


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

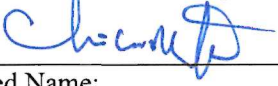
ACKNOWLEDGMENT IS HEREBY MADE OF RECEIPT OF THIS ADDENDUM

Vendor/Company Name _____

Vendor Signature:  **Date:** 2/14/2023

End of Addendum #1

ATTACHMENT "A"
ADDENDA ACKNOWLEDGMENT

<p>Acknowledgment is hereby made of receipt of addenda issued during the solicitation period.</p> <p>SOLICITATION NUMBER: NC22-016-RFQ</p>	<p>Addendum # <u>1</u> through # <u>1</u></p> <p>Date: <u>11/27/23</u></p>
<p>Signature of Person Completing:</p> 	
<p>Printed Name:</p> <p>Christopher L. McIntyre</p>	<p>Title:</p> <p>Senior Principal, Office 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
Board of County Commissioners.
2. This sworn statement is submitted by Terracon Consultants, Inc. (entity
submitting sworn statement), whose business address is 8001 Baymeadows Way, Suite 1
Jacksonville, FL 32256 and its Federal Employee Identification Number (FEIN)
is 42-1249917. (If the entity has no FEIN, include the Social Security Number
of the individual signing this sworn statement: _____.)
3. My name is Christopher L. McIntyre (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.)

Chris D

Signature

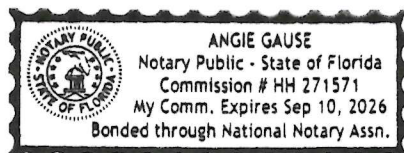
January 26, 2023

Date

State of: Florida

County of: Duval

Sworn to (or affirmed) and subscribed before me by means of ___ physical presence or ___ online notarization, this 26th day of January, 20 23 by Chris McIntyre who is 2 personally known to me or ___ produced ___ as identification.



Angie Gause

Notary Public

My commission expires: Sep 10, 2026

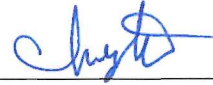
ATTACHMENT "C"
DRUG FREE WORKPLACE CERTIFICATE

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

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

[Remainder of the page intentionally blank.]

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



Authorized Signature

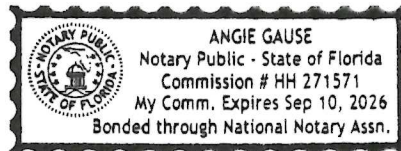
January 26, 2023

Date Signed

State of: Florida

County of: Duval

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 26th day of January, 2023 by Chris McIntyre who is ☒ personally known to me or ☐ produced _____ as identification.



Notary Public

My commission expires: Sep 10, 2026



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: Continuing Contract for Professional Geotechnical and Material Testing Services

Bid No./Contract 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.

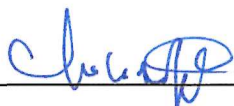
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EXHIBIT "A"
CONTRACTOR E-VERIFY AFFIDAVIT

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

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

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



Print Name: Christopher L. McIntyre, P.E.

Date: January 26, 2023

STATE OF FLORIDA

COUNTY OF Duval

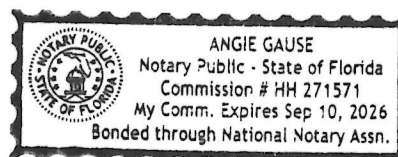
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this Jan 26, 2023 (Date) by Chris McIntyre (Name of Officer or Agent, Title of Officer or Agent) of Terracon Consultants (Name of Contractor Company Acknowledging), a Florida (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced _____ as identification.



Notary Public



Printed Name



My Commission Expires: Sep 10, 2026

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”)

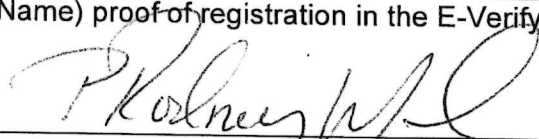
EXHIBIT "B"

SUBCONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Meskel & Associates Engineering, PLLC (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 Meskel & Associates Engineering, PLLC (Subcontractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.



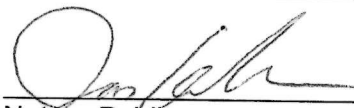
Print Name: P. Rodney Mank, P.E.

