**

Mr. Bouffard’s role will be Staff Surveyor for this contract, managing all survey work, as well as evaluating project scopes and time constraints. He has over 40 years of experience in surveying. Mr. Bouffard’s background is in Public sector clients, including Federal, State, County and City municipalities giving him ample experience in projects similar in nature to this County contract. He specializes in project organization and research and will work to ensure that SAM’s quality control process has been met throughout every surveying project for the County.

**GIS Manager Ethan Herbek, GISP | (660) 215-7110 | Ethan.Herbek@sam.biz**

Mr. Herbek will serve as GIS Manager, leading and managing all assigned GIS projects, including asset mapping and plan development services and GIS deliverables. He has executed, managed, supervised, and reviewed many countywide GIS mapping projects similar in scope to the services being requested in this RFQ. As a certified GIS Professional, he will also be responsible for quality control reporting and quality review of all GIS deliverables and metadata required for this program, working in tandem with individuals assigned to each Task. He will oversee programmers and technicians that are skilled in numerous programming languages specific to spatial data and asset management functionality. Our team routinely consults on compatibility and integration issues with 3rd party software platforms and external data sources.

**Hydrographic Project Manager Ray Niles, PSM, CH (niles@degrove.com | (904) 722-0400) and Hydrographic Project Coordinator Matthew Niles, PSM, CH (mniles@degrove.com | (904) 722-0400)**

SAM has engaged Hydrographic Project Manager Ray Niles, PSM, CH and Hydrographic Project Coordinator Matthew Niles, PSM, CH from **DeGrove Surveyors, Inc. (DeGrove)** to provide hydrographic surveying services on this contract. Ray and Matt are Florida-licensed PSMs and possess vast combined experience in hydrographic surveys and hydrographic survey technology.

Founded in 1971, Degrove has established itself as a leader in the surveying and mapping profession. A Florida-based Small Business, Degrove has worked extensively throughout the state of Florida, as well as many other locations throughout the southeastern United States. Degrove and its staff have a long history of serving a multitude of agencies and municipalities throughout Florida, including JEA, City of Jacksonville, Florida Department of Environmental Protection, the SJRWMD, and the U.S. Army Corps of Engineers.



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Because of our deep experience with similar work in Florida, SAM’s team is able to anticipate project needs and work in concert with the County to create a work product that will positively impact the community. SAM strategically uses client specific teams who follow identical workflows and processes, using the same software and equipment. This allows resources to be allocated and shared as needed with no loss of continuity between teams or personnel. This cohesive approach provides seamless workflow integration and ensures that the County will receive the same consistent, high quality standards SAM delivers on every project we complete.

**Our organization chart is located on the next page and key personnel resumes are included on subsequent pages.**

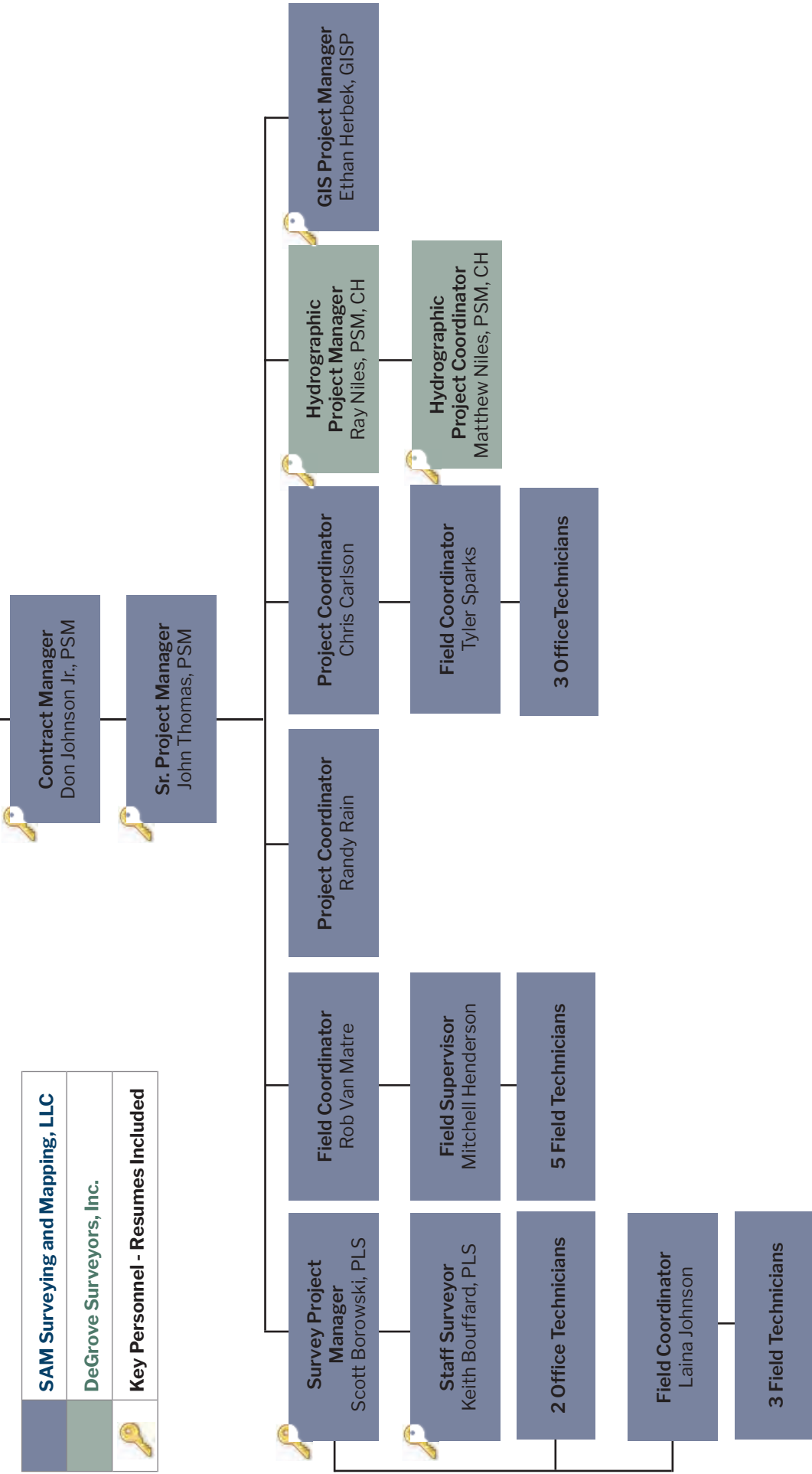




**TAB 3 – Team Organization, Experience and Qualifications**



	<b>SAM Surveying and Mapping, LLC</b>
	DeGrove Surveyors, Inc.
	<b>Key Personnel - Resumes Included</b>



# DON JOHNSON, JR., PSM

Contract Manager | SAM | don.johnson@sam.biz

## Professional Biography

Mr. Johnson has worked in the survey industry for over 38 years. Throughout his career, he has successfully managed a wide variety of projects across the State of Florida and has coordinated with a diverse client base, including the United States Navy, JEA, Jacksonville Port Authority, Jacksonville Airport Authority, Clay County, the City of Jacksonville, the US Army Corps of Engineers, CSX, FDOT, and many other State and Local Government Agencies. He began his surveying career with the City of Jacksonville, where he progressed through the ranks becoming the GPS Coordinator for the City. In 1999, he stepped into the private sector working as a Professional Surveyor and Mapper for 23 years and then opening his own firm, Johnson Surveying and Mapping, in 2011. In August 2021, he joined SAM, the nation's leading provider of geospatial and construction services.

**On this project, Mr. Johnson will serve as Contract Manager and principal point of contact, ensuring compliance with state and local laws and maintaining clear channels of communication with the County to ensure the County receives high quality surveying services in a timely and cost effective manner.**

## LOCATION

Jacksonville, FL

## PROFESSIONAL LICENSES

Professional Surveyor and Mapper:  
Florida No. 5613  
Alabama No. 29092  
Tennessee No. 2732

## YEARS OF EXPERIENCE

38

## Select Project Experience

### City of Jacksonville | Emerald Trail Segment 2 | Jacksonville, FL

Mr. Johnson acted as Contract Manager for an ongoing 30-mile bicycle/pedestrian trail and linear park system. Services on this project involved a topographic survey along the route and mapping of Underground Utility Locates.

### City of Jacksonville | McCoy's Creek Restoration Design Project | Jacksonville, FL

This City project addressed flooding and restoration of the natural environment by providing storm water management, trails and park improvements to the area. As Contract Manager, Mr. Johnson managed a boundary surveys, Right-of-Way Control, Topographic surveying, tree surveys, and underground utility location.

### City of Jacksonville | Northbank Bulkhead Replacement Project | Jacksonville, FL

As Contract Manager, Mr. Johnson oversaw all services on this project, including a topographic survey along the route and mapping of Underground Utility Locates. All Right-of-Ways, property lines, and easements were located along with all surface and subsurface features. Preparation of all of the new easements and temporary construction easements needed for this project

### Shindler Road Plat | Duval County, FL

This 9.6 acre project was comprised of boundary and topographic surveys, including a tree survey. As Contract Manager, Mr. Johnson oversaw the preparation of plats for permitting and final preparation of plat.

### Aerial Imagery Updates | Duval County, FL

This project required ground control for locations throughout all of Duval County for updates to the County GIS site.

### JEA | Circuit 663 Rebuild Project | Duval County, FL

The scope of work encompassed approximately 33,000' of Transmission Corridor. Boundary Surveys of wetlands, mapping of subsurface utility locations and pole stake out services were included, approximately 50 temporary construction easements prepared, including Submerged Land Lease easements requiring FDOT coordination.

### JEA | Cedar Point Reconductor | Duval County, FL

This project comprised of field surveying to locate delineated wetlands, provide staking for poles and preparation of easements along the route, including a Submerged Land Lease easement requiring FDOT coordination.



## TAB 3 – Team Organization, Experience and Qualifications

### **DON JOHNSON, JR., PSM | Page 2**

#### **Riverplace Blvd. Bicycle and Pedestrian Improvement Project | Duval County, FL**

This project required a topographic survey along Riverplace Blvd between Main St and Prudential Drive. Mr. Johnson managed the preparation of temporary construction easements along the route, as needed.

#### **85 Acre Jones Rd. Plat | Duval County, FL**

This project comprised of boundary and topographic surveys including trees and wetlands. As Contract Manager, Mr. Johnson oversaw the preparation of plat for permitting and final preparation of plat.

#### **5 Solar Farm Sites | Duval County, FL**

This project comprised of boundary and topographic surveys utilizing aerial LiDAR and tree height surveys of approximately 7,000 acres.

#### **JEA Nocatee Substation, St. Johns County, FL**

As Contract Manager, Mr. Johnson oversaw all services on this project, including a boundary survey, topographic survey, and underground utility locating, as well as establishment of site benchmarks and control.

#### **JEA | Park and King Substation | Duval County, FL**

The scope of work on this substation project include a boundary survey for the proposed site including determining the adjacent right-of-ways, alley ways and substation. A topographic survey and mapping of subsurface utility locations was also included.

#### **Yellow Bluff Road | Duval County, FL**

The project area included 120 acre parcel with approximately 16,000' of wetlands. As Contract Manager, Mr. Johnson oversaw a specific purpose survey to locate and map wetland sas delineated by the environmental firm.

#### **Marsh Landing Country Club | St. Johns County, FL**

This project involved a topographic survey of ponds for a golf course to show bulkheads, headwalls, docks, spillways, cart paths, bridges across the ponds, main drain pipes for each pond and trees within the bank along with cross-sections on each pond to aid in building a 3D surface for the pond bottom.

#### **Metro-Rooter | Various As-built Surveys, Duval County, FL**

This project encompassed the completion of an as-built survey for new Lift Stations tied into the City system to be submitted to JEA for approval.

#### **Jacksonville Zoo Living Shoreline Survey | Jacksonville, FL**

The scope of work included a survey of approximately 200 feet of shoreline marking Mean High Water and Mean Low Water.

#### **JEA | JEA Transmission Lines ongoing with Trees Inc. | Northeast Florida**

This project included mapping of easement boundary lines throughout the entire JEA System.

#### **U.S. Highway 90 | Escambia County, FL**

The purpose of this survey was to show the relationship between CSX Transportation, Inc. and the right-of-way of U.S. Highway 90.

#### **Clay Electric Cooperative | Branan Field/Chaffee Rd. | Clay County, FL**

As Contract Manager, Mr. Johnson oversaw a topographic survey that was required for the Clay Electric Cooperative project.

#### **Herlong Recreational Airport | Jacksonville, FL**

As Contract Manager, Mr. Johnson oversaw stake out and an as-built survey for Taxiway lights and signs.

## JOHN THOMAS, PSM

Sr. Project Manager | SAM | [john.thomas@sam.biz](mailto:john.thomas@sam.biz)

### Professional Biography

Mr. Thomas over 32 years of surveying and mapping experience managing numerous private and public surveying and mapping projects in the northeast Florida area, including extensive experience in Nassau County. Because of his experience in the County, Mr. Thomas brings unique insight and knowledge to this contract. His public project work includes several design and Right-of-Way surveys for Florida Department of Transportation (FDOT), the City of Jacksonville, and the Jacksonville Transportation Authority. Private projects included residential and commercial development, as well as numerous construction projects that also included utility As-Built Surveys.

**On this project, Mr. Thomas will serve as Senior Project Manager, managing resource allocation and ensuring all Nassau County projects within this contract are managed efficiently and completed accurately, on time, and within budget.**

### LOCATION

Jacksonville, FL

### PROFESSIONAL LICENSES

Professional Surveyor and Mapper:  
Florida PSM No. 6223

### YEARS OF EXPERIENCE

32

### Select Project Experience

#### FDOT | DB 7226002 – Ft. George Inlet

As Project Manager, Mr. Thomas oversaw a three mile route survey of Ft. George Inlet.

#### FDOT | DB 7406008- S.R. 200/Amelia Island

As Project Manager, Mr. Thomas oversaw a four mile route survey of SR 200 on Amelia Island.

#### Preferred Materials Inc. | Fernandina Beach Municipal Airport Terminal Apron Rehab | Nassau County, FL

Mr. Thomas acted as Project Manager for the Fernandina Beach Municipal Airport Terminal Apron Rehab project.

#### Nassau County | Various Projects | Nassau County, FL

Mr. Thomas has worked as a Project Manager on various projects for clients in Nassau County, including:

- + Amelia National Parkway | AJ Johns – full construction staking and as-builts for public roadway and large residential subdivision
- + Hilliard Elementary School | Premier American Construction – full construction staking and as-builts of elementary school additions
- + Yulee Substation - FPL | Phillips and Jordan – construction and as-builts of electric substation
- + O’Neil Substation – FPL | Phillips and Jordan – construction and as-builts of electric substation
- + Wild Light Phase 1A | Vallencourt Construction – Construction and as-builts of large residential development and public roadway
- + Mercy Hill Church Expansion | Connelly & Wicker – Topographic Survey and construction/as-builts of church
- + Three River Phase 1 , Entry Road and SR 200 / A-1 | Vallencourt Construction – A additional turn lane; large residential construction project with one mile entry road and SR 200/A-1-A additional lane.



## SCOTT BOROWSKI, PLS

Survey Project Manager | SAM | [scott.borowski@sam.biz](mailto:scott.borowski@sam.biz)

### Professional Biography

Mr. Borowski has over 41 years of experience in surveying. His background is in public and private sector clients, including Federal, State, County and City municipalities and Federal and State Transportation Departments. In this capacity, he supervises survey personnel, manages client communications, performs marketing and manages survey projects. Mr. Borowski also works to ensure that adequate resources are available, that the product has been through the quality control process, steps in as needed to resolve any critical issues, and ensures the client is satisfied.

**On this contract, Mr. Borowski will serve as Survey Project Manager, supervising survey personnel and crews to ensure the County will receive quality deliverables.**

### LOCATION

Jacksonville, FL

### PROFESSIONAL LICENSES

Professional Land Surveyor  
Virginia No. 2665

### YEARS OF EXPERIENCE

41+

### Select Project Experience

#### Tributary | Nassau County, FL

As Survey Project Manager, Mr. Borowski managed platting, Boundary Surveys, Topographic Surveys, SJWMD Conservation Easements, and Construction plans for 5 phases comprised of 638 lots and tracts.

#### Nassau Station | Nassau County, FL

Mr. Borowski handled platting, Boundary Surveys, Topographic Surveys, SJWMD Conservation Easements, and Construction plans for 102 lots and tracts on this project.

#### Concourse Crossing | Nassau County, FL

As Survey Project Manager, Mr. Borowski managed platting, Boundary Surveys, Topographic Surveys, SJWMD Conservation Easements, and Construction plans for 3 Phases comprised of 318 lots and tracts.

