

CS-00-190

CONTRACT APPROVAL FORM

(Contract Management Use only)
CONTRACT TRACKING NO.
CM2986

CONTRACTOR INFORMATION

Name: Neptune Fire Protection Engineering, LLC

Address: 1502 Roberts Drive, Jacksonville Beach, FL 32250

City State Zip

Contractor's Administrator Name: Allen Andone Title: Senior Fire Protection Engineer

Tel#: (904) 728-0261 Fax: _____ Email: allen@neptunefpe.com

CONTRACT INFORMATION

Contract Name: NCFR Water Needs Survey Contract Value: NTE \$27,580.00

Brief Description: Assess needs for water supply to support fire-rescue operations across the County

Contract Dates : From: Execution to: 120 days Status: New Renew Amend# WA/Task Order



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

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.		3/11/2021	Fire-Rescue
	Department Head Signature	Date	Submitting Department
2.		3/11/2021	04223522-531000
	Procurement	Date	Funding Source/Acct #
3.	<u>Megan Diehl</u>	3/12/2021	
	Office of Management & Budget	Date	
4.	<u>Michael S. Mullin</u>	3/12/2021	
	County Attorney/Contract Management	Date	

Comments: _____

COUNTY MANAGER - FINAL SIGNATURE APPROVAL

Taco E. Pope, AICP 3/12/2021
Taco E. Pope, AICP 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

CONTRACT FOR FIRE-RESCUE WATER SUPPLY NEEDS SURVEY AND ASSESSMENT

THIS CONTRACT entered into this 11th day of March, 2021, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as the "County", and **NEPTUNE FIRE PROTECTION ENGINEERING LLC**, located at 1502 Roberts Drive, Jacksonville, Florida 32250, hereinafter referred to as the "Vendor".

WHEREAS, the County received sealed bids for the water supply needs survey and assessment, Bid No. NC21-001, on February 25, 2021 at 10:00 a.m.; and

WHEREAS, County staff has determined that the deliverables set forth in the *Technical Specifications* attached hereto and incorporated herein as Attachment "A" are essential for planning purposes; and

WHEREAS, Nassau County Fire Rescue determined that the Vendor was the lowest, most responsive and responsible bidder for the bid items as set forth in Attachment "B" and made a part hereof; and

NOW, THEREFORE, in consideration of the terms and conditions herein set forth, the County and the Vendor agree as follows:

SECTION 1. Description of Services to be Provided

The County does hereby retain the Vendor to provide services as further described in the *Technical Specifications* and all applicable issued addenda attached hereto as Attachment "A" and made a part hereof. This Contract standing alone does not authorize the performance of any work or require the County to place any orders for work.

SECTION 2. Receiving/Payment/Invoicing

No payment will be made for services rendered without proper County authorization and approval. The County shall pay the Vendor within forty-five (45) calendar days of receipt of invoice, pursuant to and in accordance with the promulgations set forth by the State of Florida's Prompt Payment Act. (Florida Statutes Section 218.70). Payment shall not be made until deliverables have been received and accepted by the County. Payment will be accomplished by submission of an invoice, with the Contract number referenced thereon and mailed to the address provided by Nassau County Fire Rescue. Payment in advance of receipt of services by the County cannot be made.

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The invoice submitted shall be in sufficient detail as to item, quantity and price in order for the County to verify compliance with the awarded bid.

SECTION 3. Acceptance of Services

Receipt of services shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the services meet bid specifications and conditions. Should the quantity and/or quality differ in any respect from specifications, payment will be withheld until such time as the Vendor takes necessary corrective action. If the proposed corrective action is not acceptable to the County, the County Manager's Office may authorize the recipient to refuse final acceptance of the quantity and/or quality received. Should a representative of the County agree to accept the services on condition that the Vendor will correct their performance within a stipulated time period, then payment will be withheld until said corrections are made.

