

C6-20-177

CONTRACT APPROVAL FORM

(Contract Management Use only)

CONTRACT TRACKING NO.
CM2987

CONTRACTOR INFORMATION

Name: Barth Associates, LLC

Address: 10030 SW 52nd Road Gainesville FL 32608

City State Zip

Contractor's Administrator Name: David Barth, PhD Title: _____

Tel#: (561) 308-9937 Fax: _____ Email: david@barthassoc.com

CONTRACT INFORMATION

Contract Name: Professional Service Agreement for NC, Florida Contract Value: NTE \$175,000.00

Brief Description: Professional services agreement to develop a plan to enhance the American Beach Cultural Heritage Experience

Contract Dates : From: Execution to: 12/31/21 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>Thad Crowe</u>	4/1/2021	PEO
Department Head Signature	Date	Submitting Department
2. <u>[Signature]</u>	4/1/2021	<small>0424/515 531025 (S30K); 41152972 531000 (\$17.5K); 37523552 531000 LCPRJ (\$127.5K plus reimb/allocs)</small>
Procurement	Date	Funding Source/Acct #
3. <u>Megan Diel</u>	4/1/2021	
Office of Management & Budget	Date	
4. <u>Michael S. Mullin</u>	4/1/2021	
County Attorney/Contract Management	Date	

Comments: _____

COUNTY MANAGER – FINAL SIGNATURE APPROVAL

Taco E. Pope AICP 4/1/2021

Taco Pope Date

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

Original: Clerk's Services; Contractor (original or certified copy)

Copy: Department Procurement
Office of Management & Budget
County Attorney/Contract Management
Clerk Finance

PROFESSIONAL SERVICE AGREEMENT
FOR NASSAU COUNTY, FLORIDA

THIS AGREEMENT made and entered into this 5th day of April 2021, 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 **Barth Associates, LLC** located at 10030 SW 52nd Road, Gainesville, Florida 32608, hereinafter referred to as "Consultant":

WHEREAS, County desires to obtain professional services to develop a plan to enhance the American Beach Cultural Heritage Experience; 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, 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.

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

ARTICLE 1 - EMPLOYMENT OF CONSULTANT

County hereby agrees to engage the 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.

ARTICLE 3 - COUNTY'S RESPONSIBILITY

Except as provided in the *Scope of Services*, County's responsibilities are to furnish

required information, services, render approvals and decisions as necessary for the orderly progress of Consultant's services. County hereby designates PEO to act on 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 begin upon full execution and end December 31, 2021. The performance period of this Agreement may be extended upon mutual agreement between both parties. Any agreement or amendment to the Agreement shall be subject to fund availability and mutual written agreement between County and Consultant.

ARTICLE 5 - COMPENSATION

5.1 Consultant shall be compensated on an hourly basis in accordance with the Fee Schedule outlined in Attachment "A" with a total sum not to exceed one-hundred seventy-five thousand dollars (\$175,000.00), plus reimbursable expenses in accordance with §112.061, Florida Statutes.

5.2 Consultant shall prepare and submit to the Director of PEO, for approval, a monthly invoice for the services rendered under this Agreement. The invoice shall reflect the Fee Schedule set forth in Attachment "A", including reimbursable expenses. Invoices for services shall be paid within forty-five (45) days, in accordance with the Florida Prompt Payment Act. County reserves the right to withhold payment to Consultant for failure to perform the work in accordance with the provisions of this Agreement, and 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 County, re-perform services which fail to satisfy the foregoing standard of care.

ARTICLE 7 – DOCUMENTS

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

- 7.1 This Agreement;
- 7.2 The *Scope of Services* attached hereto as Attachment “A”;
- 7.3 General Information and Minimum Insurance Requirements attached hereto as Exhibit “1”; and
- 7.4 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 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 Consultant and other persons employed or utilized by Consultant, in the performance of the Agreement.

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. County shall have no right to supervise the methods used, but County shall have the right to observe such performance. Consultant shall work closely with County in performing services under this Agreement.

ARTICLE 11 – EXTENT OF AGREEMENT

11.1 This Agreement represents the entire and integrated agreement between 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

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", attached hereto.

ARTICLE 14 – ACCESS TO PREMISES

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 County for

convenience, upon thirty (30) days written notice to Consultant. In such event, Consultant shall be paid its compensation for services performed prior to the termination date.

