

**CONTRACT FOR PROFESSIONAL SERVICES**

**THIS CONTRACT** is entered into by and between the **Board of County Commissioners of Nassau County**, a political subdivision of the State of Florida, hereinafter referred to as the “County”, and **Universal Engineering Sciences, LLC**, located at 5561 Florida Mining Blvd. S, Jacksonville, FL 32257, hereinafter referred to as the “Consultant”.

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

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

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

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

**SECTION 1. Recitals.**

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

**SECTION 2. Exhibits.**

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

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

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

**Exhibit C** NEGOTIATED FEE SCHEDULE; AND

**Exhibit D** FEDERAL PROVISIONS.

**SECTION 3. Employment of the Consultant.**

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

**SECTION 4. Scope of Services.**

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

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

**SECTION 5. The County's Responsibility.**

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

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

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

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

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

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

**SECTION 7. Compensation.**

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

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

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



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

**SECTION 8. Standard of Care.**

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

**SECTION 9. Equal Opportunity Employment.**

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

**SECTION 10. Access to Premises.**

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

**SECTION 11. Funding.**

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

**SECTION 12. Expenses.**

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

**SECTION 13. Taxes, Liens, Licenses and Permits.**

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

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

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

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

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

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

**SECTION 15. Modifications.**

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

**SECTION 16. Assignment and Subcontracting.**

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

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

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

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

#### **SECTION 17. Severability.**

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

#### **SECTION 18. Termination for Default.**

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

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

**SECTION 19. Termination for Convenience.**

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

**SECTION 20. Nondisclosure of Proprietary Information.**

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

**SECTION 21. Contingent Fees.**

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

**SECTION 22. Ownership of Documents.**

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

**SECTION 23. Force Majeure.**

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

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

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

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

**SECTION 24. Access And Audits of Records.**

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

**SECTION 25. Independent Consultant Status.**

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

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

**SECTION 26. Indemnification.**

**26.1** The Consultant shall indemnify and hold harmless the County and its agents and employees from all claims, liabilities, damages, losses, expenses and costs, including attorney's



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

#### **SECTION 27. Insurance.**

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

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

#### **SECTION 28. Dispute Resolution Process.**

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

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

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

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

**SECTION 29. E-Verify.**

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

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

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

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

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

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

**SECTION 30. Public Records.**

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

providing services to the County, and pursuant to Section 119.0701, Florida Statutes, the Consultant shall:

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

**30.2** A request to inspect or copy public records relating to the County's contract for materials shall be made directly to the County. If the County does not possess the requested

records, the County shall immediately notify the Consultant of the request, and the Consultant shall provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

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

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

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

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

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

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

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

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

**SECTION 32. Public Entity Crimes.**

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

**SECTION 33. Anti-Discrimination.**

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

**SECTION 34. Advertising.**

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

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

**SECTION 35. Notices.**

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

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

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

**SECTION 36. Attorney's Fees.**

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

**SECTION 37. Authority to Bind.**

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

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

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

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

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

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

**SECTION 39. Construction of Contract.**

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



**SECTION 40. Headings.**

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

**SECTION 41. Entire Agreement and Execution.**

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

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

**SECTION 42. Change of Laws.**

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

[The remainder of this page left intentionally blank.]

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

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

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

Attest as to authenticity of the  
Chair's signature:

\_\_\_\_\_  
JOHN A. CRAWFORD  
Its: Ex-Officio Clerk

Approved as to form and legality by the  
Nassau County Attorney

\_\_\_\_\_  
DENISE C. MAY

**UNIVERSAL ENGINEERING SCIENCES, LLC**

\_\_\_\_\_  
*RICK G. KUSHNER*

By: Richard G. Kushner  
Its: President

Date: 10/30/2023

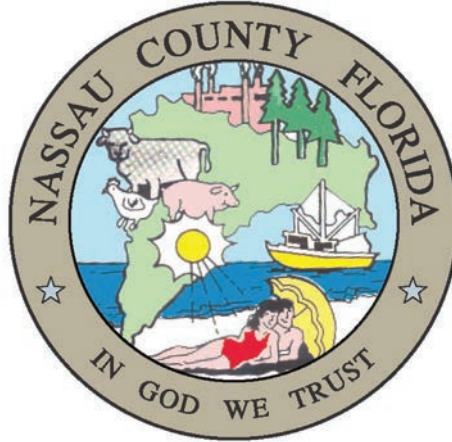
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**EXHIBIT "A"**

**COUNTY'S REQUEST FOR QUALIFICATIONS**

**NASSAU COUNTY  
FLORIDA**



**NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS**

**REQUEST FOR QUALIFICATIONS (RFQ)**

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

**RFQ NO. NC23-016**

**PROPOSALS ARE DUE NOT LATER THAN**

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

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## **SECTION 1: GENERAL INFORMATION**

### **1.1 PURPOSE:**

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

## **SECTION 2: SCOPE OF SERVICES**

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

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

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

### **2.2 Additional Information:**

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

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

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

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

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

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

### **2.3 Term of Agreement/Contract**

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

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

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

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

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

## **SECTION 3: FIRMS QUALIFICATIONS AND EXPERIENCE**

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

## **SECTION 4: INSTRUCTIONS AND INFORMATION TO RESPONDENTS**

### **4.1 TENTATIVE SCHEDULE OF SELECTION PROCESS/KEY DATES:**

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

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

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

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

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

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

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

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

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

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

#### **TAB 1 – Cover Letter**

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

#### **TAB 2 – Table of Contents**

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

#### **TAB 3 – Team Organization, Experience and Qualifications**

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

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

#### **TAB 4 – Project Understanding, Approach and Methodology**

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

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

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

#### **Geotechnical Services**



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

#### **Materials Testing, Inspection, and Reporting**

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

#### **TAB 5 – References**

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

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

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

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

#### **TAB 6 – CURRENT WORKLOAD**

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

#### **TAB 7 – TECHNOLOGY**

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

#### **TAB 8 – HOURLY RATE SCHEDULE**

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

#### **TAB 9 – Attachments/Administrative Information**

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

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

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

## **SECTION 5. EVALUATION/SELECTION PROCESS**

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

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

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

## **SECTION 6. CONTRACT PROCEDURES**

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

## **SECTION 7. STANDARD CONTRACT TERMS FOR PROFESSIONAL SERVICES**

### **7.1 COMPENSATION**

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

**The Remainder of the This Page Intentionally Left Blank**

**ATTACHMENT “A”  
ADDENDA ACKNOWLEDGMENT**

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

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

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

TO BE RETURNED WITH BID

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

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

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

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

State of: \_\_\_\_\_

County of: \_\_\_\_\_

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

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**ATTACHMENT "C"**  
**DRUG FREE WORKPLACE CERTIFICATE**

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

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

[Remainder of the page intentionally blank.]



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

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date Signed

State of: \_\_\_\_\_

County of: \_\_\_\_\_

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

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_



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

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

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

JOHN A. CRAWFORD  
Ex-Officio Clerk

DENISE MAY  
County Attorney

TACO E. POPE, AICP  
County Manager

## ATTACHMENT "E"

### E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

Project Name: \_\_\_\_\_

Bid No./Contract No.: \_\_\_\_\_

#### **DEFINITIONS:**

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

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

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

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

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

**(904) 530-6100**

***An Affirmative Action / Equal Opportunity Employer***

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

#### **CONTRACT TERMINATION:**

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

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

[Remainder of the page intentionally blank.]

**EXHIBIT "A"**  
**CONTRACTOR E-VERIFY AFFIDAVIT**

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

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

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

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

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

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Name

My Commission Expires: \_\_\_\_\_

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

### **ENVIRONMENTAL COMPLIANCE**

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

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

**EXHIBIT "B"**  
**SUBCONTRACTOR E-VERIFY AFFIDAVIT**

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

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

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

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

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

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Name

My Commission Expires: \_\_\_\_\_

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

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

### **FEDERAL NON-DISCRIMINATION PROVISIONS**

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

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



**ATTACHMENT “F”**  
**GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS**



**COMMERCIAL GENERAL LIABILITY INSURANCE**

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

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

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

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

**WORKERS’ COMPENSATION AND EMPLOYER’S LIABILITY INSURANCE**

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

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

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

Part Two – Employer’s Liability Insurance

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

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

**AUTOMOBILE LIABILITY INSURANCE**

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

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

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

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

**PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)**

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

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

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

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

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

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

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

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

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

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

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

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

## ATTACHMENT “G” FEDERAL PROVISIONS

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

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

shall read as follows:

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

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

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

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

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

the contract.

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

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



**ATTACHMENT "H"**  
**EXPERIENCE OF RESPONDENT**

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

1. **FIRM NAME:** \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City/State/Zip: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
 Name of primary contact responsible for work performance: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_  
 Email: \_\_\_\_\_
  
2. **INSURANCE:**  
 Surety Company: \_\_\_\_\_  
 Agent Company: \_\_\_\_\_  
 Agent Contact: \_\_\_\_\_  
 Total Bonding Capacity: \$ \_\_\_\_\_ Value of Work Presently Bonded: \$ \_\_\_\_\_
  
3. **EXPERIENCE:**  
 Years in business: \_\_\_\_\_  
 Years in business under this name: \_\_\_\_\_  
 Years performing this type of work: \_\_\_\_\_  
 Value of work now under contract: \_\_\_\_\_  
 Value of work in place last year: \_\_\_\_\_  
 Percentage (%) of work usually self-performed: \_\_\_\_\_  
 Name of subvendors you may use: \_\_\_\_\_  
 Has your firm: Failed to complete a contract: \_\_\_ Yes \_\_\_ No  
                     Been involved in bankruptcy or reorganization: \_\_\_ Yes \_\_\_ No  
                     Pending judgment claims or suits against firm: \_\_\_ Yes \_\_\_ No
  
4. **PERSONNEL**  
 How many employees does your company employ:  

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

## 5. WORK EXPERIENCE:

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

### Reference #1:

Company/Agency Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contract Person: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Project Description: \_\_\_\_\_

Contract \$ Amount: \_\_\_\_\_

Date Completed: \_\_\_\_\_

### Reference #2:

Company/Agency Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contract Person: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Project Description: \_\_\_\_\_

Contract \$ Amount: \_\_\_\_\_

Date Completed: \_\_\_\_\_

### Reference #3:

Company/Agency Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contract Person: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Project Description: \_\_\_\_\_

Contract \$ Amount: \_\_\_\_\_

Date Completed: \_\_\_\_\_

### **REMINDER:**

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



## ATTACHMENT "I"

**CONTRACT FOR \*\*\*\*\* SERVICES**

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

**WHEREAS**, the County received \_\_\_\_\_ for concrete grinding services, on \_\_\_\_\_ at \_\_\_\_\_; and

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

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

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

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

**SECTION 2. Receiving/Payment/Invoicing**

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

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

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

### **SECTION 3. Acceptance of Services and/or Materials**

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

### **SECTION 4. Firm Prices**

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

### **SECTION 5. Fund Availability**

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

### **SECTION 6. Expenses**

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

**SECTION 7. Taxes and Liens**

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

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

**SECTION 8. Laws Governing this Contract**

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

**SECTION 9. Changes**

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

**SECTION 10. Modifications**

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

**SECTION 11. Assignment & Subcontracting**

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

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

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

#### **SECTION 12. Severability**

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

#### **SECTION 13. Termination for Default, Fraud or Willful Misconduct**

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

#### **SECTION 14. Termination for Convenience**

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

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

#### **SECTION 15. Force Majeure**

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

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

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

#### **SECTION 16. Access and Audits**

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

#### **SECTION 17. Vendor Responsibilities**

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

#### **SECTION 18. Public Emergencies**

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

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

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

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

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

#### **SECTION 20. Probationary Period**

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

#### **SECTION 21. Independent Vendor Status**

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

#### **SECTION 22. Indemnification and Insurance**

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

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

#### **SECTION 23. Dispute Resolution**



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

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

#### **SECTION 24. E-Verify System**

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

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



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

#### **SECTION 25. Public Records**

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

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

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

#### **SECTION 26. Request for Records; Noncompliance**

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

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

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

#### **SECTION 27. Civil Action**

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

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

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

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

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

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

**SECTION 29. Entire Agreement**

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

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

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

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

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

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

Approved as to form and legality by the  
Nassau County Attorney

\_\_\_\_\_  
DENISE C. MAY

**UNITED BROTHERS DEVELOPMENT  
CORPORATION**

\_\_\_\_\_  
By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

DRAFT



**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 NC23-016  
Continuing Contract for Professional Geotechnical and Material Testing Services  
DATE: January 27, 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.

**Question and Answer:**

1. There is no Attachment D included in the Bid Packet. Is that something that will be added as an Addendum, or should we plan to not include it? Thank you.

Answer: See the attached Revised Table of Contents and Attachments.

2. In regard to Tab 6- Current Workload: Do you want to see all the projects we are working on in Nassau County or all the projects our office is working on as a whole? Is there a specific way you would like it shown or presented?

Answer: We would like to see total current workload to verify capacity to accommodate work as assigned if selected.

3. Regarding tab 5- References: Would you like the reference to be displayed on the form number 5. Work experience or is this form different?

Answer: Tab 5 and Attachment "G", per the attached Revised Attachments, are separate and both should be completed and submitted.

**Clarification:**

The Table of Contents included the Statement of No Bid as Attachment "B", this was removed, and the Attachments were re-lettered to match the Table of Contents. Please use the Revised Attachments below for submission.

**The solicitation due date and opening time remains: February 16, 2023 at 10:00 AM**

**Attachment:** Revised Table of Contents and Attachments

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

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**ACKNOWLEDGMENT IS HEREBY MADE OF RECEIPT OF THIS ADDENDUM**

**Vendor/Company Name**\_\_\_\_\_

**Vendor Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**End of Addendum #1**

## **REVISED TABLE OF CONTENTS**

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

### **ATTACHMENTS**

ATTACHMENT "A"	ADDENDA ACKNOWLEDGMENT
ATTACHMENT "B"	PUBLIC ENTITY CRIMES SWORN STATEMENT
ATTACHMENT "C"	DRUG FREE WORKPLACE CERTIFICATE
ATTACHMENT "D"	E-VERIFY AFFIDAVIT
ATTACHMENT "E"	INSURANCE REQUIREMENTS
ATTACHMENT "F"	APPLICABLE FEDERAL PROVISIONS
ATTACHMENT "G"	EXPERIENCE OF RESPONDER
ATTACHMENT "H"	DRAFT CONTRACT

**ATTACHMENT “A”  
ADDENDA ACKNOWLEDGMENT**

<p>Acknowledgment is hereby made of receipt of addenda issued during the solicitation period.</p> <p><b>SOLICITATION NUMBER:</b> NC23-016-RFQ</p>	<p>Addendum # _____ through # _____</p> <p>Date:</p>
<p>Signature of Person Completing:</p>	
<p>Printed Name:</p>	<p>Title:</p>

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



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

TO BE RETURNED WITH BID

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

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

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

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

State of: \_\_\_\_\_

County of: \_\_\_\_\_

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

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**ATTACHMENT "C"**  
**DRUG FREE WORKPLACE CERTIFICATE**

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

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

[Remainder of the page intentionally blank.]

