

Contract No. CM 3335
Solicitation# NC21-024-RFQual

**CONTRACT FOR CONTINUING SERVICES OF PROFESSIONAL CONSTRUCTION
ENGINEERING INSPECTION SERVICES FOR NASSAU COUNTY, FLORIDA**

THIS CONTRACT made and entered into this ____ day of _____
20__, 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 AE
Engineering, Inc., a Florida Corporation, whose principle office address is located at 219
N. Newnan Street, Suite 400, Jacksonville, Florida, hereinafter referred to as
"Consultant":

WHEREAS, the County desires to obtain professional Construction Engineering
Inspection (CEI) services under a continuing contract; and

WHEREAS, said services are more fully described in the Scope of Services,
Attachment "A", which is attached hereto and made a part hereof; and

WHEREAS, the Consultant desires to render certain professional CEI services as
described in the Scope of Services, and has the qualifications, experience, staff and
resources to perform those services; and

WHEREAS, the County, through a competitive selection process conducted in
accordance with the requirements of law and County policy has determined that it would
be in the best interest of the County to award a contract to Consultant for the rendering
of those services described in the Scope of Services.

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

ARTICLE 1 - EMPLOYMENT OF CONSULTANT

1.1 The County hereby agrees to engage Consultant, and Consultant hereby agrees to perform the services set forth in the Scope of Services.

ARTICLE 2 - SCOPE OF SERVICES

2.1 Consultant shall provide professional CEI services in accordance with the Scope of Services set forth in Attachment "A", attached hereto and incorporated by reference.

2.2 The services shall be performed on an "as needed" basis per project and by Work Authorization to this contract. Each Work Authorization shall be approved by the Board of County Commissioners or their authorized designee.

ARTICLE 3 - THE COUNTY'S RESPONSIBILITY

3.1 Except as provided in the Scope of Service, the County's responsibilities are to furnish required information, services, render approvals and decisions as necessary for the orderly progress of Consultant's services. The County hereby designates Engineering Services to act on the County's behalf with respect to the Scope of Services. The County Engineer, 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.

3.2 Performance Evaluation: County shall complete a performance evaluation following the completion and/or expiration of this Contract. County reserves the right to complete a performance evaluation following each activation or Notice to Proceed (NTP) issued to evaluate the performance of Consultant. Performance evaluations shall be provided to Consultant for feedback. Performance evaluations shall be public record and used during reviews for future related awards.

ARTICLE 4 - TERM OF CONTRACT

4.1 The term of this Contract shall be for a three (3) year period beginning on the date of its complete execution. The performance period of this Contract may be extended upon mutual agreement between both parties. Any extension of performance period under this provision shall be in County's best interest and sole discretion. Any agreement or amendment to the Contract shall be subject to fund availability and mutual written agreement between County and Consultant.

ARTICLE 5 - COMPENSATION

5.1 County shall pay Consultant in accordance with the provisions contained in the Fee Schedule, which is attached hereto as Attachment "B", and incorporated herein as if set forth in full.

5.2 Consultant shall prepare and submit to the County Engineer, for approval, a monthly invoice for the services rendered under this Agreement. Invoices for services shall be paid in accordance with the Florida Prompt Payment Act. All invoices shall be accompanied by a report identifying the nature and progress of the work performed. The statement shall show a summary of fees with an accrual of the total fees billed and credits for portions paid previously. 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 if any invoice or report is found to be unacceptable and will specify the reasons therefor.

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 per Project: 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.

5.5 Each project shall have its own specific value on a “stand alone” basis.

5.6 Labor Unit rates shall be established at the beginning of this Agreement and may be adjusted annually upon written agreement of the parties beginning with the next assigned project issued after the anniversary date of the Agreement. The labor unit rates are set forth in Attachment B.

ARTICLE 6 – ALLOWABLE COSTS

6.1 Determination of allowable costs in accordance with the Federal Cost Principles, will be performed for services rendered under this Contract.

ARTICLE 7 – RECORD RETENTION

7.1 Consultant shall be required to maintain such financial records and other records as they relate to the purchase of goods and services by County from Consultant. Consultant shall retain these records for a minimum period of five (5) years after final payment, or until they are audited by County, whichever event occurs first. These records shall be made available during the term of the Contract and the subsequent five (5) year period for examination, transcription and audit by County, its designees, or other authorized bodies.

ARTICLE 8 - STANDARD OF CARE

8.1 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 and Consultant shall, at no additional cost to County, re-perform services which fail to satisfy the foregoing standard of care.