Date: February 10, 2023

STATE OF FLORIDA

COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 2/10/2023 (Date) by P. Rodney Mank, P.E. (Name of Officer or Agent, Title of Officer or Agent) of Meskel & Associates Engineering, PLLC (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


James Oehmann

Printed Name



JAMES OEHMANN
Commission # HH 161067
Expires December 2, 2025
Bonded Thru Budget Notary Services

My Commission Expires: December 2, 2025

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



Menu ☰

My Company Account

My Company Profile

Company Information

Company Name

Meskel & Associates Engineering, PLLC

Doing Business As (DBA) Name

Company ID

419943

Enrollment Date

Jun 04, 2011

Employer Identification Number (EIN)

262014749

Unique Entity Identifier (UEI)

DUNS Number

017339204

Total Number of Employees

20 to 99

NAICS Code

541

Sector

Professional, Scientific, and Technical Services

Subsector

Professional, Scientific, and Technical Services

[Edit Company Information](#)

Employer Category

Employer Category

None of these categories apply

[Edit Employer Category](#)

Company Addresses

Physical Address

3728 Philips Hwy
Suite 208
Jacksonville, FL 32207

Mailing Address

Same as Physical Address

[Edit Company Addresses](#)

Hiring Sites

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

Number of Sites

1

[Edit Hiring Sites](#)

Company Access and MOU

My Company is Configured to:

Verify Its Own Employees

Memorandum of Understanding

[View Current MOU](#)

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

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



EXHIBIT "B"
SUBCONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that NicNevol Engineering Services, Inc. (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 NicNevol Engineering Services, Inc. (Subcontractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.

Webert Lovencin

Print Name: Webert Lovencin

Date: 2/9/2023

STATE OF FLORIDA

COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 2/9/2023 (Date) by Toshika Johnson (Name of Officer or Agent, Title of Officer or Agent) of NicNevol Engineering Services, Inc. (Name of Contractor Company Acknowledging), a Jacksonville, FL (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced _____ as identification.

Toshika Johnson
Notary Public

Toshika Johnson
Printed Name

My Commission Expires: 6/23/2026



TOSHIKA JOHNSON
Notary Public
State of Florida
Comm# HH279725
Expires 6/23/2026



Company ID Number: 1579185

Approved by:

Employer NicNevol Engineering Services	
Name (Please Type or Print) Bensa R Nukunya	Title
Signature Electronically Signed	Date 08/20/2020
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 08/21/2020

EXHIBIT "B"

SUBCONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that STV Incorporated (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 STV Incorporated (Subcontractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.

J. Keith Jackson

Print Name: J. Keith Jackson

Date: 2/3/2023

STATE OF FLORIDA

COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 2/3/2023 (Date) by J. Keith Jackson (Name of Officer or Agent, Title of Officer or Agent) of STV Incorporated (Name of Contractor Company Acknowledging), a New York (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced as identification.

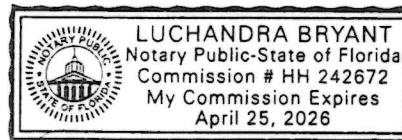
LuChandra Bryant

Notary Public

LuChandra Bryant

Printed Name

My Commission Expires: 4/25/2026



Welcome
Jessica KozakUser ID
JKOZ1196Last Login
08:44 AM - 06/27/2012
Log OutClick any  for help[Home](#)[My Cases](#)[New Case](#)[View Cases](#)[Search Cases](#)[My Profile](#)[Edit Profile](#)[Change Password](#)[Change Security Questions](#)[My Company](#)[Edit Company Profile](#)[Add New User](#)[View Existing Users](#)[Close Company Account](#)[My Reports](#)[View Reports](#)[My Resources](#)[View Essential Resources](#)[Take Tutorial](#)[View User Manual](#)[Contact Us](#)

Company Information

Company Name: STV GROUP INC.

[View / Edit](#)

Company ID Number: 106871

Doing Business As (DBA)
Name:

DUNS Number:

Physical Location:

Address 1: 205 W WELSH DRIVE

Address 2:

City: DOUGLASSVILLE

State: PA

Zip Code: 19518

County: BERKS

Mailing Address:

Address 1:

Address 2:

City:

State:

Zip Code:

Additional Information:

Employer Identification Number: 231698231

Total Number of Employees: 1,000 to 2,499

Parent Organization: STV GROUP INC.