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

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date Signed

State of: \_\_\_\_\_

County of: \_\_\_\_\_

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

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_



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

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

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

JOHN A. CRAWFORD  
Ex-Officio Clerk

DENISE MAY  
County Attorney

TACO E. POPE, AICP  
County Manager

## ATTACHMENT "D"

### E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

Project Name: \_\_\_\_\_

Bid No./Contract No.: \_\_\_\_\_

#### **DEFINITIONS:**

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

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

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

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

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

**(904) 530-6100**

***An Affirmative Action / Equal Opportunity Employer***

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

#### **CONTRACT TERMINATION:**

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

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

[Remainder of the page intentionally blank.]

**EXHIBIT "A"**  
**CONTRACTOR E-VERIFY AFFIDAVIT**

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

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

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

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

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

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Name

My Commission Expires: \_\_\_\_\_



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

### **ENVIRONMENTAL COMPLIANCE**

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

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

**EXHIBIT "B"**  
**SUBCONTRACTOR E-VERIFY AFFIDAVIT**

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

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

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

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

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

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Name

My Commission Expires: \_\_\_\_\_

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

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

### **FEDERAL NON-DISCRIMINATION PROVISIONS**

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

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

**ATTACHMENT “E”**  
**GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS**



**COMMERCIAL GENERAL LIABILITY INSURANCE**

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

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

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

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

**WORKERS’ COMPENSATION AND EMPLOYER’S LIABILITY INSURANCE**

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

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

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

Part Two – Employer’s Liability Insurance

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

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

**AUTOMOBILE LIABILITY INSURANCE**

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

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

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

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

**PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)**

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

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

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

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

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

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

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

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

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

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

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

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

## ATTACHMENT “E” FEDERAL PROVISIONS

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

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



shall read as follows:

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

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

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

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

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



the contract.

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

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

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

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

### **FEDERAL NON-DISCRIMINATION PROVISIONS**

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

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

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

### **ENVIRONMENTAL COMPLIANCE**

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

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

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

[Remainder of the page intentionally blank.]

**ATTACHMENT "G"**  
**EXPERIENCE OF RESPONDENT**

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

**1. FIRM NAME:** \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Name of primary contact responsible for work performance: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**2. INSURANCE:**

Surety Company: \_\_\_\_\_

Agent Company: \_\_\_\_\_

Agent Contact: \_\_\_\_\_

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

**3. EXPERIENCE:**

Years in business: \_\_\_\_\_

Years in business under this name: \_\_\_\_\_

Years performing this type of work: \_\_\_\_\_

Value of work now under contract: \_\_\_\_\_

Value of work in place last year: \_\_\_\_\_

Percentage (%) of work usually self-performed: \_\_\_\_\_

Name of subvendors you may use: \_\_\_\_\_

Has your firm: Failed to complete a contract: \_\_\_ Yes \_\_\_ No

Been involved in bankruptcy or reorganization: \_\_\_ Yes \_\_\_ No

Pending judgment claims or suits against firm: \_\_\_ Yes \_\_\_ No

**4. PERSONNEL**

How many employees does your company employ:

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

## 5. WORK EXPERIENCE:

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

### Reference #1:

Company/Agency Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contract Person: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Project Description: \_\_\_\_\_

Contract \$ Amount: \_\_\_\_\_

Date Completed: \_\_\_\_\_

### Reference #2:

Company/Agency Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contract Person: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Project Description: \_\_\_\_\_

Contract \$ Amount: \_\_\_\_\_

Date Completed: \_\_\_\_\_

### Reference #3:

Company/Agency Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contract Person: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Project Description: \_\_\_\_\_

Contract \$ Amount: \_\_\_\_\_

Date Completed: \_\_\_\_\_

### **REMINDER:**

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

## ATTACHMENT "H"

**CONTRACT FOR \*\*\*\*\* SERVICES**

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

**WHEREAS**, the County received \_\_\_\_\_ for concrete grinding services, on \_\_\_\_\_ at \_\_\_\_\_; and

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

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

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

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

**SECTION 2. Receiving/Payment/Invoicing**

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

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

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

### **SECTION 3. Acceptance of Services and/or Materials**

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

### **SECTION 4. Firm Prices**

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

### **SECTION 5. Fund Availability**

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

### **SECTION 6. Expenses**

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



**SECTION 7. Taxes and Liens**

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

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

**SECTION 8. Laws Governing this Contract**

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

**SECTION 9. Changes**

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

**SECTION 10. Modifications**

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

**SECTION 11. Assignment & Subcontracting**

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

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

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

#### **SECTION 12. Severability**

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

#### **SECTION 13. Termination for Default, Fraud or Willful Misconduct**

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

#### **SECTION 14. Termination for Convenience**

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

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

#### **SECTION 15. Force Majeure**

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

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

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

#### **SECTION 16. Access and Audits**

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

#### **SECTION 17. Vendor Responsibilities**

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

#### **SECTION 18. Public Emergencies**

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

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

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

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

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

#### **SECTION 20. Probationary Period**

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

#### **SECTION 21. Independent Vendor Status**

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

#### **SECTION 22. Indemnification and Insurance**

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

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

#### **SECTION 23. Dispute Resolution**

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

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

#### **SECTION 24. E-Verify System**

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

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

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

#### **SECTION 25. Public Records**

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

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



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

#### **SECTION 26. Request for Records; Noncompliance**

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

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

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

#### **SECTION 27. Civil Action**

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

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

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



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

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

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

**SECTION 29. Entire Agreement**

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

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

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

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

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

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

Approved as to form and legality by the  
Nassau County Attorney

\_\_\_\_\_  
DENISE C. MAY

**UNITED BROTHERS DEVELOPMENT  
CORPORATION**

\_\_\_\_\_  
By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

DRAFT

## EXHIBIT "B"

### VENDOR'S RESPONSE



RFQ No. NC23-016

# CONTINUING CONTRACT FOR PROFESSIONAL GEOTECHNICAL AND MATERIAL TESTING SERVICES



5561 Florida Mining Blvd S  
Jacksonville, Florida 32257  
p. 904.296.0757

[universalengineering.com](http://universalengineering.com)

February 16, 2023

Universal Engineering Sciences

Attention: Nassau County Board of County  
Commissioners5561 Florida Mining Blvd S  
Jacksonville, FL 32257Reference: RFQ No. NC23-016, Continuing Contract for  
Professional Geotechnical and Materials  
Testing Services

904.296.0757

Dear Committee Members:

Universal Engineering Sciences (UES) truly appreciates the opportunity to present our services and experience to the Nassau County Board of County Commissioners in response to this solicitation for Continuing Contract for Professional Geotechnical and Materials Testing Services. We are confident that our capabilities and experience position UES as the ideal firm to execute said scope.

UES has 75 fully operational and fully-staffed branches spanning the U.S. with 18 of these branches located in Florida. These strategically located offices meet the needs of our clients by providing local expert knowledge and solutions unique to the region. The wide distribution of our resources also means that we can rapidly respond to the needs of our clients with an immediate allocation of equipment and workforce.

Each office is staffed with dedicated professionals familiar with the region's geographic conditions, state, county, and city regulations and who have developed strong working relationships with local specialized sub-consultants and vendors.

Our team has decades of experience providing expert Geotechnical and Materials Testing Services to complex projects of all sizes, public or private. Our team's technical expertise and specialized training, a fleet of equipment, and broad scope of capabilities have assisted our clients in finding solutions to complex and difficult challenges on various projects.

When you work with UES, you'll be interacting with industry professionals who pride themselves on the highest level of integrity, dependability, ethics, and quality of work and who are also exceptionally innovative, dynamic, and responsive. We want our clients to think of UES as an extension of their organizations and their trusted advisors.

Our Principals have thoroughly reviewed and understand this RFQ, its related documents, and the anticipated scope of work. This Request for Qualifications package has been made without collusion with any other person or entity submitting a proposal pursuant to this RFQ. UES attests that the information provided in this RFQ response is complete, current and factual.

Our team is **positively committed** to serve as an extension of your staff, and we will represent Nassau County in the best possible way. UES appreciates the opportunity to be of service to the Nassau County Board of County Commissioners in support of this contract and we look forward to your favorable reply. On behalf of our entire team, we would like to thank you for this opportunity, your time, and your consideration.

Respectfully,

**Universal Engineering Sciences**

Stephen Weaver, PE  
Geotechnical Services Manager - **Primary Contact**  
5561 Florida Mining Blvd. S  
Jacksonville, FL 32257  
p 904.296.0757 | Sweaver@teamues.com

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## TAB 3

# **Team Organization, Experience and Qualifications**



## CORPORATE HEADQUARTERS

Universal Engineering Sciences, LLC.  
 4205 Vineland Rd., Suite L1  
 Orlando, FL 32801

## OFFICE IN CHARGE

5561 Florida Mining Blvd S.  
 Jacksonville, FL 32257  
 p. (904) 296-0757  
 f. (904) 296-0748

## ESTABLISHED

Corporation, 1964, Florida

## AUTHORIZED IN FLORIDA

1964

## OFFICERS

CEO: David Witsken  
 CFO: Mike Dear

## FEIN

59-1117804

## DUNS

06-481-7562

## A. FIRM DESCRIPTION

For nearly six decades, Universal Engineering Sciences (UES) has provided essential engineering services throughout the United States, including Geotechnical Engineering, Construction Materials Testing & Inspection, Code Compliance, Environmental, Occupational Health & Safety, and Building Envelope.

Experienced and proven, UES is considered a pioneer of the industry and stands at the forefront of emerging technology, best practices, and influential legislature.

Our work includes both public and private clients and consists of projects ranging from transportation and healthcare to commercial and education.

Our team of Professional Engineers, Geologists, Environmental Professionals, state certified Building Officials, Plans Examiners, Building Officials, and technical staff have the experience, education, and equipment necessary to provide all of the assessment and monitoring services required for this clients.

## OUR VISION

Become the most sought after, respected, and successful engineering firm in the country, by making notable contributions to our industry and the communities in which we live and work. Pioneer groundbreaking solutions, attract the best talent, and foster enriching opportunities for career growth.

## OUR MISSION

Provide the highest quality engineering services, built on our strong foundation of deep industry expertise, trusted relationships, superior customer service and agility, and our reputation for safety and quality, in order to ensure the success of our clients and the national growth of our business.

## OUR CORE VALUES

- Ethics/Integrity/Trust
- Family Culture /Atmosphere
- Innovation
- Quality/Safety
- Commitment to Our Profession

## UNMATCHED RESOURCES

With more than 3,500 professionals and 75 national branches, UES hosts a broad range of services including Environmental Services, Geotechnical Engineering, Construction Materials Testing & Inspection, Code Compliance, Occupational Health & Safety, and Building Envelope.

UES' professional engineers, field technicians, and geologists are registered throughout the United States, holding advanced degrees in their respective professions. Furthermore, we encourage our technicians to develop professional accreditation such as NICET (National Institute for Certification in Engineering Technologies), ACI (American Concrete Institute) certification, and State Departments of Transportation.

Our staff is supported by a comprehensive set of resources, including one of the largest fleets of propane-fueled energy-efficient field vehicles, modern high-capacity drill rigs, and state-of-the-art laboratories capable of performing AASHTO

(American Association of State Highway and Transportation Officials), ASTM (American Society for Testing and Materials), FM (Fluid Machines), and USACE (United States Army Corp of Engineers) accredited testing on soils, rock cores, and water samples.

## THE RIGHT PLACE

Our fully-operational and fully-staffed branches range from California to the DC Metro area to Miami. These strategically located offices meet the needs of our clients by providing local expert knowledge and solutions unique to the region. The wide distribution of our resources also means that we are able to rapidly respond to the needs of our clients with an immediate allocation of equipment and manpower.

Each office is staffed with dedicated professionals who are familiar with the geographic conditions, state, county, and city regulations, and who have developed strong working relationships with local specialized subconsultants and vendors.