SECTION 4. Firm Prices

Prices for deliverables covered in the *Technical Specifications* (Attachment "A") shall remain firm as set forth in Attachment "B". No additional fees or charges shall be accepted.

SECTION 5. Fund Availability

This Contract is deemed effective only to the extent that appropriations are available. Pursuant to Florida Statutes all appropriations lapse at the end of the Fiscal Year. Multi-year awards may be adequately funded but the County reserves the right not to appropriate for an ongoing procurement if it is deemed in its best interest.

SECTION 6. Permits/Licenses/Fees

Any permits, licenses or fees required for the services will be the responsibility of the Vendor unless otherwise stated.

SECTION 7. Taxes

The County is tax exempt. As such, the County will not pay any Federal Excise or State of Florida Sales Tax. The Vendor will refrain from including taxes in any billing.

SECTION 8. Laws Governing this Contract

This Contract shall be consistent with, and be governed by, the Ordinances of Nassau County, the whole laws and rules of the State of Florida, both procedural and substantive, and applicable federal statutes, rules and regulations. Any and all litigation arising under this Contract

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shall be brought in Nassau County, Florida. Any mediation, pursuant to litigation, shall occur in Nassau County, Florida.

SECTION 9. Changes

The County reserves the right to order, in writing, changes in the work within the scope of the Contract, such as change in quantity or delivery schedule. The Vendor has the right to request an equitable price adjustment in cases where changes to the Contract under the authority of this clause result in increased costs to the Vendor.

SECTION 10. Modifications

In addition to modifications made under the changes clause, this Contract may be modified within the scope of the Contract upon the written and mutual consent of both parties, and approval by appropriate legal authority in the County.

SECTION 11. Assignment & Subcontracting

The Vendor will not be permitted to assign its Contract with the County, or to subcontract any of the work requirements to be performed without obtaining prior written approval by the County.

SECTION 12. Severability

If any section, subsection, sentence, clause, phrase, or portion of this Contract is, for any reason, held invalid, unconstitutional, or unenforceable by any Court of Competent Jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 13. Termination for Default

The performance of the Contract may be terminated by the County in accordance with this clause, in whole or in part, in writing, whenever the County shall determine that the Vendor has failed to meet the requirements as outlined in this Contract.

SECTION 14. Termination for Convenience

The County reserves the right to terminate the Contract in whole or part by giving the Vendor written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of written notice of termination from the County, the Vendor shall only provide those services specifically approved or directed by the County. All other rights and duties of the parties under the Contract shall continue during such notice period, and the County shall continue to be

responsible to the Vendor for the payment of any obligations to the extent such responsibility has not been excused by breach or default of the Vendor.

SECTION 15. Force Majeure

Neither party of this Contract shall be liable to the other for any cost or damages if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not restricted to, acts of nature, fires, quarantine restriction, strikes and freight embargoes. In all cases, the failure to perform must be totally beyond the control and without any fault or negligence of the party.

SECTION 16. Access and Audits

The Vendor shall maintain adequate records to justify all charges, expenses, and costs incurred in providing the materials and/or services for at least three (3) years after completion of this Contract. The County and the Clerk of Courts shall have access to such books, records, and documents as required in this Section for the purpose of inspection or audit during normal business hours, at the County's or the Clerk's cost, upon five (5) days' written notice.

SECTION 17. Vendor Responsibilities

The Vendor will provide the services agreed upon in a timely and professional manner in accordance with specifications.

SECTION 18. Public Emergencies

The Vendor shall agree before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of nature that the County shall require a "First Priority" for services. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety, as determined by the County. The Vendor agrees to provide all services to the County or governmental entities on a "First Priority" basis. The County expects to pay a fair and reasonable price for all services rendered or contracted in the event of a disaster, emergency, hurricane, tornado or other acts of nature.

