

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 **Terracon Consultants, Inc.** located at 8001 Baymeadows Way, Suite 1, Jacksonville, FL 32256, hereinafter referred to as the “Consultant”.

WHEREAS, the County desires to obtain professional services for Geotechnical and Material Testing 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 NC23-016-RFQ (“RFQ”), AS MODIFIED BY ADDENDA;

Exhibit B VENDOR’S RESPONSE DATED FEBRUARY 16, 2023, BUT ONLY TO THE EXTENT RESPONSIVE TO THE RFQ;

Exhibit C NEGOTIATED FEE SCHEDULE; AND

Exhibit D FEDERAL PROVISIONS.

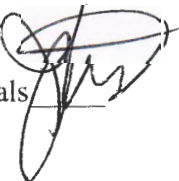
SECTION 3. Employment of the Consultant.

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

SECTION 4. Scope of Services.

4.1 The Consultant shall provide professional services in accordance with Exhibits “A” and “B”. 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 Exhibits “A” and “B” shall be considered additional services. Any request for additional services and additional fees shall be mutually agreed upon by the parties in writing. The contract alone does not authorize the performance of any work or required the County to place any order for work. The Consultant shall commence the work in accordance with the issuance of a written Notice to Proceed issued by the County.

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SECTION 5. The County's Responsibility.


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

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

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

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

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

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

SECTION 7. Compensation.

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

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

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

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

SECTION 8. Standard of Care.

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

SECTION 9. Equal Opportunity Employment.

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

SECTION 10. Access to Premises.

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

SECTION 11. Funding.

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

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SECTION 12. Expenses.

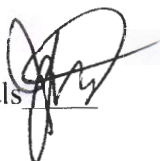
12.1 The Consultant shall be responsible for all expenses incurred while performing the services under this Contract including, but not limited to, license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses and other 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.

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.

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

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

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

SECTION 15. Modifications.

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

SECTION 16. Assignment and Subcontracting.

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

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

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evidenced by a written document available to the County upon request. The Consultant further agrees that the County shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract. The Consultant, at its expense, shall defend the County against such claims.

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

SECTION 17. Severability.

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

SECTION 18. Termination for Default.

18.1 If the Consultant fails to perform any of its obligations under this Contract, and if such default remains uncured for a period of more than fifteen (15) days after notice thereof was 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.

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18.2 Upon termination of this Contract, the Consultant shall immediately (1) stop work on the date specified; (2) terminate and settle all orders and subcontracts relating to the performance of the terminated work; (3) transfer all work in process, completed work, and other materials related to the terminated work to the County; (4) render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

SECTION 19. Termination for Convenience.

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

SECTION 20. Nondisclosure of Proprietary Information.

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

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SECTION 21. Contingent Fees.

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

SECTION 22. Ownership of Documents.

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

SECTION 23. Force Majeure.


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

23.2 In the event of delay from the foregoing causes, the party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the party's performance 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

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that the Consultant believes is excusable under this section, the Consultant shall notify the County in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Consultant could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date the Consultant first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE THE CONSULTANT'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this section is a condition precedent to such remedy. The County, in its sole discretion, shall determine if the delay is excusable under this section and shall notify the Consultant of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the County. The Consultant shall not be entitled to an increase in the Contract price or payment of any kind from the County for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this section, after the causes have ceased to exist, the Consultant shall perform at no increased cost, unless the County determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the County, in which case, the County may do any or all of the following: (1) accept allocated performance or deliveries from the Consultant, provided that the Consultant grants preferential treatment to the County with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by the Consultant for the related costs and expenses) to replace all or part of the products

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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.

SECTION 26. Indemnification.

26.1 In consideration of this Contract, and to the extent permitted by Chapter 725, Florida Statutes, the Consultant shall indemnify and hold harmless the County and its agents and

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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. It is the intent of the parties that this provision and all aspects of the Contract documents be interpreted to comply with Chapter 725, Florida Statutes.

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.

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SECTION 28. Dispute Resolution Process.

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


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

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

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

SECTION 29. E-Verify.

29.1 Pursuant to the requirements of Section 448.095, Florida Statutes, the Consultant, and any subcontractor thereof, shall register and use the United States Department of Homeland

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Security's E-Verify system ("E-Verify") to verify the work authorization status of all new employees of the contractor or subcontractor.

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

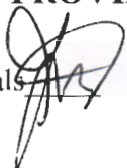
29.3 If the County has a good faith belief that a subcontractor knowingly violated this Section, but the Consultant otherwise complied with this Section, then the County shall promptly notify the Consultant and order the Consultant to immediately terminate this Contract with the subcontractor.

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

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


SECTION 30. Public Records.

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

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CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6090, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, SUITE 6, YULEE, FLORIDA 32097. Under this Contract, to the extent that the Consultant is providing services to the County, and pursuant to Section 119.0701, Florida Statutes, the Consultant shall:

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

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from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

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


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

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

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

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

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

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custodian of public records and to the Consultant at the Consultant’s address listed on its Contract with the County or to the Consultant’s registered agent. Such notices shall be sent pursuant to Section 35 hereinbelow.

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

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

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

SECTION 32. Public Entity Crimes.

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

SECTION 33. Anti-Discrimination.

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

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race, color, national origin, sex, age, physical handicap, or other factors, except where such factor is a bonified occupational qualification or is required by State and/or Federal Law.

SECTION 34. Advertising.


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

SECTION 35. Notices.

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

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

Consultant: Terracon Consultants, Inc.
Attn: Office Manager

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8001 Baymeadows Way, Suite 1

Jacksonville, Florida 32256

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

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upon specifications, and shall conform to the affirmations of facts made by the Consultant or on the container or label.

SECTION 39. Construction of Contract.

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

SECTION 40. Headings.

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

SECTION 41. Entire Agreement and Execution.

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

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

SECTION 42. Change of Laws.

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

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

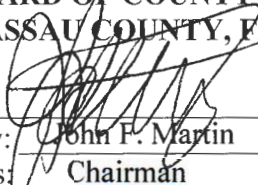
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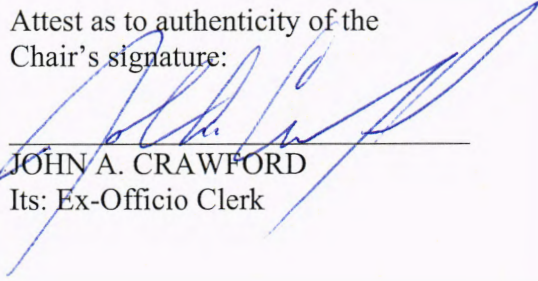
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IN WITNESS WHEREOF, the parties have executed this Contract which shall be deemed an original on the day and year last written below.

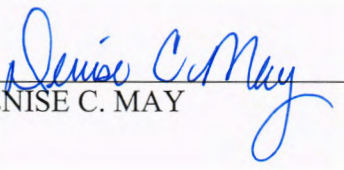
**BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA**


By: John F. Martin
Its: Chairman
Date: 2-12-24


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

TERRACON CONSULTANTS, INC.


By: Chris McIntyre
Its: Office Manager
Date: 1/5/2024

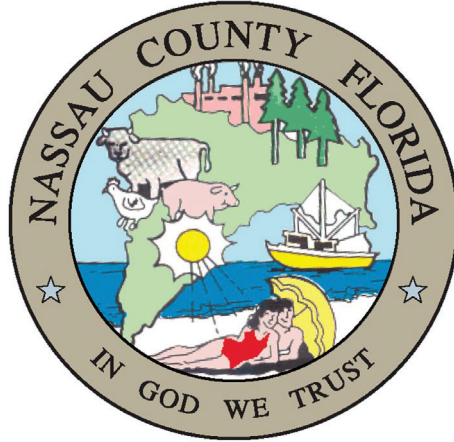
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EXHIBIT "A"

COUNTY'S REQUEST FOR QUALIFICATIONS

**NASSAU COUNTY
FLORIDA**



NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

REQUEST FOR QUALIFICATIONS (RFQ)

**CONTINUING CONTRACT FOR
PROFESSIONAL GEOTECHNICAL AND MATERIAL TESTING
SERVICES**

RFQ NO. NC23-016

PROPOSALS ARE DUE NOT LATER THAN

February 16, 2023 @ 10:00 A.M.

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SECTION 6	CONTRACT PROCEDURES
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ATTACHMENTS

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

SECTION 1: GENERAL INFORMATION

1.1 PURPOSE:

Pursuant to Florida Statutes Chapter 287.055 "Consultants' Competitive Negotiation Act", the Nassau County Board of County Commissioners (BOCC) County of Nassau (the "County") invites qualified engineering companies/firms to submit qualifications and experience for consideration to provide Professional Geological and Material Testing Services in Nassau County, Florida, on a Continuing as-needed basis.

SECTION 2: SCOPE OF SERVICES

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

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

The County is seeking proposals from qualified firm(s) to perform Countywide Geotechnical and Material (soil and/or lab) Testing Services. Geotechnical and Material Testing Services are required for proper pre-planning of construction projects for the County. Many of the County's projects will require, during one time or another, a geotechnical, soils or lab testing report to validate either the County's Engineer's or any Architect's or Engineer of Record recommendations as to any site, building or any other project's unknown characteristics and/or contamination assessment, remediation recommendation and reporting. Through the issuance of this RFQ the County will be able to adequately plan and incorporate geotechnical and material testing services as part of the pre-construction preparatory work, which is a phase of every County construction project. In addition, the Geotechnical firm(s) would provide personnel that are qualified, trained and thoroughly familiar with the County's and State's rules, policies, and procedures in inspection, sampling testing, and reporting various areas and stages of construction. The ability to have a list of Geotechnical firms to be contacted on an as needed basis would enable the County to utilize these services when the need arises. It is the intent of the County to select several firms under this RFQ, which will be contacted on an as needed basis.

2.2 Additional Information:

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

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

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

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

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

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

2.3 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.

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 engineering and municipal experience and must be licensed to practice Professional Engineering in the State of Florida, Florida State Statute 471, by the Board of Professional Regulation, with a minimum of five (5) years of experience on technically complex engineering projects in Florida.

SECTION 4: INSTRUCTIONS AND INFORMATION TO RESPONDENTS

4.1 TENTATIVE SCHEDULE OF SELECTION PROCESS/KEY DATES:

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

Event	Date	Time
- RFQ Available on Planet Bids	January 5, 2023	
Deadline for Questions	February 1, 2023	by 4:00 p.m.
County Responses to Questions Posted to Planet Bids	February 8, 2023	
RFQ Responses Due Date/Time and RFQ Opening Date/Time	February 16, 2023	by 10:00 a.m.
Evaluation Committee (Evaluate/Rank Firms)	TBD	TBD
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".

4.5 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.

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

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

TAB 1 – Cover Letter

Provide a cover letter 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.

Proposer should submit detailed information on the approach and methodology used on similar past projects, as applicable, for the following:

Geotechnical Services

- Previous Construction Activity and Existing Fill
- Subsurface Conditions
- Site Preparation Recommendations
- Compaction Requirements
- Foundation Reporting
- Slope Stability and Excavations
- Excavation Requirements
- Dewatering
- Corrosion Potential and Chemical Attack to Concrete
- Pavements and Roadway
- Roadway Reports

Materials Testing, Inspection, and Reporting

- Bituminous Construction Materials
- Sand, Coarse Aggregate, Lime rock and Cemented Coquina Mine Inspection
- Base, Sub-Grade and Embankment Materials
- Pavement Parking Materials
- Precast Concrete Products
- Pre-Stressed Concrete Products
- Drilled Shaft Inspection
- Laboratory Information Management System (LIMS) Data Entry
- Pavement Coring Reporting (PCR) Data Entry
- Consultant Contract Project Management
- Construction Materials Investigations, Special Studies & Projects
- Miscellaneous Construction Related Activities
- Asphalt Concrete Inspection/Evaluation
- Laboratory Services
- Quality Control Program

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.

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

Proposer to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Proposer any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of this provision, the County shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 5. EVALUATION/SELECTION PROCESS

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

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

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

SECTION 6. CONTRACT PROCEDURES

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

SECTION 7. STANDARD CONTRACT TERMS FOR PROFESSIONAL SERVICES

7.1 COMPENSATION

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

The Remainder of the This Page Intentionally Left Blank

ATTACHMENT "A"
ADDENDA ACKNOWLEDGMENT

<p>Acknowledgment is hereby made of receipt of addenda issued during the solicitation period.</p> <p>SOLICITATION NUMBER: NC22-016-RFQ</p>	<p>Addendum # _____ through # _____</p> <p>Date:</p>
<p>Signature of Person Completing:</p>	
<p>Printed Name:</p>	<p>Title:</p>

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

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

TO BE RETURNED WITH BID

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

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

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

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

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

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

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

Signature

Date

State of: _____

County of: _____

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

Notary Public

My commission expires: _____

ATTACHMENT "C"
DRUG FREE WORKPLACE CERTIFICATE

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

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

[Remainder of the page intentionally blank.]

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

Authorized Signature

Date Signed

State of: _____

County of: _____

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

Notary Public

My commission expires: _____



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

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

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

JOHN A. CRAWFORD
Ex-Officio Clerk

DENISE MAY
County Attorney

TACO E. POPE, AICP
County Manager

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

Project Name: _____

Bid No./Contract No.: _____

DEFINITIONS:

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

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

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

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

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

(904) 530-6100

An Affirmative Action / Equal Opportunity Employer

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

CONTRACT TERMINATION:

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

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

[Remainder of the page intentionally blank.]

EXHIBIT "A"

CONTRACTOR E-VERIFY AFFIDAVIT

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

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

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

Print Name:_____

Date:_____

STATE OF FLORIDA

COUNTY OF _____

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

Notary Public

Printed Name

My Commission Expires: _____

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

ENVIRONMENTAL COMPLIANCE

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

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

EXHIBIT "B"

SUBCONTRACTOR E-VERIFY AFFIDAVIT

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

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

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

Print Name: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

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

Notary Public

Printed Name

My Commission Expires: _____

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

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

FEDERAL NON-DISCRIMINATION PROVISIONS

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

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

ATTACHMENT "F"
GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS

COMMERCIAL GENERAL LIABILITY INSURANCE

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

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

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

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

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

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

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

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

Part Two – Employer's Liability Insurance

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

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

AUTOMOBILE LIABILITY INSURANCE

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

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

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

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

PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)

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

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

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

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

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

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

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

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

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

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

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

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

**ATTACHMENT “G”
FEDERAL PROVISIONS**

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

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

shall read as follows:

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

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

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

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

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

the contract.

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

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

ATTACHMENT "H"
EXPERIENCE OF RESPONDENT

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

1. **FIRM NAME:** _____

Address: _____

City/State/Zip: _____

Phone: _____ Email: _____

Name of primary contact responsible for work performance: _____

Phone: _____ Cell Phone: _____

Email: _____

2. **INSURANCE:**

Surety Company: _____

Agent Company: _____

Agent Contact: _____

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

3. **EXPERIENCE:**

Years in business: _____

Years in business under this name: _____

Years performing this type of work: _____

Value of work now under contract: _____

Value of work in place last year: _____

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

Name of subvendors you may use: _____

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

Been involved in bankruptcy or reorganization: ___ Yes ___ No

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

4. **PERSONNEL**

How many employees does your company employ:

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

5. WORK EXPERIENCE:

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

Reference #1:

Company/Agency Name: _____

Address: _____

Contract Person: _____

Phone: _____ Email: _____

Project Description: _____

Contract \$ Amount: _____

Date Completed: _____

Reference #2:

Company/Agency Name: _____

Address: _____

Contract Person: _____

Phone: _____ Email: _____

Project Description: _____

Contract \$ Amount: _____

Date Completed: _____

Reference #3:

Company/Agency Name: _____

Address: _____

Contract Person: _____

Phone: _____ Email: _____

Project Description: _____

Contract \$ Amount: _____

Date Completed: _____

REMINDER:

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

ATTACHMENT "I"

CONTRACT FOR *** SERVICES**

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

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

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

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

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

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

SECTION 2. Receiving/Payment/Invoicing

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

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

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

SECTION 3. Acceptance of Services and/or Materials

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

SECTION 4. Firm Prices

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

SECTION 5. Fund Availability

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

SECTION 6. Expenses

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

SECTION 7. Taxes and Liens

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

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

SECTION 8. Laws Governing this Contract

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

SECTION 9. Changes

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

SECTION 10. Modifications

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

SECTION 11. Assignment & Subcontracting

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

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

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

SECTION 12. Severability

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

SECTION 13. Termination for Default, Fraud or Willful Misconduct

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

SECTION 14. Termination for Convenience

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

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

SECTION 15. Force Majeure

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

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

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

SECTION 16. Access and Audits

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

SECTION 17. Vendor Responsibilities

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

SECTION 18. Public Emergencies

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

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

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

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

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

SECTION 20. Probationary Period

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

SECTION 21. Independent Vendor Status

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

SECTION 22. Indemnification and Insurance

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

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

SECTION 23. Dispute Resolution

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

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

SECTION 24. E-Verify System

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

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

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

SECTION 25. Public Records

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

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

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

SECTION 26. Request for Records; Noncompliance

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

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

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

SECTION 27. Civil Action

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

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

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

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

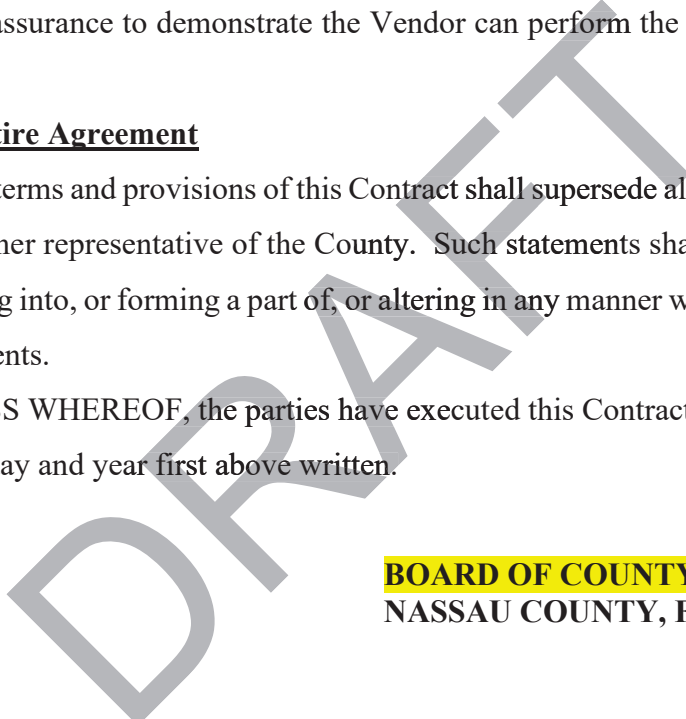
SECTION 28. Disclosure of Litigation, Investigations, Arbitration or Administrative Decisions

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

SECTION 29. Entire Agreement

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

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



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

By: _____
Its: _____
Date: _____

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

JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form and legality by the
Nassau County Attorney

DENISE C. MAY

**UNITED BROTHERS DEVELOPMENT
CORPORATION**

By: _____

Its: _____

Date: _____

DRAFT



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 NC23-016
Continuing Contract for Professional Geotechnical and Material Testing Services
DATE: January 27, 2023

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

Question and Answer:

1. There is no Attachment D included in the Bid Packet. Is that something that will be added as an Addendum, or should we plan to not include it? Thank you.

Answer: See the attached Revised Table of Contents and Attachments.

2. In regard to Tab 6- Current Workload: Do you want to see all the projects we are working on in Nassau County or all the projects our office is working on as a whole? Is there a specific way you would like it shown or presented?

Answer: We would like to see total current workload to verify capacity to accommodate work as assigned if selected.

3. Regarding tab 5- References: Would you like the reference to be displayed on the form number 5. Work experience or is this form different?

Answer: Tab 5 and Attachment "G", per the attached Revised Attachments, are separate and both should be completed and submitted.

Clarification:

The Table of Contents included the Statement of No Bid as Attachment "B", this was removed, and the Attachments were re-lettered to match the Table of Contents. Please use the Revised Attachments below for submission.

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

Attachment: Revised Table of Contents and Attachments

Request for Qualifications NC23-016-RFQ Addendum 1
Continuing Contract for Professional Geotechnical and Material Testing Services

ACKNOWLEDGMENT IS HEREBY MADE OF RECEIPT OF THIS ADDENDUM

Vendor/Company Name _____

Vendor Signature: _____ **Date:** _____

End of Addendum #1

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SECTION 6	CONTRACT PROCEDURES
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 <u>ATTACHMENTS</u>	
ATTACHMENT "A"	ADDENDA ACKNOWLEDGMENT
ATTACHMENT "B"	PUBLIC ENTITY CRIMES SWORN STATEMENT
ATTACHMENT "C"	DRUG FREE WORKPLACE CERTIFICATE
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ATTACHMENT "E"	INSURANCE REQUIREMENTS
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ATTACHMENT "H"	DRAFT CONTRACT

ATTACHMENT "A"
ADDENDA ACKNOWLEDGMENT

<p>Acknowledgment is hereby made of receipt of addenda issued during the solicitation period.</p> <p>SOLICITATION NUMBER: NC23-016-RFQ</p>	<p>Addendum # _____ through # _____</p> <p>Date:</p>
<p>Signature of Person Completing:</p>	
<p>Printed Name:</p>	<p>Title:</p>

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

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

TO BE RETURNED WITH BID

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

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

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

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

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

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

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

Signature

Date

State of: _____

County of: _____

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

Notary Public

My commission expires: _____

ATTACHMENT "C"
DRUG FREE WORKPLACE CERTIFICATE

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

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

[Remainder of the page intentionally blank.]

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

Authorized Signature

Date Signed

State of: _____

County of: _____

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

Notary Public

My commission expires: _____



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

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

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

JOHN A. CRAWFORD
Ex-Officio Clerk

DENISE MAY
County Attorney

TACO E. POPE, AICP
County Manager

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

Project Name: _____

Bid No./Contract No.: _____

DEFINITIONS:

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

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

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

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

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

(904) 530-6100

An Affirmative Action / Equal Opportunity Employer

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

CONTRACT TERMINATION:

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

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

[Remainder of the page intentionally blank.]

EXHIBIT "A"
CONTRACTOR E-VERIFY AFFIDAVIT

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

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

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

Print Name: _____
Date: _____

STATE OF FLORIDA

COUNTY OF _____

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

Notary Public

Printed Name

My Commission Expires: _____

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

ENVIRONMENTAL COMPLIANCE

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

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

EXHIBIT "B"

SUBCONTRACTOR E-VERIFY AFFIDAVIT

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

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

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

Print Name: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

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

Notary Public

Printed Name

My Commission Expires: _____

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

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

FEDERAL NON-DISCRIMINATION PROVISIONS

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

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

ATTACHMENT “E”
GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS

COMMERCIAL GENERAL LIABILITY INSURANCE

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

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

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

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

WORKERS’ COMPENSATION AND EMPLOYER’S LIABILITY INSURANCE

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

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

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

Part Two – Employer’s Liability Insurance

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

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

AUTOMOBILE LIABILITY INSURANCE

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

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

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

PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)

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

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

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

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

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

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

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

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

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

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

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

**ATTACHMENT “E”
FEDERAL PROVISIONS**

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

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

shall read as follows:

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

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

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

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

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

the contract.

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

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

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

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

FEDERAL NON-DISCRIMINATION PROVISIONS

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

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

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

ENVIRONMENTAL COMPLIANCE

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

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

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

[Remainder of the page intentionally blank.]

