CONTRACT APPROVAL FORM

(Contract Management Use only)

CONTRACT
TRACKING NO.

Name: Geo One Tech, LLC (dba GOT, LLC)			CM2	2873	
			3	32258	
rtai ess.	City	State		Zip	
Contractor's Administrator Name: Ritu Gupta	T	itle: Chief Op	erating C	Officer	
Tel#:(904) 730-9360 Fax:					
CONTRACT I		N			
Contract Name: Professional Services		Contrac	t Value: N7	TE \$10,000.00)
Brief Description: Professional Services on an "as needed" at \$150.00 an hour for facilit improvement and/or re-engineering/re-design initiatives as they relate				cess analysis, process	
Contract Dates : From: 6/29/20 to: 6/28/21 Status	: X New _	Renew	Amend#	WA/Task Order	
How Procured: Sole Source Single Source ITB					
If Processing an Amendment:					
Contract #: Increase Amount of Existing C	Contract:				
New Contract Dates: to TOTAL	OR AMENDM	IENT AMOUN	Т:		
APPROVALS PURSUANT TO NASSAU CO	OUNTY PURCH	IASING POLI	CY, SECTI	ON 6	-
1. Mul 4/22/20	2	OMB/Contract Management			
Department Head Signature Dat	e	Submitting Department			
2. Sohne 10/22/2	0	01250515-531000			
Contract Management Dat	e	Funding	Source/Acc	t #	
3. Office of Management & Budget Dat	20				
4. County Attorney (approved as to form only) Dat	5 <i>U</i> e				
Comments:					
COUNTY MANAGER-FIN	AL SIGNATUR	RE APPROVA			
If I'm flill		924	-		
Michael Mullin		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

PROFESSIONAL SERVICE CONTRACT FOR NASSAU COUNTY, FLORIDA

THIS AGREEMENT made and entered into this <u>as</u> day of <u>and the made and entered into this as</u> day of <u>and the made and entered into this as</u> day of <u>and the made and entered into this as</u> day of <u>and the made and entered into this as</u> day of <u>and the made and entered into this as</u> day of <u>and the made and entered into this as</u> day of <u>and the made and entered into this as</u> day of <u>and the made and entered into this as</u> day of <u>and the made and entered into this as</u> day of <u>and the made and entered into this as</u> day of <u>and the made and entered into this as</u> day of <u>and the made and entered into this as</u> day of <u>and the made and entered into this as</u> day of <u>and the made and entered into this as a factor of the made and entered into this <u>as</u> day of <u>and the made and entered into this as a factor of the made and entered into this <u>as</u> day of <u>and the made and entered into this as a factor of the made and entered into this <u>as</u> day of <u>and the made and entered into this as a factor of the made and entered into this <u>as</u> day of <u>and the made and entered into this as a factor of the made and entered into this <u>as a factor of the made and the made and entered into this <u>as a factor of the made and entered into this as a factor of the made and entered into this <u>as a factor of the made and the made and entered into this <u>as a factor of the made and entered into this <u>as a factor of the made and the made and entered into this <u>as a factor of the made and th</u></u></u></u></u></u></u></u></u></u></u>

WHEREAS, the County desires to obtain professional services on an "as needed" for facilitation, technical assistance, and guidance related to business process analysis, process improvement and/or re-engineering/re-design initiatives as they relate to the Capital Projects Program Management (CPPM) Services; 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 Office of Management and Budget (OMB) Director or her designee relative to County 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 Office of Management and Budget (OMB) to act on the County's behalf with respect to the Scope of Services. The Director of OMB, 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 \$150, 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 OMB, 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, 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:

- 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 2

Yulee, Florida 32097

904-530-6040

Fax: 904-321-2658

sjohns@nassaucountyfl.com

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

CONSULTANT:

Ritu Gupta

Geo One Tech, LLC dba GOT, LLC 5357 Winrose Falls Drive Jacksonville, FL 32258 (734) 808-1066 ritu@geoonetech.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.

