

# CONTRACT APPROVAL FORM

(Contract Management Use only)

**CONTRACT TRACKING NO.  
CM2649**

## CONTRACTOR INFORMATION

Name: Equus Innovative Solutions dba Equusis, LLC

Address: 5357 Winrose Falls Drive Jacksonville FL 32258  
City State Zip

Contractor's Administrator Name: Ameera Sayeed Title: Owner

Tel#: (904) 868-3381 Fax: \_\_\_\_\_ Email: asayeed@equusis.com

## CONTRACT INFORMATION

Contract Name: Professional Service Contract Contract Value: \$110.98/Hr/NTE \$10,000

Brief Description: To provide facilitation, technical assistance, and guidance related to transportation services planning, program development, and operational management to PEO

Contract Dates : From: \_\_\_\_\_ to: \_\_\_\_\_ Status:  New  Renew  Amend#  WA/Task Order

How Procured:  Sole Source  Single Source  ITB  RFP  RFQ  Coop.  Other Professional Services

### If Processing an Amendment:

Contract #: \_\_\_\_\_ Increase Amount of Existing Contract: \_\_\_\_\_

New Contract Dates: \_\_\_\_\_ to \_\_\_\_\_ TOTAL OR AMENDMENT AMOUNT: \_\_\_\_\_

### APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

1.	<u>[Signature]</u> Department Head Signature	<u>1/25/19</u> Date	<u>Planning and Economic Opportunity</u> Submitting Department
2.	<u>[Signature]</u> Contract Management	<u>1/28/19</u> Date	<u>04247515/531025</u> Funding Source/Acct # <u>MS 1/31/19</u>
3.	<u>[Signature]</u> Office of Management & Budget	<u>2/5/19</u> Date	
4.	<u>[Signature]</u> County Attorney (approved as to form only)	<u>2/9/19</u> Date	

Comments: \_\_\_\_\_

### COUNTY MANAGER - FINAL SIGNATURE APPROVAL

[Signature] 2/9/19  
 Michael Mullfn Date

### RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

- Original: Clerk's Services; Contractor (original or certified copy)
- Copy: Department
- Office of Management & Budget
- Contract Management
- Clerk Finance

John A. Crawford - Clerk Services  
RCVD FEB 15 19 AM 8:10

**PROFESSIONAL SERVICE CONTRACT  
FOR NASSAU COUNTY, FLORIDA**

THIS AGREEMENT made and entered into this 9<sup>th</sup> day of February 2019, 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 Equus Innovative Solutions, LLC (dba Equusis, LLC) located at 5357 Winrose Falls Drive, Jacksonville, Florida 32258, hereinafter referred to as "Consultant":

WHEREAS, the County desires to obtain professional services on an "as needed" for facilitation, technical assistance, and guidance related to transportation services planning, program development, and operational management; 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 services as described in the Scope of Services, and has the qualifications, experience, staff and resources to perform those services; and

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 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 a scope of work determined by the Planning and Economic Opportunity (PEO) Director or his designee relative to County recreation planning needs.

**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 Planning & Economic Opportunity (PEO) to act on the County's behalf with respect to the Scope of Services. The Director of PEO, 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 twelve (12) months 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** Consultant shall be compensated at an hourly rate of \$110.98, plus reimbursable expenses, with a total sum not to exceed \$10,000 for the contract period.

**5.2** Consultant shall prepare and submit to the Director of PEO, for approval, a monthly invoice for the services rendered under this Agreement. Invoices for services shall be paid within forty-five (45) days, in accordance with the Florida Prompt Payment Act. 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.

**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** 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 - 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.

**ARTICLE 10 - INDEPENDENT CONSULTANT**

Consultant undertakes performance of the services as an independent Consultant 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 11 – EXTENT OF AGREEMENT**

11.1 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.

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

**ARTICLE 12 - 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 13 - INSURANCE**

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 14 – ACCESS TO PREMISES**

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

**ARTICLE 15 - TERMINATION OF AGREEMENT**

**15.1 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 all loss pertaining to this termination.

**15.2 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 16 - 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 17 - GOVERNING LAW AND VENUE**

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

**ARTICLE 18 - MISCELLANEOUS**

**18.1 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.

**18.2 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.

### 18.3 PUBLIC RECORDS

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

- a. Keep and maintain public records required by the 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 Consultant 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 Consultant or keep and maintain public records required by the public agency to perform the service. If the Consultant transfers all public records to the public agency upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically 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.

**18.4** 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 19 - 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 20 - 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 21 - 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. 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 22 - 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 23 - NOTICE**

**23.1** 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  
[ghagins@nassaucountyfl.com](mailto:ghagins@nassaucountyfl.com)

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

**CONSULTANT:**

Ameera Sayeed  
Equus Innovative Solutions, LLC dba  
Equusis, LLC  
5357 Winrose Falls Drive  
Jacksonville, FL 32258  
(904) 868-3381  
[asayeed@equusis.com](mailto:asayeed@equusis.com)

**23.2** 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.

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

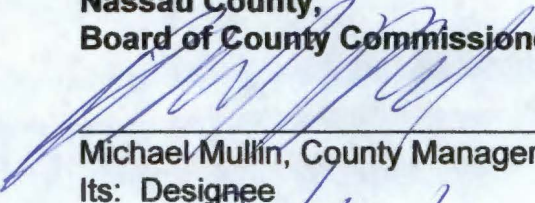
#### **ARTICLE 24 - DISPUTE RESOLUTION**

**24.1** The County may utilize this section, at their discretion, as to disputes regarding contract interpretation. The County may send a written communication to the Consultant 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 Consultant. The Consultant should have a representative, at the meeting that can render a decision on behalf of the Consultant.

