

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 **Halff Associates, Inc.** located at 9995 Gate Parkway North, Suite 200 Jacksonville, FL 32246, hereinafter referred to as the “Consultant”.

WHEREAS, the County desires to obtain professional services for Professional Architectural and Engineering Services on an “as needed” continuing basis, and said services are more fully described in the *Scope of Services*, attached hereto and incorporated herein as Exhibit “A”; and

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

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

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

SECTION 1. Recitals.

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

SECTION 2. Exhibits.

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

- Exhibit A** SCOPE OF SERVICES;
- Exhibit B** NEGOTIATED FEE SCHEDULE;
- Exhibit C** COUNTY'S REQUEST FOR QUALIFICATIONS NC23-009-RFQ ("RFQ"), AS MODIFIED BY ADDENDA;
- Exhibit D** VENDOR'S RESPONSE DATED JANUARY 25, 2023, BUT ONLY TO THE EXTENT RESPONSIVE TO THE RFQ;
- Exhibit E** INSURANCE REQUIREMENTS; AND
- Exhibit F** 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 Exhibit "A".

SECTION 4. Scope of Services.

4.1 The Consultant shall provide professional services in accordance with Exhibit "A". 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 Exhibit "A" shall be considered additional services. Any request for additional services and additional fees shall be mutually agreed upon by the parties in writing. This contract alone does not authorize the performance of any work or require 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.

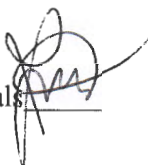
5.2 The County hereby designates the Nassau County, County Engineer, or designee, to act on the County's behalf under this Contract. The Nassau County, County Engineer, or designee, under the supervision of the County Manager, shall have complete authority to transmit instructions, receive information, 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 "B". No payment shall be made without a proper County Notice to Proceed.

7.2 The Consultant shall prepare and submit to the Nassau County, County Engineer, for approval, an invoice for the services rendered, with a copy provided to the Capital Projects Management Administrative Coordinator and the Capital Projects Management Director. 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 reasonable discretion, upon request by the County, the Consultant shall, at no additional cost to the County, re-perform services which do not meet the foregoing standard of care in this Contract.

SECTION 9. Equal Opportunity Employment.

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

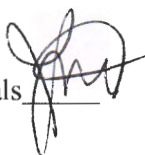
SECTION 10. Access to Premises.

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

SECTION 11. Funding.

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

SECTION 12. Expenses.

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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.

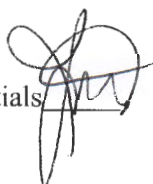
13.1 The Consultant recognizes that the County, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Contract. As such, the Consultant shall refrain from including taxes in any billing. The Consultant is placed on notice that this exemption 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 applicable governmental authorities, required under this Contract, and to meet applicable federal, state, county and municipal laws, ordinances, and rules.

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

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

14.1 This Contract shall be deemed to have been executed and entered into within the State of Florida and any dispute arising hereunder, shall be governed, interpreted and construed

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according to the laws of the State of Florida, the Ordinances of Nassau County, and any applicable federal statutes, rules and regulations. Any and all litigation arising under this Contract shall be brought in Nassau County, Florida, and any trial shall be non-jury. Any mediation, pursuant to litigation, shall occur in Nassau County, Florida.

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

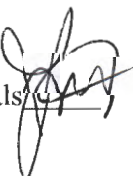
SECTION 15. Modifications.

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

SECTION 16. Assignment and Subcontracting.

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

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

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incurred under the subcontract. The Consultant, at its expense, shall defend the County against such claims.

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

SECTION 17. Severability.

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

SECTION 18. Termination for Default.

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

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

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

SECTION 19. Termination for Convenience.

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

SECTION 20. Nondisclosure of Proprietary Information.

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

SECTION 21. Contingent Fees.

21.1 The Consultant represents 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.

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SECTION 22. Ownership of Documents.

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

SECTION 23. Force Majeure.

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

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

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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 reasonable 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 reasonable discretion, that the delay will significantly impair the value of the Contract to the County, in which case, the County may do any or all of the following: (1) accept allocated performance or deliveries from the Consultant, provided that the Consultant grants preferential treatment to the County with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by the Consultant for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Contract quantity; or (3) terminate the Contract in whole or in part.

SECTION 24. Access And Audits of Records.

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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 reasonable attorney's fees, arising out of or associated with or caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant or any persons employed or utilized by the Consultant, in the performance of this Contract. It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.08, Florida Statutes, as amended.

SECTION 27. Insurance.

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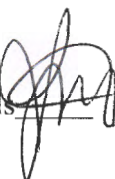
27.1 The Consultant shall provide and maintain at all times during the term of this Contract, without cost or expense to the County, such commercial (occurrence form) or comprehensive general liability, workers compensation, professional liability, and other insurance policies as detailed in Exhibit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

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

SECTION 28. Dispute Resolution Process.

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

28.2 In the event the County elects to use the dispute resolution process under this

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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.

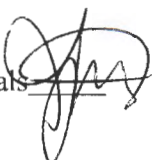
28.3 The County shall then set a date and time for the parties to meet with the County Manager or designee. This meeting shall be set no more than twenty (20) days from the date that the written communication was sent to the Consultant. The Consultant may submit a written response to the County's written 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 American Arbitration Association in accordance with its Construction Industry Mediation procedures. Mediators shall be chosen by the County and the Parties shall share the mediator's fees equally. 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 with, or subcontract with an unauthorized alien. The Consultant shall maintain a copy of such

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affidavit for the duration of this Contract. 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.

29.3 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.

29.4 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 providing services to the County, and pursuant to Section 119.0701, Florida Statutes, the Consultant shall: Keep and maintain public records required by the County to perform the service.

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

30.2 A request to inspect or copy public records relating to the County's contract for materials shall be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Consultant of the request, and the Consultant

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shall provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

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

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

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


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

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

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

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

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

SECTION 32. Public Entity Crimes.


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

SECTION 33. Anti-Discrimination.

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

SECTION 34. Advertising.

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

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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: Halff Associates, Inc.
Attn: Michael Coffey
9995 Gate Parkway North
Suite 200
Jacksonville, Florida 32246

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.

36.2 SECTION 37. Authority to Bind.

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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 represents 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.

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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 known change in an applicable 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.

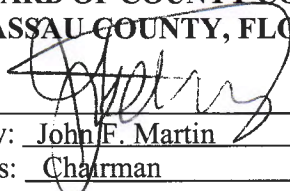
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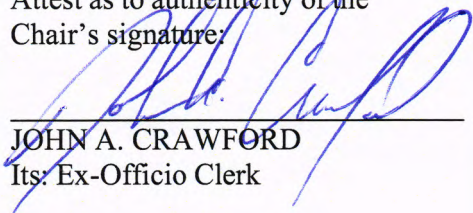
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IN WITNESS WHEREOF, the parties have executed this Contract which shall be deemed an original on the day and year last written below.

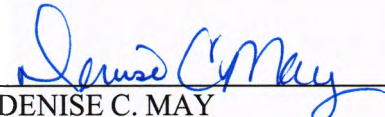
**BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA**


By: John F. Martin
Its: Chairman
Date: January 22, 2024

Attest as to authenticity of the
Chair's signature:


JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form and legality by the
Nassau County Attorney


DENISE C. MAY

Halff Associates, Inc.

Michael Coffey
By: Michael Coffey
Its: Contract Manager
Date: 12/13/2023

Initials 

EXHIBIT "A"

SCOPE OF SERVICES

2.1 OVERVIEW

The County intends to engage one or more qualified professional companies/firms to provide Professional Architectural and Engineering Services in Nassau County, Florida, on a continuing basis. Task assignments will be determined annually along with the associated budget. Professional services under this agreement/contract will be restricted to those required for any individual project for which construction costs will not exceed \$4 million and for any study activity for which fees will not exceed \$500,000.00. Work will be authorized on a project-by-project basis and may include but not be limited to any or all of the services listed in Section 2.1.1.

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

Architecture, roadway design, bridge and structural design, pavement design, drainage / stormwater design, maintenance of traffic, signing and pavement markings, lighting design, signal design, guardrail design, multiuse/purpose trail and recreational facilities design, PD& E and PE Studies, general engineering consulting, environmental services, traffic safety studies and design, transportation planning studies and modeling, right-of-way and traffic engineering, construction engineering, construction supervision and administration, preparation of plans and specifications, construction management, advising on the acquisition, improvement or operation of County lands, buildings, facilities, utilities, and roads. Firm must have public engagement and involvement experience, the ability to assist in the preparation of bid packages and perform post design services.

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.

2.2 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 Three (3) Year Term.

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.

2.3 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 authorizations for specific projects and assignments to the Consultant(s).

The County may elect to have the Consultant(s) provide design criteria documents if the County decides to implement a project by the design/build approach. It will be required that Consultant's plans shall be developed on the current, supported release of AutoCAD, and a reproducible hard copy and CD/USB of plans shall be submitted in a version acceptable by the County.

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.

HALFF

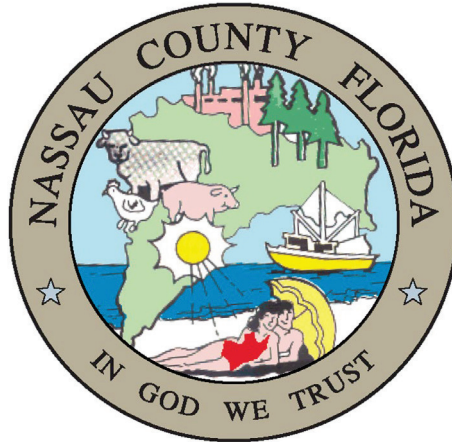
2023-26 HOURLY RATE SCHEDULE

Labor Category	Level	2023	2024	2025	2026	2027
Architect	I	95.00	97.85	100.79	103.81	106.92
	II	111.00	114.33	117.76	121.29	124.93
	III	156.00	160.68	165.50	170.47	175.58
	IV	203.50	209.61	215.89	222.37	229.04
	V	325.00	334.75	344.79	355.14	365.79
Engineer	I	115.00	118.45	122.00	125.66	129.43
	II	156.00	160.68	165.50	170.47	175.58
	III	189.00	194.67	200.51	206.53	212.72
	IV	216.00	222.48	229.15	236.03	243.11
	V	325.00	334.75	344.79	355.14	365.79
Scientist	I	75.00	77.25	79.57	81.95	84.41
	II	114.00	117.42	120.94	124.57	128.31
	III	160.00	164.80	169.74	174.84	180.08
	IV	200.00	206.00	212.18	218.55	225.10
	V	325.00	334.75	344.79	355.14	365.79
Landscape/ Planner	I	86.00	88.58	91.24	93.97	96.79
	II	110.00	113.30	116.70	120.20	123.81
	III	141.00	145.23	149.59	154.07	158.70
	IV	224.00	230.72	237.64	244.77	252.11
	V	325.00	334.75	344.79	355.14	365.79
Surveyor	I	95.00	97.85	100.79	103.81	106.92
	II	110.00	113.30	116.70	120.20	123.81
	III	141.00	145.23	149.59	154.07	158.70
	IV	164.00	168.92	173.99	179.21	184.58
	V	325.00	334.75	344.79	355.14	365.79
Field Tech	I	58.00	59.74	61.53	63.38	65.28
	II	75.00	77.25	79.57	81.95	84.41
	III	96.00	98.88	101.85	104.90	108.05
	IV	124.00	127.72	131.55	135.50	139.56
	V	202.00	208.06	214.30	220.73	227.35
Office Tech	I	60.00	61.80	63.65	65.56	67.53
	II	75.00	77.25	79.57	81.95	84.41
	III	96.00	98.88	101.85	104.90	108.05
	IV	124.00	127.72	131.55	135.50	139.56
	V	160.00	164.80	169.74	174.84	180.08
Administrative	I	34.00	35.02	36.07	37.15	38.27
	II	75.00	77.25	79.57	81.95	84.41
	III	97.00	99.91	102.91	105.99	109.17
	IV	118.00	121.54	125.19	128.94	132.81
	V	159.50	164.29	169.21	174.29	179.52
Specialist	I	69.00	71.07	73.20	75.40	77.66
	II	106.00	109.18	112.46	115.83	119.30
	III	132.00	135.96	140.04	144.24	148.57
	IV	190.00	195.70	201.57	207.62	213.85
	V	260.00	267.80	275.83	284.11	292.63
Intern		75.00	77.25	79.57	81.95	84.41

Subsequent annual rates include 3% annual escalation.

EXHIBIT "C"
COUNTY'S REQUEST FOR QUALIFICATIONS NC23-009-RFQ

**NASSAU COUNTY
FLORIDA**



NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

REQUEST FOR QUALIFICATIONS (RFQ)

**CONTINUING CONTRACT FOR
PROFESSIONAL ARCHITECTURAL AND
ENGINEERING SERVICES**

RFQ NO. NC23-009-RFQ

PROPOSALS ARE DUE NOT LATER THAN

January 25, 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	STANDARD CONTRACT TERMS FOR PROFESSIONAL SERVICES

ATTACHMENTS

ATTACHMENT "A"	ADDENDA ACKNOWLEDGMENT
ATTACHMENT "B"	STATEMENT OF NO RESPONSE
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 Architectural and Engineering Services in Nassau County, Florida.

SECTION 2: SCOPE OF SERVICES

2.1 OVERVIEW

The County intends to engage one or more qualified professional companies/firms to provide Professional Architectural and Engineering Services in Nassau County, Florida, on a continuing basis. Task assignments will be determined annually along with the associated budget. Professional services under this agreement/contract will be restricted to those required for any individual project for which construction costs will not exceed \$4 million and for any study activity for which fees will not exceed \$500,000.00. Work will be authorized on a project-by-project basis and may include but not be limited to any or all of the services listed in Section 2.1.1.

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

Architecture, roadway design, bridge and structural design, pavement design, drainage / stormwater design, maintenance of traffic, signing and pavement markings, lighting design, signal design, guardrail design, multiuse/purpose trail and recreational facilities design, PD& E and PE Studies, general engineering consulting, environmental services, traffic safety studies and design, transportation planning studies and modeling, right-of-way and traffic engineering, construction engineering, construction supervision and administration, preparation of plans and specifications, construction management, advising on the acquisition, improvement or operation of County lands, buildings, facilities, utilities, and roads. Firm must have public engagement and involvement experience, the ability to assist in the preparation of bid packages and perform post design services.

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.

2.2 Term of Agreement/Contract

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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.

2.3 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 authorizations for specific projects and assignments to the Consultant(s).

The County may elect to have the Consultant(s) provide design criteria documents if the County decides to implement a project by the design/build approach. It will be required that Consultant's plans shall be developed on the current, supported release of AutoCAD, and a reproducible hard copy and CD/USB of plans shall be submitted in a version acceptable by the County.

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.

SECTION 3: FIRMS QUALIFICATIONS AND EXPERIENCE

The County is seeking 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 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	December 9, 2022	
Deadline for Questions	December 27, 2022	by 4:00 p.m.
County Responses to Questions Posted to Planet Bids	January 9, 2023	
RFQ Responses Due Date/Time and RFQ Opening Date/Time	January 25, 2023	by 10:00 a.m.
Evaluation Committee (Evaluate/Rank Firms)	TBD	TBD
Interviews of Shortlisted Firms If any	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".

4.6 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.

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

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

TAB 1 – Cover Letter

Provide a cover letter no longer than two (2) pages in length, signed by an authorized representative of your firm that can legally bind the company and provide, his/her title, address, phone number, and email address. Provide a positive commitment to perform the required work. 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 Schedule

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.

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.

- 4.8** 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.
- 4.9** **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.
- 4.10** 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 Director 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

The contract that the County intends to use for award is attached as Attachment "K" 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.	Addendum # _____ through # _____ Date:
Signature of Person Completing:	
Printed Name:	Title:

>>> Failure to submit this form may disqualify your bid. <<<

**ATTACHMENT “B”
STATEMENT OF “NO RESPONSE”**

If you do not intend to respond to this solicitation, please help us improve future solicitations by completing and returning this form prior to the date shown for receipt of responses to the Nassau County Board of County Commissioners, c/o Ex-Officio Clerk, Robert M. Foster Justice Center, 76347 Veterans Way, Suite 456, Yulee, FL 32097 or by uploading to [PlanetBids](#).

We have declined to respond for the following reason(s):

_____ Specifications are too restrictive (please explain below)

_____ Insufficient time to respond to the solicitation

_____ We do not offer this product/service or equivalent

_____ Our schedule would not permit us to perform

_____ Unable to meet specifications

_____ Unable to meet bond requirements

_____ Specifications unclear (please explain below)

_____ Other (please specify below)

Remarks: _____

We understand that if the “No Response” letter is not executed and returned; our name may be deleted from the list of qualified vendors for Nassau County Board of County Commissioners for future projects.

Typed Name and Title

Company Name

Address

Signature

Date

Telephone Number

Fax Number

Email Address

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: _____

**ATTACHMENT “D”
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: _____



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

NC23-009-RFQ
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.

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: _____

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: _____

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.

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.

NASSAU COUNTY REQUEST FOR PROPOSALS
NC21-045-RFP – AMERICAN RESCUE PLAN PROGRAM ADMINISTRATION

**ATTACHMENT “G”
FEDERAL PROVISIONS APPLICABLE TO CONSULTANT**

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

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

provision requiring such compliance in its lower tier covered transactions and subcontracts, which shall read as follows:

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

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

11. **Right to Inventions Under Federal Grants:** If applicable, CONSULTANT shall comply with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

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

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

the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

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

(HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Contractors.

13. **Subcontracts:** The Contractor shall include the requirements of this clause, including this paragraph, appropriately modified for identification of the parties in each subcontract that:

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

FEDERAL NON-DISCRIMINATION PROVISIONS

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

- 1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.)
- 2. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.)
- 3. Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12101 et seq.)
- 4. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794)
- 5. Revised ADA Standards for Accessible Design for Construction Awards
 - a. Title II of the Americans with Disabilities Act (ADA) (28 C.F.R. part 35; 75 FR 56164, as amended by 76 FR 13285)
 - b. Title III of the ADA (28 C.F.R. part 36; 75 FR 56164, as amended by 76 FR 13286)
- 6. Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.)
- 7. Parts II and III of EO 11246, "Equal Employment Opportunity," (30 FR 12319, 1965), as amended by EO 11375 (32 FR 14303, 1967)
- 8. EO 12086 "Consolidation of contract compliance functions for equal employment opportunity" (43 FR 46501, 1978), requiring federally assisted construction contracts to include the non-discrimination provisions of §§ 202 and 203 of EO 11246 "Equal Employment Opportunity" (41 C.F.R. § 60-1.4(b), 1991)

9. EO 13166 (August 11, 2000), “Improving Access to Services for Persons With Limited English Proficiency”
10. Pilot Program for Enhancement of Employee Whistleblower Protections. The National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. No. 112-239, enacted January 2, 2013 and codified at 41 U.S.C. § 4712)

ENVIRONMENTAL COMPLIANCE

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

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

16. The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.)
17. Executive Order 12898 (“Environmental Justice in Minority Populations and Low-Income Populations”)
18. Rivers and Harbors Act (33 U.S.C. § 407)
19. Marine Protection, Research and Sanctuaries Act (Pub. L. 92-532, as amended), National Marine Sanctuaries Act (16 U.S.C. § 1431 et seq.), and Executive Order 13089 (“Coral Reef Protection”)
20. Farmland Protection Policy Act (7 U.S.C. 4201 et seq.)
21. Fish and Wildlife Coordination Act (16 U.S.C. 661 et seq.)
22. Pursuant to 2 CFR §200.322, CONSULTANT must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

[Remainder of the page intentionally blank.]

ATTACHMENT "H" EXPERIENCE OF BIDDER

The following questionnaire shall be answered by the bidder for use in evaluating the bid to determine the lowest, responsive, and responsible bidder, 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 BID. FAILURE TO SUBMIT ALONG WITH BID
MAY BE CAUSE FOR DISQUALIFICATION.**

ATTACHMENT "I"

CONTRACT FOR PROFESSIONAL SERVICES FOR NASSAU COUNTY, FLORIDA

THIS CONTRACT made and entered into on _____, by and between the **Board of County Commissioners of Nassau County**, a political subdivision of the State of Florida, hereinafter referred to as "County", and _____, located at _____, hereinafter referred to as "Consultant":

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

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

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

ARTICLE 1 - EMPLOYMENT OF CONSULTANT

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

ARTICLE 2 - SCOPE OF SERVICES

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

2.2 Services requested by County or County's representative that are in addition to Exhibit "A" will be considered additional services and reviewed, at that time for additional fees. Any additional services shall be mutually agreed upon and provided in writing.

ARTICLE 3 - COUNTY'S RESPONSIBILITY

Except as provided in Exhibit "A", County shall provide Consultant with all required data, information, and services regarding the requirements and objectives for the services under this Contract. Consultant shall rely upon the accuracy and completeness of any information, reports, data supplied by County or others authorized by County.

County's responsibilities are to furnish required information, services, render approvals and decisions as necessary for the orderly progress of Consultant's services. County hereby designates the _____, or his designee, to act on County's behalf with respect to the Exhibit "A". The _____, or his designee, under the supervision of the County Manager, shall have complete authority to transmit instructions, receive information, interpret and define County's policies and decisions with respect to materials, elements and systems pertinent to Consultant's services.

