

Contract Tracking No. CM3856

**CONTRACT FOR PROFESSIONAL CONSTRUCTION ENGINEERING INSPECTION
SERVICES**

THIS CONTRACT is entered into by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as the "County", and **WSB LLC**, located at **219 North Newnan Street, 4th Floor, Jacksonville, Florida 32202**, hereinafter referred to as the "Consultant" on the day and year last written below (hereinafter "Effective Date").

WHEREAS, the County desires to obtain Professional Construction Engineering Inspection services. Said services are more fully described in the *County's Request for Qualifications*, attached hereto and incorporated herein as Exhibit "A"; and

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

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

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

SECTION 1. Recitals.

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

SECTION 2. Exhibits.

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

Exhibit "A" COUNTY'S REQUEST FOR QUALIFICATIONS NC24-020-RFQ,
("RFQ"), AS MODIFIED BY ADDENDA; AND

Exhibit "B" VENDOR'S RESPONSE

Exhibit "C" NEGOTIATED RATES

SECTION 3. Employment of the Consultant.

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

SECTION 4. Scope of Services.

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

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

SECTION 5. The County's Responsibility.

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

5.2 The County hereby designates the Capital Projects Management Director, or designee, to act on the County's behalf under this Contract. The Capital Projects Management Director, or designee, under the supervision of the County Manager, shall have complete authority to transmit instructions, receive information, interpret and define the County's policies

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and decisions with respect to materials, elements and systems pertinent to the provision of the Consultant's services.

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

6.1 The term of this Contract shall begin upon the execution of this Contract by all parties and shall terminate on September 30, 2027. The term of this Contract may be extended in one (1) year increments, with no changes in terms or conditions, upon mutual written agreement between the Consultant and the County. The County Manager is hereby authorized to execute any Contract renewal, amendment and/or modification upon approval by the County Attorney's Office. Any extension or amendment to this Contract shall be subject to availability of funds of the County as set forth in Section 11 hereinbelow.

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

SECTION 7. Compensation.

7.1 The Consultant shall be compensated in an amount not to exceed Nine Hundred Eighty-Nine Thousand, Twenty-Nine Dollars and 76/100 (\$989,029.76), in accordance with Exhibit "C".

7.2 The Consultant shall prepare and submit to the Capital Projects Management Director, for approval, an invoice for the services rendered, with a copy provided to invoices@nassaucountyfl.com. Invoices for services shall be paid in accordance with the Florida Prompt Payment Act found at Section 218.70, Florida Statutes. All invoices shall be

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accompanied by a report or statement identifying the nature of the work performed, the hours required and compensation for the work performed. The report or statement shall show a summary of fees. The County reserves the right to withhold payment to the Consultant for failure to perform the work in accordance with the provisions of this Contract, and the County shall promptly notify the Consultant in writing if any invoice or report is found to be unacceptable and will specify the reasons therefor. The Consultant shall have thirty (30) days to cure any failure upon written notice. Consultant shall honor all purchase orders or work authorizations issued prior to the expiration of the term of this Contract.

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

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

SECTION 8. Standard of Care.

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

SECTION 9. Equal Opportunity Employment.

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

SECTION 10. Access to Premises.

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

SECTION 11. Funding.

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

SECTION 12. Expenses.

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

SECTION 13. Taxes, Liens, Licenses and Permits.

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

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

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

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

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

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

SECTION 15. Modifications.

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

SECTION 16. Assignment and Subcontracting.

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

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

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

SECTION 17. Severability.

17.1 If any section, subsection, sentence, clause, phrase, or portion of this Contract is, for any reason, held invalid, unconstitutional, or unenforceable by any Court of Competent

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Jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 18. Termination for Default.

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

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

SECTION 19. Termination for Convenience.

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

SECTION 20. Nondisclosure of Proprietary Information.

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

SECTION 21. Contingent Fees.

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

SECTION 22. Ownership of Documents.

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

SECTION 23. Force Majeure.

23.1 Neither party of this Contract shall be liable to the other for any cost or damages if the failure to perform the Contract arises out of causes beyond the control and without the fault

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or negligence of the parties. Such causes may include, but are not restricted to, acts of nature, fires, quarantine restrictions, strikes and freight embargoes. In all cases, the failure to perform shall be totally beyond the control and without any fault or negligence of the party.

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

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perform at no increased cost, unless the County determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the County, in which case, the County may do any or all of the following: (1) accept allocated performance or deliveries from the Consultant, provided that the Consultant grants preferential treatment to the County with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by the Consultant for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Contract quantity; or (3) terminate the Contract in whole or in part.

SECTION 24. Access And Audits of Records.

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

SECTION 25. Independent Consultant Status.

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

25.2 The Consultant and the County agree that during the term of this Contract: (a) the Consultant has the right to perform services for others; (b) the Consultant has the right to

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perform the services required by this Contract; and (c) the Consultant has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Contract.

SECTION 26. Indemnification.

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

SECTION 27. Insurance.

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

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

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companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.

SECTION 28. Dispute Resolution Process.

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

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

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

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

SECTION 29. E-Verify.

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

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

29.3 Compliance with the terms of the E-Verify program provision is made an express condition of this Contract and the County may treat a failure to comply as a material breach of the Contract. If the County terminates the Contract pursuant to Section 448.095(2)(c), Florida Statutes, the Consultant may not be awarded a public contract for at least one (1) year after the

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

SECTION 30. Public Records.

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

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Consultant does not transfer the records to the County.

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

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

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

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

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

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

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

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

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

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

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30.10 The Consultant further agrees that by designation of the confidential/proprietary material, the Consultant 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 Consultant'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 Consultant's designation of material as exempt from public disclosure.

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

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

SECTION 32. Scrutinized Companies and Public Entity Crimes.

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

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SECTION 33. Anti-Discrimination.

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

SECTION 34. Advertising.

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

SECTION 35. Notices.

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

County: Nassau County
Attn: Raymond Albury, Capital Projects Management Director
96161 Nassau Place
Yulee, Florida 32097

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Consultant: WSB LLC
Attn: Cory Nichols
219 North Newnan Street, 4th Floor
Jacksonville, Florida 32202

SECTION 36. Attorney's Fees.

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

SECTION 37. Authority to Bind.

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

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

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

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

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

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

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

SECTION 39. Construction of Contract.

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

SECTION 40. Headings.

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

SECTION 41. Entire Agreement and Execution.

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

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

SECTION 42. Change of Laws.

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

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

SECTION 43. Human Trafficking Affidavit.

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

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

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



By: A. M. "Hupp" Huppmann

Its: Chair (or designee)

Date: 4-16-25

Attest as to authenticity of the
Chair's signature:



MITCH L. KEITER

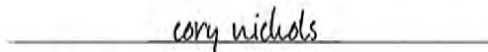
Its: Ex-Officio Clerk

Approved as to form and legality by the
Nassau County Attorney

Denise C. May, Esq., BCS

DENISE C. MAY

WSB LLC



By: Cory Nichols

Its: Vice President of Operations

Date: 1/23/2025

**EXHIBIT A - County's RFQ
NC24-020-RFQ
NASSAU COUNTY
FLORIDA**



REQUEST FOR QUALIFICATIONS (RFQ)

**Professional Construction Engineering Inspection Services For
Reconstruction And Resurfacing Improvements To
County Road 121 From Duval County Line To County Road 119**

RFQ NO. NC24-020

PROPOSALS ARE DUE NOT LATER THAN

July 17, 2024 @ 10:00 A.M. EST

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SECTION 1: PROJECT INFORMATION

1.1 PURPOSE:

The Nassau County Board of County Commissioners is soliciting Request for Qualifications from professional firms, registered in the State of Florida, pursuant to Section 287.055, Florida Statutes, known as the Consultant Competitive Negotiation Act (CCNA), to provide Construction Engineering Inspection (CEI) services for the County Road 121 Reconstruction and Resurfacing Project in Nassau County, Florida. The project will reconstruct and resurface, as necessary, County Road 121 from the Duval County / Nassau County Line to County Road 119.

It should be noted that a portion or all of the project cost will be funded by a State Grant Agreement between Nassau County and the Florida Department of Transportation, attached hereto as Attachment "II".

SECTION 2: SCOPE OF SERVICES

2.1 OVERVIEW

The County seeks a qualified professional engineering firm to provide construction and engineering inspection (CEI) Services to support the reconstruction and resurfacing of the roadway to County Road 121 from the Duval County line to County Road 119 in Nassau County, Florida. The improvements will consist of full depth reconstruction, milling and resurfacing, replacement of one triple-8'x6' concrete box culvert, and extension of two double-8'x4' concrete box culverts. The selected firm will perform services as listed under the Scope of Services, attached hereto as Exhibit "A," or services not specifically mentioned, but directly related to the project.

SECTION 3: INSTRUCTIONS TO RESPONDENTS

3.1 SCHEDULE OF SELECTION PROCESS/KEY DATES:

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

Event	Date	Time
RFQ Available on Planet Bids	June 14, 2024	
Deadline for Questions	June 28, 2024	by 4:00 p.m.
County Responses to Questions Posted to Planet Bids	July 10, 2024	
RFQ Responses Due Date/Time and RFQ Opening Date/Time	July 17, 2024	by 10:00 a.m.
Evaluation Committee (Evaluate/Rank Firms)	Week of July 29, 2024	TBD
Interviews of Shortlisted Firms (As Needed)	Week of August 5, 2024	TBD
Award/Approval	TBD	

- 3.2 SUBMISSION OF QUALIFICATIONS (RFQ):** Proposals must be submitted to the County's eProcurement system, [PlanetBids Vendor Portal](#). The County will not accept proposals by facsimile, paper (hand-carry), email, or any other method. **Proposals must be received no later than the date and time specified in Section 3.1.** Any proposals received after this date and time will be rejected and considered nonresponsive. Proposals will be publicly read and recorded at the office of the Ex-Officio Clerk, Nassau County on date and time specified in Section 3.1.

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

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

3.4 ADDITIONAL INFORMATION/ADDENDA: Any ambiguity, conflict, discrepancy, omissions, or other error discovered in this solicitation must be reported immediately and a request made for modifications or clarification. Requests for additional information or clarifications must be made in writing and submitted to NASSAU COUNTY'S EPROCUREMENT SYSTEM, [PLANETBIDS VENDOR PORTAL](#) by the question deadline identified in Section 3.1.

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

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

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

- 3.5 PROPOSALS AND PRESENTATION COST:** The County will not be liable in any way for any cost incurred by the Respondent in the preparation of their proposal in response to this RFQ nor for the presentation of their proposals or participation in any discussions or negotiations.
- 3.6 INSURANCE REQUIREMENTS:** Respondents to this RFP shall submit proof of insurance coverage that meets or exceeds the insurance requirement listed in Exhibit "C"

SECTION 4: PROPOSAL CONTENTS

- 3.6 RESPONSE FORMAT:** To facilitate and expedite review, the County asks that all Respondents follow the response format outlined below. Failure to submit your response in the format requested may result in the reduction of your overall evaluation score. To assist you in preparing your response, the County's selection procedures are also

described herein. Please abide by all requirements set forth to avoid any risk of disqualification.

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

TAB 1 – Cover Letter

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

TAB 2 – Table of Contents

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

TAB 3 – Team Organization, Experience and Qualifications

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

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

- a. Provide a brief description of your Firm’s organization, structure, and philosophy.
- b. Provide firm’s years of experience and applicable project experience.
- c. Project Team. Identify and include qualifications and experience of individuals (include name, contact information, and services the individuals will provide) List any subcontractors that may be used as well.
- d. The location of office(s) and identify the office(s) that would provide the project services.
- e. Knowledge of and compliance with state and local laws.
- f. Describe any significant or unique awards received or accomplishments in previous, similar projects.
- g. Documentation of FDOT prequalification

TAB 4 – Project Understanding, Approach and Methodology

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

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

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

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

TAB 6 – References

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

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

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

TAB 7 – CURRENT WORKLOAD

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

TAB 8 – PRICE/RATE

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

TAB 9 – Attachments/Administrative Information

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

- 3.7** It is expressly understood that the Board’s preference/selection of any proposal does not constitute an award of a Contract with the County. It is further expressly understood that no

Contractual relationship exists with the County until a Contract has been formally executed by both the County, and the selected Firm. It is further understood, no Firm may seek or claim any award and/or reimbursement from the County for any expenses, costs, and/or fees (including attorneys' fees) borne by any Respondent, during the entire RFQ process. Such expenses, costs, and/or fees (including attorneys' fees) are the sole responsibility of the Respondent.

3.8 Public Entities Crimes. A person or affiliate who has been placed on the convicted Vendors list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or Respondent under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted Vendor list. By signature on this solicitation and confirmation on the attached form, Respondent certifies that they are qualified to do business with Nassau County in accordance with Florida Statutes.

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

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

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

SECTION 5. EVALUATION/SELECTION PROCESS

5.1 Evaluation/Selection Committee. The Procurement Director will facilitate the evaluation process. The evaluation/selection committee will be responsible for evaluating and ranking each Firm based upon the Request for Qualifications proposal submitted.

5.2 The Evaluation/Selection Committee shall evaluate the responses to the RFQ and rank the Firms based on the evaluation criteria contained herein. The Committee may select a short-list of up to five (5) top-ranked Firms.

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

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

SECTION 6. CONTRACT PROCEDURES

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

SECTION 7. STANDARD CONTRACT TERMS FOR PROFESSIONAL SERVICES

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

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EXHIBIT "A"

SCOPE OF SERVICES

Scope:

Nassau County is seeking the services of an engineering firm to provide the necessary construction engineering inspection services for the County Road 121 Reconstruction and Resurfacing Project in Nassau County, Florida. The project will reconstruct and resurface County Road 121 from Duval County to County Road-119, and includes the following:

- Clearing and grubbing
- Traffic maintenance and protection
- Subsoil excavation
- Full depth reconstruction of 7.479 miles of CR 121
- Milling and resurfacing of 7.479 miles of CR 121
- Replace one triple-8'x6' concrete box culvert
- Extension of two double-8'x4' concrete box culverts
- Replacement of guardrail
- Installing pavement markings and signage
- Shoulder grading and placement of performance turf and sod

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

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

All work shall be in accordance with the construction drawings, specifications, and contract documents.
RESPONDENTS MUST BE FDOT PRE-QUALIFIED FOR ALL CATEGORIES OF WORK REQUIRED FOR THIS PROJECT.

Length of Service

The services for this Construction Contract shall begin upon written notice from the County. For the duration of the project, the Consultant shall coordinate closely with the County and Contractor to minimize rescheduling of Consultant activities due to construction delays or changes in scheduling of Contractor activities.

Definitions

Agreement – The Professional Services Agreement between the County and the Consultant setting forth the obligations of the parties thereto, including but not limited to, the performance of work, furnishing of services, and the basis of payment.

Construction Contract – The written agreement between the County and the Contractor setting forth the obligations of the parties thereto, including, but not limited to, the performance of work, furnishing of labor and materials, and the basis of payment.

Consultant – The Consulting firm under contract to the County for the administration of construction engineering and inspection (CEI) services.

Contractor – the individual, firm, or company contracting with the County for performance of work or furnishing of materials.

County – County Engineer and designee assigned as the point of contact throughout the duration of construction activities.

RESPONSIBILITIES OF THE CONSULTANT

KICK-OFF MEETING WITH NASSAU COUNTY

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

- **Items Furnished by the Consultant:**
 - Vehicles: Vehicles will be equipped with appropriate safety equipment and must be able to effectively carry out the requirements of the contract.
 - Field Equipment: The Consultant shall supply survey, inspection, and testing equipment, essential to carry out the work under this solicitation. Such equipment includes those non-consumable and non-expendable items, which are needed for a CEI project and are essential in order to carry out the work under the Contract.
 - Hard hats and safety vests shall have the name of the consulting firm visibly displayed.
 - Equipment described herein and expendable materials under the Contract will remain the property of the Consultant and shall be removed at completion of the work.
 - Field office equipment shall be maintained and in operational condition at all times.
- **LIAISON:**
 - The Consultant shall keep the County Engineer, or their designee informed of all significant activities, decisions, correspondence, reports, and other communications related to its responsibilities under the Contract, and seek input from the County Engineer or their designee in order for the County Engineer or their designee to oversee the Consultant's performance.
 - Contract administrative duties relating to Invoice Approval Requests, Personnel Approval Requests, Time Extension Requests, and Supplemental Amendment Requests shall be reviewed and approved by the County Engineer or their designee with concurrence from FDOT and FHWA.
- **PERFORMANCE OF THE CONSULTANT:**

During the term of the Contract and all supplements thereof, the County will review various phases of Consultant operations, such as construction inspection, materials sampling and testing, and

administrative activities, to determine compliance with the Contract. The Consultant shall cooperate and assist County representatives in conducting the reviews.

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

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

The Consultant shall advise the County Engineer or their designee of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action to be performed by the Contractor. The work provided by the Consultant shall not relieve the Contractor of responsibility for the satisfactory performance of the Construction Contract.

Cooperation with the Inspector General shall be required per F.S. 20.055

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

Sampling and Testing: The Consultant shall provide daily surveillance of the Contractor's Quality Control activities at the project site and perform the required sampling and testing of materials and completed work items for verification and acceptance.

The Consultant shall be specifically responsible for job control samples determining the acceptability of all materials and completed work items on the basis of either test results or verification of a certification, certified mill analysis, DOT label, DOT stamp, etc. The County will monitor the effectiveness of the Consultant's testing procedures through surveillance and obtaining and testing independent assurance samples.

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

The Consultant shall be responsible for transporting samples to be tested in an approved laboratory. The Consultant will input verification testing information and data into the Consultant's database.

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

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

- Verify that the Contractor is conducting inspections, preparing reports, and monitoring all storm water pollution prevention measures associated with the project. Provide at least one inspector who has successfully completed the "Florida Storm water, Erosion,

and Sedimentation Control Training and Certification Program for Inspectors and Consultants”.

- Analyze the Contractor’s schedule(s) (i.e., baseline(s), revised baseline(s), updates, as- built, etc.) for compliance with the contract documents. Elements including, but not limited to, completeness, logic, durations, activity flow, milestone dates, concurrency, resource allotment, and delays will be reviewed. Verify the schedule conforms with the construction phasing and MOT sequences, includes all contract modifications, and the Consultant’s plan for completing the project within the allowed contract time is reasonable. Provide a written review of the schedule identifying significant omissions, improbable or unreasonable activity durations, errors in logic, and any other concerns.
- Analyze project issues that arise during construction and review proposals submitted by the Contractor to resolve such issues and process the necessary paperwork.
- If applicable, monitor, inspect and document utility construction for conformance with Utility Agency’s Water and Sewer Standards and the Utility Agency’s Approved Materials List. Facilitate coordination and communication between Utility Agency’s representatives, County’s staff, and consultants in execution of the work. Identify potential utility conflicts and assist in the resolution of utility issues.
- Produce reports, verify quantity calculations, and field measure for payment purposes as needed to prevent delays in Contractor operations and to facilitate processing of such information in order for the County to make timely payment to the Contractor.
- Provide Public Information services as required to manage inquiries from the public, public officials, and the news media. Prepare newsletters for distribution to adjacent property owners. Prepare notices to first responders and the school board regarding maintenance of traffic lane closures. The County Engineer or their designee shall approve all notices, brochures, responses to news media, etc., prior to release.
- Video tape the pre-construction conditions throughout the project limits. Provide a digital photo log or video of project activities, with heavy emphasis on potential claim items/issues and on areas of real/potential public controversy.

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

PERSONNEL:

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

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

Staffing: Once authorized, the Consultant shall establish and maintain an appropriate staff through the duration of construction and completion of the final estimate. Responsible personnel, thoroughly familiar with all aspects of construction and final measurements of the various pay items, shall be

available to resolve disputed final pay quantities until the appropriate Construction Contract has been paid off.

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

EXHIBIT "A"

SCOPE OF SERVICES

Scope:

Nassau County is seeking the services of an engineering firm to provide the necessary construction engineering inspection services for the County Road 121 Reconstruction and Resurfacing Project in Nassau County, Florida. The project will reconstruct and resurface County Road 121 from Duval County to County Road-119, and includes the following:

- Clearing and grubbing
- Traffic maintenance and protection
- Subsoil excavation
- Full depth reconstruction of 7.479 miles of CR 121
- Milling and resurfacing of 7.479 miles of CR 121
- Replace one triple-8'x6' concrete box culvert
- Extension of two double-8'x4' concrete box culverts
- Replacement of guardrail
- Installing pavement markings and signage
- Shoulder grading and placement of performance turf and sod

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

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

All work shall be in accordance with the construction drawings, specifications, and contract documents.
RESPONDENTS MUST BE FDOT PRE-QUALIFIED FOR ALL CATEGORIES OF WORK REQUIRED FOR THIS PROJECT.

Length of Service

The services for this Construction Contract shall begin upon written notice from the County. For the duration of the project, the Consultant shall coordinate closely with the County and Contractor to minimize rescheduling of Consultant activities due to construction delays or changes in scheduling of Contractor activities.

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Consultant – The Consulting firm under contract to the County for the administration of construction engineering and inspection (CEI) services.

Contractor – the individual, firm, or company contracting with the County for performance of work or furnishing of materials.

County – County Engineer and designee assigned as the point of contact throughout the duration of construction activities.

RESPONSIBILITIES OF THE CONSULTANT

KICK-OFF MEETING WITH NASSAU COUNTY

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

- **Items Furnished by the Consultant:**
 - Vehicles: Vehicles will be equipped with appropriate safety equipment and must be able to effectively carry out the requirements of the contract.
 - Field Equipment: The Consultant shall supply survey, inspection, and testing equipment, essential to carry out the work under this solicitation. Such equipment includes those non-consumable and non-expendable items, which are needed for a CEI project and are essential in order to carry out the work under the Contract.
 - Hard hats and safety vests shall have the name of the consulting firm visibly displayed.
 - Equipment described herein and expendable materials under the Contract will remain the property of the Consultant and shall be removed at completion of the work.
 - Field office equipment shall be maintained and in operational condition at all times.
- **LIAISON:**
 - The Consultant shall keep the County Engineer, or their designee informed of all significant activities, decisions, correspondence, reports, and other communications related to its responsibilities under the Contract, and seek input from the County Engineer or their designee in order for the County Engineer or their designee to oversee the Consultant's performance.
 - Contract administrative duties relating to Invoice Approval Requests, Personnel Approval Requests, Time Extension Requests, and Supplemental Amendment Requests shall be reviewed and approved by the County Engineer or their designee with concurrence from FDOT and FHWA.

- **PERFORMANCE OF THE CONSULTANT:**

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

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

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

The Consultant shall advise the County Engineer or their designee of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action to be performed by the Contractor. The work provided by the Consultant shall not relieve the Contractor of responsibility for the satisfactory performance of the Construction Contract.

Cooperation with the Inspector General shall be required per F.S. 20.055

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

Sampling and Testing: The Consultant shall provide daily surveillance of the Contractor's Quality Control activities at the project site and perform the required sampling and testing of materials and completed work items for verification and acceptance.

The Consultant shall be specifically responsible for job control samples determining the acceptability of all materials and completed work items on the basis of either test results or verification of a certification, certified mill analysis, DOT label, DOT stamp, etc. The County will monitor the effectiveness of the Consultant's testing procedures through surveillance and obtaining and testing independent assurance samples.

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

The Consultant shall be responsible for transporting samples to be tested in an approved laboratory. The Consultant will input verification testing information and data into the Consultant's database.

Engineering Services: The Consultant shall coordinate the Construction Contract administration activities of all parties other than the Contractor involved in completing the construction project.

Notwithstanding the above, the Contractor is not liable to the County for the failure of such parties to follow written direction issued by the Consultant.

Services include maintaining the required level of surveillance of Contractor activities, interpreting plans, specifications, and special provisions for the Construction Contract, maintaining complete,

accurate records of all activities and events relating to the project, and properly documenting all significant project changes. The Consultant shall perform the following services:

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

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

PERSONNEL:

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

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

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

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

EXHIBIT "B"
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:

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

Part Two – Employer's Liability Insurance

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

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

AUTOMOBILE LIABILITY INSURANCE

The 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
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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.

ATTACHMENT "I"
CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT is entered into by and between the **Board of County Commissioners of Nassau County**, a political subdivision of the State of Florida, hereinafter referred to as the "County", and _____, located at _____, hereinafter referred to as the "Consultant" on the day and year last written below (hereinafter "Effective Date").

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

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

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

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

SECTION 1. Recitals.

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

SECTION 2. Exhibits.

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

Exhibit A CONSULTANT’S SCOPE OF PROFESSIONAL SERVICES

Exhibit B INSURANCE REQUIREMENTS

SECTION 3. Employment of the Consultant.

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

SECTION 4. Scope of Services.

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

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

SECTION 5. The County’s Responsibility.

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

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

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

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

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

SECTION 7. Compensation.

7.1 The Consultant shall be compensated in an amount not to exceed _____, in accordance with Exhibit "A".

7.2 The Consultant shall prepare and submit to the _____, for approval, an invoice for the services rendered, with a copy provided to invoices@nassaucountyfl.com. Invoices for services shall be paid in accordance with the Florida Prompt Payment Act found at Section 218.70, Florida Statutes. All invoices shall be accompanied by a report or statement identifying the nature of the work performed, the hours required and compensation for the work performed. The report or statement shall show a summary of fees. The County reserves the right to withhold payment to the Consultant for failure to perform the work in accordance with the provisions of this Contract, and the County shall promptly notify the Consultant in writing if any invoice or report is found to be

unacceptable and will specify the reasons therefor. The Consultant shall have thirty (30) days to cure any failure upon written notice. Consultant shall honor all purchase orders or work authorizations issued prior to the expiration of the term of this Contract.

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

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

SECTION 8. Standard of Care.

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

SECTION 9. Equal Opportunity Employment.

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

SECTION 10. Access to Premises.

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

SECTION 11. Funding.

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

SECTION 12. Expenses.

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

SECTION 13. Taxes, Liens, Licenses and Permits.

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

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

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

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

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

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

SECTION 15. Modifications.

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

SECTION 16. Assignment and Subcontracting.

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

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

the County's sole discretion, are insufficient. The Consultant shall be responsible for all work performed and all expenses incurred with the project. Any subcontract arrangements shall be evidenced by a written document available to the County upon request. The Consultant further agrees that the County shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract. The Consultant, at its expense, shall defend the County against such claims.

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

SECTION 17. Severability.

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

SECTION 18. Termination for Default.

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

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

SECTION 19. Termination for Convenience.

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

SECTION 20. Nondisclosure of Proprietary Information.

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

SECTION 21. Contingent Fees.

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

SECTION 22. Ownership of Documents.

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

SECTION 23. Force Majeure.

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

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

within ten (10) calendar days after the cause that created or will create the delay first arose, if the Consultant could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date the Consultant first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE THE CONSULTANT'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this section is a condition precedent to such remedy. The County, in its sole discretion, shall determine if the delay is excusable under this section and shall notify the Consultant of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the County. The Consultant shall not be entitled to an increase in the Contract price or payment of any kind from the County for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this section, after the causes have ceased to exist, the Consultant shall perform at no increased cost, unless the County determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the County, in which case, the County may do any or all of the following: (1) accept allocated performance or deliveries from the Consultant, provided that the Consultant grants preferential treatment to the County with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by the Consultant for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Contract quantity; or (3) terminate the Contract in whole or in part.

SECTION 24. Access And Audits of Records.

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

SECTION 25. Independent Consultant Status.

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

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

SECTION 26. Indemnification.

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

actions, suits, or proceedings which may be brought against the County in connection with the Consultant's performance under this Contract.

SECTION 27. Insurance.

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

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

SECTION 28. Dispute Resolution Process.

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

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

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

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

SECTION 29. E-Verify.

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

29.2 The Consultant shall maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized entity consistent

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

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

SECTION 30. Public Records.

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

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

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

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

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

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

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

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

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

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

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

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

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

30.10 The Consultant further agrees that by designation of the confidential/proprietary material, the Consultant 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 Consultant'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 Consultant's designation of material as exempt from public disclosure.

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

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

SECTION 32. Scrutinized Companies and Public Entity Crimes.

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

SECTION 33. Anti-Discrimination.

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

SECTION 34. Advertising.

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

SECTION 35. Notices.

35.1 All notices, demands, requests for approvals or other communications given by the parties to another in connection with this Contract shall be in writing, and shall be sent by registered or certified mail, postage prepaid, return receipt requested, or overnight delivery

service (such as federal express), or courier service or by hand delivery to the office of each party indicated below:

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

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

SECTION 36. Attorney's Fees.

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

SECTION 37. Authority to Bind.

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

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

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

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

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

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

SECTION 39. Construction of Contract.

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

SECTION 40. Headings.

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

SECTION 41. Entire Agreement and Execution.

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

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

SECTION 42. Change of Laws.

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

[The remainder of this page left intentionally blank.]

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

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

By: _____
Its: _____
Date: _____

Attest as to authenticity of the
Chair’s signature:

JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form and legality by the
Nassau County Attorney

DENISE C. MAY

COMPANY’S NAME

By: _____
Its: _____
Date: _____

ATTACHMENT "II"

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FPN: <u>449196-1-54-01</u>	Fund: <u>EM22</u>	FLAIR Category: <u>088862</u>
	Org Code: <u>55024010206</u>	FLAIR Obj: <u>751000</u>
FPN: _____	Fund: _____	FLAIR Category: _____
	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Category: _____
	Org Code: _____	FLAIR Obj: _____
County No: <u>74 - Nassau</u>	Contract No: <u>G2902</u>	Vendor No: <u>F591863042053</u>

5/26/2022 | 5:12 PM EDT

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on _____,

(This date to be entered by DOT only)

by and between the State of Florida Department of Transportation, ("Department"), and Nassau County, ("Recipient"). The Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".**NOW, THEREFORE**, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (select the applicable statutory authority for the program(s) below):
 - ☐ Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008)
 - ☐ Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (CSFA 55.009)
 - ☐ Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (CSFA 55.016)
 - ☐ Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
 - ☒ GAA, EM22, Local Transportation Projects, SB 2500, Line 1915A, CSFA #55.039

The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

- Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in Repairs including resurfacing of a segment of CR 121 from the Duval County Line to CR 119, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
- Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before 12/31/2025. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

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Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
 - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
 - b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
 - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
 - d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.
6. **Project Cost:**
 - a. The estimated cost of the Project is \$9,000,000. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$9,000,000 and, additionally the Department's participation in the Project shall not exceed 100% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
 - c. The Department's participation in eligible Project costs is subject to, but not limited to:
 - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
 - ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

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- iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

- a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A"**, and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.
- b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.
- c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F"**, **Contract Payment Requirements**.
- e. Travel expenses are not compensable under this Agreement.
- f. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests

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payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- g. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- h. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- i. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- j. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- k. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- l. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- m. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient

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files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

- n. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.
 - ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce**. In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

- a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes. The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes. It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to

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obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

- c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

10. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

- a. The Recipient is responsible for obtaining all permits necessary for the Project.
- b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:
 - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
 - ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.
- c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.
- d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.
- e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design

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plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

- f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).
- g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.
- h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.
- i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
- j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
- k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

11. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☐ shall

☒ shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

12. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and

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cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

- b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
- i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "J", State Financial Assistance (Florida Single Audit Act)** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
 - ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
 - iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).
 - iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
 Office of Comptroller, MS 24
 605 Suwannee Street
 Tallahassee, FL 32399-0405
 Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
 Local Government Audits/342
 111 West Madison Street, Room 401
 Tallahassee, FL 32399-1450
 Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and

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Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

- vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
- vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
- viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. 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 contractor, supplier, subcontractor 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 Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide 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 contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. The Recipient shall:

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- i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

14. Indemnification and Insurance:

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.
- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT]'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation

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insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

- e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- g. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

- a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

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- b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.
- j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

16. Exhibits.

- a. **Exhibits A, B, D, F, and J** are attached to and incorporated into this Agreement.
- b. ☒ The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.
- c. ☐ Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.
- d. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.
- e. ☐ A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O, Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.
- f. ☐ The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: _____

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g. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities

Exhibit B: Schedule of Financial Assistance

*Exhibit C: Engineer's Certification of Compliance

Exhibit D: Recipient Resolution

Exhibit F: Contract Payment Requirements

*Exhibit H: Alternative Advance Payment Financial Provisions

Exhibit J: State Financial Assistance (Florida Single Audit Act)

*Exhibit K: Advance Project Reimbursement

*Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

*Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

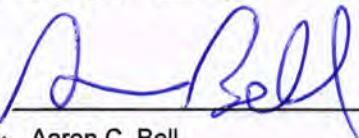
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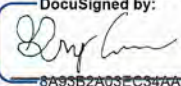
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IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

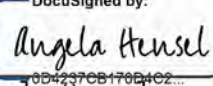
RECIPIENT Nassau County

By: 
Name: Aaron C. Bell
Title: Chair

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

DocuSigned by:

By: Greg Evans
Name: Greg Evans
Title: District Two Secretary
5/26/2022 | 5:12 PM EDT

Legal Review:

DocuSigned by:

By: Angela Hensel
Name: Angela Hensel

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 449196-1-54-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and
Nassau County (the Recipient)

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: approx. 7 miles / 0.000 to 7.479

PROJECT DESCRIPTION: repairs including resurfacing of a segment of CR 121 from the Duval County Line to CR 119

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

Design to be completed by 12/31/2023
Construction contract to be let by 4/1/2024
Construction to be completed by 6/30/2025
Agreement to be completed by 12/31/2025

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

Prior to Authorization to Advertise, the Agency is required to submit a Railroad, Right of Way, Utility Certification, Engineer's Estimate and email that CCNA was followed. Prior to Concurrence and Award, the Agency is required to submit the lowest responsible / responsive bidder documents for Department's review and approval and CEI team information. The Agency shall provide, at least, quarterly invoicing with progress report, with photos of construction. The Agency shall provide written justification for any time extension outlining reasons for all unforeseen Project delay circumstances for Department review and approval.

The Agency shall provide as-builts or plan mark-ups at the completion of the Project.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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Page 1 of 1**EXHIBIT B**
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS: Nassau County, 76347 Veterans Way, Ste. 4000, Yulee, FL 32097		FINANCIAL PROJECT NUMBER: 449196-1-54-01			
PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION			Indicate source of Local funds
		(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	
Design- Phase 34	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Design Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Right-of-Way- Phase 44	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Right-of-Way Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Construction- Phase 54	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Construction Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Construction Engineering and Inspection - Phase 64	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Construction Engineering and Inspection Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
(Phase : Phase 54 - Design, Construction and CEI)	Maximum Department Participation (Local Transportation Projects)	\$9,000,000.00	\$	\$9,000,000.00	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY: 2022	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Cost		\$9,000,000.00 %	\$ 0.00 %	\$9,000,000.00 %	
TOTAL COST OF THE PROJECT		\$9,000,000.00	\$ 0.00	\$9,000,000.00	

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Kim Evans

District Grant Manager Name

DocuSigned by:

Kimberly Evans

5/26/2022 | 3:30 PM EDT

Signature

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT C

ENGINEER'S CERTIFICATION OF COMPLIANCE

Engineer's Certification of Compliance. The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

NOTICE OF COMPLETION

STATE-FUNDED GRANT AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and Nassau County

PROJECT DESCRIPTION: repairs including resurfacing of a segment of CR 121 from the Duval County Line to CR 119

FPID#: 449196-1-54-01

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of ____, 20__.

By: _____
Name: _____
Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification the Recipient shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

SEAL:

By: _____ P.E.
Name: _____
Date: _____

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EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

RESOLUTION NO. 2022- 105

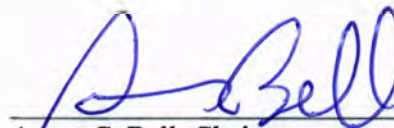
A RESOLUTION AUTHORIZING THE EXECUTION OF THE AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND THE BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA

WHEREAS, the County Engineer has recommended that the Board of County Commissioners of Nassau County, Florida, execute a State Funded Grant Agreement between the State of Florida Department of Transportation and Nassau County, Florida regarding the design, inspection, and construction of repairs including resurfacing of the southern most portion of CR 121. (Financial Project ID No. 449196-1-54-01);

NOW, THEREFORE, BE IT RESOLVED, this 18th day of May, 2022, by the Board of County Commissioners of Nassau County, Florida as follows:

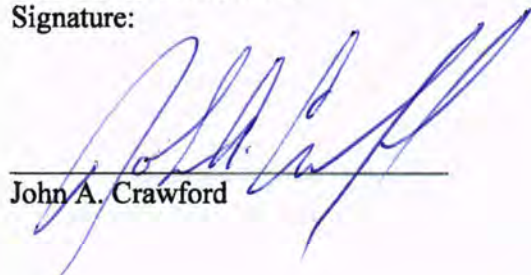
1. The State Funded Grant Agreement between the State of Florida Department of Transportation and Nassau County is hereby approved, and the Chairman is authorized to execute said agreement.

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



Aaron C. Bell, Chairman

Attest as to Chairman's
Signature:



John A. Crawford

Approved as to form by the
Nassau County Attorney:



Denise C. May

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT**EXHIBIT F****CONTRACT PAYMENT REQUIREMENTS**
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT J

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Awarding Agency: Florida Department of Transportation

State Project Title and CSFA Number:

- ☐ County Incentive Grant Program (CIGP), (CSFA 55.008)
- ☐ Small County Outreach Program (SCOP), (CSFA 55.009)
- ☐ Small County Road Assistance Program (SCRAP), (CSFA 55.016)
- ☐ Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
- ☒ Local Transportation Projects, SB 2500, Line 1915A CSFA #55.039

***Award Amount:** \$9,000,000.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

RESOLUTION NO. 2022- 105

A RESOLUTION AUTHORIZING THE EXECUTION OF THE AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND THE BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA

WHEREAS, the County Engineer has recommended that the Board of County Commissioners of Nassau County, Florida, execute a State Funded Grant Agreement between the State of Florida Department of Transportation and Nassau County, Florida regarding the design, inspection, and construction of repairs including resurfacing of the southern most portion of CR 121. (Financial Project ID No. 449196-1-54-01);

NOW, THEREFORE, BE IT RESOLVED, this 18th day of May, 2022, by the Board of County Commissioners of Nassau County, Florida as follows:

1. The State Funded Grant Agreement between the State of Florida Department of Transportation and Nassau County is hereby approved, and the Chairman is authorized to execute said agreement.




A CERTIFIED TRUE COPY

John A. Crauford

EX-OFFICIO, Clerk of the Board of County Comm.
Nassau County, Florida

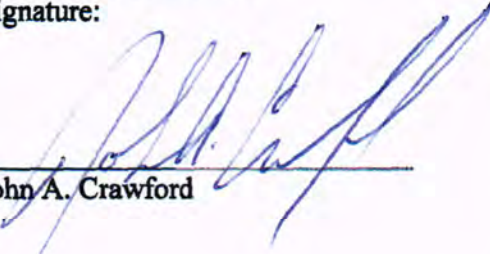
By: *Heather*
b/c

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



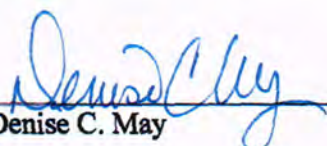
Aaron C. Bell, Chairman

**Attest as to Chairman's
Signature:**



John A. Crawford

**Approved as to form by the
Nassau County Attorney:**



Denise C. May

To: kimberly.evans@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION FUNDS APPROVAL

G2902

5/26/2022

CONTRACT INFORMATION

Contract:	G2902
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERNMENTAL AGENCY (287.057,F.S.)
Vendor Name:	NASSAU COUNTY BOARD OF COUNTY C
Vendor ID:	F591863042053
Beginning Date of This Agreement:	05/24/2022
Ending Date of This Agreement:	12/31/2025
Contract Total/Budgetary Ceiling:	ct = \$9,000,000.00
Description:	repairs including resurfacing of CR 121 from the Duval CL to CR 119

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 5/26/2022

Action:	Original
Reviewed or Approved:	APPROVED
Organization Code:	55024010206
Expansion Option:	AU
Object Code:	751000
Amount:	\$9,000,000.00
Financial Project:	44919615401
Work Activity (FCT):	215
CFDA:	
Fiscal Year:	2022
Budget Entity:	55150200
Category/Category Year:	088862/22
Amendment ID:	O001
Sequence:	00
User Assigned ID:	
Enc Line (6s)/Status:	0001/04

Total Amount: \$9,000,000.00

Certificate Of Completion

Envelope Id: 6CD629294890461CA6EFEE1829285565

Status: Completed

Subject: CR 121 Earmark - Nassau County

Contract Number (ex. C9A12, optional): G2902

Document Contains Confidential Information?: No

Fin Proj Num (ex.123456-1-32-01, Optional): 449196-1-54-01

Office (contact Procurement if add is needed):

Local Programs

HR Action?: No

Source Envelope: 7AA82DF23C4547C1947837D24BEF43E7

Document Pages: 27

Signatures: 2

Envelope Originator:

Certificate Pages: 2

Initials: 0

Kimberly Evans

AutoNav: Disabled

605 Suwannee Street

Envelopeld Stamping: Enabled

MS 20

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Tallahassee, FL 32399-0450

kimberly.evans@dot.state.fl.us

IP Address: 156.75.180.190

Record Tracking

Status: Original

Holder: Kimberly Evans

Location: DocuSign

5/26/2022 3:31:29 PM

kimberly.evans@dot.state.fl.us

Signer Events

Angela Hensel

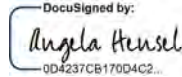
angela.hensel@dot.state.fl.us

District Legal Counsel

Florida Department of Transportation

Security Level: Email, Account Authentication
(None), Login with SSO**Signature**

DocuSigned by:



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Signature Adoption: Pre-selected Style

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Timestamp

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Signed: 5/26/2022 4:33:41 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Greg Evans

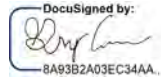
greg.evans@dot.state.fl.us

D2 Secretary

FLDOT

Security Level: Email, Account Authentication
(None)

DocuSigned by:



8A93B2A03EC34AA...

Signature Adoption: Drawn on Device

Signed by link sent to greg.evans@dot.state.fl.us

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Signed using mobile

Sent: 5/26/2022 4:33:42 PM

Viewed: 5/26/2022 5:12:06 PM

Signed: 5/26/2022 5:12:56 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/26/2022 3:40:19 PM
Certified Delivered	Security Checked	5/26/2022 5:12:06 PM
Signing Complete	Security Checked	5/26/2022 5:12:56 PM
Completed	Security Checked	5/26/2022 5:12:56 PM
Payment Events	Status	Timestamps

ATTACHMENT "III"



Nassau County Engineering Services Department
96161 Nassau Place
Yulee, Florida 32097

Road Closure Policy

1. Submit a written request to the Public Works Director for the road closure. In the request you must explain the following:
 - a) Why the road needs to be closed and the duration of the closure?
 - b) What are the benefits to public for closing the road?
 - c) Include a draft detour plan.

After the road closure request and draft detour plan have been approved, the following information shall be submitted to the Nassau County Engineering Services Department for review and approval.

2. Submit to Nassau County Engineering Services Department: A Maintenance of Traffic (MOT) Plan that was prepared by or approved by Florida Advanced Maintenance of Traffic (AMOT) certified personnel referencing the latest editions of the Florida Department of Transportation (FDOT) Design Standards Section 600 and the Manual on Uniform Traffic Control Devices (MUTCD). These plans shall include the Worksite Traffic Supervisor as per the latest edition of the FDOT Standard Specifications for Road & Bridge Construction Section 105-8.3. Valuable Message Boards (VMB) will be required and shall be installed 7 days prior to the detour taking place and remain throughout. Any signed detour that will be within FDOT Right-of-Way (or on portions thereof) shall have prior FDOT approval.

A Maintenance of Traffic Plan proposing a change to any approved documents, including contract documents and approved construction plans must be signed and sealed.

3. Provide a public notification advertisement to an approved local newspaper. To appear no less than fourteen (14) days prior to the scheduled closure. Submit the draft notification to Nassau County Engineering Services for review and approval prior to advertising. This notification will clearly describe the name of the project and contractor, scope of the detour, scope of construction, the name of all roads that will be affected, official detour routes, duration of closure and the Worksite Traffic Supervisor's telephone number. Attach a diagram showing the surrounding area and detour routes. Diagram must be clear and depict road names and route direction. The size of advertisement in newspaper shall be a minimum of 2 columns wide by 12 inches long (tall) or one fifth (1/5) of a page with a minimum of 24 point font for the heading and 10 point font for the body and detour plan. Flyers with the same information may be required. With the Engineering Services Department's written approval, local roads may not require publishing of the advertisement in the paper; however, all other criteria must be adhered to.



Road Closure Policy
Page 2 of 3

4. Submit notification to the following departments and agencies prior to the road closure. A confirmation of notification to the Engineering Services Department must be provided prior to road closure.

- Nassau County Sheriff's Office:
 - o Ricky A Rowell, TAC
Phone-(904) 548-4000
Fax-(904) 225-5737
Email -rickyr@nassauso .com
 - o L. Rene Graham, Lt.
Phone-(904) 548-4000
Fax-(904) 548-4128
Email -lrgraham@nassauso.com
- Nassau County Emergency Management:
 - o Martha Oberdorfer
Phone-(904) 548-4094
Fax-(904) 548-4194
Email- mlwagaman@nassauso .com
- Nassau County Fire Department:
 - o Scott Hemmingway
Phone-(904) 530-6600
Fax-(904) 321-5748
Email -
shemmingway @nassaucountyfl.com
- Nassau County School Bus Transportation:
 - o AmyBell
Phone-(904) 225-0127
Fax-(904) 255-9404
Email -amy.bell@nassau.k12 .fl.us
- Nassau County Road & Bridge Department:
 - o Jennifer Kirkland
Phone-(904) 530-6175
Fax-(904) 530-6901
Email -jbeayer @nassaucountyfl.com
- Nassau County Manager's Office
 - o Sabrina Robertson
Phone-(904) 530-6010
Fax-(904) 321-5784
Email - SRobertson@nassaucountyfl.com
- United Postal Service (Yulee)
 - o Beverly Dye
Phone-(904) 225-5331
Fax-(904) 225-9733
Email- beverly .a.dye@usps.gov
- United Postal Service (Fernandina)
 - o EdwinLang
Phone-(904) 491-8102
Fax-(904) 277-7947
Email -edwin.p.lang@usps .gov
- United Postal Service (Callahan)
 - o Kim Vojtech
Phone-(904) 879-2131
Fax-(904) 879-6737
Email -kim.k.vojtech@usps.gov
- United Postal Service (Hilliard)
 - o Heather Ackerman
Phone-(904) 845-2151
Fax-(904) 845-7738
Email -heather.r.ackeeonan@usps.gov

Depending on the location of the project/detour, notification to other agencies may be required.



Road Closure Policy
Page 3 of 3

5. Signage will be in place prior to road closure. They will be bagged/covered until needed. VMBs, will be installed and operating a minimum of seven (7) calendar days prior to any closure/detour.
6. Visual inspection of the VMB by the Engineering Services Department is required at installation or relocation. Visual inspection of all road/detour signage shall be accomplished prior to road closure. Contact Engineering Services 48 hours prior to installation for inspection.

ATTACHMENT "IV"



Nassau County Engineering Services Department
96161 Nassau Place
Yulee, Florida 32097

AS-BUILT REQUIREMENT CHECKLIST:

The following list is intended to highlight the majority of the as-built requirements for Construction projects in Nassau County. This list should not be considered to be all-inclusive as each project is unique in nature and may require additional information that can only be determined during the course of the project's completion. Generally, however, the AS-BUILT information shall contain the following:

1. AS-BUILTS should be based on the design plans as approved through the DRC process. The submitted as-builts should be at the same scale and have the same orientation as the design files.
2. AS-BUILTS should have the same page numbering as the design plans, and the cover of the AS-BUILT plans should have all sheets from the design plans listed with sheets not "AS-BUILT" stricken through.
3. AS-BUILTS should display the original design information as displayed on the plan sheets with the design information stricken through and the as-built information displayed in bold adjacent to the design information.
4. AS-BUILTS shall be accompanied by an "Engineer's Certification" form from the Engineer of Record. (Exhibits 3 & 4)
5. Three {3} sets of fully signed and sealed AS-BUILTS should be submitted along with CD containing the PDF file(s) and CADD file(s) of the AS-BUILT information. CADD files should be in State Plane coordinates (NAD 83) with a vertical datum of NAVD88 or NGVD 1929 (with the datum shift noted). Furthermore, CADD files should only be submitted in ACAD version 2013 or later.
6. Northing and Easting of all drainage structures should be included.
7. The plans should be clearly legible, and all structure notes, distances, angles and elevations should be clearly readable.
8. If the plan represents a phase of a development, then that phase should be clearly identified for clarity and avoid confusion with future phases.
9. There should be a north arrow and scale on each sheet.
10. A legend should be included explaining the symbols used in the plans.
11. ALL sheets must be signed and sealed by a surveyor licensed in the State of Florida.



12. There should be sufficient "plan" and "as-built" elevations shown to verify that the streets were constructed substantially in accordance with the approved construction plans. Generally, the County will review all low points and high points in the street and verify that the minimum grade exists for each street. On straight sections between high and low points elevations should be taken every 200 feet.
13. All street curve radii should be shown on the plans or in a table.
14. Street widths and curb type should be identified for each street on each sheet.
15. Whenever there are islands within the streets the as-builts should include dimensions for these islands.
16. The paved radii of all Cui-de-Sacs should be listed and Cul-De-Sac center and edge of pavement or gutter elevations at quarter points shall be shown.
17. All underdrains should be shown with size, lengths, inverts and cleanouts all shown.
18. Where swales are utilized there should be sufficient flow line elevations and ditch cross sections to verify capacity of the channel.
19. There should be a comparison table of design and as-built pipe sizes, lengths, invert elevations, and pipe slopes.
20. The as-built surface area of the pond(s) at Normal Water Level (design) and Top of Bank (as-built) should be included.
21. The bottom elevation and area should be shown (2 locations min. per pond).
22. The surveyor shall certify by note (for each pond) that no slope is greater than 1:4 above the design NWL, unless the pond is fenced.
23. All structures in the pond (overflow weirs, etc.) should be included.
24. All water main and sewer main locations, size, lengths, inverts, etc.
25. All easements required (or on a plat) should be shown on the "As- BUILTS" and improvement located so as to verify improvements are within the easement. Easement not recorded as part of the recorded plat including drainage and right-of-way easements shall also be identified as "as-built". For these easements the book and page of their record, property to whom easement is dedicated and date of filing should be shown on as the "as-built". All improvements intended to be within these easements shall be shown as the "as-builts" to verify the improvements are within the easement. Wetlands are not reviewed by Nassau County and need not be shown.
26. Depict all storm drain and utility repair locations and methods.

ATTACHMENT "V"

STATE OF FLORIDA NASSAU COUNTY

ROADWAY PLANS

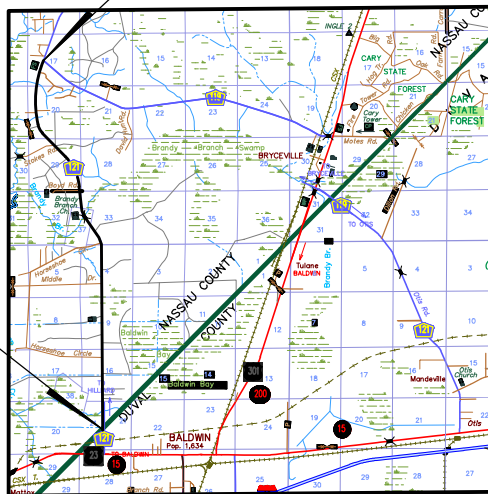
NASSAU COUNTY CONTRACT NO. NC22-019
CR 121
DUVAL COUNTY LINE TO CR 119
RECONSTRUCTION

INDEX OF ROADWAY PLANS SHEET NO. SHEET DESCRIPTION

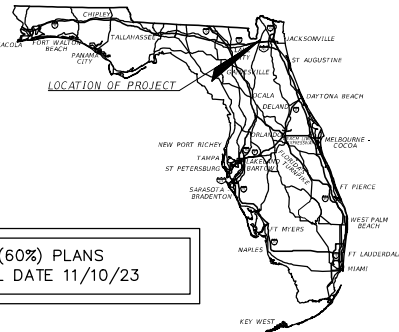
1	COVER SHEET
2	GENERAL NOTES
3	TYPICAL SECTIONS
4-5	TYPICAL SECTION DETAIL
6-7	PROJECT LAYOUT
8	PROJECT CONTROL SHEET
9-74	PLAN & PROFILE
75	INTERSECTION DETAIL SHEET
76	ROADWAY SOIL SURVEY
77-88	REPORT OF SOIL BORINGS
89-95	CROSS SECTIONS
96-126	SIGNING & PAVEMENT MARKING
127	TRAFFIC CONTROL GENERAL NOTES
128	THRU TRAFFIC DETOUR PLAN
129-130	TRAFFIC CONTROL TYPICAL SECTION
131-133	TRAFFIC CONTROL SPECIAL DETAILS
134	FDOT STANDARD INDEX 102-602
135	FDOT STANDARD INDEX 102-603
136	FDOT STANDARD INDEX 102-606

BEGIN PROJECT
STA. 36+65.50

END PROJECT
STA. 431+86.44



PHASE II (60%) PLANS
SUBMITTAL DATE 11/10/23



ROADWAY SHOP DRAWINGS TO BE SUBMITTED TO:

ROBERT COMPANION, P.E.
DEPUTY COUNTY MANAGER
COUNTY ENGINEER
96135 NASSAU PLACE
YULEE, FL 32097
PHONE: (904) 530-6010
EMAIL: RCOMPANION@NASSAUCOUNTYFL.COM

PLANS PREPARED BY:

KIMLEY-HORN AND ASSOCIATES
12740 GRAN BAY PARKWAY WEST, SUITE 2350
JACKSONVILLE, FL 32258
PHONE: (904)828-3900

NOTE: THE SCALE OF THESE PLANS MAY HAVE
CHANGED DUE TO REPRODUCTION

PLANS PREPARED FOR: NASSAU COUNTY

ROADWAY PLANS
ENGINEER TO RECORD: CHARLES E. WILLS
P.E. NO.: 44194

GOVERNING DESIGN STANDARDS:

Florida Department of Transportation, FY 2023-24
Standard Plans for Road and Bridge Construction and
applicable Interim Revisions (IRs).

Standard Plans for Road Construction and associated IRs
are available at the following website:
<http://www.fdot.gov/design/standardplans>

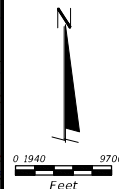
GOVERNING STANDARD SPECIFICATIONS:

Florida Department of Transportation, FY 2023-24
Standard Specifications for Road and Bridge
Construction at the following website:
<http://www.fdot.gov/programmanagement/implemented/SpecBooks>

PROJECT LENGTH BASED ON 1/2 OF CONSTRUCTION

RECONSTRUCTION:	STA. 36+65.50 TO STA. 52+00.00
MILL & RESURFACE:	STA. 52+00.00 TO STA. 56+00.00
RECONSTRUCTION:	STA. 56+00.00 TO STA. 239+69.06
MILL AND RESURFACE:	STA. 239+69.06 TO STA. 273+45.11
RECONSTRUCTION	STA. 273+45.11 TO STA. 431+86.44

PROJECT MANAGER: ROBERT COMPANION, P.E.

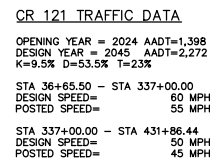
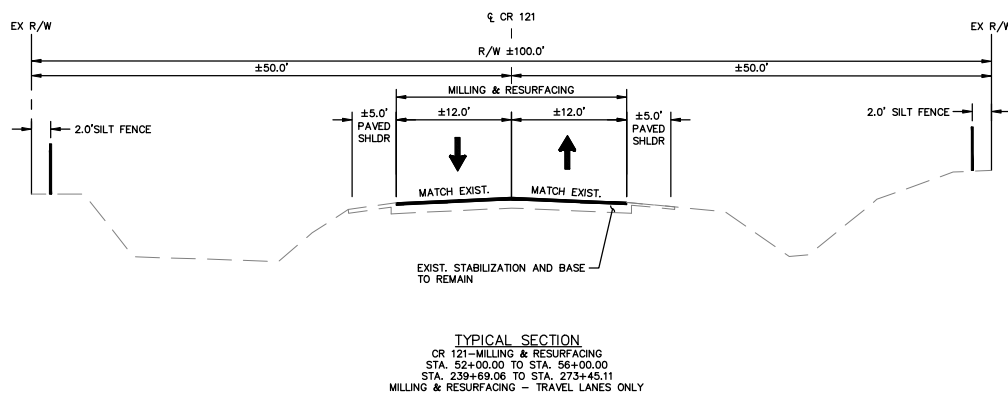
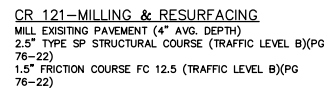
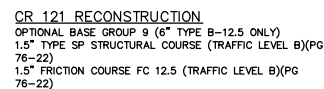


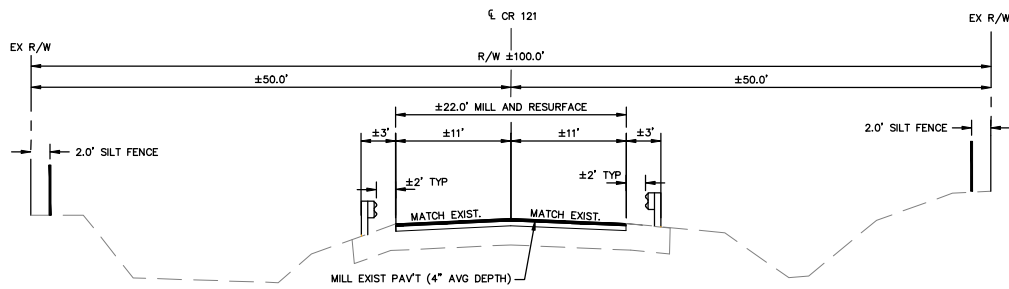
- ENGINEERING PLANS APPROVAL SHALL NOT CONSTITUTE PERMISSION TO VIOLATE ANY ADOPTED FEDERAL, STATE, OR LOCAL LAW, CODE, OR ORDINANCE.
2. ALL WORK WITHIN THE PUBLIC STREETS AND RIGHT-OF-WAYS SHALL CONFORM TO NASSAU COUNTY LAND DEVELOPMENT CODES (LDC), FOOT STANDARD INDICES, FLORIDA GREENBOOK, NASSAU COUNTY ROADWAY AND DRAINAGE STANDARDS, AND NASSAU COUNTY STANDARD DETAILS AS NECESSARY. FOR ANY DISCREPANCY BETWEEN STANDARDS, THE MOST STRINGENT SHALL PREVAIL.
3. PER NASSAU COUNTY ROADWAY AND DRAINAGE STANDARDS, ORDINANCE 99-17 SECTION 6.2.4, SITE SHALL BE CONSTRUCTED PER APPROVED CONSTRUCTION DRAWINGS. ANY SUBSTANTIAL DEVIATION SHALL BE CONCURRENTLY REVIEWED BY ENGINEER OF RECORD AND NASSAU COUNTY DEVELOPMENT REVIEW COMMITTEE PRIOR TO FIELD CHANGES.
4. A PRE-CONSTRUCTION MEETING WITH NASSAU COUNTY ENGINEERING SERVICES CONSTRUCTION INSPECTOR IS REQUIRED. ATTENDEES SHALL BE NASSAU COUNTY, ENGINEER OF RECORD, CONTRACTOR, TESTING FIRM, PAVING FIRM, AND UTILITY COMPANIES PER NASSAU COUNTY ORDINANCE 99-17 SECTION 7.2.3. NASSAU COUNTY MAY CANCEL PRE-CONSTRUCTION MEETING IF ATTENDEE LIST IS INADEQUATE. NASSAU COUNTY ENGINEERING SERVICES CAN BE REACHED AT 904-530-6225.
5. THE CONTRACTOR SHALL SCHEDULE AND COORDINATE ALL WORK WITH THE APPROPRIATE NASSAU COUNTY CONSTRUCTION INSPECTOR ASSIGNED TO THE PROJECT PER NASSAU COUNTY ORDINANCE 99-17 SECTION 7.2.
6. ALL WORK SHALL BE PERFORMED IN A SAFE MANNER. ALL SAFETY RULES AND GUIDELINES OF O.S.H.A. SHALL BE FOLLOWED. THE CONTRACTOR SHALL BE WHOLLY RESPONSIBLE FOR ANY INJURIES TO HIS EMPLOYEES AND ANY DAMAGE TO PRIVATE PROPERTY OR PERSONS DURING THE COURSE OF THIS PROJECT.
7. PER NASSAU COUNTY ROADWAY AND DRAINAGE STANDARDS, ORDINANCE 99-17 SECTION 11.8.1, ANY DISTURBED AREAS WITHIN NASSAU COUNTY RIGHT-OF-WAY SHALL BE SODDED.
8. PER NASSAU COUNTY ROADWAY AND DRAINAGE STANDARDS, ORDINANCE 99-17 SECTION 7.4.1, AT THE TIME OF FINAL INSPECTION, GRASSING SHALL BE A MINIMUM OF SEVENTY PERCENT COVERAGE AND FULLY ESTABLISHED AND/OR SODDING TO BE ONE HUNDRED PERCENT COVERAGE AND STABILIZED.
9. ENGINEER OF RECORD APPROVED SHOP DRAWINGS SHALL BE PROVIDED TO NASSAU COUNTY CONSTRUCTION INSPECTOR A MINIMUM OF ONE WEEK BEFORE BEGINNING STRUCTURE INSTALLATION.
10. PARKING AT MAIL KIOSKS IS REQUIRED PER NASSAU COUNTY ROADWAY AND DRAINAGE STANDARDS, ORDINANCE 99-17 SECTION 8.4. MAIL KIOSK LOCATIONS ARE SUBJECT TO USPS POSTMASTER APPROVAL.
11. THE CONTRACTOR IS THE SINGLE RESPONSIBLE PARTY FOR THE PROPER IMPLEMENTATION OF AN EROSION PROTECTION SEDIMENT CONTROL (EPCS) PLAN FOR CONSTRUCTION SITE. THIS INCLUDES THE RESPONSIBILITY FOR THE ACTIONS/INACTIIONS OF EMPLOYEES, SUBCONTRACTORS, AND/OR SUPPLIERS.
12. SIDEWALKS TO BE PROVIDED AND BUILT IN ACCORDANCE FLORIDA BUILDING CODE. ALL PROPOSED SIDEWALKS SHALL MEET ADA REQUIREMENTS.
13. THE CONTRACTOR SHALL COMPLY WITH CURRENT FLORIDA ACCESSIBILITY STANDARDS FOR ALL WORK ON THIS PROJECT.
14. PER ORDINANCE 99-17 SECTION 8.5.1, MINIMUM COVER FOR WATER LINES AND FORCE MAINS UNDER PAVEMENT SHALL 42" AND 36" IN GREEN AREAS.
15. ALL WATER, SEWER, AND STORM WATER CONSTRUCTION WITHIN NASSAU COUNTY ROW SHALL BE ACCOMPLISHED BY AN UNDERGROUND UTILITY CONTRACTOR LICENSED UNDER THE PROVISIONS OF CHAPTER 409 OF THE FLORIDA STATUTES.
16. NO WORK SHALL BE PERMITTED BETWEEN THE HOURS OF 7:00PM - 7:00AM WITHOUT PRIOR APPROVAL FROM NASSAU COUNTY ENGINEERING SERVICES.
17. ALL TREES REQUIRED TO BE PROTECTED SHALL BE FLAGGED FOR PROTECTION PRIOR TO CLEARING.
18. ALL GRADING AND PLACEMENT OF COMPACTED FILL SHALL BE IN ACCORDANCE WITH THE LATEST NASSAU COUNTY SPECIFICATIONS.
19. ANY DAMAGES (SIDEWALK, CURB, ASPHALT, DITCH GRADING, ET CETERA) WITHIN PUBLIC RIGHT-OF-WAY SHALL BE REPAIRED OR REPLACED IN ACCORDANCE WITH NASSAU COUNTY SPECIFICATIONS. PROPOSED REPAIR METHOD SHALL BE APPROVED BY NASSAU COUNTY ENGINEERING SERVICES.
20. ANY ASPHALT MILLINGS FROM NASSAU COUNTY ROW SHALL BE DELIVERED TO THE ROAD DEPARTMENT LANDFILL YARD LOCATED ON GENE LASSEUR BOULEVARD OR PEA FARM ROAD. PLEASE CONTACT THE ROAD DEPARTMENT AT (904) 530-8175.
21. PER NASSAU COUNTY ORDINANCE 99-17 SECTION 7.4.2 AND 7.4.4, AS-BUILT DRAWINGS SHALL BE SUBMITTED TO NASSAU COUNTY ENGINEERING SERVICES FOR REVIEW. AS-BUILT SUBMITTALS WILL BE IN ACCORDANCE WITH NASSAU COUNTY AS-BUILT REQUIREMENT CHECKLIST. AS-BUILT DRAWINGS SHALL BE CERTIFIED BY REQUIRED LICENSED SURVEYOR AND APPROVED BY ENGINEER OF RECORD.
22. ALL SUPERELEVATION TRANSITIONS ROTATE ABOUT THE PGL.