**24.2** 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 Consultant. Consultant shall not stop work during the pendency of mediation or dispute resolution.

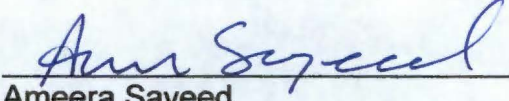
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

**Nassau County,  
Board of County Commissioners**

  
\_\_\_\_\_  
Michael Mullin, County Manager  
Its: Designee

Date: 1/22/19

**Equus Innovative Solutions, LLC. dba  
Equusis, LLC**

  
\_\_\_\_\_  
Ameera Sayeed

Date: JAN 22, 2019

## ATTACHMENT "A"

### SCOPE OF SERVICES

This Exhibit is an integral part of the Agreement with Equus Innovative Solutions, LLC (**CONSULTANT**) for its services to the Board of County Commissioners of Nassau County (**COUNTY**).

#### 2.1. SCOPE OF SERVICES

##### A. OBJECTIVE

The primary objective of this work effort is to provide professional transportation and planning consulting in an inventory for the western portion of Nassau County. The primary inventory will be west of I-95 to the county line (north, south and west) and the William Burgess Corridor.

##### B. SERVICES

The **CONSULTANT** is required to provide professional transportation planning related data collection and assistance to the Nassau County Planning Staff and in the performance of all the tasks as identified in this Scope of Services. The **CONSULTANT** shall complete all work under this Scope according to current **COUNTY** policies, guidelines, procedures and rules that may be supplemented by Federal Guidelines, manuals and other documents as appropriate.

The **CONSULTANT'S** work will be managed by a **COUNTY** Project Manager from the Nassau County Planning Staff. The **COUNTY** Project Manager will review and approve the Scope of Services that defines the work by task to be done by the **CONSULTANT**, and as described in this Scope of Services.

#### 2.2. TASKS FOR WHICH CONSULTANT SERVICES ARE REQUIRED

##### A. Inventory

The inventory and digital workspace will be set in five-year increments ending in year 2040 to include:

- Existing and future land uses incorporated into the Geographic Information System digital workspace.
- Existing and Planned Transportation Network
- Map existing natural environment
- Data related to levels of service, traffic counts and impediments to development.
- Context classification
- State and Federal programmed plans
- Previous studies
- Existing utility
- Stormwater and drainage characteristics
- Safety
- Recreational sites
- Historic sites

- Speed
- Regional Model projections by traffic analysis zones
- Review of transit systems
- Local government municipal activities and future plans
- Economic Development initiatives

### **B. Data and Analysis**

Item 2.2.A will be reviewed and analyzed to develop a preliminary future transportation network west of I-95. This includes efforts and policy direction for the William Burgess corridor.

### **2.3. SCHEDULE**

The **CONSULTANT** agrees to begin work after issuance of a notice to proceed by the **COUNTY**. The Scope of Services will last for one month after the date of notice to proceed and may be extended by the **COUNTY** in writing if necessary.

### **2.4. DELIVERABLES**

Maps and digital workspace in accordance with Tasks 2.2.A and 2.2.B.

### **2.5. SPECIFICATION FOR WORK**

The **CONSULTANT** shall ensure that all products of this Scope are prepared using **COUNTY** approved software.

As the **COUNTY** upgrades hardware and software, the **CONSULTANT** shall maintain compatibility with the then currently adopted **COUNTY** standards.

**EXHIBIT "1"**

**GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS**

**COMMERCIAL GENERAL LIABILITY INSURANCE**

The Consultant shall purchase and maintain at the Consultant'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.

**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 Consultant shall purchase and maintain at the Consultant'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 Project Specific	\$1,000,000
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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.

Consultant shall require each of his SubConsultants to likewise purchase and maintain at their expense Commercial General Liability insurance, Workers' Compensation and Employer's Liability coverage, Automobile Liability insurance, Umbrella Liability Professional Liability, Environmental Liability, Builders Risk or Installation Floater (as applicable) insurance coverage meeting the same limit and requirements as the Consultants insurance.

Certificates of Insurance acceptable to Nassau County Board of County Commissioners for the Consultant/Vendor's insurance must be received within ten (10) 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 Consultant.

Nassau County Board of County Commissioners must be named as an Additional Insured and endorsed onto the Commercial General Liability (CGL), Auto Liability and Umbrella 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 SubConsultants 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 Consultants 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 Consultant, 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, Consultant shall submit an additional Certificate of Insurance evidencing continuation of such coverage.

If the Consultant 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 Consultant, in which event, Consultant 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 Consultant 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 Consultants coverage based on the evidence of insurance provided by the Consultant shall not be construed as a waiver by Nassau County Board of County Commissioners of Consultant's obligation to procure, maintain and pay for required insurance.

The insurance requirements set forth herein shall in no way limit Consultants 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 Consultant's right under any policy with higher limits, and no policy maintained by the Consultant shall be construed as limiting the type, quality or quantity of insurance coverage that Consultant should maintain.



Consultant 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 Consultant or any subConsultant contains deductible(s), penalty(ies) or self-insured retention(s), the Consultant or SubConsultant 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 Consultant to fully and strictly comply at all times with the insurance requirements set forth herein shall be deemed a material breach of the Agreement.