#### Winchester Ridge | Nassau County, FL

Mr. Borowski managed platting, Boundary Surveys, Topographic Surveys, SJWMD Conservation Easements, and Construction plans for 5 Phases comprised of 407 lots and tracts.

#### FHA | Various Counties, Louisiana, Maryland and Virginia

As Survey Project Manager, Mr. Borowski managed Right-of-Way, Boundary, aerial mapping control, and topographic surveys. This project consisted of survey mapping, for the Federal Highway Administration at multiple sites.

#### Department of Defense | Various Counties in 17 States

As Survey Project Manager, Mr. Borowski managed control, aerial mapping control, and topographic surveys. This project consisted of survey mapping, for the Department of Defense at multiple sites.

#### VDOT | Interstate 95 | Various Counties, Virginia

As Survey Project Manager, Mr. Borowski managed control, Right-of-Way, aerial mapping control, construction, and topographic surveys. This project consisted of survey mapping services for the Virginia Department of Transportation at multiple sites.

#### VDOT | Interstate 81 | Various Counties, Virginia

As Survey Project Manager, Mr. Borowski managed control, Right-of-Way, aerial mapping control, construction, and topographic surveys. This project consisted of survey mapping services for the Virginia Department of Transportation at multiple sites.

# KEITH BOUFFARD, PLS

Staff Surveyor | SAM | keith.bouffard@sam.biz

## Professional Biography

Mr. Bouffard has over 40 years of experience in surveying. He has worked exclusively with public sector clients, including Federal, State, County and City municipalities. In this capacity, he supervises survey personnel, manages client communications, performs marketing and manages survey projects. Mr. Bouffard also works to ensure that adequate resources are available, that the product has been through the quality control process, steps in as needed to resolve any critical issues and to ensure the client is satisfied.

**On this contract, he will assist in the oversight of the County's surveying projects, ensuring field and office staff are providing high quality deliverables.**

## LOCATION

Jacksonville, FL

## PROFESSIONAL LICENSES

Professional Land Surveyor  
Florida No. 5172

## YEARS OF EXPERIENCE

40+

## Select Project Experience

### East Palatka Water System Phase 1 | Putnam County, FL

As Survey Manager, Mr. Bouffard managed work for construction layout and as-builts for 26 miles of pipeline and a water treatment facility that were part of this project. Real-Time Kinematic was used to set 150 horizontal and 100 vertical control points for this project.

### Pinellas Recreational Trail | Pinellas County, FL

As Project Surveyor, Mr. Bouffard worked on right-of-way maps, boundary, jurisdictional, and design and control surveys on 52 miles of an old railroad right-of-way that was converted to a recreational trail.

### River City Marketplace | Duval County, FL

Mr. Bouffard worked as Survey Manager on a 471-acre multi-use site near Jacksonville International Airport. This project included boundary, jurisdictional, and design surveys, as well as construction layout and as-builts and involved roughly 200 different legal descriptions and sketches.

### Davis to Wheeler 230kV Transmission Line | Hillsborough County, FL

The scope of work included photogrammetric control survey, boundary retracement on 90+ TECO owned parcels, jurisdictional and tree surveys, along with locating gopher turtle and eagle nests. The work also included the preparation of legal descriptions and sketches and construction staking on this 13 mile route, crossing six (6) FDOT right-of-ways (I-75, US 301, I-4, US 92, SR 574 and SR 579), a SWFWMD canal, and a CSX railroad right-of-way.

### City of Saint Augustine/Sebastian Cove | St. Johns County, FL

This project included horizontal and vertical control surveys, as well as construction staking on a 7.5 mile, 12" - 20" force main along SR 16 that ran east from Stratton Blvd.

### Keene Road | Pinellas County, FL

On this 4-mile route, Mr. Bouffard oversaw right-of-way maps, control, design, and jurisdictional surveys, as well as different legal descriptions and sketches for right-of-way purchase and easements.

### Circuit 66026 Yukon Tap Loop | Hillsborough County, FL

Mr. Bouffard worked as Survey Manager on this project, which consisted of right-of-way maps and terrestrial scanning (LiDAR) of all topographic features, including tree canopies and existing wire connection information along N. Mulberry Street; E. Waters Avenue; N 15th Street and E. Yukon Street for this 0.7 mile route. Terrestrial scanning was also utilized to locate all improvements and wire connections within the existing Yukon substation.

### Circuit 66020 Habana to Juneau | Hillsborough County, FL

For this 0.4 mile route, Mr. Bouffard acted as Survey Manager for right-of-way maps and terrestrial scanning (LiDAR) of all topographic features, including tree canopies and existing cable connection information, were created along N. Habana Avenue from Lorraine Avenue to W. Bird Street, and then east to N. St. Peter Avenue.

# ETHAN HERBEK, GISP

GIS Project Manager | SAM | ethan.herbek@sam.biz

## Professional Biography

Mr. Herbek has experience in every level of utility GIS development and project management. Throughout his tenure, he has managed all aspects of SAM's mapping projects for cities and counties in more than 15 states

On a daily basis, he coordinates and manages GPS data collection crews and GIS technicians. He is responsible for final geodatabase design on every project, LiDAR extraction and basin delineation mapping, ensuring all requirements are being captured and synchronized with the project plan.

Mr. Herbek is responsible for the daily GIS project development. He serves as the primary contact between the data development team and the client. He leads/attends all project meetings, oversees data integration and development and manages client deliverable requirements. He is directly involved with all project team decisions, ensuring consistent project development and delivery.

**On this contract, Mr. Herbek will manage all GIS project work for the County, including asset mapping and plan development services and GIS deliverables.**

## PROFESSIONAL LICENSES

GIS Professional (GISP) #71950

NASSCO – Completed  
Pipeline, Lateral and Manhole  
Assessment Cert.

OSHA Certified in Occupational  
Safety and Health Training &  
Confined Spaces and Traffic  
Control for Field Engineering &  
Surveying

## EDUCATION

B.S. Geography / GIS Minor,  
Northwest Missouri State  
University

## YEARS OF EXPERIENCE

18

## Select Project Experience

### The City of Bondurant Storm Sewer GPS Mapping and GIS Development | Bondurant, IA

As Sr. Project Manager, Mr. Herbek led SAM's GIS staff in the GPS mapping, inspection and GIS development of the storm sewer utility infrastructure for the city of Bondurant. The SAM field crews utilized RTK survey-grade methods to GPS map and collect attribute data on the storm sewer utility network and also the sanitary sewer and water distribution networks. The information was imported into a web-based GIS program to allow Bondurant staff to view, edit and maintain all utility data from any computer or mobile device. The city can now operate from a single source GIS across multiple users in various departments, working seamlessly across a user-friendly GIS tool.

### NASA Langley Research Center | Sanitary Sewer and Storm Sewer GPS Mapping and Inspection | Hampton, VA

As Sr. Project Manager, Mr. Herbek oversaw the GPS mapping and inspection project of NASA Langley Research Center. SAM utilized RTK survey-grade technology to map both position and elevation of all features. 360 degree photography was also provided with photos linked to each feature in the GIS. The final deliverable was a geodatabase in the Esri environment complete with network connectivity, illustrated flow direction, slope and exact measurement, and unique feature class data layers as requested by NASA.

### City of St. Joseph | Storm Sewer & MS4 GIS Development Services | St. Joseph, MO

As Sr. Project Manager, Mr. Herbek oversaw SAM's GIS department through a series of MS4 and storm sewer projects for the City of St. Joseph since 2007 through renewed Master Agreement contracts. Over the years, SAM has provided GPS mapping, inspection and GIS development of 10,000+ utility features for use in engineering design projects. SAM has also assisted the city's utility department in developing reports and processes to improve their compliance on a federal consent from the Environmental Protection Agency.

### The City of Fairfax, IA | GPS Data Collection and GIS Development | Fairfax, IA

SAM was selected by the city to GPS locate and map all features within the City's water, sanitary sewer and storm sewer utility networks using RTK survey-grade methods. As Sr. Project Manager, Mr. Herbek oversaw the collection of attribute data for all features and data integration into a web-based GIS platform for the city to utilize for asset management capabilities across any computer or mobile device.

# RAY NILES, PSM, CH

Hydrographic Survey Project Manager | DeGrove | [niles@degrove.com](mailto:niles@degrove.com)

## Professional Biography

Mr. Niles is a licensed Surveyor and Mapper and Certified Hydrographer and has been the President of DeGrove Surveyors since 1987. His professionalism, leadership, and knowledge of the industries we serve have made Degrove a Florida leader in surveying and mapping. Mr. Niles has nearly 40 years of experience and is licensed to practice in Florida, Georgia, Alabama, Mississippi, South Carolina, Louisiana, and North Carolina. He maintains a working knowledge of all projects to which Degrove is contributing. His accomplishments and awards illustrate his leadership not only at Degrove, but also in the greater surveying and mapping profession. Below you will find a sample of relevant projects in which Mr. Niles has acted as Degrove's Project Manager.

**On this project, Mr. Niles will manage all hydrographic surveying work, including canals and waterways, for the County.**

## LOCATION

Jacksonville

## PROFESSIONAL LICENSES

Professional Surveyor & Mapper:  
Florida #4112  
Land Surveyor: Georgia; South Carolina; Alabama; Mississippi; Louisiana; North Carolina  
NSPS/THSOA Certified Hydrographer

## EDUCATION

BS, Land Surveying, University of Florida

## YEARS OF EXPERIENCE

40

## Select Project Experience

### St. John's County Utility Dept. | Players Club / Sawgrass Utility Interconnect | St. Johns County, FL

Mr. Niles served as Project Manager and QA/QC Surveyor for the subsurface utility location portion of a proposed 4000-foot pipeline route. In addition to the topographic, utility and control survey that was completed, DeGrove prepared legal descriptions for utility easements.

### St. John's County Utility Dept. | Anastasia Island Wastewater Treatment Plant Subsurface As-built | St. Johns County, FL

Mr. Niles acted as Project Manager and QA/QC Surveyor for the subsurface utility location portion of this large As-Built Survey, which verified the construction and placement of subsurface pipelines throughout the plant. A variety of subsurface pipes were located using electromagnetic location, ground penetrating radar (GPR), and vacuum excavation. This project was particularly challenging due to the complexity and extreme depth of the pipe network.

### St. John's County Utility Dept. | International Golf Parkway Subsurface Utility Location | St. Johns County, FL

Mr. Niles served as Project Surveyor for this project in which DeGrove located all subsurface utilities along an 8.5 mile segment of International Golf Parkway, supporting the design/build of a new reclaimed water line. Electronic utility locators and ground penetrating radar were utilized. DeGrove also utilized a vacuum excavator to complete over 90 soft-dig test holes, confirming utility locations at critical points along the route.

### JEA | Main Street 36" Water Transmission Main | Jacksonville, FL

This project, which is in its third year, involves a Topographic and Subsurface Utility Location survey of proposed route and a water transmission main in downtown Jacksonville. Mr. Niles is acting as the Survey Project Manager in charge of field operations, mapping, and subsurface utility locations, including vacuum test holes.

### JEA | Walnut Street | Jacksonville, FL

As Project Manager for a Topographic and Subsurface Utility Location survey of a proposed route in downtown Jacksonville, Mr. Niles is acting as the survey project manager in charge of field operations, mapping and subsurface utility locations, including vacuum test holes.

## MATTHEW NILES, PSM, CH

Hydrographic Survey Project Coordinator | DeGrove | [mniles@degrove.com](mailto:mniles@degrove.com)

### Professional Biography

Mr. Niles specializes in hydrographic surveys and has served as project manager on a wide variety of projects including hydrographic, boundary, topographic, and utility location surveys. He has performed hydrographic surveys on all 3 coasts of the United States, as well as in Alaska, Mexico, Africa, and South America. He gained a wide variety of knowledge working on projects that included deep water asset positioning and tracking, dimensional control, single beam sonar, side scan sonar, multi-beam sonar, sub-bottom profile, and magnetometer surveys.

**On this contract, Mr. Niles will assist with hydrographic surveying work, including canals and waterways, for the County.**

### LOCATION

Jacksonville

### PROFESSIONAL LICENSES

Professional Surveyor & Mapper - Florida  
FIG/IHO Cat A Certified Hydrographer  
THSOA/NSPS Certified Hydrographer

### EDUCATION

BS, Geomatics, University of Florida  
MS, Hydrographic Science, University of Southern Mississippi

### YEARS OF EXPERIENCE

7

### Select Project Experience

#### USACE | Survey #18-016 – Nassau County Beach Monitoring Survey | Nassau County, Florida

Mr. Niles served as Hydrographic Party Chief and Survey Tech for the final monitoring survey. He completed the hydrographic survey in the field and completed Hypack processing and preparation of deliverables.

#### USACE | Beach Nourishment Construction Support Topographic and Hydrographic Survey | Duval County, FL

As Hydrographic Party Chief and Survey Tech for the final monitoring survey, Mr. Niles completed the hydrographic survey in the field and completed Hypack processing and preparation of deliverables.

#### C.W. Bill Young Regional Reservoir Renovation Project | Hillsborough County, Florida

Mr. Niles served as Hydrographic Party Chief and Survey Tech for multibeam and sidescan sonar survey of a 15.5 billion gallon reservoir. He completed the hydrographic survey in the field and completed Hypack processing and preparation of deliverables.

#### USACE | Survey 17-251 Sea Ray Road | Merritt Island, Florida

As Hydrographic Party Chief and Technician for completion of a multibeam survey of canal channel in the vicinity of a bridge damaged by Hurricane Irma, Mr. Niles was responsible for completing field survey and processing in Hysweep. He produced DEM from data.

#### Marine Archaeological Survey and Pipeline Depth of Cover | Louisiana and Texas Coastal Waters

Mr. Niles served as Survey Technician for a subsea hazard and archaeological survey in multiple locations throughout the Gulf of Mexico. The surveys were performed aboard a 150 ft. M/V Badger out of Port Fourchon, LA. Project and vessel logistics included pre-planned in-house preparation and around the clock dockside mobilization of all related survey suite and supporting post processing equipment.

#### USACE - New Orleans District | Louisiana River Surveys | Baton Rouge, LA

Mr. Niles served as Hydrographic Party Chief responsible for completing RTK and single beam surveys of the Amite and Comite river, near Baton Rouge. This project involved shoreline delineation, establishing temporary GPS monuments, and single beam cross section profile surveys within every 250 feet of the river.

#### St. George Island Harbor Condition Survey | St. George, AK

Mr. Niles served as Survey Party Chief for a topographic and hydrographic survey to identify storm damage to the St. George Island Harbor breakwaters. DeGrove conducted a survey of the area in the entrance or navigation channel to identify possible rocks dislodged by the storm. DeGrove performed bathymetric survey and backscatter imagery, terrestrial LiDAR scanning, GPS control, and topographic GPS data collection.



## TAB 3 – Team Organization, Experience and Qualifications

### d. Innovative Technology-Based Capacities and Examples Utilized on Prior Projects

#### Mobile and Terrestrial LiDAR

SAM offers LiDAR and high-definition terrestrial laser scanning services as part of a broad inventory of advanced surveying and mapping technologies. These state-of-the-art solutions provide survey-quality point data for a variety of applications, including transportation, water/wastewater, and other utility projects.

SAM's mobile mapper vehicles are equipped with two 360-degree sensors to provide data density spacing from 0.01 foot with efficient acquisition of millions of 3-D design points per minute, far exceeding the efficiency of traditional survey methods. Our Teledyne Optech M1 Mobile LiDAR system can gather all the required point measurements in one setting, eliminating the need for addition mobilization cost. The mapping system integrates various sensor types including ultrahigh resolution cameras and LiDAR sensors, as well as GNSS, IMU, and DMI units. The dual scanner LiDAR systems allow for dense, highly accurate point cloud acquisition. When doing mobile mapping, safe collection will be done with speeds that do not impede the flow of traffic and in conformance with posted traffic laws. These multi sensor platforms also provided a constant sensor alignment check via comparison of the separate LiDAR channels on common surfaces throughout the acquisition. State-of-the art sensors and high accuracy positioning system facilitated acquisition of precise point cloud and high quality imagery of the bridges, as well as merging data from different methodologies into a seamless deliverable.

