

**CONTRACT FOR STORM DRAIN INSTALLATION, REPAIR, AND REPLACEMENT  
SERVICES**

**THIS CONTRACT** is entered into by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as the “County”, and **JAX UTILITIES MANAGEMENT, INC.**, located at **5465 VERNA BLVD, JACKSONVILLE, FL 32205**, hereinafter referred to as the “Vendor” on the day and year last written below (hereinafter “Effective Date”).

**WHEREAS**, the County received bids for storm drain installation, repair, and replacement services, on August 14, 2024. Said services are more fully described in the County’s Invitation to Bid (“ITB”), attached hereto and incorporated herein as Exhibit “A”; and

**WHEREAS**, the County has determined that the Vendor was the lowest, most responsive and responsible bidder; and

**WHEREAS**, all terms and conditions of the County’s request for proposal and the Vendor’s response are incorporated herein and made a part of this Contract by this reference; and

**WHEREAS**, a copy of the Vendor’s Response Price Sheet is attached hereto as Exhibit “B” and made a part hereof.

**NOW, THEREFORE**, in consideration of the terms and conditions herein set forth, the County and the Vendor 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. Contract Exhibits.**

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

**Exhibit “A” COUNTY’S INVITATION TO BID NC24-022-ITB, (“ITB”), AS  
MODIFIED BY ADDENDA; AND**

**Exhibit “B” VENDOR’S RESPONSE**

**SECTION 3. Description of Goods and/or Services to be Provided.**

3.1 The Vendor shall provide the goods and/or services further described in Exhibit “A”. This Contract standing alone does not authorize the performance of any work or require the County to place any orders for work. The Vendor shall commence the work in accordance with the issuance of a written *Notice to Proceed* for goods and/or services issued by the County. The Vendor shall provide the goods and/or services as contained in Exhibit “A” in a timely and professional manner in accordance with specifications referenced herein.

**SECTION 4. Payment and Invoicing.**

4.1 The County shall pay the Vendor in an amount not to exceed Two Million Five Hundred Thousand Dollars and 00/100 (\$2,500,000.00) for the goods and/or services referenced in Exhibit “A”. No payment shall be made for goods and/or services without a proper County work authorization or purchase order. The Vendor shall submit a copy of all invoices to both the Public Works Director or designee and to [invoices@nassaucountyfl.com](mailto:invoices@nassaucountyfl.com) for payment. The invoice submitted shall include the contract number referenced and shall be in sufficient detail as to item, quantity and price in order for the County to verify compliance with the awarded bid specifications and conditions of this Contract. Payment shall not be made until goods and/or services have been received, inspected and accepted by the County in the quantity and/or quality ordered. Payment in advance of receipt of goods and/or services by the County **cannot** be made. The County shall pay the Vendor within forty-five (45) calendar days of receipt and acceptance of invoice by the Director of Public Works, pursuant to and in accordance with the promulgations set forth by the State of Florida’s Prompt Payment Act found at Section 218.70, Florida Statutes. The Vendor shall honor all purchase orders or work authorizations issued prior to the expiration of the term of this Contract.

**SECTION 5. Acceptance of Goods and/or Services.**

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

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

6.1 The term of this Contract shall begin upon the date of execution by both parties to this Contract and shall terminate on September 30, 2026. The term of this Contract may be extended in one (1) year increments, for up to two (2) additional years, with no changes in terms or conditions, upon mutual written agreement between the Vendor 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 8 hereinbelow.

6.2 In the event that the 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. Firm Prices.**

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

**SECTION 8. Funding.**

8.1 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 9. Expenses.**

9.1 The Vendor shall be responsible for all expenses incurred while providing goods and/or 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 Vendor’s agents, if any, hired by the Vendor to complete the work under this Contract.

**SECTION 10. Taxes, Liens, Licenses and Permits.**

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

10.2 The Vendor shall secure and maintain all licenses and permits required to provide goods and/or 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.

10.3 The Vendor 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 Vendor shall include notice of such exemptions in any subcontracts and purchase orders issued under this Contract.

**SECTION 11. Governing Law, Venue and Compliance with Laws.**

11.1 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.

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

**SECTION 12. Change Orders.**

12. 1 The County reserves the right to order, in writing, changes in the work within the scope of the Contract, such as change in quantity or delivery schedule. The Vendor has the right to request an equitable price adjustment in cases where changes to the Contract under the authority of this clause result in increased costs to the Vendor.

**SECTION 13. Modifications.**

13. 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 14. Assignment and Subcontracting.**

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

**14.2** In order to assign this Contract, or to subcontract any of the work requirements to be performed, the Vendor 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 Vendor 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 judgement, are insufficient. The Vendor shall be responsible for all work performed and all expenses incurred as a result thereof. Any subcontract arrangements shall be evidenced by a written document available to the County upon request. The Vendor further agrees that the County shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract. The Vendor, at its expense, shall defend the County against such claims.

**14.3** The Vendor 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 Vendor and subcontractors. The Vendor's failure to pay its subcontractor(s) within seven (7) working days shall result in a penalty charged against the Vendor 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 15. Severability.**

**15.1** 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 16. Termination for Default.**

**16.1** If the Vendor 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 Vendor, then the County may, without prejudice to any right or remedy the County may have, terminate this Contract.

**16.2** Upon termination of this Contract, the Vendor 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 17. Termination for Convenience.**

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

**SECTION 18. Force Majeure.**

**18.1** 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.

**18.2** 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 Vendor believes is excusable under this section, the Vendor shall notify the County in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Vendor could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date the Vendor first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE THE VENDOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this 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 Vendor of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the County. The Vendor shall not be entitled to an increase in the Contract price or payment of any kind from the County for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this section, after the causes have ceased to exist, the



Vendor shall perform at no increased cost, unless the County determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the County, in which case, the County may do any or all of the following: (1) accept allocated performance or deliveries from the Vendor, provided that the Vendor grants preferential treatment to the County with respect to goods and/or services subjected to allocation; (2) purchase from other sources (without recourse to and by the Vendor for the related costs and expenses) to replace all or part of the goods and/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 19. Access and Audits of Records.**

**19.1** The Vendor shall maintain adequate records to justify all charges, expenses, and costs incurred in providing the goods and/or services 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 Vendor.

**SECTION 20. Public Emergencies.**

**20.1** The Vendor agrees that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of nature that the County shall require a “First Priority” for goods and/or services. The County expects to pay a fair and reasonable price for all goods and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado or other acts of nature.

**SECTION 21. Probationary Period.**

**21.1** The first ninety (90) days of this Contract are to be considered a “probationary period.” Notwithstanding Sections 16 and 17 hereinabove, during the probationary period, the County may terminate this Contract based upon the performance of the Vendor and a new award be granted without another formal bid.

**SECTION 22. Independent Vendor Status.**

**22.1** The Vendor shall provide the goods and/or 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 Vendor or any of its agents or employees to be an agent, employee or representative of the County.

**22.2** The Vendor and the County agree that during the term of this Contract: (a) the Vendor has the right to provide goods and/or services for others; ((b) the Vendor has the right to provide the goods and/or services required by this Contract; and (c) the Vendor has the right to hire assistants as subcontractors, or to use employees to provide the goods and/or services required by this Contract pursuant to Section 14 hereinabove.

**SECTION 23. Indemnification.**

**23.1** The Vendor 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 Vendor or any persons employed or utilized by the Vendor, in the performance of this Contract. The Vendor 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 Vendor's performance under this Contract.

**SECTION 24. Insurance.**

**24.1** The Vendor 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.

24.2 The Vendor 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 25. Dispute Resolution Process.**

25.1 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.

25.2 In the event the County elects to use the dispute resolution process under this section, the County shall send a written communication to the Vendor pursuant to Section 32 hereinbelow. The written notification shall set forth the County’s interpretation of the terms of this Contract.

25.3 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 Vendor. The Vendor 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.

25.4 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 Vendor.

The Vendor shall not stop work during the pendency of the dispute resolution or mediation process as set forth in this section.

**SECTION 26. E-Verify.**

**26.1** The Vendor 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 Vendor during the term of this Contract to work in Florida. Additionally, if the Vendor uses subcontractors to perform any portion of the work (under this Contract), the Vendor 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](http://www.uscis.gov/e-verify).

**26.2** The Vendor 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 Vendor's enrollment in the program. This includes maintaining a copy of proof of the Vendor's and subcontractors' enrollment in the E-Verify program. If the Vendor enters into a contract with a subcontractor, the subcontractor shall provide the Vendor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Vendor shall maintain a copy of such affidavit for the duration of the Contract.

**26.3** 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 Vendor may not be awarded a public contract for at least one (1) year after the date

on which the contract was terminated and the Vendor is liable for any additional costs incurred by the County as a result of the termination of this Contract.

**SECTION 27. Public Records.**

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

- a. Keep and maintain public records required by the County to provide goods and/or services.
- 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 Vendor 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 Vendor or keep and maintain public records required by the County to perform the service. If the Vendor transfers all public records to the County upon completion of the Contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically 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.

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

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

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

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

(a) The Court determines that the Vendor unlawfully refused to comply with the public records request within a reasonable time; and

(b) At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Vendor has not complied with the request, to the County and to the Vendor.

**27.6** A notice complies with Section 27.5 (b) hereinabove, if it is sent to the County's custodian of public records and to the Vendor at the Vendor's address listed on its Contract with the County or to the Vendor's registered agent. Such notices shall be sent pursuant to Section 32 hereinbelow.

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

**27.8** In reference to any public records requested under this Contract, the Vendor shall identify and mark specifically any information which the Vendor considers confidential and/or proprietary, inclusive of trade secrets as defined in Section 812.081, Florida Statutes, and which the Vendor 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."

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

**27.10** The Vendor further agrees that by designation of the confidential/proprietary material, the Vendor shall defend the County (and its employees, agents and elected and appointed officials) against all claims and actions (whether or not a lawsuit is commenced) related to the

Vendor's designation of the material as exempt from public disclosure and to hold harmless the County (and its employees, agents and elected and appointed officials) from any award to a plaintiff for damages, costs and attorneys' fees, incurred by the County by reason of any claim or action related to the Vendor's designation of material as exempt from public disclosure.

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

**28.1** During the term of this Contract, or any extension thereto, the Vendor 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 Vendor. If the existence of the proceeding causes the County concerns that the Vendor's ability or willingness to perform this contract is jeopardized, the Vendor may be required to provide the County with reasonable written assurance to demonstrate the Vendor can perform the terms and conditions of the Contract.

**SECTION 29. Scrutinized Companies and Public Entity Crimes.**

**29.1** The Vendor 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 Vendor 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 30. Anti-Discrimination.**

**30.1** The Vendor 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 31. Advertising.**

**31.1** The Vendor shall not publicly disseminate, advertise or publish 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 Vendor’s name and either description of this Contract or the name of the County in any material published, either in print or electronically.

**SECTION 32. Notices.**

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

County:	Nassau County  Attn: Public Works Director  45195 Musselwhite Rd  Callahan, Fl 32011
Vendor:	Jax Utilities Management, Inc.  Attn: Anne-Marie James  5465 Verna Blvd.  Jacksonville, FL 32205

**SECTION 33. Attorney’s Fees.**

**33.1** Notwithstanding the provisions of Section 27 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 34. Authority to Bind.**

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

**SECTION 35. Conflicting Terms, Representations and No Waiver of Covenants or Conditions.**

**35.1** In the event of any conflict between the terms of this Contract and the terms of any attachments, the terms of this Contract shall prevail.

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

**35.3** 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.

**35.4** The Vendor warrants that all goods and/or services provided by the Vendor 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 Vendor or on the container or label.

**SECTION 36. Construction of Contract.**

36.1 The parties hereby acknowledge that they have fully reviewed this Contract and any attachments 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 37. Headings.**

37.1 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 38. Entire Agreement and Execution.**

38.1 This Contract, together with any attachments, constitutes the entire Contract between the County and the Vendor and supersedes all prior written or oral understandings.

38.2 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 39. Change of Laws.**

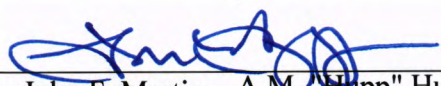
39.1 If there is a change in any state or federal law, regulation or rule or interpretation thereof, which affects this Contract or the activities of either party under this Contract, and either party reasonably believes in good faith that the change will have a substantial adverse effect on that party's 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, Vendor shall be paid its compensation for the goods and/or services provided prior to the termination date.

**SECTION 40. Human Trafficking Affidavit.**

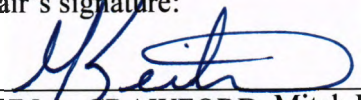
40.1 In accordance with Section 787.06, Florida Statutes, the Vendor shall provide the County with an affidavit, on a form approved by the County, signed by an officer or a representative of the Vendor under penalty of perjury attesting that the Vendor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

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 A.M. "Hupp" Huppmann  
Its: Chairman  
Date: ~~1-10-25~~ JAN 13 2025

Attest as to authenticity of the  
Chair's signature:

  
JOHN A. CRAWFORD Mitch L. Keiter  
Its: Ex-Officio Clerk

Approved as to form and legality by the  
Nassau County Attorney

Denise C. May 11/27/2024  
DENISE C. MAY

**JAX UTILITIES MANAGEMENT, INC.**

Charles D. Freshwater  
By: Charels D. Freshwater

Contract No.: CM3815

Its: President

Date: 11/25/2024

# EXHIBIT A



## INVITATION TO BID

### *NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS*

<b>Solicitation Title:</b> Storm Drain Installation, Repair, and Replacement Services	<b>Issue Date:</b> June 21, 2024
<b>Solicitation Number:</b> NC24-022-ITB	<b>Project/Contract Duration:</b> Two (2) years after Contract Execution with option to renew for three (3) additional years
<b>Requesting Department:</b> Road Department	<b>Procurement Contact:</b> Brittany Contardi
<b>Contact Address:</b> 96135 Nassau Place, Suite 2 Yulee, Florida 32097	<b>Contact Information:</b> procurement@nassaucountyfl.com
<b>Pre-Bid Date/Time:</b> July 10, 2024 @ 10:00 AM ET James S. Page Complex Public Services Conference Room 96161 Nassau Place Yulee, FL 32097	<b>Deadline for Questions:</b> July 26, 2024 @ 4:00 PM ET
<b>Bid Due Date and Opening Date/Time:</b> August 8, 2024 @ 10:00 AM ET	
<b>Location of Bid Opening:</b> Robert M. Foster Justice Center, 76347 Veterans Way, Second Floor, Yulee, Florida 32097	

In accordance with the intent and content of this solicitation, we the undersigned do hereby offer to perform as stipulated in this Bid. Failure to do so may result in the forfeiting of bid security, removal from the County's vendor list, or other remedies available to the County under the laws of the State of Florida.

<b>Legal Name of Respondent:</b>		
<b>Business Address:</b>		
<b>Phone Number:</b>	<b>Email:</b>	<b>FL License Number:</b>
<b>Authorized Signature:</b>		<b>Date:</b>
<b>Printed Name of Signer:</b>		<b>Title:</b>

#### General Instructions/Declarations

1. Bid results will be available pursuant to Florida Statute 119.071(b).
2. Bids must be submitted on the forms furnished by the County within this solicitation, unless otherwise specified below.
3. This page must be completed and returned as the top sheet of any Bid submitted.
4. It is the intent and purpose of Nassau County that this solicitation promotes competitive bidding. It shall be the Bidder's responsibility to advise the Procurement Department via the County's electronic bidding platform if, in the Bidder's opinion, any language, requirements, etc. inadvertently restricts or limits competition. Such notification must be submitted via the County's electronic bidding platform and must be received by the Procurement Department no later than the Deadline for Questions date and time stated above.

