

CS-23-065

BOCC CONTRACT APPROVAL FORM

CONTRACT
TRACKING NO.
CM3531

SECTION 1 - GENERAL INFORMATION

Requesting Department: Capital Improvement Projects
Telephone: (904) 530-6372

Contact Person: Tabitha Givens
Email: tgivens@nassaucountyfl.com

SECTION 2 - VENDOR INFORMATION

Name: Universal Engineering Sciences, LLC

Address: 5561 Florida Mining Blvd S

City: Jacksonville

State: FL

Zip Code: 32257

Vendor's Administrator Name: Stephen Weaver

Title: Geotechnical Services Manager

Telephone: (904) 296-0757

Email: sweaver@teamues.com

SECTION 3 - VENDOR AUTHORIZED SIGNATORY

Authorized Signatory Name: Richard G. Kushner

Authorized Signatory Email: RKushner@TeamUES.com

(IDENTIFY WHO WILL SIGN THE CONTRACT ON BEHALF OF THE VENDOR. OFFICER/DIRECTOR WITH AUTHORITY TO BIND COMPANY.)

SECTION 4 - CONTRACT INFORMATION

Contract Name: Contract for Professional Services

Type: ☒ New Contract ☐ Work Authorization ☐ Supplemental Agreement

Short Description of Product(s)/Service(s) Being Requested: Continuing Contract for Professional Geotechnical and Material Testing Services

(GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.)

Procured Method: ☐ Quotes ☐ ITB ☐ RFP ☒ RFQ ☐ Piggyback ☐ Exemption ☐ Sole Source
☐ Single Source ☐ Other

Total Amount of Contract: \$2,000,000.00 NTE (Estimate if necessary)

Account Number: TBD

Source of Funds: ☐ County ☐ State ☐ Federal ☐ Other: TBD BY EACH WORK ORDER AUTHORIZATION

County Authorized Signatory: ☒ BOCC Chairman ☐ County Manager

(IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC)

SECTION 5 - INSURANCE

Insurance Category: ☐ Category L ☒ Category M ☐ Category H ☐ Other: Prior to Insurance Matrix - Similar to M w/ Professional

Risk Manager Initials: RM

SECTION 6 - AMENDMENT INFORMATION

Contract Tracking No: _____ Amendment No: _____

Type of Amendment: ☐ Renewal ☐ Time Only Extension ☐ Additional Scope ☐ Other: _____

Increased Amount to Existing Contract: _____ (if any) Total with Amended Amount: _____

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY

- | | | | | |
|----|----------------------------------|-------------------|-----------|-------------------|
| 1. | <u>Robert Companion</u> | <u>10/26/2023</u> | | |
| | Department Head/Contract Manager | Date | <u>JP</u> | <u>10/26/2023</u> |
| 2. | <u>Chris Lacambra</u> | <u>10/26/2023</u> | | |
| | Office of Mgmt & Budget | Date | | |
| 3. | <u>Nassau Kellogg</u> | <u>10/27/2023</u> | | |
| | Procurement | Date | | |
| 4. | <u>Denise C. May</u> | <u>10/31/2023</u> | <u>AM</u> | <u>10/31/2023</u> |
| | County Attorney | Date | | |

COUNTY MANAGER - FINAL SIGNATURE APPROVAL

Taco E. Pope AICP 10/31/2023
County Manager Date

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 **Universal Engineering Sciences, LLC**, located at 5561 Florida Mining Blvd. S, Jacksonville, FL 32257, hereinafter referred to as the “Consultant”.

WHEREAS, the County desires to obtain professional services for Geotechnical and Material Testing Services on an “as needed” continuing basis, and said services are more fully described in the *County's Request for Qualifications*, attached hereto and incorporated herein as Exhibit “A”; and

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

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

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

SECTION 1. Recitals.

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

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SECTION 2. Exhibits.

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

Exhibit A COUNTY'S REQUEST FOR QUALIFICATIONS NC23-016-RFQ ("RFQ"), AS MODIFIED BY ADDENDA;

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

Exhibit C NEGOTIATED FEE SCHEDULE; AND

Exhibit D FEDERAL PROVISIONS.

SECTION 3. Employment of the Consultant.

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

SECTION 4. Scope of Services.

4.1 The Consultant shall provide professional services in accordance with Exhibits "A" and "B". The services shall be performed on an "as needed" basis per project and by written Notice to Proceed.

4.2 Services requested by the County or the County's representative that are not set forth in Exhibits "A" and "B" shall be considered additional services. Any request for additional services and additional fees shall be mutually agreed upon by the parties in writing. The contract alone does not authorize the performance of any work or required the County to place any order for work. The Consultant shall commence the work in accordance with the issuance of a written Notice to Proceed issued by the County.

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SECTION 5. The County's Responsibility.

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

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

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

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

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

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

SECTION 7. Compensation.

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

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

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

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

SECTION 8. Standard of Care.

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

SECTION 9. Equal Opportunity Employment.

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

SECTION 10. Access to Premises.

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

SECTION 11. Funding.

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

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SECTION 12. Expenses.

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

SECTION 13. Taxes, Liens, Licenses and Permits.

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

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

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

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

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

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

SECTION 15. Modifications.

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

SECTION 16. Assignment and Subcontracting.

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

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

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

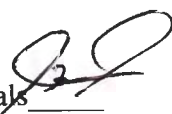
16.3 The Consultant shall make payments to any of its subcontractors within seven (7) working days after receipt of full or partial payments from the County in accordance with Section 287.0585, Florida Statutes, unless otherwise stated in the contracts between the Consultant and subcontractors. The Consultant's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

SECTION 17. Severability.

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

SECTION 18. Termination for Default.

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

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

SECTION 19. Termination for Convenience.

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

SECTION 20. Nondisclosure of Proprietary Information.

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

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SECTION 21. Contingent Fees.

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

SECTION 22. Ownership of Documents.

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

SECTION 23. Force Majeure.

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

23.2 In the event of delay from the foregoing causes, the party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the party's performance obligation under this Contract. If the delay is excusable under this section, the delay shall not result in any additional charge or cost under the Contract to either party. In the case of any delay

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

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or services that are the subject of the delay, which purchases may be deducted from the Contract quantity; or (3) terminate the Contract in whole or in part.

SECTION 24. Access And Audits of Records.

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

SECTION 25. Independent Consultant Status.

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

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

SECTION 26. Indemnification.

26.1 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

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fees, arising out of or associated with or caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant or any persons employed or utilized by the Consultant, in the performance of this Contract. The Consultant shall, at its own expense, defend any and all such actions, suits, or proceedings which may be brought against the County in connection with the Consultant's performance under this Contract.

SECTION 27. Insurance.

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

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

SECTION 28. Dispute Resolution Process.

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.

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

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

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

SECTION 29. E-Verify.

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

29.2 If the Consultant enters into a contract with a subcontractor, the subcontractor must provide the Consultant with an affidavit stating that the subcontractor does not employ, contract

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with, or subcontract with an unauthorized alien. The Consultant shall maintain a copy of such affidavit for the duration of this Contract.

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

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

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

SECTION 30. Public Records.

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

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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

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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.

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

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

SECTION 32. Public Entity Crimes.

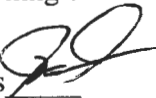
32.1 In accordance with Section 287.133, Florida Statutes, the Consultant certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within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

SECTION 33. Anti-Discrimination.

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

SECTION 34. Advertising.

34.1 The Consultant shall not publicly disseminate any information concerning this Contract without prior written approval from the County, including but not limited to, mentioning the Contract in a press release or other promotional material, identifying the County

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as a reference, or otherwise linking the Consultant's name and either description of this Contract or the name of the County in any material published, either in print or electronically, to any entity that is not a party this Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

SECTION 35. Notices.

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

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

Consultant: Universal Engineering Sciences, LLC
Attn: Geotechnical Services Manager
5561 Florida Mining Blvd. S
Jacksonville, Florida 32257

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.

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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.

Initials 

Initials 

SECTION 40. Headings.

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

SECTION 41. Entire Agreement and Execution.

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

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

SECTION 42. Change of Laws.

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

[The remainder of this page left intentionally blank.]

Initials 

Initials 

Contract Tracking No. CM3531

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: Klynt A. Farmer

Its: Chairman

Date: November 27, 2023

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

UNIVERSAL ENGINEERING SCIENCES, LLC

RICK G. KUSHNER

By: Richard G. Kushner

Its: President

Date: 10/30/2023

Initials JK

Initials RGK

Exhibit "A"

SCOPE OF SERVICES

SECTION 2:

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

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

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

2.2 **Additional Information:**

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

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

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

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

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

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

2.3 Term of Agreement/Contract

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

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

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

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

It is the Consultant's responsibility to request any rate adjustment under this provision. For any adjustment to commence on the first day of any exercised option period, the Consultant's request for adjustment should be submitted 90 calendar days prior to expiration of the then current contract term. The Consultant's adjustment request should not be in excess of the relevant pricing index change, unless approved by County. If no adjustment request is received from the Consultant, the County will assume that the Consultant has agreed that the optional term may be exercised without rate adjustment. Any adjustment request received after the commencement of a new option period may not be considered.



ENVIRONMENTAL AND GEOTECHNICAL SPECIALISTS, INC.
3772 KORI ROAD, JACKSONVILLE, FL 32257

FEE SCHEDULE - JANUARY 1, 2023 - DECEMBER 31, 20

NOTE: EGS PROPOSES A 3% ESCALATION PER YEAR OF APPROVED CONTRACT

AFP PULL-DOWN CODE	DESCRIPTION	UNIT	UNIT RATE 2023
*** EGS LABOR***	Contract Coordinator Home	Hour	\$99.82
*** EGS LABOR***	MAT CADD/Computer Technician Home	Hour	\$92.08
*** EGS LABOR***	MAT Chief Engineer Home	Hour	\$187.49
*** EGS LABOR***	MAT Engineer Home	Hour	\$126.26
*** EGS LABOR***	MAT Engineer Intern Home	Hour	\$82.88
*** EGS LABOR***	MAT Engineering Technician Home	Hour	\$73.64
*** EGS LABOR***	MAT Senior Engineer Home	Hour	\$202.81
*** EGS LABOR***	MAT Senior Engineering Technician Home	Hour	\$112.08
*** EGS LABOR***	MOT - Qualified Worksite Traffic Supervisor Home	Hour	\$85.64
*** EGS LABOR***	Senior Environmental Specialist	Hour	\$137.46
209	Asphalt Pvmnt Coring - 4in dia with Base Depth Check	Each	\$250.00
210	Asphalt Pvmnt Coring - 4in dia without Base Depth Check	Each	\$225.00
211	Asphalt Pvmnt Coring - 6in dia with Base Depth Check	Each	\$350.00
212	Asphalt Pvmnt Coring - 6in dia without Base Depth Check	Each	\$275.00
302	Concrete Cylinder Curing, Capping & Breaking ASTM C39	Test	\$56.00
305	Concrete Pavement Coring - 4in Dia	Each	\$280.00
306	Concrete Pavement Coring - 6in Dia	Each	\$310.00
401	Geo Auger Borings - H& Truck/Mud Bug	LF	\$14.00
407	Geo Chainsaw	Day	\$150.00
409	Geo CPT Truck/Mud Bug 0-50 Ft	LF	\$17.00
410	Geo CPT Truck/Mud Bug 50-100 Ft	LF	\$19.00
411	Geo CPT Truck/Mud Bug 100-150 Ft	LF	\$21.00
412	Geo CPT Truck/Mud Bug 150-200 Ft	LF	\$29.00
415	Geo Double Ring Infiltration ASTM D3385	Each	\$700.00
418	Geo Drill Crew Support Vehicle	Day	\$300.00
422	Geo Extra SPT Samples - Barge/Track/Amphibious 0-50 Ft	Each	\$77.00
423	Geo Extra SPT Samples - Barge/Track/Amphibious 50-100 Ft	Each	\$85.00
424	Geo Extra SPT Samples - Barge/Track/Amphibious 100-150 Ft	Each	\$106.00
425	Geo Extra SPT Samples - Barge/Track/Amphibious 150-200 Ft	Each	\$118.00
426	Geo Extra SPT Samples - Barge/Track/Amphibious 200-250 Ft	Each	\$156.00
427	Geo Extra SPT Samples - Truck/Mud Bug 0-50 Ft	Each	\$68.00
428	Geo Extra SPT Samples - Truck/Mud Bug 50-100 Ft	Each	\$75.00
429	Geo Extra SPT Samples - Truck/Mud Bug 100-150 Ft	Each	\$90.00
430	Geo Extra SPT Samples - Truck/Mud Bug 150-200 Ft	Each	\$106.00
431	Geo Extra SPT Samples - Truck/Mud Bug 200-250 Ft	Each	\$118.00
432	Geo Field Permeability 0-10 Ft Open-End Borehole Method	Each	\$400.00
433	Geo Field Permeability 10-25 Ft Open-End Borehole Method	Each	\$475.00
434	Geo Ground Penetrating Radar (GPR Equipment Only)	Hour	\$437.00
435	Geo Grout Boreholes - Barge/Track/Amphibious 0-50 Ft	LF	\$11.00
436	Geo Grout Boreholes - Barge/Track/Amphibious 50-100 Ft	LF	\$13.00
437	Geo Grout Boreholes - Barge/Track/Amphibious 100-150 Ft	LF	\$15.00
438	Geo Grout Boreholes - Barge/Track/Amphibious 150-200 Ft	LF	\$20.00
439	Geo Grout Boreholes - Barge/Track/Amphibious 200-250 Ft	LF	\$25.00



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AFP PULL-DOWN CODE	DESCRIPTION	UNIT	UNIT RATE 2023
440	Geo Grout Boreholes - Truck/Mud Bug 0-50 Ft	LF	\$8.00
441	Geo Grout Boreholes - Truck/Mud Bug 50-100 Ft	LF	\$10.00
442	Geo Grout Boreholes - Truck/Mud Bug 100-150 Ft	LF	\$12.00
443	Geo Grout Boreholes - Truck/Mud Bug 150-200 Ft	LF	\$15.00
444	Geo Grout Boreholes - Truck/Mud Bug 200-250 Ft	LF	\$16.00
447	Geo Hand Auger with SCP (0-50 ft) ASTM D1453	LF	\$22.00
450	Geo Piezometer 2in 0-50 Ft	LF	\$47.00
453	Geo Rock Coring B/T/A 0-50 Ft Less Than 4in ID	LF	\$68.00
455	Geo Rock Coring B/T/A 50-100 Ft Less Than 4in ID	LF	\$81.00
457	Geo Rock Coring B/T/A 100-150 Ft Less Than 4in ID	LF	\$97.00
459	Geo Rock Coring B/T/A 150-200 Ft Less Than 4in ID	LF	\$112.00
461	Geo Rock Coring B/T/A 200-250 Ft Less Than 4in ID	LF	\$125.00
463	Geo Rock Coring Truck/Mud Bug 0-50 Ft Less Than 4in ID	LF	\$50.00
465	Geo Rock Coring Truck/Mud Bug 50-100 Ft Less Than 4in ID	LF	\$60.00
467	Geo Rock Coring Truck/Mud Bug 100-150 Ft Less Than 4in ID	LF	\$67.00
469	Geo Rock Coring Truck/Mud Bug 150-200 Ft Less Than 4in ID	LF	\$72.00
471	Geo Rock Coring Truck/Mud Bug 200-250 Ft Less Than 4in ID	LF	\$82.00
473	Geo SPT Barge/Track/Amphibious 0-50 Ft	LF	\$29.00
474	Geo SPT Barge/Track/Amphibious 50-100 Ft	LF	\$38.00
475	Geo SPT Barge/Track/Amphibious 100-150 Ft	LF	\$57.00
476	Geo SPT Barge/Track/Amphibious 150-200 Ft	LF	\$77.00
477	Geo SPT Barge/Track/Amphibious 200-250 Ft	LF	\$90.00
478	Geo SPT Truck/Mud Bug 0-50 Ft	LF	\$18.00
479	Geo SPT Truck/Mud Bug 50-100 Ft	LF	\$22.00
480	Geo SPT Truck/Mud Bug 100-150 Ft	LF	\$38.00
481	Geo SPT Truck/Mud Bug 150-200 Ft	LF	\$50.00
482	Geo SPT Truck/Mud Bug 200-250 Ft	LF	\$62.00
493	Geo Temp Casing 4in Barge/Track/Amphibious 0-50 Ft	LF	\$22.00
494	Geo Temp Casing 4in Barge/Track/Amphibious 50-100 Ft	LF	\$24.00
495	Geo Temp Casing 4in Barge/Track/Amphibious 100-150 Ft	LF	\$28.00
496	Geo Temp Casing 4in Barge/Track/Amphibious 150-200 Ft	LF	\$32.00
497	Geo Temp Casing 4in Barge/Track/Amphibious 200-250 Ft	LF	\$34.00
498	Geo Temp Casing 4in Truck/Mud Bug 0-50 Ft	LF	\$14.00
499	Geo Temp Casing 4in Truck/Mud Bug 50-100 Ft	LF	\$17.00
500	Geo Temp Casing 4in Truck/Mud Bug 100-150 Ft	LF	\$18.00
501	Geo Temp Casing 4in Truck/Mud Bug 150-200 Ft	LF	\$20.00
502	Geo Temp Casing 4in Truck/Mud Bug 200-250 Ft	LF	\$24.00
515	Geo Undisturbed Samples Barge/Track/Amphibious 0-50 Ft	Each	\$250.00
516	Geo Undisturbed Samples Barge/Track/Amphibious 50-100 Ft	Each	\$281.00
517	Geo Undisturbed Samples Barge/Track/Amphibious 100-150 Ft	Each	\$330.00
518	Geo Undisturbed Samples Barge/Track/Amphibious 150-200 Ft	Each	\$406.00
519	Geo Undisturbed Samples Truck/Mud Bug 0-50 Ft	Each	\$200.00
520	Geo Undisturbed Samples Truck/Mud Bug 50-100 Ft	Each	\$225.00