ATTACHMENT "G"
EXPERIENCE OF RESPONDENT

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

1. **FIRM NAME:** _____

Address: _____

City/State/Zip: _____

Phone: _____ Email: _____

Name of primary contact responsible for work performance: _____

Phone: _____ Cell Phone: _____

Email: _____

2. **INSURANCE:**

Surety Company: _____

Agent Company: _____

Agent Contact: _____

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

3. **EXPERIENCE:**

Years in business: _____

Years in business under this name: _____

Years performing this type of work: _____

Value of work now under contract: _____

Value of work in place last year: _____

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

Name of subvendors you may use: _____

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

Been involved in bankruptcy or reorganization: ___ Yes ___ No

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

4. **PERSONNEL**

How many employees does your company employ:

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

5. WORK EXPERIENCE:

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

Reference #1:

Company/Agency Name: _____

Address: _____

Contract Person: _____

Phone: _____ Email: _____

Project Description: _____

Contract \$ Amount: _____

Date Completed: _____

Reference #2:

Company/Agency Name: _____

Address: _____

Contract Person: _____

Phone: _____ Email: _____

Project Description: _____

Contract \$ Amount: _____

Date Completed: _____

Reference #3:

Company/Agency Name: _____

Address: _____

Contract Person: _____

Phone: _____ Email: _____

Project Description: _____

Contract \$ Amount: _____

Date Completed: _____

REMINDER:

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

ATTACHMENT "H"

CONTRACT FOR *** SERVICES**

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

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

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

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

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

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

SECTION 2. Receiving/Payment/Invoicing

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

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

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

SECTION 3. Acceptance of Services and/or Materials

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

SECTION 4. Firm Prices

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

SECTION 5. Fund Availability

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

SECTION 6. Expenses

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

SECTION 7. Taxes and Liens

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

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

SECTION 8. Laws Governing this Contract

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

SECTION 9. Changes

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

SECTION 10. Modifications

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

SECTION 11. Assignment & Subcontracting

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

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

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

SECTION 12. Severability

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

SECTION 13. Termination for Default, Fraud or Willful Misconduct

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

SECTION 14. Termination for Convenience

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

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

SECTION 15. Force Majeure

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

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

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

SECTION 16. Access and Audits

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

SECTION 17. Vendor Responsibilities

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

SECTION 18. Public Emergencies

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

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

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

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

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

SECTION 20. Probationary Period

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

SECTION 21. Independent Vendor Status

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

SECTION 22. Indemnification and Insurance

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

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

SECTION 23. Dispute Resolution

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

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

SECTION 24. E-Verify System

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

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

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

SECTION 25. Public Records

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

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

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

SECTION 26. Request for Records; Noncompliance

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

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

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

SECTION 27. Civil Action

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

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

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

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

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

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

SECTION 29. Entire Agreement

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

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

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

By: _____
Its: _____
Date: _____

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

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

Approved as to form and legality by the
Nassau County Attorney

DENISE C. MAY

**UNITED BROTHERS DEVELOPMENT
CORPORATION**

By: _____

Its: _____

Date: _____

DRAFT

EXHIBIT "B"
VENDOR'S RESPONSE

Nassau County, Florida

Continuing Contract For Professional Geotechnical and Materials Testing

NC23-016
16 / February / 2023

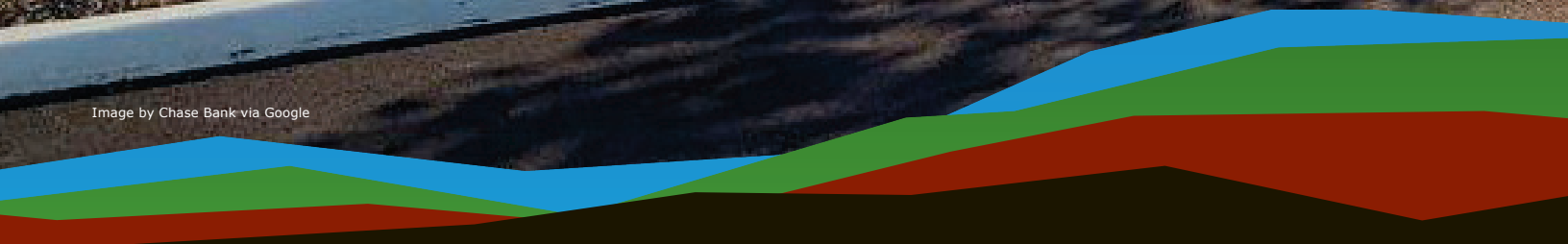
Image by Nassau County via Google

8001 Baymeadows Way,
Suite 1
Jacksonville, FL, 32256
P (904) 900-6494
Terracon.com/Office



Image by Chase Bank via Google

Chase Bank - Yulee, Florida
Geotechnical Services
Terracon Consultants, Inc.



1. Cover Letter



8001 Baymeadows Way,
Suite 1
Jacksonville, Florida 32256
P (904) 900-6494
Terracon.com

February 16, 2023

Thomas O'Brien
96135 Nassau Place
Suite 2
Yulee, Florida 32097

Re: Nassau County Board of County Commissioners Request for Qualifications (RFQ) for Continuing Contract for Professional Geotechnical and Material Testing Services

Geotechnical and Materials Departments in Jacksonville, Florida
Terracon Pursuit No. PEQ235005

Dear Mr. O'Brien,

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal to provide geotechnical and material services for the above-referenced project. The purpose of this study is to provide Professional Geological and Material Testing Services in Nassau County on an as-needed basis. This proposal outlines our qualifications, and understanding of the project and scope, and provides a cost proposal for our services.

By selecting Terracon, you will benefit from our ability to deliver technical expertise in real-time, while working to anticipate and resolve challenges that arise. Terracon has the patented tools, resources, and processes to deliver the end product.

We appreciate the opportunity to provide this response and look forward to working with you.

Sincerely,
Terracon Consultants, Inc.

John P. O'Donnell

A handwritten signature in black ink, appearing to read "SW".

John O'Donnell, P.E.
Geotechnical Department Manager

Shane Whittier, P.E.
Material Testing Department Manager


- 
1. Cover Letter
 2. Table of Contents
 3. Company Overview
 4. Project Approach
 5. References
 6. Current Workload
 7. Technology
 8. Hourly Rate Schedule
 9. Attachments/Administrative Information

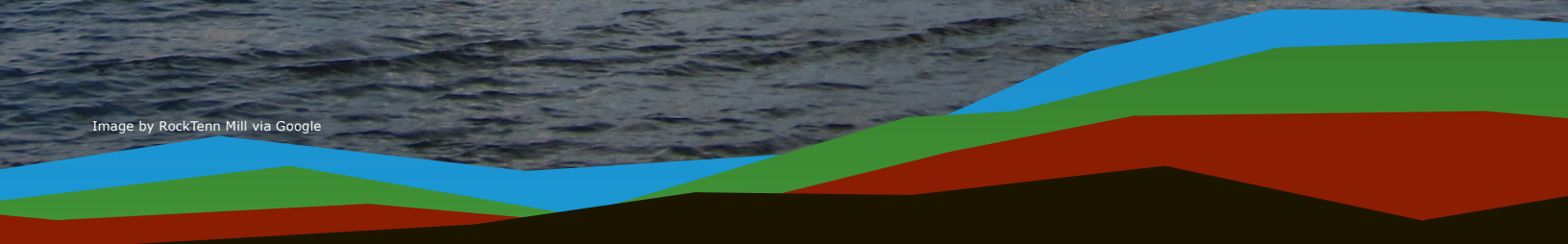
Image by Nassau County via Google

2. Table of Contents



RockTenn Mill - Fernandina Beach, FL
Materials Testing Services
Terracon Consultants, Inc.

Image by RockTenn Mill via Google



3. Company Overview

Team Organization, Experience and Qualifications

Company Background and Experience



Wherever you are on your project journey, Terracon’s employee-owners are ready to meet you where you are and help you reach your goal. Since our founding in 1965, Terracon has grown and evolved to become a thriving, employee-owned, multi discipline engineering consulting firm. Our more than 5,500 curious minds include engineers, scientists, architects, facilities experts, and field professionals focused on solving engineering and technical challenges from more than 175 locations nationwide. On-time and real-time data driven insights, provided by our talented employee owners, create an unmatched client experience that spans the life cycle of any project from earth-to-sky.

Terracon consistently ranks as a top 25 design firm by Engineering News-Record. Our successful growth has included organic expansion and innovation as well as the acquisition of more than 60 firms with specialized capabilities. A focused and uncompromising dedication to safety has been integral to how we support our employees, clients, and communities.

Throughout the life of your project, we won’t just point the way – we’ll go with you. From site selection, to the design and construction, to maintaining the life of the structure, we’ll help you achieve success through engineering and scientific expertise, a passion for problem-solving, and a drive to explore.

We’re ready when – and where – you are. **Explore with us!**

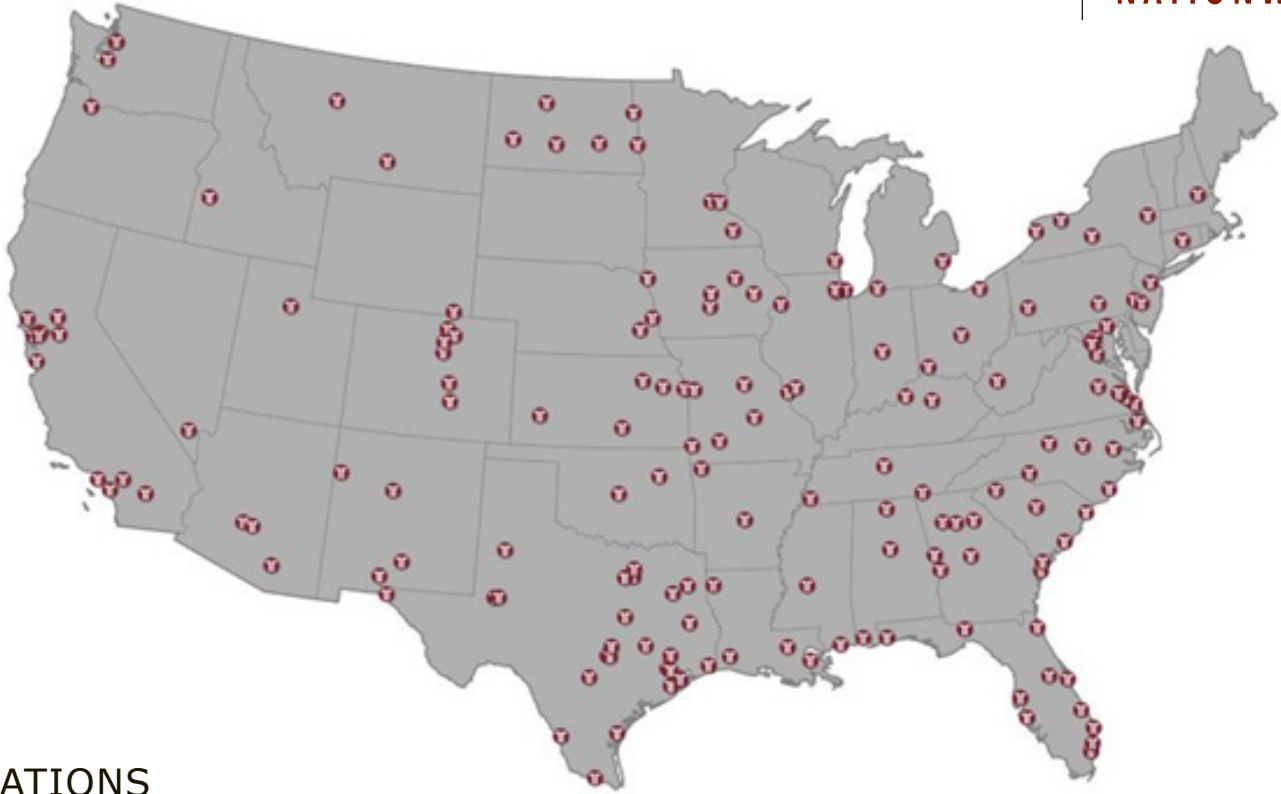
ENR Rankings 2022

- #1 Asbestos and Lead Abatement
- #12 Top 100 Pure Designers
- #21 Top 500 Design Firms
- #46 Top 150 Global Design Firms
- #61 Top 200 Environmental Firms
- #10 Top 20 General Building



Company Background

175+
LOCATIONS
NATIONWIDE



LOCATIONS

Alabama

Birmingham
Huntsville
Mobile

Arizona

Avondale
Phoenix
Tucson

Arkansas

Little Rock
Rogers

California

Colton
East Bay
Lodi
Los Angeles
Monterey-
Burleson
Orange County
Sacramento
Sonoma County

Colorado

Colorado Springs
Denver
Fort Collins
Greeley
Longmont

Connecticut

Hartford

Florida

Brevard
Ft. Lauderdale
Jacksonville
Miami
Pensacola
Port St. Lucie
Sarasota
Tallahassee
Tampa
West Palm Beach
Winter Park

Georgia

Athens
Atlanta
Atlanta North
Columbus
LaGrange
Macon
Savannah

Idaho

Boise

Illinois

Chicago
Downers Grove
Glendale Heights
Hartford
Lombard

Indiana

Indianapolis

Iowa

Ames
Bettendorf
Cedar Falls
Cedar Rapids
Des Moines
Sioux City

Kansas

Garden City
Kansas City
Manhattan
Olathe
Topeka
Wichita

Kentucky

Lexington
Louisville

Louisiana

Baton Rouge
Lake Charles
New Orleans
Shreveport

Maryland

Baltimore Metro
Germantown

Michigan

Detroit
Niles

Minnesota

Minneapolis
Rochester
St. Paul

Mississippi

Biloxi
Jackson

Missouri

Columbia
Joplin
Lee's Summit
Springfield
St. Louis

Montana

Billings
Great Falls

Nebraska

Lincoln
Omaha

Nevada

Las Vegas

New Hampshire

Manchester

New Jersey

Northern New Jersey
Philadelphia East

New Mexico

Albuquerque
Carlsbad
Gallup
Las Cruces

New York

Albany-Dente
Buffalo
Ithaca
Rochester

North Carolina

Asheville
Charlotte
Elizabeth City
Greensboro
Greenville
Raleigh

North Dakota

Bismarck
Dickinson
Fargo
Grand Forks
Jamestown

Ohio

Cincinnati
Cleveland
Columbus

Oklahoma

Oklahoma City
Tulsa

Oregon

Portland

Pennsylvania

Harrisburg
Philadelphia West
Pittsburgh

South Carolina

Bluffton
Charleston
Columbia
Greenville/
Spartanburg
Myrtle Beach

Tennessee

Chattanooga
Memphis
Nashville

Texas

Austin
Beaumont
College Station
Conroe
Corpus Christi
Dallas
El Paso
Fort Worth
Freeport
Frisco
Houston
Laredo

League City
Longview
Lubbock
Lufkin
Midland
Pharr
Round Rock
San Antonio
Tyler
Waco

Utah

Ogden
Salt Lake City

Virginia

District of
Columbia
Newport News
Richmond
Virginia Beach
Williamsburg

Washington

Seattle
Tacoma

West Virginia

Charleston

Wisconsin

Milwaukee

Wyoming

Cheyenne

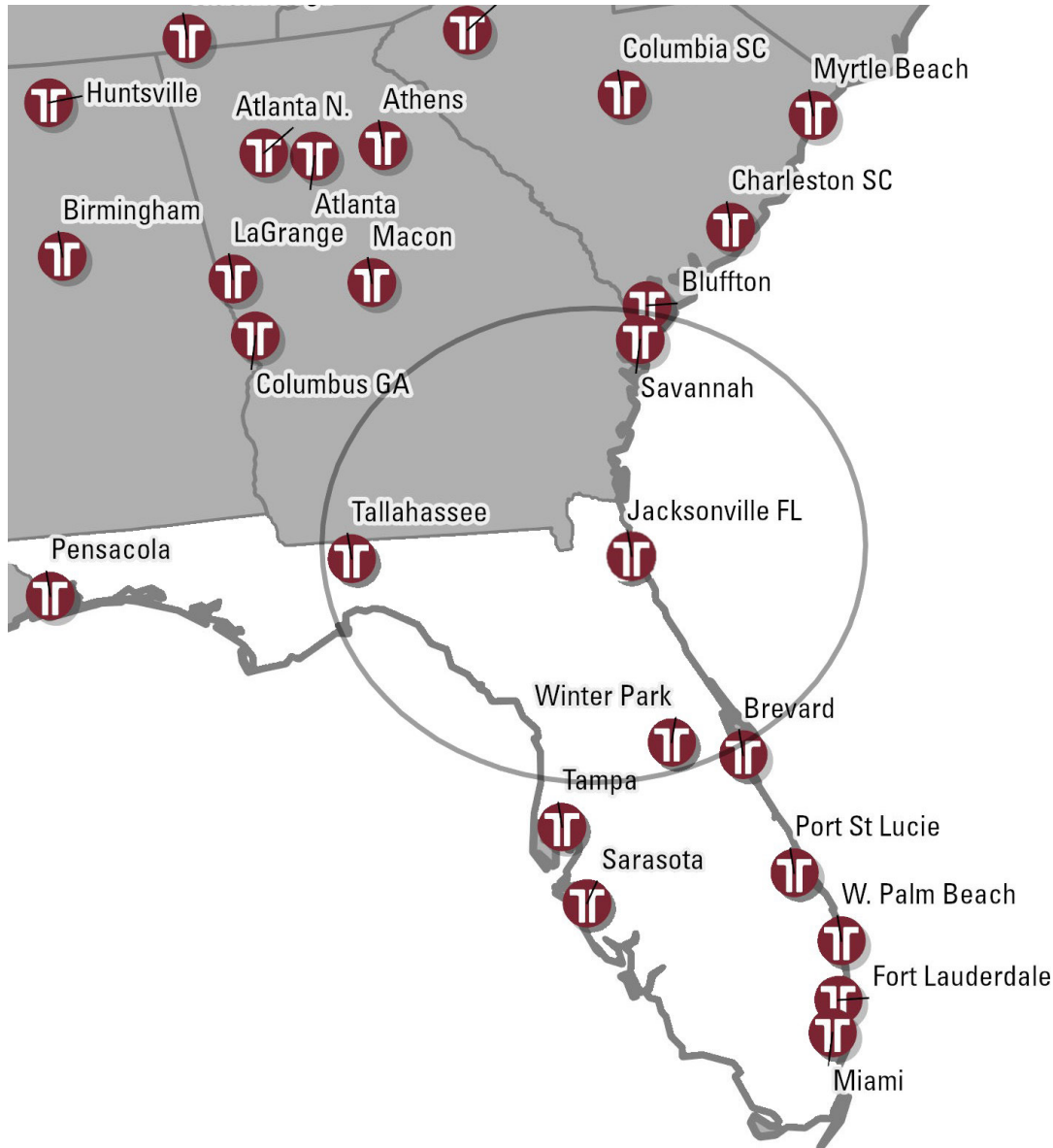
Company Background and Experience

LOCAL BACKGROUND

Terracon is a growing and dynamic employee-owned geotechnical, materials, facilities, and environmental consulting company. Our North Florida offices have 100 employees with 10 Professional Engineers, 2 Professional Geologists, and 3 Engineering Interns and an additional 350 employees throughout Central and South Florida. We have 5 drill rigs with 5 teams that are well equipped to handle your projects. We are 100% committed to our partnership with Nassau County and it is our strong desire to continue to serve our community as a trusted geotechnical and materials partner.

PROJECT ORGANIZATION AND MANAGEMENT

Terracon will provide you with a team of over 400 years of combined experience that can make real-time decisions in the field to support the project operations and schedule. Our consistency with the project assigned field personnel will aid in the communication at all levels and promote effective scheduling and coordination of inspections. [Mr. Shane Whittier, P.E. and Mr. John O'Donnell, P.E., will be our dedicated point of contacts](#) through the duration of the project. They will be assisted by the technicians and specialty staff assigned for the proposed testing and inspections on either a full time or as needed basis.



Company Background and Experience

SAFETY

Safety is one of Terracon's core values and our commitment to an Incident and Injury-Free™ (IIF™) philosophy is one of the pillars of our culture. Successful execution and delivery includes the need to work safely and keep our employees and the public safe every day. Terracon is very much a safety-oriented company. We have built health and safety into all aspects of our business and into the thinking of our employees. The culture is continued further in our everyday work culture, with all meetings beginning with an IIF moment and safety discussion.

WHAT IS INCIDENT AND INJURY-FREE (IIF)?

IIF is about care and concern for people. It is our personal and organizational commitment at all levels of the company to everyone going home safe to their family every day. IIF is safety as a core value as well as an operational priority. Working safely is an inseparable part of working correctly, just as much as other operational priorities, specifically, quality, budget, and schedule. IIF is our commitment to our people, whom we value for who they are and what they do.

Conducting our work safely means conducting our work in the only acceptable way. Incidents, injuries and accidents will not be viewed as problems to make go away, but as opportunities to strengthen IIF. It is about developing a mindset intolerant of any incidents or injuries no matter how minor or infrequent.

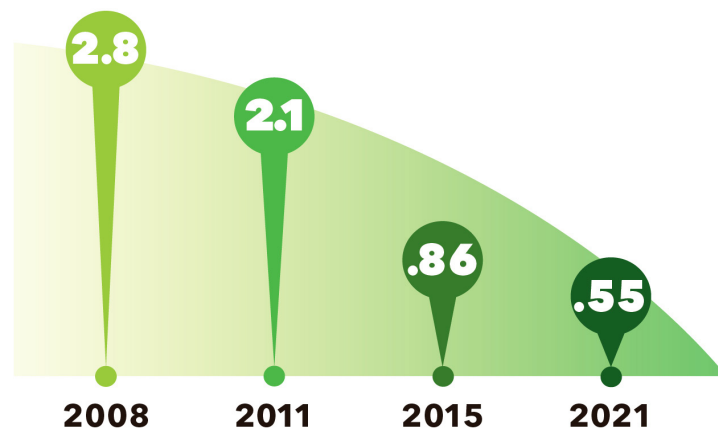
OUR RULES TO LIVE BY

IIF is about Our Rules to Live By which are at the foundation of Terracon's IIF culture. These rules give employees clear, specific ways to stay safe on the job, covering essential aspects of safety including personal protective equipment (PPE), equipment and tools, working at heights and depths, motorized vehicle safety, and reporting of injuries. We regularly follow and discuss Our Rules to Live By in our offices and on job sites to ensure everyone is following these fundamental rules. Our focus on pre-task planning also serves to reinforce this message every day.

Terracon's safety program incorporates the IIF™ Incident and Injury-Free™ approach to safety trademarked and provided by JMJ Associates.

We cannot just tell someone to "be safe." We can request of our employees to follow Our Rules to Live By. These rules include pre-task planning for each task every day, as well as follow the safe work practices they have been trained to follow to complete work at a task level. Our Rules to Live By have made a measurable difference in keeping our employees safe and in helping us preserve the trust and business with our clients.

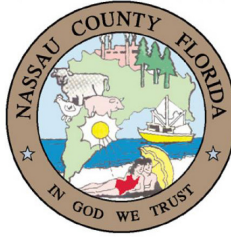
TRIR



Terracon's TRIR has decreased more than 80 percent in our safety journey. This is accompanying an increase of more than 2,000 employees, demonstrating Terracon's unwavering commitment to build safety and wellbeing into all aspects of our business. Our clients can be assured Terracon employees have a high level of safety awareness extending to every single project and jobsite, so it is safe for your staff, property owners, innocent bystanders, and our staff.*

**Terracon uses the standard TRIR calculation of number of OSHA-recordable incidents x 200,000 divided by total employee hours worked.*

Terracon Team



EXECUTIVE LEADERSHIP

John Kimberly IV, P.E.
Vice President

Chris L. McIntyre, P.E.
Senior Principal

Nassau County,
Florida
Project Manager

PROJECT SUPPORT

Greg Scott, GISP
Senior GIS Analyst

Kerry Olds
Secretary/Clerical

PROJECT MANAGEMENT

John O'Donnell, P.E.
*Geotechnical
Department Manager*

Shane Whittier, P.E.
*Materials Testing
Department Manager*

Geotechnical Staff
40 P.E.'s in Florida

Lee Jiang, Ph.D., P.E.
Kirk McIntosh, P.E.
Tom Selfridge, P.E.
Steven Weatherford,
E.I.
Matt Darden
Peter Craig
Billy Harpster

Drilling Staff -
15 Rigs in FL

Erik Bluemke
Drilling Manager

Justin Patino
Fred Sieligowski
Mike Waller
Tyler Cozart

Deep Foundations
Testing

Mingu Kim, Ph.D., P.E.
Casyn Meek, P.E.
Tom Hallahan

Dynamic Load Testing
Pile Verifications
EDC Monitoring
Auger Cast Piles
Drilled Shafts
Thermal Integrity
Profiling (TIP)
Cross Hole Sonic
Logging(CSL)
Pile Integrity Testing
(PIT)

SUBCONSULTANTS

Meskel & Associates
Engineering

NicNevol Engineering
Services

STV, Inc.