**(THIS PAGE MUST BE RETURNED WITH YOUR BID)**

## TABLE OF CONTENTS

SECTION A	INTRODUCTION AND GENERAL INFORMATION
SECTION B	INSTRUCTIONS TO BIDDERS
SECTION C	GENERAL PROVISIONS
SECTION D	SPECIAL PROVISIONS
SECTION E	AWARD OR REJECTION OF BIDS
SECTION F	SCOPE OF SERVICES AND SPECIFICATIONS
APPENDIX "A"	SCOPE OF SERVICES AND SPECIFICATIONS
APPENDIX "B"	PRICE SHEET
APPENDIX "C"	INSURANCE REQUIREMENTS
APPENDIX "D"	DRAFT CONTRACT
FORM A	PUBLIC ENTITY CRIMES
FORM B	BIDDER QUESTIONNAIRE
FORM C	DRUG FREE WORKPLACE CERTIFICATION
FORM D	E-VERIFY AFFIDAVIT

## SECTION A. INTRODUCTION AND GENERAL INFORMATION

### A1. Summary:

The Nassau County Board of County Commissioners (BOCC) is seeking bids from qualified vendors to provide the storm drain installation, repair, and replacement services of storm drain systems and roadways resulting in a complete storm drain system and roadway infrastructure throughout Nassau County, Florida in accordance with the scope of services and specifications. Vendor shall furnish all labor, materials, and equipment necessary to perform the work described herein in strict accordance with the scope of services and specifications.

The services shall be performed on property owned by or under the jurisdiction of Nassau County in accordance with the solicitation specifications.

The work is to be performed by a general contractor or underground utility contractor, licensed, insured, and bonded to do business in the State of Florida. Vendor shall be familiar with and shall comply with County and State Ordinances governing demolition work and traffic control regulations during work. Vendor shall furnish all labor, materials, and equipment necessary to perform the work described herein in strict accordance with these specifications.

### A2. Term of Contract:

The initial term of the Contract resulting from this solicitation shall prevail for a period of two (2) years from the date of execution by both the County and the awarded vendor.

#### Option to Renew for three (3) additional years on a year-by-year basis:

Prior to, or upon completion, of that initial term, the County shall have the option to renew this contract for an additional three (3) year period, on a year-to-year basis. Continuation of the contract beyond the initial period, and any option subsequently exercised, is subject to contract performance and an annual appropriation by the Board of County Commissioners.

For any adjustment to commence on the first day of any exercised option period, the vendor's request for adjustment should be submitted ninety (90) calendar days prior to the expiration of the then current contract term. The vendors(s) adjustment request should not be in excess of the Consumer Price Index for all Urban Consumers (CPI-U): U.S. County Average for All Items 1982-84=100, which is issued by the U.S. Department of Labor, Bureau of Labor Statistics. If no adjustment request is received from the vendor(s), the County will assume that the vendor(s) has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period may not be considered.

The County reserves the right to apply any reduction in pricing for the additional term(s) based on the downward movement of the applicable index.

## SECTION B. INSTRUCTIONS TO BIDDERS



- B1.** Bidders shall carefully examine these solicitation forms, specifications, attached drawings (if applicable), and all instructions. Failure to do so will be at the Bidder's risk. Bidders, without exception, will be solely responsible for all aspects of the terms, conditions, and special provisions of this solicitation.
- B2.** All bids must be signed with the firm name and by an authorized officer or employee. Obligations assumed by such signature must be fulfilled.
- B3.** The term "County" means the Nassau County Board of County Commissioners, a political subdivision of the State of Florida, and its authorized designees, agents and employees.
- B4.** Each Bidder shall furnish the information required on the Bid Price Sheet and each accompanying sheet thereof, if applicable, on which he/she makes an entry. Offers submitted on any other format may be disqualified.
- B5.** All bids must be submitted electronically via the County's electronic bidding platform ([PlanetBids](https://pbsystem.planetbids.com/portal/49083/bo/bo-search)), which is accessible via the County's website or using the following link: <https://pbsystem.planetbids.com/portal/49083/bo/bo-search>.

It is the Bidder's responsibility to ensure that bids are received in the County's electronic bidding platform before the Bid due date and time. **The platform will not allow Bids after the cut-off time EVEN IF YOU ARE IN THE PROCESS OF SUBMITTING YOUR BID WHEN THE CUT-OFF TIME ARRIVES.** Please plan your submittal timing accordingly. No mailed, facsimile, or emailed Bids will be considered.

- B6.** Bids will be opened on the date and time specified on the cover page of this solicitation at the Office of the Clerk located at the Robert M. Foster Justice Center, 76347 Veterans Way, Yulee, Florida 32097. The public is invited to attend.
- B7.** The County reserves the right to request any additional information needed for clarification from any Bidder for evaluation purposes.
- B8.** Pursuant to recent changes in Florida Statutes Chapter 119.071 (General Exemptions from inspection or copying of public records) the bid opening process is temporarily exempt from Public Records requirements, except bids received pursuant to a competitive solicitation for construction or repairs on a public building or public work. Information may be released to the public once the County provides a notice of intended decision or thirty (30) days after the bid opening, whichever is earlier.

Pursuant to recent changes in Florida Statutes Chapter 286.0113 (General exemptions from public meeting requirements) any portion of a meeting in which negotiations with a vendor is conducted as part of the "competitive negotiation" process at which a vendor makes an oral presentation or answers questions as part of the "competitive solicitation" process are exempt from public meeting requirements until the County provides notice of an intended decision or until thirty (30) days after bid opening, whichever is earlier. Any portion of a

committee meeting at which negotiation strategies are discussed is exempt.

A complete record shall be made of any portion of an exempt meeting; no portion may be held off the record. The recording of and any records presented at the exempt meeting are exempt from FS119.071 until such time as the board provides notice of an intended decision or 30 days after opening the bids, proposals, or final replies.

Please refer to Florida Statutes 119.071, 255.0518 and 286.0113 for further details.

- B9.** Bids may not be withdrawn for a period of one hundred and twenty days (120) after the Bid opening date. Bids may be withdrawn or modified at any time before the Bid due date during which the Bidder may withdraw their Bid or make any needed modification(s) and resubmit without prejudice by utilizing the modification/withdrawal feature within the County's electronic bidding platform ([PlanetBids](#)).
- B10.** Please check your pricing before submitting your Bid, as no changes in pricing will be allowed after the Bid opening. In cases of the extended price irregularities, unit pricing will prevail. Please note that the County reserves the right to clarify and correct blatant unit price or extended price and/or calculation errors.
- B11.** Be sure to sign your Bid. Failure to include proper signatures on the required documents may result in a disqualification of that Bid. Only an authorized person that can legally bind the company to this engagement shall sign.
- B12.** Bidders are advised that the County will not accept limitations on liability from any vendor. The successful Bidder(s) will be fully liable for all damages and events caused by them, without any limitations, and they shall waive any rights of subrogation as a part of any contract resulting from this solicitation and associated submittal. The County will pursue liable Bidders to the extent allowed by law for damages caused by them during the performance of a contract with the County. Any Bid received that limits liability will be considered unresponsive and will not be accepted by the County.
- B13.** Bidder shall include in their Bid package a copy of their current, valid insurance coverage certification that meets or exceeds the requirements of included with this solicitation.
- B14. Participation in E-Verify Required by Law:** Pursuant to Florida Statute 448.095, all vendors doing business with Nassau County are required to register with, and participate in, the federal government's E-Verify program ([www.e-verify.gov](http://www.e-verify.gov)). Bidders will be required to provide proof of registration from E-Verify along with a completed affidavit certifying their compliance with F.S. 448.095.

By submitting a Bid to this solicitation, the Bidder acknowledges and agrees that:

- (a) If the County has a good faith belief that a person or entity with which it is contracting has knowingly violated §448.09(1), Florida Statutes, the contract shall be terminated,

- (b) If the County has a good faith belief that a subcontractor knowingly violated §448.095(2), but the Prime Contractor otherwise complied with §448.095(2), Florida Statutes, shall promptly notify the Prime Contractor and order the Prime Contractor to immediately terminate their contract with the subcontractor,
- (c) A contract terminated under the above subparagraphs 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, and
- (e) If a contract is terminated for a violation of F.S. 448 by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

**B15.** Bidders are required to refrain from contacting any County Departments, Divisions, or external agents or consultants about this solicitation during the solicitation process. **ANY QUESTIONS FROM VENDORS MUST BE RECEIVED VIA THE COUNTY'S ELECTRONIC BIDDING PLATFORM ([PlanetBids](#))**. Failure to comply with this requirement may result in disqualification of your bid and egregious and/or repeated violations may result in debarment from future solicitations, contracts, or other business with the County.

Questions received will be formatted by the Procurement department and issued to all interested parties in the form of an addendum. Oral questions and/or answers are not authorized outside of a Pre-Bid Conference setting (if applicable), and **the County will not entertain any verbal communications regarding this or any other solicitation.** All questions regarding this solicitation must be received by the date and time specified on the first page of this solicitation. Questions received after this date will not be reviewed.

Inquiries or requests for clarification must specify the relevant section(s), subsection(s), paragraph(s), and page number(s) of the competitive solicitation being questioned by the Bidder.

The County will consider the Bidder's lack of inquiries or requests for clarification prior to the Deadline for Questions to constitute the Bidder's acceptance of all of the terms, conditions, and requirements as stated in this solicitation and any addenda or amendments thereto.

**B16.** It will be the responsibility of the Bidder to visit the County's electronic bidding platform ([PlanetBids](#)), prior to submitting a bid, to ascertain if any addenda have been issued and to review those addenda, if applicable. Bidders must complete and return the enclosed Addenda Acknowledgement Form with their bid. Failure to comply may result in disqualification of the bid.

**B17. NON-MANDATORY PRE-BID**

A non- mandatory pre-bid will be held to discuss the special conditions and specifications included within this solicitation as identified in the cover page of this solicitation. Vendors are requested to bring this solicitation document to the conference, as copies will not be available.

**SECTION C. GENERAL PROVISIONS**

**C1. Terms & Conditions:** Bidder proposes and agrees, if their bid is accepted, to enter into a contract with the Nassau County Board of County Commissioners, to perform and furnish all goods and services specified in the contract documents, consistent with this solicitation, for the agreed-upon price, within the agreed timeframe indicated in this solicitation, and in accordance with the other terms and conditions of the contract. The successful Bidder(s) shall execute and return to the County, within ten (10) days after receipt, all contractual documents, performance and payment bonds (if applicable), insurance certificates, E-Verify documentation, and any other documents required by this solicitation. No Contract shall be considered binding upon the County until it has been properly executed by all parties.

**C2. Receiving/Payment/Invoicing:** The County shall pay all vendors within forty-five (45) calendar days of receipt of an invoice, in accordance with the Local Government Prompt Payment Act (Florida Statute 218.70). Payment shall not be made until goods/services have been received/rendered, inspected, and accepted by the County as to the quality and quantity ordered and received. Payment will be accomplished by submission of an invoice, with the contract number referenced thereon, emailed to the County Department receiving the goods or services from the Vendor. Payment in advance of receipt of goods/services by the County will not be made.

Invoice submitted shall be in sufficient detail as to item, service, quantity, and price in order for the County to verify compliance with the contract.

**C3. Acceptance of Goods/Services:** Receipt of goods/services shall not constitute acceptance. Acceptance and authorization of payment shall be given only after a thorough inspection indicates that the goods/services meet the solicitation and contract specifications and conditions. Should the goods/services differ in any respect from specifications, payment will be withheld until such time as the supplier takes all necessary corrective action(s).

**C4. Taxes:** Nassau County is tax exempt. As such, the County will not pay any Federal Excise or State of Florida Sales and Use Taxes. Vendors shall not include taxes in any Bid, invoice, or statement.

**C5. Independent Pricing:** By submitting a bid, the Bidder certifies that in connection with this solicitation:

(a) The prices in the bid have been arrived at independently, without consultation, communication, collusion, or agreement with any other offeror or competitor for the

purpose of restricting competition, and

(b) No attempt has been made or will be made by the Bidder to influence any other person or firm to submit or not submit a bid for the purpose of restricting competition.

- C6. Conflict of Interest – Business Association:** All Bidders must disclose with their offer the name of any officer, director, or agent who is also an officer or employee of the County or related to an officer or employee of the County. Further, all bidders must disclose the name of any Nassau County officer or employee who has, either directly or indirectly, any interest of the Bidder's firm or any of its branches, affiliates, or subsidiaries. Notwithstanding any other provision of law, failure to disclose will result in disqualification of the bid and/or cancellation of work without the County being in breach of contract. The County will seek damages for recoupment of losses for having to re-solicit or re-assign and further reserves the right to debar and any vendor who fails to disclose.
- C7. Conflict of Interest – Advisory Boards:** Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit an advisory board member of the County from holding any employment or contractual relationship with any business entity doing business with the County. Section 112.313(12), Florida Statutes, provides that an advisory board member will not be in violation of the prohibition if certain conditions are met, including the filing of a disclosure form with the County, which is the sole responsibility of the Bidder and must be filed prior to or at the time of submission of the bid. A copy of the filed disclosure form shall be included as part of the Bidder's response.

The advisory board member is required to, prior to or at the time of the submissions of the bid, file a statement with the County, disclosing their interest and the nature of the intended business.

The advisory board member, or his or her spouse, child, or other relative, is required to have in no way used or attempted to use his or her influence to persuade a member of the County or any of its personnel to enter into such a contract other than by the mere submission of the bid.

The advisory board member, or his or her spouse, child, or other relative, is required to have in no way participated in the determination of the solicitation's specifications or the determination of the responsible and responsive Bidder.

- C8. Additional Terms and Conditions:** No additional terms and conditions included with the bid shall be evaluated or considered. Any such additional terms and conditions shall have no force and effect and are inapplicable to this solicitation and the bid submitted. If submitted either purposely through intent or design, or inadvertently appearing separately in transmitting letters, specifications, literature, price lists, or warranties, it is understood and agreed that the general and special conditions in this solicitation and contract documents are the only conditions applicable to this solicitation and the Bidder's authorized signature affixed to the response attests to this.

**C9. Public Records Requirement:** The County is a public agency subject to Chapter 119, Florida Statutes. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6010, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, SUITE 1, YULEE, FLORIDA 32097.**

To the extent that the selected vendor(s) provide(s) goods and/or services to the County, and pursuant to Florida Statute 119.0701, the Vendor(s) shall:

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

**C10. Public Entity Crimes:** A person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a vendor, supplier, sub- vendor, or consultant 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 Statute 287.017 for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. The enclosed

sworn statement for Public Entity Crimes under Florida Statute 287.133(3)(a) must be submitted with the Bid.

- C11. Debarred Vendors:** The County reserves the right to withhold award, rescind an award, or forego award to any Bidder who is found to have been debarred from doing business with the State of Florida or any other public entity. It shall be County's sole determination as to the desirability of contracting with a Bidder who has been barred from doing business with a public entity.
- C12. Equal Opportunity:** The County recognizes fair and open competition as a basic tenet of public procurement and encourages participation by veteran-, minority-, and woman-owned businesses. Such businesses are to be afforded a full opportunity to participate in any procurement by the County and will not be subject to discrimination on the basis of race, color, creed, religion, sex, gender, disability, political affiliation, or national origin.

The County is an equal opportunity/affirmative action employer. The County is committed to equal employment opportunities and expects firms that do business with the County to do the same.

**C13. 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.

- C14.** The contract that the County intends to use for award is attached as Appendix "D". The awarded Vendor will be required to enter into an agreement which will include the requirements of this ITB as well as the terms and conditions of the draft contract, Appendix "D". The County reserves the right to reject any bid(s) containing exceptions or modifications to the standard terms and conditions. The County may revise the stated standard terms and conditions prior to execution.

**SECTION D. SPECIAL PROVISIONS**

- D1. Minimum Standard:** Specifications listed herein describe the expected minimum standard. These specifications are intended to be descriptive in nature and are not intended to eliminate, discourage, impede, or otherwise prevent any vendor from submitting a bid.
- D2. Experience of Bidder:** Bidder must be qualified to perform the services outlined in the scope of work and meet all applicable code requirements.
- D3. Appendices/Attachments/Forms:** All appendices, attachments, and forms are made an essential part of this solicitation.