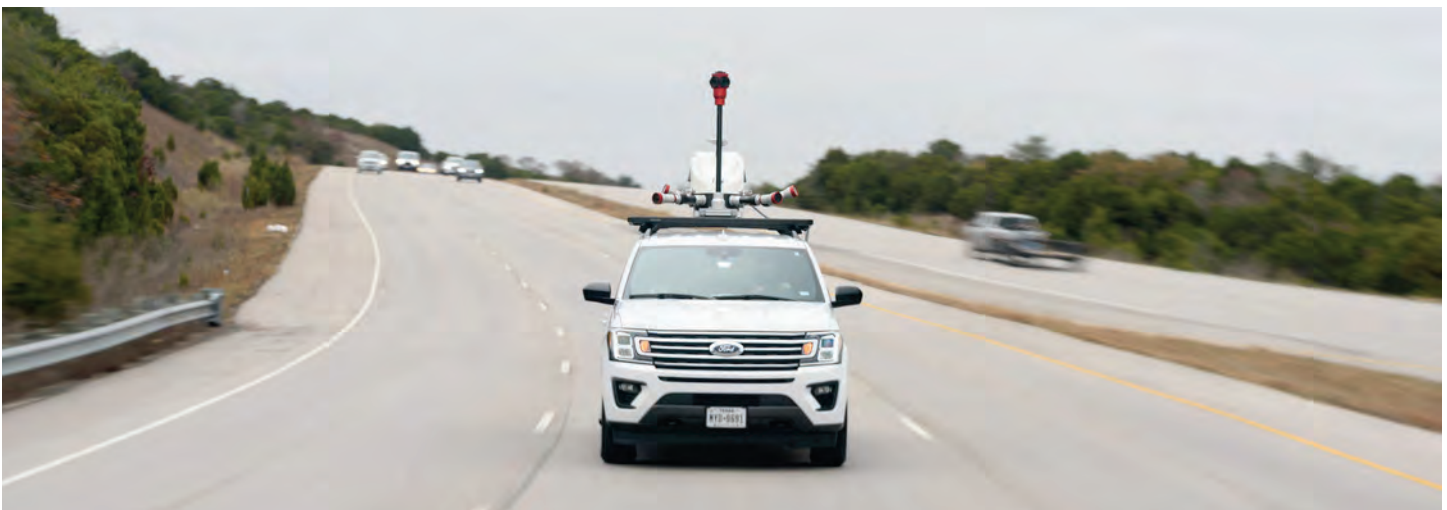
Replacing traditional surveying methods, high-definition 3D laser scanners offer an innovative approach to processing and documenting. Laser scanners measure and photograph virtually everything within the project limits. The data collected by laser scanning are much more accurate and in-depth compared to data collected with tape measures, sketches, or through single point collection using a total station. For example, in a typical 360° scan of an area, SAM can collect millions of points in about 5 minutes – capturing details of the area down to the millimeter. At SAM, we value the safety of our community and our employees. 3D laser scanning is utilized to collect field data without having to comprise safety.

#### Mobile LiDAR | Technology in Action

Recently, SAM completed the data acquisition for FDOT District 2, S.R. 20 (U.S. Highway 27) from Alachua County Line to Suwannee County Line (FP 2084183) using our mobile mapper technology. Our deliverables for the project included a design and as-built survey. Mobile LiDAR was used for the data acquisition of the 12.59-mile-long Resurfacing, Restoration, and Rehabilitation Project on State Road 20 in Columbia County. The data capture of 12 miles took less than a day.

#### Mobile LiDAR | Technology in Action

SAM used mobile LiDAR on the Commonwealth Ave and Pickettville Intersection and Road Improvements project in Jacksonville, FL. SAM provided 3D design survey and Right-of-Way map for intersection improvements and property acquisition. Use of LiDAR technology paired with conventional surveying methods were used to provide time savings and a safer project approach.



## TAB 3 – Team Organization, Experience and Qualifications

### Photogrammetry / Aerial Mapping

Our fully digital mapping department utilizes leading-edge technology, including Unmanned Aircraft Systems (UAS), to provide complete mapping data acquisition and processing services for digital photography and airborne LiDAR. We offer precision planimetric and topographic maps, digital orthophotography, digital terrain models, and mapping solutions for projects across Florida utilizing both rotary and fixed-wing aircraft.

SAM's Aerial Photogrammetric Mapping system provides the ability to procure and decipher integrated photogrammetric and LiDAR sensor products using both digital extraction and conventional digitization to capture both aerial-based photography and LiDAR collection at the same time. SAM uses a combination of traditional photogrammetric process and LiDAR to create highly accurate mapping products to meet our clients' needs. In the event a project requires a photogrammetric or LiDAR mapping element, we will create a ground control diagram and have it approved by County personnel prior to flight. Once imagery or and the LiDAR dataset is captured it will be rectified and checked via ground truthing. After verification, the data can then be used as a stand-alone product or incorporated with other survey data to provide a consistent deliverable to the County.

In recent years, UAS has become safer and more efficient for collecting field data. UAS allows us to mobilize very quickly, especially in an emergency. We use LiDAR and/or photogrammetric methods on UAS for multiple collection applications such as construction monitoring, volumetric calculations, topography mapping, inspections, GIS data collection and for Quality Assurance and Quality Control (QA/QC) purposes. SAM deploys one of the largest fleets of UAS in the nation. All our pilots are Federal Aviation Administration (FAA) approved and Part 107 certified. In addition to the FAA regulations and procedures, SAM has developed safety protocols to ensure our clients that they are getting the safest and most reliable service. Every pilot is trained internally through our UAS Training Program and must maintain monthly active flight logs to remained compliance with SAM's safety protocols.

### Utility Engineering Services

Our engineering capabilities include a full range of construction phase services. We provide Subsurface Utility Engineering (SUE) and Utility Coordination (UC) and use the latest sensing technologies for accurately mapping underground utilities.

Subsurface utility locations are often needed to support the design and assist in decisions that can help decrease potential delay and cost to the project. While SAM services for designating, locating (test holes), and surveying are performed in accordance with ASCE 38-22 Standard Guidelines for the Collection and Depiction of Existing Subsurface Utilities, it is the use of recent advancements in technology and our proprietary software SAM Vantage™ that allow us to aggressively advance its application. Using the recently improved MetroTech vLoc-Pro 3 pipe and cable locator, we create 3D field drawings with survey grade accuracy that can be shared in real time amongst multiple crews and office staff. The result is a 3D field deliverable that facilitates real time QA from multiple stakeholders, greatly increasing quality and work efficiency.

### Photogrammetry/Aerial Mapping | Technology in Action

SAM recently completed an FHP Test track project that was a 100-acre site being developed and funded by FDOT at the FHP Training facility in Midway FL. Using the ALTA-X with a Regal VUX LiDAR sensor, the field control and data acquisition took less than a day to complete. A topographic survey and surveyor's report was delivered to the client for final submittal. Our SUE crews use this technology to photograph the ground paint marking when performing Quality Level B (designating) utilities locate. The ortho-photo produced for the aerial photograph provide the office staff with a bird's eye view of the marked underground utilities and supports our QA/QC procedures.





The most significant weakness of today's geophysical instruments is their ability to find and trace non-metallic utilities, most notably plastic piping that has been installed to replace old cast iron systems throughout the country. SAM's Applied Technology team recently identified and developed state of the art instruments to address this issue. Our Impulse Radar Raptor system utilizes an 18-channel array of Ground Penetrating Radar (GPR) units, customized positioning system, and proprietary software analysis capabilities to easily find plastic piping. The Raptor system can capture high quality data at speeds up to 60 mph, allowing highway data collection without the added cost of flagging, road closure, and other safety equipment typically required. The Raptor utilizes eighteen (18) 450 MHz GPR antennas to cover a 6 ft wide surface in a single pass but can be retrofitted to a smaller 3 ft wide 8 channel array pushcart. The unit is capable of rapidly mapping the horizontal route of plastic piping systems and provides a two-dimensional plan view image that can be imported into Autodesk Civil 3D or MicroStation.



### Utility Engineering Services | Technology in Action

As a cost and time saving method, SAM is using our Impulse Radar Raptor system technology to locate more than 100 miles of water line for the City of Fort Lauderdale's GIS System.

### e. Knowledge of and Compliance with State and Local Laws

SAM has worked in Florida for many years, so our professionals have an innate knowledge of state and local laws gained from experience on projects of every size and type.

SAM has a thorough knowledge of local design standards and construction specifications relevant to our service offerings. As an experienced Florida surveying firm, we always adhere to the Florida Administrative Code and Standards of Practice.

Other standards or specifications may become applicable on specific projects, and will be followed when required. For example, specific survey datum (adopted by the County) may be required for project work. In such instances, SAM will adopt and implement these requirements.







## **TAB 4**

# **Project Understanding, Approach and Methodology**

## TAB 4 – Project Understanding, Approach and Methodology

### Firm's Understanding and Approach to Accomplishing Various Projects

#### Executing Specific Project Scopes

SAM has 29 years of experience performing continuing services contracts for numerous agencies across the United States. Our local Northeast Florida offices bring an understanding of the needs that will come with the Nassau County Contract. SAM has the technical and management expertise to deliver surveying services for any type of project the County may require, including park and recreation facilities, storage buildings, parking garages, maintenance buildings, utility pipelines, underground utilities, water and wastewater treatment plants, marine facilities, seawalls, docks, fire stations, community centers, bridges and roadways, drainage structures and culverts, wind turbines, shade structures and office buildings.

**The SAM Team understands that we have to deliver accurate, precise field measurements, complete property owner information, and correct CAD file formats that provide a high quality database for County consultants to utilize for design services.**

As with all continuing services contracts, SAM is prepared to be assigned a wide variety of survey projects, all with different sets of objectives and survey needs. The first goal of any project assigned will be to establish reliable coordination with the County and all parties involved. Our approach to every project is founded on responsiveness to the client's needs and our commitment to supply quality services. This is achieved through an open line of communication with the County and careful attention the details of the scope.

Our past experience has shown that the most critical part of the project is getting a clear understanding of the services and goals of the project from the very beginning of the scope. SAM defines success when the County receives the deliverable they expected (i.e. level of detail necessary, correct format and within the required time frame and budget). If the County's needs are not understood or met by SAM, then a significant portion of the work on our part can be a wasted effort. SAM's staff will attend all scope of services meetings where survey information is discussed to get a clear understanding of project specifications and address any questions the SAM Project Manager may have. During the creation of the proposal to Nassau County, SAM's Project Manager will identify, coordinate, and schedule all resources and equipment needed for this project. With SAM's schedule and work details in place, the team will be ready to begin the execution of the project immediately upon the County's approval of the proposal.

SAM's local staff has 70 years of project experience in Northeast Florida, giving us an in-depth understanding of the local area and the unique factors that could affect project work. These factors include manpower needs, weather, working with the public, permitting requirements (and permitting timing) to complete these projects. This provides SAM with vital knowledge and the ability to proactively plan for these factors, which could cause scheduling issues (e.g. tree cover/time of year, local weather, etc.)

SAM's group of professionals understand that they represent Nassau County and the local community when performing the tasks required on this contract. Our Team has established standards for interacting with the public and understands that the respect for property owners is paramount. We will exhaust all means available to contact property owners in advance of field work. Prior to launching any project, we will coordinate with the County to make sure property owners are notified prior to our arrival on site as we understand that projects can be sensitive to the public.

Throughout project execution, SAM's Contract Manager and Sr. Project Manager will meet on a weekly basis and provide a status update to the County. This regularly scheduled communication helps establish a good working relationship between all parties, and helps ensure that all project goals are being met. After completion of the project, SAM will perform an internal quality review to verify that project specifications have been achieved and the deliverable is complete and accurate before sending the final deliverable to the County. We will adhere to any checklists provided by the County, as well as our own QA/ QC checklists. At SAM, we welcome feedback from our clients on our deliverables. SAM will schedule a debrief meeting after the County's review and acceptance of the project to proactively request any feedback that can help us improve communication and the execution of our services. **SAM is committed to our client's satisfaction by supplying the highest quality survey products that meet or exceed all specifications set forth by our client, as shown in our scope understanding on the following pages.**



## TAB 4 – Project Understanding, Approach and Methodology

**Topographic Surveys with Total Stations:** Topographic surveys can range from small intersections to a large, wooded areas. Since each project is unique, SAM has the capability to apply our advanced technology to adapt to each assignment. SAM uses a range of survey tools to prepare detailed topography for design and permitting, including the traditional total-station, LiDAR laser scanners, and aerial-based photogrammetric cameras. Combining methods allows SAM to expand our ability to meet site conditions, swiftly deliver an accurate survey, and all the while decreasing cost to the client. Our deliverable, final product will incorporate the use of breaklines, significant features, spot elevations (50' grid, 100' grid), etc. determined by individual specifications for each project site, to produce accurate contouring, clear planimetric representation, and accurate digital terrain models.

**Producing Electronic Survey Files:** SAM employs only qualified personnel to properly manage and oversee the production of our deliverables. Our project managers are licensed professionals, versed in local standards and practices for Nassau County. Our Project Managers meet regularly with field staff and technicians to review the scope of work and applicable standards for each project. The field survey data is checked for continuity with the field notes, processed and compiled daily by CAD technicians after review by the project manager. Survey data analysis is performed by the Project Manager and clarified for the CAD technicians prior to incorporating into any drawing. After completion of the CAD file and compilation of all the field data, the Project Manager will review a draft of the electronic survey files or plats. These reviews include a full review of the project scope, along with checklist from the County's standards including checks for completeness, accuracy and that all technical and project specifications have been achieved.

**Construction Staking and Layouts:** SAM performs construction staking to analyze and interpret architectural and civil plans and calculate appropriate points to be staked in the field. SAM is a leading provider of construction staking services working with general contractors, construction companies and directly for project owners. We perform construction survey layout services for all proposed improvements including buildings, walls, roads and utilities. SAM is experienced with working directly with on-site construction managers to provide required survey services and to provide the required reports, sketches and cutsheets that represent the survey results and findings to the client. Additionally, SAM has a long history of providing monitoring of items that need to be checked for movement during construction, using either conventional survey methods or terrestrial scanning.

SAM's local experience with construction staking makes it one of our regional specialties. Our team has a diverse background which brings an innate understanding of the flow of construction projects, giving us the ability to anticipate needs and ensure staking is fresh and ready at the moment it is needed. Our deep bench of field resources also gives us the ability to be responsive to short-notice requests.

SAM's institutional experience in construction has also led to best-in-class QA/QC procedures in developing staking plans. We maintain detailed records of all activities to increase accountability among all parties in a construction project and give our clients peace of mind.



## TAB 4 – Project Understanding, Approach and Methodology

**As-Built Surveys:** SAM performs as-built surveys at the completion of site construction projects. SAM will field locate all site improvements including building, curblines, edge of pavement, parking, sidewalks, walls, fences, and any other site amenities. The as-built survey includes obtaining elevations to verify compliance with the construction plans. The locations and elevations often include the tops and pipe inverts of storm drainage structures and wastewater manholes. After the field work is completed, it is processed in the office and drafted into a survey. The site improvement locations and elevations are compared to the construction plans to ensure conformance with said plans. A survey showing the as-built conditions, with both horizontal locations and elevations, is prepared and signed and sealed by a Florida Surveyor.

**As-Built Drawings on Newly Installed Infrastructure:** SAM's as-built drawings help us compare and contrast between designed and final specifications on infrastructure work. The final as-built drawings will include all changes made throughout the life of the construction project. These types of drawings offer important benefits, like assisting the facilities team, streamlining the permitting process, and improving the renovation process.

**Providing AutoCAD Deliverables:** AutoCAD Civil3D deliverables will be produced in accordance with Nassau County Surveying and Mapping guidelines and any special project-specific requirements. SAM will review surveys for errors, ambiguities, omissions, consistency with other similar and/or adjacent projects' constructability, and conformity with drafting standards and design criteria. After a technician completes and reviews a drawing, the following verification takes place on check prints:

- + Review by the project's Senior Technician for drafting standards, accuracy, omissions, and project-specific requirements.
- + Review by the Lead Surveyor for conformity with the project criteria and Mapping requirements.
- + Independent Peer Reviews: Prior to all outgoing milestone submittals, the Independent Review Surveyors and Technicians will review the submittal. Typically, these surveyors and technicians are employed by SAM, but have not been involved in the project's daily activities and plan production.

**Operating GPS equipment to provide geographical or State Plane coordinate locations of control points or features:** The SAM team has completed a variety of projects from "Blue Booking" county GPS control networks, State-wide control networks for LiDAR mapping to locating miles of wetland sites using GPS unit with beacons. SAM has maintained the in-house staff that "Blue Booked" GPS control networks in the State of Florida for the past ten years. The SAM team has one of the largest GPS equipment inventories in Florida from solo base stations, mapping grade GPS units (wetland mapping) to full RTK units working with statewide networks such as FDOT's network. SAM has performed testing for the FDOT's GPS network and maintains a CORS station tied into the FDOT network. The following paragraphs describe in brief our overall approach to providing GPS survey control.

**Identification of Existing Monuments and New Control Points:** Based on the control requirements identified in the project planning phase, existing permanent monuments are recovered and serve as the mapping reference network. New control points are referenced to the client specified coordinate system. Temporary control points will be established such that they can be attended should it become necessary.

