

**AGREEMENT FOR PROFESSIONAL ARCHITECTURAL
SERVICES SHERIFF'S OFFICE PUBLIC SAFETY TRAINING
COMPLEX FOR NASSAU COUNTY, FLORIDA**

THIS AGREEMENT made and entered into this 20th day of March 2019, by and between the **NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS**, a political subdivision of the State of Florida, located at 96135 Nassau Place, Suite 6, Yulee, FL 32097, hereinafter referred to as "County", and **VRL Architects, Inc**, whose principle office address is located at 1449 Palm Avenue, Jacksonville, FL 32207, hereinafter referred to as "Consultant":

WHEREAS, the County desires to obtain professional architectural services for the design of the Nassau County Sheriff's Office Public Safety Training Complex; and

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

WHEREAS, the Consultant desires to render certain professional architectural 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 the 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

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

ARTICLE 2 - SCOPE OF SERVICES

2.1 The Consultant shall provide professional architectural services in accordance with the *Scope of Services* and any additional services as may be specifically designated and additionally authorized by the parties.

ARTICLE 3 - THE COUNTY'S RESPONSIBILITY

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

ARTICLE 4 - TERM OF AGREEMENT

4.1 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 the Consultant.

ARTICLE 5 - COMPENSATION

5.1 The County shall pay the Consultant in accordance with the provisions referenced as Attachment "1" "Proposed VRL Team Professional Fee Schedule", and Attachment "2" "Hourly Rates" contained in Attachment "A" or *Scope of Services*.

5.2 The Consultant shall prepare and submit to the Undersheriff, 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 the Consultant for failure to perform the work in accordance with the provisions of this *Agreement*, and the County shall promptly notify the Consultant if any invoice or report is found to be unacceptable and will specify the reasons therefore.

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: 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.

ARTICLE 6 - STANDARD OF CARE

6.1 The Consultant shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily provided by a professional under similar

circumstances and the 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* and *Fee Schedule* attached hereto Attachment "A".
- 7.3 Any work authorizations, written amendments, modifications or addenda to this *Agreement*.
- 7.4 *General Information and Minimum Insurance Requirements* attached hereto as Exhibit "1".

ARTICLE 8 - EQUAL OPPORTUNITY EMPLOYMENT

8.1 In connection with the work to be performed under this *Agreement*, the 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

9.1 The 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. The Consultant represents that it has furnished a Public Entity Crimes Affidavit pursuant to Section 287.133, Florida Statutes.

ARTICLE 10 - INDEMNIFICATION

10.1 The 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 *Agreement*.

ARTICLE 11 - INDEPENDENT CONTRACTOR

11.1 The 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. The Consultant shall work closely with the County in performing services under this *Agreement*.

ARTICLE 12 – AGREEMENT PERFORMANCE

12.1 At any point in time during the term of the *Agreement* with the awarded Consultant, the County may review records of performance to ensure that the Consultant is continuing to provide sufficient financial support, equipment and organization as prescribed herein. The County may place said *Agreement* on probationary status and implement termination procedures if the County determines that the Consultant no longer possesses the financial support, equipment and organization to comply with this demonstration of competency section.

ARTICLE 13 – EXTENT OF AGREEMENT

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

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

ARTICLE 14 - COMPLIANCE WITH LAWS

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

ARTICLE 15 - INSURANCE

15.1 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 the Consultant, its employees or agents. The amounts and types of insurance shall conform to the requirements set forth in Exhibit "1".

ARTICLE 16 – ACCESS TO PREMISES

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

ARTICLE 17 - TERMINATION OF AGREEMENT

17.1 Termination for Convenience: This *Agreement* may be terminated by the County for convenience, upon thirty (30) days of written notice to the 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, the Consultant is liable to the County for any and all loss pertaining to this termination.

17.2 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 the Consultant to cure.

ARTICLE 18 - NONDISCLOSURE OF PROPRIETARY INFORMATION

18.1 The 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. The Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of County or in response to legal process.

ARTICLE 19 - UNCONTROLLABLE FORCES

19.1 Neither the County nor the 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.

19.2 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 20 - GOVERNING LAW AND VENUE

20.1 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 21 - MISCELLANEOUS

21.1 Non-waiver: A waiver by either County or the 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.

21.2 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*.

21.3 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, 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 *Agreement*, 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 *Agreement*, 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 *Agreement*, 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.

21.4 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 22 - SUCCESSORS AND ASSIGNS

The County and the 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 23 - CONTINGENT FEES

23.1 The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this *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 24 - OWNERSHIP OF DOCUMENTS

24.1 The 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 25 - FUNDING

25.1 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 26 - NOTICE

26.1 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
904-530-6040
Fax: 904-321-2658
ghagins@nassaucountyfl.com

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

CONSULTANT:

Stephen F. Lazar
VRL Architects, Inc.
1449 Palm Avenue
Jacksonville, FL 32207
904-723-3895
sflazar@vrlarchitects.com

26.2 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.

