

Aerial Photogrammetry

In conjunction with Aerial Lidar, ETM survey regularly flies missions over projects collecting thousands of photos to ensure our data is as up to date as possible. Using powerful state of the art 32 and 64 core computers, these images get combined into a survey-grade geospatially proportioned orthomosaic image and digital surface of the site, allowing for fast and easy area and volumetric measurements. Aerial photogrammetry is certified in accordance with USGS 3DEP Program and can adjust our accuracy levels to save our clients money while still meeting their needs.

Aerial Photography

We utilize our drone capabilities to take birds-eye pictures and video of property, so our clients can track the progress of their projects and construction updates. Aerial photography can also be very helpful in viewing potential land for a new development.

APPROACH TO DEVELOPING COST ESTIMATES

When developing a survey project cost estimate, the first step is to assess the scope of the project. This involves determining what components of the survey need to be completed and what potential costs may be associated with each component. The scope should also include an estimation of the time required to complete each component as well as any potential risks or contingencies that need to be considered in order to accurately represent the total cost of the project.

Once this assessment has been completed, our team considers how best to approach estimating the costs associated with each component. One approach is top-down estimation which looks at the total budget for a project and then estimates costs for each component based on their relative importance within the survey. Another approach is bottom-up estimation which starts by looking at individual tasks and building up an overall cost estimate from there. Depending on the complexity of a survey, either approach can be used, but both should provide realistic estimates that account for all possible variables.

An effective way to develop a comprehensive survey project cost estimate involves working closely with stakeholders throughout all stages of development from planning through execution. Doing so ensures that both short-term goals and long-term objectives are accounted for when making any financial decisions related to a survey project which helps ensure accuracy and minimize surprises throughout its lifecycle.



ETM SURVEY INNOVATIVE/COST SAVING IDEAS

ETM Survey is a leader in acquiring and deploying innovative technologies in the field of surveying and mapping to help create innovative solutions and cost savings to our workflows. Our survey crews use state-of-the-art robotic total stations and GPS systems that allow us to quickly bring high accuracy horizontal control values to any project. Though GPS has been available for decades, our upgraded systems have access to multiple satellite constellations to obtain much greater coverage at any time and any location. For high accuracy vertical control, we use digital levels. These instruments not only save time in the field, but also in the office since we are able to process the data much quicker than with older conventional levels.

For nearly a decade, ETM Survey has employed terrestrial-based Lidar scanning in our workflows. This technology has allowed us to obtain a greater level of topographic detail on a project site and maps the entire area into a point cloud in a fraction of the time that it takes to conventionally survey the site with other tripod-based instruments. This data is then “extracted” in the office with our point cloud software to create the site planimetrics and a DTM surface. Terrestrial-based Lidar also helps us keep our crews safe and out of traffic when we are working on roadway corridors, while creating a safer environment for the public using project corridors and sites. If there is a change in scope or if any additional information is needed for a site post-survey, this technology prevents our crews from having to return to a site as it will usually be in the existing point cloud from the original field mobilization - thus, providing great cost savings for our clients.



In 2020, ETM Survey expanded our survey technologies to include drone-based Lidar and photogrammetry. We currently operate a DJI Mavic II and two Harris H-6 gas/electric hybrid drones. The Harris drone platform gives us over 60 minutes of flight time per mission. On the Harris drone, we currently have two survey payloads, one is photogrammetry based or camera only, and the other carries both a Lidar and a camera sensor so that we can obtain both survey grade Lidar and photogrammetry simultaneously during the flight. All missions are performed by our staff of FAA Part 107 Licensed Pilots. All post processing of data is performed in-house utilizing our 32 core and 64 core computers which are configured specifically to handle the extremely large datasets and reduce the post processing of the data and creation of orthophotos by 75% or more.

ETM Survey's SUE crews are equipped with electronic locators, Ground Penetrating Radar (GPR), and truck mounted vacuum excavation equipment. Combined with our survey technology, this equipment can provide state-of-the-art, full-service utility location and mapping. ETM Survey will contact Sunshine State One Call and utility owners as well as State, County, and local agencies to secure utility owner information, as-builts and any required permits to allow our crews to work with right-of-ways, roadways, and private properties.

In summary, our team has the technology and in-house expertise to offer our clients multiple ways to save time and money on their projects, tailoring a surveying solution specifically to meet their project schedules and budgets.