**Field Data Capture of Control Points:** The points will be located by survey personnel and final placement of these points will be confirmed and approved by the project's PSM; they will mark each point by semi-permanent monumentation, and a complete point description will be made. A sufficient number of National Geodetic/Spatial Reference System (NGRS/NSRS) monuments will be included in the network to assure that the specified horizontal and vertical accuracies will be achieved. There are six generally recognized industry standards used for specifying spatial mapping products and resultant accuracy compliance criteria:

- + Office of Management and Budget (OMB) United States National Map Accuracy Standards (NMAS)
- + American Society of Photogrammetry (ASP) Specifications for Aerial Surveys and Mapping by Photogrammetric Methods
- + U.S. Department of Transportation (DOT) Surveying and Mapping Manual Map Standards
- + American Society of Photogrammetry and Remote Sensing (ASPRS) Accuracy Standards for Large Scale Maps
- + American Society of Civil Engineers (ASCE) Surveying and Mapping Division Standards

## TAB 4 – Project Understanding, Approach and Methodology

- + U.S. National Cartographic Standards for Spatial Accuracy
- + USDOC National Geodetic Survey (NGS) National Spatial Reference System (NSRS) Federal Geodetic Control Subcommittee (FGCS) Standards and Specifications

Depending on the type of survey conducted and data use, the Team will follow the appropriate guidelines and specifications. Upon completion of this phase, the locations will be plotted, and a network vector diagram will be designed in accordance with the Project Manager’s guidelines concerning redundancy and repeat baseline measurements. Trimble Business Center Mission Planning Software is used to design the optimum GPS observation sessions. A minimum of four Trimble Surveyor Geodetic GPS receivers are deployed for measurements. Each observer is given descriptions of the points to be surveyed each day, including log sheets indicating start and stop times for each session and point designations. The observers will also be given local maps and specific instructions relevant for the day’s work. The SAM Team uses Static GPS technology on a routine basis for establishing and verifying survey control. The SAM Team has experience in both single and dual frequency observations, vector processing, and network adjustments. Survey control reports will be produced in accordance with County’s Standards. All horizontal control is established on a Florida State Plane Coordinate Zone East. All vertical data is established on North American Vertical Datum 1988 (NAVD88).

**Legal Descriptions:** All legal descriptions will include a letter certified by a Florida PSM responsible for preparing the documents. All work will be in accordance with the County’s requirements. Deliverables will include a copy of the legal description with the Title Search Report and the closure report signed and sealed by a PSM licensed in Florida.

**Title Searches and Title Reports:** Title Search Reports are necessary when facilities are expanding and require the acquisition of lands. The SAM Team understands that conducting a current title report for targeted parcels is necessary to ensure clear ownership and the absence of encumbrances to these properties. Each Title Search Report will include a complete cover sheet with the requested information and requirements according to the County’s requirements. SAM will provide the necessary Title Search Report for each parcel where its required.

**GIS/Geospatial Data Management/Asset Management:** SAM offers Geographic Information Systems (GIS) and Spatial Data Management services that complement our core surveying, mapping, and data acquisition capabilities. We provide our clients with purpose driven, integrated products and services that are specifically tailored to their unique requirements. We have extensive experience providing solutions for clients across a full range of leading industries.

We specialize in integrating data across service disciplines to develop innovative and cost-effective data management solutions that eliminate silos and provide faster access to a single source of truth for office and mobile platform environments. SAM works to thoroughly understand our client’s unique needs and help them choose the right applications—whether they are custom or best-of-breed third party— to fit their project requirements. We support a complete workflow for Spatial Data Management, from planning through data collection, domain development, quality control, and ultimately data delivery in a full range of client-ready formats.



Data capture is only the beginning of most projects and Spatial Data Management is the key to providing clients the solutions they actually need. We offer a full line of tools and services for geospatial data utilization, including desktop, mobile, and cloud applications pertinent to the markets we serve. We provide purpose-driven geodatabase platform tools to capture, utilize, and manage a wide variety of dataset types.

SAM is pleased to be a part of the Esri Partner Network and although we focus most of our GIS development, customization, and implementation efforts on Esri-based applications, we can easily handle data from, interface with, and deliver data to other GIS and CAD systems.



## TAB 4 – Project Understanding, Approach and Methodology

**Aerial Mapping and Digital Terrain Modeling:** Backed by over 30 years of aerial survey experience, SAM has developed and tested a well-documented system of checklists for each production phase to ensure procedures are followed. Our internal quality inspection process involves Project Managers and Geospatial Leads all of whom are subject matter experts meeting on a weekly basis or as needed to plan project execution, review project schedules, discuss issues encountered and propose solutions. From the moment the Project Manager receives Notice to Proceed (NTP) or a signed work order from the client, a team of experts meets to discuss the project scope and develop a project specific execution plan. Project kickoff documents are prepared and distributed to all personnel assigned to the project. This document lists all data depositories, the seed file to be used for mapping, cell libraries / feature codes specific to the project, boundary file to be used for flight planning and mapping, the projection and units, project deliverables and project specific requirements, project due date and other project pertinent information. From this document, the Project Manager prepares and submits an internal acquisition request form to the Acquisition Manager and Project Surveyor. Their completed flight plan and aerial ground control / ground truth layout are returned to the Project Manager for review and approval.

These explicit procedures are repeated for each stage of the survey process including:

- + Flight plan checks before flights commence
- + LiDAR and imagery data coverage checks after acquisition prior to demob
- + Redundant data checks for data copying from hard drives to network storage
- + Relative tie checks on the data between flight lines check points
- + Ground control checks to the calibrated data iterative checks on the extracted data as we process up to and after completion of the deliverables.

Intermediate products and deliverables are signed off at each stage by senior level technicians who review and prepare the data for the next step of the project life cycle. Forms are filled and statistics computed and reviewed where necessary for continuous documentation and validation of the data. Upon completion, the Project Manager delivers the data to the client and submits a signed accuracy report detailing the various processes involved in production and the statistical results obtained.

**Land Surveying:** SAM's land surveying capabilities include field survey and inspection. SAM's field survey crews have a wide range of experience in performing all types of surveys including topography, boundary, locating existing property corners, marking property corners, staking existing or proposed easement boundaries, on-call field surveys, and inspections. They are equipped with the latest technology, including GPS receivers, total stations and data collectors. SAM's field survey crews download their survey data daily, which is checked and verified by SAM's office staff.

**Hydrographic Surveying (including canals & waterways):** Hydrographic surveying i determines the physical features of an underwater area, like a canal, waterway, or a lake. Like topographic or land surveys, these surveys use special equipment to measure and define a body of water to support marine construction. These types of surveys are needed for projects such as building docks or marinas; dredging; waterway planning; diversion of water sources; removing soils; and wreck location.

**Providing Asset Mapping and Plan Development Services:** SAM also maintains the professional staff and capacity to provide GIS development, data extraction and updates to more than 100 clients on an annual basis. We provide service and support to our clients long after the implementation of their GIS data and software solutions. Municipal and utility clients also rely on SAM to periodically maintain their utility GIS program with GPS field updates. We are confident in our ability to provide exceptional GIS data collection services on projects of all sizes and complexities, while providing timely and outstanding technical support to each and every client. On a daily basis, our project management staff oversee dozens of projects involving geodatabase development, custom tool development, utility data collection, quality control, asset management integration and GIS technical support. On every project, regardless of size and complexity, SAM tailors the geodatabase specifically to the client's needs. SAM has provided this level of detail to every client. We work with large custom datasets and rigorous delivery standards for public and private organizations.



## TAB 4 – Project Understanding, Approach and Methodology

SAM has a solid understanding and integration experience with many different asset management programs. Combined with custom data design, our staff can effectively plan and implement a system to meet the needs of any client. We have successfully integrated and consulted for clients with the following independent platforms and systems:

- |                  |                           |                         |
|------------------|---------------------------|-------------------------|
| + Cityworks®     | + WinCAN                  | + Energov               |
| + Cartegraph     | + NISC                    | + Cues GraniteNet       |
| + SEMS           | + Summit–DataTechnologies | + IT Pipes              |
| + Dude Solutions | + IBM Maximo              | + PubWorks              |
| + Incode         | + Hansen                  | + Accela                |
| + ArcGIS Online  | + Beehive                 | + Geocortex® Essentials |

SAM is committed to providing all necessary resources to meet the County’s project deadlines. With the aid of state-of-the-art technology, SAM’s experienced staff is more than capable to handle the anticipated workload for this project.

### Quality Control Program

Our quality assurance/quality control effort will begin at the moment we prepare for a field crew to mobilize to the project site. Prior to beginning fieldwork, the project scope, requirements, and procedures are discussed with each field crew. Field crews are provided with field packets that contain the written scope of work; access and project contacts; safety plan; horizontal and vertical control schemes; horizontal and vertical data sheets; accuracy requirements; parcel maps with aerial overlays showing deed calls; and procedure checklists. Safety concerns and protocols appurtenant to each project location are reviewed with each field crew along with information for the nearest hospital or urgent care facilities. Our field personnel are corporately trained in Smith driver safety and OHSA-10 standards upon their initial hire into SAM, in addition to completing on-going training as part of SAM’s focus on continual education. SAM’s group of professionals know that they are representing the County when performing the tasks required on this contract. Our team has established standards for interacting with the public, understanding respect for property owners’ rights is paramount.

Quality Control doesn’t end when the field data has been collected, as SAM employs only qualified personnel to properly manage and oversee the production of our deliverables. Our project managers are licensed professionals, versed in local standards and practices for the County. Our project managers meet regularly with survey support team, field staff and technicians reviewing the scope of work and applicable standards for each project. The field survey data is checked for continuity with the field notes, processed and compiled daily by CAD technicians after review by the project manager. Boundary analysis is performed by the project manager and clarified for the CAD technicians prior to incorporating into any drawing. After completion of the CAD file and compilation of all the field data, the project manager will review a draft of the survey files or plats. These reviews include a full review of the project scope along with checklist from the County including checks for completeness, accuracy and that all technical and project specifications have been achieved. At SAM, we welcome feedback from our clients on our deliverables and the County can be confident that we will address any comments from their staff in a timely manner.



### Maintaining or Advancing the Schedule for Specific Tasks or Projects

All project tasks will be scheduled, taking into account all prerequisite and lead time factors. Tasks are monitored for timeliness and completeness. In the event that a task appears that it might fall behind schedule, additional staff is added to keep the project on schedule. As one of the largest full-service surveying and mapping companies in the United States and with our strong local team, SAM has the capacity to field additional field crews along with professionals and support staff consists of licensed surveyors, and technician, to advance any project the County may need.

SAM prides itself in maintaining ongoing communication with County throughout the life of a project and/ or contract. The primary means by which this occurs is through regularly scheduled meetings that include County representatives and SAM team members. In addition, SAM prepares a project directory at the beginning of each contract that includes all contact information of each person involved with the contract.

## TAB 4 – Project Understanding, Approach and Methodology

SAM's management philosophy is to identify and resolve critical or problem areas before they prevent a project from commencing or continuing in a successful and timely manner. Communications with all of the parties involved in all projects is key to accomplishing this goal.

### Management Capacity and System for Coordinating Work

Here at SAM, we believe in a partnering approach with our clients to find the most efficient and cost-effective solutions to their geospatial needs. As a consultant for the County, we will fully participate with you in scoping each project thoroughly, which could include meetings, preliminary site visits and/or research into the area to provide feedback on potential project needs or site issues. Once project has been identified and we have assess the needs of the project, our operations manager will assign a PM that will the subject matter expert for that project.

SAM will consider the appropriate survey methods, such as traditional ground surveys versus mobile LiDAR aerial mapping, to determine the best recommended approach for each individual assignment. Our PM will then provide a written scope of work for review by the County along with milestone dates, deliverable formats and proposed fees. Our in-house Survey management staff's understanding there are all types of projects and recognizing the requirements based on local ordinances or design criteria will allow us to provide efficient and cost effective solutions to best meet the County's needs on their projects. When the County provides the notice to proceed of task order, the PM will provide an updated schedule, weekly performance review, attend any meeting that is required for the project. The project will begin with researching, executing field data collection, drafting the survey drawing, submitting a preliminary to the client for review, addressing any comments provided by the client and performing QA/QC of the final product by the surveyor in charge. Once the final deliverable is complete, SAM will schedule a meeting with the County to conduct a final review and provide any lessons learned.

### Approach to Subconsultant Management

Upon assignment of work, SAM will formalize the Task-specific Staffing and Resource Allocation Plan to support operations and ensure contract compliance. Our Plan focuses on building a structured project management environment that mobilizes required project personnel to the job site with appropriate office support from the SAM Team. SAM will utilize a balanced approach to staffing levels on each assignment to minimize costs while maintaining proper oversight. We understand that hydrographic survey personnel utilization must be approved by the County prior to any work being initiated on these projects.

### Communication

SAM takes a proactive approach to communicating issues to our subconsultants as they arise and providing potential solutions for the County's consideration, especially when our expertise can provide cost savings benefits. SAM recognizes that the success of the project relies upon early and regular communication and coordination with our subconsultants, including identifying and engaging all appropriate stakeholders. This begins with SAM's Contract Manager, Don Johnson, acting as the primary point of contact for the County. Mr. Johnson will act as a intermediary between our subconsultants as soon as an assignment is received, to ensure they are engaged early and a proper scope of services is prepared that addresses stakeholder concerns and needs.

### Quality Plan for Subcontractors

Our Quality Plan has QA activities incorporated into our daily work tasks to produce the most accurate and correct results from our subconsultants. Standardized field and office procedures reduce data collection errors and we incorporate measures at critical path points in the project workflow to ensure the validity of collected data and computed values by the subcontractor. These measures can take the form of spot checks of the subcontractor's work, redundant measurements, performing part of the task using a different methodology to test results, or double checking our procedures when the results obtained in our initial endeavor aren't expected.

SAM's Quality Control (QC) process is designed to monitor all subcontractor workflow processes throughout a project using quality checklists to ensure compliance with our submittals, contract, task, and County requirements on any assignment. This internal quality auditing tool is continually reviewed and updated at each major stage or milestone of a project, enabling our Contract Manager or PM to detect any potential quality issues at the earliest point possible, so that corrective actions can be taken. QC of subcontractor deliverables includes multiple levels of checks prior to delivering the final work product.

- + **Submittals:** At the onset of the project, all deliverables will be accurately identified by the PM following his analysis of the project scope of services. Milestone submittals of these documents will be established and shown on the project schedule. Items requiring special QC procedures or outside expertise are identified, secured, and scheduled at that time.

## TAB 4 – Project Understanding, Approach and Methodology

- + **Independent Peer Reviews:** Prior to all outgoing milestone submittals, the Independent Review Surveyors and Technicians will review the subcontractor's submittal. Typically, these surveyors and technicians are employed by SAM but have not been involved in the project's daily activities and plan production.
- + **Final Deliverables:** To allow for quick and effortless reviews by County personnel and before we provide final deliverables, SAM will perform a series of quality reviews of both internal and external work products to ensure that the County receives accurate and complete data in the first submittal. All final submittals will be in strict conformance with County-specific standards and will include a signed and sealed Surveyor's report.

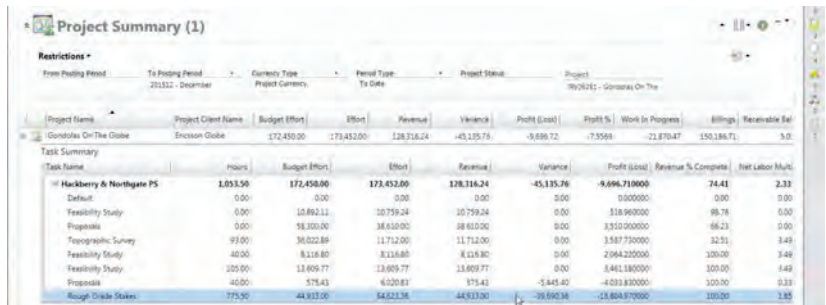
### Firm's approach in developing cost estimates; concepts that may enhance value and quality; any favorable cost containment approaches

#### Developing Cost Estimates

In order to develop cost estimates, SAM will write a detailed scope of services, based upon the deliverable required for the project and using the information gathered from the County. The scope will include the limits of the survey, methods of collecting data, and types of work being performed, as well as other critical items involved in the project. SAM will then submit the scope to the County for review and comment. Once the County has had the opportunity to provide input and the scope of work is agreed upon, SAM will prepare and submit a complete proposal to the County that will include the cost estimate and schedule.

#### Minimizing Labor Costs

SAM accomplishes cost control through careful project planning, measuring performance against the plan, evaluating corrective actions as needed, and communicating this information to the project team and the County in a timely manner. This formula for cost control has proven effective for cost allocation and control on numerous contract assignments managed under ongoing contracts. SAM uses the BST financial system for direct electronic access and interaction with the company's main office accounting files (illustrated). Through routine monitoring of the BST financial system and schedule reports, and frequent communication with the County and our subcontractors, any deviations from the original plan can be detected by the Project Manager in the early stages allowing corrective actions to be implemented. By following our proven cost control formula, we are confident that budgets for the projects under this contract will be managed successfully.



