

CS-17-132

**CONTINUING CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES  
FOR NASSAU COUNTY, FLORIDA**

THIS AGREEMENT made and entered into this 8th day of January 2018, 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 CPH, Inc., a Florida for Profit Corporation, whose principle office address is located at 5200 Belfort Road Suite 220, Jacksonville, Fl. 32256, hereinafter referred to as "Consultant":

WHEREAS, the County desires to obtain continuing professional engineering services on an "as needed" project-by-project basis; and

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

WHEREAS, the Consultant desires to render certain professional 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 professional engineering services in accordance with the Scope of Services set forth in Attachment "A", attached hereto and incorporated by reference, and any additional services as may be specifically designated and additionally authorized by the parties. Such additional authorizations will be in the form of a Work Authorization. Each Work Authorization shall set forth a specific scope of services, the amount of compensation and the required completion date.

**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 Engineering Services to act on the County's behalf with respect to the Scope of Services. The Director of Engineering Services, 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. 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 "Loaded Billing Rates", 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 Director of Engineering Services, for approval, a monthly invoice for the services rendered under this Agreement. Invoices for services shall be paid in accordance with the Florida Prompt Payment Act. All invoices shall be accompanied by a report identifying the nature and progress of the work performed. The statement shall show a summary of fees with an accrual of the total fees billed and credits for portions paid previously. 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 Attachment “A”;

**7.3** Loaded Billing Rates attached hereto as Attachment “B”;

**7.4** Request for Qualifications for Engineering Services Continuing Contract, Bid No. NC17-006;

**7.5** Proposal submitted by Consultant in response to the Request for Qualifications for Engineering Services, Bid No. NC17-006;

**7.6** 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**

**10.1** 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.

## **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 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**

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](mailto: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:

- 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 contractor 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 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 6  
Yulee, Florida 32097  
904-491-7377  
Fax: 904-321-2658  
[cyoung@nassaucountyfl.com](mailto:cyoung@nassaucountyfl.com)

With a copy to the County Attorney at the same address.

#### **CONSULTANT:**

David A. Gierach, P.E.  
CPH, Inc.  
5200 Belfort Road, Suite 220  
Jacksonville, Florida 32256  
904-332-0999  
[dgierach@cphcorp.com](mailto:dgierach@cphcorp.com)

**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. Email and facsimile are acceptable notice effective when received, however, notices received (i.e.; printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

**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-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. Vendor shall not stop work during the pendency of mediation or dispute resolution.

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

**Nassau County,  
Board of County Commissioners**



~~DANIEL B. LEEPER~~ PAT EDWARDS  
Its: Chair

Date: January 8, 2018

ATTEST TO CHAIR  
SIGNATURE

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

Approved as to form and legal  
sufficiency:

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

MES  
01-09-18



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

The Nassau County Engineering Services Department desires to secure the following required Engineering Services, but not limited to:

**Engineering Services**

- A. Road Design
- B. Bridge/Structural Design
- C. Pavement Design
- D. Drainage/Stormwater Design
- E. Sidewalk Design
- F. Maintenance of Traffic
- G. Signing and Markings
- H. Lighting Design
- I. Signal Design
- J. Software Analysis and Maintenance
- K. Expert Witness Services
- L. Multiuse/purpose trail and recreational facilities Design
- M. Guardrail Design
- N. Site work design for Building/Vertical Construction
- O. Impact Fee Justification
- P. PD&E and/or PE Studies
- Q. General Engineering Consulting (GES)
- R. Program Management (PM) Services
- S. Design Build Criteria Package Development and/or Review
- T. Environmental Services
- U. Traffic Safety Studies and Design
- V. Transportation Planning Studies
- W. Transportation Modeling
- X. Public Involvement, Public Meeting preparation and participation
- Y. CEI Services for minor construction projects
- Z. Bid Package Preparation/Assistance
- AA. Post Design Services

Work will be awarded on a project by project basis that may include any or all of the above services, or services not specifically mentioned, but directly related to the specific discipline. Consultants may hire sub-consultants to be used for portions of the required services; however, the primary consultant must be responsible for all of the work performed.

For any project that will require a FDOT permit, the firm shall be pre-qualified by FDOT to perform that work.