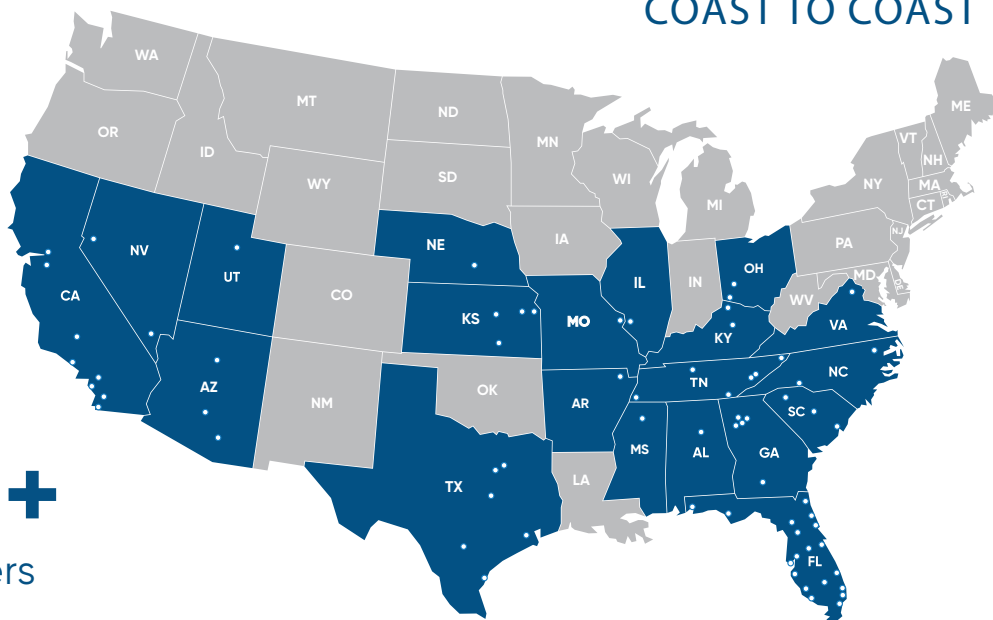
## 75 OFFICE LOCATIONS

### COAST TO COAST

**75**  
Branches

**21**  
States

**3400+**  
Team Members





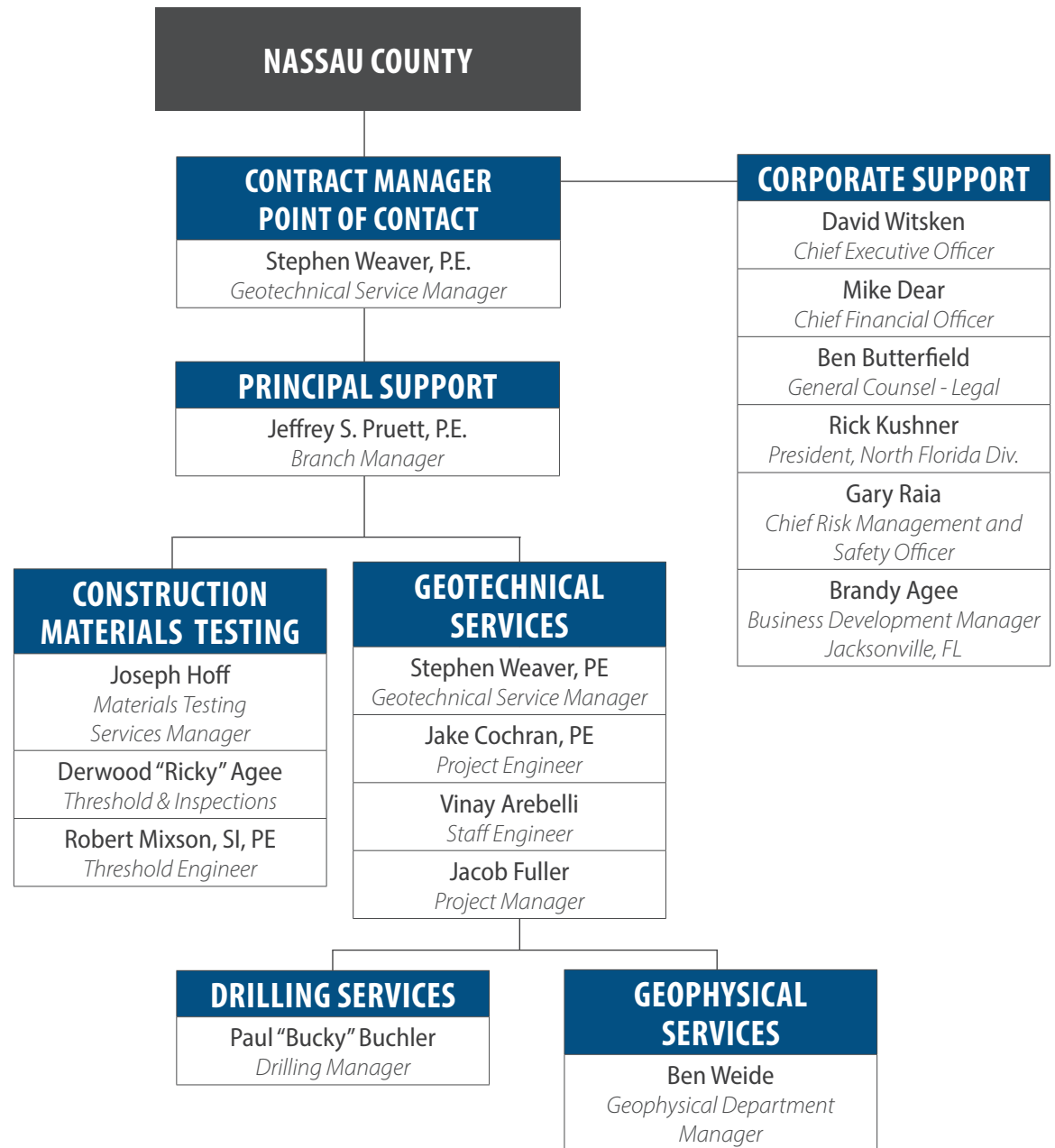
## B. APPLICABLE PROJECT EXPERIENCE

Our UES Jacksonville branch has project experience with local municipalities and utilities that involved geotechnical services and/or construction materials testing, inspections, and reporting.

Project	Project Type
Pages Dairy Road Widening	Nassau County/ Connelly & Wicker
Chester Road Resurfacing	Nassau County/ Connelly & Wicker
Pages Dairy Rd. & Chester Rd. Intersection Improvements	Nassau County/ Connelly & Wicker
Spencer Wastewater Treatment Facility #1	Clay County Water Authority
City of St. Augustine Force Main	St. Johns County
St. Johns County Underdrain Evaluation	St. Johns County
St. Johns County Public Works Fuel Tank	St. Johns County
Montgomery Correctional Institute	Duval County
City of Jacksonville Fire Station Paverne	County Government
Sander Lakes Underdrain Analysis	Duval County
City of Palatka Reuse Irrigation Storage	City of Palatka
Maxville Tap Mining Access Rd. Improvements	Utilities - Florida Power and Light Co.
Seminole Electric Black Creek Substation	Utilities
FPL Oxbow Substation	Utilities - Florida Power and Light Co.
Owens Road Parcel Utility Borings	Utilities
Circuit 650 Reconductor - Jacksonville	Utilities
FRC Industrial Training Center	Federal Government
Tyndall Air Force Base - Multiple Projects	Federal Government



## C. ORGANIZATIONAL CHART OF PROJECT TEAM





## Education

MS, Civil Engineering,  
University of Florida

BS, Civil Engineering,  
University of Florida

## Years of Experience

40

## Licenses

- Professional Engineer, FL,  
GA, SC

## Professional Affiliations

- American Society of Civil Engineers (ASCE)
- Florida Engineering Society (FES)
- American Society of Highway Engineers (ASHE)
- Florida Engineering Leadership Institute

## Expertise

- Geotechnical Engineering
- Pavement Design and Evaluations
- Groundwater Modeling
- Wetland Drainage Studies
- Phase I Environmental Assessments
- Construction Monitoring and Quality Control
- Foundation Design and Construction

## Stephen R. Weaver, PE

### Geotechnical Services Manager

Mr. Weaver has over 40 years of experience in the geotechnical and environmental fields, including 38 years in Northeast Florida. Mr. Weaver has directed and managed a wide range of projects throughout Florida, Georgia, and South Carolina, including small and large retail commercial projects, communication towers, FDOT bridges and roadways, various naval facilities, municipal roadways and parks, private and public utilities, public and private schools, drainage studies, etc. He has managed numerous contracts for continuing geotechnical services for various agencies such as JEA, City of Jacksonville, St. Johns County, Nassau County, Clay County Utility Authority, and Florida Fish and Wildlife Commission (FWC).

## PROJECT EXPERIENCE

### Fire Station #60

Bryceville, Nassau County, FL  
Engineering Services

### Nassau County Pavement Evaluation

Nassau County, FL  
Various Intersections, PBS&J/Nassau County Engineering

### Chester Road Intersection Improvements

Yulee, FL  
PBS&J/Nassau County Engineering

### Fernandina Beach Airport

Fernandina Beach, FL  
Taxiway E, Fernandina Beach

### CR108 & CR115A Intersection Improvements

Hilliard, FL  
Nassau Co./Nassau County Engineering

### Fernandina Beach Airport Warehouse

Fernandina Beach, FL  
Florida Public Utilities

### Sandhill Recycle Center Landfill Expansion

Yulee, FL  
S2L Inc.

### Chester Road Resurfacing

Fernandian, FL  
Connelly & Wicker/ Nassau County

### Fernandina Beach Marina Boat Ramp

Fernandina Beach, FL  
City of Fernandina Beach

### CR107 and Goffinsville Rd Improvements

Fernandina Beach, FL  
Ayres Assoc./Nassau Co. Eng.

### CR121 Drainage/Pond Design

Hilliard, FL  
Ayres Assoc./Nassau County Engineering

### Pages Dairy Road and Chester Road Intersection Improvements

Fernandina Beach, FL  
Connelly & Wicker/ Nassau County

### CR108 & Orange Street Sewer Rehabilitation

Hilliard, FL  
Town of Hilliard

### Pages Dairy Road Widening

Fernandina Beach, FL  
Connelly & Wicker/ Nassau County

### 14th Street & Lime Street Mast Arms

Fernandina Beach, FL  
Connelly & Wicker/Nassau Co. Eng.

### Town of Callahan Water Treatment Plant Expansion

Callahan, FL  
Town of Callahan



### Education

BS, Civil Engineering,  
University of Florida

### Years of Experience

32

### Licenses

- Professional Engineer, FL #50775
- Professional Engineer: GA, AL, SC, NC, VA, DC, MD, WV, TX

### Certifications

- Certified Building Contractor #059177
- OSHA Hazardous Waste Site Safety

### Contact Information

jpruett@teamues.com  
o: 904-296-0757 x:10901

## Jeffrey S. Pruett, P.E.

### Senior Geotechnical Engineer

Mr. Pruett has over 32 years of post graduate geotechnical engineering and materials testing. He serves as one of Universal's Regional Managers, one of Universal's Senior Geotechnical engineers, and Design/Build Project Managers. As geotechnical Engineer of Record he is responsible for geotechnical scope development, oversight of field exploration, and oversight of plans development. He also serves as Foundation Geotechnical Engineer of Record for PDA, PIT, and CSL deep foundation testing.

Mr. Pruett's has performed as geotechnical Engineer of Record for over a dozen FDOT projects including roadways and bridges. His expertise includes deep foundation design of driven piling and drilled shafts, MSE wall and high-fill settlement, and various shallow and deep ground improvement techniques. He has managed several FDOT district wide and GEC contracts for geotechnical, pavement evaluation, and materials testing.

### PROJECT EXPERIENCE

#### Griffin Road Improvements

Nassau County, FL

#### Miner Road Improvements

Nassau County, FL

#### CR 121 Improvements

Nassau County, FL

#### SR 200 Roadways and Bridges

Nassau County, FL

#### Chester Road Intersection Improvements

Nassau County, FL

#### Saddler Road & Citrona Drive Improvements

Nassau County, FL

#### US 1 & Ratliff Road Improvements

Nassau County, FL

#### CR 107 & Goffinsville Road Improvements

Nassau County, FL

#### CR 108 \* CR 115A Intersection Improvements

Nassau County, FL

#### 14th Street & Simmons Improvements

Nassau County, FL

#### US 301 & Sandy Ford Road Improvements

Nassau County, FL

#### Nassau County Judicial Complex

Nassau County, FL

#### Inn at Beachside

Nassau County, FL

#### Yulee Sports Complex

Yulee, FL

#### Yulee Clinic Addition

Yulee, FL

#### New Wal-Mart

Yulee, FL

#### Hilliard Fire Station No 40

Hilliard, FL

#### New Wendy's Restaurants

Hilliard and Yulee, FL

#### Fernandina Cay

Fernandina Beach, FL



### Education

BS, Civil Engineering,  
University of North Florida

### Years of Experience

10

### Licenses

Professional Engineer, FL,  
GA, CO.

### Contact Information

jcochran@teamues.com  
o: 904-296-0757

## Jake Cochran, PE

### Senior Geotechnical Engineer

Jake Cochran has over 10 years of engineering experience. Mr. Cochran has been employed by UES in Northeast Florida for 5 1/2 years on a variety of Geotechnical and Materials Testing Projects. He is experienced in a wide range of projects including transportation, municipal, commercial, industrial, and residential.

## PROJECT EXPERIENCE

### American Beach Gravity Sewer

American Beach, FL

Coordinated drilling and prepared recommendations and Geotechnical Report for proposed gravity sewer to replace the existing septic systems and lift stations.

### Peter Creek Water Treatment Plant - Water Storage Tank

Clay County, FL

Coordinated drilling and prepared recommendations and Geotechnical Report for a proposed 100 foot diameter, 1.25 million gallon water storage tank.

### Race Track Road Widening

St. Johns County, FL

Coordinated drilling and prepared recommendations and Geotechnical Report for a roadway widening project. Recommendations were prepared for approach slabs, mast arms and pavement widening.





### Education

MS, Civil Engineering, Texas  
A & M

### Years of Experience

4

### Contact Information

varebelli@teamues.com  
o: 904-296-0757

## Vinay Arebelli

### Geotechnical Project Engineer

Vinay Arebelli has over four years of geotechnical project engineering experience. He has worked in the design and construction of several municipal, commercial, residential and industrial projects.

## PROJECT EXPERIENCE

### Flagler County Library

Bunnell, FL

This project is included with design of a two-story library building with hurricane shelter and administrative headquarters of approximately 50,000 sq.ft in area.

### United States Coast Guard Station

Cape Canaveral, FL

This project included with design and construction of a two-story building (Operations Center) with approximately 30,000 sq.ft in area, along with an one-story Exchange Center Building and replacement of the existing bulkhead and finger pier.

### Turie T. Small Elementary School

Daytona Beach, FL

This project for Volusia County Schools included design and construction of a two-three story school building with approximately +30,000 sq.ft in area.

### FDOT Circuit 428 Extension

Jacksonville, FL

Mr. Arebelli served as a project engineer for this FDOT project, which included geotechnical exploration. UES performed four SPT borings to depth of 40 feet.

### Starrett Rd 367 Feeder Extension

Jacksonville, FL

Mr. Arebelli served as a project engineer for this feeder extension project. UES performed 25 foot borings into a wetlands.

### 600 Wells Road

Orange Park, FL

Mr. Arebelli served as a project engineer for the geotechnical exploration of this project which included pavement cores.

### Deerfield Site

St. Augustine, FL

Mr. Arebelli served as a project engineer for this project. UES was contracted to perform four borings for pond infiltration and design.



## Education

MS, Civil Engineering -  
Coastal and Port - University  
of North Florida

BS, Building Construction -  
University of North Florida

## Years of Experience

5

## Contact Information

jfuller@teamues.com  
o: 904-296-0757 x:10928

## Jacob Fuller

### Geotechnical Project Manager

Jacob Fuller has over five years of geotechnical project management experience in Northeast Florida. Jacob has worked in multiple projects government projects including assessment of Asset Maintenance Contracting (AMC), research of new soil stabilization techniques, pavement coring, and FDOT bridges.