Project Name	Project Client Name	Budget Effort	Effort	Revenue	Variance	Profit (Loss)	Profit %	Work In Progress	Billings	Receivable Bal
Condules On The Globe	Encompass Globe	172,450.00	173,432.00	128,316.24	-45,115.76	-9,696.72	-7.3568	-21,870.47	150,186.71	3.8
<b>Task Summary</b>										
Task Name	Hours	Budget Effort	Effort	Revenue	Variance	Profit (Loss)	Revenue % Complete	Net Labor Multi		
Hackberry & Northgate PS	1,053.58	171,458.00	171,452.00	128,316.24	-45,135.76	-9,696.719000	74.41	2.33		
Default:	0.00	0.00	0.00	0.00	0.00	0.000000	0.00	0.00		
Feasibility Study:	0.00	10,962.11	10,739.24	10,739.24	0.00	318.960000	98.78	0.00		
Proposals:	0.00	98,300.00	98,610.00	98,610.00	0.00	3,313,000.00	98.23	0.00		
Topography Survey:	92.00	38,022.89	11,742.00	11,742.00	0.00	3,887,750.00	32.51	3.48		
Feasibility Study:	40.00	3,116.80	3,116.80	3,116.80	0.00	2,984,220.00	100.00	3.48		
Feasibility Study:	100.00	13,609.77	13,609.77	13,609.77	0.00	8,441,180.00	100.00	1.48		
Proposals:	40.00	578.43	6,020.83	375.43	-5,645.40	-4,033,830.00	100.00	0.33		
Rough Grade Stakes:	775.90	44,813.00	64,213.96	44,813.90	-19,399.10	-18,804,870.00	100.00	1.85		

#### Providing Cost Savings to the County

SAM prides itself on being an innovator in geospatial technology. We are one of the few companies that can provide traditional land surveying, SUE, aerial mapping, mobile LiDAR, and aerial LiDAR all from the same office. We routinely provide these services within a singular project, aiding our clients with multiple needs, while easing their workload by coordinating with only one consultant under one contract. We are a partner with Trimble, a leading manufacturer and developer of geospatial equipment and software, allowing us to put the latest technology in the field to work for our clients. All of our field crews are equipped with a Trimble Robotic Total Station and Trimble GPS receiver in every truck.

SAM provides a complete suite of LiDAR acquisition and processing services. Our LiDAR mapping services include aerial data acquisition from our helicopter, fixed-wing aircraft, unmanned aerial systems (UAS), and land-based acquisition from fixed and mobile platforms. At SAM, we own our own aircraft, so we are not reliant on second and third party providers. Within our SUE team, we have vacuum excavation trucks local so we don't have to coordinate out-of-town resources for local projects, enabling our team to provide these services swiftly without the added costs of travel. We apply this technology into our workflow to streamline our processes. SAM has developed proprietary systems for field crews to upload data from the field to virtual servers in order for office staff to have instant access to the information on a daily basis. This allows our managers to constantly track progress of our projects and provide QA that the project limits are being met and our data is precise.





# TAB 5

## References

## TAB 5 – References

### References

At SAM, we believe the best evaluation of our work comes from our past and current clients that can attest to the quality of our workflows, processes, and deliverables.

Client name, address AND phone numbers, and e-mail addresses	Description of all services provided	Performance period	Total contract value
<b>Pond &amp; Company</b> David Schmidt, Project Manager 1200 Riverplace Blvd, Ste. 600 Jacksonville, FL 32207 David.Schmidt@pondco.com D: 904.559.0117 M: 904.962.5903	<b>Emerald Trail Hogan St. City of Jacksonville:</b> Provided Topographic Surveying and Underground Utility Location with Test Holes	2022-2023	Project Cost: \$98,000
<b>HDR Engineering, Inc.</b> George McGregor, Project Manager 76 S Laura Street, Suite 1600 Jacksonville, FL 32202 George.McGregor@hdrinc.com Phone: (904) 598-8900	<b>Northbank Bulkhead Replacement Project, Duval County, FL:</b> Provided the Topographic and Underground Utility Location for the Northbank Bulkhead Replacement Project, which consisted of approximately 2,081' along the existing Riverwalk in Downtown Jacksonville.	2022-2023	Project Cost: \$75,867
<b>Wood PLC</b> Tom Fallin, P.E., Project Manager <i>(Now with BGE, Inc)</i> 6256 Greenland Road Jacksonville, FL 32258 Mobile: (904) 268-2884 Tfallin@BGEinc.com	<b>McCoy's Creek Restoration Project, Duval County:</b> Provided Right-of-Way Control mapping and Topographic Surveying Services to aid in the design phase of this project.	2019-2022	Project Cost \$275,000
<b>GAI Consultants</b> Ron Hoogland, Project Manager 12574 Flagler Center Blvd. Ste. 202 Jacksonville, FL 32258 T 904.363.1110 r.hoogland@gaiconsultants.com	<b>East Road Sidewalk and Drainage Improvement Projects, City of Jacksonville:</b> Provided Topographic and Right-of-Way surveys	2019	Project Cost \$23,900
<b>GAI Consultants</b> Nick Moussa, Project Manager 12574 Flagler Center Blvd., Ste. 202 Jacksonville, FL 32258 T 904.363.1110 n.moussa@gaiconsultants.com	<b>Riverplace Blvd Bicycle and Pedestrian Improvement Survey for the City of Jacksonville:</b> Provided a complete topographical survey of the route All Right-of-Ways, property lines and easements. Underground Utility Locations mapping.	2018-2019	Project Cost \$31,850





## **TAB 6**

### **Current Workload**

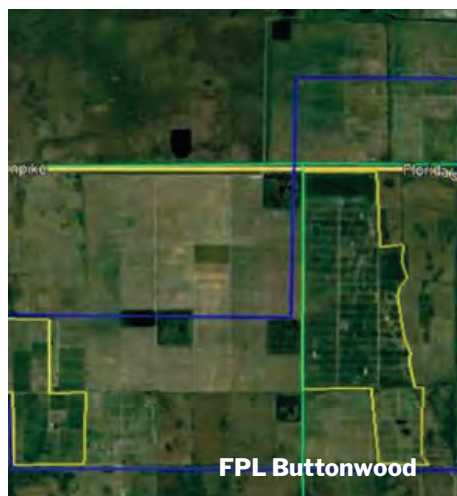
# TAB 6 – Current Workload

## Current Workload

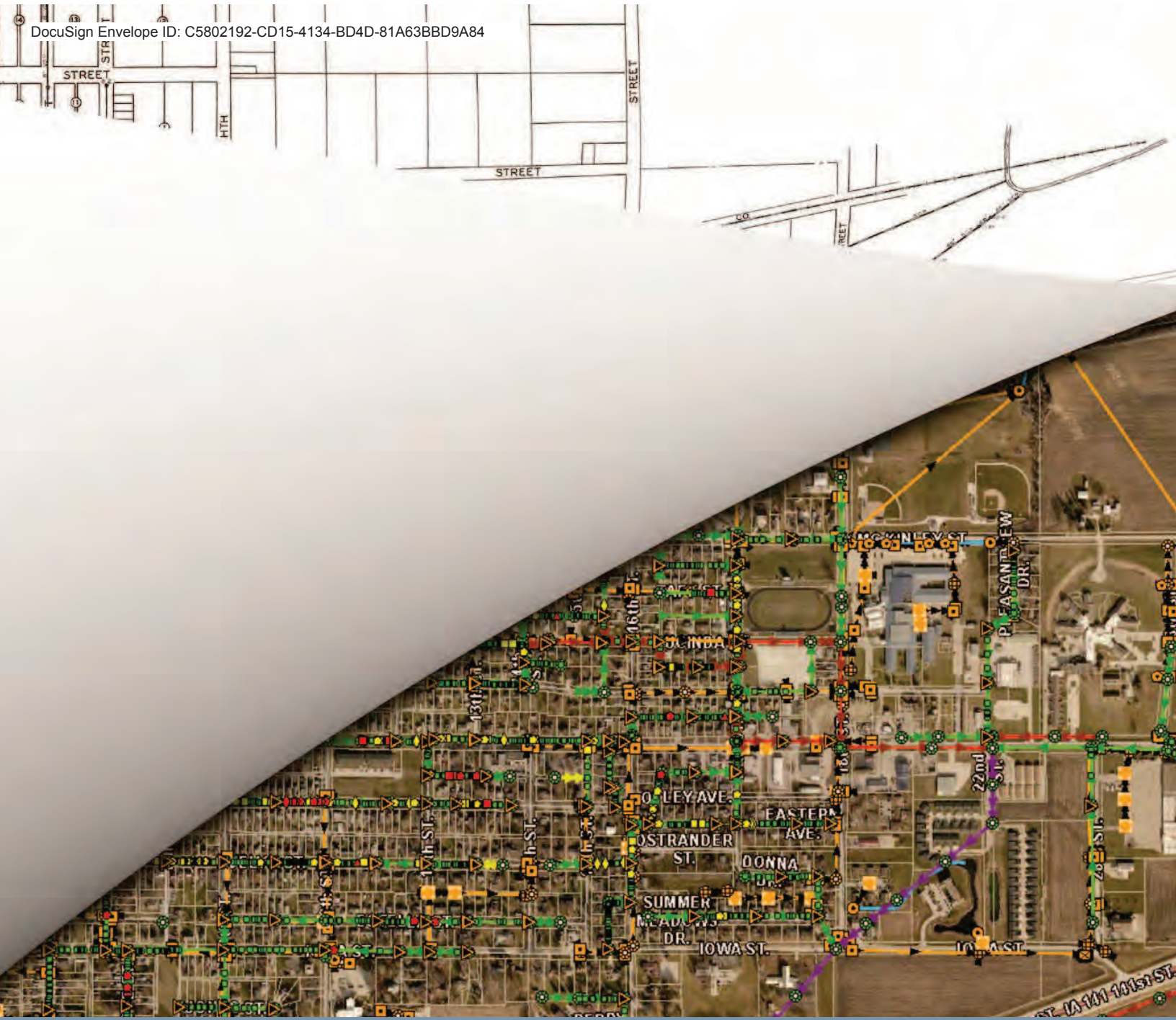
In this section, we have included SAM’s current workload for our Jacksonville offices, which will handle this contract, along with schedules for completion and our role in the project. SAM understands that adhering to the schedules of our clients is of the utmost importance and it is because of this that we continually monitor and adjust our staffing capabilities to facilitate our workload.

Our team will be available 100% of the time to work on any task assignment for this contract. We will commit our full attention to each of the County’s projects in order to meet the scheduled due date and stay within the budget.

Current Project	Schedule for Completion	Role – Prime or Sub?
FPL Terrill Creek	Ongoing - 80% Complete	Sub
FPL Buttonwood	Ongoing - 75% Complete	Sub
Normandy 7 Brew Construction	Ongoing - 70% Complete	Prime
Gerona 7 Brew Construction	Ongoing - 70% Complete	Prime
McCoys Creek Utility Relocate	Ongoing - 75% Complete	Sub
JEA Transmission Lines Easements	Ongoing	Sub
City Square Dr. As-Built	Ongoing - 90% Complete	Prime
RCBF Herlong and Middleburg Parcels	0% Complete	Prime
RCBF College Dr., Clay Co.	0% Complete	Prime
C & C Powerline Circuit 917	Ongoing - 90% Complete	Sub
Emerald Trail	Ongoing - 90% Complete	Sub
Jax LNG Phase 2B Asbuilt HDR	Ongoing - 80% Complete	Sub
North Bank Bulkhead 3/Coastline Drive HDR	Ongoing - 70% Complete	Sub







# TAB 7 Technology

## TAB 7 – Technology

### Technology

SAM prides itself on being an innovator in geospatial technology. We are one of the few companies that can provide traditional land surveying, SUE, aerial mapping, mobile LiDAR, and aerial LiDAR all from the same office. We routinely provide these services within a singular project, aiding our clients with multiple needs, while easing their workload by coordinating with only one consultant under one contract.

SAM owns and operates state-of-the-art technology and the latest computer hardware, software and communications technologies to meet client schedules and project specifications. In the last two years, SAM allocated \$17.8 million into new technologies and innovative solutions to increase the ability to survey sites, update deliverables to depict survey information in a more intelligent manner, and other means to further solidify our place as an industry leader in land surveying services. We regularly upgrade our systems and software ensuring our clients benefit from the efficiency and accuracy of the latest enhancements.

We are a partner with Trimble, a leading manufacturer and developer of geospatial equipment and software, which allows us to put the latest technology in the field to work for our clients. Using the latest technologies in the field and office, our survey field crews mobilize with the best data collection and communication tools. Trimble robotic total stations and dual-frequency GPS survey equipment meet the needs for the most demanding surveying projects. Survey tablets with integrated laptops, data collection, navigations system, and digital cameras provide real-time data exchange between field and office operations, increasing speed and productivity in data collection and management.

Survey technicians use fully integrated CAD workstations in the office, equipped with fast dual-monitor workstations and loaded with the latest versions of Autodesk's AutoCAD and Civil 3D, Bentley's MicroStation, GEOPAK, and OpenRoads Designer; ArcGIS; Trimble Business Center; Net Deed Plotter; Global Mapper; BlueSky AlignDB; PLS-CADD; Cyclone; and Cloudworx applications for survey computation. In addition, we own and operate several different leading High-Definition Scanners (HDS) for ultra-high-speed terrestrial LiDAR scanning. These scanners deliver highly accurate point cloud data with fast and dense collection at varying ranges for a variety of project parameters.

SAM provides a complete suite of LiDAR acquisition and processing services. LiDAR mapping services include aerial data acquisition from our helicopter, fixed-wing aircraft, unmanned aerial systems (UAS), and land-based acquisition from fixed and mobile platforms. At SAM, we own our own aircraft, so we are not reliant on second and third party providers. Within our SUE team, we have vacuum excavation trucks local so we don't have to coordinate out-of-town resources for local projects, enabling our team to provide these services swiftly without the added costs of travel. We apply this technology into our workflow to streamline our processes. SAM has developed proprietary systems for field crews to upload data from the field to virtual servers for office staff to have instant access to the information daily. This allows our managers to constantly track progress of our projects and provide QA that the project limits are being met and our data is precise.

### Scheduling Innovation

SAM utilizes our innovative proprietary software, **SAM Milestone™**, to assist our PMs in tracking project schedule, workflow, and deliverables. This milestone-based (Key Performance Indicator/KPI) tracking system records, tracks progress on production workflows, and provides multiuser capabilities allowing for collaboration on projects. By grouping on a particular milestone, the user can immediately determine how many tracked units are complete and/or in progress. All of the KPI data can be visualized on a map related to the type of work performed (e.g. parcel surveys). Each user can see the current state of the milestone for the individual unit, who has completed milestones, who is assigned to a unit, and the date a milestone was last edited. This helps us stay on track and report real-time project status based on your most important requirements.