## Nassau County

### Billing Hourly Rate Computation- CPH, Inc.

12/7/2017

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

**Overall Multiplier** **3.03**

Individual classification for personnel hourly rates are as follows:

Classification	Raw Hourly Rate	Overall Multiplier	Billable Hourly Rate
Principal	\$65.40	3.03	\$198.16
Senior Project Manager	\$58.83	3.03	\$178.25
Project Manager	\$42.25	3.03	\$128.02
Senior Project Engineer	\$36.94	3.03	\$111.93
Project Engineer	\$28.69	3.03	\$86.93
Principal Traffic Engineer	\$66.78	2.52	\$168.29
Traffic Analyst	\$26.44	3.03	\$80.11
Principal Environmental Scientist	\$49.28	3.03	\$149.32
Sr. Environmental Scientist	\$39.02	3.03	\$118.23
Lead Environmental Scientist	\$31.33	3.03	\$94.93
GIS Analyst	\$29.44	3.03	\$89.20
Principal Planner	\$45.68	3.03	\$138.41
Senior Planner	\$41.60	3.03	\$126.05
Planner	\$25.24	3.03	\$76.48
Principal Architect	\$60.74	3.03	\$184.04
Senior Architect	\$43.92	3.03	\$133.08
Senior Architectural Manager	\$36.03	3.03	\$109.17
Architect	\$37.25	3.03	\$112.87
Senior Architectural Designer	\$28.63	3.03	\$86.75
Architectural Designer	\$24.64	3.03	\$74.66
Interior Designer	\$27.10	3.03	\$82.11
Architectural Coordinator	\$21.37	3.03	\$64.75
Principal Structural Engineer	\$52.88	3.03	\$160.23
Senior Structural Engineer	\$43.32	3.03	\$131.26
Structural Engineer	\$28.82	3.03	\$87.32
Principal MEP Engineer	\$52.88	3.03	\$160.23
Senior MEP Project Engineer	\$38.92	3.03	\$117.93
Principal Landscape Architect	\$49.16	3.03	\$148.95
Senior Landscape Architect	\$40.60	3.03	\$123.02
Landscape Architect	\$25.22	3.03	\$76.42
Project Coordinator	\$22.57	3.03	\$68.39



Individual classification for personnel hourly rates are as follows:

Classification	Raw Hourly Rate	Overall Multiplier	Billable Hourly Rate
Senior Project Designer	\$35.61	3.03	\$107.90
Project Designer	\$32.15	3.03	\$97.41
Senior Design Technician	\$27.04	3.03	\$81.93
Design Technician	\$22.62	3.03	\$68.54
CADD Technician	\$18.10	3.03	\$54.84
Administrative	\$24.32	3.03	\$73.69
Clerical	\$15.43	3.03	\$46.75
Network Administration	\$36.10	3.03	\$109.38
Senior Graphic Designer	\$43.27	3.03	\$131.11
Graphic Designer	\$22.02	3.03	\$66.72
Senior Construction Manager	\$35.96	3.03	\$108.96
Construction Field Rep. II	\$36.11	3.03	\$109.41
Principal Surveyor	\$50.73	3.03	\$153.71
Senior Professional Surveyor	\$38.26	3.03	\$115.93
Field Technician/Designer	\$23.27	3.03	\$70.51
Survey Project Manager/CADD	\$30.89	3.03	\$93.60
Field Crew Coordinator	\$27.30	3.03	\$82.72
Survey Party Chief	\$22.33	3.03	\$67.66
Survey Instrument Man	\$19.81	3.03	\$60.02
Senior Survey CADD Tech	\$27.52	3.03	\$83.39
Survey Crew (2 Man)	n/a	n/a	\$155.00
Survey Crew (Construction Staking - 2 Man)	n/a	n/a	\$180.00
Survey Crew (3 Man)	n/a	n/a	\$225.00
GPS (1 MAN) / Robotics	n/a	n/a	\$145.00
GPS (2 MAN)	n/a	n/a	\$180.00
1 Man Scanner Laser Survey Crew	n/a	n/a	\$265.00
2 Man Scanner Laser Survey Crew	n/a	n/a	\$290.00

\* Part-time employee with no benefits.

Mutiplier is 3.03 including profit.

I hereby certify that the hourly rates and multiplier are true and correct.

Approved By:



David A. Gierach, President

12-7-17

Date

**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:

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
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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.

**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 \$1,000,000

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 Professional Liability (as applicable) insurance coverage 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 fifteen (15) 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 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 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 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.

Initials 