ARTICLE 9 - DOCUMENTS

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

1. This Agreement;
2. The Scope of Services attached hereto Attachment "A";
3. Fee Schedule attached hereto as Attachment "B";
4. Public Entities Crimes Statement attached hereto as Attachment "C";
5. Certificate of Insurance attached hereto as Exhibit "1"
6. Any work authorizations, amendments, modifications or addenda to this Contract.

ARTICLE 10 - EQUAL OPPORTUNITY EMPLOYMENT

10.1 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 11 - TRUTH-IN-NEGOTIATION

11.1 Consultant hereby certifies, covenants and warrants that wage rates and other factual unit costs supporting the compensation for this project's Contract are accurate, complete, and current at the time of contracting. Consultant further agrees that 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 unit costs. All such Contract adjustments shall be made within one (1) year following the end of the Contract.

ARTICLE 12 – CONFLICT OF INTEREST

12.1 Neither County or any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the project or any property included or planned to be included in the project in which any member, officer, or employee of County or the locality during tenure or for two (2) years thereafter has any

interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to County, County may waive the prohibition contained in this paragraph provided that any such present member, officer or employee, shall not participate in any action by County or the locality relating to such contract, subcontract or arrangement.

12.2 Consultant shall ensure that any subcontract in which he or she may enter into includes the following provision:

No member, officer, or employee of County or of the locality during his tenure or for two (2) years thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

ARTICLE 13 – DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS

13.1 Consultant certifies, that to the best of his or her knowledge and belief:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing, or attempting to influence, an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an

employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office).

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Consultant shall also require the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

ARTICLE 14 - INDEMNIFICATION

14.1 To the fullest extent permitted by law, Consultant shall indemnify and hold harmless County and their 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, and intentional wrongful misconduct of Consultant and persons employed or utilized by Consultant, in the performance of the Contract.

14.2 Consultant agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purpose of the below indemnification) who perform work in connection with this Contract.

To the extent provided by law, Consultant shall indemnify, defend, and hold harmless County including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of the Professional, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by the Professional hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed or constitute agreement by the Professional to indemnify County for negligent acts or omissions of County, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Contract.

ARTICLE 15 - INDEPENDENT CONTRACTOR

15.1 Consultant undertakes performance of the services as an independent contractor 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.

ARTICLE 16 – EXTENT OF CONTRACT

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

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

ARTICLE 17 - COMPLIANCE WITH LAWS

17.1 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 18 - INSURANCE

18.1 Consultant shall purchase and maintain such commercial (occurrence form) or comprehensive general liability, workers compensation, professional liability (Errors and Omissions), and other insurance as is appropriate for the services being performed hereunder by Consultant, its employees or agents. The amounts and types of insurance shall conform to the following minimum requirements and as attached hereto and incorporated herein as Exhibit "1".

18.1.1 Worker's Compensation: Coverage must apply for all employees and statutory limits in compliance with the applicable state and federal laws. In addition, the policy must include the following:

- a. Employer's Liability with a minimum limit per accident in accordance with statutory requirements.
- b. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide County with ten (10) days' written notice of cancellation and/or restriction.

18.1.2 Comprehensive General Liability: Coverage must include:

- a. \$1,000,000.00 combined limit per occurrence for bodily injury, personal injury and property damage; \$2,000,000 general aggregate.
- b. Contractual coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement.
- c. Additional Insured. County is to be specifically included as an additional insured.

d. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide County with ten (10) days' written notice of cancellation and/or restriction.

18.1.3 Professional Liability:

a. Consultant agrees to maintain Professional Liability with limits of not less than \$1,000,000 for professional services rendered in accordance with this agreement.

b. Consultant shall maintain such insurance for at least two (2) years from the termination of this Agreement and during this two (2) year period the Consultant shall use his best efforts to ensure that there is no change of the retroactive date on this insurance coverage.

c. If there is a change that reduces or restricts the coverage carried during the Agreement, the Consultant shall notify the County within thirty (30) days of the change.

18.1.4 Comprehensive Automobile Liability: Coverage must be afforded on a form no more restricted than the latest edition of the Comprehensive Automobile Liability Policy filed by the Insurance Services Office and must include:

a. \$1,000,000 combined single limit per accident for bodily injury and property damage.

b. Owned Vehicles

c. Hired and Non-Owned Vehicles

d. Employee Non-Ownership

e. Additional Insured. County is to be specifically included as an additional insured.

f. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide County with ten (10) days' written notice of cancellation and/or restriction.

