

**CONTRACT FOR PROFESSIONAL CONSTRUCTION ENGINEERING INSPECTION
(CEI) SERVICES FOR THE WILLIAM BURGESS EXTENSION PROJECT**

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 **England-Thims & Miller, Inc.**, located at 14775 Old St. Augustine Road, Jacksonville, FL, 32258 hereinafter referred to as the “Consultant” on the day and year last written below (hereinafter “Effective Date”).

WHEREAS, the County desires to obtain professional Construction Engineering Inspection (CEI) services for the William Burgess Extension Project. Said services are more fully described in the *COUNTY'S REQUEST FOR QUALIFICATIONS NC23-057-RFQ*, attached hereto and incorporated herein as Exhibit “A”; and

WHEREAS, the Consultant desires to render certain professional services as described in Exhibits “A” and “B”, 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 Exhibits “A” and “B”.

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

SECTION 1. Recitals.

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

SECTION 2. Exhibits.

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

Exhibit “A” COUNTY’S REQUEST FOR QUALIFICATIONS NC23-057-RFQ, AS
MODIFIED BY ANY ADDENDA

Exhibit “B” CONSULTANT’S PROPOSAL

Exhibit “C” NEGOTIATED RATES

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”.

4.2 Services requested by the County or the County’s representative that are not set forth in Exhibit “A” shall be considered additional services. Any request for additional services and additional fees shall be mutually agreed upon by the parties in writing.

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 Capital Projects Management Director, or designee, to act on the County’s behalf under this Contract. The Capital Projects Management Director, 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 on January 31, 2026. The term of this Contract may be extended in four (4) one (1) year increments, 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-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 for the CEI Services contemplated under this Contract in an amount not to exceed **One Million, Eight Hundred Ninety-Nine Thousand, Five Hundred Four Dollars and Twenty-Nine Cents (\$1,899,504.29)**, in accordance with Exhibit "C".

7.2 The Consultant shall prepare and submit to the Nassau County, County Engineer, for approval, an invoice for the services rendered, with a copy provided to the Capital Projects

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

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

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 re-perform services which do not meet the foregoing standard of care, at no additional cost to the County.

SECTION 9. Equal Opportunity Employment.

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

SECTION 10. Access to Premises.

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

SECTION 11. Funding.

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

SECTION 12. Expenses.

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. Consultant shall, and to meet all federal, state, county and municipal laws, ordinances, policies and rules in a manner as is ordinarily exercised under similar conditions and like circumstances by persons employed in the same or similar professions in the State in which the Project is located.

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

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

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

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

as is ordinarily exercised under similar conditions and like circumstances by persons employed in the same or similar professions in the State in which the Project is located.

SECTION 15. Modifications.

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

SECTION 16. Assignment and Subcontracting.

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

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

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 after receipt of full or partial payments from the County shall result in a penalty charged against the Consultant and paid to the subcontractors in the amount of one-half of one percent (0.50%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to the actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

SECTION 17. Severability.

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

SECTION 18. Termination for Default.

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

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

SECTION 19. Termination for Convenience.

19.1 The County reserves the right to terminate this Contract in whole or part by giving the Consultant written notice at least thirty (30) days prior to the effective date of the

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

SECTION 20. Nondisclosure of Proprietary Information.

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

SECTION 21. Contingent Fees.

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

SECTION 22. Ownership of Documents.

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

SECTION 23. Force Majeure.

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

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

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

SECTION 24. Access And Audits of Records.

24.1 The Consultant shall maintain adequate records to justify all charges, expenses, and costs incurred in providing the services and materials for at least three (3) years after completion of work contemplated under this Contract. The County and the County Clerk of Court shall have access to such books, records, and documents as required in this section for the purpose of

inspection or audit during normal business hours upon five (5) days' written notice to the Consultant.

SECTION 25. Independent Consultant Status.

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

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

SECTION 26. Indemnification.

26.1 The Consultant shall indemnify and hold harmless the County and its agents and employees from all claims, liabilities, damages, losses, expenses and costs 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.

SECTION 27. Insurance.

27.1 The Consultant shall provide and maintain at all times during the term of this Contract, without cost or expense to the County, such commercial (occurrence form) or comprehensive general liability, workers compensation, professional liability, and other

insurance policies as detailed in Exhibit "A". The policy limits required are to be considered minimum amounts.

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

SECTION 28. Dispute Resolution Process.

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 is 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 The Consultant shall comply with Section 448.095, Florida Statutes, 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 Consultant during the term of this Contract to work in Florida. Additionally, if the Consultant uses subcontractors to perform any portion of the work (under this Contract), the Consultant shall 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.

29.2 The Consultant shall 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 Consultant's enrollment in the program. This includes maintaining a copy of proof of the Consultant's and subcontractors' enrollment in the E-Verify program. If the Consultant enters into a contract with a subcontractor, the subcontractor shall 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 the Contract.

29.3 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 Section 448.095(2)(c), Florida Statutes, the Consultant may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated and the Consultant is liable for any additional costs incurred by the County as a result of the termination of this Contract.

SECTION 30. Public Records.

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

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County’s custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within

a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

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

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

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

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

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

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

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

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

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

30.8 In reference to any public records requested under this Contract, the Consultant shall identify and mark specifically any information which the Consultant considers confidential and/or proprietary, inclusive of trade secrets as defined in Section 812.081, Florida Statutes, and which the Consultant believes to be exempt from disclosure, citing specifically the applicable exempting law and including a brief written explanation as to why the cited Statute is applicable

to the information claimed as confidential and/or proprietary information. All materials shall be segregated and clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE."

30.9 In conjunction with the confidential and/or proprietary information designation, the Consultant acknowledges and agrees that after notice from County, the Consultant shall respond to a notice from the County immediately, but no later than 10 calendar days from the date of notification or the Consultant shall be deemed to have waived and consented to the release of the confidential and/or proprietary designated materials.

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. Scrutinized Companies and Public Entity Crimes.

32.1 The Consultant is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Section 287.135, Florida Statutes, regarding Scrutinized Companies, and represents to County that the Consultant is qualified to transact business with public entities in Florida, and to enter into and fully perform this Contract subject to the provisions stated therein. Failure to comply with any of the above provisions will be considered a material breach of the Contract.

SECTION 33. Anti-Discrimination.

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

SECTION 34. Advertising.

34.1 The Consultant shall not publicly disseminate any information concerning this Contract without prior written approval from the County, including but not limited to, mentioning the Contract in a press release or other promotional material, identifying the County as a reference, or otherwise linking the Consultant's name and either description of this Contract 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: Robert Companion, County Engineer
96135 Nassau Place, Suite 1
Yulee, Florida 32097
Phone: (904) 530-6225
Email: rcompanion@nassaucountyfl.com

Consultant: England-Thims & Miller, Inc.
Attn: Kent Ponder, PE
463688 SR200 #7
Yulee, FL 32097
Phone: (904) 497-8891
Email: PonderK@etminc.com

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 guarantees made by the Consultant in this Contract, as well as all continuing obligations indicated in this Contract, shall survive final payment and termination or completion of this Contract.

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

38.4 The Consultant warrants that any goods provided by the Consultant under this Contract shall be merchantable. All goods provided shall be of good quality within the

description given by the County, shall be fit for their ordinary purpose, shall be adequately contained and packaged with the description given by the County, shall conform to the agreed upon specifications, and shall conform to the affirmations of facts made by the Consultant or on the container or label.

SECTION 39. Construction of Contract.

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

SECTION 40. Headings.

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

SECTION 41. Entire Agreement and Execution.

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

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

SECTION 42. Change of Laws.

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

require the other party to enter into good faith negotiations to renegotiate the terms of this Contract. If the parties are unable to reach an agreement concerning the modification of this Contract within fifteen (15) days after the date of the notice seeking renegotiation, then either party may terminate this Contract by written notice to the other party. In such event, Consultant shall be paid its compensation for services performed prior to the termination date.

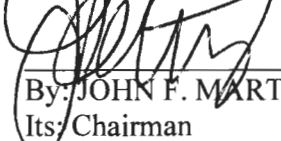
SECTION 43. Individual Liability.

43.1 PURSUANT TO §558.0035, FLORIDA STATUTES, CONSULTANT'S INDIVIDUAL EMPLOYEES AND/OR AGENTS MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE OR DAMAGES OCCURRING WITHIN THE COURSE AND SCOPE OF THEIR WORK ON THIS AGREEMENT.

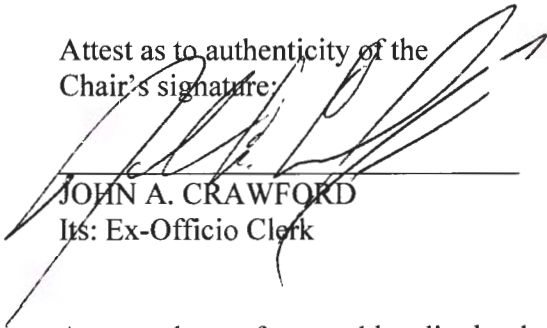
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IN WITNESS WHEREOF, the parties have executed this Contract which shall be deemed an original on the day and year last written below.

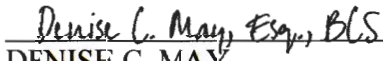
**BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA**


By: JOHN F. MARTIN
Its: Chairman
Date: July 17, 2024

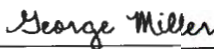
Attest as to authenticity of the
Chair's signature:


JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form and legality by the
Nassau County Attorney


DENISE C. MAY

ENGLAND-THIMS & MILLER, INC.



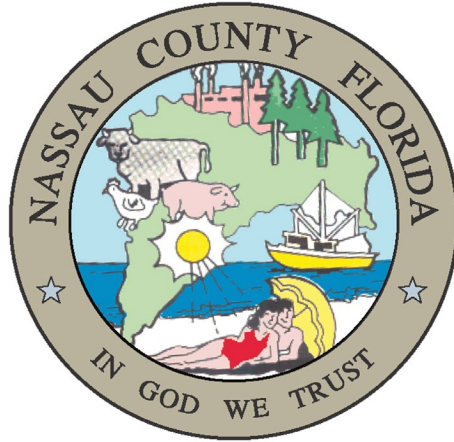
By: GEORGE R. MILLER

Its: Executive Vice President

Date: 6/17/2024

EXHIBIT "A"

**NASSAU COUNTY
FLORIDA**



NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

REQUEST FOR QUALIFICATIONS (RFQ)

**PROFESSIONAL CONSTRUCTION ENGINEERING
INSPECTION SERVICES FOR THE WILLIAM
BURGESS EXTENSION PROJECT**

RFQ NO. NC23-057

PROPOSALS ARE DUE NOT LATER THAN

November 8, 2023 @ 10:00 A.M. EST

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SECTION 1: PROJECT INFORMATION

1.1 PURPOSE:

The Nassau County Board of County Commissioners is soliciting Request for Qualifications from professional firms, registered in the State of Florida, pursuant to Section 287.055, Florida Statutes, known as the Consultant Competitive Negotiation Act (CCNA), to provide Construction Engineering Inspection (CEI) services for the William Burgess Extension Project in Nassau County, Florida.

SECTION 2: SCOPE OF SERVICES

2.1 OVERVIEW

The County seeks a qualified professional engineering firm to provide CEI Services for the William Burgess Extension Project from US-17 to Miner Road in Yulee, Florida. The project will create a new two (2) lane extension of William Burgess Boulevard from US Highway 17 to Miner Road. The selected firm will perform services as listed under the Scope of Services, attached hereto as Exhibit "A," or services not specifically mentioned, but directly related to the project.

SECTION 3: FIRMS QUALIFICATIONS AND EXPERIENCE

The County is seeking 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. Firms 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 projects in Florida.

SECTION 4: INSTRUCTIONS AND INFORMATION TO RESPONDENTS

4.1 SCHEDULE OF SELECTION PROCESS/KEY DATES:

Listed below are the dates and time by which stated actions will be taken or completed. The County may determine, in its sole discretion, that it is necessary to change any of these dates and times. All listed times are eastern standard times.

Event	Date	Time
RFQ Available on Planet Bids	October 6, 2023	
Deadline for Questions	October 20, 2023	by 4:00 p.m.
County Responses to Questions Posted to Planet Bids	October 27, 2023	
RFQ Responses Due Date/Time and RFQ Opening Date/Time	November 8, 2023	by 10:00 a.m.
Evaluation Committee (Evaluate/Rank Firms)	Week of November 20, 2023	TBD
Interviews of Shortlisted Firms	Week of November 27, 2023 (as needed)	TBD
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 nonresponsive. 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.

NOTE: THIS REQUEST FOR QUALIFICATIONS IS A NON-PRICED QUALIFICATIONS-BASED PROCESS. PRICING WILL BE CONSIDERED DURING THE NEGOTIATION PHASE ONLY

- 4.3 Respondents are directed to not contact evaluating committee members, County Commissioners, County departments or divisions until an 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. Requests 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."

No PROPOSALS may be withdrawn for one-hundred twenty (120) days after closing time scheduled for receipt of PROPOSALS.

- 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 no longer than two (2) pages in length, signed by an authorized representative of your Firm that can legally bind the company and provide, his/her title, address, phone number, and email address. Provide a positive commitment to perform the required work. Respondent 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. Respondents 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. The location of office(s) and identify the office(s) that would provide the project services.
- e. Knowledge of and compliance with state and local laws.
- f. Describe any significant or unique awards received or accomplishments in previous, similar projects.

TAB 4 – Project Understanding, Approach and Methodology

Provide a comprehensive narrative, outline, and/or graph demonstrating the firm's understanding and approach to accomplishing the Scope of Services attached hereto as Exhibit "A."

Describe the firm's approach in developing cost estimates for each task 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.

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.

Tab 5 – Quality Control – Describe your firm's quality assurance/quality control (QA/QC) procedures.

TAB 6 – 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 7 – 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 8 – PRICE/RATE

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

TAB 9 – Attachments/Administrative Information

All Attachment/Forms required by the RFQ shall be fully completed and executed by an authorized representative that can legally bind the Firm. Respondent shall submit all information to this RFQ 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 Respondent, during the entire RFQ process. Such expenses, costs, and/or fees (including attorneys' fees) are the sole responsibility of the Respondent.
- 4.8 **Public Entities Crimes.** A person or affiliate who has been placed on the convicted Vendors list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or Respondent 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, Respondent 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 Respondent to solicit or secure the contract 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 Respondent any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of the contract. 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.

4.10 PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING:

Vendor is hereby notified that pursuant to Section 287.05701, Florida Statutes, the County may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor and may not give preference to a vendor based on the vendor's social, political, or ideological interests.

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
Team Organization, Experience and Qualifications	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 requests 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 Capital Projects 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 Respondent, along with documentation included in the proposal as required by this RFQ and other additional materials submitted by the Respondent, 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 to accord with the second ranked Firm, the agency must terminate negotiations. The County shall then undertake negotiations with the third-ranked Firm. Should the County be unable to negotiate a satisfactory contract with any of the selected Firms, the County shall select additional Firms in the order of their competence and qualification and continue negotiations in accordance with this paragraph until an agreement is reached, or the County reserves the right to terminate all negotiations and reissue a new Request for Qualifications.

SECTION 7. STANDARD CONTRACT TERMS FOR PROFESSIONAL SERVICES

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

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EXHIBIT "A"

SCOPE OF SERVICES

Scope:

Nassau County is seeking the services of an engineering firm to provide the necessary design services for the William Burgess Extension project, Nassau County, Florida. The project will create a new two (2) lane extension of William Burgess Boulevard from US Highway 17 to Miner Road. The project will consist of the following:

- Construction of 1.5 miles of new roadway.
- Construction of roadway drainage facilities.
- Construction of a new 8' -10' wide multi-use path.
- Intersection improvements at the intersection of Miner Road.
- Signalization and intersection improvements to US Highway 17.
- Other items as determined by the County that are related to this project.

The William Burgess Extension Project is partially funded by the Florida Department of Transportation and will require a separate (or component) set of plans and specs so that designs, construction and CEI costs can be accounted for appropriately.

The County, on an as needed basis, will furnish the following Construction Contract documents for the project. These documents may be provided in either paper or electronic format.

- Construction Plans,
- Specification Package,
- Copy of the Executed Construction Contract, and
- Utility Agency's Approved Material List (if applicable),
- LAP Requirements, agreements, and specifications

RESPONSIBILITIES OF THE CONSULTANT

KICK-OFF MEETING WITH PWG

The Consultant shall commence the project with a kick-off meeting with the County's Capital Projects Department Team. It is expected that the Consultant has undertaken detailed review of the relative background documents and familiarized themselves with the property and context of the project prior to the kick-off meeting. It is expected that the Consultant will be prepared to have a meaningful discussion regarding the project. This is not a meet and greet.

• **Items Furnished by the Consultant:**

- Vehicles: Vehicles will be equipped with appropriate safety equipment and must be able to effectively carry out the requirements of the contract.
- Field Equipment: The Consultant shall supply survey, inspection, and testing equipment, essential in order to carry out the work under this solicitation. Such equipment includes those non-consumable and non-expendable items, which are needed for a CEI project and are essential in order to carry out the work under the Contract.
- Hard hats shall have the name of the consulting firm visibly displayed.
- Equipment described herein and expendable materials under the Contract will remain the property of the Consultant and shall be removed at completion of the work.
- Field office equipment shall be maintained and in operational condition at all times.

- **LIAISON:**

- The Consultant shall keep the County Engineer, or their designee informed of all significant activities, decisions, correspondence, reports, and other communications related to its responsibilities under the Contract, and seek input from the County Engineer or their designee in order for the County Engineer or their designee to oversee the Consultant's performance.
- Contract administrative duties relating to Invoice Approval Requests, Personnel Approval Requests, Time Extension Requests, and Supplemental Amendment Requests shall be reviewed and approved by the County Engineer or their designee with concurrence from FDOT and FHWA.

- **PERFORMANCE OF THE CONSULTANT:**

During the term of the Contract and all supplements thereof, the County will review various phases of consultant operations, such as construction inspection, materials sampling and testing, and administrative activities, to determine compliance with the Contract. The Consultant shall cooperate and assist County representatives in conducting the reviews.

- **REQUIREMENTS:**

General: It shall be the responsibility of the Consultant to administer, monitor, and inspect the Construction Contract such that the project is constructed in reasonable conformity with the plans, specifications, and special provisions for the Construction Contract.

The CEI Consultant shall observe the Construction Consultant's work to determine the progress and quality of work, identify discrepancies, report significant discrepancies to the County, and direct the Construction Consultant to correct such observed discrepancies.

The CEI Consultant shall advise the County Engineer or their designee of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Construction Consultant and the corrective action that has been directed to be performed by the Construction Consultant. The work provided by the CEI Consultant shall not relieve the Construction Consultant of responsibility for the satisfactory performance of the Construction Contract. Cooperation with the Inspector General shall be required per F.S. 20.055

On-site Inspection: The Consultant shall monitor only the Consultant's on-site construction activities and inspect materials entering into the work in accordance with the plans, specifications, and special provisions for the Construction Contract to determine that the projects are constructed in reasonable conformity with such documents. The Consultant shall keep detailed accurate records of the Consultant's daily operations and of significant events that affect the work.

Sampling and Testing: The Consultant shall provide daily surveillance of the Consultant's Quality Control activities at the project site and perform the sampling and testing of materials and completed work items that are normally done in the vicinity of the project for verification and acceptance.

The Consultant shall be specifically responsible for job control samples determining the acceptability of all materials and completed work items on the basis of either test results or verification of a certification, certified mill analysis, DOT label, DOT stamp, etc. The County will

monitor the effectiveness of the Consultant's testing procedures through surveillance and obtaining and testing independent assurance samples.

Documentation reports on sampling and testing performed by the Consultant shall be submitted to responsible parties during the same week that the construction work is done.

The Consultant shall be responsible for transporting samples to be tested in an approved laboratory.

The Consultant will input verification testing information and data into the Consultant's database.

Engineering Services: The CEI Consultant shall coordinate the Construction Contract administration activities of all parties other than the Construction Consultant involved in completing the construction project. Notwithstanding the above, the Construction Contractor is not liable to the County for the failure of such parties to follow written direction issued by the CEI Consultant.

Services include maintaining the required level of surveillance of Construction Consultant activities, interpreting plans, specifications, and special provisions for the Construction Contract, maintaining complete, accurate records of all activities and events relating to the project, and properly documenting all significant project changes. The CEI Consultant shall perform the following services:

- Verify that the Construction Consultant is conducting inspections, preparing reports, and monitoring all storm water pollution prevention measures associated with the project. Provide at least one inspector who has successfully completed the "Florida Storm water, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Consultants".
- Analyze the Construction Consultant's schedule(s) (i.e., baseline(s), revised baseline(s), updates, as-built, etc.) for compliance with the contract documents. Elements including, but not limited to, completeness, logic, durations, activity flow, milestone dates, concurrency, resource allotment, and delays will be reviewed. Verify the schedule conforms with the construction phasing and MOT sequences, includes all contract modifications, and the Consultant's plan for completing the project within the allowed contract time is reasonable. Provide a written review of the schedule identifying significant omissions, improbable or unreasonable activity durations, errors in logic, and any other concerns.
- Analyze problems that arise on a project and proposals submitted by the Construction Consultant, work to resolve such issues, and process the necessary paperwork.
- If applicable, Monitor, inspect and document utility construction for conformance with Utility Agency's Water and Sewer Standards and the Utility Agency's Approved Materials List. Facilitate coordination and communication between Utility Agency's representatives, County's staff, and consultants in execution of the work. Identify potential utility conflicts and assist in the resolution of utility issues.
- Produce reports, verify quantity calculations, and field measure for payment purposes as needed to prevent delays in consultant operations and to facilitate processing of such information in order for the County to make timely payment to the Construction Consultant.
- Provide Public Information services as required to manage inquiries from the public, public officials, and the news media. Prepare newsletters for distribution to adjacent property owners. The County Engineer or their designee shall approve all notices, brochures, responses to news media, etc., prior to release.

- Video tape the pre-construction conditions throughout the project limits. Provide a digital photo log or video of project activities, with heavy emphasis on potential claim items/issues and on areas of real/potential public controversy.

The CEI Consultant shall have a digital camera for photographic documentation of pre- construction state and of noteworthy incidents or events during construction. These photographs will be filed and maintained on the CEI Consultant's computer.

PERSONNEL:

The CEI Consultant shall staff the project with the qualified personnel necessary to carry out its responsibilities efficiently and effectively under the contract.

Personnel Qualifications: The CEI Consultant shall utilize only competent personnel, qualified by experience, and education.

Staffing: Once authorized, the CEI Consultant shall establish and maintain an appropriate staff through the duration of construction and completion of the final estimate. Responsible personnel, thoroughly familiar with all aspects of construction and final measurements of the various pay items, shall be available to resolve disputed final pay quantities until the appropriate Construction Contract has been paid off.

Construction engineering and inspection forces will be required of the CEI Consultant while the Construction Consultant is working.

EXHIBIT "B"

GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS

COMMERCIAL GENERAL LIABILITY INSURANCE

The Vendor/Contractor shall purchase and maintain at the Vendor/Contractor'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 Vendor/Contractor shall purchase and maintain at the Vendor/Contractor'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:

<u>Part One</u> – Workers' Compensation Insurance – Unlimited Statutory Benefits as provided in the Florida Statutes and	
<u>Part Two</u> – 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 Vendor/Contractor shall purchase and maintain at the Vendor/Contractor'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 Vendor/Contractor, 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 Vendor/Contractor.

PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)

This additional coverage will be required for all projects involving consultants, engineering services, architectural or design/build projects, independent testing firms and similar exposures.

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
------------------------------------	-------------

Design Professional Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Agreement. If provided on a Claims Made Form, the coverages must

respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

Vendor/Contractor shall require each of his Sub-Vendor/Contractors to likewise purchase and maintain at their expense Commercial General Liability insurance, Workers' Compensation and Employer's Liability coverage and Automobile Liability insurance coverage meeting the same limit and requirements as the Vendor/Contractors 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 for construction related contracts –**
 - **Additional Insured Endorsement must include Ongoing and Completed**
 - **CGL policy shall not be endorsed with Contractual Liability Limitation Endorsement or Amendment of Insured Contract Definition**
 - **CGL policy shall include broad form contractual liability coverage for the Contractors covenants to and indemnification of the Authority under this Contract**
- **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.**

Certificates of Insurance and the insurance policies required for this Agreement shall contain a provision under General Liability, Auto Liability, Environmental Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of Nassau County Board of County Commissioners.

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, Vendor/Contractor shall submit an additional Certificate of Insurance evidencing continuation of such coverage.

If the Vendor/Contractor 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 Vendor/Contractor, in which event, Vendor/Contractor 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 Vendor/Contractor 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 Vendor/Contractors coverage based on the evidence of insurance provided by the Vendor/Contractor shall not be construed as a waiver by Nassau County Board of County Commissioners of Vendor/Contractor's obligation to procure, maintain and pay for required insurance.

The insurance requirements set forth herein shall in no way limit Vendor/Contractors 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 Vendor/Contractor's right under any policy with higher limits, and no policy maintained by the Vendor/Contractor shall be construed as limiting the type, quality or quantity of insurance coverage that Vendor/Contractor should maintain. Vendor/Contractor 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 Vendor/Contractor or any Sub-Vendor/Contractor contains deductible(s), penalty(ies) or self-insured retention(s), the Vendor/Contractor or Sub-Vendor/Contractor 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 Vendor/Contractor to fully and strictly comply at all times with the insurance requirements set forth herein shall be deemed a material breach of the Agreement.