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

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:

County is a public agency subject to Chapter 119, Florida Statutes. IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6010, records@nassaucountyfl.com, 96135 NASSAU PLACE, YULEE, FLORIDA 32097.

Under this Agreement, to the extent that Consultant is providing services to County, and pursuant to section 119.0701, Florida Statutes, 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 Agreement term and following completion of the Agreement if 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 Consultant or keep and maintain public records required by the public agency to perform the service. If Consultant transfers all public records to the public agency upon completion of the Agreement, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the Agreement, 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

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

Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for 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 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 County upon

completion for its use and distribution as may be deemed appropriate by County.

ARTICLE 22 - FUNDING

Funding for this Agreement shall be allocated as follows:

1. Planning and Economic Opportunity's Budget: \$30,000.00; and
2. Recreational Impact Fees: \$17,500.00; and
3. Tourist Development Tax Fund: \$127,500.00 and any reimbursable expenses in accordance with §112.061, Florida Statutes. Said amounts, pursuant to Ordinance 88-31, as amended, shall be funded from the 10% of the Amelia Island Tourist Development Council advertising budget set aside to work with local groups and organizations on meritorious projects which will directly benefit the visitor industry and attract group business.

This Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by County 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 Planning and Economic Opportunity
96161 Nassau Place
Yulee, Florida 32097
904-530-6300
tcrowe@nassaucountyfl.com

With a copy to the County Attorney at:

96135 Nassau Place, Suite 6
Yulee, Florida 32097
904-530-6100

contracts@nassaucountyfl.com

With a copy to the Office of Management & Budget at:

96135 Nassau Place, Suite 2

Yulee, Florida 32097

904-530-6010

tpoore@nassaucountyfl.com

CONSULTANT:

David Barth, PhD, AICP, PLA, CPRP

Barth Associates, LLC

10030 SW 52nd Road

Gainesville, FL 32608

(561) 308-9937

david@barthassoc.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.

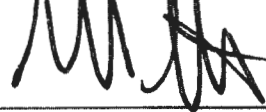
ARTICLE 24 - DISPUTE RESOLUTION

24.1 County may utilize this section, at their discretion, as to disputes regarding Agreement interpretation. County may send a written communication to Consultant by email, overnight mail, UPS, FedEx, or certified mail. The written notification shall set forth County's interpretation of the Agreement. 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 Consultant. Consultant should have a representative, at the meeting that can render a decision on behalf of Consultant.

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

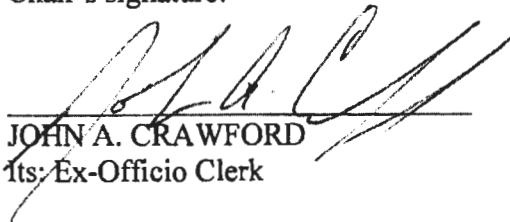
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

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



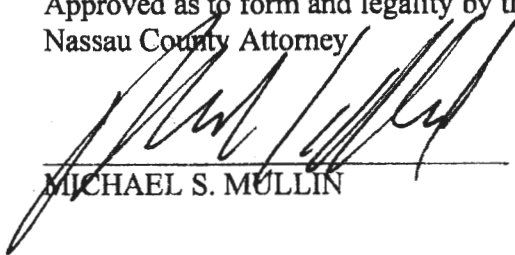
THOMAS R. FORD
Its: Chairman

Attest as to authenticity of the
Chair's signature:



JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form and legality by the
Nassau County Attorney



MICHAEL S. MULLIN

BARTH ASSOCIATES, LLC

David Barth, PhD

By: David Barth, PhD

Its: Principal

Attachment A



March 4, 2021

Thad Crowe, AICP
Planning Director, Nassau County Planning and Economic Opportunity
96161 Nassau Place, Yulee, FL 32097

Re: American Beach Cultural Heritage Experience Enhancement Initiative

Dear Thad,

Barth Associates (BA) is pleased to submit the following proposal to develop a plan to enhance the American Beach Cultural Heritage Experience, focused on improvements to public beaches, trails, parks, natural areas, and other public spaces. Following is our proposed Project Team, Scope of Services, Fee Schedule, and Timeline.