1. ALL STORMWATER DRAINAGE FACILITIES WITHIN PUBLIC RIGHT-OF-WAY AND PAVED AREAS, INCLUDING NASSAU COUNTY RIGHT-OF-WAY, TURN Lanes, RESIDENTIAL ROADWAYS, DRIVE AISLES FOR MULTI-FAMILY DEVELOPMENTS, AND MAJOR DRIVE AISLES FOR COMMERCIAL DEVELOPMENTS SHALL BE LASER PROFILED PER FDOT SECTION 430.
2. A BUILDER CANNOT MODIFY THE COUNTY'S STORM WATER MANAGEMENT SYSTEM INCLUDING THE PIPES, INLETS, AREA DRAINS, DITCHES AND RELATED ELEMENTS TYPICALLY WITHIN THE STREET OR WITHIN A DRAINAGE EASEMENT WITHOUT THE PRIOR WRITTEN APPROVAL OF THE COUNTY ENGINEER OR DESIGNER.
3. DRAINAGE EASEMENTS AND DITCHES SHOULD REMAIN FREE OF STOCKPILED SOIL, SEDIMENT, MUD, CONSTRUCTION MATERIALS, WASTE, ET CETERA AT ALL TIMES. POSITIVE STORMWATER FLOW MUST BE MAINTAINED THROUGHOUT CONSTRUCTION.
4. THE CONTRACTOR SHALL TEMPORARILY OR PERMANENTLY STABILIZE BARE SOIL AREAS AND SOIL STOCKPILES WHEN THE AREA IS INACTIVE FOR FOURTEEN DAYS OR MORE OR HAS REACHED FINISHED GRADE.
5. PER ORDINANCE 99-17 SECTION 111.1,5.4, ALL GRAVITY FLOW PIPE INSTALLATIONS SHALL HAVE A SOIL TIGHT JOINT PERFORMANCE UNLESS SPECIAL FACTORS WARRANT WATERPROOF JOINT PERFORMANCE.
6. PER ORDINANCE 99-17 SECTION 106.5.1, IMMEDIATELY INSTALL ADDITIONAL EROSION PROTECTION SEDIMENT CONTROL MEASURES IF SEDIMENT IS LEAVING YOUR SITE. FAILURE TO CONTAIN SEDIMENT TO YOUR SITE MAY RESULT IN DELAYED INSPECTIONS, NOTICES OF VIOLATION, CITATIONS, FINES, PENALTIES, AND/OR STOP WORK ORDERS.
7. PER 99-17 SECTION 101.2.4-E, STORMWATER MANAGEMENT FOR A PROJECT SHALL NOT HAVE ADVERSE EFFECTS ON ADJACENT PROPERTIES, DOWNSTREAM STRUCTURES, OR RIGHTS OF OTHER LANDOWNERS.

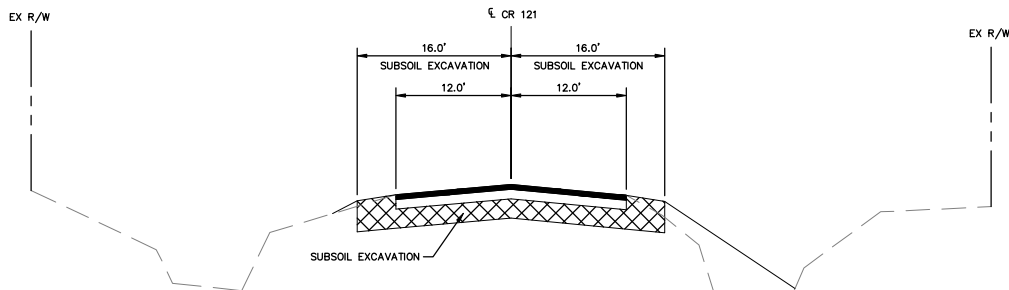
1. PER NASSAU COUNTY ROADWAY AND DRAINAGE STANDARDS, ORDINANCE 99-17 SECTION 12.2 AND 12.4, A CONSTRUCTION BOND AND 26-MONTH MAINTENANCE BOND WILL BE REQUIRED FOR ALL WORK WITHIN NASSAU COUNTY RIGHT-OF-WAY.
2. A PRE-PAVE MEETING IS REQUIRED PRIOR TO ANY PAVING OPERATIONS WITHIN NASSAU COUNTY ROW, RESIDENTIAL SUBDIVISIONS, OR MULTI-FAMILY DEVELOPMENTS.
3. APPROVED MIX DESIGNS SHALL BE PROVIDED TO NASSAU COUNTY CONSTRUCTION INSPECTOR 48 HOURS PRIOR TO PRE-PAVE MEETING OR PLACEMENT OF CONCRETE.
4. CONTRACTOR IS REQUIRED TO HAVE A CERTIFIED QP ASPHALT LEVEL II TECHNICIAN DURING ANY ASPHALT OPERATIONS WITHIN NASSAU COUNTY ROW, RESIDENTIAL SUBDIVISION, OR MULTI-FAMILY DEVELOPMENTS.
5. ALL BASES SHALL BE PRIMED IN ACCORDANCE WITH ORDINANCE 99-17 SECTION 11.5.2.3, NASSAU COUNTY STANDARD DETAILS, AND FDOT STANDARD SPECIFICATIONS.
6. SIGNAGE AND PAVEMENT MARKINGS SHALL BE IN COMPLIANCE WITH NASSAU COUNTY STANDARDS, MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), AND FDOT STANDARD PLANS.
7. MAINTENANCE OF TRAFFIC (MOT) SHALL BE IN COMPLIANCE WITH FDOT STANDARD INDEX 102-600 SERIES.
8. ALL WORK, MATERIALS, AND TESTING PERFORMED WITHIN NASSAU COUNTY RIGHT-OF-WAY AND SINGLE-FAMILY/MULTI-FAMILY DEVELOPMENTS SHALL BE IN ACCORDANCE WITH THE CURRENT REVISION OF NASSAU COUNTY'S ORDINANCE 99-17 AND ALL CURRENT NASSAU COUNTY STANDARD DETAILS.
9. PER ORDINANCE 99-17 SECTION 11.9.2, ALL PAVEMENT MARKINGS WITHIN NASSAU COUNTY ROW SHALL BE LEAD FREE THERMOPLASTIC MEETING NASSAU COUNTY AND FDOT STANDARD SPECIFICATION LATEST EDITION.
10. REMOVING PAVEMENT MARKINGS WITHIN NASSAU COUNTY ROW SHALL BE:
A. GRINDING OR HYDRO-BLASTING ON WEATHERED ASPHALT SURFACES.
B. HYDRO-BLASTING ONLY ON NEW ASPHALT SURFACES.
C. PAINT BLACKOUT IS PROHIBITED.
11. PER ORDINANCE 99-17 SECTION 8.5.5, ANY DAMAGE TO PAVEMENT RESULTING FROM CONSTRUCTION OR PAVEMENT MARKING REMOVAL WITHIN PUBLIC ROW NOT PLANNED AS PART OF THE PROJECT SHALL BE MILLED AND OVERLaid FOR ENTIRE WIDTH OF ROADWAY AND LENGTH OF DAMAGE PLUS 50' IN EACH DIRECTION.
12. ALL UNDERGROUND UTILITIES, OR APPROPRIATE CONDUIT SLEEVES, THAT ARE TO BE INSTALLED UNDER PAVEMENT MUST BE INSTALLED PRIOR TO PREPARATION OF THE SUBGRADE FOR PAVEMENT.
13. SINGLE VERTICAL JOINTS IN ROADWAY CONSTRUCTION SHALL BE AVOIDED IN NASSAU COUNTY RIGHT-OF-WAY USING NASSAU COUNTY STANDARD DETAIL #26.
14. ALL DRAINAGE STRUCTURES SHALL HAVE TRAFFIC BEARING GRATES THAT MEET OR EXCEED THE RATING FOR THE FACILITIES EXPECTED TRAFFIC.
15. ALL CONCRETE SHALL BE A MINIMUM OF 3000 PSI WITHIN PUBLIC RIGHT-OF-WAY.

SHEET NUMBER	2	GENERAL NOTES	121 OR 121	DATE PROJECT 04-04-0005	LOANED PROFESSIONAL AUGUST 2003 SCALE: AS SHOWN DESIGNED BY: _____ DRAWN BY: _____ CHECKED BY: _____	KIMLEY-HORN & ASSOCIATES, INC. 12740 GARDEN PARK DRIVE, SUITE 1200 FORT WORTH, TEXAS 76137 PHONE: (817) 422-2500 FAX: (817) 422-2501 WWW.KIMLEY-HORN.COM	KIMLEY-HORN & ASSOCIATES, INC. 2023 WEST CHURCH AND ASSOCIATES, INC. 12740 GARDEN PARK DRIVE, SUITE 1200 FORT WORTH, TEXAS 76137 PHONE: (817) 422-2500 FAX: (817) 422-2501 WWW.KIMLEY-HORN.COM	DATE 04/04/05	PAGE NO. 2

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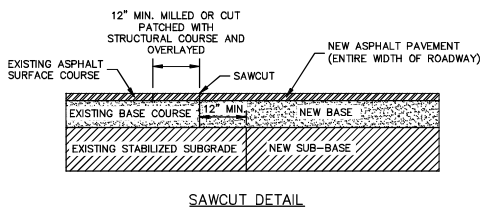
TYPICAL SECTION DETAIL
CR 121
STA. 52+00.00 TO STA. 56+00.00



TYPICAL SECTION DETAIL
CR 121
STA. 67+13.00 TO STA. 77+13.00
STA. 92+12.00 TO STA. 102+13.00

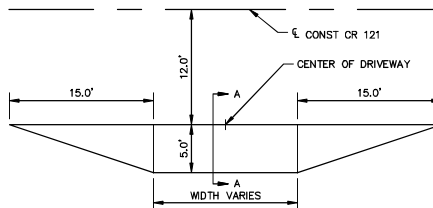
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SHEET NUMBER		4
CR 121		FLORIDA COUNTY
TYPICAL SECTION DETAILS		
PROJECT		045046005
DESIGN		AUGUST 2023
SCALE		AS SHOWN
DESIGNED BY		CHARLES T. WILKS, P.E.
DRAWN BY		FLORIDA LICENSE NUMBER 41919
CHECKED BY		12/1/23
APPROVED BY		12/1/23
KIMLEY-HORN		17755 GRAND AVENUE, SUITE 2000 DALLAS, TEXAS 75244 WWW.KIMLEY-HORN.COM REGISTRATION NO. 30109
REVISIONS		
DATE	BY	

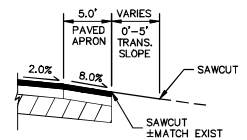


NOTES:

1. ENTIRE WIDTH OF THE ROADWAY SHALL BE OVERLAYED
2. MILLING AND OVERLAY OF THE ENTIRE ROADWAY WIDTH MAY BE REQUIRED AS DETERMINED BY THE ENGINEERING SERVICES DEPARTMENT

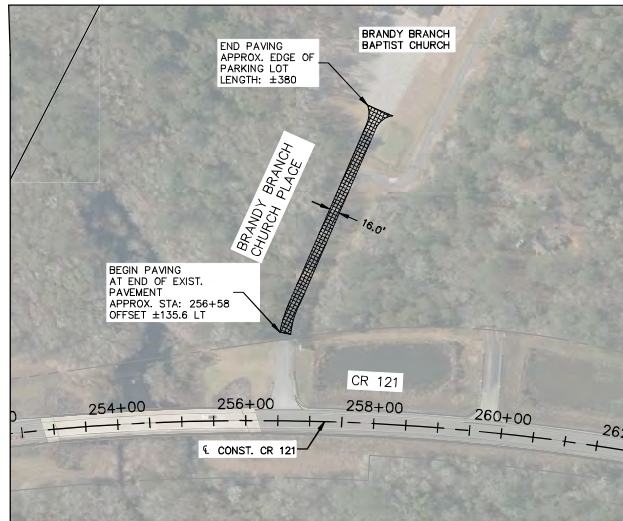


NOTE: PAVT DESIGN TO MATCH RECONSTRUCTION DESIGN

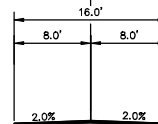


NOTE: TRANSITION SLOPE, IF NEEDED, SHALL MATCH EXISTING DRIVEWAY MATERIAL

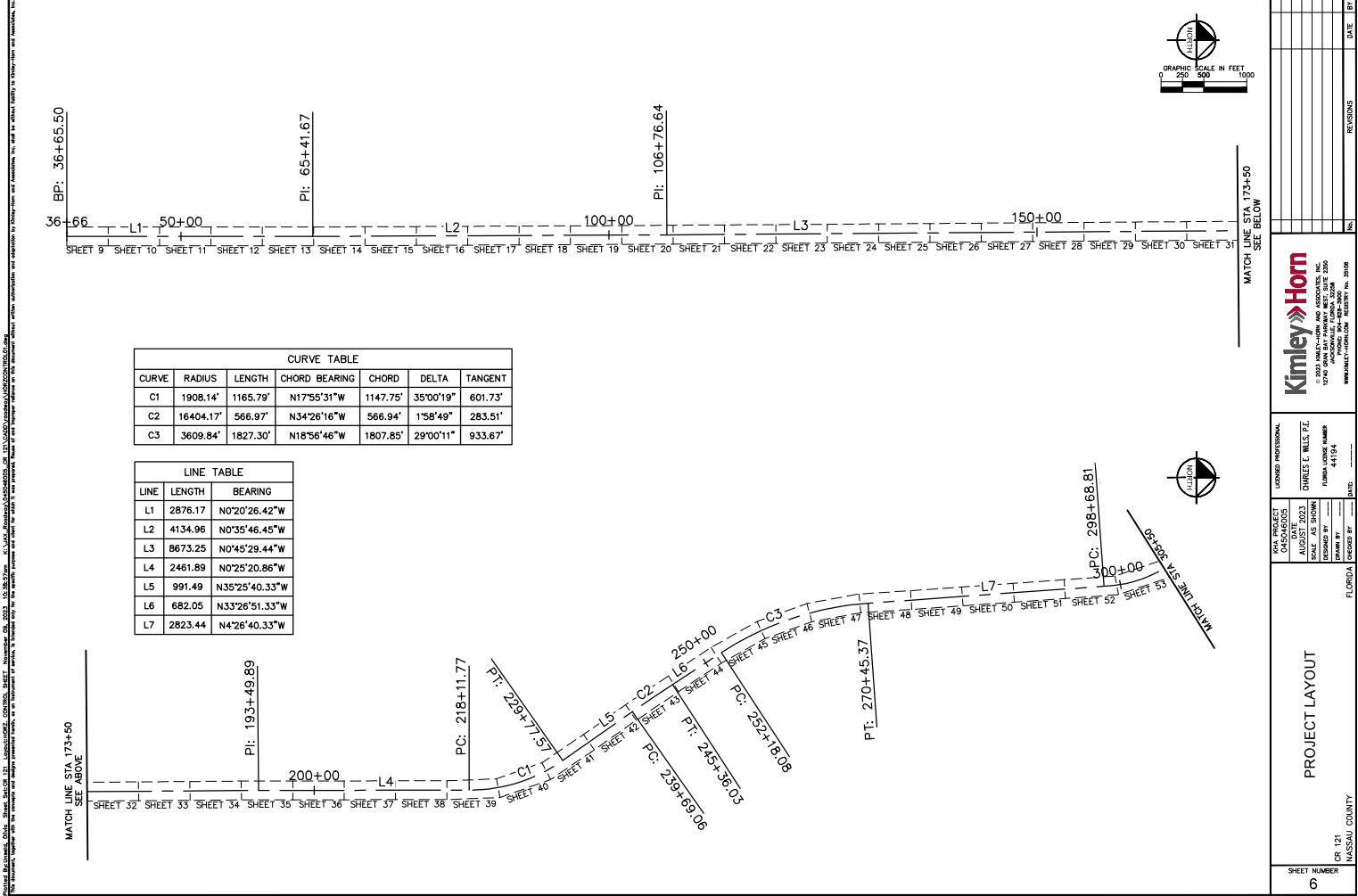
BRANDY BRANCH CHURCH DETAIL

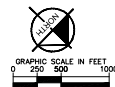


© BRANDY BRANCH CHURCH PLACE



TYPICAL SECTION
BRANDY BRANCH CHURCH PLACE-PAVING
CR 121 STA. 256+58 OFFSET ±135.56' LT
LENGTH: ±380
PAVEMENT: 1 1/2" SP TRAFFIC B






CURVE TABLE						
CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA	TANGENT
C4	1431.79'	1007.90'	N24°36'40"W	987.22'	40°19'59"	525.85'
C5	1909.10'	1244.08'	N26°06'32"W	1221.18'	37°20'14"	645.03'
C6	5726.99'	1475.92'	N00°03'27"W	1471.84'	14°45'57"	742.07'

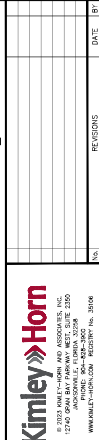
LINE TABLE		
LINE	LENGTH	BEARING
L8	4648.85	N44°46'39.14"W
L9	1810.15	N7°26'25.48"W
L10	465.56	N7°19'31.52"E
L11	6337.52	N20°54'40.96"E



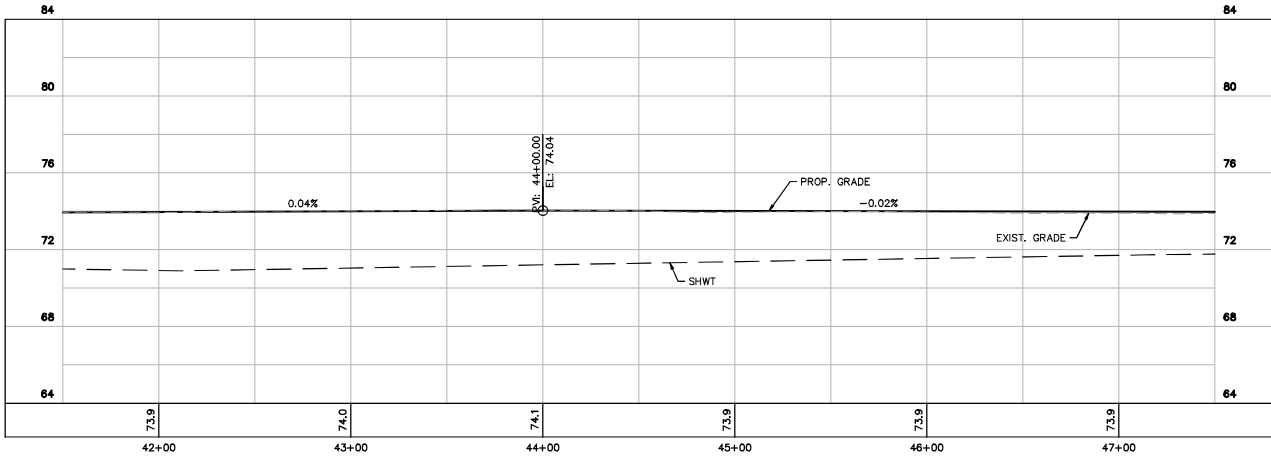
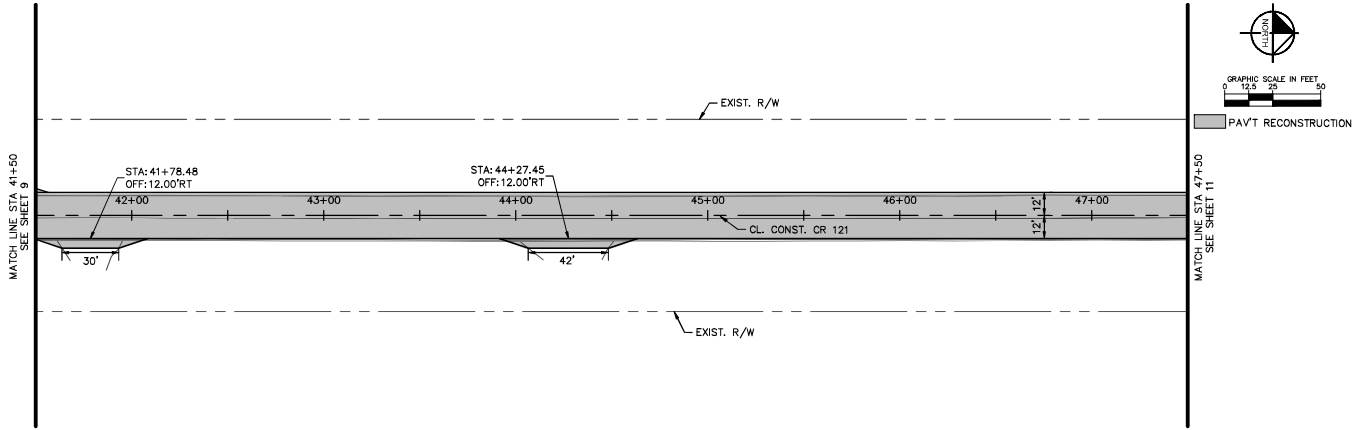
SHEET NUMBER	PROJECT LAYOUT	YEAR PROJECT 04/20/2005	LICENSED PROFESSIONAL CHARLES E. WILKS, P.E. AUGUST 2003 SCALE: AS SHOWN FURNISH LOGS NUMBER DESIGNED BY: _____ DRAWN BY: _____ CHECKED BY: _____	 Kimley-Horn 2023 KIMLEY-HORN AND ASSOCIATES, INC. 12174 GRAND OAKWAY, SUITE 2300 GRAND OAKWAY, TEXAS 75142 PHONE: 281-492-5000 FAX: 281-492-5001 WWW.KIMLEY-HORN.COM	PROJECT NUMBER 04-0001	DATE 04/20/05

1. PROJECT IS BASED ON NORTH AMERICAN DATUM 1983/2011 (NAD83), FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (901).
2. BENCHMARK ELEVATIONS ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM 1988 (NAVD88).
3. POSITIONS/COORDINATES FOR BENCHMARKS ARE DERIVED FROM GPS STATIC NETWORK USING THE PREVIOUSLY SAID DATUMS FOR THEIR NORTHING AND EASTING VALUES, AND LATITUDES AND LONGITUDES.

SHEET NUMBER 8	72772-1 CR-121 PROJECT CONTROL	FLORIDA	ISSUED BY: AAR	DRAWN BY: JLS	CHECKED BY: L35578	FLORIDA LICENSE NUMBER	AFERDO A. BERNARDEZ	LICENSED PROFESSIONAL	 SAI 3900 W. 10th Street, Suite 200 Fort Lauderdale, FL 33304 Phone: 954.344.7462 Fax: 954.344.7463 Email: info@sai.com	NO.	REVISIONS	DATE	BY
												10/23/2023	AR

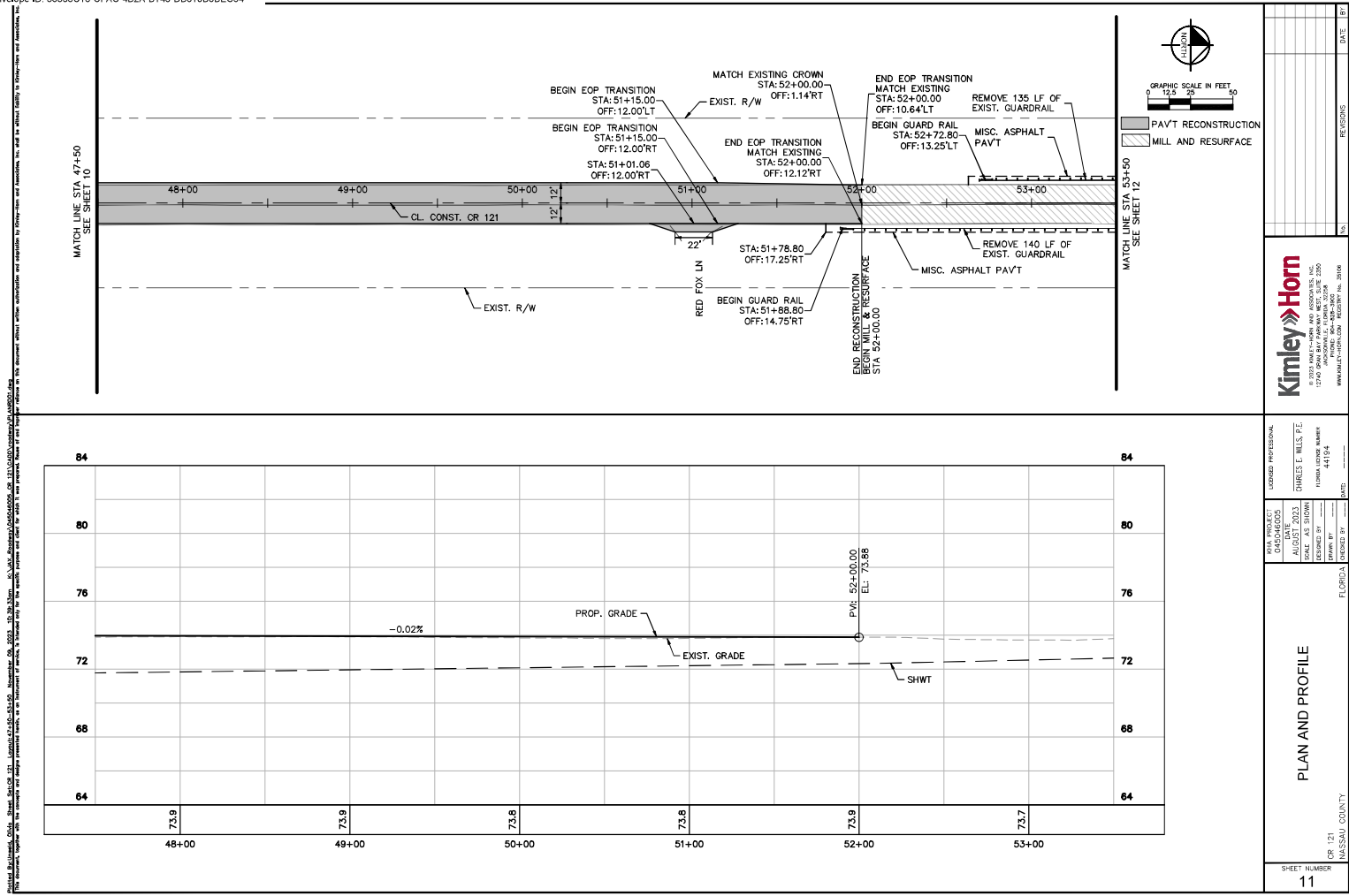


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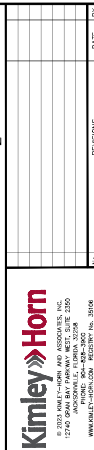


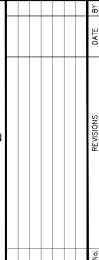
SHEET NUMBER 10		FLORIDA COUNTY	
PLAN AND PROFILE		DESIGNED BY CHARLES E. WILKS, P.E. AUGUST 2023 SCALE: AS SHOWN DRAWN BY JENNIFER L. HARRIS AUGUST 2023 SCALE: AS SHOWN	
PROJECT 045046005		DESIGNED BY CHARLES E. WILKS, P.E. AUGUST 2023 SCALE: AS SHOWN DRAWN BY JENNIFER L. HARRIS AUGUST 2023 SCALE: AS SHOWN	
PROJECT 045046005		DESIGNED BY CHARLES E. WILKS, P.E. AUGUST 2023 SCALE: AS SHOWN DRAWN BY JENNIFER L. HARRIS AUGUST 2023 SCALE: AS SHOWN	
PROJECT 045046005		DESIGNED BY CHARLES E. WILKS, P.E. AUGUST 2023 SCALE: AS SHOWN DRAWN BY JENNIFER L. HARRIS AUGUST 2023 SCALE: AS SHOWN	

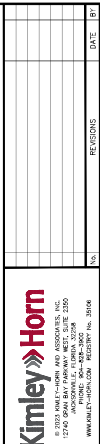
PROPOSED PAVEMENT

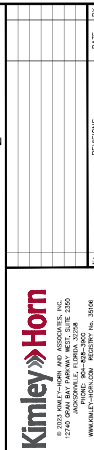


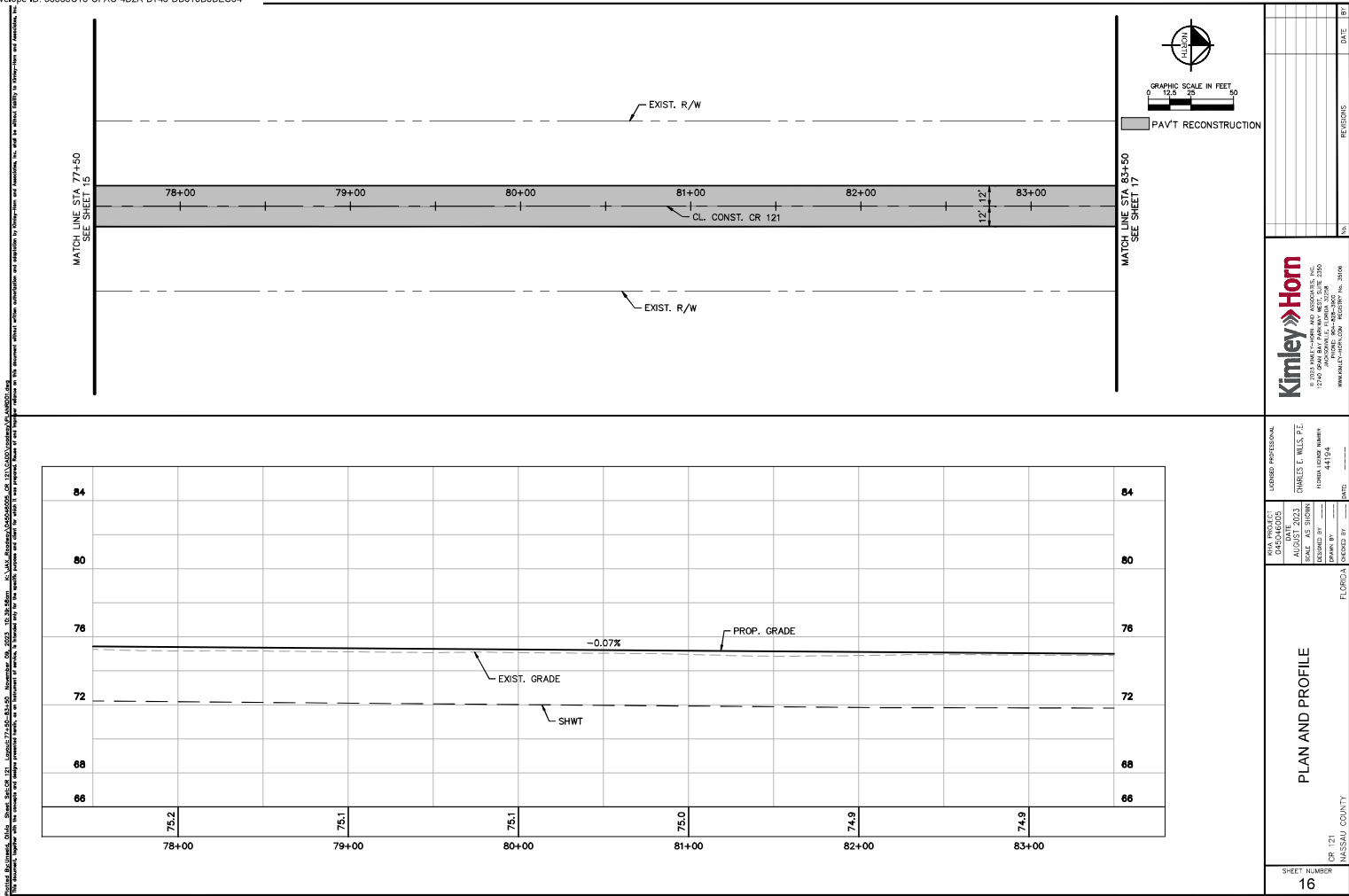
KIMLEY-HORN & ASSOCIATES, INC.	
12700 GRAPEVINE AVENUE, SUITE 2350 DALLAS, TEXAS 75240 WWW.KIMLEY-HORN.COM REGISTRATION NO. 35098	
PROJECT NO.	045046005
DATE	AUGUST 2023
SCALE	AS SHOWN
DESIGNED BY	CHARLES E. WILKS, P.E.
CHECKED BY	CHARLES E. WILKS, P.E.
IN CHARGE	CHARLES E. WILKS, P.E.
FLORIDA	REGISTERED PROFESSIONAL
SHEET NUMBER 11	

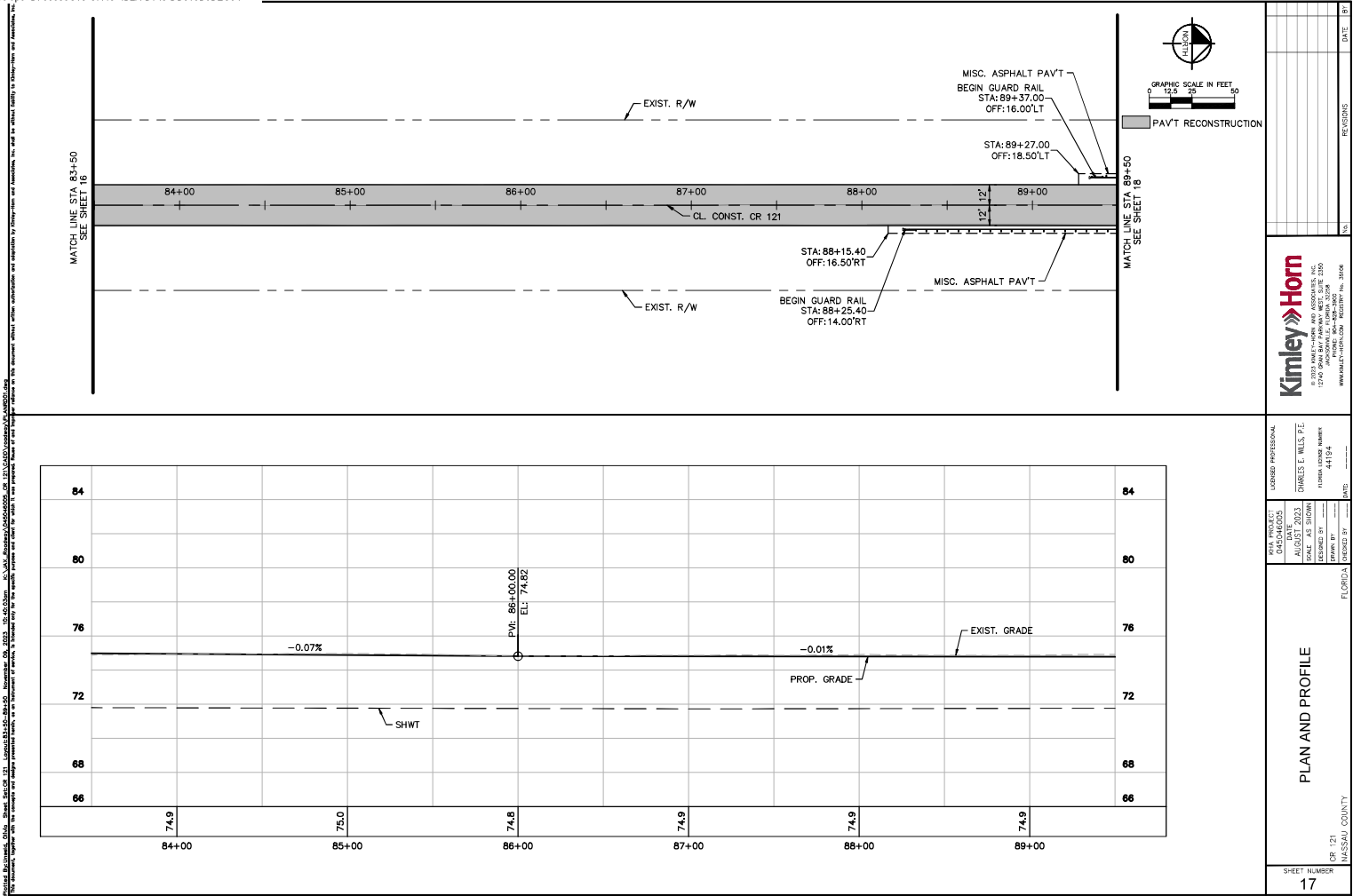


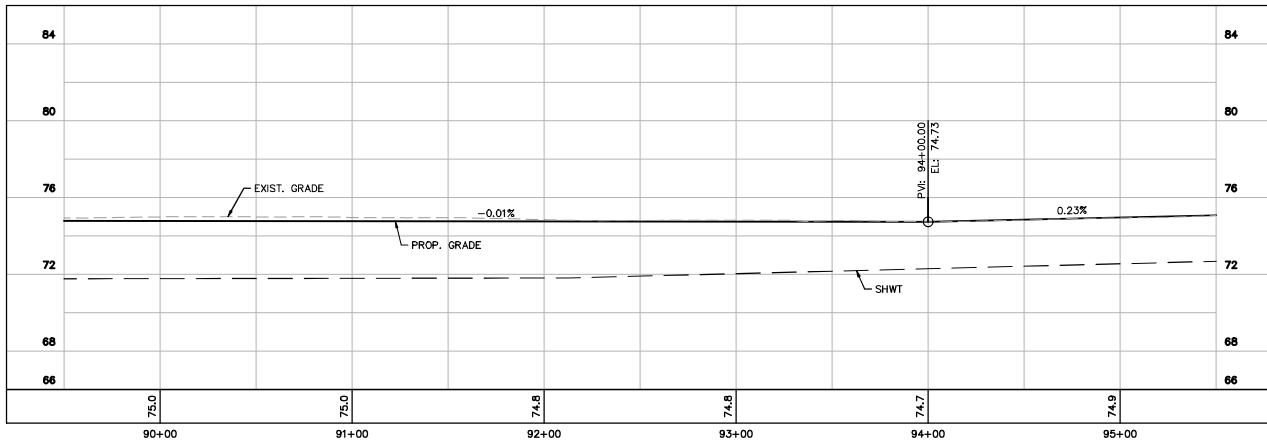
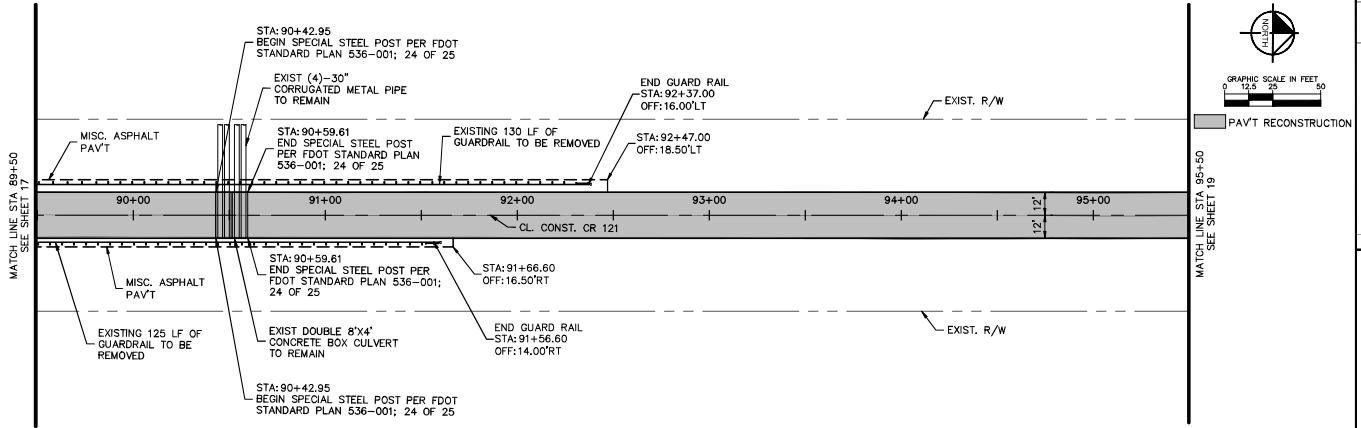




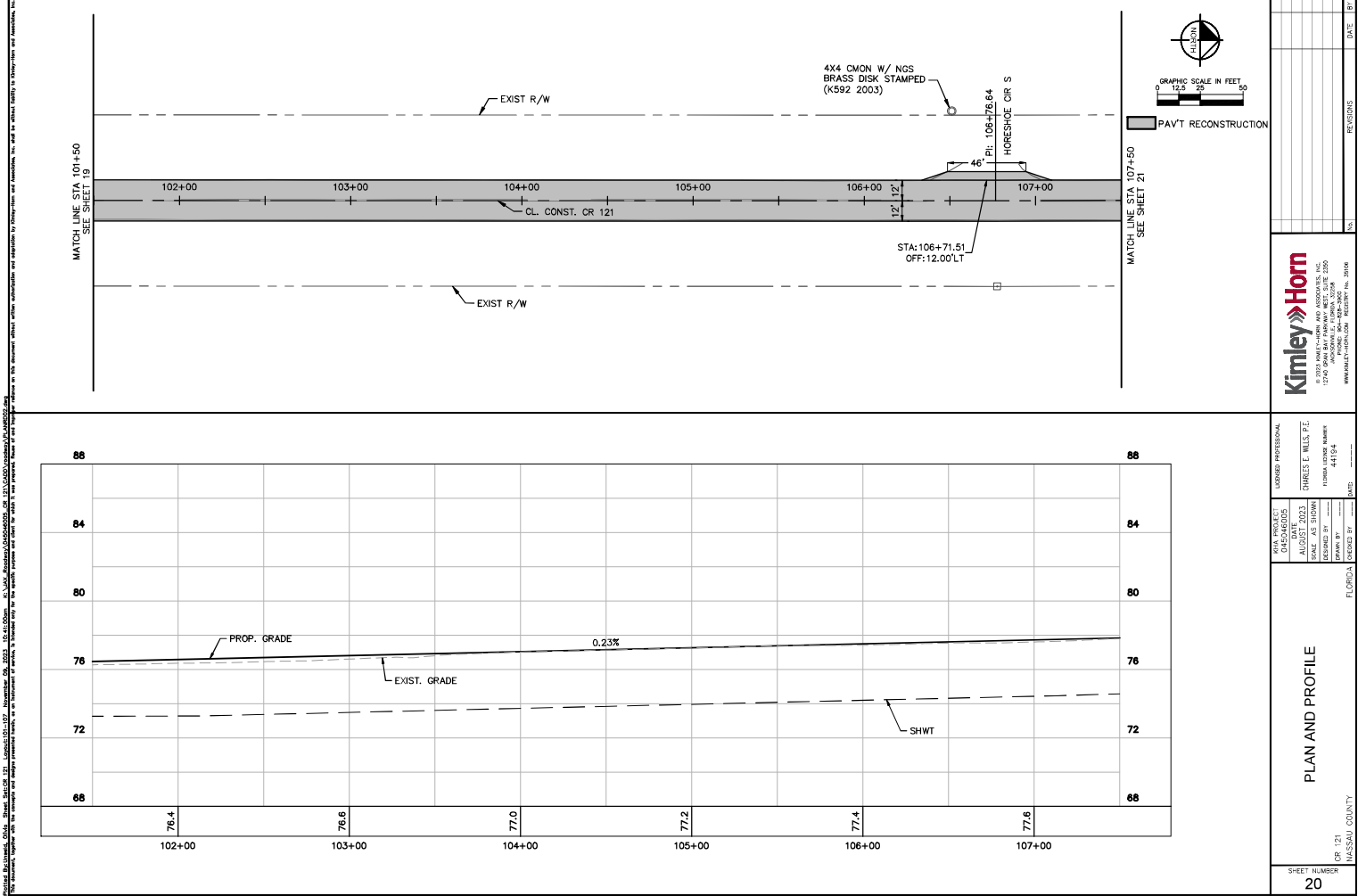




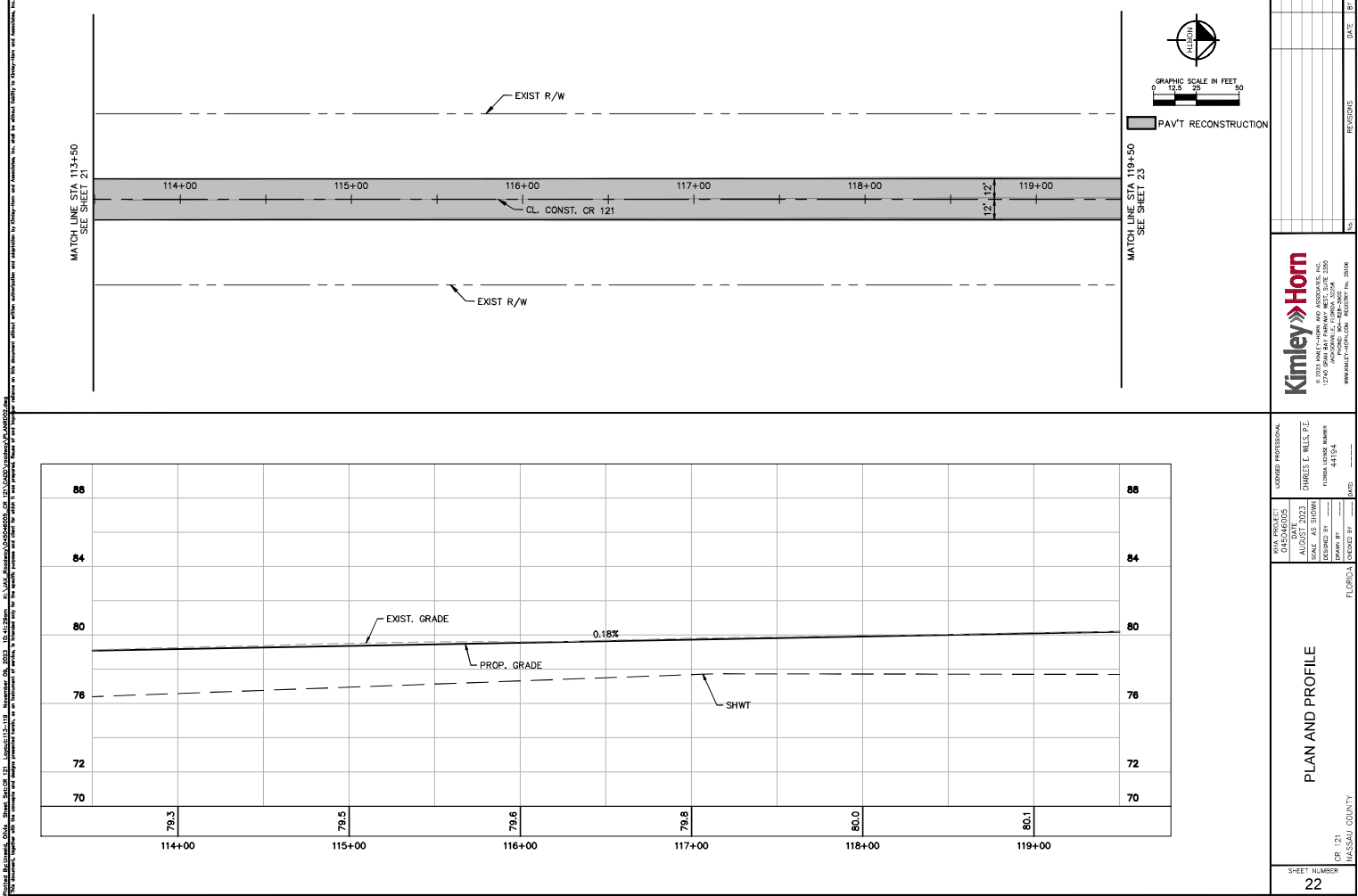


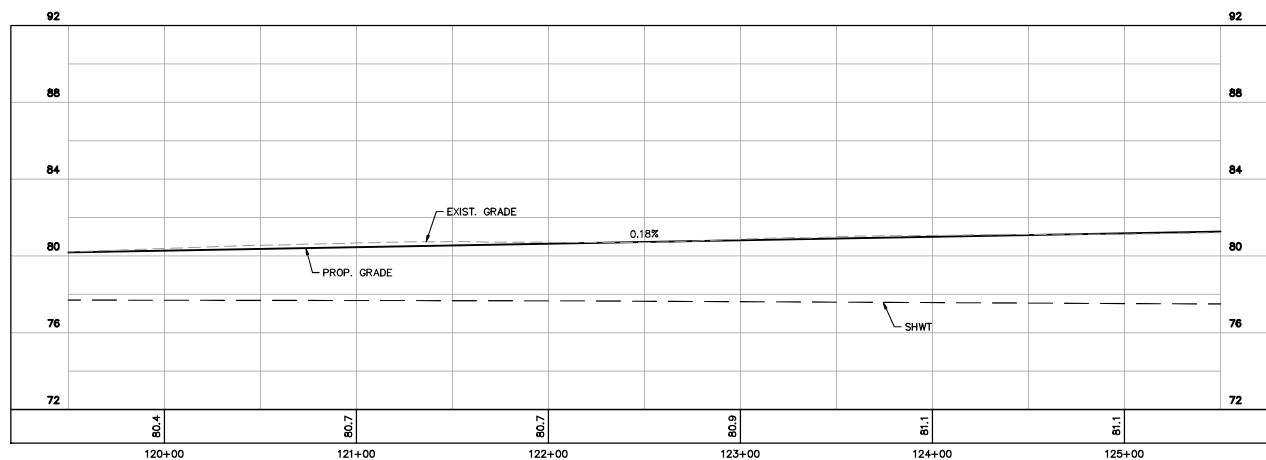
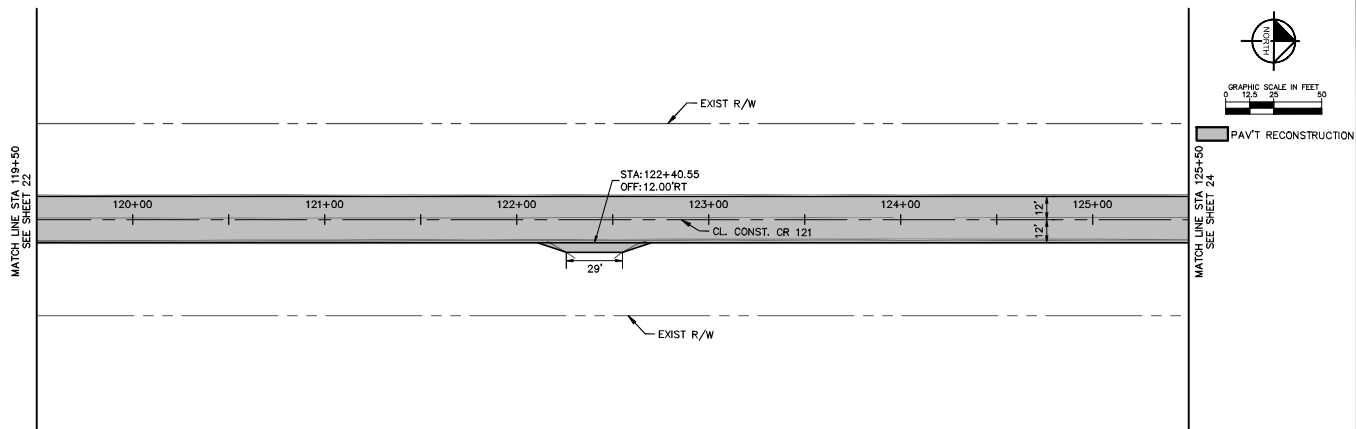


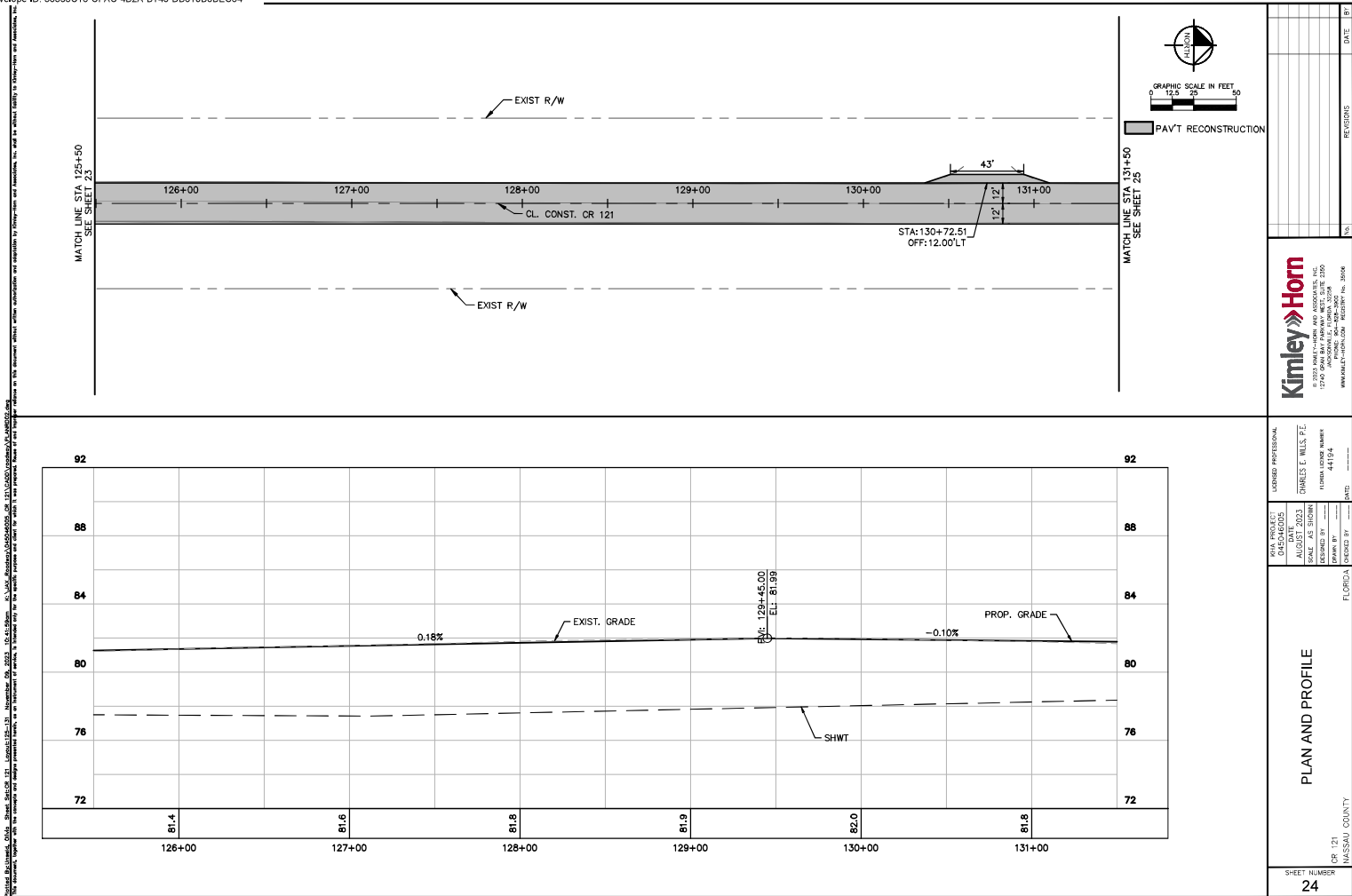


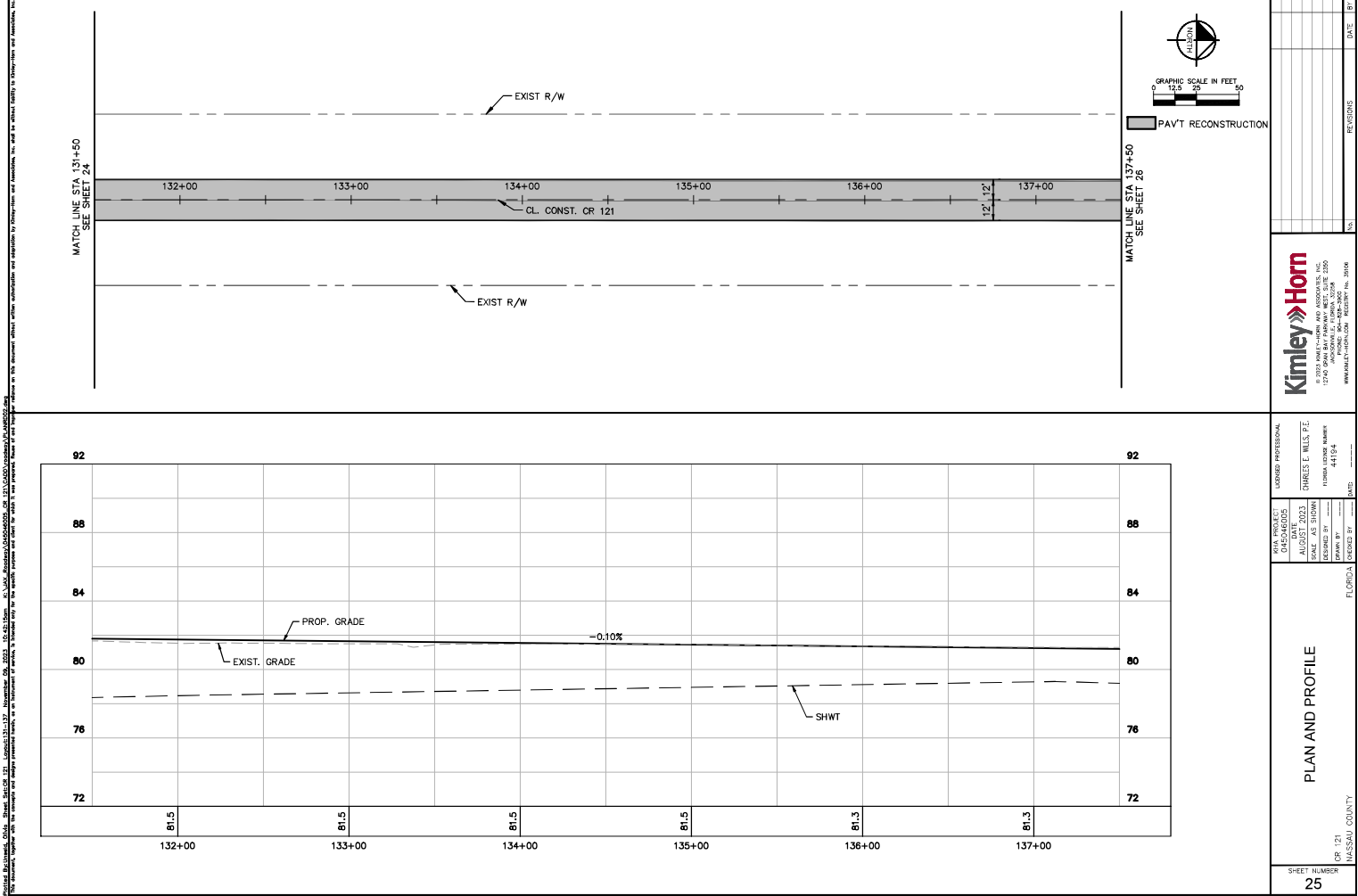


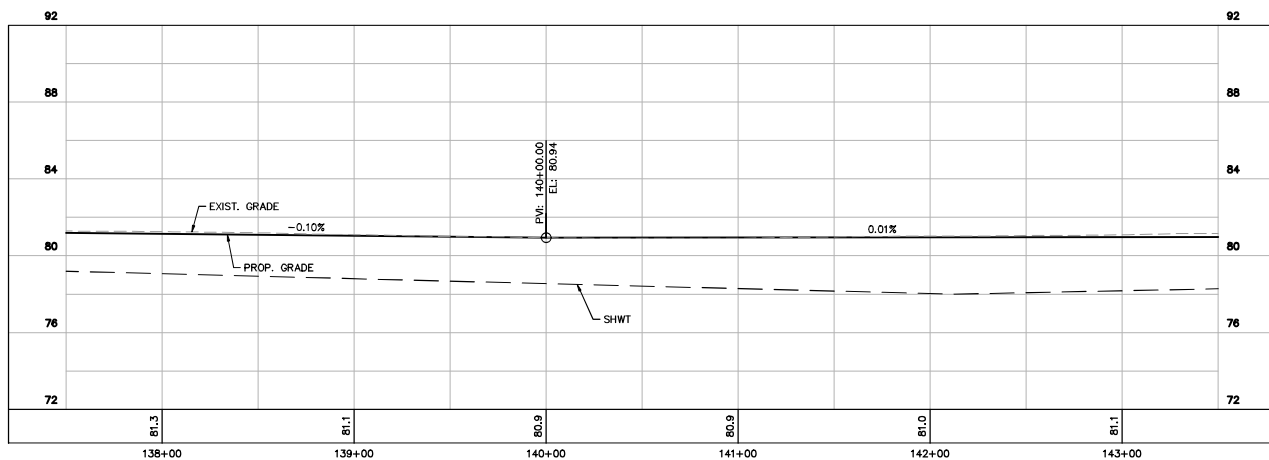
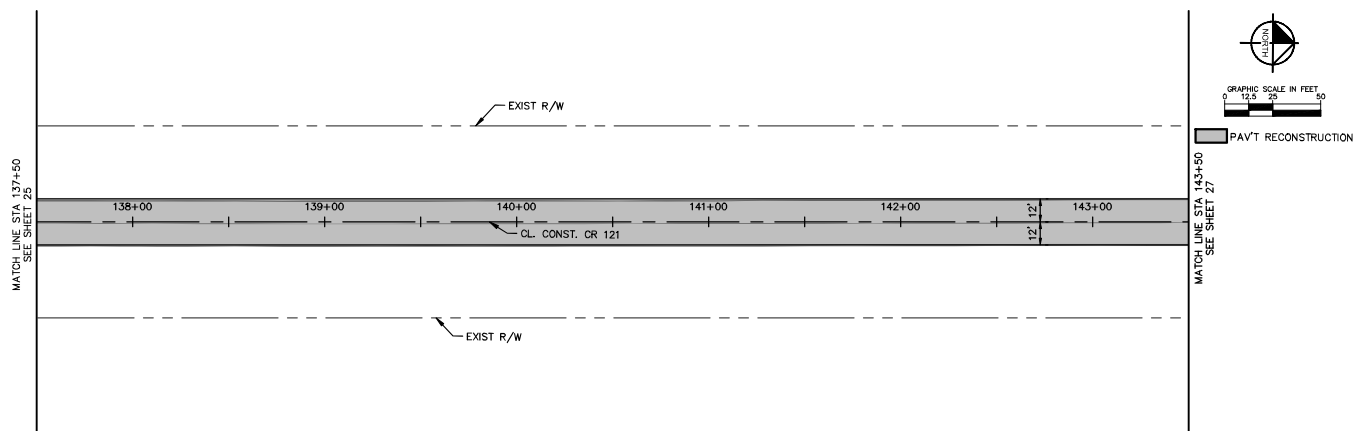