- D4. Bid Bond (If Applicable):** A Bidder submitting a response that is valued at One Hundred Thousand Dollars and 00/100 (\$100,000.00) or more must submit a Bid Bond payable to the County for five percent (5.0%) of the total amount of the response in order for their submittal to be considered responsive. **THE ORIGINAL BID BOND MUST BE MAILED TO THE OFFICE OF EX-OFFICIO CLERK, 76347 VETERANS WAY SUITE 456, YULEE, FLORIDA 32097, WITH ATTENTION TO THE BID NUMBER OF THIS SOLICITATION. A COPY OF THE BID BOND SHALL ALSO TO BE UPLOADED IN THE COUNTY'S ELECTRONIC BIDDING PLATFORM ([PlanetBids](#))UPON SUBMISSION OF BID.**

The Bid Bonds of the unsuccessful Bidders shall be returned by the County, and the Bid Bond of the Awarded Bidder(s) will be retained until Performance and Payment Bonds have each been executed and approved, after which time the Awarded Bidder(s)' Bid Bond will be returned. A certified check may be used in lieu of a Bid Bond and shall be payable to the Nassau County. Bidders who fail or refuse to provide a required Bid Bond will be disqualified from further consideration.

**Performance/Payment Bond (If Applicable):** If awarded a contract for a project totaling one hundred thousand dollars (\$100,000.00) or more, the Awarded Bidder(s), within ten (10) calendar days of the Contract execution, must provide an acceptable Performance Bond and Payment Bond, each in the amount of one hundred percent (100.0%) of the Contract, and issued by a corporate surety licensed to do business in the State of Florida and Nassau County, for the faithful performance of the work outlined in the enclosed Technical Specifications/Scope of Work.

Pursuant to F.S. 255.05(1)(b), contracts entered into on or after October 1, 2012 require that "before commencing the work or before recommencing the work after a default or abandonment, the Awarded Bidder(s) shall provide to the public entity a certified copy of the recorded bond[s]. Notwithstanding the terms of the Contract or any other law governing prompt payment for construction services, the public entity may not make a payment to the Awarded Bidder(s) until the Awarded Bidder(s) has complied with this [requirement]." **CERTIFIED COPY OF RECORDED PERFORMANCE AND PAYMENT BONDS ARE TO BE SENT TO THE FOLLOWING ADDRESS: OFFICE OF EX-OFFICIO CLERK, 76347 VETERANS WAY SUITE 456, YULEE, FLORIDA 32097, WITH ATTENTION TO THE BID NUMBER OF THIS SOLICITATION.**

## **SECTION E. AWARD OR REJECTION OF BIDS**

- E1. Method of Award:** Award shall be made to the lowest, responsive, and responsible bidder, and meets all requirements of the bid specifications.
- E2.** The County reserves the right to reject any or all bids, with or without cause, without recourse, or to waive technicalities or to accept bids which, in its sole judgment, best serve the interests of the County. Response to this solicitation is considered an operational cost of the Bidder and shall not be passed on to or borne by the County. The County also



reserves the right to reject the response of a Bidder who has previously failed to perform properly, completely, on-time and/or on-cost, contracts of a similar nature, or that are not, in the County's sole discretion, in a position to perform the contract.

- E3.** Any cause including, but not limited to, the following may be considered as sufficient for the disqualification of a Bidder and the rejection of its submittal:
- (a) Submission of more than one bid for the same work by an individual, firm, partnership, or corporation under the same or different names,
  - (b) Evidence of collusion among Bidders, or previous participation in collusive bidding or proposing on work for the County,
  - (c) Any material misrepresentation,
  - (d) Uncompleted work for which the Bidder is committed by contract which, in the judgment of the County, might hinder or prevent the prompt completion of the work under this contract if awarded to Bidder,
  - (e) Violations of the Cone of Silence as provided for herein,
  - (f) Actual or potential conflict of interest as provided for in Section 112.313(3), Florida Statutes, or
  - (g) Conviction for a public entity crime as provided for in Section 287.133, Florida Statutes.
- E4.** The County will provide a contract for the successful Bidder's execution.
- E5.** The award of a contract does not constitute an order nor a Notice to Proceed. Before any services can be performed, the successful Bidder must receive written authorization from the County.
- E6.** Award will be made without further negotiation based upon competitive bids; therefore only "best and final pricing" should be submitted in response to this solicitation.

## **SECTION F. SCOPE OF SERVICES AND SPECIFICATIONS**

**SCOPE OF SERVICES AND SPECIFICATIONS:** Vendor shall provide all Services described in Appendix "A" Scope of Services and Specifications.

(The remainder of this page is intentionally left blank.)

**APPENDIX “A”**  
**SCOPE OF SERVICES AND SPECIFICATIONS**

The Vendor shall provide the storm drain installation, repair, and replacement services of storm drain systems and roadways resulting in a complete storm drain system and roadway infrastructure throughout Nassau County, Florida (the “County”).

It is the intention of the County to use the resulting contract on an as-needed basis. Quantities set forth in the Price Sheet, attached hereto as Appendix “B”, are estimates based on anticipated usage. Quantities are subject to change (e.g. increase/decrease) to meet the needs of the County. Vendor agrees that the price(s) offered shall be maintained irrespective of the quantity purchased. Failure to meet the scheduling needs of the County may result in the termination of the resulting contract.

**A. Scope of Work:**

- A1. Vendor shall provide all labor, materials and equipment, and performing all operations necessary for the installation, repair, and replacement of storm drain systems and roadways resulting in a functional storm drain system and roadway infrastructure throughout the County, in accordance with plans, drawings, specifications, and local ordinances.
- A2. The work shall be conducted in such a manner and with sufficient labor, supervision, supplies, materials, tools, equipment, means of transportation, and all incidentals necessary effect a diligent pursuit of the work through final completion. All items will be utilized as scheduled and as needed throughout the course of the resulting contract.
- A3. Work shall be performed at specific locations within the County. All work shall be performed only on County property or private property with proper easements provided by the designated Road Department representative. Care shall be taken to not disturb any private property.
- A4. Vendor must ensure positive storm water flow is maintained as a result of any installation, repair, or replacement. The County will provide the Vendor elevations to install the work at. In instances where the County is unable to provide the Vendor will the elevation, the Vendor shall install the infrastructure at the appropriate elevation to maintain positive flow.
- A5. **INSTALLATION SERVICES:** Vendor shall install all types of new construction storm drain as necessary. The following types of installation services, are the most commonly needed for service and will include but not be limited to:
  - A5.1 Installation of new storm sewer systems (culverts) varying in diameter and lengths. Nassau County to provide elevations.
- A6. **REPAIR SERVICES:** Vendor shall perform all types of storm drain repairs as necessary. The following types of repair services, are the most commonly needed for service and will include but not be limited to:

- A6.1 The cleaning/flushing of storm drainpipes may include temporary plugging and dewatering of individual storm drain segments.
- A6.2 Vacuuming of the storm drainpipes and appurtenances (inlet boxes).
- A6.3 Vacuuming of Continuous Deflection Separation (CDS) Systems.
- A6.4 Video recording in DVD or another format of the segment cleaned when authorized.
- A6.5 Providing written reports of the condition of the facilities.
- A6.6 Handling of emergency storm drain services.
- A6.7 Handling of small, miscellaneous storm drain projects.
- A6.8 Remove and replace damaged or failing storm drain culverts or other drainage structures.
- A6.9 Typical repairs shall include, but not be limited to grout injection, concrete collars, or other point repairs.
- A6.10 Any other additional, related services as necessary, as directed by the designated Road Department representative.
- A6.11 Vendor shall make such investigations to enable them to fully understand the facilities, difficulties, and restrictions attending the execution of each project. The Vendor shall also thoroughly examine and be familiar with all the specifications.
- A7. **REPLACEMENT SERVICES:** Vendor shall perform all types of storm drain replacements as necessary. The following types of replacement services, are the most commonly needed for service and will include but not be limited to:
  - A7.1 Vendor will replace storm drain culverts (driveways and cross drains) using like materials and at elevations that promote positive water flow.
- A8. Any and all work performed under the resulting contract is performed on an as-needed basis only. Therefore, no minimum or maximum amount of work is guaranteed.
- A9. Vendor will be assigned various storm drain installation, repairs, and replacements throughout the County during the term of the resulting contract. Installation, repairs, and replacements of storm drainpipes will be determined by the designated Road Department representative when such repairs will be made after damage or defects are identified.
- A10. Vendor should expect to find that the length of pipe and box culverts, the number of inlet boxes, and CDS Systems along with the project/ service duration times will vary. It should

be anticipated that the majority of work to clean/flush pipes and structures will be on short project increments from storm box to storm box or outflow of approximately thirty (30) feet, fifty (50) feet, or one hundred (100) in length with the duration to last approximately two (2) to eight (8) hours. However, larger projects that exceed the prior description may be required during the term of the resulting contract.

- A11. During the course of its services, the Vendor shall notify the designated Road Department representative upon discovery of any new or problematic issues. Notification may be immediate if an observation is deemed an emergency.
- A12. Vendor shall supervise and direct the work efficiently and with its best skill and attention and shall be solely responsible for the means, methods, techniques, sequences and procedures of new construction. At all times during its progress from commencement of construction through completion of the Substantial Completion punch list items, except when work on this project is suspended by the County, the Vendor shall keep on the work site a full-time resident superintendent satisfactory to the County.

**B. Response Time:**

- B1. Vendor shall be contacted by the designated Road Department representative for all services, projects, and any additional services that may be needed. Due to emergency and possible damage control situations, delays in responses will not be acceptable. Initial contact from the County may include a brief description of the project/services and a timeframe of completion.
- B2. **NON-EMERGENCY SERVICES:** Any service notified by the County to the Vendor that it is a non-emergency. Non-Emergency Services shall be defined as the hours within of the Business Hours described below in the *Business Hours and Holidays section*.
  - B2.1 Vendor shall respond to initial contact within two (2) business days to the County's written request via email.
  - B2.2 The request will be for either a meeting, the preparation of an estimate, or responding to a non-emergency work assignment.
  - B2.3 In its response, the Vendor shall indicate its willingness to perform the project/services, availability, and ability to complete the project/services as requested.
- B3. **EMERGENCY SERVICES:** Vendor may be required to perform emergency services at times other than the standard business hours. Emergency services shall be defined as the hours outside of the Business Hours described above in the *Business Hours and Holidays section*. These services shall be billed in lieu of services falling within Business Hours.
  - B3.1 Vendor shall respond immediately to any emergency call or immediate need requested by the County via phone call and will send a follow-up email. The Vendor

will be on-site and commencing services within two (2) hours of initial contact, for all sites.

- B3.1 Vendor shall maintain twenty-four (24) hours, seven (7) days a week, three hundred sixty-five (365) days per year emergency response telephone number that is staffed by a person and not an answering machine.
  - B3.2 Vendor shall immediately address the emergency, take photographs (if possible), and inform the designated Road representative of the extent of the emergency and/or problems.
  - B3.3 Continued failure to respond within these time frames may result in the termination of the resulting contract.
  - B3.4 Vendor shall prioritize emergency work as “first priority” for the County above all other jobs and must complete the emergency work (including site clean-up and hauling) within the time approved by the designated Facilities Maintenance Representative.
- B4. **HOLIDAY SERVICES:** These services shall follow the holidays described in the *Business Hours and Holidays section* below and be defined as the hours falling on a County observed holiday described below in the *Business Hours and Holidays section*. These services shall be billed in lieu of services falling within Business Hours.

**C. Business Hours and Holidays:**

- C1. These services shall be conducted during the Business Hours which shall be defined as Monday through Friday between 7:00am and 5:00pm ET.
  - C1.1 Work performed outside of the Business Hours defined above will not be allowed, unless prior arrangements are agreed upon by both parties in writing.
  - C1.2 Work performed outside of the Business Hours is not anticipated. However, there may be incidents that require the work to be performed outside of Business Hours. Vendor shall be available to perform services outside of Business Hours as needed.
  - C1.3 Dates will be scheduled with the designated Road Department representative. It is the Vendor’s responsibility to schedule such work so that it is completed during the Business Hours described above.
- C2. These services shall follow the County’s Holiday schedule. To view the County’s current Holiday Schedule, including the days of observance, please visit the County’s website (<https://www.nassaucountyfl.com/31/For-Residents>).
- C2.1 The following is a list of holidays on which contract services will not be performed unless advanced, written approval is provided to the Vendor from the County:

- New Year's Day
- Martin Luther King, Jr. Birthday
- Presidents' Day
- Good Friday
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Eve
- Christmas Day

**D. Schedule of Work & Availability:**

- D1. Vendor will coordinate scheduling the performance of work with the designated Road Department representative to ensure the appropriate personnel have access to all necessary areas. Vendor shall confirm appointments in writing with the designated Road Department representative.
- D1.1 If required, the schedule of the work's progress shall be kept up to date and provided to designated Road Department representative. Any changes or modifications to the schedule or timeline must be approved by the designated Road Department representative, prior to any change or modification taking effect.
- D1.2 If the Vendor determines after a project/service has commenced, that additional days or time will be required, the Vendor must receive approval from the designated Road Department representative in writing for a time extension.
- D1.3 Vendor shall not be entitled to any extension of time for completion of the work unless the Vendor, within five (5) days from the beginning of any delay, notifies and receives approval from the designated Road Department representative in writing for a time extension.
- D1.4 For larger projects, the timeframe/schedule for the project to be performed and/or completed should be agreed upon by both parties in writing. Vendor will be held to the agreed upon timeline/schedule.
- D2. After completion of work, the Vendor shall e-mail the designated Road Department representative within five (5) business days of the work being completed.
- D3. No work shall be performed without written approval of the designated Road Department representative.
- D4. When services are needed, the designated Road Department representative will contact the

Vendor via email.

- D5. Vendor will send the designated Road Department representative a written reminder of the service via email twenty-four (24) hours prior to the scheduled services.
- D6. All scheduled services shall be performed as described and scheduled. Continual failure to respond or complete projects as scheduled may result in the termination of the resulting contract.

**E. Debris Disposal, Site Clean-Up, and Restoration:**

- E1. It is the Vendor's responsibility to remove and properly dispose of all of the debris generated by work performed under the resulting agreement. It shall be the sole responsibility of and at the expense of the Vendor in a manner, including at which disposal site, approved by the designated Road Department representative. The site must be clean upon completion.
  - E1.1 Loading, removal, transportation costs, dumping fees, or any other fees associated with the disposal of all soil, concrete, asphalt and culvert debris shall be the sole responsibility of the Vendor.
  - E1.2 Any concrete debris removed during the performance of work shall be delivered to the Road Department Yard located at 86200 Gene Lasserre Boulevard, Yulee, FL 32097.
- E2. Vendor shall be responsible to ensure frequent pick-up and disposal of all refuse, rubbish, scrap materials, and debris that result from the performance of work so the work site remains neat and orderly.
- E3. All debris must be disposed of upon the completion of the assignment or within forty-eight (48) hours of the assignment, whichever comes first. Any remaining debris must be outside of the clear zone of any roadway by the end of the day.
- E4. Stockpiling of Vendor generated debris for later disposal shall not exceed the completion of the assignment or within forty-eight (48) hours of the assignment without written authorization by the County.
- E5. Site(s) shall be left in good condition and free of any debris or trash. Vendor shall be responsible for the clean-up and disposal of all waste as a result of its services. Vendor will be responsible for the disposal of all debris and shall not use County dumpsters for any disposal. The area shall be kept as neat, clean, and orderly as possible during services.
- E6. Vendor shall keep the premises, rights-of-way, and adjacent property free from accumulations of waste materials, rubbish, and other debris resulting from the work. Progressively as the work is completed, Vendor shall remove all waste materials, rubbish and debris from and about the work areas as well as all tools, construction equipment and machinery, and surplus materials, and shall leave the site clean.