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

ARTICLE 27-DISPUTE RESOLUTION

27.1 The County may utilize this section, at their discretion, as to disputes regarding *Agreement* 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 Vendor.

27.2 If there is no satisfactory resolution as to the interpretation of the *Agreement*, 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. The Consultant shall not stop work during the pendency of mediation or dispute resolution.

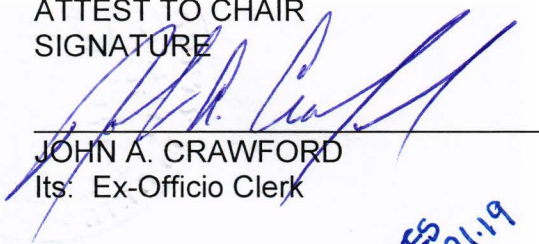
IN WITNESS WHEREOF, the parties hereto have executed this *Agreement* as of the day and year first written above.

**NASSAU COUNTY,
BOARD OF COUNTY COMMISSIONERS**

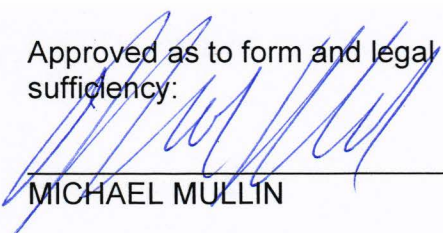

Justin M. Taylor
Its: Chair

Date: March 20, 2019

ATTEST TO CHAIR
SIGNATURE


JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form and legal
sufficiency:


MICHAEL MULLIN

MES
03.21.19

[signatures continued on next page]

ATTEST:

VRL ARCHITECTS, INC.

(Corporate Secretary)

Signature of President/Owner

STEPHEN F. LAZAR

STEPHEN F. LAZAR

Type/Print Name of Corporate Secy.

Type/Print Name of President/Owner



Date: 12 MAR 2019

CORPORATE ACKNOWLEDGEMENT

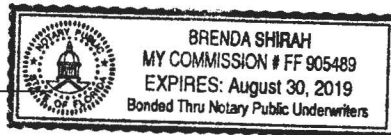
STATE OF FLORIDA :
COUNTY OF DUVAL :SS

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 Stephen F. Lazar, of, VRL Architects, Inc.
A Florida 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 12 day of March, 2019.

Brenda Shirah
Signature of Notary Public
State of Florida at Large

Brenda Shirah
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"



Architects, Inc.
License #AAC001735

Stephen F. Lazar, AIA, LEED®AP

1449 Palm Avenue
Jacksonville, Florida 32207
Phone 904-723-3895

15 February 2019

Nassau County Board of County Commissioners
Contract Management Department
96135 Nassau Place, Suite 6
Yulee, FL 32097

Attn: Mr. Grayson Hagins
Contract/Purchasing Manager

Re: Nassau County Sheriff's Office
Public Safety Training Complex

Subject: Proposal for Professional Services

Mr. Hagins:

Thank you for this opportunity to present our architectural and engineering professional services fee proposal for your consideration.

PROJECT SCOPE OVERVIEW:

As we currently understand, the project consists of an initial master plan for your 40 acre site in northern Nassau County in the Sandhill area. The master plan will consist of several development phases as future budgets identify. Directly following programming and related site due diligence will be Campus Phase 1 for initial entry roadway, parking and utility horizontal infrastructure from the property line to support vertical construction of gun range. Future Campus Phases for the Nassau County Sheriff's Office will be a training center and permanent gun range support building. Plus, future horizontal infrastructure and vertical training center and other support buildings/structures for the Nassau County Fire and Rescue.

SCOPE OF SERVICES:

The VRL Architects, Inc. design professional team consists of the following professional firms and their related specialized project contributions:

VRL Architects (VRL) will provide project management overview and coordination of all team members. We will provide design input for the campus master plan. After approval, VRL will design and provide contract bid documents for all Phase 1 vertical elements for the gun range.

Gillette and Associates (G&A) will provide initial site development due diligence and will closely coordinate with VRL to prepare the phased Master Plan until approval by all Nassau County user parties including Nassau County Land Development Code and SJRWMD. Then G&A will prepare contract bid documents for Phase 1 horizontal elements to support and access the Phase 1 gun range. These elements consist of site ingress/egress, stable roadway and drainage, stable practice range parking and drainage, sanitary septic tank, and a deep wells for both potable water and irrigation to support the phases.

Eco Design and Consulting (ECO) will provide any landscaping that may be required for the Phase 1 site development bid documents.

Atlantic Engineering Services, Inc. (AES) will provide structural engineering for all Phase 1 vertical building frames bid documents.

M.V. Cummings Engineers (MVC) will provide electrical engineering for any Phase 1 bid documents. This includes site lighting for roadway and firing range parking. Plus, electrical power and lighting design for the firing range.