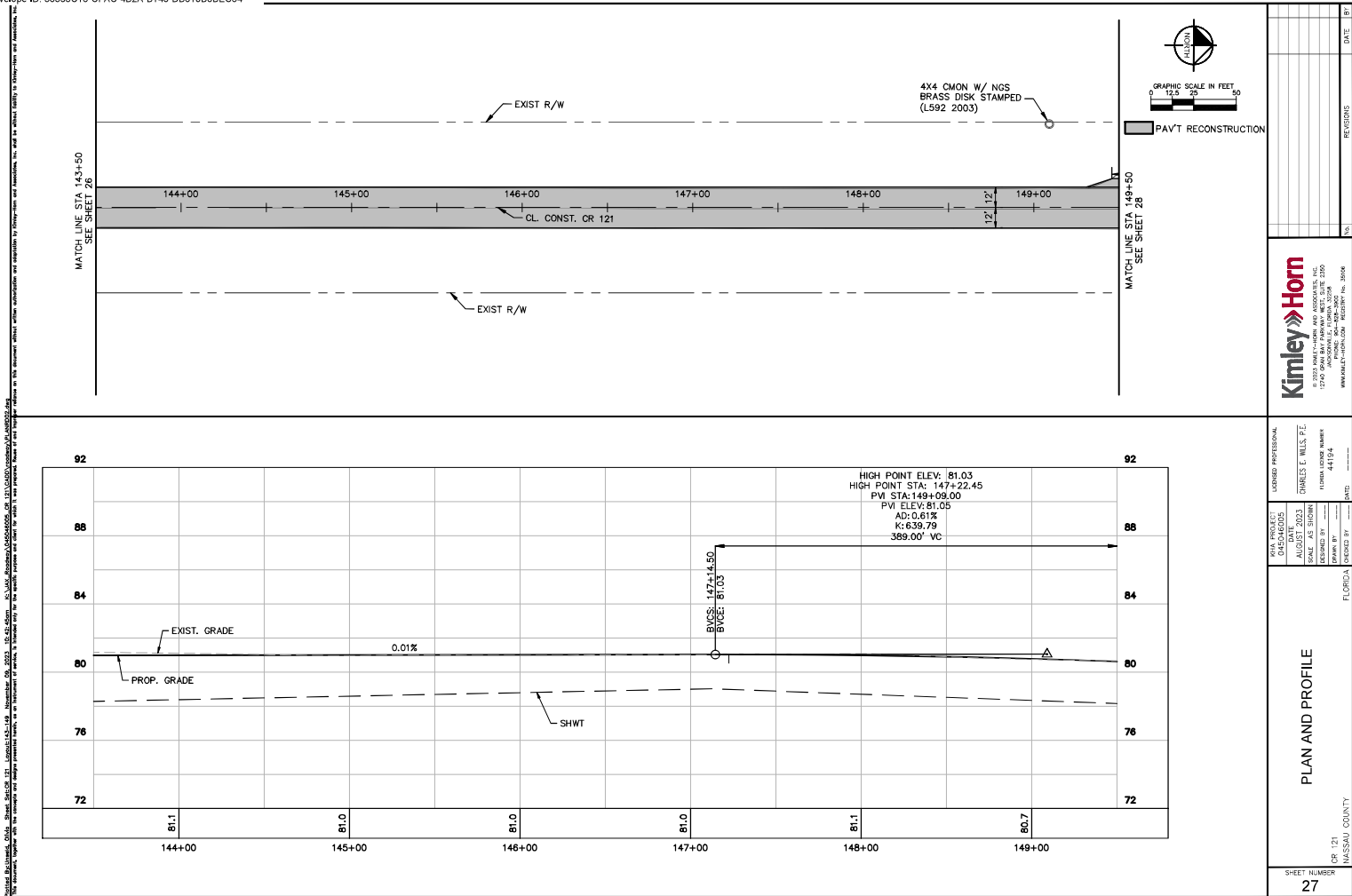


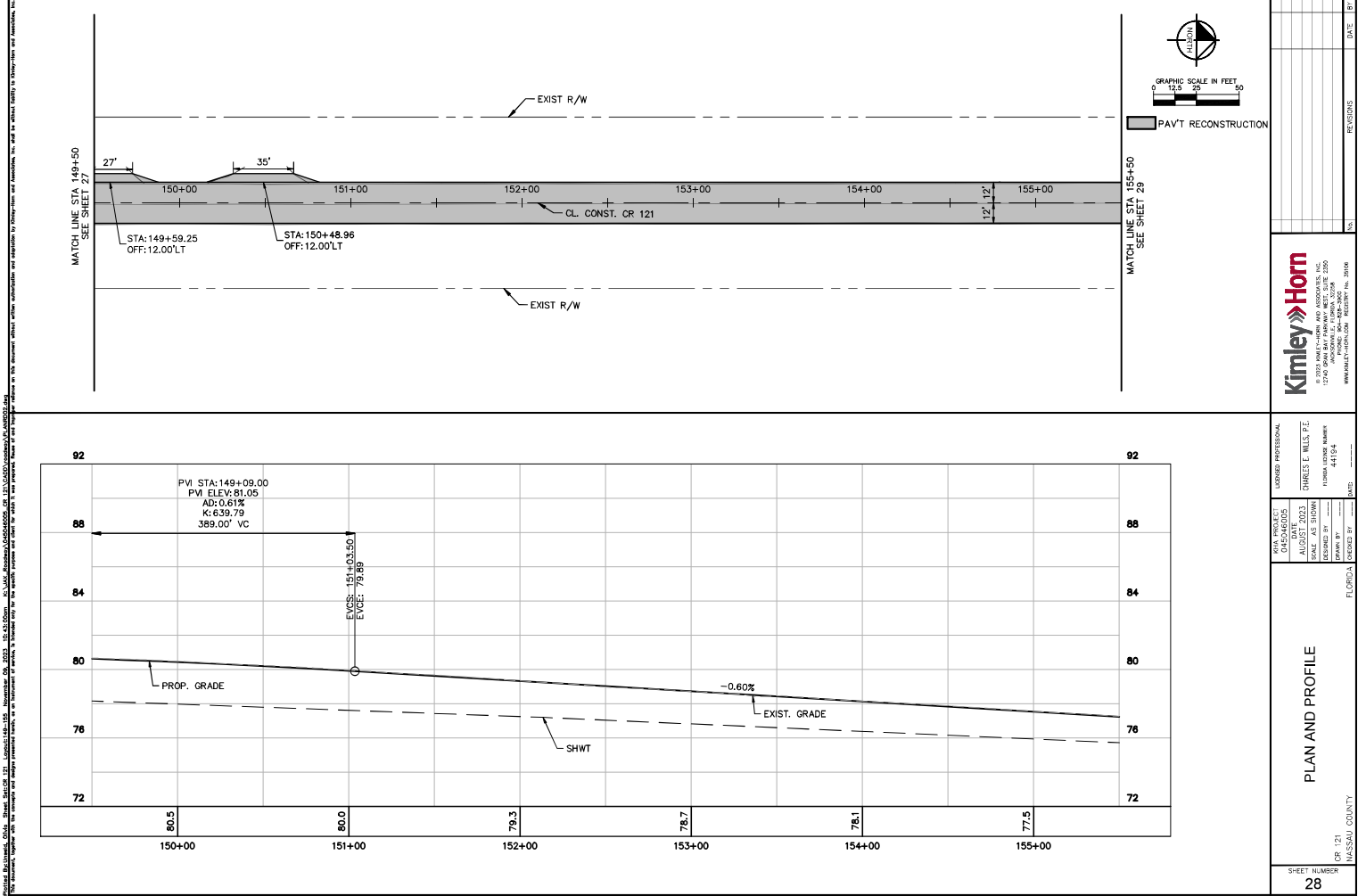


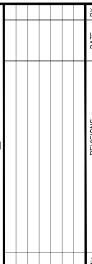


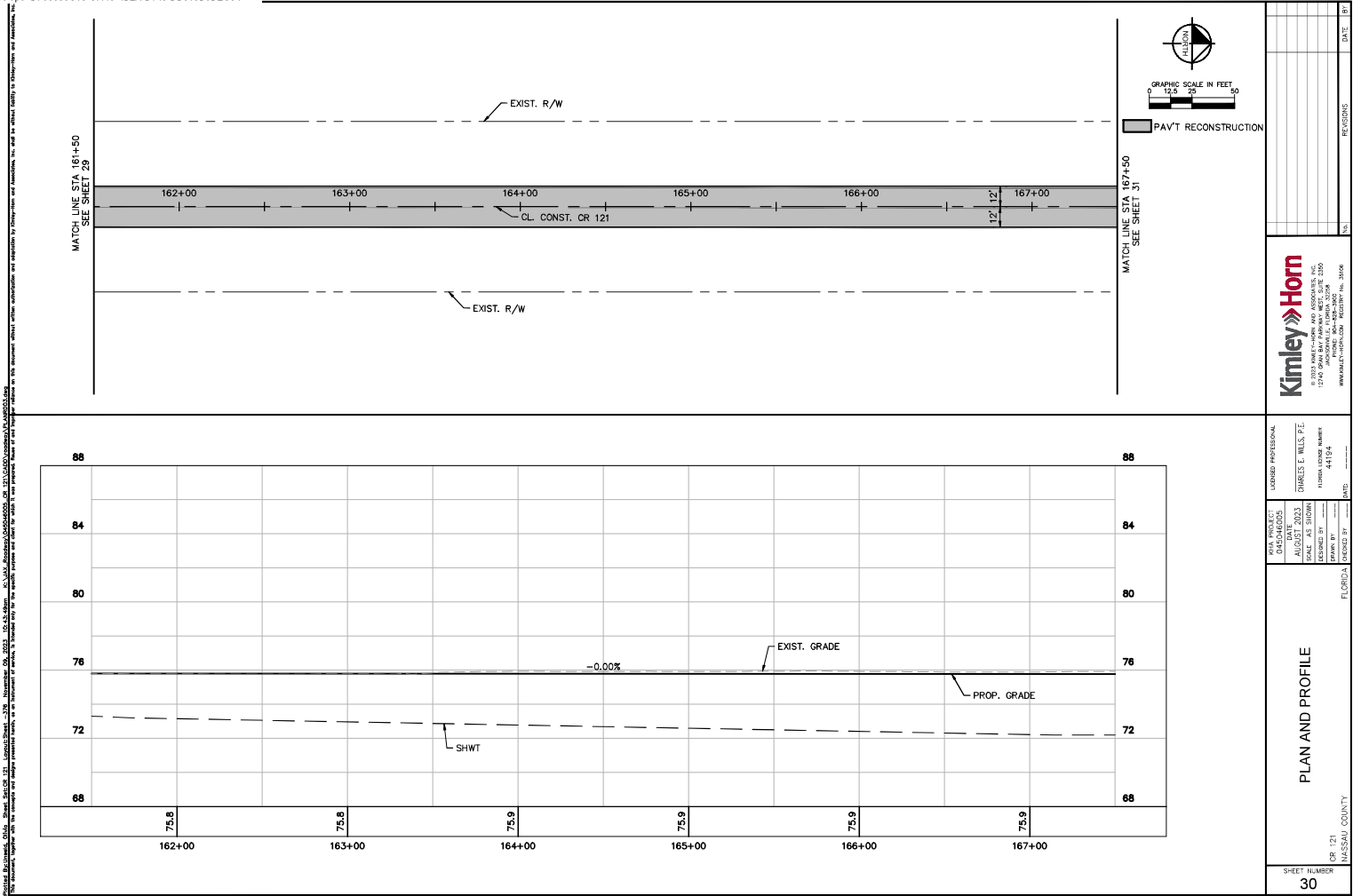


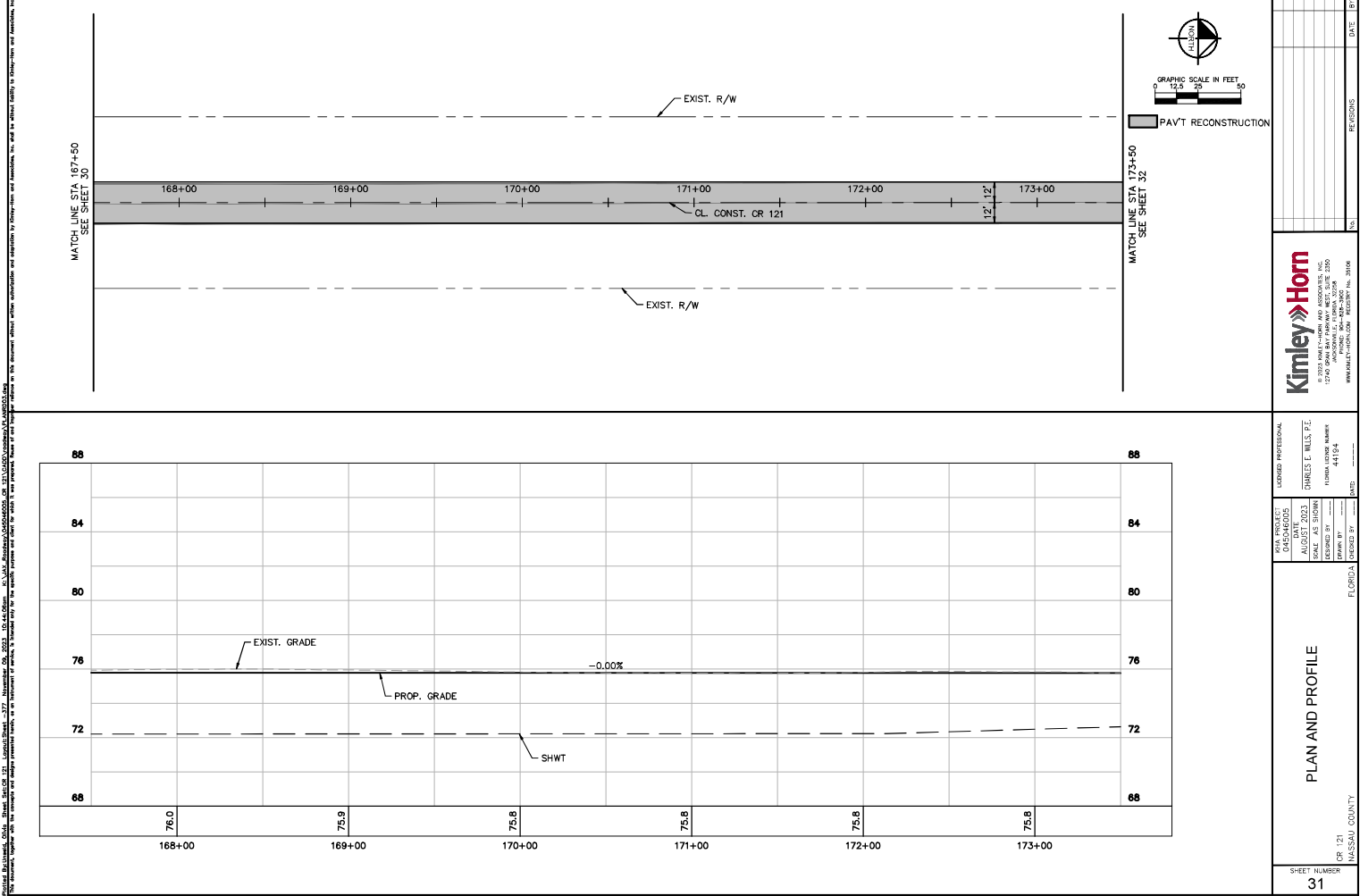




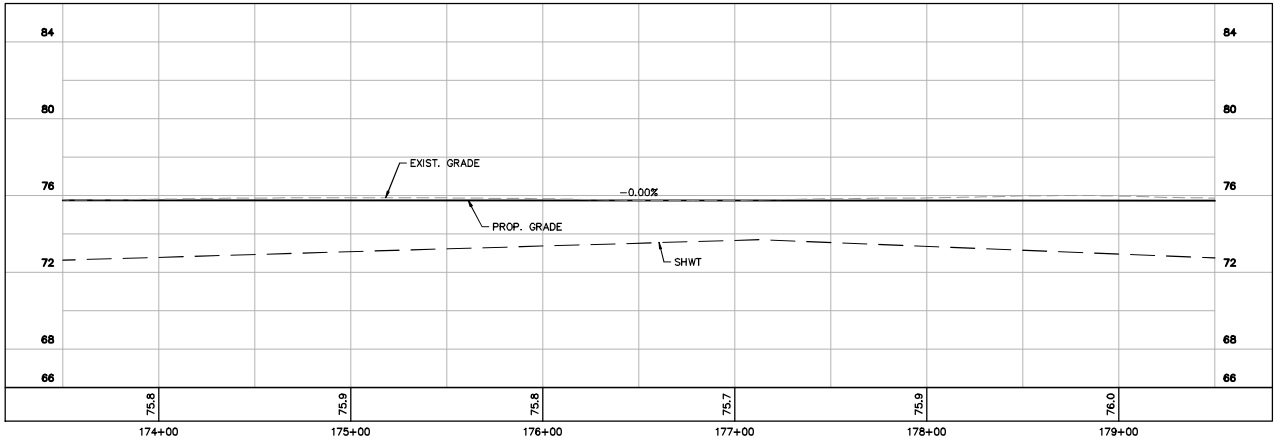
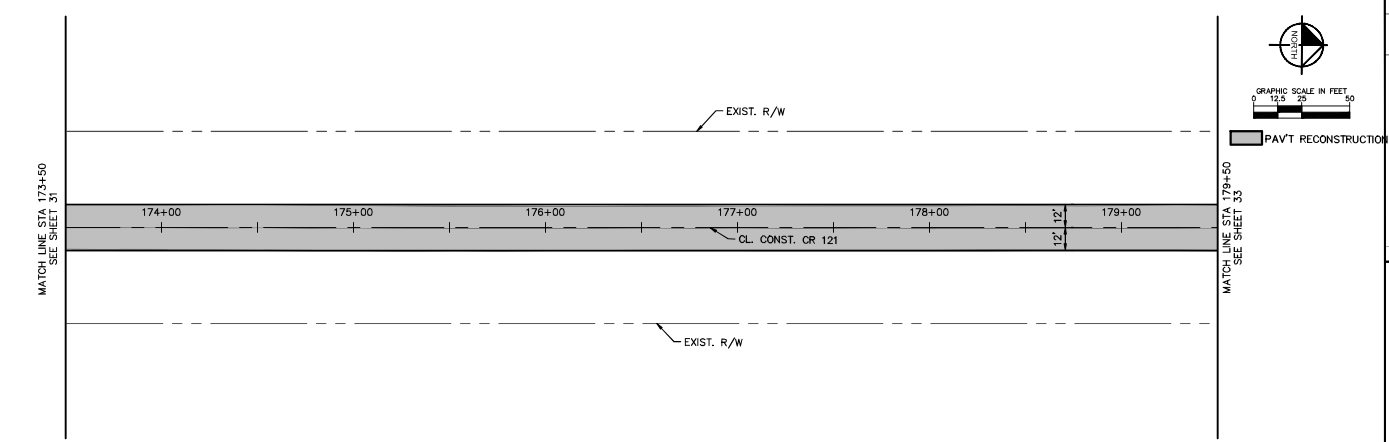




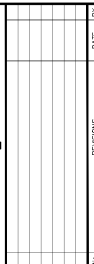


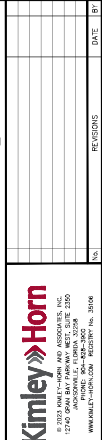


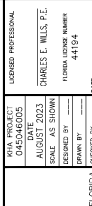
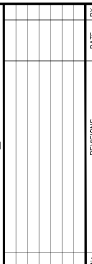
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This document, together with the contract and all other documents, is to be read in conjunction with the contract documents and specifications. It is to be used for the purpose of construction only and shall not be used for any other purpose.



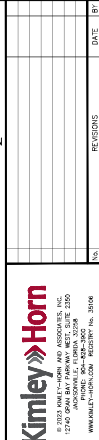
Kimley-Horn © 2023 KIMLEY-HORN AND ASSOCIATES, INC. 12750 GRAPEVINE AVENUE, SUITE 2350 FORT WORTH, TEXAS 76137 WWW.KIMLEY-HORN.COM REGISTRATION NO. 35098	NOVA PROJECT 045046005	DESIGNED PROFESSIONAL CHARLES E. WILS, P.E.
	DATE AUGUST 2023	SCALE AS SHOWN
	DESIGNED BY JLM	DRAWN BY JLM
	CHECKED BY JLM	DATE AUGUST 2023
SHEET NUMBER 32		FLORIDA CR 121 DUSSEIN COUNTY

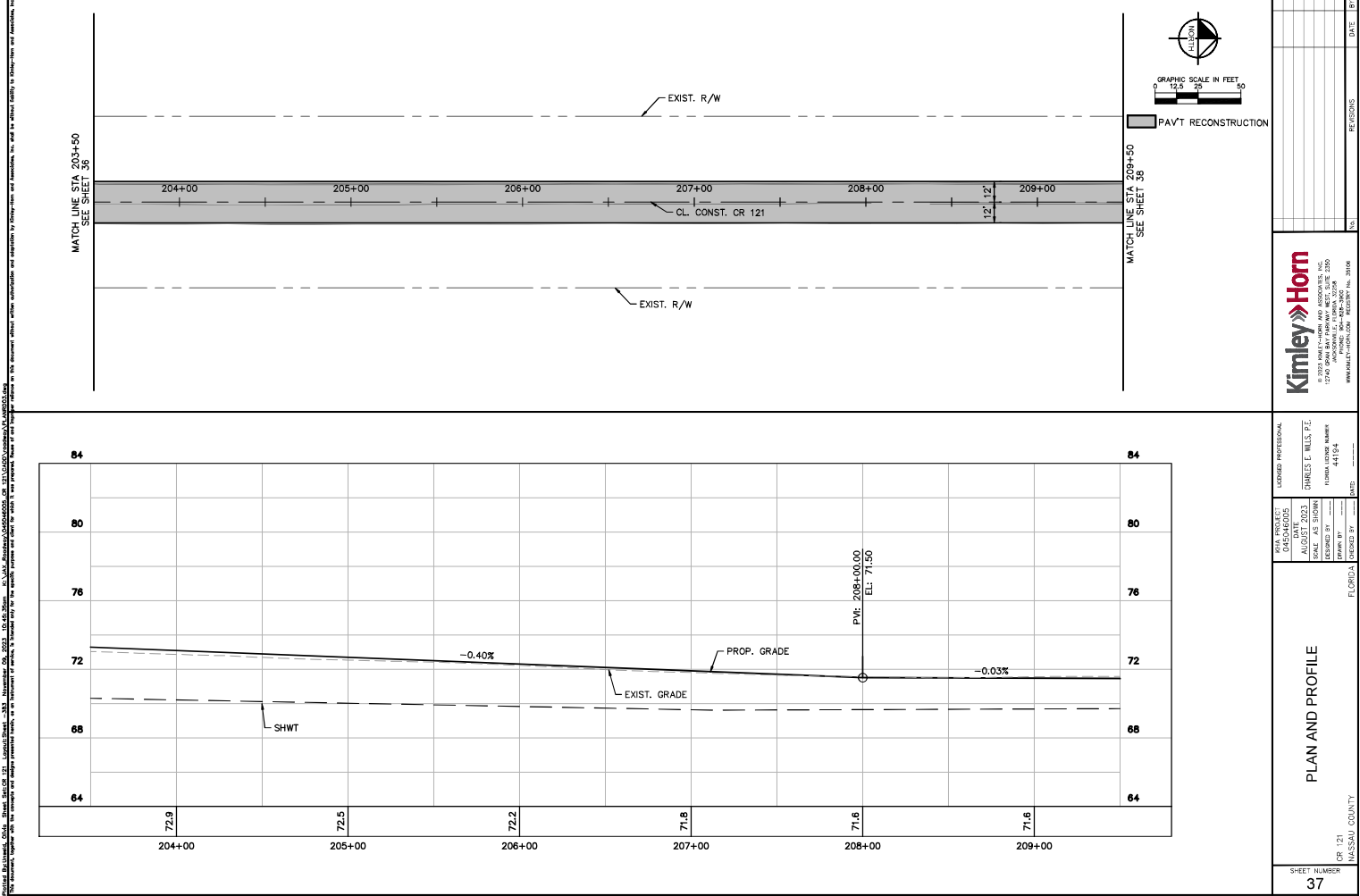


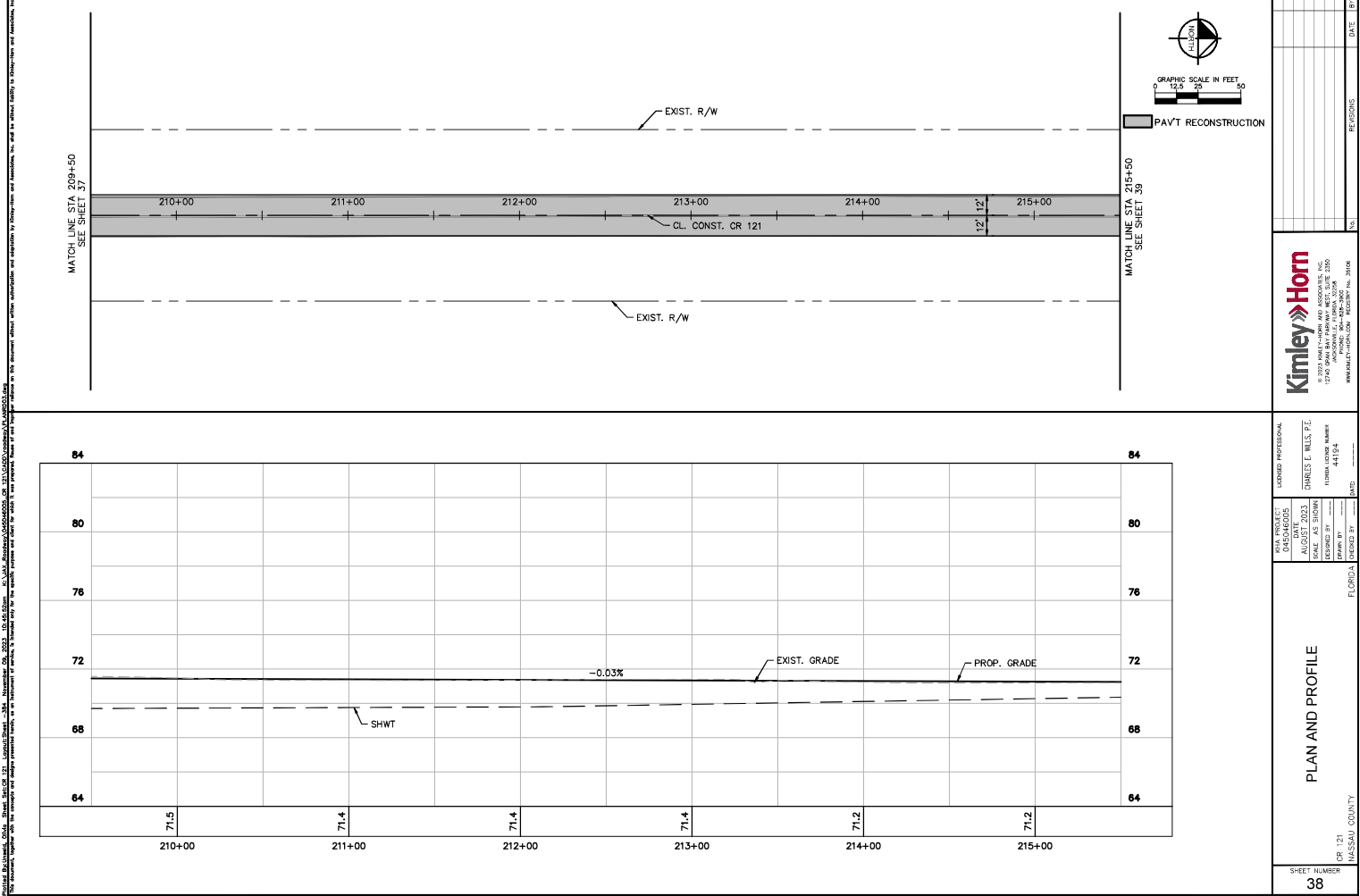


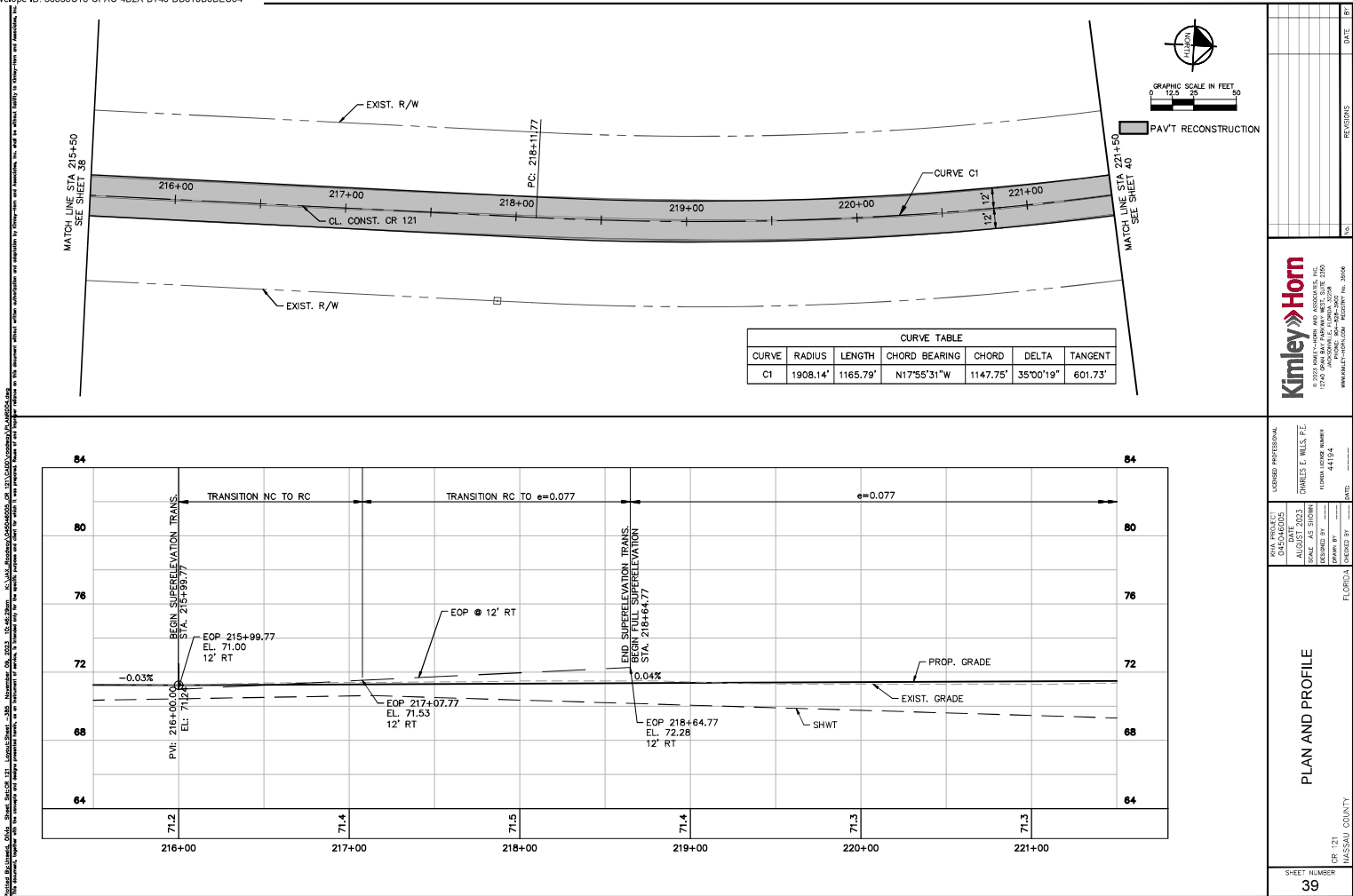


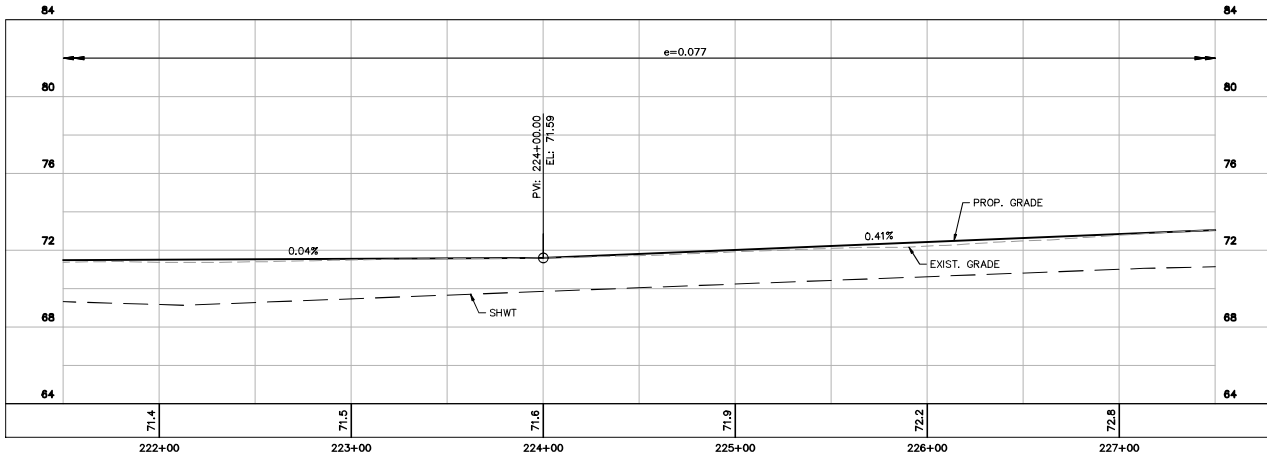
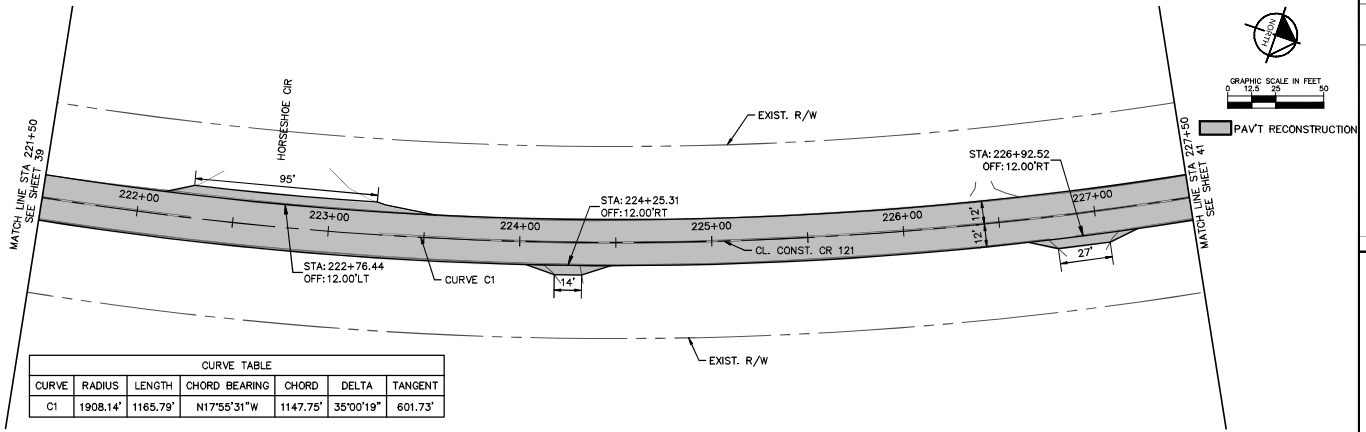
MASSACHUSETTS COUNTY
OR 121
SHEET NUMBER
35

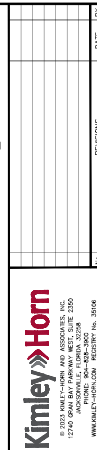


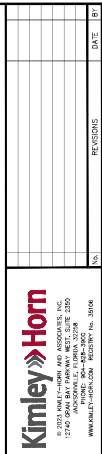


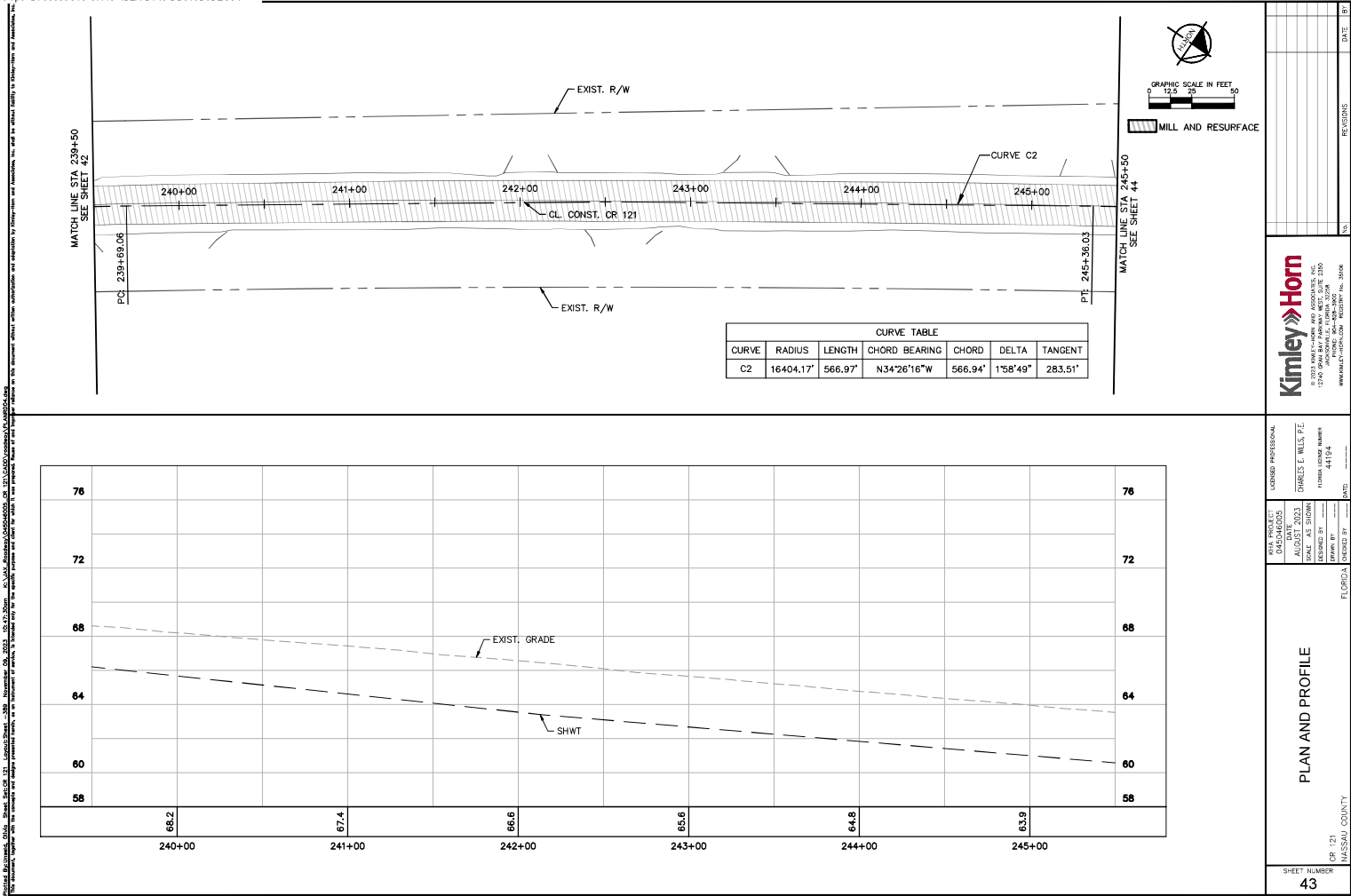


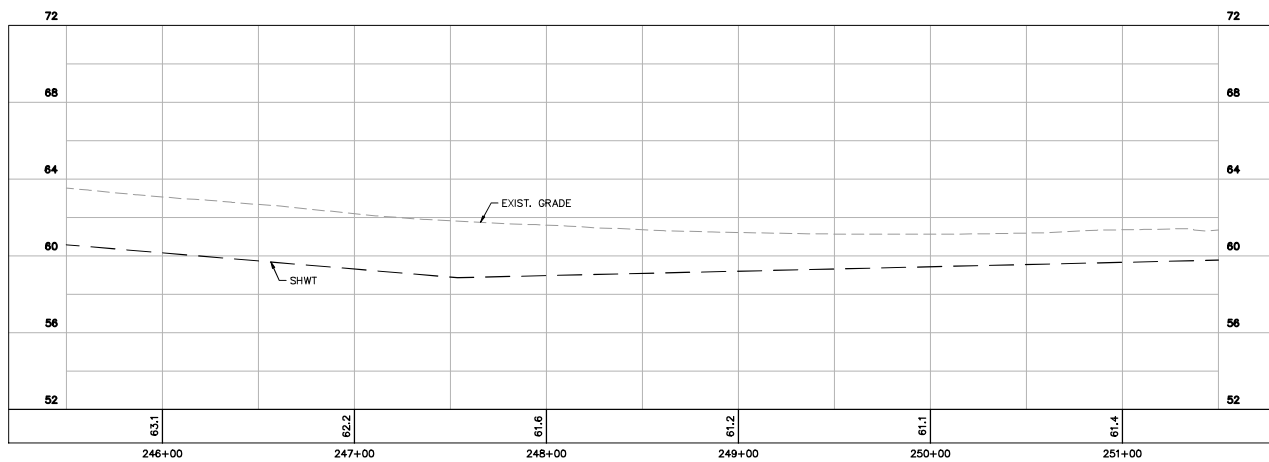
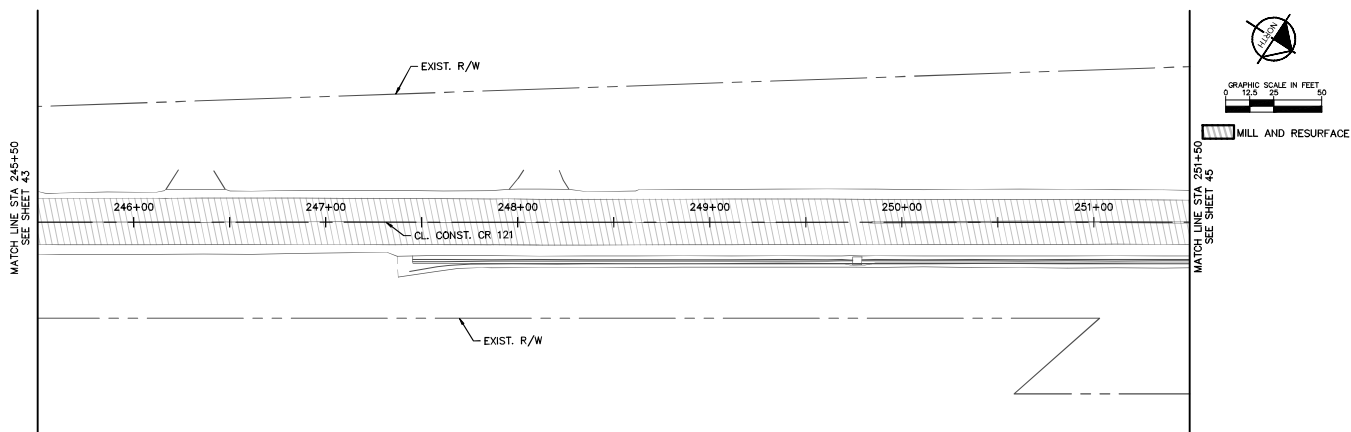


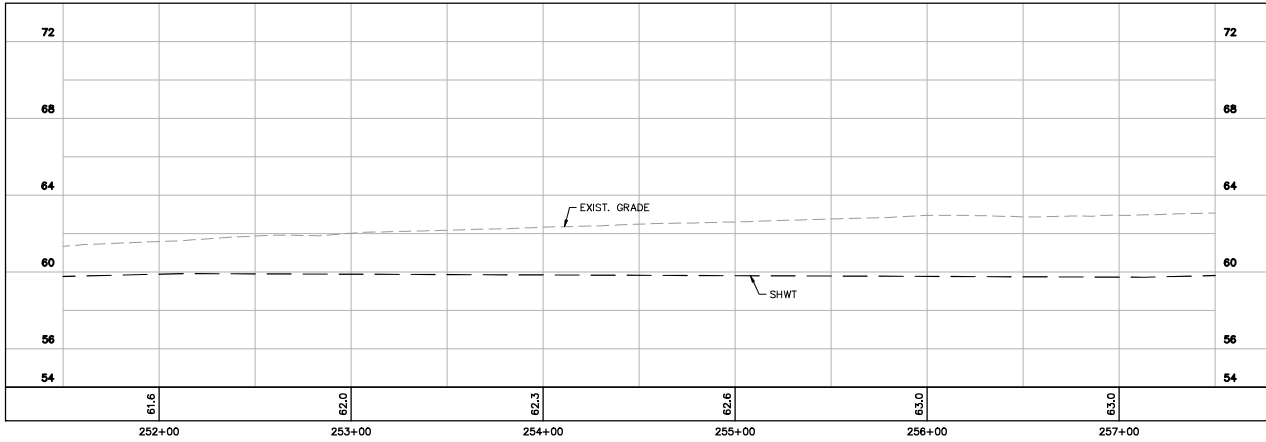
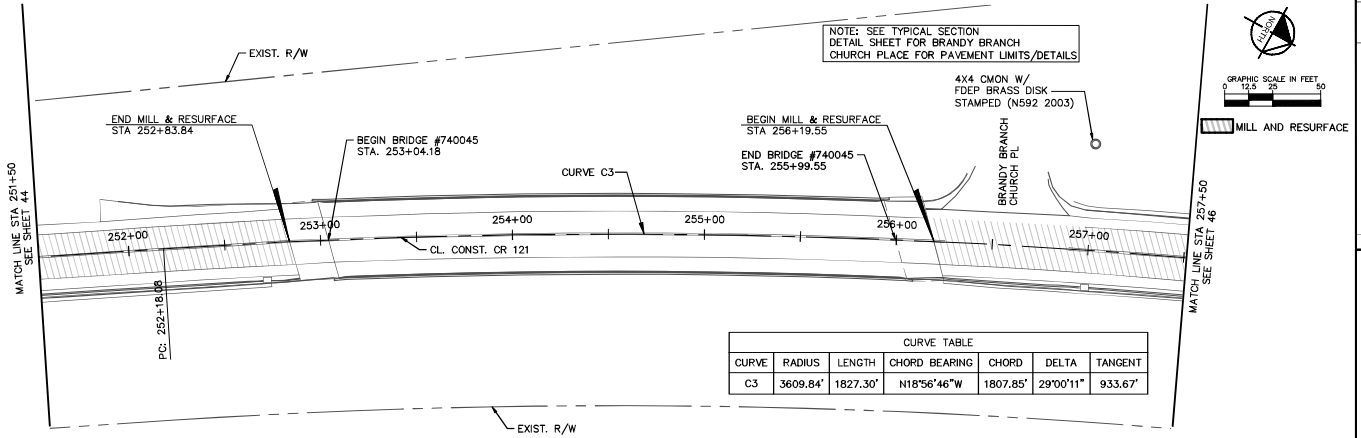


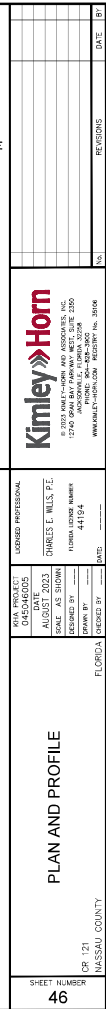
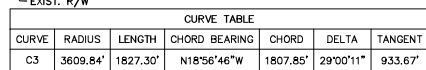


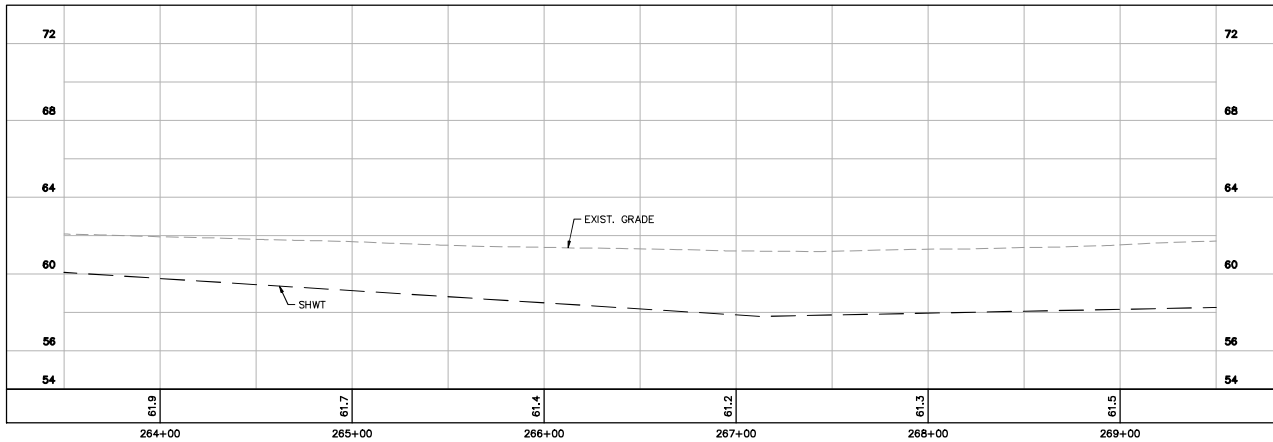
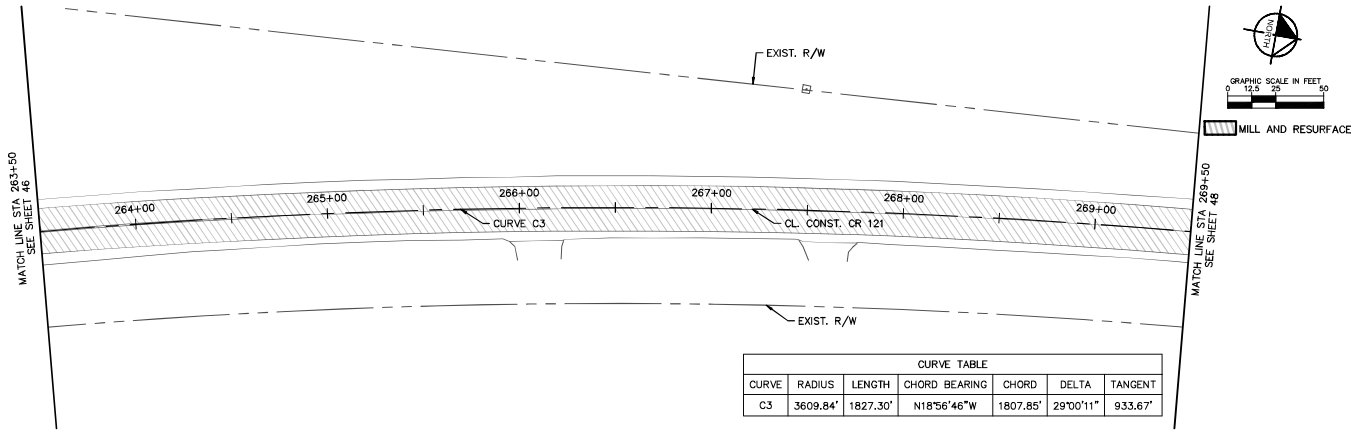




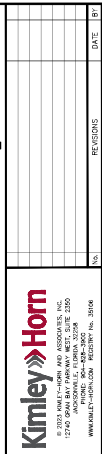


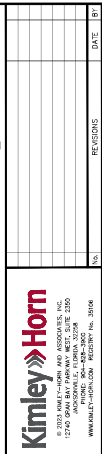


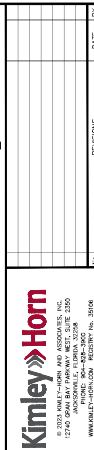


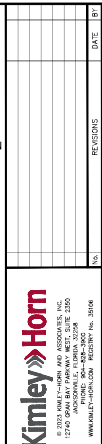


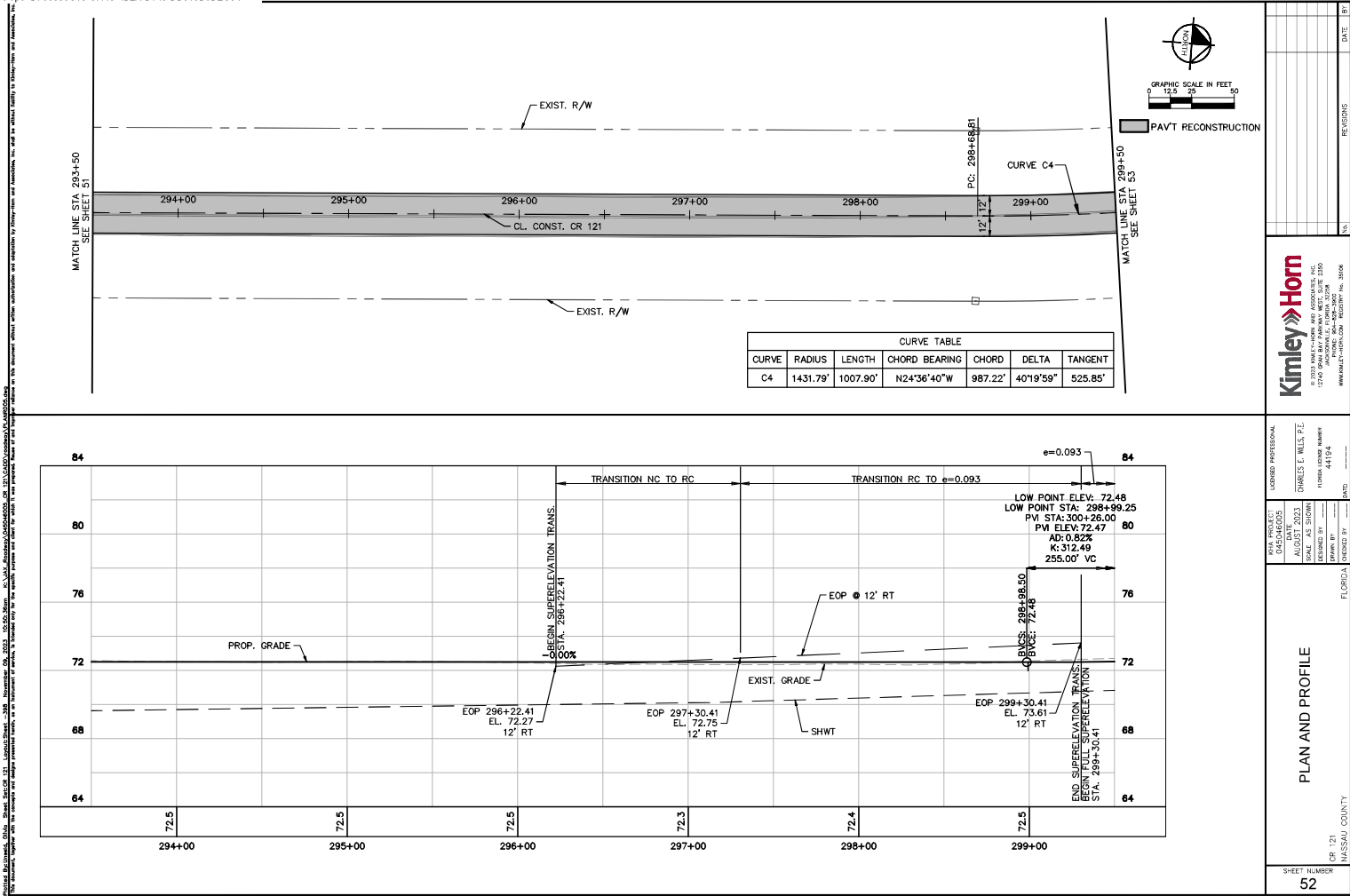
Kimley-Horn © 2023 KIMLEY-HORN AND ASSOCIATES, INC. 17700 GRAPEVINE AVENUE, SUITE 2350 FARMERSVILLE, TEXAS 77936 WWW.KIMLEY-HORN.COM REGISTRATION NO. 35048	NOVA PROJECT 045046005	DESIGNED BY AUGUST 2023	SCALE AS SHOWN	DATE AUGUST 2023	PROJECT NO. 47184	DATE AUGUST 2023
	SHEET NUMBER 47					
	FLORIDA					
	COUNTY DUSSEIN COUNTY					

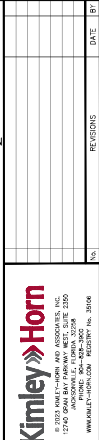


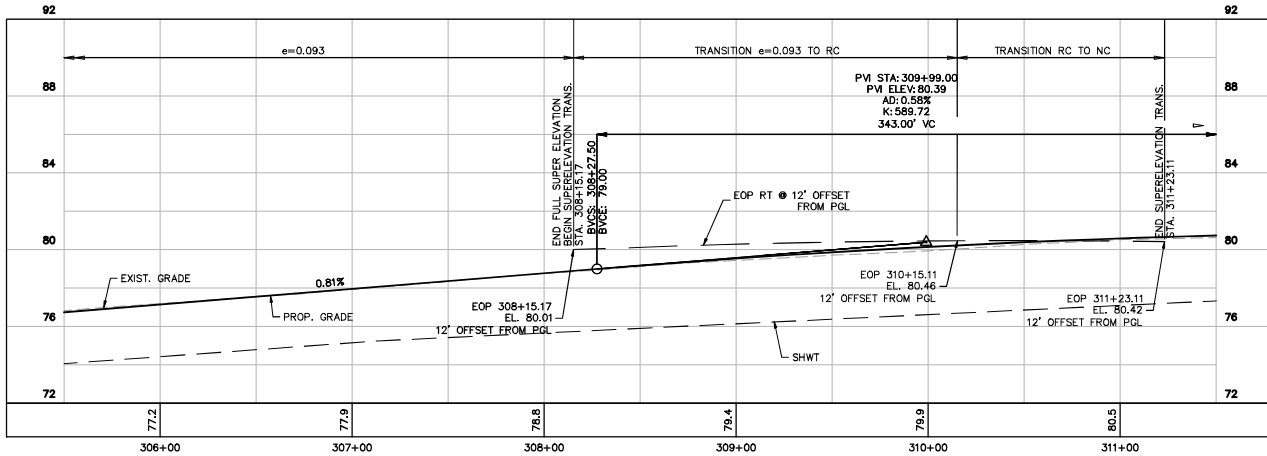
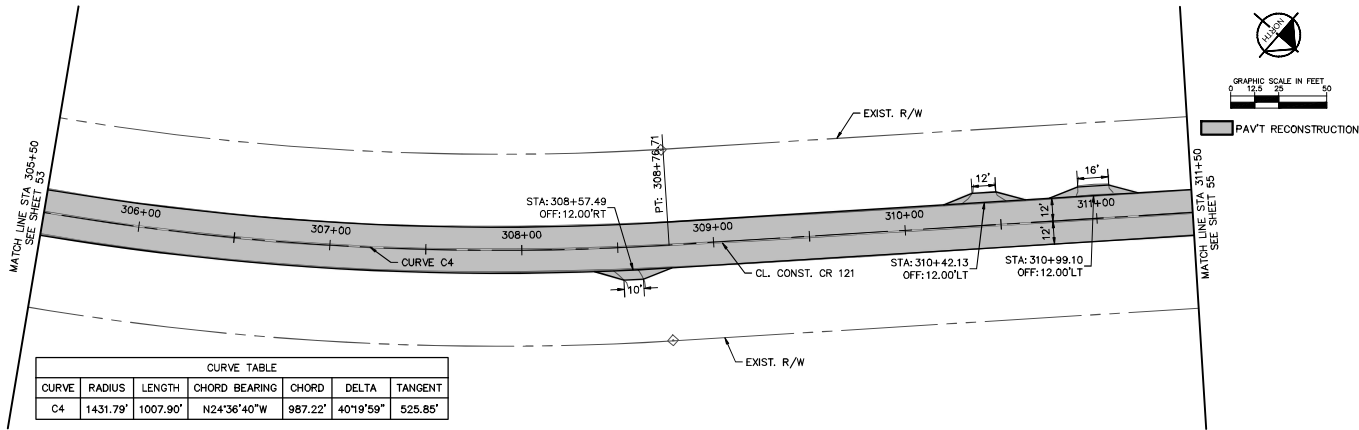




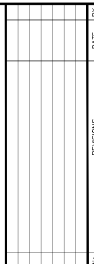




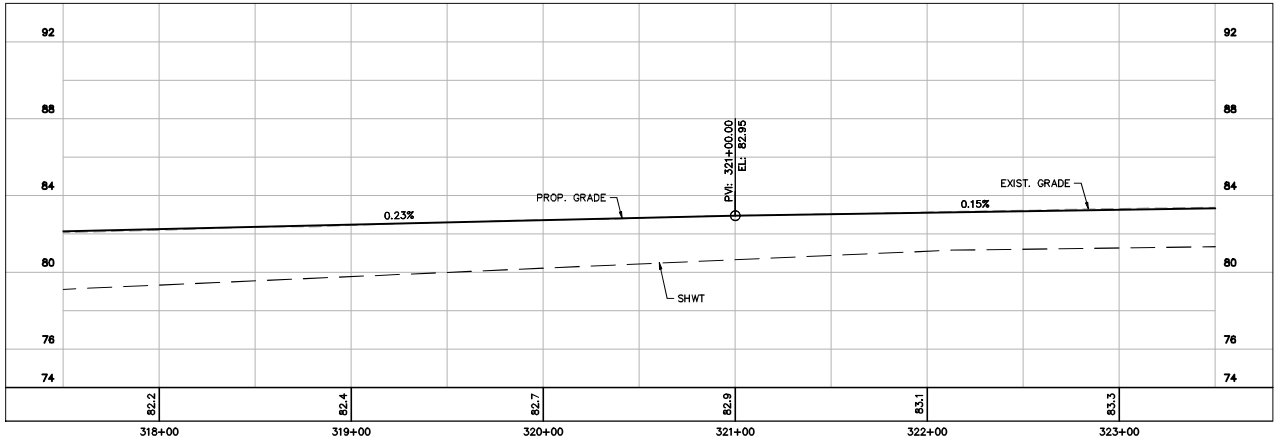
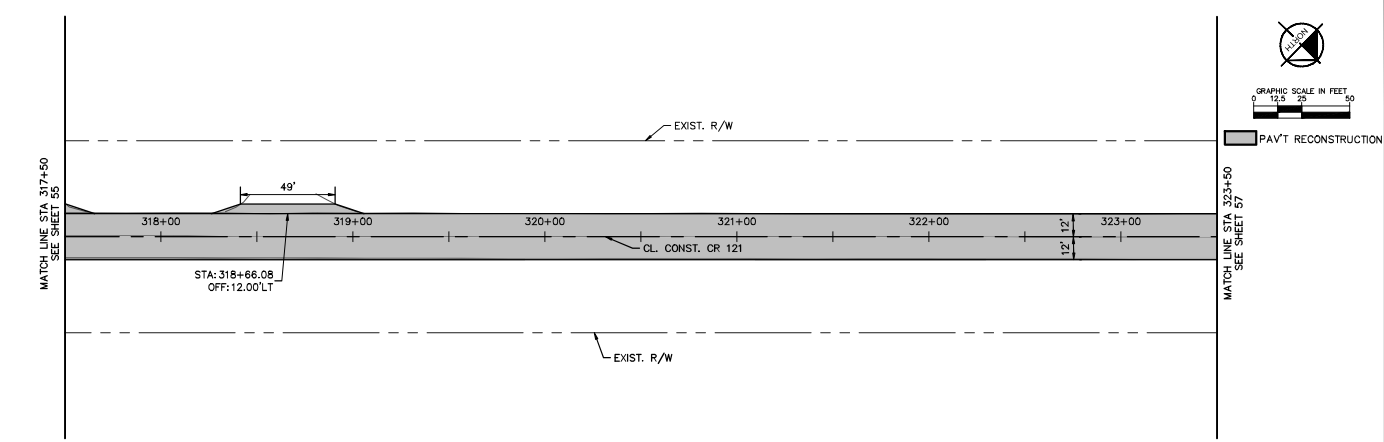




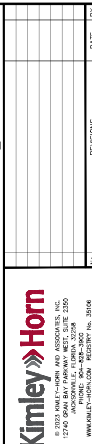
KIMLEY-HORN & ASSOCIATES, INC.	
PROJECT	DATE
045046005	AUGUST 2023
CHARLES E. WILKS, P.E.	SCALE: AS SHOWN
DESIGNED BY	11/08/2023
DRAWN BY	11/08/2023
CHECKED BY	11/08/2023
APPROVED BY	11/08/2023
FLORIDA	
SHEET NUMBER 54	

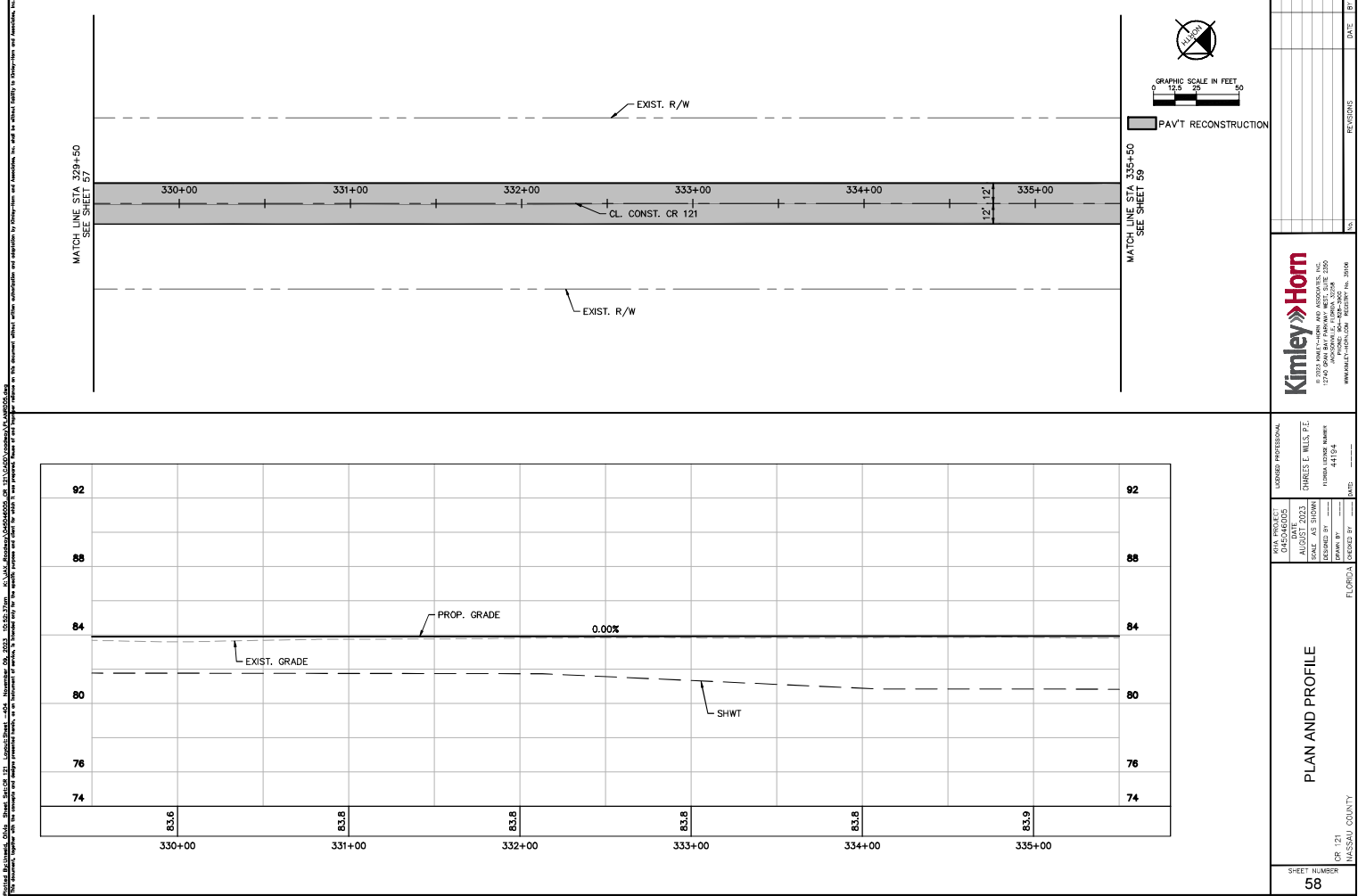


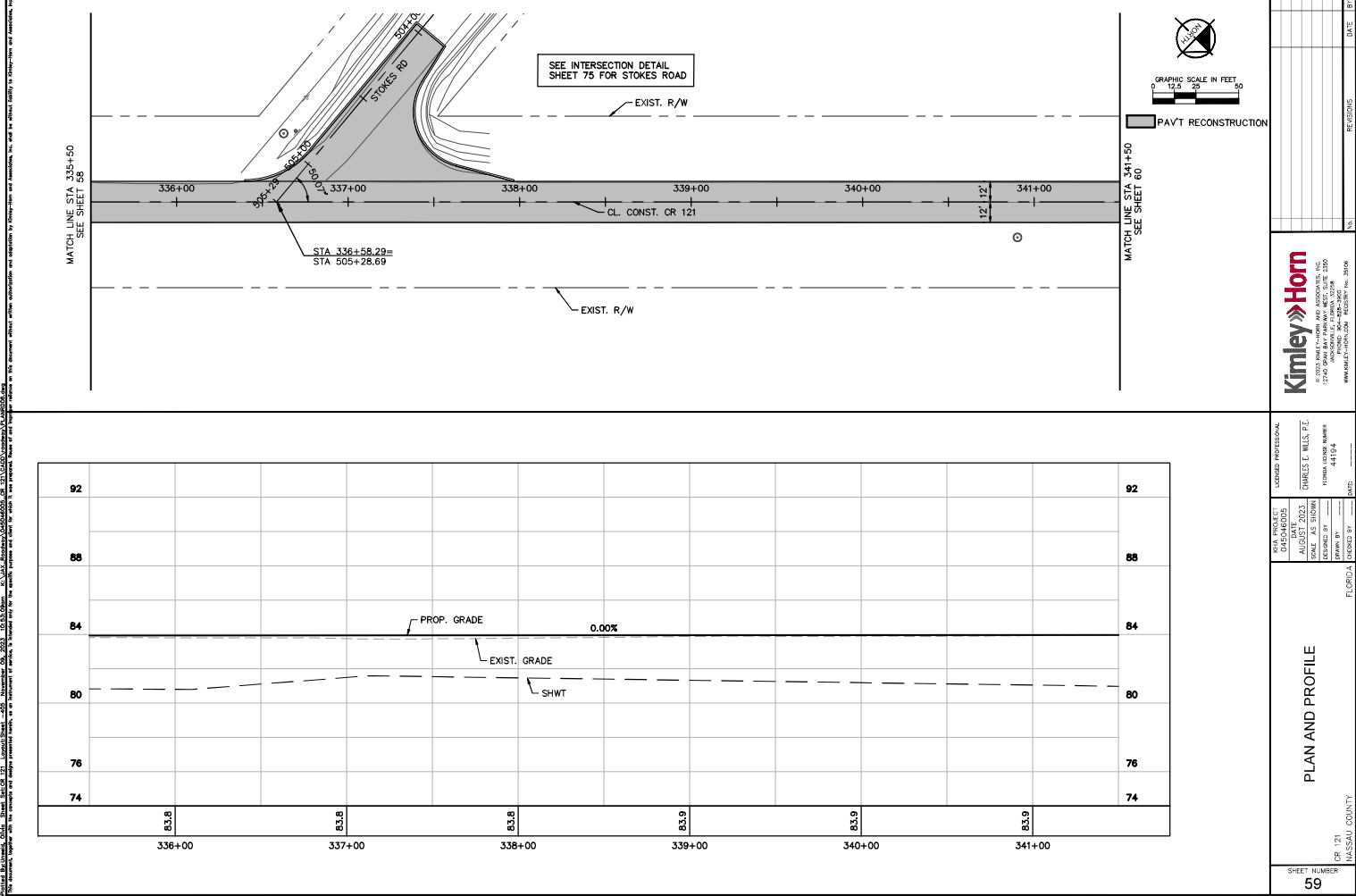
Florida Department of Transportation, Office of Design Services, 605 North West 17th Avenue, Suite 1000, Fort Lauderdale, FL 33311-4000. All work is subject to the terms and conditions of the contract. The user of this document assumes all liability for any errors or omissions. The user of this document assumes all liability for any errors or omissions. The user of this document assumes all liability for any errors or omissions.