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FEE SCHEDULE - JANUARY 1, 2023 - DECEMBER 31, 20

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AFP PULL-DOWN CODE	DESCRIPTION	UNIT	UNIT RATE 2023
521	Geo Undisturbed Samples Truck/Mud Bug 100-150 Ft	Each	\$262.00
522	Geo Undisturbed Samples Truck/Mud Bug 150-200 Ft	Each	\$287.00
531	Geo Truck/Mud Bug Drill Rig and Crew (2-person)	Hour	\$300.00
532	Geo Truck/Mud Bug Drill Rig and Crew (3-person)	Hour	\$375.00
533	Geo Track/Barge Drill Rig and Crew (2-person)	Hour	\$312.00
534	Geo Track/Barge Drill Rig and Crew (3-person)	Hour	\$375.00
536	Geo Clearing Equip - Skid Steer / ASV, Forest Mulching Attach	Day	\$2,750.00
538	Geo Clearing Equipment	Day	\$2,500.00
603	Mobilization Asphalt Coring Equipment	Each	\$500.00
607	Mobilization Cone Penetrometer Test Rig	Each	\$1,875.00
610	Mobilization Drill Rig Track Mount	Each	\$2,500.00
612	Mobilization Drill Rig Truck Mount	Each	\$600.00
617	Mobilization Skid Rig	Each	\$787.00
618	Mobilization Support Boat	Each	\$625.00
619	Mobilization Tri-Pod	Each	\$1,875.00
620	Mobilization of Clearing Equipment	Each	\$700.00
700	MOT-Arrow Board	Each	\$125.00
701	MOT - Attenuator Truck (Crash Trailer)	Hour	\$325.00
703	MOT Light Tower	Each	\$212.00
704	MOT Portable Changeable Message Sign (PCMS)	Each	\$162.00
706	MOT Portable Sign	Each	\$50.00
708	MOT Provide Channelizing Devices - Cone	Each	\$10.00
710	MOT Shadow Vhcle w/Adv. Warning Arrow & Attenuator	Hour	\$325.00
712	MOT Support Vehicle	Hour	\$120.00
803	Soils Consolidation - Constant Strain ASTM D4186	Test	\$678.00
804	Soils Consol-Extend Load Increments AASHTO T216	Day	\$175.00
805	Soils Corrosion Series FM 5-550 through 5-553	Test	\$275.00
806	Soils Direct Shear Consolid Drained/Point AASHTO T236	Test	\$302.00
807	Soils Field Vane Shear Test ASTM D2573	Test	\$362.00
808	Soils Flexible Wall Permeability ASTM D5084	Test	\$600.00
809	Soils Hydrometer Only AASHTO T88	Test	\$132.00
810	Soils Limerock Bearing Ratio (LBR) FM 5-515	Test	\$350.00
811	Soils Liquid Limit AASHTO T89	Test	\$57.00
818	Soils Moisture Content Microwave AASHTO D4643	Test	\$22.00
819	Soils Organic Content Ignition FM 1 T-267	Test	\$43.00
822	Soils Particle Size Anlys AASHTO T88 (No Hydrometer)	Test	\$94.00
823	Soils Permeability Constant Head AASHTO T215	Test	\$300.00
826	Soils Plastic Limit & Plasticity Index AASHTO T90	Test	\$57.00
827	Soils Proctor Modified FM 1-T180	Test	\$132.00
828	Soils Proctor Standard AASHTO T99	Test	\$131.00
831	Soils Specific Gravity AASHTO T100	Test	\$77.00
832	Soils Split Tensile Strgth of Rock Cores ASTM D3967	Test	\$133.00
835	Soils Triaxl Consl-Drain (CD) Per Point/Cell ASTM D7181	Test	\$750.00



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FEE SCHEDULE - JANUARY 1, 2023 - DECEMBER 31, 2023

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AFP PULL-DOWN CODE	DESCRIPTION	UNIT	UNIT RATE 2023
836	Soils Tri Cnsl-Undrn (CU) Pt/Cell AASHTO T297/ASTM D4767	Test	\$422.00
837	Soil Tri Uncsl-Undrn (UU) Pt/Cell AASHTO T296/ASTM D2850	Test	\$375.00
838	Soils Unconfined Compression - Rock ASTM D7012 Method C	Test	\$250.00
839	Soils Unconfined Compress - Soil AASHTO T208/ASTM D2166	Test	\$188.00
*** EGS CUSTOM ***	ERI Mobilization	Each	\$500.00
*** EGS CUSTOM ***	ERI Survey (Equipment)	Hour	\$430.00
*** EGS CUSTOM ***	MOT- Flagmen (Each)	Hour	\$73.40
*** EGS CUSTOM ***	MOT-Mobilization	Unit	\$500.00
*** EGS CUSTOM ***	CBR	Each	\$750.00
*** EGS CUSTOM ***	MOT - Rumble Strips (SP 102-603) - Per Set	Day	\$350.00
*** EGS CUSTOM ***	Off-Duty Law Officer With Vehicle	Hour	\$100.00
*** EGS CUSTOM ***	Well Installation - 1 Inch Diameter	LF	\$32.00
*** EGS CUSTOM ***	Well Instalation - 2 Inch Diameter (Vertical)	LF	\$34.00
*** EGS CUSTOM ***	Well Installation - 2 inch Diameter (Horizontal, by Trenching)	LF	\$168.00
*** EGS CUSTOM ***	Well Instalation - 4 Inch Diameter (Vertical)	LF	\$36.00
*** EGS CUSTOM ***	Well Installation - 4 inch Diameter (Horizontal, by Trenching)	LF	\$188.00
*** EGS CUSTOM ***	Well Instalation - 6 Inch Diameter (Vertical)	LF	\$52.00
*** EGS CUSTOM ***	Surface Casing - 6 Inch Diameter	LF	\$40.00
*** EGS CUSTOM ***	Surface Casing - 8 Inch Diameter	LF	\$48.00
*** EGS CUSTOM ***	Surface Casing - 10 Inch Diameter	LF	\$56.00
*** EGS CUSTOM ***	Surface Casing - 12 Inch Diameter	LF	\$61.00
*** EGS CUSTOM ***	Additional Well Screen > 20 Feet - 1 Inch Diameter	LF	\$5.00
*** EGS CUSTOM ***	Additional Well Screen > 20 Feet - 2 Inch Diameter	LF	\$6.00
*** EGS CUSTOM ***	Additional Well Screen > 20 Feet - 4 Inch Diameter	LF	\$7.00
*** EGS CUSTOM ***	Additional Well Screen > 20 Feet - 6 Inch Diameter	LF	\$9.00
*** EGS CUSTOM ***	Above Grade Well Completion	Each	\$220.00
*** EGS CUSTOM ***	Well Redevelopment	Each	\$160.00
*** EGS CUSTOM ***	Removal and Reinstall of 8-inch Manhole and well pad	Each	\$305.00
*** EGS CUSTOM ***	Removal and Reinstall of 12-inch Manhole and well pad	Each	\$312.00

Exhibit "C"

**NASSAU COUNTY
FLORIDA**



NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

REQUEST FOR QUALIFICATIONS (RFQ)

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

RFQ NO. NC23-016

PROPOSALS ARE DUE NOT LATER THAN

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

TABLE OF CONTENTS

SECTION 1	GENERAL INFORMATION
SECTION 2	SCOPE OF SERVICES
SECTION 3	FIRMS QUALIFICATIONS AND EXPERIENCE
SECTION 4	INSTRUCTIONS AND INFORMATION TO RESPONDENTS
SECTION 5	EVALUATION/SELECTION PROCESS
SECTION 6	CONTRACT PROCEDURES
SECTION 7	ADDITIONAL INFORMATION

ATTACHMENTS

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

SECTION 1: GENERAL INFORMATION

1.1 PURPOSE:

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

SECTION 2: SCOPE OF SERVICES

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

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

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

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

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

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

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

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

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

2.3 Term of Agreement/Contract

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

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

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

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

It is the Consultant's responsibility to request any rate adjustment under this provision. For any adjustment to commence on the first day of any exercised option period, the Consultant's request for adjustment should be submitted 90 calendar days prior to expiration of the then current contract term. The Consultant's adjustment request should not be in excess of the relevant pricing index change, unless approved by County. If no adjustment request is received from the Consultant, the County will assume that the Consultant has agreed that the optional term may be exercised without rate adjustment. Any adjustment request received after the commencement of a new option period may not be considered.

SECTION 3: FIRMS QUALIFICATIONS AND EXPERIENCE

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

SECTION 4: INSTRUCTIONS AND INFORMATION TO RESPONDENTS

4.1 TENTATIVE SCHEDULE OF SELECTION PROCESS/KEY DATES:

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

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

4.2 SUBMISSION OF REQUEST FOR QUALIFICATIONS (RFQ): Proposals must be submitted to the County's eProcurement system, [PlanetBids Vendor Portal](#). The County will not accept proposals by facsimile, paper (hand-carry), email, or any other method. **Proposals must be received no later than the date and time specified in Section 4.1.** Any proposals received after this date and time will be rejected and considered non-responsive. Proposals will be publicly read and recorded at the office of the Ex-Officio Clerk, Nassau County on date and time specified in Section 4.1.

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

4.4 ADDITIONAL INFORMATION/ADDENDA: Any ambiguity, conflict, discrepancy, omissions or other error discovered in this solicitation must be reported immediately and a request made for modifications or clarification. Request for additional information or clarifications must be made in writing and submitted to NASSAU COUNTY'S EPROCUREMENT SYSTEM, [PLANETBIDS VENDOR PORTAL](#) by the question deadline identified in Section 4.1.

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

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

4.5 PROPOSALS AND PRESENTATION COST: The County will not be liable in any way for any cost incurred by the Respondent in the preparation of their proposal in response to this RFQ nor for the presentation of their proposals or participation in any discussions or negotiations.

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

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

TAB 1 – Cover Letter

Provide a cover letter signed by an authorized representative of your firm that can legally bind the company and provide, his/her title, address, phone number, and email address. Provide a positive commitment to perform the required work. Proposer should also provide the primary contact person for this solicitation including his/her title, phone number, and email address. A table of contents should follow the cover letter.

TAB 2 – Table of Contents

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

TAB 3 – Team Organization, Experience and Qualifications

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

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

TAB 4 – Project Understanding, Approach and Methodology

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

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

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

Geotechnical Services

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

Materials Testing, Inspection, and Reporting

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

TAB 5 – References

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

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

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

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

TAB 6 – CURRENT WORKLOAD

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

TAB 7 – TECHNOLOGY

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

TAB 8 – HOURLY RATE SCHEDULE

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

TAB 9 – Attachments/Administrative Information

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

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

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

SECTION 5. EVALUATION/SELECTION PROCESS

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

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

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

SECTION 6. CONTRACT PROCEDURES

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

SECTION 7. STANDARD CONTRACT TERMS FOR PROFESSIONAL SERVICES

7.1 COMPENSATION

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

The Remainder of the This Page Intentionally Left Blank

**ATTACHMENT “A”
ADDENDA ACKNOWLEDGMENT**

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

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

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

TO BE RETURNED WITH BID

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

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

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

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

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

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

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

Signature

Date

State of: _____

County of: _____

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

Notary Public

My commission expires: _____

ATTACHMENT "C"
DRUG FREE WORKPLACE CERTIFICATE

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

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

[Remainder of the page intentionally blank.]

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

Authorized Signature

Date Signed

State of: _____

County of: _____

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

Notary Public

My commission expires: _____



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

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

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

JOHN A. CRAWFORD
Ex-Officio Clerk

DENISE MAY
County Attorney

TACO E. POPE, AICP
County Manager

ATTACHMENT "E"

E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

Project Name: _____

Bid No./Contract No.: _____

DEFINITIONS:

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

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

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

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

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

(904) 530-6100

An Affirmative Action / Equal Opportunity Employer

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

CONTRACT TERMINATION:

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

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

[Remainder of the page intentionally blank.]

EXHIBIT "A"
CONTRACTOR E-VERIFY AFFIDAVIT

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

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

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

Print Name: _____
Date: _____

STATE OF FLORIDA

COUNTY OF _____

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

Notary Public

Printed Name

My Commission Expires: _____

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

ENVIRONMENTAL COMPLIANCE

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

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

EXHIBIT "B"
SUBCONTRACTOR E-VERIFY AFFIDAVIT

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

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

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

Print Name: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

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

Notary Public

Printed Name

My Commission Expires: _____

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

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

FEDERAL NON-DISCRIMINATION PROVISIONS

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

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

ATTACHMENT “F”
GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS



COMMERCIAL GENERAL LIABILITY INSURANCE

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

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

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

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

WORKERS’ COMPENSATION AND EMPLOYER’S LIABILITY INSURANCE

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

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

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

Part Two – Employer’s Liability Insurance

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

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

AUTOMOBILE LIABILITY INSURANCE

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

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

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

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

PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT "G" FEDERAL PROVISIONS

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

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

shall read as follows:

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

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

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

12. E-Verify: Enrollment and verification requirements:

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

the contract.

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

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

ATTACHMENT "H"
EXPERIENCE OF RESPONDENT

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

1. FIRM NAME: _____

Address: _____

City/State/Zip: _____

Phone: _____ Email: _____

Name of primary contact responsible for work performance: _____

Phone: _____ Cell Phone: _____

Email: _____

2. INSURANCE:

Surety Company: _____

Agent Company: _____

Agent Contact: _____

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

3. EXPERIENCE:

Years in business: _____

Years in business under this name: _____

Years performing this type of work: _____

Value of work now under contract: _____

Value of work in place last year: _____

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

Name of subvendors you may use: _____

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

Been involved in bankruptcy or reorganization: ___ Yes ___ No

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

4. PERSONNEL

How many employees does your company employ:

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

5. WORK EXPERIENCE:

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

Reference #1:

Company/Agency Name: _____

Address: _____

Contract Person: _____

Phone: _____ Email: _____

Project Description: _____

Contract \$ Amount: _____

Date Completed: _____

Reference #2:

Company/Agency Name: _____

Address: _____

Contract Person: _____

Phone: _____ Email: _____

Project Description: _____

Contract \$ Amount: _____

Date Completed: _____

Reference #3:

Company/Agency Name: _____

Address: _____

Contract Person: _____

Phone: _____ Email: _____

Project Description: _____

Contract \$ Amount: _____

Date Completed: _____

REMINDER:

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

ATTACHMENT "I"

CONTRACT FOR *** SERVICES**

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

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

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

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

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

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

SECTION 2. Receiving/Payment/Invoicing

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

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

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

SECTION 3. Acceptance of Services and/or Materials

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

SECTION 4. Firm Prices

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

SECTION 5. Fund Availability

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

SECTION 6. Expenses

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

SECTION 7. Taxes and Liens

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

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

SECTION 8. Laws Governing this Contract

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

SECTION 9. Changes

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

SECTION 10. Modifications

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

SECTION 11. Assignment & Subcontracting

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

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

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

SECTION 12. Severability

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

SECTION 13. Termination for Default, Fraud or Willful Misconduct

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

SECTION 14. Termination for Convenience

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

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

SECTION 15. Force Majeure

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

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

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

SECTION 16. Access and Audits

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

SECTION 17. Vendor Responsibilities

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

SECTION 18. Public Emergencies

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

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

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

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

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

SECTION 20. Probationary Period

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

SECTION 21. Independent Vendor Status

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

SECTION 22. Indemnification and Insurance

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

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

SECTION 23. Dispute Resolution

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

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

SECTION 24. E-Verify System

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

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

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

SECTION 25. Public Records

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

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

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

SECTION 26. Request for Records; Noncompliance

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

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

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

SECTION 27. Civil Action

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

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

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

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

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

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

SECTION 29. Entire Agreement

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

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

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

By: _____
Its: _____
Date: _____

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

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

Approved as to form and legality by the
Nassau County Attorney

DENISE C. MAY

**UNITED BROTHERS DEVELOPMENT
CORPORATION**

By: _____

Its: _____

Date: _____

DRAFT



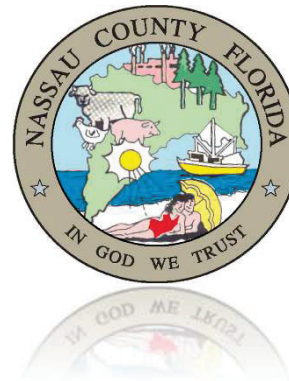
REQUEST FOR QUALIFICATIONS

CONTINUING CONTRACT FOR
PROFESSIONAL GEOTECHNICAL AND
MATERIAL TESTING SERVICES

RFQ NO. NC23-016

SUBMITTED TO:

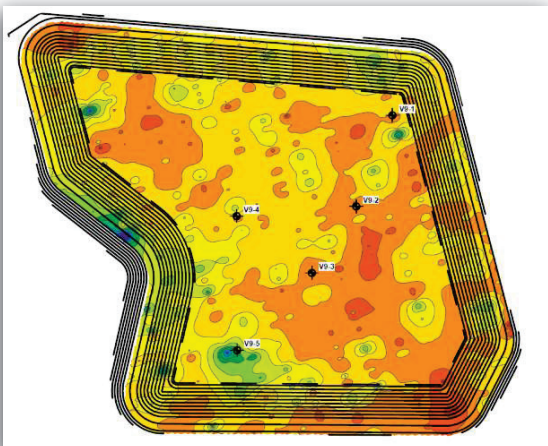
NASSAU COUNTY BOARD OF
COUNTY COMMISSIONERS



SUBMITTED BY:

ENVIRONMENTAL AND
GEOTECHNICAL SPECIALISTS, INC.