Tab 5 - References

SECTION 5 - REFERENCES

ETM Survey has successfully undertaken many Continuing Services Contracts such as this one, that typically include and boundary surveys, topographic surveys, maintenance maps, right-of-way location surveys, legal descriptions, ground truthing and control for aerial surveys, cross sections, for drainage basin analysis, design surveys, construction layout, subsurface utility location, GIS grade, and 3D mapping. We are completely familiar with and understand the services required by this contract. To further demonstrate ETM Survey’s wealth of relevant experience, we have included a sampling of similar awards with references on the following pages.



VARIOUS SURVEYING PROJECTS

Jacksonville, Florida

Client : City of Jacksonville
Address: 214 N. Hogan Street
Jacksonville, Florida 32202

Project Manager: Danny Wheeler
Phone Number: (904) 255-8756
Fax Number: N/A
Email Address: DWheeler@coj.net

Performance Period: Ongoing

Total Contract Amount: N/A

Key Team Members: Scott A. Graham, PSM
Cliff Colyer III, PSM
Charles Schreiner, SIT

Description of All Services Provided:
ETM Survey was contracted by the City of Jacksonville to provide miscellaneous surveying services. The scope of work consists of various types of surveys for roadway and drainage projects, including utility location surveys, public building sites, right-of-ways, easements, recreational sites, and other specified boundaries as requested by the City’s engineering division on an as-needed basis. Projects performed under this contract include:

- Atlantic Boulevard Drainage Improvements (TWO#1)
- Sheridan Street Drainage Improvements (TWO#2)
- Macy Street Drainage Improvements (TWO#3)
- Irvington Avenue Drainage Improvements (TWO#4)



SUBSURFACE UTILITY ENGINEERING & LOCATE SERVICES

Jacksonville, Florida

Client : JEA
Address: 225 Pearl Street North
Jacksonville, Florida 32202

Project Manager: Jenny McCollum
Phone Number: (904) 665-4106
Fax Number: N/A
Email Address: Gleejs@jea.com

Performance Period: Ongoing

Total Contract Amount: \$800,000

Key Team Members: Scott A. Graham, PSM
David Ashley

Description of All Services Provided:

ETM Survey was contracted by JEA to provide SUE and locate services on this contract. The scope of work includes SUE and locate services generally located within the Nassau County, Duval County, and St. Johns County areas on an as-needed basis. The purpose of the subsurface utility engineering and locate services is to physically locate and identify underground utility lines providing Quality Level A services, otherwise known as test holing or pot holing, to locate a utility horizontally and vertically by survey measurements.



PROFESSIONAL SURVEYING & MAPPING SERVICES

Flagler County, Florida

Client : Flagler County
Address: 1769 E. Moody Boulevard
Bunnell, Florida 32110

Project Manager: Faith Alkhatib, PE
Phone Number: (386) 313-4045
Fax Number: N/A
Email Address: FAlkhatib@flaglercounty.org

Performance Period: Ongoing

Total Contract Amount: N/A

Key Team Members: Scott A. Graham, PSM
Charlie Schreiner, SIT

Description of All Services Provided:

ETM Survey was contracted by Flagler County to provide professional surveying and mapping services on this contract. The scope of work includes topographic survey, property/boundary survey, construction layout, title work/deed investigation, GPS data collection, tree surveys, right-of-way surveys, wetland surveys, utility/public infrastructure surveys, and specific purposes surveys. It also includes optional specialty services including Aerial Orthophotography, Aerial Lidar, mobile data collection, GIS database creation and management, bathymetric surveys, land purchase/management feasibility, and due diligence studies.



CR 2209

St. Johns County, Florida

Client : England-Thims & Miller, Inc.
Address: 14775 Old St. Augustine Road
Jacksonville, Florida 32258

Project Manager: Matthew S. Maggiore, PE
Phone Number: (904) 265-3202
Fax Number: (904) 646-9485
Email Address: MaggioreM@etm-inc.com

Performance Period: 2022

Total Contract Amount: \$216,000

Key Team Members: Scott A. Graham, PSM
Charles Schreiner, SIT

Description of All Services Provided:

ETM Survey prepared a boundary survey for an approximate 14,000 LF roadway corridor, as well as multiple sketches and descriptions for the proposed off-site stormwater management facilities drainage easements that supported the proposed County roadway extension for this project.