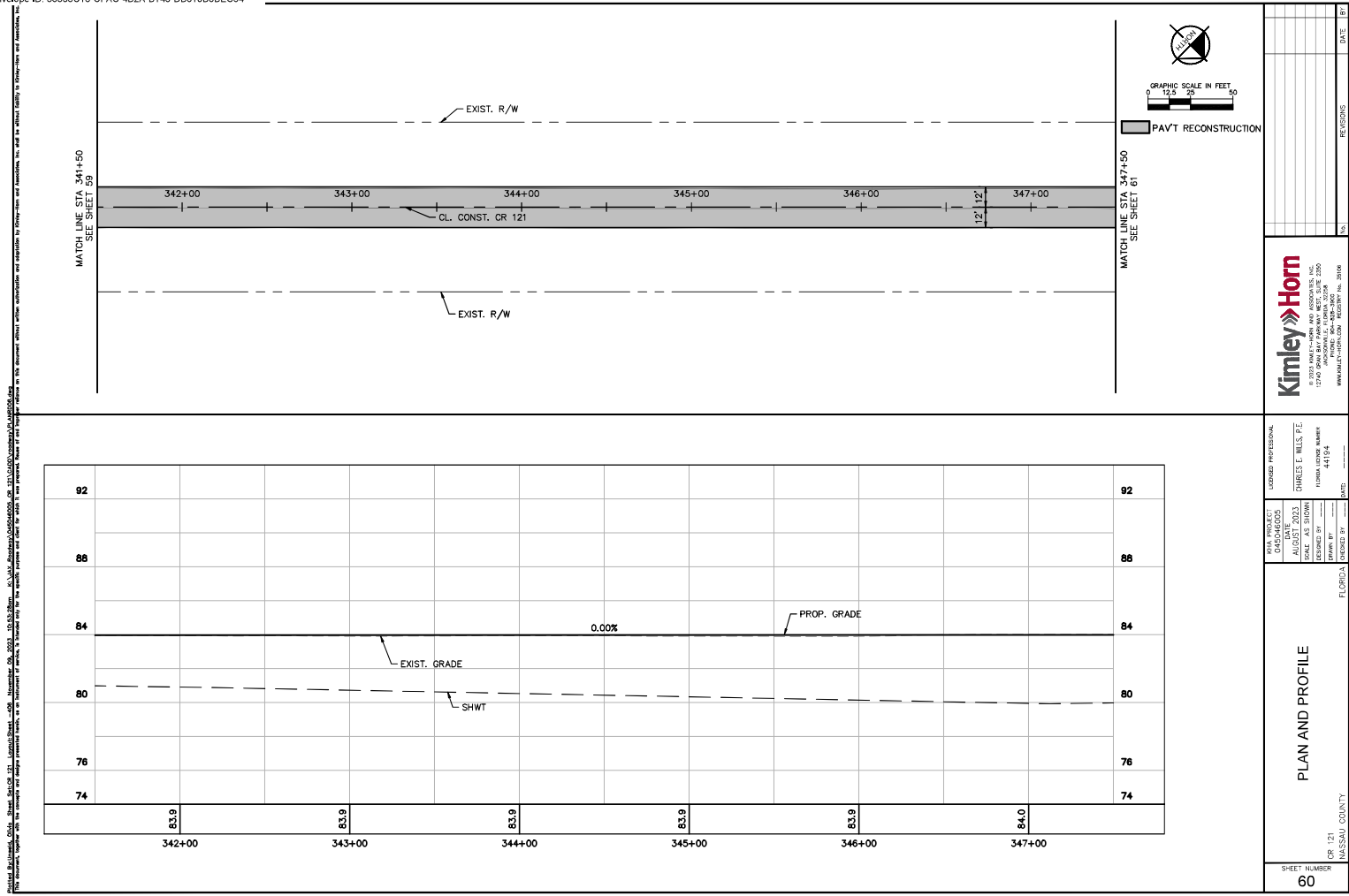


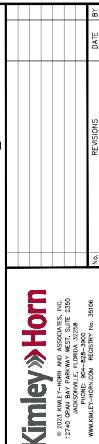
SHEET NUMBER 56		PROJECT CR 121		LOCATION FLORIDA	
DESIGNED BY CHARLES E. WILKS, P.E.		CHECKED BY CHARLES E. WILKS, P.E.		DATE AUGUST 2023	
SCALE AS SHOWN		DRAWN BY CHARLES E. WILKS, P.E.		DATE AUGUST 2023	
PROJECT NO. 045046005		SHEET NO. 56		TOTAL SHEETS 57	
FIRM KIMLEY-HORN AND ASSOCIATES, INC.		FIRM ADDRESS 12750 GRANDVIEW AVENUE, SUITE 2350 FORT LAUDERDALE, FL 33331		FIRM PHONE (954) 471-1177	
FIRM FAX (954) 471-1178		FIRM EMAIL WWW.KIMLEY-HORN.COM		FIRM REG. NO. 3009	

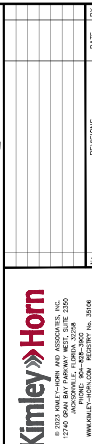


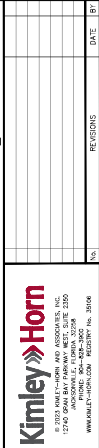


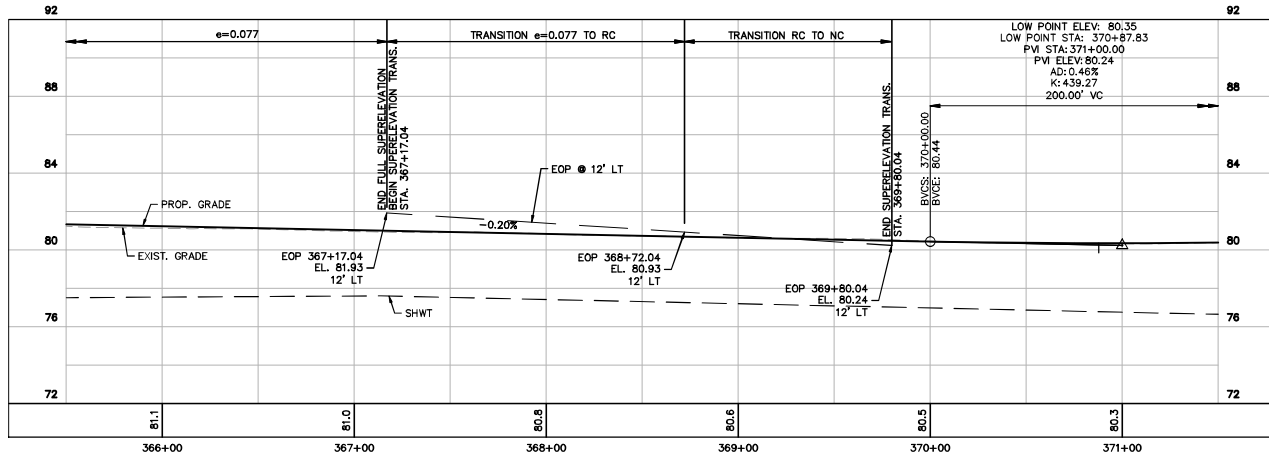
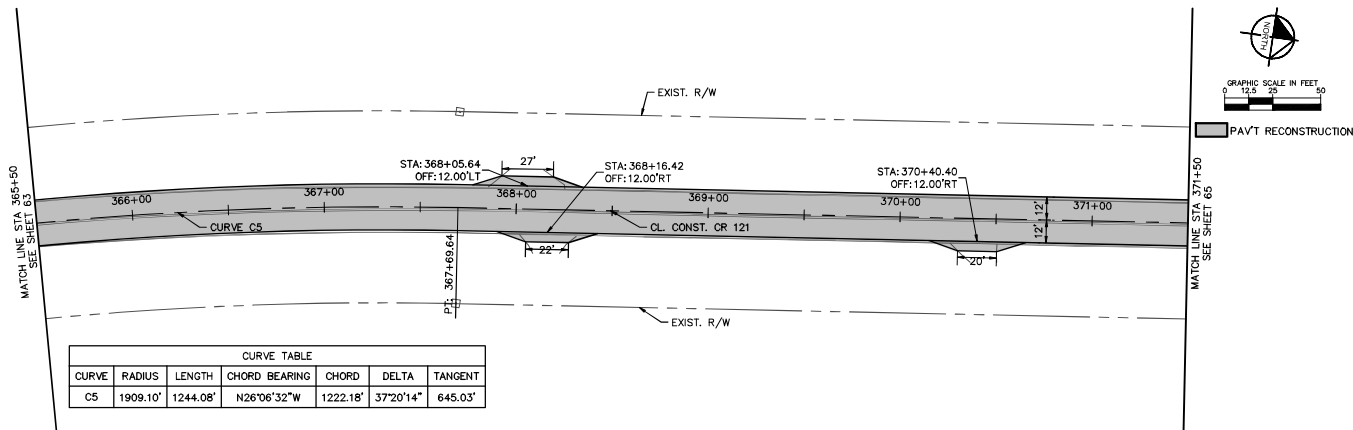




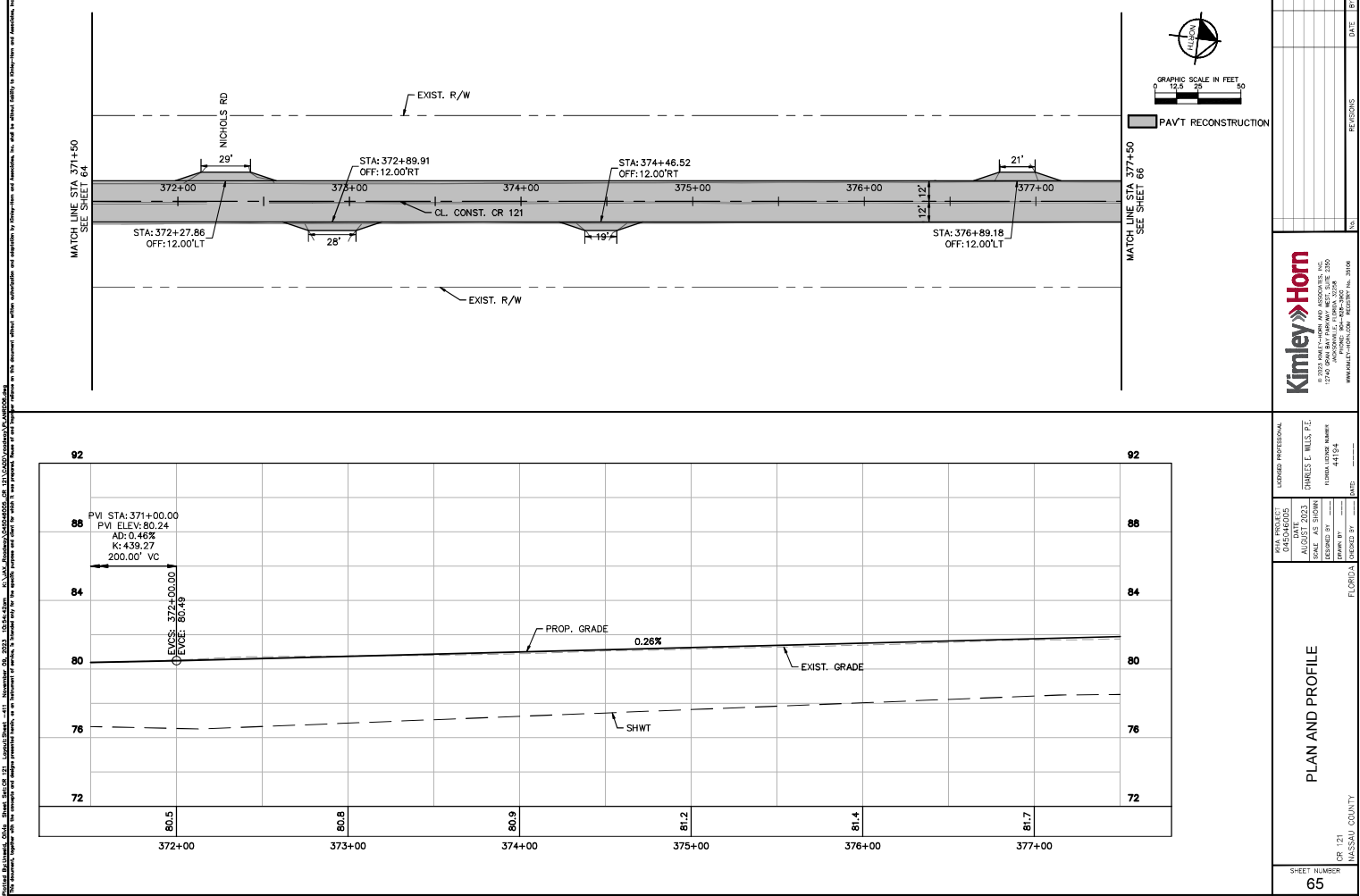


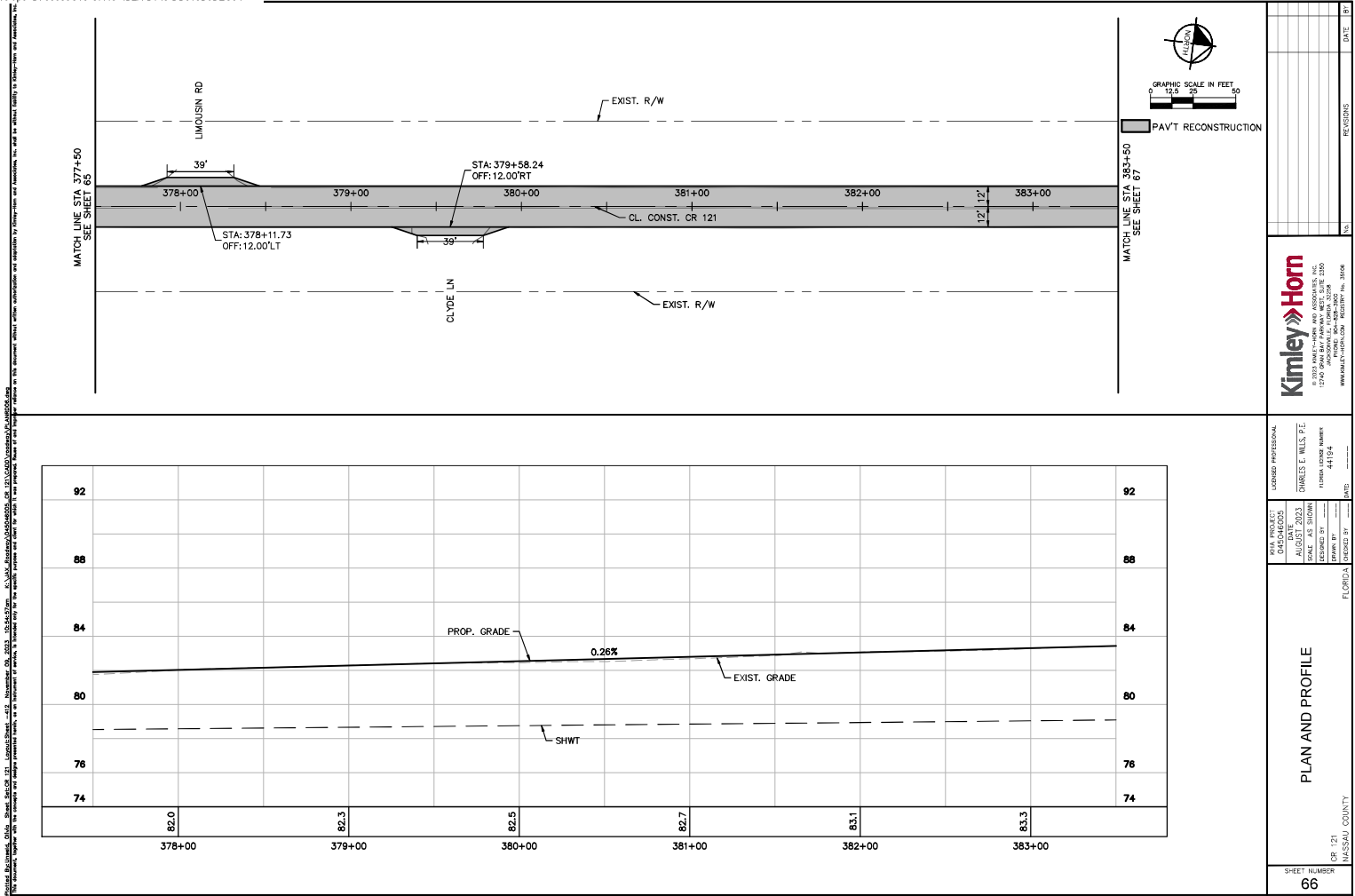


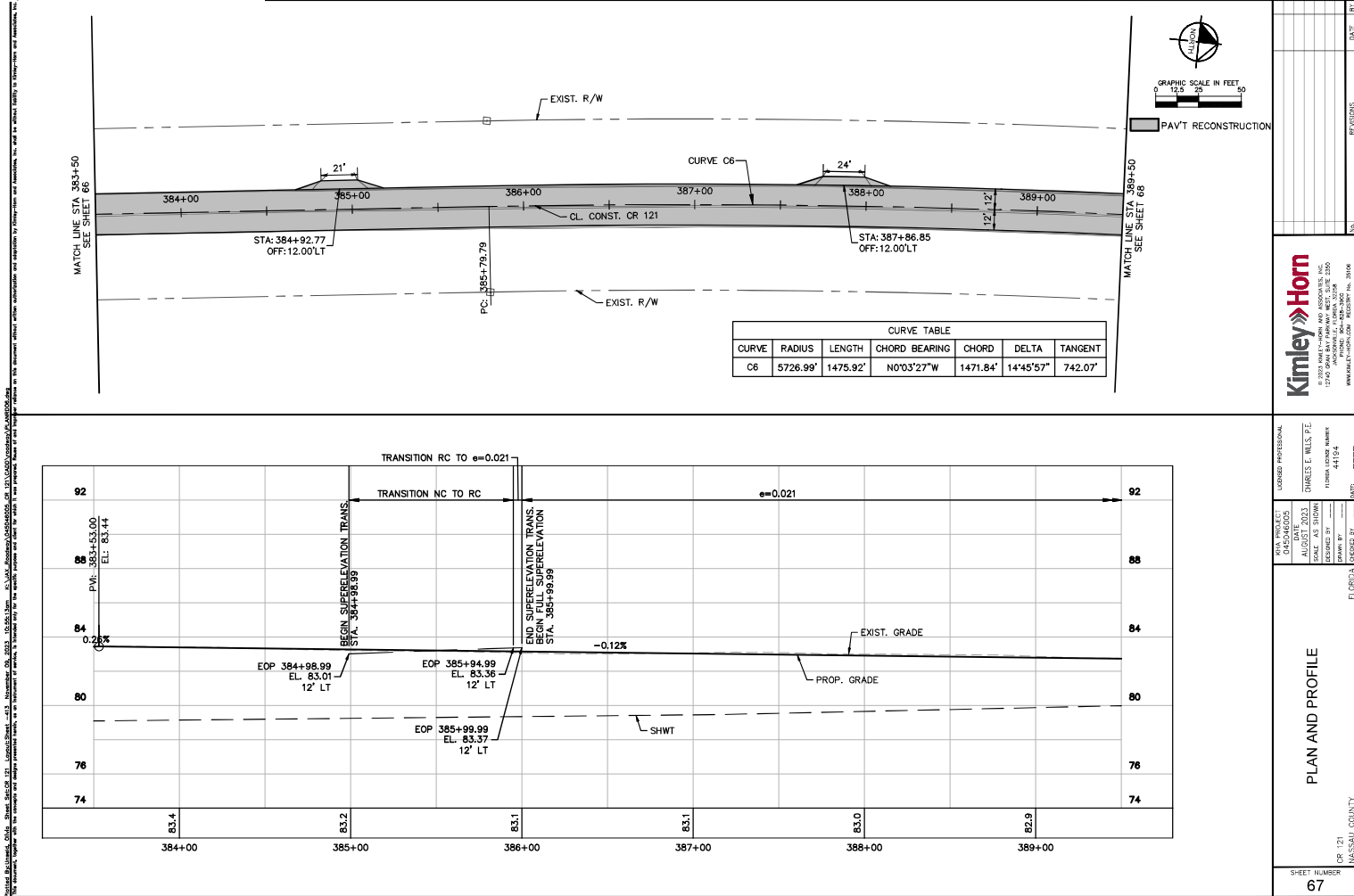




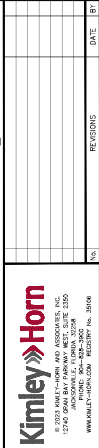
KIMLEY-HORN & ASSOCIATES, INC.	
1100 N. W. 10th Avenue, Suite 200 Fort Lauderdale, FL 33304 Phone: (954) 572-1000 Fax: (954) 572-1001 www.kimley-horn.com	
PROJECT: 045046005	
DESIGNER: CHARLES E. WILS, P.E.	
DATE: AUGUST 2023	
SCALE: AS SHOWN	
DRAWN BY: J. J. JONES	
CHECKED BY: J. J. JONES	
APPROVED BY: J. J. JONES	
FLORIDA	
COUNTY: DUVAL	
SHEET NUMBER: 64	



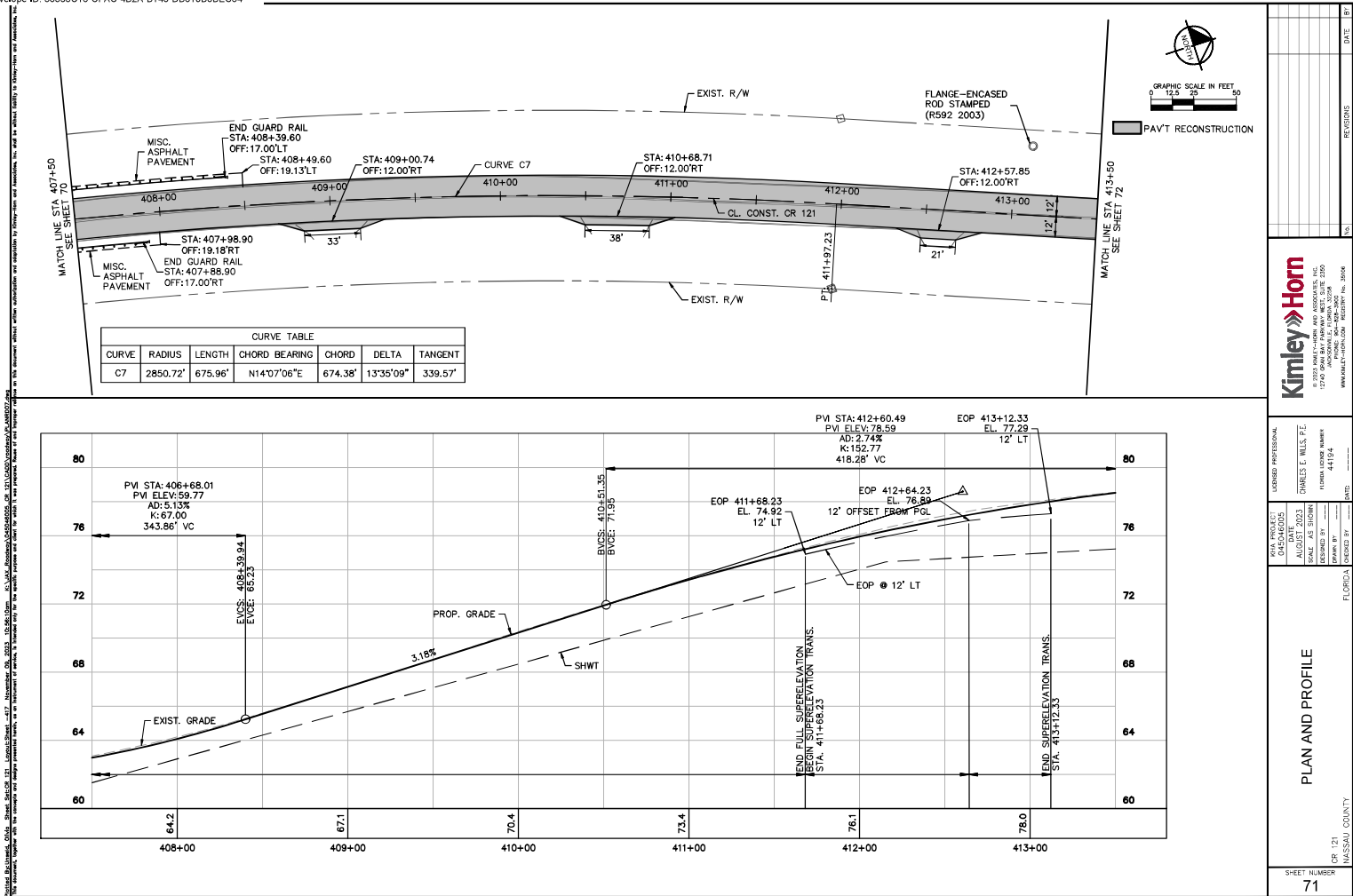


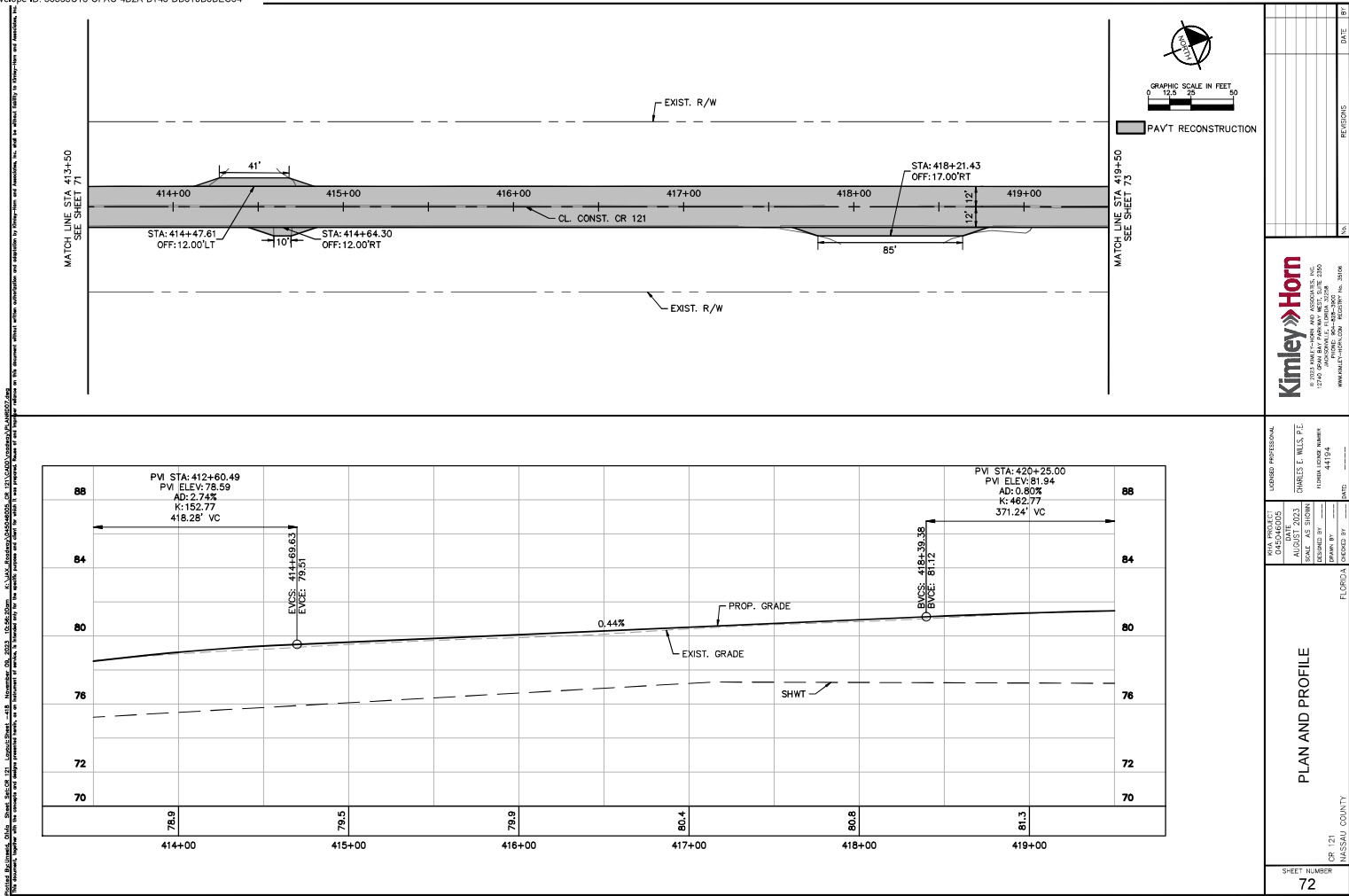


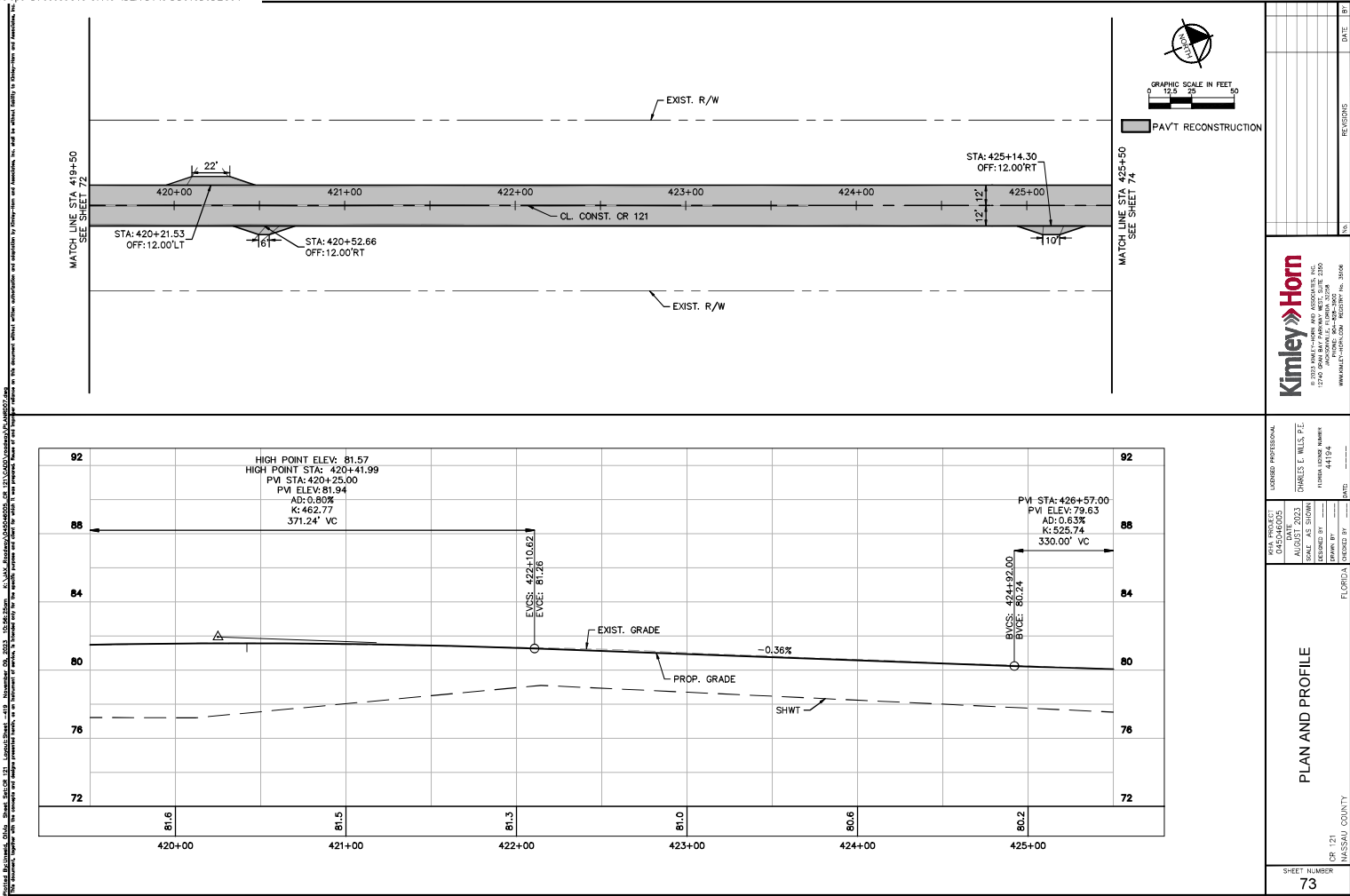


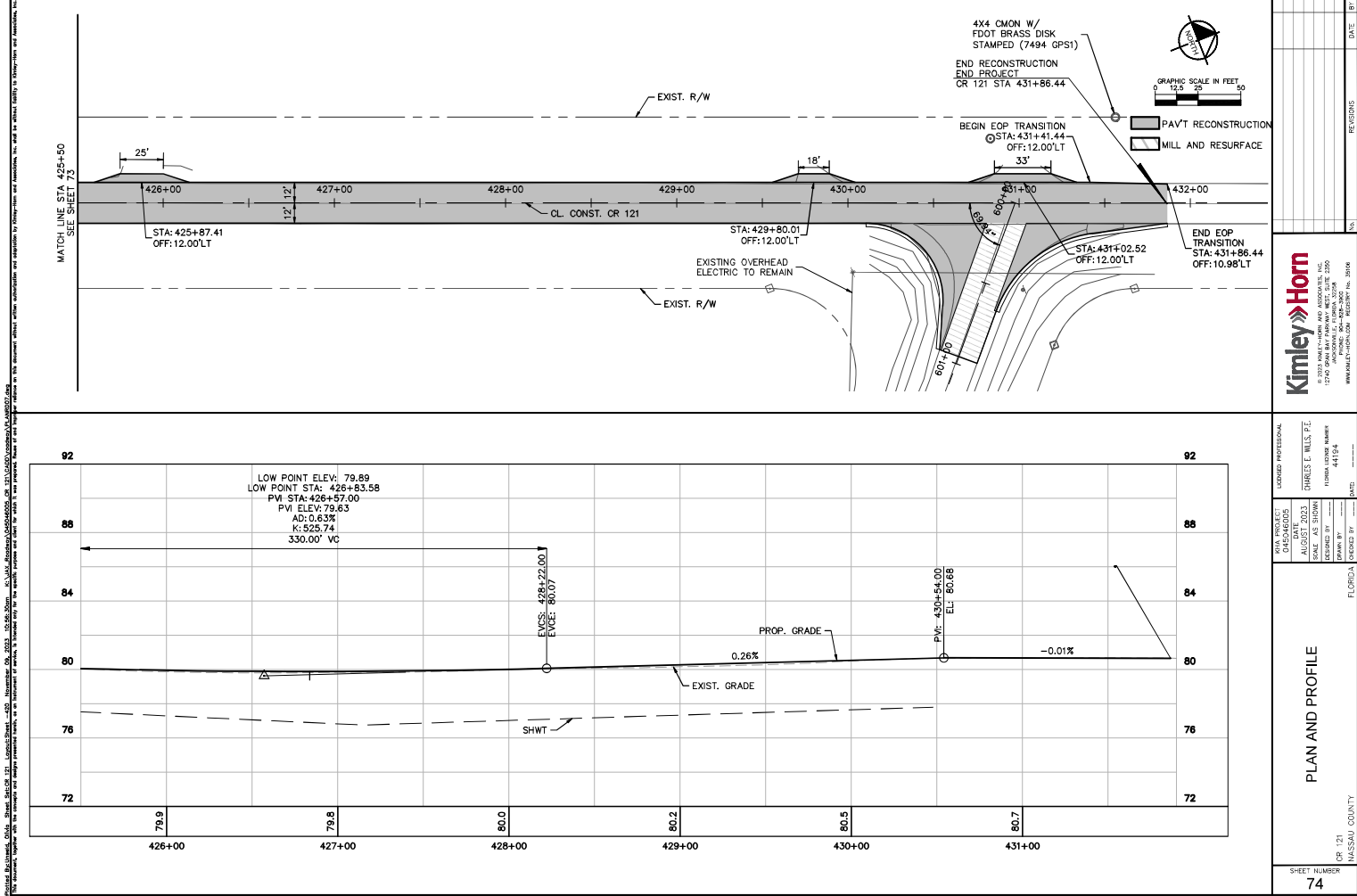


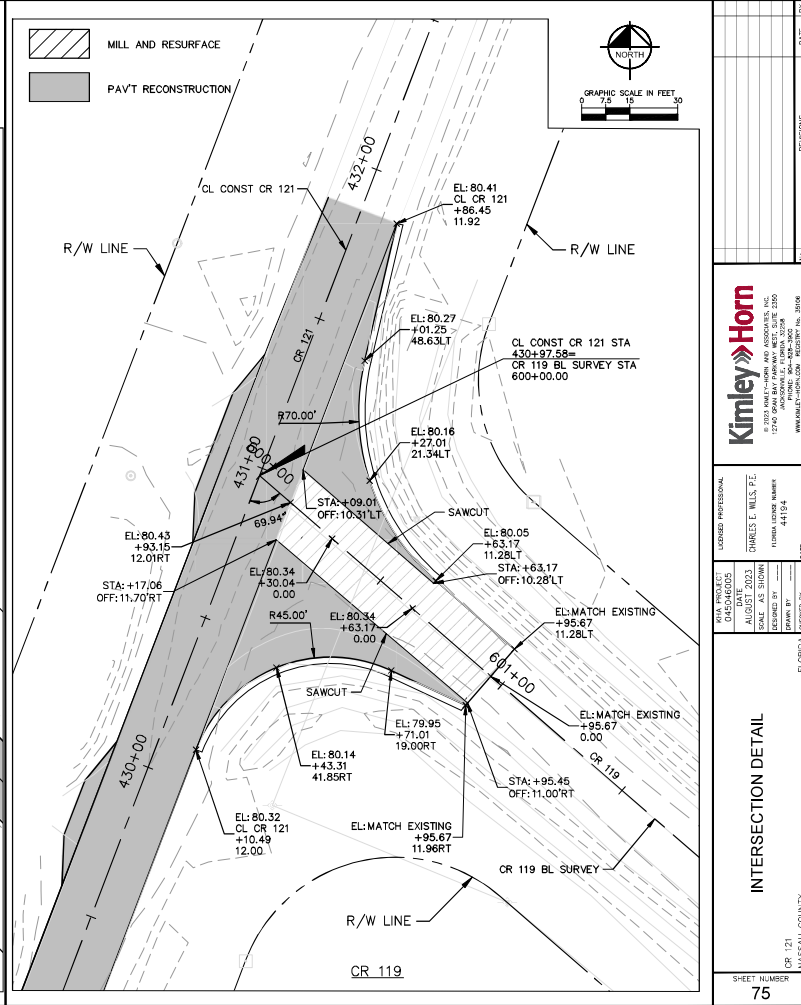












SHEET NUMBER	75	INTERSECTION DETAIL OF 121	KIMLEY-HORN 41149A	LICENSED PROFESSIONAL CHARLES E. WILS, P.E. AUGUST 2023 DATE 08/08/2023 PROJECT 045-00035 045-00035	© 2023 KIMLEY-HORN AND ASSOCIATES, INC. 12745 DOWNEY AVENUE, SUITE 200 DOWNEY, CA 90244 TEL: 562-261-5500 WWW.KIMLEY-HORN.COM	KIMLEY-HORN 41149A	12/24/2023 12/24/2023	12/24/2023 12/24/2023
			KIMLEY-HORN 41149A	LICENSED PROFESSIONAL CHARLES E. WILS, P.E. AUGUST 2023 DATE 08/08/2023 PROJECT 045-00035 045-00035	© 2023 KIMLEY-HORN AND ASSOCIATES, INC. 12745 DOWNEY AVENUE, SUITE 200 DOWNEY, CA 90244 TEL: 562-261-5500 WWW.KIMLEY-HORN.COM	KIMLEY-HORN 41149A	12/24/2023 12/24/2023	12/24/2023 12/24/2023

DATE OF SURVEY: MAY - JUNE 2023
SURVEY MADE BY: ENVIRONMENTAL AND GEOTECHNICAL SPECIALISTS, INC.
SUBMITTED BY: MATTHEW R. LANDSCHOOT, P.E.

CR 121 PAVEMENT EVALUATION
FROM DUVAL COUNTY LINE TO CR 119
ROADWAY SOIL SURVEY

ROAD NO.: CR 121
COUNTY: NASSAU

CROSS SECTION SOIL SURVEY FOR THE DESIGN OF ROADS

REFERENCE: N/A SURVEY BEGINS STA.: N/A SURVEY ENDS STA.: N/A

LBR			ORGANIC CONTENT		SIEVE ANALYSIS RESULTS						ATTERBERG LIMITS (%)				CORROSION TEST RESULTS						
STRATUM NO.	MAX VALUE	MOISTURE CONTENT	NO. OF TESTS	% ORGANIC	MOISTURE CONTENT	NO. OF TESTS	10 MESH	40 MESH	60 MESH	100 MESH	200 MESH	NO. OF TESTS	LIQUID LIMIT	PLASTIC INDEX	AASHTO GROUP	DESCRIPTION	NO. OF TESTS	RESISTIVITY OHM-CM	CHLORIDES ppm	SULFATES ppm	pH
1	17-33	10.7-15.5	92	0.1-2.4	4-30	76	78-100	72-100	67-100	34-100	4-19	-	-	-	A-3, A-2-4	BROWN, GRAY, ORANGE FINE SAND, SILTY FINE SAND ($<20\%$ PASSING NO. 200)	1	14,000	15	36	4.4
2	58	9.5	18	0.2-2.1	5-22	12	91-100	80-100	76-99	57-86	21-33	-	-	-	A-2-4	GRAY, ORANGE SILTY FINE SAND ($\geq 20\%$ PASSING NO. 200)	2	4,100-19,000	15-30	9-63	4.1-5.9
3	-	-	4	2.1-2.8	21-27	26	96-100	96-100	95-100	59-91	19-45	25	21-40	11-26	A-2-6, A-6	BROWN, DARK BROWN, GRAY, DARK GRAY, ORANGE, TAN CLAYEY FINE SAND, CLAYEY SAND, CLAYEY SAND WITH ORGANICS	2	7,500-11,000	15-30	57-72	4.4-4.7
4	-	-	14	2.5-4.4	7-38	4	100	99-100	98-99	55-78	11-31	-	-	-	A-2-4	DARK BROWN, DARK GRAY SILTY FINE SAND WITH ORGANICS	-	-	-	-	-
5	-	-	5	5.1-10.3	19-35	-	-	-	-	-	-	-	-	-	A-2-4	DARK BROWN, DARK GRAY ORGANIC SILTY FINE SAND	-	-	-	-	-

STRATA NOTES

- STRATA 1 AND 2 ARE "SELECT" SOILS. DUE TO THE HIGH FINES CONTENT, STRATUM 2 WILL RETAIN MOISTURE AND MAY BE DIFFICULT TO COMPACT WHEN WET.
- STRATUM 3 IS A "PLASTIC" SOIL.
- STRATUM 4 IS A "SELECT" MATERIAL WITH AN AVERAGE ORGANIC CONTENT GREATER THAN 2.5 PERCENT, BUT NO INDIVIDUAL VALUE GREATER THAN 5.0 PERCENT. THIS MATERIAL IS NOT PERMITTED IN THE SUBGRADE PORTION OF THE ROADWAY BED DUE TO ITS ORGANIC CONTENT.
- STRATUM 5 IS AN "ORGANIC" MATERIAL WITH AN AVERAGE ORGANIC CONTENT GREATER THAN 5.0 PERCENT, BUT NO INDIVIDUAL VALUE GREATER THAN 20.0 PERCENT.
- REUSE OF THESE STRATA SHALL BE IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX 120-001.
- REMOVAL OF THESE STRATA SHALL BE ACCOMPLISHED IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX 120-002.

EMBANKMENT AND SUBGRADE MATERIAL

STRATA BOUNDARIES ARE APPROXIMATE. MAKE FINAL CHECK AFTER GRADING

- ▼ MEASURED GROUNDWATER
▽ ESTIMATED "NORMAL" SEASONAL HIGH GROUNDWATER
GNE GROUNDWATER NOT ENCOUNTERED

EGS
Environmental & Geotechnical Specialists, Inc.
3772 Kori Road
Jupiter, FL 33457
Phone: (888) 925-1180

EGS PROJECT
13-54-23-01
OCTOBER 2023
SHEET 76 OF 76
DESIGNED BY: M.R.L.
CHECKED BY: M.R.L.
DATE: 10/23/23

CR 121
NASSAU COUNTY

ROADWAY SOIL SURVEY

SHEET NUMBER
76

REVISIONS
DATE BY

NOTES

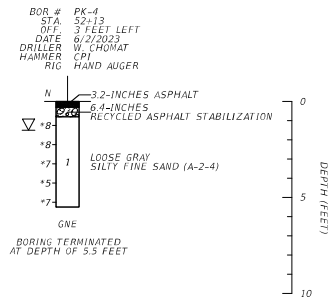
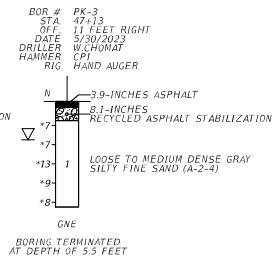
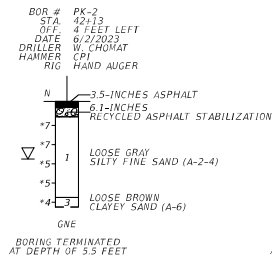
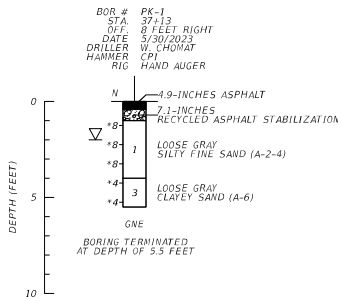
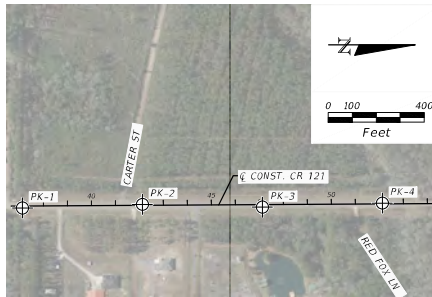
- NUMBERS LEFT OF BORINGS INDICATE STANDARD PENETRATION TEST (SPT) N-VALUES OR EQUIVALENT FOR 12-INCH PENETRATION.
- NUMBERS IN THE CENTER OF BORINGS INDICATE THE STRATUM.
- SOIL DESCRIPTIONS, TEST DATA, AND STANDARD PENETRATION VALUES SHOWN ARE FOR THE SOIL BORING ONLY AND MAY NOT APPLY TO ANY OTHER LOCATIONS EXCEPT AT THE LOCATION OF THE SOIL BORING. EXTRAPOLATION OF THE SOIL BORING DATA TO OTHER LOCATIONS IS THE SOLE RESPONSIBILITY OF THE PERSON PERFORMING THE EXTRAPOLATION.
- ASTERISK (*) INDICATES EQUIVALENT SPT N-VALUES CONVERTED FROM CONE PENETROMETER INDEX (CPI) VALUES.