## TAB 7 – Technology

### Using Technology to Strengthen Communication

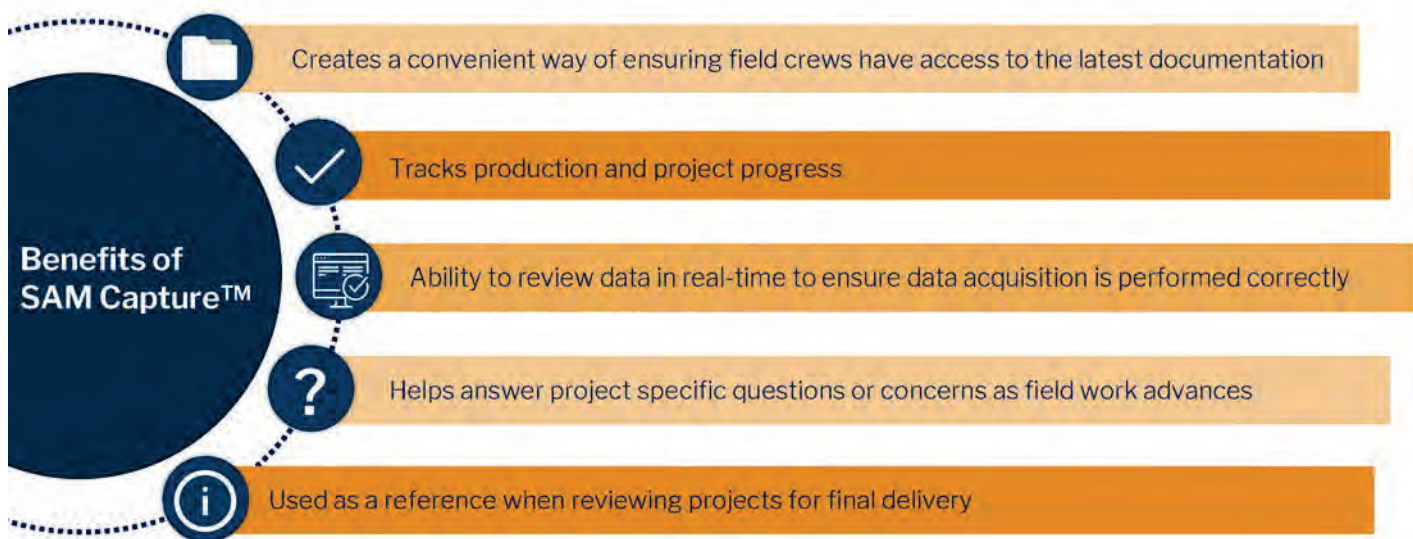
SAM's advanced communications infrastructure consists of proprietary and commercial applications to ensure successful communication with our clients, teaming partners, and internal team members from the inception of the project through project completion. By using innovative technology and through daily communications and weekly or bi-weekly project meetings, SAM ensures both clients and team members stay well informed of project activities. Applications used to facilitate effective and transparent communication include:

**Mobile Device Apps:** SAM has developed its own proprietary mobile apps to support various client project information management and data collection needs. These apps are available for iOS and Android devices through their respective app stores. They enable SAM clients using mobile devices to access mobile forms and submit data pertinent to their projects. Built using an industry leading proprietary platform, they offer a cloud-based, paperless approach that promotes communication and transparency and allows for field data collection and asset inventory. This allows our clients to utilize a workflow that maximizes efficiency and provides ready access to their data on various mobile platforms. SAM can customize mobile forms to meet our clients' unique project needs and all submitted data is stored in our own cloud with secure client access.

**SAM Capture™:** SAM also developed SAM Capture™, a proprietary survey data management application created to streamline communication between field staff and office staff. SAM Capture™ organizes the many methods of delivering field data through the Internet into a single method and process that is verifiable, traceable, and complete. The application runs on the same windows tablet that is used by the field crew for data collection. Data can also be sent to the survey crew remotely, such as updated plans, coordinate files, or other information to help assist in their field efforts.

Benefits of SAM Capture:

- + Creates a convenient way of ensuring that field crews are billing time and equipment correctly
- + Tracks production and project progress
- + Reviews data on a daily basis to ensure that data acquisition is performed correctly
- + Used as a historic reference when reviewing projects for final delivery
- + Helps answer project specific questions or concerns





## TAB 7 – Technology

### Subsurface Utility Engineering

SAM's Utility Engineering group has made a significant investment in the newest Ground Penetrating Radar (GPR) equipment. The ImpulseRadar Raptor GPR system is a state-of-the-art, high-speed, 3D-GPR Array for high-fidelity subsurface mapping and visualization.

Using the latest Global Navigation Satellite System (GNSS) technology, the ImpulseRadar Raptor 3-D GPR maps areas with survey-quality accuracy. With this GPR system, we can capture high-quality data at speeds up to 60 mph, allowing highway data collection without the added cost of flagging, road closures, and other safety equipment typically required. The system can be attached to one of SAM's All-Terrain Vehicles allowing our teams to map off-road areas. Small areas accessible only by foot can be safely and easily mapped by transitioning to a pushcart platform. As well as being convenient, integrating pushcart and tow platforms into a single system can lead to a significant cost-saving for clients.

Highly developed processing software provides novel imagery that is easily imported into AutoCAD or MicroStation files for strong deliverables offering a complete view of your project.

Rather than collecting discrete small-scale data sets, this mobile mapping GPR system collects data over a large area, providing images covering entire highway or plant projects. This coverage allows the user to see entire utility sets in a 3-D format, minimizing the need for interpretation. Once that data is pulled into SAM Vantage™, we will be able to integrate this data into a 3-D augmented reality map. **Currently, SAM is using this technology to map over a 100 miles of water line for the city of Fort Lauderdale.**

### GIS Solution - SAM Integrity™

SAM Integrity™ is a web-based and mobile GIS solution that boasts a clean, reliable, and easy-to-use interface that is sure to increase efficiencies for your daily mapping needs. In addition to creating customizable workflows, utilizing advanced printing tools, and taking your GIS data mobile with integrity, our clients can expect to receive the highest level of customer service. Our highly trained GIS staff provide remote technical support, live web-based training and phone support. SAM Integrity™ allows SAM to:

- + **Edit Features and Attach Photos:** Update attributes, link scanned records or attach photos for visual reference.
- + **Create Workflows for Frequent Tasks:** Custom workflows keep staff efficient and simplify tasks that can be time-consuming or inefficient.
- + **Phone and Tablet Support:** Integrity is easily deployable and accessible from your smartphone or tablet using HTML5 web technology.
- + **User-friendly Interface:** A simple, modern interface helps you accomplish more in a user-friendly mapping environment.
- + **Advanced Printing Tools:** Superior stability, mobile accessibility and new options for paper sizes, resolution quality and more.



## TAB 7 – Technology

### Unmanned Aircraft Systems (UAS)

With the development of a safety-focused aviation department dedicated to small, remote unmanned aircraft, SAM extended these services to our customers to provide extraordinary speed and efficiency when gathering spatial data in even the most difficult to access areas. Our unmanned aerial platforms carry a variety of industry leading sensors designed to capture high-resolution photos, videos, thermal images, LiDAR, and oblique images, allowing us to deliver the most complete datasets and resulting analytics.

**Our fleet of aircraft is poised for safe, efficient, and rapid deployment anywhere, and we have locally-based resources to reduce mobilization costs anywhere in Nassau County.**

As an early UAS adopter, SAM has proven experience in safe and efficient UAS deployments. We are fully Federal Aviation Administration (FAA) approved and our Part 107 Certified Airmen have Remote Pilot Certificates. We have logged thousands of flying hours and have covered thousands of project miles for clients across numerous market sectors around the country. SAM's expert flight crews include licensed pilots, trained flight observers, and geospatial support staff specializing in UAS technologies. SAM uses our UAS systems as one more tool to support our clients, wherever needed. Based on project location and site conditions, we can advise you of the best way to use this advanced technology. SAM has an excellent track record of meeting requirements for safe operation in even the busiest locations or when waivers are required.

### Our Technology is the Difference

SAM operates a fleet of the most advanced unmanned aircraft, giving clients a full range of options to capture project data. We own and operate heavy-lift systems, made in the U.S., capable of carrying multiple sensors for a variety of remote sensing data collection purposes. We equip these aircraft with the latest LiDAR and imaging technologies, producing an exceptionally high rate of data capture, a broad field-of-view, and high resolution results.

Our systems can handle long flight times, and we can even deploy multiple crews to support a particularly large or time-sensitive project. Every flight is operated by two or three person crews and can be managed by a mobile command center for longer-range line of sight. Our exceptional service does not stop in the field. We have developed a field-to-office workflow that supports quick and efficient turnaround of deliverables. Using artificial intelligence and machine learning software, we never miss a step—and can expedite data inspection and reporting processes.

### Safety and Security are SAM Priorities

SAM's licensed UAS professionals are fully insured and our Aviation Safety Management System adheres to FAA requirements—and SAM's "safety first" standards. To ensure safe UAS operations, our teams are trained to take immediate control of the aircraft during autonomous acquisitions in the event of external disruption or interference. SAM continuously performs risk analysis and assessments to improve our UAS operation. Using data encryption and redundant subsystems, we prevent data pirating and keep your information secure



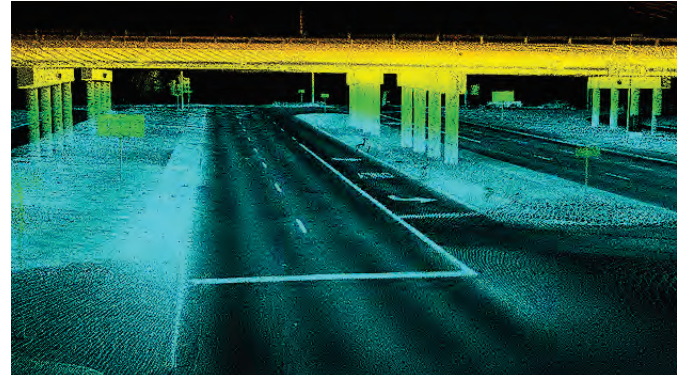


## TAB 7 – Technology

### Mobile LiDAR

Mobile LiDAR, or 3D laser scanning, is one of the fastest, most efficient ways to collect spatial data. Our non-invasive technologies capture all required data-point measurements in a single pass, speeding up your processes and eliminating the need for additional mobilization costs. With access to a full range of laser scanning technologies, our team can tailor the level of data we collect to meet your project priorities.

Our mobile scanning technologies save time and money. Capturing up to a million or more survey-quality points per second, SAM's mobile LiDAR solutions move your project forward far faster than conventional surveying techniques. Our team members use the most advanced laser scanning tools to save you time and money. We equip our mobile LiDAR vehicles with multiple 360-degree LiDAR sensors, high-resolution cameras, GPS receivers, and an Inertial Measuring Unit to capture the industry's highest data density—up to 150 points per square foot. This non-invasive surveying method accurately locates features inaccessible by other methods. If daylight site access is constrained data collection can even be performed at night.



Complete data processing as soon as it's collected, SAM's experienced technicians review the data to verify complete coverage. Post-production data is archived to support more seamless service for future surveying work. We're experienced in a wide range of data processing software systems, and we can provide your LiDAR data in your preferred format. Many clients use our mobile survey and mapping data to support Digital Terrain Models with a georeferenced point-cloud dataset. **Currently, SAM is using this technology to capture the survey data for Nassau County Road 121 Design Project.**



### Remote Sensing Services

Our advanced geospatial technology solutions deliver survey and mapping data and insights, even in the most complex urban environments and challenging terrain. The result is a clean, accurate 3D digital dataset optimized for 3D modeling within client workflows. Our ability to scale resources, national presence, and dedicated project management ensure that quality deliverables are completed in a timely matter.

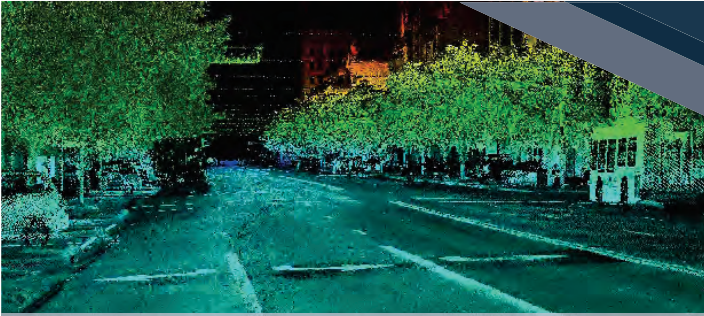


At SAM, we provide high-density, high-resolution remote sensing datasets that achieve survey grade accuracies utilized for engineering design and as-built documentation. SAM works with you during the project planning phase to ensure we have a complete understanding of your project needs. SAM Project Managers then coordinate with your team to determine the best approach, technology, tools, and resources to achieve the project goals. Our tools include manned and unmanned aircraft, fixed wing and rotary aircraft, and mobile mapping for highway, off-road, or marine environments. All our LiDAR and scanning platforms are tightly coupled with high-definition image sensors where data can be acquired in both the visible and non-visible electromagnetic spectrum. Multiple sensors can be configured for acquisition during a single flight or drive that yields high value, multi-purpose products in an efficient manner.

## TERRESTRIAL, MOBILE, & AERIAL LiDAR



SAM's multi-platform approach gives you the benefit of a single, trusted source for integrated mapping services. Our geospatial services division is experienced in a wide variety of mapping disciplines united by one goal—your success. With in-house photogrammetry, airborne LiDAR, mobile LiDAR, terrestrial LiDAR and GIS solutions, we work with you to determine the best technology to meet your project needs and schedules. Our extensive network, processing and people-power offer a scalability of resources to ensure quality and timely delivery of your projects.



**Terrestrial LiDAR**

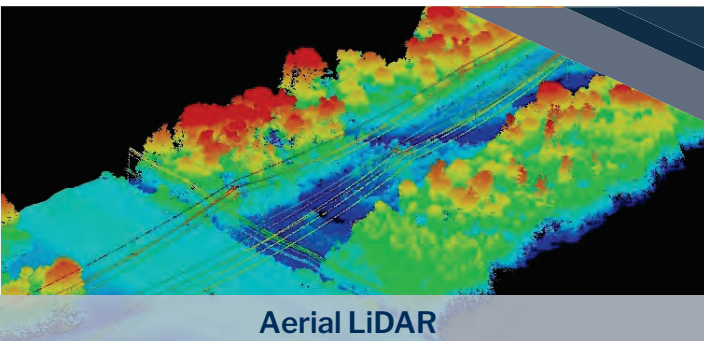
Terrestrial LiDAR, also known as high definition laser scanning (HDS), is an essential surveying tool for capturing and managing highly-detailed geospatial data.

SAM has extensive experience with this technology and offers scanning services for a wide range of projects across a variety of markets including building construction, transportation, electric transmission and distribution, and telecommunications.



**Mobile LiDAR**

Mobile LiDAR is a non-invasive, state-of-the-art laser scanning solution that is ideal for civil engineering firms, transportation or utility entities, or government agencies managing route projects. Project applications include 3D asset inventory/mapping, GIS mapping, as-built surveys, engineering design, digital terrain models, planimetrics, 3D modeling, engineering/route selection, vegetation surveys, crossing surveys, 3D corridor mapping for preliminary engineering, and obstruction surveys.



**Aerial LiDAR**

Our airborne LiDAR mapping services include aerial data acquisition from fixed-wing aircraft, helicopter, and unmanned aerial systems (UAS). With multiple data processing software systems that allow us to tailor LiDAR data processing to meet your specific needs, our extensive network, processing, and people-power offers a scalability of resources to ensure quality and timely delivery of your airborne surveying products.

All of our LiDAR and scanning platforms are tightly coupled with high-definition image sensors where data can be acquired in both the visible and non-visible electromagnetic spectrum. Multiple sensors can be configured for acquisition during a single flight or drive that yields high value, multi-purpose products in an efficient manner.

Aerial mapping solutions include:

- › Aerial LiDAR
- › Unmanned Aerial Systems (UAS)
- › Photogrammetry Services
- › Remote Sensing Services
- › Inspection Services
- › SAM Inspect™





## **TAB 8**

# Hourly Rate Schedule



## **TAB 8 – Hourly Rate Schedule**

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### **Hourly Rate Schedule**

The Hourly Rate Schedule is not required per page 7 of the RFQ.



# TAB 9

## Attachments/Administrative Information


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

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### **Attachments/Administrative Information**

SAM has included all fully completed and executed Attachments/Forms required by the RFQ in this section.

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

<p>Acknowledgment is hereby made of receipt of addenda issued during the solicitation period.</p> <p><b>SOLICITATION NUMBER:</b> NC23-011-RFQ</p>	<p>Addendum # <u>1</u> through # <u>1</u></p> <p>Date: February 1, 2023</p>
<p>Signature of Person Completing:</p> 	
<p>Printed Name:</p> <p><b>Chad Thurner</b></p>	<p>Title:</p> <p><b>Office Manager</b></p>

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



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

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

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

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

**Questions and Answers:**

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

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

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

Answer: Both are adequate responses.

Attachments: Revised Attachment "H"

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

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

Vendor/Company Name SAM Surveying And Mapping, LLC

Vendor Signature:  Date: 2/1/2023

**End of Addendum #1**



**ATTACHMENT "C"**  
**DRUG FREE WORKPLACE CERTIFICATE**

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that \_\_\_\_\_  
SAM Surveying And Mapping, LLC (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  
Patrick A. Smith, Principal/Executive VP

01/27/2023

Date Signed

State of: Texas

County of: Travis

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 27th day of January, 2023 by Patrick A. Smith who is  personally known to me or  produced as identification.

Notary Public



My commission expires: 09-07-2025

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

TO BE RETURNED WITH BID

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

1. This sworn statement is submitted with Bid, Proposal or Contract for Continuing Contract for Professional Surveying and Mapping Services.
2. This sworn statement is submitted by SAM Surveying And Mapping, LLC (entity submitting sworn statement), whose business address is 2844 Pablo Avenue, Tallahassee, FL 32308 and its Federal Employee Identification Number (FEIN) is 74-2704974. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)
3. My name is Patrick A. Smith, RPLS (please print name of individual signing), and my relationship to the entity named above is Executive Vice President/Principal.
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. See Attachment

       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.)