Administrator:

Organization Designation:

Employer Category: Federal Contractor with FAR E-Verify Clause

Federal Contractor Category: None of these categories apply

Employees being verified: Entire workforce (all new hires and all existing employees throughout the entire company)

NAICS Code: 541 - PROFESSIONAL, SCIENTIFIC, AND TECHNICAL
SERVICES[View / Edit](#)

Total Hiring Sites: 31

[View / Edit](#)

Total Points of Contact: 2

[View / Edit](#)[View MOU](#)

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 of local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to

the contract.

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

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

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:** Terracon Consultants, Inc.
 Address: 8001 Baymeadows Way, Suite 1
 City/State/Zip: Jacksonville, FL 32256
 Phone: (904) 900-6494 Email: chris.mcintyre@terracon.com
 Name of primary contact responsible for work performance: Christopher L. McIntyre
 Phone: (904) 549-7366 Cell Phone: (571) 488-5841
 Email: chris.mcintyre@terracon.com

2. **INSURANCE:**
 Surety Company: Fidelity and Deposit Company of Maryland
 Agent Company: Lockton Companies, Inc.
 Agent Contact: Donald Rowden and Debbie Scarborough
 Total Bonding Capacity: \$ 15,000,000 Value of Work Presently Bonded: \$ 3,000,000

3. **EXPERIENCE:**
 Years in business: 58 years
 Years in business under this name: Since 1980
 Years performing this type of work: 58 years
 Value of work now under contract: 11,000,000
 Value of work in place last year: 12,000,000 office wide and 1,000,000,000 nation wide
 Percentage (%) of work usually self-performed: 70%
 Name of subvendors you may use: ACME Barricades, Bob's Barricades, Inc., GeoView, Inc.
 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	<u>127</u>	Full time	<input type="checkbox"/> Part time
Site/Crew Supervisors	<u>900</u>	Full time	<input type="checkbox"/> Part time
Workers/Laborers	<u>1774</u>	Full time	<input type="checkbox"/> Part time
Clerical	<u>883</u>	Full time	<input type="checkbox"/> Part time
Other	<u>1,736</u>	Full time	<input type="checkbox"/> Part time

5. WORK EXPERIENCE:

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

Reference #1:

Company/Agency Name: FDOT District 2 Materials Office

Address: 1109 S Marion Ave, Lake City, FL 32025

Contract Person: Sally Morgan

Phone: 386-961-7764

Email: sally.morgan@dot.state.fl.us

Project Description: Continuing Materials Testing Contract

Contract \$ Amount: 5,000,000

Date Completed: 3/2022

Reference #2:

Company/Agency Name: RS&H, Inc.

Address: 10748 Deerwood Park Blvd South, Jacksonville, FL 32256

Contract Person: Courtney Hance, P.E.

Phone: 904-256-2270

Email: Courtney.hance@rsandh.com

Project Description: SR 120 School Zone RRFB

Contract \$ Amount: \$7,062

Date Completed: 11/21

Reference #3:

Company/Agency Name: STV, Inc.

Address: 5200 Belfort Road Suite 400, Jacksonville, FL 32256

Contract Person: Wes Markham, P.E.

Phone: 904-265-7716

Email: wes.markham@stvinc.com

Project Description: SR 26 Safety Improvements

Contract \$ Amount: \$11,700

Date Completed: 11/21

REMINDER:

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

ATTACHMENT "I"

CONTRACT FOR *** SERVICES**

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

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

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

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

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

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

SECTION 2. Receiving/Payment/Invoicing

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

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

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

SECTION 3. Acceptance of Services and/or Materials

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

SECTION 4. Firm Prices

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

SECTION 5. Fund Availability

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

SECTION 6. Expenses

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

SECTION 7. Taxes and Liens

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

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

SECTION 8. Laws Governing this Contract

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

SECTION 9. Changes

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

SECTION 10. Modifications

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

SECTION 11. Assignment & Subcontracting

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

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

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

SECTION 12. Severability

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

SECTION 13. Termination for Default, Fraud or Willful Misconduct

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

SECTION 14. Termination for Convenience

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

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

SECTION 15. Force Majeure

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

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

delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, the Vendor shall perform at no increased cost, unless the County determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the County, in which case, the County may do any or all of the following: (1) accept allocated performance or deliveries from the Vendor, provided that the Vendor grants preferential treatment to the County with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by the Vendor for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Contract quantity; or (3) terminate the Contract in whole or in part.