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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

Its: Designee

Geo One Tech, LLC. dba

GOT, LLC

Date: 06/23/2020

PROFESSIONAL SERVICE CONTRACT FOR NASSAU COUNTY, FLORIDA ATTACHMENT A

SCOPE OF SERVICES

This Exhibit is an integral part of the Agreement with Geo One Tech LLC (CONSULTANT) for its services to the Nassau County Office of Management and Budget (OMB) Department (COUNTY).

2.1. SCOPE OF SERVICES

A. PROJECT OBJECTIVE

The primary objective of this work effort is to provide quality control and assurance consultancy and assistance to the County as they commence a process re-engineering initiative for their Capital Projects Program Management (CPPM) Process Area with the long-term intention to transition the CPPM processes and staffing to an internal County Department.

B. PROJECT SERVICES

The **CONSULTANT** is required to provide professional quality assurance and control related technical assistance to the Nassau County Office of Management and Budget Staff and in the performance of all of 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. 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. APPROACH

A. Phase 1: QA/QC Deliverable Review

The consultant will provide technical assistance and guidance in the review of each deliverable of each project task of Phase 1 of the Capital Projects Program Management (CPPM) initiative including, but not necessarily limited to:

- **1.** A thorough evaluation of, and recommendations for, modifications to the final project charter identifying the scope, project plan, goals and objectives.
- 2. Technical review of process documentation, procedures, requirements and

identification of process variability (i.e. gaps, bottlenecks), as applicable, for each department's capital improvement process(es) delivered as the current understanding of the CPPM process.

- **3.** Identification of opportunities or considerations, implementation strategies, and general recommendations on appropriate changes that should be made to the current CPPM process baseline, proposed functional responsibilities of staff, and recommendations on process improvements and/or revisions.
- **4.** Technical assessment of proposed options for providing enhanced CPPM services and specialized technical services for the future process state as they relate to the required process improvements.
- 5. Effective coordination with staff.

B. Phase 1: Summary of Findings Reports

With the analysis and review of items discussed in 2.2.A, the consultant shall develop a comprehensive summary of findings for the County to review in a format ready for dissemination.

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

Written documents, comments and revisions in accordance with Tasks 2.2.A and 2.2.B.

2.5. PROJECT COST

Technical consultancy and assistance in quality control and assurance services of Phase 1 of the CPPM initiative for the Office of Management and Budget at Nassau County shall be invoiced at an hourly rate of \$150.00. This includes all associated technical consulting, development and administrative fees associated with the submission of all deliverables identified above.

2.6. 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.

2.7. REVISION HISTORY

Version	Date	Changed By	Description
1.0	06/17/2020	Ritu Gupta	Original Document
1.1	06/18/2020	Ritu Gupta	Addition of Section 2.5

EXHIBIT "1"

GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS

COMMERCIAL GENERAL LIABILITY INSURANCE

The Contractor/Vendor shall purchase and maintain at the Contractor/Vendor's expense Commercial General Liability insurance coverage (ISO or comparable Occurrence Form) for the life of this Contract. Modified Occurrence or Claims Made forms are not acceptable.

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

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Fire Damage Limit (any one fire)	\$ 300,000
Medical Expense Limit (any one person)	\$ 10,000
Products & Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit (other than Products &	
Completed Operations) Applies Per Project	\$2,000,000

General liability coverage shall continue to apply to "bodily injury" and to "property damage" occurring after all work on the Site of the covered operations to be performed by or on behalf of the additional insureds has been completed and shall continue after that portion of "your work" out of which the injury or damage arises has been put to its intended use.

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

The Contractor/Vendor shall purchase and maintain at the Contractor/Vendor's expense Workers' Compensation and Employer's Liability insurance coverage for the life of this Contract.

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

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

Part Two - Employer's Liability Insurance

Bodily Injury By Accident\$500,000 Each AccidentBodily Injury By Disease\$500,000 Policy LimitBodily Injury By Disease\$500,000 Each Employee

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.

^{*}If leased employees are used, policy must include an Alternate Employer's Endorsement

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.

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