## PROJECT EXPERIENCE

### FDOT CA301 Coring Contract

FDOT District 2

Mr. Fuller performed as the project manager. UES provided asphalt pavement coring and evaluation for the state roadways through FDOT District 2.

### FDOT CAK59, SR 24 Depression

FDOT District 2

Mr. Fuller performed as the project manager. UES provided geotechnical consulting and project management for projects throughout FDOT District 2.

### Mussallem Beachfront Park

St. Johns County, FL

Mr. Fuller performed as the project manager. UES provided subsurface exploration that included a boardwalk, scenic overlook and pavilion, and a restroom structure.

### I-95 at I-295 North Interchange

Duval County, FL

Mr. Fuller performed as the project manager. UES provided geotechnical services for the proposed bridges, mast light structures, overhead sign foundations, mast arms, culvert extensions, noise barrier wall, MSE retaining walls, ponds and four jack and bore locations.

### JU golf Training Facility Borrow Source

Jacksonville, FL

Mr. Fuller performed as the project manager. UES provided two SPT borings to depths of 15 feet, two horizontal field permeability test, index and classification tests on representative samples.

### I-4 Turnpike Direct Connect

Florida

Mr. Fuller performed as the project manager. UES provided geotechnical evaluation for the construction of the new direct connect turnpike project.

### City of Jacksonville Fire Station Pavement

Jacksonville, FL

Mr. Fuller performed as the project manager. UES provided geotechnical exploration for pavement improvements.

### City of St. Augustine Force Main

St. Augustine, FL

Mr. Fuller performed as the project manager. UES nine SPT borings to a depth of 25 feet for the construction of a force main.

### City of Palatka Reuse Irrigation Storage

Palatka, FL

Mr. Fuller performed as the project manager. UES provided geotechnical evaluation the reuse irrigation storage pond.

### FPL - Maxville Tap - Mining

Duval, FL

Mr. Fuller performed as the project manager. UES provided geotechnical services for the exploration of a new access road along an existing transmission line easement.



## Years of Experience

16

## Licenses

- American Concrete Institute

## Certifications

- ACI Concrete Transportation Construction Inspector
- ACI Concrete Field Testing Technician - Grade I
- FDOT/CTQP Quality Control Manager
- FDOT/CTQP Drilled Shaft Inspector
- FDOT/CTQP Concrete Field Technician - Level I & II
- FDOT/CTQP Asphalt Paving Level I & II
- FDOT MSE Wall Inspector
- Nuclear Density Gauge Radiation Safety Training

## Contact Information

jhoff@teamues.com

o: 904-296-0757 x:10948

## Joseph Hoff

### Construction Services Department Manager

Joseph Hoff has 16 years experience in the fields of construction materials testing, Quality Control inspections, Construction Quality assurance, Project Management and personnel management. Joseph has extensive experience and knowledge of the Florida Department of Transportation (FDOT) testing and inspection guidelines and earthwork requirements including log books, retaining wall construction and inspection, bridge deck construction and inspection, pavement sections (rigid and flexible) construction and inspections, pavement rehabilitation and concrete construction and inspection.

## PROJECT EXPERIENCE

### I-295 Express Lanes (FDOT)

Jacksonville, Florida

### I-10 Operations (FDOT)

Jacksonville, Florida

### I-295 North Interchange (FDOT)

Jacksonville, Florida

### Sisters Creek Bridge (FDOT)

Jacksonville, Florida

### San Sebastian Bridge (FDOT)

St. Augustine, Florida

### Overland Bridge (FDOT)

Jacksonville, Florida

### Embassy Suites

Jacksonville, Florida

### Lofts at LaVilla

Jacksonville, Florida

### NAS Jax

Jacksonville, Florida

### Antigua Apartments

Jacksonville, Florida

### Sentosa Beachwalk Apartments

Jacksonville, Florida

### CR 2209 & CR 244 Improvements (FDOT)

St. Johns County, Florida

### State Road 9B, Phase II & III (FDOT)

Jacksonville, Florida

### SR 243, Pecan Park Ext (FDOT)

Jacksonville, Florida

### Heckscher Drive (FDOT)

Jacksonville, Florida

### Racetrac Road Widening (FDOT)

St. Johns County, Florida

### Durbin Park Pavilion

St. Johns, Florida

### Mill Creek Subdivision, Ph I & II

Jacksonville, Florida

### Fox Ridge Subdivision

Jacksonville, Florida

### Carter Hall Subdivision

Jacksonville, Florida

### Coco Cay Pier Development

CoCo Cay Island, Bahamas

### State Road 23 (FDOT)

Jacksonville, Florida

### Bainbridge Apartments

Jacksonville, Florida

### SR15 Dunns Creek (FDOT)

Putnam County, Florida





## Years of Experience

29

## Licenses

- Commercial Building Inspector
- Residential Inspector

## Certifications

- ICC Registered Building Inspector
- FDOT QC Manager
- FDOT Earthworks Inspector Level I & II
- FDOT Asphalt Roadway Inspector Level I
- ACI Concrete Certified Level I & II

## Contact Information

ragee@teamues.com

o: 904.296.0757 x:10903

## Ricky Agee

### Director of Code Compliance Services

Ricky has 29 total years of experience, with 24 years at Universal Engineering in construction inspections and materials testing. He is a licensed building inspector in commercial building and residential (including, building, mechanical, electrical and plumbing). In addition to inspections, Ricky leads a team of 38 multi-licensed inspectors and plans examiners. He is responsible for personnel training and mentoring as well as client management. He works as the liaison between the various municipalities and clients.

## PROJECT EXPERIENCE

### City of Atlantic Beach

Atlantic Beach, FL

### City of Neptune Beach

Neptune Beach, FL

### Town of Orange Park

Orange Park, FL

### Clay County Building Department

Clay County, FL

### Nassau County Building Department

Nassau County, FL

### City of Fernandina Beach

Fernandina Beach, FL

### City of Jacksonville

Jacksonville Beach, FL

### Macie Creek Apartments

Middleburg, FL

### Baptist Clay Addition

Middleburg, FL

### Loft at LaVilla

Jacksonville, FL

### VyStar Headquarters

Jacksonville, FL

### Lofts at Jefferson Station

Jacksonville, FL

### Vestcor Apartments

Jacksonville, FL

### Villa at St. Johns

Jacksonville, FL

### The Renaissance at World Golf Village

St. Augustine, FL

### PGA Hall of Fame at World Golf Village

St. Augustine, FL

### Epic Movie Theatre

Yulee, FL

### Veteran's Memorial Area

Jacksonville, FL

### Shands Cancer Center

Jacksonville, FL

### The Station Apartments

Fleming Island, FL

### Crystal Lagoon at Beachwalk

St. Johns, FL

### Sentosa at Beachwalk

Jacksonville Beach, FL

### Embassy Suites

St. Augustine, FL

### Jacksonville University Dorms

Jacksonville, FL



### Education

Master of Engineering in Civil Engineering, University of Florida

Bachelor of Science in Civil Engineering, University of Florida

### Years of Experience

17

### Licenses

- Professional Engineer, FL, NC

### Contact Information

rmixson@teamues.com

o: 904-296-0757

## Robert C. Mixson, PE, SI

BID Department Manager

### PROJECT EXPERIENCE

#### IDEA Charter Bassett Road School

Jacksonville, FL

Construction materials testing for an educational facility

#### KIPP Golfair

Jacksonville, FL

Private provider inspections and geotechnical evaluation for an educational facility

#### KIPP Charter School 103rd

Jacksonville, FL

Construction materials testing for an educational facility

#### JU Basketball Training and Performance Center

Jacksonville, FL

Construction materials testing for an educational facility

#### Bolles Ticket Building and Tower Sign

Jacksonville, FL

Construction materials testing for an educational facility

#### Bolles Center for Innovation

Jacksonville, FL

Construction materials testing for an educational facility

#### River City Science Academy - San Pablo

Jacksonville, FL

Phase I environmental site assessment for an educational facility

#### River City Science Academy - Bayard

Jacksonville, FL

Phase I environmental site assessment for an educational facility

#### RCSA Bayard Campus

Jacksonville, FL

Provide private provider inspections for an educational facility

#### GOCA Arts Building

Jacksonville, FL

Provide private provider plan review of an educational facility



## Years of Experience

42

## Certifications

- OSHA Hazardous Materials
- Water Well Contractor

## Paul Buchler

### Drilling Manager

Paul has more than 42 years of multidisciplinary experience as a manager of safety, geotechnical driller and technician, and asphalt coring supervisor in the Northeast Florida region. He is responsible for maintenance of the drill rig fleet, coordination of drill rigs and associated crews performing Standard Penetration Tests, NX coring, auger borings, and roadway coring. He also interacts daily with new and existing clientele to generate opportunities, foster and maintain business relationships with both private and public entities. In addition, Paul has provided site investigation activities for thousands of projects of varying size for both public and private sector clients. Paul is the licensed water well contractor for the company and maintains the OSHA 40 hour Hazwoper certification.

Paul has worked on several medium and large FDOT projects while working with Universal Engineering Sciences. His work, as listed above, on FDOT projects in that time includes, but is not limited to, FDOT asphalt coring contract C9D67, I-95 and I-295 Interchange, Fuller Warren Bridge, Howard Frankland Bridge, and SR-23. Paul also has extensive experience working with local municipalities and utility companies, including but not limited to Nassau County, St. Johns County, Clay County, City of Fernandina Beach, City of Jacksonville, City of St. Augustine, Town of Callahan, JEA, Clay County Utility Authority, Florida Power & Light, among others.

## PROJECT EXPERIENCE

### Fire Station #60

Bryceville, Nassau County, FL  
Engineering Services

### Nassau County Pavement Evaluation

Nassau County, FL  
Various Intersections, PBS&J/Nassau  
County Engineering

### Chester Road Intersection Improvements

Yulee, FL  
PBS&J/Nassau County Engineering

### CR108 & CR115A Intersection Improvements

Hilliard, FL  
Nassau Co./Nassau County Engineering

### Fernandina Beach Airport Warehouse

Fernandina Beach, FL  
Florida Public Utilities

### Chester Road Resurfacing

Fernandian, FL  
Connelly & Wicker/ Nassau County

### CR107 and Goffinsville Rd Improvements

Fernandina Beach, FL  
Ayres Assoc./Nassau Co. Eng.

### CR121 Drainage/Pond Design

Hilliard, FL  
Ayres Assoc./Nassau County Engineering

### Pages Dairy Road and Chester Road Intersection Improvements

Fernandina Beach, FL  
Connelly & Wicker/ Nassau County

### CR108 & Orange Street Sewer Rehabilitation

Hilliard, FL  
Town of Hilliard

### Pages Dairy Road Widening

Fernandina Beach, FL  
Connelly & Wicker/ Nassau County

### 14th Street & Lime Street Mast Arms

Fernandina Beach, FL  
Connelly & Wicker/Nassau Co. Eng.



### Education

MS, Geospatial Sciences -  
Missouri State University

### Years of Experience

11

### Licenses

- PG NC2579

### Contact Information

bweide@teamues.com

o: 904.296.0757

## Ben Weide

### Virtual Design Consulting Manager

Experienced manager with a demonstrated history of successfully supporting residential, commercial, and industrial construction projects. Skilled in non-destructive and geophysical surveys, laser scan and topographic surveys, and 2D/3D modeling of respective geophysical and survey data.

## PROJECT EXPERIENCE

### FLP Lake Park Facility

Lake Park, FL

Performed subsurface utility engineering survey for a building addition. Below ground data was modeled as a 2D utility map using Civil 3D. Above ground data was also surveyed and included as a part of the 2D utility map.

### Lockheed Martin

King of Prussia, PA

Performed subsurface utility engineering and laser scanning surveys for facility. Below ground data was modeled in 3D using Civil 3D/Navisworks. Above ground data was processed and prepared as a colored point using Recap/Navisworks.

### Pearl - Innovation District

Charlotte, NC

Performed subsurface utility engineering and laser scanning surveys for development. Below ground data was modeled in 3D using Civil 3D/Navisworks. Above ground data was prepared as a colored point and 3D model using Recap/Revit/Navisworks.

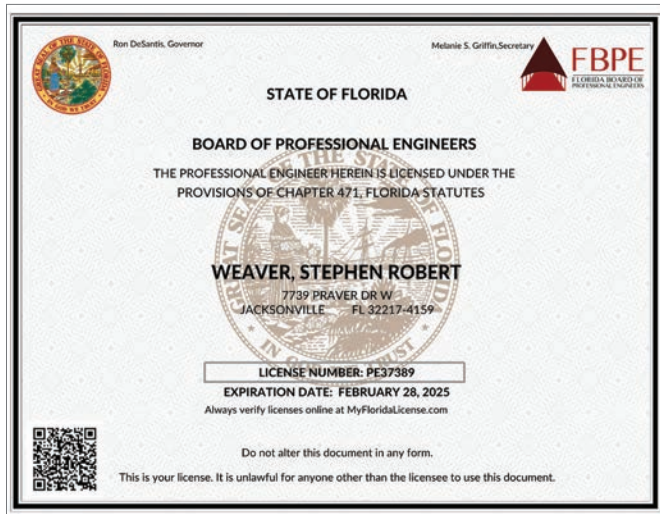
### Project Meadow

Dallas, TX

Performed 3D modeling of existing underground infrastructure including as-built utilities and proposed stormwater retention system. 3D modeling was performed using Civil 3D.