SECTION 16. Access and Audits

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

SECTION 17. Vendor Responsibilities

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

SECTION 18. Public Emergencies

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

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

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

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

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

SECTION 20. Probationary Period

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

SECTION 21. Independent Vendor Status

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

SECTION 22. Indemnification and Insurance

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

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

SECTION 23. Dispute Resolution

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

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

SECTION 24. E-Verify System

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

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

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

SECTION 25. Public Records

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

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

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

SECTION 26. Request for Records; Noncompliance

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

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

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

SECTION 27. Civil Action

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

(a) The Court determines that the Vendor unlawfully refused to comply with the public records request within a reasonable time; and

(b) At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Vendor has not complied with the request, the public agency and to the Vendor.

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

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

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

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

SECTION 29. Entire Agreement

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

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

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

By: _____
Its: _____
Date: _____

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

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

Approved as to form and legality by the
Nassau County Attorney

DENISE C. MAY

**UNITED BROTHERS DEVELOPMENT
CORPORATION**

By: _____

Its: _____

Date: _____

DRAFT

Nationwide
Terracon.com

- Facilities
- Environmental
- Geotechnical
- Materials



Image by Nassau County via Google

8001 Baymeadows Way,
Suite 1
Jacksonville, FL, 32256
P (904) 900-6494
Terracon.com/Office

