

CS-20-191

CONTRACT APPROVAL FORM

(Contract Management Use only)

CONTRACT TRACKING NO.

CM2980

CONTRACTOR INFORMATION

Name: James Moore Co., P.L.

Address: 121 Executive Circle, Daytona Beach, FL 32114
City State Zip

Contractor's Administrator Name: Zach Chalifour Title: Engagement Lead Partner

Tel#: (386) 589-4043 Fax: _____ Email: Zach.Chalifour@jmco.com

CONTRACT INFORMATION

Contract Name: Purchasing Policy Revision Contract Value: \$30,000.00

Brief Description: Revise 2009 Purchasing Policy, provide forms, training materials, etc. and assist w/ rollout

Contract Dates : From: Execution to: 60 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. | <u>[Signature]</u>
Department Head Signature | <u>3/12/2021</u>
Date | <u>Procurement</u>
Submitting Department |
| 2. | <u>[Signature]</u>
Procurement | <u>3/12/2021</u>
Date | <u>01135513-531000</u>
Funding Source/Acct # |
| 3. | <u>Megan Diehl</u>
Office of Management & Budget | <u>3/12/2021</u>
Date | |
| 4. | <u>Michael S. Mullin</u>
County Attorney/Contract Management | <u>3/17/2021</u>
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

PROFESSIONAL SERVICE AGREEMENT FOR PROCUREMENT POLICY MANUAL REVISIONS FOR NASSAU COUNTY, FLORIDA

THIS AGREEMENT made and entered into this 17th day of March 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 **JAMES MOORE & CO., P.L.**, located at 121 Executive Circle, Daytona Beach, Florida 32114-1180, hereinafter referred to as "Consultant":

WHEREAS, County staff desires to obtain professional services to assist in the revision of the County's Procurement Policy Manual (formerly known as the County's Purchasing Policy, dated April 2009); and

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

WHEREAS, Consultant desires to render certain professional services as described in the *Scope of Work*, and has the qualifications, experience, staff and resources to perform those services; and

WHEREAS, County, through a competitive selection process (RFP) conducted in accordance with the requirements of law and County policy, and based upon Consultant's assurance that it has the qualifications, staff, experience and resources, County has determined that it would be in the best interest of the County to award a contract to Consultant for the rendering of those services described in the *Scope of Work*.

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

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ARTICLE 1 - EMPLOYMENT OF CONSULTANT

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

ARTICLE 2 - SCOPE OF WORK

2.1 Consultant shall provide professional services in accordance with the *Scope of Work* set forth in Attachment "A", attached hereto and incorporated by reference.

ARTICLE 3 - COUNTY'S RESPONSIBILITY

Except as provided in the *Scope of Work*, 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 the Office of Management and Budget (OMB) to act on the County's behalf with respect to the *Scope of Work*. 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 begin upon complete execution and shall end sixty (60) calendar days thereafter. 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 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 County and Consultant.

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ARTICLE 5 - COMPENSATION

5.1 Consultant shall be compensated at the rate of \$30,000 for the contract period.

5.2 Consultant shall prepare and submit to the Director of OMB, for approval, an 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. All invoices shall be accompanied by a report/statement identifying the nature and progress of the work performed. The report/statement shall show a summary of fees with an accrual of the total fees billed and credits for portions paid previously. 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/statement is found to be unacceptable and will specify the reasons therefor.

5.3 All representation, indemnifications, warranties and guaranties made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, will survive final payment and termination or completion of this Agreement.

5.4 Final Invoice: In order for both parties herein to close their books and records, Consultant will clearly state "Final Invoice" on Consultant's final/last billing to County. This indicates that all services have been performed and all charges and costs have been invoiced to County and that there is no further work to be performed on the specific project.

ARTICLE 6 - STANDARD OF CARE

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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 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 Work* attached hereto as Attachment "A";
- 7.3 *General Information and Minimum Insurance Requirements* attached hereto as Attachment "B";
- 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 – TRUTH-IN-NEGOTIATION/PUBLIC ENTITY CRIMES AFFIDAVIT

Consultant certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The original contract price and any additions hereto shall be adjusted to exclude any significant sums by which County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs.