## STAFF LICENSE & CERTIFICATIONS

### STEPHEN WEAVER



### JEFFREY PRUETT

<b>Licensee Information</b>	
Name:	PRUETT, JEFFREY SCOTT (Primary Name)
Main Address:	5561 FLORIDA MINING BLVD. S. JACKSONVILLE Florida 322570000
County:	DUVAL
<b>License Information</b>	
License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	50775
Status:	Current,Active
Licensure Date:	08/02/1996
Expires:	02/28/2025

<b>Licensee Information</b>	
Name:	PRUETT, JEFFERSON SCOTT (Primary Name) J PRUETT BUILDERS, LLC (DBA Name)
Main Address:	4315 PALMER AVENUE JACKSONVILLE Florida 32210
County:	DUVAL
<b>License Information</b>	
License Type:	Certified Building Contractor
Rank:	Cert Building
License Number:	CBC059177
Status:	Current,Active
Licensure Date:	10/23/1999
Expires:	08/31/2024

### JAKE COCHRAN

<b>Licensee Information</b>	
Name:	COCHRAN, JAKE DONALD (Primary Name)
Main Address:	133 MOHEGAN ROAD ST. AUGUSTINE Florida 32086
County:	ST. JOHNS
<b>License Information</b>	
License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	90493
Status:	Current,Active
Licensure Date:	12/21/2020
Expires:	02/28/2025
<b>Special Qualifications</b>	
Civil	Qualification Effective 12/21/2020

### JOSEPH HOFF

Qualification Name	Certificate Number	Valid from	Expires on
Asphalt Paving - Level 1	2004756	09/18/2020	09/18/2025
Asphalt Paving - Level 2	2004553	09/18/2020	09/18/2025
Concrete Batch Plant Operator	N/A	05/30/2019	05/30/2024
Concrete Field Inspector - Level 2	3017554	08/31/2020	10/23/2024
Drilled Shaft Inspection	2000113	01/04/2020	01/04/2025
Earthwork Construction Inspection - Level 1	2001246	02/28/2020	02/28/2025
Earthwork Construction Inspection - Level 2	2007525	02/04/2021	02/04/2026
FDOT Concrete Field Inspector Specification	2004007	07/31/2020	07/31/2025
Final Estimates - Level 1	2005073	09/18/2020	09/18/2025
Final Estimates - Level 1	2005073	09/18/2020	09/18/2025
Final Estimates - Level 1	2005073	09/18/2020	09/18/2025
Final Estimates - Level 2	2006196	10/16/2020	10/16/2025
QC Manager	N/A	12/02/2009	01/01/2099

#### Joseph A Hoff

ACI Concrete Transportation Construction Inspector

Expires: October 23, 2024

Palm Coast, FL 32137-3514 United States

#### Joseph A Hoff

ACI Concrete Field Testing Technician – Grade I

Expires: March 23, 2024

Palm Coast, FL 32137-3514 United States

### ROBERT MIXSON

<b>Licensee Information</b>	
Name:	MIXSON, ROBERT CLARK (Primary Name)
Main Address:	2671 SADIES COVE COURT JACKSONVILLE Florida 32223
County:	DUVAL
License Mailing:	2671 SADIES COVE COURT JACKSONVILLE FL 32223
County:	DUVAL
<b>License Information</b>	
License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	79217
Status:	Current,Active
Licensure Date:	05/28/2015
Expires:	02/28/2025
<b>Special Qualifications</b>	
Civil	Qualification Effective 05/28/2015
Special Inspector	12/16/2020

## RICKY AGEE

<b>Licensee Information</b>	
Name:	AGEE, DERWOOD RICKY (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*
<b>License Information</b>	
License Type:	Standard Plans Examiner
Rank:	Plans Examiner
License Number:	PX4675
Status:	Current,Active
Licensure Date:	10/18/2021
Expires:	11/30/2023
<b>Special Qualifications</b>	
Building	Qualification Effective 10/18/2021

<b>Licensee Information</b>	
Name:	AGEE, DERWOOD RICKY (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*
License Mailing:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*
<b>License Information</b>	
License Type:	Standard Inspector
Rank:	Inspector
License Number:	BN5357
Status:	Current,Active
Licensure Date:	05/17/2006
Expires:	11/30/2023

<b>Licensee Information</b>	
Name:	AGEE, DERWOOD RICKY (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*
<b>License Information</b>	
License Type:	Residential Plans Examiner
Rank:	Residential
License Number:	RPX358
Status:	Current,Active
Licensure Date:	10/20/2021
Expires:	11/30/2023



## D. INNOVATIVE TECHNOLOGY-BASED AND EXAMPLES UTILIZED ON PRIOR PROJECTS

**Project Title:** Brevard-Poinsett Access Road Improvements

**UES Personnel:** Jacob Fuller and Steve Weaver, PE

**Client:** FP&L

**Location:** Titusville, Florida

The construction scope of this project covered the installation of approximately 4 miles of the aggregate access road along an existing transmission line easement adjacent to the St. Johns River in Titusville, Florida. The primary purposes of this work were to provide stable access for equipment and support vehicles for power line maintenance and emergency repair along the easement section, which mainly consisted of highly vegetated and often flooded, wetland areas. Jacob Fuller acted as an on-site liaison for FP&L during the construction process to ensure the satisfactory completion of the project.

Mr. Fuller's duties generally entailed providing field geotechnical/civil engineering oversight of the construction, providing novel construction alternatives to proposed plans where more economical options were possible, and adapting to unforeseen site conditions. These alternatives mainly consisted of a reduction in the thickness and width of the aggregate profile through active construction observation, understanding of the overall goal of the work, and knowledge of the performance of various geosynthetic materials.

One of the primary innovative services provided during this project was the recommendation of alternative roadway profiles to reduce construction time and project costs. This was accomplished by using Mirafi geosynthetic materials placed directly on the surface, followed by the placement of aggregate to the final access road surface. Most areas of this site were under one to two feet of standing water during most of the year, and the surface soils often consisted of several feet of surficial organics, as shown in photo 1. By providing a detailed understanding of these materials' capabilities and best-value construction procedures, this project was able to be completed within the allotted budget. However, on-site conditions resulted in many engineering and

construction issues that would have likely resulted in the failure to complete the project. The dynamic correspondence with the engineering and construction team regarding these profile adaptations allowed for completing a serviceable roadway throughout a problematic area, as shown in photo 2.

Due to the relatively low topography and proximity of this site to the St. John's River, Mr. Fuller and the team found that several areas of the site experienced intermittent surficial water flow perpendicular to the access road. These conditions resulted in the high potential for washout of the access road, which could have rendered much of the roadway inaccessible. These conditions were not realized until construction was in progress, which meant that the additional cost and need for environmental permitting were not an option for the client by that time. Mr. Fuller and the team created a novel "water crossing" roadway section by altering the roadway profile to resemble a French drain-style culvert system. This innovation allowed for the construction of a stable roadway section that did not impede the site's natural hydrology and, therefore, remained in accordance with the established site-specific environmental guidelines.

In summary, by understanding the project goals, materials capabilities, limitations, constructability of proposed sections, and environmental constraints, Mr. Fuller assisted both FP&L and the site contractor in ensuring the full proposed scope of the project was completed as intended.



## **KNOWLEDGE OF AND COMPLIANCE WITH STATE AND LOCAL LAWS**

With a repertoire spanning nearly 60 years in the state of Florida, UES has performed numerous contracts for state, county and local entities (including more than a dozen for Nassau County).

Having worked with various governments and municipal clients, we are knowledgeable in, and maintain compliance with, state and local laws.



## TAB 4

# **Project Understanding, Approach and Methodology**



## APPROACH AND INNOVATION

### UNDERSTANDING OF SCOPE OF WORK FOR NASSAU COUNTY

UES understands that Nassau County is seeking qualifications engineering firms to perform geotechnical and materials testing services, on a continuing as needed basis for various projects.

UES professionals have read through Scope of Services for geotechnical and materials testing services of the solicitation and intend to provide the following services to the County:

#### Geotechnical Services

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

- Pavements and Roadways
- Roadway Reports

#### Materials Testing, Inspections, and Reporting

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

## CAPABILITIES OF THE FIRM

### GEOTECHNICAL ENGINEERING

UES offers a full range of geotechnical engineering services designed to help architects, engineers, and developers meet local, state, national, and international environmental regulations.

Our world-class geotechnical team works in multiple sectors throughout the United States, including theme parks, hospitality, transportation, residential, higher education, healthcare, and retail.

UES' specialists are supported by a comprehensive set of resources, including one of the largest fleets of energy-efficient field vehicles, high-capacity drill rigs, and state-of-the-art laboratories performing AASHTO, ASTM, FM, and USACE accredited testing on soils, rock cores, and water samples.

We are pre-qualified with different departments of transportation allowing us to conduct geotechnical and materials testing work related to highway design and construction in those states. Additionally, our engineers have worked on projects ranging from high-rise buildings, industrial developments, and commercial facilities, to solid and hazardous waste landfills and stormwater management systems.

### Laboratory Services

Due to the nature of materials testing and inspection, and threshold services, many of our project assignments are short-term in nature, typically ranging from one day to two weeks. As such, we have the ability to handle new projects to replace our assignments being completed on a weekly basis. We pride ourselves in being able to complete assignments on time with the appropriate resources.

All of our sample results are uploaded by the laboratory managers to track the progress of samples during all steps of sampling, testing and reporting. Utilizing our company-wide server will allow the UES Contract Manager to perform real-time oversight of laboratory testing flow for any sample delivered to our laboratories. Each of our laboratories follows the Quality Systems Manuals and have Quality Assurance oversight by our Quality Systems Manager.

All of our sample results are uploaded by the laboratory managers to track the progress of

samples during all steps of sampling, testing and reporting. Utilizing our company-wide server will allow the UES Contract Manager to perform real-time oversight of laboratory testing flow for any sample delivered to our laboratories. Each of our laboratories follows the Quality Systems Manuals and have Quality Assurance oversight by our Quality Systems Manager.

With this type of in-house support, UES provides its clients with a multitude of capabilities ranging from preliminary investigations through to final design.

### EFFICIENT BY DESIGN

Field Data Collection (FDC) is proprietary software used by UES technicians to gather testing data. Following a client's request for service, a work order will immediately be created, and a UES field technician will be scheduled and dispatched to the test site. With the use of remote devices in the field, the information gathered by the technicians is saved and transmitted to our office where, in conjunction with samples taken from the field, lab tests are performed and recorded. The resulting data is uploaded to our dispatch and scheduling application where reports are generated and reviewed by a project manager for quality. Once approved, the reports are then sent electronically to the client.

Using soil and groundwater test results, UES' geotechnical engineers can analyze existing site conditions and provide our clients with safe, cost-effective construction solutions. Our dedication to value engineering techniques, state-of-the-art site exploration, and our extensive exploration database consistently proves to be invaluable in both pre-design and pre-construction planning. The evaluation of the subsurface soils and groundwater conditions is important to the development and design of construction projects as these evaluations confirm the allowable capacities of foundations, settlement potential and groundwater conditions. Also, it is extremely important that the subsurface exploration program evaluates potential site development and long-term performance problems. That way, we can identify cost-effective remediation alternatives for use by other members of the design team.

We also provide post-construction settlement investigations. These studies involve the determination of the cause(s) of settlement

followed by remedial recommendations. Examples include sinkhole evaluation of commercial and residential structures, and consolidation of organic or soft clay deposits.

### **CIVIL DESIGN SUPPORT SERVICES**

Quite often, civil engineering design requires special considerations for proper performance and economical construction. A few of the services that UES provides in this area are as follows:

- Exfiltration/Recovery Analysis and Permeability Evaluations
- Underdrain Evaluation and Design
- Pavement Design
- Borrow Pit Studies
- Dewatering Permitting
- Vibration and Noise Monitoring
- Pile Driving Analysis
- Structural Failure Analysis

### **DEVELOPMENT ACTIVITIES**

The development of a new sites requires several studies to ensure that the site is compatible with the intended use. These studies include characterizing soil and groundwater conditions, evaluating the potential for sinkhole activity on the site, and location of muck on the site that could adversely affect performance and construction costs of structure and pavement areas.

### **DEVELOPMENT ACTIVITY SERVICES**

UES routinely performs soil investigations and geotechnical design services for construction projects where cost-effective design is essential to the successful performance of foundations, walls, dams and other structures that rely upon proper characterization of subsurface soil and groundwater conditions. A list of our capabilities in this area is as follows:

- Site Feasibility and Due Diligence Studies
- Soil Mapping and Classification
- Sinkhole Evaluation
- Landfill Site Selection and Assessment
- Muck Probes and Mapping
- Subsurface Investigations
- Standard Penetration Testing (SPT)
- Cone Penetrometer Soundings
- Shallow and Deep Foundation Recommendations

and Design

- Settlement and Stability Analysis
- Subsurface Improvement Recommendations
- Retaining Wall Design
- Seepage Analysis
- Sinkhole Remediation Design
- Value Engineering Analysis

### **GEOPHYSICAL SURVEYS**

As part of the broad range of engineering services provided to clients, UES uses geophysics as a cost-effective, non-intrusive means to rapidly characterize subsurface conditions and man-made structures. Our experience spans from engineering investigations involving pre-design and pre-build geologic characterizations to forensic assessments of distressed property, and "cause of subsidence" evaluations.

Geophysical surveys are used to optimize drilling and sampling programs and to measure bulk physical properties that are complementary to conventional engineering sampling methods.

### **WHAT LIES BENEATH**

Underground utilities can pose a variety of difficulties for construction and facilities management if their locations and depths are not accurately known. Drawings and utility maps are often inaccurate, or in many cases, utilities are not documented at all. In addition to geotechnical applications, geophysical surveys are cost-effective means to map underground utilities in the design phase or prior to start of new and remedial construction activities.

UES' geophysicists, geologists and engineers draw from their experience to provide clients with optimal solutions to the most challenging of engineering problems.

UES continually strives to research new techniques and methods which may further increase our ability to provide our clients with the most prompt and up-to-date services.

### **CONSTRUCTION MATERIALS TESTING**

UES has been a leader in providing Construction Materials Testing and Inspection Services in Florida and southeast United States since our inception in 1964. We strive to ensure that every project (no matter the size) has the right people, resources,



and tools to perform our services to the highest standard for our clients. We are known for providing quality service on a variety of projects—from large roadway construction, parking lots and multi-story buildings to single residential communities. A willingness to serve our clients with on-demand, part-time, and full-time staffing demonstrates our approach in meeting the specific needs of our clients.