3772 KORI ROAD, JACKSONVILLE, FL 32257



EGS
Environmental and
Geotechnical Specialists
Engineers and Scientists

ENVIRONMENTAL AND GEOTECHNICAL SPECIALISTS, INC.

February 10, 2023

Nassau County
Board Of County Commissioners
96135 Nassau Place, Suite 6
Yulee, Florida 32097



Re: Statement of Qualifications
RFQ NO. NC23-016
Continuing Contract for Professional
Geotechnical and Material Testing Services
Nassau County, Florida

Environmental and Geotechnical Specialists, Inc. (EGS) is pleased to submit this Statement of Qualifications for RFQ NO. NC23-016, the Continuing Geotechnical, and Material Testing Services Contract. EGS is a Geotechnical and Environmental Engineering Firm that has been providing services to Government Agencies in Florida for over 30 years. EGS specializes in the areas of Geotechnical Design, Geophysical Studies, Quality Control (QC) Testing, Verification Testing (VT), Construction Materials Testing (CMT), and Construction Engineering Inspection (CEI) for Public Works projects.

EGS is a full-service Geotechnical Firm that provides in-house geophysical testing services, subsurface drilling, soil sampling, design recommendations, material testing services, inspection, and construction assistance for a wide range of projects. Our professional consulting, laboratory, and field qualifications are described in detail in the attached proposal.

COMMITMENT TO SATISFY COUNTY'S NEEDS

The staff at EGS is committed to satisfying the County's needs on all aspects of an assigned task. With Offices in Jacksonville and Tallahassee, EGS will meet all assigned schedules and deadlines, in addition to providing high-quality, effective designs and deliverables. Further, Nassau County projects will have our highest priority with respect to scheduling staff and resources. EGS will pledge to go the "extra mile" to meet the County's needs and expectations. EGS is dedicated to providing exceptional services to its clients at competitive rates.

STYLE OF PRESENTATION

The format of this proposal has been kept intentionally concise, to the point, and structured to follow the Proposal Response Requirements while eliminating non-relevant materials. We have, however, provided extensive material to demonstrate our experience and success with geotechnical investigations previously conducted in the State. This style of presentation is reflective of the philosophy of EGS. We will strive to minimize the County's involvement, unless necessary, on any given task while assuring the needs of a project are being met.

*Nassau County
Board Of County Commissioners
Statement of Qualifications
RFQ NO. NC23-016
February 10, 2023*

UNDERSTANDING OF SCOPE

The Scope of Services to be provided under this contract will likely be varied depending on the needs of the County projects. These services could include:

- Subsurface Investigations
- Site Preparation Recommendations
- Foundation Recommendations
- Slope Stability and Excavations
- Pavement and Roadway Surveys
- Construction Materials Investigations, Special Studies & Projects
- Laboratory Services
- Excavation and Compaction Requirements
- Pavement Parking Materials
- Drilled Shaft Inspection
- Asphalt & Concrete Inspection/Evaluation
- Quality Control Program

EGS STAFF

Personnel and staffing requirements have significantly increased throughout the years and to further ensure project schedules are met, EGS currently employs approximately 50 qualified field, laboratory, administrative, and engineering staff. EGS has sufficient personnel and equipment resources to handle any project that could potentially arise from this contract. EGS has very stringent training and qualification requirements for all personnel to ensure the Client will receive the highest quality Reports in a timely manner.

WHY CHOOSE EGS

As referenced throughout this Statement of Qualifications, EGS will be committed to providing the highest quality deliverables on schedule to the County. Since our firm does not work for contractors, there will be no conflict-of-interest issues during the duration of this Contract. If we are fortunate enough to be selected, our goal will be to develop a long-lasting and strong partnership with the County.

This proposal has been written with a conscientious effort to represent EGS's capabilities and qualifications in a fair manner and good faith without collusion or fraud. Judith M. Hayden, P.E., President, has the authority to bind Environmental and Geotechnical Specialists, Inc. as the principal proponent.

Thank you for this opportunity to present our credentials. We respectfully request consideration for this contract selection.


Judith M. Hayden, P.E., President, FL PE 43976
3772 Kori Road, Jacksonville, Florida 32257
Address
Judy.Hayden@egs-us.com
Email

February 10, 2023
Date
(850) 386-1253 (850) 385-8050
Telephone Fax
www.egs-us.com
Web Page

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EGS Environmental and Geotechnical Specialists

CONTINUING CONTRACT FOR PROFESSIONAL
GEOTECHNICAL AND MATERIAL TESTING SERVICES

RFQ NO. NC23-016

JANUARY 27, 2023

TAB 3

TEAM ORGANIZATION, EXPERIENCE AND QUALIFICATIONS

Firm Qualifications

ENVIRONMENTAL AND GEOTECHNICAL SPECIALISTS, INC. (EGS)

EGS was founded by Judy Hayden in 1992 in Tallahassee, Florida and has since grown six (6) additional Office locations, including Jacksonville and Gainesville. EGS's primary areas of focus have been to provide specialty Geotechnical, Geophysical, and Environmental services to its Clients. EGS's success over the years and ability to maintain positive growth trends is attributed to maintaining strong relationships it shares with local County and City Municipalities and its consistent ability to provide the highest quality Engineering Reports and meet schedules. This is evidenced by the numerous prior and on-going continuing service contracts held by the Firm.

EGS PHILOSOPHY

EGS has kept the same founding philosophy over the years; our commitment to providing the highest quality geotechnical and geophysical testing results in a timely manner. At EGS, our clients come first. Our laboratory and field departments routinely work around the schedule of our clients, helping to ensure that EGS leads the industry in customer service. EGS's Professional staff has extensive experience working with clients to facilitate cost-effective investigation, engineering design, and construction recommendations.

GEOTECHNICAL QUALIFICATIONS

As previously mentioned, EGS specializes in the areas of Geotechnical Design, Site Geophysics, Quality Control (QC) Testing, Verification Testing (VT), Construction Materials Testing (CMT), and Construction Engineering Inspection (CEI) for Public Works projects. The staff at EGS has been providing professional services since 1992. EGS currently employs a staff of approximately 50 employees company-wide and has six (6) geotechnical design offices, one (1) of which is located adjacent to Nassau County in Jacksonville.

EGS is technically qualified with the Florida Department of Transportation (FDOT) in the following applicable Geotechnical work categories:

- Group 9.1 Soil Exploration
- Group 9.2 Geotechnical Exploration and Testing
- Group 9.3 Highway Material Testing
- Group 9.4.1 Standard Foundation Studies
- Group 9.4.2 Non-Redundant Drilled Shaft Bridge Foundation Studies
- Group 9.5 Geotechnical Specialty Laboratory Testing

EGS understands that all tasks will be conducted in accordance with any applicable FDOT and County Design Standards as well as the Florida Department of Transportation's Soils and Foundations Handbook, Materials Manual, the Federal Highway Administration Checklist, Guidelines for Review of Geotechnical Reports and Preliminary Plans and Specifications, and Roadway and Traffic Design Standards Indices relating to traffic control through work zones.

Professional Personnel

RESPONSIBLE OFFICES

As the Prime Consultant for this Project, EGS will provide Nassau County with experienced personnel in each responsible Office to manage and oversee the completion of each project assignment. In order to ensure this process, EGS will utilize the staff and resources of multiple EGS Offices.

- **EGS' Jacksonville Office** will be the primary Office and Laboratory responsible for project assignments and testing in Nassau County. The key personnel assigned to this contract in this Office will be Matthew Landschoot, P.E and Katie Ball, P.E.
- **EGS' Gainesville Office** will be the secondary Office responsible for project support in Nassau County. The key personnel assigned to this contract in this Office will be Chandra Samakur, P.E.
- **EGS' Tallahassee Office** will be responsible for field services and supplemental engineering support if needed. The key personnel assigned to this contract in this Office will be Judith Hayden, P.E., Tom Hayden, P.E., and Craig Dunkelberger, P.E.

KEY PERSONNEL

EGS's key personnel will continuously monitor staffing and workload to ensure that Projects are able to be completed in a cost-effective and timely manner. With approximately 50 skilled personnel on staff company-wide, EGS will confidently handle the work load anticipated for this contract. EGS's professional personnel are highly trained and experienced in the fields of Geotechnical and Environmental Engineering, as evidenced in the attached resumes. A brief description of the key staff and their respective position is as follows:

- **Matthew Landschoot, P.E. – Vice President / Senior Geotechnical Engineer**

Matt has over 14 years of experience with materials testing, geotechnical engineering, geophysical analysis, and construction engineering inspector experience, including roadway studies, stormwater design, pavement design, materials engineering, Quality Control (QC) Testing, and Verification Testing (VT). Matt also has extensive experience with the development of plans to remediate sinkholes, slope instability, and excessive settlement due to unsuitable in-situ soil. Matt is the Office Manager for EGS's Jacksonville Office; though, his role in this Contract will be to oversee all geotechnical investigations and coordinate the geotechnical staff management for Nassau County projects.

- **Katherine Ball, P.E. – Geotechnical Engineer**

Katie has over 7 years of geotechnical design and investigation experience, including roadway studies, stormwater design, pavement design, and materials engineering. Katie has extensive experience with FDOT Geotechnical Standards and working on FDOT Geotechnical and Construction Materials Testing (CMT) Projects. Katie's role for this Contract will be to assist in the management of the projects and preparation of design deliverables.

- **Chandra Samakur, P.E. – Chief Geotechnical Engineer**

Chandra has over 50 years of geotechnical design experience including roadway, pavement, stormwater design, shallow and deep foundation design, and materials engineering. Chandra previously worked as the FDOT District 2 Geotechnical Engineer and was responsible for the review of the geotechnical designs that were submitted to the Department. Chandra is the Office Manager for EGS's Gainesville Office; however, his role in this Contract will be to provide Quality Control (QC) and Quality Assurance (QA).

- **Judith Hayden, P.E. – President / Chief Engineer**

Judy has over 45 years of engineering experience in both environmental and geotechnical projects throughout the State. As President of the firm, she will be responsible for the contractual and administration matters.

- **Thomas Hayden, P.E. – Vice President / Senior Geotechnical Engineer**

Tom has over 26 years of geotechnical engineering experience and with expertise in Highway Materials Testing, with the last 16 years serving as Project Manager on a variety of FDOT and local municipality Projects. Tom's role in this Contract will be to provide the Project Manager with cost proposals in a timely manner, as requested.

- **Craig Dunkelberger, P.E. – Senior Geotechnical Engineer**

Craig has over 29 years of geotechnical design and investigative experience, including roadway studies, stormwater design, pavement design, geophysical investigations, pavement evaluations, and materials engineering. Craig has extensive experience with FDOT Geotechnical Standards, managing FDOT Geotechnical, Environmental, and Construction Materials Testing (CMT) Projects for multiple districts in Florida. Craig's role in this Contract will be provide Quality Control (QC) and Quality Assurance (QA).

EGS PROJECT TEAM

EGS has selected STV, Inc. as a sub-consultant for this contract, who specializes in non-redundant shafts and will serve as peer review as needed.

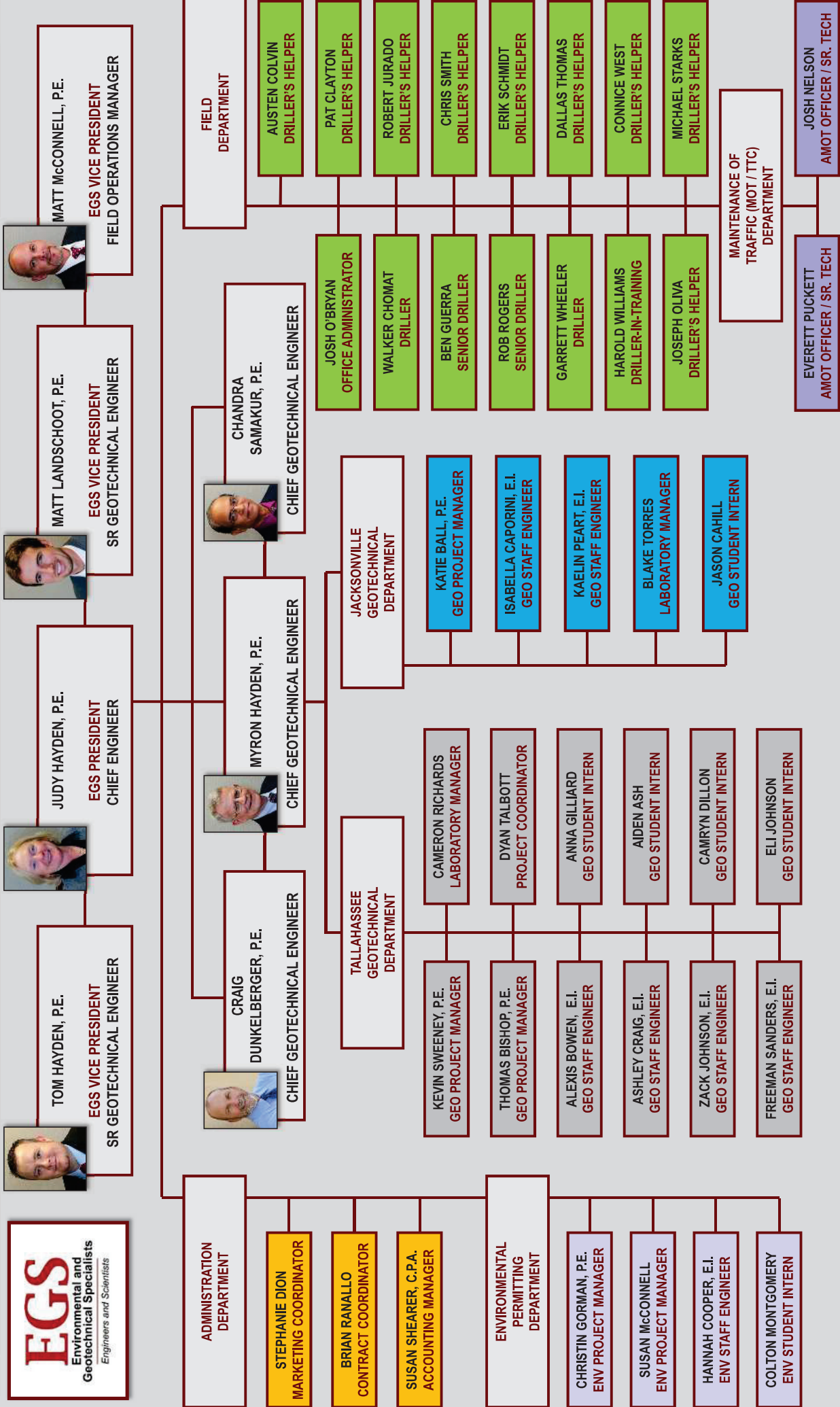
CURRENT AND COMPLETED WORK

The following is just a brief list of some of the projects EGS has been a part of over the last 10 years that are similar in scope with the expectations of this contract or within Nassau County:

- **I-95 (SR 9) over St. Mary's River (FPID: 213463-2-52-01) – Nassau County, Florida** – EGS performed the geotechnical evaluation for the proposed replacement of the existing fender system with a fiber-reinforced polymer (FRP) fender system on the south side of the marine navigational channel. The scope of services included drilling with a specialty barge (performed by sub-consultant under direction of EGS), general classification laboratory testing, scour and geotechnical design considerations, and development of geotechnical plan sheets.
- **SR 15 (US 1) from Rhoden Lane to Pratt Siding Road (FPID: 445589-1-52-01) – Nassau County, Florida** – EGS performed the geotechnical evaluation for the proposed conventional lighting additions located along SR 15 (US 1). The scope of services included installing over 70 soil borings along the shoulder of SR 15 requiring MOT/TTC, general classification laboratory testing, organic content testing, corrosion series testing and environmental classification, geotechnical design parameters, foundation design recommendations, and development of geotechnical plan sheets.