SECTION 19. Period of Contract/Option to Extend or Renew

This Contract shall begin on the date of execution and terminate one-hundred twenty (120) calendar days from that date. The performance period of this Contract may be extended upon mutual written agreement between the Vendor and the County with no change in terms or conditions. Any extensions shall be signed and approved by both parties sixty (60) calendar days

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prior to expiration. Any Contract or amendment to the Contract shall be subject to fund availability and mutual written agreement between the County and the Vendor.

SECTION 20. Probationary Period

The first ninety (90) calendar days of this Contract are to be considered a "probationary" period. At the County's election, this Contract may be terminated, based on the performance of the Vendor, and a new award be granted.

SECTION 21. Supervision

The Vendor shall act as an independent vendor and not as an employee of the County. The County shall not exercise any supervision or control over the Vendor's employees performing services under this Contract. Such employees shall be accountable not to the County, but solely to the Vendor, who in turn is responsible to the County.

SECTION 22. Indemnification and Insurance

The Vendor shall indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of this Contract, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to loss to or destruction of tangible property, including loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the Vendor and/or Sub-vendor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

In any and all claims against the County or any of its agents or employees, by any employee of the Vendor, any Sub-vendor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Vendor or any Sub-vendor under Workers' Compensation acts, disability benefit acts, or other employee benefits act.

The Vendor shall, and at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage's, limits, including endorsements, as described in the General Information and Insurance Requirements, attached hereto as Exhibit "1". The requirements contained herein, as well as the County's review or acceptance of insurance maintained by the Vendor is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Vendor under the Contract.

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SECTION 23. Dispute Resolution

The County may utilize this section, at their discretion, as to disputes regarding Contract interpretation. The County may send a written communication to the Vendor by email, overnight mail, UPS, FedEx, or certified mail. The written notification shall set forth the County's interpretation of the Contract. A response shall be provided in the same manner prior to the initial meeting with the County Manager. This initial meeting shall take place no more than twenty (20) days from the written notification of the dispute addressed to the Vendor. The Vendor should have a representative, at the meeting that can render a decision on behalf of the Vendor.

If there is no satisfactory resolution as to the interpretation of the contract, the dispute may be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Vendor. The Vendor shall not stop work during the pendency of mediation or dispute resolution.

SECTION 24. Public Records

The County is a public agency subject to Chapter 119, Florida Statutes. IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, 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 the Vendor is providing services to the County, and pursuant to section 119.0701, Florida Statutes, the Vendor 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 Vendor does not transfer the records to the public agency.

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d. Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Vendor or keep and maintain public records required by the public agency to perform the service. If the Vendor transfers all public records to the public agency upon completion of the Contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Contract, the Vendor 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.

SECTION 25. Request for Records; Noncompliance

A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the Vendor of the request, and the Vendor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

If a Vendor does not comply with the public agency's request for records, the public agency shall enforce the Contract provisions in accordance with the Contract.

A Vendor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under §119.10, Florida Statutes.

SECTION 26. Civil Action

If a civil action is filed against the Vendor to compel production of public records relating to the Contract, the Court shall assess and award against the Vendor the reasonable costs of enforcement, including reasonable attorney fees if:

- (a) The Court determines that the Vendor unlawfully refused to comply with the public records request within a reasonable time; and
- (b) At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Vendor has not complied with the request, the public agency and to the Vendor.

A notice complies with subparagraph (b), if it is sent to the public agency's custodian of public records and to the Vendor at the Vendor's address listed on its Contract with the public agency or to the Vendor's registered agent. Such notices must be sent by common carrier delivery

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service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

A Vendor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

SECTION 27. Disclosure of Litigation, Investigations, Arbitration or Administrative Decisions

The Vendor, during the term of this Contract, or any extension, has a continual duty to properly disclose to the County Attorney, in writing, upon occurrence, all civil or criminal litigation, arbitration, mediation, or administrative proceeding involving the Vendor. If the existence of the proceeding causes the County concerns that the Vendor's ability or willingness to perform this contract is jeopardized, the Vendor may be required to provide the County with reasonable written assurance to demonstrate the Vendor can perform the terms and conditions of the Contract.

