

Contract No. CM2452  
Bid/RFP No. NC16-033

**CONTINUING CONTRACT FOR MISCELLANEOUS ENGINEERING SERVICES  
FOR NASSAU AMELIA UTILITY**

THIS AGREEMENT made and entered into this 20th day of September 2017, by and between the Board of County Commissioners of Nassau County, a political subdivision of the State of Florida, hereinafter referred to as "County", and GAI Consultants, Inc., a Florida Profit Corporation, whose principal office address is located at 1301 Riverplace Boulevard, Suite 900, Jacksonville, Florida 32207, hereinafter referred to as "Consultant":

WHEREAS, the County requires certain professional services in connection with Nassau Amelia Utility; and

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

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

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

**ARTICLE 1 - EMPLOYMENT OF CONSULTANT**

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

**ARTICLE 2 - SCOPE OF SERVICES**

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

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

### ARTICLE 3 - THE COUNTY'S RESPONSIBILITY

Except as provided in the Scope of Service, the County's responsibilities are to furnish required information, services, render approvals and decisions as necessary for the orderly progress of Consultant's services. The County hereby designates Public Works to act on the County's behalf with respect to the Scope of Services. The Director of Public Works, under the supervision of the County Manager shall have complete authority to transmit instructions, receive information, interpret and define County's policies and decisions with respect to materials, elements and systems pertinent to Consultant's services.

### ARTICLE 4 - TERM OF AGREEMENT

The term of this Agreement shall be for a three (3) year period beginning on the date of its complete execution. The performance period of this Agreement may be extended upon mutual agreement between both parties. Any extension of performance period under this provision shall be in one (1) year increments. Total contract length and individual one (1) year extensions shall be in the County's best interest and sole discretion and shall not exceed five (5) years. Any Agreement or amendment to the Agreement shall be subject to fund availability and mutual written agreement between the County and Consultant.

## ARTICLE 5 – COMPENSATION

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

5.2 Consultant shall prepare and submit to the Nassau Amelia Utility Department, for approval, a monthly invoice for the services rendered under this Agreement. Each invoice shall correspond to a work authorization approved by the County. Invoices for services shall be paid in accordance with the Florida Prompt Payment Act. All invoices shall be accompanied by a report identifying the nature and progress of the work performed. The statement shall show a summary of fees with an accrual of the total fees billed and credits for portions paid previously. The County reserves the right to withhold payment to Consultant for failure to perform the work in accordance with the provisions of this Agreement, and the County shall promptly notify Consultant if any invoice or report is found to be unacceptable and will specify the reasons therefor.

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

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

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

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

**ARTICLE 6 - STANDARD OF CARE**

Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided by a professional under similar circumstances and Consultant shall, at no additional cost to the County, re-perform services which fail to satisfy the foregoing standard of care.

**ARTICLE 7 - DOCUMENTS**

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

- 7.1** This Agreement;
- 7.2** The Scope of Services attached hereto as Attachment "A";
- 7.3** Fee Schedule attached hereto as Attachment "B";
- 7.4** General Information and Minimum Insurance Requirements Exhibit "1"
- 7.5** Any written amendments, modifications or Addenda to this Agreement.
- 7.6** Proposal submitted by Consultant in response to the Request for Qualifications for Miscellaneous Engineering Services for Nassau Amelia Utility (NAU), Bid NC16-033;
- 7.7** Any work authorizations, written amendments, modifications or Addenda to this Agreement.

**ARTICLE 8 - EQUAL OPPORTUNITY EMPLOYMENT**

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

**ARTICLE 9 - TRUTH-IN-NEGOTIATION/PUBLIC ENTITY CRIMES AFFIDAVIT**

Consultant certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the county determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. Consultant represents that it has furnished a Public Entity Crimes Affidavit pursuant to Section 287.133, Florida Statutes.

**ARTICLE 10 - INDEMNIFICATION**

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

**ARTICLE 11 - INDEPENDENT CONTRACTOR**

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

## **ARTICLE 12 – EXTENT OF AGREEMENT**

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

**12.2** This Agreement may only be amended, supplemented, modified, changed or canceled by a duly executed written instrument.

## **ARTICLE 13 - COMPLIANCE WITH LAWS**

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

## **ARTICLE 14 - INSURANCE**

**14.1** The Consultant shall purchase and maintain such commercial (occurrence form) or comprehensive general liability, workers compensation, professional liability, and other insurance as is appropriate for the services being performed hereunder by Consultant, its employees or agents. The amounts and types of insurance shall conform to the minimum requirements set forth in Exhibit "1".