- **Windsong Condominiums Slope Investigation Nassau County, Florida** – EGS performed the geotechnical evaluation of a failing slope adjacent to an existing condominium structure. The scope of services included installation of soil borings, general classification laboratory testing, ground penetrating radar (GPR) survey, slope stability analysis, and recommendations for several remediation options including gabion walls, sheet pile walls, panel walls, etc.
- **Districtwide BDI Geotechnical and Materials Testing Projects – FDOT District 2** – EGS was selected as the Prime Consultant to provide the District with geotechnical design services as requested. Services have included providing geophysical design services, geotechnical design services, post-design geotechnical services, and Asphalt Plant Verification Testing (VT) services on a Task Work Order (TWO) Basis. This Districtwide Contract was awarded in 2021 and is active through 2026.
- **Districtwide Geotechnical and Materials Testing – FDOT District 2** – EGS was selected as the Prime Consultant to provide the District with geotechnical design services as requested. Services have included providing geophysical design services, geotechnical design services, post-design geotechnical services, and Asphalt Plant Verification Testing (VT) services on a Task Work Order (TWO) Basis. This Districtwide Contract was awarded in 2020 and is active through 2025.
- **Districtwide Geotechnical and Materials Testing Projects– FDOT District 2** – EGS was selected as the Prime Consultant to provide the District with geotechnical design services as requested. Services have included providing geophysical design services, geotechnical design services, post-design geotechnical services, and Asphalt Plant Verification Testing (VT) services on a Task Work Order (TWO) Basis. This Districtwide Contract was awarded in 2019 and is active through 2024.
- **Districtwide Geotechnical and Materials Testing Projects – FDOT District 2** – EGS was selected as the Prime Consultant to provide the District with geotechnical design services as requested. Services have included providing geophysical design services, geotechnical design services, post design geotechnical services, and Asphalt Plant Verification Testing (VT) services on a Task Work Order (TWO) Basis. This Districtwide Contract was awarded in 2018 and is active through 2023.
- **General Service Contract – City of Tallahassee, Department of Public Works** – EGS is on several teams to provide miscellaneous services to the City of Tallahassee under a General Service Contract. The tasks have included the Geotechnical analysis for the design life of existing culverts, culvert extensions, mast arm installation, slope evaluations, base failures, lane additions, structural foundations, and stormwater pond designs. In addition, the services have included the analysis and remediation of several karst features.
- **General Service Contract – Leon County, Department of Public Works** – EGS is on the team to provide miscellaneous services to Leon County under a General Service Contract. The tasks have included the Geotechnical analysis for stormwater management facilities, karst impacts, slope stability, lane additions, base failures, and retaining wall design.
- **General Service Contract – Flagler County, Board of Commissioners** – EGS was selected as the Prime Consultant to provide miscellaneous geotechnical services to Flagler County under a General Service Contract. The scope included tasks such as geotechnical analysis for stormwater management facilities, karst impacts, slope stability, lane additions, base failures, and retaining wall design.

Environmental and Geotechnical Specialists, Inc. ORGANIZATIONAL CHART





Katherine J. Ball, P.E.

MAT Engineer



EDUCATION

BACHELOR'S DEGREE

Civil Engineering
University of North Florida
2016

MASTER'S DEGREE

Civil Engineering
University of Florida
2020

PROFESSIONAL

Professional Engineer in Florida:
(90712)

American Society of Civil
Engineers: Member

American Society of Highway
Engineers: Member

CONTACT

Email: Katherine.Ball@egs-us.com

Office: (904) 580-8533

Website: www.egs-us.com

PROJECT EXPERIENCE

Districtwide Continuing Services Materials Verification Testing (FPID: 210996-1-62-26) – Awarded 2022

EGS is on the Team to provide geotechnical design services for the Districtwide Drainage Design Consultant Contract. Geotechnical services provided for this project are likely to include geotechnical designs for the associated drainage improvements, on a Task Work Order (TWO) basis. This design contract was awarded in 2021 and is active through 2026.

Districtwide BDI Geotechnical and Materials Testing Projects (210995-1-32-24) – FDOT District 2 – Awarded 2021

EGS was selected as the Prime Consultant to provide the District with geotechnical design services as requested. Services have included providing geophysical design services, geotechnical design services, post design geotechnical services, and Asphalt Plant Verification Testing (VT) services on a Task Work Order (TWO) Basis. This Districtwide Contract was awarded in 2021 and is active through 2026.

SR 222 From NW 92nd Ct to NW 43rd Street (447032-1-32-01) (Alachua) – Awarded 2021

EGS is a Sub-Consultant on the Team to provide geotechnical design services for the SR 222 Resurfacing, Restoration, and Rehabilitation (RRR) Project. Geotechnical services provided for this project will include performing a Roadway Soil Survey for the proposed roadway widening and turn lane investigations, as well as a traditional lighting investigation. This project was awarded in 2021 and is currently on-going.

SR 10 From Kernan Overpass to Mayport Road (44543013201) (Duval) – Awarded 2021

EGS is a Sub-Consultant on the Team to provide geotechnical design services for the SR 10 Resurfacing, Restoration, and Rehabilitation (RRR) Project. Geotechnical services provided for this project will include performing a Roadway Soil Survey for the proposed roadway widening and turn lane investigations, as well as a traditional lighting investigation. This project was awarded in 2021 and is currently on-going.

Katherine J. Ball, P.E.

MAT Engineer

PROJECT EXPERIENCE (CONTINUED)

Districtwide Drainage Design Contract (TCN: 21208) – Awarded 2021

EGS is on the Team to provide geotechnical design services for the Districtwide Drainage Design Consultant Contract. Geotechnical services provided for this project are likely to include geotechnical designs for the associated drainage improvements, on a Task Work Order (TWO) basis. This design contract was awarded in 2021 and is active through 2026.

Continuing Services Materials Verification Testing Projects (TCN: 21271) – Awarded 2021

EGS is on the Team to provide geotechnical design services for the Continuing Services Materials Verification Testing Projects Contract. Geotechnical services provided for this project are likely to include geotechnical designs for the associated drainage improvements, on a Task Work Order (TWO) basis. This contract was awarded in 2021 and is active through 2026.

Districtwide Geotechnical and Materials Testing (TCN: 21253) – FDOT District 2 – Awarded 2020

EGS was selected as the Prime Consultant to provide the District with geotechnical design services as requested. Services have included providing geophysical design services, geotechnical design services, post design geotechnical services, and Asphalt Plant Verification Testing (VT) services on a Task Work Order (TWO) Basis. This Districtwide Contract was awarded in 2020 and is active through 2025.

SR A1A From Marineland to Fort Matanzas (447064-1-32-01) (St. Johns & Flagler) – Awarded 2021

EGS is a Sub-Consultant on the Team to provide geotechnical design services for the SR A1A Resurfacing, Restoration, and Rehabilitation (RRR) Project. Geotechnical services provided for this project will include performing a Roadway Soil Survey for the proposed roadway widening and turn lane investigations. This project was awarded in 2021 and is currently on-going.

SR 5 (US 1) From SR 206 to Moultrie Creek (447172-1-32-01) (St. Johns) – Awarded 2020

EGS is a Sub-Consultant on the Team to provide geotechnical design services for the SR 5 (US 1) Resurfacing, Restoration, and Rehabilitation (RRR) Project. Geotechnical services provided for this project will include performing a Roadway Soil Survey for the proposed roadway widening and turn lane investigations. This Project was awarded in 2020 and is currently on-going.

SR 15 (US 17) From Eagle Harbor Parkway to Creighton Road (447180-1-32-01) (Clay) – Awarded 2020

EGS is a Sub-Consultant on the Team to provide geotechnical design services for the SR 15 (US 17) Resurfacing, Restoration, and Rehabilitation (RRR) Project. Geotechnical services provided for this project will include performing a Roadway Soil Survey for the proposed roadway widening and turn lane investigations, as well as a traditional lighting investigation. This Project was awarded in 2020 and is currently on-going.

SR 9A (I-295) From Morse Avenue to US 90 (445643-1-32-01) (Duval) – Awarded 2020

EGS is a Sub-Consultant on the Team to provide geotechnical design services and environmental permitting services for the SR 9A (I-295) Resurfacing, Restoration, and Rehabilitation (RRR) Project. Geotechnical services provided for this project will include performing a Roadway Soil Survey for the proposed roadway widening, as well as a performing the geotechnical investigation for the pier protection barriers. This Project was awarded in 2020 and is currently on-going.



Craig E. Dunkelberger, P.E.

Senior Geotechnical Engineer



S U M M A R Y

Mr. Dunkelberger has over 29 years of Geotechnical design and investigative experience, including roadway studies, stormwater design, pavement design, geophysical investigations, pavement evaluations, and materials engineering. Mr. Dunkelberger has extensive experience with FDOT Geotechnical Standards, managing FDOT Geotechnical Projects, FDOT Environmental Projects, and FDOT Construction Materials Testing (CMT) Projects. In addition, Mr. Dunkelberger has experience conducting FDOT Pavement Core and Condition Surveys for Multiple Districts in Florida and FDOT Geotechnical Projects for Multiple Districts in Florida.

E D U C A T I O N

BACHELOR'S DEGREE

Civil Engineering
University of Florida
1991

MASTER'S DEGREE

Geotechnical Engineering
University of Florida
1992

PROFESSIONAL

Professional Engineer in Florida
(49932)

Florida Engineering Leadership
Institute (FELI) Graduate: 2006

Florida Engineering Society:
Member since 1995

C O N T A C T

Email: Craig.Dunkelberger@egs-us.com

Office: (850) 536-8359

Website: www.egs-us.com

P R O J E C T E X P E R I E N C E

FDEP General Services Contract for Engineering Services, Tallahassee, FL – (Contract Number Unknown) Provides miscellaneous geotechnical design services to the FDEP under a General Service Contract. The tasks have included the Geotechnical analysis for proposed boardwalks, parking facilities, wooden docks, proposed structures, and other miscellaneous improvements. Stantec is the prime for this contract.

FDEP General Services Contract for Engineering Services, Tallahassee, FL – (DC 754) Provides miscellaneous geotechnical design services to the FDEP under a General Service Contract. The tasks have included the Geotechnical analysis for proposed boardwalks, parking facilities, wooden docks, proposed structures, and other miscellaneous improvements. Registe, Sliger Engineers is the prime for this contract.

FDEP General Services Contract for Engineering Services, Tallahassee, FL – (DC 852) Provides miscellaneous geotechnical design services to the FDEP under a General Service Contract. The tasks have included the Geotechnical analysis for proposed boardwalks, parking facilities, wooden docks, proposed structures, and other miscellaneous improvements. Registe, Sliger Engineers is the prime for this contract.

City of Tallahassee, Department of Public Works, General Service Contract, Tallahassee, FL – EGS is on several teams (KHA, GPI, MBI, RS&H, Atkins) to provide miscellaneous services to the City of Tallahassee under a General Service Contract. The tasks have included the Geotechnical analysis for the design life of existing culverts, culvert extensions, mast arm installation, slope evaluations, base failures, lane additions, structural foundations and stormwater pond designs. In addition, the services have included the analysis and remediation of several karst features.

Craig E. Dunkelberger, P.E.

Senior Geotechnical Engineer

PROJECT EXPERIENCE (CONTINUED)

Leon County, Department of Public Works, General Service Contract, Leon County, FL – EGS is on the team (DRMP) to provide miscellaneous services to Leon County under a General Service Contract. The tasks have included the Geotechnical analysis for stormwater management facilities, karst impacts, slope stability, lane additions, base failures and retaining wall design.

Capital Cascade Segment 3 & 4, Capital Cascade Trail Park, Blueprint 2000 & Beyond – EGS was on the team (Kimley-Horn) selected for the design of the Capital Cascade Trail Park. The investigation included the analysis of subsoils for the park amenities including a pedestrian bridge, public structures, pond design parameters, channel stabilization, culvert installations, storm sewer installation, and retaining wall installation. The geotechnical investigation for the construction of new roadway and parking facilities was included. The project involved participation in public meetings as well as Public Hearings.

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Eastern Transmission Line - City of Tallahassee, Electric Utility Dept. – EGS completed the permitting for the construction of nine (9) miles of the Eastern Transmission Line for the City of Tallahassee, Electric Department. This project included close coordination with the City of Tallahassee, Growth Management Department, the Electric Department, the Florida Department of Environmental Protection, the U.S. Army Corps of Engineers and the Northwest Florida Water Management District.

Lake Elberta Park - City of Tallahassee, Parks, Recreation and Neighborhood Affairs Dept. – EGS provided the detailed design services for the development of a new park facility located at Silver Lake in southwest Tallahassee. The design included the parking, picnic shelters, and a floating dock for the neighborhood park. City of Tallahassee, Growth Management permits were acquired in addition to wetland permitting and mitigation.

Upper East Subdivision SWMP Evaluation- Lake Hall Road – Leon County, FL
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Judith M. Hayden, P.E.

Chief Engineer / Principal / QA
QC



S U M M A R Y

Mrs. Hayden has over 40 years of environmental design and permitting experience including natural features, wetland delineation, environmental impact, and environmental management. Mrs. Hayden is highly skilled at regulatory agency coordination. Mrs. Hayden has extensive experience with Leon County, City of Tallahassee, Florida Department of Environmental Protection, Army Corps of Engineers (ACOE), Northwest Florida Water Management District (NWFWMD), St. Johns River Water Management District (SJRWMD), and the Suwannee River Water Management District (SRWMD). She has been EGS's Chief Engineer and QA QC Officer since 1992.

E D U C A T I O N

BACHELOR'S DEGREE

Civil Engineering
Oklahoma State University
1977

Education
University of Dayton
1971

MASTER'S DEGREE

Civil Engineering
Kansas State University
1979

P R O F E S S I O N A L

Professional Engineer in Florida
(43976)

American Society of Civil Engineers:
Member

Florida Association of Environmental
Professionals: Member

National Society of Professional
Engineers: Member

C O N T A C T

Email: Judy.Hayden@egs-us.com

Office: (850) 536-8345

Website: www.egs-us.com

P R O J E C T E X P E R I E N C E

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Judith M. Hayden, P.E.

Chief Engineer / Principal / QA QC

PROJECT EXPERIENCE (CONTINUED)

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Thomas H. Hayden, P.E.

Vice President / Senior
Geotechnical Engineer



S U M M A R Y

Mr. Hayden has over 21 years of Geotechnical design and investigative experience, including roadway studies, stormwater design, pavement design, geophysical investigations, pavement evaluations, and materials engineering. Mr. Hayden has extensive experience with FDOT Geotechnical Standards, managing FDOT Geotechnical Projects, FDOT Environmental Projects, and FDOT Construction Materials Testing (CMT) Projects. In addition, Mr. Hayden has experience conducting FDOT Pavement Core and Condition Surveys for District 2 and District 3 and FDOT Geotechnical Projects for District 3, District 2, District 5, and District 7.

E D U C A T I O N

BACHELOR'S DEGREE

Civil Engineering
University of South Florida
2003

PROFESSIONAL

Professional Engineer in Florida
(67492), Alabama (33469-E), and
South Carolina (30621)

Florida Engineering Leadership
Institute (FELI) Graduate: 2008

Jim Moran Institute (JMI)
Graduate: 2017

C O N T A C T

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Office: (850) 536-8373

Website: www.egs-us.com

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Thomas H. Hayden, P.E.

Vice President / Senior Geotechnical Engineer

PROJECT EXPERIENCE (CONTINUED)

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Matthew R. Landschoot, P.E.

Senior Geotechnical Engineer
/ Jacksonville Office Manager



S U M M A R Y

Mr. Landschoot has over 13 years of experience with Materials testing, Geotechnical Engineering, Geophysical Engineer, and Construction Engineering Inspector experience, including roadway studies, stormwater design, pavement design, materials engineering, Quality Control (QC) Testing, and Verification Testing (VT). Mr. Landschoot has extensive experience with the development of plans to remediate sinkholes, slope instability, and excessive settlement due to unsuitable in-situ soil. Mr. Landschoot has been Geotechnical Engineer of Record (EOR) on over 100 FDOT Projects in District 2 and District 3 for EGS. He is currently managing EGS's District 2 Geotechnical Districtwide Contracts.

E D U C A T I O N

BACHELOR'S DEGREE

Civil Engineering
Florida State University
2008

PROFESSIONAL

Professional Engineer in Florida
(76183)

Florida Engineering Leadership
Institute (FELI) Graduate: 2014

Geotechnical Materials Engineering
Council (GMEC): Member, Past
Executive Committee Vice-Chair

American Society of Civil Engineers
(ASCE): Member, Past President of
Tallahassee Branch

ASCE National 2014 New Faces of
Civil Engineering Award Winner

ASCE Tallahassee Branch 2013

C O N T A C T

Email: Matt.Landschoot@egs-us.com

Office: (904) 580-8501

Website: www.egs-us.com

P R O J E C T E X P E R I E N C E

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Matthew R. Landschoot, P.E.