FORM A
ADDENDA ACKNOWLEDGMENT

Acknowledgment is hereby made of receipt of addenda issued during the solicitation period.

Addendum # _____ through # _____

Signature of Person Completing:

Date:

Printed Name:

Title:

FORM 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: _____

FORM C RESPONDENT QUESTIONNAIRE

The following questionnaire shall be answered by the Respondent for use in the evaluation process.

1. Company Name: _____
 Address: _____
 City/State/Zip: _____
 Phone: Email: _____
 Website Address: _____

2. **COMPANY STRUCTURE:**
Sole Proprietor Partnership Corporation Other _____

3. Are you registered with the FL Secretary of State to conduct business? Yes No

4. Are you properly licensed/certified by the Federal or State to perform the specified services?
Yes No

5. **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 sub-vendors you may use: _____
 Has your company: Failed to complete or defaulted on a contract: Yes No
 Been involved in bankruptcy or reorganization: Yes No
 Pending judgment claims or suits against firm: Yes No

6. **PERSONNEL**
 How many employees does your company employ: _____
 (may use additional sheets if needed).

Position/Category (List all)	Full-time	Part-time
Management		

7. REFERENCES:

List at least three references for which you have provided these services (similar scope/size) in the past five years - preferably government agencies.

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: _____

8. NOTICE OF PARTIES AND BINDING AUTHORITY

The following information is required if Respondent is selected for award of a contract with the County.

Notice to Parties

All notices, demands, requests for approvals or other communications 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:

Contractor Name: _____
Attn: _____
Mailing Address: _____

Binding Authority

The person to execute the contract must be an officer of the company. If not an officer of the company, Respondent must provide proof of signing authority. Please provide the name, email address, and phone number of person who will execute the contract, if awarded.

Name of Person to execute contract (if awarded): _____
Title: _____
Email Address: _____
Phone Number: _____

FORM D 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.

"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: _____

FORM E
E-VERIFY AFFIDAVIT

NASSAU COUNTY 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
- 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 (Attachment “A”) attesting that the Contractor does not employ, contract with, or such affidavit for the duration of the contract; and
- d. Contractor shall also require all subcontractors to execute the attached affidavit (Attachment “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 Contractor has knowingly violated §448.09(1) or §448.095(2), Florida Statutes, the contract shall be terminated.
- b. If Nassau County has a good faith belief that a subcontractor has knowingly violated §448.09(1) or §448.095(2), Florida Statutes, but the Contractor otherwise complied with Chapter 448, Florida Statutes, Nassau County 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.

**FORM E - 1
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: _____

FORM E - 2
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: _____

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 _____, located at _____, hereinafter referred to as the “Consultant”.

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

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

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

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

SECTION 1. Recitals.

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

SECTION 2. Exhibits.

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

Exhibit A VENDOR’S SCOPE OF PROFESSIONAL SERVICES

Exhibit B INSURANCE DOCUMENTS

SECTION 3. Employment of the Consultant.

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

SECTION 4. Scope of Services.

4.1 The Consultant shall provide professional services in accordance with Exhibit “A”.

4.2 Services requested by the County or the County’s representative that are not set forth in Exhibit “A” shall be considered additional services. Any request for additional services and additional fees shall be mutually agreed upon by the parties in writing.

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 _____, or designee, to act on the County’s behalf under this Contract. The _____, 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 on _____. The term of this Contract may be extended in one (1) year increments, with no changes in terms or conditions, upon mutual written agreement between the Consultant and the County. 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-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 _____, in accordance with Exhibit “A”.

7.2 The Consultant shall prepare and submit to the _____, for approval, an invoice for the services rendered, with a copy provided to invoices@nassaucountyfl.com. Invoices for services shall be paid in accordance with the Florida Prompt Payment Act 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

Initials_____

Initials_____

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.

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

SECTION 8. Standard of Care.

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

SECTION 9. Equal Opportunity Employment.

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

SECTION 10. Access to Premises.

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

SECTION 11. Funding.

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

SECTION 12. Expenses.

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

SECTION 13. Taxes, Liens, Licenses and Permits.

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

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

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

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

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

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

SECTION 15. Modifications.

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

SECTION 16. Assignment and Subcontracting.

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

16.2 In order to assign this Contract, or to subcontract any of the work requirements to be performed, the Consultant shall ensure and provide assurances to the County, that any subcontractor selected for work under this Contract has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Contract. The Consultant shall provide the County with the names of any subcontractor considered for work under this Contract; the County reserves the right to reject any subcontractor whose qualifications or performance, in the County's sole discretion, are insufficient. The Consultant shall be responsible for all work performed and all expenses incurred with the project. Any subcontract arrangements shall be evidenced by a written document available to the County upon request. The Consultant further

agrees that the County shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract. The Consultant, at its expense, shall defend the County against such claims.

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

SECTION 17. Severability.

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

SECTION 18. Termination for Default.

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

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

Initials_____

Initials_____

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

SECTION 19. Termination for Convenience.

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

SECTION 20. Nondisclosure of Proprietary Information.

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

SECTION 21. Contingent Fees.

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

individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract.

SECTION 22. Ownership of Documents.

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

SECTION 23. Force Majeure.

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

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

Initials_____

Initials_____

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

SECTION 24. Access And Audits of Records.

24.1 The Consultant shall maintain adequate records to justify all charges, expenses, and costs incurred in providing the services and materials for at least three (3) years after completion of work contemplated under this Contract. The County and the County Clerk of Court shall have access to such books, records, and documents as required in this section for the purpose of

inspection or audit during normal business hours upon five (5) days' written notice to the Consultant.

SECTION 25. Independent Consultant Status.

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

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

SECTION 26. Indemnification.

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

SECTION 27. Insurance.

27.1 The Consultant shall provide and maintain at all times during the term of this Contract, without cost or expense to the County, such commercial (occurrence form) or

comprehensive general liability, workers compensation, professional liability, and other insurance policies as detailed in Exhibit “B”. The policy limits required are to be considered minimum amounts.

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

SECTION 28. Dispute Resolution Process.

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

28.2 In the event the County elects to use the dispute resolution process under this 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 The Consultant shall comply with Section 448.095, Florida Statutes, 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 Consultant during the term of this Contract to work in Florida. Additionally, if the Consultant uses subcontractors to perform any portion of the work (under this Contract), the Consultant shall 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.

29.2 The Consultant shall 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 Consultant's enrollment in the program. This includes maintaining a copy of proof of the Consultant's and subcontractors' enrollment in the E-Verify program. If the Consultant enters into a contract with a subcontractor, the subcontractor shall 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 the Contract.

29.3 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 Section 448.095(2)(c), Florida Statutes, the Consultant may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated and the Consultant is liable for any additional costs incurred by the County as a result of the termination of this Contract.

SECTION 30. Public Records.

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

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County’s custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

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

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

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

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

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

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

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

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

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

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

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

SECTION 32. Public Entity Crimes.

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

SECTION 33. Anti-Discrimination.

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

SECTION 34. Advertising.

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

Initials_____

Initials_____

County: Nassau County
Attn:
96135 Nassau Place
Yulee, Florida 32097

Consultant: [Consultant Address]
Attn: [Consultant Contact Person]
[Consultant Address]

SECTION 36. Attorney’s Fees.

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

SECTION 37. Authority to Bind.

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

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

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

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

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

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

SECTION 39. Construction of Contract.

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

SECTION 40. Headings.

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

SECTION 41. Entire Agreement and Execution.

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

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

SECTION 42. Change of Laws.

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

[The remainder of this page left intentionally blank.]

Initials_____

Initials_____

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: _____
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

COMPANY'S NAME

By: _____

Its: _____

Date: _____

Initials_____

Initials_____

EXHIBIT "B"

Nassau County

Professional Construction Engineering Inspection Services for the William Burgess Extension Project

RFQ NC23-057 | November 16, 2023

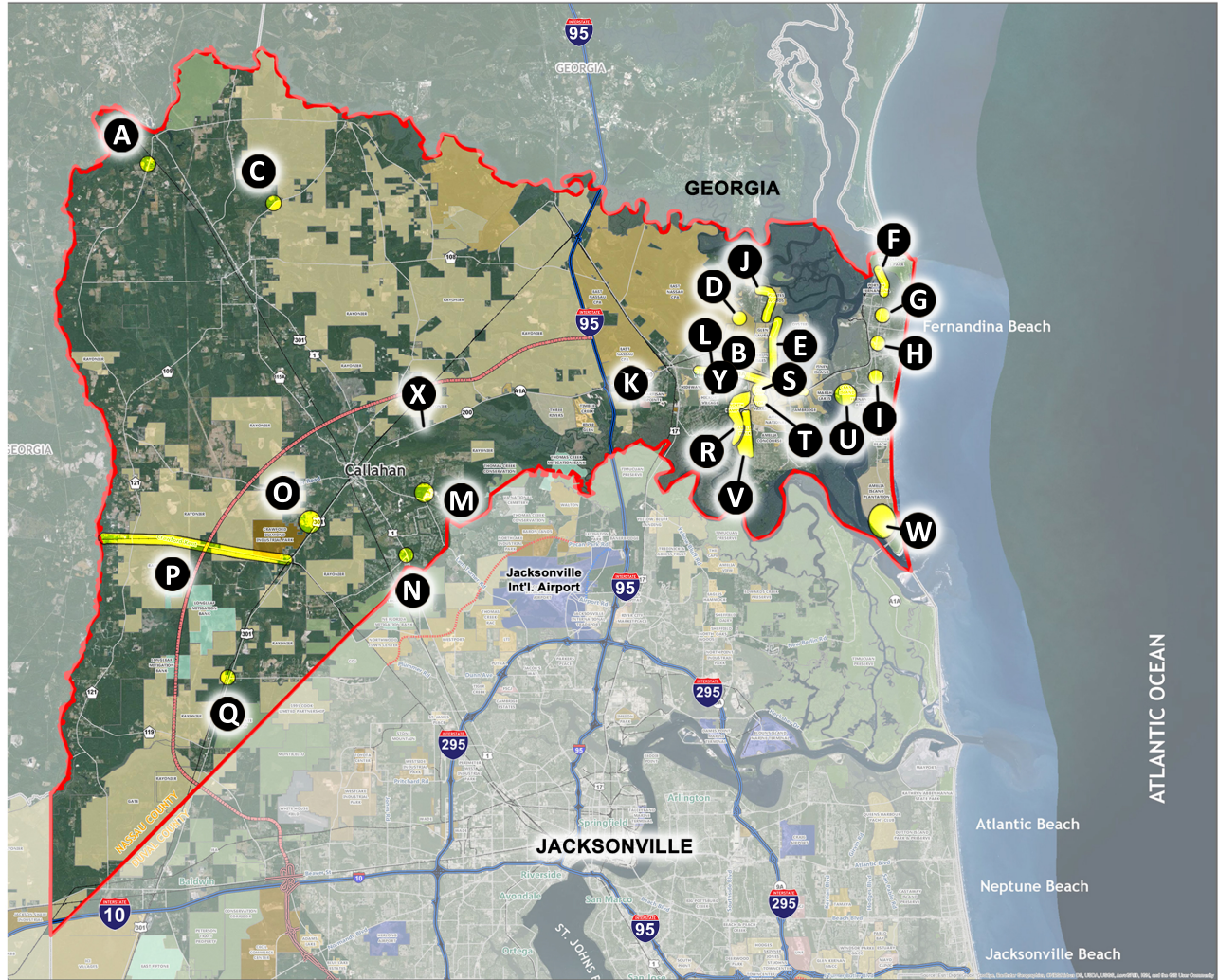


LEAN

Neptune Beach
Jacksonville Beach

Tab 1

COVER LETTER



ETM'S NASSAU COUNTY EXPERIENCE

PROJECT	CLIENT	PROJECT	CLIENT
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C CR 115 A Bridge over Little St. Mary's River	Nassau County	P Crawford Road CEI	Nassau County
D Chester Road DSAP 2	A.V. Homes	Q US-301 at Ford Road Intersection Improvements CEI	Nassau County
E Blackrock Road CEI	Nassau County	R North Hampton	Landmar / Crescent
F 14 th Street from Hickory to Atlantic Avenue	Nassau County	S Flora Parke	SEDA
G Lime St. Drainage Improvements CEI	Nassau County	T Amelia Concourse	Rayonier
H Citrona Dr. at Sadler Road CEI	Nassau County	U Crane Island	A.V. Homes
I 14th St. at Simmons Road CEI	Nassau County	V Amelia Walk	Landmar / Crescent
J Blackrock Road FDR	Nassau County	W Long Point	Amelia Island Plantation
K Wildlight Road CEI	NCSB	X Nassau County Transit Study	North Florida TPO
L SR 200 CEI	FDOT	Y Pages Dairy Water Main	JEA
M Lem Turner at Spring Lake Dr. CEI	Nassau County		

November 16, 2023

Nassau County
Board of County Commissioners
96135 Nassau Place
Yulee, Florida 32097

**RE: Professional Construction Engineering Inspection Services for the William Burgess Extension Project
RFQ No. NC23-057**

Dear Members of the Selection Committee,

England-Thims & Miller, Inc. (ETM) is enthusiastic about the prospect of contributing our specialized expertise to Nassau County for the William Burgess Extension project. Over the past years, we actively positioned ourselves by maintaining consistent contact with the Engineer of Record (EOR) and JEA throughout the design phase, demonstrating a deliberate effort to stay well-informed about project intricacies. By proactively engaging with key stakeholders, we not only grasp the unique challenges of the project but also tailor our approach and solutions accordingly. This commitment to staying abreast of developments underscores our dedication to delivering exceptional results and ensuring the success of this significant endeavor. As a highly qualified team, we stand ready to deliver exceptional Construction Engineering and Inspection (CEI) services for the planned two-lane extension of William Burgess Boulevard, extending from US 17 to Miner Road. Recognizing the significance of this endeavor for Nassau County, we are committed to being more than just consultants; we aim to be a trusted partner deeply attuned to the needs of the community. Our promise is to provide reliable and efficient CEI services, incorporating utility coordination and drawing on our extensive experience with JEA and Florida Department of Transportation (FDOT) infrastructure projects. ETM is dedicated to the timely and successful completion of this project, aligning our efforts with Nassau County's goals and embodying the role of **Trusted Advisors, Creating Community**.

Our proposal highlights why **ETM is the ideal team** for this project by showcasing our experience similar to the William Burgess Extension project (SR 200 and Pages Dairy Road), our long-standing and extensive working relationship with Nassau County over the past 13 years, notable and relevant JEA and FDOT project experience, and our excellent reputation for providing CEI and client service. We also highlight our capability to deliver the best quality product while complying with Nassau County, regulatory agencies, JEA, and FDOT requirements. In this proposal, we will outline our approach for delivering this project with the timely response necessary and provide a breakdown of critical item inspections for all phases of construction.

As you review this proposal, we believe it is essential to underscore the substantial value and unmatched expertise that our proposed team brings to the William Burgess Extension project. These recurring themes will be consistently emphasized throughout our submission:

1. **Corridor Familiarity:** Highlighted by our successful management of prior Nassau County projects over the last decade, including the three Pages Dairy Road Projects and FDOT's SR 200.
2. **Team Continuity:** Benefit from the consistency of having the same team that successfully executed similar corridor projects with comparable scopes.
3. **Technical & Practical Experience on Similar Large Projects:** Our team offers indispensable technical and practical expertise, particularly on larger projects; the William Burgess Extension is essentially a small-scale version of SR 200.
4. **Strong Relationships (EOR, County & Contractors):** We have established working relationships with every contractor likely to bid on this project. Our robust, enduring relationship with the EOR, alongside collaboration with Robert Companion, enhances the effectiveness of our team.
5. **Nassau County, FDOT, and JEA Project Experience:** Our team is adept at interpreting and enforcing this project's varied specifications (County, FDOT, and JEA), ensuring meticulous tracking of pay items separately for accurate grant/fund allocations.



ETM's CEI team is confident in our unparalleled suitability to support your vision in successfully delivering the crucial William Burgess Extension infrastructure project. In addition to the five key assets previously outlined, we bring added value through the following:

- **Extensive Project Experience:** ETM boasts the most comprehensive experience across all facets of this project when compared to our local competitors.
- **Local Presence:** With a well-established office on SR 200, our local base allows us to respond promptly to project needs with scalable inspection resources, conveniently located less than 5 miles from the project site.
- **Community Understanding:** Thanks to our familiarity with Nassau County, FDOT, and JEA projects, we grasp the contract objectives, understand the concerns of the Nassau County community and commuters, and have a proven track record of effectively addressing project challenges in a timely manner.
- **FDOT Expertise:** Our team's extensive experience with FDOT projects throughout the State of Florida demonstrates our proficiency in navigating the associated rules and regulations.
- **JEA Collaboration:** Through extensive collaboration with JEA in Northeast Florida, we bring a wealth of knowledge regarding their utility system, procedures, and expectations. ETM and JEA's proposed teams have a long history of successful project delivery.
- **Proactive Issue Resolution:** Leveraging our extensive knowledge and relationships with permitting agencies, we can proactively predict and address potential issues, minimizing disruptions to roadways, homeowners, and properties impacted by the project.
- **Resource Alignment:** With nearly 70 CEI staff in our Northeast Florida offices, ETM can swiftly align resources to meet project schedule demands. Our team is structured with CTQP qualified, dependable, and expert inspection personnel, well-versed in various aspects such as roadway widening, watermain replacements, utility relocation, complex MOT plans, round-about construction, and public involvement.
- **FDOT Prequalification:** ETM is a prequalified consultant with the FDOT in key CEI work categories (**10.1 - Roadway Inspection, 10.3 - Materials Testing, 10.4 - Minor Bridge, and 10.5.1 - Major Bridge Concrete**), underscoring our commitment to excellence and compliance.
- **Innovation Focus:** Acknowledging the significance of innovative technologies in construction and engineering, our team prides itself on staying abreast of the latest advancements for the benefit of our clients and their projects.
- **Subcontractor Expertise:** Committed to complete control of resource allocation and data collection, we leverage the surveying resources of our wholly owned subsidiary, ETM Surveying & Mapping, Inc. Our selected subconsultant team members, AE Engineering, Inc. for Inspection Support and Cal-tech Testing, Inc. for Materials Testing, are dedicated to allocating necessary resources to meet the demands of this project.

ETM is unwavering in our commitment to delivering unparalleled expertise, proactive solutions, and exceptional service to ensure the success of the William Burgess Extension project. As Principal-in-Charge, I am an authorized representative of ETM, and can legally bind the firm. We acknowledge all requirements of the RFQ will be met and we respectfully ask that you consider selecting ETM to provide CEI services to Nassau County for the William Burgess Extension project. We will be pleased to respond to any questions you may have about this proposal, therefore, as needed please contact us below at your earliest convenience.

Sincerely,

ENGLAND-THIMS & MILLER, INC.



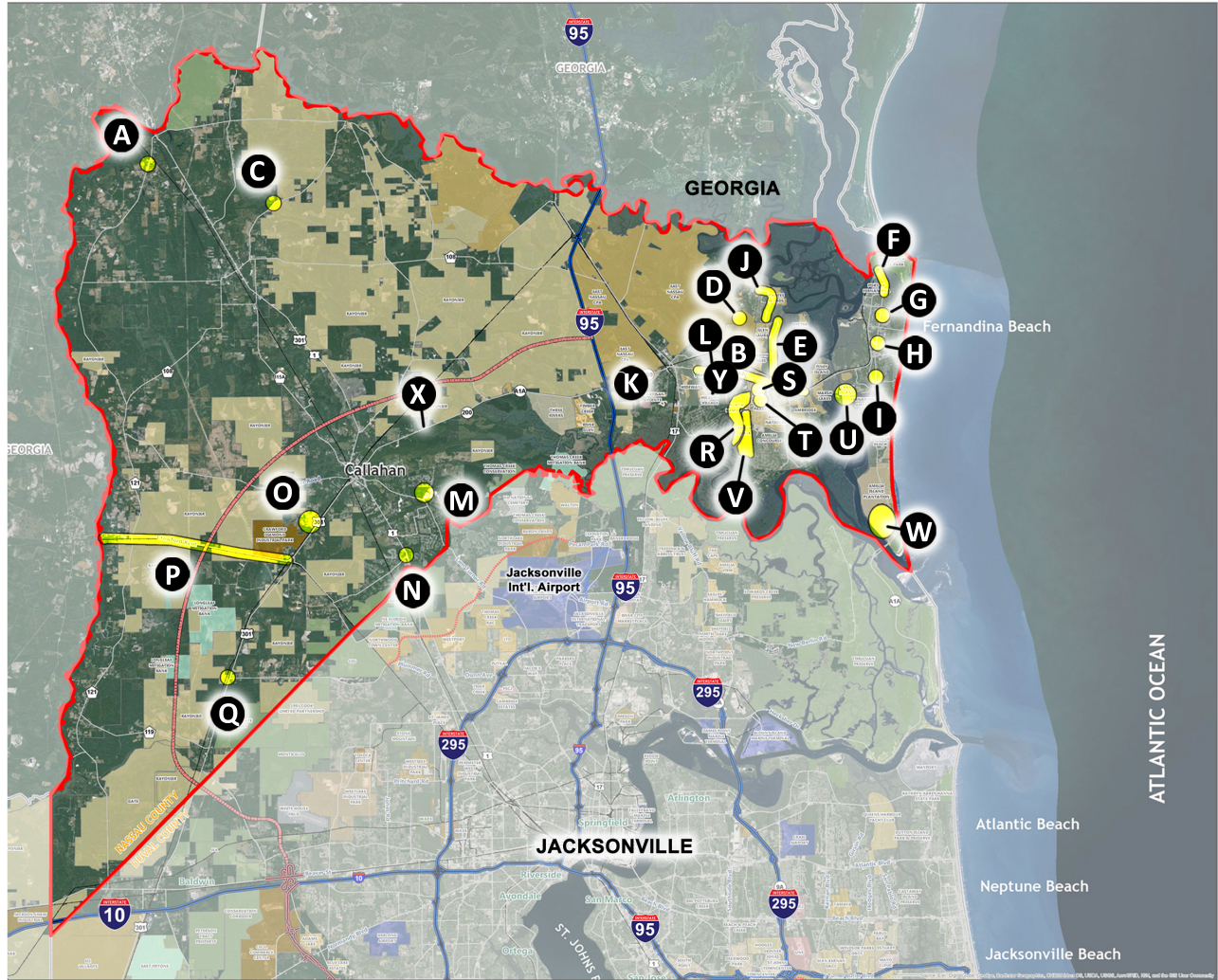
George R. Miller, PE
Principal-in-Charge/Executive Vice President
14775 Old St. Augustine Road
Jacksonville, Florida 32258
Phone Number: (904) 376-6335
Email Address: MillerG@etminc.com



Kent Ponder, PE
Project Manager/Primary Point of Contact
463688 State Road 200 #7
Yulee, Florida 32097
Phone Number: (904) 497-8891
Email Address: PonderK@etminc.com

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C CR 115 A Bridge over Little St. Mary's River	Nassau County	P Crawford Road CEI	Nassau County
D Chester Road DSAP 2	A.V. Homes	Q US-301 at Ford Road Intersection Improvements CEI	Nassau County
E Blackrock Road CEI	Nassau County	R North Hampton	Landmar / Crescent
F 14 th Street from Hickory to Atlantic Avenue	Nassau County	S Flora Parke	SEDA
G Lime St. Drainage Improvements CEI	Nassau County	T Amelia Concourse	Rayonier
H Citrona Dr. at Sadler Road CEI	Nassau County	U Crane Island	A.V. Homes
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J Blackrock Road FDR	Nassau County	W Long Point	Amelia Island Plantation
K Wildlight Road CEI	NCSB	X Nassau County Transit Study	North Florida TPO
L SR 200 CEI	FDOT	Y Pages Dairy Water Main	JEA
M Lem Turner at Spring Lake Dr. CEI	Nassau County		

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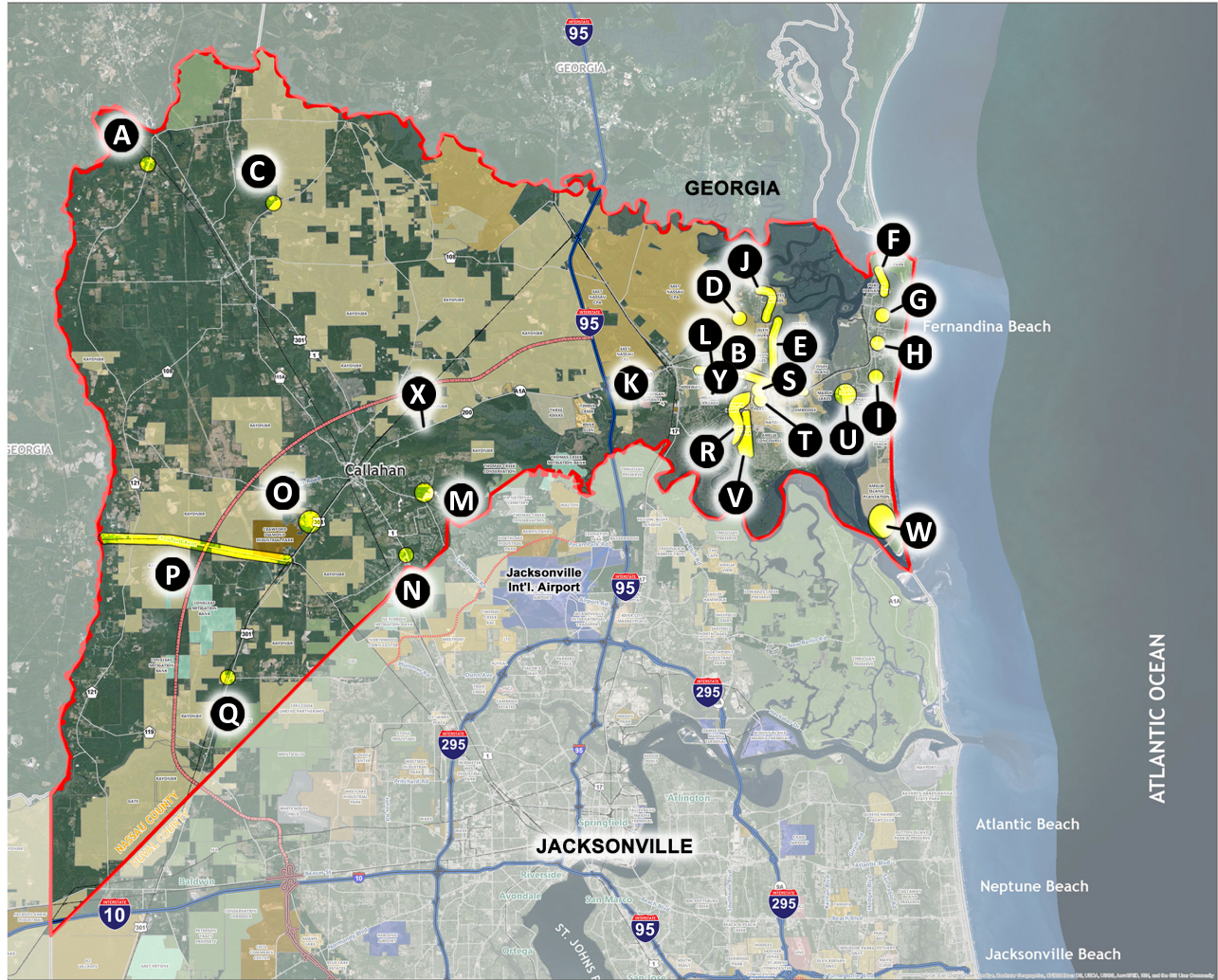
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ATTACHMENTS/ADMINISTRATIVE INFORMATION

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TEAM ORGANIZATION, EXPERIENCE AND QUALIFICATIONS



ETM'S NASSAU COUNTY EXPERIENCE

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M Lem Turner at Spring Lake Dr. CEI	Nassau County		

3 TEAM ORGANIZATION, EXPERIENCE AND QUALIFICATIONS



A. ORGANIZATION, STRUCTURE AND PHILOSOPHY

Organization

England-Thims & Miller, Inc. (ETM) is a locally based full-service civil engineering firm that excels in meeting the professional civil engineering needs of Northeast Florida. ETM offers public agencies a comprehensive approach to infrastructure improvements including construction, engineering and inspection (CEI), transportation and traffic engineering, regulatory approvals, landscape architecture, surveying and mapping, and geospatial technologies.