SAFETY HAMMER / CPI		AUTOMATIC HAMMER	
GRANULAR MATERIALS RELATIVE DENSITY	SPT (BLOWS/12 IN.)	GRANULAR MATERIALS RELATIVE DENSITY	SPT (BLOWS/12 IN.)
VERY LOOSE	LESS THAN 4	VERY LOOSE	LESS THAN 3
LOOSE	4 - 10	LOOSE	3 - 8
MEDIUM DENSE	10 - 30	MEDIUM DENSE	8 - 24
DENSE	30 - 50	DENSE	24 - 40
VERY DENSE	GREATER THAN 50	VERY DENSE	GREATER THAN 40

SPLIT-SPOON: INSIDE DIAMETER: 1.375 IN
OUTSIDE DIAMETER: 2.0 IN
AVG. HAMMER DROP: 30.0 IN
HAMMER WEIGHT: 140 LBS

LEGEND

SPT SOIL BORING		ASPHALT	
HAND AUGER SOIL BORING		LIMEROCK BASE	
MEASURED GROUNDWATER			
ESTIMATED "NORMAL" SEASONAL HIGH GROUNDWATER			
GROUNDWATER NOT ENCOUNTERED	GNE		
AASHTO CLASSIFICATION GROUP SYMBOL	(A-3)		

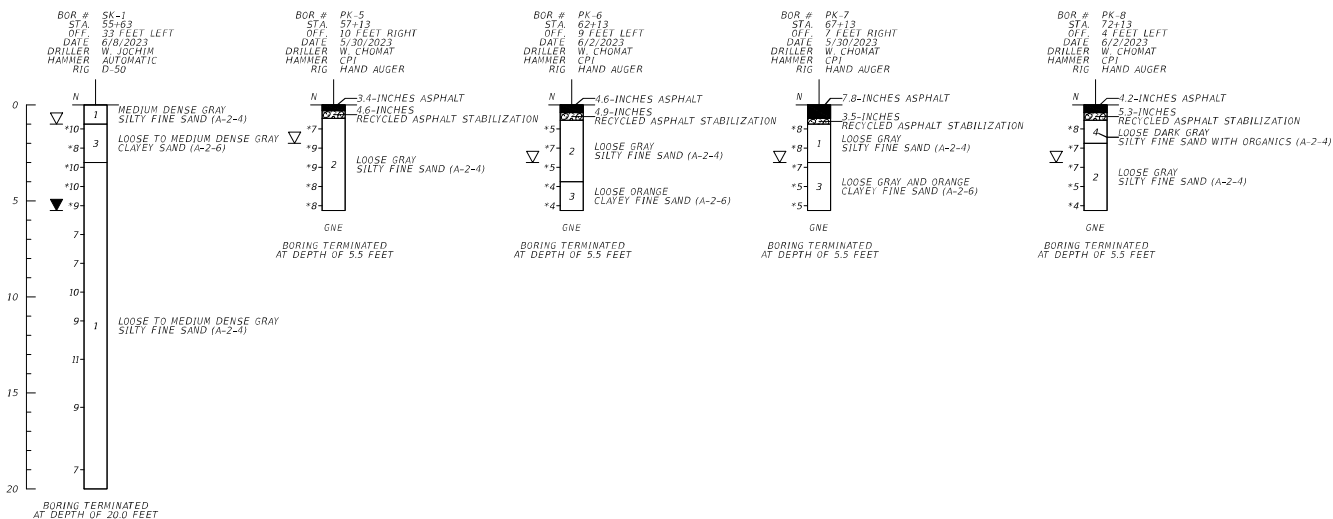


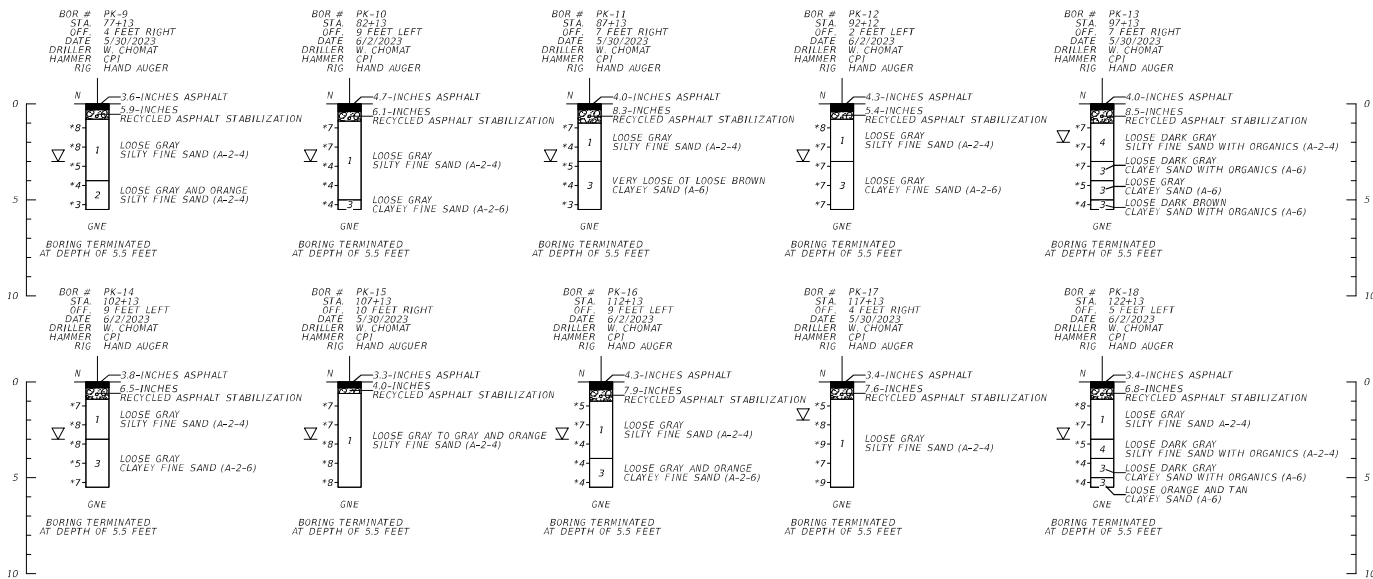
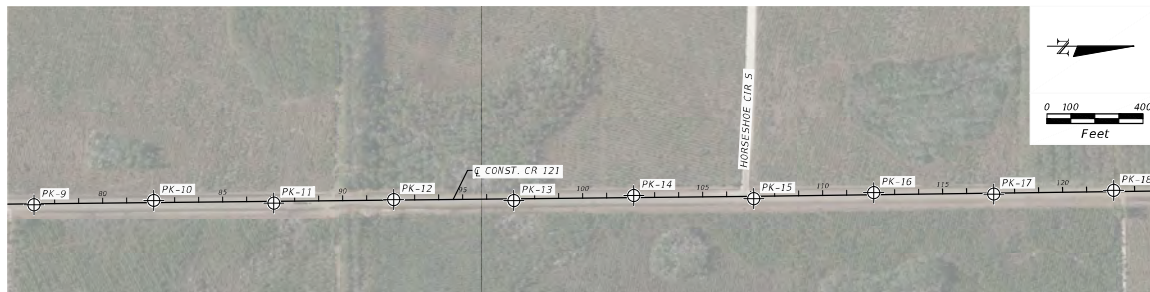
EGS
Environmental & Geotechnical Specialists, Inc.
3775 Kell Road
Jacksonville, FL 32217
Phone: (904) 325-7180

REGISTERED PROFESSIONAL
MATTHEW E. LANGSTON
P.E.
FL 00000000000000000000
7/1/13

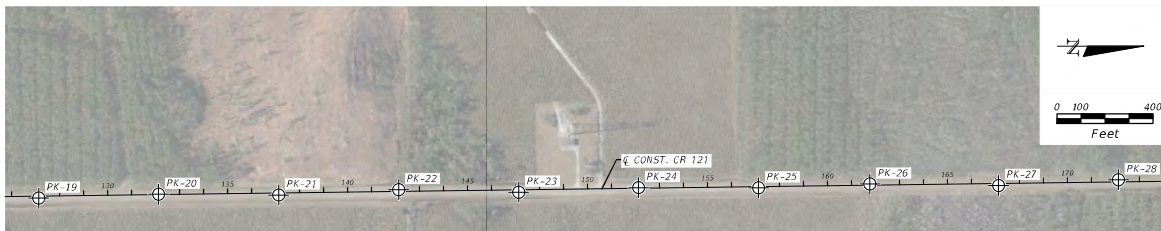
REPORT OF SOIL BORINGS

SHEET NUMBER
77

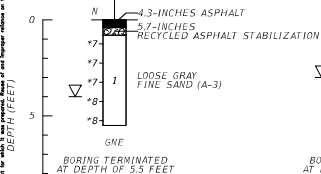




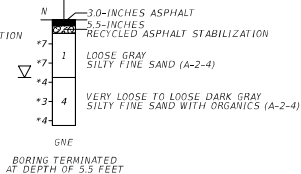
EGS		REPORT OF SOIL BORINGS	
Environmental & Geotechnical Specialists, Inc.		SHEET NUMBER 79	
3773 Fort Road Jacksonville, FL 32217 Phone: (904) 325-7180		FL DADE COUNTY	
PROJECT	13-54-23-01	DATE	10/23/2023
CLIENT	MATTHEW P. LUNDGREN	BY	W. CHOMAT
SCALE	AS SHOWN	CHECKED BY	K.J.M.
DESIGNED BY	R. LOUIS SMITH	DATE	7/10/23
DRAWN BY	W. CHOMAT	DATE	7/10/23
LOCATED BY	W. CHOMAT	DATE	7/10/23



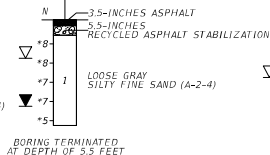
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STA 127+13
OFF 8 FEET RIGHT
DATE 5/30/2023
DRILLER W. CHONAT
HAMMER CPI
RIG HAND AUGER



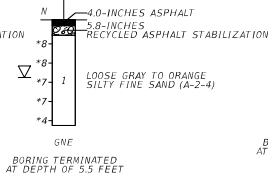
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DATE 5/31/2023
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HAMMER CPI
RIG HAND AUGER



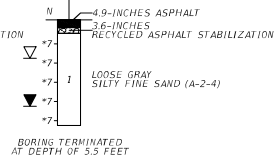
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DATE 5/31/2023
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HAMMER CPI
RIG HAND AUGER



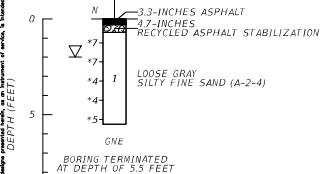
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DATE 5/31/2023
DRILLER W. CHONAT
HAMMER CPI
RIG HAND AUGER



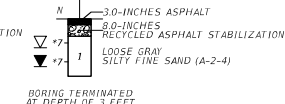
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DATE 5/30/2023
DRILLER W. CHONAT
HAMMER CPI
RIG HAND AUGER



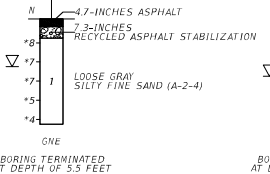
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DATE 5/31/2023
DRILLER W. CHONAT
HAMMER CPI
RIG HAND AUGER



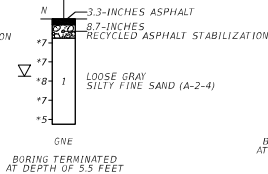
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DATE 5/31/2023
DRILLER W. CHONAT
HAMMER CPI
RIG HAND AUGER



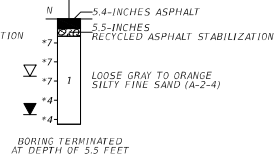
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DATE 5/31/2023
DRILLER W. CHONAT
HAMMER CPI
RIG HAND AUGER



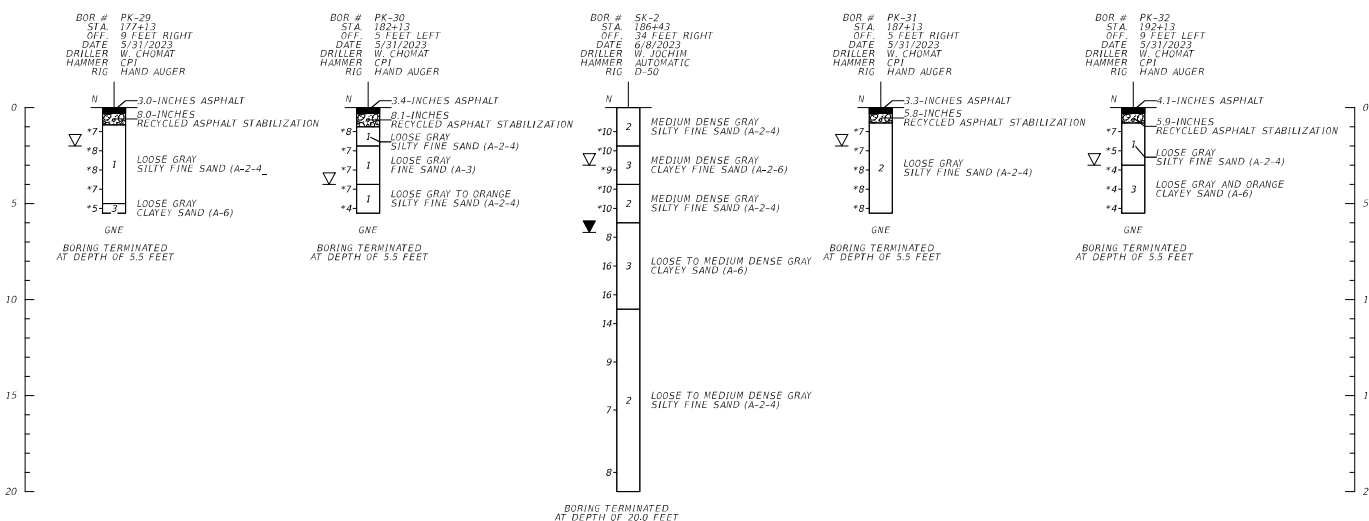
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STA 167+13
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DATE 5/31/2023
DRILLER E. SCHMIDT
HAMMER CPI
RIG HAND AUGER

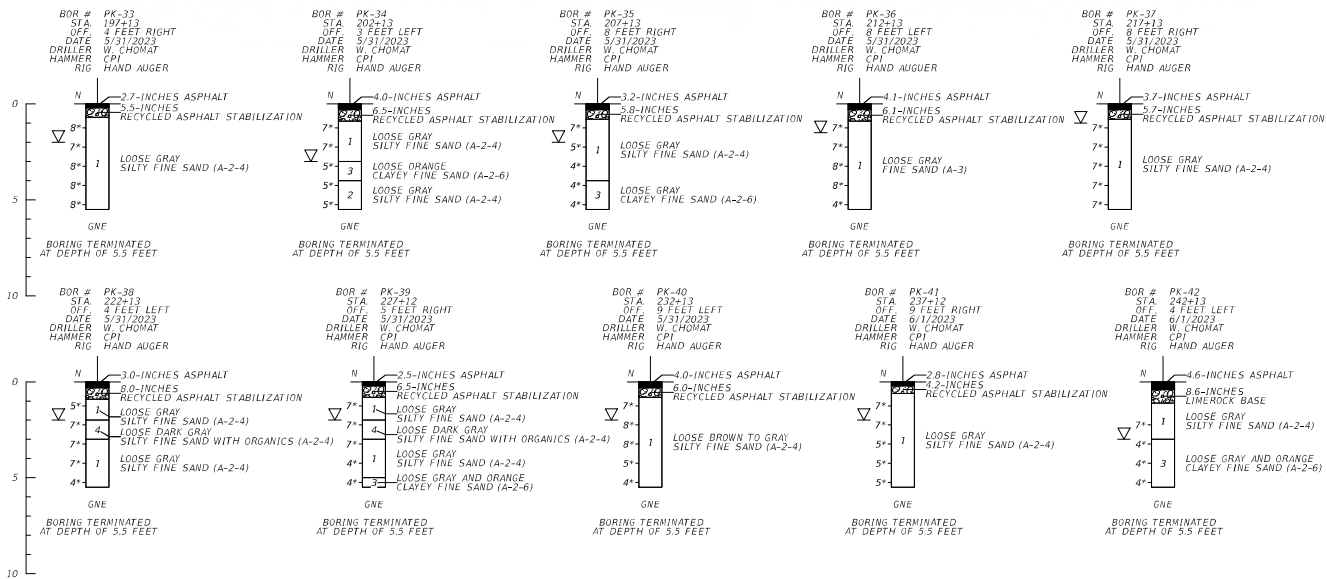
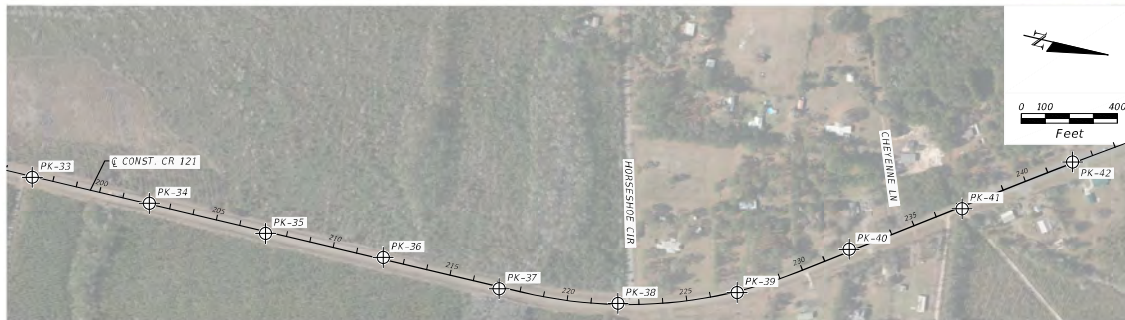


BOR # PK-28
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DATE 5/31/2023
DRILLER W. CHONAT
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RIG HAND AUGER

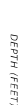
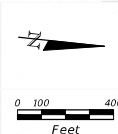


EGS	
Environmental & Geotechnical Specialists, Inc.	
3775 Kent Road Jacksonville, FL 32217 Phone: (904) 325-7180	
EGS PROJECT 13-54-23-01	UNION PROFESSIONAL
DATE OCTOBER 2023	DATE OCTOBER 2023
SCALE AS SHOWN	SCALE AS SHOWN
DESIGNED BY J.A.B.	DESIGNED BY J.A.B.
CHECKED BY J.A.B.	CHECKED BY J.A.B.
DATE 7/18/23	DATE 7/18/23
REPORT OF SOIL BORINGS	
CR 121 HUNTER COUNTY	
SHEET NUMBER 80	

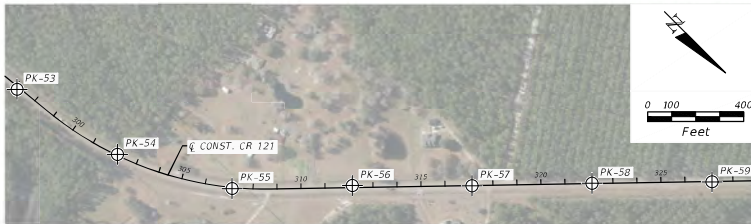




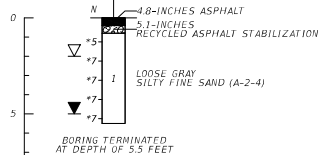
EGS	
Environmental & Geotechnical Specialists, Inc.	
3779 North Road Jasper, MO 64803 Phone: (844) 332-1830	
PROJECT NO.	15-54-23-01
DATE	OCTOBER 2023
BY	MATTHEW R. LUNDGREN
CHECKED BY	N. LOUIS ADAMS
DATE	7/1/23
BY	FL
DATE	
REPORT OF SOIL BORINGS	
SHEET NUMBER 82	
OR 121 MASSAO COUNTY	



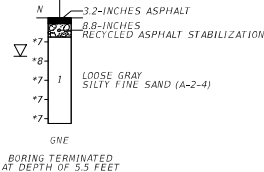
Printed: 06/01/2023 10:00:00 AM. User: jason@egs.com. Project: 13-14-23-01. Location: 3172 Kent Road, N. Loudon, NH 03055. Scale: AS SHOWN. Date: 6/1/2023. Driller: W. CHOMAT. Hammer: CPI. Rig: HAND AUGER. Notes: This document is the property of Environmental & Geotechnical Specialists, Inc. and is not to be reproduced or used in any manner without written permission. It is to be used only for the specific project and site for which it was prepared. It is to be kept confidential and not to be distributed outside the project team.



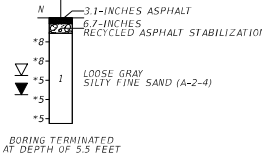
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DATE 6/1/2023
DRILLER W. CHOMAT
HAMMER CPI
RIG HAND AUGER



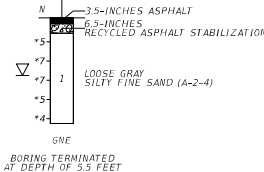
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DATE 6/1/2023
DRILLER W. CHOMAT
HAMMER CPI
RIG HAND AUGER



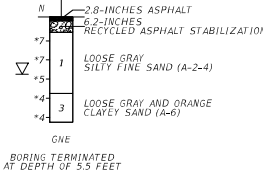
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DATE 6/1/2023
DRILLER W. CHOMAT
HAMMER CPI
RIG HAND AUGER



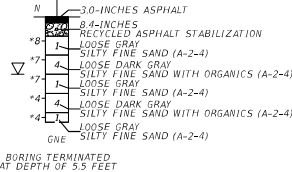
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DATE 6/1/2023
DRILLER W. CHOMAT
HAMMER CPI
RIG HAND AUGER



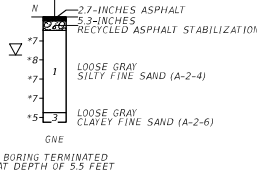
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DATE 6/1/2023
DRILLER W. CHOMAT
HAMMER CPI
RIG HAND AUGER



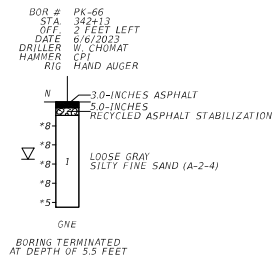
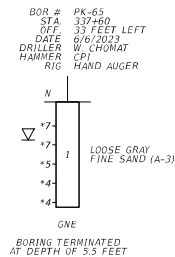
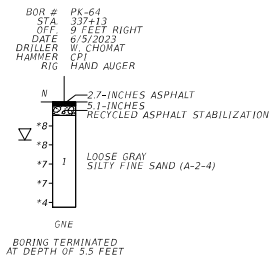
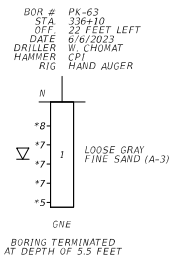
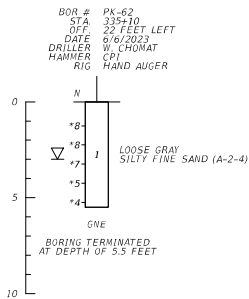
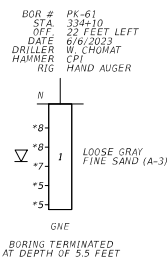
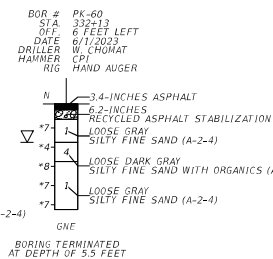
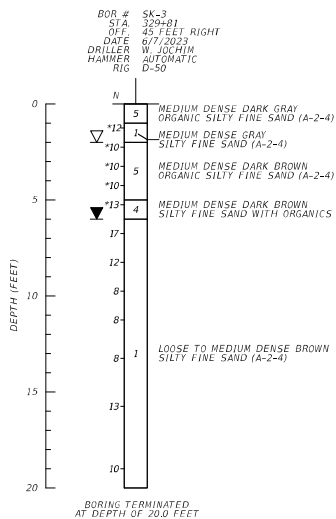
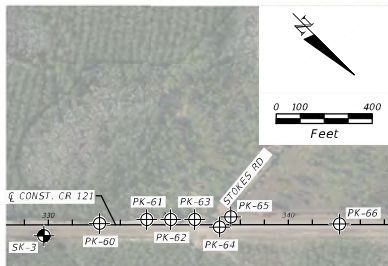
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DATE 6/1/2023
DRILLER W. CHOMAT
HAMMER CPI
RIG HAND AUGER



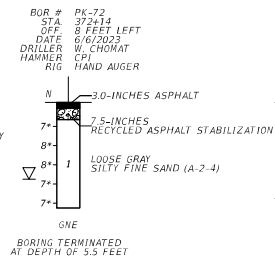
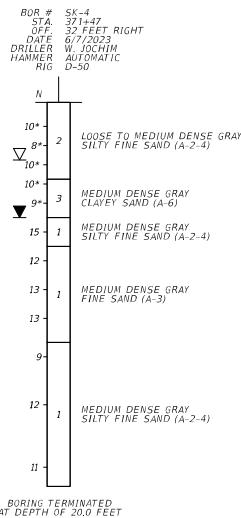
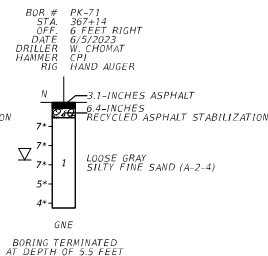
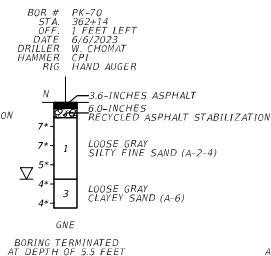
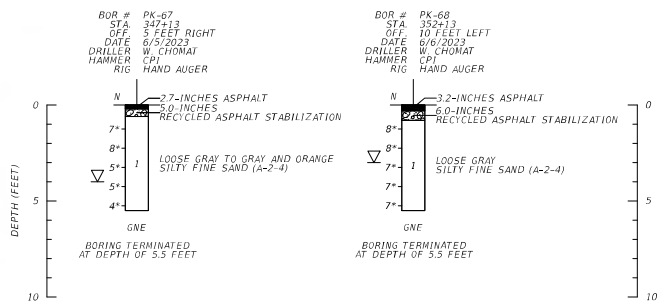
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DATE 6/1/2023
DRILLER W. CHOMAT
HAMMER CPI
RIG HAND AUGER



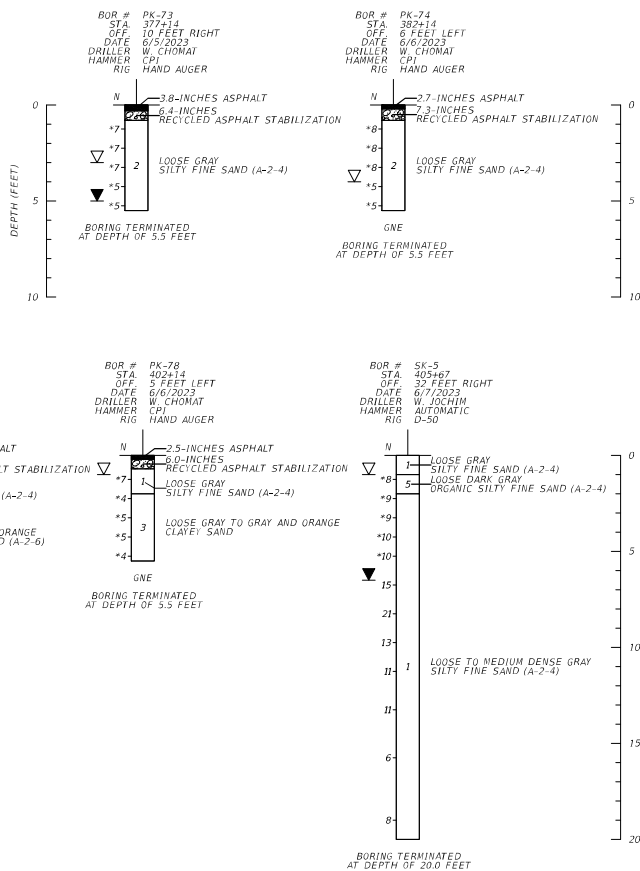
EGS Environmental & Geotechnical Specialists, Inc. 3172 Kent Road Loudon, NH 03055 Phone: (603) 325-7180	
REPORT OF SOIL BORINGS	
SHEET NUMBER 84	
CR 121 MASSACHUSETTS	
DATE 6/1/2023	
BY JAC	
CHECKED BY JAC	
SCALE AS SHOWN	
PROJECT 13-14-23-01	
LOCATION 3172 Kent Road, N. Loudon, NH 03055	
DRILLER W. CHOMAT	
HAMMER CPI	
RIG HAND AUGER	
NOTES	
REVISIONS	
DATE	
BY	

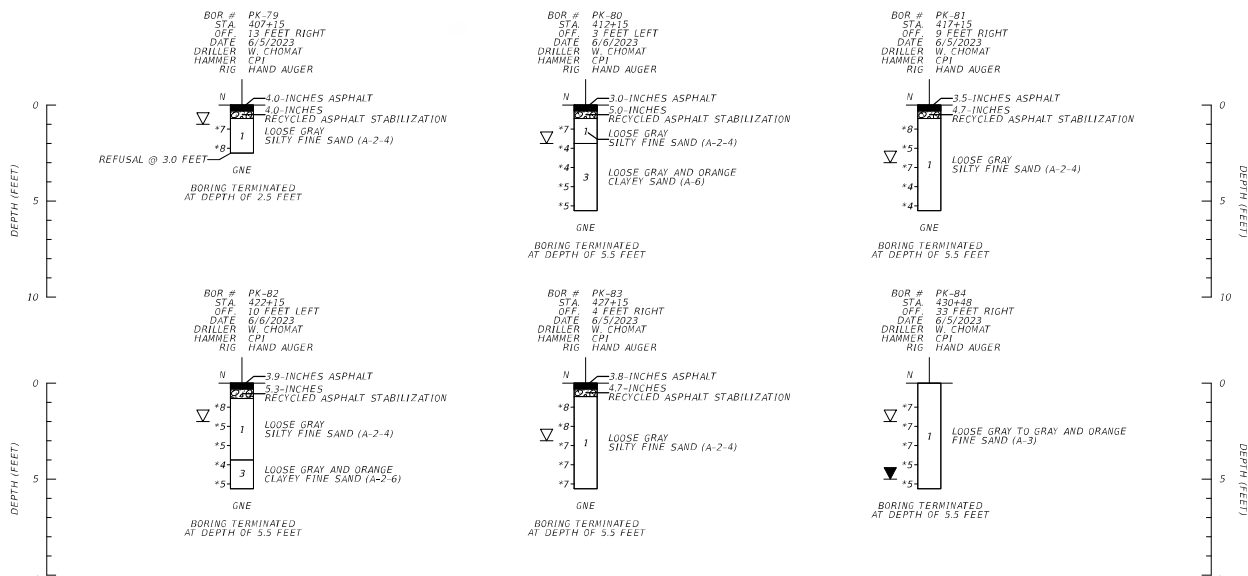


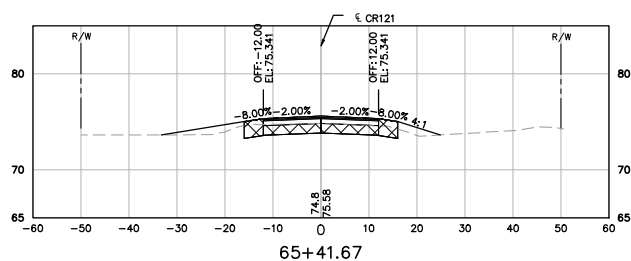
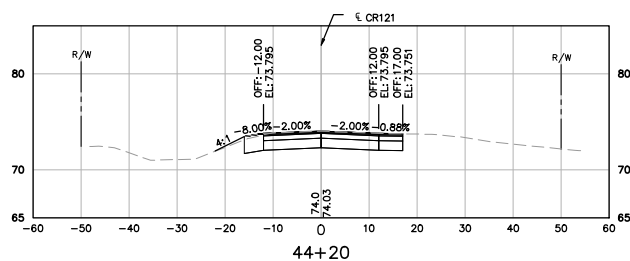
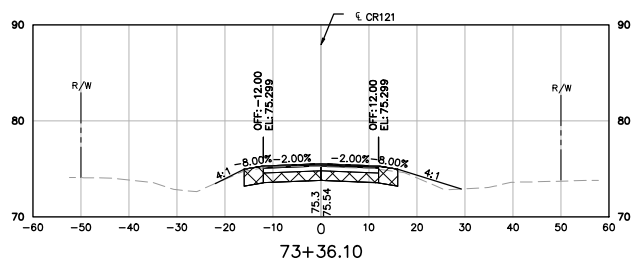
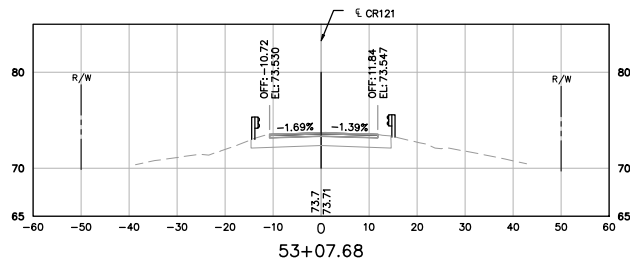
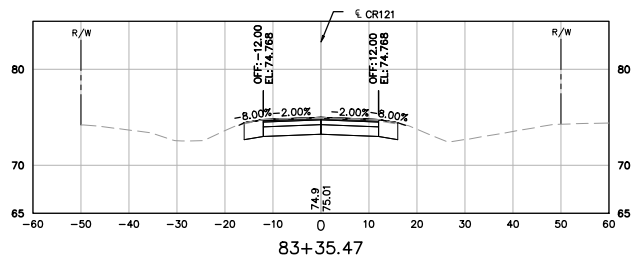
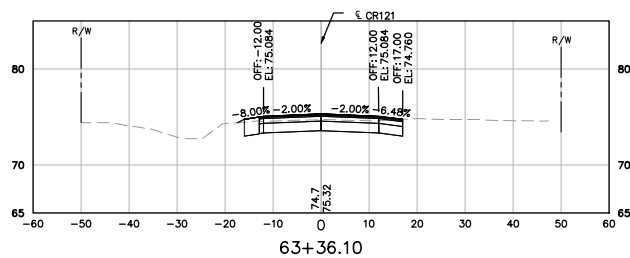
EGS Environmental & Geotechnical Specialists, Inc. 3773 Kott Road Jasper, MO 64803 Phone: (844) 332-1189	
LOANED RESPONSIBLE MATTHEW F. LUNDGREN P.E. N. LOAN NUMBER 74103	
EGS PROJECT 15-54-23-01	DATE OCTOBER 2023
SCALE AS SHOWN	DATE 6/6/2023
EXPOSED BY J.W.	DATE 6/6/2023
LOANED BY J.W.	DATE 6/6/2023
REPORT OF SOIL BORINGS	
SHEET NUMBER 85	
CR 121 MASSACHUSETTS	



SHEET NUMBER		86	
REPORT OF SOIL BORINGS		EGS PROJECT 13-34-23-01 13-34-23-01	
CS 171 NASDAQ COUNTY		LICENSED PROFESSIONAL MATTHEW P. LANSCHOWITZ OCTOBER 2023 P.E. SCALE AS SHOWN DESIGNED BY K.A.M. DRAWN BY K.A.M. 76183	
DEPTH (FEET)		EGS Environmental & Geotechnical Specialists, Inc. 3772 Kori Road Jacksonville, Florida 32257 Phone: (904) 524-1160	
DEPTH (FEET)		No. DATE BY	





 SUBSOIL EXCAVATION

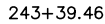
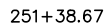
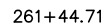
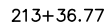
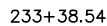
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HORIZONTAL: 1"=20'

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CROSS SECTION SCALE
VERTICAL : 1"=10'
HORIZONTAL: 1"=20'

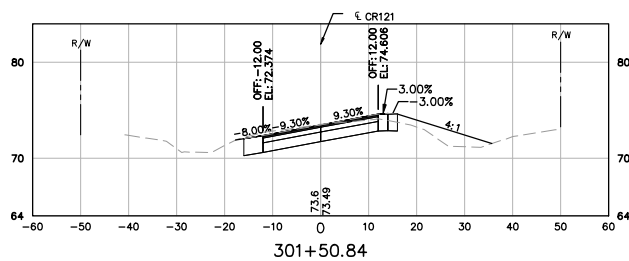
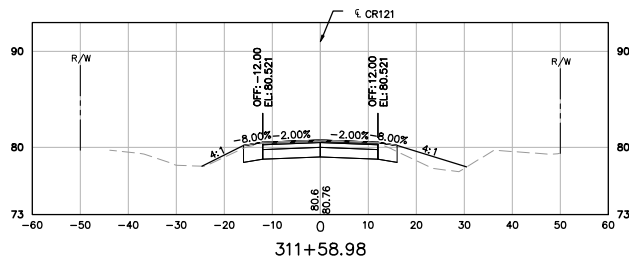
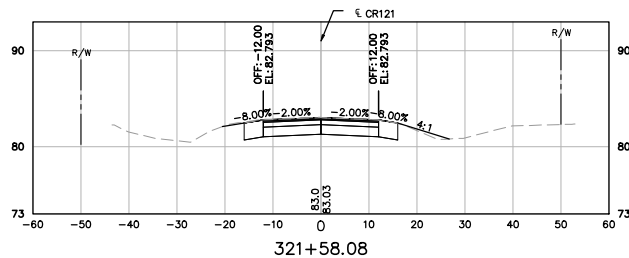
CROSS SECTION SCALE
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HORIZONTAL: 1"=20'

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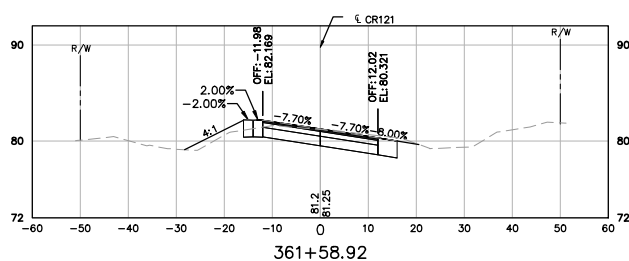
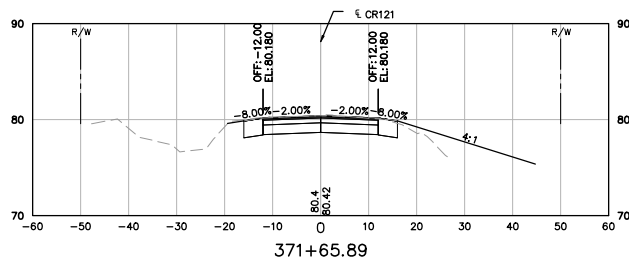
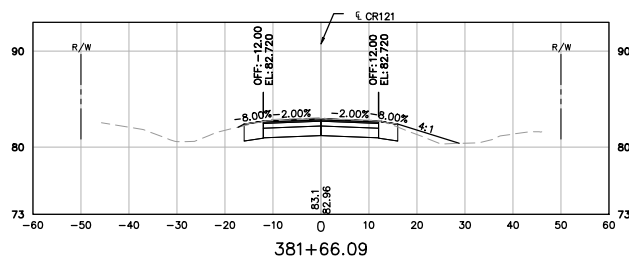
CROSS SECTION SCALE
VERTICAL : 1"=10'
HORIZONTAL: 1"=20'

SHEET NUMBER	CROSS SECTION	DATE PROJECT 04/30/2005	DESIGNED BY DRAWN BY	CHECKED BY DATE	Kimley-Horn 2023 KIMLEY-HORN AND ASSOCIATES, INC. 12700 GARDEN OF EPHRAIM RD., SUITE 2300 FORT WORTH, TEXAS 76155 PHONE: (817) 492-3300 FAX: (817) 492-3301 WWW.KIMLEY-HORN.COM	LICENSED PROFESSIONAL CHARLES E. WILLY, P.E. ENGINEER LICENSE NUMBER 44174	SHEET 92	PROJECT DATE



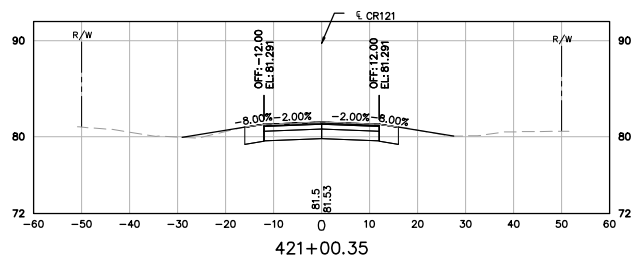
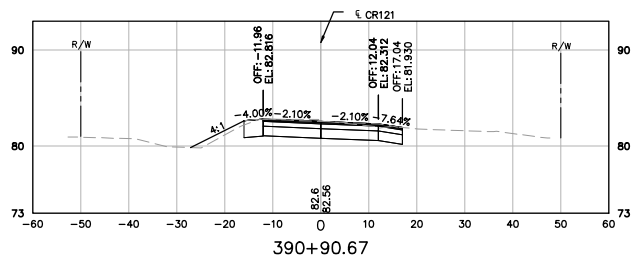
CROSS SECTION SCALE
VERTICAL : 1"=10'
HORIZONTAL: 1"=20'

SHEET NUMBER		93	
OR 121		NASSAU COUNTY	
CROSS SECTION		DATE AUGUST 2023 SCALE AS SHOWN DESIGNED BY 44154 DRAWN BY CHECKED BY DATE	
FLDN PROJECT 045040000		LICENSED PROFESSIONAL CHARLES E. WILLS, P.E. FLDN LICENSE NUMBER 44154	
KIMLEY-HORN & ASSOCIATES, INC. 12745 GRAY BAR PARKWAY WEST, SUITE 2350 FORT MYERS, FL 33907 PHONE: 941-931-3900 WWW.KIMLEY-HORN.COM REGISTRY NO. 20106		REVISIONS DATE BY	




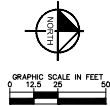
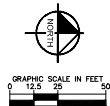
CROSS SECTION SCALE
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HORIZONTAL: 1"=20'


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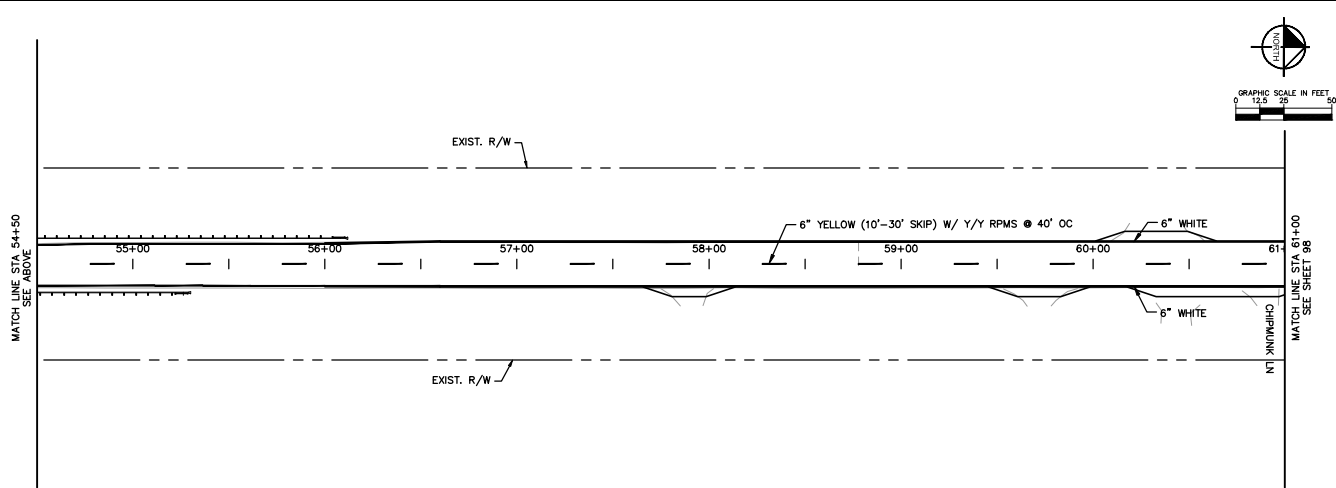



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HORIZONTAL: 1"=20'

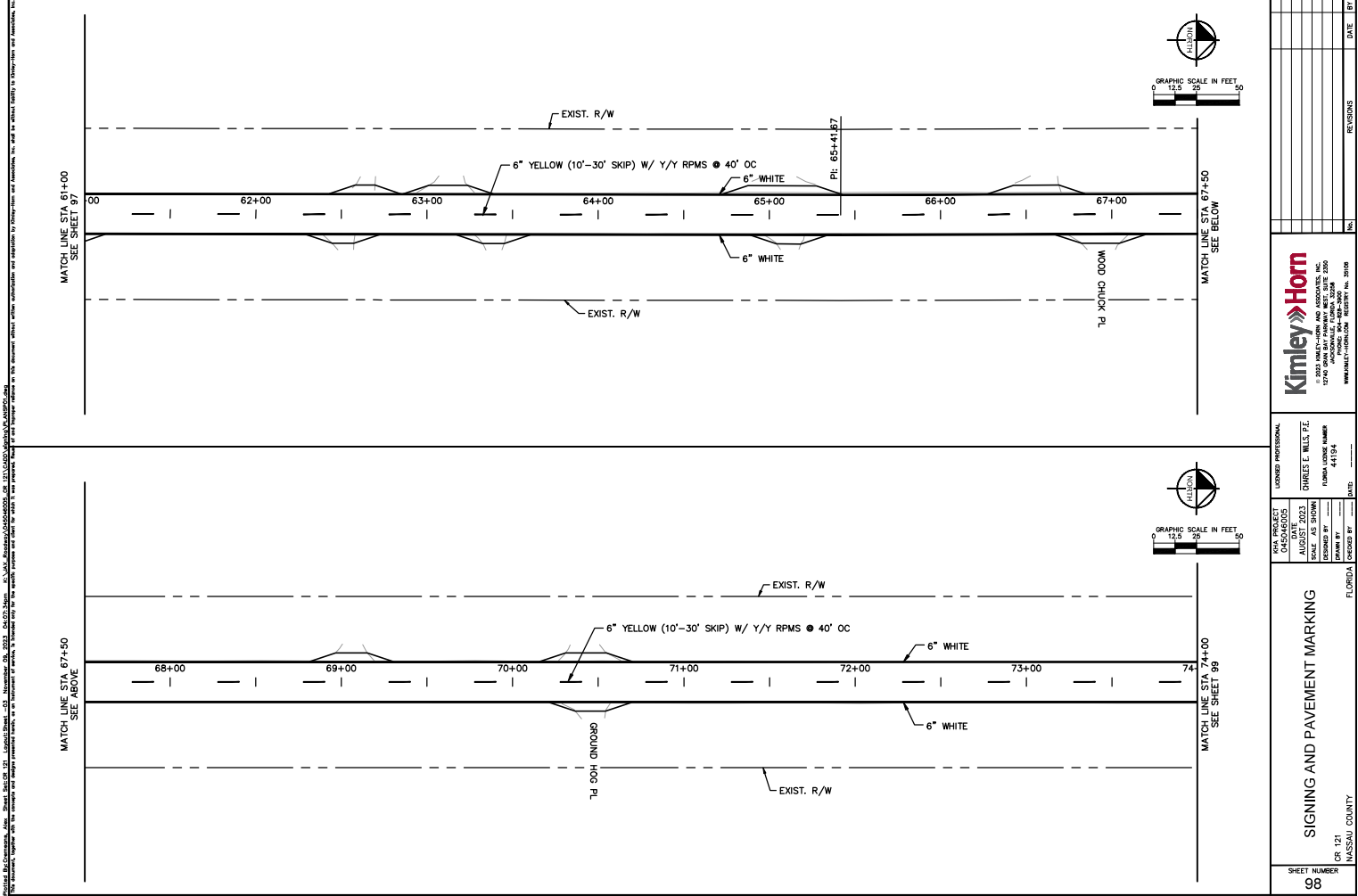
SHEET NUMBER	95	CROSS SECTION	DATE PROJECT 04-04-0005 SCALE AS SHOWN AUGUST 2003 DESIGNED BY DRAWN BY CHECKED BY	LONDON PROFESSIONAL CHARLES E. WILKS, P.E. FUNDUS LOOSESE NUMBER 44124	 Kimley-Horn 2023 EAST PARKWAY AND ASSOCIATES, INC. 12740 GARDEN PARKWAY, SUITE 1200 FORT WORTH, TEXAS 76132 PHONE: 817-423-7200 FAX: 817-423-7201 WWW.KIMLEY-HORN.COM	DATE BY CHECKED BY IN CHARGE

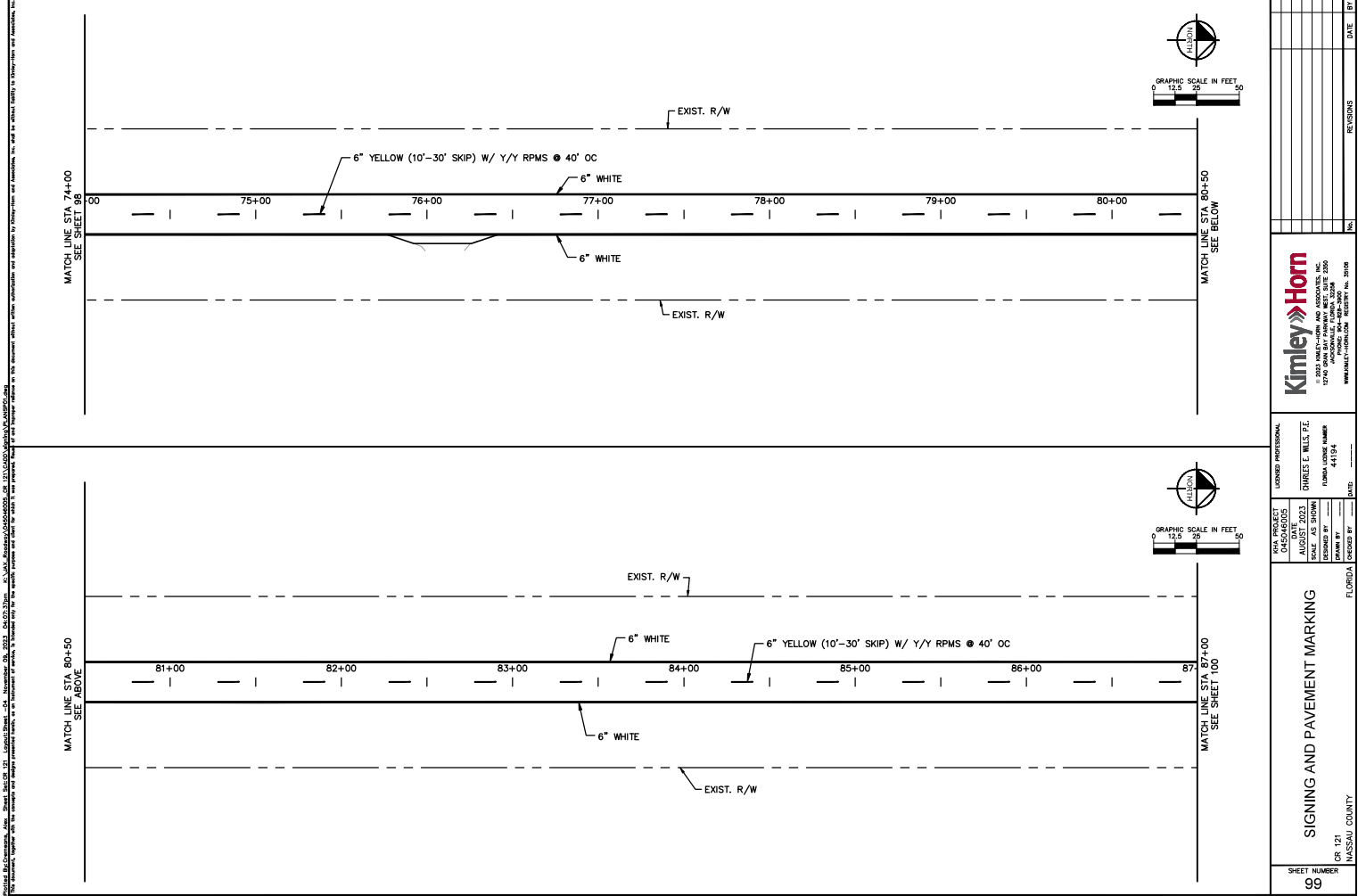


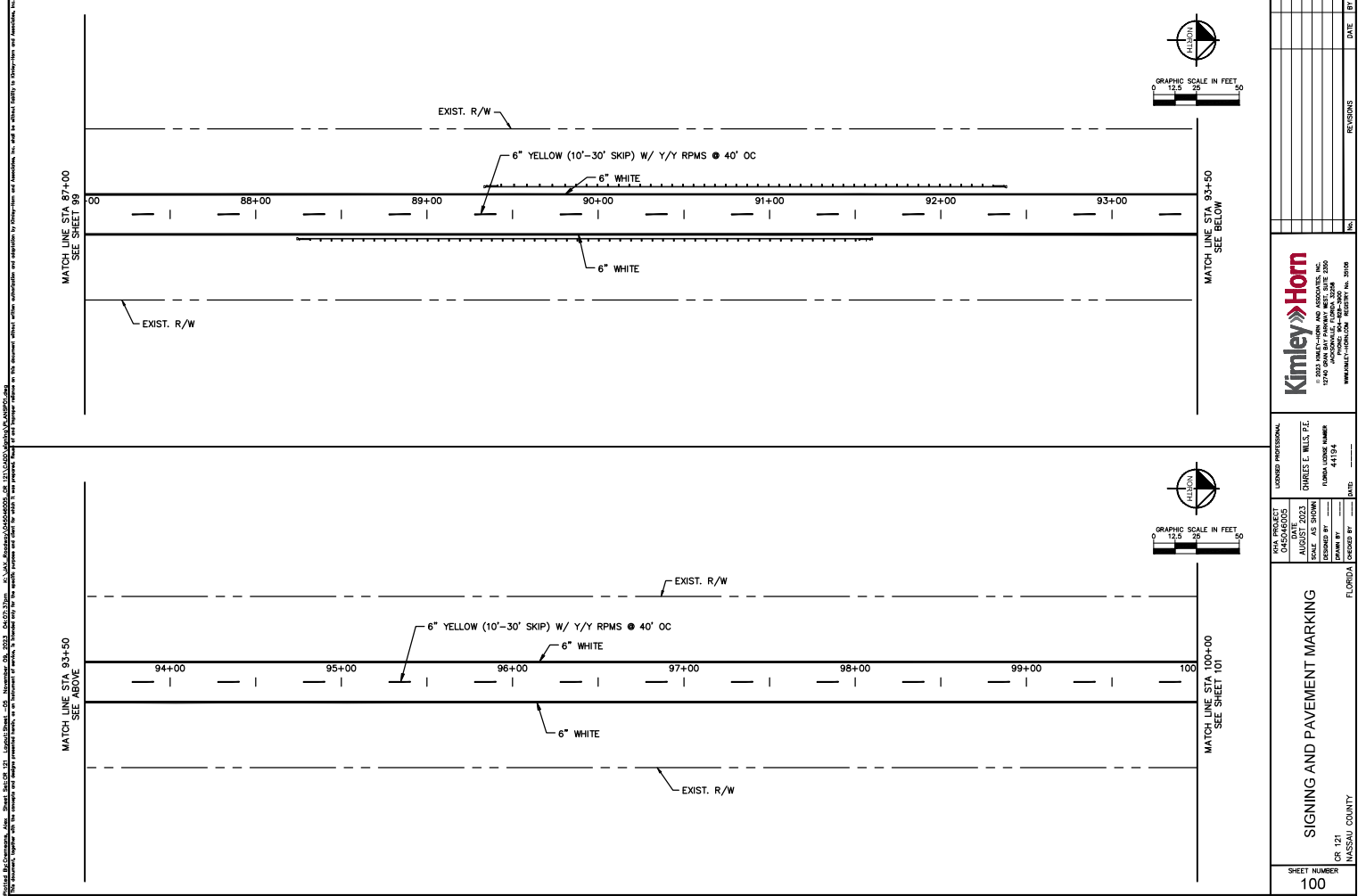
SHEET NUMBER	SIGNING AND PAVEMENT MARKING	OR 121 NASSAU COUNTY	FOR PROJECT UNAPPROVED DATE AUGUST 2023 SCALE: AS SHOWN DESIGNED BY DRAWN BY CHECKED BY FLORIDA	LICENSED PROFESSIONAL CHARLES E. WILLS, P.E. FLSLIC 14086 FLSLIC LICENSE NUMBER 44194	 KIMLEY-HORN AND ASSOCIATES, INC. 12745 GORE BAY PARKWAY, WEST, SUITE 2350 DALLAS, TEXAS 75244 PHONE: 972-431-2200 WWW.KIMLEY-HORN.COM REGISTRY No. 25108	No.	REVISIONS	DATE	BY



SHEET NUMBER	OR 121 NASSAU COUNTY	SIGNING AND PAVEMENT MARKING	FLORIDA	FOR PROJECT DASHWOODS	LICENSED PROFESSIONAL	 Kimley-Horn KIMLEY-HORN AND ASSOCIATES, INC. 2003 IMCT-HORN AND ASSOCIATES, INC. 12740 GOLF BAY PARKWAY WEST, SUITE 2350 MIAMI, FLORIDA 33196 PHONE: 305-424-2000 WWW.KIMLEY-HORN.COM REGISTRY NO. 2509	NO. REVISIONS DATE BY
				DATE AUGUST 2023	CHARLES E. WILS, P.E.		
				SCALE AS SHOWN	LICENSEE NUMBER		
				DESIGNED BY	44194		
				DRAWN BY			
				CHECKED BY			
				DATE			

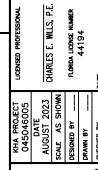
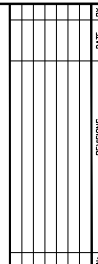


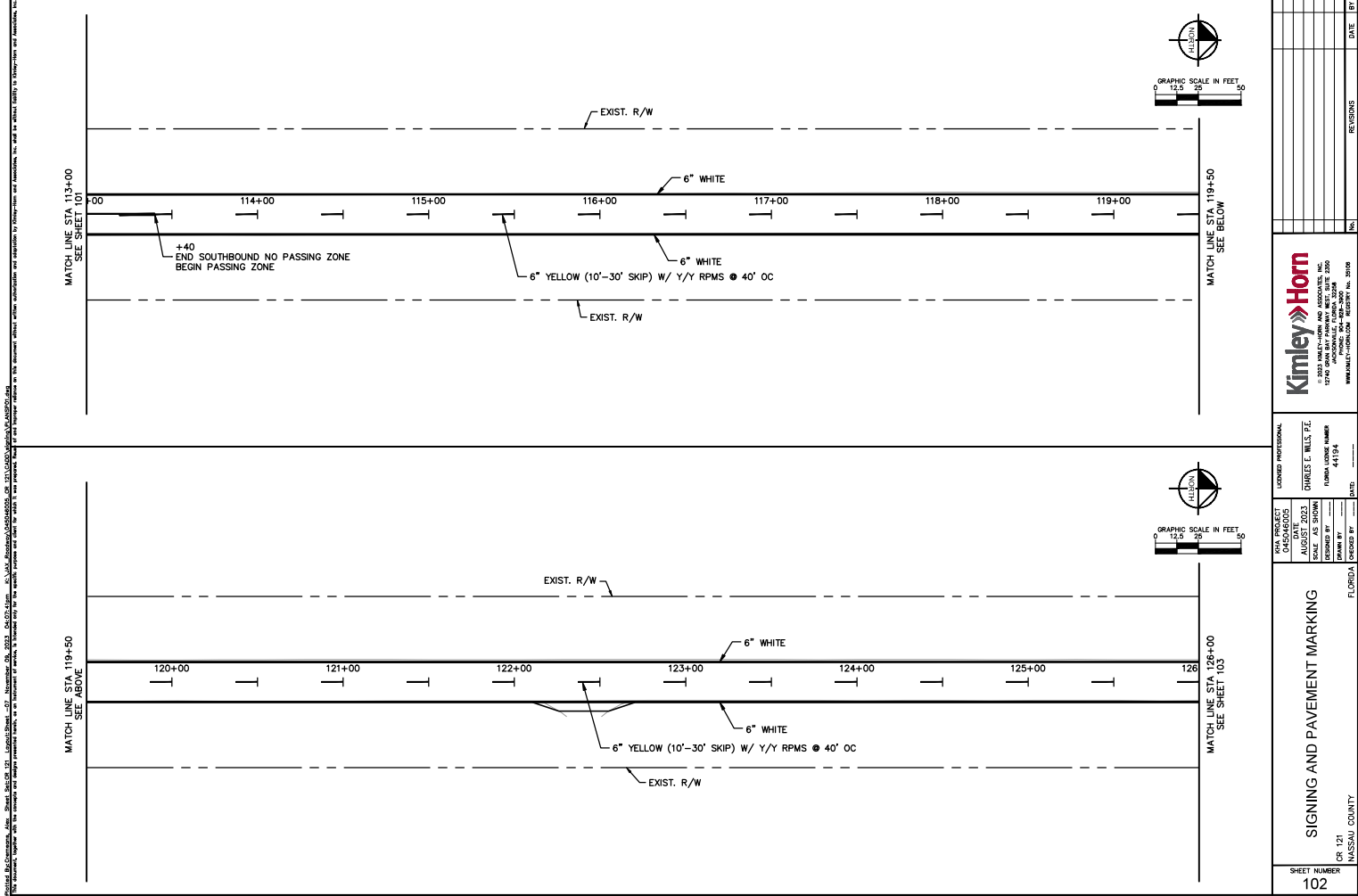


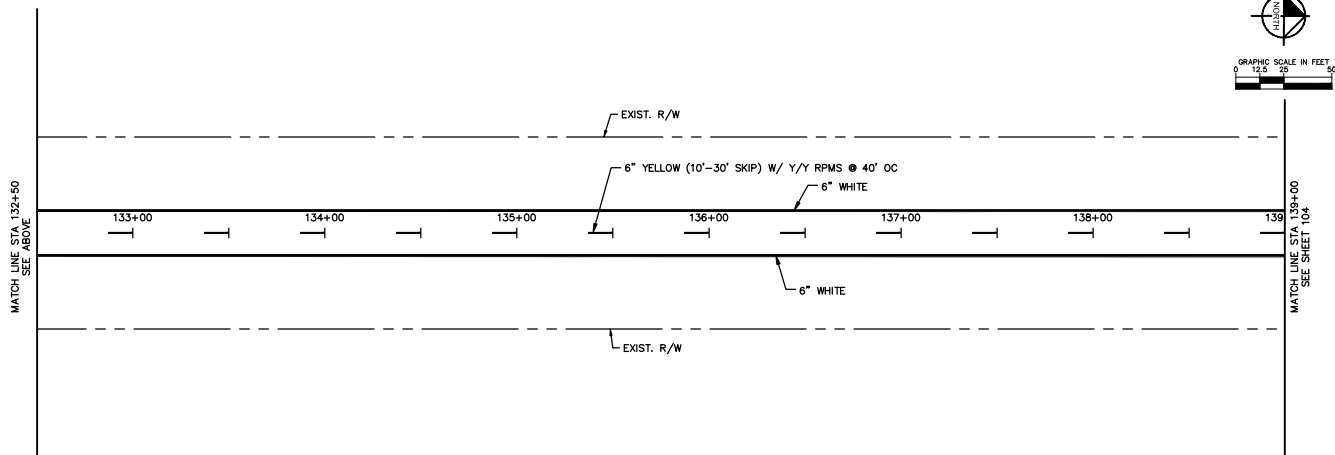



Kimley-Horn and Associates, Inc. 3030 Kimley-Horn Drive, Suite 200, Raleigh, NC 27604-1200, (919) 876-1000, www.kimley-horn.com
This document, together with the contract and any other documents or specifications, shall be read in conjunction with the contract documents and specifications. It shall be the responsibility of the contractor to verify the accuracy of the information provided herein.