VARIOUS SURVEYING PROJECTS

Nassau County, Florida

Client : Peters and Yaffee, Inc.
Address: 9822 Tapestry Park Circle
 #205
 Jacksonville, Florida 32246

Project Manager: Dow Peters, PE
Phone Number: (904) 265-0751
Fax Number: N/A
Email Address: DPeters@petersandyaffee.com

Performance Period: Ongoing

Total Contract Amount: N/A

Key Team Members: Scott A. Graham, PSM
 Charles Schreiner, SIT

Description of All Services Provided:

ETM Survey was contracted by Peters and Yaffee, Inc. to perform various surveys throughout Nassau County including the following:

- Simmons Road Drainage Improvements
- Clements Road Drainage Study
- Chester Road Drainage Study
- Henry Smith Road Route Survey

Tab 6 - Current Workload

SECTION 6 - CURRENT WORKLOAD

AVAILABILITY OF PERSONNEL

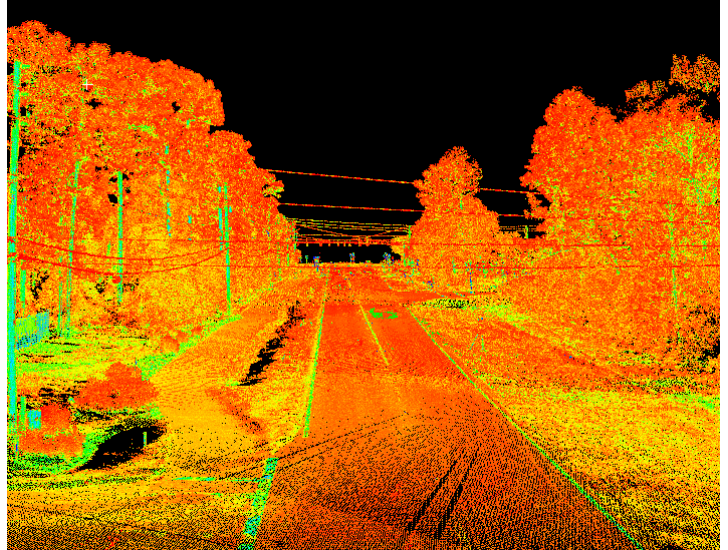
Given our current workload, ETM is readily available to serve as Nassau County’s Prime Consultant for the Continuing Contract for Professional Surveying and Mapping Services contract. As depicted on the Current Workload table below, we have considerable and sufficient resources to address the needs of this contract.

CURRENT WORKLOAD						
PROJECT TEAM	JEA Small Diameter Pipe Route surveys with SUE	City of Jacksonville Traffic Signal Route surveys with SUE	State Road 5 (US 17) -	State Road 9A (I-295) -	Miscellaneous	AVAILABILITY
Scott A. Graham	•	•	•	•	•	40%
Cliff Colyer		•			•	65%
John Shepard		•			•	50%
Charles Schreiner		•			•	50%
David Ashley	•	•			•	50%

Tab 7 - Technology

SECTION 7 - TECHNOLOGY

Innovation in production, safety, technology, and data collection is an every-day goal for ETM Survey. Having vision, honing our craft, and maintaining the gap are all important tenants of our firm's culture. These attributes result in higher quality deliverables while saving both time and money for our clients. Additionally, our team members constantly attend continuing education seminars, review research journals, and look for applications to apply the latest safety technologies to our projects. We have provided a sampling of our innovative strategies and creative processes below which have resulted in successful project planning.



USE OF DRONE TO COLLECT SURVEY DATA

ETM Survey stands at the forefront of using the latest surveying technology to assist our clients in meeting tight project schedules. Our Harris (H6-Hybrid) Drone with Riegl VUX-I Lidar, coupled with our proprietary data processing enables us to provide survey grade accuracy through canopy and vegetation. ETM Survey's state-of-the-art drone fleet technology enables their qualified technicians to capture aerial imagery and videography with superior quality at an unparalleled pace, and the ability to:

- Capture Lidar imagery to generate precise, three-dimensional information.
- Gather imagery of large sites through Orthomosaics.
- Take high-accuracy ground shots.
- Have extended flight times through gas/electric hybrid power.
- Turnaround conventional topographic surveys six times faster than industry average.