Structure

Founded in 1977, ETM is a privately owned Florida corporation headquartered in Jacksonville. The ownership of the firm is dispersed among 29 shareholders. The Executive Leadership Team is comprised of ETM's Chief Executive Officer, President, Chief Financial Officer, and eight Executive Vice Presidents. Each Executive Leadership Team member is responsible for managing a team of professionals and overseeing department resources, project schedules, and budgets.

ETM is divided into the following six departments where specialists focus on services:

- Construction, Engineering, and Inspection
- Transportation & Traffic Engineering
- Utility Master Planning & Design
- Water Resources & Environmental Permitting
- Program Management
- Landscape Architecture
- Land Development
- Planning/Entitlements
- Geospatial Technologies
- Surveying & Mapping

Philosophy

When our founders established ETM in Jacksonville in 1977, they had a vision to raise the standard of service within the industry. Doing what is best for the client became ETM's corporate identity and ultimately resulted in our competitive advantage. Our 46 years of commitment to high standards, coupled with our ability to conceive technical solutions, enabled clients to respond with repeat business, allowing our company to grow and expand our services. As we grew, so did our clients and our reputation, as we became known for providing innovative, quality engineering services for a broad spectrum of infrastructure projects. Partnering with local clients to shape communities helped our company to grow into a full-service civil engineering firm, which includes an office in Nassau County, where we are dedicated to serving as **Trusted Advisors, Creating Community**.

B. FIRM'S EXPERIENCE

ETM is a full-service engineering firm with over 300 professionals, 70 of which are within our CEI Department, and has proudly provided CEI services to a variety of local agencies for over 30 years. Our CEI department has grown into one of the largest groups in Florida and currently provides services for roadway and bridge construction, paving, drainage, water, sewer and reuse inspection, materials testing, full-time construction contract administration, and bidding services, as well as monitoring and documentation throughout all phases of construction.

Our team of experts boasts 46 years in the industry and an unparalleled knowledge of infrastructure projects. We guarantee peak performance, technical mastery, and a swift response to all your needs - so you can rest assured that the William Burgess Extension project will run smoothly from start to finish. Our versatility and depth of CEI experience, wealth of FDOT/CTQP qualified staff, essential knowledge and expertise gained through our decades of experience administering multiple projects simultaneously, and our experience with widening and infrastructure projects has uniquely provided us with the skills necessary to service this contract.

NASSAU COUNTY EXPERIENCE

ETM has successfully held 3 consecutive contracts with Nassau County for continuing services. Since 2010, ETM has completed the following projects in Nassau County, meeting both time and budget goals.

- Pages Dairy Widening
- JEA Pages Dairy Road
- Blackrock Road (FDR & GRS-IBS Bridge)
- US 1 at Ratliff Road
- US 301 at Sandy Ford Road
- US 301 at Ford Road
- Citrona Drive at Sadler Road
- CR 121 Pond Construction
- Lem Turner at Spring Lake Drive
- 14th Street at Simmons Road
- 14th Street (Hickory Street to Atlantic Boulevard)
- Andrews Road Resurfacing
- CR 115A Bridge Over Little St. Mary's River
- Chester Road Resurfacing
- Crawford Road, Phase 1 & 2



14TH STREET AND SIMMONS ROAD

- Roadway Widening
- New Turn Lane Construction
- New Curb & Gutter
- New Drainage System
- Milling & Resurfacing
- Proper MOT Implementation at Non-Signalized Intersection (Single Lane Closures)
- Road Closure at Simmons Road

US 301/FORD ROAD

- Project Shut Down For Three Days During NCSO Felony Suspect Search
- Project Experienced Sod Damage Due to NCSO Activities
- ETM Worked with the Contractor to Mitigate Down Time and Damage Repairs at No Additional Cost to Nassau County

US 1/RATLIFF ROAD

- Encountered Shallow FFA Cable that could not be Relocated
- Encountered Clay Soils That Could Not be Removed Due to the Depth of FAA Cable
- ETM Recommended Installation of a Geogrid System To Stabilize the New Turn Lane Addition, Which Was Ultimately Implemented By The EOR. This Allowed the Project to Continue Without Major Delays



CR 121 POND RECONSTRUCTION

- Geosynthetic Turf Stabilization Matting
- New Dock Structure
- Existing Pond Reconstruction
- Required Due To Continued Erosion and Silt Build Up
- Adjacent To Residential Property Which Provided The Only Access
- Worked Hand In Hand With Property Owner
- New Overflow Structure To Eliminate Pond Breaching

LEM TURNER

- New Turn Lane Construction
- FDOT Permit Required
- New Drainage Crossing Lem Turner
- Side Drainage Improvements

CITRONA DRIVE

- Roadway Widening
- New Turn Lane Construction
- Drainage Improvements
- Coordination With Post Office for Ingress & Egress During Construction

NASSAU COUNTY EXPERIENCE



BLACKROCK ROAD

- GRS-IBS Bridge Construction
- FDOT Detour Permit
- Pavement Asphalt Overbuild
- Shoulder Widening
- Full Depth Reclamation
- Roadway Widening
- Roadway Reconstruction



SOUTH 14TH STREET; HICKORY TO ATLANTIC

- Rural To Urban Section
- Roadway Widening
- New Drainage System
- Signal Upgrade with New Mast Arm for 4-Way Detection
- New Curb & Gutter
- New Fire Department Driveway
- Worked with Fire Department To Schedule Work as not to Interrupt Emergency Services



CHESTER ROAD RESURFACING

- Mill & Resurface
- Asphalt Overlay
- Driveway Reconstruction (Concrete & Asphalt)



SR 200/A1A

- Roadway Reconstruction & Widening
- Rural to Urban
- Bridge Replacement
- New Curb & Gutter
- New Drainage System
- Milling & Resurfacing
- Intersection Improvements (28 New Signals)
- JEA Water Main & Force Main
- Utility Coordination - ATT, TECO, FPU, JEA, FPL, etc.
- Multiagency Coordination - EOC, Nassau County
- Driveway Construction - Concrete & Asphalt



PAGES DAIRY ROAD

- Roadway Widening
- Roadway Reconstruction
- Soil Stabilization at Box Culvert
- Box Culvert Extension
- Proper MOT (Single Lane Closures)
- Milling And Resurfacing
- Slope Corrections
- JEA Water Main



CR 200A BRIDGE REPLACEMENT

- Roadway Widening
- Roadway Reconstruction
- New Bridge Construction
- Slope Corrections
- Milling and Resurfacing
- MOT - Single Lane Closures
- JEA Water Main



US 301/SANDY FORD ROAD

- New Turn Lane and Intersection Improvements

Oakleaf Plantation Roundabout



ROUNDBOUT EXPERIENCE

ETM has extensive experience with roundabouts throughout Northeast Florida. We have included various roundabouts that showcase this experience.

Crosswater Parkway Roundabout



Durbin Creek Boulevard Roundabout



Benton Boulevard Roundabout



ETown Parkway Roundabout



Nocatee Parkway Roundabout



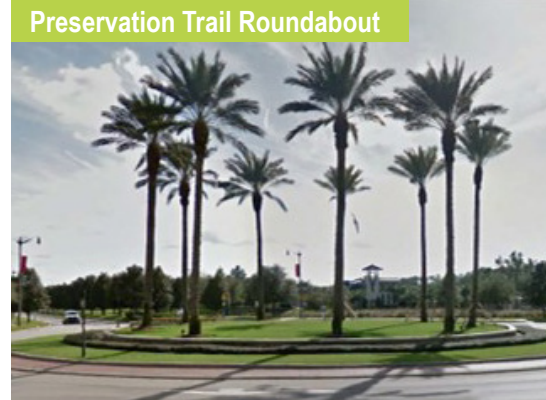
Kendall Town Center Roundabout



Twenty Mile Road Roundabout



Preservation Trail Roundabout



Silverleaf Parkway Roundabout



Stone Mason Way Roundabout



Snowden Parkway Roundabout



INNOVATIVE TECHNOLOGY EXPERIENCE

Innovation in contract administration, inspection, production, safety, technology, and data collection is an every-day goal for ETM. Having vision, honing our craft, and maintaining the gap are all important tenants of our firm's culture. These attributes result in higher quality deliverables while saving both time and money for our clients. Additionally, our team members constantly attend continuing education seminars, review research journals, and look for applications to apply the latest safety technologies to our projects. We have provided a sampling of our innovative strategies and creative processes below.

We provide our clients with the most proficient professional planning and engineering services possible by keeping pace with the latest technology and industry trends. We utilize latest generation software and hardware for design work, scheduling, and project management. We provide a File Transfer Protocol (FTP) site to assist in immediate file transfers between ETM, subconsultants, and public agencies. We maintain the required software for design work, scheduling, project management, and have extensive experience in electronic document management systems. The latest, industry-leading softwares and programs ETM licenses includes Bentley Microstation OpenRoads Designer, Autodesk AutoCAD, Transoft Solutions AutoTURN and GuideSIGN, Trafficware Synchro, Bluebeam, Adobe Creative Apps, Automated Storm Sewer Analysis & Design (ASAD), Interconnected Channel and Pond Routing Model 4 (ICPR4), Primavera Scheduling Software, OpenFlows WaterCAD, PTV Vissim, SIDRA, Highway Capacity Software, Nearmap, Trimble SketchUp, ESRI, Cartegraph, and Microsoft Office 365.



GPS Technology

ETM's CEI Department is a leader in the industry's implementation and integration of Global Positioning System technology into CEI inspection. To date, ETM has launched four complete GNSS (Global Navigation Satellite System) rover setups comprised of top-of-the-line Leica GS18 "Tilt" receivers with Leica CS 30 controller tablets. This equipment is being deployed on our projects daily allowing field staff to immediately acquire location information to within 1/4" accuracy. In addition, this technology allows for the precise measurement of quantities of work installed including both planimetric elements and 3-dimensional elements including embankment and excavation volumes. Working in concert with the field GNSS rover equipment is the desktop software, Trimble Business Center Survey Advanced software suite, which ETM currently holds five licenses. This software package provides the necessary horsepower for processing the precise field data gathered into easily produced and easily understood but detailed reports. Trimble readily interfaces with most electronic design file available thereby enabling our staff to create customized digital models which are uploaded into the GNSS rovers for specific needs on each individual project. ETM's knowledge of Trimble's advanced features allows us to perform surface-to-surface comparison of 3-dimensional elements in order to easily confirm as-built cross slopes, grades, superelevation sections or earthwork quantities in real-time as the project is being built. This GNSS rover technology combined with Trimble software as used by our staff sets ETM apart due to the added value we provide our clients.

The implementation of this technology by ETM provides value to our clients in many ways including but not limited to:

- **Pre-Construction Checks:** Immediate verification of existing conditions or proposed design elements prior to construction beginning.
- **Verification of Contractor's Layout:** All layout by the contractor can be instantly verified in order to prevent construction rework.
- **Precision Payment Accuracy:** Ensures accurate payment based on field measures especially when dealing with irregular shaped elements.
- **As-Built Location Acquisition:** Eliminates relying solely on the contractor's surveyor for as-built information.
- **Reduced Costs:** Reduces the frequency of when professional surveyor services are required.

INNOVATIVE TECHNOLOGY EXPERIENCE

GST Portals

ETM has developed and implemented online geospatial technology (GST) portals for our clients to use as a platform to share and manage project information, schedules, and workflows that are of importance. These portals enable our clients to quickly access and navigate through project data such as field imagery, construction progress, and installation of assets within their project limits. Our client portals are a one-stop location for all information related to a specific project.

Another innovative solution to providing project efficiency includes the use of ETM's Geospatial Technologies group to deploy DeepVue and utilize Cartegraph for the County and its staff. Using ETM's technology solutions building upon asset management companies such as ESRI and Cartegraph, our team and the County will have access to a web-based solution that enables quicker response time to field observations, project progress and tracking, document storage and imagery video collection, and assist with the capturing of constructed or removed assets.

Project Example: ETM supported St. Johns County and the North Florida TPO on their Sidewalk Gap Analysis in identifying and prioritizing the construction of missing sidewalk gaps on the County's collector roadways. The DeepVUE team developed criteria and a scoring system that considered potential pedestrian demand, access to major destinations, system connectivity, safety, mobility, and equity. Then, they incorporate data during field visits to provide the County with additional flexibility and data visualization. The interactive mapping application integrated project visualization, data, and analysis in the context of other existing conditions and provided access to tracking and file storage. An example includes prioritizing projects in the County's Capital Improvement Plan based on analysis and available funds.

Use of UAV's for Data Collection

ETM's brand-new Harris (H6-Hybrid) UAS with Riegl VUX-1 Lidar, coupled with our proprietary data processing enables us to provide survey-grade accuracy through canopy and vegetation. This state-of-the-art UAV fleet technology enables qualified technicians to capture aerial imagery and videography with superior quality at an unparalleled pace, and the ability to:

- Capture Lidar imagery to generate precise, three-dimensional information
- Gather imagery of large sites through orthomosaics
- Take high-accuracy ground shots
- Have extended flight times through gas/electric hybrid power
- Turnaround conventional **topographic surveys six times faster** than industry average



Website Development

ETM provides comprehensive website development services to create engaging micro-websites that showcase clients' projects to both the public and potential land investors. Utilizing WordPress, we ensure that each micro-website we develop is visually stunning, user-friendly, and optimized for search engine visibility. As part of our commitment to providing the best services possible, we offer ongoing website support and maintenance.

Project Example: ETM was recently contracted by JEA to craft a micro-website. This website, which is still in production and not published, features a modern design that aligns with JEA's corporate identity, a clear site map, and interactive features such as a secure contact form with reCAPTCHA. In addition, we utilized aerial videography throughout the website that was gathered by our in-house Unmanned Aerial System (UAS) pilots.

		Project Team							
		Kent Ponder	Jeremy Cronk	Carrie Smithheart	Wes Watson	Clint Proveaux	Zack Ellins	Brandon Sproul	Vicki Bowen
Relevant Team Experience	Site Specific Corridor Familiarity	●	●	●	●	●	●	●	●
	Team Continuity	●	●	●	●	●	●	●	●
	County Relationships	●	●	●	●	●	●	●	●
	Contractor Relationships	●	●	●	●	●	●	●	●
	Large Project Experience	●	●	●	●	●	●	●	●
	Nassau County Experience	●	●	●	●	●	●	●	●
	Asphalt Paving and Milling	●	●	●	●	●	●	●	●
	Roundabout Construction	●	●	●	●	●	●	●	●
	JEA Water Main	●	●	●	●	●	●	●	●
	JEA Force Main Installation	●	●	●	●	●	●	●	●
	Drainage Installation	●	●	●	●	●	●	●	●
	Earthwork Construction	●	●	●	●	●	●	●	●
	Subsoil Excavation	●	●	●	●	●	●	●	●
	Stabilized Subgrade Construction	●	●	●	●	●	●	●	●
	Stabilized Base Construction	●	●	●	●	●	●	●	●
	Roadway Widening	●	●	●	●	●	●	●	●
	Gravity Wall Construction	●	●	●	●	●	●	●	●
	Curb and Gutter Construction	●	●	●	●	●	●	●	●
	Sidewalk and ADA Ramp Construction	●	●	●	●	●	●	●	●
	Concrete Traffic Separator	●	●	●	●	●	●	●	●
	Concrete Driveway Construction	●	●	●	●	●	●	●	●
	Drilled Shaft Installation	●	●	●	●	●	●	●	●
	Mast Arm/Signal Construction	●	●	●	●	●	●	●	●
	Shared-Use Path	●	●	●	●	●	●	●	●
	Pond Construction	●	●	●	●	●	●	●	●
	Lighting	●	●	●	●	●	●	●	●
	Conduit and Wiring Installation	●	●	●	●	●	●	●	●
	Signing and Pavement Markings	●	●	●	●	●	●	●	●
	Fence Installation	●	●	●	●	●	●	●	●
	Sod Placement	●	●	●	●	●	●	●	●
Maintenance of Traffic (MOT)	●	●	●	●	●	●	●	●	
Low Profile and Temp. Barrier Wall Installation	●	●	●	●	●	●	●	●	
Erosion Control	●	●	●	●	●	●	●	●	
Concrete and Earthwork Sampling and Testing	●	●	●	●	●	●	●	●	
Landscaping and Irrigation	●	●	●	●	●	●	●	●	

Not Required Per Scope

C. PROJECT TEAM

We understand that this contract consists of providing professional CEI services for the William Burgess Extension project. This will require great expertise and independent professional judgment. To best achieve the scope on time and within budget, we have assembled a project team with unrivaled leadership skills, expertise, and local resource relationships.

ETM has provided CEI services for Nassau County, FDOT, and many other local municipalities. Our firm believes that the quality of service and representation we provide throughout this contract is just as important as the quality of the deliverable work products. **The County will be well supported by ETM**, as our team members are leaders in the industry and fanatics about customer service. We perform at a high-level, reduce the potential for miscommunication, and promote greater efficiency by aligning project goals with client objectives.

ETM is proud to present our key team contributors that are committed to Nassau County throughout the life of this project. Descriptions and qualifications of our internal team members, our subconsultant team members, and an organizational chart can be found on the following pages. The table to the left depicts our teams specific project experience as it relates to this contract.

PROJECT TEAM



Kent Ponder PE, Senior Project Engineer

Mr. Ponder has been a licensed Engineer since 2002 and is well versed in an extensive assortment of complex transportation construction projects. He began his career in the US Navy then transitioned to FDOT where his focus on quality, attention to detail, and ability to lead and communicate well with others helped him advance quickly in the field. His diverse construction experience includes major bridges, pile and drilled shaft foundations, fender construction, complex roadway/interchanges, utilities, bridge culverts, Mechanically Stabilized Earthwalls (MSE), high mast lighting, signalization, and overhead sign installation. Mr. Ponder is highly regarded for his leadership, ensuring that Contractors are performing satisfactory work and properly submitting necessary project documentation and correspondence in accordance with plans, specifications, and contract documents.

As Senior Project Engineer, Mr. Ponder will oversee the project schedule, budget, key personnel, subconsultants, and communications with the County, direct CEI efforts for this project, perform any administrative activities as required, and will serve as Point-of-Contact for Nassau County.

Contact Information: (904) 265-3151 | PonderK@etminc.com

Years of Experience | Years with Firm: 25 | 18

Education: BS with Honors, Civil Engineering, University of Florida, 1998

Registration(s): Florida PE, No. 60217

Certification(s): TIN# P53650165; QC Manager, FL NPDES/FDEP Stormwater Management Insp., Critical Structures Construction Issues

Similar Project Experience:

- Pages Dairy Road
- JEA Pages Dairy Road
- SR 200 Reconstruction
- CR 200A Lofton Creek Bridge Replacement
- Blackrock Road Improvements

PROJECT TEAM



Jeremy Cronk, Project Administrator

Mr. Cronk has extensive knowledge and experience in Construction Engineering and Inspection (CEI) throughout the State of Florida. He began his career as an Inspector Aide, through hard work, a focus on quality, and excellent communication skills, he quickly advanced through the various field roles and into a very successful Project Administrator. The experiences that he has achieved learning vital components of construction and project management from the ground up provides him with a unique understanding of what it takes to complete a successful project. He has been a vital part of the construction of over 30 bridge projects, including the I-295/SR 9A Heckscher Drive Interchange, and his knowledge and background on roadway construction is equally impressive. Mr. Cronk specializes in training and developing a high performing group of inspectors capable of performing detailed and accurate inspection and documentation in all phases of work related to roadway and bridge construction. His attention to detail and desire to always do the right thing coupled with a collaborative approach to problem solving makes him an excellent leader for any project. He ensures that materials and workmanship are acceptable, reviews all quantities and pay estimates, assists the team with surveying, spearheads all issue resolution, works closely with the contractors to provide proactive support when needed, and assists with MOT and Erosion Control as these are critical components of every job. He takes initiative in the field and demonstrates a relentless result-oriented focus. **As Project Administrator, Mr. Cronk will assume responsibility for day-to-day project management, oversee CEI field staff, review project documentation, handle materials testing, coordinate with utilities, manage public relations, liaise with project stakeholders, resolve field issues, and maintain coordination/communication with Nassau County Project Manager and all project stakeholders.**

Contact Information: (904) 376-6372 | CronkJ@etminc.com

Years of Experience | Years with Firm: 24 | 13

Education: Construction Inspection, Palm Beach Community College

Certification(s): TIN# C65243079; Asphalt Paving 1 & 2, Concrete Field Inspector Spec 346 TEST, Concrete Field Tech. 1, Drilled Shaft, Earthwork 1 & 2, Final Estimates 1 & 2, QC Manager, Pile Driving, QC Manager; AMOT, ACI CTCI Field Testing Tech. 1, FL NPDES/FDEP Stormwater Management Insp., Critical Structures, Nuclear Safety w/ Hazmat, Worker Safety on Concrete Pavement Construction Sites, Remote Pilot (sUA) Certification

Similar Project Experience:

- Pages Dairy Road
- JEA Pages Dairy Road
- SR 200 Reconstruction
- CR 200A Lofton Creek Bridge Replacement
- Blackrock Road Improvements

PROJECT TEAM



Wes Watson, Senior Inspector

With three decades of inspection expertise across diverse FDOT and Nassau County projects, Mr. Watson is a seasoned professional, focusing on meticulous asphalt paving inspections and the installation of JEA mains. His proficiency extends to a comprehensive understanding of general construction processes, encompassing site preparation, utilities, roadway construction, and drainage installations. Wes Watson, previously with CDM Smith, now joins ETM, eliciting enthusiasm for the valuable insights and extensive experience he gained through his role. Having collaborated closely with Wes for over a year and a half on the Pages Dairy Road project, ETM can attest firsthand to the wealth of knowledge and skills Wes brings to our dynamic team. **As Senior Inspector, Mr. Watson will be responsible for overseeing all field activities, with a special emphasis on the Water Main, Force Main and Reuse Main. He will establish a strong working relationship and communication channel with the contractor's superintendent and project managers. Specific services for Wes included being the eyes and ears of the field staff in relaying changes in work schedules that could impact the community and making sure liability issues related to maintenance of traffic and erosion control are addressed correctly.**

Contact Information: (904) 420-9899 | WatsonW@etminc.com

Years of Experience | Years with Firm: 30 | < 1

Education: High School Diploma

Certification(s): TIN# W32531969; Asphalt Paving 1 & 2, Earthwork 1, Concrete Field Tech. 1, ACI Field Testing Tech. 1, IMOT, ISMA Traffic Signal Insp., NPDES/FDEP Stormwater Mgmt. Insp., Nuclear Safety w/ Hazmat