Laboratory
Services

Chris Martin, Sr.
Laboratory Manager

Philip Harbison
Asmer Dominguez
Travis Paquette
Ian Weston

Field Technicians

Christopher Martin, Jr.
Manager

Matthew Drysdale,
E.I.
Michael Crawford
Sean Olds
Chase Waltrip
Tony Counts
Chase Bonham
Thiago Faria
Yaser Rezk
Shane Watson

Special Inspections

Shannon Burgess
Manager

Chris Rabon
Todd Taylor
Ron Raulerson

146

Engineers,
Inspectors &
Technicians
175 Mile Radius

32

Engineers,
Inspectors &
Technicians
Locally

Terracon Team

John B. Kimberly IV, P.E.

Vice President

PROFESSIONAL EXPERIENCE

John has over 30 years of experience as a geotechnical and materials engineer, including 26 of those years as a consultant to Florida Department of Transportation (FDOT). His expertise includes shallow and deep foundation design, analysis, testing, and inspection. As Lead Geotechnical Engineer on numerous public and private projects, he has been responsible for the entire geotechnical process, including planning, direction, and supervision of drilling, laboratory testing, analysis, and reporting. This experience has been carried forward through construction on numerous design-build (D/B) and traditional bid-build projects.

PROJECT EXPERIENCE

SR 15 (Kings Road) Mast Arms Project - Jacksonville, FL

Principal Geotechnical Engineer. Coordinated and supervised subsurface exploration and geotechnical engineering evaluation for new foundations.

SR 105 over Myrtle Creek - Duval County, FL

Principal Geotechnical Engineer responsible for the geotechnical exploration for a replacement bridge on Heckscher Drive over Myrtle Creek in Duval County.

SR 105 over Simpson Creek - Duval County, FL

Principal Geotechnical Engineer responsible for the geotechnical exploration for a replacement bridge on Heckscher Drive over Myrtle Creek in Duval County.

CR 326 over Wacasassa River - Levy County, FL

Principal Geotechnical Engineer responsible for coordinating and supervising the geotechnical exploration for this bridge replacement project along a rural roadway in Levy County. The exploration included deep borings utilizing rock coring and standard penetration test (SPT) borings for the bridge and approaches.

Dillon Road over McGirts Creek - Duval County, FL

Principal Geotechnical Engineer responsible for coordinating and supervising subsurface investigation for the bridge replacement in a rural area of Jacksonville. Driven pile capacity analysis was required for the bridge replacement.

SR 152 (Baymeadows Road) from Freedom Commerce Parkway to Country Day School Drive - Duval County, FL

Principal Geotechnical Engineer for the roadway widening, stormwater treatment, and miscellaneous structure upgrades associated with this project in the Southside area.

SR 10 Atlantic Boulevard from Arlington Expressway to Monument Road - Duval County, FL

Principal Geotechnical Engineer for the roadway widening, stormwater treatment, and miscellaneous structure upgrades associated with this project in the Regency area.



EDUCATION

Bachelor of Science in Civil Engineering, North Carolina State University, 1990

REGISTRATIONS

Registered Professional Engineer, #49866, Florida

YEARS OF EXPERIENCE

30 years

APPROVED INSTRUCTOR

CTQP Drilled Shaft
CTQP Pile Driving

CONTACT INFORMATION

john.kimberly@terracon.com
P (850) 692-7193

Terracon Team

Chris L. McIntyre, P.E.

Senior Principal

PROFESSIONAL EXPERIENCE

Chris is a Geotechnical Engineer based in Terracon Consultants, Inc.'s Jacksonville office. Chris has over 14 years of field, laboratory, and geotechnical analysis experience. He manages field investigations, conducts engineering analysis, and prepares geotechnical engineering reports for public and private projects throughout North Florida. Chris has managed the entire geotechnical process for numerous Florida Department of Transportation (FDOT) projects both Design-Build and Bid-Build.

PROJECT EXPERIENCE

Proposed Discount Tire Store, Palm Coast, Flagler County, Florida

Engineer of record responsible for geotechnical scope on proposed 8,000 square foot store. Scope included earthwork and the design and construction of foundations for solar panels and ancillary structures.

First Coast Expressway, Clay County, Florida

Project Manager responsible for coordinating the geotechnical exploration for this 46-mile new expressway currently under design in Clay and St. Johns County. The exploration includes more than 900 borings, utilizing seven drill rigs simultaneously for the proposed roadways, stormwater treatment, walls, bridges, and miscellaneous structures in Clay and St. Johns Counties, Florida.

SR 10 from CR 99 to SR 297 Design-Build, Escambia County, Florida

Project Manager and Geotechnical Engineer responsible for geotechnical exploration, testing, analysis, and reporting. The total project length is about four miles and includes roadway widening, as well as draining and bridge structures. Driven pile capacity analysis was required for the bridge replacements.

CR65A Juniper Creek Road Over Juniper Creek, Gadsden County, Florida

Project Manager and Geotechnical Engineer responsible for coordinating the subsurface exploration and geotechnical engineering evaluation for the design of the proposed bridge replacement. Driven pile capacity analysis was required for the bridge replacement.

I-95 from International Golf Parkway to the Duval County Line, St John County, Florida

Project Manager and Geotechnical Engineer for the geotechnical exploration, testing, analysis, and reporting for approximately 9.5 miles of roadway widening of Interstate 95 and stormwater management.

Shipyards Development, Gator Bowl Boulevard, Jacksonville, Duval County, Florida

Principal Geotechnical Engineer for a 12-story hotel and 7-story office building with swimming pools, water features, pavement areas and retention pond areas. The geotechnical scope included recommendations relative to deep foundation design and construction, floor slab requirements, lateral earth pressures, pavement subgrade preparation, dewatering considerations, earthwork, excavation considerations, and support of pavements, pool, and water features.



EDUCATION

Bachelor of Science in Civil Engineering, Florida State University, 2008

Masters of Engineering, George Mason University, 2014

REGISTRATIONS

Registered Professional Engineer, #79171, Florida
Also licensed in VA, DC, GA

YEARS OF EXPERIENCE

14 years

CONTACT INFORMATION

chris.mcintyre@terracon.com
P (904) 549-7366

Terracon Team

John O'Donnell, P.E.

Geotechnical Department Manger

PROFESSIONAL EXPERIENCE

Mr. O'Donnell has over 8 years of experience as a Geotechnical Engineer. His expertise includes shallow and deep foundation design, analysis, testing, and inspection. As Lead Geotechnical Engineer on numerous public and private projects, he has been responsible for the entire Geotechnical Process, including planning, direction, and supervision of drilling, laboratory testing, analysis, and reporting. This experience has been carried forward through construction on numerous Design-Build and traditional Bid-Build projects.

PROJECT EXPERIENCE

Rayonier Mill Digester Expansion, Nassau County, Florida

Project Manager responsible for coordinating field exploration and geotechnical engineering in Nassau County, Florida.

Dome HSE Yulee, Yulee, Florida

Department Manager and support to Project Manager responsible for coordinating field exploration and geotechnical engineering in Nassau County, Florida.

Amelia Island Parkway (4 parts), Amelia Island, Florida

Project Manager and Geotechnical Department Manager responsible for coordinating field exploration and geotechnical engineering in Nassau County, Florida.

Chase Bank, Yulee, Florida

Department Manager and support to Project Manager responsible for coordinating field exploration and geotechnical engineering in Nassau County, Florida.

WildLight Development, Yulee, Florida

Department Manager and support to Project Manager responsible for coordinating field exploration and geotechnical engineering in Nassau County, Florida.

UF Health Lift Station, Yulee, Florida

Project Manager and Geotechnical Department Manager responsible for coordinating field exploration and geotechnical engineering in Nassau County, Florida.

First Coast Expressway, Clay County, Florida

Project Manager responsible for coordinating the geotechnical exploration for this 20-mile new expressway proposed for the Jacksonville area. The exploration includes more than 900 borings, utilizing up to 10 drill rigs simultaneously for the proposed bridges, ponds and roadway in Clay County, Florida.

Juniper Creek Road Over Juniper Creek, Gadsden County, Florida

Project Manager and Geotechnical Engineer responsible for coordinating the subsurface exploration and geotechnical engineering evaluation for the design of the proposed bridge replacement.



EDUCATION

Bachelor of Science in Civil Engineering, University of Central Florida, 2013

REGISTRATIONS

Registered Professional Engineer, #36435, Florida

YEARS OF EXPERIENCE

8 years

CONTACT INFORMATION

jpodonnell@terracon.com
P (904) 549-7376

Terracon Team

Shane Whittier, P.E.

Materials Testing Department Manger

PROFESSIONAL EXPERIENCE

Shane is a Department Manager for Materials and a Geotechnical Engineer based in Terracon Consultants, Inc.'s Jacksonville office. Shane has over 16 years of experience in materials testing, geotechnical engineering and project management. He provides geotechnical analysis, supervision of engineering staff, and oversight for quality control (QC) testing and engineering inspection services. Shane's experience includes projects for federal, state and local government agencies along with commercial and residential projects.

PROJECT EXPERIENCE

Nassau County Pavement Management Program (PMP) - Nassau County, FL

Served as Project Manager for 5 years which included over 420 miles of paved roadways. Scope included pavement coring and survey/evaluation, existing pavement condition inspection, identifying various types of asphalt and base, providing support and reports on various pavement failures, providing milling recommendations, developing and maintaining the pavement inventory database, analyzing data for project planning, design improvements for specific projects and in-house construction engineering inspection (asphalt plant, asphalt field and earthwork testing). Over 50 miles of roadways were improved under the PMP.

Blackrock Road Widening and Reconstruction Phases 1 and 2 - Yulee, FL

Served as the Project Manager for the design and construction improvements to Blackrock Road. Project Scope included analysis of existing pavement condition, design of roadway improvements including widening and cold-in-place recycling (CIR), resurfacing, signage, and striping.

RockTenn Mill, Fernandina Beach, Florida

Department Manager and support to Project Manager responsible for coordinating laboratory needs and material testing engineering in Nassau County, Florida.

ALDI, Yulee, Florida

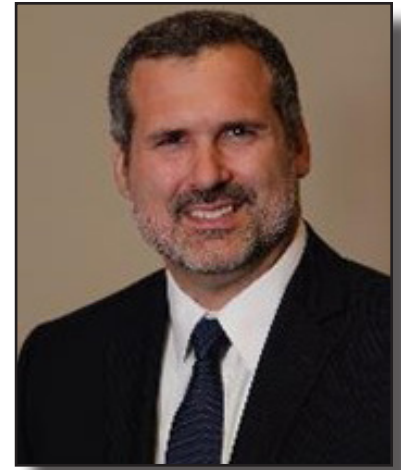
Department Manager and support to Project Manager responsible for coordinating laboratory needs and material testing engineering in Nassau County, Florida.

Creekside Christian Church, St. Johns County, FL

Department Manager and Materials Testing Engineer for the CQC testing including soil compaction, concrete testing, threshold inspections and asphalt paving inspections.

Jacksonville Regional Transportation Center - Jacksonville, FL

Materials Testing Engineer and Project Manager responsible for coordinating QC testing for the construction of bus terminals, parking areas, driveways, subsurface fuel tank, pedestrian bridge, and a multi-story administration building. Construction included steel erection, cast in place concrete, concrete paving, asphalt paving, drainage infrastructure, deep foundations, sidewalks and utilities.



EDUCATION

Bachelor of Science in Civil Engineering, University of North Florida, 2007

REGISTRATIONS

Registered Professional Engineer, #75525, Florida

YEARS OF EXPERIENCE

16 years

CONTACT INFORMATION

shane.whittier@terracon.com
P (904) 479-7417

Terracon Team

Chris R. Martin, Sr.

Laboratory Manager

PROFESSIONAL EXPERIENCE

Mr. Martin has over 36 years of experience with the field and laboratory testing of concrete, aggregates, soils and asphalt. Mr. Martin has experience with material evaluations of concrete, aggregates, soils, and structural steel. He has been involved with construction quality control and quality assurance testing and monitoring including field soils testing and inspection including proof rolling, density testing, penetrometer testing, visual soil classifications (AASHTO/USCS), footing inspections, pile driving, concrete evaluation, and reinforcing steel inspection. Mr. Martin has supervised construction materials and geotechnical laboratories for 30 years and is responsible for obtaining and maintaining certifications, accreditations, validations with such agencies as CCRL, AMRL, AASHTO AAP, USACE, and the FDOT. Has set up and implemented of calibration and reference sample programs in several laboratories.

PROJECT EXPERIENCE

FDOT District II Districtwide Materials Testing Contract

Project and laboratory manager for the laboratory verification testing (VT) including soils, concrete, and asphalt plant testing. Three parts of this contract are in Nassau County.

FDOT District III, IV, and V Miscellaneous Geotechnical Contracts

Project and laboratory manager for the verification testing (VT) including asphalt plant testing.

Jacksonville International Airport Terminal Expansion

Project manager for the materials testing and inspections including soils, concrete, asphalt pavements, and structural steel.

Jacksonville International Airport Centralized Security Checkpoint

Project manager for the materials testing and inspections including soils, concrete, asphalt pavements, and structural steel.

Florida Air National Guard Fuel Complex

Project manager for the materials testing and inspections including soils, concrete, asphalt pavements, and structural steel.

WTP Kings Bay Naval Base

Project manager for the materials testing and inspections including soils, concrete, asphalt pavements, and structural steel.

FLETC Intermodal Training Facility Brunswick Georgia

Project manager for the materials testing and inspections including soils, concrete, asphalt pavements, and structural steel.

Port Operations Waterfront Facility, Blount Island MCSF

Project manager for the materials testing and inspections including soils, concrete, asphalt pavements, and structural steel.



CERTIFICATIONS

NICET Level IV Concrete, Soils, and Asphalt
Nuclear Density Gauge Certification
Quality Geotechnical Lab Course, University of Missouri at Rolla
ACI Laboratory Testing Technician
ACI Aggregate Field-Testing Technician
ACI Aggregate Laboratory Testing Technician Level 1
ACI Concrete Laboratory Testing Technician Level 1
CTQP LBR Technician
CTQP Qualified Sampler
CTQP Concrete Lab Technician Level 1
CTQP Aggregate Testing Technician
CTQP Aggregate Base Testing Technician

YEARS OF EXPERIENCE

41 years

CONTACT INFORMATION

chris.martin@terracon.com
P (904) 900-6494

Terracon Team

Erik J. Bluemke

Drilling Manager

PROFESSIONAL EXPERIENCE

Mr. Bluemke has 25 years of geotechnical and environmental drilling experience. He manages the Winter Park Exploration team of employees responsible for exploration services. His management responsibilities includes executing the initiatives of exploration services including development of drilling safety practices/initiatives, drill rig inspection programs and compliance. He oversee and ensure consistent operations and practices of exploration teams by providing training, drill rig safety inspections, and monitoring/balancing workload [employees, rigs and projects]. He monitors the performance of the local teams through site visits, safety incident and near miss investigations, quality audits and metrics. Mr. Bluemke provides leadership and direction on drilling practices and rig utilization/fleet management to local offices and partners with other Exploration Managers to develop and deliver coordinated and consistent exploration services across all regions.

Mr Bluemke assist local offices with marketing/proposal activities related to exploration services including pricing, planning and drill methods. This includes developing, understanding and being aware of project-related risk. Communicates safety initiatives, rules and guidelines for Office or Region. Holds Managers and Employees accountable for following safety rules and guidelines. Promote continuous quality monitoring and improvement on projects. Ensure best practices are being followed and hold employees accountable for quality control standards.

He participates and provides input in the recruitment, interview and selection process for drillers.

PROJECT EXPERIENCE

Overland Bridge, Jacksonville, Florida

Master Diller to provide extensive rock coring to depths greater than 100'. Responsible to provide coring slurry walls and doing RQD testing for the Overland Bridge Replacement project, which extends from approximately 1,500 feet north of Palm Avenue to approximately 2,200 feet south of San Diego Road in Duval County, south of Downtown Jacksonville. The planned construction includes associated MSE walls, ramps, roadway re-alignments, stormwater treatment facilities, and miscellaneous structures.

Herbert Hoover Dike Rehabilitation Project South Florida

Master Driller to provide QA/QC drilling and inspection services to Bauer Construction for Reach 1 - Task Orders E and F of the Herbert Hoover Dike Seepage Cut-off Wall. This rehabilitation project is one of the largest and most complex dike restoration projects in the Nation. Responsible for providing coring slurry wall and inclinometer testing for the rehabilitation of the dike's most vulnerable section, the 22-mile section between Port Mayaca and Belle Glade

Duke Energy

Extensive rock coring to depths greater than 100'. Coring slurry walls and doing RQD testing.

EDUCATION

Associates Degree in Applied Science, State University of New York, 1987

CERTIFICATIONS

Florida Chauffeur's Driver's License (CDLA)

8-Hour Hazardous Substance Annual Recertification Course

40-Hour Hazardous Substance Health and Safety Training Course for Site Workers

Department of Environmental Conservation Licenses - 7A (pesticides), 7C (termidicides) and Nuisance Wildlife Control

State of New York/New York City Asbestos Handler License

YEARS OF EXPERIENCE

25 years

CONTACT INFORMATION

erik.bluemke@terracon.com

Terracon Team

Mingu Kim, Ph.D., P.E.

Geotechnical Regional Services

PROFESSIONAL EXPERIENCE

Dr. Kim has over 18 years of civil and geotechnical engineering. His expertise includes Dynamic Load Testing using Pile Driving Analyzer (PDA) and Embedded Data Collector (EDC), CAPWAP and GRLWEAP analyses, pile length and driving criteria recommendations, pile installation plan (PIP) review and hammer suitability/driveability evaluation, review of other deep foundation testing such as Cross Hole Sonic Logging (CSL), Pile Integrity Tester (PIT), Thermal Integrity Profiler (TIP) and Static Load Testing (SLT).

REGISTRATIONS

Registered Professional Engineer, Florida #64456 (May 2006)
S. Carolina #37173 (Sep 2019)
N. Carolina #049881 (Jan 2020)

CERTIFICATIONS

PDCA/PDI Certificate- PDA Master Level
FDOT CTQP Pile Driving Instructor

Kirk A. McIntosh, P.E., D.GE

Geotechnical Engineer

PROFESSIONAL EXPERIENCE

Mr. McIntosh has been involved in geotechnical explorations for several FDOT projects during his career. Projects have been performed in Districts 2, 3, 4, and 5. These projects have involved both driven pile and drilled shaft foundations, and load testing using static (bi-directional), dynamic (PDA), and rapid (Statnamic) testing methods. Mr. McIntosh has 41 years of experience.

REGISTRATIONS

Professional Engineer, Civil: Florida No. 33703, Georgia No. 15087
Diplomate of Geotechnical Engineering, 2011

CAPABILITIES

High-capacity deep foundation design
Driven and cast-in-place pile design and installation
Static load testing of deep foundations
Dynamic load testing of deep foundations

Lee Jiang, Ph.D., P.E.

Geotechnical Engineer

PROFESSIONAL EXPERIENCE

Dr. Jiang is a Geotechnical Engineer based in Terracon Consultants, Inc.'s Jacksonville office. Dr. Jiang has 8 years of field, laboratory, and geotechnical analysis and design experience. He has been the project manager and assistant project manager on field investigations, conducts engineering analyses, and prepares geotechnical engineering reports for public and private projects throughout North Florida.

REGISTRATIONS

Registered Professional Engineer, Florida #82280

CAPABILITIES

Shallow Foundation Analysis and Design
Deep Foundation Analysis and Design
Retaining Wall Analysis and Design
Settlement Analysis and Monitoring
Slope Stability Analysis and Monitoring
Ground Improvement
Seismic wave-based Site Characterization
Finite Element Analysis

Tom E. Selfridge, P.E.

Geotechnical Engineer

PROFESSIONAL EXPERIENCE

Tom has over 37 years of experience as a geotechnical engineer and has managed thousands of geotechnical exploration projects at sites throughout Florida, Georgia, South Carolina, North Carolina and the Caribbean. He has extensive expertise in geotechnical explorations and evaluations for mid to high-rise office buildings, parking garages, roadways, bridges, schools, shopping centers, mixed-use facilities, residential subdivisions, utility pipelines, cellular communication towers, wastewater treatment facilities, airports and distressed/damaged existing structures.

REGISTRATIONS

Registered Professional Engineer, Florida #41199, 1989

CAPABILITIES

Geotechnical and Materials Engineering
Design-Build and Deep
Foundation Design Consultation
Pile and Drilled Shaft Capacity Evaluation

Terracon Team

Casyn M. Meek, P.E.

Materials Testing Project Engineer

PROFESSIONAL EXPERIENCE

Mr. Meek is a Project Manager and Project Engineer with 6 years of experience. Casyn is a member of Terracon's Deep Foundation's Team where he is involved in the Dynamic Load Testing of piles using PDA (Pile Driving Analyzer), and drilled shaft testing including CSL (Cross-Hole Sonic Logging) and TIP (Thermal Integrity Profiling). Casyn is also a Project Manager and Materials Testing Engineer on a multitude of CMET (Construction Materials and Engineering Testing) projects.

REGISTRATIONS

Registered Professional Engineer, Florida No. 94310, 2022

CERTIFICATIONS

PDA Certification No. 2892
FDOT CTQP Pile Inspector
FDOT CTQP Drilled Shaft Inspector
PTI Unbounded Post Tension Installation Certification
ACI Concrete Strength Testing

Steven Weatherford, E.I.

Geotechnical Senior Staff Engineer

PROFESSIONAL EXPERIENCE

Steven is a geotechnical engineer in Terracon's Jacksonville, FL office. Steven graduated from the University of North Florida where he received his Bachelor of Science in Civil Engineering. Steven's primary role is a geotechnical project manager. Mr. Weatherford has also gained experience from other firms in the areas of construction materials testing, transportation and drainage design for FDOT projects, as well as surveying for civil construction.

REGISTRATIONS

Engineering Intern: No. 1100024362 01/2021

CERTIFICATIONS

ACI Concrete Strength Testing Technician
ACI Aggregate Base Testing Technician

Matthew Drysdale, E.I.

Materials Testing Senior Staff Engineer

PROFESSIONAL EXPERIENCE

Mr. Drysdale is a Senior Staff Engineer with three years of experience in Terracon Consultants, Inc.'s Jacksonville, FL office. Matthew graduated from the University of North Florida where he received his Bachelor of Science in Civil Engineering. Matthew's primary role is a CMET (Construction Materials and Engineering Testing) project manager, but he has also assisted other offices across the country (Denver, Nashville, Tampa, Pensacola) with drilling oversight and working as a technician.

REGISTRATIONS

Engineering Intern: No. 1100022692 6/2019

CERTIFICATIONS

CTQP Drilled Shaft Inspector (Pending)
CTQP Pile Driving Inspector (Pending)
ACI Concrete Field-Testing Technician – Level 1
CTQP Earthwork Construction Inspection – Level 1
CTQP Concrete Field-Testing Technician – Level 1

Chris R Martin, Jr.

Materials Testing Project Manager

PROFESSIONAL EXPERIENCE

Mr. Martin has over 20 years of experience with the field and laboratory testing of concrete, aggregates, soils and asphalt. Mr. Martin has experience with material evaluations of concrete, aggregates, and soils. He has been involved with construction quality control and quality assurance testing and monitoring including field soils testing and inspection including proof rolling, density testing, visual soil classifications (AASHTO/USCS), concrete evaluation, and reinforcing steel inspection.