Aerial Lidar penetrates tree canopy and accurately collects the ground features beneath. We run independent cross sections checks throughout the lidar captured area to ensure the accuracy of the data spatially both vertically and horizontally.

PHOTOGRAMMETRIC
POINT CLOUD

CONTROLLED
PHOTOGRAMMETRIC
POINT CLOUD

CONTROLLED LIDAR
POINT CLOUD

AERIAL PHOTOGRAMMETRY

As mentioned previously, ETM is a provider of certified Aerial Photogrammetry. To gather this data, ETM Survey's certified pilots gather thousands of photos while completing Aerial Lidar missions, to ensure data is as updated as possible. These images are combined into survey-grade orthomosaic images and a digital surface of the site using 23 and 64-core computers. These outputs allow for fast and easy area and volumetric measurements. Aerial Photogrammetry is not only innovative, but it provides cost-effective data collection solutions for our clients without compromising quality.



AERIAL PHOTOGRAPHY

Another innovative strategy we offer to our clients is Aerial Photography. Our certified pilots utilize their unrivaled drone technology to gather aerial photos and videos of properties, enabling our clients to efficiently track the progress of their projects during construction. In addition, our clients often use aerial imagery to view potential land for planned development. The imagery and videography outputs from our drone flights are provided to our clients, allowing them to view sites and project progress from the comfort of their office.



SUBSURFACE UTILITY ENGINEERING

At ETM Survey, we are proud to offer Subsurface Utility Engineering (SUE), which is a risk management process that combines geophysics, civil engineering, electronic tracing, asset management technologies, and nondestructive excavation technologies to verify subsurface utility data and precisely map existing underground utility systems.

SUE is an important and specialized engineering discipline to help mitigate the risks associated with utility mapping and planning for future construction projects.

Performing SUE during the design phase of a project will prevent change-orders due to unforeseen utility conflicts and prevent the possibility of utility damages, expensive relocations, and forced outages. For projects within FDOT right-of-ways, we implement SUE services as standard procedure during the design phase of roadway projects. The purpose is to identify existing utilities at the start of project design to reduce utility-related risks and costs, and to increase public safety throughout the design and construction phases of a project.

Tab 8 - Hourly Rate Schedule

SECTION 8 - HOURLY RATE SCHEDULE

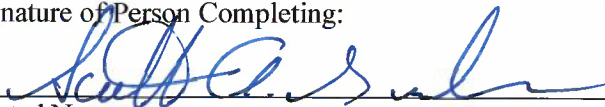
ETM acknowledges that this solicitation is being issued in accordance Florida Statutes Chapter 287.055 “Consultants’ Competitive Negotiation Act,” and therefore price cannot and will not be a determining factor in the selection of the successful firm. We understand the County will request hourly rates once the most qualified firm is selected and that the County reserves the right to negotiate hourly rates.

Tab 9 - Attachments/ Administrative Information

SECTION 9 - ATTACHMENTS/ ADMINISTRATIVE INFORMATION

NC23-011-RFQ

ATTACHMENT "A" ADDENDA ACKNOWLEDGMENT

<p>Acknowledgment is hereby made of receipt of addenda issued during the solicitation period.</p> <p>SOLICITATION NUMBER: NC23-011-RFQ</p>	<p>Addendum # <u> 1 </u> through # <u> 1 </u></p> <p>Date: 2/1/2023</p>
<p>Signature of Person Completing:</p> 	
<p>Printed Name:</p> <p>Scott A. Graham, PSM</p>	<p>Title:</p> <p>Vice President</p>

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



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 Qualification Number NC23-011
Continuing Contract for Professional Surveying and Mapping
DATE: Services January 13, 2023

This addendum is hereby incorporated into the solicitation 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 and Answers:

1. Page 7 of the RFQ, Tab 8 - Hourly Rate Schedule states that this solicitation is being issued in accordance with CCNA. With this statement in mind, we would like to confirm if Form H Experience of Bidder is required as it states it will be used to "determine the lowest, responsive, and responsible bidder" and must "be included with bid. Failure to submit along with bid may be cause for disqualification."

Answer: Please see and use the revised Attachment "H" for submittal.

2. Because TAB 8 - Hourly Rate Schedule does not require hourly rates/pricing information at this time, can proposers write "not required" or "not applicable" on TAB 8 or do we need to include a separate sheet behind the tab?

Answer: Both are adequate responses.