- E7. Vendor shall keep the premises, rights-of-way, and adjacent property free from accumulations of waste materials, rubbish, and other debris resulting from the work. And, progressively as the work is completed, Vendor shall remove all waste materials, rubbish and debris from and about the work areas as well as all tools, construction equipment and machinery, and surplus materials, and shall leave the site clean.
- E8. When the work involves the laying of utility lines across grassed areas, streets, sidewalks, and other paved areas, it shall be the responsibility of the Vendor to restore such areas to its original sound condition using construction techniques and materials which are the same as existing.
- E9. In the case of planted areas, the Vendor shall maintain the restoration work until positive growth has evidenced.

F. **Cost:** Prices shall be deemed to provide full compensation to the Vendor for labor, equipment use, travel time, and any other element of cost or price. The Vendor shall comply with minimum wage standards, and/or any other wage standards specifically set forth in this solicitation and resultant contract, and any other applicable laws of the State of Florida.

- F1. Bid prices shall include all equipment normally utilized for performance of work described herein and include the cost of the crew. Equipment included in this price shall include all equipment and other tools normally used during the performance of work described herein.
- F2. Traffic control, as required, shall be included in the rate(s) provided by the Vendor.
- F3. The County may require reasonable modifications and changes (i.e. additions, redactions, or revisions) to the resulting contract, as it relates to estimated quantities, crew size, and equipment requirements. Vendor shall provide the County with written cost proposals for such additional services on an as needed basis.

G. **Equipment, Materials, and Workmanship:**

G1. Only equipment and materials designed for performance of work described herein will be acceptable for work performed under the resulting contract. The equipment and materials used must be in good, safe operating condition at all times. The County may inspect the equipment and materials prior to awarding the bid, and anytime during the course of the resulting contract.

G1.1 With the exception of used materials where it is otherwise specified

G2. All safety devices shall be properly installed and maintained at all times the equipment is in use. Vendor shall have all proper safety devices required by law, properly maintained, and in use at all times. Vendor is responsible to ensure that each of their vehicles and equipment are registered, inspected, operated, and insured in accordance with the motor vehicle laws of the State of Florida.



- G3. Vehicles must be clearly identified with the name of the company and phone number clearly visible.
- G4. In addition, the Vendor will be responsible for using the necessary safety equipment according to Florida Department of Transportation (“FDOT”) standards while working on City, County, or State roads as a subcontractor of the County.
- G5. County may inspect the equipment and materials prior to award-of this solicitation, and anytime during the course of the resulting contract.
- G6. Vendor shall be responsible for the security of all equipment, tools, and materials left at the work site (if applicable).
- G7. Materials provided under the resulting Contract shall be furnished in accordance with the manufacturer’s instructions and established practice and standards recognized by architects, engineers, and the trade.
- G8. Workmanship performed under the resulting Contract shall be performed in accordance with the manufacturer’s instructions and established practice and standards recognized by architects, engineers, and the trade.
- G9. Vendor shall confine its equipment, apparatus, the storage of materials, and operations of its workmen to limits indicated by law, ordinances, permits or directions of the County and shall not encumber the premises with its materials.
- G10. Vendor shall not load or permit any part of any structure to be loaded, to the extent that its safety may be endangered.

**H. Traffic Control/Maintenance of Traffic (“MOT”):**

- H1. Vendor will be responsible for all traffic control per FDOT specifications.
- H2. If any work is done on City, County, or State roads, an MOT certified employee will be required on site.
- H3. Vendor is not permitted to isolate residences or places of business.
- H4. Before the commencement of any scheduled tree maintenance service, the Vendor shall notify residents of property adjoining the location of the work at least twenty-four (24) hours before the start of the tree maintenance operation on that street. The Vendor is responsible for posting “temporary no parking” signs at least twenty-four (24) hours before using the parking lane for tree maintenance operations. Efforts shall be made by the Vendor to minimize the duration of driveway blocking and to notify the residents of this need in advance. Further, the Vendor shall provide access to each residential or commercial establishment each evening.

- H5. No County roadway will be closed at any time without written notification to the designated Road Department representative and approval therefrom prior to the closure and must adhere to the County's Road Closure Policy which is available on the County's website (<https://www.nassaucountyfl.com/120/Construction-Forms>), unless other-wise covered under the Emergency Tree Services and Holiday Emergency Tree Services sections above.
- H6. Vendor shall not close or obstruct any portion of a street, road or private way without obtaining permits therefor from the proper authorities. If any street or private way shall be rendered unsafe by the Vendor's operations, Vendor shall make such repairs or provide such temporary ways or guards as shall be acceptable to the County. Streets, roads, private ways, and walks not closed shall be maintained passable by the Vendor at its expense, and the Vendor shall assume full responsibility for the adequacy and safety of provisions made.
- H6. Vendor will be required to furnish traffic control and/or barricades as needed or as required by the State of Florida.
- H7. Barricading and detouring of the traffic shall be accomplished in conformance with the State of Florida Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways, latest edition.
- H8. Vendor will provide a flagman when two-way traffic is obstructed by the trimming or removal operation.
- H9. Vendor will be responsible for adequate barricades, warning devices, and the necessary safety equipment in accordance with FDOT standards while working on City, County or State roads as a subcontractor of the County.
- H10. The foregoing requirements are to be considered as minimum and the Vendor's compliance shall in no way relieve the Vendor of final responsibility for providing adequate traffic control devices and personnel for the protection of its employees and the public throughout the work areas.
- H11. **A COPY OF THE VENDOR'S EMPLOYEE(S) CERTIFICATION OF FDOT MAINTENANCE OF TRAFFIC TRAINING IS REQUIRED TO BE SUBMITTED TO COUNTY PRIOR TO THE EXECUTION OF THE RESULTING CONTRACT AND SHALL BE KEPT UP TO DATE THROUGHOUT THE LIFE OF THE RESULTING CONTRACT.**
- H12. All persons flagging traffic shall have in their possession at all times during the performance of work a current, valid certification of FDOT Temporary Traffic Control (Maintenance of Traffic) training as a minimum requirement.

- H13. County may at any time during the term of the resulting contract request that the Vendor's flaggers produce proof of current, valid certification of FDOT Temporary Traffic Control (Maintenance of Traffic) training.
- H14. County reserves the right to stop the Vendor's work if flaggers are unable to produce proof of current, valid certification of FDOT Temporary Traffic Control (Maintenance of Traffic) training upon request.
- H15. All costs associated with maintenance of traffic are the responsibility of the Vendor.

**I. Utilities:**

- I1. Vendor shall be responsible for locating all utilities either on or contiguous to the site (or payline width) and taking adequate precautions to safely protect, support and maintain such utilities during construction, whether or not such utilities are accurately shown on the drawings. Where there is a direct conflict between an existing utility, and proposed construction and there are no provisions in the resulting Contract for resolving the conflict, cost of resolving the conflict shall be borne by the owner of the utility.
- I2. It shall be the responsibility of the Vendor to notify each utility that may be affected by proposed construction at least seventy-two (72) hours prior to construction in order for the utility to locate and stake its facilities in the field. Should the Vendor encounter any unidentified utility, work in the immediate area shall cease and the County shall be advised. Florida Statutes specifically require the Vendor to notify gas companies at least forty-eight (48) hours in advance of any digging operation in the vicinity of underground gas lines.

**J. Safety, Protection and Emergencies:**

- J1. The Vendor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.
- J2. Throughout the performance of the work, the Vendor shall, at its own expense, construct and adequately maintain suitable and safe crossings, detours, barricades, watchmen or other safety precautions as directed by the County.
- J3. Existing poles, wires, fences, gates, curbing, paving, property line markers, trees, shrubs, landscaping, traffic signs and signals, and other structures or items, either public or private, must be preserved in place and shall be protected from damage by the Vendor. Should such items be damaged as a result of the Vendor's operations, it shall be restored, at no additional cost to the County, by the Vendor to at least as good condition as that in which it was found immediately before the work was begun.
- J4. The Vendor shall give all notices and comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority and take all necessary precautions for the safety of, and provide the necessary protection to prevent damage, injury, or loss to the following:

- J4.1 All employees and subcontractors on the work, the public, and all other persons who may be affected thereby, including the County's employees and its agents.
- J4.2 All the work completed and in progress and all materials or equipment to be incorporated therein whether in storage on or off the site.
- J4.3 Other public or private property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- J4.4 The Vendor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss.
- J4.5 The Vendor shall erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for safety and protection, including posting danger signs, barricades, and other warnings against hazards and promulgating safety regulations.
- J4.6 The Vendor shall notify owners of adjacent properties and utilities when prosecution of the work may affect them.
- J4.7 Machinery, equipment, and all hazards shall be guarded or eliminated in accordance with the recommended safety provisions of the Manual of Accident Prevention in Construction published by the Associated General Contractors of America, to the extent that such provisions are contradictory to applicable laws.
- J4.8 The Vendor shall take all necessary precautions and assume the entire cost for protecting the work against weather conditions and for handling all storm, flood and ground water, sewage, or other seepage, that may be encountered during the performance of the resulting Contract. The manner of providing for such contingencies and for carrying on the work in freezing weather shall meet with the approval of the County.
- J4.9 The Vendor assumes all risk of damage to, or destruction of the work covered by the resulting Contract until the work is completed and accepted by the County and shall repair or replace, at its expense, any work damaged or destroyed prior to such completion and acceptance regardless of cause, including flood, tides, fire, or any other natural disaster.
- J4.10 The Vendor shall be solely responsible for providing safe and acceptable support of excavations for the protection of workers, proposed work, existing structures, existing utilities and utility poles, trees, or any other existing or new element requiring protection. The method of support utilized by the Vendor for worker safety shall meet the requirement of the Florida Trench Safety Act (Occupational

Safety and Health Administration's Safety Standards, 29C.F.R.S. 1926-65, Subpart P) and shall be sufficient to allow for proper installation and inspection of the work. Should, in the opinion of the County, the excavation not be properly supported to prevent the damage or loss of any element, the Vendor shall immediately change, modify, and/or increase the support system to the satisfaction of the County, at no additional cost to the resulting Contract. The cost for whatever method of excavation support the Vendor elects to utilize shall be included in the cost of the item being installed.

**K. Limitation of Operations:**

- K1. No equipment shall be left on the road right-of-way overnight or the median, regardless of right-of-way or median width.
- K2. With prior written approval from the County and at the Vendor's risk, it may be possible for the Vendor to leave equipment overnight on County property other than road rights-of-way or medians.
- K3. Vendor shall preserve from damaging any property associated with, or which is in the vicinity of, or is in any way affected by the work. This applies to public and private property and/or utilities.
- K4. Vendor shall immediately provide written notification to the County of damages when they occur.
- K5. Any damages occurring to such properties shall be immediately repaired at the expense of the Vendor to a condition equal to or better than that existing before such damage occurred.
- K6. Vendor shall not enter onto private property while conducting work for the County without the written consent of the private property owner.

**L. Specifications:**

- L1. Prior to commencing work, the vendor shall document all pre-existing damages in the area of work to be performed and submit documentation to the designated Road Department representative.
- L2. All precautions must be taken to ensure no damage to surrounding landscape, structures or amenities will occur.
- L3. Vendor shall perform services as quickly and efficiently as possible with little to no disruption or interference with the daily routine and activities of the site, as determined by the County.
- L4. Work shall be scheduled with minimal disruption to the surrounding landscape, structures or amenities, as determined by the County.

- L5. All debris removed from these processes shall be removed in accordance with the *Debris Disposal, Site Clean-up, and Restoration* section above or as directed by the designated Road Department representative.

**M. County's Responsibilities:**

- M1. County will have the right to make reasonable additions, redactions, or revisions to the scope of the services and specifications of the work to be performed, including the estimated quantities.
- M2. County will provide contact person(s) name, phone number, and email address for the Vendor to report all problems noted.
- M3. County will provide the Vendor with an executed work authorization or purchase order of work requested to be performed under this agreement.
- M4. All work shall be done subject to the supervision and direction of the designated Road Department representative who shall have access to all of the work.
- M5. Designated Road Department representative will have the authority to suspend the work either wholly, or in part, due to failure to carry out provisions of the resulting contract; for failure to carry out orders; for such periods as he/she deems necessary due to unsuitable weather conditions; or for conditions or reasons deemed to be in the public interest.
- M6. Designated Road Department representative will have the authority to require the immediate removal of any person employed by the Vendor who appears to be incompetent or to act in a disorderly or improper manner.
- M7. County reserves the right to stop the Vendor's work if flaggers are unable to produce proof of current, valid identification.
- M8. The County will not be responsible for the acts or omissions of the Vendor, or any Subcontractors, or any of its agents or employees, or any other persons performing any of the work.

**N. Vendor's Responsibilities:**

- N1. Vendor shall provide trained staff of competent personnel for the performance of the services described.
- N2. Vendor shall always provide supervision of all work crews while performing work under the resulting contract, including subcontractors any other additional personnel directly related to services, and convey all pertinent information that was expressed prior to work commencement.

- N2.1 The County will not be responsible for explaining work to the Vendor's crew, employees, etc.
- N2.2 Vendor shall assign a superintendent which shall be the Vendor's representative at the site and shall have complete authority to act on behalf of the Vendor. All communications given to the superintendent shall be as binding as if given to the Vendor.
- N2.3 When not on-site, the superintendent shall be available to the Vendor's personnel, its subcontractors, and the County by telephone or radio and shall be able to be on-site in one (1) hour or less, should their presence be required for any reason
- N2.4 This reduction in the on-site superintendent requirement in no way releases the Vendor from its responsibility to supervise the work of its personnel/subcontractors, maintain safety, maintain environmental and traffic controls or, any other responsibility assigned under the resulting contract.
- N3. Vendor shall be responsible and liable for all injuries or damages to persons or property that occur as a result of their fault or negligence in connection with the work assigned. Vendor's personnel shall immediately report any such injuries, damage, abnormalities to designated Road Department representative as soon as possible.
- N4. Vendor is responsible for all underground utilities located before the commencement of work.
- N5. Vendor's personnel shall be readily identifiable by wearing uniforms that clearly designate their company's name. Similarly, service vehicles shall clearly designate the company's name.
- N6. Vendor shall designate a supervisor as a contact person and provide the county with this person's phone number and email address. This supervisor shall be available to tour work areas within twenty-four (24) hours of completion.
- N7. Vendor shall provide a contact phone number and email for invoicing issues. Calls shall be returned within twenty-four (24) hours, following the Business Hours and Holidays section above, unless prior arrangements are agreed upon by both parties.
- N8. Vendor shall notify the designated Road Department representative when the work is completed enabling the County to inspect the work for acceptance within twenty-four (24) hours of completion.
- N9. Vendor shall thoroughly document work assignments upon arrival and upon assignment completion through photographs. Subsequent documentation shall be provided to the designated Road Department representative within twenty-four (24) hours of assignment completion.

- N10. In case of an emergency which threatens injury or loss of property and/or injury to life or persons, the Vendor shall promptly take such action, without previous instructions from the designated Road Department representative as the situation may reasonably warrant. Vendor shall notify the designated Road Department representative immediately thereafter and any additional compensation claimed by the Vendor therefore, together with evidence of the expense incurred in acting in such emergency, shall be submitted to the County and the amount of compensation due, if any, shall be determined by mutual agreement.
- N11. Vendor must abide by all applicable local, state, or federal laws and regulations.
- N12. Vendor shall obtain all necessary permits and pay any associated fees at their own expense.
- N13. Observation Records: Printed observation records of the locations shall be kept by the Vendor for the duration of the resulting contract. The records must clearly indicate the culvert size, length of the segment, storm drainpipe inverts at each end, type of storm drain, unusual conditions such as the encroachment of roots, bad or failed storm drain joint connections, broken drainpipe, and other discernible features will be recorded, and a copy of such records will be supplied to the designated Road Department representative.