PROJECT TEAM:

NASSAU COUNTY:

Taco Pope, County Manager
Gil Langley, AICVB President and CEO
Thad Crowe, Planning and Economic Opportunity Director, Project Manager
Robert Companion, County Engineer
Holly Coyle, Project Planner
Abigail Weiss, Project Planner
Tyler Blair, Senior Transportation Engineer
Katie Peay, Senior Stormwater Engineer
Jeff Dawson, Dawson and Associates, Branding and Wayfinding
Steve Spratt, FGUA System Manager, Utility Liaison

BARTH ASSOCIATES (including Subconsultants):

David Barth, Principal Planner, Project Manager
Ennis Davis, Alfred Benesch & Company, Historical and Cultural Planner, Architect/ Urban Designer
Carlos Perez, Perez Planning + Design, Public Realm/ Transportation Planner, Urban Designer
ArtRepublic, Public Art Consultant

SCOPE OF SERVICES:

BA will provide the following services, as directed by the County's Project Manager. Specific tasks may be modified, deleted, or added throughout the project, as mutually agreed-upon by BA and the County.

1. **Staff Kick-off Meeting:** BA shall facilitate a virtual kick-off meeting with County staff to discuss the project scope, schedule, expectations, and logistics.

2. **Project Management Support + Coordination:** BA will coordinate our work with the County's Project Manager. BA will also monitor the project schedule as it relates to the scope contained herein and provide timely invoicing and reporting of project progress. BA will hold regular bi-weekly conference calls with County staff to review progress, present information, receive direction, and recommend direction for the remaining portions of the project.
3. **Review of Previous Studies:** The County shall provide BA with a link or copies of previous planning studies, public meeting minutes, maps, and other data related to the project. Studies and data may include but not be limited to:
 - study boundaries
 - land use
 - zoning
 - sites of significance
 - history and culture
 - population and demographics
 - previous studies
4. **Community Kick-off Event:** BA shall facilitate an on-site Kick-off Workshop with American Beach (AB) residents and stakeholders, including an overview of the project purpose and scope; conversations with residents about community values, goals, and desired future conditions for the community; and a walking tour to discuss existing conditions and issues. The County shall be responsible for all workshop logistics including meeting space and chairs; easels and boards; audio-visual equipment; accommodations for disabled participants; and refreshments, if desired.
5. **Community Needs and Desires:** In addition to the walking tour and discussions at the Kick-off event, BA shall also conduct the following meetings and workshops to better understand the community's desires and needs:
 - Up to 24 telephone interviews or virtual meetings workshops (to be organized and scheduled by the County)
 - Up to 2 Advisory Committee workshops (to be organized and scheduled by the County)
 - Up to 2 in-person or virtual public listening sessions (to be organized and scheduled by the County)
 - An on-line or mail survey of community residents (including out-of-state property owners), to be conducted by the County
6. **Existing Public Realm Analysis:** BA shall map and analyze the existing public realm in American Beach to identify opportunities to enhance the Cultural Heritage Experience, based on data provided by the County. The analysis shall include:
 - Historical and cultural sites
 - Existing and potential local, state, and federal parks
 - Existing and proposed conservation areas
 - Streets, sidewalks, and trails
 - Beaches

- Public art
- Above-ground utilities
- Tree canopy

- 7. Long-Range Vision:** BA shall develop a long-range vision to enhance the American Beach Cultural Heritage Experience, including:
 - Guiding principles, trends, and best practices
 - Vision text, maps, and up to 16 illustrations or photographs
 - An Executive Summary brochure
- 8. County Review:** The County shall review the draft long-range vision, and provide comments to BA. BA shall revise the draft vision based on County comments.
- 9. Community Feedback:** BA shall present the revised vision to the following groups, as directed by the County, for review and comment. Presentations shall be conducted virtually or in-person:
 - Advisory Committee
 - Residents and general public
 - Board of County Commissioners

Following the presentation, BA shall revise the draft vision as directed by the County.

- 10. Proposed Capital Improvements, Programs and Estimated Costs:** BA shall prepare an "Order-of-Magnitude" estimate of costs to implement the vision, based on available data and experience with similar projects (note: The County may need to conduct further studies of proposed projects in order to obtain more precise estimates for budgeting).
- 11. Implementation Strategies:** BA will facilitate an implementation workshop with County staff to determine alternative implementation strategies for proposed capital improvements, programs, and other initiatives. Following the workshop, BA will develop a draft Ten-Year Implementation Plan for the County's review and approval.
- 12. American Beach Cultural Heritage Experience Enhancement Plan:** BA will prepare a draft plan summarizing the proposed enhancement recommendations and actions from the tasks above, and submit to County staff for review. BA shall revise the plan as directed by the County.
- 13. Presentations:** BA shall present the final plan to the following groups, as directed by the County, for approval and adoption. Presentations shall be conducted virtually or in-person:
 - Advisory Committee
 - Residents and general public
 - Board of County Commissioners
- 14. Final Plan:** Following the presentations, BA shall revise the plan if necessary, and submit a final digital copy of the plan to the County.