Clients who choose to use UES for their construction services benefit from:

- Certified, Qualified, and Trained Technicians
- Reliable and Accurate Test Results
- Accredited and Full-Service Laboratories
- Timely and Quick Responsiveness

### IN-HOUSE LABORATORIES

UES maintains full-service laboratory testing capabilities from each of our offices and performs testing services in the following fields of construction materials:

- Aggregate
- Asphalt and Bituminous Materials
- Corrosion Testing of Soil and Water
- Concrete and Cement
- Earthwork Soils Material
- Masonry Units
- Non-Destructive Testing

Well-trained and experienced field and laboratory technicians perform materials testing in accordance with local, state, and national test methods such as:

- American Association of State Highway and Transportation Officials (AASHTO)
- American Society for Testing and Materials (ASTM)
- American National Standards Institute (ANSI)
- Florida Department of Transportation (FM)
- Portland Cement Association (PCA)
- Underwriters Laboratories, Inc. (UL)

We have a Corporate Quality Systems Group (in-house) responsible for keeping our equipment calibrated and checked for accuracy. Also, our laboratories are qualified and accredited through outside agencies such as:

- AASHTO Materials Reference Laboratory
- Accreditation (AMRL)

- Cement/Concrete Reference Laboratory Accreditation (CCRL)
- Construction Materials Engineering Council (CMEC)
- Florida Department of Transportation (FDOT)
- US Army Corps of Engineers (USACE)

### FIELD SERVICES

#### Soils

By conducting on-site tests and monitoring, UES can analyze the suitability of soils for structural fill, determine the need for moisture adjustment, and provide an overview of earthwork activities.

#### Concrete

Our inspection services also include sampling concrete for air content, slump, temperature and unit weight; making cylinders for compressive strength tests; and observing concrete placement.

#### Asphalt

Our asphaltic concrete inspection services are designed to ensure that our client's asphalt pavement system is constructed per project requirements.

UES can provide field quality control to determine and monitor temperature, lift thickness, and compaction using core samples, as well as verification of aggregate gradation, asphalt content, bulk specific gravity, stability and flow.

UES also provides more advanced inspection services such as:

- Aggregate Mine and Terminal Evaluation
- Asphalt and Concrete Coring and Evaluation
- Asphalt and Concrete Batch Plant Inspection
- Contractor Quality Control (CQC)
- Drilled Shaft
- Floor Flatness/Levelness Evaluation
- Maturity and Relative Humidity of Concrete
- Pavement Marking
- Prestress/Precast
- Threshold Inspection
- Welding and Metals Fabrication

## APPROACH AND METHODOLOGY

We understand that the County does not guarantee the number of assignments, if any, or the dollar value of fees for tasks that may be assigned under this contract. We further understand that be performed under this contract may include, but will not be limited to, the following:

- Geotechnical and Laboratory Testing Services
- Geotechnical Engineering and Design
- Investigation and Evaluation of Soil Support Conditions
- Subsurface Hydrological Investigation and Evaluation
- Asphalt, Concrete and Portland Cement Concrete Inspection and Testing
- Asphalt, Concrete and Portland Cement Structural Pavement Design
- Material testing Drill Shaft Inspection

UES will provide engineering deliverables according to the County's preference, whether that be in hard copy, on CD, uploaded to a Website, or any other electronic file format requested by the County. We will provide all deliverables according to the CADD standards preferred by the County personnel.

Our firm is well-versed in working with government agencies in a professional manner. Our staff is well acquainted with the unique needs of local government bodies and your total satisfaction will always be foremost in our minds. As we complete a given assignment we treat all information on the client's behalf in strict confidentiality.

We will assign staff engineers who have extensive experience in soil, concrete, base and asphalt materials to all County projects. We can provide expert recommendations and assistance to resolve any construction-related material problems which might develop. We will be available at all hours to assist the County and will provide the County with a list of home phone numbers for our key personnel if you so desire.

Our fee structure is set up on a per test basis. For larger projects including geotechnical investigations, we will provide a not-to-exceed budget estimate. In this manner, all charges are known ahead of time, budgets are established and extra charges and cost change orders are eliminated.

Many times, we have completed similar services at, or significantly below, the estimated budget.

## GEOTECHNICAL SERVICES APPROACH

In order to properly assist the County with their Geotechnical needs, it is imperative to, first understand their needs and constraints in order to perform a comprehensive and accurate geotechnical exploration. Once discussions with the County's project manager have been established, a boring location plan will be presented to the PM for further discussion. The boring plan is developed by reviewing the site plan and the existing site conditions and identifying the necessary soil parameters. The boring depths are determined based upon the structural loading conditions provided by the structural engineer or by our past project experience in the absence of data.

After approval by the County, a drill crew will be mobilized to the site in order to perform the field exploration. The drill crew consists of an experienced driller/crew chief and a helper. The drill crew will perform the field exploration, take logs of the findings and place samples in clean glass jars. The jars will then be returned to our laboratory for further classification and testing. After 24 hours, the water tables will be re-checked for stabilized readings.

Once the field and laboratory work have been completed to the satisfaction of the project managers, a geotechnical report will be prepared under the direction of a professional engineer (PE) and reviewed by the Geotechnical Manager/Principal Engineer, Stephen R. Weaver, PE, and will include the information necessary for the County project manager to proceed with his labors. Typical reports will have the following at a minimum:

- Soil boring logs and classifications;
- Existing groundwater levels and estimated seasonal high levels;
- Potential constraints to development
- Foundation recommendations;
- Anticipated settlement; total and differential;
- Pavement design recommendations;
- Site preparation recommendations;
- Retention pond drawdown/recovery analysis;

- Other concerns as appropriate (groundwater contours, berm stability, etc.)

## CONSTRUCTION MATERIALS TESTING & INSPECTIONS APPROACH

Following the contract award, UES will conduct a kick-off meeting with the County staff for the purpose of introductions and to review the overall plan and discuss any subjects critical to the success of this project. Our project managers will then develop a budget estimate to be approved by the County before performing any tasks. The County will provide UES with a purchase order for the services after which we will enter the project into our accounting and project management system.

Our project manager will make sure that the appropriate resources are available to perform the work and will also be responsible for ensuring that we maintain our schedule and budget.

A lead technician will be assigned to this project to ensure smooth day-to-day operations and report turnaround. An immediate and rapid response to a given project assignment will be required to provide the necessary level of support for the County.

Close cooperation and clear channels of communication will be established between our personnel and the County staff to ensure timely completion of a laboratory and field assignments and to ensure that we respond to critical project schedules. We will submit daily results of testing and inspections to ensure prompt dissemination of information vital to the continued progress of the project and the final acceptance of completed work. By using qualified personnel and close management of all assignments, we can ensure adherence to specified testing procedures and the accuracy of the test results. We will only assign inspectors and technicians that have extensive experience in asphalt, concrete, and earthwork to this project.

In addition, our engineering and materials staff can provide expert recommendations and assistance to resolve any construction related material problems which arise during construction. By maintaining the availability of personnel to assist the County, we will provide the direct contact information of our crucial staff.

Our laboratory is staffed with full-time technicians to ensure quick test turn-around times, and our laboratory manager will ensure that these test results are accurate. This redundancy of vital equipment and staff enables our team to keep its service standards and test turnaround times to the County.

Our team will provide consistency in our materials testing and inspection services throughout the life of this project. Working on this project will require a high degree of understanding, coordination, and cooperation.

Our team is aware of the need for successfully managing multiple, simultaneous assignments, and we have developed an administrative/management system to accurately and efficiently conduct materials testing and inspection services in such a manner.

The services provided by our team are only as good as our Quality Assurance and Quality Control program. Our team continually seeks both excellence and improvement in our procedures so we can provide quality geotechnical and materials testing services. For materials testing services, we use FDOT- approved quality control plans to guide our internal processes, equipment calibrations, and personnel training. We require all personnel to be Construction Training Qualification Program (CTQP) qualified perform work on this project.

Field supervisors visit the project site regularly to verify the performance of our team's field technicians assigned to the project. Annual inspection of our laboratory by certifying agencies (i.e., CMEC) ensures that laboratory testing services completed to applicable project specifications (i.e., ASTM and FSTM).

Our project manager will ultimately be responsible for our team providing quality materials testing and inspection services. If the County is dissatisfied with our performance in any way, the project manager will rectify the situation, and lead an audit to determine if a modification to our Quality Assurance and Quality Control Plan is required to prevent any re-occurrence. Our team will strive to operate as an efficient, reliable, and results-driven extension-of-staff to the County.

Additionally, we understand that all reports and correspondence provided to the County is public information and, as such, we do not anticipate any

conflicts with the public records law.

An immediate and rapid response to a given project assignment will be required to provide the necessary level of support for the County and their staff. Project assignments could range from laboratory testing of a single sample to a comprehensive geotechnical investigation. As such, we will maintain a group of staff members whose primary objective will be to meet the needs of the County as they arise. Close cooperation and good communication will be established between our personnel and the County staff to ensure timely completion of assignments and meeting critical project schedules.

We will provide daily submission of test results to ensure prompt dissemination of information vital to the continuing progress of the job and acceptance of completed work. By using qualified personnel and close review and management of all assignments we can ensure adherence to specified testing procedures and the accuracy of the test results.

## BUDGET & COST CONTROLS



UES values accurate cost estimation and adherence to budget restrictions. We always present our expected budget in advance and do not exceed our cost estimate without written approval from the client. Using Deltek Vision®, we track project progress with a focus on budget balance information to ensure we meet both deadline and cost expectations.

UES approaches cost-conscious service as not only a goal, but a necessity. With an understanding that cost control is crucial to any project, we are dedicated to consistently meeting our clients' cost

control needs. We remain responsive to our clients' unique requirements without compromising the integrity of our work by following an effective policy in partnering with our clients throughout the term of our contracts.

Once awarded a project, UES' management team meets with the client to identify cost estimates for the project scope. We provide recommendations to manage costs before work has begun and once cost issues have been resolved. All fees are all-inclusive. Upon approval from the client, a Work Order is prepared to authorize UES to perform the services. We invoice only for the actual services provided.

We do not exceed the Work Order amount unless prior approval is received from the client. It is our mission to communicate with the client before and during the work to agree upon mutually beneficial cost management terms.

## VALUE METHODOLOGY APPLICABILITY

UES applies Value Methodology to improve monetary aspects and other critical factors such as productivity, quality, time, energy, environmental impact, and durability. This approach can be applied to virtually all areas of construction to effectively manage costs.

During the duration of the contract, UES communicates potential areas for improvement with the client. Our staff resources can be called upon by the UES appointed Contract Manager at any time to provide additional staff for Geotechnical Engineering and Environmental Services. This approach enables us to respond to workload increases without adding full-time staff, resulting in significant savings to our clients.

## COST SAVING APPROACH

UES is very familiar with the many challenges that construction projects face, including budget constraints, safety issues, and environmental impact. We apply value methodology (also known as value engineering, value analysis or value management) to projects to save our clients a significant amount of time and money. This benefits UES clients and taxpayers by:

- Reducing project costs
- Reducing paperwork
- Simplifying procedures
- Improving project schedules



- Reducing waste
- Increasing efficiency
- Using resources more effectively
- Developing innovative solutions

## EXAMPLE: APPROACH AND METHODOLOGY USED ON SIMILAR PAST PROJECT

### PROJECT 1

This project consists of a four acre Water Treatment facility to include two 750,000 gallon ground storage tanks, a 3,000 square foot single story CMU pump building, and associated yard piping. The following presents our geotechnical approach to this project.

1. Receipt of RFP, acknowledgment of this receipt.
2. Review RFP to obtain an understanding of project scope.
3. View aerial photographs of the project site to obtain an understanding of access conditions. Drilling manager to physically visit the site to determine drill rig access.
4. On site meeting with CCUA project manager, if desired.
5. Determine project scope – assume tank diameters of 70 feet. The following presents our recommended scope:
  - a. 70' dia. Tanks – four standard penetration test (SPT) borings in each tank, including 1 to a depth of the tank diameter (70 feet) and three to at least half the tank diameter (35 feet).
  - b. 3,000 square foot building - assume 40'x75' – two SPT borings to depths of 20 feet.
  - c. Yard piping – coordinate with CCUA personnel to observe the excavations of test pits.
  - d. Adjust above boring depths as appropriate if prior knowledge of anticipated subsurface conditions is known.
  - e. Relatively undisturbed Shelby tube samples if soft clays are encountered.
  - f. 6 foot auger borings in any new pavement areas.
  - g. Borings and permeability testing if retention areas are included:
  - i. Wet ponds – typically one 20 foot SPT boring per

acre of pond.

ii. Dry ponds – one auger boring @ 6 feet per pond, in accordance with St. Johns River Water Management District guidelines, perform a double ring infiltrometer test to obtain a vertical permeability rate and obtain one horizontal tube sample for laboratory falling-head permeability testing.

6. Submit a fee proposal to CCUA.
7. Receipt of a Supplemental Agreement (SA) to perform the agreed upon scope of services. Provide CCUA with an estimated project schedule within a day of receipt of the SA.
8. Submit a Sunshine One Call utility locate request.
9. Mobilize drill rig typically within 5 to 7 days of receipt of SA. Based on the proposed scope, we estimate 4 to 5 days of field work to complete the project, or within two weeks after receipt of authorization to proceed.
10. Maintain contact between the drill crew and project engineer during performance of the field testing. If during the field testing it becomes apparent that additional scope is warranted, project engineer to contact CCUA project manager immediately to discuss.
11. Obtain 24-hour groundwater level readings and grout all boreholes if a confining layer is penetrated.
12. Engineer to review field logs and soil samples and assign appropriate laboratory tests. In order to minimize report turnaround times for projects requiring several days of field drilling, samples will be reviewed and laboratory testing assigned within two days of completion of any boring. Select representative samples for index and classification testing. Index and classification test results will be available within 5 days after completion of the field effort. Perform pocket penetrometer unconfined compressive strength testing on clay samples obtained from the SPT borings. Perform laboratory consolidation testing of soft clays if warranted.
13. Submit field logs for preliminary drafting upon review of the samples for each boring. Project engineer to perform any appropriate computations (settlement estimates, determine allowable pile capacities if warranted, etc.) upon receipt of appropriate laboratory data. For sandy sites, immediate settlement estimates can be determined within five days of completion of borings, for sites

encountering soft clays settlement estimates can be determined after performing consolidation testing – approximately 7 days after submitting the sample for testing).

14. Project engineer to begin developing recommendations and preparation of the final report. An experienced registered senior engineer will be involved with the project at every step and will provide appropriate guidance to the project engineer to ensure appropriate recommendations are developed. For any sites in which excessive settlement are anticipated, specialized site improvement techniques can be evaluated. Some possible techniques include surcharging or pre-filling tanks with water to generate anticipated settlements prior to making final piping connections; use of driven or augercast piles to transfer structural loads to more competent strata; use of deep soil improvement techniques such as rigid inclusions, vibro-compaction, or vibro-replacement; overexcavation of near surface debris, soft soils, or organic soils; etc. This evaluation will include discussions with specialty contractors as warranted. We will involve the CCUA project manager and other design team members in these discussions as desired and keep them updated regarding our progress in this area. Multiple techniques will be evaluated to provide CCUA with effective options with respect to economics and scheduling.