CERTIFICATIONS

ACI Aggregate Base Testing Technician
ACI Aggregate Laboratory Testing Technician Level 1
ACI Concrete Field Testing Technician Grade 1
ACI Concrete Laboratory Testing Technician Level 1
ACI Concrete Strength Technician
CTQP LBR Technician
CTQP Qualified Sampler
CTQP Concrete Lab Technician Level 1
CTQP Aggregate Testing Technician
CTQP Aggregate Base Testing Technician
CTQP Asphalt Plant Technician Level 1

Terracon Team

Billy Harpster

Geotechnical Exploration/Drilling Assistant Manager

PROFESSIONAL EXPERIENCE

Billy has worked as a Engineering Technician for more than 3 years performing geotechnical drilling oversite, field supervision and laboratory testing. He currently works in Terracon's Jacksonville office as an Engineering Technician and is responsible for assisting project management, review and implementation of safety and exploration plans, visual and laboratory classification of soil, and drilling oversite.

CAPABILITIES

Shallow Foundation Analysis
Deep Foundation Analysis
Retaining Wall Analysis
Settlement Analysis and Monitoring
Slope Stability Analysis and Monitoring
Ground Improvement
Seismic wave-based Site Characterization
Finite Element Analysis

Peter J. Craig

Geotechnical CADD Designer

PROFESSIONAL EXPERIENCE

Peter has worked in the geotechnical and material testing industry for more than 15 years. His experience includes plan sheet and exhibit CAD design, planning/direction/supervision of drilling services, public and private geotechnical and environmental project management, laboratory and field soils testing, concrete inspection and testing, and asbestos and lead paint inspection. He currently serves as the Jacksonville CAD Designer for Geotechnical Services and is responsible for plan sheet and exhibit production for public and private projects.

CAPABILITIES

Plan Sheets
Exhibit Production

Matt Darden

Geotechnical Staff Engineer

PROFESSIONAL EXPERIENCE

Matthew has worked as a Engineering Technician for more than 5 years performing geotechnical drilling oversite, field supervision and laboratory testing. He currently works in Terracon's Jacksonville office as a Field Engineer and is responsible for review and implementation of safety and exploration plans, visual and laboratory classification of soil, and drilling oversite.

CAPABILITIES

Shallow Foundation Analysis and Design
Deep Foundation Analysis and Design
Retaining Wall Analysis and Design
Settlement Analysis and Monitoring
Slope Stability Analysis and Monitoring
Ground Improvement
Seismic wave-based Site Characterization
Finite Element Analysis

Tom Hallahan

Geotechnical Field Engineer

PROFESSIONAL EXPERIENCE

Thomas is a Geotechnical Field Engineer based in Terracon Consultants, Inc.'s Jacksonville office. Thomas has approximately 16 years of field, laboratory, and geotechnical analysis experience on public and private projects throughout Central and North Florida. Thomas has experience with Dynamic Load Testing of piles using PDA (Pile Driving Analyzer) and EDC (Embedded Data Collector) and CAPWAP and WEAP analysis. He is also a certified Pile Driving Inspector for the installation of production piles and drilled shafts.

APPROVED INSTRUCTOR

PDCA – PDA/CAPWAP
CTQP Drilled Shaft Inspection
CTQP Pile Driving Inspection
ACI – Aggregate Base Testing

Terracon Team

Justin Patino

Exploration/ Driller

PROFESSIONAL EXPERIENCE

Justin has been in the industry for 5 years now. His responsibilities include oil changes, greasing the rig, inventory checks, pressure washing equipment and mobilizing equipment to the job site.

CAPABILITIES

Shallow Foundation Analysis
Deep Foundation Analysis
Retaining Wall Analysis
Slope Stability Analysis and Monitoring
Ground Improvement
Finite Element Analysis

Fred Sieligowski

Exploration/ Driller

PROFESSIONAL EXPERIENCE

Fred's responsibilities include oil changes, greasing the rig, inventory checks, pressure washing equipment and mobilizing equipment to the job site.

CAPABILITIES

Shallow Foundation Analysis
Deep Foundation Analysis
Retaining Wall Analysis
Slope Stability Analysis and Monitoring
Ground Improvement
Finite Element Analysis

Mike Waller

Exploration/ Driller

PROFESSIONAL EXPERIENCE

Mike's responsibilities include oil changes, greasing the rig, inventory checks, pressure washing equipment and mobilizing equipment to the job site.

CAPABILITIES

Shallow Foundation Analysis
Deep Foundation Analysis
Retaining Wall Analysis
Slope Stability Analysis and Monitoring
Ground Improvement
Finite Element Analysis

Tyler Cozart

Exploration/ Driller

PROFESSIONAL EXPERIENCE

Tyler's responsibilities include oil changes, greasing the rig, inventory checks, pressure washing equipment and mobilizing equipment to the job site.

CAPABILITIES

Shallow Foundation Analysis
Deep Foundation Analysis
Retaining Wall Analysis
Slope Stability Analysis and Monitoring
Ground Improvement
Finite Element Analysis

Chris Rabon

Materials Testing Senior Inspector

PROFESSIONAL EXPERIENCE

Mr. Rabon has over 12 years' structural steel testing and inspection experience in both heavy industrial and commercial construction projects.

CERTIFICATIONS

American Welding Society – Certified Welding Inspection
ASNT Ultrasonic Testing Inspector Level II
ASNT Magnetic Particle Testing Inspector Level II

Todd Taylor

Materials Testing Senior Inspector

PROFESSIONAL EXPERIENCE

Mr. Taylor has over 34 years' structural steel testing and inspection experience in both heavy industrial and commercial construction projects.

CERTIFICATIONS

American Welding Society – Certified Welding Inspection
ICC Structural Steel Inspector
ICC Structural Welding Special Inspector
ICC Structural Bolting Certification
ICC Spray Applied Fireproofing Inspector

Terracon Team

Chase Bonham

Materials Testing Engineering Technician

PROFESSIONAL EXPERIENCE

Mr. Bonham has approximately 10 months of experience as an engineering technician. His experience includes field testing and inspection of construction materials including soils, concrete, and asphalt.

CERTIFICATIONS

Nuclear Density Gauge Safety

Tony Counts

Materials Testing Field Technician

PROFESSIONAL EXPERIENCE

Mr. Counts has worked as a Technician and an Inspector for over 20 years. He has tested concrete, soils and asphalt as well as overseen construction on FDOT projects.

CERTIFICATIONS

CTQP Earthwork Construction Inspection-Level 1
CTQP Earthwork Construction Inspection-Level 2

Thiago Faria

Materials Testing Engineering Technician

PROFESSIONAL EXPERIENCE

Thiago is based in our Jacksonville, Florida office as an assistant project manager for materials. He has less than a year experience with Terracon.

EDUCATION

Bachelor's degree in Industrial Engineering, Universidade Vega de Almeida, Brazil

Asmer Dominguez

Materials Testing Engineering Technician

PROFESSIONAL EXPERIENCE

Mr. Dominguez has approximately 4 years of experience as an engineering technician. His experience includes field and laboratory testing and inspection of construction materials including soils, concrete, asphalt, and steel.

CERTIFICATIONS

Radiation Safety Training Course
CTQP Earthwork Construction Inspection - Level 1
ACI Field Testing Technician I
ACI Concrete Strength Testing Technician

Chase Waltrip

Materials Testing Engineering Technician

PROFESSIONAL EXPERIENCE

Mr. Bonham has approximately 1 year of experience as an engineering technician. His experience includes field testing and inspection of construction materials including soils, concrete, and asphalt.

CERTIFICATIONS

Radiation Safety Training Course
CTQP Earthwork Construction Inspection - Level 1
ACI Field Testing Technician I

Sean Olds

Materials Testing Engineering Technician

PROFESSIONAL EXPERIENCE

Mr. Olds has approximately 4 years of experience as an engineering technician. His experience includes field and laboratory testing and inspection of construction materials including soils, concrete, asphalt, and steel.

CERTIFICATIONS

Radiation Safety Training Course
CTQP Earthwork Construction Inspection - Level 1
CTQP Earthwork Construction Inspection - Level 2
ACI Field Testing Technician I
CTQP Concrete Field Inspector I

Terracon Team

Michael Crawford

Materials Testing Engineering Technician

PROFESSIONAL EXPERIENCE

Mr. Crawford has approximately 15 years of experience as an engineering technician. His experience includes field and laboratory testing and inspection of construction materials including soils, concrete, asphalt, and steel.

CERTIFICATIONS

Radiation Safety Training Course
CTQP Earthwork Construction Inspection – Level 1
CTQP Earthwork Construction Inspection – Level 2
ACI Field Testing Technician I
CTQP Concrete Field Inspector I

Shannon Burgess

Materials Testing Senior Inspector

PROFESSIONAL EXPERIENCE

Mr. Burgess has over 10 years' experience in material evaluations of concrete, structural steel, and high-performance protective coating. Construction Quality Control and Quality Assurance Testing and Monitoring, Non-destructive Testing utilizing the Ultrasonic, Magnetic Particle, and Liquid Penetrant methods. Served five years as a corrosion assessment and prevention consultant for the Alaska Department of Transportation.

CERTIFICATIONS

NACE Senior Coating Inspector Level III.
SSPC Protective Coating Specialist.
American Welding Society – Certified Welding Inspector.
ASNT SNT-TC-1A Level II UT/MT
ICC Master Special Inspector

Shane Watson

Materials Testing Field Technician

PROFESSIONAL EXPERIENCE

Shane has over 18 years extensive training and experience in the full spectrum of construction materials testing and special inspection tasks associated with commercial, institutional, industrial, retail and parking and transportation related structures. From soils and aggregate earthwork activities to cast-in-place concrete, masonry, post-tensioning, reinforcing steel, asphalt and other specialty inspections, Mr. Watson has acted as lead field technician performing the full complement of required inspections, thus limiting the number of additional technicians needed at a project site. He holds certifications in Concrete, Soils and OSHA 30 Hour Safety, and continues his education through on-site hands-on training conducted by in-house Senior Geotechnical and Environmental Principals.

CERTIFICATIONS

ACI Level I

Philip Harbison

Materials Testing Senior Engineering Technician

PROFESSIONAL EXPERIENCE

Mr. Harbison has over 11 years of experience as an engineering technician. His experience includes field and laboratory testing and inspection of construction materials including soil, concrete, and asphalt for commercial and transportation projects.

CERTIFICATIONS

CTQP – LBR Technician
CTQP – Asphalt Plant 1
CTQP – Asphalt Plant 2
CTQP – Qualified Sampler
CTQP – Concrete Lab Technician Level 1
CTQP – Aggregate Testing Technician
CTQP – Base Testing Technician
TIN – H61267882

Terracon Team

Travis Paquette

Materials Testing Asphalt Plant Inspector

PROFESSIONAL EXPERIENCE

Travis is an Engineering Technician for Materials and has been internally vetted and based at the Terracon Consultants, Inc.'s Jacksonville office. He has over 5 years of experience in asphalt and concrete operations. His experience includes field and laboratory testing and inspection of construction materials, including soil, concrete, and asphalt for commercial, federal, and transportation projects.

CERTIFICATIONS

CTQP Asphalt Plant Inspector Level I
CTQP Asphalt Plant Inspector Level 2
ACI Concrete Field-Testing Technician
ACI Concrete Strength Testing Technician
U.S. Army Corps of Engineers Construction Quality Management for Contractors
MAC ID: S0152048

Ron Raulerson

Materials Testing Senior Inspector

PROFESSIONAL EXPERIENCE

Mr. Raulerson has over 35 years' experience in Material Evaluations of Concrete, Aggregates, Soils, and Structural steel. Construction Quality Control and Quality Assurance Testing and Monitoring, Field Soils Testing and Inspection including Proofrolling, Density Testing, Penetrometer Testing, Visual Soil Classifications (USCS), Footing Inspections, Pile Driving, Concrete Evaluation and Rebar Inspection, Cathodic protection installation inspection and Evaluation, and Structural Steel Testing and Inspection.

CERTIFICATIONS

Threshold Inspector BN 5457-Florida
Post Tension Institute - Installer /Inspector Level 1 and 2
American Welding Society – Certified Welding Inspection

Greg Scott

Senior GIS Analyst

PROFESSIONAL EXPERIENCE

Mr. Scott is a GIS Analyst with over 24 years of experience in our Jacksonville, FL office. His private sector experience includes direct support of civil engineering, environmental, forestry and facility/land planning and design companies. He specializes in large dataset acquisition/creation and management, cartographic/thematic mapping, environmental/ specialized analysis, mobile GPS technologies, technical design, client coordination and report writing.

CERTIFICATIONS

GISP Certification, 2014, No. 83420

Kerry Olds

Secretary/Clerical

PROFESSIONAL EXPERIENCE

Kerry has been with Terracon for 19 years and has 35 years of experience in the engineering field. Under the direction of a Division Manager or Office Manager, Manage the operational and fiscal activities of an administrative department. Plan and develop systems and procedures to improve the operating quality and efficiency of the department. Supervises clerical staff and administrative (non-technical). With limited supervision from the office manager, regularly exercises independent judgment in administration duties of a confidential nature and performs more responsible department level administrative functions. She is also proficient in computer programs such as Consultant Invoice Transmittal System "CITS", Equal Opportunity Compliance System "EOC" and Project Cost Redistribution "PRC" all are FDOT data entry programs.

Terracon Team

Terracon has assembled a highly skilled team experienced in all services requested in the RFP/RFQ. These services will be performed in house with local resources. Our team will keep your project on schedule and costs in line with the project goals.

The Terracon Team has the ability to partner with Meskel & Associates Engineering, NicNevol Engineering Services, Inc. and STV, Inc. to provide field and laboratory support, when needed. Meskel and NicNevol are local Disadvantaged Business Enterprises (DBE). Meskel and NicNevol provide Construction and Engineering Inspection, Geotechnical and Material Testing services for many projects in the Jacksonville area and will be a great addition to our team.

MESKEL & ASSOCIATES ENGINEERING



Meskel & Associates Engineering core business is providing high quality geotechnical services (engineering, drilling and laboratory testing) and construction materials testing (field and laboratory) services. MAE is a certified Disadvantaged Business Enterprise (DBE), woman-owned small business established in Jacksonville, Florida in 2008 that is licensed in the State of Florida to practice Professional Engineering and Geology. Our staff of 39 includes engineers, geologists, CAD operators, field and laboratory technicians and inspectors, and administrative support staff. MAE can provide the engineering expertise needed to assess construction and long-term performance risks associated with subsurface conditions to develop innovative, practical, and cost-effective foundation recommendations for your project design team, and can provide certified and experienced field and laboratory technicians to provide the necessary construction materials tests in the field and in our accredited laboratory.

Our expertise includes performing subsurface investigations, laboratory and field testing of soils and construction materials, and preparation of recommendations for design and construction. We are prepared to support the team's technical needs from your project's preliminary phase through all construction phases, as needed. On every project, we strive to provide quality, safe, and responsive services. MAE has the resources and availability to meet the requirements of your projects, and we look forward to being a trusted partner to your design team.

NICNEVOL ENGINEERING SERVICES, INC.



NicNevol Engineering Services, Inc. (NicNevol) is a multi-disciplinary firm which specializes in geotechnical engineering, construction materials testing (CMT), and construction engineering inspection (CEI). We aim to provide the services needed to complete all contract work on time and within budget.

Our team of experienced staff is trained to provide practical solutions to complex problems. This is accomplished through our understanding of industry practices, quality leadership skills and local expertise, we strive to reach our goal of delivering a successful project to our clients.

NicNevol is a premier provider of delivering successful projects to both public and private clients across Florida with office locations in Jacksonville and Gainesville. NicNevol has more than 15 employees and over 40 years of combined experience of working in Florida.

NicNevol has provided all our services—geotechnical, construction materials testing and inspection on federal, state, and local funded projects. We are well versed and experienced with testing procedures and contract requirements. NicNevol has also worked on multiple roadways, bridges and drainage projects throughout Northeast Florida.

STV, INC.



For over 100 years, STV Inc. is a multi-disciplinary firm providing architectural, engineering planning, environmental, program and construction management services for infrastructure and transportation systems. This also includes rail, mass transit, highways and bridges, water, healthcare infrastructure, education and justice. STV, Inc. has over 2,200 people and contribute our success to be client-focused and quality- driven.

Terracon Team

P. Rodney Mank, P.E.

Principal Engineer



PROFESSIONAL EXPERIENCE

Mr. Mank is a licensed Professional Engineer in Florida and Georgia with more than 35 years of technical and managerial experience, including managing all levels of geotechnical engineering and material testing projects from field and laboratory personnel and resources, junior and senior level engineering staff, to serving as a technical resource to clients. Rodney's project experience includes geotechnical services for new roadway and roadway widenings, new bridge and bridge replacements, pavement design, drainage and stormwater management structures and ponds, intersection improvements including lighting and signal structures, and multiuse/purpose trail and recreational facilities construction.

PROJECT EXPERIENCE

Nassau County Westside Park, Nassau County, FL

Principal Engineer. This project will consist of a 110-acre regional park located near Hilliard. Park structures will include a community building, amphitheater, Airnasium, and overlook and picnic pavilions. Amenities will include 11,000 linear feet of paved trails including elevated boardwalks, 6 athletic fields, fishing ponds and 90,000 square feet of amphitheater lawn area. Track and ATV-mounted drilling rigs were mobilized to the site to drill 54 SPT and 65 auger borings and explore the site subsurface conditions. Prior to mobilization, access paths were cleared due to the dense vegetation. Our geotechnical engineering recommendations included shallow foundations and slabs-on-grade for all structures, timber piling to support the boardwalks through wetland areas, and a flexible pavement section for the 7,300 linear-foot 2-lane access roadway. Future work will include modeling the drawdown of wetland areas adjacent to the stormwater ponds once the final pond layout and design water levels are determined. Any adverse impacts will be mitigated through the construction of vertical groundwater cutoff walls along the pond berm or the installation of an impervious liner along the pond bottom and sides.

JEA Nassau WRF Phase 2 Expansion, Nassau County, FL

Principal Engineer The Water Reclamation Facility (WRF) is located on Amelia Concourse south of SR 200 in Yulee, FL. The project included a significant expansion of the capabilities of the WRF and included an Oxidation Ditch, Headworks, Reclaimed Water Storage Tank, Sludge Holding Tank, effluent and non-potable water pump stations, Operations and Maintenance Buildings, and several smaller structures and grade-supported slabs holding process equipment. Much of the new construction was to occur within 2 existing Rapid Infiltration Basins (RIB) that were being abandoned. Our field exploration encountered predominately sandy soils that allowed for shallow foundation design for the planned structures and new pavements for access roads. However, tight settlement tolerances for the Oxidation Ditch and Sludge Holding Tank required a ground improvement program consisting of stone columns (Vibro-Replacement) to densify the foundation soils. Our geotechnical report provided the results of our field and laboratory testing programs, our evaluation of the encountered subsurface conditions, and our recommendations for foundation design and construction.



EDUCATION

MBA – University of South Florida, 1996

BSCE – University of Florida, 1984

Graduate Courses, Civil Engineering – University of Central Florida, Florida International University, 1986-1988

REGISTRATIONS

Florida Professional Engineer No. 41986

Georgia Professional Engineer No. 033805

YEARS OF EXPERIENCE

39 years

CONTACT INFORMATION

Rodney@meskelengineering.com

P (904) 519-6990

3728 Philips Highway, Suite 208
Jacksonville, Florida 32207

Terracon Team

Brett Harbison, P.E.

Geotechnical Services Director/Senior Geotechnical Engineer



PROFESSIONAL EXPERIENCE

Brett has 16 years of field, laboratory, and geotechnical analysis experience on public and private projects throughout Florida. As Geotechnical Services Director, he manages all personnel and geotechnical processes for every project, including planning and proposal preparation, supervision of field and laboratory testing, and preparation and oversight of engineering analysis and reporting. Brett is the Contract and Project manager for MAE's Florida Department of Transportation work. He has provided dynamic load testing services using the Smartpile EDC System on numerous pre-stressed, pre-cast concrete driven piles on bridge foundation construction projects throughout Florida.

PROJECT EXPERIENCE

Nassau County Westside Park, Phase 1, Nassau County, Florida

Senior Geotechnical Engineer, Project includes the development and construction of a regional-scale park facility to include community building and restrooms, a prefabricated amphitheater and other metal buildings, playfields, picnic pavilions, playground and shade structures, elevated boardwalks, access roadways and a trail system. MAE's scope of work includes performing field explorations and laboratory testing and providing engineering recommendations for design and construction of shallow and deep foundations, flexible pavement sections, and stormwater management facilities.

William Burgess Blvd to Police Road 16-in RWM, Nassau County

Senior Geotechnical Engineer, Project included the design and construction of a 16-inch reclaimed water main (RWM) for approximately 15,300 feet along SR200 between Tributary Dr and William Burgess Blvd. MAE's scope of work included performing Standard Penetration Test (SPT) borings along the pipeline alignment which included Jack-and-Bore and Horizontal Directional Drill (HDD) crossings. An engineering report was provided that included recommendations for design of pipeline support, and HDD and Jack-and-Bore drilling, and construction recommendations including groundwater control, preparation of bedding soils, excavation protection and roadway reconstruction.

US Highway 1 & CR 210 Mast Arm Foundation Structures, St. Johns County, Florida

Geotechnical Engineer. The locations of the two-mast arm signal pole structures were on the northeast and southwest corners of US1 and CR 210 intersection. MAE services included Standard Penetration Test (SPT) borings to obtain soil samples and measure groundwater levels encountered at the boring locations, soil classification and laboratory testing and engineering analysis. MAE provided soil parameters for design of the drilled shaft structures.

City of Jacksonville Mayport Docks Redevelopment, Jacksonville

Senior Geotechnical Engineer responsible for the geotechnical exploration, laboratory testing, and engineering analysis and reporting for the proposed fixed and floating docks to be located along the south bank of the St. Johns River approximately 1,000 feet south of the east dock of the Mayport Ferry. Proposed dock lengths total approximately 1,320 linear feet (South dock is 670 LF, Oearch dock is 285 LF, and the North dock is 365 LF).



EDUCATION

BSCE – Florida State University, 2007

REGISTRATIONS

Florida Professional Engineer No.74679

Certified SmartPile EDC System (User ID #020FL0029-13)

YEARS OF EXPERIENCE

16 years

CONTACT INFORMATION

BHarbison@meskelengineering.com

P (904) 519-6990

3728 Philips Highway, Suite 208
Jacksonville, Florida 32207

Terracon Team

Bensa Nukunya, P.E.

Senior Engineer



NicNevol
Engineering Services, Inc.
Geotechnical Engineers | Construction Materials
Testing | Construction Engineering & Inspection (CEI)

PROFESSIONAL EXPERIENCE

Mr. Nukunya is a licensed professional engineer with over 22 years of experience in managing construction engineering inspection and materials testing projects. He has worked as a project engineer and project manager for a wide variety of projects for FDOT, city, state and federal government levels, as well as commercial. Projects have included roadways and bridges, water treatment plants, sewer and water supply lines, commercial and residential structures, port/coastal facilities, recreational facilities/parks, wetland restoration projects, and canal dredging. Mr. Nukunya has strong technical background in geotechnical and foundations engineering. Bensa's expertise also includes providing Quality Control Project Management services on various materials testing and inspection projects and FDOT's CQC programs, as well as providing laboratory testing services for Jacksonville Aviation Authority, City of Jacksonville, FDOT Districts 2, 4 and 6, Florida's Turnpike, and SFWMD. He has performed QA/QC services for roads, bridges, fire stations, levees, dikes, pump stations, and parks. He is an expert in soils, concrete, asphalt, aggregates, soil-cement design, and trouble soils.

PROJECT EXPERIENCE

FDOT, Verification Quality Control Contract, District 2, 4, 6 & Turnpike
Project Manager/Engineer. Responsible for material testing and inspection services on a task by task bases, that encompass various construction contracts throughout the District. Projects included bridges, box culverts, minor and major roadways and highways, mast arms, retaining walls and various miscellaneous projects. Managed and scheduled all inspection and technician personnel to assure soil, concrete and asphalt materials where inspected and testing in accordance with standards and procedures.

FDOT, Districtwide 4 & 6 Geotechnical Engineering & Testing Contract
Project Manager/Engineer. Responsible for technical direction of field and laboratory services for the projects under the contract. Also responsible for geotechnical analysis and evaluation of field and laboratory data and geotechnical engineering evaluation and recommendations for design and construction of roadway and foundations, recommending site preparation, and earthwork construction.