EXHIBIT C

NEGOTIATED FEE SCHEDULE

TERRACON CONSULTANTS, INC.

2022 FLORIDA DIVISION FEE SCHEDULE

ITEM	MEASURE	RATE
102-Aggregate Org. Impurities S& for Concrete AASHTO T21	Test	\$ 75.00
104-Aggregate Sieve Anlsys of Fine & Coarse AASHTO T27	Test	\$ 115.00
106-Aggregate Specific Gravity/Absorption Coarse AASHTO T85	Test	\$ 100.00
107-Aggregate Total Moisture Content by Drying AASHTO T255	Test	\$ 100.00
108-Aggregate Unit Mass & Voids AASHTO T19	Test	\$ 125.00
109-Aggregate Specific Gravity/Absorption Fine AASHTO T84	Test	\$ 150.00
200-Asphalt Bulk Specific Gravity FM 1-T166	Test	\$ 100.00
201-Asphalt Content FM 5-563	Test	\$ 210.00
202-Asphalt Friction Panel	Test	\$ 250.00
203-Asphalt Gradation & Content FM 1-T030 & FM 5-563	Test	\$ 250.00
204-Asphalt Gradation FM 1-T030	Test	\$ 125.00
205-Asphalt Gyrotory Compaction 3 Specimens AASHTO T312	Test	\$ 200.00
206-Asphalt Los Angeles (LA) Abrasion Coarse Agg FM 3-C535	Test	\$ 500.00
207-Asphalt Los Angeles (LA) Abrasion Small Agg FM 1-T096	Test	\$ 500.00
208-Asphalt Max Specific Gravity FM 1-T209	Test	\$ 200.00
209-Asphalt Pavement Coring - 4" dia with Base Depth Check	Each	\$ 325.00
210-Asphalt Pvmnt. Coring - 4" dia without Base Depth Check	Each	\$ 225.00
211-Asphalt Pavement Coring - 6" dia with Base Depth Check	Each	\$ 375.00
212-Asphalt Pvmnt Coring - 6" dia without Base Depth Check	Each	\$ 250.00
213-Asphalt Structural Panel (See Long Description)	Test	\$ 625.00
300-Concrete Beam Flexural Testing ASTM C78	Test	\$ 65.00
301-Concrete Compressive Strength of Grout\Mortar ASTM C109	Test	\$ 40.00
302-Concrete Cylinder Curing, Capping & Breaking ASTM C39	Test	\$ 40.00
303-Concrete Drilled Cores & Sawed Beams ASTM C42	Test	\$ 70.00
304-Concrete Masonry Unit Sampling & Testing ASTM C140	Test	\$ 250.00
305-Concrete Pavement Coring - 4" Dia	Each	\$ 325.00
306-Concrete Pavement Coring - 6" Dia	Each	\$ 375.00
401-Geo Auger Borings-H& & Truck/Mud Bug	LF	\$ 15.00
402-Geo Auger Borings-Track	LF	\$ 20.00
407-Geo Chainsaw (Owned)	Day	\$ 100.00
408-Geo Concrete Pad & Cover for Monitoring Wells	Each	\$ 400.00
409-Geo CPT Truck/Mud Bug 0-50 Ft	LF	\$ 17.00
410-Geo CPT Truck/Mud Bug 50-100 Ft	LF	\$ 18.50
411-Geo CPT Truck/Mud Bug 100-150 Ft	LF	\$ 20.00
412-Geo CPT Truck/Mud Bug 150-200 Ft	LF	\$ 25.00
413-Geo Crosshole Sonic Logging (CSL)	Day	\$ 200.00
414-Geo Dilatometer Sounding	Hour	\$ 400.00
415-Geo Double Ring Infiltration ASTM D3385	Each	\$ 750.00
418-Geo Drill Crew Support Vehicle	Day	\$ 250.00
421-Geo Dynamic Pile Testing/Pile Driving Analysis	Day	\$ 600.00
422-Geo Extra SPT Samples-Barge/Track/Amphibious 0-50 Ft	Each	\$ 75.00
423-Geo Extra SPT Samples-Barge/Track/Amphibious 50-100 Ft	Each	\$ 100.00
424-Geo Extra SPT Samples-Barge/Track/Amphibious 100-150 Ft	Each	\$ 150.00
425-Geo Extra SPT Samples-Barge/Track/Amphibious 150-200 Ft	Each	\$ 200.00