Attachments: Revised Attachment "H"

The solicitation due date and opening time remains: February 1, 2023 at 10:00 AM EST

ACKNOWLEDGMENT IS HEREBY MADE OF RECEIPT OF THIS ADDENDUM

Vendor/Company Name ETM Surveying & Mapping, Inc.

Vendor Signature:  Date: 2/1/2023

End of Addendum #1

ATTACHMENT "C"
DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that _____
ETM Surveying & Mapping, 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

2/1/2023

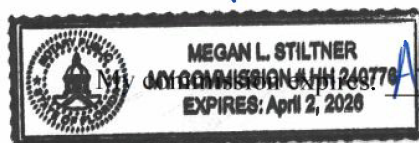
Date Signed

State of: Florida

County of: Duval

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 1st day of February, 20 23 by Scott Graham who is ☒ personally known to me or ☐ produced as identification.


Notary Public



April 2, 2026

**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 Continuing Contract for Professional Surveying and Mapping Services.
2. This sworn statement is submitted by ETM Surveying & Mapping, Inc. (entity submitting sworn statement), whose business address is 14775 Old St. Augustine Road, Jacksonville, Florida and its Federal Employee Identification Number (FEIN) is 59-2243236. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)
3. My name is Scott A. Graham, PSM (please print name of individual signing), and my relationship to the entity named above is Vice President.
4. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that “convicted” or “conviction” as defined in paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an “affiliate” as defined in paragraph 287.133(1)(a), Florida Statutes, means:
 - a) A predecessor or successor of a person convicted of a public entity crime; or
 - b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not to fair market value under an arm’s length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
7. I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

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
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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.

REVISED
ATTACHMENT "H"
EXPERIENCE OF RESPONDER

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

1. FIRM NAME: ETM Surveying & Mapping, Inc.

Address: 14775 Old St. Augustine Road

City/State/Zip: Jacksonville, Florida 32258

Phone: (904) 265-3111 Email: GrahamS@etmsurvey.com

Name of primary contact responsible for work performance: Cliff Colyer III, PSM

Phone: (904) 376-6355 Cell Phone: _____

Email: ColyerC@etmsurvey.com

2. INSURANCE: N/A

Surety Company: _____

Agent Company: _____ Agent

Contact: _____

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

3. EXPERIENCE:

Years in business: 98

Years in business under this name: 5

Years performing this type of work: 98

Value of work now under contract: \$6.3 Million

Value of work in place last year: \$6.3 Million

Percentage (%) of work usually self-performed: 98%

Name of sub vendors you may use: I.F. Rooks & Associates, LLC; Arc Surveying & Mapping, Inc.

Has your firm:

Failed to complete a contract: ____ Yes X No

Been involved in bankruptcy or reorganization: ____ Yes X No

Pending judgment claims or suits against firm: ____ Yes X No

4. PERSONNEL

How many employees does your company employ: 86

Position/Category (List all)	Full-time	Part-time
Management	8	
Project Manager/Surveyor	7	
CAD Technician	4	
Instrument Operators	14	
Crew Chief	16	
Field Crew Supervisors/Technicians	22	
SUE/Utility Technicians	13	
Administrative	2	

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 Jacksonville

Address: 214 N. Hogan Street, Jacksonville, Florida 32202

Contract Person: Danny Wheeler

Phone: (904) 255-8756 Email: DWheeler@coj.net

Project Description: Various Surveying Services for the City of Jacksonville

Contract \$ Amount: N/A

Date Completed: Ongoing

Reference #2:

Company/Agency Name: JEA

Address: 255 Pearl Street North, Jacksonville, Florida 32202

Contract Person: Jenny McCollum

Phone: (904) 665-4106 Email: GleeJs@jea.com

Project Description: Subsurface Utility Engineering & Locate Services for JEA

Contract \$ Amount: \$800,000

Date Completed: Ongoing

Reference #3:

Company/Agency Name: Flagler County

Address: 1769 E. Moody Boulevard, Bunnell, Florida 32110

Contract Person: Faith Alkhatib, PE

Phone: (386) 313-4045 Email: FAlkhatib@flaglercounty.org

Project Description: Professional Surveying & Mapping Services for Flagler County

Contract \$ Amount: N/A

Date Completed: Ongoing

REMINDER:

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



ETM
SURVEYING & MAPPING, INC.