Similar Project Experience:

- Pages Dairy Road
- JEA Pages Dairy Road
- Nassau County Pavement Management
- Nassau Regional WTP Wellhead No. 3 & Water Main Improvements



Clint Proveaux, Senior Inspector

Mr. Proveaux began his career as a QC Technician where he honed his skills with material testing. Driven for additional challenges he joined ETM and has been working as a field inspector on complex heavy civil projects. He has been honing his craft to specialize in bridge construction while continuing to advance his knowledge in road, signalization, and ITS work. He has worked on 11 different structures and his attention to detail assists the team by performing thorough inspections while communicating with the team and contractor areas of concern. His experience has paired him up with many different contractors creating a diverse background in various construction methods and activities including earthwork, utilities, bridge construction, roadway construction, and signalization. While exceedingly competent in material sampling and testing, he also demonstrates efficient prioritization for daily tasks, contributes to the team and pitches in on project assignments when other areas of the project need additional support. His initiative for professional growth drives him to continue expanding his construction skills, knowledge, and certifications. **As Senior Inspector, Mr. Proveaux will be responsible for overseeing earthwork, drainage, materials testing and signal installations. Similar to Mr. Watson, Clint will be the eyes and ears of the field staff in relaying changes in work schedules that could impact the community and making sure liability issues related to maintenance of traffic and erosion control are addressed correctly.**

Contact Information: (904) 376-6369 | ProveauxC@etminc.com

Years of Experience | Years with Firm: 7 | 6

Education: AA, Florida Gateway College, 2016

Certification(s): TIN# P61211393; Asphalt Paving 1 & 2, Concrete Field Tech. 1., Earthwork 1 & 2, Pile Driving, Drilled Shaft, AMOT, Remote Pilot Certificate - UAG Small; ACI Field Testing Tech. 1, FL NPDES/FDEP Stormwater Mgmt. Insp, MSE Wall, Nuclear Safety w/ Hazmat, Remote Pilot (sUA) Certification

Similar Project Experience:

- Pages Dairy Road
- JEA Pages Dairy Road
- SR 200 Reconstruction
- CR 200A Lofton Creek Bridge Replacement

PROJECT TEAM



Zack Ellins, Inspector

Mr. Ellins is an Inspector on various transportation infrastructure projects with FDOT, municipal and private sector projects. Bringing a high-level of energy to the field inspection efforts, Zack delivers excellent services with extreme attention to detail, very effective communication skills and the ability to build strong working relationships with construction personnel. He has working knowledge of general roadway construction processes including density logbook/earthwork operations, milling and resurfacing, concrete formwork, placement, and sampling. **As Inspector, Mr. Ellins will monitor and report on daily contractor activities, conduct verification materials testing, perform inspections on all aspects of the project, including, but not limited to, drainage installations, embankment, subgrade & base construction, asphalt paving and concrete placements.**

Contact Information: (904) 760-2687 | EllinsZ@etminc.com

Years of Experience | Years with Firm: 5 | 5

Education: High School Diploma

Certification(s): TIN# E45299597; Asphalt Paving 1 & 2, Concrete Field Insp. Spec 346, Concrete Field Tech. 1, Earthwork 1 & 2; AMOT, Cyber Security Awareness, ACI Field Testing Tech. 1, FL NPDES/FDEP Stormwater Management Insp., Nuclear Safety w/ Hazmat, Rover Training

Similar Project Experience:

- Pages Dairy Road
- JEA Pages Dairy Road
- SR 200 Reconstruction
- CR 200A Lofton Creek Bridge Replacement



Vicki Bowen, Contract Support Specialist

Ms. Bowen's diversified project and administrative experience includes bridge, design build, and reconstruction projects. She began her career as an Administrative Assistant and through her own initiative advanced to CSS. Her former years of service in the US Navy instilled in her a keen focus of attention to detail that she leverages to the client's advantage in maintaining detailed project records and closing out projects without errors or omissions. Ms. Bowen addresses issues directly and honestly to enhance her relationships with her clients, teams, and contractors. Her duties include daily communication with the inspection staff regarding quantities, producing error free estimates, verifying material certifications, and ensuring the accuracy of project documentation. In addition, she prepares the project final acceptance documentation which includes pay item quantity certification, final offer letter to the contractor and the Final As-Builts. She works effectively as part of the entire project team and independently, with little supervision, to achieve quality results in a timely manner. **As Contract Support Specialist, Ms. Bowen will communicate daily with the inspection staff concerning quantities, accurate estimate generation, material certification verification, proper attribution, and filing of project documentation for project acceptance. She excels in managing as-built information, leveraging her expertise in Bluebeam.**

Contact Information: (904) 265-3215 | BowenV@etminc.com

Years of Experience | Years with Firm: 9 | 5

Education: High School Diploma

Certification(s): TIN# B50086962; Final Estimates 1 & 2

Similar Project Experience:

- Pages Dairy Road
- JEA Pages Dairy Road
- SR 200 Reconstruction
- CR 200A Lofton Creek Bridge Replacement

PROJECT TEAM



Patty Ellington, Administrative Assistant

Ms. Ellington has 26 years of experience. She transitioned from an office manager role to CEI field office support whereas she has learned Hummingbird, Project Solve, maintaining overtime logs, preparing meeting minutes and agendas, weekly lane closures reports, weekly MOT reports, weekly SWPPP Reports, office supply inventory ordering, etc. She has experience in Payroll, Invoicing, Accounts Payables/Receivables, QuickBooks, Excel, Word, Computerized Filing, and Scheduling of Employee Training Courses, etc. **As Administrative Assistant, Ms. Ellington ensures all project documentation has been populated to the project files, prepares meeting minutes and agendas, weekly lane closures reports, weekly MOT reports, weekly SWPPP Reports, provides support to Senior Project Engineer, Project Administrator, Contract Support Specialist and inspection staff with document management archiving, data management for estimate support and overall project correspondence.**

Contact Information: (904) 265-3185 | EllingtonP@etminc.com

Years of Experience | Years with Firm: 26 | 1

Education: AA, Business Administration, Jones College, 1996

Similar Project Experience:

- SR 200 Reconstruction
- CR 200A Lofton Creek Bridge Replacement



George Miller, Principal-in-Charge

Mr. Miller has 26 years of experience growing and developing teams for transportation, aviation, and port construction. Mr. Miller focuses on team management, mentoring, and setting specific goals has improved the quality of each project he has been associated with. **As Principal-in-Charge, Mr. Miller will ensure each task is completed in a timely manner and incorporates ETM's lessons learned from decades of practice.**

Contact Information: (904) 376-6335 | MillerG@etminc.com

Years of Experience | Years with Firm: 26 | 2

Education: BS, Civil Engineering Michigan Technological University, 1999

Registration(s): Florida PE, No. 62537, Georgia PE, No. 033578, LEED Accredited Professional

Certification(s): TIN# M46031675; Asphalt Paving 1 & 2, Earthwork 2, Final Estimates 1 & 2, QC Manager, FDOT ITS Managed Field Ethernet Switch, ITS Dynamic Message Signs, ITS Road Weather Information System, ITS CCTV, ITS Microwave Vehicle Detection System, FEMA ICS-100, ICS-200, IS00700 a, IS00800 b, ICS-300, MSE Wall Insp., Auger Cast Piles; FL NPDES/ FDEP Stormwater Mgmt. Insp.

Similar Project Experience:

- CR 200A Lofton Creek Bridge Replacement



Robert Hansgen, PE, QA/QC Officer

Mr. Hansgen has 28 years of experience specializing in oversight of major highway and bridge construction. **As QA/QC Officer, Mr. Hansgen will assign discipline appropriate reviewers to provide QC for all work and confirm that QA/QC reviews are conducted on documents prior to any submittal and follow guidelines from the FDOT Design Manual.**

Contact Information: (904) 265-3167 | HansgenR@etminc.com

Years of Experience | Years with Firm: 28 | 16

Education: BS with Honors, Civil Engineering University of Florida, 1995

Registration(s): Florida PE, No. 56943

Certification(s): TIN# H52577769; Asphalt Paving 1 & 2, Drilled Shaft, Final Estimates 1 & 2, Pile Driving, QC Manager, FL NPDES/FDEP Stormwater Mgmt, Insp., Critical Structures, PTI 1 Multistrand & Grouted PT

Similar Project Experience:

- Wonderwood Boulevard
- SR 9B Phase 3

SUBCONSULTANT TEAM

To complement ETM's services, we have assembled an efficient and cohesive group of subconsultants that are qualified to meet the challenges of this project. ETM has worked with each of these subconsultants for numerous years on a variety of projects where they consistently and successfully demonstrated their ability to be part of the CEI team. ETM has the utmost confidence that each subconsultant will be able to accomplish the County's project goals. Our proposed subconsultant team is included below.

AE Engineering, Inc. (AE) - Inspection Support



AE, founded in 2006 in Jacksonville, Florida, provides a broad range of Civil Engineering, CEI, QC and Materials Testing, Planning, and Asset and Infrastructure Maintenance, Community and Land Development Planning and Building and Welding Inspection services to clients throughout Florida. AE employs over 170 professionals and has previous experience with LAP-funded projects. AE has extensive experience working with Nassau County. A project example includes:

- CR 200A Lofton Creek Bridge Replacement
- CR 108 Safety Improvements LAP Project from Middle Road to US-17

Years Working with ETM: 17

Address: 219 North Newnan Street, Suite 400, Jacksonville, Florida 32202

Phone Number: (904) 614-4800

FDOT Prequalifications: 10.1, 10.3

Brandon Sproul, Senior Inspector

Mr. Sproul has over 4 years of experience in soil and aggregate field-testing inspection and asphalt paving inspection. He has extensive experience in Paving 1 & 2 inspections, as well as Earthwork. He is FDOT and CTQP certified in field testing and inspection. He is very familiar with FDOT specifications as they pertain to Roadway Construction. Brandon has handled large-scale earthwork and asphalt projects, gaining him valuable field experience. Brandon's exemplary work ethic and attention to detail have made him a valuable asset to the team.

Contact Information: (386) 365-9504 | bsproul@aeengineeringinc.com

Years of Experience | Years with Firm: 4 | 4

Education: Florida Gateway College

Registration(s): TIN# S16407097

Similar Project Experience:

- CR-108 Safety Improvements Project from Middle Road to US-17

SUBCONSULTANT TEAM



Cal-Tech Testing, Inc. (Cal-Tech) - Materials Testing

Cal-Tech Testing, Inc. was founded in 1980 as an engineering and construction materials testing firm. Over the last several years, Cal-Tech has grown in size and expertise with additional engineering and field services to meet the highly specialized needs of the construction, engineering and environmental marketplace, such as concrete services, asphalt services and soils and aggregate services. Cal-Tech has extensive experience working with Nassau County. A few project examples include:

- Pages Dairy Road
- Blackrock Road
- Crawford Road Phase 1, 2
- SR 5/US 17
- CR 108 from Middle Road to US 17
- SR 200
- SR 200 (US 301)
- SR 200 from I-95 to West of Still Quarters Road

Years Working with ETM: 13

Address: 2907 Spring Glen Road, Jacksonville, Florida 32207

Phone Number: (904) 381-8901



ETM Surveying & Mapping, Inc. (ETM Survey) - Surveying and Mapping, SUE

ETM Survey has provided professional surveying and mapping services for nearly a century. An affiliate of ETM, ETM Survey's coordination is simplified by the fact that they are located adjacent to ETM's Jacksonville headquarters. They offer professional surveying and mapping, aerial solutions, subsurface utility engineering, and utility coordination services to public and private sector clients. The services they provide include boundary surveys, topographical surveys, design surveys, right-of-way mapping, laser scanning, subsurface utility engineering, and asset management. ETM Survey also has extensive LAP experience, along with relevant Nassau County experience, such as:

- Pages Dairy Road
- JEA Pages Dairy Road
- SR 200 Reconstruction
- CR 200A Lofton Creek Bridge Replacement
- Blackrock Road Improvements

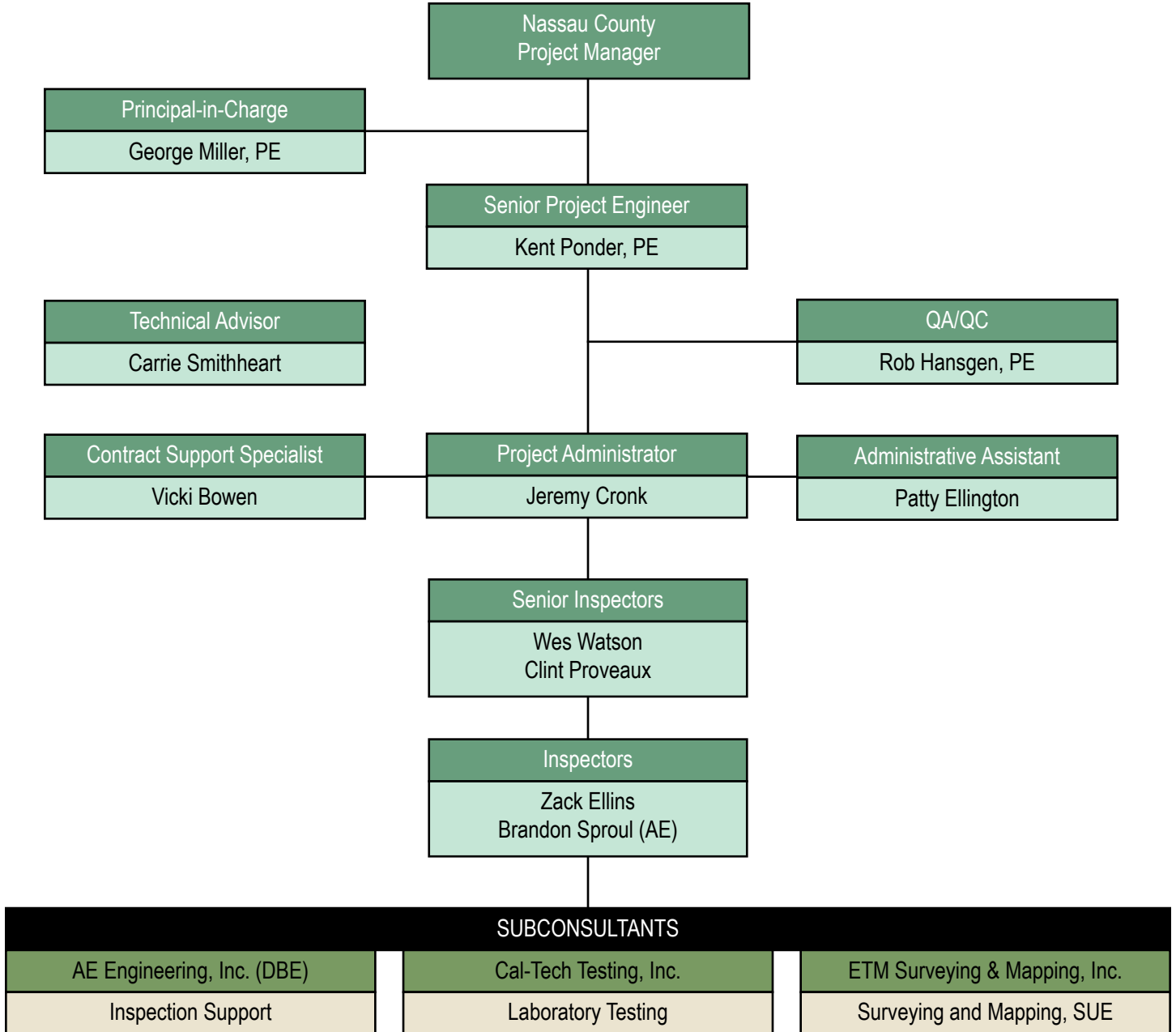
Years Working with ETM: 42

Address: 14775 Old St. Augustine Road, Jacksonville, Florida 32258

Phone Number: (904) 642-8550

FDOT Prequalifications: 8.1, 8.2, 8.4

ORGANIZATIONAL CHART



D. LOCATION OF OFFICE

ETM is headquartered at 14775 Old St. Augustine Road in Jacksonville, Florida. Additional ETM offices are located in Yulee, Gainesville, Daytona Beach, Ormond Beach, and Orlando. **All work will be completed from ETM's Jacksonville headquarters along with our Yulee office, located at 463688 State Road 200 #7, Yulee, Florida 32097. The travel time from our Yulee office to the project is approximately 5 minutes away.**

E. KNOWLEDGE/COMPLIANCE WITH STATE/LOCAL LAWS

ETM is a corporation organized under the laws of the State of Florida and as such, we are familiar with State laws. **Additionally, we have a local office in Nassau County at 463688 State Road 200 #7, Yulee, Florida** and our headquarters is located in Jacksonville. These locations provide us with in depth knowledge of local laws and permitting requirements. To date, ETM has never placed a claim against our professional liability insurance.

F. SIGNIFICANT/UNIQUE AWARDS

ETM has worked hard to earn our reputation as a firm that provides outstanding service and quality deliverables to our clients. A measurement of our firm's success is symbolized in the recognition we have received for similar projects through various awards from well-recognized industry associations.

These awards embody the long-standing relationships and mutual respect that our team has fostered with Northeast Florida clients and contractors who recognize our staff as problem solvers, and work with us towards mutually beneficial award-winning project solutions.

- Top 5 Engineering Firms in the Jacksonville Business Journal's Book of Lists, 2023
- Top 500 Engineering Firms by Engineering News-Record, 2023
- Ranked 6th by Nationwide Roads & Bridges Magazine - Newnan Street Bridge
- Florida Planning and Zoning Association (FPZA), Green Design Road - Old Plank Road
- American Council of Engineering Companies - FL, Outstanding Design Build - SR 9B Phase 3 New Alignment
- Florida Transportation Builders' Association (FTBA), Statewide Best in Category Bridge - Newnan Street Bridge Replacement

Our firm's success is reflected in the various awards from the well-recognized industry associations below:

FTBA Best in Construction

- I-295/Heckscher Drive Interchange (w/ Superior Construction)
- SR 21 (Blanding Boulevard) Resurfacing (w/ Hubbard Construction)
- Newnan Street Bridge Replacement - Bridge (w/Hal Jones)
- I-95/Old St. Augustine Road Interchange (w/ JB Coxwell)
- US 17/Doctor's Inlet Bridge Widening (w/ Archer Western)

Design/Build Institute of America Transportation

- I-95/SR 9B Phase II System Interchange (w/ Superior Construction)
- SR 9B Phase III New Alignment (w/ Superior Construction)

Florida Planning & Zoning Outstanding Public Study

- Nassau County Transit Study
- JTA Route Optimization

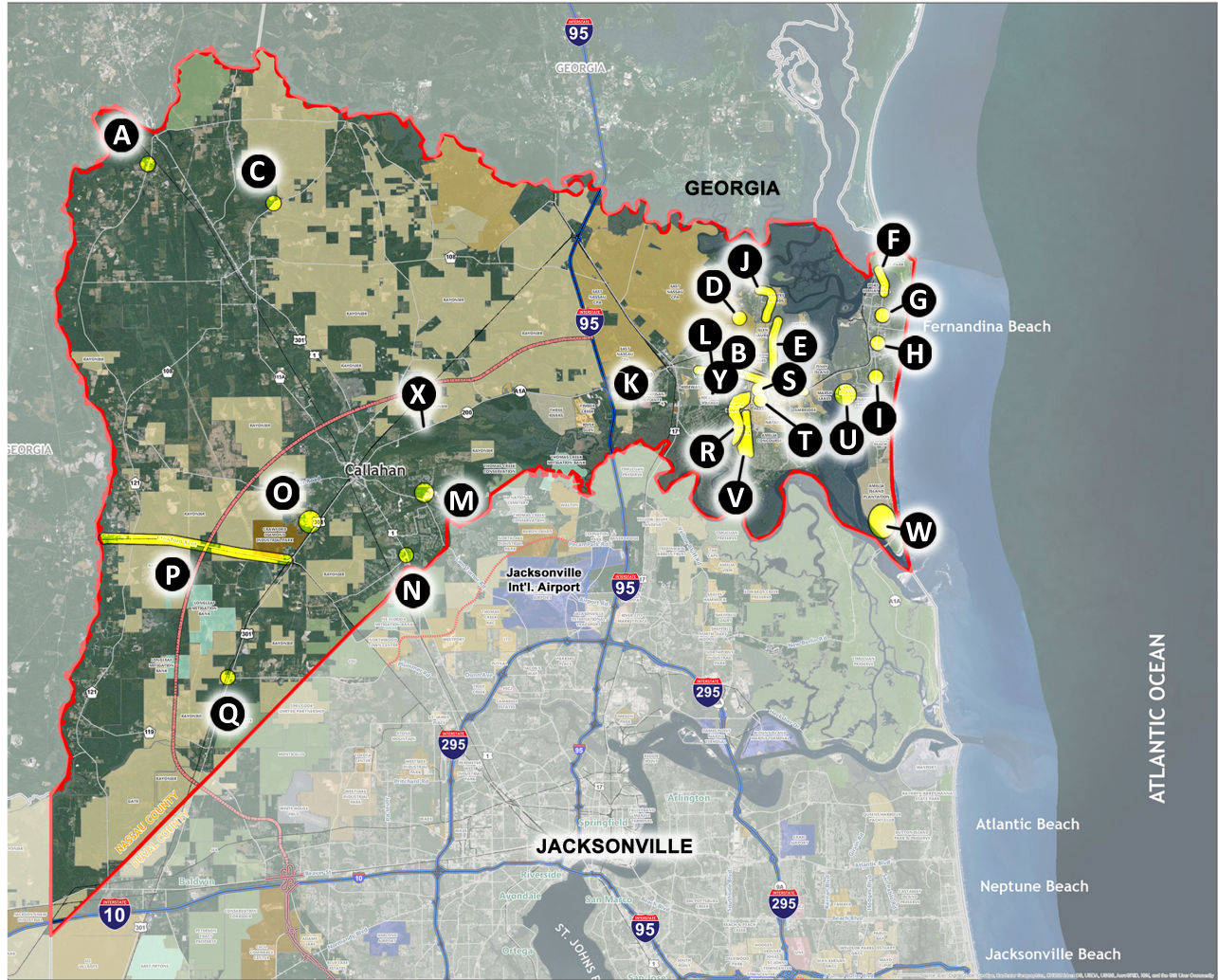
American Public Works Association

- National Award for Historical and Restoration Project for City of St. Augustine's Downtown District Improvements District



Tab 4

PROJECT UNDERSTANDING, APPROACH AND METHODOLOGY



ETM'S NASSAU COUNTY EXPERIENCE

PROJECT	CLIENT	PROJECT	CLIENT
A CR 121 Pond Construction CEI	Nassau County	N US-1 at Ratliff Road CEI	Nassau County
B Pages Dairy CEI	Nassau County	O US-301 at Sandy Ford Rdoad CEI	Nassau County
C CR 115 A Bridge over Little St. Mary's River	Nassau County	P Crawford Road CEI	Nassau County
D Chester Road DSAP 2	A.V. Homes	Q US-301 at Ford Road Intersection Improvements CEI	Nassau County
E Blackrock Road CEI	Nassau County	R North Hampton	Landmar / Crescent
F 14 th Street from Hickory to Atlantic Avenue	Nassau County	S Flora Parke	SEDA
G Lime St. Drainage Improvements CEI	Nassau County	T Amelia Concourse	Rayonier
H Citrona Dr. at Sadler Road CEI	Nassau County	U Crane Island	A.V. Homes
I 14th St. at Simmons Road CEI	Nassau County	V Amelia Walk	Landmar / Crescent
J Blackrock Road FDR	Nassau County	W Long Point	Amelia Island Plantation
K Wildlight Road CEI	NCSB	X Nassau County Transit Study	North Florida TPO
L SR 200 CEI	FDOT	Y Pages Dairy Water Main	JEA
M Lem Turner at Spring Lake Dr. CEI	Nassau County		

4 PROJECT UNDERSTANDING, APPROACH AND METHODOLOGY

As we have stressed throughout this response, we feel it is crucial to re-emphasize the significance of the distinctive assets and unparalleled expertise that our proposed team contributes to the William Burgess Extension project. The following themes will be highlighted throughout this section:

1. **Corridor Familiarity:** Highlighted by our successful management of prior Nassau County projects over the last decade, including the three Pages Dairy Road Projects and FDOT's SR 200.
2. **Team Continuity:** Benefit from the consistency of having the same team that successfully executed similar corridor projects with comparable scopes.
3. **Technical & Practical Experience on Similar Large Projects:** Our team offers indispensable technical and practical expertise, particularly on larger projects; the William Burgess Extension is essentially a miniature version of SR 200.
4. **Strong Relationships (EOR, County & Contractors):** We have established working relationships with every contractor likely to bid on this project. Our robust, enduring relationship with the EOR, coupled with collaboration with Robert Companion, enhances the effectiveness of our team.
5. **Nassau County, FDOT, and JEA Project Experience:** Our team is adept at interpreting and enforcing this project's varied specifications (County, FDOT, and JEA), ensuring meticulous tracking of pay items separately for accurate fund allocations.