## **ARTICLE 15 – ACCESS TO PREMISES**

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

## **ARTICLE 16 - TERMINATION OF AGREEMENT**

**16.1 Termination for Convenience:** This Agreement may be terminated by the County for convenience, upon thirty (30) days of written notice to Consultant. In such event, the Consultant shall be paid its compensation for services performed prior to the termination date. In the event that the Consultant abandons this Agreement or

causes it to be terminated, Consultant is liable to the County for any and all loss pertaining to this termination.

**16.2 Default by Consultant:** In addition to all other remedies available to the County, the County may terminate this Agreement for cause should the Consultant neglect, fail to perform, or observe any of the terms, provisions, conditions, or requirements herein contained. Prior to termination the County shall provide written notice of the specific conditions warranting default, and the County shall allow thirty (30) days for Consultant to cure.

#### **ARTICLE 17 - NONDISCLOSURE OF PROPRIETARY INFORMATION**

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

#### **ARTICLE 18 - UNCONTROLLABLE FORCES**

**18.1** Neither the County nor Consultant shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

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

#### **ARTICLE 19 - GOVERNING LAW AND VENUE**

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

#### **ARTICLE 20 - MISCELLANEOUS**

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

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



**20.3 Public Records Requirement:** The County is a public agency subject to Chapter 119, Florida Statutes. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6250, DMOODY@NASSAUCOUNTYFL.COM, 96161 NASSAU PLACE, YULEE, FLORIDA 32097. Under this agreement, to the extent that the contractor is providing services to the County, and pursuant to Section 119.0701, Florida Statutes, the contractor shall;

1. Keep and maintain public records required by the public agency to perform the service.
2. 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.
3. 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 contractor does not transfer the records to the public agency.

Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor 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.

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

#### **ARTICLE 21 - SUCCESSORS AND ASSIGNS**

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

#### **ARTICLE 22 - CONTINGENT FEES**

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the

Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

**ARTICLE 23 - OWNERSHIP OF DOCUMENTS**

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

**ARTICLE 24 - FUNDING**

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

**ARTICLE 25 - NOTICE**

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

**COUNTY**

Nassau County Contract Management  
96135 Nassau Place, Suite 2  
Yulee, Florida 32097  
904-530-6040  
Fax: 904-321-5917  
dpensante@nassaucountyfl.com  
With a copy to the County Attorney at the same address.

**CONSULTANT:**

GAI Consultants, Inc.

1301 Riverplace Blvd.  
Jacksonville, Florida 32207  
904-363-1110

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

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

## **ARTICLE 26 – DISPUTES**

Any dispute arising under this Contract shall be addressed by the representatives of the County and the Consultant as set forth herein. Disputes shall be set forth in writing to the County Manager with a copy to the Department Head or Consultant, depending on which party initiates the dispute, and provided by overnight mail, UPS, FedEx, or certified mail. A response shall be provided in the same manner prior to the initial meeting with the County Manager, the Department Head (or their designee), and a representative of the Consultant. This initial meeting shall take place no more than thirty (30) days from the written notification of the dispute addressed to the County Manager.

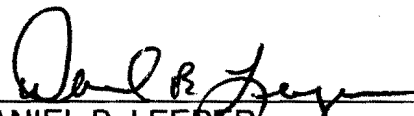
If the dispute is not settled at the initial meeting, the County Manager shall immediately notify the County Attorney. The Department Head (or his/her designee), the County Attorney, the County Manager, and the Department Head (or their

designee(s)) shall meet with the Consultant's representative(s within thirty (30) days of the County Manager's notification to the County Attorney of the continued dispute.

If there is no satisfactory resolution, the claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof, shall 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 Consultant. If either party initiates a Court proceeding, and the Court orders, or the parties agree to, mediation, the cost of mediation shall be borne by the Consultant. Consultant shall not stop work during the pendency of mediation or dispute resolution. No litigation shall be initiated unless and until the procedures set forth herein are followed.

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

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



DANIEL B. LEEPER

Its: Chairman

Date: 9-20-17

Attest to authenticity of Chair's Signature

  
JOHN A. CRAWFORD  
Its: Ex-Officio Clerk

MES  
09-21-17

[Signatures continued on next page]

Approved as to form and legal sufficiency  
by the Nassau County Attorney:

  
\_\_\_\_\_  
MICHAEL MULLIN

ATTEST:

GAI Consultants, Inc.

[Signature]  
(Corporate Secretary)

[Signature]  
Signature of President/Owner

KARL PALUBAK  
Type/Print Name of Corporate Secy.