SR 19 Mill & Resurface Project, FDOT District 2, Putnam County
Project Manager/Senior Project Engineer. Work consisted of mill and resurfacing, base work, shoulder treatment, drainage improvements, highway signing, guardrail, bridge works, and other incidental construction.

JTA, Atlantic/Kernan Intersection Improvements, Duval County, FL
Senior Geotechnical Engineer. Responsible for designing drilled shafts and driven piles foundations for the bridge structures. Analyses on this bridge consisted of evaluation of site stratigraphy, development of profiles for drilled shaft and piles design, selection and assignment of soil parameters/properties for each layer or stratum, determination of ultimate skin friction, end bearing, and total capacity, development of curves of pile capacity vs. depth for various size shafts, application of appropriate resistance factors, estimating settlement, preparation of pile data tables, preparation of reports describing the design efforts, and drilled shaft construction recommendations.

EDUCATION

PhD, Civil Engineering
(Materials & Pavement)
University of Florida, 2001

MS, Civil Engineering
(Geo-Environmental)
University of Toledo, 1998

BS, Civil Engineering,
University of Science &
Technology/Ghana, 1993

REGISTRATIONS

PE, Florida, #59440 PE

Louisiana, #34144 PE

Georgia, #37309

YEARS OF EXPERIENCE

22 years

CONTACT INFORMATION

bnikunya@nicnevol.com

3728 Philips Highway, Suite
11A

Jacksonville, Florida 32207

Terracon Team

Webert Lovencin, P.E.

Engineer



NicNevol
Engineering Services, Inc.
Geotechnical Engineers | Construction Materials
Testing | Construction Engineering & Inspection (CEI)

PROFESSIONAL EXPERIENCE

Mr. Lovencin has over 20 years of experience in roadway and bridge construction. He started working at the Florida Department of Transportation (FDOT) as a Professional Engineering (PE) Trainee. He spent two years as a PE Trainee undergoing a comprehensive training program that introduced graduate engineers to all facets of engineering within the Department. This included design, materials, construction, maintenance, and administration. He worked for FDOT District 2 Construction serving as Construction Project Engineer, Project Administrator, and Project Manager. He now works for this firm serving in multitude roles such as CEI project engineer, contract support specialist, project manager, etc. Mr. Lovencin has experience in the inspection of drainage inlets and pipe installation, pipe lining, roadway base and asphalt (mill & resurface), excavation, embankment, concrete sidewalk, curb & gutter, signalized intersection improvements, ITS, landscaping, water and sewer utility replacement and bridge and structure repair/rehabilitation. In addition, Mr. Lovencin has experience in the inspection of pile driving, drilled shaft installation and mat foundation.

PROJECT EXPERIENCE

SR 49 (US 129) - Mill & Resurface, From End of Curb and Gutter to Hilliard Avenue, FDOT District 2, Gilchrist Co., FL

CEI Project Engineer. Work consisted of mill and resurfacing, base work, shoulder treatment, highway signing, and other incidental construction.

SR 500 (US 27A) - Mill & Resurface, From NE 8th Street to CR 124, FDOT District 2, Levy Co., FL

CEI Project Engineer. Work consisted of mill and resurfacing, base work, shoulder treatment, drainage improvements, highway signing, and other incidental construction.

SR 5 (US 1) - Mill & Resurface, From Flagler County Line to SR 206, FDOT District 2, St. Johns Co., FL

CEI Project Engineer. Work consisted of mill and resurfacing, base work, shoulder treatment, drainage improvements, highway signing, guardrail, bridges, placement of a stress absorbing membrane (SAM) layer and other incidental construction.

Jacksonville Transportation Authority - FCF BRT Fiber Optic, Jacksonville, FL

CEI Project Engineer. Responsibilities included coordination of inspection personnel, invoicing and contract management. Work included MOT, ITS equipment installation, utility relocation, erosion control, directional bores, bridge mounted conduit, fiber optic cable, traffic controller units, cabinet connections, and signals.

SR 126 (Emerson Street) - Mill & Resurface, FDOT District 2, Jacksonville, FL Contract Support Specialist. Work consisted of mill and resurfacing of parabolic crown roadway, curb and gutter, sidewalk, signal improvements. Project also included a JPA with JEA to install a new 12-inch water main from Spring Park Road to Sharon Terrace.

EDUCATION

PhD, Civil Engineering/
University of Florida, 2007

MS, Civil Engineering/
University of Florida, 1999

BS, Civil Engineering/
University of Florida, 1997

REGISTRATIONS

Professional Engineer,
Florida, 77976, 2014

Professional Engineer,
Alabama, 34394, 2014

YEARS OF EXPERIENCE

20 years

CONTACT INFORMATION

wlovencin@nicnevol.com

3728 Philips Highway, Suite
11A
Jacksonville, Florida 32207

Terracon Team

Ragui W. Fahmy, Ph.D., P.E.

Geotechnical/ Tunneling Engineering Chief



PROFESSIONAL EXPERIENCE

Ragui is a geotechnical engineer with more than 30 years of experience providing design and inspection of the geotechnical and structural elements of transportation projects, including tunnels, bridges, and roadways. He is familiar with all aspects of geotechnical engineering including the development of site investigation programs, evaluation of soil parameters using laboratory and field testing, and design and construction of various transportation and environmental structures. Ragui has extensive experience in the design and inspection of foundations, embankments, soil improvement methods, dams, and earth support systems. In addition, he is among the vanguard of his peers in adapting the leading geotechnical computer programs to analyze field conditions and develop effective approaches to construction challenges, including modifications to slope stability software to account for geosynthetics. A Ph.D. in Geotechnical Engineering, Ragui is a valued mentor to young engineers mastering such tools as finite element analysis as well as the FWHA, Winkler, and conventional rigid methods of analysis.

PROJECT EXPERIENCE

NYSDOT Van Wyck Expressway Capacity and Access to JFK Airport Improvements Design-Build

Supporting structural design for the New York State Department of Transportation (NYSDOT) design-build project to upgrade mobility and access on the Van Wyck Expressway (VWE) to and from JFK Airport in South Queens, NY. The \$880 million project will improve the operations and geometry of the ramps, modify or add new bridges to smooth traffic flow, and address structural deficiencies of the bridges within the project limits. Ragui is providing structural design and analysis of the foundation and retaining walls associated with the improvements. He is also preparing geotechnical reports.

NJDOT I-295/I-76/Route 42 Direct Connection

Established and evaluated the structural design of wall and bridge foundation alternatives for ramps C and D of the I-295/I-76/Route 42 Direct Connection project in Camden County, NJ, for the New Jersey Department of Transportation (NJDOT). Three support wall systems were considered as viable options to construct the ramp: secant pile walls, slurry walls, and a king pile/sheeting steel combined wall system. Interlocking king pipe piles were selected for one segment of the walls and secant pile walls were selected for all other segments.

NJTA Garden State Parkway Mainline Widening

Led geotechnical services for the widening and improvement of the northbound and southbound lanes of the Garden State Parkway between MP 83.5 and 88.5 in Ocean County, NJ, for the New Jersey Turnpike Authority (NJTA). The project widened the existing roadway's six lanes from 11 to 12 feet and expanded its 5-foot right and 2-foot left shoulders to 12-feet each. Ragui performed the geotechnical work for the replacement of eight mainline bridges, lengthening of two culverts, and construction of a retaining wall associated with the widening. The scope of the structural work also included wrap-around mechanically stabilized earth (MSE) walls for the integral bridge abutments and 13 new sign structures.

EDUCATION

Doctor of Philosophy (Ph.D.), Geotechnical Engineering; Strathclyde University, Scotland (1982)

Bachelor of Science, Civil Engineering; Cairo University, Egypt (1974)

REGISTRATIONS

Professional Engineer:
New Jersey (2003/
#GE04435200/ exp.
4/30/2024)

Pennsylvania (1997/#PE-
052298-E/exp. 9/30/2023)

YEARS OF EXPERIENCE

30 years

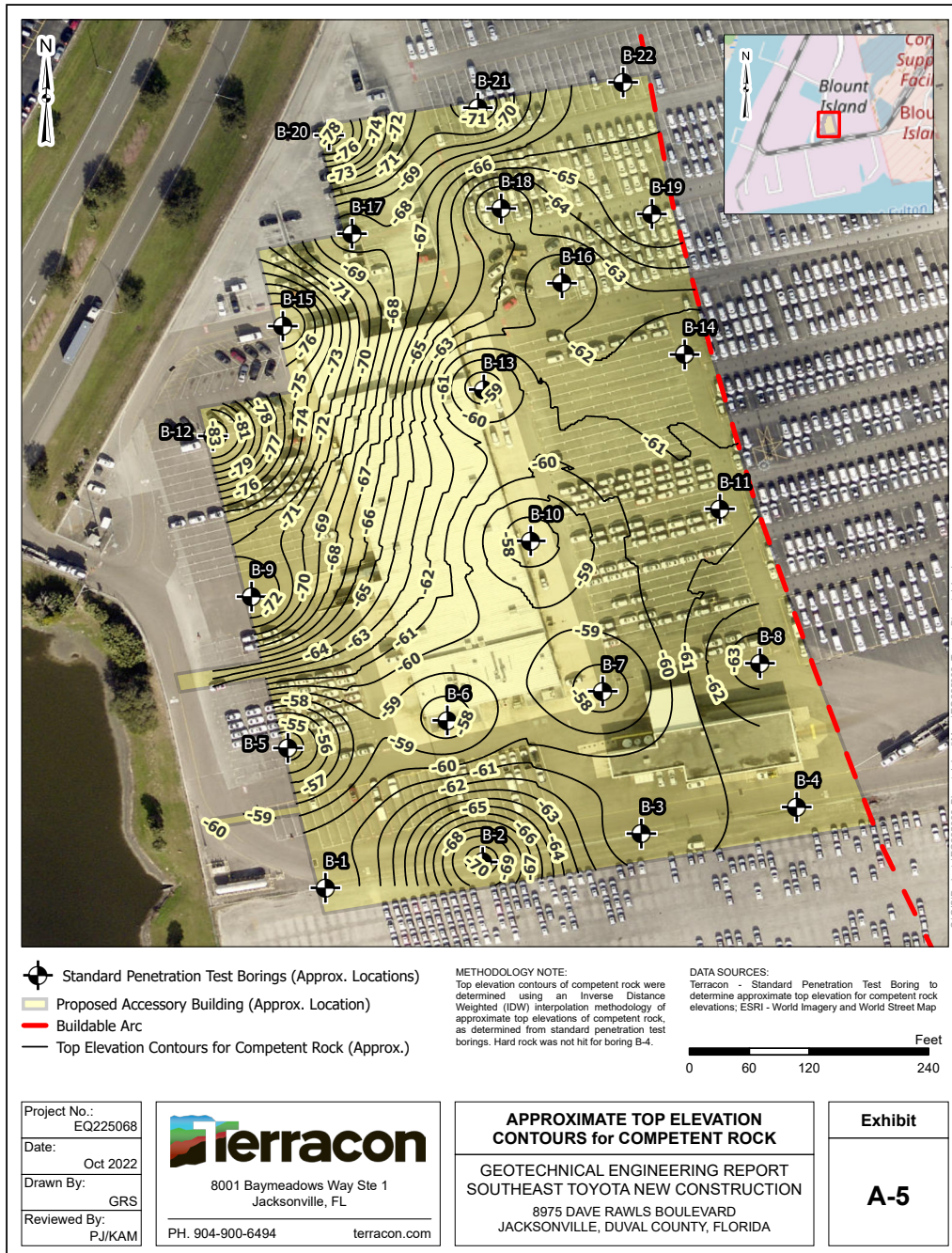
CONTACT INFORMATION

Ragui.Fahmy@stvinc.com

5200 Belfort Pkwy #400
Jacksonville, Florida 32256

Terracon GIS Capabilities

Terracon uses the most advanced GIS software applications and database management tools in the industry to help us effectively manage, analyze, and visualize site data. We leverage the ArcGIS platform to provide a wide range of project solutions from creation of traditional map cartography products to web applications enabling efficient and sub-meter accurate data collection in the field. We are adept at developing complex relational database schemas to handle large amounts of information and integrating datasets from various sources. We use 3D geographic modeling applications, such as ESRI's Spatial Analysis extension, for complex sites requiring advanced data analysis and visualization. If needed, our staff can produce customized application solutions and is well versed in a variety of programming tools and languages including Python, C#, JavaScript, VB.NET, ArcGIS Server, ArcObjects, and XML. Regardless of the project scope, Terracon will strive to deliver intuitive and high quality technological products communicating project data to our client and other project stakeholders.



Geophysical Methods

When it comes to geophysical surveys, Terracon's non-intrusive methods complement our traditional methods, greatly improving site characterization and the opportunity for clients to save time and money.

Geophysical surveys can provide valuable subsurface information in remote and inaccessible areas, allowing our engineers to correlate subsurface data between borings. These methods can help reduce the risk of unknown and unexpected features on a project site before and during site operations. Our highly-qualified geophysicists routinely work with a broad spectrum of clients to provide necessary geophysical information for the exploration, planning, design, locating, and evaluation of a wide variety of project sites.

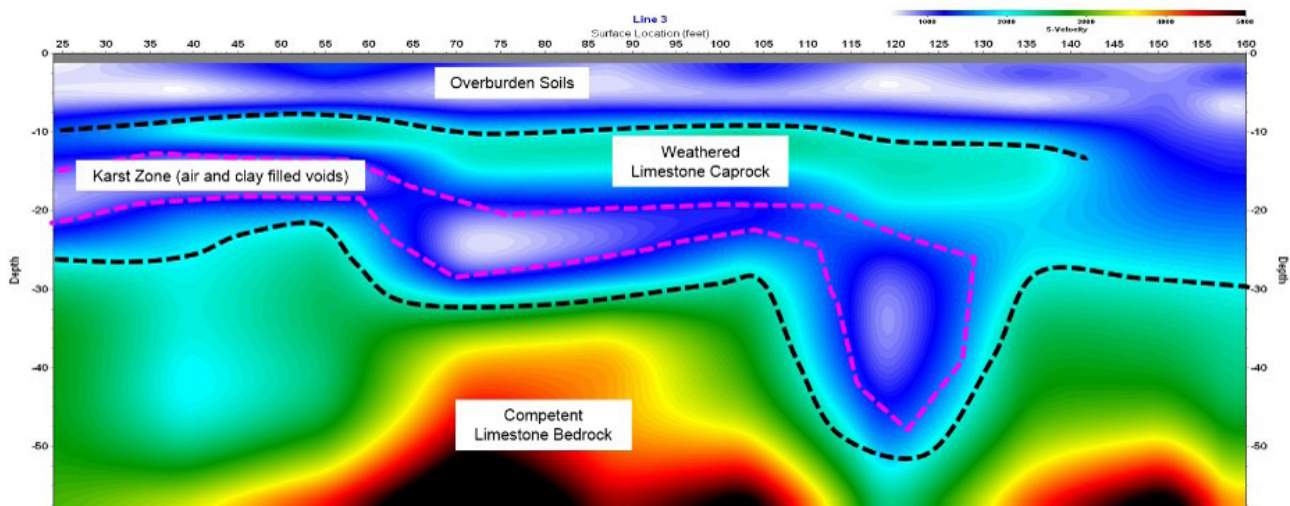
Terracon's primary geophysical methods (among others) include:

- Ground Penetrating Radar (GPR)
- Seismic (MASW, ReMi, refraction, reflection)
- Electrical Resistivity (2D/3D/4D tomography, Wenner, fall of potential)
- Electromagnetic Induction (EMI)
- Borehole and Marine Geophysics
- Deep Foundation Testing (PDA, CSL, PIT, TIP)

Clients can quickly receive subsurface data safely and with little to no site disturbance using Terracon's extensive non-intrusive methods.

Some applications include:

- Vital Infrastructure (pipelines, roadways, bridges, dams)
- Geotechnical Characterization (sinkholes, landslides, bedrock topography, seismic analysis, rippability)
- Buried Objects (utilities, storage tanks, debris, foundations)
- Non-Destructive Evaluations (concrete, voids, columns, beams)
- Geological (faults, groundwater, karst)



Initial borings located shallow bedrock but a geophysical seismic refraction survey indicated a karst layer with open voids below thin cap-rock. Follow-up drilling confirmed the geophysical findings and the construction program was adjusted to account for unexpected voids beneath the planned building. Terracon's ability to identify the karst features ahead of time saved our client design and construction delays. These geophysical findings enabled us to help our client to mitigate future major ground settlement that would have damaged their new building.

Terracon's State & Local Procedures

Terracon has been performing special inspections and construction materials testing in the Jacksonville, Florida area for nearly 32 years. During that time, our firm has earned a reputation of providing quality work and experienced inspectors to all types of projects.

We have spent many years concentrating on special inspections and materials testing that require knowledge of local agency codes, as well as soil and asphalt inspection. We are fully certified (field and laboratory) and we perform all tests in accordance with local and national standards. Our laboratory is regularly audited and approved by FDOT, AASHTO, AMRL, CCRL and the U.S. Army Corps of Engineers. We have long-standing relationships with many cities and counties (listed below) and we have successfully worked on many of their state- and federally-funded projects.

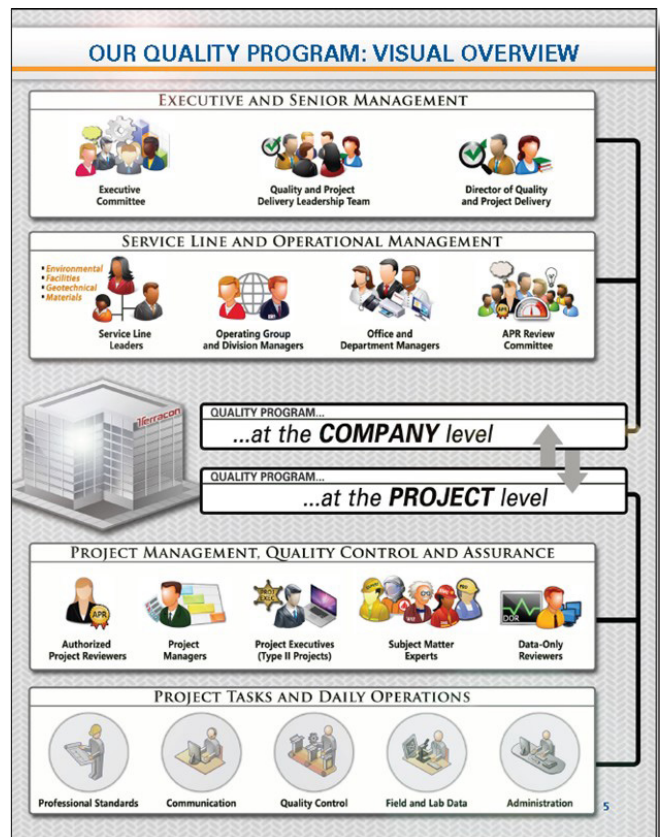
- Nassau, County
- Jacksonville, Florida
- Gainesville, Florida
- Lake City, Florida
- St. Augustine, Florida
- Duval County
- Baker County
- Clay County
- St. Johns County
- Putnam County



Our local staff is dedicated to understanding state and federal prevailing wage laws to implement payroll and reporting procedures. Our local staff is also supported by a government compliance team and a legal support department at our corporate office, which ensures our employees are paid according to the law, certified payroll is followed, notice is provided, internal audits are performed, and procedures are followed. These resource teams are led by Monica Curls, our government compliance manager, who has more than 20 years of experience handling governmental aspects of our contracts and is in close contact with our office. She deals with regulatory compliance, program management, budgets, and finance.

Terracon's laboratory department manager, Chris Martin, Sr. develops and manages our in-house quality assurance program that aligns with local agency guidelines. We have developed a comprehensive quality control procedure manual to ensure the quality of our construction observation, materials testing, and engineering services.

Terracon's Jacksonville, Florida laboratory is fully accredited by Florida Department of Transportation and AASHTO to perform testing on HMA, aggregates, and concrete according to AASHTO testing standards. The laboratory is staffed with certified technicians with more than 30 years of combined experience in materials testing. Our testing capabilities include: HMA testing per Superpave, Hveem, and Marshall mix design methods; R-value of soils and aggregate base; aggregate quality testing for gradation, sand equivalency, cleanness value and durability; and compressive strength of concrete, mortar, and grout.





Lowe's - Fernandina Beach, FL
Materials Testing Services
Terracon Consultants, Inc.

Image by Lowes via Google

4. Project Approach

Project Understanding and Methodology

Project Approach

UNDERSTANDING THE SCOPE

Terracon reviewed and thoroughly understands the Scope of Services that may be assigned under the Continuing Contract for Professional Geotechnical and Materials Testing Services contract. We expect the workload and type of geotechnical task orders will be a function of Nassau County's needs and may vary through the duration of the contract. Based on our staff's experience with similar contracts, we anticipate the projects will commonly consist of pavement condition surveys, miscellaneous roadway improvements including signals and turn lanes, municipal county buildings, and site preparation/compaction/stability studies. Furthermore, our staff is prepared to assist Nassau County with project management and design consulting for on-going construction projects.

All work will be performed in accordance with current industry standards, including the most recent edition of the Florida Department of Transportation's Soils and Foundation Handbook, FHWA Checklist and Guidelines for Review of Geotechnical Reports, current edition of the Florida Building Code, as well as other applicable directives. Laboratory testing is to be performed in accordance with the applicable Florida Method, AASHTO, or ASTM standard.

Terracon is committed to being responsive, ensuring our employees go home safe every day, delivering quality services, effectively communicating and coordinating with Nassau County, ensuring that disruption to the public is minimized, meeting budgets and schedules, and avoiding conflicts of interest.

GEOTECHNICAL PROJECT APPROACH

This is a Task Work Order driven contract. Once we receive a project assignment, Terracon will review the assignment and consult Nassau County as needed on the scope and geotechnical challenges. Upon agreement and understanding of project objectives, Terracon will provide a written description of the work effort, including estimate of field and laboratory testing effort, staff hour estimates, and schedule.

Compass



Once the Task Work Order is authorized, we will update our proprietary [GeoReport Compass Website](#) with relevant scope, schedule, and project data. [Compass](#) is an online web portal which will include a list of all active contract assignments and schedules, as well as an archive of all completed tasks and Final Reports for easy access by all team members. As the

project progresses, we will update [Compass](#) with a schedule of activities, an interactive map of boring locations, test data, and plan sheets as they are developed.

Terracon begins each task by utilizing our unique, formal Pre-Task Planning procedure. During our Pre-Task Planning, Terracon utilizes client involved kickoff meetings to address any anticipated risks or challenges of the specific tasks involved with the project, recognizing that each project is unique. The Pre-Task Planning begins with safety and further addresses scheduling, site access, utility notifications, MOT, project milestones, and report turnaround. Upon completion of each assignment, draft reports will be submitted for comment and discussion prior to submitting the final report. Copies of draft and final reports will be maintained on [Compass](#).

MATERIAL TESTING PROJECT APPROACH



To improve communication, efficiency and turnaround time of materials testing, we will utilize Terracon's state-of-the-art [Construction Materials Engineering and Laboratory Management System \(CMELMS\)](#). CMELMS was developed by Terracon software experts and material engineers to create a completely electronic program for every aspect of a materials testing project. This program allows us to establish lines of communication, create daily dispatch task orders for our technicians, track lab samples and results, submit sample results immediately when the tests are

performed, prevent calculation errors and re-writes, allow multiple levels of data and report reviews and distribute the sealed reports in real time to all parties. The system also helps create invoices based on time charged, established rates, and quantity of tests.

Project Approach

Once we have received the task order, we will incorporate it as a project into [CMELMS](#). At this time, we will establish the Terracon Project Manager and Approved Project Reviewer, then the Construction Engineering Inspection (CEI) firm field contact, project administrator, Nassau County project manager, and any other materials and construction staff involved with the project. This allows any of our staff working on the project to have instant access to the contact information for each project.

When Nassau County or the CEI firm requires materials testing, they will contact our 24-hour dispatch hotline to schedule. The [CMELMS](#) dispatch tool will ensure the selected technician is immediately available and qualified to perform the testing and will instantly inform the technician via email of the task. This gives Terracon the ability to plan accordingly, increasing our availability and responsiveness, and potentially reducing time spent on a task.