Amount	Project
\$3.99	US 1 at Ratliff Road (62% Over Time Due to FAA Utility Conflict)
\$30,670.13	US 301 at Sandy Ford Road
\$14,853.34	US 301 at Ford Road
\$8,072.50	Citrona Drive at Sadler Road
\$1,308.20	CR 121 Pond Construction (2.1% Over Time Due to Redesign)
\$7,229.02	Lem Turner at Spring Lake Drive
\$14.38	14th Street at Simmons Road
\$61,817.04	14th Street from Hickory Street to Atlantic Avenue (Efficient Management of Staff)
\$57,451.42	CR 115A Bridge Over Little St. Mary's River
\$44,867.22	Chester Road Resurfacing

ETM, specifically our proposed team, brings substantial value to the partnership with Nassau County, backed by over 13 years of collaborative experience since 2010. Our expertise and corridor familiarity has been instrumental in the successful construction of various projects, covering roadway, bridge, drainage, and utility improvements.

Some notable County projects include:

- Pages Dairy Resurfacing
- Blackrock Road Improvements
- Andrew Road Resurfacing
- Chester Road Resurfacing
- Sadler Road Diet
- US 1 at Ratliff Road
- 14th Street, Hickory to Atlantic

Through both our standalone and continuing services contracts, ETM has contributed significantly to cost savings, amounting to \$226,287.24 in CEI funds for the County. Our commitment to efficiency and excellence is reflected in these tangible outcomes.

Beyond County projects, ETM has played a pivotal role in key FDOT and JEA initiatives. Our involvement spans impactful projects such as the CR 200A Lofton Creek Bridge Replacement under FDOT, the JEA Watermain Replacement and CR 200A Pages Dairy (all managed concurrently in the same footprint), and notably, this projects comprehensive big brother, the SR 200 Reconstruction Project.

PROJECT UNDERSTANDING

The William Burgess Extension Project serves as the inaugural phase of the William Burgess Overlay District, which envisions the development of a future regional park and activity center. Positioned as the gateway to a potential parallel route to SR 200, the project incorporates a touch of sophistication with the installation of ornate and decorative lights. This forward-looking approach not only enhances the immediate project aesthetics but also sets the tone for the future growth and significance of the William Burgess Overlay District as a vibrant and well-designed community hub.

In our desire to provide CEI services on this project, our team engaged in early discussions with the Engineer-of-Record (EOR), Ron Hoogland, PE. GAI Consultants, Inc. is in the process of finalizing the construction timeframe for the project. Although not all quantities were available, ETM's analysis, based on FDOT average production rates and the information from the available plans, indicates that the anticipated duration for project construction is approximately one year. This estimate provides a preliminary understanding of the timeline and will be refined as additional details and quantities become available during the finalization of the construction plans. The William Burgess Extension Project will be managed by Robert Companion, PE (reference number: 904-468-0005), whom we have worked with previously on many successful projects. The William Burgess Extension project involves creating a new two-lane extension of William Burgess Boulevard, spanning from US 17 to Miner Road. The project encompasses:

1. Construction of 1.5 miles of new roadway, with similarities to SR 200.
2. Building roadway drainage facilities, mirroring the approach used in SR 200.
3. Establishing a new 12' wide multi-use path, a specialty of ETM.
4. Implementing intersection improvements at the Miner Road intersection (SR 200).
5. Signalization and intersection enhancements for US 17, following the model of SR 200.
6. Creating four retention ponds, with two being shared, drawing parallels to SR 200.
7. Incorporating two roundabouts, a specialty of ETM.

<p>Concern Raised: Discrepancy in the Estimated Duration of the Construction Contract.</p>
<p>Analysis: The initially stated duration of 5-months for the construction contract, as answered in Addendum #2 appears to be inaccurate due to a potential misalignment with the estimated timelines for specific construction activities. ETM's analysis, using FDOT average production rates, suggests a longer duration of 106 working days or 5-months for stormwater pipe and structure installation alone.</p> <ul style="list-style-type: none"> • 73 days (10,903 LF total of pipe/150LF per day) • 33 days (130Ea Total Structures/4 per day) to install drainage structures for pipe installation
<p>Recommendation: It is advisable to re-evaluate and provide a revised estimate for the duration of the construction contract. This will help in setting realistic expectations and ensuring that the project schedule accurately reflects the time required for each phase of construction. Clear communication with all relevant stakeholders, including the County and the contractor, is crucial in addressing this concern.</p>

The project encompasses many utility companies such as FPL, Comcast, AT&T and Florida Public Utilities. The most important utility will be JEA, as the project will involve extensive pressure main installations. We will leverage our relationship with JEA to coordinate the JEA installations and tie-ins. Having provided CEI services for **JEA water main and force main installations** on many past projects throughout our 46 year history in Northeast Florida, ETM is well versed in JEA protocols. Our team holds in-depth knowledge of JEA utility work, JEA Standards, FDEP horizontal/vertical separation requirements, testing requirements and protocols (BACT's and Pressure Tests), Certification of Clearance (COC) requirements as well as the final JEA As-Built submittal for final acceptance. Our team is uniquely qualified to oversee this project and provide **coordination and documentation of a multiple agency funded project with the consistency of one firm!**

In our project research, we reviewed and discussed JEA's 16" water main construction estimate of \$3,461,230 and 16" force main construction estimate of \$933,269. Our team has a successful history working with key members of JEA, including Susan West, the Planning Manager, Beth DiMeo, PE, Senior Manager-W/WW Project Engineering & Construction, and Danniell Colley, JEA Joint Projects Manager. Notably, Beth DiMeo played a crucial role in the successful Pages Dairy Project (reference 904-599-7591). For future interactions, our team will coordinate with Wayne McDowell, the JEA Project Manager (reference 904-219-3512), while our field staff, consisting of Wes Watson (ETM) and Jim Castor (JEA), remains consistent from the Pages Dairy Road Project.

ETM is fully cognizant of the integral partnership with JEA in the William Burgess Extension Project. Additionally, the roadway alignment runs adjacent to JEA property, emphasizing the need to ensure proper access to their reuse pumping station. Given the extensive property owned by JEA, their role as a significant stakeholder is magnified, making their considerations and requirements a crucial aspect of project execution. ETM is dedicated to addressing and incorporating the needs of JEA as a key partner, recognizing their substantial role in the successful realization of the William Burgess Extension Project.

ETM recognizes the significance of a major milestone, expected to be partially achieved near the curve closer to US 17. The property owner has already dedicated the right-of-way in this area, and with the approaching 10-year mark in June 2024, it becomes crucial for the County to demonstrate substantial progress to ensure the validity of the agreement. Meeting this milestone is pivotal not only for project advancement but also for upholding the terms of the agreement with the property owner. ETM is committed to facilitating the necessary progress to meet the County's expectations and maintain the integrity of the dedicated right-of-way.

To thoroughly grasp the project scope and formulate our approach, we followed a methodology that included obtaining plans, consulting with stakeholders, reviewing contract documents, conducting field inspections, and comparing field conditions with the contract specifications. This involved adherence to the following key steps:

1. Acquiring copies of the plans and specifications.
2. Engaging in discussions with the EOR to address critical issues identified during the design phase.
3. Conducting a comprehensive Constructability Review of the plans, which includes the following aspects:
 - a. On-site visit
 - b. Review Maintenance of Traffic (MOT) strategies
 - c. Ensuring school access is maintained
 - d. Facilitating resident access
 - e. Addressing mail delivery requirements
 - f. Planning for emergency access, including police and fire station needs, and signal preemption during and after emergencies
 - g. Considering time-sensitive issues and funding requirements
 - h. Local issues, such as community events
 - i. Managing hazardous materials
 - j. Scheduling
 - k. Addressing environmental concerns
 - l. Managing impacts related to railroads
 - m. Handling utilities, including existing infrastructure, relocations, schedules, and new installations
 - n. Managing grade changes
 - o. Implementing temporary drainage solutions
 - p. Planning construction staging
 - q. Monitoring vibrations
 - r. Overseeing signalization
 - s. Resolving drilled shaft conflicts
 - t. Addressing lighting requirements
 - u. Providing solutions for identified issues

Understanding and effectively addressing the key project scope challenges, proposed construction activities and work type issues derived from the above process is paramount for our team as we endeavor to secure the trust and confidence of the County in selecting our CEI Firm. Here are our identified observations from our Constructability Review and our firm's suggested solutions:

Observation: Given that the William Burgess Extension Project involves primarily greenfield construction, access to the project is constrained to tie-ins at US 17 and Minor Road. The proximity of Yulee High and Middle Schools at the Minor intersection, coupled with the necessity to construct the eastern section of the project first, suggests that contractors may prefer using US 17 for project access. Considering the substantial volumes of fill and excavation involved, a significant increase in dump truck traffic is anticipated during these operations. **Suggestion:** ETM recommends enhancing the MOT along US 17 and William Burgess to facilitate safe entry and exit of construction equipment. This enhancement can be achieved by adding additional signage and mandating the presence of flaggers to assist with the safe maneuvering of trucks entering and leaving the project site. This proactive measure

aims to ensure the safety of both construction personnel and the general public by effectively managing the increased traffic and potential challenges associated with the construction activities.

Observation: The existing fence around Pond D (Pond C while under construction). **Suggestion:** Due to the proximity of the school, it is recommended that the new fence be installed before removing the existing fence. This proactive measure aims to keep the students protected from the pond during the construction process.

Observation: CSX Railroad Crossing at Williams Burgess. **Suggestion:** Although the project starts outside of the Railroad (RR) right-of-way, it is anticipated that the nature of construction and the equipment used may encroach on the RR right-of-way. To ensure safety, it is recommended to have RR flaggers in place when work is being performed near the RR line. This precautionary measure helps manage potential risks associated with construction activities close to the railroad crossing.

Observation: CSX Railroad Crossing at Williams Burgess.

Suggestion: Considering the proximity of the work to the right-of-way, it is advisable to assess whether the contractor needs insurance to perform the work. Insurance can provide coverage for potential liabilities and risks associated with construction activities near the RR crossing. This precautionary step ensures compliance with safety regulations and mitigates financial risks for all parties involved.

Observation: Mailboxes along US 17 at new William Burgess location. **Suggestion:** It is recommended to consult with the EOR and the US Postal Office for clarification on the status of the existing mailboxes. Determine whether they need to be relocated or if removal is permissible. Coordination with the EOR and the US Postal Office ensures compliance with design specifications and local regulations regarding mailbox placement, contributing to a smooth construction process.

Observation: Unity Fiber along US 17 - A Unity fiber was identified during the field review, running parallel to US 17, but not documented in the plans. **Suggestion:** It is advised to ensure the contractor contacts relevant utility locating services to identify and physically locate the Unity fiber before undertaking activities such as installing the new 16" watermain or the pipe run from S-114 to S-115. This proactive measure helps prevent conflicts with existing utilities, minimizing potential disruptions, and ensuring the integrity of the project. Coordination with utility providers is crucial for accurate project execution.

Observation: Possible drainage conflict at Station 43+90 LT - Plans indicate the installation of a fire hydrant, which appears to be in conflict with pipe run S-24B to S-25. **Suggestion:** To address this issue, it is recommended to collaborate with the Contractor and ensure that the 6" fire hydrant pipe is installed at a lower elevation, maintaining the 1' separation required by JEA. Clear communication and coordination with the Contractor are essential to avoid conflicts, ensuring compliance with regulations and maintaining the integrity of the drainage system. This proactive approach helps prevent issues during construction and contributes to the overall success of the project.

Observation: Multiple wetland areas shown in the plans. **Suggestion:** Given the presence of multiple wetland areas as indicated in the plans, it is crucial to exercise great care to prevent sediment from leaving the project site and entering these wetland areas. To mitigate the risk of off-site discharge, consider implementing additional erosion control devices. Proactive measures in sediment control not only protect the environment but also demonstrate a commitment to responsible construction practices. Coordination with the Contractor and adherence to best practices for erosion control are essential for the successful and environmentally conscious execution of the project.

Observation: Theresa Court in its Existing Condition is a Cul-de-Sac with Two Homes Located on It. **Suggestion:** Considering the proposed plan to remove the cul-de-sac and construct a road connecting William Burgess and Radio Court, it is imperative to ensure clear communication with the homeowners directly affected by these changes. Proactive communication during the construction phase is essential to keep residents informed about the project timeline, specific activities, and any potential impacts on their access. Establishing a transparent and consistent line of communication will help address concerns, minimize disruptions, and maintain positive relations with the affected homeowners throughout the construction process.

Observation: Discrepancy in plan sheets regarding the 12' shared path material - Sheets 45 and 46 specify a change from asphalt to concrete, while Sheet 50 calls for the path to remain asphalt. **Suggestion:** To address the inconsistency in the material specified for the 12' shared path, it is recommended to coordinate with the EOR for clarification. Seeking clarification will ensure accurate and consistent information throughout the project documentation. This proactive approach will help avoid potential misunderstandings during the construction phase and contribute to the overall smooth execution of the William Burgess Extension project.

Observation: Communication with schools is crucial during construction activities. **Suggestion:** Given the construction activities in proximity to schools, effective communication is paramount. It is recommended to establish a communication plan with the schools, emphasizing the importance of timely and clear information regarding construction schedules and potential impacts. This proactive approach will help mitigate disruptions during busy times, such as pick-up and drop-off hours. Regular updates and collaboration with school officials can enhance overall coordination and understanding, contributing to a smoother construction process for the William Burgess Extension project.

By recognizing and addressing these observations, **our team fully understands this project** and is committed to delivering an approach that prioritizes the needs and concerns of all stakeholders. Addressing these observations and implementing the suggested actions will contribute to smoother project execution and minimize potential issues during the William Burgess Extension Project.



SUMMARY OF PROJECT UNDERSTANDING

Communicating with the Traveling Public and Residents: Effective communication with the public and residents to keep them informed about project developments, traffic changes, and alternative routes to minimize disruptions, both on US 17 and especially on Miner Road during parent drop-off and pick-up.

Communicating with Schools: Establishing clear and efficient lines of communication with local Yulee High and Middle Schools to minimize disruption to their operations and coordinate construction activities effectively and safely (Jeffrey Bunch, Director of Facilities Nassau County School Board).

Preserving Access to Yulee High and Middle Schools - This will be of utmost importance in our project considerations. Ensuring ease of access and prioritizing student safety are paramount concerns. ETM is committed to implementing measures that guarantee uninterrupted access for the school community, emphasizing safety protocols to safeguard the well-being of students. **Our approach takes into account the critical role these institutions play in the community, and we are dedicated to minimizing disruptions while prioritizing the safety and convenience of students, staff, and visitors.**

Maintaining Proper Maintenance of Traffic (MOT) and Pedestrian Traffic: Implementing and upholding robust MOT measures to guarantee the safety and convenience of both vehicular and pedestrian traffic.

Managing Neighborhood Expectations: Effectively managing the expectations of a vocal community to ensure that the project aligns with their interests and values.

Preventing Contamination of Waters of the State: Implementing stringent environmental protection measures to prevent contamination of nearby water bodies and ensuring compliance with regulations that safeguard the Waters of the State.

Adherence to CSX Safety Guidelines: Drawing from our extensive experience working projects within CSX right-of-way, particularly on projects like Pages Dairy Road and the ongoing Broward River Bridge Replacement, our team is well-versed in the stringent safety protocols mandated by CSX. We recognize the critical importance of strict adherence to these guidelines to ensure the safety of all personnel involved in the project. Some key safety measures and guidelines that our team is familiar with include:

- **Attire Regulations:** Stakeholders within the CSX right-of-way are typically required to adhere to specific attire regulations. This may include the prohibition of wearing rings, carrying a phone, and the mandatory use of steel-toed boots, among other safety gear.
- **Safety Shutdown Protocols:** CSX is known for its rigorous safety standards, and any violation of these standards could result in project shutdowns. Understanding and strictly adhering to safety protocols is crucial to maintaining a safe working environment and preventing disruptions to the project timeline.
- **Communication of Safety Guidelines:** Our team recognizes the importance of effectively communicating CSX safety guidelines to all project stakeholders. This includes construction personnel, contractors, and any other individuals working within the CSX right-of-way.

By leveraging our unique understanding of CSX safety guidelines, we aim to ensure that all individuals involved in the project are well-informed and compliant with the specific safety measures mandated by CSX. This proactive approach not only enhances safety on the worksite but also contributes to the overall success and efficiency of the project.

(Per the RFQ) Provide a comprehensive narrative, outline, and/or graph demonstrating the firm's understanding and approach to accomplishing the Scope of Services in Exhibit "A."

PROJECT APPROACH AND METHODOLOGY

ETM's approach centers on a program of principles for managing professional services in transportation projects. At the core of our management methods is the Team Approach, known as the ETM Way, which emphasizes a sense of "Ownership" supported by principles such as Team Building, Problem Solving, and Effective Communication. By professionally executing these three fundamental principles, ETM can adeptly meet the specific needs of Nassau County with both flexibility and accountability. Our sense of "Ownership" extends to partnering with all stakeholders involved, recognizing that the Contractor's challenges are ours, as well as those of our Client and the Community. We operate in a spirit of cooperation with the Contractor to reduce their exposure, thereby mitigating or eliminating Nassau County's exposure. This collaborative and proactive approach reflects our commitment to ensuring project success and minimizing risks for all parties involved.



ETM has consistently been embraced by our clients as an "extension of staff." This acknowledgment is primarily attributed to our demonstrated sense of "Pride" and "Ownership" in our projects. We take pride in our work, treating each project as if it were our own and demonstrating a deep sense of ownership throughout its lifecycle. This commitment has enabled us to effectively communicate with all levels of our clients' organizational structure. From the Board of County Commissioners to Engineering Personnel, Procurement, Public Relations, and Maintenance Departments, we engage proactively and adapt our communication style to suit the needs of each stakeholder. Our ability to listen to our clients and understand their perspectives contributes to successful collaboration and ensures that our services align seamlessly with their expectations and requirements.

Our expertise extends beyond project management and technical aspects to effectively responding to community concerns and communicating responsible project information with adjacent landowners. We understand the importance of keeping the public informed about project schedules and upcoming milestones. Our commitment to timely communication, taking and returning calls, and addressing questions reflects an intrinsic value that we bring to Nassau County.

A testament to our proficiency in handling public relations is the \$31 Million Doctor's Inlet Bridge Widening Project, where the FDOT expressed confidence in our ability to manage public complaints. They specifically requested our CEI field office number to be listed on the Project Information signs, deviating from the traditional project hotline. This endorsement underscores our capability to navigate and address public concerns effectively, contributing to a positive and transparent project experience for all stakeholders involved.

Procedures & Guidelines: Kent, Jeremy, and Vicki, who play pivotal roles in our team, possess a deep understanding of the procedural intricacies, guidelines, and specific requirements necessary for adherence to County, JEA and FDOT standards. This includes the preparation of error-free final estimates and daily documentation, securing FHWA approval, creating Work Orders (WOs) and Supplemental Agreements (SAs), proficiently using tools like BlueBeam and ensuring adherence to project plans and specifications and standard plan stipulations. We also prioritize Compliance Process and Procedures Review implementation, along with compliance with specifications and special provisions. Our dedicated inspection staff effectively utilize Statewide and Critical Requirement Guidelists, displaying efficiency in ensuring the highest level of quality and compliance throughout project administration.

Budgets & CPM Schedule Reviews: Understanding the critical relationship between time and budget, ETM is committed to proactively addressing issues that could lead to cost overrun or project schedule delays. Our seasoned management approach in administering construction contracts involves vigilant monitoring of both construction and CEI budgets. We employ various management techniques to ensure effective project control, including:

1. **Pre-Construction Survey:** Conducting extensive pre-construction surveys, including photographic, video, and field measurements of existing conditions, special assessments of private improvements within public right-of-ways, and existing utilities.
2. **Submittal Matrix:** Providing Contractors with a matrix outlining required submittals based on Contract Documents, including schedules, QC Plans, affidavits, certifications, shop drawings, etc. This ensures transparency and communication among all team members and County staff.
3. **Pre-Work Meetings:** Scheduling and administering Pre-Construction, Pre-Utility, and Pre-Paving Meetings, as well as internal pay item review and documentation meetings.
4. **Community Outreach Program:** If required by Nassau County management staff, ETM can extend a Community Outreach Program, providing access to project information, updates to communities of interest/impact, establishing email services for questions and notifications, building relationships with key personnel (e.g., School Board, emergency services, neighborhood leaders), and coordinating with entities such as School Bus service and Traffic Engineering for detour routes.

In terms of schedule reviews, ETM employs a collaborative team approach that incorporates input from management and inspection personnel. This approach considers the differing perspectives each team member brings. We examine the logical sequence of work activities, evaluate durations, correlate field production rates to the identified Contractor resources, and focus on key milestone dates. Our goal is to track all stakeholder responsibilities and identify potential delays early. While the Contractor controls the means and methods, our proactive questioning approach helps ensure progress and adherence to schedules. Our commitment to transparency and collaboration sets us apart in maintaining effective project management for Nassau County.

A meticulous analysis of the Critical Path Method (CPM) schedule is paramount to ensuring the on-time or ahead-of-schedule completion of each project. Kent holds the responsibility for conducting and documenting these schedule reviews. Our approach combines field experience with the utilization of industry-standard tools such as P6 and Claim Digger software to perform comprehensive activity-activity, resource loading, and logic reviews for each schedule.

We firmly believe that our field perspective and real-world experience are invaluable assets in distinguishing a well-structured schedule from a suboptimal one. This field perspective allows us to conduct a holistic review, ensuring that the contractor has thought through the project's construction, incorporated adequate lead times for critical materials, employed logical construction sequences and durations based on real-time and real-world conditions, and allocated time for technical specification requirements.

Our commitment to schedule review is unwavering, commencing with the baseline submittal and continuing after each monthly estimate submission and any addition of time through Supplemental Agreements or time requests.

One illustrative example of our schedule review efforts is derived from our work on the I-295/Heckscher Interchange project. In this case, the Cost Saving Initiatives (CSI) procedure permitted the Department to grant time for the development of a CSI, as stipulated in Specification 4-3.9.1(4), prior to commencing construction. The Department chose to initiate construction and CSI development concurrently, rendering the originally submitted baseline schedule ineffective. Through numerous iterations and detailed reviews, ETM ensured the contractor developed a pre-CSI baseline. This baseline accurately accounted for the CSI design and submittal timelines, and it accurately represented the limited field work that could be executed during the CSI's development and submission phases. This effort is emblematic of our commitment to meticulous schedule management and our ability to adapt to dynamic scenarios.

Construction Project Management Methods & Effectiveness: Our team possesses proficiency in various construction project management methods and techniques, exemplified by our commitment to structured communication and efficient coordination. Key practices we implement include:

1. **Bi-weekly Meetings:** Our bi-weekly meetings serve as a vital platform for collaboration, involving representatives from various stakeholders, including the EOR, FDOT, Public Information Office (PIO), utilities, local agencies, and the contractor. This regular engagement facilitates real-time communication and ensures that everyone is aligned on project progress and requirements.
2. **Mandating Pre-Operation Meetings:** We understand the critical importance of comprehensive pre-operation meetings before major construction activities commence. Whether it's for activities like MOT installation, demolition, milling, asphalt paving, or any other significant operation, these meetings help establish clarity, safety protocols, and smooth execution.
3. **Issue Tracking:** We maintain detailed logs to track various issues and key dates related to Notices of Intent (NOI), Requests for Information (RFI), Requests for Clarification (RFC), and Requests for Modification (RFM), among others. The systematic tracking of these items ensures that nothing falls through the cracks and promotes swift resolution.
4. **Quantity Verification:** Quality control is integral to our internal processes. We emphasize a triple-check approach for quantities to guarantee accuracy and compliance, ultimately ensuring that proper payment is made for the work completed.

These are only a few of the practices that reflect our commitment to effective project management, open communication, issue resolution, and rigorous quality control, all of which contribute to successful project execution and stakeholder satisfaction.

Proactive Issue Resolution: Handling unforeseen conditions are paramount to ensuring the project schedule remains on track. Our team adheres to a proactive approach to promptly address and resolve any issues that arise, without shifting responsibility or allowing problems to jeopardize project timelines. Kent and Jeremy are dedicated to embracing challenges, making informed decisions, and facilitating resolutions to maintain the project's smooth progress.

For example, on the CR 200A JEA Pages Dairy Road project, for approximately 285 LF, there were several very large, old, and majestic oak trees that could be lost due to the alignment of the new main that would compromise the existing root sections of the trees when trenching commenced. The ETM Team reviewed the site and proposed shifting the main away from the trees to mitigate possible root damage. ETM reviewed the proposed realignment with the Designer, Nassau County, JEA and the property owner. Upon review, JEA agreed to implement ETM's suggested realignment. This did 3 things: first of which mitigated potential root damage to the existing large oak trees within this corridor; secondly, the elimination of 2 16" 22.5 degree bends provided JEA a cost savings of \$1,500; and thirdly, established a working relationship with the property owner that alleviated any possible future complaints.

Quality Control Techniques: Our ultimate goal is to deliver a high-quality project within the contract budget and timeline and that goal cannot be reached without Quality Control. ETM always utilizes proven resources for our project-specific QA and Final Estimate certification program including the application of FDOT Guidelists to inspection procedures, internal multi-step checks of documentation and the use of internal and third-party experts (Melinda Rainwater, JEAces) to conduct Project Quality Assurance Reviews.

For example, our three-step process starts with the Sr. Inspector reviewing all daily reports and quantities, then the CSS utilizes a secondary marker to review field book quantity tracking logs and submits to our PA for a final full document review prior to approval for payment and finalizing the as-built certification. This process has resulted in our SR 200 estimates being submitted ahead of schedule with no noteworthy issues!