18.1.5 Umbrella Policy: Coverage must be afforded on a form no more restricted than the latest Umbrella Policy filed by Insurance Services Offices and must include:

- a. \$1,000,000 per occurrence
- b. General Liability underlying coverage: \$1,000,000 for bodily injury, personal injury and property damage. General Aggregate of \$2,000,000.
- c. Auto liability: Underlying combined single limit of \$1,000,000.
- d. Employer's Liability: Underlying limit \$500,000/\$500,000/\$500,000
- e. Additional insured. County is specifically included as an additional insured.
- f. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide County with ten (10) days written notice of cancellation and/or restriction.

18.2 Certificates of Insurance evidencing the insurance coverage specified in this Section shall be filed with the County. The Certificates of Insurance shall be filed with County before this Agreement is deemed approved by the County. The required Certificates of Insurance not only shall name types of policies provided, but also shall refer specifically to this Agreement. All the policies of insurance so required of Consultant except workers compensation and professional liability insurance shall be endorsed to include as additional insured the County, its officers, employees, and agents to the extent of the County's interest arising from any contract agreement between County and Consultant. If the initial insurance expires prior to completion of the work, renewal Certificates of Insurance shall be furnished thirty (30) days prior to the date of their expiration.

18.3 Insurance coverage shall be placed with insurers or self-insurance funds, satisfactory to the County, licensed to do business in the State of Florida and with a resident agent designated for the service of process. All insurers shall have an "A" policyholder's rating and a financial rating of at least Class IX in accordance with the most current Best's rating. Consultant shall provide the County with financial information concerning any self insurance fund insuring Consultant. At the County's option, a Best's rating or Self-Insurance Fund financial information may be waived.

ARTICLE 19 – ACCESS TO PREMISES

19.1 County shall be responsible for providing access to all project sites, and for providing project-specific information.

ARTICLE 20 - TERMINATION OF CONTRACT

20.1 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 any and all loss pertaining to this termination.

20.2 Termination for Cause: If Consultant fails to comply with any of the terms and conditions of this Contract, County may give notice, in writing, to Consultant of any or all deficiencies claimed. The notice shall be sufficient for all purposes if it describes the default in general terms. If all defaults are not cured and corrected within a reasonable period as specified in the notice, County may, with no further notice, declare the Contract to be terminated. Consultant shall thereafter be entitled to receive payment for those services reasonably performed to the date of termination, less the amount of reasonable damages suffered by County by reason of Consultant's failure to comply with the Contract.

20.3 Notwithstanding the above, Consultant is not relieved of liability to County for damages sustained by County by virtue of any breach of this Contract by Consultant and County may withhold any payments to Consultant for the purpose of setoff until such times the amount of damages due to County from Consultant is determined.

ARTICLE 21 - NONDISCLOSURE OF PROPRIETARY INFORMATION

21.1 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 22 - UNCONTROLLABLE FORCES

22.1 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.

22.2 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.

ARTICLE 23 – PUBLIC ENTITIES CRIMES

23.1 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 or provide any goods or services to 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 consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida 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. Consultant represents that it has furnished a completed *Sworn Statement under Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes*, a copy of which is attached hereto and incorporated herein in Attachment “C” and certifies that it is qualified to do business with County in accordance with Florida Statute.

23.2 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 aid 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 other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this provision, County shall have the right to terminate the Contract 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.

ARTICLE 24 - GOVERNING LAW AND VENUE

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

ARTICLE 25 - MISCELLANEOUS

25.1 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.

25.2 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.

25.3 Debarment, Suspension, Ineligibility and Voluntary Exclusion: Consultant certifies that it nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

25.4 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 26 – PUBLIC RECORDS

26.1 Consultant shall be required to comply with the requirements of Florida's Public Records Act, Chapter 119, and Florida Statutes.

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) 530-6010, records@nassaucountyfl.com, 96135 NASSAU PLACE, 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 Contract 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 Contract with County for services must be made directly to the Nassau County Custodian of Public Records. If County does not possess the requested records due to Consultant maintaining the public records, then County shall immediately notify Consultant of the request for records. Consultant must provide the records to County or allow the records to be inspected or copied within a reasonable time. If Consultant does not comply with County's request for records, 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 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.

ARTICLE 27 – EMPLOYMENT ELIGIBILITY

27.1 Contractor 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 Contractor during the term of this Contract to work in

Florida. Additionally, if Contractor uses subcontractors to perform any portion of the work (under this Contract), Contractor 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. Contractor 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.