**O. Subcontractors:**

- O1. Bidders shall provide a complete list of all subcontractors that shall perform work on behalf of the Bidder, if applicable, as part of their bid submittal.
- O2. Bidders must provide applicable licenses, memberships, and/or certificates for their subcontractors as part of their bid submittal.
- O3. Vendor will be responsible for maintaining and updating the list of subcontractors during the term of the resulting contract.
- O4. County reserves the right to, at any time during the term of the resulting contract, request the Vendor provide applicable licenses, memberships, and/or certificates for their subcontractors.

**P. Warranty and Guarantee:**

- P1. Vendor warrants to the County that all materials and equipment furnished under the resulting Contract will be new unless otherwise specified and that all work will be of good quality, and free from faults or defects and in compliance with the resulting Contract. If required by the County, the Vendor shall provide satisfactory evidence as to the quality, type and kind of equipment and materials furnished.
- P2. Vendor shall bear the cost of correcting or removing all defective or nonconforming work, including the cost for correcting any damage caused to equipment, materials or other work by such defect or the correcting thereof.



- P3. Vendor shall correct any defective or nonconforming work to the satisfaction of the County, and any of the work, equipment or materials damaged as a result of such condition or the correcting of such condition, within thirty (30) calendar days of notice of such condition.
- P4. No separate payment will be made for complying with the standard. Any costs associated with the Vendor conforming to these requirements shall be included in the applicable unit price(s) reflected on the Price Sheet, attached hereto as Appendix "B".

(The remainder of this page is intentionally left blank.)

## **APPENDIX “B”**

### **PRICE SHEET**

The Price Sheet is available electronically through the County's electronic bidding platform ([PlanetBids](#)), which is accessible via the County's website or using the following link:  
<https://pbsystem.planetbids.com/portal/49083/bo/bo-search>.

Unit costs shall be entered directly into the County's electronic bidding platform. It is the Bidder's responsibility to ensure their unit costs are entered into the County's electronic bidding platform before the bid due date and time.

**INSURANCE REQUIREMENTS**

**GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS**



**COMMERCIAL GENERAL LIABILITY INSURANCE**

The Vendor/Contractor shall purchase and maintain at the 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 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 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.

**UMBRELLA (EXCESS) LIABILITY INSURANCE**

The Vendor/Contractors shall purchase and maintain at the Subcontractor’s expense Excess Liability (Umbrella Form) insurance coverage for the life of this Subcontract.

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

Each Occurrence Limit	\$2,000,000
Aggregate Limit	\$2,000,000

Vendor/Contractor shall require each of his Subcontractors to likewise purchase and maintain at their expense Commercial General Liability insurance, Workers' Compensation, Employer's Liability, Auto Liability and Umbrella Liability insurance coverage meeting the same limit and requirements as the 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 and Umbrella 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.**

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 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/Vendor/Contractor shall be construed as limiting the type, quality or quantity of insurance coverage that Vendor/Vendor/Contractor should maintain. Vendor/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/Vendor/Contractor or any Sub-Vendor/Vendor/Contractor contains deductible(s), penalty(ies) or self-insured retention(s), the Vendor/Vendor/Contractor or Sub-Vendor/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/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.

**APPENDIX “D”  
DRAFT CONTRACT**

Contract No.: CM \_\_\_\_\_

**CONTRACT FOR [TYPE OF SERVICES] SERVICES**

**THIS CONTRACT** is entered into by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida**, hereinafter referred to as the “County”, and **[Vendor’s Name]**, located at **[Vendor’s Address]**, hereinafter referred to as the “Vendor”.

**WHEREAS**, the County received bids for **[Type of Services]**, on or about **[Date of ITB Opening]**. Said services are more fully described in the County’s Invitation to Bid (“ITB”), attached hereto and incorporated herein as Exhibit “A”; and

**WHEREAS**, the County has determined that the Vendor was the lowest, most responsive and responsible bidder; and

**WHEREAS**, all terms and conditions of the County’s ITB, numbered **NC23-XXX-ITB**, and the Vendor’s response are incorporated herein and made a part of this Contract by this reference; and

**WHEREAS**, a copy of the Vendor’s Response and Price Sheet is attached hereto as Exhibit “B” and made a part hereof; and

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

**NOW, THEREFORE**, in consideration of the terms and conditions herein set forth, the County and the Vendor 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. Contract Exhibits.**

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

**Exhibit A** COUNTY'S INVITATION TO BID **NC23-0XX-ITB**, ("ITB"), AS  
MODIFIED BY ADDENDA; AND

**Exhibit B** VENDOR'S RESPONSE AND PRICE SHEET

**SECTION 3. Description of Goods and/or Services to be Provided.**

3.1 The Vendor shall provide the goods and/or services further described in the *County's ITB*, a copy of which is attached hereto and incorporated herein as Exhibit "A". This Contract standing alone does not authorize the performance of any work or require the County to place any orders for work. The Vendor shall commence the work in accordance with the issuance of a written *Notice to Proceed* for goods and/or services issued by the County. The Vendor shall provide the goods and/or services as contained in the *County's ITB* in a timely and professional manner in accordance with specifications referenced herein.

**SECTION 4. Payment and Invoicing.**

4.1 The County shall pay the Vendor in an amount not to exceed **[Amount Written Out]** (\$ **\_\_\_\_\_** ) for the goods and/or services referenced in Exhibit(s) "A" and "B". No payment shall be made for goods and/or services without a proper County work authorization or purchase order. The Vendor shall submit a copy of all invoices to the **[Title of Director]** or designee and to [invoices@nassaucountyfl.com](mailto:invoices@nassaucountyfl.com) for payment. The invoice submitted shall include the contract number referenced and shall be in sufficient detail as to item, quantity and price in order for the County to verify compliance with the awarded bid specifications and conditions of this Contract. Payment shall not be made until goods and/or services have been received, inspected and accepted by the County in the quantity and/or quality ordered. Payment in advance of receipt of goods and/or services by the County **cannot** be made. The County shall pay the Vendor within forty-five (45) calendar days of receipt and acceptance of invoice by the **[Title of Director]**, pursuant to and in accordance with the promulgations set forth by the State of Florida's Prompt

Payment Act found at Section 218.70, Florida Statutes. The Vendor shall honor all purchase orders or work authorizations issued prior to the expiration of the term of this Contract.

**SECTION 5. Acceptance of Goods and/or Services.**

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

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

6.1 The term of this Contract shall begin upon the date of execution by both parties to this Contract and shall **terminate three (3) years from date of execution**. The term of this Contract may be extended in one (1) year increments for **an additional two (2) years** with no changes in terms or conditions, upon mutual written agreement between the Consultant and the County. The County Manager is hereby authorized to execute any Contract renewal, amendment and/or modification upon approval by the County Attorney's Office. Any extension or amendment to this Contract shall be subject to availability of funds of the County as set forth in Section 8 hereinbelow.

6.2 In the event that the 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. Firm Prices.**

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

**SECTION 8. Funding.**

8.1 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 9. Expenses.**

9.1 The Vendor shall be responsible for all expenses incurred while providing goods and/or 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 Vendor's agents, if any, hired by the Vendor to complete the work under this Contract.

**SECTION 10. Taxes, Liens, Licenses and Permits.**

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



**10.2** The Vendor shall secure and maintain all licenses and permits required to provide goods and/or 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.

**10.3** The Vendor 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 Vendor shall include notice of such exemptions in any subcontracts and purchase orders issued under this Contract.

**SECTION 11. Governing Law, Venue and Compliance with Laws.**

**11.1** 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.

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

**SECTION 12. Change Orders.**

**12. 1** The County reserves the right to order, in writing, changes in the work within the scope of the Contract, such as change in quantity or delivery schedule. The Vendor has the right to request an equitable price adjustment in cases where changes to the Contract under the authority of this clause result in increased costs to the Vendor.

**SECTION 13. Modifications.**

**13.1** 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 14. Assignment and Subcontracting.**

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

**14.2** In order to assign this Contract, or to subcontract any of the work requirements to be performed, the Vendor 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 Vendor 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 judgement, are insufficient. The Vendor shall be responsible for all work performed and all expenses incurred as a result thereof. Any subcontract arrangements shall be evidenced by a written document available to the County upon request. The Vendor further agrees that the County shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract. The Vendor, at its expense, shall defend the County against such claims.

**14.3** The Vendor 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 Vendor and subcontractors. The Vendor's failure to pay its subcontractor(s) within seven (7) working days shall result in a penalty charged against the Vendor 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 15. Severability.**

15.1 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 16. Termination for Default.**

16.1 If the Vendor 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 Vendor, then the County may, without prejudice to any right or remedy the County may have, terminate this Contract.

16.2 Upon termination of this Contract, the Vendor 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 17. Termination for Convenience.**

17.1 The County reserves the right to terminate this Contract in whole or part by giving the Vendor written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of written notice of termination from the County, the Vendor shall only provide those goods and/or services specifically approved or directed by the County. All other rights and duties of the parties under the Contract shall continue during such notice period, and the County shall continue to be responsible to the Vendor for the payment of any obligations to the extent such responsibility has not been excused by breach or default of the Vendor. The Vendor shall promptly contact the

County to make arrangements to render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

**SECTION 18. Force Majeure.**

**18.1** 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.

**18.2** 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 Vendor believes is excusable under this section, the Vendor shall notify the County in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Vendor could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date the Vendor first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE THE VENDOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this 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 Vendor of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the County. The Vendor shall not be entitled to an increase in the Contract price or payment of any kind from the County for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not

limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this section, after the causes have ceased to exist, the Vendor shall perform at no increased cost, unless the County determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the County, in which case, the County may do any or all of the following: (1) accept allocated performance or deliveries from the Vendor, provided that the Vendor grants preferential treatment to the County with respect to goods and/or services subjected to allocation; (2) purchase from other sources (without recourse to and by the Vendor for the related costs and expenses) to replace all or part of the goods and/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 19. Access and Audits of Records.**

**19.1** The Vendor shall maintain adequate records to justify all charges, expenses, and costs incurred in providing the goods and/or services 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 Vendor.

**SECTION 20. Public Emergencies.**

**20.1** The Vendor agrees that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of nature that the County shall require a "First Priority" for goods and/or services. The County expects to pay a fair and reasonable price for all goods and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado or other acts of nature.

**SECTION 21. Probationary Period.**

**21.1** The first ninety (90) days of this Contract are to be considered a “probationary period.” Notwithstanding Sections 16 and 17 hereinabove, during the probationary period, the County may terminate this Contract based upon the performance of the Vendor and a new award be granted without another formal bid.

**SECTION 22. Independent Vendor Status.**

**22.1** The Vendor shall provide the goods and/or 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 Vendor or any of its agents or employees to be an agent, employee or representative of the County.

**22.2** The Vendor and the County agree that during the term of this Contract: (a) the Vendor has the right to provide goods and/or services for others; ((b) the Vendor has the right to provide the goods and/or services required by this Contract; and (c) the Vendor has the right to hire assistants as subcontractors, or to use employees to provide the goods and/or services required by this Contract pursuant to Section 14 hereinabove.

**SECTION 23. Indemnification.**

**23.1** The Vendor 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 Vendor or any persons employed or utilized by the Vendor, in the performance of this Contract. The Vendor 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 Vendor’s performance under this Contract.

**SECTION 24. Insurance.**

**24.1** The Vendor 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.

**24.2** The Vendor 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 25. Dispute Resolution Process.**

**25.1** 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.

**25.2** In the event the County elects to use the dispute resolution process under this section, the County shall send a written communication to the Vendor pursuant to Section 32 hereinbelow. The written notification shall set forth the County's interpretation of the terms of this Contract.

**25.3** 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 Vendor. The Vendor 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.

**25.4** 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 Vendor. The Vendor shall not stop work during the pendency of the dispute resolution or mediation process as set forth in this section.

**SECTION 26. E-Verify.**

**26.1** The Vendor 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 Vendor during the term of this Contract to work in Florida. Additionally, if the Vendor uses subcontractors to perform any portion of the work (under this Contract), the Vendor 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](http://www.uscis.gov/e-verify).

**26.2** The Vendor 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 Vendor's enrollment in the program. This includes maintaining a copy of proof of the Vendor's and subcontractors' enrollment in the E-Verify program. If the Vendor enters into a contract with a subcontractor, the subcontractor shall provide the Vendor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Vendor shall maintain a copy of such affidavit for the duration of the Contract.



**26.3** 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 Vendor may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated and the Vendor is liable for any additional costs incurred by the County as a result of the termination of this Contract.

**SECTION 27. Public Records.**

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

- a. Keep and maintain public records required by the County to provide goods and/or services.
- 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 Vendor 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 Vendor or keep and maintain public records required by the County to perform the service. If the Vendor transfers all public records to the County upon completion of the Contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically 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.

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

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

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

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

(a) The Court determines that the Vendor unlawfully refused to comply with the public records request within a reasonable time; and

(b) At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Vendor has not complied with the request, to the County and to the Vendor.

**27.6** A notice complies with Section 27.5 (b) hereinabove, if it is sent to the County's custodian of public records and to the Vendor at the Vendor's address listed on its Contract with the County or to the Vendor's registered agent. Such notices shall be sent pursuant to Section 32 hereinbelow.

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

**27.8** In reference to any public records requested under this Contract, the Vendor shall identify and mark specifically any information which the Vendor considers confidential and/or proprietary, inclusive of trade secrets as defined in Section 812.081, Florida Statutes, and which the Vendor 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."

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

**27.10** The Vendor further agrees that by designation of the confidential/proprietary material, the Vendor shall defend the County (and its employees, agents and elected and appointed officials) against all claims and actions (whether or not a lawsuit is commenced) related to the Vendor's designation of the material as exempt from public disclosure and to hold harmless the County (and its employees, agents and elected and appointed officials) from any award to a plaintiff for damages, costs and attorneys' fees, incurred by the County by reason of any claim or action related to the Vendor's designation of material as exempt from public disclosure.

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

**28.1** During the term of this Contract, or any extension thereto, the Vendor 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 Vendor. If the existence of the proceeding causes the County concerns that the Vendor's ability or willingness to perform this contract is jeopardized, the Vendor may be required to provide the County with reasonable written assurance to demonstrate the Vendor can perform the terms and conditions of the Contract.

**SECTION 29. Public Entity Crimes.**

**29.1** In accordance with Section 287.133, Florida Statutes, the Vendor 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 30. Anti-Discrimination.**

**30.1** The Vendor 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 31. Advertising.**

**31.1** The Vendor 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 Vendor’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 32. Notices.**

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

County: Nassau County  
Attn: [Title of Director]  
[Department’s Address Line 1]  
[Department’s Address Line 2]

Vendor: [Vendor’s Name]  
Attn: [Vendor’s Contact Person’s Name and Title]  
[Vendor’s Address Line 1]  
[Vendor’s Address Line 2]

**SECTION 33. Attorney’s Fees.**

33.1 Notwithstanding the provisions of Section 27 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 34. Authority to Bind.**

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

**SECTION 35. Conflicting Terms, Representations and No Waiver of Covenants or Conditions.**

35.1 In the event of any conflict between the terms of this Contract and the terms of any attachments, the terms of this Contract shall prevail.

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

35.3 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.

35.4 The Vendor warrants that all goods and/or services provided by the Vendor 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 Vendor or on the container or label.

**SECTION 36. Construction of Contract.**

**36.1** The parties hereby acknowledge that they have fully reviewed this Contract and any attachments 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 37. Headings.**

**37.1** 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 38. Entire Agreement and Execution.**

**38.1** This Contract, together with any attachments, constitutes the entire Contract between the County and the Vendor and supersedes all prior written or oral understandings.

**38.2** 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 39. Change of Laws.**

**39.1** 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, Vendor shall be paid its compensation for the goods and/or services provided prior to the termination date.