ARTICLE 4 - TERM OF CONTRACT

The term of this Contract shall begin upon full execution of this Contract by all parties and terminate _____ thereafter. The term of this Contract may be extended upon mutual written agreement between both parties. Any extension of the term under this Contract shall be in **one (1) year increments**, unless otherwise agreed to by the parties, and shall be in County's best interest and sole discretion. Any agreement, amendment or modification to the term of the Contract shall be subject to fund availability and mutual written agreement between County and Consultant.

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 only 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.

ARTICLE 5 - COMPENSATION

5.1 Consultant shall be compensated _____, in accordance with Exhibit "A".

5.2 Consultant shall prepare and submit to the _____, for approval, an invoice for the services rendered, with a copy provided to invoices@nassaucountyfl.com. Invoices for services shall be paid in accordance with the Florida Prompt Payment Act. 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. County reserves the right to withhold payment to Consultant for failure to

perform the work in accordance with the provisions of this Contract, and County shall promptly notify Consultant in writing if any invoice or report is found to be unacceptable and will specify the reasons therefor. Consultant will have thirty (30) days to cure any failure upon written notice.

5.3 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.

5.4 Final Invoice: In order for both parties herein to close their books and records, Consultant will clearly state "Final Invoice" on Consultant's final/last billing to County. This indicates that all services have been performed and all charges and costs have been invoiced to County and that there is no further work to be performed on the specific project.

ARTICLE 6 – EXPENSES

Consultant shall be responsible for all expenses incurred while performing the services, unless otherwise detailed in Exhibit "A". 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 Consultant's agents, if any, hired by Consultant to complete the work under this Contract.

ARTICLE 7 - STANDARD OF CARE

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. At County's sole discretion, Consultant shall, at no additional cost to County, re-perform services which fail to satisfy the foregoing standard of care.

ARTICLE 8 - DOCUMENTS

The documents which comprise this Contract between County and Consultant are attached hereto and made a part hereof and consist of the following:

- 8.1** This Contract; and
- 8.2** The _____
attached hereto as Exhibit "A"; and
- 8.3** *Certificate of Liability Insurance* attached hereto as Exhibit "B"; and
- 8.4** Any work authorizations, written amendments, modifications or addenda to this Contract.

ARTICLE 9 - EQUAL OPPORTUNITY EMPLOYMENT

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

ARTICLE 10 – TRUTH-IN-NEGOTIATION/PUBLIC ENTITY CRIMES AFFIDAVIT

Consultant certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual costs. Consultant

represents that it has furnished a Public Entity Crimes Affidavit pursuant to Section 287.133, Florida Statutes.

ARTICLE 11 - INDEMNIFICATION

Consultant shall indemnify and hold harmless County and its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Consultant and other persons employed or utilized by the Consultant, in the performance of the Contract.

ARTICLE 12 - INDEPENDENT CONSULTANT

12.1 Consultant undertakes performance of the services as an independent consultant under this Contract and shall be wholly responsible for the methods of performance. County shall have no right to supervise the methods used, but County shall have the right to observe such performance. Consultant shall work closely with County in performing services under this Contract.

12.2 This Contract shall not render Consultant or any of Consultant's agents an employee, partner, agent of, or joint venturer with County for any purpose. Consultant is and will remain an independent consultant in its relationship to County and Consultant's agents are not and will not become Company's employees. County shall not be responsible for withholding taxes with respect to Consultant's compensation hereunder. County shall report all payments made to Consultant on a calendar year basis using IRS Form 1099, if required by law. Consultant agrees to report all such payments to the appropriate federal, state and local taxing authorities. County shall not and shall have no obligation to: (a)(i) withhold FICA (Social Security and Medicare

taxes) from Consultant's payments or make FICA payments on Consultant's or Consultant's agent's behalf, (ii) make state or federal unemployment compensation contributions or payments on Consultant's or Consultant's agent's behalf, or (iii) withhold state or federal income tax from Consultant's payments; or (b) obtain workers' compensation insurance or any other insurance coverage of any kind on behalf of Consultant or Consultant's agents. If Consultant hires employees to perform any work under this Contract, Consultant shall cover them with worker's compensation insurance and provide County with a certificate of workers' compensation insurance before the employees begin the work. Neither Consultant nor Consultant's agents are eligible to participate in any employee health, vacation pay, sick pay, or other fringe benefit plan of County. If any government agency or court determines that Consultant should be reclassified as an employee, Consultant hereby waives any right to County benefits and acknowledges and understands that such reclassification shall not entitle Consultant to any benefits offered to County's employees. Consultant and County agree that: (a) Consultant has the right to perform services for others during the term of this Contract; (b) Consultant 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) Consultant has the right to perform the services required by this Contract at any location or time; (d) Consultant has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Contract.

ARTICLE 13 – EXTENT OF CONTRACT

13.1 This Contract represents the entire and integrated agreement between County and Consultant and supersedes all prior negotiations, representations, or agreement, either written or oral.

13.2 This Contract may only be amended, supplemented, modified, changed or canceled by a duly executed written instrument.

ARTICLE 14 - COMPLIANCE WITH LAWS

In performance of the services, Consultant will comply with applicable regulatory requirements including federal, state, and local laws, rules regulations, orders, codes, criteria and standards.

ARTICLE 15 - INSURANCE

Consultant shall maintain such commercial or comprehensive general liability, workers compensation, professional liability, and other insurance as is detailed in Exhibit "B" and as is appropriate for the services being performed hereunder by Consultant, its employees or agents.

ARTICLE 16 – ACCESS TO PREMISES

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

ARTICLE 17 - TERMINATION OF CONTRACT

17.1 Termination for Convenience: This Contract may be terminated by County for convenience, upon thirty (30) days of written notice to Consultant. In such event, Consultant shall be paid its compensation for services performed prior to the termination date. In the event that Consultant abandons this Contract or causes it to be terminated, Consultant is liable to County for all loss pertaining to this termination.

Consultant shall promptly contact County to make arrangements to render to County all property belonging to County, including but not limited to, equipment, books, records, etc.

17.2 Default by Consultant: In addition to all other remedies available to County, County may terminate this Contract for cause should Consultant neglect, fail to perform, or observe any of the terms, provisions, conditions, or requirements herein contained. Prior to termination, County shall provide written notice of the specific conditions warranting default, and County shall allow thirty (30) days for Consultant to cure. Upon receipt of the written notice of termination, Consultant shall immediately render to County all property belonging to County, including but not limited to, equipment, books, records, etc.

ARTICLE 18 - NONDISCLOSURE OF PROPRIETARY INFORMATION

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

ARTICLE 19 – UNCONTROLLABLE FORCES

19.1 Neither County nor Consultant shall be considered to be in default of this Contract if delays in or failure of performance shall be due to uncontrollable forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term “uncontrollable forces” shall mean any event which results in the

prevention or delay of performance by a party of its obligations under this Contract and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage and governmental actions.

19.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Contract.

19.3 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 Consultant believes is excusable under this paragraph, Consultant shall notify 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 Consultant could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Consultant first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE CONSULTANT'S

SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. County, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Consultant of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against County. Consultant shall not be entitled to an increase in the Contract price or payment of any kind from 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 described in this paragraph, after the causes have ceased to exist, Consultant shall perform at no increased cost, unless County determines in its sole discretion, that the delay will significantly impair the value of the Contract to County, in which case, County may do any or all of the following: (1) accept allocated performance or deliveries from Consultant, provided that Consultant grants preferential treatment to County with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Consultant for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Contract quantity; or (3) terminate the Contract in whole or in part.

ARTICLE 20 - GOVERNING LAW AND VENUE

This Contract shall be governed by the laws of the State of Florida. All legal action necessary to enforce the Contract will be held in Nassau County, Florida.

ARTICLE 21 - MISCELLANEOUS

21.1 Non-waiver: A waiver by either County or Consultant of any breach of this Contract shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

21.2 Severability: Any provision in this Contract that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Contract.

21.3 Public Records: County is a public agency subject to Chapter 119, Florida Statutes. **IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'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 Contract, to the extent that Consultant is providing services to County, and pursuant to section 119.0701, Florida Statutes, Consultant 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 agreement term and following completion of the Contract if Consultant 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 Consultant or keep and maintain public records required by the public agency to perform the service. If Consultant transfers all public records to the public agency upon completion of the contract, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the Contract, Consultant 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.

e. A request to inspect or copy public records relating to a Nassau County contract for services must be made directly to the Nassau County Custodian of Public Records. If Nassau County does not possess the requested records due to Consultant

maintaining the public records, then Nassau County shall immediately notify Consultant of the request for records. Consultant must provide the records to Nassau County or allow the records to be inspected or copied within a reasonable time. If Consultant does not comply with Nassau County's request for records, Nassau County shall be entitled to enforce the contract provisions herein for failure to comply with the terms of the contract. Any Consultant which fails to provide public records to Nassau County within a reasonable time may also be subject to penalties as provided under Section 119.10, Florida Statutes, including punishment by fine or may be guilty of committing a misdemeanor of the first degree for any willful and knowing violation.

21.4 The provisions of this section shall not prevent the entire Contract from being void should a provision, which is of the essence of the Contract, be determined to be void.

ARTICLE 22 – EMPLOYMENT ELIGIBILITY

Consultant 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 Consultant during the term of this Contract to work in Florida. Additionally, if Consultant uses subcontractors to perform any portion of the work (under this Contract), Consultant 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.

Consultant 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 County or other authorized entity consistent with the terms of Consultant's enrollment in the program. This includes maintaining a copy of proof of Consultant's and subcontractors' enrollment in the E-Verify program. If Consultant enters into a contract with a subcontractor, the subcontractor must provide Consultant with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Consultant 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 County may treat a failure to comply as a material breach of the Contract. If County terminates the Contract pursuant to F.S. 448.095(2)(c), Consultant may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated and Consultant is liable for any additional costs incurred by County as a result of the termination of this Contract.

ARTICLE 23 - SUCCESSORS AND ASSIGNS

County and Consultant each binds itself and its director, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Contract and to the partners, successors, executors, administrators, assigns, and legal representatives.

ARTICLE 24 - CONTINGENT FEES

Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for 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 Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 25 - OWNERSHIP OF DOCUMENTS

Consultant shall be required to work in harmony with other 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 County.

ARTICLE 26 - FUNDING

This Contract shall remain in full force and effect only as long as the expenditures provided for in the Contract have been appropriated by the Nassau County Board of County Commissioners in the annual budget for each fiscal year of this Contract and is subject to termination based on lack of funding.

ARTICLE 27 - NOTICE

27.1 Whenever either party desires or is required under this Contract to give notice to any other party, it must be given by written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

COUNTY:

Department Head

Address

Telephone Number

Email Address

CONSULTANT:

Point of Contact

Company Name

Address

Telephone Number

Email Address

27.2 Notices shall be effective when received at the address specified above. Changes in the respective addresses to which such notice may be directed may be made from time to time by any party by written notice to the other party. Email and facsimile are acceptable notice effective when received, however, notices received (i.e.; printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

27.3 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Consultant and County.

ARTICLE 28 - DISPUTE RESOLUTION

28.1 County may utilize this section, at their discretion, as to disputes regarding contract interpretation. County may send a written communication to Consultant by email, overnight mail, UPS, FedEx, or certified mail. The written notification shall set forth 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 Consultant. Consultant should have a representative, at the meeting that can render a decision on behalf of Consultant.

28.2 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 County and the cost of mediation shall be borne by Consultant. Consultant shall not stop work during the pendency of mediation or dispute resolution.

ARTICLE 29 – 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.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first written above.

NASSAU COUNTY, FLORIDA

Taco E. Pope, AICP, County Manager
Its: Designee

Date:

Approved as to form and legality by the
Nassau County Attorney

DENISE C. MAY

COMPANY’S NAME

[Redacted]

[Redacted]

By: [Redacted]

Its: [Redacted]

Date: [Redacted]

DRAFT



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
Procurement Department
96135 Nassau Place, Suite 2
Yulee, Florida 32097
Ph: 904-530-6040

REMINDER: This addendum must be acknowledged, signed and returned with your proposal. Failure to comply may result in disqualification of your submittal.

TO: All Proposers
FROM: Thomas O'Brien, Procurement Specialist
SUBJECT: Addendum #1
Request for Qualifications Number NC23-009
Continuing Contract for Professional Architectural and Engineering Services
DATE: 12/19/22

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

Questions & Answers:

1. Page 8, Section 4.7, Tab 8 - Hourly Rate Schedule clearly states not to include hourly rates or pricing details in the response. Please confirm if respondents are to create a tab and leave it blank, or how else to proceed.

Answer: Please copy the language from Section 4.7 Tab 8 and place that in your submission as Tab 8.

2. Is the County seeking responses from multi-disciplinary firms who can perform all Architectural and Engineering services in-house? Or can the Prime consultant be an architecture firm with engineer subconsultants?

Answer: A firm can be a prime in either field and have a subconsultant that is qualified to meet the other requirements.

3. Page 3, Section 2.2 Term of Agreement/Contract: Please confirm the options for contract renewal. The underlined portion states, "Option to Renew for Two Additional Three (3) Year Term," while the sentence after that says, "two additional one (1) year periods."

Answer: The correct language should be the option to renew for two additional one (1) year terms.

4. Attachment "H" Experience of Bidder section 2-Insurance is not applicable to Architectural or Engineering firms. Will the County consider omitting section 2-Insurance from being a required response?

Answer: Bonding insurance is not required for this solicitation. Section 2 of Attachment "H" may be left blank.

Request for Qualifications

NC23-009-RFQ

Addendum 1

Continuing Contract for Professional Architectural and Engineering Services

5. There are several references to "Architect-Engineer" within the solicitation, which gives the impression the County seeks responses from multi-disciplinary firms. Please confirm if a single-discipline Architecture firm can submit a response as the Prime consultant including sub-consultant Engineers. Alternatively, may a single-discipline Architecture firm submit a response to provide Architectural Design services only?

Answer: Nassau County would be open to either or.

ACKNOWLEDGMENT IS HEREBY MADE OF RECEIPT OF THIS ADDENDUM

Vendor/Company Name_____

Vendor Signature: _____ **Date:** _____

End of Addendum #1

Request for Qualifications

NC23-009-RFQ

Addendum 2

Continuing Contract for Professional Architectural and Engineering Services

Answer: See revised Attachment “H” to be used for submittal.

6. Does the County already have specific projects in mind for this contract?

Answer: Yes. Specific projects may include, but are not limited to, the CIP projects that meet the CCNA guidelines and projects grant funding provisions for use of continuing contracts will be performed utilizing these contracts.

7. Please confirm that Exhibit B is the only form required for subcontractors.

Answer: Correct, Exhibit B is the only form required regarding Subcontractors/consultants at the time of submission.

8. Is anything required in response to Attachment G or was this included just for reference?

Answer: Attachment G are the Federal Terms and Conditions that awarded firms must adhere to when utilizing federal funds, as such these provisions will be part of the contract.

9. Should form #5 (page 31) be used for Tab 5 (References) or should this be additional?

Answer: Attachment “H” is in addition to Tab 5 and should be submitted as part of Tab 9. See revised Attachment “H”.

10. Please confirm that no response is needed at this time for Attachment I.

Answer: Attachment “I” is a draft resulting contract from this solicitation. Responders should review advise of any exceptions, if any.

11. Is the E-Verify MOU that's required as a separate upload on Planet Bids the same as Attachment E (pages 17-20) in the RFQ? If so, does it still need to be duplicated within our submittal PDF?

Answer: The MOU is separate from the E-Verify Affidavit (Attachment “E”). Both need to be submitted. The MOU shows proof of E-Verify. To obtain a copy of your MOU, please visit the E-Verify website and under you account page, there should be a link that says, “View E-Verify MOU” that document will be submitted in the separate submission space.

The bid due date and opening remains: January 25, 2023 at 10:00 AM EST

Request for Qualifications NC23-009-RFQ Addendum 2
Continuing Contract for Professional Architectural and Engineering Services

Attachments: Revised Attachment "H"

ACKNOWLEDGMENT IS HEREBY MADE OF RECEIPT OF THIS ADDENDUM

Vendor/Company Name _____

Vendor Signature: _____ **Date:** _____

End of Addendum #2

**REVISED
ATTACHMENT "H"
EXPERIENCE OF RESPONDER**

The following questionnaire shall be answered by the RESPONDER for use in evaluating the RFQ.

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 sub vendors 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: _____

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

5. WORK EXPERIENCE:

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

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 PROPOSAL. FAILURE TO SUBMIT ALONG WITH PROPOSAL MAY BE CAUSE FOR DISQUALIFICATION.

Exhibit "D"

Vendors Response

NASSAU COUNTY

CONTINUING CONTRACT FOR PROFESSIONAL
ARCHITECTURAL AND ENGINEERING SERVICES

RFQ NO. NC23-009

TAB 1: COVER LETTER



HALFF

George Crady Bridge | Floridastatepark.org



January 25, 2023

Nassau County
Board of County Commissioners
96135 Nassau Place, Suite 1
Yulee, Florida 32097

RE: RFQ NO. NC23-009 CONTINUING CONTRACT FOR PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES

Dear Selection Committee:

Halff Associates, Inc. is excited to present our Statement of Qualifications to serve Nassau County. The Halff team works with many municipalities and government agencies on a continuing services basis throughout Florida and the southeast. We are a full-service firm of more than 1,400 people, with our local Jacksonville office serving the County. We can provide Nassau County with the professional support necessary to accomplish all of the work types listed in this RFP and many more. Halff provides the following advantages to the County:

ONE-STOP SHOP. We offer many practice disciplines under one roof as a full-service firm. We can provide all of the desired services listed in this RFQ with our in-house staff. This provides you with the convenience to make one call and know Halff is there.

DEDICATED PROJECT MANAGER. Dr. Michael Coffey, PhD, PE, LEED AP, brings more than 25 years of experience in designing and managing complex engineering projects—primarily for municipalities and public agencies. This experience includes utility infrastructure, transportation, stormwater/hydrology, and maritime projects. Michael has worked in Nassau County since 2002, and would be honored to serve the County in this role.

SUCCESSFUL DELIVERY OF GENERAL SERVICES CONTRACTS. As demonstrated by the large volume of repeat work on our more than 40 Florida municipal continuing services contracts.

We are excited for the opportunity to serve the County, its residents, and businesses. Please contact me with any questions you may have.

Respectfully,

Halff Associates, Inc.

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



Michael Coffey, PhD, PE, LEED AP
Contract Manager / Point of Contact
mcoffey@halff.com | (904) 456-9802
9995 Gate Parkway North, Suite 200
Jacksonville, Florida 32246

**WE IMPROVE LIVES
AND COMMUNITIES
BY TURNING IDEAS
INTO REALITY.**

TAB 2: TABLE OF CONTENTS



TAB 2



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TAB 3: TEAM ORGANIZATION, EXPERIENCE,
AND QUALIFICATIONS



TAB 3

TAB 3: TEAM ORGANIZATION, QUALIFICATIONS, AND EXPERIENCE

Our team thoroughly understands the scope of services and expectations issued through this contract. **Halff has the internal capabilities to provide experienced staff for all of the scope items mentioned in the RFQ.** By providing all of the services ourselves, Halff is able to streamline services and communication throughout the duration of the contract.

THE FIRM

Halff Associates, Inc. (Halff) is an employee-owned, full-service engineering and architecture firm providing services throughout the Southeast and Southwest from 28 offices in Florida, Texas, Oklahoma, Arkansas, and Louisiana. The firm’s staff of more than 1,300 includes engineers, architects, planners, scientists, and surveyors.

Halff was founded in 1950 by water resources expert, Dr. Albert H. Halff, PhD-Eng, PE. Today the firm preserves Dr. Halff’s legacy of integrity, dedication to client service, and commitment to quality. We continue his vision as a progressive firm committed to providing value with creative solutions to design challenges.

Our people are individuals with diverse, yet complimentary, professional backgrounds. Many of our professional staff started with Halff immediately after college and have grown in their careers knowing the commitment to quality that is the cornerstone of the firm. We know this attribute, more than any other, allows us to maintain a loyal client base. We are members of a company built on integrity, technical knowledge, and commitment to client service.

Halff is a firm experienced in federal, state, and county-funded projects; one with extensive experience in many facets of local and regional resource planning, assessment, and design. Halff brings knowledge of the region and an understanding of the administrative, regulatory, and legislative practices that form the framework of the County.

THE TEAM

We have identified experienced personnel who are committed to being responsive to the specific needs of Nassau County. Our team will mobilize quickly and is highly adept at schedule acceleration and compression, as needed. We have organized our team structure to provide flexibility in responding to the County’s needs.

WE IMPROVE LIVES AND COMMUNITIES
BY TURNING IDEAS INTO REALITY.

Halff will be responsive to the County, and we are committed to a cooperative and coordinated approach. The organizational chart on the next page demonstrates the staff’s roles, responsibilities and the reporting structure. Michael Coffey, PhD, PE, LEED AP will serve as the contract manager and will be the County’s point of contact.