ANTHONY F MORROCCO  
Type/Print Name of President/Owner

(CORPORATE SEAL)

Date: 8/15/2017

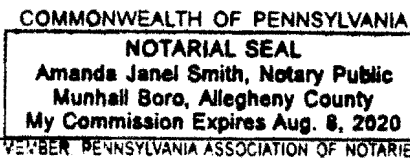
CORPORATE ACKNOWLEDGEMENT

STATE OF Pennsylvania :  
:SS  
COUNTY OF Allegheny :

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Anthony Morrocco, of, GAI Consultants, a Engineering Services Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this 15<sup>th</sup> day of August, 2017.

[Signature]  
Signature of Notary Public  
State of Pennsylvania



Amanda Janel Smith  
Print, Type or Stamp  
Name of Notary Public

- Personally known to me or
- Produced Identification

\_\_\_\_\_  
Type of I.D. Produced

- DID take an oath, or
- DID NOT take an oath.

**ATTACHMENT "A"**  
**Consultant Scope of Services for**  
**Miscellaneous Engineering Services for Nassau Amelia Utility**  
**Board of County Commissioners, Nassau County, Florida**

This call for professional services does not have specific scope of services. The Consultant will provide Independent Consulting Engineering Services related to the needs of the Nassau Amelia Utility. The work may include but is not limited to the following list. Engineering firms wishing to be considered should be able to demonstrate experience and expertise in providing the following:

- Review/evaluation and approval of development plans, new lines, extension of lines, water and wastewater hook ups, and grease trap design and sizing
- Review and approval of water and wastewater development agreements
- Assistance with the analysis and preparation of water and wastewater letters of availability
- Permitting for the water and wastewater utilities
- Consumptive Use permitting
- Water and wastewater utility engineering services
- Capacity analysis reports
- Design for new lines and extension of lines
- Design for water and wastewater transmission systems
- Design of lift station rehabilitation and replacements
- Ability to perform rate study
- Surveying services
- Development and assistance with the Capital Improvement Plan
- System Capacity Analysis
- Regulatory Compliance and Reporting
- Assistance updating various plans, such as the monitoring plans and operating protocol
- Assist the Utility in the preparation of the Consumer Confidence Reports
- The Consultant will be required to coordinate with other contracted Professional Service Providers, as necessary, for monitoring, reporting, or permitting requirements;
- Miscellaneous Services
  - Regulatory Issues – Monitor EPA and FDEP rulemaking, as well as state and federal legislative initiatives and advise the Utility of the effect of legislation and/or rule changes on its facilities and operations.
  - Surveying – Assist the Utility in conducting surveys as required to support other activities and projects.
  - Meetings and Presentations – Assist the Utility in preparing for, and participating in meetings and presentations to local government, citizen groups and regulatory agencies.
- Ad Hoc Engineering – Recommendation, design, and permitting support for the facilities and systems. Work may include design, specifications, and assistance during bidding, and construction services.
- The Consultant shall also provide services not otherwise described, or any other tasks associated with the Utility's permits and operations, which may be required by the County during the course of the Agreement





Jacksonville Office  
1301 Riverplace Blvd  
Suite 900  
Jacksonville, Florida 32207

T 904.363.1110

August 1, 2017

GAI Project No. A170003.00

**Rate Request for Nassau County – Misc Engineering for NAU  
RFP NC16-033**

As requested, the following is our information regarding overhead multipliers and personnel hourly rates for projects with the Nassau County.

Base Rate	<b>100%</b>
Overhead & Fringe Benefits	<b>161.18%</b>
Subtotal	<b>261.18%</b>
<b>Profit (10%)</b>	<b>0.2612</b>

**OVERALL MULTIPLIER** **2.87**

Rates are based on an average of raw labor rates for a staff position. Classification for personnel hourly rates are as follows:

<b>Labor Classification</b>	<b>Average Rate</b>	<b>Loaded Rate</b>
Principal	\$96.14	\$276.21
Engineering Director	\$82.31	\$236.47
Senior Engineering Manager	\$70.55	\$202.69
Engineering Manager	\$58.37	\$167.70
Lead Engineer	\$54.22	\$155.77
Senior Project Engineer	\$48.51	\$139.37
Project Engineer	\$40.20	\$115.49
Sr EI	\$29.64	\$85.16
EI	\$25.14	\$72.23
Designer	\$37.33	\$107.25
Technician	\$25.53	\$73.35
Senior Mgmt Consultant	\$56.00	\$160.89
Funding/Technical Specialist	\$34.25	\$98.40
Legal Council	\$77.90	\$223.81
Planning Director/AICP	\$85.22	\$244.84
Lead Planner/AICP	\$56.25	\$161.61
Planner	\$34.50	\$99.12
Lead Landscape Architect/RLA	\$71.00	\$203.98
Landscape Architect/RLA	\$44.58	\$128.08
Senior Environmental Specialist	\$43.76	\$125.72
Environmental Project Specialist	\$27.74	\$79.70
Senior Construction Administrator	\$70.46	\$202.43
Construction Administrator	\$46.96	\$134.92
Sr. Construction Inspector	\$33.44	\$96.07
Construction Inspector	\$24.14	\$69.35
Survey Manager	\$56.87	\$163.39
3-Person Survey Crew	\$79.52	\$228.46
2-Person Survey Crew	\$55.08	\$158.24
1-Person Survey Crew with Robot	Loaded Rate	\$120.00
Administrative	\$18.52	\$53.21

## Exhibit "1"

**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
Fire Damage Limit (any one fire)	\$ 300,000
Medical Expense Limit (any one person)	\$ 10,000
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:

<u>Part One</u> – Workers' Compensation Insurance – Unlimited Statutory Benefits as provided in the Florida Statutes and	
<u>Part Two</u> – 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
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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.

**UMBRELLA LIABILITY INSURANCE**

The Contractor/Vendor shall purchase and maintain at the Contractor/Vendor's expense Umbrella/Excess Liability (Umbrella Form) insurance coverage for the life of this Contract.

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

Each Occurrence Limit	\$1,000,000
Aggregate Limit	\$1,000,000

**PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)**

This additional coverage will be required for all projects involving consultants, engineering services, architectural or design/build projects, independent testing firms and similar exposures.

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 – <b>Project Specific Form</b>	\$1,000,000
<b>OR</b>	
Each Occurrence/Annual Aggregate – <b>Non Project Specific Form</b>	\$3,000,000

Design Professional Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Agreement. If provided on a Claims Made Form, the coverages must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

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 Umbrella Liability insurance, Professional Liability, Environmental Liability, Cyber and Data Security insurance coverage (as applicable) meeting the same limit and requirements as the Contractor/Vendors insurance.

Certificates of Insurance acceptable to Nassau County Board of County Commissioners for the Contractor/Vendor's insurance must be received within five (5) days of Notification of Selection and at time of signing Agreement.

Certificates of Insurance and the insurance policies required for this Agreement shall contain an 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.

Certificates of Insurance and the insurance policies required for this Agreement will include a provision that policies, except Workers' Compensation and Professional Liability, are primary and noncontributory to any insurance maintained by the Contractor/Vendor.

Nassau County Board of County Commissioners must be named as an Additional Insured and endorsed onto the Commercial General Liability (CGL), Auto Liability, Umbrella Liability and Environmental Liability policy (ies). A copy of the endorsement(s) must be supplied to Nassau County Board of County Commissioners ten (10) days following the execution of the agreement or prior to the first date of services, whichever comes first.

CGL policy Additional Insured Endorsement must include Ongoing and Completed Operations (Form CG2010 11 84 **OR** Form CG2010 04 13 and GC2037 04 13 edition or equivalent). Other Additional Insured forms might be acceptable but only if modified to delete the word "ongoing" and insert the sentence "Operations include ongoing and completed operations".

CGL policy shall not be endorsed with Exclusion - Damage to Work performed by SubContractor/Vendors on Your Behalf (CG2294 or CG2295)

CGL policy shall not be endorsed with Contractual Liability Limitation Endorsement (CG2139) or Amendment of Insured Contract Definition (CG 2426)

CGL policy shall not be endorsed with Exclusion - Damage to Premises Rented to you (CG 2145)

CGL policy shall include broad form contractual liability coverage for the Contractor/Vendors covenants to and indemnification of the Authority under this Contract

Certificates of Insurance and the insurance policies required for this Agreement shall contain a provision under General Liability, Auto Liability, Environmental Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of Nassau County Board of County Commissioners.

All Certificates of Insurance shall be dated and shall show the name of the insured Contractor/Vendor, the specific job by name and job number, the name of the insurer, the policy number assigned its effective date and its termination date and a list of any exclusionary endorsements.

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.

**TERRA INSURANCE COMPANY**  
 Terra Insurance Company  
 (A Risk Retention Group)  
 Two Fifer Avenue, Suite 100  
 Corte Madera, CA 94925



**DATE**  
 08/09/17

**CERTIFICATE OF INSURANCE**

**CERTIFICATE HOLDER**

Nassau County  
 Attn: Contract Management  
 96135 Nassau Place, Suite 2  
 Yulee, FL 32097

This certifies that the "claims made" insurance policy (described below by policy number) written on forms in use by the Company has been issued. This certificate is not a policy or a binder of insurance and is issued as a matter of information only, and confers no rights upon the certificate holder. This certificate does not alter, amend or extend the coverage afforded by this policy.