Terracon recently developed a proprietary program to for live test results in the field called [Device Magic](#). [Device Magic](#) is a mobile phone application that allows the technician to enter results in a standardized electronic form, capture GIS locations and photographs as well. The GIS locations will be overlaid onto the plans along with the location of the photographs in the final report. The data is transferred to [CMELMS](#) to be tracked and processed by the Terracon Project Manager.

[CMELMS](#) has a special laboratory management tool for concrete samples that can track any number of specimens and sets across multiple projects with any concrete break schedule required. Each day, the logged cylinders that are due for testing are included on the daily testing list. Terracon will review the cylinder list the day before and prioritize the Nassau County samples while ensuring the technician is available. Having all the cylinders on an accessible list with required strengths and other important information immediately available will reduce turnaround time. For earthworks and asphalt samples, [CMELMS](#) works similarly and will also allow us to plan accordingly, saving the same amount of time.

Once the sample testing is complete, our technicians will immediately log the data into [CMELMS](#) to ensure the calculations are correct and electronically mark it as 'finalized' for review by the Project Manager and APR. Both reviewers will have immediate access to the finalized report and will sign the report electronically. All CEI and Nassau County project members will then receive an email with the signed report immediately. This electronic system provides for multiple levels of review while removing the requirement for paperwork.

EMERGENCY APPROACH

For "Emergency" work (e.g. Sinkhole collapse), Terracon will provide a single call phone number that will be answered 24/7. Our direct number will connect to the on-call Terracon representative. Once the County contacts Terracon's representative and describes what the issue(s) and needs are, Terracon will begin mobilizing the appropriate personnel and equipment/tools to the site.

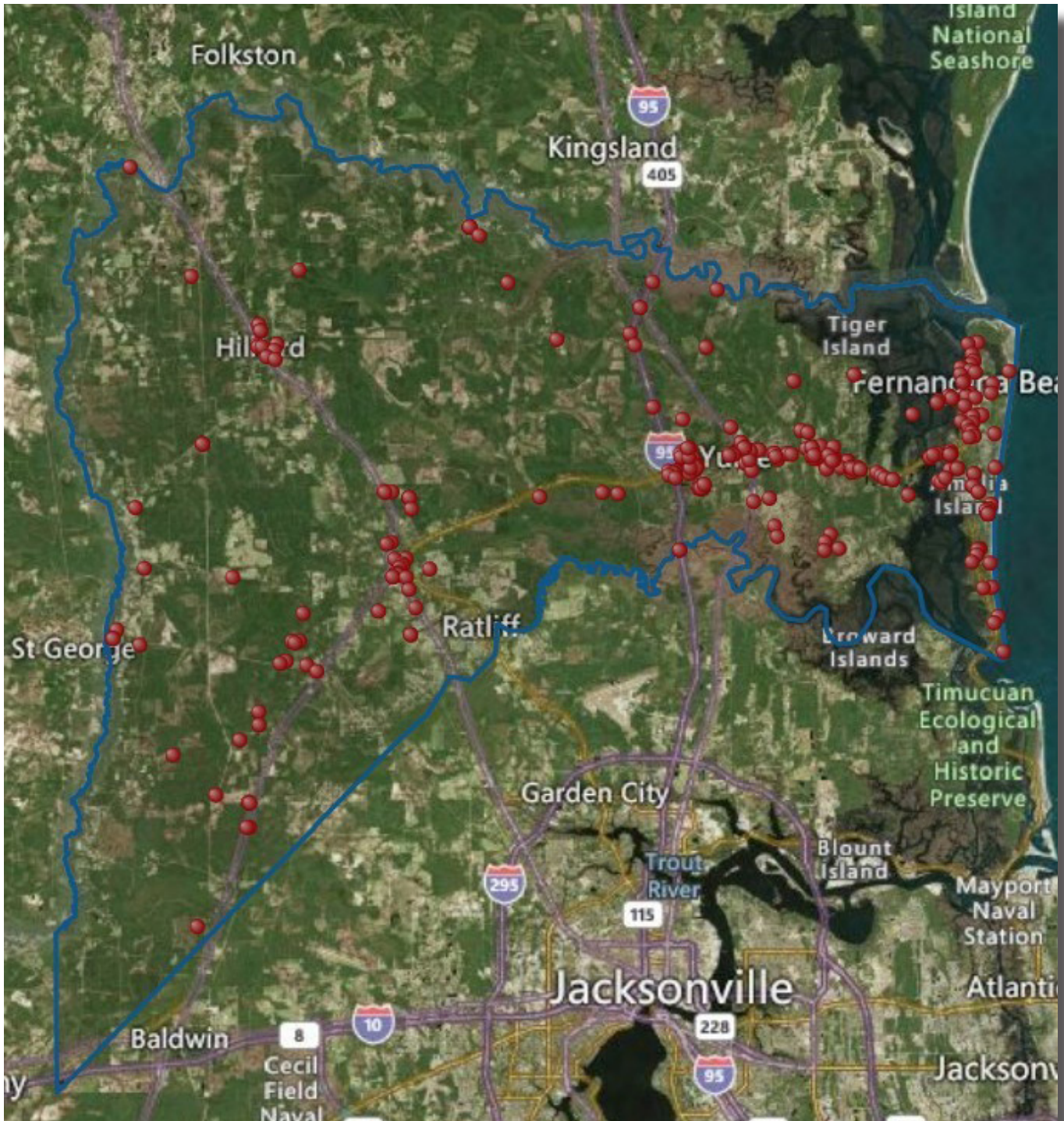
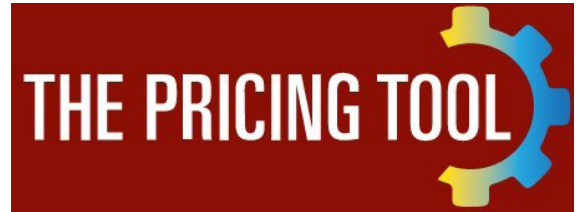
As a real life example our emergency response ability: The FDOT sent an email to all geotechnical/materials continuing contracts for help with a sinkhole at 1:34 p.m. on a Monday. A depression had formed in a busy state road connecting residents to I-75. Terracon responded within 6 minutes to assist with a CPT rig and crew on site within 3.5 hours of the FDOT's initial request. Then, Terracon prepared/coordinated an exploration package, emergency utility tickets, and provided the client with site coordination services.

In less than 5 hours, Terracon drillers pushed 3 cones to depths ranging from 56 to 66 feet (which included 2 hours of down time for lane closures). The FDOT's District Geotechnical Engineer worked with our crew during the investigation to determine if the roadway needed to be officially closed for safety reasons and repair. Then the last sounding was sent to our CADD Manager shortly after 10:00 p.m. and all logs were converted and provided to FDOT in less than 30 minutes. Finally, we responded the following day with additional rig support because of the FDOT's own equipment failures and we were able to provide support for the grouting operations as well.

Project Approach

PRICING TOOL

Prior to submitting a cost estimate for each project, Terracon utilizes our proprietary "Pricing Tool" to help create a budget. Pricing Tool is constantly updated with the most up-to-date rates for each contract and allows us to create a "real-time" fee estimate. Pricing Tool also uses a task-based system to calculate how much time each project will take to deliver and helps ensure that each project is delivered on-budget.





ALDI - Yulee, FL
Materials Testing Services
Terracon Consultants, Inc.

Image by ALDI via Google

5. References

References

Amelia Island Parkway

Nassau County, Florida

The project consisted of a geotechnical investigation to obtain information about the subsurface conditions along the project alignment and provided geotechnical engineering recommendations for design and construction of the proposed trail.

CLIENT:

STV, Inc.
5200 Belfort Pkwy #400
Jacksonville, FL 32256

CONTACT:

Keith Jackson
(904) 265-7724
keith.jackson@stvinc.com

SERVICES:

Geotechnical

FEE:

\$23,000

DATE:

2020-2022



Image by Google

Clay County Animal Shelter

Clay County, Florida

The project consisted of a geotechnical investigation to obtain information about the subsurface conditions along the project alignment and provided geotechnical engineering recommendations for design and construction of the proposed animal shelter.

CLIENT:

MLM- Martin Architects, Inc.
668 Orlando Avenue #107
Maitland, Florida 32751

CONTACT:

Brenda Nalley
(407) 897-6764
bnalley@mlm-martin.com

SERVICES:

Geotechnical

FEE:

\$13,000

DATE:

6/2022-8/2022



Image by Clay County via Google

References

Clay County Fire Station No. 24

Clay County, Florida

The project consisted of a geotechnical investigation to obtain information about the subsurface conditions along the project alignment and provided geotechnical engineering recommendations for design and construction of the proposed Fire Station.

CLIENT:

Dasher Hurst Architects
1022 Park Street #208
Jacksonville, Florida 32204

CONTACT:

Tom Hurst
(904) 425-1189
Thurst@dasherhurst.com

SERVICES:

Geotechnical

FEE:

\$12,500

DATE:

11/2022-Current



Image by Clay County via Google

FDOT District Wide Material Testing

District 2, Florida

The past four and three current continuing contracts includes laboratory testing, asphalt plant inspections and deep foundation services for the FDOT in Northeast Florida. Testing includes proctors, LBRs, sieve analysis, organics, corrosives, Atterberg limits, concrete compressive strength and specialty soils testing for the laboratory. Deep foundations services include pile dynamic analysis (PDA), cross-hole section logging and pile integrity testing.

CLIENT:

Florida Department of Transportation
1109 S Marion Ave
Lake City, Florida 32025

CONTACT:

Sally Morgan
(386) 961-7764
sally.morgan@dot.state.fl.us

SERVICES:

Materials

FEE:

\$11,500,000

DATE:

8/2022-Current



Image by maps via Google

References

New River Regional Landfill

Union County, Florida

The two projects included the closure of several completed cells and the expansion of a new landfill cell for the municipal landfill. Testing included field nuclear density test, gradations for rock and soils, permeability testing, soil contamination tests, concrete and asphalt testing.

CLIENT:

New River Solid waste Association
NE 157th Street
Raiford, Florida 32083

CONTACT:

Parry Kent
(386) 431-1000
pkent@nrswa.org

SERVICES:

Materials

FEE:

\$58,000

DATE:

2019-2021



Image by New River via Google

Police Station and EOC Facility

Duval County, Florida

The project included the construction of a two-story police facility consisting of CMU walls, driven pile foundations, asphalt and concrete paving, stormwater structures, utilities, and steel joists. Testing included proctors, LBRs, sieves analysis, pile driving analysis (PDA), gradations, field densities, concrete testing, asphalt testing, welding inspections, reinforcing steel inspections, masonry inspections and grout testing.

CLIENT:

The Clement Group
923 South Perry Street
Montgomery, Alabama 36104

CONTACT:

Frank Spirato
(904) 253-0958
frank.spirato@construction-mail.com

SERVICES:

Materials

FEE:

\$133,500

DATE:

2021-1/2023



Image by Clay County via Google



Image by Publix via Google

Publix Canopy- Yulee, FL
Materials Testing Services
Terracon Consultants, Inc.

6. Current Workload

Current Workload

NAME	PRIME OR SUB?	COMPLETION
CSX Nahunta Connection- Nahunta, GA	Subconsultant	4/2023
Radiant (Santa Fe Power Plant)	Subconsultant	7/2023
State Fishery Building- Welaka, FL	Subconsultant	9/2023
IKEA Jacksonville Canopy	Prime	3/2023
Love's Travel Stop - Brunswick, GA	Subconsultant	3/2023
Chick-fil-A, Butler Point	Prime	3/2023
Whataburger, Southside Blvd	Prime	5/2023
FEMA Berms Indian Pass	Subconsultant	7/2023
Mr. Clean Car Wash- Orange Park, FL	Subconsultant	6/2023
Chick-fil-A - Gainesville, FL	Prime	5/2023
Four Seasons Hotel and Corporate Headquarters (Shipyards)	Prime	5/2026
Target - Jacksonville, FL	Prime	5/2023
Whataburger- Jacksonville, FL	Prime	5/2023
Whaterburger- St. Augustine, FL	Prime	5/2023
FDOT CAA19- SR312 from SR207	Prime	7/2023
One Riverside Apartments, Threshold	Prime	5/2024
One Riverside Apartments, Material Testing	Prime	5/2024
Walmart	Subconsultant	3/2023
FP&L Hayfield Substation	Subconsultant	8/2023
Wellington Way Apartment	Subconsultant	8/2023
Duke, Ft. White to Perry	Subconsultant	4/2023
FDOT CAA19- SR200 from Stratton Road	Prime	9/2023
SR312 Extension from SR207 to SR16	Subconsultant	12/2024
Flagler College Dormitory Evaluation	Subconsultant	4/2023
Loves Travel Stop- Jacksonville, FL	Subconsultant	3/2023
HCA Middleburg FSER	Subconsultant	3/2023
FDOT CAA19- SR5 at Oyster Creek Bridge	Prime	11/2023
WM SUP 1090-245- Jacksonville, FL	Prime	4/2023
Jacksonville Jaguars New Training Center	Prime	5/2023
FDOT CAA19- SR134 from I-295 to SR21	Prime	8/2023
FDOT CAA19- SR A1A	Prime	11/2023
NAS JAX, Training Building	Subconsultant	5/2023
FDOT CAA19- SR103 from SR208 to SR228	Prime	9/2023
Amelia Island Pkwy	Subconsultant	3/2023
Police Station & EOC Facility- Blount Island, FL	Subconsultant	3/2023
Targeting and Surveillance Facility	Subconsultant	3/2023
Kings Bay Dry Dock	Subconsultant	5/2024
WestRock - Fernandina Beach, FL	Subconsultant	4/2023
Eagle LNG Plant	Subconsultant	7/2023
Kinlaw Tie	Subconsultant	6/2023
Laboratory Testing Services	Subconsultant	9/2023
Newberry- Trenton, FL	Subconsultant	5/2023

Current Workload

NAME	PRIME OR SUB?	COMPLETION
Chick-fil-A - Oakleaf Town Center, FL	Prime	3/2023
Brosn Solar Transmission Line	Subconsultant	4/2023
GE Unison Nitrogen Tank	Subconsultant	2/2023
Episcopal High School Pile Load Testing	Subconsultant	2/2023
PDA- CR18 from SR100 to SE 36th Ave	Subconsultant	5/2023
Margaritaville Riverwalk & Marina- Melbourne, FL	Subconsultant	5/2023
Bickley Substation	Prime	4/2023
Normans Food Store- Jacksonville, FL	Subconsultant	5/2023
High Hat	Subconsultant	6/2023
Target Canopy Project	Prime	7/2023
Home Depot- Gainesville, FL	Prime	11/2023
Home Depot- Fleming Island, FL	Prime	4/2023
Home Depot- Yulee, FL	Prime	6/2023
Dome HSE- Yulee, FL	Subconsultant	6/2023
SR5 RRR Design with STV	Subconsultant	10/2023
Phillips Forest, Solar	Subconsultant	3/2023
Sundance Solar Power Project	Subconsultant	3/2023
Proposed 250-Foot Self-Support Tower	Subconsultant	3/2023
SR25 from I-75 to CR 252 RRR	Subconsultant	2/2023
SE Toyota- Blount Island, FL	Subconsultant	3/2023
North Wetland Mitigation- Kings Bay, GA	Subconsultant	8/2023
Canaveral Port Authority	Subconsultant	6/2023
USACE 2022 Oregon Inlet NC	Subconsultant	7/2023
Middleburg East Self Storage	Subconsultant	8/2023
Woodbine Job	Subconsultant	5/2023





Rayonier Headquarters- Yulee, FL
Geotechnical Services
Terracon Consultants, Inc.

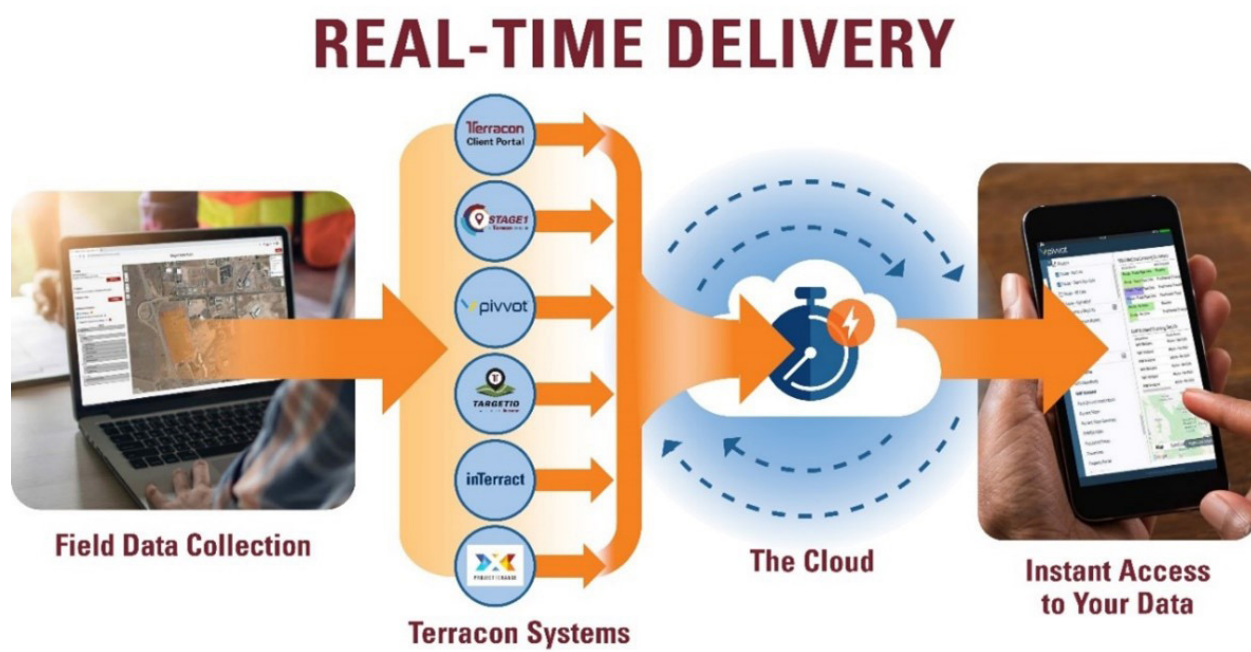
Image by Rayonier via Google

7. Technology

Technology

Having the ability to know what is happening on your project site in real-time means you and your project team are always well-informed. Through portals and platforms, information is displayed on a visually intuitive and interactive dashboard, allowing project stakeholders to view data almost instantaneously. This insight into the project throughout each day makes it easier than ever before to resolve issues on the spot instead of having to wait for the report to be delivered at the end of the project or after the field team has left the site. With data at your fingertips, real-time delivery gives you access to information from anywhere to make decisions faster, ultimately saving you time and money.

Real-time delivery keeps your data alive. We can send and receive data through mobile devices and sensors embedded in everyday objects. These platforms take information from what used to be a verbal conversation and a field report sent days after the data was collected, to immediate access to key information including test status, progress, and outcomes from anywhere and at any time.



We have worked to seamlessly integrate real-time delivery into our systems and platforms to help streamline your projects. When information is integrated into a Terracon internal system, the information populates throughout each system and maximizes the power and accessibility of your data for smart, timely decision-making. We customize your client portal based on your priorities, risk management needs, and project scope of work. Before your portal is activated, we assemble a client kick-off meeting to engage with your team and conduct training on how they can use the portal to access and filter data, retrieve, or share reports and other information, and collaborate with our team in real-time. We provide access to whoever needs to retrieve the data and in the different formats needed.

Real-time delivery also enhances project quality control and efficiency. Our innovative and proprietary tools give you the ability to see if an area is or is not ready for construction and expose any outstanding deviations. Real-time delivery uses data to help decrease the number of design changes needed and enable more of a collaborative, decision-making approach so you make informed decisions earlier in the site development process, which leads to significant savings over the project's lifespan.

Technology

STREAMLINING SITE SELECTION

Stage1: What we know can help you make faster, more informed, site selection, preliminary design, and budget decisions.

HOW DOES REMOTE SITE INVESTIGATION WORK?

- Combines more than 55 years of Terracon's historical site data, 760+ environmental and geotechnical publicly available data sources, and the local experience from more than 450 geotechnical professionals located in more than 175 offices, allowing us to anticipate conditions.
- Draws upon our more than 10,000 Phase 1 Environmental Site Investigations completed each year and expertise operating the largest exploration fleet in the country.
- Begins your site research using our Client Portal before you even order a Stage1. When you're ready, simply select the services you need, and our team will activate your project the same day.
- Creates an interactive, map-based, easy-to-read report delivered by your dedicated client service manager, giving you a Smart Work Plan to quickly advance into project planning and preliminary designs and budgets.



We're streamlining site selection into three key areas:



*Includes cultural resources and historic places, wetlands and waters of the U.S., and protected species.

WHY TERRACON'S STAGE1 SERVICE?

- Fast and affordable site considerations without requiring physical access to the site.
- Our innovative Client Portal unlocks powerful, site-specific data and anticipated subsurface conditions.
- Allows you to easily compare multiple sites.
- Establishes a partnership with your local Terracon professional, moving seamlessly into traditional due diligence and geotechnical exploration.
- Provides you a greater understanding of potential issues and ability to move forward with confidence in a team that knows how to interpret potential obstacles and overcome them.

GEOREPORT/COMPASS



Compass is Terracon's latest client interfacing tool and elevates the way we do business. Within Terracon Compass, you can access your projects and their associated data, including environmental and geotechnical projects. When you open a materials project within Compass, you will see your materials tests and observations placed on a map. This geographic

reference allows you to find your information by the "where", rather than the "when." Other features of Compass include:

- Filters for Date Performed, Service Type and Test Result Status
- Deviation or Non-Conformance Summary: Image overlays to reference multiple plan pages to your test results
- Map layer options: Test results are inserted into Compass as soon as the report has been reviewed and distributed. It becomes easier than ever to view and close deviations with an option to display within a map while also showing them in a table format.

Technology

WHAT IS SEAMLESS CONSTRUCTED DELIVERY?

Seamless Constructed Delivery is how we perform our construction materials testing and inspection services every day. We continuously apply new processes, methodologies, and techniques to solve project challenges and meet your needs. Guided by our employee owners' experience and technical capabilities, we have spent decades adapting our project delivery process, as such, Seamless Constructed Delivery, into four main components: Responsiveness, Performance, Quality, and Delivery.



RESPONSIVENESS

Before the Project

Communication

Communication is essential to successful project delivery. Our communication and coordination begin the moment we learn about the project and continues through project delivery. Expectations are established so we can anticipate needs and quickly respond, especially during critical junctures and milestones in the construction schedule.

At the proposal and project setup phase, our professionals explore the needs of a project so that all parties concur on:

- budgets,
- scope of work,
- scheduling needs,
- safety requirements,
- communication channels and frequency, and
- understanding of challenges.

By gaining a deep understanding of these items, we can anticipate the needs of the project team and proactively develop solutions which will help keep your project moving forward.

Budgeting

Developed by Terracon professionals, our Pricing enables our project managers, estimators, and subject matter experts to work together on delivering consistent pricing, improving manpower forecasting, and drive on-time project delivery of our deliverables. The pricing tool is pre-loaded with all rates and laboratory costs, allowing our project managers to develop an accurate budget via a simple schedule and quantities.

During the Project

Project Initiation

The very first and most important task is to have a kick-off meeting with all critical staff and you. At this meeting, all staff will be informed of safety concerns and mitigations, scope, schedule, available budget, and communication protocols. Safety discussions do not stop at the kick-off meeting. They continue daily through our pre-task planning discussions. Our Incident and Injury-Free™¹ (IIF™) safety culture is strong and woven into all tasks we conduct inside the office, our laboratories, and on jobsites. Safety awareness and injury prevention helps keep everyone safe.

Technology

Behind the scenes, our project managers have setup the project in our proprietary project management and delivery system. Project specifications, manpower needs, budgets, and report distribution lists are setup and ready to start dispatching our field personnel to the project site with all the appropriate information and data collection reports.



Dispatching

Terracon has a robust system that only allows certified field staff to be dispatched to your jobsite for the days' testing needs. When our dispatchers or project managers receive a call from a contractor or client, the system can automatically ensure that we are appropriately assigning certified personnel for the work to be performed. The inspector will receive a calendar invite with all the appropriate information needed to perform the task.