EST. IN
1950
73 YEARS IN BUSINESS



28
OFFICES

EMPLOYEE-OWNED
ENGINEERING &
ARCHITECTURE FIRM

1,400
EMPLOYEES



ENGINEERS, ARCHITECTS,
PLANNERS, AND SCIENTISTS

ORGANIZATIONAL CHART

TAB 3: TEAM ORGANIZATION, QUALIFICATIONS, AND EXPERIENCE



Contract Manager
Michael Coffey, PhD, PE, LEED AP

Quality Assurance Manager
Duane Booth, PE



Technical Staff

Transportation & Roadway

Roadway Design

***Mark Llewellyn Jr, PE**
Matt Trimble, PE

Transportation Planning Studies and Modeling

Gary Phillips, AICP
Dave Muntean Jr, PE
Steven Miller, PE
Mark Llewellyn Jr, PE

Maintenance of Traffic

Melissa Pennington, PE

Signing and Pavement Markings/Design

Richard Davenport, PE

Guardrail Design

Matt Trimble, PE

Signal Design/ITS

Holt Jones Jr, PE

Traffic Safety Studies and Design

Dave Muntean Jr, PE

Right of Way and Traffic Engineering

Mike Osipov, PE, PSM

General Civil Engineering

***Michael Coffey, PhD, PE, LEED AP**
Cody Smith, PE
Duane Booth, PE
Brett Tobias, PE
Tyler Keppel
Richard Elmore, EI
Nina Dang

Bridges & Buildings

Bridge Structures

***Matt Trimble, PE**
Jim Miller, PE
Dave Snyder, PE

Building Structures

***Cameron Vester, PE**
Jim Miller, PE
Eric Christiansen, PE, SECB, LEED AP

Architecture

***Rob Smedley, AIA, DBIA, NCARB**
Marjorie Weibe-Reed, AIA, NCARB, ID
Derek Downs, AIA, LEED AP BD+C

Recreational Facilities

***Dustin Felix, MLA, PLA**
Martin Steffen, PLA
Jordan Limburg, PLA, ISA

Construction Engineering & Inspection

***Michael Holm, PE**
Greg Dutton, PE
Terry Helms, AIA

PD&E and PE Studies

***Gary Phillips, AICP**
Megan Wilde
Steven Miller
Arielle Mundy

Building Engineering & Lighting Design

***Jose Delgado, PE, RCDD, LEED AP**
Adrian Garza Jr, PE
Gabriel Benavides Jr, PE

Geospatial/Survey

***Scot Carpenter, PSM**
David Winters, PSM
Cliff Mennenger, Sr.

Stormwater Design & Analysis

***Cody Smith, PE**
Guillermo Simon, PE, CFM
Sara McMahan, EI
Andrew Brown, EI
Joey Alfonso Jr

Environmental Services

***Drew Sanders**
Megan Goetz
Joe Brooker
Austin Parker
Sean Rogers, ISA

Public Engagement and Involvement

***Lara Diettrich**
Raymond Deschler

Innovation

Infrastructure Management

***Matt Stahl, PE, CFM, AWAM**
Cooper Hoffman, EIT

Software Development

***Matthew Cestarte**
Jackson Gray, MSCS
Jeremy Christon
Enrique Jimenez

GIS

***Raymond Deschler**
Arielle Mundy

***Task Lead**



Michael Coffey, PhD, PE, LEED AP

Dr. Michael Coffey offers 26 years of experience designing a wide range of projects including utility infrastructure, transportation, stormwater/hydrology, and maritime projects. As a senior project manager, he has managed Architectural and Engineering (A/E) teams for delivery of large industrial, land development, and higher-education projects, as well as serving as the civil engineer of record. During his time as a public-sector consultant, he assisted municipalities with water capacity development, water and sewer system master planning, capital outlay projects, stormwater and roadway design, grant application writing, engineering studies, supply/treatment facility design, permitting, and construction.

SERVICE PROVIDED

Contract Manager

EDUCATION

PhD, Civil Engineering
ME, Civil Engineering
BS, Civil Engineering
BS, Physics

REGISTRATION

Professional Engineer - Florida
No. 57412

Leadership in Energy and
Environmental Design,
Accredited Professional

CONTACT

(904) 456-9802
mcoffey@half.com

REPRESENTATIVE PROJECT EXPERIENCE

Captain Haynes Road Force Main Extension, City of Tavares, FL. Michael modeled and designed approximately 3,200 LF of 6" to 10" force main extension, serving residential developments with a duplex submersible lift station design and multiple station inputs.

County Road 468 and Arbor Park Boulevard intersection improvements, Lake County, FL. Design management for widening of existing two-lane County Road 468 at the intersection of Arbor Park Boulevard with left and right turn lanes. Design included signage, striping, grading, storm sewers, and roadside swales.

Thomas Avenue, Dr. Martin Luther King Jr. Boulevard, and Arbor Park Boulevard Intersection Improvements, City of Leesburg, FL. Design management for widening of existing two-lane Dr. Martin Luther King Jr. Boulevard to four-lanes with median, and left turn lane on Thomas Avenue. Design included signage, striping, grading, storm sewers, and relocation of existing utilities.

Dead River Road and Waterstone Loop intersection improvements, City of Tavares, FL. Design management for widening of existing two-lane Dead River Road at the intersection of Waterstone Loop with a right turn lane. Design included signage, striping, grading, storm sewers, and roadside swales.

County Road 25 and Regal Oak Boulevard intersection improvements, Town of Lady Lake, FL. Design management for widening of existing two-lane County Road 25 at the intersection of Regal Oak Boulevard with right and left turn lanes. Design included signage, striping, grading, storm sewers, and roadside swales.

Urick Street Master Sewer Model, City of Fruitland Park, FL. Created manifold SewerCAD model for multiple lift stations and approximately 12,530 LF of force-main in various sizes. This included the design of two proposed lift stations and inputs for future anticipated flows of other developments tying into the Urick system.

Crane Island Low Impact Design, Fernandina Beach, FL. Project Manager and Engineer of Record. Crane Island consists of approximately 144 single family homes, within a 113-acre parcel. The unique design aspect of the project was to conserve as many trees as necessary on the island. Therefore, mass grading was not an option. The drainage design took on a Best Management Practices approach, utilizing vegetated natural buffers and roadway swales as stormwater control efforts in lieu of retention areas. Because the natural grades could be maintained with this approach, most of the trees can remain to create a wooded atmosphere for low country living.

During construction, our project had minimal change orders to the contract and came in under budget. **The project was completed in a professional manner and I would recommend Mr. Coffey** for any utility project of this type of scope.

Jaime Eaton, PE (retired)
Jacksonville Aviation Authority



Mark Llewellyn Jr,
PE

SERVICE PROVIDED

Transportation & Roadway Task Leader

EDUCATION

ME, Civil Engineering; BS, Civil Engineering

REGISTRATION

Professional Engineer - Florida No. 80712

CONTACT

(850) 567-5290 | mllewellyn@halff.com

Mark Llewellyn, Jr. has 19 years of experience in various fields of engineering including transportation planning and feasibility, traffic engineering and modeling, roadway design, signalization and ITS design, roundabout feasibility and design, and project management. His responsibilities include the management and production of construction documents for transportation projects. As a “hands on” leader, he is heavily involved in the production efforts of roadway design. His multidisciplinary experience will provide a significant benefit to Nassau County.

- **FAMU Way Preliminary Engineering Study & Design, Tallahassee, FL.** Mark supported the planning and design of the 2021 ACEC award winning FAMU Way Extension, which included the preparation of alternative roadway alignments, shared use path alignments, and intersection configurations. Graphics and Analyses were conducted on alternatives, including evaluations of the pedestrian, bicyclist, and vehicle impacts of each alternative.
- **LAP Continuing Services Contract, Okaloosa County, FL.** Mark serves as contract manager for the Okaloosa County LAP continuing services contract, which has covered multiple task order based contracts including transportation planning, roadway design, and public engagement.
- **Gaines Street Revitalization, Tallahassee, FL.** This project wholly revitalized the oldest paved road in the City of Tallahassee by providing new infrastructure, pedestrian and cyclist friendly amenities, and landscaping. Mark provided the planning, development, and design of the Gaines/Woodward Roundabout including site constraint resolution and extensive traffic analysis.



Duane Booth, PE

SERVICE PROVIDED

Quality Assurance Manager

EDUCATION

BS, Civil Engineering

REGISTRATION

Professional Engineer - Florida No. 44631

Certified Stormwater Inspector - No. 7947

CONTACT

(352) 267-4435 | dbooth@halff.com

Duane Booth has more than 32 years of experience in designing, permitting, and construction oversight for a variety of projects ranging from municipal facilities, roadway design, community and regional parks, water and wastewater infrastructure, stormwater treatment, flood studies, borrow pit, and mining projects. Permitting for such projects includes all Florida Water Management Districts, Florida Department of Environmental Regulation, Army Corp of Engineers, Florida Department of Transportation, local counties and municipalities. His project management experience covers conceptual project planning, development of construction documents and specifications, working closely with permitting agencies, value engineering, cost estimating, bidding, construction management, and project close out. Duane oversees quality control to confirm that client goals and needs are met while adhering to local, state and federal codes, and regulations.

- **City of Clermont Downtown Streetscape, Clermont, FL.** Duane was responsible for the redesign of the downtown area to improve parking, walkability, and revitalize the downtown commercial corridor. Halff provided survey, engineering design, stormwater design, project management, bidding, and construction administration services.
- **City of Clermont CDBG Stormwater.** Duane led this project as the project manager. Halff provided civil engineering and surveying services for the City’s CDBG Road and Stormwater Improvement. The project involved a variety of stormwater improvements for five roadways that connected perpendicularly to Bloxom Avenue which has a very steep grade.



**Rob Smedley, AIA,
DBIA, NCARB**

SERVICE PROVIDED

Architecture Task Leader

EDUCATION

BA, Architecture; BS, Architecture

REGISTRATION

American Institute of Architecture - Florida No. AR94042
National Council of Architectural Registration Board - 41273

CONTACT

(904) 667-9974 | rsmmedley@halff.com

Robert Smedley brings more than 37 years of experience on diverse projects for public and private clients. Rob leads the firm's Architecture program in Florida out of the Jacksonville, FL office. His portfolio of work includes a broad range of project types and sizes encompassing programming, charrettes, master planning, interiors, space planning, adaptive reuse, renovation, and new construction. His experience includes design, management, and Quality Control/Quality Assurance responsibilities.

- **Design-Build Wastewater Treatment Plan Operations Building, NS Mayport, FL.** Design-Build Manager for A/E services for design and construction phases for a new 3,520 SF combined WWTP Operations Building. The design includes administrative offices, reception, conference room, maps room, break room, and garage.
- **Readiness Center Renovation, Weatherford, TX.** The Texas Military Department (TMD) issued a task order via a continuing services contract to investigate an existing one-story 15,348 SF Readiness Center. Originally built in 1958 the facility had undergone numerous maintenance projects but was determined to need substantial code and security upgrades to meet life-safety and Anti-terrorism Force Protection requirements.
- **Readiness Center Roof Replacement, San Angelo, TX.** The project scope for this TMD task order included the assessment and investigation of the existing roof system and evaluate replacement and repair options for an existing one-story 26,471 square-foot Readiness Center.



Matt Trimble, PE

SERVICE PROVIDED

Bridge Structures Task Lead

EDUCATION

MS, Civil Engineering (Structural); BS, Civil Engineering

REGISTRATION

Professional Engineer - Florida No. 65708

CONTACT

(850) 848-9428 | mtrimble@halff.com

Matt Trimble has 20 years of invaluable experience as a bridge and structures engineer. He has a diverse array of capabilities ranging from analysis and design of minor bridges through complex cable supported concrete bridges. Matt also offers design expertise in miscellaneous transportation structures including, concrete box culverts, retaining walls, noise walls, mast arms, strain poles, and sign support structures. Building repair/rehabilitation is another valuable practical design capability that Matt brings to bear. He has a thorough understanding and background in the project delivery process from project pursuit through design office support serving as engineer of record/task leader/production team or project manager.

- **FDOT D3, Design-Build SR 10 from CR 99 to SR 8, Escambia County, FL.** Matt served in the capacity of Structures Engineer of Record on this project. He designed a five span AASHTO Type II beam bridge on pile bents over Eleven Mile Creek, and performed analysis and design for a crash wall connecting the existing pier columns of the I-10 overpass to resist vehicular collision. In addition, Matt completed the design of various miscellaneous structures on this project including a noise wall, precast box culvert extensions, and mast arms.
- **FDEP Oscar Scherer State Park Campground Bridge Replacement, Osprey, FL.** Project entailed replacing a structurally deficient bridge over a creek with a prefabricated steel truss bridge to restore access to a campsite at Oscar Scherer State Park. Bridge provided a 14-foot wide vehicular lane and a 5-foot wide pedestrian lane. Matt designed the end bents and steel pile foundations. Provided a technical specification for the steel truss bridge.



Cameron Vester, PE

SERVICE PROVIDED

Building Structures Task Lead

EDUCATION

MCE, Structural; BS, Civil Engineering

REGISTRATION

Professional Engineer - Florida No. 91987

CONTACT

(817) 764-7522 | cvester@halff.com

Cameron Vester is a structural engineer with more than 12 years of structural experience designing and managing various projects located throughout the United States. These projects include industrial, commercial, municipal, bridge, landscape, and civil structures for private, federal and municipal clients. His design experience includes the use of a wide variety of construction materials including reinforced concrete, structural steel, reinforced masonry, light gage metal framing, and timber.

- **Midlothian Fire Station No.1, Midlothian, TX.**
Cameron was responsible for structural design and coordination design of this 15,000 sf single-story building which included a hardened storm shelter in conformance with ICC 500 design criteria. The building structural system is comprised of light-gage metal framing and reinforced masonry walls supporting prefabricated light gage steel trusses. The foundation consists of a cast-in-place concrete structural slab supported on drilled piers.
- **Garland Fire Station No. 5, Garland, TX.** Cameron was responsible for structural design and coordination design of this 10,200-sf single-story building. The structural system is comprised of light-gage metal stud and reinforced masonry walls supporting prefabricated light gage steel trusses. The foundation consists of a cast-in-place concrete structural slab supported on under-reamed piers.
- **Water Operations Center Building, Wylie, TX.**
Cameron was responsible for structural design and coordination design of this two-story ICC-500 rated facility. The structural system is comprised of metal deck on metal bar joists supported by structural steel framing and tilt wall panels in the unhardened portion of the building.



Dustin Felix, PLA

SERVICE PROVIDED

Recreational Facilities Task Lead

EDUCATION

Master of Landscape Architecture; MS, Strategic Studies BS, Military History

REGISTRATION

Registered Landscape Architect - Florida No. LA6667445

CONTACT

(904) 720-2602 | dfelix@halff.com

Dustin Felix found a calling to landscape architecture and recreational design after experiences implementing United States Government initiatives to rebuild Iraq, defeat global terrorism, and counter violent extremism. Landscape architecture and recreational design allow Dustin to merge his experiences facilitating community-government engagement, monitoring and evaluating grant implementation, and construction observation. Furthermore, Dustin has an interest in vegetative roof design writing his graduate thesis on designing roofs to support migrating neotropical songbirds. Dustin brings creativity and an aesthetic appreciation, along with recent project management and operational planning experience throughout northern and central Florida.

- **Jacksonville Music Garden, Jacksonville, FL.** Dustin is incorporating 10 years of piano lessons to help develop conceptual drawings and develop criteria for public art for this waterfront project on the St. John's River. This project involved the design of the hardscape, landscape, irrigation, lighting, and audio & visual elements. The park includes art work along with various park elements geared towards the musical theme, including a music garden reflecting the vast musical history of Jacksonville.
- **St. Johns Park at Friendship Fountain, Jacksonville, FL.** Dustin assisted the design team in providing conceptual park planning, detail landscape architectural, and hardscape design for St. John's Park. The project included revitalization of the entire park grounds surrounding the Friendship Fountain as a community waterfront gathering and active open space.



Scot Carpenter,
PSM

SERVICE PROVIDED

Geospatial/Survey Task Lead

REGISTRATION

Professional Surveyor & Mapper - Florida 6177

CONTACT

(352) 557-9246 | scarpenter@halff.com

Scot Carpenter joined Halff Associates in April 2022 as a licensed Florida Professional Surveyor and Mapper in the role of Deputy Survey Practice Leader with experience in managing FDOT projects and contracts, CEI Survey Services, utilities, municipalities, military, construction projects and PLSS retracement surveys; performed training and certification of staff, as well as all facets of Survey Operations.

- **Mary McLeod Bethune Boulevard Right of Way Survey, Daytona Beach, FL.** Scot's team established public right-of-way limits along Dr. Mary McLeod Bethune Boulevard between N. Nova Road and N. Lincoln Street for the purpose of supporting the Client's efforts to make pedestrian ADA improvements at each crosswalk. The survey scope of work included research of recorded plats and last deed of record along the route, GPS network planning for horizontal survey control, field reconnaissance, recovery, and location of survey monuments along the route right of way and of the adjacent 20 subdivision blocks.
- **FDOT District 7, US 301/SR 43 Falkenburg Road to Sligh Avenue, Tampa, FL.** Scot served as project manager for this project in which his team provided transportation design surveying services, including horizontal and vertical survey control, the recovery of historical centerline of survey alignment, mobile LiDAR to collect existing roadway surfaces, curb and gutter and driveways. He also managed the setting and controlling of targets for the mobile LiDAR effort, conventional topographic survey of obscure areas to be merged with the LiDAR data to produce a digital terrain model of a six mile corridor for median modifications along US 301 in Tampa.



Jose Delgado, PE,
RCDD, LEED AP

SERVICE PROVIDED

Building Engineering & Lighting Design Task Lead

EDUCATION

BS, Electrical Engineering

REGISTRATION

Professional Engineer - Florida No. 88020
Registered Communications Distribution Designer-
Texas No. 260372

CONTACT

(956) 445-5222 | josedelgado@halff.com

Jose Delgado joined Halff Associates in June 2010. Prior to joining Halff, he spent a number of years in Dallas and Austin, Texas, where he was actively involved in technically challenging and sustainable demanding MEP and Information Technology Systems (ITS) projects. Jose's experience includes a plethora of projects located across Texas and as far away as New York State and California. Jose's experience includes institutional, educational, industrial, commercial, and government type projects. He has been involved in the MEP and ITS design and construction management.

- **Lake Woodward Stormwater Transfer Pump Station, Eustis, FL.** Jose was the engineer of record for the electrical and controls systems for a pump station that transfers water from Lake Woodward to a nearby lake. Jose directed a team of engineers and designers in providing electrical one-lines, layout, conduit and cable schedule, and panel schedules for the Lake Woodward Stormwater Transfer Pump Station. The project included the demolition of an existing transfer pump station.
- **Westside Park Site Lighting, McAllen, TX.** Jose was the engineer of record consisting of upgrading of the sports lighting to four softball fields. The existing sports lighting type was metal halide that was upgraded to LED type illumination. Existing electrical equipment, including the lighting systems and a concession stand, were past their life expectancy and were also replaced, in an effort to renovate the electrical system and provide greater reliability to the new sports lighting system.



Michael Holm, PE

SERVICE PROVIDED

CEI Task Leader

EDUCATION

BS, Civil Engineering

REGISTRATION

Professional Engineer - Florida No. 63829

CONTACT

(904) 720-2610 | mholm@half.com

Michael Holm's technical expertise includes highway materials testing and CEI for Florida Department of Transportation (FDOT), having served as Project Manager/Senior Project Engineer for many projects involving roadway construction, minor bridges, drainage, and sidewalk improvements. Michael also has extensive experience performing structural inspection on projects involving cast-in-place reinforced concrete, reinforcing steel, structural masonry, post-tensioned slabs, and structural framing. His career has impressively progressed from staff engineer, to various leadership and management roles while serving the engineering industry.

- **South Hampton and Hendricks Avenue Overland Bridge, Jacksonville, FL.** Contract manager for this \$1.5 million project that was designed to expand and rebuild a 2.3-mile stretch of I-95 to improve safety and flow of travel, and replace older road structures not originally designed to support current traffic demand.
- **CR 13B Resurfacing, St. Johns County, FL.** This 2.25-mile roadway project consisted of milling and resurfacing both lanes of CR 13B from SR 13 around again to SR 13 in the Julington Creek area of St. Johns County. The project also included shoulder repair of drop-offs, pavement markings, base and asphalt materials, and drainage improvements. Mike served as the project engineer who provided CEI services on this \$32.5K construction project.
- **CR 220 Widening and Resurfacing, Clay County, FL.** Senior project engineer who oversaw this 3.2-mile milling and resurfacing of existing roadway and constructing a four-foot shoulder widening on both east and west bound lanes.



Gary Phillips, AICP

SERVICE PROVIDED

PD&E and PE Studies Task Leader

EDUCATION

BS, Civil Engineering

REGISTRATION

American Institute of Certified Planners - 118919

CONTACT

(850) 509-7983 | gphillips@half.com

Gary Phillips has 34 years of experience in transportation planning, public engagement, project development, and conceptual design. He has served as project manager for transportation planning, PD&E Studies, and conceptual design projects. Gary served as area engineer and statewide environmental coordinator for the Federal Highway Administration for Florida and was the reviewer for FDOT NEPA documents, including EIS, EA/FONSI and related Master Plans. He wrote and reviewed many FDOT PD&E manual revisions, assisted with the FDOT's statewide PD&E manual training, and developed the ETDM Process.