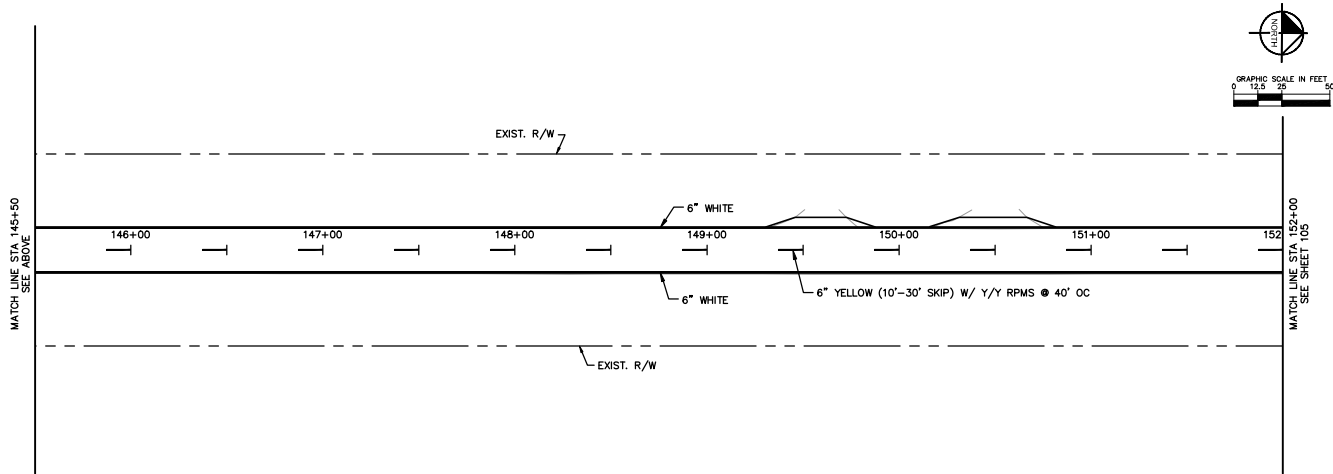
SHEET NUMBER 100		CR 121 DUSSEIN COUNTY, FLORIDA		SIGNED PROFESSIONAL CHARLES E. WILKS, P.E. AUGUST 2023 SCALE: AS SHOWN DRAWN BY: J. J. SHIMM CHECKED BY: J. J. SHIMM DATE: 8/1/23		REVISIONS		DATE	BY
PROJECT 0450040005		SIGNED PROFESSIONAL CHARLES E. WILKS, P.E. AUGUST 2023 SCALE: AS SHOWN DRAWN BY: J. J. SHIMM CHECKED BY: J. J. SHIMM DATE: 8/1/23		SIGNED PROFESSIONAL CHARLES E. WILKS, P.E. AUGUST 2023 SCALE: AS SHOWN DRAWN BY: J. J. SHIMM CHECKED BY: J. J. SHIMM DATE: 8/1/23		REVISIONS		DATE	BY



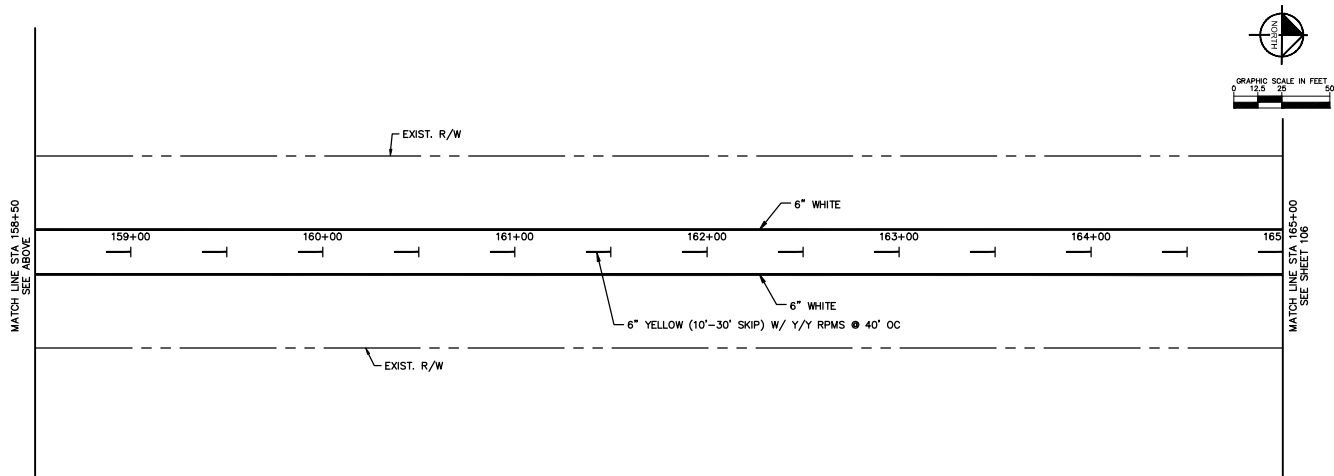


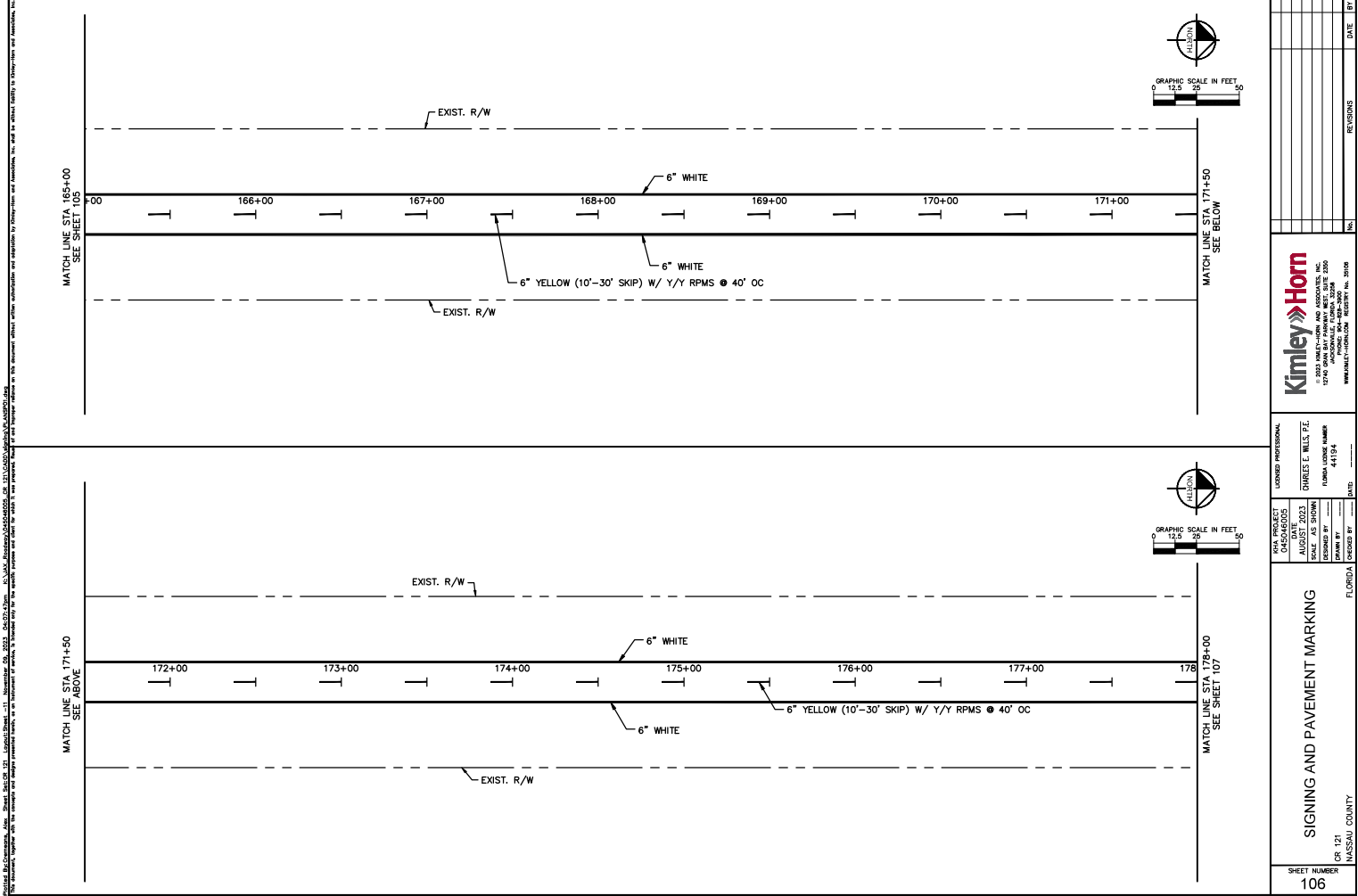


SHEET NUMBER	103	SIGNING AND PAVEMENT MARKING	DATE PROJECT 04/04/2005	OWNER PROFESSIONAL CHARLES E. WILLS, P.E. AUGUST 2003 SHALE & SONS DESIGNED BY DRAWN BY CHECKED BY	 Kimley-Horn 3833 MULTNOMAH AND ASSOCIATES, INC. 12745 SHAW BLVD. PORTLAND, OR 97227 PHONE: 503-283-3000 FAX: 503-283-3001 WWW.KIMLEY-HORN.COM	PROJECT NUMBER 04-000005 SHEET NO. 103 OF 103

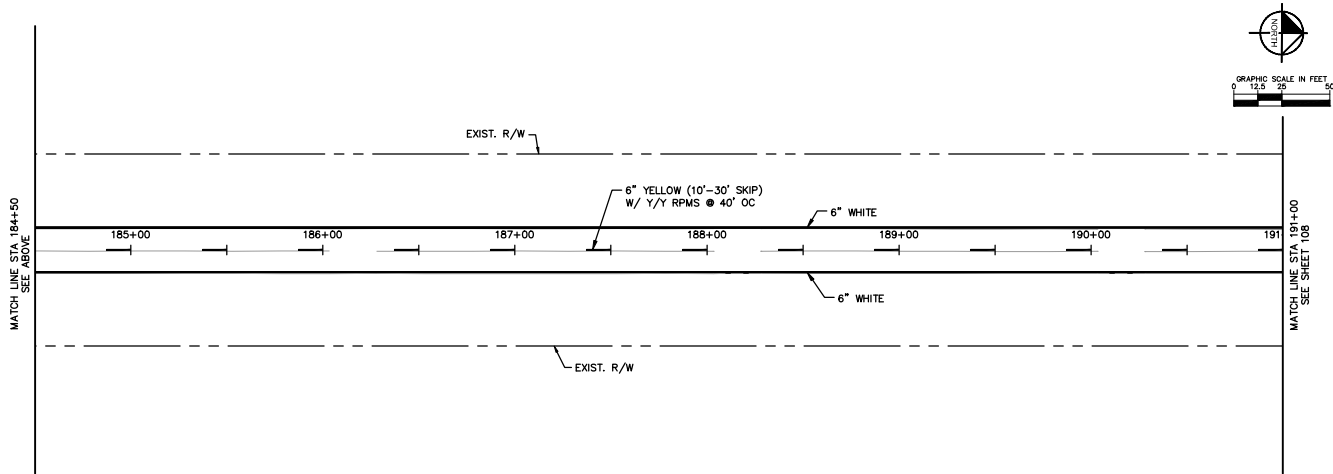


SHEET NUMBER		104	
SIGNING AND PAVEMENT MARKING		FLORIDA	
OR 121		NASSAU COUNTY	
DATE PREPARED	04/26/2023	LICENSED PROFESSIONAL	
DATE	AUGUST 2023	CHARLES E. WILLS, P.E.	
SCALE	AS SHOWN		
DESIGNED BY		FUNDING LICENSE NUMBER	
DRAWN BY		44154	
DESIGNED BY		DATE	
KIMLEY-HORN		KIMLEY-HORN REGISTRY NO. 2016	
2023 KIMLEY-HORN AND ASSOCIATES, INC. 12745 GUNN BLVD PARKWAY WEST, SUITE 2350 FORT MYERS, FL 33907 PHONE: 888-442-2000 WWW.KIMLEY-HORN.COM		REVISIONS DATE BY	

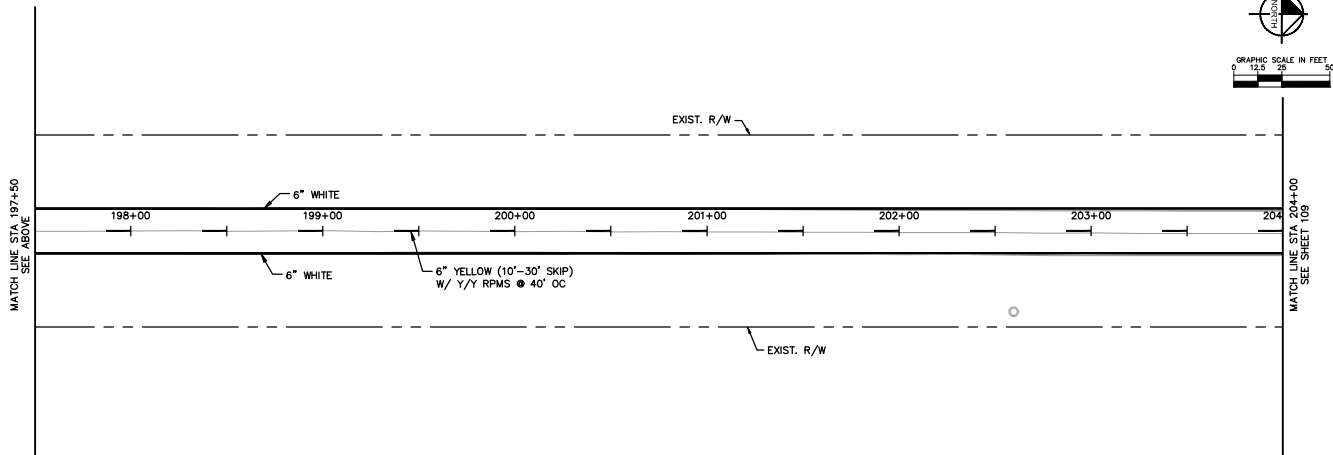
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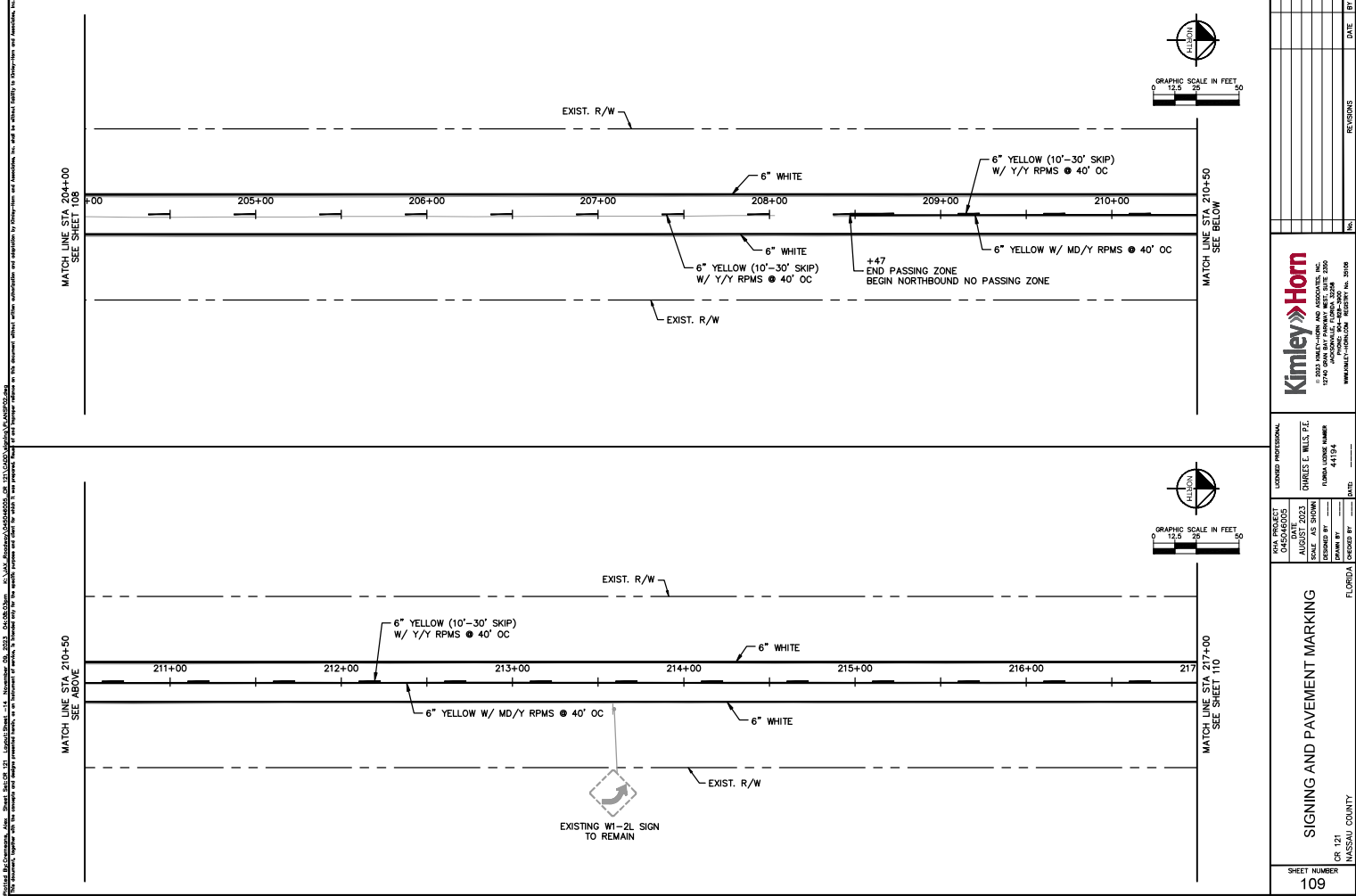
Kimley-Horn, Inc. 30109, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

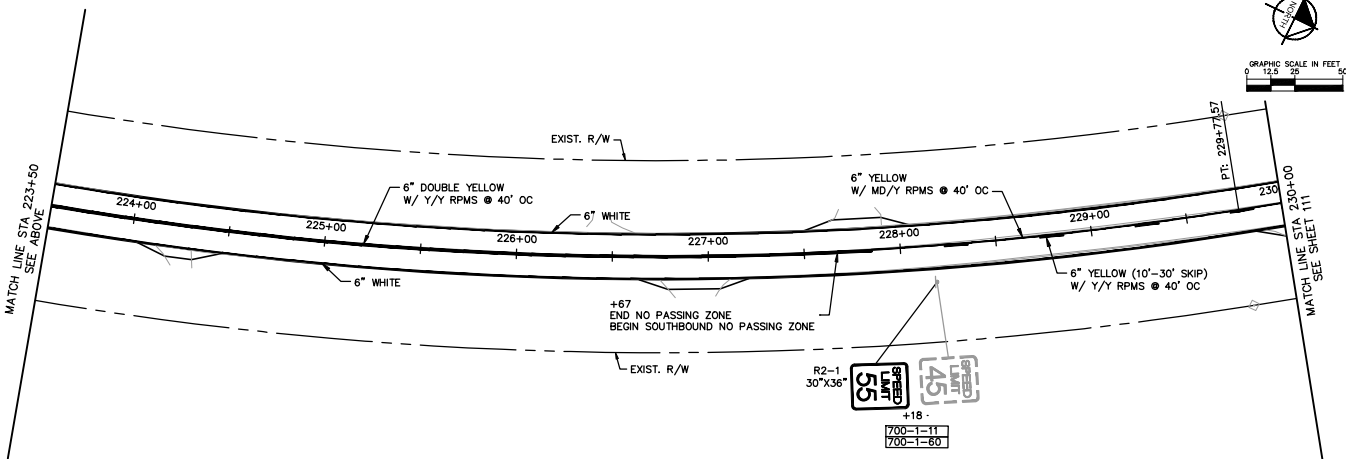



SHEET NUMBER 107	SIGNING AND PAVEMENT MARKING	DATE PROJECT 04/04/2025	JOB/PROJECT AUGUST 2023	OWNER CHARLES E. WILLY, P.E.	DESIGNED BY JAMES L. LUDWIG	DRAWN BY 4/1/25	KIMLEY-HORN & ASSOCIATES, INC. 12745 SHAR BLVD. PHOENIX, AZ 85026 PH: 602.998.7300 FAX: 602.998.7307 WWW.KIMLEY-HORN.COM	KIMLEY-HORN & ASSOCIATES, INC. 12745 SHAR BLVD. PHOENIX, AZ 85026 PH: 602.998.7300 FAX: 602.998.7307 WWW.KIMLEY-HORN.COM	DATE 4/1/25	BY JL	CHECKED JL	APPROVED JL	SCALE AS SHOWN	PROJECT AUGUST 2023	SHEET 107

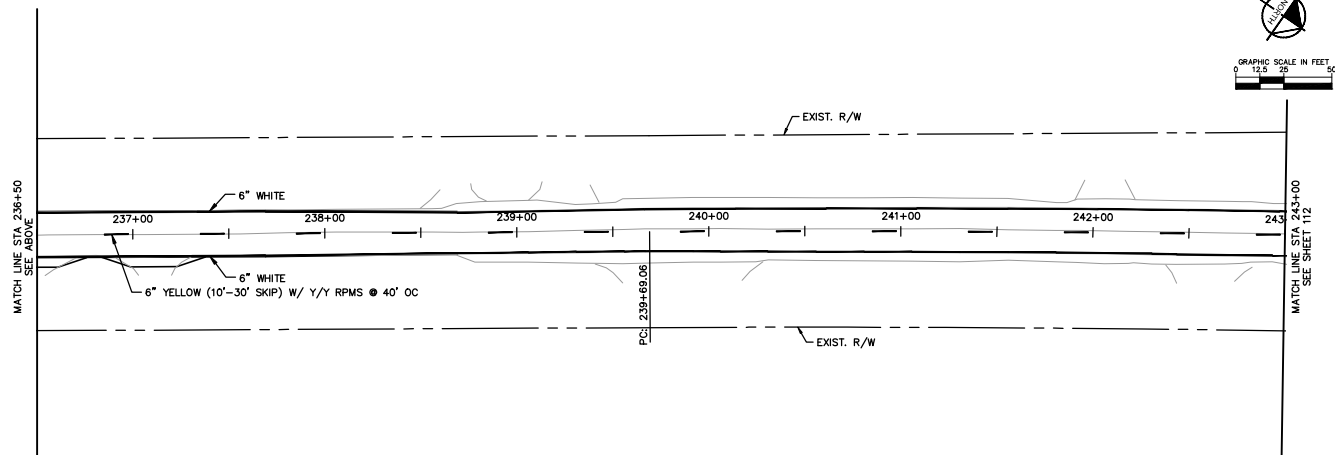



SHEET NUMBER		108	
SIGNING AND PAVEMENT MARKING		OR 121 NASSAU COUNTY	
FOR PROJECT DRAWINGS	DATE	DESIGNED BY	DRAWN BY
DAVIDSON	AUGUST 2023	SCALE: AS SHOWN	FLORIDA
LICENSED PROFESSIONAL		DATE	
CHARLES E. WILS, P.E.		44194	
2023 IMCT-HORN AND ASSOCIATES, INC. 12740 GRAY BAY PARKWAY WEST, SUITE 2350 FORT MYERS, FL 33907 PHONE: 888-424-2000 WWW.IMCT-HORN.COM REGISTRY No. 2508		KIMLEY-HORN	
NO. _____		DATE _____ BY _____	

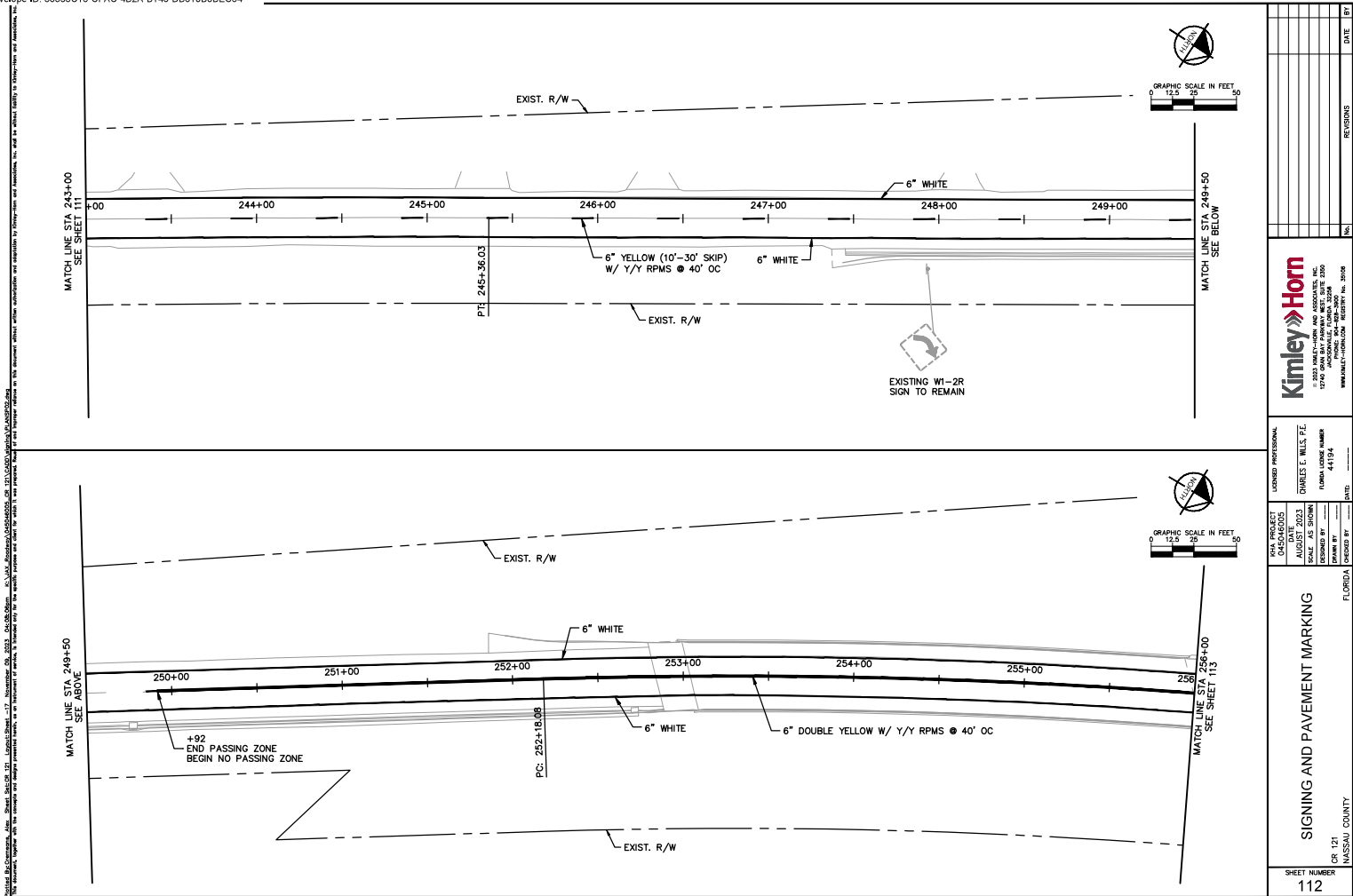




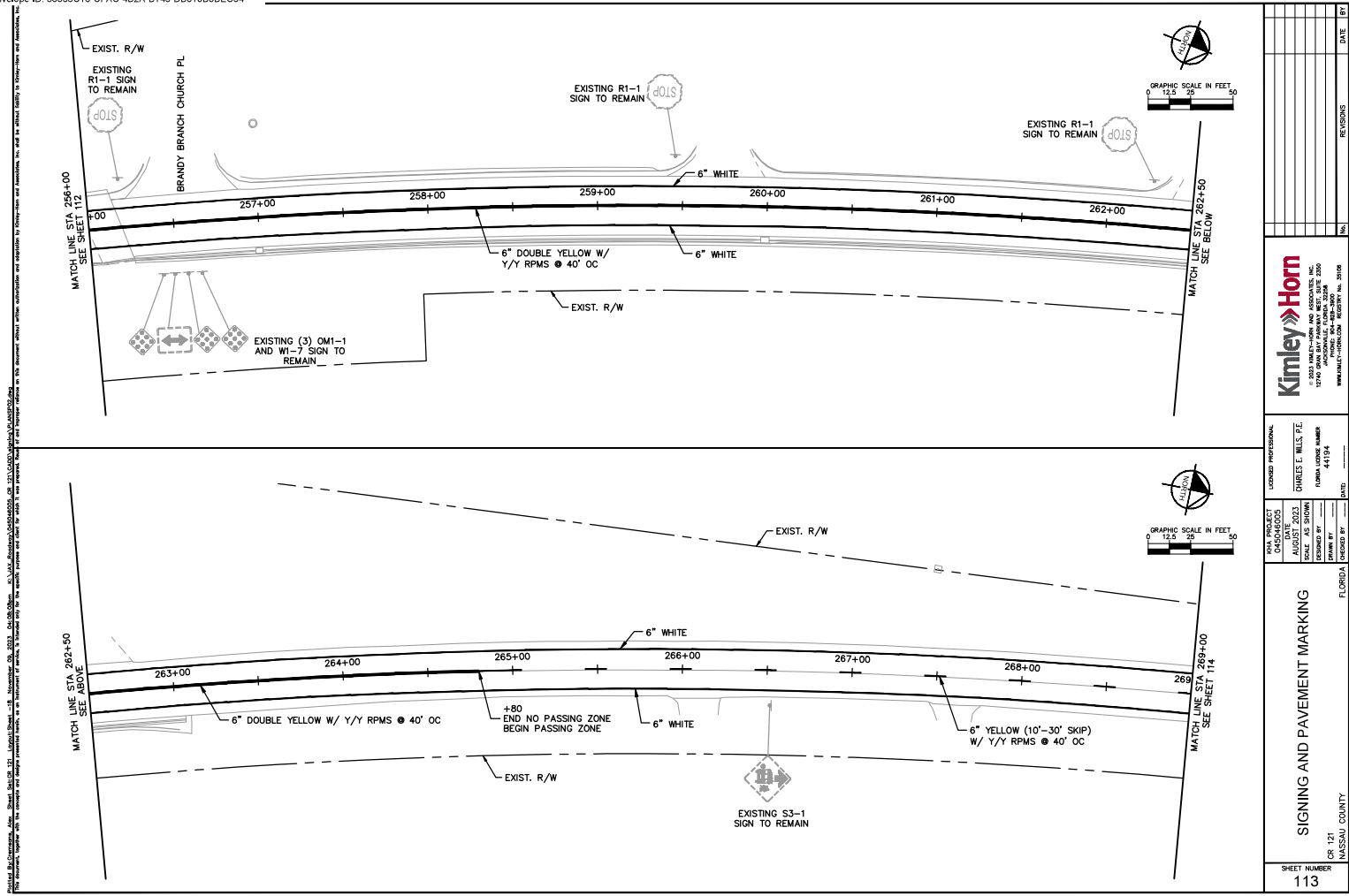
SHEET NUMBER	SIGNING AND PAVEMENT MARKING	DATE PROJECT 04/04/2025	OWNER PROFESSIONAL CHARLES E. WILLS, P.E. HUNTER LORRIS NUMBER 447194	 Kimley-Horn 3833 MULTIMEDIA AND ACCOUNTS, INC. 12710 SHILOH RD. #1000, SUITE 2300 FARMINGTON, CT 06030 PHONE: 860-429-3500 FAX: 860-429-3501 WWW.KIMLEY-HORN.COM	DATE PROJECT NO.	DATE PROJECT NO.
110						



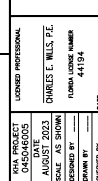
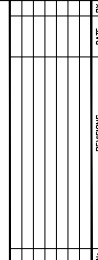
SHEET NUMBER 111	SIGNING AND PAVEMENT MARKING	DATE PROJECT 04/04/2023	OWNER PROFESSIONAL CHARLES E. WILLS, P.E. HUNTS LODGE NUMBER 47174	 Kimley-Horn 3833 MULTNOMAH AND ASSOCIATES, INC. 12710 SHAW BLVD. PORTLAND, OR 97227 PHONE: 503-282-3000 FAX: 503-282-3001 WWW.KIMLEY-HORN.COM	PROJECT NUMBER 2300 DRAWING NO. 2308

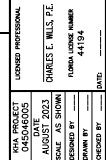
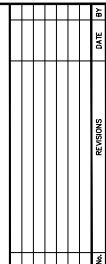


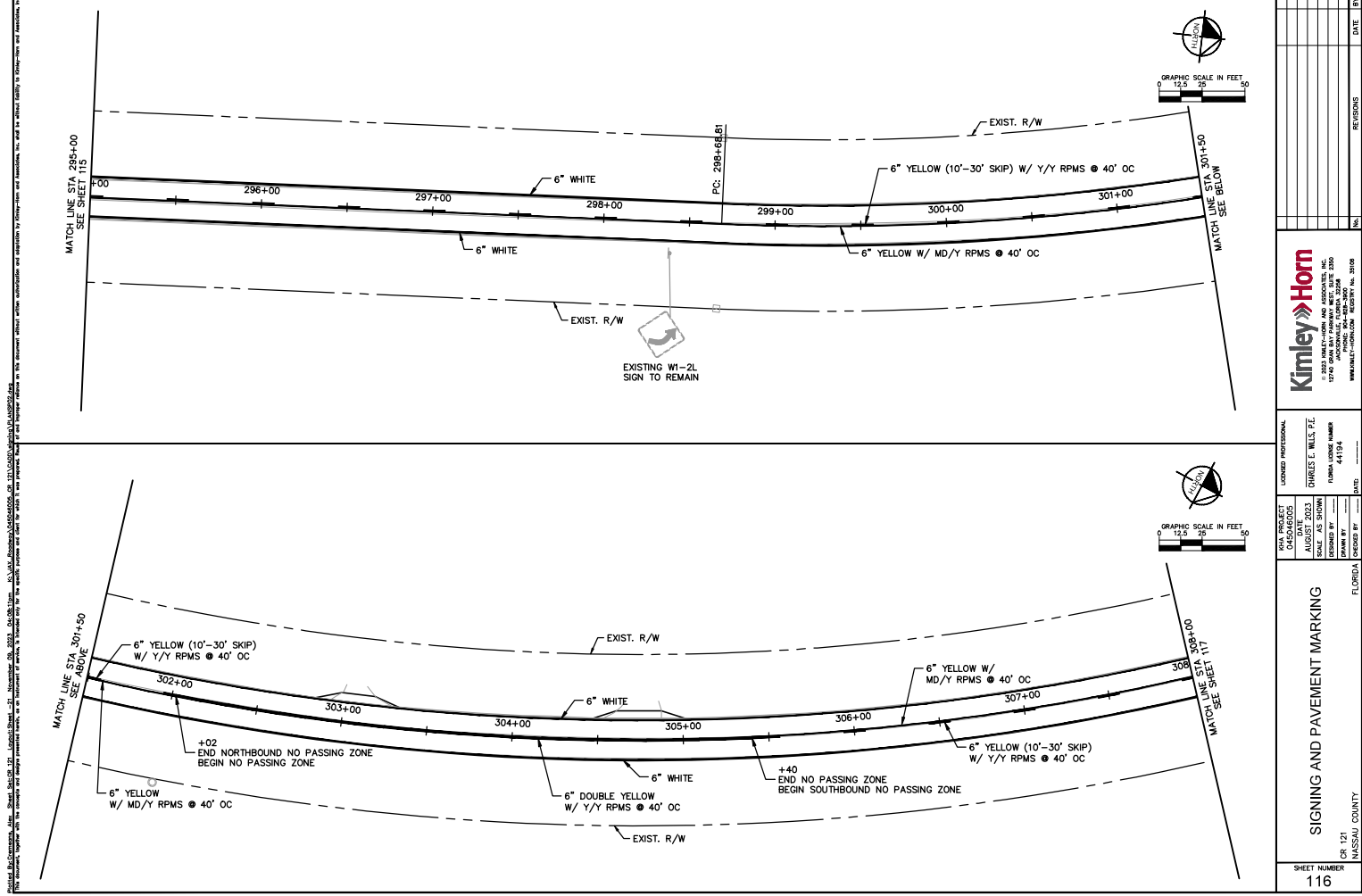
SHEET NUMBER		112
CR 121		US30N COUNTY
FLORIDA		
SIGNING AND PAVEMENT MARKING		
PROJECT		045046005
DATE		08/01/2023
DRAWN BY		CHARLES E. WELLS, P.E.
CHECKED BY		AS SHOWN
SCALE		AS SHOWN
PROJECT NUMBER		17745 GRANDWAY AVENUE, SUITE 200
HOUSTON, TEXAS 77058		281.419.9191
WWW.KIMLEY-HORN.COM		REGISTRATION NO. 35098
KIMLEY-HORN		
REVISIONS		
DATE	BY	



SHEET NUMBER		113
CR 121		FLORIDA
SIGNING AND PAVEMENT MARKING		
PROJECT		045046005
DESIGNED BY		CHARLES E. WILKS, P.E.
CHECKED BY		CHARLES E. WILKS, P.E.
DATE		AUGUST 2023
SCALE		AS SHOWN
DRAWN BY		FLORIDA LICENSE NUMBER
DATE		12/15/2023
PROJECT NO.		045046005
SHEET NO.		113
TOTAL SHEETS		113
REVISIONS		
DATE		
BY		
KIMLEY-HORN		
2023 KIMLEY-HORN AND ASSOCIATES, INC.		
17745 GRAPEVINE AVENUE, SUITE 200		
DALLAS, TEXAS 75244		
WWW.KIMLEY-HORN.COM		

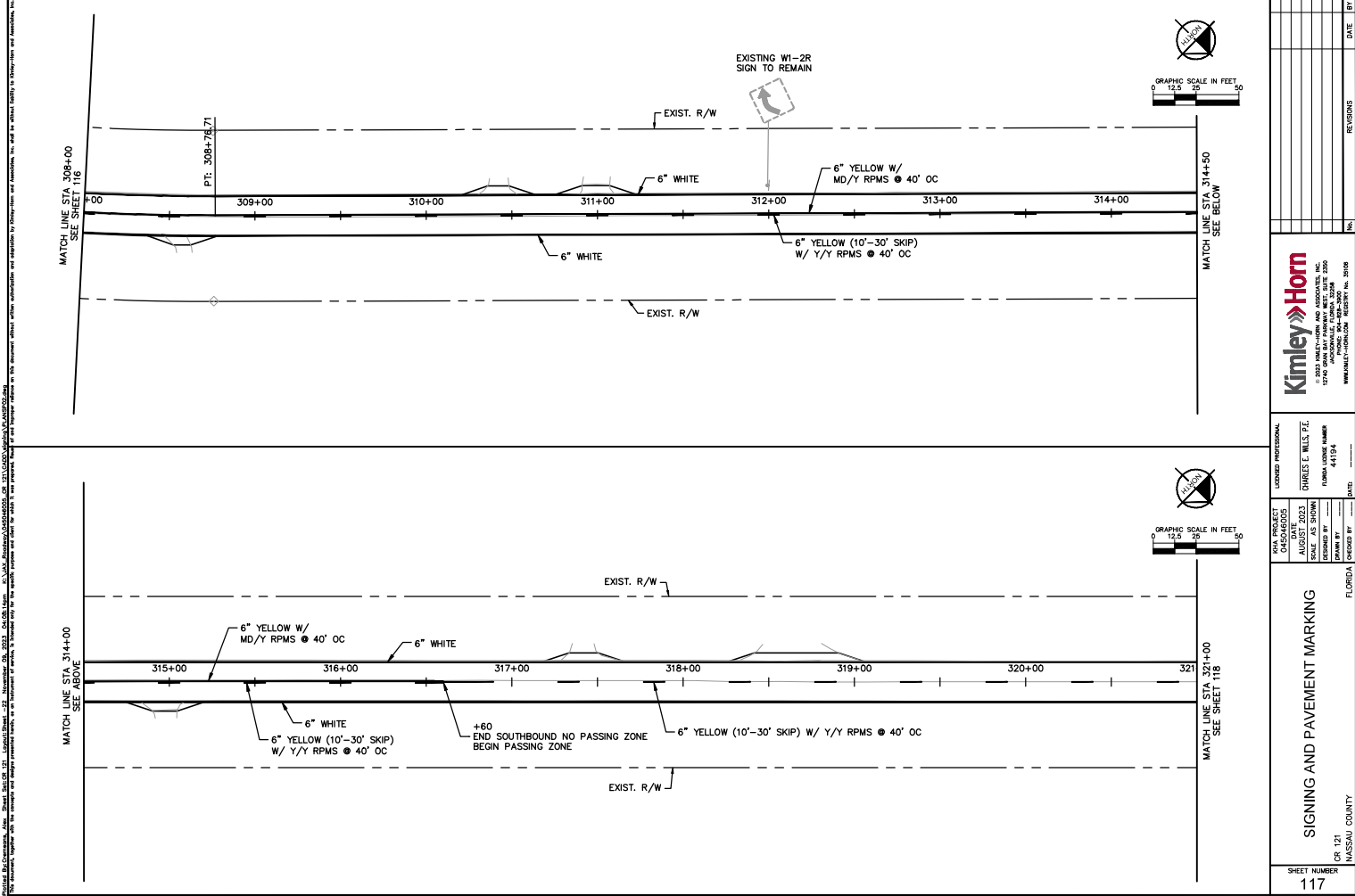


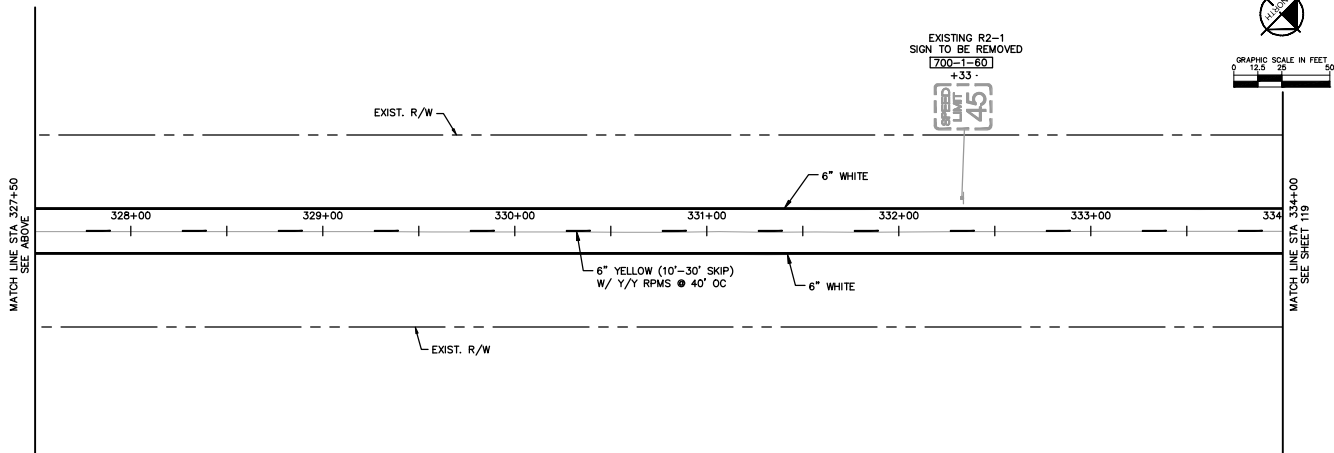





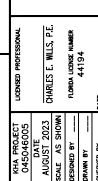
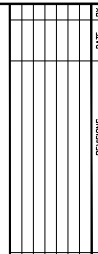
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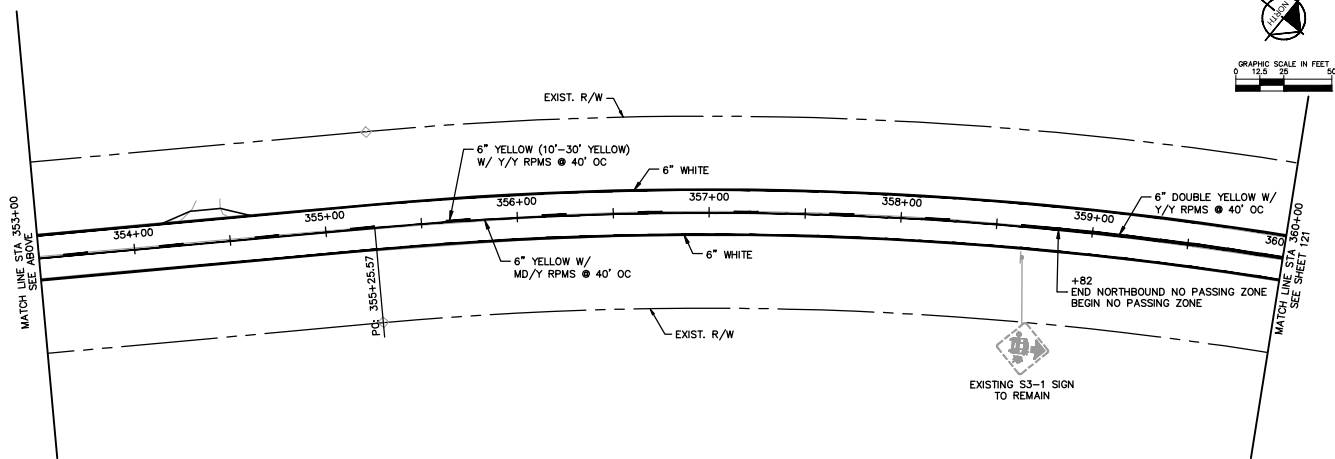
PROJECT		SHEET		DATE	
045046005		116		AUGUST 2023	
DRAWN BY		CHECKED BY		APPROVED BY	
C. WILKS, P.E.		C. WILKS, P.E.		C. WILKS, P.E.	
SCALE: AS SHOWN		SCALE: AS SHOWN		SCALE: AS SHOWN	
PROJECT NUMBER		PROJECT NUMBER		PROJECT NUMBER	
17745		17745		17745	
SHEET NUMBER		SHEET NUMBER		SHEET NUMBER	
116		116		116	
FUSION COUNTY		FUSION COUNTY		FUSION COUNTY	
FLORIDA		FLORIDA		FLORIDA	
SIGNED AND PAVEMENT MARKING		SIGNED AND PAVEMENT MARKING		SIGNED AND PAVEMENT MARKING	
CR 121		CR 121		CR 121	
KIMLEY-HORN AND ASSOCIATES, INC.		KIMLEY-HORN AND ASSOCIATES, INC.		KIMLEY-HORN AND ASSOCIATES, INC.	
17745		17745		17745	
WWW.KIMLEY-HORN.COM		WWW.KIMLEY-HORN.COM		WWW.KIMLEY-HORN.COM	




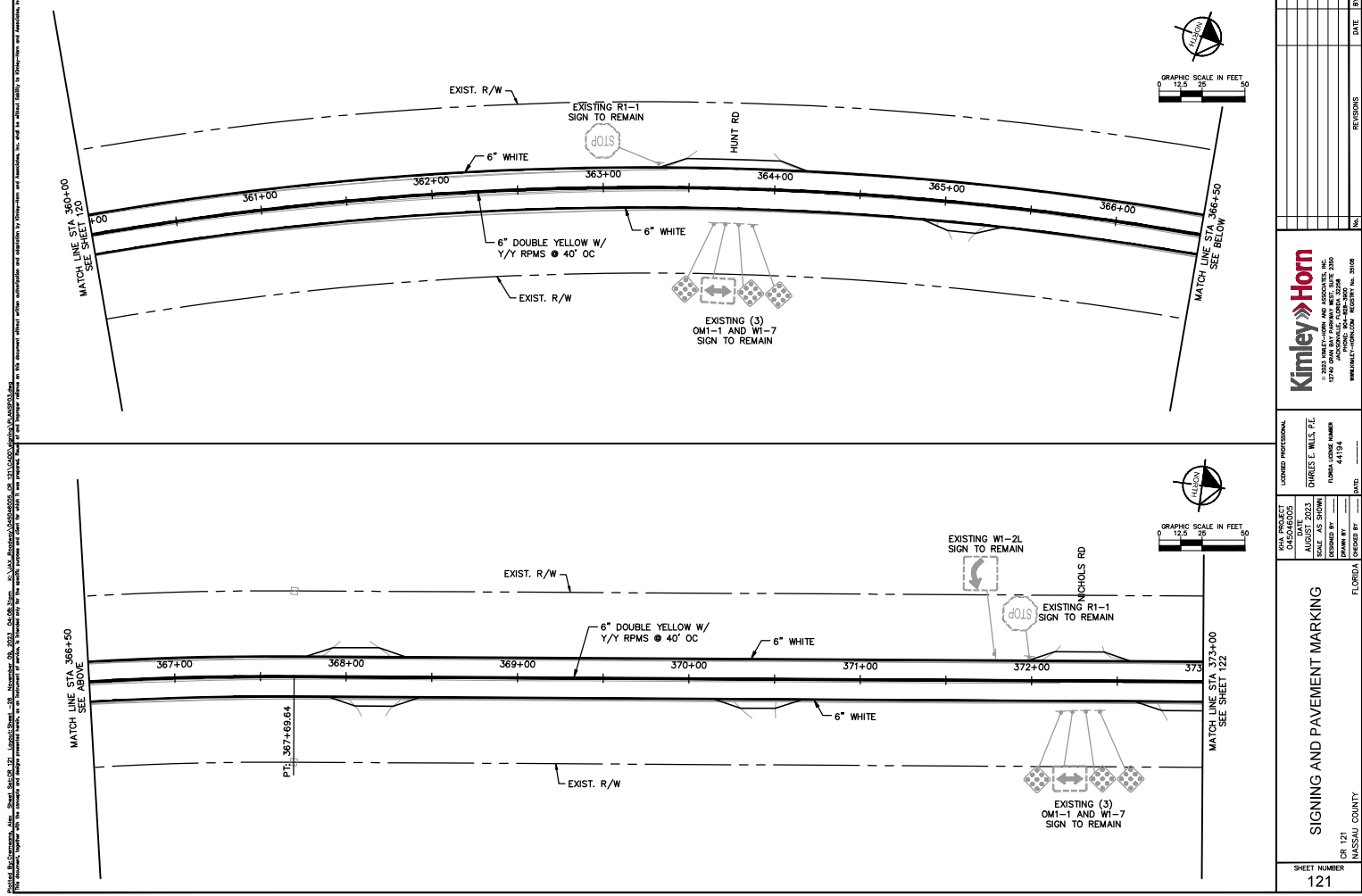


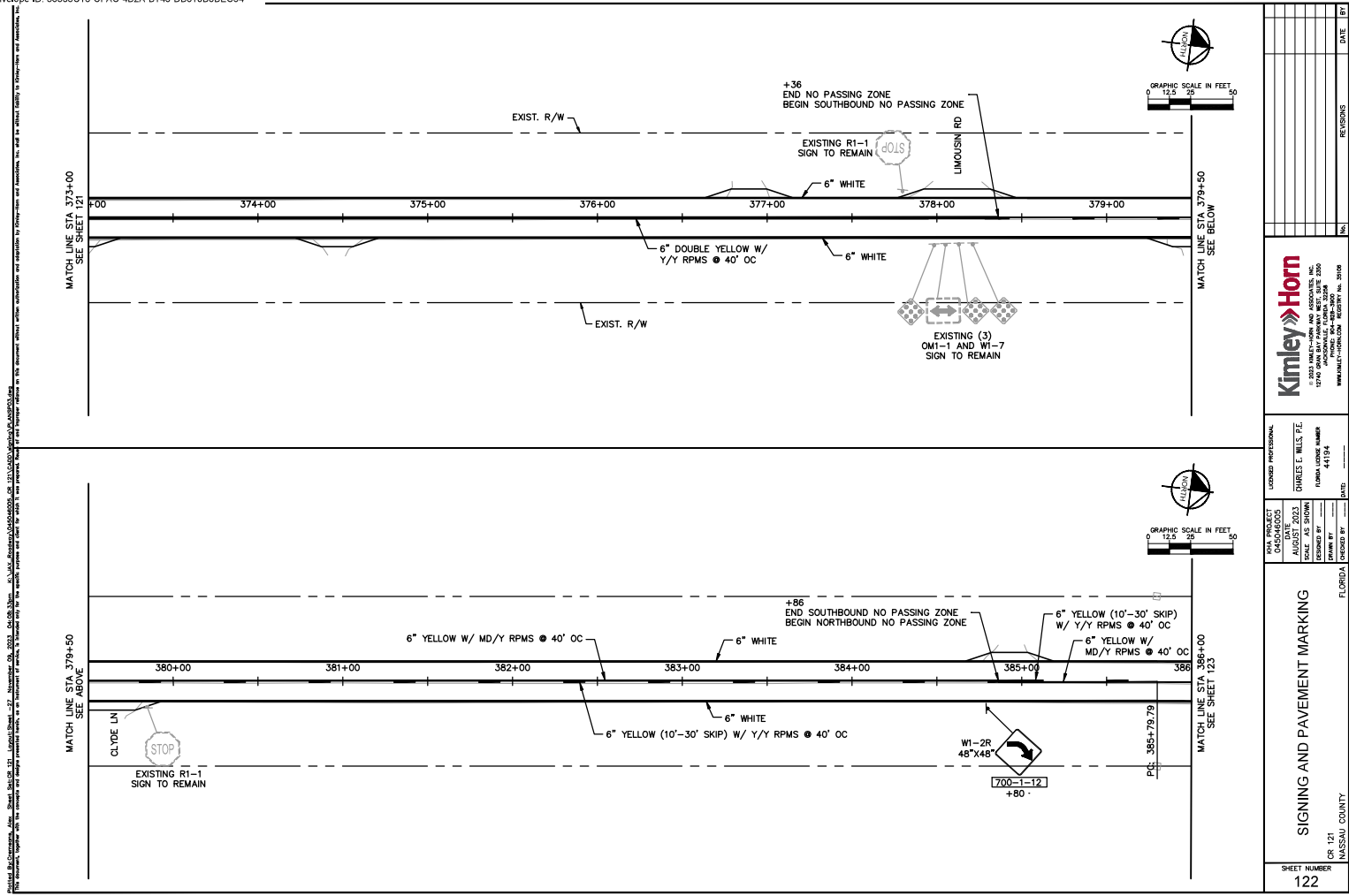
SHEET NUMBER	118	SIGNING AND PAVEMENT MARKING	OR 121	FLORIDA	DESIGNED BY	DRAWN BY	CHECKED BY	DATE	BY	REVISIONS	DATE	BY	 Kimley-Horn 2023 UNITED-HORN AND ASSOCIATES, INC. 12745 GRAY BAY PARKWAY WEST, SUITE 2350 FORT MYERS, FLORIDA 33907 PHONE: 888-442-2900 WWW.KIMLEY-HORN.COM REGISTRY NO. 20106
DATE SUBMITTED 04/30/2023		LICENSED PROFESSIONAL CHARLES E. WILLS, P.E.		DATE AUGUST 2023		SCALE AS SHOWN		FUNDING AGENCY FLORIDA LEGISLATIVE		PROJECT NO. 441594		DATE 08/01/2023	



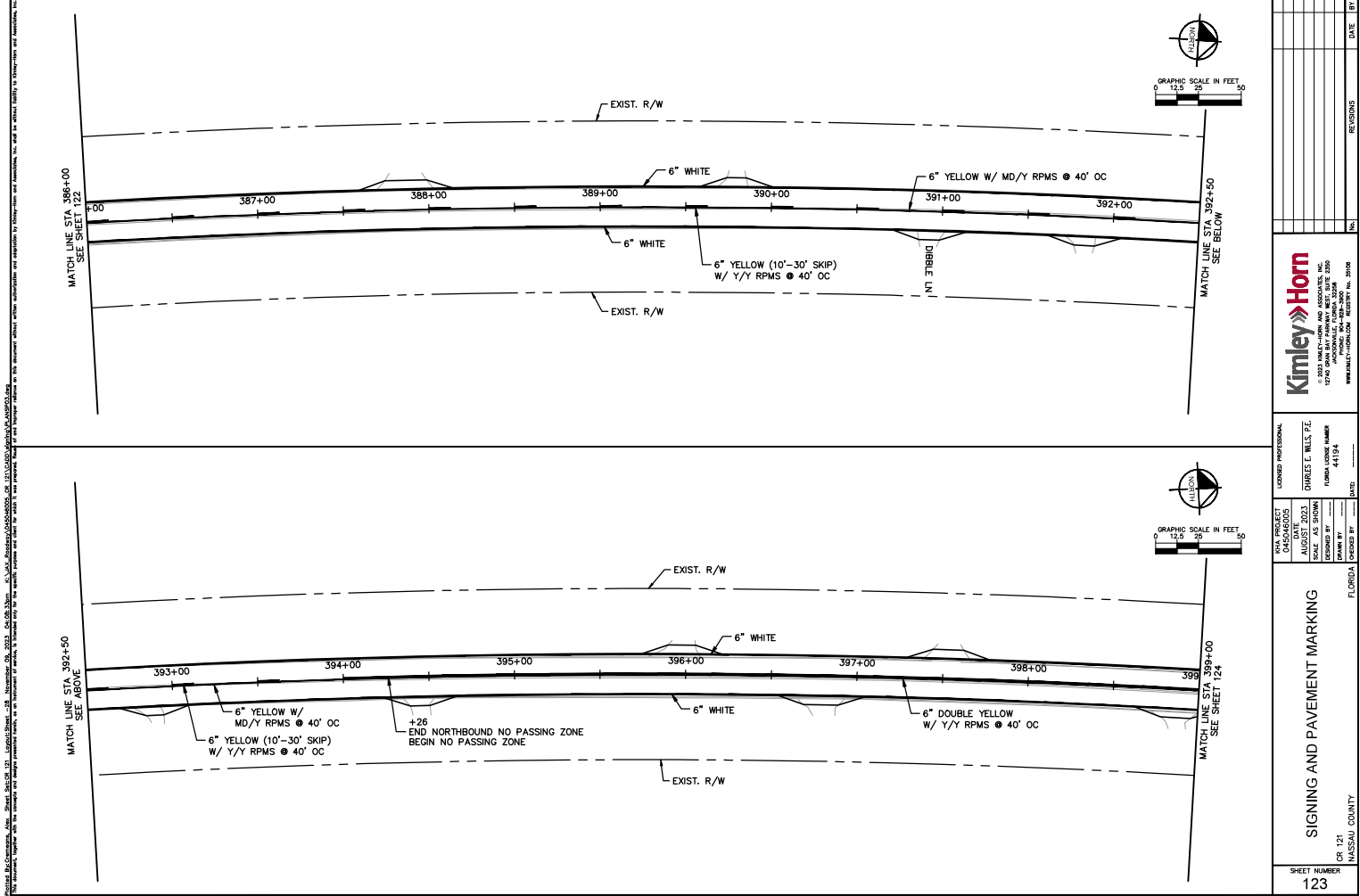


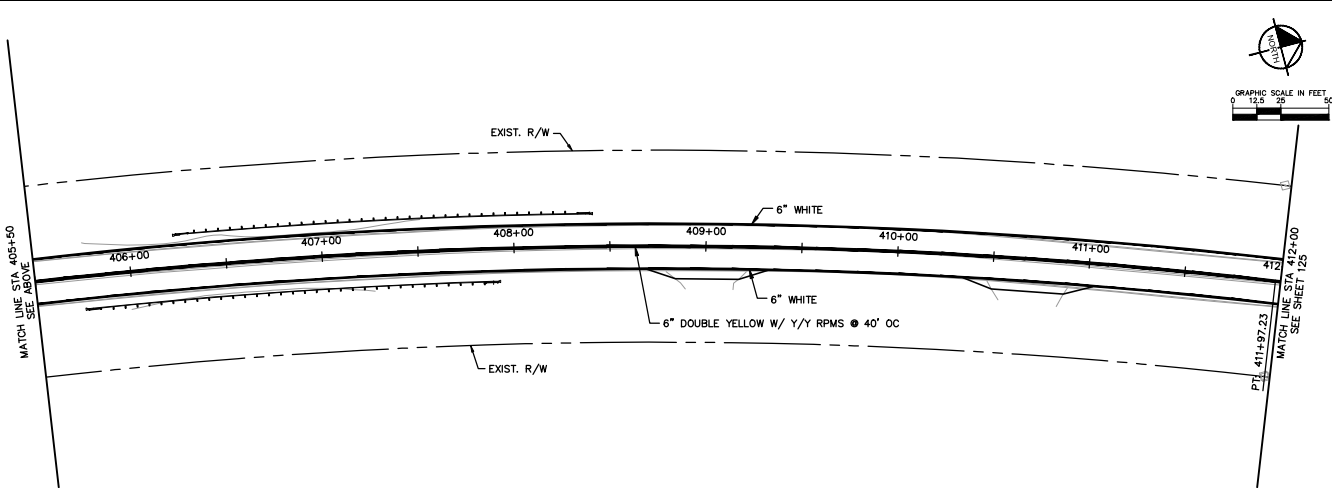
SHEET NUMBER 120	SIGNING AND PAVEMENT MARKING	DATE PROJECT 04/04/2025	OWNER PROFESSIONAL CHARLES E. WILLS, P.E. HUNTS LODGE NUMBER 447154	 Kimley-Horn 3833 MULTIMEDIA AND ACCOUNTS, INC. 12745 SHILOH RD. #1000, SUITE 2300 FARMINGTON, CT 06030 PHONE: 860-292-3000 FAX: 860-292-3001 WWW.KIMLEY-HORN.COM	PROJECT NUMBER 24-0001 SHEET NO. 120




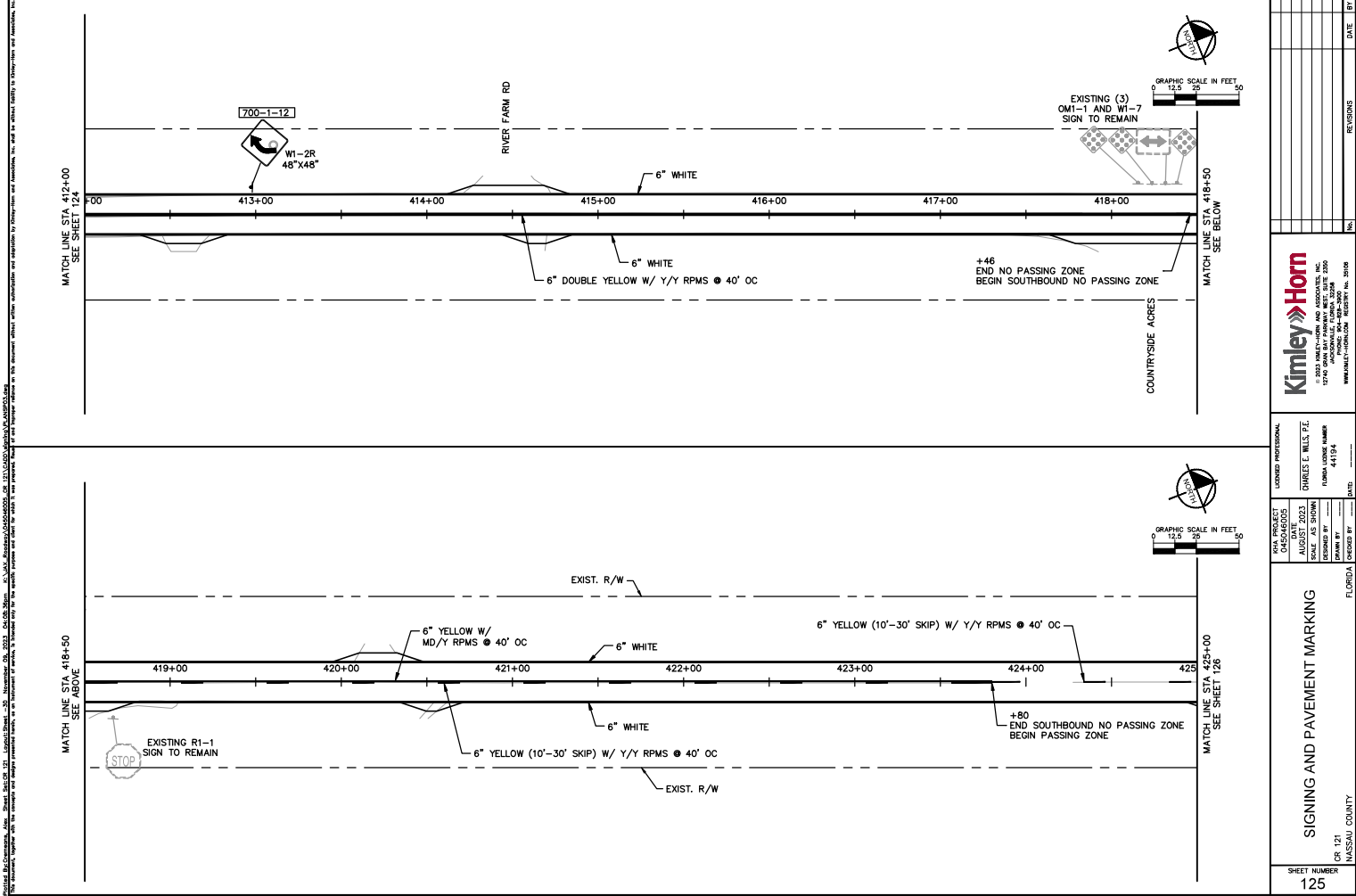


SHEET NUMBER 122		CR 121 FLORIDA COUNTY		SIGNED PROFESSIONAL CHARLES E. WILKS, P.E. AUGUST 2023 SCALE: AS SHOWN DRAWN BY: J. S. SHIMM CHECKED BY: J. S. SHIMM DATE: 8/1/23 PROJECT NO.: 2023-0001 SHEET NO.: 122		REVISIONS	DATE
SIGNED PROFESSIONAL CHARLES E. WILKS, P.E. AUGUST 2023 SCALE: AS SHOWN DRAWN BY: J. S. SHIMM CHECKED BY: J. S. SHIMM DATE: 8/1/23 PROJECT NO.: 2023-0001 SHEET NO.: 122		SIGNED PROFESSIONAL CHARLES E. WILKS, P.E. AUGUST 2023 SCALE: AS SHOWN DRAWN BY: J. S. SHIMM CHECKED BY: J. S. SHIMM DATE: 8/1/23 PROJECT NO.: 2023-0001 SHEET NO.: 122		SIGNED PROFESSIONAL CHARLES E. WILKS, P.E. AUGUST 2023 SCALE: AS SHOWN DRAWN BY: J. S. SHIMM CHECKED BY: J. S. SHIMM DATE: 8/1/23 PROJECT NO.: 2023-0001 SHEET NO.: 122			



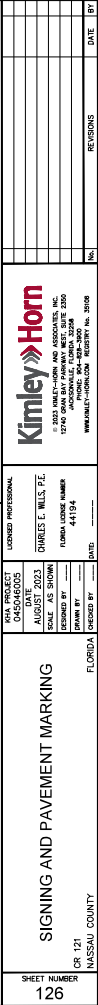


SHEET NUMBER 124	SIGNING AND PAVEMENT MARKING	DATE PROJECT 04/04/2025	OWNER PROFESSIONAL CHARLES E. WILLS, P.E. HUNTER LODGE NUMBER 47174	 Kimley-Horn 3833 MULTIMEDIA AND ACCOUNTS, INC. 12710 SHILOH DR. #1000 WILSONVILLE, OR 97150 PHONE: 503-670-3000 FAX: 503-670-3001 WWW.KIMLEY-HORN.COM	DATE	BY	CHKD
					DATE	BY	CHKD



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Kimley-Horn 2023 KIMLEY-HORN AND ASSOCIATES, INC. 17150 GRAYMALKIN WAY, SUITE 100 JACKSONVILLE, FLORIDA 32211 WWW.KIMLEY-HORN.COM REGISTRATION NO. 35049	
SIGNED PROFESSIONAL CHARLES E. WILKS, P.E. AUGUST 2023 SCALE: AS SHOWN DRAWN BY: J. L. BROWN CHECKED BY: J. L. BROWN DATE: 8/1/23	
PROJECT 045046005 AUGUST 2023 SCALE: AS SHOWN DRAWN BY: J. L. BROWN CHECKED BY: J. L. BROWN DATE: 8/1/23	
SHEET NUMBER 125	
CR 121 DUSSON COUNTY FLORIDA	
SIGNING AND PAVEMENT MARKING	



1. TRAFFIC SHALL BE MAINTAINED IN ACCORDANCE WITH THE FDOT STANDARD PLANS FOR ROAD CONSTRUCTION – INDEX 102 SERIES. THE FEDERAL HIGHWAY ADMINISTRATION, MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.
2. INSTALL ADVANCE SIGNING AND TRAFFIC CONTROL DEVICES PRIOR TO THE BEGINNING OF EACH PHASE OF CONSTRUCTION IN ACCORDANCE WITH FDOT STANDARD PLANS AND TRAFFIC CONTROL PLANS.
3. ACCESS TO ALL DRIVEWAYS IS TO BE MAINTAINED THROUGHOUT CONSTRUCTION.
4. THE POSTED SPEED THROUGH EACH SEGMENT DURING CONSTRUCTION IS 45MPH.
5. WORK ZONE SIGN SPACING 'x' = 500 LF
6. BUFFER LENGTH 'b' = 360 LF

PHASE I:

1. 2 WEEKS PRIOR INSTALL POMS STATING "CR 121 CLOSED TO THRU TRAFFIC STARTING XX/XX/2024"
PER THRU TRAFFIC DETOUR SHEET (126)
2. INSTALL EROSION CONTROL, ADVANCED SIGNING AND TRAFFIC CONTROL DEVICES
3. INSTALL TEMPORARY PAVEMENT PER FDOT INDEX 102-603
4. INSTALL TEMPORARY PAVEMENT MARKINGS

PHASE II:


1. INSTALL EROSION CONTROL
2. INSTALL TRAFFIC CONTROL DEVICES FOR LANE CLOSURE PER INDEX 102-606
3. INSTALL BARRIER WALL AS SHOWN IN MOT TYPICAL SECTION - PHASE II
4. CONSTRUCT PROPOSED IMPROVEMENTS AND TEMPORARY PAVEMENT
5. INSTALL TEMPORARY PAVEMENT MARKINGS

PHASE III:

1. INSTALL EROSION CONTROL
2. INSTALL TRAFFIC CONTROL DEVICES FOR LANE CLOSURE PER INDEX 102-606
3. INSTALL BARRIER WALL AS SHOWN IN MOT TYPICAL SECTION - PHASE III
4. CONSTRUCT PROPOSED IMPROVEMENTS
5. INSTALL TEMPORARY PAVEMENT MARKINGS
6. REMOVE ADVANCED WARNING SIGNS AND TEMPORARY CONTROL DEVICES

PHASE IV:

1. REMOVE TEMPORARY PAVEMENT
2. REMOVE THRU TRAFFIC DETOUR PCMS AND ADVANCED WARNING SIGNS
3. INSTALL FINAL ASPHALT LIFT USING DAY TIME CLOSURES PER INDEX 102-603
4. INSTALL FINAL PAVEMENT MARKINGS
5. REMOVE EROSION CONTROL, ADVANCED WARNING SIGNS AND TRAFFIC CONTROL DEVICES

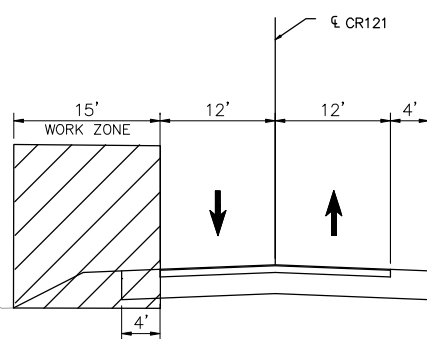
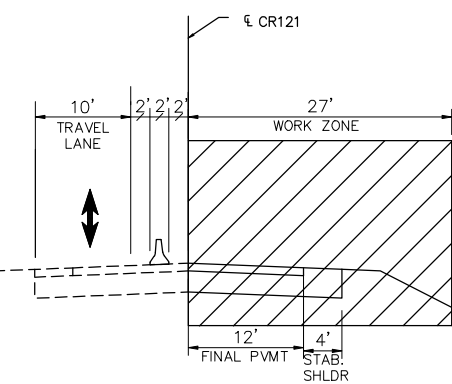
SHEET NUMBER 127	TRAFFIC CONTROL GENERAL NOTES	DATE PROJECT 04-04-0005 SCALE AS SHOWN DESIGNED BY DRAWN BY CHECKED BY	LICENSED PROFESSIONAL CHARLES E. WILKS, P.E. FUNDING LICENSE NUMBER 44174	 Kimley-Horn 3833 MULTICOM AND ASSOCIATES, INC. 12716 GARDEN WAY PARKWAY, SUITE 2350 FORT WORTH, TEXAS 76155 PHONE: (817) 421-2500 FAX: (817) 421-2501 WWW.KIMLEY-HORN.COM	DATE PLOTTED	SCALE	DATE




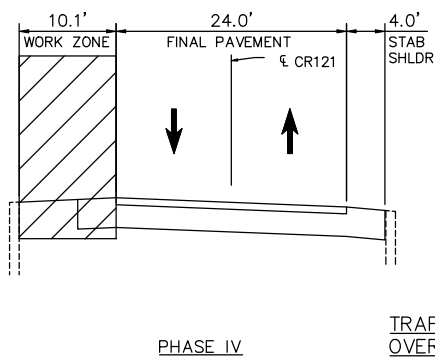
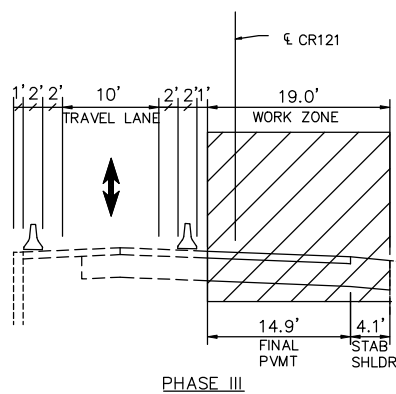
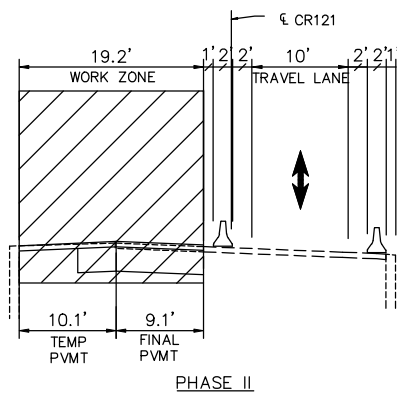
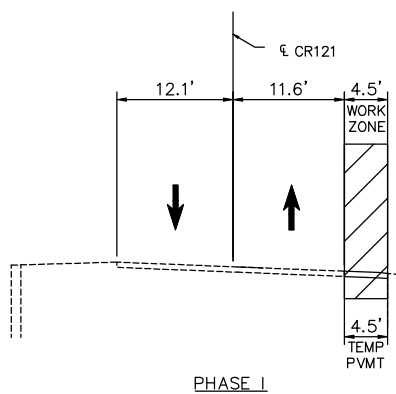
TRAFFIC CONTROL TYPICAL SECTION - PHASE I

TRAFFIC CONTROL TYPICAL SECTION - PHASE II

[illegible]



SHEET NUMBER	130	TRAFFIC CONTROL TYPICAL SECTION	DATE PROJECT 04/30/2005	DESIGNED BY —	DRAWN BY —	DATE PROJECT AUGUST 2003	DESIGNED BY —	DRAWN BY —	CONTRACT PROFESSIONAL CHARLES E. WILLS, P.E. HUNTER LOOSE NUMBER 447154	 Kimley-Horn 3033 MULTNOMAH AND ASSOCIATES, INC. 12710 SHAW BLVD. PORTLAND, OR 97227-3520 PHONE: (503) 992-3000 FAX: (503) 992-3001 WWW.KIMLEY-HORN.COM	PROJECT NUMBER SHEET NUMBER DATE

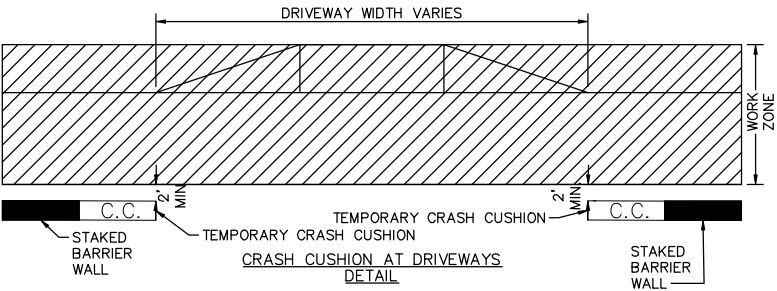


GENERAL NOTES:

1. EXACT LOCATION OF EXISTING CULVERT WAS NOT SURVEYED. APPROXIMATE LOCATION SHOWN IN PLANS.
2. TRAFFIC CONTROL CONSTRUCTION SEQUENCING NOTES APPLY TO THIS CONFIGURATION.