Ability to Make Decisions and Facilitate Resolution: Our team embraces opportunities to solve problems, make decisions and facilitate resolutions because these opportunities (some may call them challenges) are what sets us apart. **Our ability to resolve issues and keep them "under the radar" is a testament to our ability to make decisions and facilitate resolutions.**

For example, during our past US 1 project for FDOT (FIN 423408-1-52- 01), it became apparent that the depth of the milling at the lane interfaces was much deeper than anticipated and should have been associated with a different typical section. We performed a full project field review and found this affected approximately 50% of the project. Our resolution was to change the milling control point for the remainder of the project and apply a combination of additional milling and overbuild to bring the affected roadway back to its original state. **Because of our proactive efforts and decisions,** costs associated with this field change were minimal.

Per the RFQ - Describe the firm's approach in developing cost estimates for each task.

ENGINEERING COST ESTIMATE APPROACH/METHODOLOGY

Our Proactive Engineering Cost Estimate Processes are customized to the specific needs of the project, ensuring efficiency, effectiveness and cost savings. Providing accurate cost estimates is critical for ensuring reasonable and fair amounts of compensation. ETM uses a multifaceted approach, i.e., Actual Costs, Historical Data and a combination of both. The approach selected depends on the issue at hand. For instance, are there current contract pay items that already have unit costs associated with them or not, is time a factor, should we utilize a time and material approach, etc.? ETM utilizes existing contract unit cost pay items, FDOT's Historical Statewide and Areawide unit cost averages, Equipment Watch, US Department of Labor's Annual Wage Rate information, FDOT's Production Rate Guidelines, FEMA Annual Equipment and Wage rates, etc., to provide accurate cost estimates for our clients. In addition to the above, other factors may need to be accounted for, i.e., cost inflation/deflation over time, overhead and profit allowances, small vs. large quantities.

As an example of our multifaceted approach, on our recent FDOT SR 200 widening project, the contractor encountered existing concrete under the existing southbound roadway that was not shown in the plans. ETM reviewed the 1974 roadway plan as-builts, used a plotting program to plot the past roadway plan top of concrete elevations and current plans bottom of subgrade elevations and plotted where existing concrete was expected to be encountered and require removal, used time and material logs to document concrete removals during the investigation period, as not to delay the contractor, and ultimately calculated the additional concrete removals necessary within 0.7% accuracy. It was estimated that 38,008 SY of existing concrete would need to be removed. At the end of the day, the actual amount removed was 37,754 SY. During negotiations with the contractor ETM also secured the addition of 111 Non-Compensable contract days, resulting in substantial cost savings of over \$403,000.

CEI COST ESTIMATE APPROACH/METHODOLOGY

To generate a precise CEI Cost Estimate, we initiate the process by obtaining detailed plans and conducting a thorough site visit, allowing us to comprehensively grasp the project's requirements. With this granular understanding, we align our resources closely with the project scope to facilitate effective project management. Our goal is to strategically assign individuals with relevant experience to specific tasks, guaranteeing the delivery of a high-quality project for the County. We prioritize understanding the project's phasing and identify elements that necessitate specific timing, a crucial factor in accurately determining manhours. This meticulous approach ensures that our cost estimate reflects both the intricacies of the project and our commitment to delivering exceptional results. This strategic approach underscores our commitment to delivering excellence in every aspect of the project's execution.

Concern Raised: Discrepancy between County Specifications and Lane Closure Restrictions.

Analysis: Plans call for no lane closures from 6:30am to 8:00pm. Any work requiring a lane closure will have to be done at night. County Specifications require Contractors to work 8-hour days Monday through Friday.

Recommendation: It is advisable to re-evaluate and clarify all contract documents to be aligned.

Per the RFQ - 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.

Building on the innovative concepts and cost containment solutions outlined throughout our Project Understanding, Approach and Methodology, we aim to summarize, expand, and introduce additional strategies in the following ways listed below.

Detailed Project Documentation: DWRs, correspondence tracking, RFI/submittal tracking logs, etc.

Pre-Construction Survey: Engaging in pre-construction documentation is a proactive measure that mitigates the County's vulnerability to potential claims from contractors or residents. This meticulous process serves to safeguard against disputes by accurately recording the conditions before construction commences.

Efficient Scalable Staffing: We advocate for an efficient yet adaptable staffing strategy that not only reduces costs for the County but also ensures the delivery of high-quality services for this project. With a streamlined approach, we possess the personnel capacity to swiftly enhance staff engagement to meet any escalated workload demands.

Internal Project Review Meetings: ETM is committed to maintaining a proactive stance throughout the project's life cycle by conducting regular internal project review meetings. This approach ensures that we stay ahead of construction activities, anticipating challenges, and addressing potential issues before they escalate. These review meetings serve as a platform for collaboration, allowing our team to assess progress, align resources effectively, and make informed decisions to optimize project outcomes. By consistently staying a step ahead, ETM aims to enhance project efficiency, minimize risks, and deliver successful results.

GAI Relationship: Beyond conducting Constructability Reviews, ETM has fostered a close collaboration with GAI, the current design team led by Ron Hoogland and Randal Thompson, on prior projects. The significance lies in the established trust stemming from our collective past working relationship. This trust between our firms and the design team offers Nassau County a proven partnership adept at addressing unforeseen problems and resolving issues. Instead of engaging in disputes over errors and omissions, our history of collaboration fosters a cooperative environment focused on effective problem-solving for the success of the William Burgess Extension project.

Constructability Review: In our preceding Project Understanding section, we presented a representative Constructability Review. These reviews are instrumental in identifying and mitigating potential issues that could extend the project duration and increase costs for Nassau County. Addressing potential "Constructability" concerns upfront, before the commencement of construction, offers an opportunity to contain costs during the project's execution. ETM's objective is always to minimize clients' exposure to cost increases, and a proactive approach to constructability reviews is a project strategy that can mitigate time overruns. While these reviews are not exhaustive without the complete engineering data, we acknowledge that some design aspects may be pending. However, upon selection as the CEI Team, ETM commits to actively participating in reviewing future 100% plan submittals before bidding and any subsequent plan changes during construction.

Comprehensive Bid Analysis: Upon receipt of the Contractor's bid, ETM will conduct a comprehensive analysis, comparing it to the engineer's estimate and the proposals submitted by other bidders. This rigorous, independent review of the Contractor's bid is designed to achieve two critical objectives: firstly, to ascertain that the County is receiving optimal value for their investment, and secondly, to proactively address any discrepancies or concerns before the contract is executed. Our commitment is to safeguard the County's interests and ensure the project proceeds smoothly and efficiently.

Per the RFQ - List any innovative technology-based capacities and examples, including but not limited to geospatial analysis tools, 3D modeling tools, publishing software, interactive online platforms, etc. that was utilized on prior projects.

INNOVATIVE TECHNOLOGY

GPS Rover

- ETM is a leader in the industry's implementation and integration of Global Positioning System technology into CEI inspection.
- ETM has launched four complete GNSS (Global Navigation Satellite System) rover setups comprised of top-of-the-line Leica GS18 "Tilt" receivers with Leica CS 30 controller tablets - One housed in Nassau County Field Office.
- This equipment is being deployed on our projects daily allowing field staff to immediately acquire location information to within $\frac{1}{4}$ " accuracy.
- Capable of Geospatial Measurement in real-time.



Unmanned Aerial Vehicles

ETM's brand-new Harris (H6-Hybrid) UAS with Riegl VUX-1 Lidar, coupled with our proprietary data processing enables us to provide survey-grade accuracy through canopy and vegetation. This state-of-the-art UAV fleet technology enables qualified technicians to capture aerial imagery and videography with superior quality at an unparalleled pace, and the ability to:

- Capture Lidar imagery to generate precise, three-dimensional information.
- Gather imagery of large sites through orthomosaics.
- Take high-accuracy ground shots.
- Have extended flight times through gas/electric hybrid power.
- Turnaround conventional topographic surveys six times faster than industry average three in-house Certified Drone Pilots - two of which work out of our Nassau County office.
- State-of-the-art videography and imagery.
- Fly projects monthly for progress updates.

CR 200A Over Lofton Creek





SUE

Utilizing our in-house SUE capabilities cannot be understated. Not if, but when, an underground conflict is encountered, our seamless SUE capabilities allow us to solve problems at a moment's notice.

Concern Raised: A concern has been raised regarding the proximity of the existing TECO 12" gas main along the left roadway of the New William Burgess Extension.

Analysis: Upon reviewing the plans, it has been observed that the existing 12" gas main is in close proximity to the new drainage system being installed. The gas main runs parallel to the new system and crosses the drainage between structures S-60 to S-61 and S-82 to S-81. Special attention must be given to ensure that the gas main is not damaged during the construction process.

Recommendation: It is advisable to conduct an on-site meeting involving representatives from ETM, the Contractor, and TECO gas to mitigate the risk of damaging the gas main during construction. In addition to traditional locates, visually confirming the location of the gas main will significantly reduce the risk of accidental damage. In the event that a visual location is needed, ETM has the capability to promptly deploy our Subsurface Utility Engineering (SUE) truck, allowing for quick and efficient location without the need to schedule an external consultant. This approach ensures a timely response, saving valuable time addressing any potential issues with the gas main.

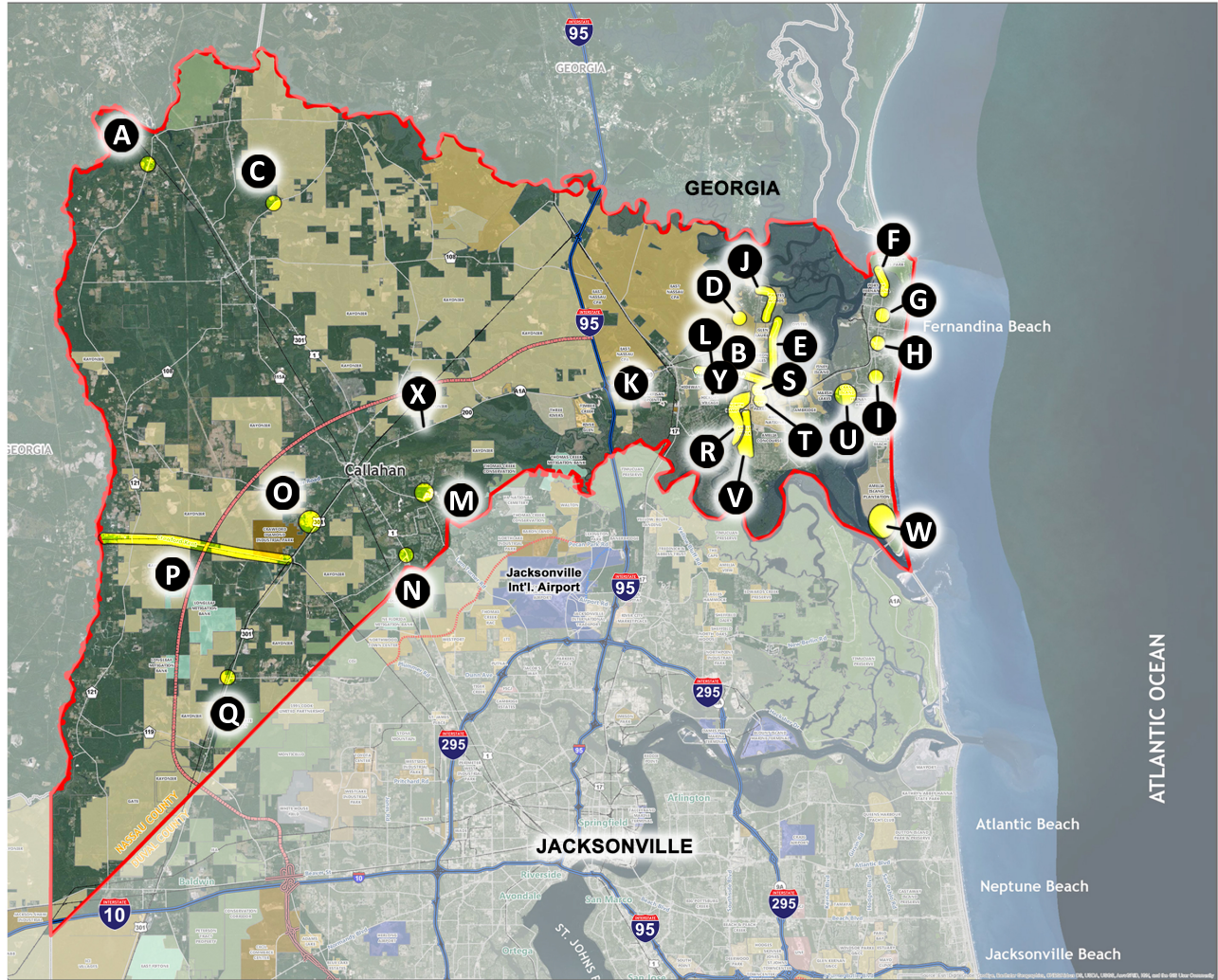
PROJECT UNDERSTANDING, APPROACH AND METHODOLOGY CLOSING

92% of our business is repeat business from reputable entities such as FDOT, JEA, JTA, and Nassau County. This high percentage of repeat business is a strong testament to the effectiveness of our Project Approach and Methodology implementation. This level of repeat engagement showcases the trust and confidence our clients have in our team's ability to consistently deliver successful projects. It reflects our commitment to excellence, reliability, and the establishment of enduring partnerships based on the quality of our work and our approach to project management. Ultimately, it is crucial to re-emphasize the significance of the distinctive assets and unparalleled expertise that our proposed teams contribute to the William Burgess Extension project:

1. **Corridor Familiarity:** Highlighted by our successful management of prior Nassau County projects over the last decade, including the three Pages Dairy Projects and FDOT's SR 200.
2. **Team Continuity:** Benefit from the consistency of having the same team that successfully executed similar corridor projects with comparable scopes.
3. **Technical & Practical Experience on Similar Large Projects:** Our team offers indispensable technical and practical expertise, particularly on larger projects; the William Burgess Extension is essentially a miniature version of SR 200.
4. **Strong Relationships (EOR, County & Contractors):** We have established working relationships with every contractor likely to bid on this project. Our robust, enduring relationship with the EOR, coupled with collaboration with Robert Companion, enhances the effectiveness of our team.
5. **Nassau County, FDOT, and JEA Project Experience:** Our team is adept at interpreting and enforcing this project's varied specifications (County, FDOT, and JEA), ensuring meticulous tracking of pay items separately for accurate fund allocations.

Tab 5

QUALITY CONTROL



ETM'S NASSAU COUNTY EXPERIENCE

PROJECT	CLIENT	PROJECT	CLIENT
A CR 121 Pond Construction CEI	Nassau County	N US-1 at Ratliff Road CEI	Nassau County
B Pages Dairy CEI	Nassau County	O US-301 at Sandy Ford Rdoad CEI	Nassau County
C CR 115 A Bridge over Little St. Mary's River	Nassau County	P Crawford Road CEI	Nassau County
D Chester Road DSAP 2	A.V. Homes	Q US-301 at Ford Road Intersection Improvements CEI	Nassau County
E Blackrock Road CEI	Nassau County	R North Hampton	Landmar / Crescent
F 14 th Street from Hickory to Atlantic Avenue	Nassau County	S Flora Parke	SEDA
G Lime St. Drainage Improvements CEI	Nassau County	T Amelia Concourse	Rayonier
H Citrona Dr. at Sadler Road CEI	Nassau County	U Crane Island	A.V. Homes
I 14th St. at Simmons Road CEI	Nassau County	V Amelia Walk	Landmar / Crescent
J Blackrock Road FDR	Nassau County	W Long Point	Amelia Island Plantation
K Wildlight Road CEI	NCSB	X Nassau County Transit Study	North Florida TPO
L SR 200 CEI	FDOT	Y Pages Dairy Water Main	JEA
M Lem Turner at Spring Lake Dr. CEI	Nassau County		

5 QUALITY CONTROL



Quality holds paramount significance across all tiers of our organization, with our CEO, Hugh Mathews, PE, ensuring the enforcement of rigorous quality assurance and control standards. Our commitment to delivering impeccable quality on every project assignment is a cornerstone of our success, reflected in the fact that more than 92% of our projects originate from repeat business with existing clients.

The key to success is building relationships that go beyond one-time projects and providing value and innovative ideas backed up by quality control to clients on a consistent, ongoing basis.”

-N. Hugh Mathews, CEO (ETM)

At ETM, we uphold a commitment to excellence in delivering professional services to Nassau County. Our overarching policy is to demand exceptional performance, coupled with a dedicated goal to consistently minimize our clients' exposure to cost increases. This objective is systematically pursued through strict adherence to our Quality Assurance/Quality Control (QA/QC) Plan. This comprehensive plan comprises a series of actions designed to ensure that all contract deliverables and activities associated with Construction Engineering and Inspection (CEI) duties align with the specified Scope of Services and terms outlined in each contract. Additionally, we implement rigorous quality control procedures, drawing from valuable lessons learned, to safeguard the quality of contract deliverables. Our approach considers Nassau County requirements and incorporates any relevant specifications from entities such as JEA and the FDOT.

Implementing QA/QC measures is aimed at achieving the desired outcome of ensuring acceptable performance. This involves the meticulous monitoring, measurement, and control of the quality of materials, equipment, and elements of work carried out by the Contractor. The overarching goal is to ensure that these activities align with the plans, specifications, special provisions, and standards established by Nassau County. By adhering to these established criteria, the QA/QC process contributes to the overall conformity and compliance with the specified requirements, fostering a high standard of quality in the project's execution.

As a valuable supplement to our highly skilled and experienced project staff, we are proud to introduce our CEI QA/QC Officer, Rob Hansgen, PE. In this crucial role, Rob will ensure the proper implementation of ETM's Quality Assurance Plan across all CEI services. His responsibilities include providing meticulous project oversight, reviewing, and addressing potential issues proactively before they escalate, and offering dedicated support to the project at no additional cost. Rob brings a wealth of experience in FDOT and CEI, particularly on roadway and bridge construction projects throughout Northeast Florida. His extensive background includes providing CEI services on numerous projects with similarities to the William Burgess Extension Project. His acute awareness of FDOT, JEA, and County procedures and specifications stems from his involvement in QA/QC services on multiple Nassau County projects. With Rob's expertise, our team is well-equipped to uphold the highest standards of quality assurance, ensuring that the William Burgess Extension Project benefits from both skilled project staff and dedicated oversight from an experienced industry professional.

Specific Goals of our Quality Assurance Plan will:

- Provide a uniform, company-wide, documentable management system to ensure CEI scope requirements are achieved on each project. The procedure applies to all construction inspection personnel.
- Ensure that an effective and efficient CEI process is successfully performed at the project level.
- Focus on improving the quality of the CEI process throughout construction to ensure that ETM has achieved the requirements of the Scope of Services and provided a quality service to Nassau County.

Goals of our Quality Control Reviews will be:

- To monitor and document Contractor's performance to ensure product acceptability.
- To support Nassau County with required certifications needed for final acceptance of all systems.
- Reviewing final design plans and technical specifications to guarantee project compliance.
- To determine if the standards of the scope of work are being provided to Nassau County.
- To verify and document the work product and services provided by ETM are in conformance with the contract requirements.

QA Example: An integral facet of our Quality Assurance/Quality Control (QA/QC) process involves the implementation of pre-work meetings. These meetings, including Pre-Construction, Pre-Utility, and Pre-Paving Meetings, among others, serve as a proactive and efficient approach to address potential issues before the commencement of on-site activities. Prior to breaking ground, ETM conducts pre-work meetings with all stakeholders to establish a clear understanding of the contract requirements. During these sessions, detailed discussions cover plan notes, specifications, approved submittals, and other pertinent contract documents relevant to operations, including QC testing. This thorough examination and dialogue allow for the clarification of any uncertainties, the posing of questions, and the establishment of a shared understanding of proper procedures, equipment, and materials, thereby ensuring a smooth and informed initiation of each new phase of the project.

Associated QC Example: Rob will take a hands-on approach in maintaining the quality standards of our projects. Through staff interviews and a meticulous review of project paperwork, he will ensure that the established understanding of proper procedures, equipment, and materials is faithfully followed, thereby confirming the team's adherence to ETM's quality control procedures. These quality control (QC) reviews are conducted regularly, with the frequency determined by the size and scope of each project. The outcomes of these independent reviews will be promptly communicated to Kent Ponder and Jeremy Cronk. Any identified areas in need of improvement will be addressed immediately. Rob will either provide a detailed report or arrange a meeting with the County's project manager to present the results and seek feedback. This collaborative feedback loop ensures that the County's perspective is considered, and any necessary adjustments are made promptly, further enhancing the overall quality of our projects.

Our program is designed to be adaptable and dynamic, allowing for the incorporation of any additional Quality Assurance (QA) services that the County deems necessary to ensure the success of the project. ETM's QA approach is characterized by its proactive nature, preventing stagnation in quality. By conducting constant reviews, we can foster innovation and promptly adapt to evolving project conditions. This flexibility enables us to provide updated or additional QA/QC services as needed to meet the evolving requirements of the project, ensuring a continued commitment to excellence throughout its lifecycle.

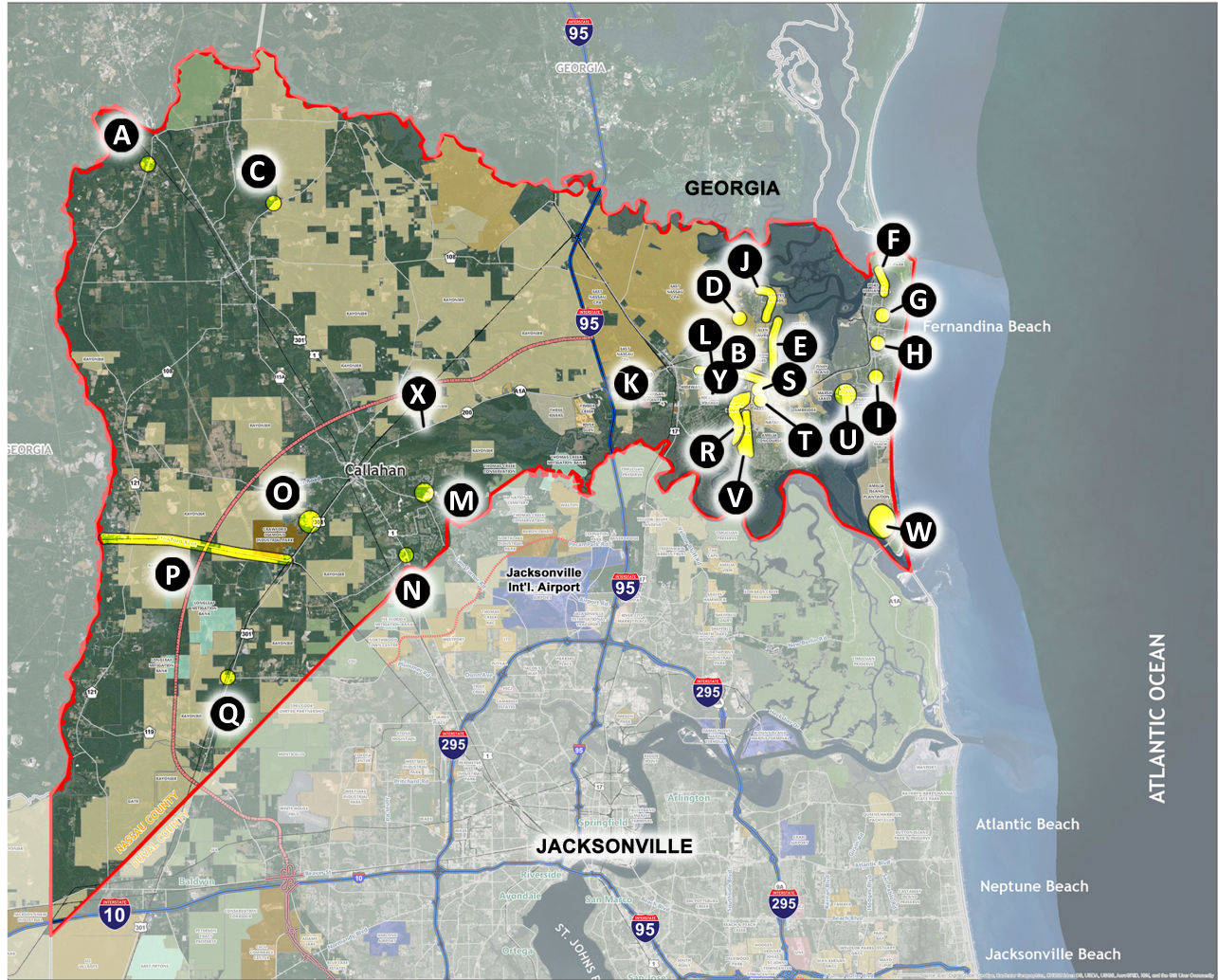
This QA/QC Plan will be implemented by ETM to verify and document the work product and services provided by ETM are in conformance to the contract requirements.

SUBCONSULTANT QA/QC PLAN

ETM places a strong emphasis on monitoring the performance of both our staff and subconsultants to uphold and exceed client satisfaction standards. We maintain robust project control systems that offer a systematic approach to generating and managing information for progress reporting, scheduling, budgeting, accounting, and all other project functions. Prior to the execution of subconsultant agreements, each partner firm associated with ETM is obligated to furnish their internal Quality Assurance/Quality Control (QA/QC) Plan. This requirement ensures that every team member is committed to adhering to a comprehensive quality assurance plan throughout the duration of the contract. As part of our overall process, we conduct verifications of their QA/QC processes, and any identified deficiencies in the subconsultant's procedures are meticulously documented and addressed with their respective Project Managers. This rigorous approach is integral to maintaining the highest standards of quality throughout our collaborative efforts.