SECTION 28. Entire Agreement

The written terms and provisions of this Contract shall supersede all prior verbal statements of any official or other representative of the County. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or Contract Documents.

IN WITNESS WHEREOF, the parties have executed this Contract which shall be deemed an original on this day and year first above written.

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

Taco E. Pope, AICP
Taco E. Pope, AICP, County Manager
Its: Designee

**NEPTUNE FIRE PROTECTION
ENGINEERING LLC**

Stephen Kowkabany, PE
By: Stephen Kowkabany, PE
Its: President
Date: 3/15/2021

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**NASSAU COUNTY REQUEST FOR PROPOSALS
NC21-001 – FIRE-RESCUE WATER SUPPLY NEEDS SURVEY AND ASSESSMENT**

**ATTACHMENT “A”
TECHNICAL SPECIFICATIONS**

Nassau County, Florida is a rapidly transitioning coastal community located on the Atlantic Ocean within the greater Jacksonville Metropolitan area. As the population of the Jacksonville metro area expands, additional growth pressures have made their way into historically rural areas of the County. These rural communities and agriculture/silviculture lands are not currently served by public water and wastewater infrastructure.

According to the latest population estimates from the U.S. Census Bureau, Nassau County grew by 3.25% last year (2018-2019). For perspective, out of 3,141 counties in the United States, Nassau County ranked as the 40th fastest-growing county by percentage of growth for counties in the U.S. with a population over 10,000. This growth rate places Nassau County in the top 1.5% of all counties in the country. According to the US Census Bureau, within the State of Florida, Nassau County ranked as the 5th fastest growing county from 2018-2019 (by %). For counties in the State with a population over 80,000, Nassau County ranked 2nd fastest growing (as a percentage) second only to St. Johns County. Over the coming decade (2020-2030), the Florida Bureau of Economic and Business Research (BEBR) predicts Nassau County will be the seventh fastest growing county in the State of Florida (as a percentage) with a projected population expansion of 36.5% resulting in over 116,100 people calling Nassau County home by 2030.

Even so, population expansion is only part of the story. Along with more people comes additional development in the form of businesses, roads, schools and other improvements to support the increased population base. According to a joint study of the Florida Department of Agriculture and Consumer Services, University of Florida GeoPlan Center, and 1000 Friends of Florida, by 2070 roughly a third more of Northeast Florida's open spaces and agricultural lands will be urbanized and/or developed.

Growth trends indicate that additional development pressure will manifest in rural areas of the County that have very limited resources for water for firefighting purposes. Much of our service delivery area does not include municipal water supply infrastructure that is acceptable for fire protection. Currently, most water for firefighting is transported via tankers/tenders to an emergency scene, refill points are scarce, and distance is often a problem. As growth and development continue in our county, we will require a more adequate, permanent solution to this growing concern. In addition, as with most counties experiencing hyper-growth, the fiscal impacts of maintaining acceptable levels of service presents a significant challenge to local governments.

1. The goal of this project is to define at least three viable water supply alternatives, which will meet requirements of the Florida Fire Prevention Code 7th Edition and can be applied in a practical and fiscally responsible manner to mitigate risk. NFPA 1 and NFPA 1142 each contain areas of consideration for this project. Consideration of ISO requirements for water supply shall also be given in the provision of recommendations, as well as a cost benefit analysis and an approximate length of time to implement each alternative. The final report shall include a detail of each alternative recommendation outlining the positive and negative aspects of each, as well as an rough estimate of the cost of implementation and corresponding cost benefit analysis. The analysis and final report shall include benchmarking against other similarly situated counties in the State of Florida. The analysis related to peer counties shall include current policies and procedures for providing alternative water supply in rural areas, how the alternatives are implemented, any related cost analysis the peer counties have conducted, practicality for implementation in Nassau County and any other pertinent information that can be gleaned from the efforts of others.
2. While there are no items that are completely out of consideration, the following are possibilities that may be explored:

NASSAU COUNTY REQUEST FOR PROPOSALS
NC21-001 – FIRE-RESCUE WATER SUPPLY NEEDS SURVEY AND ASSESSMENT

- a. Additional tankers
 - i. How many
 - ii. Locations
 - b. Requiring extension of existing water systems on main roads (US-1, US-17, US-301, SR-121, SR-200, Lem Turner Road, etc.). It is important to note that Nassau County does NOT provide water and wastewater services, and JEA has the franchise rights to all of Nassau County west of the intercoastal waterway except for the areas served by the Town of Callahan and the Town of Hilliard.
 - c. Extension of requirements for developments to connect to existing water supplies.
 - d. Minimum sizes of structures required to include automatic fire sprinkler systems (single family dwellings >5,000 sq. ft., commercial structures >5,000 sq. ft., etc.).
 - e. How could this responsibility be shared between the County and builders of new developments?
 - f. How are similarly sized counties across Florida addressing this problem?
3. Deliverables:
- a. A final report including a minimum of 3 viable water supply alternatives with all attachments delivered in digital format.
 - b. Anticipated cost and implementation time frame for each alternative.
 - c. All background data and methodologies for analysis created or obtained to reach the conclusions and recommendations in the final report.
 - d. All GIS data and mapping utilized in its native format.
 - e. All data on peer counties utilized in benchmarking
4. The above items shall be delivered within 120 days of signing of the contract or as negotiated prior to contract signing for this service.

Note: Nassau County shall have ownership of all data and material produced as part of this assignment. Nassau County shall have the right to utilize the material in any manner it deems appropriate to further the public good. Nassau County shall not be required to obtain a license, agreement, or other similar mechanism to publish, amend, or otherwise utilize the data in the provided by the vendor in the future.

NASSAU COUNTY REQUEST FOR PROPOSALS
NC21-001 – FIRE-RESCUE WATER SUPPLY NEEDS SURVEY AND ASSESSMENT

Exhibit "1"
MINIMUM INSURANCE REQUIREMENTS

COMMERCIAL GENERAL LIABILITY INSURANCE

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

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

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

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

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

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

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

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

Part Two – Employer's Liability Insurance

Bodily Injury By Accident	\$500,000 Each Accident
Bodily Injury By Disease	\$500,000 Policy Limit
Bodily Injury By Disease	\$500,000 Each

Employee

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

AUTOMOBILE LIABILITY INSURANCE

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

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

Combined Single Limit – Each Accident	\$1,000,000
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Covered Automobiles shall include any auto owned or operated by the insured Contractor/Vendor, insured Sub-Contractor/Vendor including autos which are leased, hired, rented or borrowed, including autos owned by their employees which are used in connection with the business of the respective Contractor/Vendor or Sub-Contractor/Vendor.

NASSAU COUNTY REQUEST FOR PROPOSALS
NC21-001 – FIRE-RESCUE WATER SUPPLY NEEDS SURVEY AND ASSESSMENT

UMBRELLA LIABILITY INSURANCE

The Contractor/Vendor shall purchase and maintain at the Contractor/Vendor's expense Umbrella/Excess Liability (Umbrella Form) insurance coverage 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
Aggregate Limit	\$1,000,000

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, 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

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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.

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NC21-001 – FIRE-RESCUE WATER SUPPLY NEEDS SURVEY AND ASSESSMENT**

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: C223CB21EEC04B10A414BE5106A16B0B
 Subject: Please DocuSign: CM2986 - Neptune Fire Protection - NCFR Water Needs Survey
 Source Envelope:
 Document Pages: 16 Signatures: 7
 Certificate Pages: 6 Initials: 16
 AutoNav: Enabled
 EnvelopeId Stamping: Enabled
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed

Envelope Originator:
 Brian Simmons
 bsimmons@nassaucountyfl.com
 IP Address: 50.238.237.26