Contract No.: CM \_\_\_\_\_

**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

**[VENDOR'S NAME]**

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



**FORM A**  
**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: \_\_\_\_\_



**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 C DRUG FREE WORKPLACE CERTIFICATE

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

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

"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 D**  
**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 D - 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 D - 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: \_\_\_\_\_

EXHIBIT B



**INVITATION TO BID**

**NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS**

<b>Solicitation Title:</b> Storm Drain Installation, Repair, and Replacement Services	<b>Issue Date:</b> June 21, 2024
<b>Solicitation Number:</b> NC24-022-ITB	<b>Project/Contract Duration:</b> Two (2) years after Contract Execution with option to renew for three (3) additional years
<b>Requesting Department:</b> Road Department	<b>Procurement Contact:</b> Brittany Contardi
<b>Contact Address:</b> 96135 Nassau Place, Suite 2 Yulee, Florida 32097	<b>Contact Information:</b> procurement@nassaucountyfl.com
<b>Pre-Bid Date/Time:</b> July 10, 2024 @ 10:00 AM ET James S. Page Complex Public Services Conference Room 96161 Nassau Place Yulee, FL 32097	<b>Deadline for Questions:</b> July 26, 2024 @ 4:00 PM ET
<b>Bid Due Date and Opening Date/Time:</b> August 8, 2024 @ 10:00 AM ET	
<b>Location of Bid Opening:</b> Robert M. Foster Justice Center, 76347 Veterans Way, Second Floor, Yulee, Florida 32097	

In accordance with the intent and content of this solicitation, we the undersigned do hereby offer to perform as stipulated in this Bid. Failure to do so may result in the forfeiting of bid security, removal from the County’s vendor list, or other remedies available to the County under the laws of the State of Florida.

<b>Legal Name of Respondent:</b> Jax Utilities Management, Inc.		
<b>Business Address:</b> 5465 Verna Boulevard, Jacksonville, FL 32205		
<b>Phone Number:</b> 904-855-0111	<b>Email:</b> amjames@jaxum.com	<b>FL License Number:</b> CUC 057273
<b>Authorized Signature:</b> 		<b>Date:</b> 08/12/2024
<b>Printed Name of Signer:</b> Charles D. Freshwater		<b>Title:</b> President

**General Instructions/Declarations**

1. Bid results will be available pursuant to Florida Statute 119.071(b).
2. Bids must be submitted on the forms furnished by the County within this solicitation, unless otherwise specified below.
3. This page must be completed and returned as the top sheet of any Bid submitted.
4. It is the intent and purpose of Nassau County that this solicitation promotes competitive bidding. It shall be the Bidder’s responsibility to advise the Procurement Department via the County’s electronic bidding platform if, in the Bidder’s opinion, any language, requirements, etc. inadvertently restricts or limits competition. Such notification must be submitted via the County’s electronic bidding platform and must be received by the Procurement Department no later than the Deadline for Questions date and time stated above.

**(THIS PAGE MUST BE RETURNED WITH YOUR BID)**

Nassau County  
 Line Items for Project Storm Drain Installation, Repair, and Replacement Services (NC24-022-ITB)  
 Issued on 06/21/2024  
**Bid Due on August 14, 2024 10:00 AM (EDT)**  
 Exported on 08/12/2024

Item Num	Section	Item Code	Item Description	Unit of Measure	Quantity	Unit Price	Line Total
1	Storm Drain Services		Mobilization (15" to 24" pipe or equivalent)	EA	50	\$4,629.00	\$231,450.00
2	Storm Drain Services		Mobilization (30" to 42" pipe or equivalent)	EA	6	\$10,662.52	\$63,975.12
3	Storm Drain Services		Mobilization (48" to 60" pipe or equivalent)	EA	1	\$15,336.99	\$15,336.99
4	Storm Drain Services		Mobilization (66" to 72" pipe or equivalent)	EA	1	\$25,868.83	\$25,868.83
5	Storm Drain Services		Mobilization (Box culvert)	EA	1	\$31,008.00	\$31,008.00
6	Storm Drain Services		Mobilization (Roadway and Right of Way)	EA	1	\$3,277.89	\$3,277.89
7	Storm Drain Services		Mobilization (Asphaltic Concrete Milling > 50 sq. yds.)	EA	1	\$2,105.40	\$2,105.40
8	Storm Drain Services		Mobilization (Asphaltic Concrete Paving)	EA	3	\$2,105.40	\$6,316.20
9	Storm Drain Services		Maintenance of Traffic (Two Lane, 2-way traffic)	EA	40	\$2,619.79	\$104,791.60
10	Storm Drain Services		Maintenance of Traffic (Multi Lane, 1-way traffic)	EA	1	\$3,514.98	\$3,514.98
11	Storm Drain Services		Maintenance of Traffic (Multi Lane, 2-way traffic)	EA	1	\$3,936.22	\$3,936.22
12	Storm Drain Services		Maintenance of Traffic (Closure)	EA	3	\$4,754.09	\$14,262.27
13	Storm Drain Services		Variable Message Board	DY	12	\$91.00	\$1,092.00
14	Storm Drain Services		15" Reinforced Concrete Pipe ("R.C.P.")	LF	40	\$70.02	\$2,800.80
15	Storm Drain Services		18" R.C.P.	LF	40	\$79.54	\$3,181.60
16	Storm Drain Services		24" R.C.P.	LF	40	\$109.44	\$4,377.60
17	Storm Drain Services		30" R.C.P.	LF	40	\$172.00	\$6,880.00
18	Storm Drain Services		36" R.C.P.	LF	40	\$236.17	\$9,446.80
19	Storm Drain Services		42" R.C.P.	LF	40	\$241.00	\$9,640.00
20	Storm Drain Services		48" R.C.P.	LF	40	\$245.12	\$9,804.80
21	Storm Drain Services		54" R.C.P.	LF	40	\$275.11	\$11,004.40
22	Storm Drain Services		60" R.C.P.	LF	40	\$355.41	\$14,216.40
23	Storm Drain Services		66" R.C.P.	LF	40	\$432.09	\$17,283.60
24	Storm Drain Services		72" R.C.P.	LF	40	\$540.84	\$21,633.60
25	Storm Drain Services		12" X 18" Elliptical Reinforced Concrete Pipe ("E.R.C.P.")	LF	40	\$88.02	\$3,520.80
26	Storm Drain Services		14" X 23" E.R.C.P.	LF	40	\$99.34	\$3,973.60
27	Storm Drain Services		19" X 30" E.R.C.P.	LF	40	\$143.64	\$5,745.60
28	Storm Drain Services		24" X 38" E.R.C.P.	LF	40	\$217.09	\$8,683.60
29	Storm Drain Services		29" X 45" E.R.C.P.	LF	40	\$224.19	\$8,967.60
30	Storm Drain Services		34" X 53" E.R.C.P.	LF	40	\$288.71	\$11,548.40
31	Storm Drain Services		38" X 60" E.R.C.P.	LF	40	\$342.64	\$13,705.60
32	Storm Drain Services		43" X 68" E.R.C.P.	LF	40	\$427.08	\$17,083.20
33	Storm Drain Services		48" X 76" E.R.C.P.	LF	40	\$517.50	\$20,700.00
34	Storm Drain Services		53" X 83" E.R.C.P.	LF	40	\$518.19	\$20,727.60
35	Storm Drain Services		58" X 91" E.R.C.P.	LF	40	\$810.98	\$32,439.20
36	Storm Drain Services		15" Corrugated Metal Pipe ("C.M.P.")	LF	480	\$66.31	\$31,828.80
37	Storm Drain Services		18" C.M.P.	LF	480	\$69.91	\$33,556.80
38	Storm Drain Services		24" C.M.P.	LF	480	\$102.51	\$49,204.80
39	Storm Drain Services		30" C.M.P.	LF	240	\$130.91	\$31,418.40
40	Storm Drain Services		36" C.M.P.	LF	120	\$146.44	\$17,572.80
41	Storm Drain Services		42" C.M.P.	LF	40	\$149.00	\$5,960.00
42	Storm Drain Services		48" C.M.P.	LF	40	\$154.94	\$6,197.60
43	Storm Drain Services		54" C.M.P.	LF	40	\$239.66	\$9,586.40
44	Storm Drain Services		60" C.M.P.	LF	40	\$257.11	\$10,284.40
45	Storm Drain Services		66" C.M.P.	LF	40	\$275.77	\$11,030.80
46	Storm Drain Services		72" C.M.P.	LF	40	\$359.35	\$14,374.00
47	Storm Drain Services		13" X 17" Corrugated Metal Pipe; Arched ("C.M.P.A.")	LF	480	\$72.24	\$34,675.20
48	Storm Drain Services		15" X 21" C.M.P.A.	LF	480	\$86.51	\$41,524.80
49	Storm Drain Services		20" X 28" C.M.P.A.	LF	480	\$115.14	\$55,267.20
50	Storm Drain Services		24" X 35" C.M.P.A.	LF	240	\$120.00	\$28,800.00
51	Storm Drain Services		29" X 42" C.M.P.A.	LF	120	\$129.00	\$15,480.00
52	Storm Drain Services		33" X 49" C.M.P.A.	LF	40	\$134.00	\$5,360.00
53	Storm Drain Services		38" X 57" C.M.P.A.	LF	40	\$182.00	\$7,280.00
54	Storm Drain Services		43" X 68" C.M.P.A.	LF	40	\$268.00	\$10,720.00
55	Storm Drain Services		47" X 71" C.M.P.A.	LF	40	\$275.06	\$11,002.40
56	Storm Drain Services		52" X 77" C.M.P.A.	LF	40	\$313.51	\$12,540.40
57	Storm Drain Services		57" X 83" C.M.P.A.	LF	40	\$367.75	\$14,710.00
58	Storm Drain Services		15" Polypropylene ("P.P HP") STORM PIPE	LF	480	\$66.31	\$31,828.80
59	Storm Drain Services		18" P.P HP STORM PIPE	LF	480	\$70.64	\$33,907.20
60	Storm Drain Services		24" P.P HP STORM PIPE	LF	480	\$87.43	\$41,966.40
61	Storm Drain Services		30" P.P HP STORM PIPE	LF	240	\$111.26	\$26,702.40
62	Storm Drain Services		36" P.P HP STORM PIPE	LF	120	\$118.68	\$14,241.60
63	Storm Drain Services		42" P.P HP STORM PIPE	LF	40	\$139.64	\$5,585.60
64	Storm Drain Services		48" P.P HP STORM PIPE	LF	40	\$141.00	\$5,640.00
65	Storm Drain Services		54" P.P HP STORM PIPE	LF	40	\$194.00	\$7,760.00
66	Storm Drain Services		60" P.P HP STORM PIPE	LF	40	\$226.00	\$9,040.00
67	Storm Drain Services		Straight Concrete Endwall (Single 15" pipe or pipe equivalent)	EA	10	\$1,483.00	\$14,830.00
68	Storm Drain Services		For Multiple 15" Pipe, Adjust per additional pipe (Reference Line 67)	EA	10	\$456.00	\$4,560.00
69	Storm Drain Services		Straight Concrete Endwall (Single 18" pipe or pipe equivalent)	EA	8	\$1,928.00	\$15,424.00
70	Storm Drain Services		For Multiple 18" Pipe, Adjust per additional pipe (Reference Line 69)	EA	2	\$638.00	\$1,276.00
71	Storm Drain Services		Straight Concrete Endwall (Single 24" pipe or pipe equivalent)	EA	8	\$2,636.00	\$21,088.00
72	Storm Drain Services		For Multiple 24" Pipe, Adjust per additional pipe (Reference Line 71)	EA	2	\$798.00	\$1,596.00