- **Ludlum Trail Project Development and Environmental Study (PD&E), Miami-Dade County, FL.** Gary served as technical lead for Sociocultural Effects and Section 4(f) for recreational resources. He produced a *Sociocultural Effects Evaluation Report* in accordance with the *FDOT PD&E Manual* evaluating potential project impacts to social, economic, land use, mobility, and aesthetics. He also identified parkland and recreational resources along the corridor to complete the documentation required to submit a determination of Section 4(f) applicability per Part 2, Chapter 7 of the *PD&E Manual* for three parks located adjacent to the project corridor.
- **Northeast Corridor - Bannerman Road Feasibility and PD&E Reevaluation, Tallahassee, FL.** Gary served as deputy project manager. Activities associated with the Feasibility Study include public involvement, environmental and engineering analyzes, alternatives development, traffic and safety, right of way needs, and planning level cost analysis.



Cody Smith, PE

SERVICE PROVIDED

Stormwater Design & Analysis Task Lead

EDUCATION

BS, Civil Engineering, Hydrology, and Water Resources

REGISTRATION

Professional Engineer - Florida No. 81393

CONTACT

(904) 456-9804 | csmith@half.com

Cody Smith brings design experience on a variety of land development projects for commercial, industrial, and residential sector clients. His design experience includes due diligence and site investigation reporting, site design, stormwater management design, utilities design, local and state permitting, and project construction administration. He is proficient in ICPR 3, ICPR 4, Flowmaster, and Hydraflow.

- **Captain Haynes Force Main Extension, City of Tavares, FL.** Cody served as the design engineer for approximately 3,200 LF of 6" to 10" force main extension serving residential development. Horizontal and vertical design with directional drilling crossing, direct bury, and cased crossing sections were also included.
- **County Road 25 Water Main and Force Main Extensions, Town of Lady Lake, FL.** Cody was the design engineer for approximately 7,400 LF of 12" water main, and 12" force main extensions serving residential development.
- **County Road 468 and Arbor Park Boulevard intersection improvements, Lake County, FL.** Cody was the design engineer for widening of existing two-lane County Road 468 at the intersection of Arbor Park Blvd. with left and right turn lanes.
- **Urick Street and Wilder Street intersection improvements, City of Fruitland Park, FL.** Cody was the design engineer for widening of existing two-lane Urick Street at the intersection of Wilder Street with left turn lanes. Design included signage, striping, grading, storm sewers, and roadside swales.



Drew Sanders

SERVICE PROVIDED

Environmental Services Task Lead

EDUCATION

BS, Biology

CONTACT

(813) 331-0957 | drew.sanders@half.com

Drew Sanders is highly experienced in environmental permitting that encompasses a wide range of public and private projects. His areas of specialization include project management, environmental permitting, ecological assessments, habitat mapping of terrestrial and aquatic systems, plant and wildlife surveys, listed species surveys, photo interpretation, wetland delineation and hydroperiod assessment, habitat restoration and management, and wetland mitigation design.

- **Don Jose Seawall Street Repairs, St. Pete Beach, FL.** This project involved the design associated with seawall repairs within right of way at Don Jose. This is part of the city's ongoing effort to address projected sea level rise impacts. As part of this effort, the city established a minimum top of seawall elevation of 5 feet above MSL. This project included the design of baffle boxes for sediment and nutrient abatement and back flow preventors to abate saltwater intrusion. In addition to wall geometry and design, project also required the design and coordination of special structures to maintain existing sanitary and communication facilities during and after construction.
- **Northaven Trail, Dallas, TX.** Drew provided environmental support for this project that involved the construction of a new pedestrian/bike trail which connects existing trail system west of US 75 to the existing Cottonwood Trail system east of the White Rock Creek. The 470-foot multi-span arc bridge provided scenic views over White Rock Creek and improved trail connectivity for the City of Dallas. Half developed a detailed drainage report to document methodology, assumptions and the results of the bridge in accordance with both TxDOT and City of Dallas Floodplain Development Permit.



Lara Diettrich

SERVICE PROVIDED

Public Engagement & Involvement Task Lead

EDUCATION

MPA, Public Administration, Policy, and Analysis; BA, Political Science

CONTACT

(904) 720-2616 | ldiettrich@halff.com

Lara Diettrich has been providing professional services for over 22 years in the vast array of urban, regional and community planning primarily located in Northeast Florida, while also serving the outer surrounding counties throughout the state.

- **FPL Solar Photovoltaic Facilities, Baker and Nassau County, FL.** Planning efforts include large scale land use amendments, zoning changes, variances, wrap-around team services and jurisdiction administration facilitation through the application and hearing process. Lara is leading community outreach with neighboring land owners and interested citizens.
- **Sawgrass Village Mixed Use Redevelopment Project, Ponte Vedra Beach, FL.** Lara is leading community outreach with numerous associations and organizations in the Ponte Vedra Beach and PGA Headquarters. She is also participating in discussions with St. Johns County's Growth Management Services through the conceptual phases.
- **Downtown Investment Authority (DIA) Riverside Blvd. Bike & Pedestrian Improvements, Jacksonville, FL.** This project involves coordination with the team to resolve issues with landscaping, cross walks, sensory lighting, riverwalk access, parallel parking, decrease in traffic lanes, bicycle lanes, pedestrian walkways. Lara is leading community outreach with Riverside Boulevard businesses and residents, in addition to public hearings and staff meetings.



Matt Stahl, PE, CFM, AWAM

SERVICE PROVIDED

Infrastructure Management

EDUCATION

ME, Water Resource Engineering; MS, Public & Environmental Health; BA, Biology

REGISTRATION

Professional Engineer - Texas No. 123193
 Certified Floodplain Manager - No. 3186-16N
 Associate Water Asset Manager - No. 0154

CONTACT

(817) 764-7516 | mstahl@halff.com

Matt Stahl is a water resource engineer and certified floodplain manager with experience in stormwater, water, and wastewater risk assessment and asset management, predictive modeling, GIS and database programming, hydrologic/hydraulic (H&H) analyses and modeling, and water resources planning. He is proficient in programming languages (Python, R, and SQL), ArcGIS (software, extensions, and Arcpy programming), and industry standard H&H modeling software.

- **Compass FEMA Region 6, Denton, TX.** Matt was responsible for performing open channel hydraulic modeling in HecGeoRAS and HEC-RAS along various reaches of 69 total miles of the East Fork Trinity River. The goal of the analysis was to establish the existing site conditions, floodplain, and floodway along the river. Applied existing flows from previously developed hydrologic models. The modeled reach included three major highway crossings, various low water crossings, and lateral inflows.
- **Double Oak Stormwater Management Plan, Double Oak, TX.** Matt was responsible for updating the annual update report for the City's stormwater management program. The annual report evaluated the City's progress towards reducing pollutants carried into the storm sewers during storm events.
- **Channel Inventory and Mapping, City of Fort Worth, TX.** This project involved the development of a stormwater channel inventory and storm drain condition assessment and rehabilitation program for the City of Fort Worth.

TAB 6: CURRENT WORKLOAD



TAB 6: CURRENT WORKLOAD

The Halff team will serve as the **prime consultant** and is fully prepared to undertake this contract.

Our key professional and technical staff have the available time to fully commit to any project identified by Nassau County.

We believe that the key to business success lies in remaining responsive to our client’s frequently changing project requirements while balancing levels of work for our personnel and maintaining a reasonable backlog of future work. Due to the changing nature of staffing and work assignments, Halff uses forecasting software to track and balance staffing with current and projected workload. Doing so is key to maintaining the highest quality product for our clients.



Michael Coffey, PhD, PE, LEED AP
Contract Manager



Duane Booth, PE
Quality Assurance Manager



Rob Smedley, AIA, DBIA, NCARB
Architecture Task Leader



Mark Llewellyn, Jr., PE
Transportation & Roadway Task Leader



Matt Trimble, PE
Bridge Structures Task Lead



Scot Carpenter, PSM
Geospatial/Survey Task Lead



Cameron Vester, PE
Building Structures Task Lead



Dustin Felix, PLA
Recreational Facilities Task Leader



Jose Delgado, PE, RCDD, LEED AP
Building Engineering & Lighting Task Lead



Michael Holm, PE
CEI Task Leader



Gary Phillips, AICP
PD&E and PE Studies Task Leader



Cody Smith, PE
Stormwater Design & Analysis Task Lead

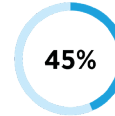


Drew Sanders
Environmental Services Task Lead

TAB 6: CURRENT WORKLOAD



Lara Diettrich
Public Engagement & Involvement Task Lead



Matthew Cestarte, MCP
Software Development



Matt Stahl, PE, CFM, AWAM
Infrastructure Management



Raymond Deschler
GIS

Current Local Projects	Start Date	Estimated Completion Date	Role
Park Square/Tavares	Nov-20	Jul-23	Prime
Avalon Park/Tavares Phase 2	Dec-20	Feb-23	Prime
Park Square/Arbor Park Phase 2 & 3	Apr-22	Oct-23	Prime
Park Square/Las Colinas, Mission Inn	Sep-21	May-23	Prime
Liberty Devel/Donnelly Woods	Oct-21	Jun-23	Prime
Route 46 Properties/Vista Ridge	Apr-22	Jul-23	Prime
Kimaya/Park Square Fruitland Park Single	Jun-22	Dec-23	Prime
O B Island Homes/O B Harbour Vacuum Sewer	Jul-20	Apr-23	Prime
Fernandina Beach/Underground Conversion	Sep-22	Jun-23	Prime
Harbor Hills Devel/Oak Hammock - Phase 7	Jul-21	Apr-23	Prime
UPS/East Region 3938 Imeson Road Jax	Aug-21	Jan-23	Prime
JWB/Ramona Blvd.	Jul-21	Mar-23	Prime
Palm Property/Haymaker-Applebee CR 25 SE	Aug-21	May-23	Prime
JWB/103 Century 21 Design & Permit	Mar-22	Apr-23	Prime
Corner Lot/Jones Bros	Dec-21	Feb-23	Prime
Cole Builders/Crane Island Grading Plans	Jun-22	Sep-22	Prime
Starr Custom Homes/Crane Island	Dec-22	Feb-23	Prime
Amelia Island Plantation/Storm Sewer Rehabilitation	Aug-22	Feb-23	Prime

*Due to page constraints the projects listed have been limited to current Jacksonville projects that may affect workload

TAB 7: TECHNOLOGY



TAB 7



TAB 7: TECHNOLOGY

PROJECT PLANNING RESOURCES

Halff believes that the initial investment in conceptualization will define the level of a project’s success. If there is no clear vision at the beginning, funds and effort may be unnecessarily wasted. Schedule creation is just as important as the design creativity—if a project cannot be accomplished in the time allotted, there is no need for the great design.

Conceptualization + Schedule Creation: Halff offers various tools to help with both of these crucial project planning factors.

DESIGN CHARRETTES

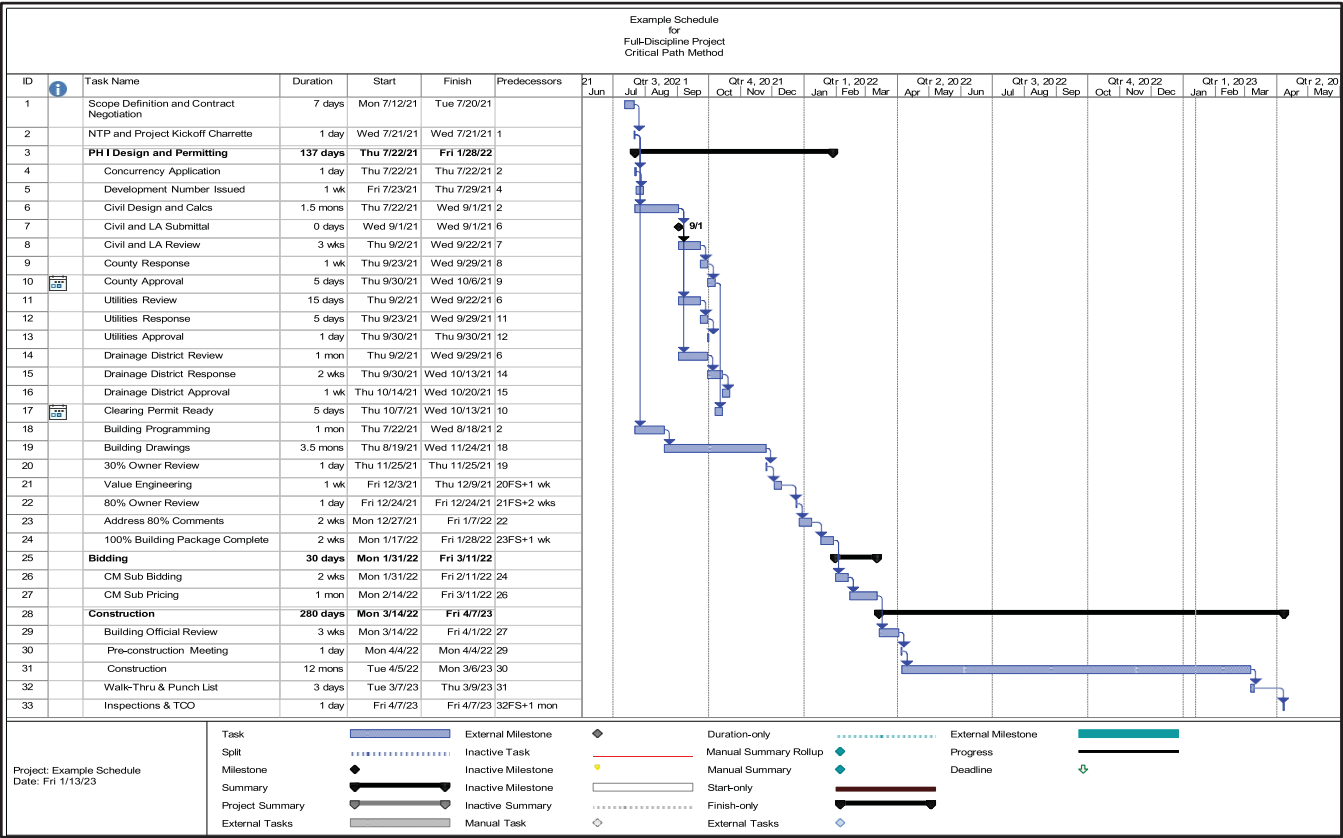
For more involved projects Halff will conduct a design charrette with County staff before the pencil hits paper. These brainstorming sessions harness the group’s creativity and promote consideration of all avenues of approach, resulting in a better design and a better product.

PROJECT SCHEDULES

There is an art to creating the schedule—through careful consideration and organization of the various tasks in dependent order so that time is optimized. We utilize Microsoft Project to generate preliminary schedules for projects based on the Critical Path Method (CPM). With this insight the team can arrange the sequence of events before, during, and after the design. Once the project initiates, the schedule can have a baseline set so actual progress can be measured.

GEOSPATIAL EQUIPMENT

Options for gaining existing feature data efficiently and accurately may involve a variety of our in-house equipment. Aerial photogrammetry and lidar from Unmanned Aerial Systems (UAS), mobile lidar, and terrestrial-based high-definition scanning are options to capture this data. The volume of data captured, along with the accuracy, enhances the potential for design cost savings as the project progresses. These innovations bring great value as more detail offers a clearer picture for the design approach.



VISION TO VISUALS

Halff has the expertise to create high-quality graphic plans and 3D visualizations to help communicate the “vision” and the intent for Nassau County’s public spaces and facilities. In this way, we can explore options and alternatives quickly and get a real idea as to what projects may look like when built. Halff’s visualization team transforms designs into 3D simulations that bring projects to life—offering a tangible representation of the design. Utilizing state-of-the-art software and hardware, we provide a multitude of dynamic capabilities for analysis and interactive understanding.



TAB 8: HOURLY RATE SCHEDULE



TAB 8: HOURLY RATE SCHEDULE

Per the RFP hourly rates are not being issued at this time.

"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."

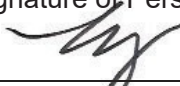
TAB 9: ATTACHMENTS/ADMINISTRATIVE INFORMATION



TAB 9

TAB 9: ATTACHMENTS/ADMINISTRATIVE INFORMATION

ATTACHMENT "A" ADDENDA ACKNOWLEDGMENT

Acknowledgment is hereby made of receipt of addenda issued during the solicitation period.	Addendum # <u>1</u> through # <u>2</u> Date: 1/10/2023
Signature of Person Completing: 	
Printed Name: Michael Coffey, PhD, PE, LEED AP	Title: Team Leader

>>> Failure to submit this form may disqualify your bid. <<<

Request for Qualifications NC23-009-RFQ Addendum 1
Continuing Contract for Professional Architectural and Engineering Services

5. There are several references to "Architect-Engineer" within the solicitation, which gives the impression the County seeks responses from multi-disciplinary firms. Please confirm if a single-discipline Architecture firm can submit a response as the Prime consultant including sub-consultant Engineers. Alternatively, may a single-discipline Architecture firm submit a response to provide Architectural Design services only?

Answer: Nassau County would be open to either or.

ACKNOWLEDGMENT IS HEREBY MADE OF RECEIPT OF THIS ADDENDUM

Vendor/Company Name Halff Associates, Inc.

Vendor Signature: 

Date: 1/10/2023


End of Addendum #1

Request for Qualifications NC23-009-RFQ Addendum 2
Continuing Contract for Professional Architectural and Engineering Services

Attachments: Revised Attachment "H"

ACKNOWLEDGMENT IS HEREBY MADE OF RECEIPT OF THIS ADDENDUM

Vendor/Company Name Halff Associates, Inc.

Vendor Signature:  **Date:** 1/10/2023

End of Addendum #2

ATTACHMENT "C"
DRUG FREE WORKPLACE CERTIFICATE

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

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

[Remainder of the page intentionally blank.]

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



Authorized Signature

1/23/2023

Date Signed

State of: FloridaCounty of: Nassau

Sworn to (or affirmed) and subscribed before me by means of X physical presence or online notarization, this 23rd day of January, 2023 by Michael Coffey who is X personally known to me or produced as identification.


Notary PublicMy commission expires: June 16, 2024

**ATTACHMENT “D”
SWORN STATEMENT
UNDER FLORIDA STATUTE 287.133(3)(a) ON PUBLIC ENTITY CRIMES**

TO BE RETURNED WITH BID

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

1. This sworn statement is submitted with Bid, Proposal or Contract for _____
Nassau County
2. This sworn statement is submitted by Halff Associates, Inc. (entity submitting sworn statement), whose business address is 9995 Gate Parkway N. Suite 200 Jacksonville, FL 32246 and its Federal Employee Identification Number (FEIN) is 75-1308699. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)
3. My name is Michael Coffey, PhD, PE, LEED AP (please print name of individual signing), and my relationship to the entity named above is Team Lead.
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

1/23/2023
Date

State of: Florida

County of: Nassau

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 23rd day of January, 2023 by Michael Coffey who is X personally known to me or produced as identification.



[Signature]
Notary Public

My commission expires: June 16, 2024



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

NC23-009-RFQ
 Dist. No. 1 Fernandina Beach
 Dist. No. 2 Amelia Island
 Dist. No. 3 Yulee
 Dist. No. 4 Bryceville/Hilliard
 Dist. No. 5 Callahan/West Yulee

JOHN A. CRAWFORD
 Ex-Officio Clerk

DENISE MAY
 County Attorney

TACO E. POPE, AICP
 County Manager

ATTACHMENT "E"

E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

Project Name: CONTINUING CONTRACT FOR PROFESSIONAL ARCHITECTURAL
AND ENGINEERING SERVICES

Bid No./Contract No.: RFQ: NC23-009-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.

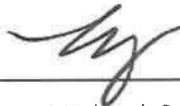
EXHIBIT "A"

CONTRACTOR E-VERIFY AFFIDAVIT

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

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

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



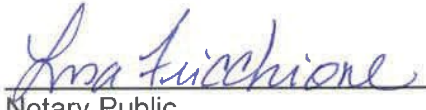
Print Name: Michael Coffey, PhD, PE, LEED AP

Date: 1/23/2023

STATE OF FLORIDA

COUNTY OF Nassau

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this _____ (Date) by Michael Coffey (Name of Officer or Agent, Title of Officer or Agent) of Halff Associates, Inc. (Name of Contractor Company Acknowledging), a Texas (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: June 16, 2024

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



Menu

My Company Account

My Company Profile

Company Information

Company Name

Halff Associates, Inc.

Doing Business As (DBA) Name

Company ID

242584

Enrollment Date

Aug 26, 2009

Employer Identification Number (EIN)

751308699

Unique Entity Identifier (UEI)

DUNS Number

015013165

Total Number of Employees

500 to 999

NAICS Code

541

Sector

Professional, Scientific, and Technical Services

Subsector

Professional, Scientific, and Technical Services

[Edit Company Information](#)

Employer Category

Employer Category

Federal Contractor with FAR E-Verify Clause

[Edit Employer Category](#)

Company Addresses

Physical Address

1201 North Bowser Road
Richardson, TX 75081

Mailing Address

Same as Physical Address

[Edit Company Addresses](#)



Matthew Cestarte,
MCP

SERVICE PROVIDED

Software Development

REGISTRATION

Microsoft Certified Professional
Microsoft Certified Solutions Developer

CONTACT

(830) 455-6222 | mattewcestarte@half.com

Matthew Cestarte is an experienced full-stack developer capable of designing solutions and guiding his team through the implementation. Matthew works with internal and external clients to provide quality applications that meet business needs using modern industry standards. He primarily works with C# .NET Core, SQL, JavaScript (Vue), NPM and HTML/CSS. Matthew also has experience leveraging various ESRI GIS software packages to incorporate geospatial capabilities into data management and visualization.