15. Compilation of a detailed report which describes our understanding of the project information, a description of the field and laboratory procedures, presentation of the field and laboratory results, and our detailed recommendations for foundation design, site preparation and earthwork construction, pavement design, and aquifer stormwater design parameters, as warranted. Every report will be reviewed by an experienced registered senior engineer. On a project of this nature, the final report will be available within 4 weeks of receipt of authorization to proceed.

16. Any follow up discussions with CCUA personnel and any other members of the design team with respect to the contents of our report and our recommendations as warranted.

#### **Example of a summary project schedule for a project similar in nature to the prototype project:**

- Notice to proceed (NTP).
- Sunshine One Call utility locate request - within 1 day of NTP.
- Mobilization of drill rig and crew - within 5 to 7 workdays of NTP (ability to mobilize multiple rigs if a quicker turnaround time is required).
- Field effort - 1 to 2 days from date of mobilization (within 7 to 10 calendar days of NTP).
- Laboratory testing - ongoing with field work as borings are completed, complete within 5 days of completion of field work (within 3 weeks of NTP).
- Final report - within 4 weeks of NTP.

## PROJECT 2

This project consists of a forensic evaluation to determine the root cause of an open top, partially submerged, concrete tank failure (concrete cracking and will no longer hold water) with underdrain system.

1. Receipt of RFP, acknowledgement of this receipt.
2. Review RFP to obtain an understanding of project scope.
3. Identification and mapping of any cracks.
4. Determination of location where leakage is occurring.
5. Vertical and horizontal survey to determine if settlement is occurring.
6. On site meeting with CCUA project manager, if desired.
7. Determine project scope – assume tank diameters of 70 feet. The following presents our recommended scope:
  - a. Installation of “crack monitors” to track movement.
  - b. Soil borings adjacent to the tank to determine subsoil conditions.
  - c. Possible soil or concrete laboratory tests dependent upon field findings.
  - d. Testing of any underdrain system for functionality or blockages.
8. Project engineer to begin developing recommendations and preparation of the final report. An experienced registered senior engineer will be involved with the project at every step and will provide appropriate guidance to the project engineer to ensure appropriate recommendations are developed. Discussion on causes of distress and alternates for remedial repair.

### Example of a summary project schedule for a project similar in nature to the prototype project:

- Notice to proceed (NTP).
- Sunshine One Call utility locate request - within 1 day of NTP.
- Mobilization of drill rig and crew - within 5 to 7 workdays of NTP (ability to mobilize multiple rigs if a quicker turnaround time is required).
- Field effort - 1 to 2 days from date of mobilization (within 7 to 10 calendar days of NTP).
- Laboratory testing - ongoing with field work as borings are completed, complete within 5 days of completion of field work (within 3 weeks of NTP).
- Final report - within 4 weeks of NTP.

# TAB 5

## **References**

## REFERENCES

### 1. Clay County Utility Authority

**Contact:** Angelia Wilson

**Address:** 3176 Old Jennings Road  
Middleburg, FL 32068

**p:** 904.213.2447

**e:** awilson@clayutility.org

**Project:** Continuing services for utility projects.  
Second, one year renewal of original three year contract.

**Contract Amount:** \$45,000

**Date Completed:** Contract expires September 8, 2023

### 2. St. Johns County Board of County Commissioners

**Contact:** Joe Giammanco

**Address:** 500 San Sebastian View  
St. Augustine, FL 32084

**p:** 904.209.0152

**e:** jgiammanco@sjcfl.us

**Project:** Five year term, continuing services contract for municipal type projects

**Contract Amount:** \$81,000

**Date Completed:** Expired March 2022

### 3. Florida Power and Light Company

**Contact:** Daryl Kilpatrick

**Address:** 700 Universe Blvd.  
Juno Beach, FL 33408

**p:** 561.904.3641

**Project:** Statewide continuing services for transmission line, electrical substations, and access roads

**Contract Amount:** \$142,000

**Date Completed:** Contract expires May 11, 2023

TAB 6

## **Current Workload**

## CURRENT WORKLOAD

Project	Scheduled Completion	Prime/Sub-consultant
Pacetti Mixed Use Development	2/15/23	Sub-consultant
Kingsland Grocery Test Pit letter	2/18/23	Sub-consultant
Arnold Road Development	3/6/23	Prime
1127 Ocean Avenue Ferndanina	3/7/23	Sub-consultant
1133 Ocean Avenue Fernandina	3/7/23	Sub-consultant
Udovich Residence 2031 Beach Street	3/14/23	Sub-consultant
Fleet Landing Phase 2	2/31/23	Sub-consultant
North Beach Park Pavement Recommendations	2/15/23	Sub-consultant
Rayonier Truck Dumper	2/15/23	Sub-consultant
Grand Creek Brown Bear Run Pavement	2/20/23	Prime
315 Silver Lake Road	2/22/23	Prime
Keystone Bulkhead Extension	2/27/23	Prime
First Coast No More Homeless Pets	2/28/23	Prime
15569 New Kings Road	2/28/23	Sub-consultant
Keystone Terminals Retention Ponds	3/2/23	Prime
SR23 Ponds	3/6/23	Sub-consultant
7-Eleven St. Johns	3/8/23	Sub-consultant
Eagle-Volusia Access Road (Permit)	3/30/23	Prime
Live Oak Lane	3/30/23	Sub-consultant
Dairy Queen - Wildlight	3/30/23	Prime
Secession	2/15/23	Sub-consultant
Belvedere Terminals	2/15/23	Prime
Moccasin Slough Boardwalk	2/15/23	Sub-consultant
Oaks at Normandy Apartments	2/15/23	Sub-consultant
Taylor Residence	2/20/23	Sub-consultant
Schurco Slurry Office & Warehouse Addition	2/27/23	Sub-consultant
Circle K - Elevation Point	2/28/23	Prime
7 Brew - 2183 Park Avenue	2/28/23	Sub-consultant
Pickens Residence - 143 Marshside Drive	3/3/23	Sub-consultant
18.11 Acre Retail World Commerce Parkway	3/3/23	Sub-consultant

**Note:** Our geotechnical is set up such that we always have numerous short duration projects ongoing at any given time. Typically these projects are completed within four weeks of authorization. Thus, we are continuously able to take on new projects and accommodate needed turnaround times. We have in-house drilling crews and are able to adjust drilling schedules as needed to accommodate project needs.



# TAB 7

## **Technology**



## INNOVATIVE TECHNOLOGY-BASED AND EQUIPMENT CAPABILITIES

### VIRTUAL DESIGN CONSULTING

UES provides (VDC) services focusing on Subsurface Information Modeling (SIM), Utility Mapping (SUM), and Utility Engineering (SUE). The SIM process begins with a SUE scope and is transformed through reality capture and geospatial technologies until a final model is produced in Civil 3D, Revit or other software to prepare it for (BIM) integration.



Often referred to as “Underground BIM” a SIM can provide value by helping designers, engineers, and contractors perform conflict analyses to plan for underground challenges. More than just an accurate electronic representation of utilities, a SIM may also include points of interest like depth to bedrock, unsuitable soils, and underground storage tanks.

Services include:

- Subsurface Information Modeling (SIM)
- Subsurface Utility Mapping (SUM)
- Subsurface Utility Engineering (SUE)
- Geospatial Engineering & Technology
- Geophysical Investigations
- Reality Capture & Scan-to-BIM
- BIM Consulting & Clash Detection
- Geotechnical Risk Assessment & Mitigation
- Environmental Investigations
- Structural Condition Assessments
- Smart City & Digital Twin Solutions

These services create digital models of building components, project sites, subsurface utilities, and geological conditions. Our designers can use these models to visualize and plan building designs, processes, schedules, budgets, and more, enabling

our clients to make informed, real-world decisions about their assets.

Deliverables can be presented as a standalone subsurface information model or combined with our client’s BIM product using Civil 3D, Navisworks or Revit.

### SOFTWARE

UES relies upon a comprehensive software system, both licensed and proprietary, to successfully manage our day-to-day operations and all aspects of a project.

At the top level, our company utilizes Microsoft Windows 10 on all PCs in conjunction with Office 365, Sophos Cyber Security, Fortinet Firewall and Ransomware, a secured VPN, and GoToMeeting.

At the center of our operations lies Deltek Vision. Vision is an established industry standard used extensively throughout the A/E/C community.

This software serves as our primary database capturing every project detail, such as the scope of work, duration, sub-consultants used, and direct personnel. It also houses all of our client-based information and allows for detailed report generation. Another essential function of Vision is billing. The book-keeping capabilities of this component are made possible due to the massive amount of captured project and client information

To ensure that all of these systems work seamlessly together, UES has a full-time Application Business Analyst and Software Developer on staff. Field Data Collection (FDC) is proprietary software used by UES technicians to gather testing data. The software program (Dispatch) is used to manage all incoming requests, subsequent work orders, the technician’s progress, and tracking of the samples.

Technicians can transmit data to our office while in the field via remote devices. Upon transmission, lab tests are performed and recorded at our office, in conjunction with samples taken from the area. The resulting data is uploaded to our dispatch and scheduling application. Reports are then generated and reviewed by a project manager for quality. Once approved, the reports are sent electronically to the client.

UES’ proprietary Remote Data Collection and Transmission System (used for field reporting) substantially reduces travel to and from our office by our field staff.

## TAB 8

# Hourly Rate Schedule

**NO HOURLY RATES OR ANY PRICING  
DETAILS ARE BEING SUMMITTED AT THIS  
TIME PER RFQ.**

TAB 9

**Attachments/  
Administrative  
Information**



**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 NC23-016  
Continuing Contract for Professional Geotechnical and Material Testing Services  
DATE: January 27, 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.

#### **Question and Answer:**

1. There is no Attachment D included in the Bid Packet. Is that something that will be added as an Addendum, or should we plan to not include it? Thank you.

Answer: See the attached Revised Table of Contents and Attachments.

2. In regard to Tab 6- Current Workload: Do you want to see all the projects we are working on in Nassau County or all the projects our office is working on as a whole? Is there a specific way you would like it shown or presented?

Answer: We would like to see total current workload to verify capacity to accommodate work as assigned if selected.

3. Regarding tab 5- References: Would you like the reference to be displayed on the form number 5. Work experience or is this form different?

Answer: Tab 5 and Attachment "G", per the attached Revised Attachments, are separate and both should be completed and submitted.

#### **Clarification:**

The Table of Contents included the Statement of No Bid as Attachment "B", this was removed, and the Attachments were re-lettered to match the Table of Contents. Please use the Revised Attachments below for submission.

**The solicitation due date and opening time remains: February 16, 2023 at 10:00 AM**

**Attachment:** Revised Table of Contents and Attachments

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

---


**ACKNOWLEDGMENT IS HEREBY MADE OF RECEIPT OF THIS ADDENDUM**

**Vendor/Company Name** Universal Engineering Sciences

**Vendor Signature:**       **Date:** 2/13/23

**End of Addendum #1**

**ATTACHMENT "A"**  
**ADDENDA ACKNOWLEDGMENT**

<p>Acknowledgment is hereby made of receipt of addenda issued during the solicitation period.</p> <p><b>SOLICITATION NUMBER:</b> NC22-016-RFQ</p>	<p>Addendum # <u>1</u> through # <u>1</u></p> <p>Date: 2/13/23</p>
<p>Signature of Person Completing: </p>	
<p>Printed Name:</p> <p>Stephen Weaver</p>	<p>Title:</p> <p>Geotechnical Services Manager</p>

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

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

TO BE RETURNED WITH BID

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

1. This sworn statement is submitted with Bid, Proposal or Contract for Nassau County
2. This sworn statement is submitted by Universal Engineering Sciences, LLC (entity submitting sworn statement), whose business address is 4205 Vineland Rd. Suite L1  
Orlando, FL 32811 and its Federal Employee Identification Number (FEIN) is 59-1117804. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)
3. My name is Stephen Weaver (please print name of individual signing), and my relationship to the entity named above is Employee.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
  - a) A predecessor or successor of a person convicted of a public entity crime; or
  - b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not to fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)



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

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

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

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

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

Signature

February 13, 2023

Date \_\_\_\_\_

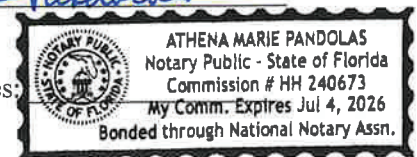
State of: Florida

County of: Duval

Sworn to (or affirmed) and subscribed before me by means of ✓ physical presence or    online  
notarization, this 13 day of February, 2023 by Stephen R. Weaver  
who is 6 personally known to me or    produced     
as identification.

Notary Public

My commission expires:



**ATTACHMENT "C"**  
**DRUG FREE WORKPLACE CERTIFICATE**

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that \_\_\_\_\_  
\_\_\_\_\_ Universal Engineering Sciences, LLC \_\_\_\_\_ (print or type name of firm)

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

[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

February 13, 2023

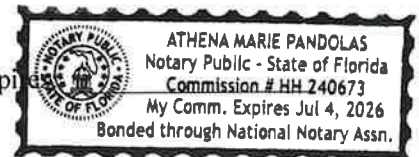
Date Signed

State of: Florida  
County of: Duval

Sworn to (or affirmed) and subscribed before me by means of 6 physical presence or online notarization, this 13 day of February, 2023 by Stephen R. Weaver who is personally known to me or produced as identification.

  
Notary Public

My commission expires





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

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

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

JOHN A. CRAWFORD  
Ex-Officio Clerk

DENISE MAY  
County Attorney

TACO E. POPE, AICP  
County Manager

## ATTACHMENT "D"

### E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

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

Bid No./Contract No.: RFO NO. NC23-016

#### DEFINITIONS:

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

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

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

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

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

**(904) 530-6100**

***An Affirmative Action / Equal Opportunity Employer***

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

**CONTRACT TERMINATION:**

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

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

[Remainder of the page intentionally blank.]