Senior Geotechnical Engineer / Jacksonville Office Manager

PROJECT EXPERIENCE (CONTINUED)

Leon County, Department of Public Works, General Service Contract, Leon County, FL – EGS is on the team (DRMP) to provide miscellaneous services to Leon County under a General Service Contract. The tasks have included the Geotechnical analysis for stormwater management facilities, karst impacts, slope stability, lane additions, base failures and retaining wall design.

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Chandra Samakur, P.E.

Senior Geotechnical Engineer /
Gainesville Office Manager



S U M M A R Y

Mr. Samakur has over 50 years of geotechnical design and investigation experience, including roadway studies, stormwater design, pavement design, materials engineering, shallow foundation design, and deep foundation design. Mr. Samakur has extensive knowledge of FDOT Geotechnical Standards, FDOT Standard Specifications and Recommendations, providing innovative design concepts regarding geotechnical recommendations and providing construction requirements and techniques.

E D U C A T I O N

BACHELOR'S DEGREE

Civil Engineering
University of Madras (India)
1969

MASTER'S DEGREE

Civil Engineering
University of Mississippi
1979

PROFESSIONAL

Professional Engineer in Florida
(49075), Maryland, and Missouri

American Society of Civil Engineers
(ASCE): Member

Florida Engineering Society: Member

Chi Epsilon (National Civil
Engineering Honor Society): Member

C O N T A C T

Email: Chandra.Samakur@egs-us.com

Office: (352) 519-1365

Website: www.egs-us.com

P R O J E C T E X P E R I E N C E

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Chandra Samakur, P.E.

Senior Geotechnical Engineer / Gainesville Office Manager

PROJECT EXPERIENCE (CONTINUED)

Leon County, Department of Public Works, General Service Contract, Leon County, FL – EGS is on the team (DRMP) to provide miscellaneous services to Leon County under a General Service Contract. The tasks have included the Geotechnical analysis for stormwater management facilities, karst impacts, slope stability, lane additions, base failures and retaining wall design.

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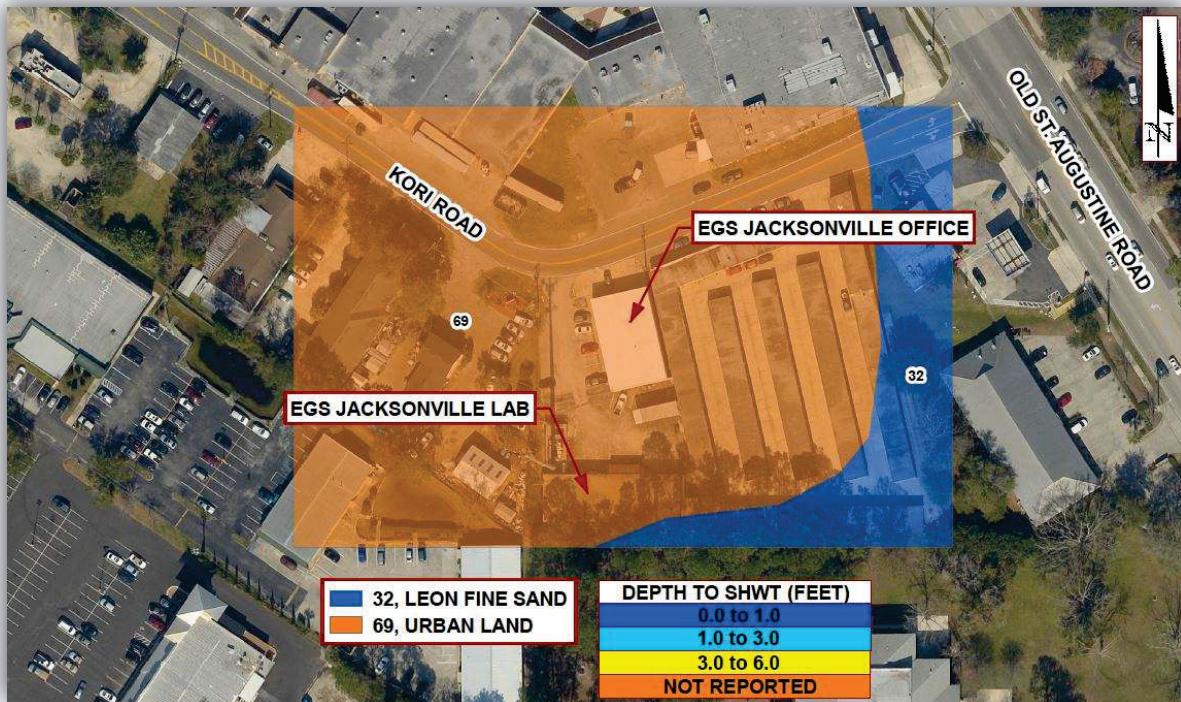
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Technological Capabilities

GEOGRAPHIC INFORMATION SYSTEM (GIS) MAPPING

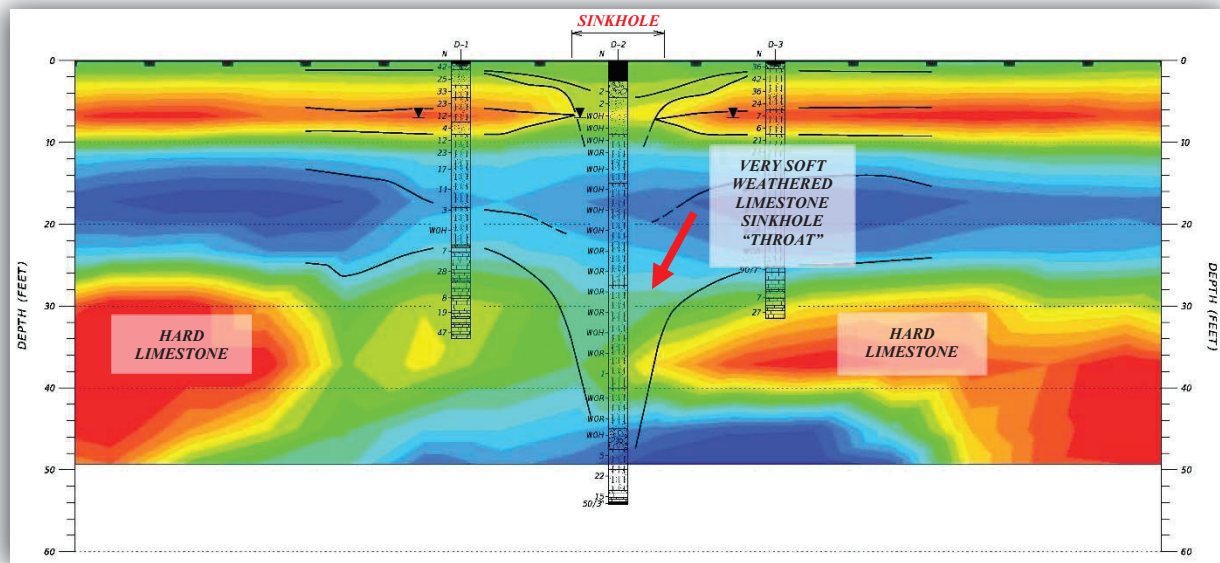
EGS has a staff of Geographic Information System (GIS) personnel that specialize in utilizing ArcGIS to investigate project corridors and provide site-specific data to the Geotechnical Design Team. As an example, our Staff evaluated the EGS Jacksonville Office utilizing a GIS overlay of the USDA soil survey on an aerial photograph in the Figure below. This Figure provides an instant visual review of the soil classification as well as the reported depth to seasonal high groundwater.



USDA Map – Jacksonville Office

GEOPHYSICAL INVESTIGATIONS

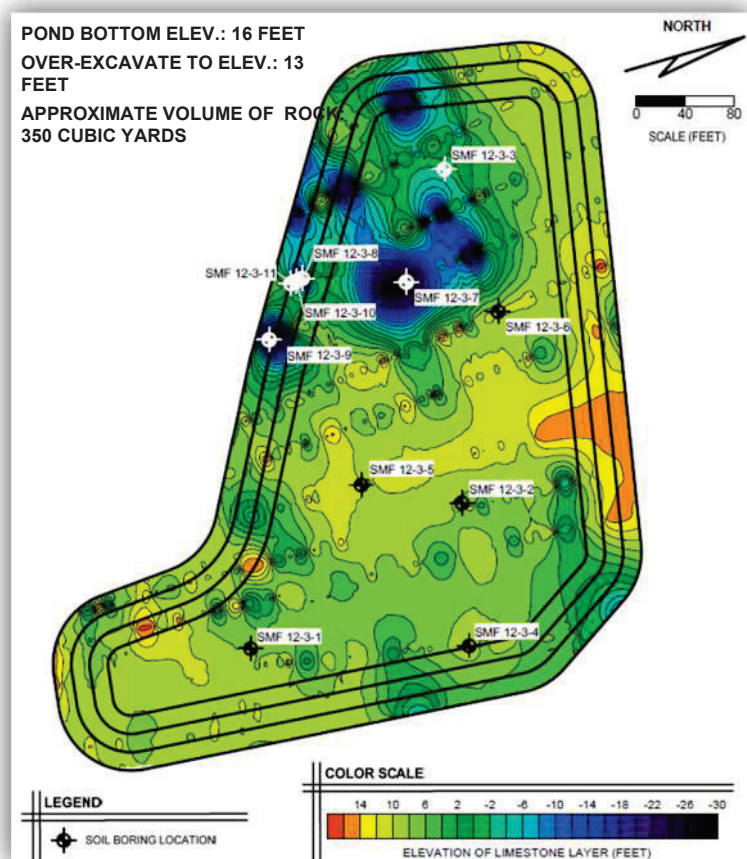
What truly separates EGS from the competition is our use of geophysical technologies to provide a higher-quality subsurface evaluation to the client. By utilizing our in-house Ground Penetrating Radar (GPR) and/or Electrical Resistivity Imaging (ERI) equipment on projects, we are able to provide more exact delineations of subsurface issues (i.e. karst features, buried organics, rock layers), as well as the ability to evaluate pavement thickness, depth to rock, and subsurface anomalies. This data can also be used as an overlay on plan profiles for visual analysis of existing conditions. EGS has successfully used these technologies on a variety of projects and become one of the preeminent geophysical investigation firms in the State of Florida.



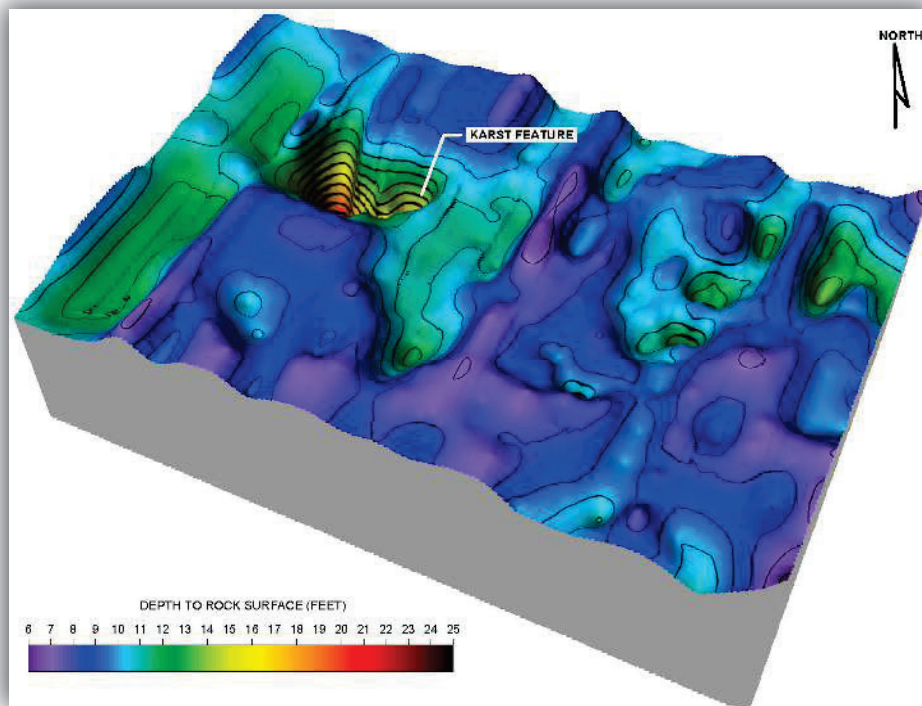
Electrical Resistivity Profile – Sinkhole Investigation

2D CONTOURING AND 3D MODELING OF SOIL LAYERS

Using the computer program Surfer by Golden Software, EGS has the capability of modeling 2D contour maps and 3D surfaces utilizing data collected from geophysical surveying. EGS staff has extensive experience using both ERI and GPR to map subsurface layers, namely, pavement and base layers, plastic confining layers, and limestone layers. Once the geophysical data has been analyzed and the subsurface layer has been delineated, EGS exports and compiles the data for the entire site and then imports the data into Surfer for modeling. EGS has used these innovative capabilities to create impactful representations of the subsurface conditions and karst features. Additionally, this is a cost-savings method by estimating volume calculations for excavations or fill soils between the mapped layer and the ground surface or a given depth/elevation.



Contour Map of Top of Limerock Layer



3D Contour Map of Top of Limerock Layer

SPECIALIZED IN-SITU AND FIELD TESTING

EGS owns and operates a state-of-the-art track mounted “piezocone” Cone Penetration Testing (CPT) rig, outfitted with a specialized Hydraulic Profiling Tool (HPT) and down-hole Conductivity Meter. EGS’s standard process of collecting CPT, HPT, and Conductivity data provides a much clearer delineation of material changes with depth and soil properties. One significant advantage of the HPT data collection process is that it enables a much more accurate preliminary evaluation of hydraulic conductivity continuously along the depth of probe penetration. The traditional CPT data (tip resistance, sleeve, and pore pressure) is typically utilized to correlate to soil strength and other behavioral properties. In addition to CPT, EGS has the equipment and ability to perform Dilatometer Testing (DMT), Vane Shear Testing (VST), Pressuremeter Testing (PMT), and other various field infiltration/aquifer performance tests as needed for this Contract.



EGS Performing CPT / HPT / Conductivity Logs and Setting Cased Hole Piezometers for Infiltration Properties

Laboratory Testing Capabilities

EGS operates geotechnical laboratories in Jacksonville and Tallahassee, Florida which are annually inspected for AASHTO R-18 conformance and accredited by the Construction Materials and Engineering Council (CMEC). EGS maintains the following geotechnical laboratory accreditations:

JACKSONVILLE GEOTECHNICAL LABORATORY

- **General Laboratory Management**
 - **AASHTO R18** Concrete, Soil
 - **ASTM C1077** Requirements for Agencies Testing Concrete and Aggregates
 - **ASTM E329** Agencies Engaged in Construction Inspection, Testing, & Special Inspection
 - **ASTM E3740** Requirements for Agencies Testing and Inspecting Soil / Rock
- **Concrete**
 - **ASTM C1064 / AASHTO T309** Temperature
 - **ASTM C1231** Unbonded Pad Caps
 - **ASTM C138 / AASHTO T121** Density / Unit Weight
 - **ASTM C143 / AASHTO T119** Slump
 - **ASTM C172 / R60** Sampling Freshly Mixed Concrete
 - **ASTM C231 / AASHTO T152** Air – Pressure Meter
 - **ASTM C31 / AASHTO T23** Casting Specimens
 - **ASTM C39 / AASHTO T22** Compressive Strength
 - **ASTM C511 / M201** Curing Facilities
- **Soil**
 - **ASTM D1140** Materials Finer than #200
 - **ASTM D1556 / AASHTO T191** Density & Unit Weight of Soil in Place by Sand Cone Method
 - **ASTM D1557 / AASHTO T180** Compaction – Modified
 - **ASTM D2216 / AASHTO T265** Moisture Content
 - **ASTM D2487** Classification of Soils
 - **ASTM D2488** Description of Soils
 - **ASTM D421 / R58** Dry Preparation
 - **ASTM D7928 / AASHTO T88** Particle Size
 - **ASTM D4318 / AASHTO T89 & T90** Liquid and Plastic Limits
 - **ASTM D4944 / AASHTO T217** Portable “Speedy” Moisture Test
 - **ASTM D6938 / AASHTO T310** Moisture / Density Gage
 - **ASTM D698 / AASHTO T99** Compaction – Standard
 - **FM 5-515** Limerock Bearing Ratio
 - **FM 5-550** pH in Soil
 - **FM 5-551** Resistivity in Soil
 - **FM 5-552** Chloride in Soil
 - **FM 5-553** Sulfate in Soil
 - **AASHTO T267** Loss on Ignition

Environmental & Geotechnical Specialists, Inc.