73	Storm Drain Services	Straight Concrete Endwall (Single 30" pipe or pipe equivalent)	EA	8	\$3,995.00	\$31,960.00
74	Storm Drain Services	For Multiple 30" Pipe, Adjust per additional pipe (Reference Line 73)	EA	2	\$893.00	\$1,786.00
75	Storm Drain Services	Straight Concrete Endwall (Single 36" pipe or pipe equivalent)	EA	8	\$5,307.00	\$42,456.00
76	Storm Drain Services	For Multiple 36" Pipe, Adjust per additional pipe (Reference Line 75)	EA	2	\$1,381.00	\$2,762.00
77	Storm Drain Services	Straight Concrete Endwall (Single 42" pipe or pipe equivalent)	EA	2	\$7,764.00	\$15,528.00
78	Storm Drain Services	For Multiple 42" Pipe, Adjust per additional pipe (Reference Line 77)	EA	2	\$1,950.00	\$3,900.00
79	Storm Drain Services	Straight Concrete Endwall (Single 48" pipe or pipe equivalent)	EA	2	\$10,160.00	\$20,320.00
80	Storm Drain Services	For Multiple 48" Pipe, Adjust per additional pipe (Reference Line 79)	EA	2	\$2,513.00	\$5,026.00
81	Storm Drain Services	Straight Concrete Endwall (Single 54" pipe or pipe equivalent)	EA	2	\$14,954.00	\$29,908.00
82	Storm Drain Services	For Multiple 54" Pipe, Adjust per additional pipe (Reference Line 81)	EA	2	\$2,967.00	\$5,934.00
83	Storm Drain Services	Straight Concrete Endwall (Single 60" pipe or pipe equivalent)	EA	2	\$15,299.00	\$30,598.00
84	Storm Drain Services	For Multiple 60" Pipe, Adjust per additional pipe (Reference Line 83)	EA	2	\$3,196.00	\$6,392.00
85	Storm Drain Services	Straight Concrete Endwall (Single 66" pipe or pipe equivalent)	EA	2	\$19,988.00	\$39,976.00
86	Storm Drain Services	For Multiple 66" Pipe, Adjust per additional pipe (Reference Line 85)	EA	2	\$4,337.00	\$8,674.00
87	Storm Drain Services	Straight Concrete Endwall (Single 72" pipe or pipe equivalent)	EA	2	\$20,611.00	\$41,222.00
88	Storm Drain Services	For Multiple 72" Pipe, Adjust per additional pipe (Reference Line 87)	EA	2	\$4,629.00	\$9,258.00
89	Storm Drain Services	Sand- Cement Rip Rap Endwall	BAG	400	\$20.50	\$8,200.00
90	Storm Drain Services	End Section (15" pipe or pipe equivalent)	EA	8	\$850.00	\$6,800.00
91	Storm Drain Services	End Section (18" Pipe or pipe equivalent)	EA	8	\$916.00	\$7,328.00
92	Storm Drain Services	End Section (24" Pipe or pipe equivalent)	EA	8	\$1,304.00	\$10,432.00
93	Storm Drain Services	End Section (30" Pipe or pipe equivalent)	EA	8	\$1,667.00	\$13,336.00
94	Storm Drain Services	End Section (36" Pipe or pipe equivalent)	EA	8	\$2,249.00	\$17,992.00
95	Storm Drain Services	End Section (42" Pipe or pipe equivalent)	EA	2	\$3,692.00	\$7,384.00
96	Storm Drain Services	End Section (48" Pipe or pipe equivalent)	EA	2	\$4,499.00	\$8,998.00
97	Storm Drain Services	End Section (54" Pipe or pipe equivalent)	EA	4	\$5,396.00	\$21,584.00
98	Storm Drain Services	End Section (60" Pipe or pipe equivalent)	EA	2	\$6,849.00	\$13,698.00
99	Storm Drain Services	Type "C" Inlet (4' depth)	EA	1	\$1,768.00	\$1,768.00
100	Storm Drain Services	For Additional Depth, Adjust per foot (Reference Line 99)	LF	1	\$299.00	\$299.00
101	Storm Drain Services	Type "E" Inlet (4' depth)	EA	1	\$2,620.00	\$2,620.00
102	Storm Drain Services	For Additional Depth, Adjust per foot (Reference Line 101)	LF	1	\$415.00	\$415.00
103	Storm Drain Services	Curb Inlet (Single, 4' depth)	EA	1	\$3,401.00	\$3,401.00
104	Storm Drain Services	For Additional Depth, Adjust per foot (Reference Line 103)	LF	1	\$388.00	\$388.00
105	Storm Drain Services	Curb Inlet (Double, 4' depth)	EA	1	\$4,499.00	\$4,499.00
106	Storm Drain Services	For Additional Depth, Adjust per foot (Reference Line 105)	LF	1	\$485.00	\$485.00
107	Storm Drain Services	Curb Inlet Storm Sewer 48" I.D. (4' depth)	EA	1	\$3,996.00	\$3,996.00
108	Storm Drain Services	For Additional Depth, Adjust per foot (Reference Line 107)	LF	1	\$442.00	\$442.00
109	Storm Drain Services	Type "B" Inlet (3' x 6', 4' depth or equivalent area)	EA	1	\$3,467.00	\$3,467.00
110	Storm Drain Services	For Additional Depth, Adjust per foot (Reference Line 109)	LF	1	\$474.00	\$474.00
111	Storm Drain Services	Type "B" Inlet (Single 3' x 8', 5' depth or equivalent area)	EA	1	\$4,282.00	\$4,282.00
112	Storm Drain Services	For Additional Depth, Adjust per foot (Reference Line 111)	LF	1	\$507.00	\$507.00
113	Storm Drain Services	Type "B" Inlet (Double 3' x 8', 5' depth or equivalent area)	EA	1	\$4,282.00	\$4,282.00
114	Storm Drain Services	For Additional Depth, Adjust per foot (Reference Line 113)	LF	1	\$496.00	\$496.00
115	Storm Drain Services	Type "B" Inlet (4' x 4', 5' depth or equivalent area)	EA	1	\$4,750.00	\$4,750.00
116	Storm Drain Services	For Additional Depth, Adjust per foot (Reference Line 115)	LF	1	\$507.00	\$507.00
117	Storm Drain Services	Type "B" Inlet (4' x 6', 5' depth or equivalent area)	EA	1	\$4,307.00	\$4,307.00
118	Storm Drain Services	For Additional Depth, Adjust per foot (Reference Line 117)	LF	1	\$550.00	\$550.00
119	Storm Drain Services	Type "B" Inlet (Single 4' x 8', 5' depth or equivalent area)	EA	1	\$4,563.00	\$4,563.00
120	Storm Drain Services	For Additional Depth, Adjust per foot (Reference Line 119)	LF	1	\$566.00	\$566.00
121	Storm Drain Services	Type "B" Inlet (Double 4' x 8', 5' depth or equivalent area)	EA	1	\$4,737.00	\$4,737.00
122	Storm Drain Services	For Additional Depth, Adjust per foot (Reference Line 121)	LF	1	\$583.00	\$583.00
123	Storm Drain Services	Type "B" Inlet (5' x 6', 5' depth or equivalent area)	EA	1	\$4,522.00	\$4,522.00
124	Storm Drain Services	For Additional Depth, Adjust per foot (Reference Line 123)	LF	1	\$512.00	\$512.00
125	Storm Drain Services	Type "B" Inlet (Single 5' x 8', 5' depth or equivalent area)	EA	1	\$5,042.00	\$5,042.00
126	Storm Drain Services	For Additional Depth, Adjust per foot (Reference Line 125)	LF	1	\$596.00	\$596.00
127	Storm Drain Services	Type "B" Inlet (Double 5' x 8', 5' depth or equivalent area)	EA	1	\$5,373.00	\$5,373.00
128	Storm Drain Services	For Additional Depth, Adjust per foot (Reference Line 127)	LF	1	\$636.00	\$636.00
129	Storm Drain Services	Type "B" Inlet (Single 6' x 8', 5' depth or equivalent area)	EA	1	\$4,921.00	\$4,921.00
130	Storm Drain Services	For Additional Depth, Adjust per foot (Reference Line 129)	LF	1	\$554.00	\$554.00
131	Storm Drain Services	Type "B" Inlet (Double 6' x 8', 5' depth or equivalent area)	EA	1	\$5,373.00	\$5,373.00
132	Storm Drain Services	For Additional Depth, Adjust per foot (Reference Line 131)	LF	1	\$636.00	\$636.00
133	Storm Drain Services	Type "B" Inlet (Single 8' x 8', 5' depth or equivalent area)	EA	1	\$5,387.00	\$5,387.00
134	Storm Drain Services	For Additional Depth, Adjust per foot (Reference Line 133)	LF	1	\$604.00	\$604.00
135	Storm Drain Services	Type "B" Inlet (Double 8' x 8', 5' depth or equivalent area)	EA	1	\$5,396.00	\$5,396.00
136	Storm Drain Services	For Additional Depth, Adjust per foot (Reference Line 135)	LF	1	\$688.00	\$688.00
137	Storm Drain Services	J-1 Manhole (4' depth)	EA	1	\$4,229.00	\$4,229.00
138	Storm Drain Services	For Additional Depth, Adjust per foot (Reference Line 137)	LF	1	\$423.00	\$423.00
139	Storm Drain Services	J-1-A Manhole (4' depth)	EA	1	\$4,354.00	\$4,354.00
140	Storm Drain Services	For Additional Depth, Adjust per foot (Reference Line 139)	LF	1	\$442.00	\$442.00
141	Storm Drain Services	J-1-B Manhole (5' depth)	EA	1	\$4,586.00	\$4,586.00
142	Storm Drain Services	For Additional Depth, Adjust per foot (Reference Line 141)	LF	1	\$447.00	\$447.00
143	Storm Drain Services	J-1-C Manhole (5' depth)	EA	1	\$4,704.00	\$4,704.00
144	Storm Drain Services	For Additional Depth, Adjust per foot (Reference Line 143)	LF	1	\$447.00	\$447.00
145	Storm Drain Services	J-1-D Manhole (5' depth)	EA	1	\$5,973.00	\$5,973.00
146	Storm Drain Services	For Additional Depth, Adjust per foot (Reference Line 145)	LF	1	\$485.00	\$485.00
147	Storm Drain Services	J-1-E Manhole (5' depth)	EA	1	\$7,373.00	\$7,373.00
148	Storm Drain Services	For Additional Depth, Adjust per foot (Reference Line 147)	LF	1	\$495.00	\$495.00
149	Storm Drain Services	J-1-F Manhole (5' depth)	EA	1	\$7,456.00	\$7,456.00
150	Storm Drain Services	For Additional Depth, Adjust per foot (Reference Line 149)	LF	1	\$528.00	\$528.00
151	Storm Drain Services	Manhole or Inlet Conversion to Sewer Conflict Manhole	EA	1	\$6,452.00	\$6,452.00

152	Storm Drain Services	Brick Manhole or Inlet	CF	100	\$34.00	\$3,400.00
153	Storm Drain Services	Pipe Encasement (15" to 18" pipe equivalent)	SY	34	\$24.00	\$816.00
154	Storm Drain Services	Pipe Encasement (21" to 24" pipe equivalent)	SY	34	\$25.00	\$850.00
155	Storm Drain Services	Pipe Encasement (30" to 36" pipe equivalent)	SY	34	\$26.00	\$884.00
156	Storm Drain Services	Pipe Encasement (42" to 48" pipe equivalent)	SY	34	\$28.00	\$952.00
157	Storm Drain Services	Pipe Encasement (54" to 60" pipe equivalent)	SY	18	\$30.00	\$540.00
158	Storm Drain Services	Pipe Encasement (66" to 72" pipe equivalent)	SY	18	\$35.00	\$630.00
159	Storm Drain Services	Connect (15" to 24" or equivalent pipe to existing structure)	EA	10	\$620.00	\$6,200.00
160	Storm Drain Services	Connect (30" to 42" or equivalent pipe to existing structure)	EA	10	\$691.00	\$6,910.00
161	Storm Drain Services	Connect (48" to 60" or equivalent pipe to existing structure)	EA	4	\$946.00	\$3,784.00
162	Storm Drain Services	Connect (66" to 72" or equivalent pipe to existing structure)	EA	2	\$1,240.00	\$2,480.00
163	Storm Drain Services	Connect (New structure to existing 15" to 24" or equivalent pipe)	EA	10	\$803.00	\$8,030.00
164	Storm Drain Services	Connect (New structure to existing 30" to 42" or equivalent pipe)	EA	10	\$909.00	\$9,090.00
165	Storm Drain Services	Connect (New structure to existing 48" to 60" or equivalent pipe)	EA	4	\$1,048.00	\$4,192.00
166	Storm Drain Services	Connect (New structure to existing 66" to 72" or equivalent pipe)	EA	1	\$1,338.00	\$1,338.00
167	Storm Drain Services	Pipe Coupling (10" to 18" or equivalent)	EA	8	\$453.00	\$3,624.00
168	Storm Drain Services	Pipe Coupling (24" to 36" or equivalent)	EA	4	\$528.00	\$2,112.00
169	Storm Drain Services	Pipe Coupling (42" to 54" or equivalent)	EA	2	\$604.00	\$1,208.00
170	Storm Drain Services	Pipe Coupling (60" to 72" or equivalent)	EA	2	\$690.00	\$1,380.00
171	Storm Drain Services	Well Points (> 8' deep)	DY	30	\$929.00	\$27,870.00
172	Storm Drain Services	Bypass Pumping (> 4" suction/discharge)	DY	30	\$650.00	\$19,500.00
173	Storm Drain Services	Pipe Plug (15" to 30" or equivalent, install and remove)	DY	30	\$75.00	\$2,250.00
174	Storm Drain Services	Pipe Plug (36" to 54" or equivalent, install and remove)	DY	30	\$172.00	\$5,160.00
175	Storm Drain Services	Pipe Plug (60" to 72" or equivalent, install and remove)	DY	5	\$254.00	\$1,270.00
176	Storm Drain Services	Steel Sheeting (Install and remove)	SF	668	\$34.00	\$22,712.00
177	Storm Drain Services	Steel Plates (Install and remove)	SF	68	\$31.00	\$2,108.00
178	Storm Drain Services	Concrete & Steel Modification (To endwall, inlet or manhole)	CY	8	\$2,320.00	\$18,560.00
179	Storm Drain Services	Brick Adjustment (To existing inlet or manhole)	LF	8	\$404.00	\$3,232.00
180	Storm Drain Services	Brick Modification (To inlet, manhole or end section)	SF	18	\$89.00	\$1,602.00
181	Storm Drain Services	Sawcut Modification (To inlet, manhole or end section, 8" depth)	LF	14	\$37.00	\$518.00
182	Storm Drain Services	Manhole Cover and Frame	EA	2	\$481.00	\$962.00
183	Storm Drain Services	Catch Basin or Curb Inlet Grate and Frame	EA	2	\$601.00	\$1,202.00
184	Storm Drain Services	Curb Iron	EA	2	\$410.00	\$820.00
185	Storm Drain Services	Type "E" Grates and Frames (Traffic bearing)	EA	2	\$756.00	\$1,512.00
186	Storm Drain Services	1" Steel Plate (Including openings)	SF	34	\$9.71	\$330.14
187	Storm Drain Services	Asphaltic Concrete Pavement Repair (Case X)	SY	2000	\$65.00	\$130,000.00
188	Storm Drain Services	Asphaltic Concrete	TN	68	\$388.00	\$26,384.00
189	Storm Drain Services	Concrete Removal, Haul and Disposal (> 6" depth)	SY	200	\$17.00	\$3,400.00
190	Storm Drain Services	Asphalt Milling (1.5" depth)	SY	668	\$16.00	\$10,688.00
191	Storm Drain Services	Stabilized Subgrade (Vehicular Traffic Bearing Areas)	SY	168	\$12.00	\$2,016.00
192	Storm Drain Services	Limerock (6" Lift)	SY	168	\$19.00	\$3,192.00
193	Storm Drain Services	Limerock (Additional 1" lift)	SY	168	\$4.00	\$672.00
194	Storm Drain Services	Crushed Concrete (6" Lift)	SY	168	\$19.00	\$3,192.00
195	Storm Drain Services	Crushed Concrete (Additional 1" lift)	SY	168	\$4.00	\$672.00
196	Storm Drain Services	Extra Foot of Trench Cut (> 7' depth)	LF	200	\$35.00	\$7,000.00
197	Storm Drain Services	Over Excavation (contingency)	CY	200	\$9.75	\$1,950.00
198	Storm Drain Services	A-3 Fill (Contingency item, delivered, hauled and placed)	CY	2000	\$19.00	\$38,000.00
199	Storm Drain Services	Stone (No. 57 or equivalent, delivered, hauled and placed)	CY	668	\$51.00	\$34,068.00
200	Storm Drain Services	Ditch Regrading (0' - 4' bottom, from 0' - 4' in depth)	LF	34	\$7.00	\$238.00
201	Storm Drain Services	Ditch Regrading (0' - 4' bottom, from 4' - 8' in depth)	LF	34	\$8.00	\$272.00
202	Storm Drain Services	Ditch Regrading (4' - 8' bottom, from 0' to 4' in depth)	LF	34	\$10.00	\$340.00
203	Storm Drain Services	Ditch Regrading (4' - 8' bottom, from 4' to 8' in depth)	LF	34	\$11.00	\$374.00
204	Storm Drain Services	Roadside Shoulder Grading	SY	2000	\$17.00	\$34,000.00
205	Storm Drain Services	Ditch Excavation	CY	68	\$14.00	\$952.00
206	Storm Drain Services	Curb & Gutter (County standard, median, drop, header & Miami)	LF	668	\$35.00	\$23,380.00
207	Storm Drain Services	Concrete Sidewalk (4" depth)	SY	334	\$62.00	\$20,708.00
208	Storm Drain Services	Concrete Sidewalk (5" depth)	SY	68	\$68.00	\$4,624.00
209	Storm Drain Services	Concrete Sidewalk (6" depth)	SY	68	\$82.00	\$5,576.00
210	Storm Drain Services	Concrete Handicapped Ramp (5" depth)	SY	68	\$89.00	\$6,052.00
211	Storm Drain Services	Concrete Driveway (5" depth)	SY	334	\$66.00	\$22,044.00
212	Storm Drain Services	Concrete Driveway (6" depth)	SY	68	\$68.00	\$4,624.00
213	Storm Drain Services	Concrete Ditch Pavement (4" depth)	SY	34	\$74.00	\$2,516.00
214	Storm Drain Services	Concrete Turndown (4" width X 18" depth)	LF	34	\$21.00	\$714.00
215	Storm Drain Services	Miscellaneous Concrete (Non-reinforced)	CY	8	\$1,240.00	\$9,920.00
216	Storm Drain Services	Miscellaneous Concrete (Reinforced)	CY	8	\$2,230.00	\$17,840.00
217	Storm Drain Services	Rip-Rap (Over filter fabric)	SY	334	\$66.00	\$22,044.00
218	Storm Drain Services	Utility Access Adjustment	EA	18	\$149.00	\$2,682.00
219	Storm Drain Services	Tree Removal (6" to 12" diameter)	EA	20	\$539.00	\$10,780.00
220	Storm Drain Services	Tree Removal (13" to 24" diameter)	EA	10	\$1,607.00	\$16,070.00
221	Storm Drain Services	Tree Removal (25" to 36" diameter)	EA	4	\$2,967.00	\$11,868.00
222	Storm Drain Services	Tree Removal (> 36" diameter) adjust per 4" additional diameter	EA	4	\$5,452.00	\$21,808.00
223	Storm Drain Services	Grass Sod (St. Augustine, Bahia, Bermuda, other common type)	SY	1334	\$12.29	\$16,394.86
224	Storm Drain Services	Grass Sod (Centipede, Zoysia, other specialty sod)	SY	1334	\$13.67	\$18,235.78
225	Storm Drain Services	Seed and Mulch	SY	668	\$3.00	\$2,004.00
226	Storm Drain Services	Fence (County Standard, Chain Link, 4' height)	LF	334	\$44.00	\$14,696.00
227	Storm Drain Services	Fence (County Standard, Chain Link, 5' height)	LF	100	\$49.00	\$4,900.00
228	Storm Drain Services	Fence (County Standard, Chain Link, 6' height)	LF	100	\$55.00	\$5,500.00
229	Storm Drain Services	Fence (Wood Privacy, All Residential Styles, 6' height)	LF	100	\$62.00	\$6,200.00
230	Storm Drain Services	Fence (Vinyl Privacy, All Residential Styles, 6' height)	LF	100	\$78.00	\$7,800.00