VRL and our professional design team will continue to provide identical services for future phases as funding is identified.

PROPOSED PROJECT DELIVERABLES:

Upon approval of the Campus Master Plan the VRL Professional Team Contract Deliverables will be:

- A. Schematic Design for both horizontal and vertical infrastructure
- B. Design Development for both horizontal and vertical infrastructure
- C. 100% Contract Documents for both horizontal and vertical infrastructure
- D. Bid Phase Coordination with Nassau County Purchasing
- E. Construction Administration
- F. Project Closeout of Phase 1

ITEMS NOT INCLUDED OR PROVIDED BY OTHERS:

- 1. Boundary, topographic and tree surveys
- 2. Geotechnical Information
- 3. Wetland and wildlife (i.e gopher tortoise) surveys and mitigation
- 4. Other State and/or Federal permits outside of what is noted in the Scope of Services above.
- 5. Final pistol and rifle range parameters and specifications per Local, State and Federal regulations.

PROPOSED PROJECT SCHEDULE:

- 1. Contract issued with Notice to Proceed, March 2019
- 2. **Master Plan Programming & Site Investigation** 2 weeks
- 3. User Review & AE Team Meeting and Approval 1 week
- 4. **Master Plan Development** 3 weeks
- 5. User Review & AE Team Meeting and Approval 1 weeks
- 6. **Phase 1 Schematic Design Documents** 2 weeks
- 7. User Review & AE Team Meeting and Approval 1 week
- 8. **Phase 1 Design Development Documents** 3 weeks
- 9. User Review Team & AE Meeting and Approval 1 week
- 10. **Phase 1 - 100% Contract Documents** 3 weeks
Subtotal for Design Phase Services: 17 weeks
- 11. Phase 1 - Bid Period and Contract Negotiations 6 weeks
- 12. Phase 1 - Site and Building Permitting 4 weeks
- 13. Construction NTP to Substantial Completion 24 weeks
Subtotal for Bid & Construction Phase Services: 34 weeks
Total for Design and Construction Phase 51 weeks

PROPOSED VRL TEAM PROFESSIONAL FEE: Refer to Attachment 1 and Attachment 2

Again, VRL and our professional engineers greatly appreciate this opportunity to serve your best interest. We will be glad to timely answer any of your questions. Lastly, we are ready and willing to serve upon notification.

Sincerely,
VRL Architects, Inc.


Stephen F. Lazar, A.I.A.

Enclosure: Proposed Team Professional Fee:

ATTACHMENT 1

PROPOSED VRL TEAM PROFESSIONAL FEE:

VRL Architects

Providing overall Project Management, Master Planning and Architecture

Task 1: Overall Project Management	\$ 4,000
Task 2: Master Planning including review meetings to obtain user approval	\$ 8,500
Task 3: Master Plan Graphics and Formal Presentation	\$ 2,000
Task 3: Phase 1 Gun Range Structures: Architecture	\$12,400
Task 4: Reimbursable Allowance for Reprographics, Etc. (estimate)	\$ 750
Sub-Total of VRL Fee:	\$27,650

Gillette and Associates

Providing site Due-Diligence, Master Planning and Site Civil Engineering

Task 1: Due-Diligence and Overall Master Planning	\$ 4,500
Task 2: Phase 1 Gun Range – Site Engineering Design	\$15,500
Task 3: Phase 1 Gun Range – Well and Septic Design	\$ 2,300
Task 4: Phase 1 Gun Range – Permitting	\$ 3,700
Task 5: Phase 1 Gun Range – Drought Study and Fire Protection	\$ 5,500
Task 6: Phase 1 Gun Range – Project Administration	\$ 3,000
Task 7: Reimbursable Allowance for Reprographics, Etc. (estimate)	\$ 750
Sub-total of G&A Fee:	\$35,250

Eco Design and Consulting

Providing Site Landscaping and Irrigation

Task 1: Phase 1 Site Landscaping and Irrigation Design Documents	\$ 4,100
--	----------

Atlantic Engineering Services

Providing Structural Engineering for Architectural Structures

Task1:Phase 1 Gun Range Structures	\$ 2,400
------------------------------------	----------

M.V. Cummings Engineers

Providing Site Electrical Engineering for Roadway, Parking and Gun Range

Task1: Phase 1 Site Electrical Engineering	\$ 6,000
--	----------

Total Mater Planning and Phase 1 Fee: \$ 75,400

ATTACHMENT 2

**VRL Architects, Inc
Hourly Rates for VRL Additional Services**

Principal	\$ 159.50
Project Manager	\$ 134.75
Design Architect	\$ 118.25
Design/CAD Technician	\$ 88.00
Field Inspector / Specifications	\$ 134.75
Clerical	\$ 55.00

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
---------------------------------------	-------------

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 – Project Specific Form	\$1,000,000
OR	
Each Occurrence/Annual Aggregate – Non Project Specific Form	\$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 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 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.