Record Tracking

Status: Original
 3/11/2021 11:44:06 AM
 Holder: Brian Simmons
 bsimmons@nassaucountyfl.com

Location: DocuSign

Signer Events

Constance Holmes
 cholmes@nassaucountyfl.com
 Fire Administration
 Nassau County Fire-Rescue
 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Brady Rigdon
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 Fire Chief
 Nassau County Fire-Rescue
 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Brian Simmons
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 Procurement Manager
 Nassau County BOCC
 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Megan Diehl
 mdiehl@nassaucountyfl.com
 OMB Director
 Nassau County BOCC
 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Signature

Completed

Using IP Address: 50.238.237.26



Signature Adoption: Uploaded Signature Image
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Signature Adoption: Uploaded Signature Image
 Using IP Address: 50.238.237.26

Megan Diehl

Signature Adoption: Pre-selected Style
 Using IP Address: 50.238.237.26

Timestamp

Sent: 3/11/2021 3:40:22 PM
 Viewed: 3/11/2021 3:40:51 PM
 Signed: 3/11/2021 3:44:00 PM

Sent: 3/11/2021 3:44:02 PM
 Viewed: 3/11/2021 3:44:45 PM
 Signed: 3/11/2021 3:46:06 PM

Sent: 3/11/2021 3:46:08 PM
 Viewed: 3/11/2021 3:46:44 PM
 Signed: 3/11/2021 3:46:52 PM

Sent: 3/11/2021 3:46:54 PM
 Viewed: 3/12/2021 10:03:28 AM
 Signed: 3/12/2021 10:17:41 AM

Signer Events

Michael S. Mullin
 mmullin@nassaucountyfl.com
 County Attorney
 Nassau County BOCC
 Security Level: Email, Account Authentication
 (None)

Signature

Michael S. Mullin

Signature Adoption: Pre-selected Style
 Using IP Address: 50.238.237.26

Timestamp

Sent: 3/12/2021 10:17:43 AM
 Viewed: 3/12/2021 11:06:16 AM
 Signed: 3/12/2021 11:06:29 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Taco E. Pope, AICP
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 County Manager
 Nassau County BOCC
 Security Level: Email, Account Authentication
 (None)

Taco E. Pope AICP

Signature Adoption: Pre-selected Style
 Using IP Address: 50.238.237.26
 Signed using mobile

Sent: 3/12/2021 11:06:31 AM
 Viewed: 3/12/2021 11:15:32 AM
 Signed: 3/12/2021 11:16:18 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Stephen Kowkabany, PE
 allen@neptunefpe.com
 President
 Security Level: Email, Account Authentication
 (None)

Stephen Kowkabany, PE

Signature Adoption: Pre-selected Style
 Using IP Address: 173.8.38.142

Sent: 3/12/2021 11:16:20 AM
 Viewed: 3/15/2021 11:55:55 AM
 Signed: 3/15/2021 11:57:40 AM

Electronic Record and Signature Disclosure:
 Accepted: 3/15/2021 11:55:55 AM
 ID: 2028f805-867a-4204-8ff4-9fa7631db576

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Clerk Admin
 ClerkServicesBOCC@nassaucountyfl.com
 Security Level: Email, Account Authentication
 (None)

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Electronic Record and Signature Disclosure:
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Constance Holmes
 cholmes@nassaucountyfl.com
 Fire Administration
 Nassau County Fire-Rescue
 Security Level: Email, Account Authentication
 (None)

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Electronic Record and Signature Disclosure:
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Carbon Copy Events

Amber Carter
 acarter@nassaucountyfl.com
 Nassau County BOCC
 Security Level: Email, Account Authentication
 (None)
Electronic Record and Signature Disclosure:
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Status

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Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent	Hashed/Encrypted	3/11/2021 3:40:22 PM
Certified Delivered	Security Checked	3/15/2021 11:55:55 AM
Signing Complete	Security Checked	3/15/2021 11:57:40 AM
Completed	Security Checked	3/15/2021 11:57:45 AM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

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