TERRACON CONSULTANTS, INC.

2022 FLORIDA DIVISION FEE SCHEDULE

ITEM	MEASURE	RATE
426-Geo Extra SPT Samples-Barge/Track/Amphibious 200-250 Ft	Each	\$ 300.00
427-Geo Extra SPT Samples-Truck/Mud Bug 0-50 Ft	Each	\$ 50.00
428-Geo Extra SPT Samples-Truck/Mud Bug 50-100 Ft	Each	\$ 70.00
429-Geo Extra SPT Samples-Truck/Mud Bug 100-150 Ft	Each	\$ 100.00
430-Geo Extra SPT Samples-Truck/Mud Bug 150-200 Ft	Each	\$ 130.00
431-Geo Extra SPT Samples-Truck/Mud Bug 200-250 Ft	Each	\$ 175.00
432-Geo Field Permeability 0-10 Ft Open-End Borehole Method	Each	\$ 400.00
433-Geo Field Permeability 10-25 Ft Open-End Borehole Method	Each	\$ 500.00
434-Geo Ground Penetrating Radar (GPR)	Hour	\$ 450.00
435-Geo Grout Boreholes- Barge/Track/Amphibious 0-50 Ft	LF	\$ 10.00
436-Geo Grout Boreholes- Barge/Track/Amphibious 50-100 Ft	LF	\$ 12.50
437-Geo Grout Boreholes- Barge/Track/Amphibious 100-150 Ft	LF	\$ 15.00
438-Geo Grout Boreholes- Barge/Track/Amphibious 150-200 Ft	LF	\$ 19.00
439-Geo Grout Boreholes- Barge/Track/Amphibious 200-250 Ft	LF	\$ 22.50
440-Geo Grout Boreholes- Truck/Mud Bug 0-50 Ft	LF	\$ 8.00
441-Geo Grout Boreholes- Truck/Mud Bug 50-100 Ft	LF	\$ 9.50
442-Geo Grout Boreholes- Truck/Mud Bug 100-150 Ft	LF	\$ 10.50
443-Geo Grout Boreholes- Truck/Mud Bug 150-200 Ft	LF	\$ 12.50
444-Geo Grout Boreholes- Truck/Mud Bug 200-250 Ft	LF	\$ 19.00
445-Geo Grouted Monitor Well 2" 0-50 Ft	LF	\$ 40.00
446-Geo H& Auger with DCP (0-50 ft) ASTM D1452	LF	\$ 35.00
447-Geo H& Auger with SCP (0-50 ft) ASTM D1453	LF	\$ 30.00
448-Geo Mini Shaft Inspection	Hour	\$ 450.00
449-Geo Noise Monitoring	Hour	\$ 400.00
450-Geo Piezometer 2" 0-50 Ft	LF	\$ 55.00
451-Geo Pile Integrity Testing	Day	\$ 193.00
452-Geo Rock Coring Brg/Track/Amph 0-50 Ft 4" ID & over	LF	\$ 100.00
453-Geo Rock Coring Brg/Track/Amph 0-50 Ft less than 4" ID	LF	\$ 75.00
454-Geo Rock Coring Brg/Track/Amph 50-100 Ft 4" ID & over	LF	\$ 120.00
455-Geo Rock Coring Brg/Track/Amph 50-100 Ft less than 4" ID	LF	\$ 85.00
456-Geo Rock Coring Brg/Track/Amph 100-150 Ft 4" ID & over	LF	\$ 155.00
457-Geo Rock Corg Brg/Track/Amph 100-150 Ft less than 4" ID	LF	\$ 95.00
458-Geo Rock Corg Brg/Track/Amph 150-200 Ft 4" ID & over	LF	\$ 200.00
459-Geo Rock Corg Brg/Track/Amph 150-200 Ft less than 4" ID	LF	\$ 120.00
460-Geo Rock Corg Brg/Track/Amph 200-250 Ft 4" ID & over	LF	\$ 250.00
461-Geo Rock Corg Brg/Track/Amph 200-250 Ft less than 4" ID	LF	\$ 140.00
462-Geo Rock Coring Truck/Mud Bug 0-50 Ft 4" ID & over	LF	\$ 90.00
463-Geo Rock Coring Truck/Mud Bug 0-50 Ft less than 4" ID	LF	\$ 50.00
464-Geo Rock Coring Truck/Mud Bug 50-100 Ft 4" ID over	LF	\$ 100.00
465-Geo Rock Coring Truck/Mud Bug 50-100 Ft less than 4" ID	LF	\$ 55.00
466-Geo Rock Coring Truck/Mud Bug 100-150 Ft 4" ID & over	LF	\$ 115.00
467-Geo Rock Coring Truck/Mud Bug 100-150 Ft less than 4" ID	LF	\$ 65.00
468-Geo Rock Coring Truck/Mud Bug 150-200 Ft 4" ID & over	LF	\$ 125.00
469-Geo Rock Coring Truck/Mud Bug 150-200 Ft less than 4" ID	LF	\$ 80.00

TERRACON CONSULTANTS, INC.