*Patrick A. Smith*

Signature

01/27/2023

Date

State of:   Texas  

County of:   Travis  

Sworn to (or affirmed) and subscribed before me by means of   X   physical presence or        online notarization, this   27th   day of   January  , 20   23   by   Patrick A. Smith   who is   X   personally known to me or        produced        as identification.



*Maria Leonor Speer*

Notary Public

My commission expires:   09-07-2025

Attachment 1 to Attachment D, Section 8:

Recipient: Nassau County

Proposal: CRFQ NO. NC23-011; Continuing Contract for Professional Surveying and Mapping Services

- 1) We understand that this certification covers SAM Surveying And Mapping, LLC ("SAM") as Bidder.
- 2) As to the following statement: "Neither the bidder or contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the bidder or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989."
  - a. SAM has executed the certification, in totality, as written, but out of an abundance of caution, it has an explanation to the statement above regarding convictions, and respectfully offers the following:
    - i. To the best of its knowledge and belief, SAM certifies it and its current SAM personnel, with the exception of the individual noted directly below, have not been convicted of, or pled *nolo contendere* or guilty to, a *public entity crime*.
    - ii. However, an employee of SAM was convicted on November 25, 2013 of a misdemeanor based upon a one-count plea agreement filed in August 2013 (violation of 18 USC 641, Public money, property or records). The plea stemmed from conduct that occurred around 2008-2009 at an out-of-state company, before the employee was hired by SAM, and had nothing to do with SAM. Likewise, this employee has successfully completed all terms and conditions of his probation effective as of November 24, 2014. While we do not believe the crime meets the definition of "public entity crime," we take this opportunity to bring the matter to your attention. If the Nassau County Board of Commissioners would like additional information, please contact Cookie F. Munson, General Counsel at [cmunson@sam.biz](mailto:cmunson@sam.biz) or 512.493.0225.
    - iii. We also wish to bring to your attention, that following the conviction of the employee of SAM referenced in the response in Section 2a(ii) above, the employee was subsequently placed on a federal debarment list. On June 9, 2016, he was removed from that debarment list and is no longer excluded or debarred from contracting with a governmental entity. Out of an abundance of precaution, we take this opportunity to bring the matter to your attention.





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

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

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

JOHN A. CRAWFORD  
Ex-Officio Clerk

DENISE MAY  
County Attorney

TACO E. POPE, AICP  
County Manager

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

Project Name: Continuing Contract for Professional Surveying and Mapping Services

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

### **DEFINITIONS:**

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

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

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

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

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

**(904) 530-6100**

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

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

**CONTRACT TERMINATION:**

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

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

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



Print Name: Patrick A. Smith, RPLS

Date: 01/27/2023

STATE OF TEXAS

COUNTY OF TRAVIS

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 01/27/2023 (Date) by Patrick A. Smith (Name of Officer or Agent, Title of Officer or Agent) of SAM Surveying And Mapping, LLC (Name of Contractor Company Acknowledging), a Texas (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

Maria Leonor Speer  
Printed Name



My Commission Expires: 09-07-2025

 An official website of the United States government  
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Menu 

My Company Account

# My Company Profile

## Company Information

**Company Name**

Surveying And Mapping, LLC

**Doing Business As (DBA) Name**

Surveying And Mapping, LLC

**Company ID**

1259240

**Enrollment Date**

Jan 03, 2018

**Employer Identification Number (EIN)**

742704974

**Unique Entity Identifier (UEI)**

---

**DUNS Number**

---

**Total Number of Employees**

500 to 999

**NAICS Code**

541

**Sector**

Professional, Scientific, and Technical Services

**Subsector**

Professional, Scientific, and Technical Services

[Edit Company Information](#)

## Employer Category

**Employer Category**

Federal Contractor with FAR E-Verify Clause

[Edit Employer Category](#)

## Company Addresses

**Physical Address**

4801 Southwest Parkway  
Building Two Suite 100  
Austin, TX 78735

**Mailing Address**

Same as Physical Address

[Edit Company Addresses](#)



# Hiring Sites

We have implemented a new policy and require more information for existing and future hiring sites.

## Number of Sites

1

[Edit Hiring Sites](#)

# Company Access and MOU

## My Company is Configured to:

Verify Its Own Employees

Use Web Services

## Memorandum of Understanding

[View Current MOU](#)

[U.S. Department of Homeland Security U.S. Citizenship and Immigration Services](#)

[Accessibility Plug-ins Site Map](#)



**EXHIBIT "B"**

**SUBCONTRACTOR E-VERIFY AFFIDAVIT**

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



Print Name: Gordon R. Niles

Date: 1/23/2023

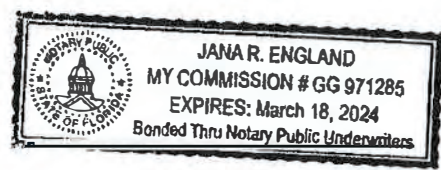
STATE OF FLORIDA

COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 23rd (Date) by January, 2023 (Name of Officer or Agent, Title of Officer or Agent) of Gordon R. Niles, President (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 himself as identification.

  
Notary Public

Jana R. England  
Printed Name



My Commission Expires: March 18, 2024

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Menu 

## My Company Account

# My Company Profile

## Company Information

**Company Name**

Degrove Surveyors, Inc.

**Doing Business As (DBA) Name**

DeGrove Surveyors, Inc.

**Company ID**

384993

**Enrollment Date**

Jan 13, 2011

**Employer Identification Number (EIN)**

59274250

**Unique Entity Identifier (UEI)**

---

**DUNS Number**

065899189

**Total Number of Employees**

10 to 19

**NAICS Code**

541

**Sector**

Professional, Scientific, and Technical Services

**Subsector**

Professional, Scientific, and Technical Services

[Edit Company Information](#)

**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.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/31/2023

1/17/2023

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

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

<b>PRODUCER</b> LOCKTON COMPANIES 3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538	<b>CONTACT NAME:</b> <b>PHONE (A/C, No. Ext):</b> <span style="float: right;"><b>FAX (A/C, No):</b></span> <b>E-MAIL ADDRESS:</b>  <table style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td><b>INSURER A : The Phoenix Insurance Company</b></td> <td style="text-align: right;">25623</td> </tr> <tr> <td><b>INSURER B : The Travelers Indemnity Company of America</b></td> <td style="text-align: right;">25666</td> </tr> <tr> <td><b>INSURER C : Travelers Property Casualty Company of America</b></td> <td style="text-align: right;">25674</td> </tr> <tr> <td><b>INSURER D : Farmington Casualty Company</b></td> <td style="text-align: right;">41483</td> </tr> <tr> <td><b>INSURER E : Allied World Surplus Lines Insurance Company</b></td> <td style="text-align: right;">24319</td> </tr> <tr> <td><b>INSURER F :</b></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A : The Phoenix Insurance Company</b>	25623	<b>INSURER B : The Travelers Indemnity Company of America</b>	25666	<b>INSURER C : Travelers Property Casualty Company of America</b>	25674	<b>INSURER D : Farmington Casualty Company</b>	41483	<b>INSURER E : Allied World Surplus Lines Insurance Company</b>	24319	<b>INSURER F :</b>	
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<b>INSURED</b> 1402612 SAM Companies LLC, SAM Merger Sub LLC, SAM Holding Company, Inc., SAM Holding Company II, Inc., Surveying And Mapping, LLC and SAM-Construction Services, LLC 4801 Southwest Parkway, Building Two, Suite 100 Austin TX 78735															

**COVERAGES \*USE\*      CERTIFICATE NUMBER: 19259829      REVISION NUMBER: XXXXXXXX**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>S&amp;A Pollution</b>  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	P-660-4G642484-PHX-22	11/1/2022	11/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	P-810-4G642484-IND-22	11/1/2022	11/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$	Y	Y	ZUP-41N45568-22-43	11/1/2022	11/1/2023	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$ XXXXXXXX
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	UB-0L517614-22-43-E	11/1/2022	11/1/2023	<input checked="" type="checkbox"/> PER STATUTE      OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional Liability	N	Y	0310-4004	10/31/2022	10/31/2023	\$10,000,000 Each Claim Limit \$10,000,000 Aggregate

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

RE: Project Name: Continuing Contract for Professional Surveying and Mapping Services

**CERTIFICATE HOLDER**

**CANCELLATION** See Attachment

19259829 Nassau County Board of Commissioners 96135 Nassau Pl. Suite 1 Yulee FL 32097	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**Hull and Protection & Indemnity**

Carrier: Travelers Property Casualty Company of America

Policy Number: ZOW-41M39505-22-ND

Policy Term: 11/1/22 - 11/1/23

Hull & Machinery Limit: Agreed Value based on vessel schedule

Protection & Indemnity Limit: \$1,000,000 each vessel separately insured

**Stop Gap Coverage**

Policy #:UB-0L517614-22-43-E

Insurer: Farmington Casualty Company

Policy Term: 11/1/22 - 11/1/23

Limits:

\$1,000,000 Each Accident

\$1,000,000 Bodily Injury by Disease Total Limit.

\$1,000,000 Bodily Injury by Disease Each Employee.

**Non-owned Aircraft Liability**

Policy #: ALLZWL150093-03

Insurer: Allianz Global Risks US Insurance Company

Policy Term: 11/1/22 - 11/1/23

Limits:

\$25,000,000 Occurrence

**Unmanned Aerial Vehicle (UAV)**

Policy #:A3GA000739422AM

Insurer: Allianz Global Risks US Insurance Company

Policy Term: 11/1/22 - 11/1/23

Limits:

\$5,000,000 Occurrence

**Professional Excess Coverage**

Policy# DXS7100251

Insurer: Indian Harbor Insurance Company

Policy Term: 10/31/22 - 10/31/23

Limits:

\$10,000,000 Per claim

\$10,000,000 Aggregate

**Cyber Liability**

Policy #W33B6D220101

Insurer: Syndicate 2623/623 at Lloyds (Beazley)

Policy Term: 10/31/22 - 10/31/23

Policy Limits: \$5,000,000 Aggregate

All policies (except Professional Liability, Non-Owned Aircraft Liability and Workers' Compensation/EL) include a blanket automatic additional insured endorsement [provision] that confers additional insured status to the certificate holder only if there is a written contract between the named insured and the certificate holder that requires the named insured to name the certificate holder as an additional insured. In the absence of such a contractual obligation on the part of the named insured, the certificate holder is not an additional insured under the policy.

All policies (except Non-Owned Aircraft Liability) include a blanket automatic waiver of subrogation endorsement [provision] that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. In the absence of such a contractual obligation on the part of the named insured, the waiver of subrogation feature does not apply.

All policies (except Non-owned Aircraft Liability, Professional Liability, Unmanned Aerial Vehicle (UAV) and Workers' Compensation/EL) contain a special endorsement with "primary and noncontributory" wording.

**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.

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**THE E-VERIFY  
MEMORANDUM OF UNDERSTANDING  
FOR WEB SERVICES EMPLOYERS**

**ARTICLE I  
PURPOSE AND AUTHORITY**

The parties to this Agreement are the Department of Homeland Security (DHS) and Surveying And Mapping, LLC (Web Services Employer). The purpose of this agreement is to set forth terms and conditions which the Web Services Employer will follow while participating in E-Verify.

A Web Services Employer is an Employer who verifies employment authorization for its newly hired employees using a Web Services interface.

E-Verify is a program that electronically confirms a newly hired employee's authorization to work in the United States after completion of the Form I-9, Employment Eligibility Verification (Form I-9). This MOU explains certain features of the E-Verify program and describes specific responsibilities of the Web Services Employer, DHS, and the Social Security Administration (SSA).

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. § 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.

Before accessing E-Verify using Web Services access, the Web Services Employer must meet certain technical requirements. This will require the investment of significant amounts of resources and time. If the Web Services Employer is required to use E-Verify prior to completion and acceptance of its Web Services interface, then it must use the E-Verify browser until it is able to use its Web Services interface. The Web Services Employer must also maintain ongoing technical compatibility with E-Verify.

DHS accepts no liability relating to the Web Services Employer's development or maintenance of any Web Services access system.



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## **ARTICLE II RESPONSIBILITIES**

### **A. RESPONSIBILITIES OF THE WEB SERVICES EMPLOYER**

1. By enrolling in E-Verify and signing the applicable MOU, the Web Services 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.
2. The Web Services Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
  - a. Notice of E-Verify Participation
  - b. Notice of Right to Work
3. The Web Services Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Web Services Employer representatives to be contacted about E-Verify. The Web Services Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
4. The Web Services Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Web Services Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.
5. The Web Services Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual. The Web Services Employer will ensure that outdated manuals are promptly replaced with the new version of the E-Verify User Manual when it becomes available.
6. The Web Services Employer agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.
7. The Web Services Employer agrees that any of its representatives who will create E-Verify cases will complete the E-Verify Tutorial before creating any cases.
  - a. The Web Services Employer agrees that all of its representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
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 Employer agrees to comply with current Form I-9 procedures, with two



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exceptions:

a. If an employee presents a "List B" identity document, the Web Services Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Web Services 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 Web Services Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Web Services 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.

11. The Web Services 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.

12. The Web Services Employer agrees that, although it participates in E-Verify, the Web Services 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 a Web Services 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 a Web Services Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, it 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 Web Services Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Web Services Employer must notify DHS and the Web Services 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 Web Services Employer continues to employ an employee after receiving a final nonconfirmation, then the Web Services 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



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## E-Verify.

13. The Web Services 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. 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 Web Services Employer must use the E-Verify browser during the outage.

14. The Web Services 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.

15. The Web Services Employer must use E-Verify for all new employees. The Web Services 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.

16. The Web Services Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Web Services 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 Web Services Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Web Services 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 Web Services 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.

17. The Web Services Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Web Services 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





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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 Web Services 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).

18. The Web Services 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 Web Services 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 Web Services Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Web Services Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Web Services 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 Web Services 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).

19. The Web Services Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Web Services Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Web Services Employer who are authorized to perform the Web Services Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

20. The Web Services Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

21. The Web Services Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.





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22. The Web Services 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.
- a. The Web Services Employer agrees to cooperate with DHS if DHS requests information about the Web Services Employer's interface, including requests by DHS to view the actual interface operated by the Web Services Employer as well as related business documents. The Web Services Employer agrees to demonstrate for DHS the functionality of its interface to E-Verify upon request.
23. The Web Services 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.
24. The Web Services 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.
25. The Web Services 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.
26. The Web Services Employer agrees to complete its Web Services interface no later than six months after the date the Web Services Employer signs this MOU. E-Verify considers the 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.
27. The Web Services Employer 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 Employers 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.
28. The Web Services Employer 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



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to the appropriate agency at the time the employer prints the referral letter and provides the letter to the employee. The Web Services Employer understands that any failure to make its system or interface consistent with proper E-Verify procedures can result in DHS terminating the Web Services Employer's agreement and access.

29. The Web Services Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Web Services Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

## **B. EMPLOYERS THAT ARE FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE**

NOTE: If you do not have any Federal contracts at this time, this section does not apply to your company. In the future, if you are awarded a Federal contract that contains the FAR E-Verify clause, then you must comply with each provision in this Section. See 48 C.F.R. 52.222.54 for the text of the FAR E-Verify clause and the E-Verify Supplemental Guide for Federal Contractors for complete information.

1. If the Web Services 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 Web Services 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 Web Services Employer, the Employer may not create a second case for the employee through E-Verify.

a. A Web Services 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 Web Services Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Web Services 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 Web Services 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. Web Services 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 Web Services Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Web Services Employer must, within 90 days of enrollment, begin to use E-Verify to initiate



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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. A Web Services 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. Web Services 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, Web Services 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, Web Services 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 Web Services Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Web Services Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Web Services Employer shall complete a new Form I-9 consistent with Article II.A.10 or update the previous Form I-9 to provide the necessary information if:

- i. The Web Services Employer cannot determine that Form I-9 complies with Article II.A.10,
- 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.A.10, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Web Services 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.



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g. The Web Services 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 Web Services Employer that is not a Federal contractor based on this Article.

3. The Web Services 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 Web Services Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

### **C. RESPONSIBILITIES OF SSA**

1. SSA agrees to allow DHS to compare data provided by the Web Services Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Web Services Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Web Services Employer.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If a Web Services Employer experiences technical problems, or has a policy question, the Web Services Employer should contact E-Verify at 1-888-464-4218.

### **D. RESPONSIBILITIES OF DHS**

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Web Services Employer access to selected data from DHS databases to enable the Web Services Employer to conduct, to the extent authorized by this MOU:
  - a. Automated verification checks on employees by electronic means, and
  - b. Photo verification checks (when available) on employees.