Subconsultant Utilization

Our priority is to build the best team internally and externally to deliver a successful project. A successful project also incorporates experienced and effective leadership. Our goal is to create a collaborative team to deliver a successful project, while leaving a positive and lasting impact on our communities and partners.

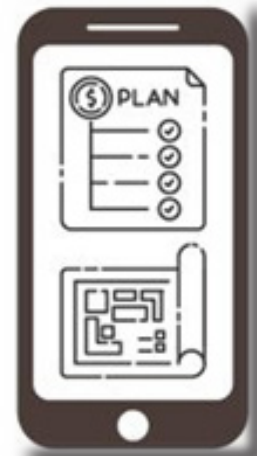
Occasionally there are times we may need to partner with outside subconsultants to meet specific project requirements. We hold our subcontractors to the same standards that we hold ourselves including safety and quality. In addition, we have an exceptional record of meeting and exceeding diverse business supplier goals on a wide variety of project sizes. We take great pride in our efforts to promote diverse business participation whenever possible. We partner with small, minority, and/or woman-owned business team members whom we know and trust.



PERFORMANCE

The day begins with our technicians and inspectors reviewing the weather forecast and confirming with several project team contacts that the day's activities are on schedule, which greatly helps to reduce unnecessary trips to project sites. Once staff members have verified all planned activities, vehicles are loaded and ready to proceed safely. Upon arriving on-site, our technicians carefully review slated activities and traffic patterns to identify safe places to park and verify that our pre-task planning remains current. When safely parked, we notify your site representative that we are on site and ready to perform our work.

Our technicians utilize the latest technology in performing their work. We utilize one of our applications on our mobile devices to collect data from our day's activities. These enhanced and robust applications allow us to collect and enter our test and inspection data throughout the day and submit the information digitally. Beyond simplifying the data collection process, the apps offer more advantages. Our applications are tied to our phone's GPS, which references the plan set in our systems. This means our technicians can see where they are standing on the plans when on site. By utilizing our mobile device's GPS, we eliminate misplaced tests in the field and geolocate all testing and inspection data within our deliverables. This geographic information greatly enhances methods for us to deliver data to you.



Technology

Our seamless data collection apps offer the following advantages:

- Form-based data collection – no missing information or lost papers
- Safe-Right procedures embedded in the forms
- Geographic information embedded in the report
- Pictures taken on-site are automatically tied to the report
- Dramatically reduced report turn-around times as complete reports can be submitted in the field
- Technicians always know where they are on the plan – no misplaced tests
- Test standards embedded in the forms
- Site maps embedded in the forms



Technology is an excellent tool; however, our tools are only as good as those using them, and none so vital as our technicians' communication in the field. Our field personnel know the importance of reporting deviations and failed tests as quickly as possible to limit the amount of non-conforming material being placed. We also make it a point to coordinate with site leaders before leaving the job site for the day. In this way, we do not miss unplanned site operations that may need attention. You can count on our field personnel to be proactive in their communications with you.



QUALITY

Quality Leadership and Training

We engage and collaborate with a cross-functional matrix of management roles at the executive, senior, and operations levels as well as with service line leaders to spearhead certain aspects of our quality program. This structure provides specific quality leadership and processes to address the unique challenges of each service we provide.

Quality oversight includes the selection, vetting, approval, and ongoing evaluation of qualified Authorized Project Reviewers (APRs) who have the responsibility to oversee quality for every project. We regularly evaluate our quality program components at the company and office levels through committees staffed by both executive-level managers and service line leaders to balance operational perspectives with specific service line considerations. Each committee reviews representative project work samples associated with each individual project reviewer to assess the reviewer's effectiveness.

Through training, evaluation, and external certifications and licensing, our staff demonstrates they are qualified and experienced to perform assigned tasks in a manner consistent with applicable standards, regulations, policies, and procedures.

Role of the APRs and SMEs

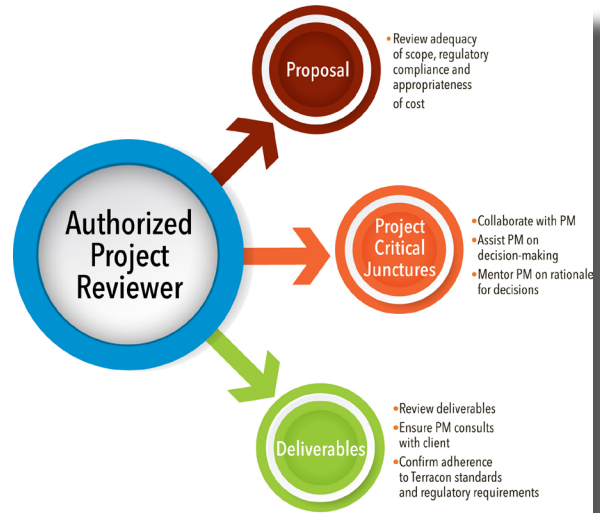
Project managers and APRs, together with the necessary project management and technical expertise, collaborate to achieve quality objectives at critical project junctures. Depending on size and complexity, some projects may be subject to additional oversight and expert review.

Technology

Without exception, every project is assigned an APR who collaborates with the project manager on quality and technical objectives for the duration of the project. The APR is engaged at the proposal stage and remains on the project through execution and closeout.

The APR plays a leading role in our quality program, highlighted by the following four primary areas of project responsibility:

- **Quality Oversight:** The APR reviews the proposal and is involved at the kick-off meeting, and at major milestones, stages, and critical junctures providing direction and insight to guide the project to its successful completion.
- **Coaching:** The APR coaches and advises the project manager on various aspects of the project emphasizing quality, risk, on-time delivery, budget, scope of work, and other client expectations.
- **Risk Management:** The APR guides the project team to properly assess project-specific risk.
- **Safety Awareness:** The APR raises awareness at the project level by communicating with the team to focus attention on their own personal safety and on the safety of all project team members.



It is true that every once in a while, the technical needs of an aspect of a project can exceed the skills of our Project Manager. When this situation arises, Terracon has pre-identified and organized into categories our subject matter experts (SME). These SME's are available at a moment's notice to assist in resolving any project issue or challenge

Technical Training



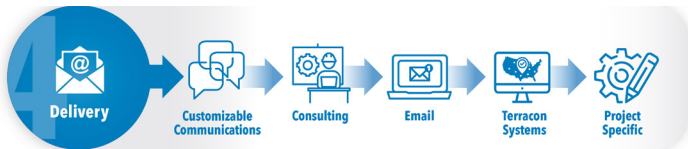
Having industry-specific training is critical to providing quality services on our projects. Our field personnel include professional engineers and geologists, engineering technicians and construction inspectors who hold certifications with national agencies such as the American Concrete Institute (ACI), International Code Council (ICC), National Institute for

Certification in Engineering Technologies (NICET), American Welding Society (AWS), Post-Tensioning Institute (PTI), Occupational Safety & Health Administration (OSHA) as well as many state-specific certifications and site-specific training requirements.

In addition to external training, Terracon encourages, supports, and provides training and continuing education for all our employees. Terracon University is an internal training and education resource providing many relevant areas of study and formats for learning including live virtual sessions to recorded video training. We offer courses in safety, engineering, project delivery, industry applications, client development and marketing, as well as personal and professional development. We can track each employee's learning path as well as ensure, if job related certificates and licenses are required, they receive information about renewals in a timely manner.

Training is not just limited to technicians and inspectors though. Training is also required for our project managers. Each project manager at Terracon is required to pass a rigorous five-part training course before managing a single project. Training courses focus on budget management and projections, schedule management and proactive communications. A Terracon project manager always knows where he or she stands within the budget and the percent completion of the project. We will proactively share this information with you on a regular basis based on your preferences.

Technology



DELIVERY

On-time project and data delivery is an essential goal of Terracon's, and what we strive for on every project we undertake. Our Seamless Constructed Delivery system results from that goal and so much more. To better serve you, Terracon has developed multiple methods to get you the information you need in a timely manner. Our delivery and data systems can be combined to deliver the experience and knowledge you need to make your project successful.

Deviation Log

The deviation log is a list of non-conforming items noted by our field or laboratory personnel during an observation or test. The purpose of the log is to document the decisions made and actions taken by the contractor to address non-compliant structural components.

Our employee owners strive to help the project team identify potential deviations before they happen. If an item can be quickly addressed by the contractor, the need to add an item to the log may not be necessary. Our field personnel will communicate any discrepancies found at the time of inspection. Timely communication is key during this process.

Our proprietary project delivery system can report and track non-conforming items the same day. Items placed on the deviation log will remain open until an official resolution is agreed upon by all parties. We understand the importance of tracking and communicating these items as soon as possible so your projects can continue to move forward with minimal delay, saving you time and money.

Consulting

Although we have developed many methods for you to receive and review your information, none of these technologies and tools are as important as simply having a conversation about your test result or report. All information in the world written in a report does little good if you don't know what it means or how to utilize it, which is why we call first whenever there may be concern about a report's contents. At Terracon, we don't just report it and forget it. We strive to be your partner working together through the entire process—planning and solutions.

Email

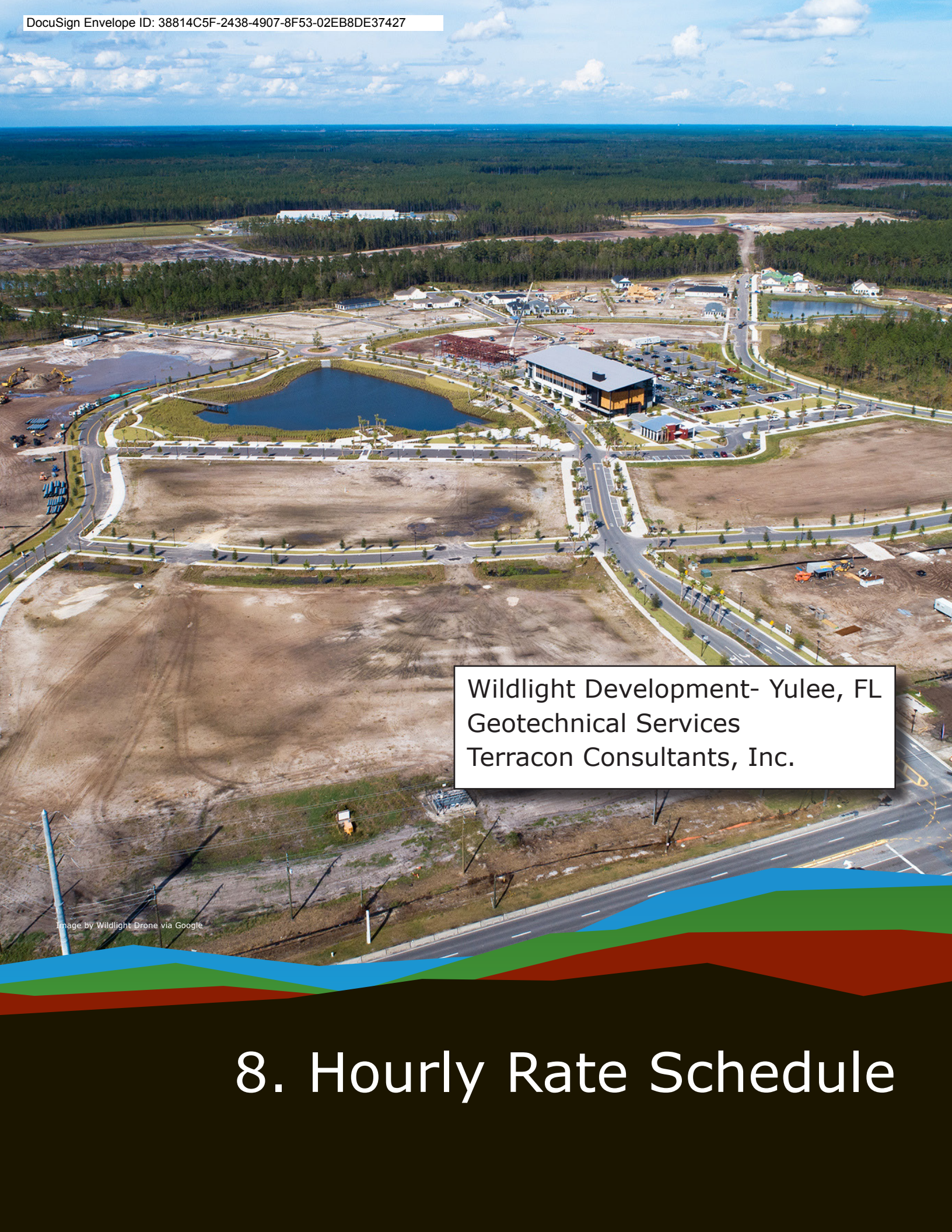
Our automated quality system automatically submits reports to the email address of your choosing as soon as our Project Manager or Approved Project Reviewer (APR) completes their review. We know how important it is for you to have timely report availability notifications, and to have reports "in hand" as soon as possible.

TARGETID

TARGETID is our premier materials testing data delivery service. With actual CAD drawings inserted into our GIS system, you will be able to interact with your information in a way like never before.

With real-time capabilities, you see the moment the test or inspection has begun in the field, meaning that you will always have the most up-to-date information. TARGETID also offers almost unlimited flexibility with items to map, statistical tools to keep on your dashboard, and filtering by elevations in high rises and large cuts and fills. The flexibility and intuitive capabilities of TARGETID are ideal for "big data" projects and will most assuredly make your construction manager's life much simpler.





Wildlight Development- Yulee, FL
Geotechnical Services
Terracon Consultants, Inc.

Image by Wildlight Drone via Google

8. Hourly Rate Schedule

Hourly Rate Schedule

Terracon understands price cannot and will not be a determining factor in the selection of the firm. Terracon will submit a hourly rate schedule if/when requested by Nassau County.



UF Health Lift Station- Yulee, FL
Geotechnical Services
Terracon Consultants, Inc.

Image by UF Health via Google

9. Attachments

Administrative Information



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 NC23-016
Continuing Contract for Professional Geotechnical and Material Testing Services
DATE: January 27, 2023

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

Question and Answer:

1. There is no Attachment D included in the Bid Packet. Is that something that will be added as an Addendum, or should we plan to not include it? Thank you.

Answer: See the attached Revised Table of Contents and Attachments.

2. In regard to Tab 6- Current Workload: Do you want to see all the projects we are working on in Nassau County or all the projects our office is working on as a whole? Is there a specific way you would like it shown or presented?

Answer: We would like to see total current workload to verify capacity to accommodate work as assigned if selected.

3. Regarding tab 5- References: Would you like the reference to be displayed on the form number 5. Work experience or is this form different?

Answer: Tab 5 and Attachment "G", per the attached Revised Attachments, are separate and both should be completed and submitted.

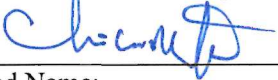
Clarification:

The Table of Contents included the Statement of No Bid as Attachment "B", this was removed, and the Attachments were re-lettered to match the Table of Contents. Please use the Revised Attachments below for submission.

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

Attachment: Revised Table of Contents and Attachments

ATTACHMENT "A"
ADDENDA ACKNOWLEDGMENT

<p>Acknowledgment is hereby made of receipt of addenda issued during the solicitation period.</p> <p>SOLICITATION NUMBER: NC22-016-RFQ</p>	<p>Addendum # <u>1</u> through # <u>1</u></p> <p>Date: <u>11/27/23</u></p>
<p>Signature of Person Completing:</p> 	
<p>Printed Name:</p> <p>Christopher L. McIntyre</p>	<p>Title:</p> <p>Senior Principal, Office Manager</p>

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

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

TO BE RETURNED WITH BID

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

1. This sworn statement is submitted with Bid, Proposal or Contract for Nassau County
Board of County Commissioners.
2. This sworn statement is submitted by Terracon Consultants, Inc. (entity submitting sworn statement), whose business address is 8001 Baymeadows Way, Suite 1
Jacksonville, FL 32256 and its Federal Employee Identification Number (FEIN) is 42-1249917. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)
3. My name is Christopher L. McIntyre (please print name of individual signing), and my relationship to the entity named above is employee.
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.)

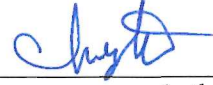
ATTACHMENT "C"
DRUG FREE WORKPLACE CERTIFICATE

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

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

[Remainder of the page intentionally blank.]

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



Authorized Signature

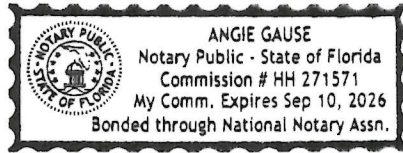
January 26, 2023

Date Signed

State of: Florida

County of: Duval

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 26th day of January, 2023 by Chris McIntyre who is personally known to me or produced _____ as identification.



Notary Public

My commission expires: Sep 10, 2026



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

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

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

JOHN A. CRAWFORD
Ex-Officio Clerk

DENISE MAY
County Attorney

TACO E. POPE, AICP
County Manager

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

Project Name: Continuing Contract for Professional Geotechnical and Material Testing Services

Bid No./Contract No.: NC23-016

DEFINITIONS:

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

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

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

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

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

(904) 530-6100

An Affirmative Action / Equal Opportunity Employer

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

CONTRACT TERMINATION:

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

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

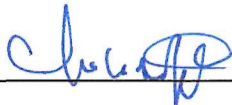
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EXHIBIT "A"
CONTRACTOR E-VERIFY AFFIDAVIT

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


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

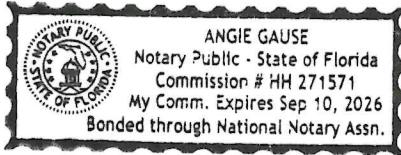
A true and correct copy of Terracon Consultants, Inc. (Contractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.


Print Name: Christopher L. McIntyre, P.E.
Date: January 26, 2023

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this Jan 26, 2023 (Date) by Chris McIntyre (Name of Officer or Agent, Title of Officer or Agent) of Terracon Consultants (Name of Contractor Company Acknowledging), a Florida (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced _____ as identification.


Notary Public
Angie Gause
Printed Name



My Commission Expires: Sep 10, 2026

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

ENVIRONMENTAL COMPLIANCE

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

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

EXHIBIT "B"

SUBCONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Meskel & Associates Engineering, PLLC (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 Meskel & Associates Engineering, PLLC (Subcontractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.

[Handwritten Signature]

Print Name: P. Rodney Mank, P.E.

Date: February 10, 2023

STATE OF FLORIDA

COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 2/10/2023 (Date) by P. Rodney Mank, P.E. (Name of Officer or Agent, Title of Officer or Agent) of Meskel & Associates Engineering, PLLC (Name of Contractor Company Acknowledging), a Florida (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced _____ as identification.

[Handwritten Signature]

Notary Public

James Oehmann

Printed Name



JAMES OEHMANN
Commission # HH 161067
Expires December 2, 2025
Bonded Thru Budget Notary Services

My Commission Expires: December 2, 2025

 An official website of the United States government
[Here's how you know](#)



Menu 

My Company Account

My Company Profile

Company Information

Company Name

Meskel & Associates Engineering, PLLC

Doing Business As (DBA) Name

Company ID

419943

Enrollment Date

Jun 04, 2011

Employer Identification Number (EIN)

262014749

Unique Entity Identifier (UEI)

DUNS Number

017339204

Total Number of Employees

20 to 99

NAICS Code

541

Sector

Professional, Scientific, and Technical Services

Subsector

Professional, Scientific, and Technical Services

[Edit Company Information](#)

Employer Category

Employer Category

None of these categories apply

[Edit Employer Category](#)

Company Addresses

Physical Address

3728 Philips Hwy
Suite 208
Jacksonville, FL 32207

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

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

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

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

Webert Lovencin

Print Name: Webert Lovencin

Date: 2/9/2023

STATE OF FLORIDA

COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 2/9/2023 (Date) by Toshika Johnson (Name of Officer or Agent, Title of Officer or Agent) of NicNeval Engineering Services, Inc. (Name of Contractor Company Acknowledging), a Jacksonville, FL (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced _____ as identification.

Toshika Johnson
Notary Public

Toshika Johnson
Printed Name

My Commission Expires: 6/23/2026



TOSHIKA JOHNSON
Notary Public
State of Florida
Comm# HH279725
Expires 6/23/2026



Company ID Number: 1579185

Approved by:

Employer NicNevol Engineering Services	
Name (Please Type or Print) Bensa R Nukunya	Title
Signature Electronically Signed	Date 08/20/2020
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 08/21/2020

EXHIBIT "B"

SUBCONTRACTOR E-VERIFY AFFIDAVIT

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

J. Keith Jackson

Print Name: J. Keith Jackson

Date: 2/3/2023

STATE OF FLORIDA

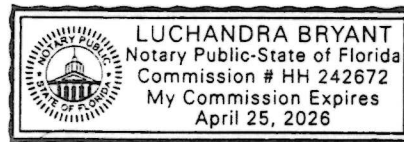
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 2/3/2023 (Date) by J. Keith Jackson (Name of Officer or Agent, Title of Officer or Agent) of STV Incorporated (Name of Contractor Company Acknowledging), a New York (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced _____ as identification.

Luchandra Bryant
Notary Public

Luchandra Bryant
Printed Name

My Commission Expires: 4/25/2026





Welcome
Jessica Kozak

User ID
JKOZ1196

Last Login
08:44 AM - 06/27/2012

Log Out

Click any for help

- Home
- My Cases
- New Case
- View Cases
- Search Cases
- My Profile
- Edit Profile
- Change Password
- Change Security Questions
- My Company
- Edit Company Profile
- Add New User
- View Existing Users
- Close Company Account
- My Reports
- View Reports
- My Resources
- View Essential Resources
- Take Tutorial
- View User Manual
- Contact Us

Company Information

Company Name: STV GROUP INC.

[View / Edit](#)

Company ID Number: 106871

Doing Business As (DBA) Name:

DUNS Number:

Physical Location:

Address 1: 205 W WELSH DRIVE
 Address 2:
 City: DOUGLASSVILLE
 State: PA
 Zip Code: 19518
 County: BERKS

Mailing Address:

Address 1:
 Address 2:
 City:
 State:
 Zip Code:

Additional Information:

Employer Identification Number: 231698231
 Total Number of Employees: 1,000 to 2,499
 Parent Organization: STV GROUP INC.
 Administrator:

Organization Designation:

Employer Category: Federal Contractor with FAR E-Verify Clause
 Federal Contractor Category: None of these categories apply
 Employees being verified: Entire workforce (all new hires and all existing employees throughout the entire company)

NAICS Code: 541 - PROFESSIONAL, SCIENTIFIC, AND TECHNICAL SERVICES

[View / Edit](#)

Total Hiring Sites: 31

[View / Edit](#)

Total Points of Contact: 2

[View / Edit](#)

[View MOU](#)

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

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

FEDERAL NON-DISCRIMINATION PROVISIONS

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

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

ATTACHMENT "F"
GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS

COMMERCIAL GENERAL LIABILITY INSURANCE

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

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

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

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

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

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

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

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

Part Two – Employer's Liability Insurance

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

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

AUTOMOBILE LIABILITY INSURANCE

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

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

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

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

PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT "G" FEDERAL PROVISIONS

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

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

shall read as follows:

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

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

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

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

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

the contract.