ARTICLE 28 - SUCCESSORS AND ASSIGNS

28.1 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 29 - CONTINGENT FEES

29.1 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 30 - OWNERSHIP OF DOCUMENTS

30.1 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. Any and all documents, records, disks, original drawings, or other information shall

become the property of County upon completion for its use and distribution as may be deemed appropriate by County.

ARTICLE 31 - FUNDING

31.1 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 32 - NOTICE

32.1 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

Nassau County Engineering Services
96135 Nassau Place
Yulee, Florida 32097
904-530-6010
rcompanion@nassaucountyfl.com

CONSULTANT:

AE Engineering, Inc.
219 N. Newnan Street, Suite 400
Jacksonville, FL 32202
904 614-4800
Cory@aeengineeringinc.com

32.2 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.

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

ARTICLE 33 - DISPUTE RESOLUTION

33.1 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.

33.2 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.

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

**Nassau County,
Board of County Commissioners**

KLYNT A. FARMER
Its: Chairman

Date: _____

ATTEST TO CHAIR
SIGNATURE

Approved as to form and legal
sufficiency:

JOHN A. CRAWFORD
Its: Ex-Officio Clerk

DENISE C. MAY
County Attorney

Contract No. CM3335
Bid/RFP No. NC21-024

ATTACHMENT "A"
Consultant Scope of Services for
Construction Engineering Inspection (CEI) Services
Board of County Commissioners, Nassau County, Florida

1. SAMPLING AND TESTING

- 1.1 The Consultant shall perform sampling and testing of component materials and completed work in accordance with the Construction Contract documents for roadway reconstruction utilizing Full Depth Reclamation (FDR) procedures. The minimum sampling frequencies set out in the Department's Materials Sampling, Testing and Reporting Guide and the Contract Documents shall be met. In complying with the aforementioned guide, the Consultant shall provide daily surveillance of the Contractor's Quality Control activities at the project site and perform the sampling and testing of materials and completed work items that are normally done in the vicinity of the project for verification and acceptance.
- 1.2 The Consultant shall be specifically responsible for job control samples determining the acceptability of all materials, soil cement and/or soil with emulsion mix designs and completed work items on the basis of either test results or verification of a certification, certified mill analysis, DOT label, DOT stamp, etc.
- 1.3 Nassau County will monitor the effectiveness of the Consultant's testing procedures through surveillance and obtaining and testing independent assurance samples.
- 1.4 Sampling, testing and laboratory methods shall be as required by the FDOT Standard Specifications, Supplemental Specifications or as modified by the Supplementary Conditions & General Requirements of the Construction Contract.
- 1.5 Documentation reports on sampling and testing performed by the Consultant shall be submitted to responsible parties during the same week that the construction work is done.
- 1.6 The Consultant shall be responsible for transporting samples to be tested.
- 1.7 The Consultant will compare verification testing test results and with the contractors Quality Control testing information and notify Nassau County of any failing samples.
- 1.8 **Testing Laboratory** must be FDOT approved.

2.0 QUALITY ASSURANCE CERTIFICATION

- 2.1 Services include maintaining the required level of surveillance of Contractor activities, interpreting plans, specifications, and special provisions for the Construction Contract, maintaining complete, accurate records of all activities and events relating to the project, and properly documenting all significant project changes.
- 2.2 An officer of the Consultant firm shall certify that the inspection and documentation was done in accordance with FDOT specifications, plans, standard indexes, Department procedures, and according to the contract documents.

Contract No. CM3335
Bid/RFP No. NC21-024

3.0 PERSONAL QUALIFICATION/REQUIREMENTS

3.1 SENIOR INSPECTOR/ High school graduate or equivalent plus four (4) years of experience in construction inspection, two (2) years of which shall have been in bridge and/or roadway construction inspection. To be in primary control, a Senior Inspector must have supervised two or more inspectors and must have been directly responsible for all inspection requirements related to the construction operations assigned. Must have the following:

3.1.1 Qualifications:

CTQP Asphalt Roadway Level I (If applicable)
CTQP Asphalt Roadway Level II (If applicable)
CTQP Earthwork Construction Inspection Level I
CTQP Earthwork Construction Inspection Level II
FOOT Intermediate MOT
CTQP Final Estimates Level I

3.1.2 Responsible for performing CEI services for the project which will consist of roadway construction utilizing conventional paving, roadway widening, Full Depth Reclamation (FDR) method of sub-grade and base preparation, intersection modifications (including signalization), bridge/culvert repair and construction inspection, signing and marking and support of the County's Pavement Management Program, as requested. Including field surveying and construction layout, making, and checking engineering computations, inspecting construction work, and conducting field tests and is responsible for coordinating and managing the lower level inspectors. Work is performed under the general supervision of the Nassau County.