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DENISE MAY  
County Attorney

TACO E. POPE, AICP  
County Manager

## ATTACHMENT "E"

### E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

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

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

#### DEFINITIONS:

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

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

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

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

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

**(904) 530-6100**

***An Affirmative Action / Equal Opportunity Employer***



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

**CONTRACT TERMINATION:**

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

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


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**EXHIBIT "A"****CONTRACTOR E-VERIFY AFFIDAVIT**

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

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

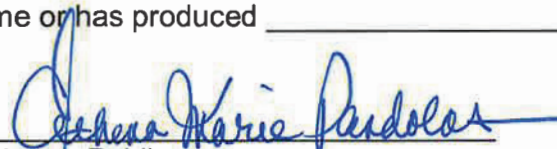
A true and correct copy of Universal Engineering Sciences, LLC (Contractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.

  
\_\_\_\_\_  
Print Name: Stephen R. Weaver  
Date: February 13, 2023

STATE OF FLORIDA

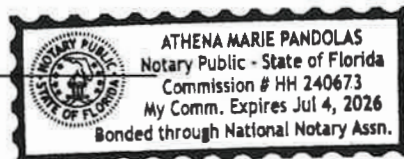
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 2/13/23 (Date) by Stephen R. Weaver (Name of Officer or Agent, Title of Officer or Agent) of Universal Engineering Sciences (Name of Contractor Company Acknowledging), a Florida (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

  
\_\_\_\_\_  
Notary Public

Stephen R Weaver  
Printed Name

My Commission Expires: \_\_\_\_\_



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

### **ENVIRONMENTAL COMPLIANCE**

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

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

## ATTACHMENT “H” EXPERIENCE OF RESPONDENT

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

- 1. FIRM NAME:** Universal Engineering Sciences

Address: 4205 Vineland Rd. Suite L1

City/State/Zip: Orlando, FL. 32811

Phone: 407.423.0504 Email: sweaver@teamues.com

Name of primary contact responsible for work performance: Stephen Weaver

Phone: 904.296.0757 Cell Phone: 904.626.5173

Email: sweaver@teamues.com

**2. INSURANCE:**

Surety Company: CNA

Agent Company: Brown & Brown

Agent Contact: Brad Mapes | Brad.Mapes@bbbrown.com | 503.219.3256

Total Bonding Capacity: \$1,000,000 Single Value of Work Presently Bonded: \$\$50,000  
\$1,000,000 Aggregate

**3. EXPERIENCE:**

Years in business: Incorporated in Florida in 1966 (57 yrs)

Years in business under this name: 57

Years performing this type of work: 57

Value of work now under contract: \$85 Million

Value of work in place last year: \$106 Million

Percentage (%) of work usually self-performed: 90%

Name of subvendors you may use: None

Has your firm: Failed to complete a contract: \_\_\_ Yes X No

Been involved in bankruptcy or reorganization: \_\_\_ Yes X No

Pending judgment claims or suits against firm: X Yes \_\_\_ No

**4. PERSONNEL**

How many employees does your company employ: 1,111 in the State of FL

	Management	<u>12</u>	Full time	<u>      </u>	Part time
Numbers of employees for the Jacksonville Branch	Site/Crew Supervisors	<u>14</u>	Full time	<u>      </u>	Part time
	Workers/Laborers	<u>71</u>	Full time	<u>      </u>	Part time
	Clerical	<u>12</u>	Full time	<u>      </u>	Part time
	Other	<u>1</u>	Full time	<u>      </u>	Part time

**5. WORK EXPERIENCE:**

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

Reference #1:Company/Agency Name: Clay County Utility AuthorityAddress: 3176 Old Jennings Road, Middleburg, Florida 32068Contract Person: Angelia WilsonPhone: 904-213-2447 Email: awilson@clayutility.orgProject Description: Continuing services for utility projects. 2nd one year renewal of original 3 year contractContract \$ Amount: \$45,000Date Completed: expiration date Sept. 8, 2023Reference #2:Company/Agency Name: St. Johns County Board of County CommissionersAddress: 500 San Sebastian View, St. Augustine, Florida 32084Contract Person: Mr. Joe GiammancoPhone: 904-209-0152 Email: jgiammanco@sjcfl.usProject Description: 5 year term continuing services contract for municipal type projectsContract \$ Amount: \$81,000Date Completed: contract expired March, 2022Reference #3:Company/Agency Name: Florida Power and Light CompanyAddress: 700 Universe Boulevard, Juno Beach, Florida 33408Contract Person: Daryl KilpatrickPhone: 561-904-3641 Email: \_\_\_\_\_Project Description: statewide continuing services contracts for transmission line, electrical substations, and access roadsContract \$ Amount: \$142,000Date Completed: contract expires May 11, 2023**REMINDER:**

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



[universalengineering.com](http://universalengineering.com)



# EXHIBIT "C"

## NEGOTIATED FEE SCHEDULE



June 7, 2023

### NASSAU COUNTY GEOTECHNICAL AND MATERIALS TESTING SERVICES

#### NC23-016-RFQ CONTINUING CONTRACT

Employee		Requested Billing Rate
Principal Engineer		\$ 291.36
Senior Engineer, P.E.		\$ 187.50
Project Engineer, P.E.		\$ 126.93
Staff Engineer		\$ 108.18
Senior Technician		\$ 90.00
Engineering Technician		\$ 69.00
Word Processing		\$ 77.88
CAD Technician		\$ 79.50

**NASSAU COUNTY CONTINUING CONTRACT  
FOR GEOTECHNICAL AND MATERIALS TESTING SERVICES**

NC23-016-RFQ

Universal Engineering Sciences

Professional Engineering Consultant Services

**GEOTECHNICAL FIELD INVESTIGATION**

1. Preliminary Site Reconnaissance and Utility Location/Coordination.....	\$ 100.00/hour
2. Premium drilling rates for work performed prior to 6:00 a.m., after 7:00 p.m., weekends, holidays, hours in excess of 40 hours/week or when specialized barge or bombardier equipment is used	Standard Rate x 1.5 (barge rates quoted per project)
3. Mobilization/demobilization of truck mounted equipment .....	\$ 750.00/each
4. Mobilization/demobilization for All-Terrain Vehicle (ATV) .....	\$ 800.00/each
5. Standby Time – for circumstances beyond control of drilling crew .....	\$ 250.00/hour
6. Site Clearing for Drill Rig Access	
A. Mobilization .....	\$ 650.00
B. Clearing .....	\$ 2,000.00/day

**SUBSURFACE SOIL INVESTIGATIONS**

1. Soil Borings	
A. Shallow Manual or Power Auger Borings .....	\$ 12.00/foot
B. Standard Penetration Test .....	
Borings in Soil:	
0 - 50' Depths .....	\$ 17.00/foot
50 - 75' Depths .....	\$ 18.00/foot
75 – 100' Depths .....	\$ 20.00/foot
100 - 150' Depths .....	\$ 25.00/foot
C. Seal Bore Holes with Cement/Bentonite (Grout)	
0 - 50' Depths .....	\$ 6.00/foot
50 - 100' Depths .....	\$ 7.00/foot
100 - 150' Depths .....	\$ 8.00/foot
D. Install Temporary Casing	
0 – 50' Depths .....	\$ 10.00/foot
50 – 100' Depths .....	\$ 12.00/foot
100 – 150' Depths .....	\$ 14.00/foot

2. Grouted Piezometers (2' Diameter)	
0 – 25' Depths .....	\$ 12.00/foot
25 – 50' Depths .....	\$ 13.00/foot
50 – 75' Depths .....	\$ 14.00/foot
75 – 100' Depths .....	\$ 16.00/foot
3. Muck Survey (2 man party)	\$ 250.00/hour
4. Extra Split Spoon Samples	
0 – 50' Depth .....	\$ 33.00/hour
5. Undistributed (Shelby) Samples	
0 – 50' Depths .....	\$ 100.00/each
50 – 100 Depths .....	\$ 110.00/each
6. Collection of Shallow Depth Vertical or Horizontal Permeability Samples .....	\$ 75.00/each
7. Field Bore Hole Permeability .....	
0 – 50 Depths .....	\$ 500.00/each
8. Pavement Cores	
A. Mobilization .....	\$ 150.00/each
B. Double Ring Infiltrometer Tests .....	\$ 500.00/each
C. Cores (includes patching limerock thickness) .....	\$ 50.00/core
<b><u>SOIL AND EARTHWORK TESTING</u></b>	
In-Place Field Density Test (Drive Sleeve or Nuclear) .....	\$ 19.00/each
Sand Cone Field Density Test .....	\$ 50.00/each
Modified Proctor Test .....	\$ 115.00/each
Standard Proctor Test .....	\$ 125.00/each
Limerock Bearing Ratio Test (LBR) .....	\$ 275.00/each
Moisture Content Test .....	\$ 10.00/each
Atterberg Limits .....	\$ 105.00/each
Organic Content Test.....	\$ 40.00/each
Fine Aggregate Grain Size Analysis (includes Wash #200) .....	\$ 70.00/each
Coarse Aggregate Grain Size Analysis .....	\$ 70.00/each
Coarse Aggregate Grain Size Analysis (includes Wash #200).....	\$ 115.00/each
Soil Class (includes -200 wash, grain size analysis, organics and atterberg).....	\$ 195.00/each
Fine aggregate/soil wash #200 analysis .....	\$ 25.00/each
<b><u>CONCRETE AND MASONRY TESTING</u></b>	
Concrete/Grout Sampling (Includes Sampling up to 5 Specimens, Storage at UES Laboratory)	\$ 100.00/each
Casting of Additional Specimens.....	\$ 20.00/each
Slump.....	\$ 10.00/each
Air Content or Unit Weight.....	\$ 20.00/each
Compressive Strength Test of Cylinders FOB Laboratory.....	\$ 25.00/each
Concrete Coring Mobilization .....	\$ 150.00/day
Obtaining Concrete Core.....	\$ 50.00/each
Patching Concrete Core Hole.....	\$ 10.00/each
Compressive Strength Testing of Concrete Core .....	\$ 40.00/each
Concrete Floor Profile (FF/FL) ( Per 10,000 sq ft).....	\$ 1,100.00/each
Concrete Moisture Emissions (calcium chloride) .....	\$ 135.00/each
<b><u>ASPHALT TESTING</u></b>	

Extraction/Gradation .....	\$ 210.00/each
Density of Thickness of Asphalt Core .....	\$ 35.00/each
Asphalt Coring Mobilization .....	\$ 150.00/day
Obtaining Asphalt Core .....	\$ 30.00/each
Patching Asphalt Core Hole .....	\$ 5.00/each
<b><u>INSPECTION SERVICES</u></b>	
Senior Engineering Technician .....	\$ 65.00/hour
Asphalt Technician.....	\$ 75.00/hour
Structural Steel and Welding Inspection (Visual) (Minimum of 4 Hours Per Trip) .....	\$ 125.00/hour
Certified Welding Inspector (CWI) (Minimum of 4 Hours Per Trip).....	\$ 125.00/hour
Fireproof Inspection (Thickness and Adhesion/Cohesion Testing) .....	\$ 85.00/hour
Fireproof Inspection (Density and Moisture) .....	\$ 65.00/each
Storm Water Pollution Prevention Plan (SWPPP) Services	
Preparation of SWPPP .....	\$ 2,000.00/each
SWPPP Monitoring .....	\$ 200.00/visit
<b><u>NOTES</u></b>	
<ol style="list-style-type: none"> <li>1. Professional Engineer Review Time will be charged accordingly on a per report basis</li> <li>2. Professional Consultations and meetings will be invoiced at our standard unit rates for the labor category of the individual attending</li> <li>3. Cancellation without notice and standby time will be invoiced at our standard rates</li> <li>4. All laboratory pricing is FOB Jacksonville Laboratory. There will be an additional charge of \$65.00 for trips made to the jobsite for the sole purpose of picking up samples</li> <li>5. A minimum of 5 in-place density tests will be invoiced per trip</li> <li>6. Structural Steel / Visual Weld Inspector will be invoiced at a minimum of 4 hours per trip</li> <li>7. Post Tension Elongation Inspector will be invoiced at a minimum of 4 hours per trip</li> <li>8. Final Conformance Package are available upon request and will be invoiced at 2.5% of the project total</li> <li>9. Building Pad Certification Letters are available upon request and will be invoiced at \$750.00 per letter</li> </ol>	
<p><i>All testing and inspection services will be performed on a will-call basis. A minimum notice of 24-hours would be appreciated in order to properly schedule services. UES will not be responsible for scheduling our services and will not be responsible for tests that are not performed due to a failure to schedule our services on the project or any resulting damage.</i></p>	
<p>Final Conformance Letters are available upon request at the Professional Engineer's hourly rate for project review. Unit fees include one PDF emailed copy of the field and laboratory test reports. Please be sure to include the appropriate email address on the Work Authorization form. Additional copies can be provided at the Technical Secretary's hourly rate, as listed on the attached unit fee schedule.</p>	
<p><b>FOR ADDITIONAL SERVICES NOT LISTED ON THIS FEE SCHEDULE, PLEASE CONTACT OUR JACKSONVILLE OFFICE AT (904) 296-0757.</b></p>	


## EXHIBIT "D"

## FEDERAL PROVISIONS

## FEDERAL PROVISIONS

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

**Definition**

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

***Age Discrimination Act of 1975***

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

***Americans with Disabilities Act of 1990***

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

***Byrd Anti-Lobbying Amendment***

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

***Civil Rights Act of 1964 – Title VI***

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

## FEDERAL PROVISIONS

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

***Civil Rights Act of 1968***

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

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

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

**Contract Work Hours and Safety Standards Act**

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

**Copeland “Anti-Kickback” Act**

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



## FEDERAL PROVISIONS

### **Davis-Bacon Act**

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

### **Debarment and Suspension**

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

### **Drug-Free Workplace Regulations**

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

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

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

### **Energy Policy and Conservation Act**

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

### **Fly America Act of 1974**

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

## FEDERAL PROVISIONS

### **Hotel and Motel Fire Safety Act of 1990**

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

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

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

### **Patents and Intellectual Property Rights**

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

### **Procurement of Recovered Materials**

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

### **Terrorist Financing**

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

### **Trafficking Victims Protection Act of 2000**

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

## FEDERAL PROVISIONS

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

**Rehabilitation Act of 1973**

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

**Universal Identifier and System of Award Management (SAM)**

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

**USA Patriot Act of 2001**

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

**Whistleblower Protection Act**

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

**Termination Provisions**

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

**Legal Remedies Provisions**

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

**Conflict of Interest Provisions**

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

## FEDERAL PROVISIONS

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

### **Access to Records and Record Retainage**

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

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

### **Domestic Procurement Preference.**

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

### **Telecommunications Huawei / ZTE Ban**

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