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

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

**ATTACHMENT "H"
EXPERIENCE OF RESPONDENT**

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

1. **FIRM NAME:** Terracon Consultants, Inc.
 Address: 8001 Baymeadows Way, Suite 1
 City/State/Zip: Jacksonville, FL 32256
 Phone: (904) 900-6494 Email: chris.mcintyre@terracon.com
 Name of primary contact responsible for work performance: Christopher L. McIntyre
 Phone: (904) 549-7366 Cell Phone: (571) 488-5841
 Email: chris.mcintyre@terracon.com
2. **INSURANCE:**
 Surety Company: Fidelity and Deposit Company of Maryland
 Agent Company: Lockton Companies, Inc.
 Agent Contact: Donald Rowden and Debbie Scarborough
 Total Bonding Capacity: \$ 15,000,000 Value of Work Presently Bonded: \$ 3,000,000
3. **EXPERIENCE:**
 Years in business: 58 years
 Years in business under this name: Since 1980
 Years performing this type of work: 58 years
 Value of work now under contract: 11,000,000
 Value of work in place last year: 12,000,000 office wide and 1,000,000,000 nation wide
 Percentage (%) of work usually self-performed: 70%
 Name of subvendors you may use: ACME Barricades, Bob's Barricades, Inc., GeoView, 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:
- | | | |
|-----------------------|------------------------|---------------|
| Management | <u>127</u> Full time | ___ Part time |
| Site/Crew Supervisors | <u>900</u> Full time | ___ Part time |
| Workers/Laborers | <u>1774</u> Full time | ___ Part time |
| Clerical | <u>883</u> Full time | ___ Part time |
| Other | <u>1,736</u> 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: FDOT District 2 Materials Office

Address: 1109 S Marion Ave, Lake City, FL 32025

Contract Person: Sally Morgan

Phone: 386-961-7764 Email: sally.morgan@dot.state.fl.us

Project Description: Continuing Materials Testing Contract

Contract \$ Amount: 5,000,000

Date Completed: 3/2022

Reference #2:

Company/Agency Name: RS&H, Inc.

Address: 10748 Deerwood Park Blvd South, Jacksonville, FL 32256

Contract Person: Courtney Hance, P.E.

Phone: 904-256-2270 Email: Courtney.hance@rsandh.com

Project Description: SR 120 School Zone RRFB

Contract \$ Amount: \$7,062

Date Completed: 11/21

Reference #3:

Company/Agency Name: STV, Inc.

Address: 5200 Belfort Road Suite 400, Jacksonville, FL 32256

Contract Person: Wes Markham, P.E.

Phone: 904-265-7716 Email: wes.markham@stvinc.com

Project Description: SR 26 Safety Improvements

Contract \$ Amount: \$11,700

Date Completed: 11/21

REMINDER:

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

ATTACHMENT "I"

CONTRACT FOR *** SERVICES**

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

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

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

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

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

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

SECTION 2. Receiving/Payment/Invoicing

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

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

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

SECTION 3. Acceptance of Services and/or Materials

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

SECTION 4. Firm Prices

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

SECTION 5. Fund Availability

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

SECTION 6. Expenses

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

SECTION 7. Taxes and Liens

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

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

SECTION 8. Laws Governing this Contract

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

SECTION 9. Changes

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

SECTION 10. Modifications

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

SECTION 11. Assignment & Subcontracting

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

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

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

SECTION 12. Severability

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

SECTION 13. Termination for Default, Fraud or Willful Misconduct

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

SECTION 14. Termination for Convenience

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

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

SECTION 15. Force Majeure

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

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

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

SECTION 16. Access and Audits

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

SECTION 17. Vendor Responsibilities

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

SECTION 18. Public Emergencies

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

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

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

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

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

SECTION 20. Probationary Period

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

SECTION 21. Independent Vendor Status

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

SECTION 22. Indemnification and Insurance

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

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

SECTION 23. Dispute Resolution

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

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

SECTION 24. E-Verify System

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

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

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

SECTION 25. Public Records

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

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

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

SECTION 26. Request for Records; Noncompliance

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

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

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

SECTION 27. Civil Action

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

(a) The Court determines that the Vendor unlawfully refused to comply with the public records request within a reasonable time; and

(b) At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Vendor has not complied with the request, the public agency and to the Vendor.

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

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

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

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

SECTION 29. Entire Agreement

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

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

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

By: _____
Its: _____
Date: _____

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

JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form and legality by the
Nassau County Attorney

DENISE C. MAY

**UNITED BROTHERS DEVELOPMENT
CORPORATION**

By: _____

Its: _____

Date: _____

DRAFT

Nationwide
Terracon.com

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- Environmental
- Geotechnical
- Materials



Image by Nassau County via Google

8001 Baymeadows Way,
Suite 1
Jacksonville, FL, 32256
P (904) 900-6494
Terracon.com/Office

EXHIBIT C

NEGOTIATED FEE SCHEDULE

TERRACON CONSULTANTS, INC.
2022 FLORIDA DIVISION FEE SCHEDULE

ITEM	MEASURE	RATE
102-Aggregate Org. Impurities S& for Concrete AASHTO T21	Test	\$ 75.00
104-Aggregate Sieve Anlysis of Fine & Coarse AASHTO T27	Test	\$ 115.00
106-Aggregate Specific Gravity/Absorption Coarse AASHTO T85	Test	\$ 100.00
107-Aggregate Total Moisture Content by Drying AASHTO T255	Test	\$ 100.00
108-Aggregate Unit Mass & Voids AASHTO T19	Test	\$ 125.00
109-Aggregate Specific Gravity/Absorption Fine AASHTO T84	Test	\$ 150.00
200-Asphalt Bulk Specific Gravity FM 1-T166	Test	\$ 100.00
201-Asphalt Content FM 5-563	Test	\$ 210.00
202-Asphalt Friction Panel	Test	\$ 250.00
203-Asphalt Gradation & Content FM 1-T030 & FM 5-563	Test	\$ 250.00
204-Asphalt Gradation FM 1-T030	Test	\$ 125.00
205-Asphalt Gyrotory Compaction 3 Specimens AASHTO T312	Test	\$ 200.00
206-Asphalt Los Angeles (LA) Abrasion Coarse Agg FM 3-C535	Test	\$ 500.00
207-Asphalt Los Angeles (LA) Abrasion Small Agg FM 1-T096	Test	\$ 500.00
208-Asphalt Max Specific Gravity FM 1-T209	Test	\$ 200.00
209-Asphalt Pavement Coring - 4" dia with Base Depth Check	Each	\$ 325.00
210-Asphalt Pvmnt. Coring - 4" dia without Base Depth Check	Each	\$ 225.00
211-Asphalt Pavement Coring - 6" dia with Base Depth Check	Each	\$ 375.00
212-Asphalt Pvmnt Coring - 6" dia without Base Depth Check	Each	\$ 250.00
213-Asphalt Structural Panel (See Long Description)	Test	\$ 625.00
300-Concrete Beam Flexural Testing ASTM C78	Test	\$ 65.00
301-Concrete Compressive Strength of Grout\Mortar ASTM C109	Test	\$ 40.00
302-Concrete Cylinder Curing, Capping & Breaking ASTM C39	Test	\$ 40.00
303-Concrete Drilled Cores & Sawed Beams ASTM C42	Test	\$ 70.00
304-Concrete Masonry Unit Sampling & Testing ASTM C140	Test	\$ 250.00
305-Concrete Pavement Coring - 4" Dia	Each	\$ 325.00
306-Concrete Pavement Coring - 6" Dia	Each	\$ 375.00
401-Geo Auger Borings-H& & Truck/Mud Bug	LF	\$ 15.00
402-Geo Auger Borings-Track	LF	\$ 20.00
407-Geo Chainsaw (Owned)	Day	\$ 100.00
408-Geo Concrete Pad & Cover for Monitoring Wells	Each	\$ 400.00
409-Geo CPT Truck/Mud Bug 0-50 Ft	LF	\$ 17.00
410-Geo CPT Truck/Mud Bug 50-100 Ft	LF	\$ 18.50
411-Geo CPT Truck/Mud Bug 100-150 Ft	LF	\$ 20.00
412-Geo CPT Truck/Mud Bug 150-200 Ft	LF	\$ 25.00
413-Geo Crosshole Sonic Logging (CSL)	Day	\$ 200.00
414-Geo Dilatometer Sounding	Hour	\$ 400.00
415-Geo Double Ring Infiltration ASTM D3385	Each	\$ 750.00
418-Geo Drill Crew Support Vehicle	Day	\$ 250.00
421-Geo Dynamic Pile Testing/Pile Driving Analysis	Day	\$ 600.00
422-Geo Extra SPT Samples-Barge/Track/Amphibious 0-50 Ft	Each	\$ 75.00
423-Geo Extra SPT Samples-Barge/Track/Amphibious 50-100 Ft	Each	\$ 100.00
424-Geo Extra SPT Samples-Barge/Track/Amphibious 100-150 Ft	Each	\$ 150.00
425-Geo Extra SPT Samples-Barge/Track/Amphibious 150-200 Ft	Each	\$ 200.00

TERRACON CONSULTANTS, INC.

2022 FLORIDA DIVISION FEE SCHEDULE

ITEM	MEASURE	RATE
426-Geo Extra SPT Samples-Barge/Track/Amphibious 200-250 Ft	Each	\$ 300.00
427-Geo Extra SPT Samples-Truck/Mud Bug 0-50 Ft	Each	\$ 50.00
428-Geo Extra SPT Samples-Truck/Mud Bug 50-100 Ft	Each	\$ 70.00
429-Geo Extra SPT Samples-Truck/Mud Bug 100-150 Ft	Each	\$ 100.00
430-Geo Extra SPT Samples-Truck/Mud Bug 150-200 Ft	Each	\$ 130.00
431-Geo Extra SPT Samples-Truck/Mud Bug 200-250 Ft	Each	\$ 175.00
432-Geo Field Permeability 0-10 Ft Open-End Borehole Method	Each	\$ 400.00
433-Geo Field Permeability 10-25 Ft Open-End Borehole Method	Each	\$ 500.00
434-Geo Ground Penetrating Radar (GPR)	Hour	\$ 450.00
435-Geo Grout Boreholes- Barge/Track/Amphibious 0-50 Ft	LF	\$ 10.00
436-Geo Grout Boreholes- Barge/Track/Amphibious 50-100 Ft	LF	\$ 12.50
437-Geo Grout Boreholes- Barge/Track/Amphibious 100-150 Ft	LF	\$ 15.00
438-Geo Grout Boreholes- Barge/Track/Amphibious 150-200 Ft	LF	\$ 19.00
439-Geo Grout Boreholes- Barge/Track/Amphibious 200-250 Ft	LF	\$ 22.50
440-Geo Grout Boreholes- Truck/Mud Bug 0-50 Ft	LF	\$ 8.00
441-Geo Grout Boreholes- Truck/Mud Bug 50-100 Ft	LF	\$ 9.50
442-Geo Grout Boreholes- Truck/Mud Bug 100-150 Ft	LF	\$ 10.50
443-Geo Grout Boreholes- Truck/Mud Bug 150-200 Ft	LF	\$ 12.50
444-Geo Grout Boreholes- Truck/Mud Bug 200-250 Ft	LF	\$ 19.00
445-Geo Grouted Monitor Well 2" 0-50 Ft	LF	\$ 40.00
446-Geo H& Auger with DCP (0-50 ft) ASTM D1452	LF	\$ 35.00
447-Geo H& Auger with SCP (0-50 ft) ASTM D1453	LF	\$ 30.00
448-Geo Mini Shaft Inspection	Hour	\$ 450.00
449-Geo Noise Monitoring	Hour	\$ 400.00
450-Geo Piezometer 2" 0-50 Ft	LF	\$ 55.00
451-Geo Pile Integrity Testing	Day	\$ 193.00
452-Geo Rock Coring Brg/Track/Amph 0-50 Ft 4" ID & over	LF	\$ 100.00
453-Geo Rock Coring Brg/Track/Amph 0-50 Ft less than 4" ID	LF	\$ 75.00
454-Geo Rock Coring Brg/Track/Amph 50-100 Ft 4" ID & over	LF	\$ 120.00
455-Geo Rock Coring Brg/Track/Amph 50-100 Ft less than 4" ID	LF	\$ 85.00
456-Geo Rock Coring Brg/Track/Amph 100-150 Ft 4" ID & over	LF	\$ 155.00
457-Geo Rock Corg Brg/Track/Amph 100-150 Ft less than 4" ID	LF	\$ 95.00
458-Geo Rock Corg Brg/Track/Amph 150-200 Ft 4" ID & over	LF	\$ 200.00
459-Geo Rock Corg Brg/Track/Amph 150-200 Ft less than 4" ID	LF	\$ 120.00
460-Geo Rock Corg Brg/Track/Amph 200-250 Ft 4" ID & over	LF	\$ 250.00
461-Geo Rock Corg Brg/Track/Amph 200-250 Ft less than 4" ID	LF	\$ 140.00
462-Geo Rock Coring Truck/Mud Bug 0-50 Ft 4" ID & over	LF	\$ 90.00
463-Geo Rock Coring Truck/Mud Bug 0-50 Ft less than 4" ID	LF	\$ 50.00
464-Geo Rock Coring Truck/Mud Bug 50-100 Ft 4" ID over	LF	\$ 100.00
465-Geo Rock Coring Truck/Mud Bug 50-100 Ft less than 4" ID	LF	\$ 55.00
466-Geo Rock Coring Truck/Mud Bug 100-150 Ft 4" ID & over	LF	\$ 115.00
467-Geo Rock Coring Truck/Mud Bug 100-150 Ft less than 4" ID	LF	\$ 65.00
468-Geo Rock Coring Truck/Mud Bug 150-200 Ft 4" ID & over	LF	\$ 125.00
469-Geo Rock Coring Truck/Mud Bug 150-200 Ft less than 4" ID	LF	\$ 80.00

TERRACON CONSULTANTS, INC.

2022 FLORIDA DIVISION FEE SCHEDULE

ITEM	MEASURE	RATE
470-Geo Rock Coring Truck/Mud Bug 200-250 Ft 4" ID & over	LF	\$ 165.00
471-Geo Rock Coring Truck/Mud Bug 200-250 Ft less than 4" ID	LF	\$ 95.00
472-Geo Saximeter Testing	Hour	\$ 250.00
473-Geo SPT Barge/Track/Amphibious 0-50 Ft	LF	\$ 30.00
474-Geo SPT Barge/Track/Amphibious 50-100 Ft	LF	\$ 40.00
475-Geo SPT Barge/Track/Amphibious 100-150 Ft	LF	\$ 55.00
476-Geo SPT Barge/Track/Amphibious 150-200 Ft	LF	\$ 75.00
477-Geo SPT Barge/Track/Amphibious 200-250 Ft	LF	\$ 90.00
478-Geo SPT Truck/Mud Bug 0-50 Ft	LF	\$ 22.00
479-Geo SPT Truck/Mud Bug 50-100 Ft	LF	\$ 25.00
480-Geo SPT Truck/Mud Bug 100-150 Ft	LF	\$ 40.00
481-Geo SPT Truck/Mud Bug 150-200 Ft	LF	\$ 55.00
482-Geo SPT Truck/Mud Bug 200-250 Ft	LF	\$ 65.00
483-Geo Temp Casing 3" Barge/Track/Amphibious 0-50 Ft	LF	\$ 18.00
484-Geo Temp Casing 3" Barge/Track/Amphibious 50-100 Ft	LF	\$ 22.00
485-Geo Temp Casing 3" Barge/Track/Amphibious 100-150 Ft	LF	\$ 25.00
486-Geo Temp Casing 3" Barge/Track/Amphibious 150-200 Ft	LF	\$ 35.00
487-Geo Temp Casing 3" Barge/Track/Amphibious 200-250 Ft	LF	\$ 40.00
488-Geo Temp Casing 3" Truck/Mud Bug 0-50 Ft	LF	\$ 12.50
489-Geo Temp Casing 3" Truck/Mud Bug 50-100 Ft	LF	\$ 15.00
490-Geo Temp Casing 3" Truck/Mud Bug 100-150 Ft	LF	\$ 20.00
491-Geo Temp Casing 3" Truck/Mud Bug 150-200 Ft	LF	\$ 25.00
492-Geo Temp Casing 3" Truck/Mud Bug 200-250 Ft	LF	\$ 27.50
493-Geo Temp Casing 4" Barge/Track/Amphibious 0-50 Ft	LF	\$ 22.50
494-Geo Temp Casing 4" Barge/Track/Amphibious 50-100 Ft	LF	\$ 25.00
495-Geo Temp Casing 4" Barge/Track/Amphibious 100-150 Ft	LF	\$ 30.00
496-Geo Temp Casing 4" Barge/Track/Amphibious 150-200 Ft	LF	\$ 35.00
497-Geo Temp Casing 4" Barge/Track/Amphibious 200-250 Ft	LF	\$ 40.00
498-Geo Temp Casing 4" Truck/Mud Bug 0-50 Ft	LF	\$ 15.00
499-Geo Temp Casing 4" Truck/Mud Bug 50-100 Ft	LF	\$ 18.00
500-Geo Temp Casing 4" Truck/Mud Bug 100-150 Ft	LF	\$ 20.00
501-Geo Temp Casing 4" Truck/Mud Bug 150-200 Ft	LF	\$ 23.00
502-Geo Temp Casing 4" Truck/Mud Bug 200-250 Ft	LF	\$ 25.00
503-Geo Temp Casing 6" Barge/Track/Amphibious 150-200 Ft	LF	\$ 50.00
504-Geo Temp Casing 6" Barge/Track/Amphibious 200-250 Ft	LF	\$ 65.00
505-Geo Temp Casing 6" Barge/Track/Amphibious 0-50 Ft	LF	\$ 25.00
506-Geo Temp Casing 6" Barge/Track/Amphibious 50-100 Ft	LF	\$ 30.00
507-Geo Temp Casing 6" Barge/Track/Amphibious 100-150 Ft	LF	\$ 35.00
508-Geo Temp Casing 6" Truck/Mud Bug 0-50 Ft	LF	\$ 18.00
509-Geo Temp Casing 6" Truck/Mud Bug 50-100 Ft	LF	\$ 20.00
510-Geo Temp Casing 6" Truck/Mud Bug 100-150 Ft	LF	\$ 23.00
511-Geo Temp Casing 6" Truck/Mud Bug 150-200 Ft	LF	\$ 27.00
512-Geo Temp Casing 6" Truck/Mud Bug 200-250 Ft	LF	\$ 33.00
513-Geo Thermal Integrity Tester (TI)	Day	\$ 375.00

TERRACON CONSULTANTS, INC.

2022 FLORIDA DIVISION FEE SCHEDULE

ITEM	MEASURE	RATE
514-Geo Truck/Mud Bug Mobil (30 miles straightline distance)	Each	\$ 850.00
515-Geo Undisturbed Samples Barge/Track/Amphibious 0-50 Ft	Each	\$ 300.00
516-Geo Undisturbed Samples Barge/Track/Amphibious 50-100 Ft	Each	\$ 375.00
517-Geo Undisturbed Samples Brg/Track/Amph 100-150 Ft	Each	\$ 475.00
518-Geo Undisturbed Samples Brg/Track/Amph 150-200 Ft	Each	\$ 575.00
519-Geo Undisturbed Samples Truck/Mud Bug 0-50 Ft	Each	\$ 200.00
520-Geo Undisturbed Samples Truck/Mud Bug 50-100 Ft	Each	\$ 250.00
521-Geo Undisturbed Samples Truck/Mud Bug 100-150 Ft	Each	\$ 325.00
522-Geo Undisturbed Samples Truck/Mud Bug 150-200 Ft	Each	\$ 375.00
523-Geo Vibration & Noise Monitoring	Day	\$ 100.00
524-Geo Vibration Monitoring	Day	\$ 100.00
525-Geo Well Development	Hour	\$ 225.00
531-Geo Truck/Mudbug Drill Rig and Crew (2-person)	Hour	\$ 250.00
532-Geo Truck/Mudbug Drill Rig and Crew (3-person)	Hour	\$ 375.00
533-Geo Track/Barge Drill Rig and Crew (2-person)	Hour	\$ 300.00
534-Geo Track/Barge Drill Rig and Crew (3-person)	Hour	\$ 400.00
539-Geo Wash Boring 0-50 Ft	LF	\$ 15.00
540-Geo Wash Boring 50-100 Ft	LF	\$ 18.00
541-Geo Wash Boring 100-150 Ft	LF	\$ 21.00
542-Geo Wash Boring 150-200 Ft	LF	\$ 25.00
543-Geo Wash Boring 200-250 Ft	LF	\$ 30.00
600-Mobilization - Crosshole Sonic Logging (CSL) Equipment	Each	\$ 600.00
602-Mobilization - Vibration Monitoring Equipment	Each	\$ 400.00
603-Mobilization Asphalt Coring Equipment	Each	\$ 750.00
606-Mobilization Concrete Coring	Each	\$ 750.00
607-Mobilization Cone Penetrometer Test Rig	Each	\$ 3,125.00
610-Mobilization Drill Rig Track Mount	Each	\$ 3,750.00
611-Mobilization Drill Rig Trailer Mount	Each	\$ 1,000.00
612-Mobilization Drill Rig Truck Mount	Each	\$ 850.00
613-Mobilization Mini-Shaft Inspection Device	Each	\$ 3,125.00
614-Mobilization Mudbug/All Terrain Vehicle	Each	\$ 950.00
618-Mobilization Support Boat	Each	\$ 750.00
619-Mobilization Tri-Pod	Each	\$ 3,125.00
703-MOT Light Tower	Each	\$ 200.00
705-MOT Portable Lighting	Each	\$ 200.00
708-MOT Provide Channelizing Devices – Cone	Each	\$ 15.00
800-Soils Chloride Soil or Water FM 5-552	Test	\$ 75.00
801-Soils Consol-Addtl Incrmnts AASHTO T216 (13 to 24 Loads)	Each	\$ 100.00
802-Soils Consol-Addtl Incrmnts AASHTO T216 (up to 12 Loads)	Each	\$ 1,000.00
804-Soils Consol-Extend Load Incrmnts AASHTO T216	Day	\$ 200.00
805-Soils Corrosion Series FM 5-550 through 5-553	Test	\$ 250.00
806-Soils Direct Shear Consolid Drained/ Point AASHTO T236	Test	\$ 450.00
807-Soils Field Vane Shear Test ASTM D2573	Test	\$ 500.00
808-Soils Flexible Wall Permeability ASTM D5084	Test	\$ 750.00

Chief/Principal Engineer	\$300/hr
Senior Engineer	\$223/hr
Project Engineer	\$175/hr
Engineer Intern	\$110/hr
Field Technician	\$90/hr
CADD/Computer Technician	\$102/hr
Secretary/Clerical	\$97/hr
Asphalt Plant Inspector	\$105/hr
Field Engineer	\$130/hr
Building Inspector	\$120/hr
Welding Inspector	\$120/hr

EXHIBIT "D"

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.

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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.

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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

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§ 175.15, the full text of which is incorporated here by reference in the standard terms and conditions for federally-funded procurements.

Rehabilitation Act of 1973

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Universal Identifier and System of Award Management (SAM)

All suppliers, contractors, subcontractors, consultants, and sub-consultants are required to comply with the requirements set forth in the government-wide Award Term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference in the standard terms and conditions for federally funded procurements.

USA Patriot Act of 2001

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

Whistleblower Protection Act

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Termination Provisions

Nassau County may terminate any resulting contract should the Contractor fail to abide by its requirements.

Legal Remedies Provisions

In instances where the Contractor violates or breaches contract terms the County shall use such sanctions and penalties as may be appropriate.

Conflict of Interest Provisions

Interest of Members, Officers, or Employees of the Recipient Members of Local Governing Body or Other Public Officials. No member officer or employee of the recipient or its agent no member of the governing body of the locality in which the program is situated and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter shall have any financial interest direct or indirect in

FEDERAL PROVISIONS

any contract or subcontract or the proceeds under this agreement. Immediate family members of said member's officers, employees and officials similarly barred from having any financial interest in the program. The recipient shall incorporate or cause to be incorporated in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purpose of this section.

Access to Records and Record Retainage

In general all official project records and documents must be maintained during the operation of this project and for a period of five years following close out.

Nassau County, the comptroller General of the United States, or any of their duly authorized representatives shall have access to any books documents papers and records of the of the Administering Agency which are pertinent to the execution of the Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

Domestic Procurement Preference.

As appropriate and to the extent consistent with law, Nassau County Contractor should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to iron, aluminum, steel, cement, and other manufactured products)." For purposes of this clause, (i) "produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States, and (ii) "manufactured products" means items and construction materials composed in whole or in part of nonferrous materials such as aluminum; plastics and polymer based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Telecommunications Huawei / ZTE Ban

2 C.F.R. 200.216 prohibits non-federal entities receiving federal grant funds from entering into a contract (or extend or renew a contract) to procure or obtain equipment, services, or system that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from the Chinese manufacturers Huawei and ZTE.