- **Brush Country Groundwater Conservation District, Groundwater Management System, Falfurrias, TX.** The groundwater management system allows the district to record info about their water wells, monitor water levels and quality, and maintain contact info. This data can be queried as needed from a web app which can be used anywhere, such as on a cell phone in the field. The public has access to a web map documenting these water wells and they are provided with a set of tools which can aid in understanding where new wells can or cannot be drilled.
- **Prairielands Groundwater Conservation District, Groundwater Management System, Cleburne, TX.** A groundwater management system with custom features for monitoring well water meters and calculating well production amounts. Additionally, well owners can log in and report their own water levels. This gives the district greater opportunity to interact with residents and prevent issues from growing. The public has access to a feature-full web map displaying the district's water wells.



Raymond Deschler

SERVICE PROVIDED

GIS

EDUCATION

MS, Environmental Resource Management
BA, Latin American Studies/Spanish

CONTACT

(904) 720-2604 | rdeschler@half.com

Ray Deschler is a resilience analyst and environmental scientist with seven years of experience in the fields of applied ecology, water resource planning, and urban resilience. He has worked on a wide range of projects, including wetland ecosystem assessments; minimum flows and levels evaluations; flood vulnerability assessments and adaptation plans; and comprehensive plan updates. His areas of expertise include GIS analysis and modeling; spatial data management and QA/QC; habitat mapping and vegetation surveys; and ecological assessments.

- **City of Port Richey Resiliency Plan, Port Richey, FL.** The objective of this scope of work is to prepare a vulnerability assessment and resiliency plan for the City. Additionally, this scope of work involves developing an adaptation plan and guiding staff through a 'Peril of Flood' comprehensive plan amendment.
- **City of Jacksonville Resilience Planning, Jacksonville, FL.** GIS lead for the development of a comprehensive resilience strategy to address the environmental, social, and economic threats brought on by climate change. The resilience strategy will be the guiding force behind how Jacksonville will adapt its' infrastructure and public policy to address long-term climate risks.
- **Town of Hickory Creek Comprehensive Plan, Hickory Creek, FL.** The scope includes special area planning for sites adjacent to I-35. Ray is providing GIS services for Zoning Maps throughout the Town.

TAB 3: TEAM ORGANIZATION, QUALIFICATIONS, AND EXPERIENCE

INNOVATIVE TECHNOLOGY

Halff offers a full complement of technology resources needed for project delivery including AutoCAD Civil 3D, Microstation, Revit, ArchGIS, and can complete the work in a system that is compatible with Nassau County’s systems. We are a network system, allowing consistent, shared data and information with all offices and personnel. For perspectives and initial conceptual visualization, we can develop three-dimensional (3D) drawings and renderings on various platforms. The ability to conceptualize and design in three dimensions provides a major quality control incentive as physical conflicts between design elements are visualized and prevented. **Halff has been supporting public works operators with GIS solutions for more than 36 years.** We offer extensive experience with developing and maintaining infrastructure/facilities asset management in the GIS environment.

TECHNOLOGY CAPABILITIES

Halff employees use state-of-the-art technologies to collaborate and complete projects regardless of the team members’ office location. Each workstation within the firm can connect and utilize services provided by more than 70 servers. To allow for collaboration on large dataset projects, a combination of Citrix and VMware virtualization is used. Our state-of-the-art computer equipment includes a Citrix Farm consisting of 20 servers and over 96 TB of storage that is easily accessible from any Halff office via WAN (Wide Area Network), thus providing an efficient means to share project tasks from any location. Halff

has about 130 GIS users, including engineers and GIS analysts. These technologies allow multiple users to have remote access to large datasets with tools such as ArcGIS desktop for hydrology-based projects without giving up performance.



HOSTING CAPABILITIES/SOFTWARE PLATFORM

GIS web map hosting capabilities reside on a Cisco UCS hardware platform operating Windows Server 2016 64-bit with Microsoft IIS 8 as the web engine. The server has dual Intel Xeon processors running at 3.40 GHz and 80 GB of RAM. The server includes redundant storage, power supplies, cooling fans, network connections, and hard drives. As an enhanced redundancy measure the entire ArcGIS Enterprise system is replicated to our Fort Worth datacenter every 15 minutes.





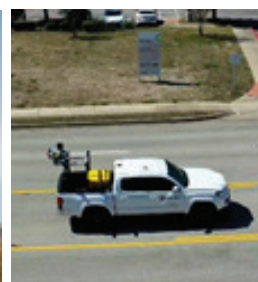
SOFTWARE/HARDWARE

The list of software utilized at Halff to accomplish the diverse projects is extensive. Still, some of the core products include Bentley MicroStation, Bentley OpenRoadsDesigner, Building Products and Geopak, AutoDesk AutoCAD with Revit, and Civil3D, ESRI ArcGIS desktop, and access to the E3 license suite for the Microsoft Office. Backend servers are based on Linux and Microsoft server 2012 R2 running MS SQL 2014, ArcGIS Server, Citrix XenApp and XenDesktop, and VMware ESX. Additional H&H software includes eight types of HEC modeling software, InfoWorks, InfoWater, XPSWMM, and Autodesk and Bentley software, including StormNet, HydroFlow, and Flowmaster. GIS technology has become an essential tool for planning and decision-making that involves geographic data. Our capabilities extend to any GIS application that requires data collection and conversion, database creation, mapping, data modeling and analysis, and custom interface design and development. We specialize in watershed analysis, hydrology, groundwater, transportation, and government applications. We use ESRI and Innowyze software on all our GIS projects.

GEOSPATIAL SERVICES & EQUIPMENT

Halff offers a full complement of geospatial services through our Survey Practice that have expanded on our conventional surveying methods saving time and reducing project costs. These new services include aerial photogrammetry and lidar—via unmanned aerial systems (UAS) or via manned aircraft such as a helicopter or airplane—mobile lidar, and terrestrial based lidar (high-definition scanning). **Not only do these new survey technologies save time and money, they also add value by offering data mining opportunities wherein geospatial data collected for one project can be repurposed for another.** As with conventional surveying methods our geospatial services can also be used for topographic and planimetric mapping, orthophotography, 3D modeling, ADA compliance, and other applications.

Our UAS, or drone, data collection services provide Halff clients with the latest in aerial capabilities under the direction of highly experienced field crews, FAA Certified Remote Pilot(s) In Command and our photogrammetric staff featuring a Certified Photogrammetrist by the American Society for Photogrammetry and Remote Sensing (ASPRS). **Our fleet of drones are capable of both photogrammetric and lidar data acquisition missions and due to the low flying heights produce spectacular imagery and 4K high-definition videos that can be used for inspections, inventories, public relations and marketing.**



Halff's mobile lidar data collection and post-processing services bring state-of-the-art equipment together with a highly experienced and creative geospatial staff to offer our clients unparalleled geospatial products and services. Used for an array of project types including topographic and planimetric mapping, 3D modeling, ADA compliance, pavement analysis and data mining applications that save costs through efficient data collection capabilities. The data-sets can be combined with other data collected by UAS, terrestrial lidar, or even bathymetric unmanned surface vehicles (USV) offering a truly complete picture for your project needs.

Halff's survey practice has offered terrestrial based scanning services for some time, but with the acquisition of new equipment and other technological resources bring a new level of sophistication to this time honored data collection method. We offer the latest in scan-to-BIM services utilizing the latest technology and back this with years of post-processing experience.

GEOSPATIAL SOFTWARE

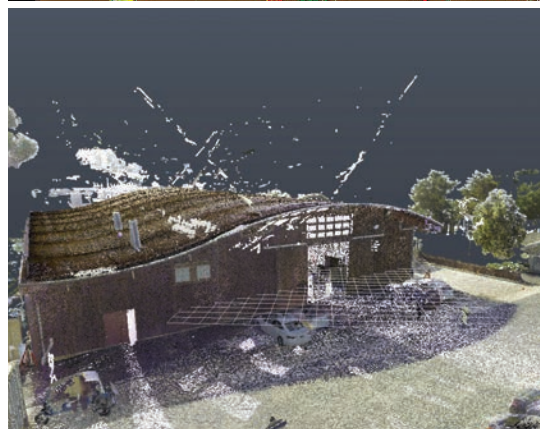
Halff offers a wide variety of innovative state-of-the-art software technologies designed to create greater efficiencies for analyzing and interpreting design data. Below is a partial list of the software technologies currently in use at Halff relevant to design.

- **Autodesk Civil 3D** – Design and documentation software for civil infrastructure
- **Autodesk Recap Pro** – Reality capture and 3D scanning software
- **Autodesk Revit** – BIM 3D modeling software
- **Leica Cyclone** – Point cloud processing and analysis software
- **Microstation Open Roads** – Roadway Design and Analysis software
- **TopoDOT** – Transportation topography, 3D modeling, and asset management point cloud software
- **Trimble Business Center Mobile Mapping Suite** – Field to finish survey CAD and analysis software for point cloud data
- **Pix4D** – UAS Photogrammetry analyzing and processing software
- **Global Mapper** – Geospatial data analysis and processing tool
- **Hexagon Imagination** – Photogrammetry, production mapping and analysis software
- **Solv3D Encompass web-viewer** – Geospatial data web-viewer
- **Leica TruView web-viewer** – Digital Reality viewer

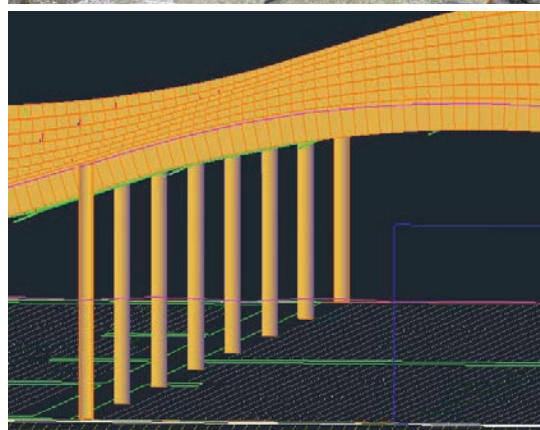
LIDAR TREE INVENTORY



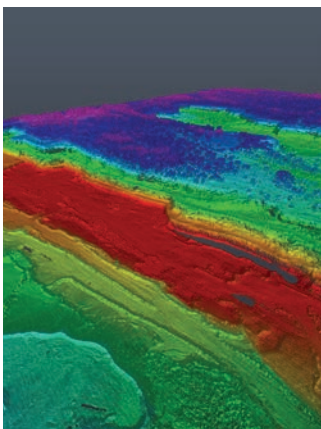
HI-RES POINT CLOUDS



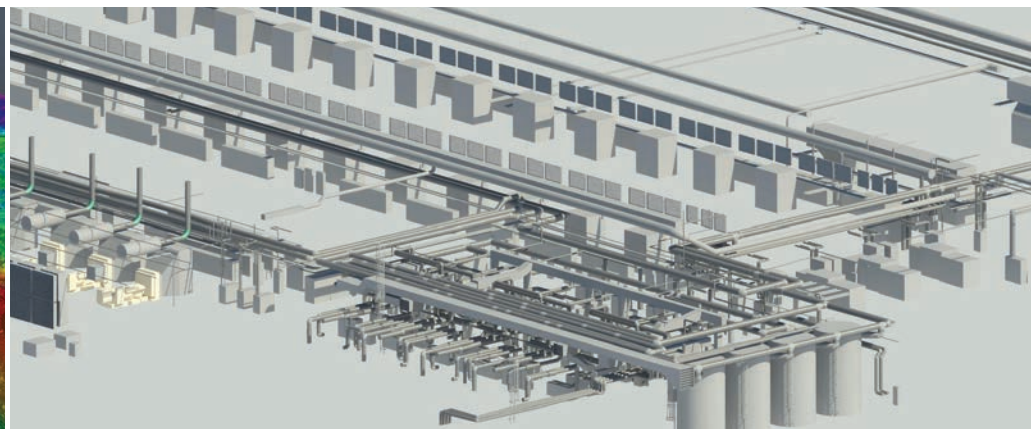
DETAILED 3D MODELING



TOPOGRAPHIC MODELING



MEP RENDERING



TAB 3: TEAM ORGANIZATION, QUALIFICATIONS, AND EXPERIENCE

PRIOR PROJECT EXAMPLES

GEOSPATIAL ANALYSIS

- **City of Fort Worth – Storm Drain Rehabilitation Program**
 - AI/computer vision for defect detection as a QC augmentation to engineering review
 - Spatial database web-hosting and collaborative/interactive project web application
 - AI/machine learning for prioritization of high priority inspection mapsheds
- **Alexandria DOTD – Substantial Damage Estimation**
 - 3D point cloud data collection and extraction of finished floor elevations
 - Geospatial data analysis with web-based viewer
- **Seguin Impervious Cover - Stormwater Fee Impervious Cover Development**
 - AI/deep learning imagery analysis for land cover/impervious cover dataset generation
- **Brownsville Manning's Roughness Cover – H&H Modeling**
 - AI/deep learning imagery analysis for Manning's roughness cover dataset generation

3D MODELING

- **Oklahoma City Water Utilities Operations Center**
 - 3D conceptual modeling and perspectives
 - Revit 3D building design
 - Civil 3D site design

PUBLISHING SOFTWARE

- **Walton County Santa Rosa Amphitheater**
 - CADD, Sketchup, Lumion
- **Walter E. Long Metropolitan Park Master Plan**
 - CADD, Sketchup, Lumion

INTERACTIVE ONLINE PLATFORMS

- **City of Leesburg Sleepy Hollow Sports Complex**
- **Bexar County Crestway Road Phase III Project**
- **Las Cruces Apodaca Area Plan**
- **El Paso County Parks System Master Plan**



KNOWLEDGE OF AND COMPLIANCE WITH STATE AND LOCAL LAWS.

Michael has worked in Nassau County for over 20 years. He and his team are well-versed in the County's requirements and ordinances. Clear communication with the County and permitting agency staff is vitally important for the success of any project. Whether, local, state or federal, we approach regulatory agencies as important stakeholders in every project over which they have jurisdiction.

Our team will refer to the *FDOT Standard Plans*, *FDOT Design Manual (FDM)*, *FDOT Structures Manual*, *Standard Specifications for Road and Bridge Construction*, and the *Florida Green Book* regarding roadway and bridge design. Water and sewer design are mainly governed by Florida Administrative Codes (FAC) 62-555 and 62-504, respectively, along with the standards of JEA, NAU, or the municipalities within Nassau County. The state stormwater requirements are governed by 62-330 FAC. For wetland impacts, the State 404 program will be referenced - and is the delegation of authority by the Army Corps of Engineers to the state administration. Halff has the knowledge and experience to operate any project in Nassau County, accounting for all regulatory factors that may affect the job.

TAB 4: PROJECT UNDERSTANDING, APPROACH, AND SCHEDULE



TAB 4

TAB 4: PROJECT UNDERSTANDING, APPROACH, AND SCHEDULE

Project Coordination: One of our top priorities is to effectively communicate with Nassau County staff and their assigned Project Manager for each task assignment requested through this contract. To this end, Michael Coffey, PhD, PE, LEED AP, will serve as your single point of contact and Halff staff coordinator. The key project team personnel identified have worked together on past local area projects and are confident in each other's abilities. With the number of professionals and support staff that could be working simultaneously on various assignments, coordination, and communication among these individuals is critical. The Halff effective communication plan includes the following:

- **Internal Communication Plan.** Our plan consists of conducting biweekly meetings with our staff to discuss the status of task assignments, upcoming tasks, ongoing efforts, and design challenges encountered during that work period. Meeting minutes will be produced and distributed to the team members to verify everyone is aware of their respective action items moving forward. All design modifications will be communicated to the Nassau County Project Manager to make certain project status is understood.
- **External Communication Plan.** Halff has developed strong relationships with major stakeholders and jurisdictions in Northeast Florida. Those relationships allow us to clearly communicate with numerous agencies to verify our projects are successfully completed. This includes counties, cities, all utility agency owners (UAOs), St. Johns River Water Management District, U.S. Army Corps of Engineers, Florida Department of Environmental Protection, and Florida Department of Transportation. When coordinating with these entities, we have developed clear communication channels and trust that allows greater facilitation of task assignments.
- **Construction Coordination Plan.** Halff understands the importance of coordination with the local construction operations staff, the awarded contractor, and the CEI professionals on the project. We have seen many of our projects successfully through construction and we are committed to providing prompt and thorough coordination to the County and the contractor for any construction issues encountered.



Current Halff Project: Nassau County
Amelia Island, FL | Orange Avenue Multi-Use Trail

TAB 4: PROJECT UNDERSTANDING, APPROACH, AND SCHEDULE



Downtown Streetscaping, Traffic Calming, Water/Sewer/Stormwater Replacements | City of Mount Dora, FL

Project Specific Team Organization: Halff is committed to providing Nassau County with the highest level of customer service possible on this contract. We recognize that this can only be accomplished through exemplary contract administration, proactive management of issues and resources, close coordination between our team and County staff and efficient execution of a high-quality work product for each assignment. Our approach to management of this contract is based on significant experience on similar contracts and will include:

- Designating an experienced Contract Manager who will serve as a single point of contact for the Halff team and the County. Michael Coffey, PhD, PE, LEED AP, has the authority and expertise to resolve all contractual and technical issues. He can quickly assess the availability of resources and select the specific staff necessary to expedite any project assignment.
- Selecting a project team, tailored to the specific needs of each project assignment, with a specific project manager in charge who will manage all aspects of the project, including the day-to-day tasks, and will establish that the project assignment stays on schedule.
- Developing detailed project schedules for each assignment and assigning appropriate resources to each individual task. All project assignment schedules will be “linked” electronically to provide the Project Manager with an overview of resource assignments and an opportunity for reassigning staff as necessary to meet deadlines, on a weekly basis.
- Verifying high quality design and plan documents through implementation of a rigid quality control process that is tailored to each project assignment, thoroughly documented and closely monitored by Halff QA/QC managers.

The full Halff team is highly qualified and experienced with projects similar in nature to those anticipated for this contract. With nearly 40 ongoing continuing services contracts we are familiar with the types of task assignments and the challenges they can bring. The Halff team staffing plan for this project is illustrated in the project organization chart located on page 4.

TAB 4: PROJECT UNDERSTANDING, APPROACH, AND SCHEDULE

Approach Summary: In structuring our project team, we combine technical experience with effective management to complement the needs of the County. Dr. Michael Coffey will serve as the contract manager and the primary point of contact between the County and Halff. It is his responsibility to meet with County stakeholders to develop the scope associated with any task and to identify the Halff resources necessary to meet the County's goals and schedule. Halff's primary focus is to deliver exceptional value to our clients through performance. From the client's perspective, that value is based on the ideal balance of project functionality and cost.

We have a deep understanding of our client's goals and objectives so that we deliver exceptional value with cost-effective solutions to design challenges. Halff achieves excellence through technical competence, technological resources, innovation, and creativity, combined with attentive project management.

No less important is Halff's emphasis on ethical professional conduct and protection of health, safety, and welfare of the public. Many years of experience have taught us that plans go wrong from a lack of attention or lack of data or advice to shape detailed design. Doing things right the first time technically and ethically, is the core of our practice methodology. Our approach will include the following at a minimum:

- **Pre-contract Meeting.** Meet directly with County staff to fully communicate the desired project outcome. This includes on-site reviews and preliminary data collection.
- **Prepare Detailed Scope of Work, Schedule, and Fee.** Emphasis will be placed on developing a comprehensive and clear Scope of Work that will also serve as the Project Work Plan.
- **Scope and Fee Modification.** Modify the scope and fee as necessary to meet the goals and requirements of Nassau County.
- **Notice to Proceed and Project Kickoff Meeting.** As soon as the Scope of Work has been refined and the appropriate fee has been identified, the County will prepare the task assignment documents and issue a Notice to Proceed for the work. At this point, a project kickoff meeting will be scheduled and conducted with the project team.
- **Progress Meetings.** Regular and routine communications with the County Project Manager

and Halff team are critical to the success of every project. Meeting notes will be documented.

- **Review Existing Documents.** Halff will acquire all existing documents relevant to the project. This will provide critical project context inform the proposed design.
- **Site Visit.** Every project will include site visits to verify complete project understanding is accomplished. We will "put boots on the ground" to gain the lay of the land and sense of the project.
- **Prepare Draft Design.** The Draft Design Plan will include a detailed inventory of existing information including physical and natural characteristics of the project area; comprehensive graphics identifying specific project elements; summary of recent planning efforts; economic development opportunities; environmental constraints; preliminary implementation schedule; and other relevant information.
- **Public Information Plan.** A detailed Public Information Plan will be prepared for approval and efficiently implemented, if needed.
- **Permitting and Final Design.** Upon approval by the County, the design will be refined, permitted through the necessary agencies, and finalized for construction documents.