Tab 6

REFERENCES



ETM'S NASSAU COUNTY EXPERIENCE

PROJECT	CLIENT	PROJECT	CLIENT
A CR 121 Pond Construction CEI	Nassau County	N US-1 at Ratliff Road CEI	Nassau County
B Pages Dairy CEI	Nassau County	O US-301 at Sandy Ford Rdoad CEI	Nassau County
C CR 115 A Bridge over Little St. Mary's River	Nassau County	P Crawford Road CEI	Nassau County
D Chester Road DSAP 2	A.V. Homes	Q US-301 at Ford Road Intersection Improvements CEI	Nassau County
E Blackrock Road CEI	Nassau County	R North Hampton	Landmar / Crescent
F 14 th Street from Hickory to Atlantic Avenue	Nassau County	S Flora Parke	SEDA
G Lime St. Drainage Improvements CEI	Nassau County	T Amelia Concourse	Rayonier
H Citrona Dr. at Sadler Road CEI	Nassau County	U Crane Island	A.V. Homes
I 14th St. at Simmons Road CEI	Nassau County	V Amelia Walk	Landmar / Crescent
J Blackrock Road FDR	Nassau County	W Long Point	Amelia Island Plantation
K Wildlight Road CEI	NCSB	X Nassau County Transit Study	North Florida TPO
L SR 200 CEI	FDOT	Y Pages Dairy Water Main	JEA
M Lem Turner at Spring Lake Dr. CEI	Nassau County		

6 REFERENCES



ETM has proudly provided CEI services for a variety of local agencies for over 30 years. Our CEI department has grown into one of the largest groups in Florida and currently provides services for roadway and bridge construction, paving, drainage, water, sewer and reuse inspection, materials testing, full-time construction contract administration, and bidding services, as well as monitoring and documentation throughout all phases of construction.

Our team of experts boasts 46 years in the industry and an unparalleled knowledge of infrastructure projects. We guarantee peak performance, technical mastery, and a swift response to all your needs - so that you can rest assured that the William Burgess Extension Project will run smoothly from start to finish. ETM has proven that we can muster the resources when needed and/or scale them back to meet the changing demands of different project types and award timings. Our clients have come to trust us to deliver on our promises and we are proud of being selected for repeat work on these types of contracts.

SIMILAR PROJECTS

We highlight relevant projects of similar scope which were completed within the past five years on the following pages, demonstrate our competency and experience in the specified work areas as defined in the scope of services for this contract, and have included applicable reference information for each project listed. In addition, we identify team members that were part of the referenced projects and will be involved with this project.



PAGES DAIRY ROAD Nassau County, Florida

- **Client :** Nassau County
- **Address:** 96135 Nassau Pl
Yulee, Florida 32097
- **Project Manager:** Robert Companion, PE
- **Phone Number:** (904) 530-6010
- **Email Address:** RCompanion@nassaucountyfl.com
- **Performance Period:** 2021 to 2022
- **Total Contract Amount:** \$3.5 Million

William Burgess	Pages Dairy Road
Team Continuity (Key Team Members):	
<ul style="list-style-type: none"> ● Senior Project Engineer - Kent Ponder ● Project Administrator - Jeremy Cronk ● Sr. Inspector - Wes Watson ● Sr. Inspector - Clint Proveaux ● Inspector - Zack Ellins ● Contract Specialist - Vicki Bowen ● Administrative - Patty Ellington 	<ul style="list-style-type: none"> ● Senior Project Engineer - Kent Ponder ● Project Administrator - Jeremy Cronk ● Sr. Inspector - Wes Watson ● Sr. Inspector - Clint Proveaux ● Inspector - Zack Ellins ● Contract Specialist - Vicki Bowen ● Administrative - Patty Ellington
Similar Scope Elements:	
<ul style="list-style-type: none"> ● Roadway Construction ● JEA Installation (Separate Contract) ● Site Specific Corridor Familiarity ● County, Contractor Relationships ● Drainage Installations ● Earthwork Construction ● Subsoil Excavation ● Subgrade & Base Construction ● Roadway Widening ● Sidewalk & ADA Ramps ● Driveway Construction ● Signing and Pavement Markings ● Fence Installation ● Sod Installation ● Maintenance of Traffic (MOT) ● Erosion Control ● Materials Testing 	<ul style="list-style-type: none"> ● Roadway Construction ● JEA Installation (Separate Contract) ● Site Specific Corridor Familiarity ● County, Contractor Relationships ● Drainage Installations ● Earthwork Construction ● Subsoil Excavation ● Subgrade & Base Construction ● Roadway Widening ● Sidewalk & ADA Ramps ● Driveway Construction ● Signing and Pavement Markings ● Fence Installation ● Sod Installation ● Maintenance of Traffic (MOT) ● Erosion Control ● Materials Testing

Description of All Services Provided:

ETM provided CEI management and inspection services for resurfacing the existing lanes and widening approximately 1’ on both sides of Pages Dairy Road in Nassau County. Additional work items include constructing new 5’ paved shoulders, regrading ditches, intersection improvements at Pages Dairy Road and Felmor Road to include turn lanes, replacing existing driveways, and constructing new asphalt driveways. The work performed included resurfacing of existing pavement, constructing roadside swales, constructing cross drain extensions and side drains, box culvert extensions, asphalt, and concrete driveway construction, clearing and grubbing, placing performance turf and sod, maintenance of traffic, installing pavement marking, roadway signage and new JEA water main construction.

Additional responsibilities included keeping the Nassau County Project Manager informed of all significant activities, decisions, correspondence, reports, and other communications, in addition to facilitating communications between all parties (i.e., Nassau County, contractor, local agencies, traveling public, etc.) and ensuring responses and resolutions are provided in a timely manner.



JEA PAGES DAIRY ROAD Nassau County, Florida

Client : JEA
Address: 21 West Church Street
 Jacksonville, Florida 32202

Project Manager: Tom Hamilton
Phone Number: (904) 544-1883
Email Address: HamiTR@jea.com

Performance Period: 2021 to 2022

Total Contract Amount: \$405,278.70

William Burgess

JEA Pages Dairy Road

Team Continuity (Key Team Members):

- | | |
|---|---|
| <ul style="list-style-type: none"> • Senior Project Engineer - Kent Ponder • Project Administrator - Jeremy Cronk • Sr. Inspector - Wes Watson • Sr. Inspector - Clint Proveaux • Inspector - Zack Ellins • Contract Specialist - Vicki Bowen • Administrative - Patty Ellington | <ul style="list-style-type: none"> • Senior Project Engineer - Kent Ponder • Project Administrator - Jeremy Cronk • Sr. Inspector - Wes Watson • Sr. Inspector - Clint Proveaux • Inspector - Zack Ellins • Contract Specialist - Vicki Bowen • Administrative - Patty Ellington |
|---|---|

Similar Scope Elements:

- | | |
|---|---|
| <ul style="list-style-type: none"> • 16" Water Main Installation • Fire Hydrant Installation • Case B Installation • 16" Gate Valve Installation • 6" Gate Valve Installation • 16" Fitting Installation • 6" Fitting Installation • Temporary Sample Points • Tie-ins to existing Water Main • Horizontal/Vertical Deflection • Open Trench Construction • Pavement Reconstruction | <ul style="list-style-type: none"> • 16" Water Main Installation • Fire Hydrant Installation • Case B Installation • 16" Gate Valve Installation • 6" Gate Valve Installation • 16" Fitting Installation • 6" Fitting Installation • Temporary Sample Points • Tie-ins to existing Water Main • Horizontal/Vertical Deflection • Open Trench Construction • Pavement Reconstruction |
|---|---|

Description of All Services Provided:

The JEA Pages Dairy Road project included 2,221 LF of 16" ductile iron water main along Felmor Road, which includes approximately 160 LF of a 30" cased railroad crossing from the 12" water main termination on Felmor Road to Pages Dairy Road.

Additional services include approximately 13,489 LF of 16" ductile iron water main from Felmor Road along Pages Dairy Road. (200A) to Chester Road and approximately 520 LF of open cut 16" water main for tying in the new 16" water main to the existing 16" water main along Chester Road.

Note: The FDOT, under a separate contract, constructed approximately 153 LF of the 16" water main aerial crossing over a new bridge crossing Lofton Creek. As portions of the FDOT project and JEA project were going on simultaneously, coordination between parties was of utmost importance. Additional responsibilities included keeping the JEA Project Manager informed of all significant activities, decisions, correspondence, reports, and other communications. Facilitated communications between all parties (i.e., Nassau County, contractor, local agencies, traveling public, etc.) ensuring responses and resolutions were provided in a timely manner.



SR 200 RECONSTRUCTION District 2, Florida

Client : FDOT District 2
Address: 2198 Edison Avenue
 Jacksonville, Florida 32204

Project Manager: Jessica Tippett, PE
Phone Number: (904) 360-5504
Email Address: Jessica.Tippett@dot.state.fl.us

Performance Period: 2015 to 2021

Total Contract Amount: \$66 Million

William Burgess	SR 200 Reconstruction
Team Continuity (Key Team Members):	
<ul style="list-style-type: none"> Senior Project Engineer - Kent Ponder Project Administrator - Jeremy Cronk Sr. Inspector - Clint Proveaux Inspector - Zack Ellins Contract Specialist - Vicki Bowen Administrative - Patty Ellington 	<ul style="list-style-type: none"> Senior Project Engineer - Kent Ponder Project Administrator - Jeremy Cronk Sr. Inspector - Clint Proveaux Inspector - Zack Ellins Contract Specialist - Vicki Bowen Administrative - Patty Ellington
Similar Scope Elements:	
<ul style="list-style-type: none"> Roadway Construction JEA Installation Site Specific Corridor Familiarity County, Contractor Relationships Drainage Installations Earthwork Construction Subsoil Excavation Subgrade & Base Construction Roadway Widening Gravity Wall Construction Curb and Gutter Construction Sidewalk & ADA Ramps Median Concrete Traffic Separator Driveway Construction Drilled Shaft Installation Mast Arm/Signal Construction Pond Construction Lighting Conduit and Wiring Installation Signing and Pavement Markings Fence Installation Sod Installation Maintenance of Traffic (MOT) Low Profile Installation Temp. Barrier Wall Installation Erosion Control Materials Testing 	<ul style="list-style-type: none"> Roadway Construction JEA Installation Site Specific Corridor Familiarity County, Contractor Relationships Drainage Installations Earthwork Construction Subsoil Excavation Subgrade & Base Construction Roadway Widening Gravity Wall Construction Curb and Gutter Construction Sidewalk & ADA Ramps Median Concrete Traffic Separator Driveway Construction Drilled Shaft Installation Mast Arm/Signal Construction Pond Construction Lighting Conduit and Wiring Installation Signing and Pavement Markings Fence Installation Sod Installation Maintenance of Traffic (MOT) Low Profile Installation Temp. Barrier Wall Installation Erosion Control Materials Testing

Description of All Services Provided:

ETM provided CEI management and inspection services for the SR 200 Reconstruction project. The scope specifically included the reconstruction of 5.5 miles of 4-lane rural to a 6-lane urban arterial roadway including the replacement of the mainline bridges over Lofton Creek. The conversion to a curb and gutter section required a higher profile grade line to capture and convey drainage to nine ponds. The main drainage trunk line runs on the north side of the roadway. Other incidental work on this project included box culvert extensions, 28 new mast arms/drilled shafts supporting nine interconnected signalized intersections actuated by advanced traffic loops and video detection. Two 790' directional drills were performed under Lofton Creek to replace both the water and sewer mains that were attached to the existing bridges.



CR 200A LOFTON CREEK BRIDGE REPLACEMENT Nassau County, Florida

Client : FDOT District 2
Address: 2198 Edison Avenue
Jacksonville, Florida 32204

Project Manager: Jessica Tippett, PE
Phone Number: (904) 360-5504
Email Address: Jessica.Tippett@dot.state.fl.us

Performance Period: 2021 to 2022

Total Contract Amount: \$4 Million

Key Team Members: Kent Ponder, PE, Senior Project Engineer
Jeremy Cronk, Project Administrator
Patty Ellington, Administrative Assistant
Zack Ellins, Inspector
Clint Proveaux, Inspector
Vicki Bowen, Contract Support Specialist
George Miller, PE, Principal-in-Charge
ETM Surveying & Mapping, Inc.

Description of All Services Provided:

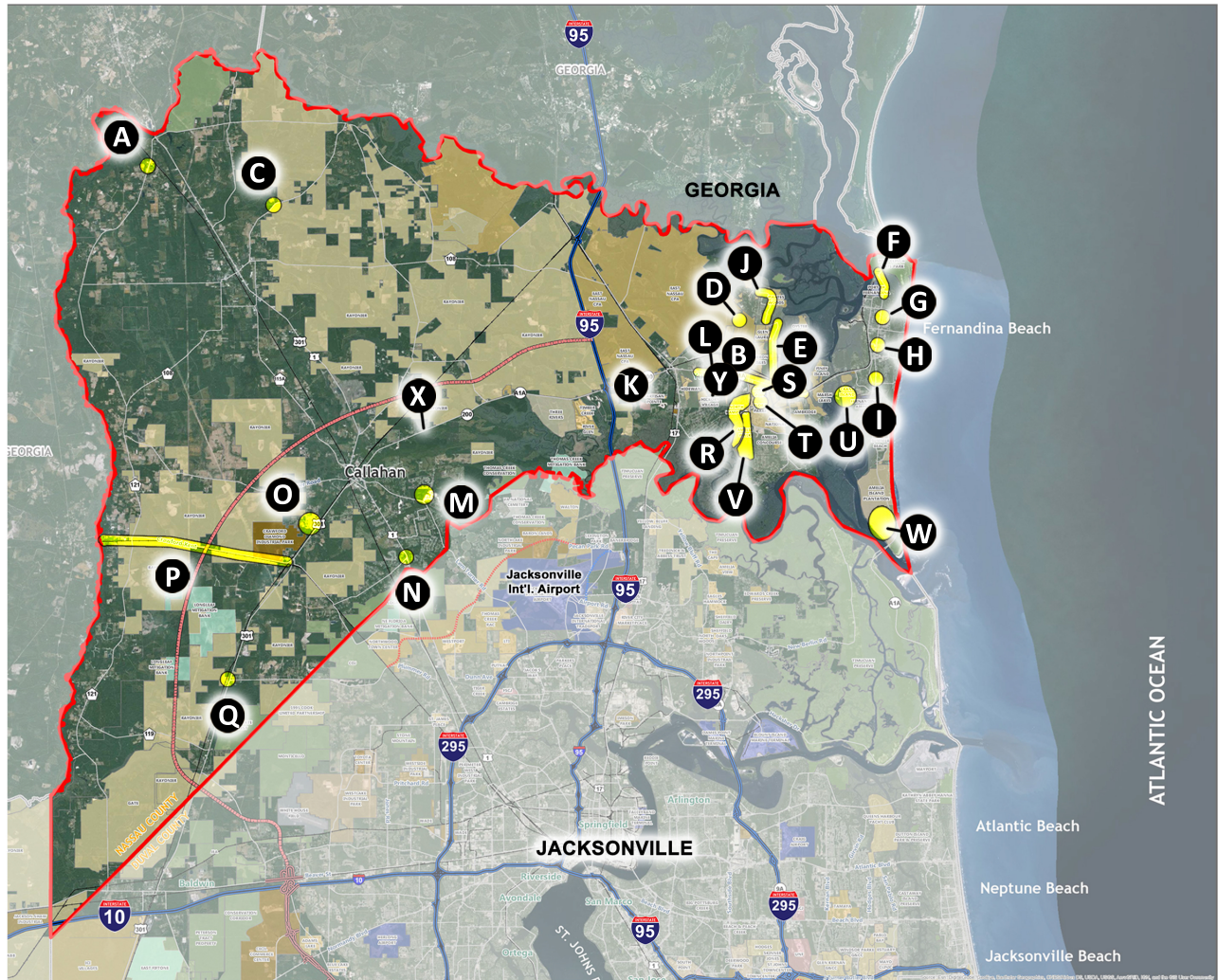
ETM provided CEI management and inspection services on this 300-day, federally funded, unit price project. Improvements under this contract consisted of replacement of the SR 200A bridge over Lofton Creek, reconstruction of the approaches and new 16" water main installed on the utility shelf of the new bridge.

Similar Project Elements:

- Roadway Widening
- Roadway Reconstruction
- New Bridge Construction
- Slope Corrections
- Milling and resurfacing
- MOT - Single Lane Closures
- JEA Water Main

Tab 7

CURRENT WORKLOAD



ETM'S NASSAU COUNTY EXPERIENCE

PROJECT	CLIENT	PROJECT	CLIENT
A CR 121 Pond Construction CEI	Nassau County	N US-1 at Ratliff Road CEI	Nassau County
B Pages Dairy CEI	Nassau County	O US-301 at Sandy Ford Rdoad CEI	Nassau County
C CR 115 A Bridge over Little St. Mary's River	Nassau County	P Crawford Road CEI	Nassau County
D Chester Road DSAP 2	A.V. Homes	Q US-301 at Ford Road Intersection Improvements CEI	Nassau County
E Blackrock Road CEI	Nassau County	R North Hampton	Landmar / Crescent
F 14 th Street from Hickory to Atlantic Avenue	Nassau County	S Flora Parke	SEDA
G Lime St. Drainage Improvements CEI	Nassau County	T Amelia Concourse	Rayonier
H Citrona Dr. at Sadler Road CEI	Nassau County	U Crane Island	A.V. Homes
I 14th St. at Simmons Road CEI	Nassau County	V Amelia Walk	Landmar / Crescent
J Blackrock Road FDR	Nassau County	W Long Point	Amelia Island Plantation
K Wildlight Road CEI	NCSB	X Nassau County Transit Study	North Florida TPO
L SR 200 CEI	FDOT	Y Pages Dairy Water Main	JEA
M Lem Turner at Spring Lake Dr. CEI	Nassau County		

7 CURRENT WORKLOAD

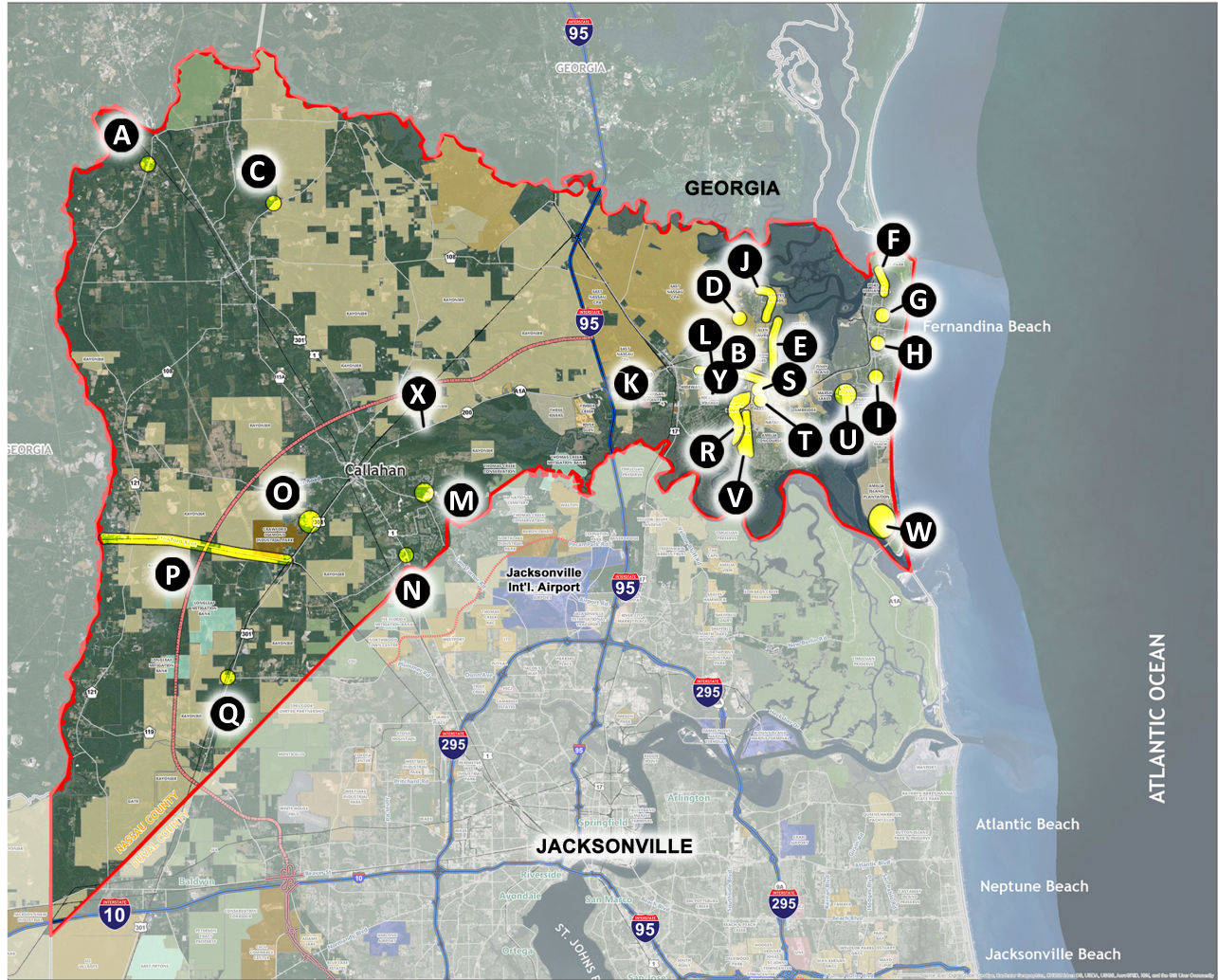
AVAILABILITY OF PERSONNEL

Given our current workload, ETM is readily available to serve as Nassau County's Prime Consultant for the William Burgess Contract. As depicted on the Current Workload table below, we have considerable and sufficient resources to address the needs of this contract as the County's prime consultant. Additionally, our subconsultants are fully available to assist on any project assigned under this contract.

		Current Workload			
		Location	Current Projects	Schedule for Completion	Availability
Key Team Personnel	Kent Ponder, PE	Jacksonville, Florida	Broward River Bridge	August 2024	70%
	Jeremy Cronk	Jacksonville, Florida	Broward River Bridge	August 2024	100%
	Wes Watson	Nassau County, Florida	Broward River Bridge	August 2024	100%
	Clint Proveaux	Jacksonville, Florida	Broward River Bridge	August 2024	100%
	Zack Ellins	Jacksonville, Florida	I-10 at US 301 Interchange	February 2024	100%
	Brandon Sproul	Jacksonville, Florida	CR 108 Safety Improvements	December 2023	100%
	Vicki Bowen	Jacksonville, Florida	Broward River Bridge	August 2024	100%
	Patty Ellington	Jacksonville, Florida	Broward River Bridge	August 2024	100%

Tab 8

PRICE/RATE



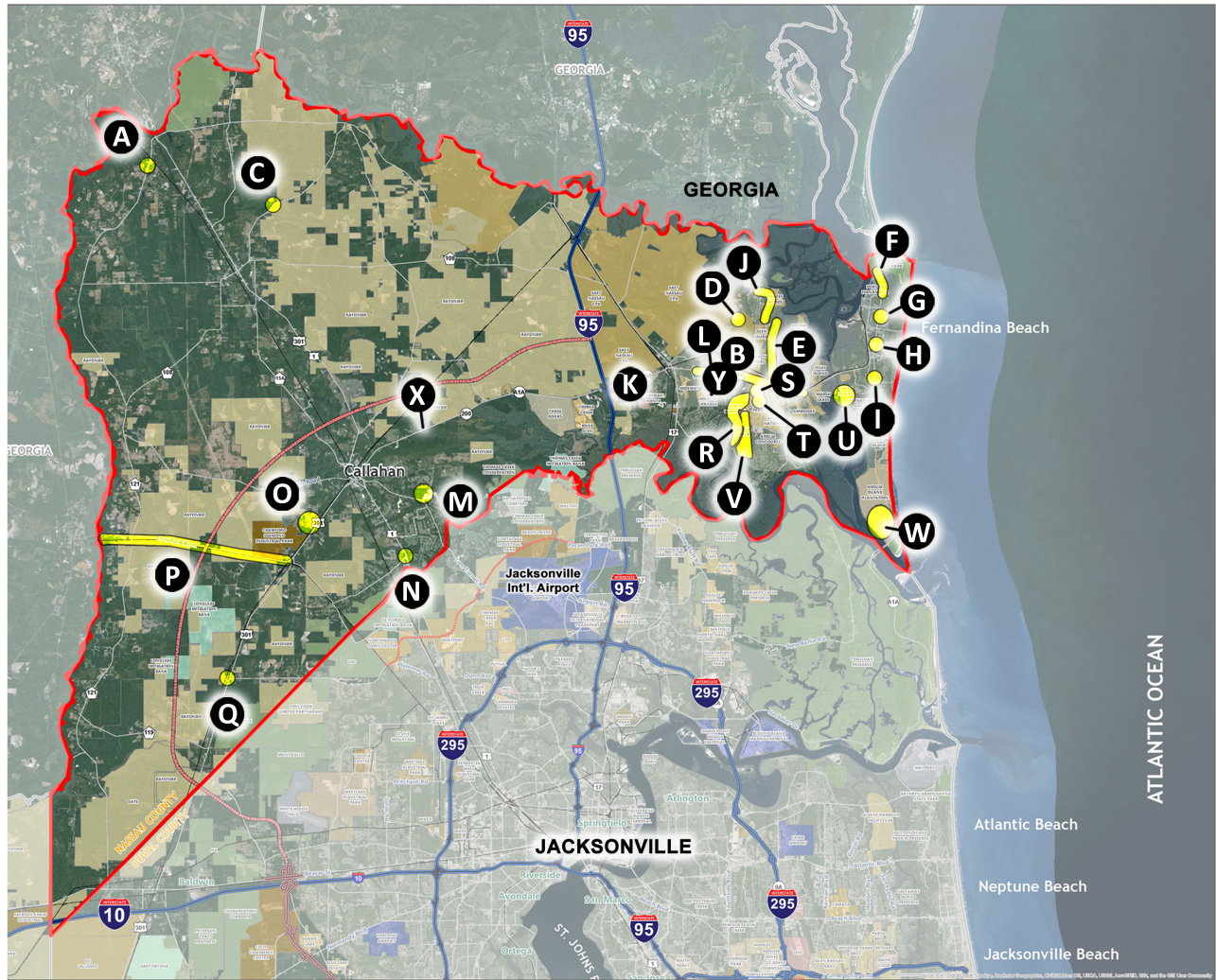
ETM'S NASSAU COUNTY EXPERIENCE

PROJECT	CLIENT	PROJECT	CLIENT
A CR 121 Pond Construction CEI	Nassau County	N US-1 at Ratliff Road CEI	Nassau County
B Pages Dairy CEI	Nassau County	O US-301 at Sandy Ford Rdoad CEI	Nassau County
C CR 115 A Bridge over Little St. Mary's River	Nassau County	P Crawford Road CEI	Nassau County
D Chester Road DSAP 2	A.V. Homes	Q US-301 at Ford Road Intersection Improvements CEI	Nassau County
E Blackrock Road CEI	Nassau County	R North Hampton	Landmar / Crescent
F 14 th Street from Hickory to Atlantic Avenue	Nassau County	S Flora Parke	SEDA
G Lime St. Drainage Improvements CEI	Nassau County	T Amelia Concourse	Rayonier
H Citrona Dr. at Sadler Road CEI	Nassau County	U Crane Island	A.V. Homes
I 14th St. at Simmons Road CEI	Nassau County	V Amelia Walk	Landmar / Crescent
J Blackrock Road FDR	Nassau County	W Long Point	Amelia Island Plantation
K Wildlight Road CEI	NCSB	X Nassau County Transit Study	North Florida TPO
L SR 200 CEI	FDOT	Y Pages Dairy Water Main	JEA
M Lem Turner at Spring Lake Dr. CEI	Nassau County		

8 PRICE/ RATE

ETM acknowledges that 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.