3772 Kori Road
Jacksonville, FL 32257
United States

CONCRETE

ASTM Methods: C1064, C1077, C1231, C138, C143, C172, C231, C31, C39, C511, E329

AASHTO Methods: M201, R100, R60, T119, T121, T152, T22, T309

SOIL

ASTM Methods: D1140, D1556, D1557, D2216, D2487, D2488, D3740, D421, D4318, D4944, D6938, D698, D7928, E329

AASHTO Methods: R58, T180, T191, T217, T265, T267, T310, T88, T89, T90, T99

State Methods: FM 1 T099, FM 1 T180, FM 5 515, FM 5 550, FM 5 551, FM 5 552, FM 5 553

CMEC

AASHTO R18 Accredited

David A. Savage

David A. Savage
Director of Accreditation

Christopher J. Robinson

Christopher J. Robinson, P.E.
President

This is to certify that this laboratory has been accredited for technical competence and found to meet the requirements for performing the test methods listed above for the inspection and testing of construction materials. The current scope of accreditation can be obtained by viewing the CMEC Directory of Accredited Laboratories (www.cmec.org)

Accreditation Date: 2/23/2022

Reinspection Date: 1/5/2023

Expiration Date: 4/5/2023

Accreditation ID: 1006670

EGS Jacksonville Laboratory Accreditation



EGS Jacksonville Office and Lab
(3772 Kori Road, Jax, FL)



EGS Jacksonville Lab Interior

EGS's Jacksonville Laboratory is located approximately 45 minutes south of Yulee in Nassau County. Samples requiring testing may be delivered to our offices 7 days a week, year-round at a pre-designated drop-off area. EGS technicians are also highly trained and available to collect field samples if required.

TALLAHASSEE GEOTECHNICAL LABORATORY

- **General Laboratory Management**

- **AASHTO R18** Concrete, Soil
- **ASTM C1077** Requirements for Agencies Testing Concrete and Aggregates
- **ASTM E329** Agencies Engaged in Construction Inspection, Testing, & Special Inspection
- **ASTM E3740** Requirements for Agencies Testing and Inspecting Soil / Rock

- **Aggregate**

- **ASTM C117 / AASHTO T11** Passing #200 – Coarse Aggregate
- **ASTM C138 / AASHTO T27** Gradation – Coarse Aggregate
- **ASTM C117 / AASHTO T11** Passing #200 – Fine Aggregate
- **ASTM C136 / AASHTO T27** Gradation – Fine Aggregate
- **ASTM C127 / AASHTO T85** Specific Gravity Coarse Aggregate
- **ASTM C128 / AASHTO T84** Specific Gravity Fine Aggregate
- **ASTM C29 / AASHTO T19** Density / Unit Weight
- **ASTM C702 / R76** Reducing Samples of Aggregate

- **Concrete**

- **ASTM C1064 / AASHTO T309** Temperature
- **ASTM C1231** Unbonded Pad Caps
- **ASTM C138 / AASHTO T121** Density / Unit Weight
- **ASTM C143 / AASHTO T119** Slump
- **ASTM C172 / R60** Sampling Freshly Mixed Concrete
- **ASTM C231 / AASHTO T152** Air – Pressure Meter
- **ASTM C31 / AASHTO T23** Casting Specimens
- **ASTM C39 / AASHTO T22** Compressive Strength
- **ASTM C511 / M201** Curing Facilities

- **Soil**

- **ASTM D1140** Materials Finer than #200
- **ASTM D1556 / AASHTO T191** Density & Unit Weight of Soil in Place by Sand Cone Method
- **ASTM D1557 / AASHTO T180** Compaction – Modified
- **ASTM 1883 / AASHTO T193** California Bearing Ratio
- **ASTM D2166 / AASHTO T208** Unconfined Compressive Strength
- **ASTM D2216 / AASHTO T265** Moisture Content
- **ASTM D2435 / AASHTO T216** One Dimensional Consolidation of Soils
- **ASTM D2487** Classification of Soils
- **ASTM D2488** Description of Soils
- **ASTM D2850 / AASHTO T269** Unconsolidated Undrained Triax
- **ASTM D3080 / AASHTO T236** Direct Shear
- **ASTM D421 / R58** Dry Preparation
- **ASTM D7928 / AASHTO T88** Particle Size
- **ASTM D4318 / AASHTO T89 & T90** Liquid and Plastic Limits
- **ASTM D4767 / AASHTO T297** Consolidated Undrained Triax
- **ASTM D4944 / AASHTO T217** Portable “Speedy” Moisture Test
- **ASTM D5084** Permeability Flex Wall
- **ASTM D6938 / AASHTO T310** Moisture / Density Gage

- **Soil (Cont.)**

- | | |
|---------------------------------|------------------------|
| ○ ASTM D698 / AASHTO T99 | Compaction – Standard |
| ○ FM 5-515 | Limerock Bearing Ratio |
| ○ FM 5-550 | pH in Soil |
| ○ FM 5-551 | Resistivity in Soil |
| ○ FM 5-552 | Chloride in Soil |
| ○ FM 5-553 | Sulfate in Soil |
| ○ AASHTO T267 | Loss on Ignition |

3676 Hartsfield Road, Ste. 100
Tallahassee, FL 32303
United States

Environmental & Geotechnical Specialists, Inc.

AGGREGATE
ASTM Methods: C1077, C117, C127, C128, C136, C29, C702
AASHTO Methods: R76, T11, T19, T27, T84, T85

CONCRETE
ASTM Methods: C1064, C1077, C138, C143, C1611, C172, C231, C31
AASHTO Methods: R100, R60, T119, T121, T152, T309, T347

SOIL
ASTM Methods: D1140, D1557, D2166, D2216, D2435, D2487, D2488, D3740, D421, D4318, D6938, D698, D7928, D854, E329
AASHTO Methods: R58, T100, T180, T208, T216, T265, T267, T310, T88, T89, T90, T99
State Methods: FM 5 550, FM 5 551, FM 5 552, FM 5 553



CMEC

AASHTO R18 Accredited

David A. Savage
David A. Savage
Director of Accreditation

Christopher J. Robinson
Christopher J. Robinson, P.E.
President

This is to certify that this laboratory has been accredited for technical competence and found to meet the requirements for performing the test methods listed above for the inspection and testing of construction materials. The current scope of accreditation can be obtained by viewing the CMEC Directory of Accredited Laboratories (www.cmec.org).

Accreditation Date: 8/17/2022 Reinspection Date: 7/21/2023 Expiration Date: 10/19/2023 Accreditation ID: 1006909

EGS Tallahassee Laboratory Accreditation



EGS Tallahassee Lab
(369 Office Plaza Drive, Tallahassee, FL)



EGS Tallahassee Lab Interior



EGS Environmental and Geotechnical Specialists

CONTINUING CONTRACT FOR PROFESSIONAL
GEOTECHNICAL AND MATERIAL TESTING SERVICES

RFQ NO. NC23-016

JANUARY 27, 2023

TAB 4

PROJECT UNDERSTANDING, APPROACH & METHODOLOGY

Technical Approach

UNDERSTANDING OF SCOPE

EGS understands the Scope of Services to be provided under this contract could be varied depending on the needs of the County. These services could include providing subsurface investigations, site preparation recommendations, foundation recommendations, slope stability analysis, pavement and roadway surveys, construction materials investigations, special studies, and projects, laboratory services, excavation and compaction requirements, drilled shaft inspections, asphalt and concrete inspection/evaluation, and quality control programs.

PROJECT APPROACH

EGS will provide the necessary services required to execute each Task Assignment in an efficient and timely manner with the delivery of a quality product to the County. EGS will work closely with the County on projects to keep them informed of project status, lane closures, and other geotechnical activities. We are continually updating our internal Quality Control (QC) and constructability review programs to develop practical, focused, and constructible design services in the changing construction environment.

All field explorations are performed under the close supervision of a Professional Engineer licensed in the State of Florida who is knowledgeable about the work being performed and the usage of the data. Special consideration is given to safety and efficiency. EGS has a rigorous Quality Assurance (QA) and Quality Control (QC) program which includes a thorough in-house peer review of the equipment and procedures. Investigations are conducted in accordance with applicable standards and certifications. EGS's professional geotechnical staff has extensive experience in working with clients to facilitate a cost-effective investigation and engineering design.

PROJECT COORDINATION

Effective coordination will be crucial to the execution of each requested task. EGS understands that the key to effective coordination for any professional task is communication. Thomas Hayden (Tom), P.E., Contract Manager for this contract, will be the point of contact communicating directly with the County's Project Manager and will serve as the primary contact for project requests and the dissemination of project information to the Design Team. Communication to other Agencies will also be directed through Tom, with notification to the County of the status.

After receiving a project request, Tom will schedule a meeting with the County to discuss the Scope of Services. With EGS' extensive project history within North Florida, we have a general knowledge of what the soil conditions are likely to be and are able to develop more efficient cost proposals. Following the meeting, Tom will prepare a detailed work plan and schedule for each task which identifies the scope of the investigation proposed and the schedule for receivables. Tom will ensure that the County's Project Manager is aware of the status of each task at all times by providing status reports on a monthly or as-needed basis.

Tom will be responsible for obtaining appropriate utility clearance (Sunshine One-Call) and recording the utility clearance permit numbers in the project file and field book. He will verify that all environmental clearances have been received prior to the start of an investigation, and will provide a copy of permit approvals to the County. He will assure that all clearances and approvals have been provided to the drilling team prior to the start of the field investigation. Tom will also verify the scope of services being requested and the schedule for the services. Bi-weekly coordination meetings will be held with Staff to discuss schedule, needs, accomplishments, and status.

PROJECT METHOD

While each Task Assignment under this Contract will have individual characteristics, EGS will follow the same systematic approach to each Task Assignment as outlined below:

Project Initiation

- Discuss the Task Assignment with the County to establish the Scope of Services and identify any items that may affect the project schedule;
- Provide the County with a written cost proposal which includes the description of the proposed work effort, proposed laboratory testing, proposed man-hours, and the anticipated schedule;
- Set up project files with focus on the proposed scope, date of submittals, and critical time elements;
- Review pertinent published literature of the project area and previous investigations;
- Mark the soil boring locations in the field and obtain appropriate utility clearance; and,
- If necessary, submit a General Environmental Resource Permit (ERP) for soil borings located within wetlands or other surface waters (F.A.C. Rule 62-330.407).

Field Investigations

- Verify utility clearance, and mobilize equipment to the site;
- Hand auger the first 5 feet of EVERY soil boring installed to minimize the damage of potential “unmarked” utilities;
- Under the guidance of an EGS Staff Engineer, install soil borings to appropriate depths and record the depth of initial groundwater, soil characteristics, subsurface conditions, and SPT “N” values;
- Collect samples in sealed containers with the boring ID, location, and depth on the containers and boring log; and,
- Grout boreholes, clean site of debris, demobilize equipment, and transport samples to EGS’s Laboratory.



EGS CME 550 on Spud Barge



EGS CME 750 All Terrain Drill

QUALITY CONTROL

EGS has developed and placed into practice a Quality Control (QC) Program which focuses on the following 3 goals:

- Accuracy and completeness of all project deliverables;
- Compliance with client and task requirements; and,
- Adherence to the project schedule and budget.

These goals are accomplished by developing a Quality Control (QC) Plan that is project specific. The Plan originates with the development of a scope of work, which includes a schedule of deliverables, to accurately identify the Client's needs. A Project Checklist is originated for each new project and attached to the Project File. Critical Path items are then established and identified on the Project Schedule. Items requiring special procedures, such as utility clearance, are identified. The Project Schedule is reviewed each Monday and updated as necessary with all activities recorded on the Project Checklist. A Project Status Update Report is completed at the beginning of each month and provided to the client defining the work completed to date as well as the proposed schedule of upcoming work.

Reviews of technical documents are scheduled and performed prior to every submittal. For each review, a Review Checklist is completed to assure that all items are checked for quality and completeness. This checklist is signed and kept in the project file. Reviews are conducted on all EGS staff documents.

Quality Control (QC) is also emphasized with respect to the maintenance of equipment. The laboratory and field equipment is maintained and calibrated regularly to assure accuracy and to prevent "downtime". A checklist of all equipment is maintained in the equipment file to assure that maintenance is conducted on the manufacturer's recommended schedule. Duplicate random test samples are run to verify the accuracy and consistency of laboratory testing and testing personnel. EGS also emphasizes the importance of training and the currency of testing licenses as recommended by the CTQP Program.

The measure of a Quality Control Plan is reflected in the Consultant Evaluation Scores received from the Florida Department of Transportation. EGS has consistently received scores ranging from 4.0 to 5.0.



EGS Environmental and Geotechnical Specialists

CONTINUING CONTRACT FOR PROFESSIONAL
GEOTECHNICAL AND MATERIAL TESTING SERVICES

RFQ NO. NC23-016

JANUARY 27, 2023

TAB 5 REFERENCES

References

FDOT DISTRICT 2 MATERIALS OFFICE

Contact: **Dr. Zhihong Hu, Ph.D., District Geotechnical Engineer - Design**

Client Address: 1109 South Marion Avenue, Lake City, FL 32025

Phone: 386-758-3700

Email: Zhihong.Hu@dot.state.fl.us

EGS Project Manager: **Matthew Landschoot, P.E.**

Contract: **Districtwide BDI Geotechnical and Materials Testing Projects (FPID: 210995-1)**

Description of Services: Provide the District with geotechnical design services as requested. Services have included providing geophysical design services, geotechnical design services, post-design geotechnical services, and Asphalt Plant Verification Testing (VT) services.

Performance Period: 2021 through 2026

Contract Value: ~\$1,000,000

Contract: **Districtwide Geotechnical and Materials Testing (TCN: 21253)**

Description of Services: Provide the District with geotechnical design services as requested. Services have included providing geophysical design services, geotechnical design services, post-design geotechnical services, and Asphalt Plant Verification Testing (VT) services.

Performance Period: 2020 through 2025

Contract Value: ~\$5,000,000

Contract: **Districtwide Geotechnical and Materials Testing Projects (FPID: 210995-1)**

Description of Services: Provide the District with geotechnical design services as requested. Services have included providing geophysical & geotechnical design services, post-design geotechnical services, and Asphalt Plant Verification Testing (VT) services.

Performance Period: 2019 through 2024

Contract Value: ~\$5,000,000

Contract: **Districtwide Geotechnical and Materials Testing Projects (FPID: 422938-6)**

Description of Services: Provide the District with geotechnical design services as requested. Services have included providing geophysical & geotechnical design services, post-design geotechnical services, and Asphalt Plant Verification Testing (VT) services.

Performance Period: 2018 through 2023

Contract Value: ~\$5,000,000

FLAGLER COUNTY DEPARTMENT OF PUBLIC WORKS

Contact: **Mrs. Diana Fye, CPPB, FCPA, Senior Procurement Analyst**
Client Address: 1769 East Moody Boulevard, Bunnell, FL 32110
Phone: 386-313-4097 Email: dfye@flaglercounty.org
EGS Project Manager: **Matthew Landschoot, P.E.**

Contract: Continuing Geotechnical Engineering Services Contract
Description of Services: Support the County in geotechnical, coring, and materials testing, evaluating, and reporting activities for projects.
Performance Period: 2015 through 2020
Contract Value: As Needed

LEON COUNTY DEPARTMENT OF PUBLIC WORKS

Contact: **Mr. Charles Wu, P.E., Chief Design Engineer**
Client Address: 2280 Miccosukee Road, Tallahassee, FL 32308
Phone: 850-606-1500 Email: WuC@leoncountyfl.gov
EGS Project Manager: **Myron Hayden, P.E.**

Contract: Continuing Services Geotechnical Design Consultant
Description of Services: Support the County in geotechnical, coring, and materials testing, evaluating, and reporting activities for projects.
Performance Period: 2020 Through 2025
Contract Value: As Needed

FDOT DISTRICT 3 MATERIALS OFFICE

Contact: **Mr. Vince Blake, P.E., District Geotechnical Materials Engineer**
Client Address: 1074 Highway 90 East, Chipley, FL 32428
Phone: 850-638-0250 Email: Vince.Blake@dot.state.fl.us
EGS Project Manager: **Tom Hayden, P.E.**

Contract: Districtwide Geotechnical Continuing Services Contract
Description of Services: Support the Department in geotechnical, coring, and materials testing, evaluating, and reporting activities for projects.
Performance Period: 2020 through 2025
Contract Value: ~\$5,000,000



EGS Environmental and Geotechnical Specialists

CONTINUING CONTRACT FOR PROFESSIONAL
GEOTECHNICAL AND MATERIAL TESTING SERVICES

RFQ NO. NC23-016

JANUARY 27, 2023

TAB 6

CURRENT WORKLOAD

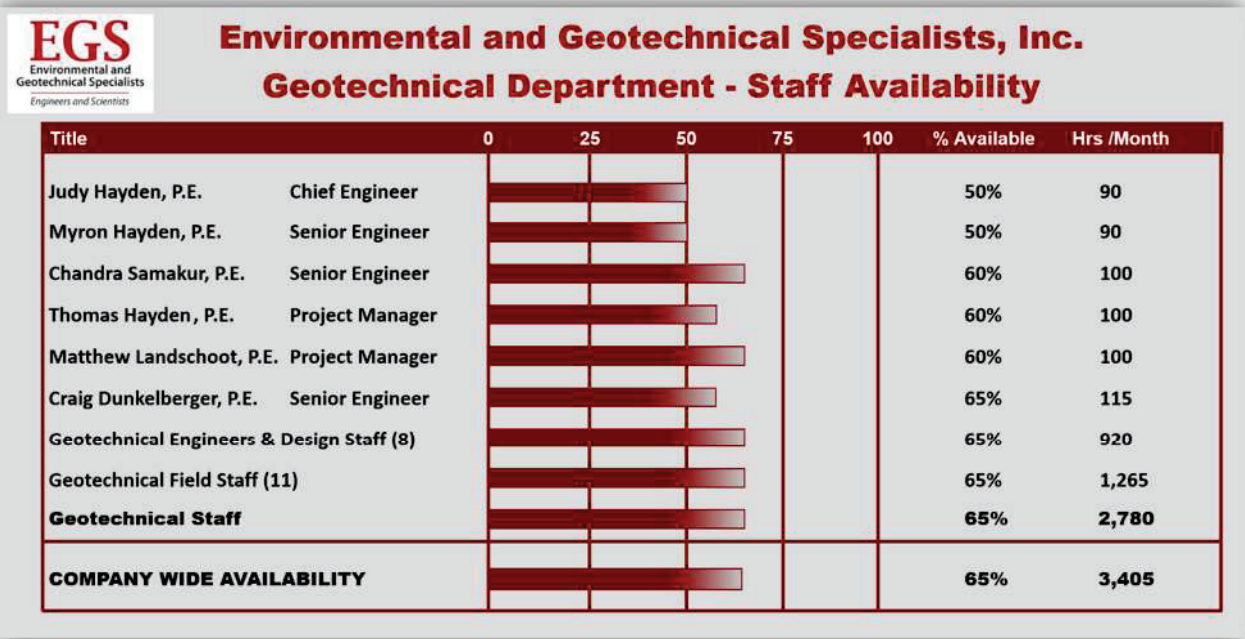
Firm’s Capacity

RECENT WORKLOAD

EGS’s workload has been increasing at a rate of 20% per year since the Company was formed in 1992. This constant growth is a testament to the products and services that the Firm offers. Since EGS’s clients are mainly government agencies, we understand that project scheduling and due dates are crucial to the success of a project. EGS prides itself in being able to deliver precise data in a timely matter; we do not miss deadlines.