231	Storm Drain Services	Fence (Vinyl Privacy, All Residential Styles, 8' height)	LF	50	\$97.00	\$4,850.00
232	Storm Drain Services	Guardrail (Straight)	LF	54	\$55.00	\$2,970.00
233	Storm Drain Services	Guardrail (Shop-Bent)	LF	20	\$72.00	\$1,440.00
234	Storm Drain Services	Guardrail (Special Post)	EA	8	\$225.00	\$1,800.00
235	Storm Drain Services	Guardrail (Special Steel Post)	EA	8	\$225.00	\$1,800.00
236	Storm Drain Services	Guardrail (Special Length Post)	EA	8	\$280.00	\$2,240.00
237	Storm Drain Services	Guardrail (Post Replacement)	EA	18	\$56.00	\$1,008.00
238	Storm Drain Services	Guardrail (Anchorage Assembly)	EA	8	\$3,500.00	\$28,000.00
239	Storm Drain Services	Guardrail (Anchorage Assembly Concrete Barrier Wall)	EA	4	\$3,500.00	\$14,000.00
240	Storm Drain Services	Guardrail (End Anchorage Assembly)	EA	4	\$2,999.00	\$11,996.00
241	Storm Drain Services	Inductive Loop Assembly (Type F- 6' x 30') (660-2-106)	EA	2	\$4,999.00	\$9,998.00
242	Storm Drain Services	6" PVC DR-18 Pipe or equivalent	LF	10	\$34.00	\$340.00
243	Storm Drain Services	6" PVC DR-25 Pipe or equivalent	LF	10	\$35.00	\$350.00
244	Storm Drain Services	8" PVC DR-18 Pipe or equivalent	LF	10	\$39.00	\$390.00
245	Storm Drain Services	8" PVC DR-25 Pipe or equivalent	LF	10	\$40.00	\$400.00
246	Storm Drain Services	12" PVC DR-18 Pipe or equivalent	LF	10	\$42.00	\$420.00
247	Storm Drain Services	12" PVC DR-25 Pipe or equivalent	LF	10	\$44.00	\$440.00
248	Storm Drain Services	Underdrain	LF	68	\$71.00	\$4,828.00
249	Storm Drain Services	Underdrain Cleanout	EA	4	\$134.00	\$536.00
250	Storm Drain Services	Underdrain Connection	EA	4	\$313.00	\$1,252.00
251	Storm Drain Services	Flowable Fill	CY	34	\$670.00	\$22,780.00
252	Storm Drain Services	As-Built Drawing (11" x 17" construction drawing)	EA	4	\$1,997.00	\$7,988.00
253	Storm Drain Services	Project Record (Per job site)	EA	34	\$390.00	\$13,260.00
254	Storm Drain Services	Additional depth beyond 4ft	LF	1	\$650.00	\$650.00
255	Storm Drain Services	Line Cleaning/Desilting	LF	1	\$89.00	\$89.00
256	Emergency Services	Holiday Repairs	Hours	8	\$980.00	\$7,840.00
		TOTAL				\$2,896,674.88

**FORM A**  
**SWORN STATEMENT**  
**UNDER FLORIDA STATUTE 287.133(3)(a) ON PUBLIC ENTITY CRIMES**

TO BE RETURNED WITH BID

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

1. This sworn statement is submitted with Bid, Proposal or Contract for Nassau County Board of County Commissioners \_\_\_\_\_.
2. This sworn statement is submitted by Jax Utilities Management, Inc.  
(entity submitting sworn statement), whose business address is 5465 Vema Boulevard, Jacksonville, FL 32205  
\_\_\_\_\_ and its Federal Employee Identification Number (FEIN) is 59-1562165. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: N/A.)
3. My name is Charles D. Freshwater (please print name of individual signing), and my relationship to the entity named above is 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.)

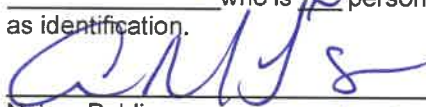
The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person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

  
Signature  
8/12/24  
Date

State of: FLORIDA  
County of: DUVAL

Sworn to (or affirmed) and subscribed before me by means of X physical presence or — online notarization, this 12<sup>th</sup> day of August, 2024 by Charles D. Freshwater who is X personally known to me or — produced — as identification.

  
Notary Public  
My commission expires: 8/17/2026







**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: City of Jacksonville  
Address: 609 St. Johns Bluff Road North, Jacksonville, FL 32225  
Contract Person: Robert Young  
Phone: Email: 904-255-4294 / RYoung@coj.net  
Project Description: Storm Sewer Replacement and New Construction  
Contract \$ Amount: \$9,500,000.00  
Date Completed: In Process

Reference #2:

Company/Agency Name: Clay County, Florida  
Address: 477 Houston Street, Green Cove Springs, FL 32043  
Contract Person: Stephen Koterias  
Phone: Email: 904-269-6301 / Stephen.Koterias@claycountygov.com  
Project Description: Drainage Repair and/or New Public Works Construction  
Contract \$ Amount: \$1,599,402.70  
Date Completed: In Process

Reference #3:

Company/Agency Name: Duval County Public Schools  
Address: 1701 Prudential Drive, Jacksonville, FL 32207  
Contract Person: Kevin Morgan  
Phone: Email: MorganK1@duvalschools.org  
Project Description: Trade Services - Group2 Drainage  
Contract \$ Amount: \$1,661,702.10  
Date Completed: In Process

**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: Jax Utilities Management, Inc.  
Attn: Anne-Marie James  
Mailing Address: 5465 Verna Boulevard, Jacksonville, FL 32205

**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): Charles D. Freshwater  
Title: President  
Email Address: cfreshwater@jaxum.com  
Phone Number: 904-855-0111

**Jax Utilities Management, Inc.**  
**SUBCONTRACTORS**

<u>Scope</u>	<u>Name</u>	<u>Address</u>	<u>Phone</u>
Concrete Supply	Hard Rock Materials, Inc.	4410 Industrial Park Rd Green Cove Springs, FL 32043	904-284-1385
Concrete Supply	Major Concrete	4440 Industrial Park Rd Green Cove Springs, FL 32043	904-297-4193
Concrete Supply	SRM - Smyrna Ready Mix	1136 2nd Avenue North Nashville, TN 37208	615-355-1028
Pipe Supply	Ferguson Waterworks	9692 Florida Mining Blvd W, Bldg #100 Jacksonville, FL 32257	904-268-2551
Asphalt Supply	Duval Asphalt	7544 Philips Highway Jacksonville, FL	904-296-2020
Tools/Materials	HD Supply Construction & Industrial - White Cap	5409 Broadway Avenue Jacksonville, FL 32254	904-388-2926
Pavement Marking	M & J Striping	PO Box 130 Bryceville, FL 32009	904-266-2688
Equipment Rental	United Rentals	9428 Florida Mining Blvd E Jacksonville, FL 32257	904-260-8351
Equipment Rental	Ring Power	500 World Commerce Parkway St. Augustine, FL 32092	904-737-7730
Sod Supply	Roundtree Sod	3636 Phoenix Avenue Jacksonville, FL 32206	904-353-5003
Asphalt Paving	Kudzue 3 Trucking & Paving	PO Box 1799 Yulee, FL 32041	904-388-7838
Maintenance of Traffic	Bobs Barricades	921 Shotgun Road Sunrise, FL	904-396-5121
Pipe Supply	County Materials	PO Box 435 Astatula, FL 34705	352-343-8488
Precast Structures	American Precast	10483 General Avenue Jacksonville, FL 32220	904-467-7700
Pipe Supply	Allen's Backhoe Services Inc.	107 Secondina Road Jacksonville, FL 32218	904-545-5221

8/12/2024

			EXT	MOBILE	EMAIL ADDRESS
<b>Admin/Officer</b>					
Charles	Freshwater	President / Owner	203	904-813-3534	CFRESHWATER@JAXUM.COM
Anne	James	Secretary / Treasurer + AR	202	904-339-2359	AMJAMES@JAXUM.COM
Rick	Johns	VP / Estimating + PM	211	904-838-0051	RICK@JAXUM.COM
Steven	Jordan	CFO / Estimating + PM	222	904-657-3279	STEVEN@JAXUM.COM
4					
<b>Office/Accounting</b>					
Kathy	Baker	EQ + Material Inventory	218	904-237-4181	KATHY@JAXUM.COM
Melissa	Cassidy	AP Manager	201	904-235-9276	MCASSIDY@JAXUM.COM
Emily	Dixon	Contract Management	208		EDIXON@JAXUM.COM
Lauren	Newman	GL/Bookkeeping		904-417-3125	<a href="mailto:LAUREN@JAXUM.COM">LAUREN@JAXUM.COM</a>
4					
<b>Safety</b>					
Louis	Lawrence	Safety Manager	204	904-437-7642	LOUIS@JAXUM.COM
1					
<b>Estimators + Project Managers</b>					
Chris	Hodge	Project Management	210	561-306-8358	CHODGE@JAXUM.COM
Darby	Johns	Estimator / PM	212	904-626-8084	DARBY@JAXUM.COM
David	Lanier	Survey Manager	207	904-294-3735	DLANIER@JAXUM.COM
Scott	Mason	Project Management	209	561-707-0851	SCOTT@JAXUM.COM
Hunter	Newton	Estimator / PM	215	904-616-4042	HUNTER@JAXUM.COM
5					
<b>Superintendents</b>					
Todd	Dille	Project Construction		904-334-9298	TODD@JAXUM.COM
Xavier	Freshwater	Project Construction		904-861-5040	XFRESHWATER@JAXUM.COM
Jason	James	Project Construction	206	904-237-4194	JJAMES@JAXUM.COM
Chris	Newton	Project Construction	205	904-588-3193	CNEWTON@JAXUM.COM
Jody	Pickett	Project Construction		904-517-2717	JPICKETT@JAXUM.COM
Brett	Potter	Project Construction		904-226-3937	BPOTTER@JAX.COM
Brandon	Powers	Project Construction		904-487-2050	BPOWERS@JAXUM.COM
Lonnie	Ross	Project Construction		904-505-4483	LROSS@JAXUM.COM
8					
<b>Foremen</b>					
Kyle	Ackerman	Cross Drains		904-755-1615	KACKERMAN@JAXUM.COM
Levi	Brookshire	Job Foreman		904-386-1847	LBROOKSHIRE@JAXUM.COM
Ronald	Cameron	Shop Foreman		904-566-7768	
Tommy	Clark	Job Foreman		904-233-6362	TCLARK@JAXUM.COM
Nick	Croft	Cross Drains		772-214-8338	NCROFT@JAXUM.COM
Caleb	Demasi	Fuel Driver		904-254-1572	CDEMASI@JAXUM.COM
John	Dixon	Cave Ins		904-813-4568	JDIXON@JAXUM.COM
Shane	Dixon	Concrete		904-651-9962	SDIXON@JAXUM.COM
Wayne	Gibbs	Job Foreman		904-370-4838	WGIBBS@JAXUM.COM
John	Gonzales	Concrete			JGONZALES@JAXUM.COM
Joe	Horn	Job Foreman		904-662-3717	JHORN@JAXUM.COM
Mcray	Hrabal	Job Foreman		571-208-4878	MHRABAL@JAXUM.COM
Dustin	Hunt	Grade Foreman		904-907-4926	DHUNT@JAXUM.COM
Greg	James	Cross Drains		904-233-5512	GJAMES@JAXUM.COM
Charles	Johns	Truck Driver		904-497-9168	CJOHNS@JAXUM.COM
Prentiss	Jones	Ditches		904-486-8618	PJONES@JAXUM.COM
Brandon	Karimi	Job Foreman		904-382-9706	BKARIMI@JAXUM.COM
Mike	Lambo	Shop Foreman		904-813-1960	MLAMBOY@JAXUM.COM
Eduardo	Lopez	Job Foreman		904-838-1454	ELOPEZ@JAXUM.COM
Johnathan	Manning	Survey Foreman		904-687-8084	JMANNING@JAXUM.COM
Wyman	Manning	Truck Driver		904-618-1207	WMANNING@JAXUM.COM
James	Marshall	Job Foreman		904-476-4002	JMARSHALL@JAXUM.COM
Tyler	Martin	Fuel Driver		904-349-6350	TMARTIN@JAXUM.COM
William	Mills	Job Foreman		904-813-1131	WMILLS@JAXUM.COM

Mike	Padgett	Truck Driver	904-838-4485	MPADGETT@JAXUM.COM
Bobby	Peavy	Job Foreman		BPEAVY@JAXUM.COM
Jorge	Perez	Punch Out Foreman	904-697-9363	JPEREZ@JAXUM.COM
Cody	Pickett	Job Foreman	904-537-9058	CPICKETT@JAXUM.COM
Luis	Rivera	Job Foreman	904-234-7074	LRIVERA@JAXUM.COM
Charles	Rooker	Truck Driver	904-328-0030	CROOKER@JAXUM.COM
Clifford	Rowe	Cross Drains	904-485-6366	CROWE@JAXUM.COM
Cody	Schell	Job Foreman	904-476-2614	CSHELL@JAXUM.COM
Shawn	Sikes	Truck Driver	904-534-0389	SSIKES@JAXUM.COM
Cody	Smith	Job Foreman	904-482-8952	CSMITH@JAXUM.COM
Forrest	Stafford	Truck Driver	904-588-3530	FSTAFFORD@JAXUM.COM
James	Swanson	Job Foreman	904-438-0460	JSWANSON@JAXUM.COM
TJ	Tobin	Concrete	904-536-6079	TTOBIN@JAXUM.COM
Cory	Tucker	Field Mechanic		CTUCKER@JAXUM.COM
Jesse	Tucker	Fleet Manager	904-566-1364	JTUCKER@JAXUM.COM
Mike	Woodward	Ditches	904-328-9529	MWOODWARD@JAXUM.COM

40

Skilled Construction Professionals

22

Management

154

Field

---

176


JUM ALL

## FORM C DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that  
Jax Utilities Management, 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."

  
 \_\_\_\_\_  
 Authorized Signature  
8/12/24  
 \_\_\_\_\_  
 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 12<sup>th</sup> day of August, 2024 by Charles D. Freshwater who is  personally known to me or  produced \_\_\_\_\_ as identification.

  
 \_\_\_\_\_  
 Notary Public  
 My commission expires: 8/17/2026



**FORM D  
E-VERIFY AFFIDAVIT**

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

Project Name: Storm Drain Installation, Repair, and Replacement Services

Bid No./Contract No.: NC24-022-ITB

**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 D - 1  
CONTRACTOR E-VERIFY AFFIDAVIT**

I hereby certify that Jax Utilities Management, 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.

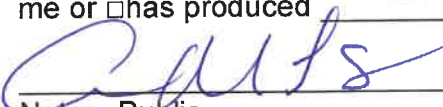
All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

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

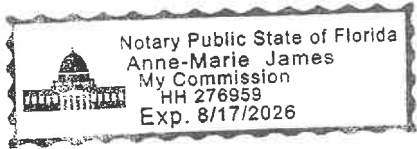
  
\_\_\_\_\_  
Print Name: Charles D. Freshwater  
Date: 8/12/24

STATE OF FLORIDA  
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 8/12/2024 (Date) by Charles D. Freshwater (Name of Officer or Agent, Title of Officer or Agent) of Jax Utilities Management, 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.

  
\_\_\_\_\_  
Notary Public  
Anne-Marie James  
Printed Name

My Commission Expires: 8/17/26





Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**JOHNS, THOMAS RICHARD**

JAX UTILITIES MANAGEMENT, INC.

5679 CR 214

KEYSTONE HEIGHTS FL 32656

**LICENSE NUMBER: CUC057273**

**EXPIRATION DATE: AUGUST 31, 2024**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.