ATTACHMENTS/ ADMINISTRATIVE INFORMATION



ETM'S NASSAU COUNTY EXPERIENCE

PROJECT	CLIENT	PROJECT	CLIENT
A CR 121 Pond Construction CEI	Nassau County	N US-1 at Ratliff Road CEI	Nassau County
B Pages Dairy CEI	Nassau County	O US-301 at Sandy Ford Rdoad CEI	Nassau County
C CR 115 A Bridge over Little St. Mary's River	Nassau County	P Crawford Road CEI	Nassau County
D Chester Road DSAP 2	A.V. Homes	Q US-301 at Ford Road Intersection Improvements CEI	Nassau County
E Blackrock Road CEI	Nassau County	R North Hampton	Landmar / Crescent
F 14 th Street from Hickory to Atlantic Avenue	Nassau County	S Flora Parke	SEDA
G Lime St. Drainage Improvements CEI	Nassau County	T Amelia Concourse	Rayonier
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J Blackrock Road FDR	Nassau County	W Long Point	Amelia Island Plantation
K Wildlight Road CEI	NCSB	X Nassau County Transit Study	North Florida TPO
L SR 200 CEI	FDOT	Y Pages Dairy Water Main	JEA
M Lem Turner at Spring Lake Dr. CEI	Nassau County		

9 ATTACHMENTS/ ADMINISTRATIVE INFORMATION

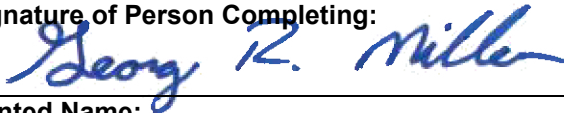
NC23-057-RFQ

FORM A ADDENDA ACKNOWLEDGMENT

Acknowledgment is hereby made of receipt of addenda issued during the solicitation period.

Addendum # 1 through # 2

Signature of Person Completing:



Date:

November 16, 2023

Printed Name:

George R. Miller, P.E.

Title:

Executive Vice President

FORM 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 Professional Construction Engineering Inspection Services for the William Burgess Extension Project.
2. This sworn statement is submitted by England-Thims & Miller, Inc.
(entity submitting sworn statement), whose business address is 14775 Old St. Augustine Road, Jacksonville, FL 32258
_____ and its Federal Employee Identification
Number (FEIN) is 59-1773930. (If the entity has no FEIN, include the Social
Security Number of the individual signing this sworn statement: _____.)
3. My name is George R. Miller, P.E. (please print name of individual signing),
and my relationship to the entity named above is Executive Vice President.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not to fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees,

members, and agents who are active in management of an entity. 8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. *(Please indicate which statement applies.)*

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.)

George R. Miller

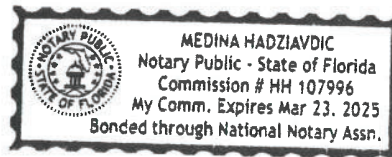
Signature
November 16, 2023

Date

State of: Florida
County of: Duval

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 16th day of November, 20 23 by George R. Miller, P.E. who is personally known to me or produced _____ as identification.

Medina Hadziavdic
Notary Public
My commission expires: March 23, 2025



FORM C RESPONDENT QUESTIONNAIRE

The following questionnaire shall be answered by the Respondent for use in the evaluation process.

1. Company Name: England-Thims & Miller, Inc.
 Address: 14775 Old St. Augustine Road
 City/State/Zip: Jacksonville, FL 32258
 Phone: Email: (904) 642-8990 / GeorgeM@etminc.com
 Website Address: www.etminc.com

2. **COMPANY STRUCTURE:**
 Sole Proprietor Partnership Corporation Other _____

3. Are you registered with the FL Secretary of State to conduct business? Yes No

4. Are you properly licensed/certified by the Federal or State to perform the specified services?
 Yes No

5. **EXPERIENCE:**
 Years in business: 46
 Years in business under this name: 46
 Years performing this type of work: 46
 Value of work now under contract: \$45.5 Million
 Value of work in place last year: \$45.5 Million
 Percentage (%) of work usually self-performed: 89%
 Name of sub-vendors you may use: Please refer to Organizational Chart in Section 3
 Has your company: Failed to complete or defaulted on a contract: Yes No
 Been involved in bankruptcy or reorganization: Yes No
 Pending judgment claims or suits against firm: Yes No

6. **PERSONNEL**
 How many employees does your company employ: 329
 (may use additional sheets if needed).

Position/Category (List all)	Full-time	Part-time
Civil Engineers	51	
Project Managers	20	
CAD Technicians/Designers	25	
Construction Inspectors/Managers	63	
Landscape Architects	8	
Planners	6	
Survey Personnel	85	
GIS Specialist	18	
Technicians/Analyst	11	
Administrative Personnel	38	

7. REFERENCES:

List at least three references for which you have provided these services (similar scope/size) in the past five years - preferably government agencies.

Reference #1:

Company/Agency Name: FDOT District 2

Address: 2198 Edison Avenue, Jacksonville, FL 32204

Contract Person: Jessica Tippett, PE

Phone: Email: (904) 360-5504 / Jessica.Tippett@dot.state.fl.us

Project Description: CR 200A Lofton Creek Bridge Replacement

Contract \$ Amount: \$4 Million

Date Completed: 2021 to 2022

Reference #2:

Company/Agency Name: Nassau County

Address: 96135 Nassau Place, Yulee, Florida 32097

Contract Person: Robert Companion, PE

Phone: Email: (904) 530-6010 / RCompanion@nassaucountyfl.com

Project Description: Pages Dairy Road

Contract \$ Amount: \$3.5 Million

Date Completed: 2021 to 2022

Reference #3:

Company/Agency Name: JEA

Address: 21 West Church Street, Jacksonville, FL 32202

Contract Person: Tom Hamilton, JEA Project Manager

Phone: Email: (904) 544-1883 / HamiTR@jea.com

Project Description: JEA Pages Dairy Road

Contract \$ Amount: \$405,278.70

Date Completed: 2021 to 2022

8. NOTICE OF PARTIES AND BINDING AUTHORITY

The following information is required if Respondent is selected for award of a contract with the County.

Notice to Parties

All notices, demands, requests for approvals or other communications 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:

Contractor Name: England-Thims & Miller, Inc.

Attn: Attn: George R. Miller, P.E.

Mailing Address: 14775 Old St. Augustine Road, Jacksonville, FL 32258

Binding Authority

The person to execute the contract must be an officer of the company. If not an officer of the company, Respondent must provide proof of signing authority. Please provide the name, email address, and phone number of person who will execute the contract, if awarded.

Name of Person to execute contract (if awarded): George R. Miller, P.E.

Title: Executive Vice President

Email Address: MillerG@etminc.com

Phone Number: (904) 376-6335

FORM D DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that England-Thims & Miller, 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.

"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."

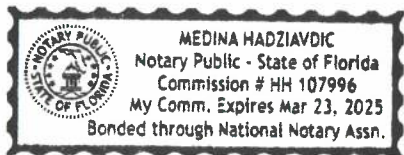
George R. Miller

Authorized Signature
November 16, 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 16th day of November, 2023 by George R. Miller, P.E. who is personally known to me or produced _____ as identification.

Medina Hadziavdic
Notary Public
My commission expires: March 23, 2025



FORM E
E-VERIFY AFFIDAVIT

**NASSAU COUNTY E-VERIFY FORM UNDER
SECTION 448.095, FLORIDA STATUTES**

Project Name: Professional Construction Engineering Inspection Services for the William Burgess Extension Project

Bid No./Contract No.: NC23-057

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
- 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 (Attachment “A”) attesting that the Contractor does not employ, contract with, or such affidavit for the duration of the contract; and
- d. Contractor shall also require all subcontractors to execute the attached affidavit (Attachment “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 Contractor has knowingly violated §448.09(1) or §448.095(2), Florida Statutes, the contract shall be terminated.
- b. If Nassau County has a good faith belief that a subcontractor has knowingly violated §448.09(1) or §448.095(2), Florida Statutes, but the Contractor otherwise complied with Chapter 448, Florida Statutes, Nassau County 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.

**FORM E - 1
CONTRACTOR E-VERIFY AFFIDAVIT**

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

George R. Miller

Print Name: George R. Miller, P.E.

Date: November 16, 2023

STATE OF FLORIDA
COUNTY OF Duval

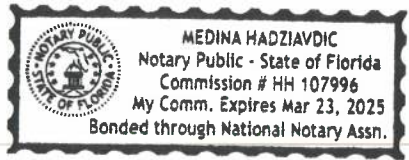
The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this November 16, 2023 (Date) by George R. Miller, P.E., Executive Vice President (Name of Officer or Agent, Title of Officer or Agent) of England-Thims & Miller, Inc. (Name of Contractor Company Acknowledging), a Florida (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced _____ as identification.

Medina Hadziavdic

Notary Public
Medina Hadziavdic

Printed Name

My Commission Expires: March 23, 2025





Company ID Number:571783

Client Company ID Number:1574963

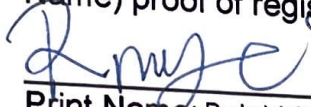
Employer England Thims & Miller Inc	
Name (Please Type or Print) Jeff Krueger	Title Director, HR
Signature Electronically Signed	Date September 01, 2020
E-Verify Employer Agent Paylocity Corporation	
Name (Please Type or Print) Jessica Walter	Title
Signature Electronically Signed	Date September 01, 2020
Department of Homeland Security - Verification Division	
Name USCIS Verification Division	Title
Signature Electronically Signed	Date September 01, 2020

FORM E - 2 SUBCONTRACTOR E-VERIFY AFFIDAVIT

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

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

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



Print Name: Roderick Myrick, P.E.

Date: 10/25/2023

STATE OF FLORIDA
COUNTY OF Martin

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this October 25, 2023 (Date) by Roderick Myrick (Name of Officer or Agent, Title of Officer or Agent) of AE Engineering, Inc. (Name of Contractor Company Acknowledging), a Florida (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced personally known as identification.

Renee Wood

Notary Public

Renee a. wood

Printed Name

My Commission Expires: 3/16/2026




FORM E - 2
SUBCONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Cal-Tech Testing 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.

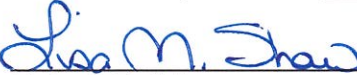
All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

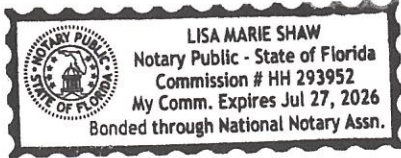
A true and correct copy of Cal-Tech Testing Inc (Subcontractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.


Print Name: Gary McCollum
Date: 10-25-2023

STATE OF FLORIDA
COUNTY OF DUVAL

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
Lisa M. Shaw
Printed Name



My Commission Expires: July 27, 2026

**FORM E - 2
SUBCONTRACTOR E-VERIFY AFFIDAVIT**

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

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

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

Scott A. Graham

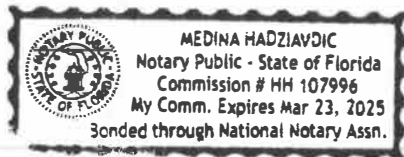
Print Name: Scott A. Graham, PSM
Date: 11/15/2023

STATE OF FLORIDA
COUNTY OF Florida

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 11/15/23 (Date) by Scott Graham (Name of Officer or Agent, Title of Officer or Agent) of ETM Surveying & Mapping, Inc. (Name of Contractor Company Acknowledging), a Florida (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced _____ as identification.

Medina Hadziavdic
Notary Public
Medina Hadziavdic
Printed Name

My Commission Expires: March 23, 2025



ETM

ENGLAND-THIMS & MILLER

14775 Old St. Augustine Road

Jacksonville, Florida 32258

(904) 642-8990

www.etminc.com

EXHIBIT "C"
NEGOTIATED RATES

**CONSTRUCTION ENGINEERING AND INSPECTION
NEGOTIATED RATES**

FOR

Project Description: NC23-057-RFQ William Burgess Extension CEI

NC23-057-RFQ William Burgess Extension CEI & JEA CEI

SCOPE OF SERVICES
CONSTRUCTION ENGINEERING AND INSPECTION

- PURPOSE:** This scope of services describes and defines the Construction Engineering and Inspection (CEI) services which are required for contract administration and inspection for the construction projects listed below.
- SCOPE:** The Consultant shall provide CEI services for William Burgess Extension CEI as defined in this Scope of Services. CEI work required to be performed on behalf of JEA to complete the JEA’s portion of the construction contract will be negotiated and performed under a separate contract. The Consultant shall exercise their independent professional judgment in performing their obligations and responsibilities under this Agreement.
- LENGTH OF SERVICE AND FEE:** The Consultant’s services shall begin upon written notification to proceed by County. The duration of the work was estimated to include (18) months for construction, (1) month for pre-construction activities, and (1) month for project close out. Any efforts required beyond the estimated duration will be performed as hourly services at the rates and multipliers established below.

Nassau County Manhour Estimated - NC23-057-RFQ William Burgess Extension CEI																													
Year	2024												2025												2026		PROJECT TOTAL MAN MONTHS	OT	PROJECT TOTAL MAN HOURS
Month	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB			
Project Staff						P	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	E				
Senior Project Engineer (ETM)						0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	5.00		865.00
Project Administrator (ETM)						0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	10		1730.00	
Contract Support Specialist (ETM)						0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	5		865.00	
Administrative Assistant (ETM)						0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	4		692.00	
Inspection (ETM)						1.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	1.00	38	15%	7560.10	
Inspection (AE)								1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00		16	15%	3183.20		
																										78		14895.3	

P Pre-construction & Utility Support Assumptions
C Construction (4) 10 Hour Days + (1) 8 Hour Day
E Closeout

Nassau County Manhour Estimated - NC23-057-RFQ William Burgess Extension CEI							
Positions	Base Rate	Multiplier	Partially Loaded Rate	Profit	Contract Rate	Estimated Hours	Fee
Senior Project Engineer (ETM)	\$87.50	3.12921	\$273.81	12%	\$ 265.00	865.00	\$229,225.00
Project Administrator (ETM)	\$60.45	3.12921	\$189.16	12%	\$ 185.00	1730.00	\$320,050.00
Contract Support Specialist (ETM)	\$37.55	3.12921	\$117.50	12%	\$ 125.00	865.00	\$108,125.00
Administrative Assistant (ETM)	\$20.48	3.12921	\$64.09	12%	\$ 71.78	692.00	\$49,669.38
Inspection (ETM)	\$37.50	3.12921	\$117.35	12%	\$ 120.00	7560.10	\$907,212.00
Inspection (AE)	\$26.95	2.38295	\$64.22	12%	\$ 71.93	3183.20	\$228,957.91
Verification Testing Cal-Tech							\$56,265.00
Note: ETM Multiplier = FDOT Audited Field Overhead (1.8397) + Field Expenses (0.2831) + FCCM (0.00641) + the employee (1.0)							
Note: AE Multiplier = FDOT Audited Field Overhead (1.2413) + Field Expenses (0.1344) + FCCM (0.00725) + the employee (1.0)							
Lump Sum Sub Total:							\$1,899,504.29

- ITEMS TO BE FURNISHED BY THE COUNTY TO CONSULTANT:** The County will furnish the following documents.
 - Construction Plans,
 - Specification Package,
 - Copy of the Executed Construction Contract, and
 - Utility Agency’s Agreements, Specifications, and Approved Material List (if applicable).

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5. ITEMS FURNISHED BY THE CONSULTANT:

- a. **Vehicles:** Vehicles will be equipped with appropriate safety equipment and must be able to effectively carry out requirements of this Agreement.
- b. **Field Equipment:** The Consultant shall supply items essential to carry out the work under this Agreement.

6. LIAISON: The Consultant shall keep the Construction Project Manager informed of all significant activities, decisions, correspondence, reports, and other communications related to its responsibilities under this Agreement and seek input from the Construction Project Manager. Invoice Approval Requests, Personnel Approval Requests, Time Extension Requests, and Supplemental Amendment Requests shall be reviewed and approved by the Construction Project Manager.

7. PERFORMANCE OF THE CONSULTANT: During the term of this Agreement and all supplements thereof, the County will review various phases of Consultant's operations, to determine compliance with this Agreement. The Consultant shall cooperate and assist County representatives in conducting the reviews.

8. REQUIREMENTS:

- a. **General:** It shall be the responsibility of the Consultant to administer, monitor, and inspect the Construction Contract such that the project is constructed in reasonable conformity with the plans, specifications, and special provisions for the Construction Contract. The Consultant shall observe the Contractor's work to determine the progress and quality of work, identify discrepancies, report significant discrepancies to the County, and direct the Contractor to correct such observed discrepancies. The Consultant shall advise the Construction Project Manager of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action taken. Nothing shall relieve the Contractor of responsibility for the satisfactory performance of the Construction Contract.
- b. **On-site Inspection:** The Consultant shall monitor only the Contractor's on-site construction activities and observe materials entering the work in accordance with the plans, specifications, and special provisions for the Construction Contract to determine that the project is constructed in reasonable conformity with such documents. The Consultant shall keep detailed accurate records of the Contractor's daily operations and of significant events that affect the work.
- c. **Sampling and Testing:** The Consultant shall provide daily surveillance of the Contractor's Quality Control activities at the project site and perform the sampling and testing of materials and completed work items that are normally done in vicinity of the project for verification and acceptance. The Consultant shall determine the acceptability of all materials and completed work items on the basis of either test results or verification of a certification, certified mill analysis, DOT label, DOT stamp, etc. Documentation reports on sampling and testing performed by the Consultant shall be submitted to responsible parties during the same week that the construction work is done. The Consultant shall be responsible for transporting samples to be tested at an approved laboratory.
- d. **Engineering Services:** The Consultant shall assist the County with coordination of the Construction Contract administration activities with all parties including the Contractor which are involved in completing the construction project. Notwithstanding the above, the Consultant is not liable to the County for the failure of such parties to follow written direction issued by the Consultant. Services include observing Contractor activities, interpreting plans, specifications, and special provisions for the Construction Contract, maintaining records of activities and events relating to the project, and properly documenting all significant project changes. The Consultant shall perform the following services:
 - i. Verify that the Contractor is conducting inspections, preparing reports, and monitoring all storm water pollution prevention measures associated with the project.

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- ii. Analyze the Contractor's schedule(s) (i.e., baseline(s), revised baseline(s), updates, as-built, etc.) for compliance with the contract documents. Elements including, but not limited to, completeness, logic, durations, activity flow, milestone dates, concurrency, resource allotment, and delays will be reviewed. Verify the schedule conforms with the construction phasing and MOT sequences, includes all contract modifications, and the Contractor's plan for completing the project within the allowed contract time is reasonable. Provide a written review of the schedule identifying significant omissions, improbable or unreasonable activity durations, errors in logic, and any other concerns.
 - iii. Know the Contract and represent the County in the execution thereof. Analyze problems that arise on a project and proposals submitted by the Contractor, work to resolve such issues, and document the contract changes. Prepare recommendations to the County for all change orders, field changes, or material substitutions.
 - iv. Monitor, observe and document utility construction for progress. Facilitate coordination and communication between Utility Agency's representatives, County's staff, and contractors in execution of the work. Identify potential utility conflicts and assist in the resolution of utility issues.
 - v. Produce reports, verify quantity calculations, and field measure for payment purposes as needed to prevent delays in Contractor operations and to facilitate processing of such information in order for the County to make timely payment to the Contractor. Review each pay request by the Contractor and either request corrections or provide concurrence to the County.
 - vi. Provide information when requested by the County to support Public Information services as required to manage inquiries from the public, public officials, and the news media.
 - vii. Obtain videos / photos of the pre-construction conditions throughout the project limits. Photos shall be taken of progress with an emphasis on documenting potential claims and areas of potential public concern.
 - viii. Coordinate with County through the close out phase of the project and review Contractor As-Builts.
 - ix. Administer RFI's, shop drawings, and other submittals and distribute in accordance with provisions of the contract to the owner and/or EOR as required.
 - x. Conduct Preconstruction, Pre-paving, and, field meetings, etc. with meeting minutes.
 - xi. Perform periodic reviews of the Contractor's MOT and reporting for compliance with plans.
- 9. PERSONNEL:** The Consultant shall staff the project with the qualified personnel necessary to carry out its responsibilities efficiently and effectively under this Agreement. Once authorized, the Consultant shall establish and maintain an appropriate staff through the duration of construction and completion of the final estimate. Responsible personnel, thoroughly familiar with all aspects of construction and final measurements of the various pay items, shall be available to resolve disputed final pay quantities until the associated Construction Contract has been closed.
- 10. PROJECT CLOSE OUT:** Consultant shall make a pre-final inspection to determine if the project is substantially complete, and a final inspection to determine if the Project has been fully completed in substantial accordance with the Contract Documents and whether the contractor has fulfilled all of its obligations there under so that the Consultant may recommend approval, in writing, of final payment to the contractor.
- 11. INVOICING:** Monthly invoices shall be submitted to the County in a format and schedule defined by the County.
- 12. OTHER SERVICES:** Upon written authorization by the County Project Manager, the Consultant will perform additional services in connection with the project not otherwise identified in this Agreement. The following items are not included as part of this Agreement but may be required by the County to supplement the Consultant services under this Agreement.
- A. Review of MBE participation.
 - B. CEI for JEA's portion of the Contract (This will be under a separate agreement).
 - C. Management of project through warranty period / claims.

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- D. Assist in preparing for arbitration hearings or litigation associated with the Agreement.
- E. Provide qualified engineering witnesses and exhibits for arbitration hearings or litigation associated with the Agreement.
- F. Provide on- and off-site inspection services in addition to those provided for in this Agreement.
- G. Engineering Design & Permitting including (SJRWMD As-Built Certification & FDEP Certification).
- H. Survey & Construction Stakeout, Wetland Delineation, As-Built Suvey (Contractor)
- I. OSHA or other Regulatory Safety Inspections, or Inspections of work performed by others.
- J. Quality Control / Material Testing (Contractor)

13. POST CONSTRUCTION CLAIMS REVIEW: In the event the Contractor submits a claim for additional compensation and/or time after the Consultant has completed this Agreement, the Consultant shall, upon execution by the County and the Consultant of an Amendment to this Agreement providing for compensation for such services, analyze the claim, engage in negotiations leading to settlement of the claim, and prepare and process the required documentation to close out the claim. Compensation for such services will be negotiated and effected through a Supplement to this Agreement.

14. OTHER CONSIDERATIONS: Consultant will not assume responsibility for the Contractor's means, methods, techniques, sequences or procedures of construction and it is understood that field services provided by Consultant will not relieve the Contractor of his responsibilities for performing the work in accordance with the plans and specifications.