CURRENT WORKLOAD

EGS estimates with its current workload commitments, the availability for its professional and technical staff is approximately 65 percent for the upcoming year. As a result, EGS has enough time and capability to be responsive to the County’s needs and requirements for long-term or short-term emergency projects. The EGS team will be dedicated to this Contract during the periods necessary to provide the services required.



PROJECTED WORKLOAD

EGS is planning to grow our field department from five (5) drill crews to seven (7) drill crews with a dedicated MOT crew in 2023, so even more capacity will be available in the coming year. Should this Contract require the need for more personnel, EGS will hire staff as required to ensure that the schedule and the deliverables are completed ahead of the critical path.



EGS Environmental and Geotechnical Specialists

CONTINUING CONTRACT FOR PROFESSIONAL
GEOTECHNICAL AND MATERIAL TESTING SERVICES

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JANUARY 27, 2023

TAB 7 TECHNOLOGY

Innovative Capabilities

EGS GEOPHYSICAL CAPABILITIES

EGS has a highly experienced in-house geophysical testing department in our Jacksonville and Tallahassee Offices which sets our Team apart from the competition. Based on over a decade of experience with geophysical investigations conducted around the State, EGS has found that geophysical testing greatly reduces the uncertainties associated with subsurface conditions by allowing designers to view both 2-dimensional and 3-dimensional scans of the substrata continuously over a given project site. Not only does geophysical testing greatly improve our understanding of subsurface materials, but it also enables field staff to identify, in real-time, any areas of active seepage through earthen dams, areas of buried debris, storage tanks, utilities, “active” karst (sinkhole) features, or varying limestone conditions. It has proven to be a beneficial tool in the placement of traditional soil borings, monitoring wells, and proposed foundation elements.

- **Ground Penetrating Radar (GPR)**

EGS is equipped with the highest quality state-of-the-art geophysical testing equipment including multiple MALA Ground Penetrating Radar (GPR) units, with frequencies ranging from 1.6 GHz antennas for shallow pavement scanning, to 80 MHz antennas for deep scanning of karst conditions.



800 MHz GPR Antenna on Road Trailer



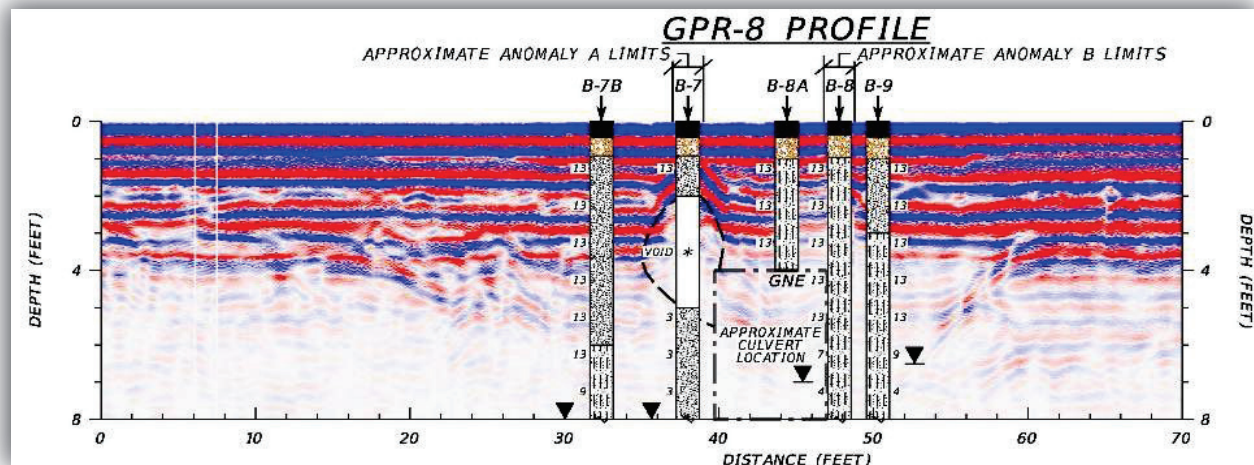
100 MHz GPR Antenna – Deep Scan



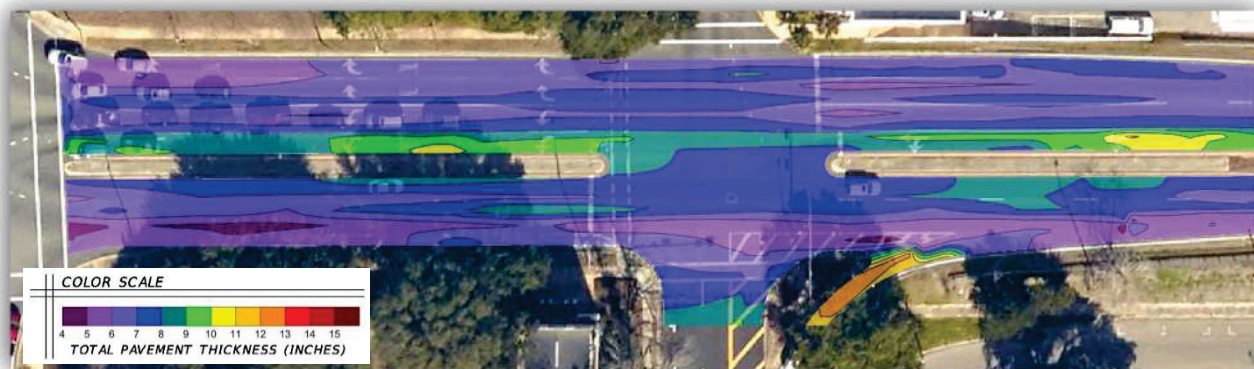
250 MHz GPR Antenna on Push Cart



1.6 GHz GPR Antenna – Shallow Scan



Typical GPR Profile – Pipe Leakage Investigation



Asphalt Pavement Thickness Mapping using GPR

- **Electrical Resistivity Imaging (ERI)**

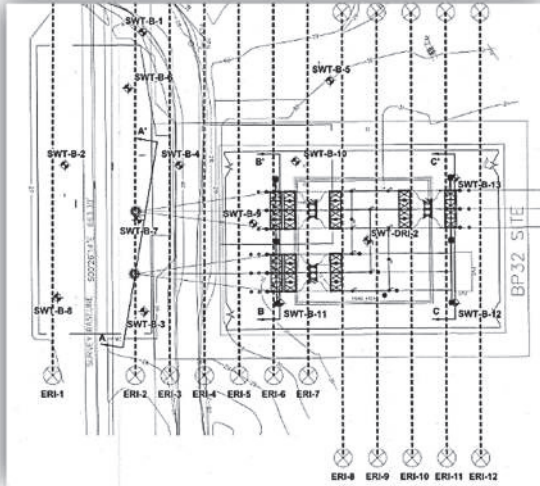
When shallow high-salinity groundwater or clayey soil limit signal penetration of GPR, EGS relies on one of its multiple “Super Sting” Electrical Resistivity Imaging (ERI) units, manufactured by Advanced Geosciences, Inc. (AGI), to image deep below the surface. EGS has the capability of running numerous types of ERI arrays (Dipole-Dipole, Pole-Dipole, Pole-Pole, Wenner, Schlumberger) both above and below surface water conditions. EGS owns one of the longest underwater ERI transect lines in the State, developed specifically for the deep evaluation of underlying soils and rock to depths up to 150 feet below the submerged channel bottom for bridge studies.



ERI Data Collection & Control Units



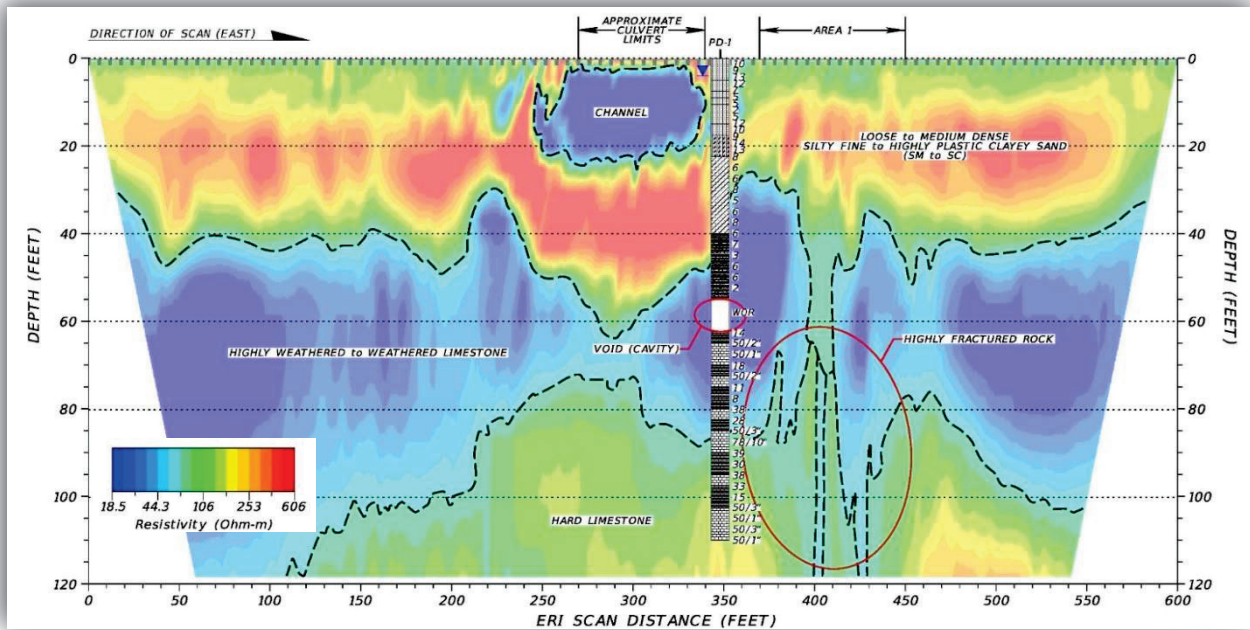
Geophysical Mobile Work Station at ERI Survey



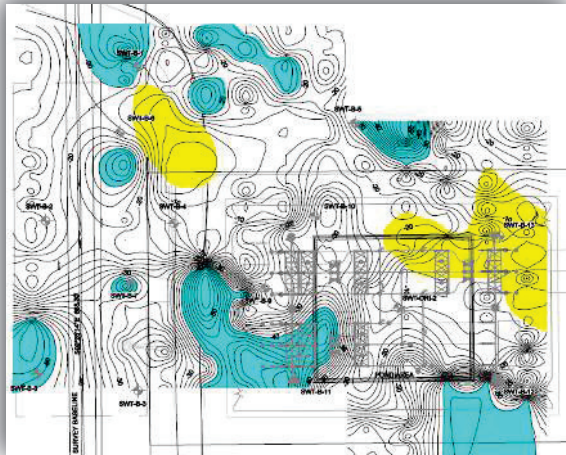
Typical ERI Transect Layout



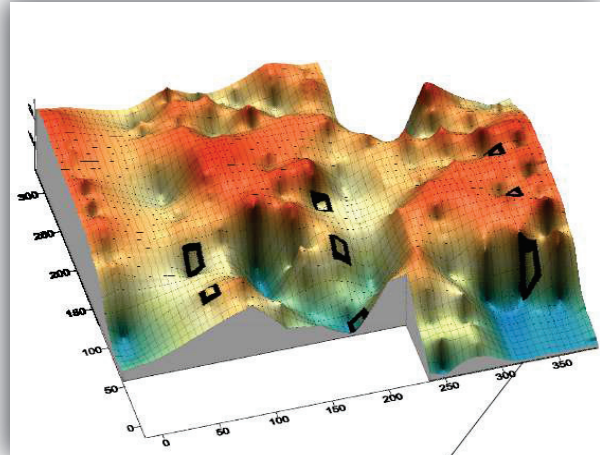
ERI Transect Line Layout



Typical ERI Profile – Karst (Sinkhole) Evaluation



2-Dimensional Rock Surface Contours



3-Dimensional Rock Surface Model

COORDINATES AND SURVEY

EGS records the uncorrected horizontal coordinate data for every soil boring installed using a Trimble Geo 7X handheld Global Positioning System (GPS). The uncorrected coordinate data is transferred to the Office and post-processed using the nearest verifiable base provider. This typically provides horizontal coordinates accurate to within 5 feet of the actual soil boring location. In instances where more accurate horizontal coordinate data is required or when vertical elevation data is required, EGS utilizes a specialty Surveyor to determine the actual survey coordinates and elevation.



EGS Trimble Geo7X GPR Unit



IN SITU AND FIELD TESTING CAPABILITIES

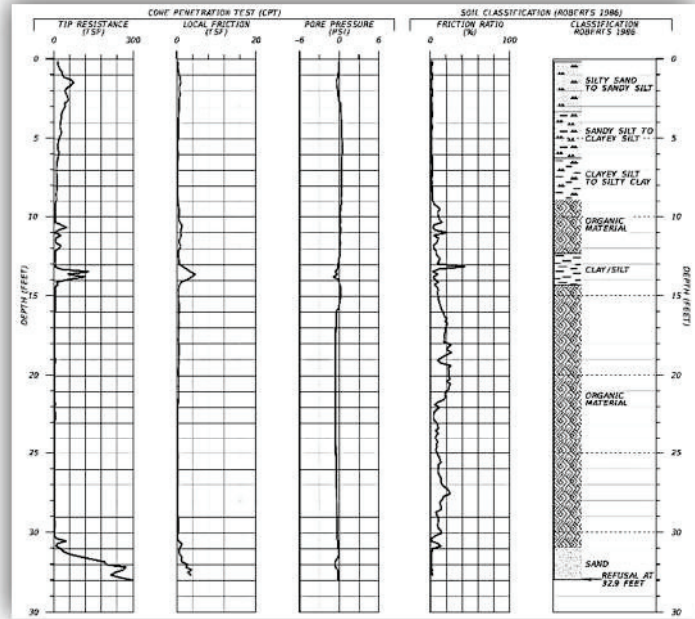
EGS excels at a wide range of field testing methods and instrumentation techniques. EGS provides all of the specified in situ and field test methods required for this Contract. Additionally, EGS owns the necessary equipment in-house to perform the tests. The following key field capabilities should be noted as it pertains to this Contract:

- ****Innovative Concept** - EGS's Specialized CPT and HPT Test Equipment**

EGS owns and operates a state-of-the-art 10-ton Geoprobe track-mounted Cone Penetration Test (CPT) probing unit equipped with Hydraulic Profiling Tool (HPT) and down-hole conductivity testing meter. This equipment is unique in that it provides significantly more subsurface data beyond just the traditional CPT data (tip resistance, sleeve resistance, and pore pressure). The HPT profile generated at each probe location maps fluctuations of hydraulic conductivity continuously with depth and allows for static pressure dissipation tests to be conducted at any depth interval where more accurate permeability data is required. The down-hole conductivity data is collected continuously at every probe as an additional means of verifying the subsurface material types. The combined results plotted on each log enable more accurate delineations of material layers and subsurface properties. Although this CPT rig is very compact and lightweight when anchored it has achieved penetration depths up to 100 feet below grade in moderately dense sandy conditions. EGS's dedicated geophysical Staff based in Jacksonville plots CPT / HPT / and Conductivity logs using the Computer Software CPT-Pro Version 6.03 (most current software as of June 2019).