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2. DHS agrees to provide to the Web Services Employer appropriate assistance with operational problems that may arise during the Web Services Employer's participation in the E-Verify program. DHS agrees to provide the Web Services Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to make available to the Web Services Employer at the E-Verify Web site ([www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify)) and on the E-Verify Web browser (<https://e-verify.uscis.gov/emp/>), instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.
4. DHS agrees to provide to the Web Services Employer a notice that indicates the Web Services Employer's participation in the E-Verify program. DHS also agrees to provide to the Web Services 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.
5. DHS agrees to issue the Web Services Employer a user identification number and password that permits the Employer to verify information provided by its employees with DHS.
6. DHS agrees to safeguard the information provided to DHS by the Web Services Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, 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 Immigration and Nationality Act (INA) and Federal criminal or anti-discrimination laws, and to administer Federal contracting requirements.
7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
8. DHS agrees to provide a means of secondary verification (including updating DHS records as necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide 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.
9. DHS agrees to provide the Web Services Employer with an Interface Control Agreement (ICA). This document will provide technical requirements that the Web Services Employer must meet to create and maintain a Web Services interface to the Verification Information System (VIS). VIS is a composite information system that provides immigration status verification for government agencies and verification of employment authorization for employers participating in E-Verify.
10. DHS agrees to provide periodic system enhancements to improve the ease and accuracy of E-Verify, as needed. DHS will also provide E-Verify enhancements to comply with applicable laws and regulations. As enhancements occur, Web Services Employers must update their Web Services



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interface to reflect system changes within the timelines specified in Article V.A.1. DHS will provide the Web Services Employer with an ICA to support the E-Verify release whenever system enhancements are required.

11. DHS agrees to provide to the Web Services Employer guidance on breach notification and a means by which the Web Services Employer can report any and all suspected or confirmed breaches of owned or used systems or data spills related to E-Verify cases. At this time, if the Employer encounters a suspected or confirmed breach or data spill, it should contact E-Verify at 1-888-464-4218.

12. In the event the Web Services Employer is subject to penalties, DHS will issue a Notice of Adverse Action that describes the specific violations if it intends to suspend or terminate the employer's Web Services interface access. The Web Services Employer agrees that DHS shall not be liable for any financial losses to the Web Services Employer, its employees, or any other party as a result of your account suspension or termination and agrees to hold DHS harmless from any such claims.

### **ARTICLE III REFERRAL OF INDIVIDUALS TO SSA AND DHS**

#### **A. REFERRAL TO SSA**

1. If the Web Services Employer receives a tentative nonconfirmation issued by SSA, the Web Services Employer must print the notice and promptly provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Web Services Employer must review the tentative nonconfirmation with the employee in private. After the notice has been signed, the Web Services Employer must give a copy of the signed notice to the employee and attach a copy to the employee's Form I-9.
2. The Web Services Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Web Services Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Web Services Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Web Services Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
3. If the employee contests an SSA tentative nonconfirmation, the Web Services Employer will provide the employee with a system-generated referral letter and 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 Web Services Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.
4. The Web Services Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.



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## **B. REFERRAL TO DHS**

1. If the Web Services Employer receives a tentative nonconfirmation issued by DHS, the Web Services 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 Web Services Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Web Services 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 Web Services Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Web Services Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Web Services 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 Web Services 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 Web Services Employer finds a photo mismatch, the Web Services 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 Web Services Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Web Services 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 Web Services 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 Web Services 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 Web Services Employer agrees to check the E-Verify system regularly for case updates.
10. DHS agrees to provide the Web Services Employer with an Interface Control Agreement (ICA).



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This document will provide technical requirements that the Web Services Employer must meet to create and maintain a Web Services interface to the Verification Information System (VIS). VIS is a composite information system that provides immigration status verification for government agencies and verification of employment authorization for employers participating in E-Verify.

11. DHS agrees to provide periodic system enhancements to improve the ease and accuracy of E-Verify, as needed. DHS will also provide E-Verify enhancements to comply with applicable laws and regulations. As enhancements occur, Web Services Employers must update their Web Services interface to reflect system changes within the timelines specified in Article V.A.1. DHS will provide the Web Services Employer with an ICA to support the E-Verify release whenever system enhancements are required.

## **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 Employers must comply with federally-mandated information security policies and industry security standards to include but not limited to:

- a. Public Law 107-347, "E-Government Act of 2002, Title III, Federal Information Security Management Act (FISMA)," December 2002.
- b. 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.
- c. National Institute of Standards and Technology (NIST) Special Publication (SP) and Federal Information Processing Standards Publication (FIPS).
- d. International Organization for Standardization/International Electrotechnical Commission (ISO/IEC) 27002, Information Technology — Security Techniques — Code of Practice for Information Security Management.

2. The Web Services Employer agrees to update its Web Services interface to the satisfaction of DHS or its assignees 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



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of an Interface Control Agreement (ICA). The Web Services Employer agrees to institute changes to its interface as identified in the ICA, including all functionality identified and all data elements detailed therein.

3. The Web Services Employer agrees to demonstrate progress of its efforts to update its Web Services interface if and when DHS requests such progress reports.
4. The Web Services Employer 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 Employer of the system update, then the Web Services Employer's E-Verify account may be suspended, and support for previous releases of E-Verify may no longer be available to the Web Services Employer. The Web Services Employer also acknowledges that DHS may suspend its account after the six-month period has elapsed.
5. The Web Services Employer 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.
6. The Web Services Employer agrees to complete the technical requirements testing which is confirmed upon receiving approval of test data and connectivity between the Web Services Employer and DHS.
7. DHS will not reimburse any Web Services Employer 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.
8. 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.
9. If the Web Services Employer 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 Employers performing verification services under this MOU must ensure that information that is shared between the Web Services Employer 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 Employer 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 Employer;





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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 Employer'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 Employer's application.
12. Web Services Employers agree to cooperate willingly with the DHS assessment of information security and privacy practices used by the company to develop and maintain the software.

### **C. DATA PROTECTION AND PRIVACY REQUIREMENTS**

1. Web Services Employers 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 Employer agrees to maintain physical, electronic, and procedural safeguards to appropriately protect the information shared under this MOU





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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:

- Products using FIPS 197 Advanced Encryption Standard (AES) algorithms with at least 256-bit encryption that has been validated under FIPS 140-2.
- 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 Employer representatives identified above.

5. The Web Services Employer 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 Employers whose interfaces do not support the Form I-9 from 2/2/2009 or 8/7/2009 agree to use the E-Verify browser until the system upgrade is completed.

6. The Web Services Employer agrees to use the E-Verify browser instead of its own interface if it has not completed updates to its system to the satisfaction of DHS or its assignees within six months from the date DHS notifies the Web Services Employer of the system update. The Web Services Employer can resume use of its interface once it is up-to-date, unless the Web Services Employer has been suspended or terminated from continued use of the system.

#### **D. COMMUNICATIONS**

1. The Web Services Employer agrees to develop an electronic system that is not subject to any agreement or other requirement that would restrict access and use by an agency of the United States.

2. The Web Services Employer agrees to develop effective controls to ensure the integrity, accuracy and reliability of its electronic system.

3. The Web Services Employer 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 Employer agrees to share the results of its regular inspection and quality assurance program with DHS upon request.

4. The Web Services Employer agrees to develop an electronic system with the ability to produce legible copies of applicable notices, letters, and other written, photographic and graphic materials.

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 V.C.1. Reporting such breaches does not relieve the Web Services Employer from further



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requirements as directed by state and local law. The Web Services Employer is subject to applicable state laws regarding data protection and incident reporting in addition to the requirements herein.

#### **E. SOFTWARE DEVELOPMENT RESTRICTIONS**

1. 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.
2. Employers are prohibited from Web Services Software development unless they also create cases in E-Verify to verify their new hires' work authorization. Those pursuing software development without intending to use E-Verify 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 Employer or Web Services E-Verify Employer Agent.

#### **F. PENALTIES**

1. The Web Services Employer 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 Employer, its clients, or any other party as a result of 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 Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Web Services Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Web Services Employer, or a failure on the part of either party to comply with established E-Verify procedures and/or legal requirements. The Web Services Employer understands that if it is a Federal contractor, termination of this MOU by any party



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for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Web Services 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 Web Services Employer's business.

3. A Web Services 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 Employer must provide written notice to DHS. If the Web Services Employer fails to provide such notice, then that Web Services 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 Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Web Services Employer 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 Employer, its agents, officers, or employees.

C. The Web Services Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Web Services 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 Employer.

E. The Web Services Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Web Services Employer and DHS respectively. The Web Services Employer understands that any inaccurate statement, representation, data or other information provided to DHS



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may subject the Web Services Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Web Services Employer.

**Approved by:**

<b>Web Services Employer</b>	
Surveying And Mapping, LLC	
<b>Name (Please Type or Print)</b> Allison Davis	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 01/04/2018
<b>Department of Homeland Security – Verification Division</b>	
<b>Name (Please Type or Print)</b> USCIS Verification Division	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 01/04/2018



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### Information Required for the E-Verify Program

**Information relating to your Company:**

Company Name	Surveying And Mapping, LLC
Company Facility Address	4801 Southwest Parkway Building Two Suite 100 Austin, TX 78735
Company Alternate Address	
County or Parish	TRAVIS
Employer Identification Number	742704974
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	500 to 999
Number of Sites Verified for	1





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

TEXAS

1 site(s)



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

Name Carly Glass  
Phone Number (512) 493 - 0274  
Fax Number  
Email Address carly.glass@sam.biz

Name Allison Davis  
Phone Number (512) 685 - 3512  
Fax Number  
Email Address adavis@sam.biz



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

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

1. **FIRM NAME:** SAM Surveying And Mapping, LLC  
Address: 2844 Pablo Avenue  
City/State/Zip: Tallahassee, FL 32308  
Phone: 850-385-1179 Email: don.johnson@sam.biz  
Name of primary contact responsible for work performance: Don Johnson, Jr.  
Phone: 904-252-6591 Cell Phone: 904-252-6591  
Email: don.johnson@sam.biz

2. **INSURANCE:**  
Surety Company: SureTec Insurance Company  
Agent Company: Lockton Companies Agent  
Contact: Nitsel Mendez  
Total Bonding Capacity: \$ 8,000,000 Value of Work Presently Bonded: \$ N/A

3. **EXPERIENCE:**  
Years in business: 29 years  
Years in business under this name: 9 years  
Years performing this type of work: 29 years  
Value of work now under contract: \$171M  
Value of work in place last year: \$257M

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

Name of sub vendors you may use: DeGrove Surveyors, Inc.

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: 1,088 as of the most recent EEO report

Position/Category (List all)	Full-time	Part-time
Management	298	
Professionals	76	
Technicians	288	
Sales Workers	1	
Administrative Support	71	
Operatives	354	

**5. WORK EXPERIENCE:**

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

**Reference #1:**

Company/Agency Name: Wood PLC

Address: 6256 Greenland Rd., Jacksonville, FL 32258

Contract Person: Tom Fallin, P.E., Project Manager (Now with BGE, Inc.)

Phone: (904) 268-2884 Email: tom.fallin@woodplc.com

Project Description: McCoy's Creek Restoration Design Project | Jacksonville, FL

Contract \$ Amount: \$275,000



Date Completed: 2019-2022

**Reference #2:**

Company/Agency Name: HDR Engineering, Inc.

Address: 76 S. Laura Street, Suite 1600, Jacksonville, FL 32202

Contract Person: George McGregor, Project Manager

Phone: 904-598-8900 Email: George.McGregor@hdrinc.com

Project Description: Northbank Bulkhead Replacement Project | Jacksonville, FL

Contract \$ Amount: \$75,867

Date Completed: 2022-2023

**Reference #3:**

Company/Agency Name: GAI Consultants

Address: 12574 Flagler Center Blvd., Suite 202, Jacksonville, FL 32258

Contract Person: Nick Moussa, Project Manager

Phone: 904-363-1110 Email: n.moussa@gaiconsultants.com

Project Description: Riverplace Blvd. Bicycle and Pedestrian Improvement Project | Duval County, FL

Contract \$ Amount: \$31,850

Date Completed: 2018-2019

**REMINDER:**

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

ATTACHMENT "I"

**CONTRACT FOR \*\*\*\*\* SERVICES**

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

**WHEREAS**, the County received \_\_\_\_\_ for concrete grinding services, on \_\_\_\_\_ at \_\_\_\_\_; and

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

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

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

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

**SECTION 2. Receiving/Payment/Invoicing**

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

Initials: \_\_\_\_\_

Initials: \_\_\_\_\_

ATTACHMENT "I"

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

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

**SECTION 3. Acceptance of Services and/or Materials**

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

**SECTION 4. Firm Prices**

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

**SECTION 5. Fund Availability**

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

**SECTION 6. Expenses**

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

Initials: \_\_\_\_\_

Initials: \_\_\_\_\_

## ATTACHMENT "I"

**SECTION 7. Taxes and Liens**

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

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

**SECTION 8. Laws Governing this Contract**

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

**SECTION 9. Changes**

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

**SECTION 10. Modifications**

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

**SECTION 11. Assignment & Subcontracting**

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

ATTACHMENT "I"

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

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

**SECTION 12. Severability**

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

**SECTION 13. Termination for Default, Fraud or Willful Misconduct**

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

**SECTION 14. Termination for Convenience**

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

Initials: \_\_\_\_\_

Initials: \_\_\_\_\_



ATTACHMENT "I"

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

**SECTION 15. Force Majeure**

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

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

Initials: \_\_\_\_\_

Initials: \_\_\_\_\_

## ATTACHMENT "I"

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

**SECTION 16. Access and Audits**

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

**SECTION 17. Vendor Responsibilities**

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

**SECTION 18. Public Emergencies**

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

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

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

## ATTACHMENT "I"

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

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

**SECTION 20. Probationary Period**

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

**SECTION 21. Independent Vendor Status**

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

**SECTION 22. Indemnification and Insurance**

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

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

**SECTION 23. Dispute Resolution**

## ATTACHMENT "I"

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

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

**SECTION 24. E-Verify System**

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

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

## ATTACHMENT "I"

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

**SECTION 25. Public Records**

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

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



## ATTACHMENT "I"

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

**SECTION 26. Request for Records; Noncompliance**

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

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

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

**SECTION 27. Civil Action**

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

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

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

ATTACHMENT "I"

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

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

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

**SECTION 29. Entire Agreement**

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

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

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

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

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

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

Initials: \_\_\_\_\_

Initials: \_\_\_\_\_

ATTACHMENT "I"

Approved as to form and legality by the  
Nassau County Attorney

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

**UNITED BROTHERS DEVELOPMENT  
CORPORATION**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

DRAFT

Initials: \_\_\_\_\_

Initials: \_\_\_\_\_

## **SAM Surveying And Mapping, LLC (SAM)**

2844 Pablo Avenue

Tallahassee, FL 32308

850-385-1179 | [www.sam.biz](http://www.sam.biz)



## FEDERAL PROVISIONS

## FEDERAL PROVISIONS

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

**Definition**

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

***Age Discrimination Act of 1975***

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

***Americans with Disabilities Act of 1990***

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

***Byrd Anti-Lobbying Amendment***

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

***Civil Rights Act of 1964 – Title VI***

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



## FEDERAL PROVISIONS

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

### ***Civil Rights Act of 1968***

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

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

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

### **Contract Work Hours and Safety Standards Act**

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

### **Copeland “Anti-Kickback” Act**

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

## FEDERAL PROVISIONS

### **Davis-Bacon Act**

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

### **Debarment and Suspension**

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

### **Drug-Free Workplace Regulations**

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

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

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

### **Energy Policy and Conservation Act**

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

### **Fly America Act of 1974**

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

## FEDERAL PROVISIONS

### **Hotel and Motel Fire Safety Act of 1990**

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

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

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

### **Patents and Intellectual Property Rights**

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

### **Procurement of Recovered Materials**

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

### **Terrorist Financing**

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

### **Trafficking Victims Protection Act of 2000**

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act of 2000*, (TVPA) as amended (22 U.S.C. § 7104). The award term is located at 2 CFR

## FEDERAL PROVISIONS

§ 175.15, the full text of which is incorporated here by reference in the standard terms and conditions for federally-funded procurements.

### **Rehabilitation Act of 1973**

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

### **Universal Identifier and System of Award Management (SAM)**

All suppliers, contractors, subcontractors, consultants, and sub-consultants are required to comply with the requirements set forth in the government-wide Award Term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference in the standard terms and conditions for federally funded procurements.

### **USA Patriot Act of 2001**

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

### **Whistleblower Protection Act**

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

### **Termination Provisions**

Nassau County may terminate any resulting contract should the Contractor fail to abide by its requirements.

### **Legal Remedies Provisions**

In instances where the Contractor violates or breaches contract terms the County shall use such sanctions and penalties as may be appropriate.

### **Conflict of Interest Provisions**

Interest of Members, Officers, or Employees of the Recipient Members of Local Governing Body or Other Public Officials. No member officer or employee of the recipient or its agent no member of the governing body of the locality in which the program is situated and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter shall have any financial interest direct or indirect in