2022 FLORIDA DIVISION FEE SCHEDULE

ITEM	MEASURE	RATE
470-Geo Rock Coring Truck/Mud Bug 200-250 Ft 4" ID & over	LF	\$ 165.00
471-Geo Rock Coring Truck/Mud Bug 200-250 Ft less than 4" ID	LF	\$ 95.00
472-Geo Saximeter Testing	Hour	\$ 250.00
473-Geo SPT Barge/Track/Amphibious 0-50 Ft	LF	\$ 30.00
474-Geo SPT Barge/Track/Amphibious 50-100 Ft	LF	\$ 40.00
475-Geo SPT Barge/Track/Amphibious 100-150 Ft	LF	\$ 55.00
476-Geo SPT Barge/Track/Amphibious 150-200 Ft	LF	\$ 75.00
477-Geo SPT Barge/Track/Amphibious 200-250 Ft	LF	\$ 90.00
478-Geo SPT Truck/Mud Bug 0-50 Ft	LF	\$ 22.00
479-Geo SPT Truck/Mud Bug 50-100 Ft	LF	\$ 25.00
480-Geo SPT Truck/Mud Bug 100-150 Ft	LF	\$ 40.00
481-Geo SPT Truck/Mud Bug 150-200 Ft	LF	\$ 55.00
482-Geo SPT Truck/Mud Bug 200-250 Ft	LF	\$ 65.00
483-Geo Temp Casing 3" Barge/Track/Amphibious 0-50 Ft	LF	\$ 18.00
484-Geo Temp Casing 3" Barge/Track/Amphibious 50-100 Ft	LF	\$ 22.00
485-Geo Temp Casing 3" Barge/Track/Amphibious 100-150 Ft	LF	\$ 25.00
486-Geo Temp Casing 3" Barge/Track/Amphibious 150-200 Ft	LF	\$ 35.00
487-Geo Temp Casing 3" Barge/Track/Amphibious 200-250 Ft	LF	\$ 40.00
488-Geo Temp Casing 3" Truck/Mud Bug 0-50 Ft	LF	\$ 12.50
489-Geo Temp Casing 3" Truck/Mud Bug 50-100 Ft	LF	\$ 15.00
490-Geo Temp Casing 3" Truck/Mud Bug 100-150 Ft	LF	\$ 20.00
491-Geo Temp Casing 3" Truck/Mud Bug 150-200 Ft	LF	\$ 25.00
492-Geo Temp Casing 3" Truck/Mud Bug 200-250 Ft	LF	\$ 27.50
493-Geo Temp Casing 4" Barge/Track/Amphibious 0-50 Ft	LF	\$ 22.50
494-Geo Temp Casing 4" Barge/Track/Amphibious 50-100 Ft	LF	\$ 25.00
495-Geo Temp Casing 4" Barge/Track/Amphibious 100-150 Ft	LF	\$ 30.00
496-Geo Temp Casing 4" Barge/Track/Amphibious 150-200 Ft	LF	\$ 35.00
497-Geo Temp Casing 4" Barge/Track/Amphibious 200-250 Ft	LF	\$ 40.00
498-Geo Temp Casing 4" Truck/Mud Bug 0-50 Ft	LF	\$ 15.00
499-Geo Temp Casing 4" Truck/Mud Bug 50-100 Ft	LF	\$ 18.00
500-Geo Temp Casing 4" Truck/Mud Bug 100-150 Ft	LF	\$ 20.00
501-Geo Temp Casing 4" Truck/Mud Bug 150-200 Ft	LF	\$ 23.00
502-Geo Temp Casing 4" Truck/Mud Bug 200-250 Ft	LF	\$ 25.00
503-Geo Temp Casing 6" Barge/Track/Amphibious 150-200 Ft	LF	\$ 50.00
504-Geo Temp Casing 6" Barge/Track/Amphibious 200-250 Ft	LF	\$ 65.00
505-Geo Temp Casing 6" Barge/Track/Amphibious 0-50 Ft	LF	\$ 25.00
506-Geo Temp Casing 6" Barge/Track/Amphibious 50-100 Ft	LF	\$ 30.00
507-Geo Temp Casing 6" Barge/Track/Amphibious 100-150 Ft	LF	\$ 35.00
508-Geo Temp Casing 6" Truck/Mud Bug 0-50 Ft	LF	\$ 18.00
509-Geo Temp Casing 6" Truck/Mud Bug 50-100 Ft	LF	\$ 20.00
510-Geo Temp Casing 6" Truck/Mud Bug 100-150 Ft	LF	\$ 23.00
511-Geo Temp Casing 6" Truck/Mud Bug 150-200 Ft	LF	\$ 27.00
512-Geo Temp Casing 6" Truck/Mud Bug 200-250 Ft	LF	\$ 33.00
513-Geo Thermal Integrity Tester (TI)	Day	\$ 375.00

TERRACON CONSULTANTS, INC.