EGS performing CPT / HPT / Conductivity Log



EGS CPT / HPT / Conductivity Log

- **Difficult Site Access**

If the ground surface is too soft to support an ATV or track-mounted clearing machine, EGS may utilize a low-impact custom-built "Swamp Skid" rig, designed with a narrow (6-foot wide) footprint for maximum tree avoidance. The flat base of the Skid allows for a broader transfer of the drill rig loads over soft soils. The rig has hydraulic winches mounted to the front and rear and is simply winched into position and then winched back out following the completion of the boring. This specialty rig was specifically designed with the intent to reduce drilling impacts in wetland areas, which would be otherwise inaccessible.



EGS Low Impact "Swamp Skid"



EGS "Swamp Skid" in Action

- **Other In Situ and Field Testing Methods Performed “In House” by EGS**

- Subsurface Dilatometer Testing (DMT)
- Subsurface Vane Shear Testing (VST)
- Subsurface Pressuremeter Testing (PMT)
- Foundation Length Inductive Testing Equipment (LITE)
- Field Compaction Verification (Sand Cone or Nuclear)
- Double-Ring Infiltration (DRI) Testing
- “Cased Hole” Piezometer Field Infiltration Testing
- Slope Inclinometer Installation and Monitoring
- Specific Capacity Testing
- Well Pressure Testing
- Well Drawdown Studies
- Aquifer Performance Testing (APT)
- Soil Anchor Pullout Resistance Testing
- Static Load Testing of Embedding Piles
- Field Plate Load Bearing Testing
- Installation and Remote Monitoring of Settlement Cell Pressure Transducers



***Slope Inclinometers
in Roadway***



***Custom Remote Settlement Cell
Monitoring Station at an Active
Sinkhole Location***



Near Surface DRI Testing



EGS Environmental and Geotechnical Specialists

CONTINUING CONTRACT FOR PROFESSIONAL
GEOTECHNICAL AND MATERIAL TESTING SERVICES

RFQ NO. NC23-016

JANUARY 27, 2023

TAB 8

HOURLY RATE SCHEDULE

Hourly Rate Schedule

EGS understands that this solicitation was issued in accordance Florida Statutes Chapter 287.055 "Consultants' Competitive Negotiation Act", and therefore price cannot and will not be a determining factor in the selection of the successful firm. If selected, EGS will provide hourly rates upon request from The County. EGS' rates are frequently audited by FDOT for competitive cost-efficiency.

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EGS Environmental and Geotechnical Specialists

CONTINUING CONTRACT FOR PROFESSIONAL
GEOTECHNICAL AND MATERIAL TESTING SERVICES

RFQ NO. NC23-016

JANUARY 27, 2023

TAB 9

ATTACHMENTS/ADMINISTRATIVE INFORMATION

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

ACKNOWLEDGMENT IS HEREBY MADE OF RECEIPT OF THIS ADDENDUM

Vendor/Company Name Environmental and Geotechnical Specialists, Inc. (EGS)

Vendor Signature:  **Date:** 2/10/2023

End of Addendum #1

ATTACHMENT "A"
ADDENDA ACKNOWLEDGMENT

Acknowledgment is hereby made of receipt of addenda issued during the solicitation period. SOLICITATION NUMBER: NC23-016-RFQ	Addendum # <u>1</u> through # <u>1</u> Date: 2/10/2023
Signature of Person Completing: 	
Printed Name: Thomas H. Hayden, P.E.	Title: Vice President

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

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

TO BE RETURNED WITH BID

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

1. This sworn statement is submitted with Bid, Proposal or Contract for Environmental and Geotechnical Specialists, Inc. (EGS).
2. This sworn statement is submitted by EGS (entity submitting sworn statement), whose business address is 3676 Hartsfield Road, Tallahassee, FL 32303 and its Federal Employee Identification Number (FEIN) is 59-3101819. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)
3. My name is Thomas H. Hayden, P.E. (please print name of individual signing), and my relationship to the entity named above is Vice President.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
 - a) A predecessor or successor of a person convicted of a public entity crime; or
 - b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not to fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

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

_____ 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]

Signature

2/10/2023

Date

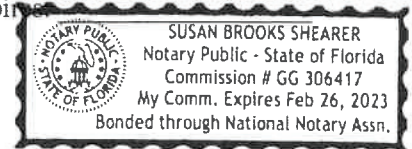
State of: Florida

County of: Leon

Sworn to (or affirmed) and subscribed before me by means of ✓ physical presence or _____ online notarization, this 10th day of February, 2023 by Thomas Hayden who is ✓ personally known to me or _____ produced _____ as identification.

[Signature]
Notary Public

My commission expires _____



ATTACHMENT "C"
DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that _____
Environmental and Geotechnical Specialists, Inc. (EGS) (print or type name of firm)

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

[Remainder of the page intentionally blank.]

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



Authorized Signature

2/10/2023

Date Signed

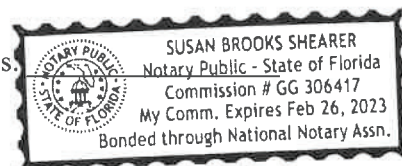
State of: Florida

County of: helen

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 10th day of February, 2023 by Thomas Hayden who is ☐ personally known to me or ☐ produced as identification.


Notary Public

My commission expires.





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

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

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

CONTINUING CONTRACT FOR
PROFESSIONAL GEOTECHNICAL AND MATERIAL TESTING
SERVICES

JOHN A. CRAWFORD
Ex-Officio Clerk

DENISE MAY
County Attorney

TACO E. POPE, AICP
County Manager

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

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

Bid No./Contract No.: NC23-016-RFQ

DEFINITIONS:

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

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

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

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

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

(904) 530-6100

An Affirmative Action / Equal Opportunity Employer

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

CONTRACT TERMINATION:

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

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

[Remainder of the page intentionally blank.]

EXHIBIT "A"

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Environmental and Geotechnical Specialists, Inc. (EGS) (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 Environmental and Geotechnical Specialists, Inc. (EGS) (Contractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.

Thomas H. Hayden

Print Name: Thomas H. Hayden, P.E.

Date: 2-10-2023

STATE OF FLORIDA

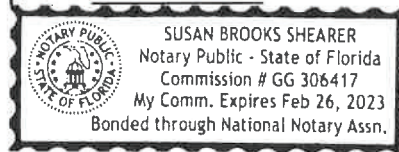
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 2-10-23 (Date) by Thomas Hayden (Name of Officer or Agent, Title of Officer or Agent) of EGS (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.

Susan Shearer
Notary Public

Susan Shearer
Printed Name

My Commission Expires:





ENVIAND-01

TODONNELL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/25/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Legacy Insurance Solutions, LLC
 1414 Piedmont Drive East
 Suite 200
 Tallahassee, FL 32308-7967

CONTACT NAME: Tina O'Donnell

PHONE (A/C, No, Ext): (850) 701-1419

FAX (A/C, No): (850) 894-3129

E-MAIL ADDRESS: todonnell@legacyinsllc.com

INSURED

Environmental and Geotechnical Specialists, Inc.
 3676 Hartsfield Road, Suite 100
 Tallahassee, FL 32303

INSURER(S) AFFORDING COVERAGE**NAIC #**

INSURER A: Southern-Owners Insurance Company

10190

INSURER B: FFVA Mutual Insurance Company

10385

INSURER C: Admiral Insurance Company

24856

INSURER D:

INSURER E:

INSURER F:

COVERAGES**CERTIFICATE NUMBER:****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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY						
	CLAIMS-MADE ☒ OCCUR			78694092	1/27/2023	1/27/2024	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	POLICY ☒ PROJECT ☐ LOC						
	OTHER:						
A	X AUTOMOBILE LIABILITY						
	ANY AUTO OWNED AUTOS ONLY			5269410901	1/27/2023	1/27/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	HIRED AUTOS ONLY	☒	SCHEDULED AUTOS				BODILY INJURY (Per person) \$
			NON-OWNED AUTOS ONLY				BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
A	X UMBRELLA LIAB						
	EXCESS LIAB			5269410902	1/27/2023	1/27/2024	EACH OCCURRENCE \$ 5,000,000
	DED ☒ RETENTION \$ 10,000						AGGREGATE \$ 5,000,000
							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☒ N	N/A	WC840-0021595-2023	1/27/2023	1/27/2024	☒ PER STATUTE ☐ OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution Liab			EO000027538-09	1/27/2023	1/27/2024	Occurrence/Aggregate 2,000,000
C	Professional Liab			EO000027538-09	1/27/2023	1/27/2024	Occurrence/Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

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

ATTACHMENT "G"
EXPERIENCE OF RESPONDENT

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

1. **FIRM NAME:** Environmental and Geotechnical Specialists, Inc. (EGS)
 Address: 3676 Hartsfield Road
 City/State/Zip: Tallahassee, FL 32303
 Phone: 850-386-1253 Email: Tom.Hayden@egs-us.com
 Name of primary contact responsible for work performance: Tom Hayden, P.E.
 Phone: 850-386-1253 Cell Phone: 850-519-6812
 Email: Tom.Hayden@egs-us.com

2. **INSURANCE:** Southern-Owners Insurance Company, FFVA Mutual Insurance Company,
 Surety Company: and Admiral Insurance Company
 Agent Company: Legacy Insurance Solutions, LLC.
 Agent Contact: Tina O'Donnell - todonnell@legacyinsllc.com
 Total Bonding Capacity: \$ 0 Value of Work Presently Bonded: \$ 0

3. **EXPERIENCE:**
 Years in business: 32 years
 Years in business under this name: 32 years
 Years performing this type of work: 32 years
 Value of work now under contract: \$7,000,000.00
 Value of work in place last year: \$8,000,000.00
 Percentage (%) of work usually self-performed: 100%
 Name of subvendors you may use: N/A
 Has your firm: Failed to complete a contract: ___ Yes X No
 Been involved in bankruptcy or reorganization: ___ Yes X No
 Pending judgment claims or suits against firm: ___ Yes X No

4. **PERSONNEL**
 How many employees does your company employ:

Management	<u>8</u> Full time	<u> </u> Part time
Site/Crew Supervisors	<u>3</u> Full time	<u> </u> Part time
Workers/Laborers	<u>15</u> Full time	<u> </u> Part time
Clerical	<u>3</u> Full time	<u> </u> Part time
Other	<u>13</u> Full time	<u>6</u> Part time

5. WORK EXPERIENCE:

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

Reference #1:

Company/Agency Name: FDOT District 2 Materials Office
 Address: 1109 South Marion Avenue, Lake City, FL 32025
 Contract Person: Dr. Zhihong Hu, Ph.D. - District Geotechnical Engineer (Design)
 Phone: 386-758-3700 Email: Zhihong.Hu@dot.state.fl.us
 Project Description: Districtwide BDI Geotechnical and Materials Testing Projects
 Contract \$ Amount: \$1,000,000.00
 Date Completed: 2021 through 2026

Reference #2:

Company/Agency Name: Flagler County Department of Public Works
 Address: 1769 East Moody Blvd., Bunnell, FL 32110
 Contract Person: Mrs. Diana Fye, CPPB, FCPA - Senior Procurement Analyst
 Phone: 386-313-4097 Email: dfye@flaglercounty.org
 Project Description: Continuing Geotechnical Engineering Services Contract
 Contract \$ Amount: Unknown
 Date Completed: 2015 through 2020

Reference #3:

Company/Agency Name: Leon County Department of Public Works
 Address: 2280 Miccosukee Road, Tallahassee, FL 32308
 Contract Person: Mr. Charles Wu, P.E. - Chief Design Engineer
 Phone: 850-606-1500 Email: WuC@leoncountyfl.gov
 Project Description: Continuing Services Geotechnical Design Consultant
 Contract \$ Amount: Unknown
 Date Completed: 2020 Through 2025

REMINDER:

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

Exhibit "E"

GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS

COMMERCIAL GENERAL LIABILITY INSURANCE

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

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

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

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

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

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

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

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

Part Two – Employer's Liability Insurance

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

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

AUTOMOBILE LIABILITY INSURANCE

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

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

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

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

PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT "F"
FEDERAL PROVISIONS

FEDERAL PROVISIONS

All recipients of federally funded grants or use federal assistance to support procurements must comply with the applicable provisions of the Federal procurement standards 2 CFR pt. 200. As result, firms awarded federally funded contracts by Nassau County must comply with the following contract provisions set forth herein, unless a particular award term or condition specifically indicates otherwise. These terms and conditions are hereby incorporated into any resulting contract.

Definition

Firm means any company, corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, governmental body or similar legal entity.

Age Discrimination Act of 1975

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of the *Age Discrimination Act of 1975* (Title 42 U.S. Code, § 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Americans with Disabilities Act of 1990

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. (42 U.S.C. §§ 12101– 12213).

Byrd Anti-Lobbying Amendment

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Suppliers, contractors, subcontractors, consultants, and sub-consultants who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of an agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Civil Rights Act of 1964 – Title VI

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be

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denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Civil Rights Act of 1968

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with Title VIII of the *Civil Rights Act of 1968*, which prohibits discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201).

Clean Air Act and Federal Water Pollution Control Act (Clean Water Act)

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—when contract amounts exceed \$150,000 and agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387).

Contract Work Hours and Safety Standards Act

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the *Contract Work Hours and Safety Standards Act* (40 U.S.C. 3701–3708) and where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

Copeland “Anti-Kickback” Act

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Sub-contractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

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Davis-Bacon Act

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with *Davis-Bacon Act*, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 must comply with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”).

Debarment and Suspension

All suppliers, contractors, subcontractors, consultants, and sub-consultants are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Drug-Free Workplace Regulations

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), which requires agreement to maintain a drug-free workplace.

Education Amendments of 1972 (*Equal Opportunity in Education Act*) – Title IX

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance.

Energy Policy and Conservation Act

All Suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Fly America Act of 1974

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

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Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a, all suppliers, contractors, subcontractors, consultants, and sub-consultants must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225.

Limited English Proficiency (*Civil Rights Act of 1964*, Title VI)

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the *Title VI of the Civil Rights Act of 1964* (Title VI) prohibition against discrimination on the basis of national origin, which requires taking reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services.

Patents and Intellectual Property Rights

Unless otherwise provided by law, suppliers, contractors, subcontractors, consultants, and sub-consultants are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All suppliers, contractors, and subcontractors, consultants, sub-consultants are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

Procurement of Recovered Materials

All suppliers, contractors, and subcontractors, consultants, sub-consultants must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Terrorist Financing

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism.

Trafficking Victims Protection Act of 2000

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act of 2000*, (TVPA) as amended (22 U.S.C. § 7104). The award term is located at 2 CFR

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§ 175.15, the full text of which is incorporated here by reference in the standard terms and conditions for federally-funded procurements.

Rehabilitation Act of 1973

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Universal Identifier and System of Award Management (SAM)

All suppliers, contractors, subcontractors, consultants, and sub-consultants are required to comply with the requirements set forth in the government-wide Award Term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference in the standard terms and conditions for federally funded procurements.

USA Patriot Act of 2001

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

Whistleblower Protection Act

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Termination Provisions

Nassau County may terminate any resulting contract should the Contractor fail to abide by its requirements.

Legal Remedies Provisions

In instances where the Contractor violates or breaches contract terms the County shall use such sanctions and penalties as may be appropriate.

Conflict of Interest Provisions

Interest of Members, Officers, or Employees of the Recipient Members of Local Governing Body or Other Public Officials. No member officer or employee of the recipient or its agent no member of the governing body of the locality in which the program is situated and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter shall have any financial interest direct or indirect in

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any contract or subcontract or the proceeds under this agreement. Immediate family members of said member's officers, employees and officials similarly barred from having any financial interest in the program. The recipient shall incorporate or cause to be incorporated in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purpose of this section.

Access to Records and Record Retainage

In general all official project records and documents must be maintained during the operation of this project and for a period of five years following close out.

Nassau County, the comptroller General of the United States, or any of their duly authorized representatives shall have access to any books documents papers and records of the of the Administering Agency which are pertinent to the execution of the Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

Domestic Procurement Preference.

As appropriate and to the extent consistent with law, Nassau County Contractor should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to iron, aluminum, steel, cement, and other manufactured products)." For purposes of this clause, (i) "produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States, and (ii) "manufactured products" means items and construction materials composed in whole or in part of nonferrous materials such as aluminum; plastics and polymer based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Telecommunications Huawei / ZTE Ban

2 C.F.R. 200.216 prohibits non-federal entities receiving federal grant funds from entering into a contract (or extend or renew a contract) to procure or obtain equipment, services, or system that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from the Chinese manufacturers Huawei and ZTE.