TRAFFIC CONTROL PHASING
OVER CULVERT AT APPROX
STA. 54+00.00

[illegible]







Florida Department of Transportation, Bureau of Design, 11000 Lake Nona Blvd., Suite 100, Lake Nona, FL 32150-4000, 407.486.1000. This document is the property of the Florida Department of Transportation. It is to be used for the project and no other purpose. It is to be kept confidential and not to be distributed outside the project. It is to be kept confidential and not to be distributed outside the project. It is to be kept confidential and not to be distributed outside the project.

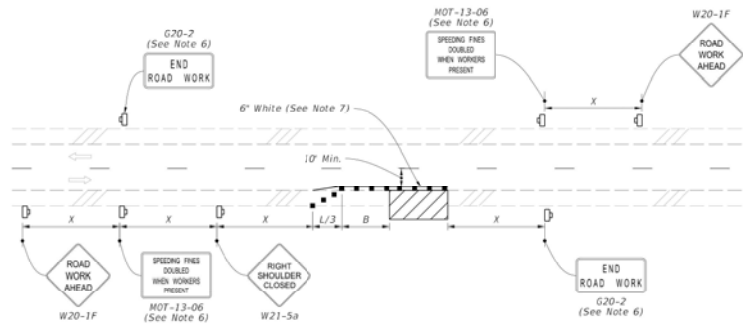
SHEET NUMBER		133
CR 121		FLORIDA
TYPICAL SECTIONS		
PROJECT		045046005
DESIGNER		CHARLES T. WILKS, P.E.
DATE		AUGUST 2023
SCALE		AS SHOWN
DRAWN BY		FLORIDA LICENSE NUMBER
CHECKED BY		41919
APPROVED BY		2023
KIMLEY-HORN		17700 GRAPEVINE AVENUE, SUITE 2000 DALLAS, TEXAS 75249 WWW.KIMLEY-HORN.COM REG. NO. 30109
REVISIONS		
NO.	DATE	BY

NOTE:

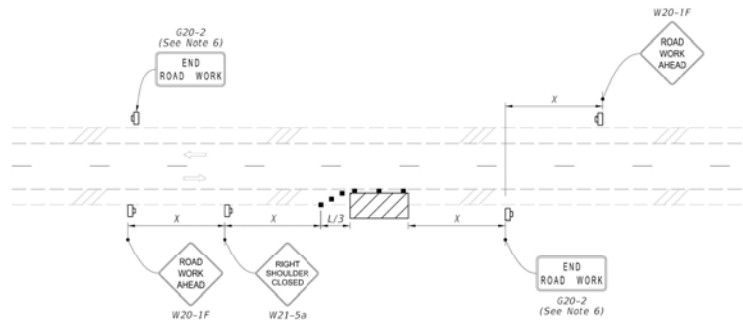
1. This Index applies to Two-Lane, Two-Way and Multilane Roadways, including Medians of divided roadways, with work on the shoulder.
2. L = Taper Length
 X = Work Zone Sign Spacing
 B = Buffer Length
See Index 102-600 for "L", "X", "B", and channelizing device spacing values.
3. Where work activities are between 2' and 15' from the edge of traveled way, the Engineer may omit signs and channelizing devices for work operations 60 minutes or less.
4. When four or more work vehicles enter the through traffic lanes in a one hour period (excluding escorting and terminating the work area), use a flagger or lane closure to accommodate work vehicle ingress and egress.
5. For work less than 2' from the traveled way and work zone speed is greater than 45 MPH, use a lane closure.
6. The "Speeding Fines Doubled When Workers Present" signs (MOT-13-06) and "End Road Work" signs (G20-2) along with the associated work zone sign spacing distances may be omitted when the work operation is in place for 24 hours or less.
7. Temporary pavement markings may be omitted when the work operation is in place for 3 days or less.
8. Omit "Shoulder Closed" signs (W21-5a) along with associated work zone sign spacing distances for work on the median.
9. When there is no paved shoulder, the "Worker" sign (W21-1) may be used instead of the "Shoulder Closed" sign (W21-5a).

SYMBOLS:

-  Work Area
-  Channelizing Device (See Index 102-600)
-  Work Zone Sign
-  Lane Identification and Direction of Traffic




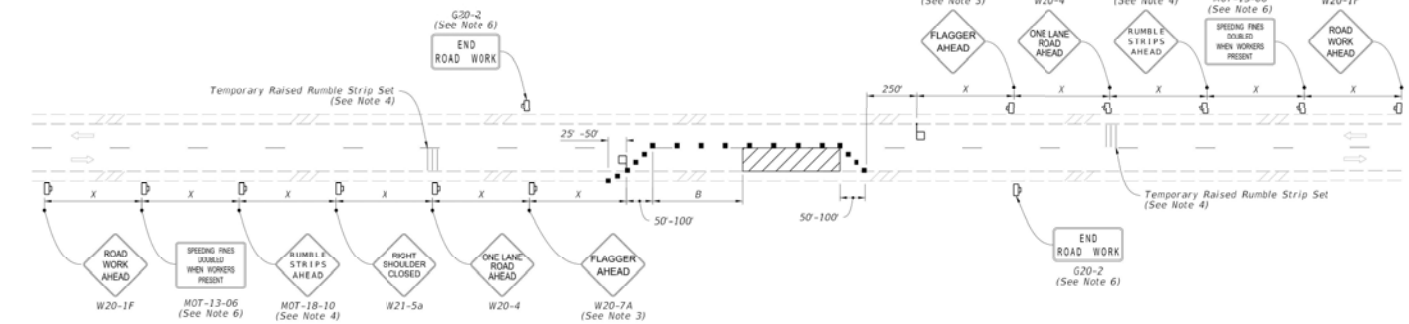
TWO-LANE ROADWAY
SHOULDER WORK LESS THAN 2' FROM THE TRAVELED WAY
WITH WORK ZONE SPEED OF 45 MPH OR LESS



TWO-LANE ROADWAY
SHOULDER WORK BETWEEN 2' AND 15' FROM THE TRAVELED WAY

2/2/2023 10:33:35 AM

LAST REVISION 11/01/21	DESCRIPTION:	 FY 2023-24 STANDARD PLANS	TWO-LANE AND MULTILANE, WORK ON SHOULDER	INDEX 102-602	SHEET 134
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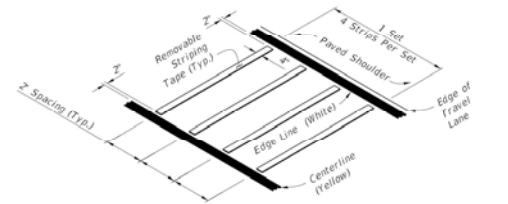
NOTES:

1. This Index applies to Two-Lane, Two-Way Roadways with work within the traveled way.
2. L = Taper Length
B = Buffer Length
X = Work Zone Sign Spacing
See Index 102-600 for "L", "B", "X" and channelizing device spacing values.
3. Optionally, use "Flagger Ahead" sign with symbol (W20-7) instead of "Flagger Ahead" sign with text (W20-7A).
4. Use temporary raised rumble strips when the existing posted speed is 55 mph or greater and the work duration is greater than 60 minutes. If temporary raised rumble strips are not used, omit "Rumble Strips Ahead" signs (MOT-18-10) and associated work zone sign spacing.
5. Additional one-way control may be provided by the following means:
 - a. Flag-carrying vehicle
 - b. Official vehicle
 - c. Pilot vehicles
 - d. Traffic signals
6. The "Speeding Fines Doubled When Workers Present" signs (MOT-13-06) and "End Road Work" signs (G20-2), along with associated work zone sign spacing, may be omitted when the work operation will be in place for 24 hours or less.
7. Automated Flagger Assistance Devices (AFADs) may be used in accordance with Specification Sections 102, 990 and the APL vendor drawings.
8. Railroad Crossings:
 - a. If an active railroad crossing is located closer to the Work Area than the queue length plus 300 feet, extend the Buffer Space as shown on Sheet 2.
 - b. If the queuing of vehicles across an active railroad crossing cannot be avoided, provide a uniformed traffic control officer or flagger at the highway-rail grade crossing to prevent vehicles from stopping within the highway-rail grade crossing, even if automatic train warning devices are in place.

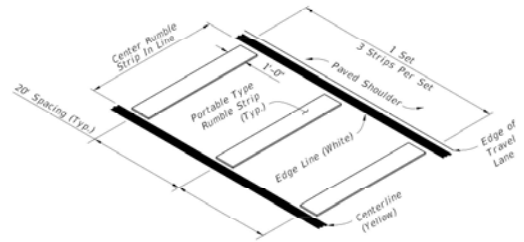
When flaggers are the sole means of one-way control, the flaggers must be in sight of each other or in direct communication at all times.

SYMBOLS:

- Work Area
- Channelizing Device (See Index 102-600)
- Work Zone Sign
- Flagger
- Lane Identification and Direction of Traffic



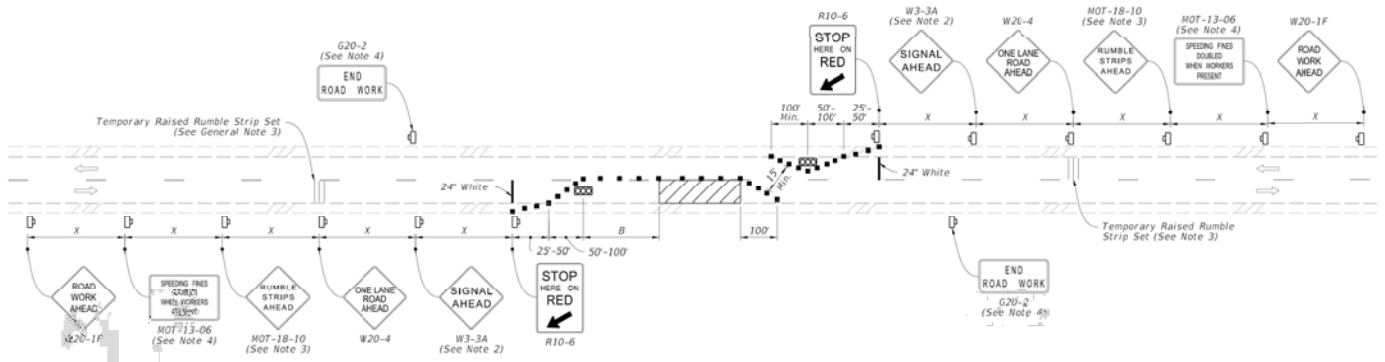
OPTION - 1
REMOVABLE STRIPING TYPE



OPTION - 2
PORTABLE TYPE

RUMBLE STRIP SETS

LAST REVISION		DESCRIPTION:		FY 2023-24		TWO-LANE, TWO-WAY		INDEX		SHEET	
11/01/21	REV	1	DESCRIPTION:	FDOT	STANDARD PLANS	WORK WITHIN THE TRAVEL WAY		102-603		135	



NOTES:

1. L = Taper Length
B = Buffer Length
X = Work Zone Sign Distance
See Index 102-600 for "L", "B", "X", and channelizing device spacing values.
2. Optionally, use "Signal Ahead" signs with symbols (W3-3) instead of "Signal Ahead" signs with text (W3-3A).
3. Use temporary raised rumble strips in accordance with Index 102-603.
4. The "Speeding Fines Doubled When Workers Present" signs (MOT-13-06) and "End Road Work" signs (G20-2), along with associated work zone sign distances, may be omitted when the work operation will be in place for 24 hours or less.
5. For the maximum distance between temporary traffic signals, do not exceed the distance at which the temporary traffic signals can safely communicate. When the distance temporary traffic signals is greater than 0.25 miles, use a combination of a pilot vehicle and manually-controlled temporary traffic signals.
6. Monitor temporary traffic signals by having one or more workers present during operation. In the event of a temporary traffic signal failure, use flaggers to control traffic.

SYMBOLS:

- Work Area
- Channelizing Device (See Index 102-600)
- Work Zone Sign
- Temporary Traffic Signal
- Lane Identification and Direction of Traffic

2/2/2023 10:37:56 AM

LAST REVISION	DESCRIPTION:	FDOT	FY 2023-24 STANDARD PLANS	TWO-LANE ROADWAY, LANE CLOSURE USING TEMPORARY TRAFFIC SIGNALS	INDEX	SHEET
11/01/22					102-606	136

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 - Vendors Response



A PROPOSAL FOR

RFQ No. NC24-020

CEI for Reconstruction And Resurfacing Improvements To County Road 121
From Duval County Line To County Road 119

NASSAU COUNTY | DUE: JULY 17TH, 2024 @ 10:00AM

Letter of Interest



RFQ No. NC24-020 CEI Services For Reconstruction And Resurfacing Improvements To County Road 121 From Duval County Line To County Road 119

WSB, LLC (having recently acquired AE Engineering, Inc.) is excited to submit our Statement of Qualifications to Nassau County in response to the Request for Qualifications for CEI Services For Reconstruction And Resurfacing Improvements To County Road 121 From Duval County Line To County Road 119.

WSB was incorporated in 1996 and is a design and consulting firm specializing in engineering, community planning, environmental, and construction services. Together, our staff improves the way people engage with communities, transportation, infrastructure, energy and our environment. We offer services that seamlessly integrate planning, design and implementation.

WSB, as AE Engineering, Inc., has recently provided Professional Engineering Services under both continuing service contracts and standalone projects for over 20 cities and counties across the state. Additionally, WSB is an FDOT prequalified professional engineering service provider in the required Major Work Groups 10.1 (Roadway Construction Engineering Inspection), 10.3 (Construction Material Inspection), and 10.4 (Minor Bridge and Miscellaneous Structures Construction Engineering Inspection). We will be partnering with England, Thims, and Miller (ETM) as a Subconsultant for all of the project survey needs.

The WSB Team is excited to develop a true “partnering project culture” conducive to fostering a cooperative relationship with Nassau County, FDOT, the selected Contractor, and our CEI team.

WSB was founded in Minnesota and our Headquarters office is located at 701 Xenia Ave S, Suite 300, Minneapolis, MN 55416 while our Florida Headquarters office is at 219 N Newnan Street, 4th Floor, Jacksonville, FL 32202.

Our office local to the County that will be utilized for this contract is located at **219 N Newnan St, 4th Floor, Jacksonville, FL 32202.**

WSB is committed to achieving excellence in our service to Nassau County through the same AE Engineering, Inc. staff that the County has come to know and trust. We achieve excellent customer service by being proactive, responsive, and transparent. Our team has the experience and qualifications to successfully support the County, and we look forward to the opportunity to work with Nassau County on this contract.

Sincerely,

1,250+
STAFF

50+
SERVICE AREAS

46
OFFICES

10
STATES



TABLE OF CONTENTS

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Tab 3: Team Organization, Experience, and Qualifications

TEAM ORGANIZATION, EXPERIENCE & QUALIFICATIONS

A. Organization, Structure, and Philosophy

WSB (previously AE Engineering, Inc.) was incorporated in 1996 and is a design and consulting firm specializing in engineering, community planning, environmental, and construction services. Together, our staff improves the way people engage with communities, transportation, infrastructure, energy and our environment. We offer services that seamlessly integrate planning, design and implementation.

We share a vision to connect your dreams for tomorrow to the needs of today—the future is ours for the making.

WSB (as AE Engineering) has recently provided Professional Engineering Services under both continuing service contracts and standalone projects for over 20 cities and counties across the state. Additionally, WSB is an FDOT prequalified professional engineering service provider in the required Major Work Groups 10.1 (Roadway Construction Engineering Inspection), 10.3 (Construction Material Inspection), and 10.4 (Minor Bridge and Miscellaneous Structures Construction Engineering Inspection).

The WSB Team is excited to develop a true “partnering project culture” conducive to fostering a cooperative relationship with Nassau County, FDOT, the selected Contractor, and our CEI team through the same AE Engineering, Inc. staff that the County has come to know and trust.

B. Years of Experience and Applicable Project Experience

WSB was founded in 1996, and has over 30 years of applicable experience under our belt. We are reputable in over 50 service areas including CEI.

WSB has established a proven record of success helping to deliver professional engineering services to the state of Florida, Counties, Cities, and private clients on projects of vast scope and work, specializing in CEI services for LAP projects and various scope infrastructure improvement projects with local agencies throughout Florida.

WSB and the key personnel proposed for this project, have years of experience working on federally funded (LAP), grant-funded (SCOP), and various entity owned projects such as with FDEP in FDOT Districts 2, 3, 4, and 6, and we look forward to continuing to work successfully with Nassau County. Through years of CEI experience, we have developed a strong working knowledge of project demands and requirements.

WSB will utilize our relevant work experiences and lessons learned by providing a talented pool of resources to Nassau County to ensure the success of this project. We have included William “Bill” Glennon, P.E. as our proposed Senior Project Engineer. He is familiar with the County and is extremely well versed in Primavera P6 and utilizes that tool to dissect project schedules and collaborate with the contractor to optimize the schedule.

C. Project Team

Our designated Senior Project Engineer will be William “Bill” Glennon, P.E. He will be supported by our Project Administrator, Jose Vasquez, PE, Assistant Project Administrator, Alan Floyd, and Contract Support Specialist, Mariana Betancur, who are both well versed in roadway improvement projects of similar scope. Bill, Jose, and Alan have structured a cohesive team that will provide CEI and Construction Management Services in accordance with FDOT’s Design Standards, Standard Specifications, Construction Project Administration Manual, and the applicable agency Standards and Specifications. Their skills and multi-faceted expertise are highlighted below. The proposed WSB Team includes experienced personnel who have worked together on past projects of a similar scale. We are confident we have assembled the outstanding team for overseeing this CEI contract for Nassau County.



William “Bill” Glennon, P.E. – Senior Project Engineer (38 yrs)

Address: 219 North Newnan Street, 4th Floor Jacksonville, FL 32202

Phone: 407.920.4051 / Email: wglennon@wsbeng.com

Bill has served as SPE for Nassau County, FDOT, and COJ projects and has been an SPE on North Florida projects since 2016. He directly managed 14 projects with a total cost of approximately \$125 million. He also held the position of construction manager and supervised personnel on more than 100 projects with a total value exceeding \$200 million. CEI industry work began in Central Florida from 1991 until 2004 when he became the Principal Engineer/Construction Manager for Seminole County. Bill returned to CEI in 2016 and has been working as an SPE in North Florida over the last 7 years. Bill’s substantial experience will serve him greatly while managing this contract, in the same efficient manner that has led to successful projects being completed under contract time and within the original budget. He is a CTQP QC Manager and has his Advanced MOT.

Jose Vasquez, PE– Project Administrator (11 yrs)

Address: 219 North Newnan Street, 4th Floor Jacksonville, FL 32202

Phone: 954.295.7476 / Email: jvasquez@wsbeng.com

Jose possesses 11 years of experience in the construction industry. He is ready and able to work with project teams and contractors to produce high quality and successful projects. Mr. Vazquez is experienced in maintaining contractor’s records; reviewing contractors pay applications; preparing change orders; tracking and documenting RFI’s, tracking material certifications and test results; and developing digital As-Built Plans.

Alan Floyd– Assistant Project Administrator (24 yrs)

Address: 219 North Newnan Street, 4th Floor Jacksonville, FL 32202

Phone: (386) 320-2206 / Email: afloyd@wsbeng.com

Alan offers over 24 years of experience in roadway and bridge construction administration and inspection, as well as advanced relocation of utilities. He is currently closing out his first two projects as a Project Administrator, but he has been training for the position for many years through his field inspection and documentation history. He has a proven track record in monitoring contractor’s daily activities including MOT, asphalt, concrete placement, erosion control devices, subsoil excavation, asphalt base placement, retention ponds, embankment, subgrade, base, concrete placement, traffic signals, striping, and street lighting; as well as maintaining logs and daily inspection reports and handling contractor issues. His qualifications include Asphalt Paving Levels 1 & 2, CTQP Concrete Field Technician Level 1, Drilled Shaft Inspection, Earthwork Levels 1 & 2, Final Estimates Levels 1 & 2, Pile Driving Inspection, QC Manager, Advanced MOT, FDEP Stormwater Erosion and Sedimentation Control Inspector, and Nuclear Radiation Safety / Hazmat.

Mariana Betancur – Contract Support Specialist (9 yrs)

Address: 219 North Newnan Street, 4th Floor Jacksonville, FL 32202

Phone: 571.359.3309 / Email: mbetancur@wsbeng.com

Mariana is a skilled graduate engineer with over 9 years of experience and in-depth industry knowledge. She has held multiple roles on projects throughout Florida for FDOT and Counties on projects with scope to include but not limited to widening, resurfacing of major roadways, signing and pavement markings, and pump stations. She is a dedicated, organized, and detail-oriented professional that has provided important cost analysis and management assistance to clients on her projects. Other typical responsibilities in her respective roles have included communicating daily with field inspectors, attending weekly progress meetings and taking minutes, preparing cost engineer's estimates for extra work, and preparing packages for Supplemental Agreements, Work Orders, and Change Orders. She is familiar with monthly estimates packages and has performed pay item quantity tracking and documentation for numerous projects. She has created monthly and final pay estimate packages for submission to CEI, reviews and monitors project quantities in field books, pile logbooks, and matrices, ensures as-built plans are prepared and reviews them in BlueBeam, ensures all contractor's certifications are provided for submission, review asphalt QC material certifications, review EEO paperwork, and has been responsible for online document control for the projects she has supported. Her qualifications include Final Estimates Levels 1 & 2, Asphalt Paving Level 1, Advanced MOT, OSHA 10, and SWPPP Inspector.

Denise Ervin – Resident Compliance Specialist (30 yrs)

Address: 219 North Newnan Street, 4th Floor Jacksonville, FL 32202

Phone: 954.849.0023 / Email: dervin@wsbeng.com

Denise brings over 30 years of experience as a Resident Compliance Specialist, Compliance Auditor, and Project Coordinator across various Transportation, Residential, and Commercial construction projects in Palm Beach, Broward, and Miami-Dade Counties. Her expertise lies in Inspection Coordination, Permit Reviews, Federal Compliance Monitoring, and QA/QC. She excels in communication, fostering strong professional relationships with internal and external team members. Her strengths include planning, organizing, problem-solving, and time management, allowing her to efficiently handle multiple tasks while meeting strict deadlines in high-volume business environments.

Rhett York – Senior Inspector (12 yrs)

Address: 219 North Newnan Street, 4th Floor Jacksonville, FL 32202

Phone: 904.805.3837 / Email: ryork@wsbeng.com

Rhett possesses 12 years of experience inspecting roadway construction projects and performing quality control. He possesses strong knowledge of field documentation, daily work reports and quantities, asphalt paving, sampling and testing various materials, and taking densities. He has the certifications and great communication skills needed to successfully work with and oversee the Contractor and field personnel.

Ian Brewster– Senior Inspector (9 yrs)

Address: 219 North Newnan Street, 4th Floor Jacksonville, FL 32202

Phone: 850.776.7135 / Email: ibrewster@wsbeng.com

Ian offers 9 years of experience on roadway construction projects and is ready and able to work with the project team and Contractor to produce quality and successful projects. Ian has strong knowledge of field documentation, asphalt paving, daily reports, density logbook, and MOT and possesses many certifications to excel in his designated role.

Brandon Sproul– Inspector (4 yrs)

Address: 219 North Newnan Street, 4th Floor Jacksonville, FL 32202

Phone: 904.838.8982 / Email: Bsproul@wsbeng.com

Brandon is experienced in roadway construction inspection, field testing and quality control inspection. He is very familiar with specifications and plans reading as they pertain to Roadway Construction and has handled inspection on large-scale earthwork and asphalt projects over the years, gaining him valuable field experience. Brandon's exemplary work ethic and attention to detail have made him an asset to the team. His qualifications include Asphalt Paving Levels 1 & 2, Earthwork Levels 1 & 2 and Nuclear Radiation Safety.

Jody Beggs– Inspector (15 yrs)

Address: 219 North Newnan Street, 4th Floor Jacksonville, FL 32202

Phone: 352.258.5444 / Email: jbeggs@wsbeng.com

Jody possesses 15 years of experience on roadway construction projects and is ready and able to work with the Senior Inspector, project team, and Contractor to produce quality and successful projects. He has strong knowledge of field documentation, asphalt paving, earthworks, utility coordination and ensuring Contractor compliance with contracts and specifications.

ETM, Inc. - ETM will supply the Survey support necessary to administer this contract.

D. Office Location

WSB was founded in Minnesota and our Headquarters office is located at 701 Xenia Ave S, Suite 300, Minneapolis, MN 55416 while our Florida Headquarters office is at 219 N Newnan Street, 4th Floor, Jacksonville, FL 32202. Our office local to the County that will be utilized for this contract is located at **219 N Newnan St, 4th Floor, Jacksonville, FL 32202.**

E. Knowledge of and compliance with State and Local Laws

As evidenced through our extensive past project experience as a firm and as individuals proposed for this project, we have thorough knowledge of the applicable laws for this project and compliance aspects for all applicable state and local laws. As there are federal funds on this project, we also bring current Federal Highway Administration (FHWA) regulations knowledge to this project and will ensure all aspects are adhered as applicable to this project. Our team is knowledgeable in monitoring the Contractor and ensuring they adhering to all applicable Local Agency, County, and FDOT specifications and standards as well. We are here to manage the contract/project on behalf of the County and our professional experience and knowledge of all regulatory elements is critical to the projects' success.

F. Previous Awards and Accomplishments

As a dedicated, hard-working firm that's earned a strong reputation with its clients and throughout the state, the awards outlined below showcase the quality product delivery and superior expertise that the WSB team members put into every project. WSB has continually maintained repeat business working for FDOT in District 2, for over 14 years. Furthermore, the FDOT, the City of Jacksonville (COJ), and the Jacksonville Transportation Authority (JTA) have awarded WSB with high scores and follow-up work, based upon the proposed team members' performance. These awards further validate our mutual respect and the longstanding relationships that WSB has built with our clients in the state of Florida.

Awards – Commendations

WSB, as AE Engineering, Inc., has continually been nominated for FDOT/FTBA awards and has been the proud recipient of the following:

AWARDS - COMMENDATIONS

2022 | FTBA Best in Construction – Utility Damage/Claims Avoidance

2021 | Leadership Jacksonville 'Gator 100' selection for Fastest Growing UF-Owned Companies in the World
Jacksonville Business Journal 'Fast 50'

2020 | ACAF - 'Roads & Streets' Excellence in Pavement Award for SR 5A (San Marco Avenue) from Bridge of Lions to Picolata Road project in St. Johns County

2019 | FDOT - D3 Asphalt Urban Award 'Excellence in Pavement'

2019 | FDOT - 'Pavement Award' (ACAF) - Resurfacing Rural District for the Fernandina Beach on SR A1A from Amelia River Bridge to Centre Street

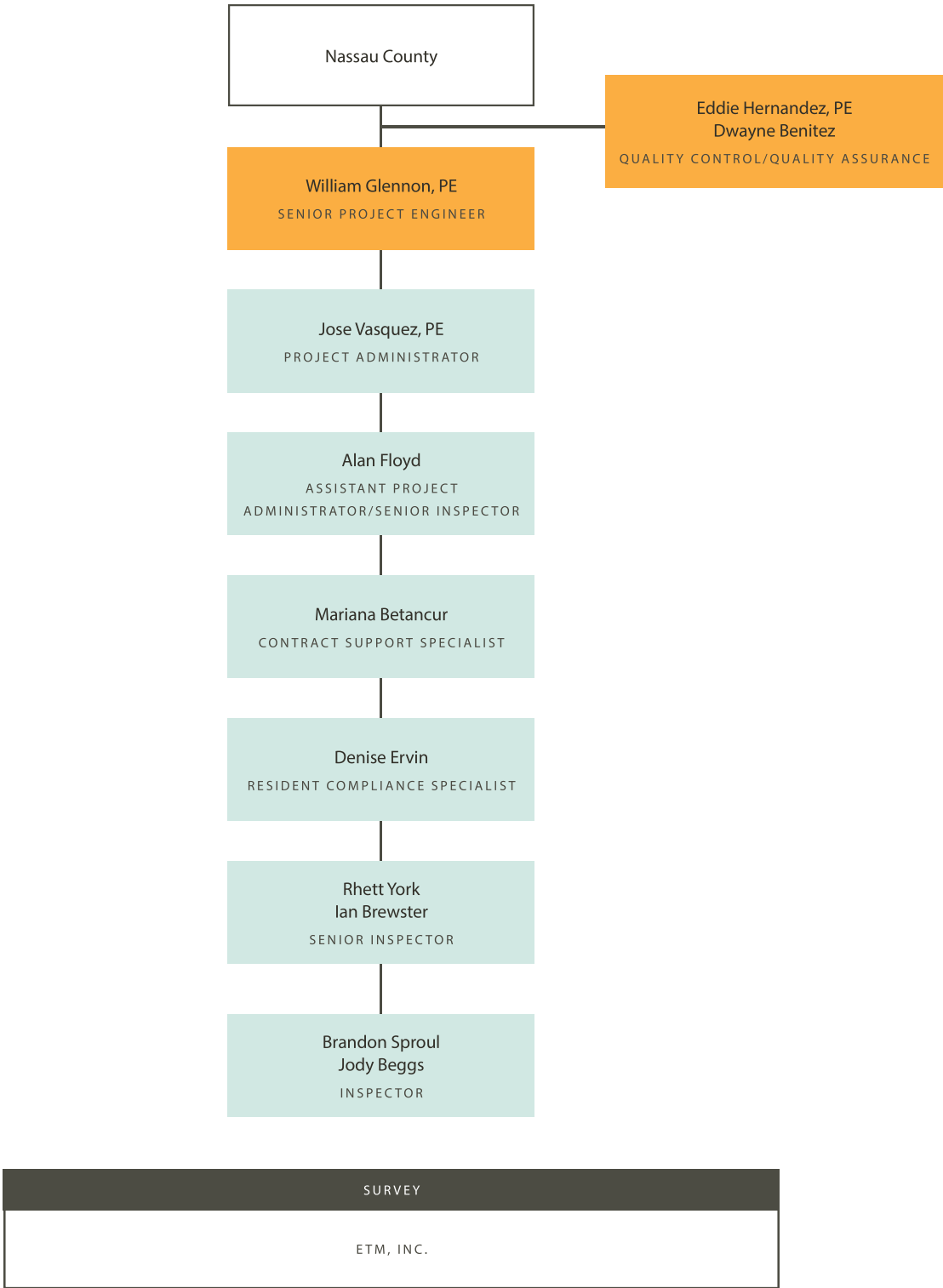
2018 | FTBA - Best in Construction

2017 | FTBA - Best in Construction Community Awareness Award for the SR A1A / Ft. Lauderdale Beach from Mercedes River to Sunrise Blvd. project.

2013 | FTBA – 'Best Interstate Project' Award on the I-95/SR-9 @ I-595/SR-862 Bridge Deck Overlay Project

Organizational Chart

Below is an Organization Chart of our proposed team for the County. The depth of resources are being indicated to show WSB’s ability to properly staff both segments of CR 121 if selected and projects run concurrently:



Resumes



William “Bill” Glennon, P.E.

SENIOR PROJECT ENGINEER | 38 YEARS OF EXP

Mr. Glennon has more than 38 years of experience in the construction engineering and inspection (CEI) industry. He is familiar with the documentation required on construction projects, including contractor pay requests, submittal reviews, final estimate preparation, permit management, progress report preparation, schedule updates, change orders, and claims analysis. Previously, he worked as the principal engineer for Seminole County Government. He directly managed 14 projects with a total cost of approximately \$125 million. He also held the position of construction manager and supervised personnel on more than 100 projects with a total value exceeding \$200 million. He has an understanding of Florida Department of Transportation (FDOT) policies, procedures, and documentation requirements. He has an in-depth knowledge of computer software utilized in project control efforts, including Primavera P6, Suretrak, Primavera Expedition, and AGTEK. Mr. Glennon worked with Mr. Rook on the Seminole County SR 436 and Red Bug Lake Road Flyover project, and for the past four years he has been dedicated to projects within FDOT District 2.

REGISTRATION:

Florida Professional Engineer
License No.: 53160
TIN #G45593361

EDUCATION:

BS – Engineering in Technology

CERTIFICATIONS:

CTQP QC Manager

City of Jacksonville | LaSalle Street Drainage Improvements | Jacksonville, FL

COST: \$60M

PROJECT DURATION: NOV 2023 - PRESENT

Project Engineer – The objective of this Design-Build project is to construct a new pump station and replace the existing storm drainage system within Jacksonville’s historic San Marco neighborhood. The improvements to the collection system include the installation of approximately 5,400 linear feet of RCP ranging in size from 15 to 60 inches in diameter, manholes measuring up to 8 feet in diameter, and a 48-inch backflow preventer at the St. Johns River. The pump station consists of five 200 horsepower pumps, 600ft of 48-inch forcemain, one 2000-KW emergency generator with a 3,000-gallon belly fuel tank, a motor control electrical building, and a 230,000-gallon wet well. Additional improvements include the installation of a new bulkhead at the St. Johns River, full depth roadway construction, sidewalk, curb and gutter, landscaping, etc.

Reference: Jonathan Page, P.E. | COJ Project Manager | 904.255.8931

Resumes

William "Bill" Glennon, P.E. – Selected Project Experience

FDOT District 2 | SR-9A (I-295) from US-17 to I-95 Sign Upgrades for Managed Lanes, ITS, ATM | Jacksonville, FL

FIN: 439524-1-52-01, 438171-1-52-01

COST: \$14.5M

PROJECT DURATION: JUN 2018 - PRESENT

Senior Project Engineer - Mr. Glennon serves as the senior project engineer and is responsible for CEI on this project consisting of milling and resurfacing, highway signing, Intelligent Transportation System (ITS), and other incidental work on 15 miles of SR 9A (I-295) in Duval County, FL. The improvements under this contract consist of adding new DMS signs, CCTV cameras, guide signs and ITS system to the Buckman Bridge, and the I-295/I-95 south interchange implementing the first toll system in Jacksonville since 1986 for the new Express Lanes project. Mr. Glennon oversees the staff of seven on this project and directly manages the CPM Schedule. CDM Smith has successfully negotiated 12 revisions on this project and managed the transition of the work from the original Contractor who defaulted to the bonding company with a completion Contractor without issue

Reference: Guelmary Mendez-Torres | FDOT PM | 904.360.5552

FDOT District 2 | I-295 Add Lanes at US 17 to South of Wells Road; I-295 Resurfacing Buckman Bridge to US 17 | Jacksonville, FL

FIN: 435575-1-52-01 and 446044-1-52-01

COST: \$30.5M

PROJECT DURATION: JUN 2022 – APR 2023

Senior Project Engineer - Mr. Glennon serves as the senior project engineer and is responsible for CEI on this project consisting of new roadway construction, milling and resurfacing for both

interstate and arterial, ramp and interstate interchange reconstruction, drainage and ponds, highway signing, Intelligent Transportation System (ITS), and other incidental work on approximately 1 mile of US 17 and Eldridge Rd and approximately 1 mile of I-295 (SR 9A) in Duval County, FL. The improvements under this contract consist of milling and reconstruction US 17 and I-295, reconstruction of Eldridge Rd. Mr. Glennon oversees the staff of eight on this project and directly manages the CPM Schedule. Mr. Glennon was awarded this Contract as SPE for CDM Smith and transitioned over to AE Engineering at the start of construction and fulfilled his duties as SPE on April 14, 2023.

Reference: Jessica Tippet, P.E. | FDOT PM | 902.360.5504

Nassau County | CR-115 (Old Dixie Hwy) Road Improvement from Bypass Road to Henry Smith Road (SCRAP) | Callahan, FL

FIN: 432767-1-54-01

COST: \$7.4M

PROJECT DURATION: OCT 2019 – SEPT 2021

Senior Project Engineer - CDM Smith is providing CEI services for CR115 widening and resurfacing 7.7 miles of rural highway including contract administration, inspection, materials testing and sampling, and compliance with FDOT's SCRAP process. The project includes both milling and resurfacing of the existing 20-foot section and a 2-foot minimum widening section on the outside. Mr. Glennon is leading our team as the senior project engineer for this project and his responsibilities include managing the budget and negotiating change orders. The main challenge for the project was a very low bid; however, the project had no outstanding claims and final acceptance was issued in September 2021. Bill is currently working with the contractor to submit documentation and application for payment.

Resumes



Jose Vazquez

PROJECT ADMINSTRATOR | 11 YEARS OF EXP

Mr. Vazquez possesses 11 years of experience in the construction industry. He is ready and able to work with project teams and contractors to produce high quality and successful projects. Mr. Vazquez is experienced in maintaining contractor's records; reviewing contractors pay applications; preparing change orders; tracking and documenting RFI's, tracking material certifications and test results; and developing digital As-Built Plans.

REGISTRATION:

Florida Professional Engineer
License No.: 92226
TIN #V22043390

EDUCATION:

Bachelor of Science, Civil Engineering,
Florida Institute of Technology, 2012

CERTIFICATIONS:

CTQP Asphalt Paving Levels 1 & 2
CTQP Earthwork Level 1
CTQP Final Estimates Levels 1 & 2
CTQP QC Manager
Critical Structures
MOT / TTC Advanced
ACI Field Testing Technician Level 1
IMSA Traffic Signals Technician Level 1
FDEP Stormwater Erosion and
Sedimentation Control Inspector
Nuclear Radiation Safety / Hazmat

FDOT District | US1 from SR152 to CR116| Duval County

FIN: 447525-1-52-01
COST: \$3.3M
PROJECT DURATION: APR 2022 – JUN 2024

Project Administrator – This Design Build project consists of 93 light pole assemblies, high mast lighting upgrades, bridge mounted underdeck lighting, load center installations, conduit, and pull boxes.

Reference: James Salter | FDOT Project Manager | 904.497.2369

Nassau County | CR-108 Safety Improvements LAP Project from Middle Road to US-17

FIN: 439496-1-58-01
COST: \$4.6M
PROJECT DURATION: JUL 2023 – AUG 2023

Project Administrator – This project consists of safety improvements to include signage, pavement markings, raised thermoplastic audible/vibratory markings and friction course overlay with 1" average milling along CR-108 from Middle Road to US-17 in Nassau County, Florida. Jose is responsible for reviewing dailies, performing pay item quantity reviews, review monthly pay applications, hosting progress and pre-activity meetings, and verifying documentation prior to upload to GAP.

Reference: Raymond Albury | County Project Manager | 904.254.2164

City of Jacksonville | LaSalle Street Drainage Improvements

COST: \$40M
PROJECT DURATION: APR 2022 – FEB 2026

Project Administrator – This Design Build project consists of the construction of a 63,000 GPM pump station, which includes a 750 KW emergency generator, 195 secant secant (auger cast) piles, and bulkhead replacement along the St. Johns River. The improvements also include 600 LF of 48-inch ductile iron force

Resumes

Jose Vazquez

main, drainage structures measuring up to 10ft in diameter and 30ft deep, RCP measuring up to 72-inches in diameter, full depth roadway reconstruction, curb and gutter, sidewalks, driveways, lighting, and landscaping.

Reference: Aaron Heric | Construction Project Manager | 904.255.8731

FDOT District 2 | SR 21 from Commercial Circle to SR 16 | Clay County

FIN: 443305-1-52-01

COST: \$13.4M

PROJECT DURATION: JUN 2022 – AUG 2023

Contract Support Specialist – This 389-day, 15.5-mile project consists primarily of milling and resurfacing SR 21 with RRR improvements along with some areas of pavement failure that is being addressed in concert with the resurfacing. The project also includes widening to increase queuing distance at 4 turn lanes and the construction of a new ITL at Gold Head Branch State Park as well as guardrail replacement/upgrades, drainage improvements to include trench drain installation, sidewalk replacement, striping, signage, and ADA improvements. Responsible for preparing meeting agendas and taking/distributing meeting minutes (Pre-Con, progress, pre-activity), preparing work orders and supplemental agreements (as-needed), running monthly estimates with PTS/SM, responding to QARs, checking Project Solve, developing Bluebeam as-built plans, acquiring weekly/monthly forms from Contractor (Certifications, FDOT Forms, etc.), and preparing the final estimate.

Reference: Rusty Cheshire | FDOT Project Manager | 352.519.7514

KB Home | Cooper Ridge Road Phase 1 | Duval County

COST: \$4.9M

PROJECT DURATION: AUG 2021 – OCT 2022

Project Administrator – The objective of the project is to construct a four-lane boulevard extending approximately 0.58 miles through an undeveloped area of Southwest Jacksonville for the Copper Ridge community currently being developed. The construction of the 40mph road consists of four travels, five turn lanes integrated within the seventeen-foot median, one twelve-foot-wide asphalt multiuse path, and six-foot concrete sidewalks. The drainage improvements consist of thirty inlet and/or manhole structures, approximately 3,300 linear feet of RCP ranging in size from fifteen inches to thirty-six inches in diameter, 9,500 linear feet of curb and gutter, and 775 linear feet of traffic separator. The project will also include JEA lighting and signage and pavement markings.

Reference: Robin Smith | City of Jacksonville Chief Engineer | 904.255.8710

Resumes

Alan Floyd



ASSISTANT PROJECT ADMINISTRATOR/SENIOR INSPECTOR

Mr. Floyd possesses 22 years of experience in roadway and bridge construction inspection as well as the advanced relocation of utilities prior to construction. I'm proficient in monitoring the contractor's daily activities including maintenance of traffic (MOT), asphalt, concrete placement, erosion control devices, subsoil excavation, asphalt base placement, retention ponds, embankment, subgrade, base, concrete placement, traffic signals, striping, and street lighting; as well as maintaining logs and daily inspection reports; and handling contractor issues.

YRS OF EXP:
20

EDUCATION:
Bradford Highschool

REGISTRATION/
CERTIFICATIONS:
TIN# F43001680

- CTQP Asphalt Paving Levels 1 & 2
- CTQP Concrete Field Technician Level 1
- CTQP Concrete Field Inspector Level 2
- CTQP Drilled Shaft Inspection
- CTQP Earthwork Levels 1 & 2
- CTQP Final Estimates Levels 1 & 2
- CTQP Pile Driving Inspection
- CTQP QC Manager
- MOT/TTC Advanced
- FDEP Stormwater Erosion and Sedimentation Control Inspector

CEI Services for Mayport Docks Redevelopment | Duval County, FL

CLIENT: CITY OF JACKSONVILLE | COST: \$6.6M
PROJECT DURATION: MAY 2022 - DEC 2023

Project Administrator | This lump sum project includes the construction of a 200 LF dock and 110LF landing pier to berth new research vessels. Construction will also include the construction of and 110" floating dock and landing, electrical, sewer, water, and lighting services to the dock and drainage improvements to the existing site. All work to construct the dock is in accordance with FDOT Bridge specifications and Standards. Alan is providing CEI inspection services for this dock/bridge project including oversight of construction inspections for all items of construction including the dock/bridge foundation, pile driving, substructure, deck placements and utility installations.

REFERENCE: DARYL WEINSTEIN, PROJECT MANAGER | 904.255.8925

CR-108 Safety Improvements LAP Project from Middle Road to US-17, FIN 439496-1-58-01 | Nassau County, FL

CLIENT: NASSAU COUNTY | COST: \$4.6M
PROJECT DURATION: JUL 2023 - DEC 2023

Project Administrator | This project consists of safety improvements to include signage, pavement markings, raised thermoplastic audible/vibratory markings and friction course overlay with 1" average milling along CR-108 from Middle Road to US-17 in Nassau County, Florida. Alan is responsible for reviewing dailies, performing pay item quantity reviews, review monthly pay applications, hosting progress and pre-activity meetings, and verifying documentation prior to upload to GAP.

REFERENCE: RAYMOND ALBURY, COUNTY PROJECT MANAGER | 904.254.2164

Resumes

Alan Floyd – Project Experience (con't)

DB: Direct Connect Ramps to/from I-4 (SR-400) & Turnpike (SR-91) Mainline & Implementation of Express Lanes on Turnpike Mainline from Beachline (SR-528) to I-4 (SR-400) | Orlando, FL

COST: \$84.9M

PROJECT DURATION: FEB 2020 - MAY 2022

Senior Roadway inspector | overseeing milling and Resurfacing operations of the Turnpike (SR-91). Responsible for overseeing Drainage improvements, Guardrail installation, barrier wall installation, toll lane improvements accessing SR-91 from I-4, widening along SR-91 and new construction of Direct connect ramps to and from I-4 (SR-400).

REFERENCE: STEVE WIGLE, PROJECT MANAGER | 407.509.8541

SR-5 and Matanzas Woods Parkway | Palm Coast, FL

CLIENT: FDOT | **COST:** \$2.6M

PROJECT DURATION: SEPT 2019 - FEB 2020

Senior Inspector | Overseeing the placement of a roundabout at SR-5(US-1) and Matanzas Woods Parkway. Project includes milling and resurfacing, subgrade construction, black base construction, drainage, street lighting, landscaping, and updating pedestrian features at the intersection.

REFERENCE: GLENN RANEY, PROJECT MANAGER | 386.740.3524

SR-A1A | Flagler Beach, FL

CLIENT: FDOT DISTRICT 5 | **COST:** \$22.4M

PROJECT DURATION: JAN 2019 - SEPT 2019

Senior Inspector | Overseeing the construction of 4,930' Auger cast secant wall that consisted of 1847 auger cast piles and a wall cap. Project also included 35,000 cubic yards of beach dune restoration and dune plantings. Project also included milling and resurfacing of A1A.

REFERENCE: GLENN RANEY, PROJECT MANAGER | 386.740.3524

I-75 (SR-93) and SR-35 | Ocala, FL

CLIENT: FDOT | **COST:** \$26M

PROJECT DURATION: MAR 2016 - JAN 2019

Senior Inspector | Overseeing the milling and surfacing of a 20-mile section on the interstate plus the complete reconstruction of all entrance and exit ramps. SR-35 is a major widening project from a two-lane typical to a divided 4-lane highway with 7 ponds and other miscellaneous items.

REFERENCE: RHONDA DANIELL, PROJECT MANAGER | 352.274.8191

CEI Services | Seminole County, FL

CLIENT: SUNRISE ESTATES & TUSKA RIDGE

PROJECT DURATION: NOV 2015 – MAR 2016

Senior Inspector | Overseeing the milling and paving operations, Manhole adjustments and striping for Sunrise Estates and Tuska Ridge subdivision in Seminole County.

REFERENCE: SCOTT BROOKE, PROJECT MANAGER | 407.280.3550

Poinciana Blvd Phase III Boggy Creek CEI Services | Osceola County, Kissimmee, FL

COST: \$1.2M

PROJECT DURATION: MAR 2015 – NOV 2015

Bridge Inspector | Overseeing the removal of existing bridge on Poinciana Blvd. and construction of new northbound bridge. Duties include monitoring contractor's daily work activities, inspecting formwork, steel placements, concrete pours, and pile driving operations.

REFERENCE: SAMUEL MCCLELLAN, PROJECT MANAGER | 407.742.0546

Resumes



Mariana Betancur

CONTRACT SUPPORT SPECIALIST | 9 YEARS OF EXP

Ms. Betancur is a skilled graduate engineer with over 9 years of experience in Florida, specializing in FDOT and county projects such as roadway widening, resurfacing, signage, pavement markings, and pump stations. She excels in providing meticulous cost analysis, management assistance, and contractor coordination, ensuring smooth project transitions and efficient operations. Her responsibilities include daily communication with field inspectors, preparing cost estimates, managing project documentation, and overseeing quality control processes. She is adept at handling contractor certifications, preparing pay estimates, and maintaining rigorous document control for project success.

REGISTRATION:

TIN #B35254092

EDUCATION:

B.S. in Civil Engineering, National University of Colombia, 2013

CERTIFICATIONS:

- CTQP Final Estimates Levels 1 & 2
- CTQP Asphalt Paving Levels 1 & 2
- MOT/TTC Advances
- FDEP Stormwater Erosion and Sedimentation Control Inspector
- OSHA 10
- SWPPP Inspector

FDOT District 1 | SR 25 (US 27) from Fisheating Creek to Highlands Co. Line | Glades County

FIN: 445932-1-52-01 and 445925-1-52-01
COST: \$13.3 M
PROJECT DURATION: MAY 2023 – FEB 2024

Associate Contract Support Specialist – The project encompasses over 55,000 tons of asphalt placement which includes resurfacing, overbuild, cross slope correction, shoulder work, extensions of two right-turn lanes, 20 crossovers, turnouts, side streets, and driveways. Additional roadway scope includes replacement of existing drainage, guardrails, signing, and pavement markings. The bridge repair and rehab improvements include pile jackets, deck hydro demolition, installing polymer nosing, and utilizing specialized ultra-high-performance concrete. Mariana supports CSS responsibilities by reviewing inspector's daily work reports, reviewing contractor certifications for the monthly estimates, reviewing documents prior to being uploaded to PSSP, performing pay item quantity tracking, updating project logs (submittals, RFI's, etc.), and assisting the CSS in the preparation of minutes, monthly reports, or project documents.

Reference: Senia McIntyre, PE | Construction Project Administrator | 904.576.9357

Resumes

Mariana Betancur – Selected Project Experience

Nassau County | CR 108 Safety Improvements LAP Project from Middle Road to US 17 | Nassau County

FIN: 439496-1-58-01

COST: \$4.6M

PROJECT DURATION: JUL 2023 – DEC 2023

Contract Support Specialist – This project consists of safety improvements to include signage, pavement markings, raised thermoplastic audible/vibratory markings and friction course overlay with 1” average milling along CR-108 from Middle Road to US-17 in Nassau County, Florida. Mariana is responsible for preparing agendas for the bi-weekly progress meetings, taking and distributing progress meeting minutes, reviewing change order for extra work submitted by the contractor and preparing cost analysis and engineers estimates for such work, performing pay item quantity tracking, review monthly pay applications, and uploading documentation to GAP regularly.

Reference: Raymond Albury | County Project Manager | 904.254.2164

South Florida Water Management District | C-139 Annex Restoration Phase 2 and Agricultural Area Stormwater Rerouting | Hendry County

COST: \$35M

PROJECT DURATION: JAN 2021 – APR 2023

Project Engineer – This was a South Florida Water Management District (SFWMD) project to restore the existing citrus grove beds and furrows to mimic the pre-agricultural flow pattern of wet prairie. The work consisted of seepage berms, pump stations, roads, land leveling, backfilling canals, and rookery excavations. Ms. Betancur oversaw cost analysis, submittals, pay estimates, change orders, takeoffs, and minor estimating.

Palm Beach County | Annual Milling and Resurfacing Contract | West Palm Beach, FL

COST: \$14M

PROJECT DURATION: APR 2018 – DEC 2020

Field Engineer/ Cost Engineer – This project was an annual contract to perform milling and resurfacing at various locations throughout Palm Beach County. Mariana was responsible for supervising field inspectors and an administrative assistant, performing pay item quantity and cost tracking, reviewing cost proposals for extra work and preparing estimates for such additional work, preparing and tracking Supplemental Agreements and Change Orders, and general documentation.

FDOT District 6 | Glades Road NB Exit Ramp Improvements | Miami-Dade County, FL

FIN: 435615-1-52-01 and 435615-4-52-01

COST: \$8.3M

PROJECT DURATION: AUG 2017 – APR 2018

Cost Engineer – The improvements under this contract consisted of widening the northbound Turnpike, providing an additional auxiliary lane for Exit 75 (Glades Road), and widening the off-ramp to two lanes. The job also included widening WB Glades Rd, signing, pavement markings, lighting, and signalization. The existing Turnpike bridge (No. 930416) over Glades Rd was painted. Mariana was responsible for supervising field inspectors and an administrative assistant, preparing agendas for the weekly progress meetings and preparing/distributing progress meeting minutes, reviewing cost proposals for extra work submitted by the contractor and prepare estimate for such additional work, preparing and tracking Work Orders, and performing pay item quantity tracking and documentation.

Resumes



Denise Ervin

RESIDENT COMPLIANCE SPECIALIST | 30 YEARS OF EXP

Denise brings over 30 years of experience as a Resident Compliance Specialist, Compliance Auditor, and Project Coordinator across various Transportation, Residential, and Commercial construction projects in Palm Beach, Broward, and Miami-Dade Counties. Her expertise lies in Inspection Coordination, Permit Reviews, Federal Compliance Monitoring, and QA/QC. She excels in communication, fostering strong professional relationships with internal and external team members. Her strengths include planning, organizing, problem-solving, and time management, allowing her to efficiently handle multiple tasks while meeting strict deadlines in high-volume business environments.

REGISTRATION:

TIN# D62096465

City of Miami Gardens | Community Development Block Grant - Mitigation (CDBG-MIT) Vista Verde Community Drainage Project | Miami Dade County, FL

EDUCATION:

Broward Community College, 2015

COST: \$1.7 Million
PROJECT DURATION: OCT 2023 – PRESENT

CERTIFICATIONS:

CTQP Final Estimates Levels 1 & 2
Local EEO Computer Based Training and
LAPIT Information Tool

Contract Support/Compliance Specialist – Project includes exfiltration (French Drainage) system to include sediment traps, pollution baffles, permeable piping, filter cloth and ballast rocks to be designed for the 5-year South Florida Water Management District (SFWMD) storm event design. It will consist of restoration of any roads, sidewalks and swales impacted during construction. Duties include monitoring contractor compliance with all federal requirements, environmental reviews and permitting, prepare and submit monthly and quarterly reports. Part time assignment: 10 hours/week.

Reference: Tom Ruiz | Construction Manager | 786.279.1260

City of Jacksonville | LaSalle Street Drainage Improvements

COST: \$60 Million
PROJECT DURATION: JUN 2023 – FEB 2024

Contract Support Specialist/ Resident Compliance Specialist – The objective of this Design-Build project is to construct a new pump station and replace the existing storm drainage system within Jacksonville’s historic San Marco neighborhood. The improvements to the collection system include the installation of approximately 5,400 linear feet of RCP ranging in size from 15 to 60 inches in diameter, manholes measuring up to 8 feet in diameter, and a 48-inch backflow preventer at the St. Johns River. The pump station consists of five 200-horsepower pumps, 600 feet of 48-inch forcemain, one 2000-KW emergency generator with a 3,000-gallon belly fuel tank, a motor control electrical building, and a 230,000-gallon wet well. Additional improvements

Resumes

Denise Ervin – Selected Project Experience

include the installation of a new bulkhead at the St. Johns River, full-depth roadway construction, sidewalk, curb and gutter, landscaping, etc. Denise is supporting compliance oversight for the grant on this project, preparing meeting agendas and taking/distributing meeting minutes (Pre-Con, progress, pre-activity), and reviewing monthly invoices and quantities.

Reference: Jonathan Page, P.E. | Project Manager | 904.255.8931

FDOT District 2 | SR 21 from Commercial Circle to SR 16 | Clay County, FL

FIN: 443305-1-52-01

COST: \$13.4 Million

PROJECT DURATION: JUN 2022 – JUN 2023

Contract Support Specialist – This 360-day, 15.5-mile project consists primarily of milling and resurfacing SR 21 with RRR improvements along with some areas of pavement failure that is being addressed in concert with the resurfacing. The project also includes widening to increase queuing distance at 4 turn lanes and the construction of a new ITL at Gold Head Branch State Park as well as guardrail replacement/upgrades, drainage improvements to include trench drain installation, sidewalk replacement, striping, signage, and ADA improvements. Responsible for preparing meeting agendas and taking/distributing meeting minutes (Pre-Con, progress, pre-activity), preparing work orders and supplemental agreements (as-needed), running monthly estimates with PTS/SM, responding to QARs, checking Project Solve, developing Bluebeam as-built plans, acquiring weekly/monthly forms from Contractor (Certifications, FDOT Forms, etc.), and preparing the final estimate.

Reference: Rusty Cheshire | FDOT Project Manager | 352.519.7514

FDOT District 3 | SR 22 over Wetappo Creek; Bridge No. 510022 | Gulf County, FL

FIN: 218984-2-52-01

PROJECT DURATION: AUG 2021 – APR 2023

Resident Compliance Specialist / Associate Contract Support Specialist - The scope for this project consists of demolition of the existing Bridge No. 510022 and construction of a new Bridge 510076 which included a 20" CIP reinforced concrete deck on 24" prestressed concrete piles. Responsibilities include ensuring the contractor is in compliance with Payroll, DBE, and OJT requirements from project award to close-out. Other responsibilities include uploading documents into EDMS, preparing monthly correspondence, performing site visits to inspect bulletin boards, attending pre and post-construction meetings.

Reference: Joseph Mixon, P.E. | 850.326.8070

Leon County | Smith Creek Bike Lane Additions Phase I & II LAP Project

FIN: 4442060-1-38-01, 42060-2-38-01

COST: \$1.8 Million

PROJECT DURATION: SEP 2021 – JUN 2022

Resident Compliance Specialist / Contract Support Specialist – This project consisted of milling and resurfacing existing travel lanes, the addition of 6-foot shoulders, minor cross drain extensions, guardrail upgrades, drainage improvements, signing and pavement markings, and other safety improvements. Duties include ensuring the contractor is in compliance with Payroll, DBE, and OJT requirements from project award through close-out. Other responsibilities included uploading documents into EDMS, preparing monthly correspondence, performing site visits to inspect bulletin boards, attend pre and post-construction meetings.

Reference: Felton Ard, P.E. | 850.728.2585

Resumes



Rhett York

SENIOR INSPECTOR | 12 YEARS OF EXPERIENCE

Mr. York possesses 12 years of experience inspecting roadway construction projects and performing quality control. He possesses strong knowledge of field documentation, daily work reports and quantities, asphalt paving, sampling and testing various materials, and taking densities. He has the certifications and great communication skills needed to successfully work with and oversee the Contractor and field personnel.

REGISTRATION:

TIN #Y62073375

FDOT District 2 | SR 5 from North Alternate CR 210 to Racetrack RD, SR 5 from SR 152 (Baymeadows RD) to CR 116 (Sunbeam RD) | St. Johns County and Duval County

EDUCATION:

GED, Florida State Community College
at Jacksonville, 1993

FIN: 447526-1-52-01 and 447525-1-52-01

COST: \$3.3M

PROJECT DURATION: JUL 2023 - PRESENT

Senior Lead Inspector – This 480 day project consists of Installation of aluminum pole assemblies, Installation of conduit and pull boxes via directional boring and open trench excavation, Replacement of high mast luminaires, Installation of underdeck lighting and associated load center work, Installation of brackets and luminaires on existing JEA poles, Installation of brackets and luminaires on new JEA (Mid Span) poles, and removal of existing brackets and luminaires on existing JEA poles. Responsibilities include inspecting all roadway operations, preparing daily reports of construction activities using Site Manager, and measuring quantities and maintaining a summary of quantities sheets to ensure progress was fully documented.

CERTIFICATIONS:

CTQP Asphalt Paving

Levels 1 & 2

CTQP Concrete Field Technician Level 1

CTQP Earthwork Level 1 & 2

CTQP Final Estimates Level 1

Critical Structures

MOT / TTC Advanced

ACI Field Testing Technician Grade 1

FDEP Stormwater Erosion and
Sedimentation Control Inspector

Nuclear Radiation Safety / Hazmat

Reference: James Salter | FDOT Project Manager | 904.360.5513

FDOT District 2 | SR 21 from Commercial Circle to SR 16 | Clay County

FIN: 443305-1-52-01

COST: \$13.4M

PROJECT DURATION: JUN 2022 – AUG 2023

Senior Inspector – This 389-day, 15.5-mile project consists primarily of milling and resurfacing SR 21 with RRR improvements along with some areas of pavement failure that is being addressed in concert with the resurfacing. The project also includes widening to increase queuing distance at 4 turn lanes and the construction of a new ITL at Gold Head Branch State Park as well as guardrail replacement/upgrades, drainage improvements to include trench drain installation, sidewalk replacement, striping, signage and ADA improvements. Responsibilities include inspecting all roadway operations, preparing daily reports of construction activities using Site Manager, and measuring quantities and maintaining a summary of quantities sheets to ensure progress was fully documented.

Resumes

Rhett York – Selected Project Experience

Jacksonville Transportation Authority |
Parramore Rd Ext. from Youngerman Circle to
Parramore Road | Duval County

CONTRACT: 21-014
COST: \$3M
PROJECT DURATION: JUL 2021 – JUL 2022

Inspector - This project includes but is not limited to: Clearing and Grubbing, Storm Drain and Structures, Curb and Gutter, Sidewalks, Gravity Walls, Railing, Signalization, Drill shafts, Mast Arms, Lighting, Directional Boring, Paving, Milling and Resurfacing, Overbuild, Manhole Adjustments, Signing and Pavement Markings, JEA Utilities (waterline), Brand New Roadway Construction. Rhett's duties consist of but are not limited to Earthwork testing, VT density logbook, Concrete Testing, Daily Work Reports, Weekly Work Reports, Turbidity testing, overall site inspection.