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

ARTICLE 10 - 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 11 - 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 12 – EXTENT OF AGREEMENT

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

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

ARTICLE 13 - COMPLIANCE WITH LAWS

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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 14 - 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", a copy of which is attached hereto and incorporated herein.

ARTICLE 15 – ACCESS TO PREMISES

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

ARTICLE 16 - TERMINATION OF AGREEMENT

16.1 Termination for Convenience: This Agreement may be terminated by County for convenience, upon thirty (30) days of written notice to Consultant. In such event, Consultant shall be paid its compensation for services performed prior to the termination date. In the event that Consultant abandons this Agreement or causes it to be terminated, Consultant is liable to County for all loss pertaining to this termination.

16.2 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

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conditions warranting default, and the County shall allow thirty (30) days for Consultant to cure.

ARTICLE 17 - 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 18 – UNCONTROLLABLE FORCES

18.1 Neither County nor Consultant shall be deemed to be in default of this Agreement if delays in or failure of performance shall be due to “Uncontrollable Forces”, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term “Uncontrollable Forces” shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, war, riot, civil disturbance, sabotage, and governmental actions.

18.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an

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uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 19 - 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 20 - MISCELLANEOUS

20.1 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.

20.2 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.

20.3 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

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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.

20.4 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 21 - 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 22 - 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 23 - OWNERSHIP OF DOCUMENTS

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 without license, consent, or input from the Consultant.

ARTICLE 24 - FUNDING

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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 Nassau County Board of County Commissioners in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

ARTICLE 25 - NOTICE

25.1 Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

COUNTY

Nassau County Contract Management
96135 Nassau Place, Suite 6
Yulee, Florida 32097
904-530-6100
contracts@nassaucountyfl.com

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

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

96135 Nassau Place, Suite 2
Yulee, Florida 32097
(904) 530-6010
mdiehl@nassaucountyfl.com
tpoore@nassaucountyfl.com

CONSULTANT:

Zach Chalifour, CPA,
James Moore & Co., P.L.
121 Executive Circle
Daytona Beach, Florida 32114-1180
(386) 257-4100
Zach.Chalifour@jmco.com

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25.2 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.

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

ARTICLE 26 - DISPUTE RESOLUTION

26.1 County may utilize this section, at their discretion, as to disputes regarding contract 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.

26.2 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

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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**

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

JAMES MOORE & CO., P.L.

Zach Charlifour, CPA
By: Zach Charlifour, CPA
Its: Partner
Date: 3/17/2021

ATTACHMENT "A"

SCOPE OF WORK

Nassau County desires the firm to revise the County's current Policy such that it complies with Federal, State, and County laws, rules, regulations, ordinances, and other statutory and regulatory requirements, including accounting and audit requirements and that will also incorporate industry and professional best practices.

Nassau County intends to produce a comprehensive Procurement Policy Manual that incorporates the requirements above and which is written in as much "plain language" as possible for ease of use by personnel and departments county-wide.

As a part of this revision, the Vendor shall also produce and provide training materials as well as review and rewrite forms to streamline processes and reduce the administrative burden while preserving the transparency and integrity of public procurement operations in Nassau County. Vendor will also assist in the production of training materials that will be used to launch the revised Policy and which must be understandable by professional staff, management, and labor alike.

DELIVERABLES: Procurement Policy Manual that is ready for review and approved by the Procurement Manager, Director of Office of Management and Budget, County Manager, County Attorney, Clerk of the Court, with final approval by the Board of County Commissioners. Fillable PDF forms that will work in tandem with the Policy and which can be easily converted to a future electronic workflow platform. Training presentations, quick reference guides (QRGs), handouts, or a combination thereof, and/or other materials the firm may recommend. Note that Nassau County shall retain ownership in perpetuity of all work products resulting from this agreement, including the native files, for all documents, forms, presentations, workflows, and any other associated materials, without any requirement of license, authorization, or permit, for use at the County's sole discretion.