Construction Engineering Inspection | Florida Team

TAB 4: PROJECT UNDERSTANDING, APPROACH, AND SCHEDULE

Quality Control and Assurance

At Halff, implementing a quality review process is an essential component of our workflow. We have established a tool box of quality control best practices and lessons learned that have evolved from our firm’s lengthy history of serving public clients and delivering excellence and exceptional value. Our Quality Management Program is founded on a commitment to achieve consistent performance through continuous improvement as well as the delivery of quality work that is on schedule and within budget.



Halff’s Quality Management philosophy involves senior experienced personnel in quality assurance/quality control (QA/QC) activities. Prior to final delivery, all products will go through a complete independent technical review for conformance to the County’s requirements. **Throughout a project’s duration, we will conduct quality reviews and propose actions for resolution of any project issues. Communication throughout each phase will be the key to implementing the quality control procedures.**

Examples of how communication will serve to implement the quality procedures include:

- **Team Meetings:** Meetings with the team and the County will be held to monitor progress and to address outstanding issues. These meetings minimize surprises and help to verify the team is addressing critical issues. Minutes will be kept of the meetings and will be distributed to all parties, with a summary of the item discussed, proposed action, and responsible party.
- **Peer Review:** As part of the development of the schedule, peer review points will be built into the schedule prior to all submittal points. These formal review periods are in addition to ongoing “over the shoulder” reviews.
- **Quality Control Documentation:** Peer review comments will be documented, evaluated and incorporated. All reports and other documents that are reviewed will be signed and dated by the reviewer and filed for future reference by the County.

Duane Booth, PE, QA/QC Manager, has been identified in the organization chart to manage the quality control review of the team’s deliverables. During planning quality control will focus on document integrity, accuracy, coordination between disciplines, and compliance with jurisdictional codes and ordinance requirements.



Pensacola Bay Bridge & 17th Avenue Roundabout

Developing Cost Estimates

Efficient and thorough execution of all project assignments by our qualified, experienced, and client-focused team will present the greatest cost saving for the County. In addition, our project approach identifies a significant number of specific costs saving elements as follows:

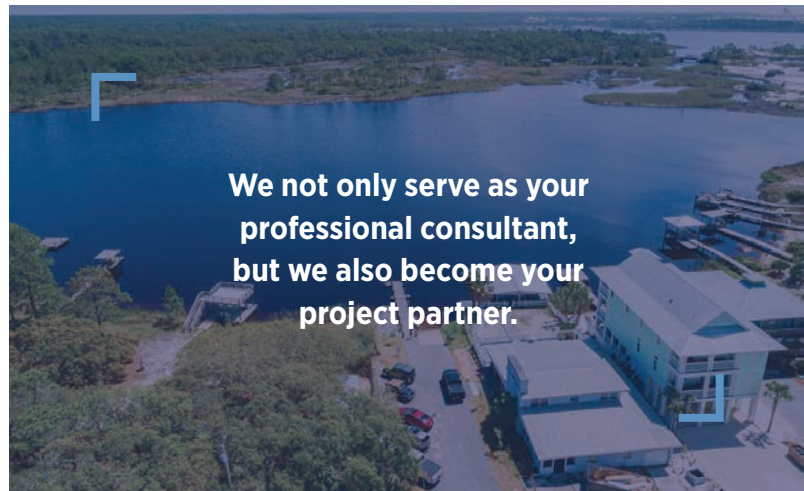
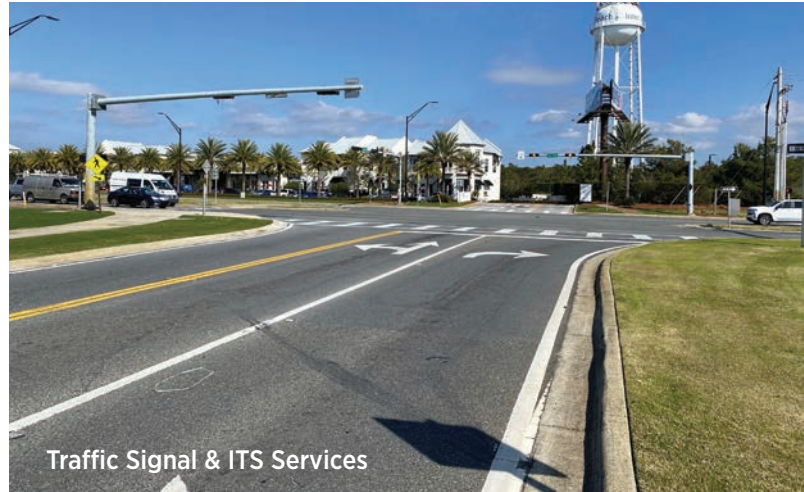
1. Experienced Project Manager with immediate access to qualified professional support.
2. Project initiation conducted at no cost to the County.
3. Single point of contact for all assignments.
4. Clearly defined scope of work and carefully programmed fees.
5. Cost/benefit analysis (value engineering) will be completed on all tasks to reduce overall construction costs.
6. Utilization of a secure project website for the distribution of documents to reduce expenses.
7. Commitment to quality control reviews.

Probable Estimates & Construction Budgets

Our systematic approach to developing an opinion of probable construction cost (OPCC) is a fundamental benefit to Nassau County. We routinely develop OPCCs that approach the median of bids received on design projects. Our structured approach and intensive QC process sees that our estimated quantities and bid items are accurate, concise, and verifiable. Our ability to track cost changes occurring in the architectural and engineering industry is focused, with a clear understanding of the global impacts and changes occurring in the marketplace at any given time.

We work with many continuing services contracts and understand that project assignments may be listed within the County's Capital Improvements Program (CIP) or on special assignments with stringent deadlines via the County Commission.

Our professional services support a wide variety of public sector clients. It is our desire to provide services in a quality manner that are recognized as an asset to your project. We take pride in long-term repeat clients and recognize that it is the mainstay of our firm's longevity.



The following provides a list of existing similar public continuing service contracts.

TAB 4: PROJECT UNDERSTANDING, APPROACH, AND SCHEDULE

HALFF CONTINUING CONTRACTS FOR ENGINEERING SERVICES

BAY COUNTY	2000 to Present	CITY OF CLERMONT	2009 to Present
CITY OF NEW PORT RICHEY	2003 to Present	CITY OF EDGEWATER	2019 to Present
CITY OF ST. PETE BEACH	2017 to Present	CITY OF EUSTIS	2011 to Present
CITY OF TALLAHASSEE	2010 to Present	CITY OF FRUITLAND PARK	2008 to Present
CITY OF TALLAHASSEE UTILITIES	2010 to Present	CITY OF GROVELAND	2017 to Present
CITY OF TREASURE ISLAND	2019 to Present	CITY OF LEESBURG	2018 to Present
FLORIDA A&M UNIVERSITY (FAMU)	2009 to Present	CITY OF MASCOTTE	2003 to Present
FLORIDA FISH & WILDLIFE CONSERVATION	2018 to Present	CITY OF MOUNT DORA	1992 to Present
FLORIDA DEPARTMENT OF PARKS	2003 to Present	CITY OF TAVARES	1988 to Present
FLORIDA DEPARTMENT OF TRANSPORTATION - DISTRICT 3	2012 to Present	CITY OF UMATILLA	2007 to Present
FLORIDA HOUSING FINANCE CORP.	2018 to Present	CITY OF WILDWOOD	2019 to Present
FLORIDA STATE UNIVERSITY	2016 to Present	FLORIDA GOVERNMENTAL UTILITY AUTHORITY (FGUA)	2017 to Present
HILLSBOROUGH COUNTY SCHOOLS	2010 to Present	GAINESVILLE REGIONAL UTILITIES (GRU)	2018 to Present
LEON COUNTY PUBLIC WORKS	2011 to Present	LAKE COUNTY	2009 to Present
OKALOOSA COUNTY	2014 to Present	LAKE COUNTY SCHOOL BOARD	2009 to Present
WALTON COUNTY	2001 to Present	LAKE COUNTY WATER AUTHORITY	2009 to Present
THE VILLAGES	2020 to Present	TOWN OF HOWEY-IN-THE-HILLS	2013 to Present
CITY OF DELTONA	2020 to Present	TOWN OF MONTVERDE	2017 to Present

“ I would like to express my appreciation to Halff for your enthusiasm, professionalism, and your ability to adhere to project schedules and budgets. ”

Brett Warner, City of St. Pete Beach

UNDERSTANDING OF COUNTY NEEDS & SCOPE OF SERVICES REQUIRED

Transportation/Traffic Engineering & Planning Services



The transportation planning and traffic engineering experience of the Halff team ranges from minor intersections to major corridors. It also includes the planning, analysis, and design for a wide variety of facilities including residential streets, arterials, and freeways. Halff offers Nassau County considerable experience with successful transportation projects that will be applied to all tasks entrusted to our team throughout this contract.

Roadway Design

The Halff team has been successfully completing roadway projects in Florida for more than three decades. Our experienced staff of engineers, designers, and technicians stand ready to provide exceptional services to Nassau County with a priority of quality designs completed on time and within budget. Mark Llewellyn Jr, PE, will lead the team with more than 19 years of roadway experience.



Transportation Planning Studies & Modeling

Halff is an industry leader in pedestrian multi-modal planning and design. Our vast experience over the past decade includes planning and designing more than 100 miles of bike and pedestrian trails and more than 50 major signature and destination parks, many of which included community branding and wayfinding. Our collaborative and innovative process will be specifically tailored for Nassau County. Gary Phillips, AICP, will lead the team with more than 34 years of experience.



Signal Design/Signing/ITS/Traffic Safety

Having a full-service ITS team, Halff team offers the Nassau County an unmatched understanding of local intersection/signalization improvement services and diversity of abilities. Holt Jones Jr, PE, will lead the efforts for these types of projects and brings a wide range of experience working on city, county, and FDOT projects.



Civil Engineering



Halff is a multi-discipline civil engineering firm with a long history of transforming communities with its expertise in transportation, land and site development, public works, ITS, community planning, and landscape architecture. Halff offers these and additional services, led by Michael Coffey, PhD, PE, LEED AP, and his 26 years of experience.

Recreational Facilities

Halff takes pride in creating gorgeous designs and plans that provide unique moments of discovery. We take time to walk and experience the unique qualities of each site at the beginning of our design process to inspire extraordinary results. Our true reward comes when the successful projects that we have planned or designed open to the public, allowing users to enjoy the parks, trails, and open spaces in their communities as envisioned in their dreams. Dustin Felix, PLA, will lead the team with more than 18 years of improving lives and communities by turning ideas into reality.



Architecture

Halff's team has a long history of successfully completing public facility projects including fire stations, operation centers, traffic management centers, recreation facility restrooms and clubhouses, maintenance facilities, and courthouses. This work has included all aspects of planning, design, permitting and construction of the facilities. Rob Smedley, AIA, DBIA, NCARB, will lead the team with more than 37 years in public facility work.



Stormwater Design & Analysis

Halff is a leader in stormwater engineering, including modeling, planning, and design.

Our extensive experience in Northeast Florida's inland and coastal areas, including numerous flood mitigation projects, will be utilized by Cody Smith, PE, our stormwater lead for this project. Cody has worked with all of the water management districts in Florida and is well-versed with 62-330 FAC.



TAB 4: PROJECT UNDERSTANDING, APPROACH, AND SCHEDULE

Building Engineering & Lighting



Jose Delgado, PE, RCDD, LEED AP, will spearhead all building engineering & lighting design necessary for permitting. Halff brings its team of architects and MEP engineers ready for planning, design, and construction administration of buildings. Emphasizing building use and the human response to their surroundings, our team will apply creative thought to the planning of spaces for beauty, comfort, and efficiency. In addition to architecture, the Halff team brings MEP engineers to properly design systems that cool and heat our air, and provide water and wastewater systems and lighting, electric and electronic systems to buildings. Our LEED-accredited staff can provide energy and environmentally sustainable buildings to fit your needs.

Environmental



Drew Sanders will lead our team's ecologists and biologists that have extensive experience and are knowledgeable in the identification and ability to avoid or minimize impacts to any protected features such as listed species and wetlands. The team's early knowledge of any natural constraints will make sure that unnecessary delays and complicated permitting issues are avoided.

Public Engagement & Involvement



Halff has established an excellent reputation for informing the public of project status through carefully prepared presentations, website documentation, newsletters, and spoken communication. Halff approaches meetings of this type with the understanding that they should improve the community's sense of ownership in a project and therefore confirm its future success. We routinely provide professional renderings, exhibits, and drone videos for use in public meetings to help convey the story of a proposed project. Lara Diettrich will successfully lead this task as she brings 22 years of experience successfully educating stakeholders and the public.

CEI Services



Halff has a long and successful history of providing CEI services in Northeast Florida. Our experienced inspectors, administrators, and management personnel can be called upon again to bring projects under this contract to fruition. Halff will provide the staff needed for constructibility reviews, bid assistance, and contractor evaluations under the direction of Michael Holm, PE.

Innovative Technologies



Halff has extensive experience with developing custom GIS solutions to meet specific needs, plus the capability to deliver those solutions within a hosted environment. Halff brings over 36 years of GIS experience and a wide range of resources including AutoCAD Civil 3D, Microstation, Revit, ArchGIS to help fully develop the County's vision - allowing for more effective public buy in and early conflict detection.

Structural Engineering Services



A variety of miscellaneous structural engineering services may be necessary for the many task assignments anticipated on Nassau County's general engineering services contract. Cameron Vester, PE, brings 12 years of structural experience to help successfully lead this task. He has designed and managed various projects including industrial, commercial, municipal, bridge, landscape and civil structures throughout the country.

Geospatial and Surveying Services



Halff is a leading provider of high-quality, innovative and comprehensive land surveying. Halff provides a full array of surveying and mapping services using the most current national, state, local and ALTA/ACSM standards. Scot Carpenter will spearhead all survey field and office work necessary for design and permitting.

TAB 5: REFERENCES



TAB 5

TAB 5: REFERENCES

CITY OF MOUNT DORA CONTINUING SERVICES | MOUNT DORA, FL

CLIENT

City of Mount Dora
Paul Lahr, PE
lahrp@ci.mount-dora.fl.us
(352) 735-7155
900 North Donnelly Street
Mount Dora, FL 32757

SERVICES PROVIDED

Civil and Utility Engineer

PERFORMANCE PERIOD

Various

TOTAL CONTRACT VALUE

Design: Various
Construction: Various

PROJECT DESCRIPTION

Halff has been the continuing services provider to the City since 2006 and has executed a wide variety of engineering projects including utility, streetscapes, stormwater improvements and master planning. Notable tasks completed for the City of Mount Dora include the following:

Downtown Streetscape Improvements - Halff assisted the City of Mount Dora and the City's Downtown CRA Advisory Board to create a Downtown Streetscape Master Plan for the City's commercial core. Halff provided the streetscape design which incorporated beautification with traffic calming, ADA compliancy, on-street parking and a redesign of Child's Park. The project also included design and permitting of replacements to the existing water, sewer and stormwater systems. Halff also provided survey services, coordination with the City's CMAR and project construction management.

Eastern Service Area WTP - The scope of work included preliminary and final design, preparation of construction plans, permitting and construction management for a new 4.0 MGD water treatment plant with an ultimate capacity of 7.00 MGD. Additionally, the project included design, permitting and construction management services for approximately three miles of 16" capital water line to serve the areas surrounding the facility. The plant design consisted of the following major components: two 16" Floridan Aquifer wells, two 2,000 gpm potable water well pumps, 1,000,000-gallon ground storage tank with cascade tray aerator, three VFD-controlled high service pumps with a capacity of 2,000 gpm each, electrical and controls, 700 kW diesel powered emergency generator and transfer switch, liquid pre- and post-chlorination facilities, iron sequestration feed system, and a high service pump building equipped with photovoltaic solar cells.

SR 46 Utility Extension - The scope of the project included design, permitting, bidding and construction administration for the installation of new water, reclaimed water and wastewater improvements within the proposed FDOT right-of-way on the north side of SR46, within the limits of the future Wekiva Parkway. Permitting occurred through the FDOT and the Florida Department of Environmental Protection. Due to the fact that the work spans two separate FDOT projects along the SR46 corridor, two separate FDOT utility permits were submitted.

Water and Wastewater Master Plan & GIS Mapping - Halff analyzed the existing infrastructure, developed 20-year population and flow projections, and prepared a new capital wastewater line map and capital reclaimed water line map. Recommended WTP and WWTP capacity expansions and supplemental reclaimed water supply options were evaluated. The scope of the GIS mapping project includes the conversion of paper files, scanned drawings, as-builts, AutoCAD file and other source data into GIS format for the City's reclaimed water system. The Halff team is migrating existing MicroStation and CADD files that contain water and wastewater infrastructure into an ESRI GIS database and formatting it so it is compatible with the City's GIS data model. Data conversion of all available sources records are being digitized into an ArcGIS geodatabase using the City's GIS data model.





**CITY OF
MOUNT
DORA**

PUBLIC WORKS AND UTILITIES

City Hall
510 N. Baker St.
Mount Dora, FL 32757

Office of the City Manager
352-735-7126
Fax: 352-383-4801

Customer Service
352-735-7105
Fax: 352-735-2892

Finance Department
352-735-7118
Fax: 352-735-1406

Human Resources
352-735-7106
Fax: 352-735-9457

Planning and Development
352-735-7112
Fax: 352-735-7191

City Hall Annex
900 N. Donnelly St.
Mount Dora, FL 32757

Electric Utility Department
352-735-7151
Fax: 352-735-1539

Environmental & Public Works
352-735-7151
Fax: 352-735-1539

Parks and Recreation
352-735-7183
Fax: 352-735-3681

Utilities and Plant Operations
352-735-7151
Fax: 352-735-1539

Public Safety Complex
1300 N. Donnelly St.
Mount Dora, FL 32757

Police Department
352-735-7130
Fax: 352-383-4623

Fire Department
352-735-7140
Fax: 352-383-0881
Fax: 352-735-1539

W. T. Bland Public Library
1995 N. Donnelly St.
Mount Dora, FL 32757
352-735-7180
Fax: 352-735-0074

Website:
www.cityofmoundora.com

February 11, 2021

Robert A. Ern, Jr., P.E.
Vice President
Director of Water and Wastewater
BESH Halff
902 N. Sinclair Avenue
Tavares, Florida 32778

Re: Recommendation Letter

Dear Mr. Ern:

I have worked with you and your company for fifteen years as the City Engineer of Mount Dora. You and your staff have been extremely professional and helpful providing engineering solutions to some of the City's most vexing issues.

Currently the City is constructing a master lift station on Round Lake Road funded by a Department of Economic Opportunity Grant. BESH Halff did all the design work for the \$2 million dollar project. The project is proceeding smoothly and no major issues have arisen.

In 2019, BESH Halff was requested to design an interconnect reclaim pipe between the City of Mount Dora and the City of Apopka. The project was challenging, but your firm performed admirably. Several funding agencies were involved which further complicated the project.

In 2017, the City planned to expand utility service along SR 46 and along Round Lake Road. The project was roughly \$4 million dollars and your firm did the design and assisted with the management of the construction under a tight timetable due to the FDOT's imminent widening of the road. The project was completed successfully on time.

In 2013, the City needed to construct an additional 4 MGD water plant on the eastern portion of our Utility Service Area. During the design process, you and your firm provided excellent guidance on the best layout of the plant. In addition, you solicited input from City staff and incorporated those ideas into the design when feasible. Your firm put together a great team including the architect, electrical engineer, telemetry specialist and landscape architect which showcased a complete overall design of the water plant site.

During the construction of the water plant, your firm's attention to detail and the management of the contractor, McMahan Construction was truly outstanding. The project went very smoothly and the plant is operating very efficiently.

Over the years, BESH Halff has provided outstanding professional engineering services and I have been extremely happy with your work. Our professional relationship would not have lasted these past 15 years if that were not the situation. BESH Halff continues to be an innovative firm that provides practical solutions to difficult problems.

Paul M. Lahr, P.E.
City Engineer

CITY OF CLERMONT CONTINUING SERVICES | CLERMONT, FL

CLIENT

City of Clermont
Stoney Brunson
sbrunson@clermontfl.org
3335 Hancock Road
Clermont, FL 34711
(352) 394-7177

SERVICES PROVIDED

Civil Engineering, Survey, Stormwater Management, Drainage Planning, Stormwater Drainage Design, Building Inspection, Utility Design, Permitting, Right of Way, Bidding Documents and Assistance, Construction Administration, Project Coordination

PERFORMANCE PERIOD

Various

TOTAL CONTRACT VALUE

Design: Various
Construction: Various

PROJECT DESCRIPTION

Halff has been a continuing engineering services provider to the City of Clermont since 2009. Notable tasks completed for the City of Clermont include the following:

CDBG Road and Stormwater Improvement Plans – Halff provided civil engineering and surveying services for a variety of stormwater improvements for five roadways that connected perpendicularly to a very steep graded road with no inlets and broken, or missing, curbing which created washouts and minor street flooding. Design was based on approved CDBG Drainage plans and included 3,400 LF of road and stormwater drainage design improvements, new ADA compliant sidewalks and a redesigned road section that tied into a storm collection system that takes water to a permitted pond at the bottom of the hill. Project included the removal of 2,000 LF of 2” watermain and replacing with 6” watermain. This project was constructed and placed into operation just prior to Hurricane Irma and it functioned flawlessly.