14775 Old St. Augustine Road
Jacksonville, Florida 32258

☎ 904.642.8550

www.etminc.com

HIBIT "E"

INSURANCE REQUIREMENTS

NC23-009-RFQ

ATTACHMENT "E"

GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS

COMMERCIAL GENERAL LIABILITY INSURANCE

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

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

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

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

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
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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.

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.

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Hotel and Motel Fire Safety Act of 1990

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

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

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

Patents and Intellectual Property Rights

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

Procurement of Recovered Materials

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

Terrorist Financing

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

Trafficking Victims Protection Act of 2000

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

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.

Certificate Of Completion

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Status: Completed

Subject: Please DocuSign:CM3502-ETM Surveying & Mapping-Contin Contract for Survey&Map Ser- \$2,000,000.00 NTE

Source Envelope:

Document Pages: 145

Signatures: 6

Envelope Originator:

Certificate Pages: 6

Initials: 25

Tabitha

AutoNav: Enabled

tgivens@nassaucountyfl.com

Envelopel Stamping: Enabled

IP Address: 50.238.237.26

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

Record Tracking

Status: Original

Holder: Tabitha

Location: DocuSign

10/3/2023 3:36:39 PM

tgivens@nassaucountyfl.com

Signer Events**Signature****Timestamp**

Robert Companion



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RCompanion@nassaucountyfl.com

Viewed: 10/3/2023 4:04:07 PM

Deputy County Manager - County Engineer

Signed: 10/3/2023 4:04:28 PM

Nassau County BOCC

Signature Adoption: Pre-selected Style

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Tracy Poore



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tpoore@nassaucountyfl.com

Viewed: 10/3/2023 4:09:46 PM

OMB Admin

Signed: 10/3/2023 4:10:41 PM

Nassau County BOCC

Signature Adoption: Pre-selected Style

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(None)

Using IP Address: 50.238.237.26

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

chris lacambra



Sent: 10/3/2023 4:10:49 PM

clacambra@nassaucountyfl.com

Viewed: 10/4/2023 7:58:28 AM

OMB Director

Signed: 10/4/2023 7:59:23 AM

Nassau County BOCC

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication
(None)

Using IP Address: 50.238.237.26

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Ashley Metz



Sent: 10/4/2023 9:22:47 AM

ametz@nassaucountyfl.com

Viewed: 10/4/2023 10:02:09 AM

Human Resources Director

Signed: 10/4/2023 10:02:13 AM

Nassau County BOCC


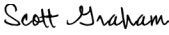

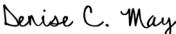

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication
(None)

Using IP Address: 50.238.237.26

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Signer Events	Signature	Timestamp
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Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Scott Graham GrahamS@etmsurvey.com Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.249.159.100	Sent: 10/4/2023 10:02:23 AM Viewed: 10/4/2023 10:04:19 AM Signed: 10/4/2023 10:09:43 AM
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Abigail F. Jorandby ajorandby@nassaucountyfl.com Assistant County Attorney Nassau BOCC Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	Sent: 10/4/2023 4:58:18 PM Viewed: 10/10/2023 8:14:34 AM Signed: 10/10/2023 8:16:49 AM
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Denise C. May dmay@nassaucountyfl.com Assistant County Attorney Nassau County BOCC Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 174.211.232.169 Signed using mobile	Sent: 10/10/2023 8:16:59 AM Viewed: 10/10/2023 8:28:16 AM Signed: 10/10/2023 9:14:22 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Taco E. Pope, AICP tpope@nassaucountyfl.com County Manager Nassau County BOCC Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	Sent: 10/10/2023 9:14:30 AM Viewed: 10/10/2023 11:11:36 AM Signed: 10/10/2023 11:11:42 AM
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Intermediary Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Procurement Staff BOCCProcurement@nassaucountyfl.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 10/10/2023 11:11:50 AM
Raymond Albury ralbury@nassaucountyfl.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 10/10/2023 11:11:51 AM
Tabitha Givens tgivens@nassaucountyfl.com Administrator Coordinator Nassau County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 10/10/2023 11:11:52 AM
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Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Nassau (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Nassau:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: bsimmons@nassaucountyfl.com

To advise County of Nassau of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at bsimmons@nassaucountyfl.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of Nassau

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to bsimmons@nassaucountyfl.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Nassau

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to bsimmons@nassaucountyfl.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Nassau as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Nassau during the course of your relationship with County of Nassau.