Reference: Bill Brown | Project Administrator |
904.535.2931

FDOT District 2 | SR 200 / US 301 Bridge
Replacement at Alligator Creek Bridge No.
280063 | Bradford County

FIN: 434038-1-6-01
COST: \$3.7M

Senior Inspector - This project consisted of bridge replacement, roadway and shoulder widening, overbuild and reconstruction to correct cross slope and improve drainage, milling and resurfacing of all travel lanes, as well as the construction of gravity wall, sidewalks, pedestrian guide rails, and driveways. Additional work items included minor drainage improvements, erosion protection, signing and pavement markings, and guardrail.

Reference: Patrick Gallagher, P.E. | Project
Manager | 352.381.4212

FDOT District 2 | SR 21 Resurfacing (SR 16 to
CR 215) | Clay County

FIN: 441129-1-52-01
COST: \$4.0M
PROJECT DURATION: FEB 2021 – MAY 2021

Senior Inspector – The scope for this project included milling and resurfacing, base work, shoulder treatment, drainage improvements, guardrail, traffic signals, highway signing and other incidental construction. Rhett's primary responsibility was milling and resurfacing operations.

Reference: Rusty Cheshire | Project Manager |
352.381.4213

FDOT District 2 | District Wide School
Improvements | Various Counties

FIN: 444990-1-52-01
COST: \$1.5M
PROJECT DURATION: SEP 2020 – FEB 2021

Senior Inspector – The scope for this project included the upgrading of school zones at 181 locations throughout District 2. The improvements consisted of the removal, relocation, and new installation of various single post-mounted signs, sign panels, and solar-powered flashing beacons.

Reference: Joe Lovelace | Lake City Construction
| 386.961.7214

Resumes



Ian Brewster

SENIOR INSPECTOR | 9 YEARS OF EXP

Ian offers 9 years of experience on roadway construction projects and is ready and able to work with the project team and Contractor to produce quality and successful projects. He has strong knowledge of field documentation, asphalt paving, daily reports, density logbook, and MOT and possesses many certifications to excel in his designated role

REGISTRATION:

Cert Name
TIN # B62341890

EDUCATION:

Mandarin High School, 2008

CERTIFICATIONS:

- CTQP Asphalt Paving Levels 1 & 2
- CTQP Concrete Field Technician Level 1
- CTQP Concrete Field Inspector L2
- CTQP Earthwork Levels 1 & 2
- CTQP Final Estimates Level 1
- CTQP Pile Driving Inspector
- CTQP Drilled Shaft Inspector (pending)
- MOT / TTC Intermediate
- Critical Structures
- ACI Field Testing-Technician Grade 1
- IMSA Traffic Signal Technician Level 1
- FDEP Stormwater Erosion and Sedimentation Control Inspector
- Nuclear Radiation Safety / HazMat

FDOT District 2 | SR 8 (I-10) & 121 Operational Improvements, New Off Ramp | Baker County, FL

FIN: 435745-1-52-01
PROJECT DURATION: JAN 2024 – PRESENT
Senior Inspector - The scope for this project consists of construction of a new off ramp on I-10. Responsibilities include overseeing day-to-day activity and tracking progress. Also, ensuring the project follows all standards and specifications.

Reference: Robby Gurganious | 904.497.2307

City of Jacksonville | CEI Services for the Mayport Docks Redevelopment | Duval County, FL

COST: \$6.6 Million
PROJECT DURATION: MAY 2022 – AUG 2023
Senior Bridge Inspector/Senior Inspector - This lump sum project includes the construction of a 200 linear feet (LF) dock and 110 LF landing pier to berth new research vessels. Construction will also include the construction of a floating dock and landing, electrical, sewer, water, and lighting services to the dock as well as drainage improvements to the existing site. All work to construct the dock is in accordance with FDOT Bridge Specifications and Standards. Ian provides CEI inspection services for this dock/bridge project including oversight of construction inspections for all items of construction including the dock/bridge foundation, pile driving, substructure, deck placements, and utility installations.

Reference: Daryl Weinstein | Project Manager | 904.255.8925

City of Jacksonville | CEI Services for the Mayport Docks Redevelopment | Duval County, FL

COST: \$6.6 Million
PROJECT DURATION: MAY 2022 – AUG 2023

Resumes

Ian Brewster – Selected Project Experience

Senior Bridge Inspector/Senior Inspector - This lump sum project includes the construction of a 200 linear feet (LF) dock and 110 LF landing pier to berth new research vessels. Construction will also include the construction of a floating dock and landing, electrical, sewer, water, and lighting services to the dock as well as drainage improvements to the existing site. All work to construct the dock is in accordance with FDOT Bridge Specifications and Standards. Ian provides CEI inspection services for this dock/bridge project including oversight of construction inspections for all items of construction including the dock/bridge foundation, pile driving, substructure, deck placements, and utility installations.

Reference: Reference: Daryl Weinstein | Project Manager | 904.255.8925

KB Homes | Copper Ridge Road Phase 1 | Duval County, FL

COST: \$4.9 Million

PROJECT DURATION: SEP 2022 – NOV 2022

Senior Inspector -The objective of the project is to construct a four-lane boulevard extending approximately 0.58 miles through an undeveloped area of Southwest Jacksonville for the Copper Ridge community currently being developed. The construction of the 40-mph road consists of four travels, five turn lanes integrated within the 17-foot median, one 12-foot-wide asphalt multiuse path, and 6-foot concrete sidewalks. The drainage improvements consist of 30 inlet and/or manhole structures, approximately 3,300 LF of RCP ranging in size from 15 to 36 inches in diameter, 9,500 LF of curb and gutter, and 775 LF of traffic separator. The project also includes JEA lighting and signage and pavement markings.

Reference: Robin Smith | City of Jacksonville, Chief Engineer | 904.255.8710

FDOT District 2 | Drayton Island Rd over St. Johns River Bridge No. 764060 & 764061 | Putnam County, FL

FIN: 447418-1-52-01

COST: \$4 million

PROJECT DURATION: SEP 2021 – SEP 2022

Senior Inspector – This project consists of inspecting roadway construction, concrete curb, lighting, signing, bridge construction for ferry landings, and VT concrete/earthworks testing. Ian's responsibilities included inspecting all roadway operations, preparing daily reports of construction activities using Site Manager, and measuring quantities and maintaining a summary of quantities sheets to ensure progress was fully documented.

Reference: Chris Beury | Project Manager | 904.813.3900

FDOT District 2 | US 1/SR A1A from San Marco to Magnolia Ave & May Street | Duval County, FL

FIN: 210452-4-52-01, 210452-4-56-01, 434556-1-52-01 & 434556-1-56-01

COST: \$9.2 Million

PROJECT DURATION: NOV 2017 – SEP 2021

Inspector – This project was for SR A1A (May Street) from San Marco to Magnolia Avenue milling and resurfacing, base work, shoulder treatment, drainage improvements, curb and gutter, traffic signals, lighting, highway signing, sidewalks, utility improvements, and other incidental construction activities on SR A1A (May Street) from San Marco Avenue to Magnolia Avenue and on US 1 at San Carlos Avenue intersection improvements. Ian's duties included the inspection and documentation activities for material sampling and testing of concrete.

Reference: Taylor Byrd | FDOT Project Manager | 386.312.4826

Resumes



Brandon Sproul

INSPECTOR | 4 YEARS OF EXP

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

REGISTRATION:

TIN #S16407097

Nassau County | CR-108 Safety Improvements LAP Project from Middle Road to US-17 | Location

EDUCATION:

Florida Gateway College, Lake City, FL

FIN: 439496-1-58-01

COST: \$4.6M

PROJECT DURATION: JUL 2023 – NOV 2023

CERTIFICATIONS:

CTQP Asphalt Paving Levels 1 & 2

CTQP Earthwork Levels 1 & 2

Nuclear Radiation Safety / HazMat

FL Stormwater, Erosion and Sedimentation

Inspector

MOT Advanced

Inspector – This project consists of milling and resurfacing, super-elevation shoulder widening, guardrail, drainage improvements, signage, pavement markings, and raised thermoplastic audible/vibratory markings. Brandon is responsible for ensuring the improvements were performed in accordance with the FDOT LAP and Nassau County specifications.

Reference: Raymond Albury | County Project Manager | 904.254.2164

FDOT District 2 | SR 21 from Commercial Circle to SR 16 | Clay County

FIN: 443305-1-52-01

COST: \$13.4M

PROJECT DURATION: OCT 2022 – AUG 2023

Senior Inspector – This 389-day, 15.5-mile project consists primarily of milling and resurfacing SR 21 with RRR improvements along with some areas of pavement failure that is being addressed in concert with the resurfacing. The project also includes widening to increase queuing distance at 4 turn lanes and the construction of a new ITL at Gold Head Branch State Park as well as guardrail replacement/upgrades, drainage improvements to include trench drain installation, sidewalk replacement, striping, signage and ADA improvements.

Reference: Rusty Cheshire | FDOT Project Manager | 352.519.7514

Resumes

Brandon Sproul – Selected Project Experience

FDOT District 3 | SR 371 (Orange Avenue/Lake Bradford Rd)| Leon County

FIN: 439732-1-52-01, Contract E3U62
COST: \$3.3M)
PROJECT DURATION: MAY 2022 – OCT 2022

Quality Control Technician – This 13.4-mile improvement project consists of milling, resurfacing, ADA improvements, minor drainage, signing, pavement markings and signalization improvements of SR 371 (Orange Avenue/Lake Bradford Road) from W of Rankin Avenue to SR 366 in Leon County. Duties included measuring and recording cross slopes, consistent density tests with nuclear gauge, controlling rolling patterns, and cutting quality control and IV cores after being tested.

FDOT District 2 | Urban Core Riverfront Revitalization & Complete Streets | Duval County

FIN: 443397-2-58-01, Contract G1H12
COST: \$31.6K
PROJECT DURATION: MAY 2022 – OCT 2022

Quality Control Technician – This was a .96-mile project where Brandon's duties included performing earthwork on pipe runs, structures, embankments, stabilized subgrade, and base. Brandon also checked depths to ensure the proper thickness of worked areas.

FDOT District 3 | , SR 61 (US 319) (Thomasville Rd) | Leon County

FIN: 439728-1-52-01, Contract T3762
COST: \$7.5M
PROJECT DURATION: AUG 2021 – OCT 2022

Quality Control Technician – The improvements under this 4.62-Mile contract consisted of milling and resurfacing, turn lane extension, ADA improvements, signing and pavement marking,

and pedestrian signals on SR 61 (US 319) Thomasville Road from South of Maclay Road to Timberwolf Crossing in Leon County. Brandon's duties included measuring and recording cross slopes, consistent density tests with nuclear gauge, controlling rolling patterns, and cutting quality control and IV cores after being tested.

FDOT District 2 | I-10 Rest Area Improvements | Columbia & Suwanee Counties

FIN: 438608-1-52-01, Contract E2Z33
COST: \$27M
PROJECT DURATION: JUL 2020 – OCT 2022

Quality Control Technician – Brandon's duties included performing earthwork on pipe runs, structures, embankments, stabilized subgrade, and base. Brandon also checked depths to ensure the proper thickness of worked areas.

FDOT District 2 | SR 21 from CR-218 to Black Creek Improvements | Clay County

FIN: 208211-5-52-01, Contract E2Y80
COST: \$16.4M
PROJECT DURATION: FEB 2020 – OCT 2022

Quality Control Technician – The scope of this 1.234-mile project included milling and resurfacing, base work, shoulder treatment, drainage improvements, curb and gutters, traffic signals, lighting, highway signing, bridges, MSE walls, sidewalks/bicycle path, and other incidental construction on SR 21 in Clay County from CR 218 to Black Creek North Fork Bridge. Mr. Sproul's duties included performing earthwork on pipe runs, structures, embankments, stabilized subgrade, and base. Mr. Sproul also checked depths to ensure the proper thickness of worked areas. In addition, he provided asphalt testing which included measuring and recording cross slopes, consistent density tests with nuclear gauge.

Resumes



Jody Beggs

INSPECTOR | 15 YEARS OF EXP

Jody possesses 15 years of experience on roadway construction projects and is ready and able to work with the Senior Inspector, project team, and Contractor to produce quality and successful projects. He has strong knowledge of field documentation, asphalt paving, earthworks, utility coordination and ensuring Contractor compliance with contracts and specifications.

REGISTRATION:

TIN# B20042262

FDOT District 2 | SR 5 (US 1) Lighting (Alernate CR 210 to Race Track Road) | St. Johns County, FL

EDUCATION:

Graduate Santa Fe Community College, Gainesville, FL - Engineering Courses 1984-1985

FIN: 447526-1-52-01
COST: \$1.7 Million
PROJECT DURATION: AUG 2022 –/PRESENT

CEI Inspector- The scope of this Design Build project includes the installation of 61 new light poles, underdeck lighting, high mast lighting upgrades, conduit, load centers, etc. to improve the roadway lighting for this corridor. The project consists of both JEA and FDOT maintained improvements. Jody is responsible for ensuring the improvements and material incorporated into the project are in accordance with the JEA and FDOT specifications.

CERTIFICATIONS:

CTQP Asphalt Paving Levels 1 & 2
CTQP Earthwork Level 1

CTQP Final Estimates Level 1

Reference: James Salter | Project Manager | 904.497.2369

MOT / TTC Advanced

FDOT District 2 | CR 18 (SR 100 to SE 36th Ave) Bike Path and Trail | Bradford County, FL

CTQP Concrete Field Technician Level 1

ACI Concrete Field-Testing Technician Grade 1

FIN: 433171-5-52-01
COST: \$5.3 Million
PROJECT DURATION: SEP 2022 – APR 2023

CEI Roadway Inspector- This paving project consists of a 4-mile bike trail segment stretching from 36th Avenue in Hampton to State Road 100. The scope of this project includes Type B Stabilization, earthwork, asphalt base and structural, signalization, signing and lighting, drainage, concrete work, and bridge construction.

IMSA Traffic Signal Inspector Level 1

FDEP Stormwater Erosion and Sedimentation Control Inspector

Nuclear Radiation Safety / Hazmat

FEMA 100C, 200C

Reference: Brandon Smith, P.E. | Project Manager | 386.623.6719

Critical Structures

FDOT District 2 | SR 113 (Southside Connector and Frontage Roads) | Duval County, FL

Cyber Security Awareness Training

FIN: 437611-1-52-01
COST: \$10 Million
PROJECT DURATION: OCT 2020 – JUN 2022
CEI Roadway Inspector- The improvements under this contract consist of milling and resurfacing, base work, shoulder treatment,

Resumes

Jody Beggs – Selected Project Experience

drainage improvements, curb and gutters, traffic signals, lighting, highway signing, guardrail, sidewalks/bicycle path, and other incidental construction on SR 113 in Duval County from SR 115 to I-295. Duties included oversight and inspection of all milling and paving operations, traffic signalization, shoulder treatment, concrete sidewalks, curb & gutter, ADA ramps, sodding, lighting as well as assessment of daily MOT installation within project limits.

Reference: Victor O. Marrero P.E. | Project Manager

FDOT District 2 | SR 200 / US 301 Bridge Replacement at Alligator Creek Bridge No. 280063| Bradford County, FL

FIN: 434038-1-52-01

COST: \$3.7 Million

PROJECT DURATION: JUL 2020 – AUG 2021

Inspector - The scope of this project consisted of the replacement of the original bridge structure and included roadway and shoulder widening, overbuild and reconstruction to correct cross slope and improve drainage, milling and resurfacing of all travel lanes, as well as construction of gravity wall, sidewalks, pedestrian guiderails, and driveways. Additional work items included minor drainage improvements, erosion protection, signing and pavement markings, and guardrail. Jody's responsibilities included oversight and inspection of all milling and paving operations, traffic signalization, shoulder treatment, concrete sidewalks, curb & gutter, ADA ramps, as well as assessment of daily MOT installation within project limits.

Reference: Patrick Gallagher, P.E. | Project Manager | 352.381.4212

FDOT District 2 | CR 200A Bridge over Alligator Creek Bridge No. 280034| Bradford County, FL

FIN 435780-1-52-01

COST: \$1.1 Million

PROJECT DURATION: SEP 2020 – APR 2021

The scope of this 0.09-mile project included roadway and shoulder widening and reconstruction of all travel lanes, along with construction of drain flumes, ditch grading, and driveway. Additional work items also included minor drainage improvements, erosion protection, signing and pavement markings, and guardrail. CR 200A (old US 301) is a 2-lane roadway, servicing residents and a lumber yard on this 2-mile-long roadway. Duties included oversight and inspection of all milling and paving operations, traffic signalization, shoulder treatment, concrete sidewalks, curb & gutter, ADA ramps, as well as assessment of daily MOT installation within project limits.

Reference: Patrick Gallagher, P.E. | Project Manager | 352.381.4212

FDOT District 2 | SR 10 (Beaver Street) from East of Tyler Street to East of Eaverson Street | Duval County, FL

FIN: 441298-1-52-01

PROJECT DURATION: AUG 2019 – SEP 2020

Inspector -The proposed improvements included milling and resurfacing, base work, drainage improvements, curb and gutter, traffic signals, highway signing, sidewalk improvements, JEA Utility Work and other incidental construction. Jody's responsibilities included oversight and inspection of all milling and paving operations, manhole adjustments, traffic signalization, direct boring operations, concrete sidewalks, ADA ramps, drainage improvements, highway signing, JEA utility adjustments, as well as assessment of daily MOT installation within project limits.

Reference: Dan Lahey | Construction Project Manager | 904.360.5553

Resumes



Scott Graham, PSM Vice President/Chief Surveyor

I-95 High Occupancy Vehicle (HOV) Lane Design Survey, FDOT District 4, Palm Beach County, Florida (2005) - Senior Surveyor for design survey of I-95 from north of Donald Ross Road to Indiantown Road. Maintained schedule for survey tasks including GPS Survey of section corners, review baseline of survey calculations. Designed leveling network for least squares adjustment, scheduled and QA/QC of DTM survey including check cross-section verification, aerial target placement for low altitude mapping (LAMP), and bridge survey for bridge widening at the SR 710 overpass. Responsible for checking and merging aerial DTM data into conventional survey database for preparation of final project DTM.

SR 15 (US 17), FDOT District 2, Duval County, Florida, (2022-2023) - Chief Surveyor and Project Manager for a 3D design survey for approximately 1.25 miles of SR 15. Responsible for scope development and schedule. Tasks included 3D design survey, right-of-way survey and calculations, and SUE. Responsible for project coordination, supervision and QC of data, and deliverable packages. This was a MicroStation Connect Edition FDOT Open Roads Designer deliverable project.

SR 9A (I-295), FDOT District 2, Duval County, Florida, (2023) - Chief Surveyor and Project Manager for a right of way survey to re-establish the baseline and the existing right of way for a section of SR 9A from southerly of Commonwealth Avenue to northerly of New Kings Road. Responsible for project coordination, supervision and QC of data, and deliverable packages. This was a MicroStation Connect Edition FDOT Open Roads Designer deliverable project.

CR 2209, St Johns County, Florida, (2022-2023) - Chief Surveyor and Project Manager for a 3D design survey for approximately 2.5 miles of CR 2209, a greenfield section of the roadway that crossed SR 16, International Golf Parkway and joined the existing CR 2209 in Silverleaf. This project incorporated Terrestrial laser scanning, sUAS based aerial Lidar and total station surveying methods combined into a single seamless deliverable. Responsible for scope development and schedule. Tasks included 3D design survey, right-of-way survey and calculations, and SUE. Responsible for project coordination, supervision and QC of data, and deliverable packages. This was a MicroStation Connect Edition FDOT Open Roads Designer deliverable project.

SR 51 at SR 8 (I-10), FDOT District 2, Suwannee County, Florida, (2020) - Chief Surveyor and Project Manager for a 3D design survey for approximately 2,500' of SR 8 and 5,000' of SR 51. Responsible for scope development and schedule. Tasks included 3D design survey, right-of-way survey and calculations, and SUE. Responsible for project coordination, supervision and QC of data, and deliverable packages. This was a MicroStation Connect Edition FDOT Open Roads Designer deliverable project.

SR 115, FDOT District 2, Duval County, Florida, (2019-2020) - Chief Surveyor and Project Manager for a 3D design survey for approximately 4 miles of SR 115 from US 1 north to SR 202. Responsible for scope development and schedule. Tasks included establishing horizontal and vertical control, 3D design survey, and right-of-way survey and calculations. Responsible for project coordination, supervision and QC of data, and deliverable packages. This was a MicroStation Connect Edition FDOT Open Roads Designer deliverable project.

Old Middleburg Road, City of Jacksonville, Duval County, Florida (2019-Ongoing) - Chief Surveyor and Project Manager for a 3D design survey and preparation of right-of-way maps for 4 miles of Old Middleburg Road from the Argyle Forest Boulevard north to NW 103rd Street (SR 134). Responsible for scope development and schedule. Tasks included establishing horizontal and vertical control, 3D design survey and right-of-way survey and calculations, and sectional survey. Responsible for project coordination, supervision and QC of data, and deliverable packages.

SR 100, FDOT District 2, Putnam County, Florida, (2019) - Chief Surveyor and Project Manager for a 3D design survey for 2.525 miles of SR 100 from Mile Post 18.836 to 21.361. Responsible for scope development and schedule. Tasks included establishing horizontal and vertical control, 3D design survey, right-of-way survey and calculations, and sectional survey. Responsible for project coordination, supervision and QC of data, and deliverable packages. This was a MicroStation Connect Edition FDOT Open Roads Designer deliverable project.

SR 9 (I-95), FDOT District 2, St. Johns County, Florida (2017-2019) - Chief Surveyor and Project Manager for the milling and resurfacing project from the Flagler County Line to South of SR 207 (13.5 miles). Responsible for scope and schedule of all survey tasks. Established a horizontal and vertical control network and coordinated with adjoining FDOT projects on SR 5 and SR 206. Laser scanned the entire project and extracted 1,000' interval cross sections and 3D Survey in the areas identified by the Engineer. Performed database QC, supervision, and preparation of FDOT deliverable package in MicroStation SS4 database format.

Resumes



Scott Graham, PSM
Vice President/Chief Surveyor

I-95 High Occupancy Vehicle (HOV) Lane Design Survey, FDOT District 4, Palm Beach County, Florida (2005) - Senior Surveyor for design survey of I-95 from north of Donald Ross Road to Indiantown Road. Maintained schedule for survey tasks including GPS Survey of section corners, review baseline of survey calculations. Designed leveling network for least squares adjustment, scheduled and QA/QC of DTM survey including check cross-section verification, aerial target placement for low altitude mapping (LAMP), and bridge survey for bridge widening at the SR 710 overpass. Responsible for checking and merging aerial DTM data into conventional survey database for preparation of final project DTM.

SR 15 (US 17), FDOT District 2, Duval County, Florida, (2022-2023) - Chief Surveyor and Project Manager for a 3D design survey for approximately 1.25 miles of SR 15. Responsible for scope development and schedule. Tasks included 3D design survey, right-of-way survey and calculations, and SUE. Responsible for project coordination, supervision and QC of data, and deliverable packages. This was a MicroStation Connect Edition FDOT Open Roads Designer deliverable project.

SR 9A (I-295), FDOT District 2, Duval County, Florida, (2023) - Chief Surveyor and Project Manager for a right of way survey to re-establish the baseline and the existing right of way for a section of SR 9A from southerly of Commonwealth Avenue to northerly of New Kings Road. Responsible for project coordination, supervision and QC of data, and deliverable packages. This was a MicroStation Connect Edition FDOT Open Roads Designer deliverable project.

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SR 100, FDOT District 2, Putnam County, Florida, (2019) - Chief Surveyor and Project Manager for a 3D design survey for 2.525 miles of SR 100 from Mile Post 18.836 to 21.361. Responsible for scope development and schedule. Tasks included establishing horizontal and vertical control, 3D design survey, right-of-way survey and calculations, and sectional survey. Responsible for project coordination, supervision and QC of data, and deliverable packages. This was a MicroStation Connect Edition FDOT Open Roads Designer deliverable project.

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FDOT Prequalification - WSB



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

June 24, 2024

Jon Chiglo, COO
WSB LLC
701 Xenia Avenue South, Suite 300
Minneapolis, Minnesota 55416

Dear Mr. Chiglo:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following professional services types of work per Rule 14-75, F.A.C.:

- 3.1 Minor Highway Design
- 3.2 Major Highway Design

- 7.1 Signing, Pavement Marking and Channelization
- 7.2 Lighting
- 7.3 Signalization

- 9.2 Geotechnical Classification Laboratory Testing
- 9.3 Highway Materials Testing
- 9.4.1 Standard Foundation Studies

- 10.1 Roadway Construction Engineering Inspection
- 10.3 Construction Materials Inspection
- 10.4 Minor Bridge & Miscellaneous Structures CEI
- 10.5.1 Major Bridge CEI - Concrete

- 13.5 Subarea/Corridor Planning
- 13.6 Land Planning/Engineering

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2025, for contracting purposes.

Approved Rates

Home Overhead	Field Overhead	Facilities Capital Cost of Money	Premium Overtime	Home Direct Expense	Field Direct Expense	Published Fee Schedule
152.28%*	129.76%*	0.570%*	Reimbursed	5.43%*	13.44%*^	Yes

*Interim Rates

^Rent and utilities excluded from field office rate. These costs will be directly reimbursed on contracts that require the consultant to provide field office.

FDOT Prequalification - WSB

Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.

Should you have any questions, please feel free to contact me by email at carliayn.kell@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,



Carliayn Kell
Professional Services
Qualification Administrator

FDOT Prequalification - ETM



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

August 16, 2023

Scott Graham, Vice President
ETM SURVEYING & MAPPING, INC.
14775 Old St. Augustine Road
Jacksonville, Florida 32258

Dear Mr. Graham:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following types of work:

- Group 8 - Survey and Mapping
- 8.1 - Control Surveying
 - 8.2 - Design, Right of Way & Construction Surveying
 - 8.3 - Photogrammetric Mapping
 - 8.4 - Right of Way Mapping

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2024, for contracting purposes.

Approved Rates

Home/ Branch Overhead	Facilities Capital Cost of Money	Premium Overtime	Reimburse Actual Expenses	Home Direct Expense
210.53%	1.098%	Reimbursed	No	4.78%

Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.

Should you have any questions, please feel free to contact me by email at carliayn.kell@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,

Carliayn Kell
Professional Services
Qualification Administrator

Business License

State of Florida Department of State

I certify from the records of this office that WSB LLC is a Minnesota limited liability company authorized to transact business in the State of Florida, qualified on September 29, 2023.

The document number of this limited liability company is M23000012528.

I further certify that said limited liability company has paid all fees due this office through December 31, 2024, that its most recent annual report was filed on February 12, 2024, and that its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Thirtieth day of May, 2024*



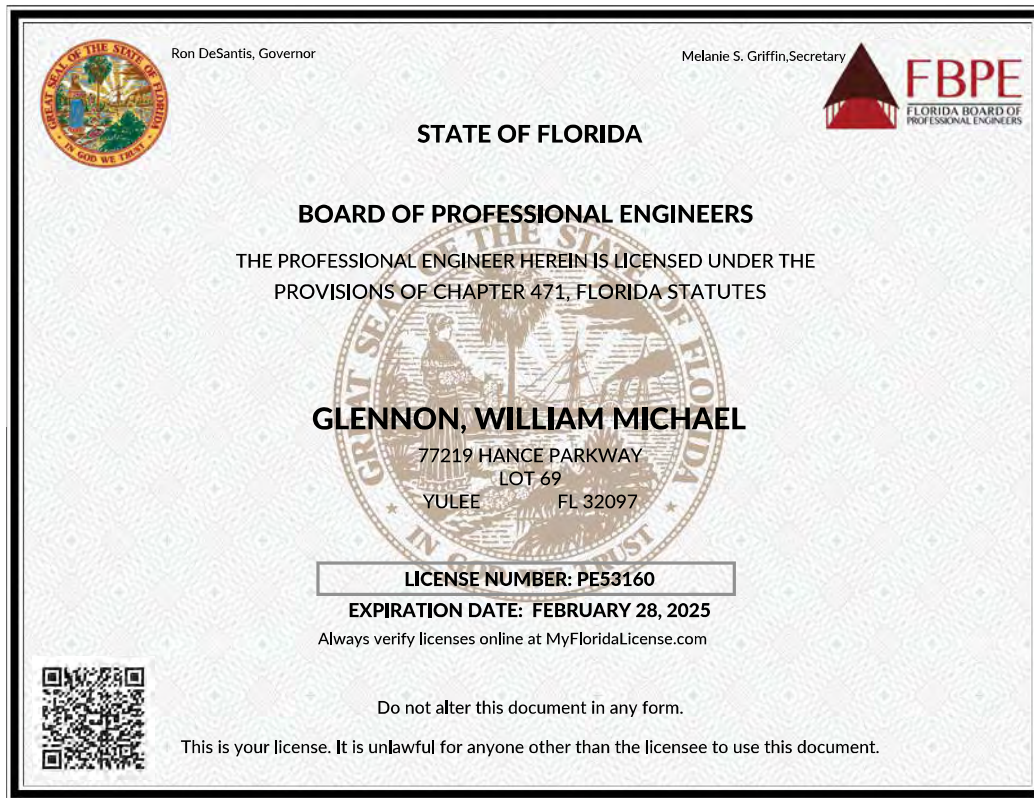

Secretary of State

Tracking Number: 9755221130CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

PE License





Tab 4: Project Understanding, Approach, and Methodology

Project Understanding, Approach, and Methodology

A. SERVICES PROPOSED TO BEST MEET THE SCOPE OF WORK

WSB has been providing a wide range of high quality CEI and QC inspection services to our State, County, City and Agency clients for over 15 years. With the addition of our full service and local materials testing laboratory in January 2020 and prequalification in other areas, we are now able to provide a wide range of Design, Inspection and Materials testing services to streamline all functions of our CEI operation. Headquartered in downtown Jacksonville and having completed numerous CEI resurfacing projects within Nassau County for FDOT, WSB is uniquely qualified to deliver optimal results to Nassau County, especially on this CR 121 resurfacing and reconstruction project. With our team lead by highly regarded Florida Professional Engineers, we have the experience, technical knowledge, qualifications, depth of resources, and community relationships that no other team can offer.

WSB's proposed team members exceed the requirements set forth in the Scope of Services and WSB will appropriately staff the project to coincide with the ongoing construction operations to ensure that the responsibilities assigned by the Scope of Services and by the County, are effectively and efficiently carried out. All services will be performed by WSB in accordance with the established standard procedures and practices. WSB is very familiar with FDOT D2 LAP program team, 'Big 4' LAP specifications, the standard procedures and practices set forth in the Scope of Services and with best practices for construction engineering and contract administration for roadway related construction and miscellaneous infrastructure construction.

WSB Engineering's (WSB) approach to this project is to constantly look ahead of the contractor and to identify and resolve issues upfront to eliminate surprises. The contractor must know his contract, and WSB's goal as your Construction Management professional is to ensure he abides by the requirements of his contract. We will facilitate an open partnership to mitigate any project delays or increased costs. We specialize in projects with similar resurfacing/overbuild scopes, have recently completed the FDOT resurfacing of US 1 from Callahan to Hilliard and the Nassau County CR 108 project. We have an outstanding relationship with the local active citizenry – **with a unified front alongside the County, we are prepared to manage this project, with SAFETY and ACCESS held to the utmost importance.**

Our goal is to produce a quality project within contract budget and time while never losing sight of details such as MOT, Erosion Control, Safety and Public Relations. At the same time, we will ensure all stakeholders are held accountable in their project roles and always keep the client and the community up to speed on project developments. Our team has a long track record of success for addressing and reacting to many sensitive construction and public information challenges by quickly addressing them at the lowest level possible.

PROJECT MANAGEMENT PLAN

Our firm has been following the evolution of this project in anticipation of the opportunity to provide CEI services. We understand this is a needed improvement in order to correct the years of trucking over CR 121. WSB understands the project shall be extremely challenging to reconstruct the entire road while keeping on lane of traffic. However, we will coordinate with the Contractor to establish a safe Traffic Control Plan that works and is safe for the travelling community especially the truckers.

Selecting the staff is the first step in administering this project in accordance with plans and specifications.

Sr. Project Engineer, William Glennon, P.E., collaborated with the Project Administrator (PA), Jose Vazquez, P.E. and Assistant PA, Alan Floyd, to select team members that have worked as a team previously and will that complement this project. Rhett York, Ian Brewster, Jody Beggs and Brandon Sproul have all worked for Nassau County in the past and with their combined strengths the County can be assured this team is highly qualified in all scope elements including milling & resurfacing, super elevation/cross slope correction, full road reconstruction, side drain/MES replacement, shoulder rework, and pavement markings.

To provide the County with the most cost-effective CEI service, the management and office staff will be assigned part-time while focusing our inspection staff on contractor oversight while actively pursuing the project activities. WSB will assign full-time dedicated inspection staff required to sufficiently cover all operations and provide the consistency needed throughout the project's duration. Should project demands require us to scale up or scale down, we will do so appropriately.

INTERPRETATION OF SCOPE AND METHOD OF APPROACH

To develop WSB's project approach and fully understand the scope of CR 121, we acquired the roadway plans and made multiple site visits. We understand that the primary work activity on this project is both full reconstruction and milling & resurfacing and we are thoroughly prepared to exceed the County's expectations in this and all areas.

At WSB we pride ourselves in providing an experienced team for CEI, contract administration and verification sampling & testing. Our approach for engineering the highest quality project for our client revolves around the procedures and guidelines we have developed throughout our extensive experience in the industry. A good example of our ability to observe and advise whether plans and specifications are being complied with can be demonstrated by how we approach asphalt. Quality asphalt pavement begins with the prevention of deficiencies, such as segregation. The SPE, PA and inspection team will stress the importance of good paving practices during the pre-construction and pre-paving meetings and remind the contractor of the necessary guidelines, including:

1. Scheduling the appropriate number of dump trucks to keep paving operations moving.
2. Consistently checking the asphalt temperature in the trucks and on the freshly paved mat during rolling operations in search of variations that are signs of segregation.
3. Reviewing the importance of how/when the paving operator folds up the wings and empties the hopper (end of load segregation).
4. Maintaining proper rolling equipment & patterns. When segregation is observed, it is quickly reported to the contractor and plant so the truck loading process can be reviewed. Our Team will resolve materials issues quickly.

Through project photos and videos, WSB will document the pre-construction condition of the project. WSB will continue this documentation throughout the duration of the project. Our PA, Jose Vazquez, P.E., will manage field staff and be the main point of contact with the County's CPM, contractor, EOR, and other stakeholders. He will manage and track the RFI process to expedite resolutions, approve/develop contract modifications, and administer project meetings with the Contractor to discuss on-going work, the two-week look-ahead schedule, and material delivery schedules requiring coordination with CEI inspectors. Jose will use the contractor's two-week lookahead to develop pre-activity meeting agendas to ensure that all parties have a 'meeting of the minds' on activity expectations. Our CSS, Mariana Betancur, while engaged as CSS will track quantities, assist in the development of contract modifications, and process estimates. Rhett York and Ian Brewster in their role as Senior Inspector will be the "eyes and ears" of our team, working closely with the contractor in the field to ensure plans and specifications are met. We will work with the contractor in a fair and

uniform manner to minimize impacts. This requires a simple approach of learning everything there is to know about the project, discussing all stakeholder concerns, and communicating openly. WSB will maintain open lines of communication and keep accurate, up-to-date documentation.

WSB Engineering will provide the County with our applicable experience and knowledge to interpret specifications and evaluate any project 'grey areas' open to interpretation by the contractor. If issues should arise on a project, related to specification interpretation, WSB will take the time to understand the contractor's position related to their interpretation of the specification, as well as analyze the specification from the owner's position. WSB will explain the potential different interpretations to the County's Project Manager and offer a recommendation for moving forward in a manner that will reduce exposure to the County while attempting to partner with the contractor. Our attempts to partner with the contractor will always be secondary to our fiduciary responsibility to do what is in the best interest of Nassau County and its citizens. WSB Engineering is offering the 73 years of combined multi-discipline experience between Bill Glennon, PE, Jose Vazquez, PE and Alan Floyd; collectively having CEI, Construction, and CQC experience. Their multi-disciplined expertise can assist the County if needed with the completion of project scopes, plans, constructability reviews, and FDOT Specification conformance. Their comprehensive experience will prove to be an invaluable resource for Nassau County during the completion of the design phase. Mr. Glennon's vast experience as Contractor, Consultant and Owner provide the team, and County, with an unsurpassed knowledge and experience, separating the WSB Team from its competition. Please contact former Jacksonville City Engineer, Robin Smith, PE at 904-947-0375 as a reference.

CR121 (FIN 449196-1-54-01) is a State-Funded Grant Agreement for the CR 121 Project with Nassau County, and its Scope consists of the 7.5 mile of milling & resurfacing, roadway reconstruction, guardrail installation & drainage improvements, as well as Signing & Pavement Marking in Nassau's County CR 121 from the Duval County Line to CR 119. This two-lane two-way road has a posted speed of 45/55 MPH. The plans indicate no work shall be permitted between the hours of 7:00 pm to 7:00 am. Traffic shall be reduced to one- (1) lane with the construction being done in four (4) phases according to the Temporary Traffic Control Plans provided by Kimley Horn. Maintenance of Traffic (MOT) shall be in compliance with FDOT standard index 102-600. The current specifications stipulated in the plans follow FDOT standard plans and standard specifications FY 23-24.

The proposed roadway plans include four- (4) typical sections where construction consists of milling existing asphalt to 4" depth, replaced with 2.5" of Type SP Structural Course TL-B with polymer 76-22 added to the mix to help prevent future rutting. Also, 1.5" of FC-12.5 TL-B with PG 76-22. The typical section also shows full reconstruction of the existing 2 lane road with 12" of Type B stabilized subgrade, 6" Type B-12.5 Black Base, 2.5" of Type SP Structural Course TL-B with PG 76-22 and 1.5" of FC-12.5 TL-B with PG 76-22. The plans also include subsoil excavation under the exiting road from station 67+13 to station 77+13 and station 92+12 to station 102+13. In addition, minor drainage improvement and guardrail installation at few locations and driveway turnouts. Even though this rural road has minimal traffic, residents, and businesses, maintaining good relationships with the contractor and ensuring proper coordination with homeowners and business is critical.

IDENTIFICATION OF POTENTIAL ISSUES/CHALLENGES WITH SCOPE

Plan review comments include:

1. The Plans Keysheet is currently referring to Division II & III of FDOTs Standard Specifications. According to the LAP Manual chapter 19, the project is off-system and does not include structural components. The Standards being referred to in the plans are for a Category C project with structural components. It is recommended that the "Big 4" Specifications are used with the inclusion of Specification 536 Guardrail, 449 Precast concrete drainage products, and spec 771 Thermoplastic Pavement Markings. This way all aspects

of construction are covered.

Residential access although should be very minor but must be maintained and will be critical keys to success with the residents during construction. WSB will work closely with the contractor to communicate with each resident prior to reconstruction to plan out a logical construction sequence that works for the residential community. As each property owners ingress/egress needs are different, WSB we coordinate with each resident independently to assure acceptable access. A plan note stating, "Access to all driveways is to be maintained throughout construction." The contractor will be responsible to provide temporary access to residents and businesses as necessary as to not interrupt free & uninterrupted movement. Cost for temporary access shall be included in the cost for MOT" should be added. We recognize plan sheet 133 call for crash cushions to be installed at all driveways. This is a unique requirement and WSB shall ensure the Contractor is aware during the Preconstruction Conference.

B. TEAM RESPONSIBILITIES

IDENTIFICATION OF POTENTIAL ISSUES/CHALLENGES WITH SCOPE

William Glennon, P.E. (Senior Project Engineer) - Mr. Glennon will oversee the project and be responsible for the assignment of CEI staff, coordination with contractor and Nassau County personnel. Bill will perform a detailed analysis (verifying utility schedules, logic, durations, specifications, and constructability) of the baseline submittal and all monthly updates. He will review critical paths prior to issuance of any formal CPM acceptance, time extensions, and requests and resolve all outstanding issues with the contractor. He will also lend his expertise and technical assistance during construction, and for public outreach needs of the County.

Jose Vazquez, P.E. (Project Administrator) - Mr. Vazquez will provide the leadership and versatile background needed by Nassau County to manage the inspection effort that includes daily coordination with contractor and inspection personnel with emphasis on proactive identification of work schedule impacts, MOT phasing, any utility coordination and potential field conflicts. She will be responsible for coordinating meetings, resolving field issues, engineering entitlement analyses, providing third party coordination and updates for Nassau County.

Alan Floyd (Assistant Project Administrator/ Senior Inspector) - Mr. Floyd will play a double role on this project. As the APA he will be responsible for reviewing quantities with the inspection staff to provide accurate monthly estimate, contract amendment documentation and overall project documentation. Alan will assist Jose as needed during peak periods. In his role as Assistant Project Administrator, he will supervise our team's inspector, **Rhett York, Ian Brewster Jody Beggs and Brandon Sproul** who will be responsible for ensuring construction inspection and verification services meet specifications and are documented correctly. Rhett York and Ian Brewster will be the Level 2 asphalt inspector and ensure that the contractor's MOT is safely installed per the TCP. Additionally, Alan will supervise verification testing by the inspector. We recognize the need to be efficient; therefore, our inspection staff is cross trained to cover all work activities in this project.

Mariana Betancur (Contract Support Specialist-CSS) – Ms. Betancur has been a valued member of our Team on previous Nassau County projects in the CSS role and is very familiar with the procedures for Nassau County to ensure Pay Applications, Change Orders, Claims, and day to day operations on the project are checked and maintained in an efficient file system. She will review/monitor project quantities in field books, log books, RFI's/RFM's/RFC's, as-built plans maintained in Blue Beam, asphalt QC and VT material certification, and online document control system.

Youslanda “Denise” Darrisaw (Resident Compliance Specialist) - Ms. Darrisaw will also ensure that the contractor understands its contractual requirements of this LAP Project, such as Equal Employment Opportunity (EEO), Affirmative Action (AA), Disadvantaged Business Enterprise (DBE), and On-the Job Training (OJT) when applicable. She will verify compliance with the applicable federal wage rate provisions for all project construction personnel, the OJT schedule and approved positions for the trainees.

IDENTIFICATION OF POTENTIAL ISSUES/CHALLENGES WITH SCOPE

Prompt Service

Our team approach and our understanding for providing CEI services is based on our experience and the knowledge that the contractor’s issue will become the County’s issue if we do not mediate the challenge quickly. Through our experiences on projects of similar scope, our team has built a strong reputation for proactive timely resolutions of contractor potential issues. We are committed to keeping the County Project Manager informed of all issues, especially as they relate to safety, schedules, and budgets.

Each submittal transmitted to our team including shop drawings, RFIs, pay requests and others will be documented, reviewed, and responded to as deemed urgent. If our team cannot provide the response or approval, we will forward the document to the appropriate party within 24 hours of receipt and follow through until a response is provided with a turnaround goal within 10 days, pending the complexity and depth of review of the submittal. Our team consists of individuals who understand there may be variations from plans due to unforeseen or changed field conditions. Our team will exercise practical and sound engineering judgement with appropriate concurrence when required.

WSB maintains a comprehensive digital record system including detailed tracking logs; this provides quick access to information for prompt response and follow up. Our team utilizes electronic document control processes that contribute to the efficiency of administration and management services. We are knowledgeable of CEI procedures and various final deliverable formats. Our field devices and connectivity software enhance the response time and quality of field reports. Inspection reports are typed and include various graphics and photos allowing for a deeper understanding of daily activities. Use of SharePoint provides for continuous dissemination of information and assists with organization and compilation of project documentation and photos. As a standard operating procedure on transportation projects, our team manages the acquisition of photos and incorporates them into the database that can be shared with the County.

Customer Service and Prompt Complaint Resolution

Managing expectations begins with informing the public prior to changing their known traffic pattern. WSB is experienced at conducting pre- construction public open houses for the community to highlight the work about to begin. But more importantly, these venues serve to build relationships within the community that will be valuable during construction. Our WSB team will be performing a “door to door” walk of all residences that could be impacted within the project area, providing a contact flyer for questions or concerns related to the project. A spreadsheet will be compiled of community contact information, including telephone numbers and email addresses that are collected. WSB will remain in contact with all stakeholders, advising of scheduled work activities that may be impactful, keeping the community ‘apprised and not surprised’ when construction activities may affect their homes.

Effective Employee Performance and Training

To provide exceptional service to our clients, WSB supports an extensive training and qualifications process for all CEI personnel, specifically inspectors. All inspection personnel will have the appropriate Construction Training Qualifications Program (CTQP) certifications for their assigned task. Often our personnel exceed requirements. WSB has significant depth of qualified resources in the area to support all aspects of this construction project and others for the County. WSB has a tracking system that will notify both the inspector

and their supervisor of pending expirations 6 months and 3 months prior. This is done to ensure proper training is maintained. We also use additional internal training and random QA to ensure a high level of consistency throughout the WSB statewide staff.

Timely Initiation and Completion of All Work

Our team will coordinate closely with the Contractor to ensure an adequate baseline is submitted. We will ensure all required activities are represented and cost loaded, schedule logic and sequence following the Temporary Traffic Contract Plans (TTCP), and reasonable durations are assigned to each activity. Monthly Baseline Critical Path Method (CPM) schedules will be reviewed to ensure correct representation of work completed and adequate progress is achieved. Cory Nichols, P.E. has extensive experience reviewing construction schedules. Additionally, as added value, we will have our in-house scheduling specialist, Ricardo Baraybar, P.E., will assist our team periodically with independent schedule reviews as needed. Ricardo has years of experience developing construction schedules for various contractors throughout the state of Florida.

C. SUBCONSULTANT BACKGROUNDS

ENGLAND-THIMS & MILLER, INC. (ETM)

We at WSB has included ETM as a subconsultant on this CR 121 project. ETM is well known to Nassau County and has been one of WSB's most ardent partners over the past 14 years. ETM is a locally based full-service civil engineering firm that excels in meeting the civil engineering professional service needs of Northeast Florida.

With 235 employees, ETM is large enough that they have ample and appropriately qualified personnel to address any item contained in the scope of services, yet small enough that you will have direct access to their executive leadership. With 51 CEI professionals, they possess decades of contract administration and inspection experience on a wide variety of projects throughout Florida, including Nassau County, and they are in control of ensuring seamless coordination in an intense project stakeholder network. Currently involved with multiple CEI projects in Nassau County, WSB is certain that they are the right partner to add value to our team for additional resources.

D. PROPOSED INNOVATIVE CONCEPTS

- **Plan Reviews** - As can be seen from our earlier comments, once hired, WSB will perform further constructability reviews and provide bid strategy recommendations and/or Innovative Concepts to help reduce overall costs for the scope of work. WSB is a multi-disciplinary civil engineering firm capable of assigning engineering resources in support of our CEI team. By having experts at our disposal, our CEI staff can call upon the various sectors for support.
- **Proximity to the Project** – WSB corporate office is less than 30 minutes from the project site and we will dedicate and office to the project at no cost to the County.
- **Pro-Active** - One of our most valuable Cost Containment Approaches is to be pro- active. Our team keeps projects “under the radar” by looking ahead to provide innovative solutions, i.e. Alternative Ideas, and timely resolutions of issues before they become an obstacle to success. We also mandate pre-activity meetings before major construction operations begin.



Tab 5: Quality Control

Quality Control

FIRM'S QUALITY ASSURANCE/QUALITY CONTROL PROGRAM

AE has a dedicated internal Quality Assurance group, headed by Dwayne Benitez for CEI Services. We included his resume to further identify his Quality Control (QC) experience coupled with the 18+ years of various municipal, state, and federal specialized work experience he offers to the quality control on the projects WSB will support within this contract. Furthermore, we have committed an additional QA/QC support team member, Eddie Hernandez, P.E. to bring additional support and a secondary for our review efforts and plan implementation as outlined below. After each project award, we will create a project specific QA Plan emphasizing measurable performance goals and demonstrating how inspections, sampling/testing and reporting efforts are to be checked and back checked continually throughout the project. Upon completion of each review, a report will be generated and reviewed by the assigned SPE to ensure conformance with the Agreement. The final report with any corrective actions will be shared with the County Project Manager promptly.

Implementation of lessons learned are key to continued success in our industry. The WSB team brings an array of experience from each member that will work on this project based on the combination of such knowledge. We understand that quality control does not just occur during these formal reviews, however it stems from day to day communication and implementation of best practices. We will provide daily oversight and reporting of all contractor related operations and proactively highlight critical project elements that may cause cost or time overruns to the Project Manager with recommendations of resolution. These methods have proven to ensure operations occur cost effectively and without delays. Below is our step-by-step approach to Quality:

STAGE Submittal of Quality Control Plan

1

- a. Within fifteen (15) days after issuance of the Notice to Proceed, WSB shall furnish a Quality Control Plan to the County Project Manager. The Quality Control Plan will be a living document that WSB will maintain with current work requirements while managing the subconsultants scope with due diligence.
- b. WSB will provide an independent Quality Control Organization and define each responsibility and authority commensurate with their knowledge, skills and abilities.
- c. WSB will maintain records for all inspections (on-site and off-site) – our team will outline the specific inspection details for each respective work item.
- d. Our project team lead representative will review and certify that all tests have been performed and report any discrepancies to the Owner and Contractor for immediate remedy.

STAGE Identification of High-Risk and/or Critical Project Elements

2

Our project team will develop an internal risk matrix and utilize this document to ensure that our staff from SPE to Inspector on-site every day are cognizant of the challenges for the project team. The project team is identified as the Owner (Nassau County), the Contractor (with any subcontractors), any Stakeholders, and our CEI personnel. Below are sample elements identified as high-risk or need of special attention during some of our previous projects completed:

- a. Timely response to all correspondence
- b. ROW easement and wetland mitigation completion
- c. Environmental assessments/investigations
- d. Utilities coordination
- e. Structure load ratings during construction
- f. Review and approval of pre-activity items and work plans include safety requirements
- g. MOT through the work zone with possible concurrent hauling operations from activities scheduled in the same area
- h. Erosion and turbidity measures; monitoring
- i. Response to Post Design Service requests, to ensure construction activity stays on schedule structures.

STAGE 3 Familiarity with Contract Documents, Provisions, and Requirements

3

The project team will utilize the contract documents as outlined in the scope of services to execute the intent of the contract from an administrative and technical standpoint. Our team has reviewed all available documents and will review every contract document summarizing submittal requirements, detailing on-site and off-site inspection requirements, developing a database for all samples and test results, reviewing the Contractor's baseline schedule to ensure it includes activities and relationships with reasonable durations and adequate sequence to administer the job successfully. Our team will utilize the FDOT Construction Project Administration Manual (CPAM) and LAP Manual as guidelines for communication, documentation, and enforcement of contractual obligations throughout the contract while adopting specific Nassau County standards, specifications, methods, and policies.

OTHER CONSIDERATIONS

Pre-Construction Conference: Assisting with and attending the Pre-Construction Conference – key points of discussion will include the interaction and communication matrix with the County Project Managers, Contractor, Utility Owners, project stakeholders, and any additional entities involved. Action items will be developed for submittals to include shop drawings, construction materials, inspections and testing, construction schedules, requests for information (RFI), issue resolution, other items directly related to quality construction practices, and timely payment of invoices for the Contractor.

Initial Consultant Services Meeting: Prior to the Pre-Construction Conference, we will review all scope and requirements with Nassau County Project Manager, discuss any concerns, and address anything that may have changed/transpired since final plans were completed. Expectations will be discussed regarding submittal requirements, off-site inspections and testing, project documentation, pedestrian access, environmental compliance, and material certification.

MOT / Daily Quality Checks: The WSB team is Advanced MOT certified and will work with the Contractor to ensure that the project will not begin without an approved MOT plan. We will require the Contractor to identify a project point of contact to address any MOT issues. This Contractor representative must have the authority and ability to make decisions immediately to address concerns and impacts when identified on-site. The Contractor will utilize the 600 series of the FDOT Standard Plans for MOT of each day's operations whereby we will review that the proper index is utilized and followed. Additionally, we will verify flagmen utilized for any necessary operations are adequately trained.

Environmental Compliance: The WSB team takes prevention of the discharge of pollutants and protection of endangered species extremely serious and implements specific QC checks to avoid contamination or disturbance. These shall include specific practices to minimize erosion, retain sediment, and ensure compliance with County erosion control practices throughout the construction phase. Our staff members will conduct daily kick-off and close-out environmental reviews as part of their standard operating procedures. Environmental compliance is a critical element to our quality expectations of the success of these projects and having an Environmental Specialist on staff will ensure all proper practices and protocols are adhered to.

Weekly Progress Inspections and Photos: The WSB team will perform daily progress inspections with weekly photos documenting such progress. A weekly progress inspection report will be emailed to the County Project Manager. WSB tracks all progress weekly to provide a more accurate picture of progress than received with a monthly estimate.

Collaborative Project Documentation Share Site: The WSB team utilizes a shared drive or a Trello Project Site that allows accessibility for QA members to review project documentation remotely wherever and whenever desired. This shared drive also enables team members and the County Project Manager to share documents easily with the Nassau County Board of County Commissioners Procurement Services Division representatives.



Tab 6: References

CR 2006 WIDENING & RESURFACING (DEAD LAKE TO CR305)



PRIME

AE provided CEI Services for this project. The scope of the project improvements under this contract consisted of widening lanes and add paving shoulder, milling and resurfacing, drainage improvements, guardrail, signage and other incidental construction, along the stretch of Dead Lake to CR 305 in Flagler County. Kelly Marshall, P.E. served as a Senior Project Engineer who oversaw the project with the responsibilities of contract administration and management, including the use of AE Engineering's Deltek System to submit monthly time-sheets and miscellaneous direct project expenses. Ms. Marshall also worked with the stakeholder's Public Information Officer to ensure the businesses and residents within the project were informed of all construction activities. Performed final project review of documents and certified as-built plans. Rob Pinner, served as the Inspector in which he performed weekly peer reviews to ensure correct and accurate project documentation was produced daily. Prior to project start, field books, logs and spreadsheets were created to track pay items included in the contract. In addition, Mr. Pinner, also oversaw the complete inspection of this project, including the oversight of asphalt paving, earthwork related operations (use of density gauges to track tests) and concrete testing. This project began in March of 2019 and was completed in December of 2019. The project was completed with no issues.



CLIENT:
Flagler County

REFERENCE:
Dennis Leap, P.E., Project Administrator
dleap@flaglercounty.org (386) 313-4050

PROJECT NUMBER: RSQ 009-0-2015
FM # 435301-1-5402

CONTRACT AMOUNT: \$2,336,700.00

FINAL CONSTRUCTION COST:
\$2,336,700.00

LOCATION: Flagler County

PROJECT DATES: 03/2019 - 12/2019

CHANGE ORDERS: 0

CONTRACT DAYS: 210

CONSULTANT ROLE: Prime

KEY PERSONNEL:
Kelly Marshall, P.E. - SPE
Carl Aiduck - PA
Rob Pinner - I

OLD BAINBRIDGE ROAD SAFETY IMPROVEMENTS, FROM US 27 (SR 63) TO COUNTY LINE



PRIME

DESCRIPTION

AE Engineering, Inc. provided CEI Services for LAP projects for Leon County through the year 2023. The primary objective on this contract is to serve as an extension of the County staff by providing full CEI contract support, management, coordination, and qualified/committed inspection staff for each project. In responsible charge for overall inspection, oversight, and coordination of construction, including contract administration, schedule analysis, claims review and analysis, utility coordination, quality assurance and quality control. Project consisted safety improvements of Old Bainbridge Road (CR 361) from SR 63 (US 27) to Gadsden County Line which included minor shoulder pavement, limited piping of steep ditches at selected sharp curves, new signage, upgrade pavement markings, delineators, and shielding of obstructions in limited circumstance.



CLIENT:
Leon County

REFERENCE:
George Su, P.E., County Project Manager
sushin@leoncountyfl.gov
850.606.1544

PROJECT NUMBER:
FM # 436621-1-58-01
CONTRACT # G1923

CONTRACT AMOUNT: \$424,796.50

FINAL CONSTRUCTION COST: \$432,122.70

LOCATION: Leon County, FL

PROJECT DATES: 05/2020 - 08/2020

CHANGE ORDERS: 0

CONTRACT DAYS: 60

CONSULTANT ROLE: Prime

KEY PERSONNEL:
JoAnn Moore - PA
Chris Morris - SI
Scott Peterman - I

CEI SERVICES FOR ARIANA ST SIDEWALKS - LAP PROJECT



PRIME CONSULTANT



DESCRIPTION

AE provided CEI services for this project. This 252-day conventional project is funded by Polk County and the Florida Department of Transportation's (FDOT) Local Agency Program (LAP). Construction included 4- to 6-foot concrete sidewalks (4" thick) along the Northside of Ariana Street from South Wabash Avenue to Lotus Avenue. This project also included construction of a minor sidewalk on Ariana Street at Westgate Avenue and milling and resurfacing of two intersections (Ariana Street at Lotus Ave and Ariana Street at S. Grady Avenue). Additionally, the project called for reconstruction resurfacing on Wabash Avenue and construction of sidewalks along Wabash Avenue for approximately 200 feet. The scope included sidewalks, type B stabilization, embankment, base, excavation, Type F curb, Cast in Place (CIP) cantilevered retaining wall, steel pipe rail, drainage improvements, asphalt driveway reconstruction, sod, loop assemblies, permanent signing and pavement markings. As the CEI team, AE assisted with the coordination between multiple utilities throughout the corridor to avoid contractors delay and adhere to the project schedule.

CLIENT:
Polk County

REFERENCE:
William Lorenzo, P.E. - Project Manager
williamlorenzo@polk-county.net
863.581.1185

PROJECT NUMBER:
FM # 438266-1-58-01

CONTRACT AMOUNT: \$864K

FINAL CONSTRUCTION COST: \$725K

LOCATION: Polk County, FL

PROJECT DATES: 07/2021 - 03/2022

CHANGE ORDERS: 1 (Wage Decision)

CONTRACT DAYS: 252

CONSULTANT ROLE: Prime

KEY PERSONNEL:
Chris Nolen, P.E. - SPE
Ubaldo Rodriguez, P.E. - PA
Steve Sherrouse - SI
Natasha Rynning - RCS



Tab 7: Current Workload

Current Workload

PERSONNEL	POSITION	CURRENT ASSIGNMENT	AVAILABILITY DATE
WILLIAM GLENNON, PE	SENIOR PROJECT ENGINEER	CITY OF JACKSONVILLE, LASALLE STREET DRAINAGE	50% AS OF JAN 2025
JOSE VASQUEZ, PE	PROJECT ADMINISTRATOR	FDOT DISTRICT 2, US 1 FROM SR 152 TO CR 116	50% AS OF AUG 2024
ALAN FLOYD	ASSISTANT PROJECT ADMINISTRATOR	FDOT DISTRICT 2, MEI	100% AS OF MAY 2025
MARIANA BETANCUR	CONTRACT SUPPORT SPECIALIST	FDOT DISTRICT 1, SR 25 FROM FISHEATING CREEK	50% AS OF AUG 2024
DENISE ERVIN	RESIDENT COMPLIANCE SPECIALIST	CITY OF MIAMI GARDENS, COMMUNITY DEVELOPMENT BLOCK GRANT	60% AS OF JAN 2025
RHETT YORK	SENIOR INSPECTOR	FDOT DISTRICT 2, SR 5 FROM NORTH ALTERNATE CR 210 TO RACETRACK ROAD	100% AS OF SEP 2024
IAN BREWSTER	SENIOR INSPECTOR	FDOT DISTRICT 2, SR 8 AND 121 OPERATIONAL IMPROVEMENTS	100% AS OF JAN 2025
BRANDON SPROUL	INSPECTOR	DISTRICT 2, MEI	100% AS OF MAY 2025
JODY BEGGS	INSPECTOR	FDOT DISTRICT 2, SR 5 LIGHTING	100% AS OF AUG 2024



Tab 8: Price/Rate



Tab 9: Attachments/ Administrative Information

Required Forms

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 _____.
2. This sworn statement is submitted by WSB LLC
(entity submitting sworn statement), whose business address is
219 N Newnan Street, Fourth Floor, Jacksonville, FL 32202
_____ and its Federal Employee Identification
Number (FEIN) is 411820018. (If the entity has no FEIN, include the Social
Security Number of the individual signing this sworn statement: _____.)
3. My name is Roderick Myrick, PE (please print name of individual signing),
and my relationship to the entity named above is VP of Strategy and CEI.
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,

Required Forms

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: Florida

County of: Duval

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 8th day of July, 2024 by Roderick Myrick who is ☒ personally known to me or ☐ produced as identification.

Notary Public

My commission expires:



YOUSLANDA D. ERVIN
Notary Public
State of Florida
Comm# HH248838
Expires 4/12/2026

Required Forms

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: _____

Required Forms

FORM C DRUG FREE WORKPLACE CERTIFICATE

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

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

"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."

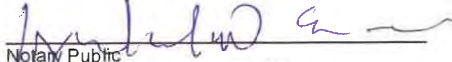



Authorized Signature
7/8/24

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 8TH day of July, 20 24 by Roderick Myrick who is ☒ personally known to me or _____ produced as identification.



Notary Public
My commission expires:  **YOUSLANDA D. ERVIN**
Notary Public
State of Florida
Comm# HH248838
Expires 4/12/2026

Required Forms

FORM D E-VERIFY AFFIDAVIT

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

Project Name: CEI for For Reconstruction And Resurfacing Improvements To County Road 121 From Duval County Line To County Road 119
Bid No./Contract No.: NC24-020

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.

Required Forms

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.

Required Forms

FORM D - 1 CONTRACTOR E-VERIFY AFFIDAVIT

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

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

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

Roderick Myrick
Print Name: Roderick Myrick

Date: 7/8/24

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 07/08/2024 (Date) by Roderick Myrick, VP of Strategy and CEI (Name of Officer or Agent, Title of Officer or Agent) of WSB LLC (Name of Contractor Company Acknowledging), a Minnesota (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is ☒ personally known to me or ☐ has produced _____ as identification.

Youslanda D. Ervin
Notary Public
Youslanda D. Ervin

Printed Name

My Commission Expires:



YOUSLANDA D. ERVIN
Notary Public
State of Florida
Comm# HH248838
Expires 4/12/2026



My Company Account

My Company Profile

Company Information

Company Name	Doing Business As (DBA) Name
WSB & Associates, Inc	---
Company ID	Enrollment Date
92450	Jan 21, 2008
Employer Identification Number (EIN)	Unique Entity Identifier (UEI)
411820018	---
DUNS Number	Total Number of Employees
---	500 to 999
NAICS Code	Sector
541	Professional, Scientific, and Technical Services
Subsector	
Professional, Scientific, and Technical Services	

[Edit Company Information](#)

Required Forms

FORM D - 2 SUBCONTRACTOR E-VERIFY AFFIDAVIT

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

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

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



Print Name: Scott A. Graham, PSM

Date: July 11, 2024

STATE OF FLORIDA

COUNTY OF Duval

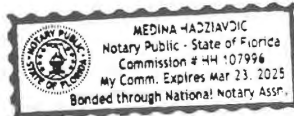
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this July 11, 2024 (Date) by Scott A. Graham, PSM (Name of Officer or Agent, Title of Officer or Agent) of ETM Surveying & Mapping, Inc. (Name of Contractor Company Acknowledging), a Florida (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is ☒ personally known to me or ☐ has produced _____ as identification.



Notary Public

Medina Hadziavdic

Printed Name




My Commission Expires: March 23, 2025

Required Forms

Company ID Number:571783

Client Company ID Number:1574963

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

COI



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/1/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC 6160 Golden Hills Drive Minneapolis MN 55416		CONTACT NAME: Jessica Jolin PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: jessica.jolin@marshmma.com	
INSURED WSB LLC 701 Xenia Ave So., Suite 300 Minneapolis, MN 55416		INSURER(S) AFFORDING COVERAGE INSURER A: National Union Fire Ins Co PittsburghPA INSURER B: Great American Fidelity Insurance Co INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 19445 41858	

COVERAGES

CERTIFICATE NUMBER: 1929493492

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:		GL5425678	3/1/2024	3/1/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		CA4693553	3/1/2024	3/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		TUUF16688300	3/1/2024	3/1/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N / A	WC014196003 WC015853268	3/1/2024 3/1/2024	3/1/2025 3/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

For Information Only	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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