Inspection and Plans Review Services – Halff provided continuing commercial and residential building inspection and plans review services for the Development Service Department.

Johns Lake Road Reuse – The purpose of the project was to design and permit approximately 7,250 LF of 12” reclaimed water line. Halff provided a route survey and underground utility locates, engineering design, permitting with FDEP and Lake County right of way, construction bid documents, bidding assistance and construction administration.

Downtown Streetscape Phase 1 - Halff provided survey, engineering design, project coordination and construction management services for the City of Clermont’s Downtown Master Plan project. The purpose of the Streetscape Phase I project was to design an “event streets” roadway for Osceola Avenue. Design elements included improved parking and walkability, a designated meeting area, beautification with landscaping and pavers - which also offer traffic calming and improved safety for the increased pedestrian and cyclist traffic. The project included adjustments to the stormwater collection system, potable water, and sanitary sewer system, new landscaping and hardscapes, event electrical power and lighting, incorporation of the Legacy Loop bike trail into the downtown district which improved cycling and walkability in that area.





Stoney Brunson
Public Services Director

352-394-7177 X 6610
sbrunson@clermontfl.org

February 5, 2021

Mr. Duane Booth
Vice President
Operations Manager
BESH Halff
902 North Sinclair Avenue
Tavares, FL 32778

Dear Mr. Booth:

I take great pride in acknowledging the excellent work BESH Halff has done for the City of Clermont over the past twelve (12) years. Everyone associated with BESH Halff is extremely professional and a pleasure to work with. Your firm has been associated with the City of Clermont throughout our continued growth, and you have been a major player in ensuring our projects run smoothly and on schedule.

We enjoy working with everyone at BESH Halff and appreciate your support. We look forward to many more years of working with your company.

I am sure everyone at the City of Clermont would highly recommend BESH Halff to any private or government agency that is in need of your services.

Sincerely,

A handwritten signature in black ink that reads 'Stoney Brunson'.

Stoney Brunson
Public Services Director

400 12th Street • Clermont, FL 34711 • www.ClermontFL.gov

OKALOOSA COUNTY CONTINUING SERVICES | OKALOOSA, FL

CLIENT

Okaloosa County
Dr. Randy Showers, PE
rshowers@myokaloosa.com
302 North Wilson Street, Suite 203
Crestview, FL 32536
(850) 609-6181

SERVICES PROVIDED

ITS, Survey, Geotechnical,
Environmental, Utility Coordination,
FDOT Coordination, Roadway Design,
Signing and Pavement Marking
Design, Work Zone Traffic Control
Design, Opinion of Cost, Bidding
Services, and Permitting

PERFORMANCE PERIOD

Various

TOTAL CONTRACT VALUE

Design: Various
Construction: Various

PROJECT DESCRIPTION

Halff has had an existing continuing services contract with Okaloosa County, Florida, since 2005. As part of the continuing services contracts, Halff has completed a variety of tasks that may be required by this RFQ. Notable tasks completed for Okaloosa County include the following:

Okaloosa County Transportation Management Center (TMC) - Halff provided preliminary design documents for the new TMC. The new facility will contain a large video wall utilized to monitor live traffic conditions via existing CCTV camera throughout the county. Halff is currently working on the final design of the TMC to be attached to the existing Emergency Operations Center.

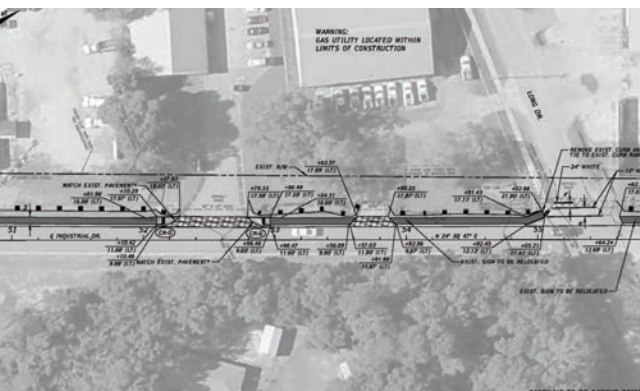
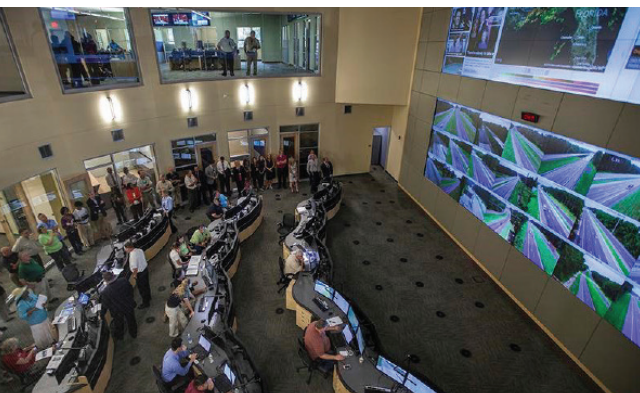
4th, 5th, and 6th Beach Park Development - Based upon our prior experience with park development for the County, Halff was commissioned to prepare construction documents for the 4th, 5th and 6th Beach Access Parks. The 1.4-acre sites are within the County owned and maintained right of way. Park amenities include restroom buildings, picnic shelters, asphalt parking, turtle friendly lighting, landscape enhancements, stormwater management systems, and pedestrian connectivity to the existing dune crossover boardwalk systems. (Construction cost: \$1.7 Million; Professional fees: \$109,780).

Industrial/Long/Commerce Drive Sidewalks - This project included the addition of a 5-foot concrete sidewalk along the southbound side of Industrial Drive, the westbound side of Long Drive, and the westbound side of Commerce Drive within the city limits of Crestview, Florida. The sidewalk was designed at a minimum of 2-feet from the edge of the existing roadways and included residential driveway improvements as well as minor drainage improvements throughout the project.

Stillwell Boulevard Sidewalk - Halff was involved with the addition of a 5-foot concrete sidewalk along the eastbound side of Stillwell Boulevard within the city limits of Crestview, Florida. The sidewalk was designed at a minimum of 2-feet from the edge of the Stillwell Boulevard and included residential driveway improvements throughout the project.

Emerald Coast Gateway Signage and Landscape - Contracted with Stokes Architectural, Inc. to provide signage architecture, structural engineering and lighting for placement of "Welcome to the Emerald Coast" signs within the medians of state highways. Two signs were proposed on US 98; one for gateway into Mary Ester and the other for the gateway into Destin. One additional sign was proposed on Highway 293 for the Destin gateway. In association with these gateway signs, the Client desired landscape and irrigation enhancements within the medians of the selected roadside areas. FDOT participated in the review and approval of the signage and funding of the landscape improvements. (\$35,695).

Roof Leak Remediation - Determine source of moisture intrusion through the existing roof gutter system. Prepare report of findings. (\$45,150).



Hiring Sites

We have implemented a new policy and require more information for existing and future hiring sites.

Number of Sites

1

[Edit Hiring Sites](#)

Company Access and MOU

My Company is Configured to:

Verify Its Own Employees

Manage and Verify Employees for Clients

Memorandum of Understanding

[View Current MOU](#)

[U.S. Department of Homeland Security](#) [U.S. Citizenship and Immigration Services](#)

[Accessibility](#) [Plug-ins](#) [Site Map](#) _



EXHIBIT "B"
SUBCONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that _____ (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: _____

REVISED
ATTACHMENT "H"
EXPERIENCE OF RESPONDER

The following questionnaire shall be answered by the RESPONDER for use in evaluating the RFQ.

- 1. FIRM NAME:** Halff Associates, Inc.

Address: 9995 Gateway North, Suite 200

City/State/Zip: Jacksonville, Florida 32246

Phone: (904) 730-9360 Email: mcoffey@halff.com

Name of primary contact responsible for work performance: Michael Coffey, PhD, PE, LEED AP

Phone: (904) 456-9802 Cell Phone: (904) 312-1636

Email: mcoffey@halff.com
- 2. INSURANCE:** N/A, this is a professional service contract. Please see page 58 for insurance certificate.

Surety Company: N/A

Agent Company: N/A Agent

Contact: N/A

Total Bonding Capacity: \$ N/A Value of Work Presently Bonded: \$ N/A
- 3. EXPERIENCE:**

Years in business: 73 years

Years in business under this name: 30 years

Years performing this type of work: 73 years

Value of work now under contract: \$963,212,582

Value of work in place last year: \$687,864,505 (contract value approved last year)

Percentage (%) of work usually self-performed: Varies per contract and RFQ requirements

Name of sub vendors you may use: N/A for this contract

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: X Yes ____ No

4. PERSONNEL

How many employees does your company employ: 1,419

Position/Category (List all)	Full-time	Part-time
All Employees	1,356	55
Please see page 59 for category breakdown of full-time employees		

5. WORK EXPERIENCE:

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

Reference #1:

Company/Agency Name: City of Mount Dora Continuing Services

Address: 900 North Donnelly Street Mount Dora, FL 32757

Contract Person: Paul Lahr, PE

Phone: (352) 735-7155 Email: lahrp@ci.mount-dora.fl.us

Project Description: Halff has been the continuing services provider to the City since 2006 and has executed a wide variety of engineering projects including utility, streetscapes, stormwater improvements and master planning.

Contract \$ Amount: Various

Date Completed: Various (Ongoing)

Reference #2:

Company/Agency Name: City of Clermont Continuing Services

Address: 3335 Hancock Road Clermont, FL 34711

Contract Person: Stoney Brunson

Phone: (352) 394-7177 Email: sbrunson@clermontfl.org

Project Description: Halff has been a continuing engineering services provider to the City of Clermont since 2009.

Contract \$ Amount: Various

Date Completed: Various (Ongoing)

Reference #3:

Company/Agency Name: Okaloosa County Continuing Services

Address: 302 North Wilson Street, Suite 203 Crestview, FL 32536

Contract Person: Dr. Randy Showers, PE

Phone: (850) 609-6181 Email: rshowers@myokaloosa.com

Project Description: Halff has had an existing continuing services contract with Okaloosa County, Florida since 2005. As part of the continuing services contracts, Halff has completed a variety of tasks that may be required by this RFQ.

Contract \$ Amount: Various (Ongoing)

Date Completed: Various (Ongoing)

REMINDER:

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

State of Florida Department of State

I certify from the records of this office that HALFF ASSOCIATES, INC. is a Texas corporation authorized to transact business in the State of Florida, qualified on November 6, 2018.

The document number of this corporation is F18000005458.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on January 11, 2022, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Eleventh day of January, 2022*

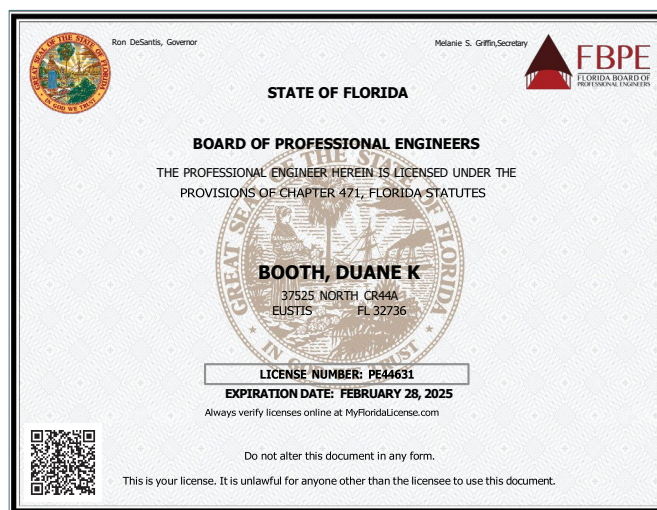
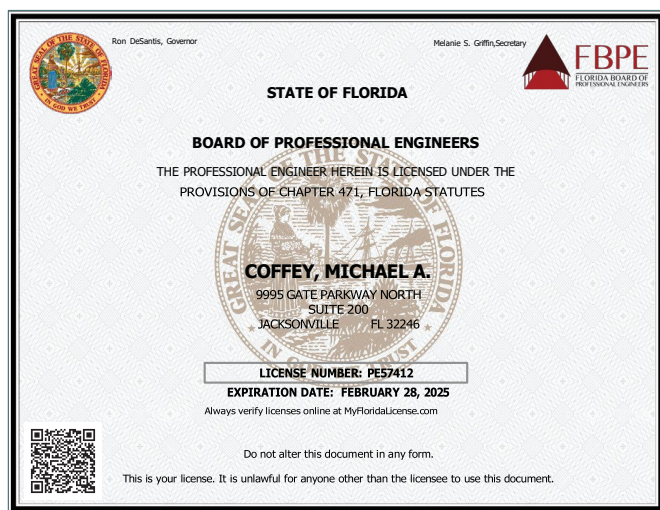