2022 FLORIDA DIVISION FEE SCHEDULE

ITEM	MEASURE	RATE
514-Geo Truck/Mud Bug Mobil (30 miles straightline distance)	Each	\$ 850.00
515-Geo Undisturbed Samples Barge/Track/Amphibious 0-50 Ft	Each	\$ 300.00
516-Geo Undisturbed Samples Barge/Track/Amphibious 50-100 Ft	Each	\$ 375.00
517-Geo Undisturbed Samples Brg/Track/Amph 100-150 Ft	Each	\$ 475.00
518-Geo Undisturbed Samples Brg/Track/Amph 150-200 Ft	Each	\$ 575.00
519-Geo Undisturbed Samples Truck/Mud Bug 0-50 Ft	Each	\$ 200.00
520-Geo Undisturbed Samples Truck/Mud Bug 50-100 Ft	Each	\$ 250.00
521-Geo Undisturbed Samples Truck/Mud Bug 100-150 Ft	Each	\$ 325.00
522-Geo Undisturbed Samples Truck/Mud Bug 150-200 Ft	Each	\$ 375.00
523-Geo Vibration & Noise Monitoring	Day	\$ 100.00
524-Geo Vibration Monitoring	Day	\$ 100.00
525-Geo Well Development	Hour	\$ 225.00
531-Geo Truck/Mudbug Drill Rig and Crew (2-person)	Hour	\$ 250.00
532-Geo Truck/Mudbug Drill Rig and Crew (3-person)	Hour	\$ 375.00
533-Geo Track/Barge Drill Rig and Crew (2-person)	Hour	\$ 300.00
534-Geo Track/Barge Drill Rig and Crew (3-person)	Hour	\$ 400.00
539-Geo Wash Boring 0-50 Ft	LF	\$ 15.00
540-Geo Wash Boring 50-100 Ft	LF	\$ 18.00
541-Geo Wash Boring 100-150 Ft	LF	\$ 21.00
542-Geo Wash Boring 150-200 Ft	LF	\$ 25.00
543-Geo Wash Boring 200-250 Ft	LF	\$ 30.00
600-Mobilization - Crosshole Sonic Logging (CSL) Equipment	Each	\$ 600.00
602-Mobilization - Vibration Monitoring Equipment	Each	\$ 400.00
603-Mobilization Asphalt Coring Equipment	Each	\$ 750.00
606-Mobilization Concrete Coring	Each	\$ 750.00
607-Mobilization Cone Penetrometer Test Rig	Each	\$ 3,125.00
610-Mobilization Drill Rig Track Mount	Each	\$ 3,750.00
611-Mobilization Drill Rig Trailer Mount	Each	\$ 1,000.00
612-Mobilization Drill Rig Truck Mount	Each	\$ 850.00
613-Mobilization Mini-Shaft Inspection Device	Each	\$ 3,125.00
614-Mobilization Mudbug/All Terrain Vehicle	Each	\$ 950.00
618-Mobilization Support Boat	Each	\$ 750.00
619-Mobilization Tri-Pod	Each	\$ 3,125.00
703-MOT Light Tower	Each	\$ 200.00
705-MOT Portable Lighting	Each	\$ 200.00
708-MOT Provide Channelizing Devices – Cone	Each	\$ 15.00
800-Soils Chloride Soil or Water FM 5-552	Test	\$ 75.00
801-Soils Consol-Addtl Incrmnts AASHTO T216 (13 to 24 Loads)	Each	\$ 100.00
802-Soils Consol-Addtl Incrmnts AASHTO T216 (up to 12 Loads)	Each	\$ 1,000.00
804-Soils Consol-Extend Load Incrmnts AASHTO T216	Day	\$ 200.00
805-Soils Corrosion Series FM 5-550 through 5-553	Test	\$ 250.00
806-Soils Direct Shear Consolid Drained/ Point AASHTO T236	Test	\$ 450.00
807-Soils Field Vane Shear Test ASTM D2573	Test	\$ 500.00
808-Soils Flexible Wall Permeability ASTM D5084	Test	\$ 750.00

[illegible]

Chief/Principal Engineer	\$300/hr
Senior Engineer	\$223/hr
Project Engineer	\$175/hr
Engineer Intern	\$110/hr
Field Technician	\$90/hr
CADD/Computer Technician	\$102/hr
Secretary/Clerical	\$97/hr
Asphalt Plant Inspector	\$105/hr
Field Engineer	\$130/hr
Building Inspector	\$120/hr
Welding Inspector	\$120/hr

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.

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Davis-Bacon Act

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

Debarment and Suspension

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

Drug-Free Workplace Regulations

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

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

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

Energy Policy and Conservation Act

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

Fly America Act of 1974

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

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Hotel and Motel Fire Safety Act of 1990

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

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

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

Patents and Intellectual Property Rights

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

Procurement of Recovered Materials

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

Terrorist Financing

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

Trafficking Victims Protection Act of 2000

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

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

Rehabilitation Act of 1973

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

Universal Identifier and System of Award Management (SAM)

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

USA Patriot Act of 2001

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

Whistleblower Protection Act

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

Termination Provisions

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

Legal Remedies Provisions

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

Conflict of Interest Provisions

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

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

Access to Records and Record Retainage

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

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

Domestic Procurement Preference.

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

Telecommunications Huawei / ZTE Ban

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