FEE SCHEDULE:

BA will provide the services outlined above on an hourly basis in accordance with the following hourly rate schedule:

Principal	\$195/ hr.
Senior Landscape Architect/ Urban Designer	\$150/ hr.
Public Art Consultant	\$150 /hr.
Landscape/ Urban Designer	\$100/ hr.
Graphic Designer	\$75/ hr.
Administrative Assistant	\$50/ hr.

Direct expenses (such as mileage, hotel, meals and printing) are not included in the hourly rates, and shall be billed at cost in addition to the hourly fees. Total fees, including direct expenses, shall not exceed one hundred seventy-five thousand dollars (\$175,000) without the written consent of the County.

If requested by the County, BA shall provide additional services on either a lump sum or hourly basis, as mutually agreed upon by the County and BA. Additional service may include, but not be limited to:

- Additional meetings, workshops, or presentations
- Additional site plans, sketches, and/or illustrations
- Other services not specified in the Scope of Services outlined above

TIMELINE:

BA, in consultation with the County, shall perform its work in such a manner as to comply with an agreed-upon schedule. It is anticipated that the County will authorize BA to proceed with the project by mid-March 2021, and that the plan will be completed by mid-November 2021.

We look forward to working with you on this very exciting project, and appreciate the opportunity to continue serving Nassau County.



David Barth PhD, Principal

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.

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
Products & Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit (other than Products & Completed Operations)	\$2,000,000

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

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

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

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

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

Part Two – Employer's Liability Insurance

Bodily Injury By Accident	\$100,000 Each Accident
Bodily Injury By Disease	\$500,000 Policy Limit
Bodily Injury By Disease	\$100,000 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
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Covered Automobiles shall include any auto owned or operated by the insured Contractor/Vendor, insured Sub-Contractor/Vendor including autos which are leased, hired, rented or borrowed, including autos owned by their employees which are used in connection with the business of the respective Contractor/Vendor or Sub-Contractor/Vendor.

PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)

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

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

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

Each Occurrence or Claim/Annual Aggregate	\$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.

Contractor/Vendor shall require each of his Sub-Contractor/Vendors to likewise purchase and maintain at their expense Commercial General Liability insurance, Workers' Compensation and Employer's Liability coverage, Automobile Liability insurance and Professional Liability (as applicable) insurance coverage meeting the same limit and requirements as the Contractor/Vendors insurance.

Certificates of Insurance acceptable to Nassau County Board of County Commissioners for the Contractor/Vendor's insurance must be received within 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 policy (ies).

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).

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

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

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

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

All 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.

Certificate Of Completion

Envelope Id: E2C8821C3C734B0F8AABEBC799578B97

Subject: Please DocuSign: Barth Associates, LLC.pdf

Source Envelope:

Document Pages: 18

Certificate Pages: 6

AutoNav: Enabled

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acarter@nassaucountyfl.com

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Signer Events

David Barth, PhD

david@barthassoc.com

Principal

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David Barth, PhD

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Amber Carter

acarter@nassaucountyfl.com

Nassau County BOCC

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Amy Bell

abell@nassaucountyfl.com

Administrative Manager

Nassau County BOCC

Security Level: Email, Account Authentication
(None)

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Brenda Linville

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Nassau County Clerk

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
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David Barth, PhD

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Principal

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Accepted: 4/7/2021 4:26:01 PM
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Heather Nazworth

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(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Holly Coyle

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Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Laurie Goltry

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Nassau County BOCC

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Melissa Lucey

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Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Peggy Snyder

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Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Thad Crowe

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Nassau County BOCC

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Tina Barnett

tbarnett@nassauclerk.com

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Witness Events

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Timestamp

Notary Events

Signature

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Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

4/7/2021 3:51:23 PM

Certified Delivered

Security Checked

4/7/2021 4:26:01 PM

Signing Complete

Security Checked

4/7/2021 4:26:49 PM

Completed

Security Checked

4/7/2021 4:26:53 PM

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Status

Timestamps

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