Ramona F. Bee
Secretary of State

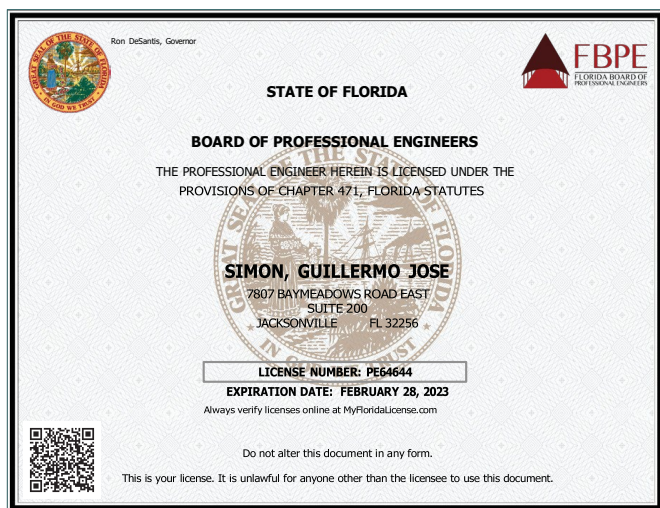
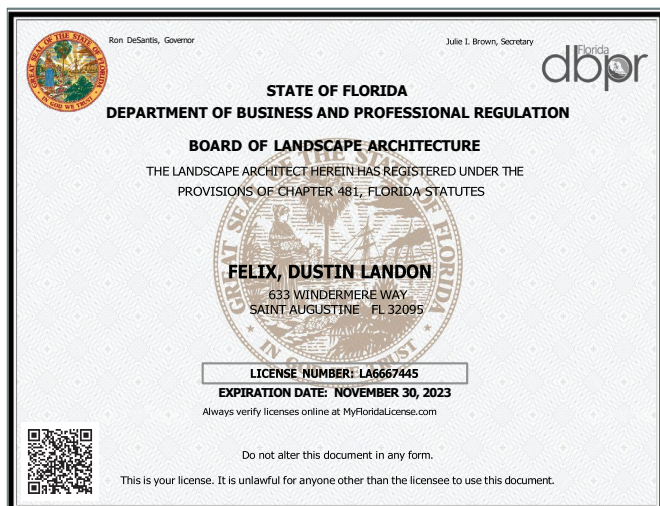
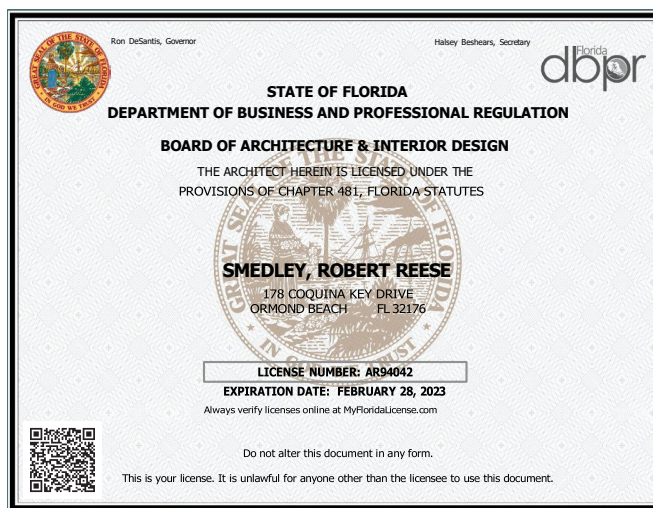
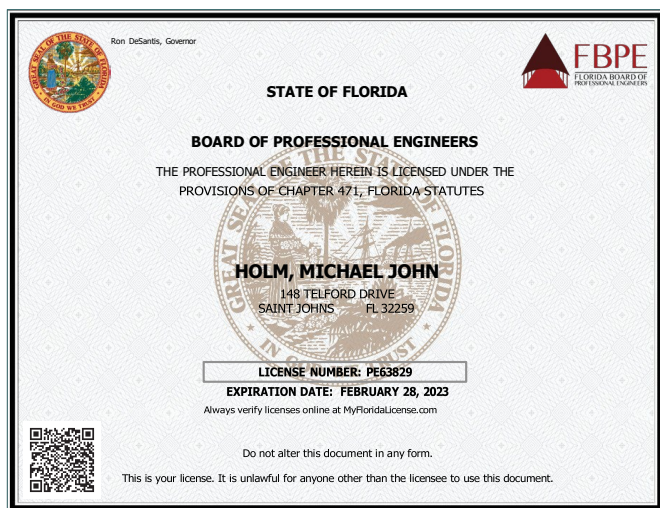
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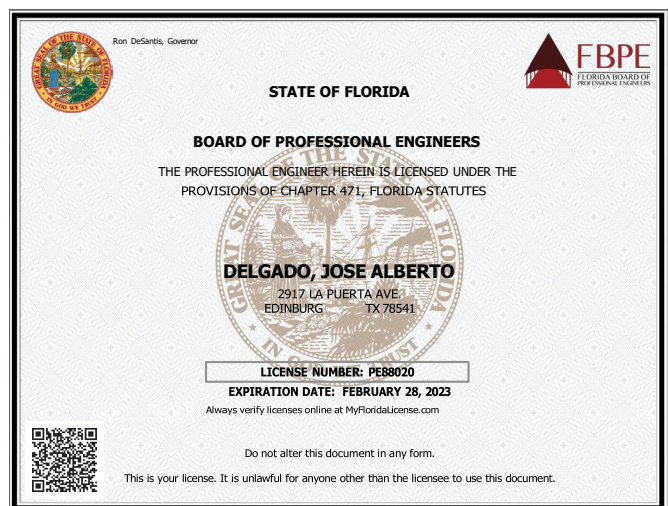
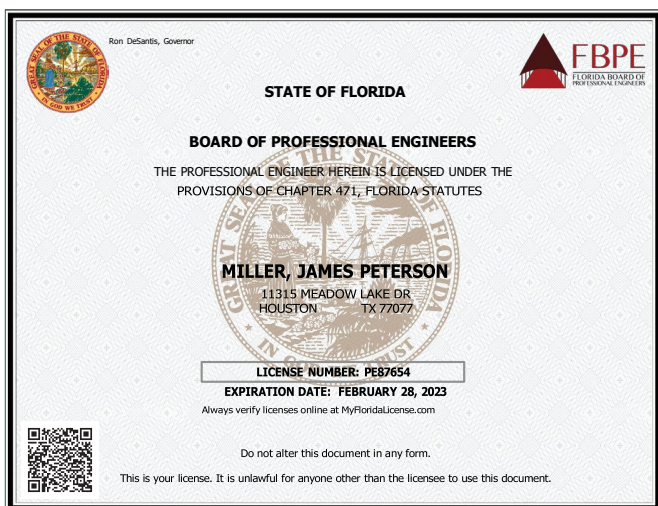
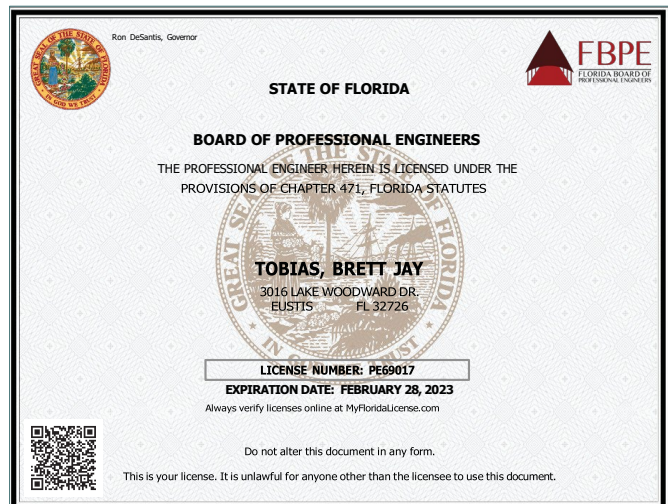
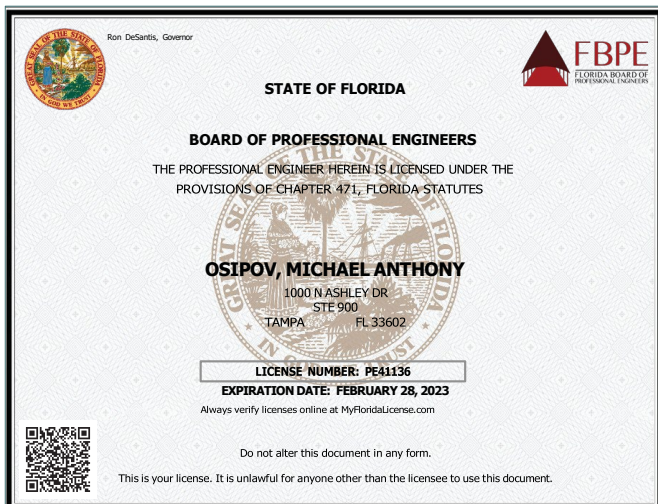
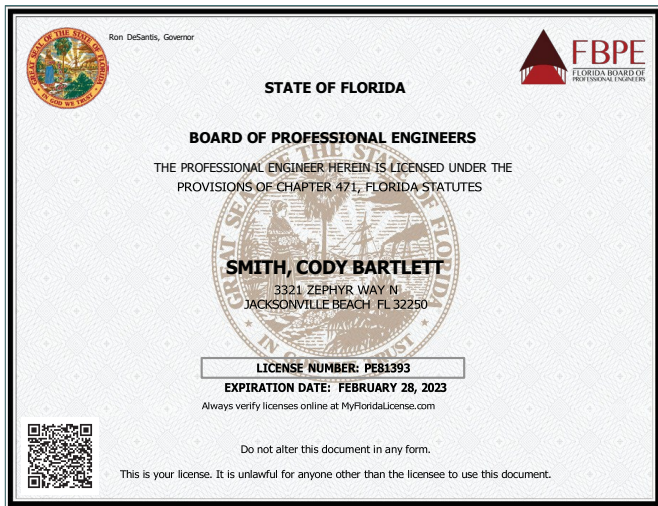
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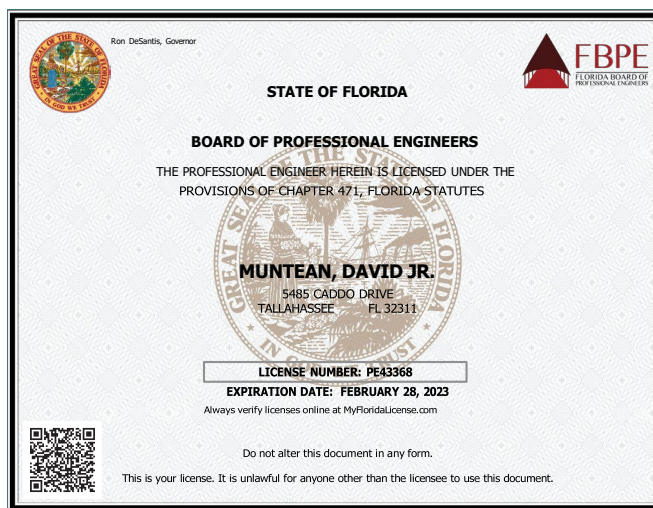
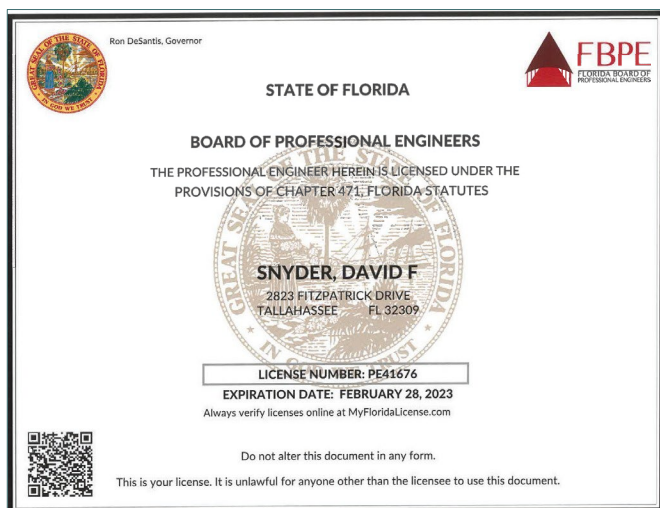
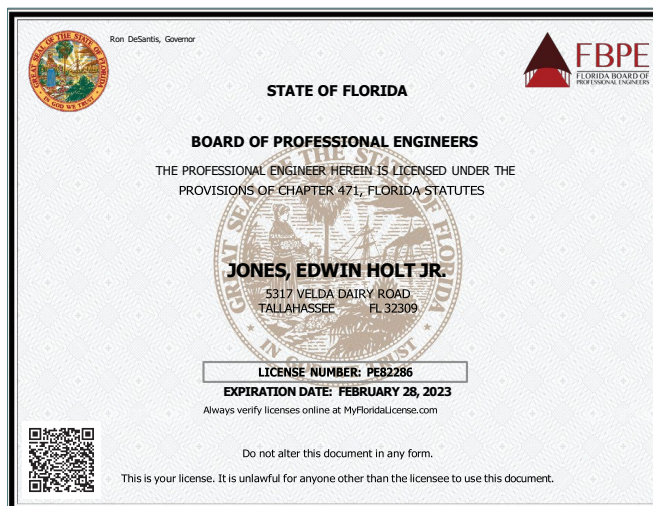
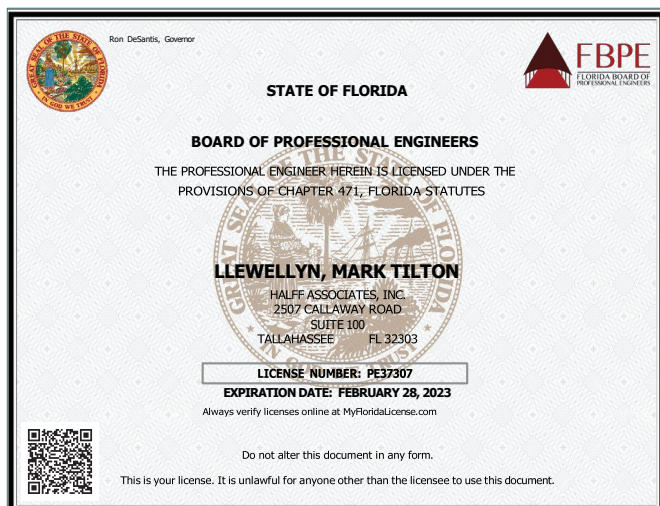
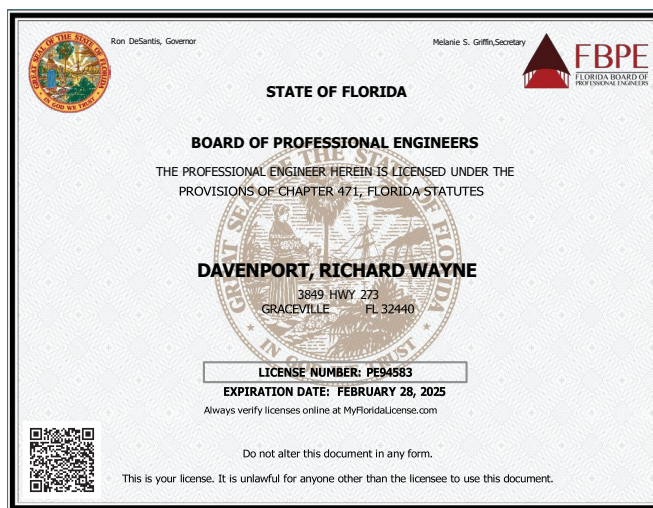
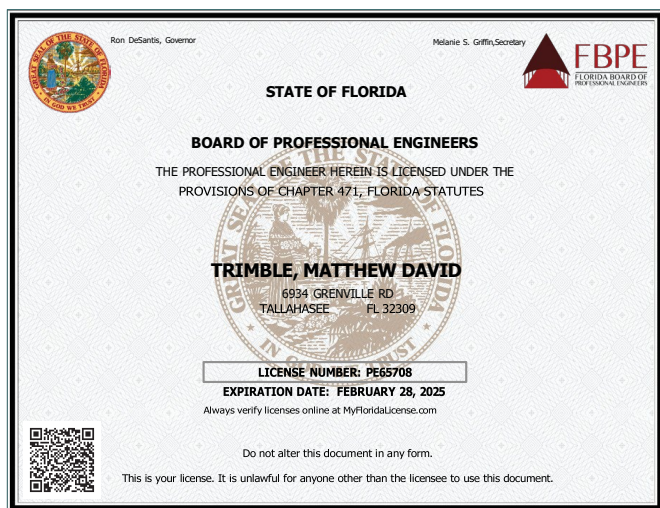


TAB 9: ATTACHMENTS/ADMINISTRATIVE INFORMATION

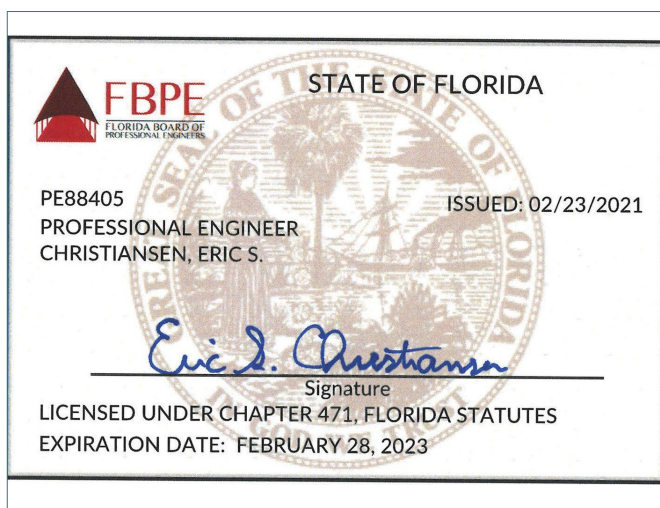
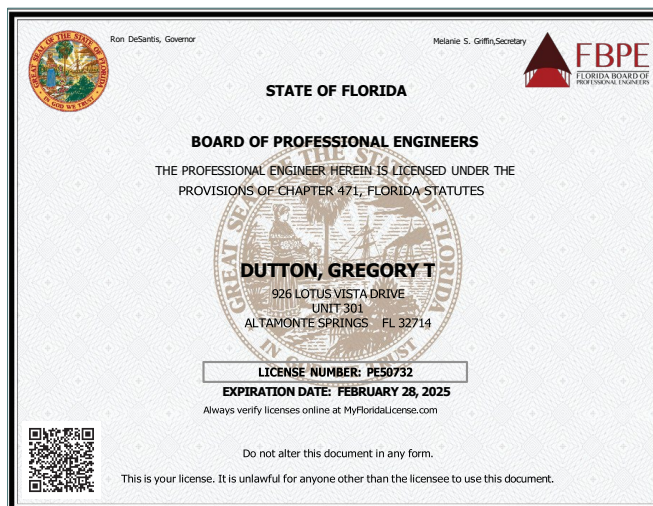
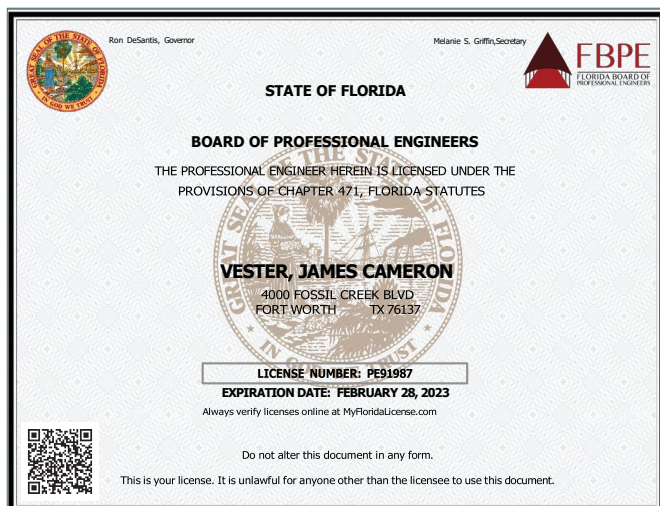
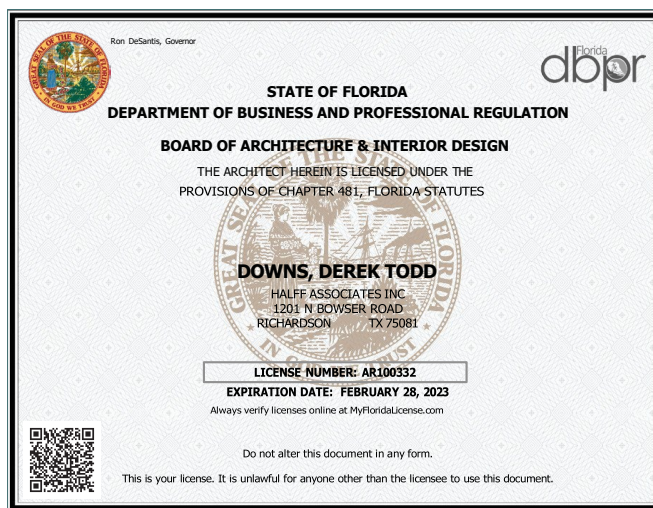
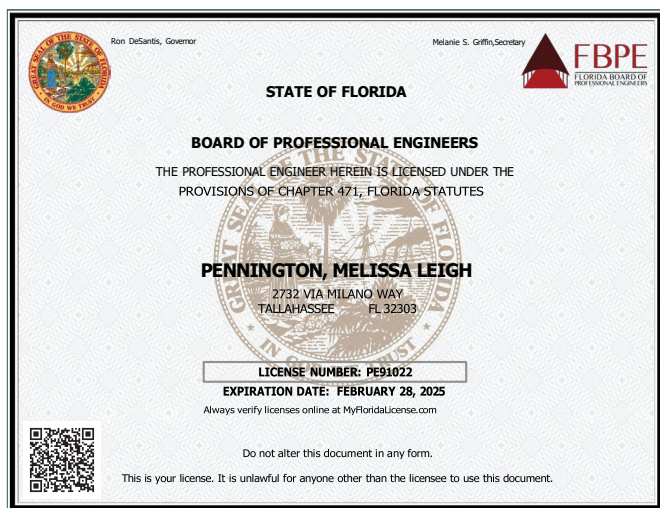


TAB 9: ATTACHMENTS/ADMINISTRATIVE INFORMATION





TAB 9: ATTACHMENTS/ADMINISTRATIVE INFORMATION



Client#: 98667

HALFASSO

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

7/19/2022

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022		CONTACT NAME: Rebecca Egan PHONE: 770-670-5355 FAX: (A/C, No, Ext): rebecca.egan@greyling.com (A/C, No): ADDRESS:															
INSURED Half Associates, Inc. 1201 N. Bowser Richardson, TX 75081		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : National Union Fire Ins. Co.</td> <td>19445</td> </tr> <tr> <td>INSURER B : The Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER C : New Hampshire Ins. Co.</td> <td>23841</td> </tr> <tr> <td>INSURER D : Allied World Surplus Lines Ins</td> <td>24319</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : National Union Fire Ins. Co.	19445	INSURER B : The Continental Insurance Company	35289	INSURER C : New Hampshire Ins. Co.	23841	INSURER D : Allied World Surplus Lines Ins	24319	INSURER E :		INSURER F :	
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INSURER F :																	

COVERAGES**CERTIFICATE NUMBER: 22-23****REVISION NUMBER:**

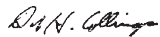
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> SUBJECT <input type="checkbox"/> LOC OTHER:			GL5856923	08/01/2022	08/01/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA5717893	08/01/2022	08/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			7034027549	08/01/2022	08/01/2023	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC014195843	08/01/2022	08/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liability incl. Pollution			03113813	08/01/2022	08/01/2023	Per Claim \$1,000,000 Aggregate \$2,000,000

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

When certificate holder is shown, that certificate holder can be named as an Additional Insured on a primary and non-contributory basis with respects to General Liability and Automobile Liability, as required by written contract. A waiver of subrogation also applies as required by written contract. Umbrella policy follows Auto and General Liability policies.

CERTIFICATE HOLDER**CANCELLATION**

Sample Certificate	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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ACORD 25 (2016/03) 1 of 1 The ACORD name and logo are registered marks of ACORD
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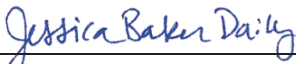
SBRU1



CONTINUING CONTRACT FOR PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES

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TAB 9: ATTACHMENTS/ADMINISTRATIVE INFORMATION

ARCHITECT-ENGINEER QUALIFICATIONS					1. SOLICITATION NUMBER (if any) NC23-009	
PART II – GENERAL QUALIFICATIONS <small>(If a firm has branch offices, complete for each specific branch office seeking work.)</small>						
2a. FIRM (OR BRANCH OFFICE) NAME Halff Associates, Inc.				3. YEAR ESTABLISHED 1950		4. UNIQUE ENTITY IDENTIFIER E9LRKBH7BJZ1
2b. STREET 7807 Baymeadows Road East Suite 200				5. OWNERSHIP a. TYPE Corporation		
2c. CITY Jacksonville		2d. STATE FL	2e. ZIP CODE 32256	b. SMALL BUSINESS STATUS Large Business		
6a. POINT OF CONTACT NAME AND TITLE Jessica Baker Daily, PE, CFM, PMP – Chief Marketing Director				7. NAME OF FIRM (If Block 2a is a Branch Office) Halff Associates, Inc.		
6b. TELEPHONE NUMBER (904) 730-9360		6c. E-MAIL ADDRESS jbaker@halff.com				
8a. FORMER FIRM NAME(S) (if any) Genesis Halff, Inc.				8b. YEAR ESTABLISHED 2019		8c. UNIQUE ENTITY IDENTIFIER
9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS		
a. Function Code	b. Discipline	C. No. of Employees		a. Profile Code	b. Experience	c. Revenue Index Number (see below)
		(1) FIRM	(2) BRANCH			
02	Administrative	170	3	A06	Airports; Terminals and Hangars; Freight Handling	3
06	Architect	17	2	B02	Bridges	5
08	CADD Technician	86	1	C10	Commercial Building; (low rise); Shopping Centers	8
10	Chemical Engineer	10		C12	Communications Systems; TV; Microwave	4
12	Civil Engineer	349	8	E02	Educational Facilities; Classrooms	5
14	Computer Programmer	34		E03	Electrical Studies and Design	5
15	Construction Inspector	41		E09	Environmental Impact Studies, Assessments or Statements	6
16	Construction Manager	7		G04	Geographic Information System Services: Development, Analysis, and Data Collection	6
21	Electrical Engineer	19		H07	Highways; Streets; Airfield Paving; Parking Lots	9
24	Enviro. Scientist	36		H09	Hospitals & Medical Facilities	4
29	GIS Specialist	49		H11	Housing (Residential, Multifamily, Apartments, Condominiums)	6
30	Geologist	8		I01	Industrial Buildings; Manufacturing Plants	6
38	Land Surveyor	142		L03	Landscape Architecture	7
39	Landscape Architect	47	6	P04	Pipelines (Cross-country—Liquid & Gas)	8
42	Mechanical Engineer	26	1	P06	Planning (Site, Installation and Project)	5
47	Planner Urban/Reg.	36	3	R11	Rivers; Canals; Waterways; Flood Control	8
57	Structural Engineer	14		S04	Sewage Collection, Treatment and Disposal	7
58	Technician/Analyst	75		S10	Surveying; Platting; Mapping: Flood Plain Studies	8
60	Transportation Engineer	74		S11	Sustainable Design	6
62	Water Resources Engineer	83	2	S13	Storm Water Handling & Facilities	7
Total		1,323	26	W03	Water Supply; Treatment and Distribution	6
11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS (Insert revenue index number shown at right)				PROFESSIONAL SERVICES REVENUE INDEX NUMBER		
a. Federal Work		7		1. Less than \$ 100,000 2. \$ 100,000 to less than \$ 250,000 3. \$ 250,000 to less than \$ 500,000 4. \$ 500,000 to less than \$ 1 million 5. \$ 1 million to less than \$ 2 million 6. \$ 2 million to less than \$ 5 million 7. \$ 5 million to less than \$10 million 8. \$ 10 million to less than \$ 25 million 9. \$ 25 million to less than \$ 50 million 10. \$ 50 million or greater		
b. Non-Federal Work		10				
c. Total Work		10				
12. AUTHORIZED REPRESENTATIVE The foregoing is a statement of facts.						
a. SIGNATURE 					b. DATE December 22, 2022	
c. NAME AND TITLE Jessica Baker Daily, PE, CFM, PMP – Chief Marketing Officer						

STANDARD FORM 330 (REV. 7/2021)



HIBIT "E"

INSURANCE REQUIREMENTS

NC23-009-RFQ

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.

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

FEDERAL PROVISIONS

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

Civil Rights Act of 1968

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

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

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

Contract Work Hours and Safety Standards Act

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

Copeland “Anti-Kickback” Act

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

FEDERAL PROVISIONS

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.

FEDERAL PROVISIONS

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

FEDERAL PROVISIONS

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

Rehabilitation Act of 1973

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

Universal Identifier and System of Award Management (SAM)

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

USA Patriot Act of 2001

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

Whistleblower Protection Act

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

Termination Provisions

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

Legal Remedies Provisions

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

Conflict of Interest Provisions

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

FEDERAL PROVISIONS

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

Access to Records and Record Retainage

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

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

Domestic Procurement Preference.

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

Telecommunications Huawei / ZTE Ban

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