The policy of insurance listed below has been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions and conditions of such policy. Aggregate limits shown may have been reduced by paid claims.

**TYPE OF INSURANCE** Professional Liability

**POLICY NUMBER**  
 217018

**EFFECTIVE DATE**  
 01/01/17

**EXPIRATION DATE**  
 12/31/17

**LIMITS OF LIABILITY** \$3,000,000 EACH CLAIM  
 \$3,000,000 ANNUAL AGGREGATE

**PROJECT DESCRIPTION**

Nassau Amelia Utilities Continuing Services 2017  
 A170003.00

**CANCELLATION:** If the described policy is cancelled by the Company before its expiration date, the Company will mail written notice to the certificate holder thirty (30) days in advance, or ten (10) days in advance for non-payment of premium. If the described policy is cancelled by the insured before its expiration date, the Company will mail written notice to the certificate holder within thirty (30) days of the notice to the Company from the insured.

**NAME AND ADDRESS OF INSURED**

GAI Consultants, Inc.  
 1301 Riverplace Blvd., Suite 900  
 Jacksonville, FL 32207

**ISSUING COMPANY:**

TERRA INSURANCE COMPANY  
 (A Risk Retention Group)

A handwritten signature in black ink, appearing to read "David Collette", is written over a horizontal line.

**President**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/09/2017

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

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

<b>PRODUCER</b> Marsh Sponsored Programs a division of Marsh USA Inc. PO Box 14404 Des Moines, IA 50306-9686	<b>CONTACT NAME:</b> PHONE (A/C No, Ext): 1-877-320-9393      FAX (A/C No): 515-365-0895 E-MAIL ADDRESS: riskmanagement@marshpm.com      Vendor ID: 31459 <hr/> <b>INSURER(S) AFFORDING COVERAGE</b> NAIC # INSURER A: Old Republic Insurance Company      24147 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
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**COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:							EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			X	L243256-16	10/01/2016	10/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$							EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			Y/N	N/A			PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) GPBR: 1GL1**

Policy provides protection for any & all operations/jobs performed by the named insured where required by written contract. Certificate holder is an Additional Insured where required by written contract. Waiver of Subrogation included where required by written contract. Insurance is primary and non-contributory.  
 Project: A170003.00 - Nassau Amelia Utilities Continuing Services 2017

**CERTIFICATE HOLDER      CANCELLATION**

Nassau County Attn: Contract Management 96135 Nassau Place, Suite 2  Yulee, FL 32097	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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GAICONSUL1

FPAMPENO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/10/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

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

PRODUCER: HDH Group Inc, 210 Sixth Avenue 30th Fl, Pittsburgh, PA 15222. CONTACT NAME: Frank Pampeno. INSURER(S) AFFORDING COVERAGE: Valley Forge Insurance Company, The Continental Insurance Company, Ironshore Specialty Company.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include Commercial General Liability, Umbrella Liability, Workers Compensation and Employers' Liability, and Pollution.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Nassau County Board of County Commissioners are named as additional insured as required by written contract. A waiver of subrogation applies.

CERTIFICATE HOLDER: Nassau County, 96135 Nassau Place, Suite 2, Yulee, FL 32097. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Anthony J. Hines

AGENCY CUSTOMER ID: GAICONSUL1

FPAMPENO

LOC #: 1



**ADDITIONAL REMARKS SCHEDULE**

Page 1 of 1

AGENCY <b>HDH Group Inc</b>		NAMED INSURED <b>GAI Consultants, Inc. 1301 Riverplace Boulevard, Suite 900 Jacksonville, FL 32207</b>	
POLICY NUMBER <b>SEE PAGE 1</b>			
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>	EFFECTIVE DATE: <b>SEE PAGE 1</b>	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

remarks  
CONTINENTAL INSURANCE COMPANY UMBRELLA POLICY NO. 6043050524 IS EXCESS AND  
FOLLOW FORM OF THE FOLLOWING POLICIES:  
COMMERCIAL GENERAL LIABILITY (INCL OH STOP GAP)  
- VALLEY FORGE POLICY NO. 6043050538  
AUTOMOBILE LIABILITY - OLD REPUBLIC POLICY NO. L243256-16  
EMPLOYER'S LIABILITY - VALLEY FORGE POLICY NO. 6043050569