3.2 INSPECTOR/- High school graduate or equivalent plus two (2) years experience in construction inspection, one (1) year of which shall have been in bridge and/or roadway construction inspection, plus the following:

3.2.1 Qualifications:

CTQP Asphalt Roadway Level I (If applicable)
CTQP Earthwork Construction Inspection Level I
CTQP Final Estimates Level I
IMSA Traffic Signal Technician Level 1 (Note: No later than one year from execution of the contract, consultant must provide an IMSA Traffic Signal Inspector for any assigned Work Authorizations which include signalization elements in the project)

3.2.2 Responsible for performing assignments in assisting Senior Inspector in the performance of their duties. Receive general supervision from the Senior Inspector who reviews work while in progress. Civil Engineering graduates must obtain certifications within the first year of working as an inspector or Engineer Intern. Exceptions will be permitted on a case-by-case basis so long as qualifications and certifications are appropriate for specific inspection duties.



Attachment B
Nassau County - Standard Rates

Project Planning & Management

Project Manager	\$ 185.00
Senior Planner (Licensed)	\$ 150.00
Planner	\$ 100.00
Communications Specialist	\$ 110.00

Construction Engineering Inspection

Senior Project Engineer	\$ 203.00
Project Administrator	\$ 135.00
Contract Support Specialist	\$ 88.00
Resident Compliance Specialist	\$ 70.16
Senior Inspector	\$ 90.00
Inspector	\$ 68.00
Senior Bridge Inspector	\$ 92.00
Bridge Inspector	\$ 75.00
Senior Asphalt Plant Inspector	\$ 90.00
Asphalt Plant Inspector	\$ 68.00
Materials Coordinator	\$ 90.00

Additional Positions

Community Outreach Specialist	\$ 110.00
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ATTACHMENT "C"

NASSAU COUNTY

**SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES**

TO BE RETURNED WITH RESPONSE

**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 Continuing Services Contract CM3335 with AE Engineering, Inc. for Construction Engineering Inspection Services
2. This sworn statement is submitted by AE Engineering, Inc. (entity submitting sworn statement), whose business address is 219 N Newnan St. 4th Floor Jacksonville, FL 32202 and its Federal Employee Identification Number (FEIN) is 20-4567692. (if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: N/A).
3. My name is Cory Nichols, P.E. (please print name of individual signing), and my relationship to the entity named above is Sr. Vice President / Partner.
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.)

C. Morin
Signature

3/16/2023
Date

STATE OF Florida COUNTY OF Duval
PERSONALLY APPEARED BEFORE ME, Cory Nichols, via physical presence
or online notarization, who, after first being sworn by me, affixed his/her signature in the space
provided above on this 16th day of March, 2023.

[Signature]
Notary Public

(seal)

My Commission Expires: 10/30/2023

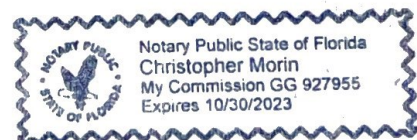


EXHIBIT 1**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

02/23/2023

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

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

PRODUCER Brown & Brown of Florida, Inc. 1661 Worthington Rd Ste 175 West Palm Beach FL 33409		CONTACT NAME: Avonelle McClean CPIA BBA ARM PHONE (A/C, No, Ext): (561) 686-2266 FAX (A/C, No): (561) 686-2313 E-MAIL ADDRESS: Avonelle.McCclean@bbrown.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: The Charter Oak Fire Insurance Company	
		INSURER B: The Travelers Indemnity Company of Connecticut	
		INSURER C: Travelers Property Casualty Company of America	
		INSURER D: Travelers Casualty and Surety Company	
		INSURER E: Lloyd's	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** CL224440865**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y		680-2J533540	04/01/2022	04/01/2023	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						Employee Benefits \$ 1,000,000
B	AUTOMOBILE LIABILITY	Y		810-7R168867	04/01/2022	04/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> AUTOS ONLY						\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB	Y		CUP-2J538584	04/01/2022	04/01/2023	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A		UB-1T461048	04/01/2022	04/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional Liability			TAE000121-00	04/01/2022	04/01/2023	Aggregate \$2,000,000

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

Certificate Holder is listed as additional insured with respect to the General Liability and Auto Liability policies when required as per written contract. Umbrella follows form subject to policy terms, conditions and exclusions.

CERTIFICATE HOLDER**CANCELLATION**

Nassau County 96161 Nassau Pl Yulee FL 32097	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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