TIME REQUIREMENTS FOR SERVICES: To be completed no later than sixty (60) calendar days after contract execution.

ASSISTANCE TO BE PROVIDED TO THE FIRM AND REPORT PREPARATION: The County, through the Procurement Manager and Director of the Office of Management and Budget, will provide the firm with the existing Purchasing Policy (dated April 2009), Interim Procurement Policy, and notes and recommendations from previous internal reviews, along with a final report of a recent process map and review provided to the County, along with written clarification of policies, procedures, and processes currently utilized by the County for its sourcing and procurement practices.

PLANNING: There shall be a planning stage and said planning stage will involve meetings with the Firm, Procurement Manager, and the OMB Director, or his/her designee, to set forth time frames and schedules for conferences during the revision.

ATTACHMENT "B"

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:

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.

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	\$2,000,000
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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). A copy of the endorsement(s) must be supplied to Nassau County Board of County Commissioners thirty (30) 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 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 Certificates of Insurance shall be dated and shall show the name of the insured Contractor/Vendor, the specific job by name and job number, the name of the insurer, the policy number assigned its effective date and its termination date and a list of any exclusionary endorsements.

All Insurers must be authorized to transact insurance business in the State of Florida as provided by Florida Statute 624.09(1) and the most recent Rating Classification/Financial Category of the insurer as published in the latest edition of "Best's Key Rating Guide" (Property-Casualty) must be at least A- or above.

All of the above referenced Insurance coverage is required to remain in force for the duration of this Agreement and for the duration of the warranty period. Accordingly, at the time of submission of final application for payment, Contractor/Vendor shall submit an additional Certificate of Insurance evidencing continuation of such coverage.

If the Contractor/Vendor fails to procure, maintain or pay for the required insurance, Nassau County Board of County Commissioners shall have the right (but not the obligation) to secure same in the name of and for the account of Contractor/Vendor, in which event, Contractor/Vendor shall pay the cost thereof and shall furnish upon demand, all information that may be required to procure such insurance. Nassau County Board of County Commissioners shall have the right to back-charge Contractor/Vendor for the cost of procuring such insurance. The failure of Nassau County Board of County Commissioners to demand certificates of insurance and endorsements evidencing the required insurance or to identify any deficiency in Contractor/Vendors coverage based on the evidence of insurance provided by the Contractor/Vendor shall not be construed as a waiver by Nassau County Board of County Commissioners of Contractor/Vendor's obligation to procure, maintain and pay for required insurance.

The insurance requirements set forth herein shall in no way limit Contractor/Vendors liability arising out of the work performed under the Agreement or related activities. The inclusions, coverage and limits set forth herein are minimum inclusion, coverage and limits. The required minimum policy limits set forth shall not be construed as a limitation of Contractor/Vendor's right under any policy with higher limits, and no policy maintained by the Contractor/Vendor shall be construed as limiting the type, quality or quantity of insurance coverage that Contractor/Vendor should maintain. Contractor/Vendor shall be responsible for determining appropriate inclusions, coverage and limits, which may be in excess of the minimum requirements set forth herein.

If the insurance of any Contractor/Vendor or any Sub-Contractor/Vendor contains deductible(s), penalty(ies) or self-insured retention(s), the Contractor/Vendor or Sub-Contractor/Vendor whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(ies) or self-insured retention(s).

The failure of Contractor/Vendor to fully and strictly comply at all times with the insurance requirements set forth herein shall be deemed a material breach of the Agreement.

**NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS**
96135 Nassau Place Suite 1
Yulee, FL 32097

PAGE

1 OF 1

VENDOR NAME/ADDRESS

James Moore Co., PL
121 Executive Cir.
Daytona Beach, FL 32114

OMB-Procurement

J. Brian Simmons, Manager

REQUESTED BY:

ITEM	QUANTITY	UNIT PRICE	TOTAL PRICE	BURDEN CODE	ACCOUNT
Procurement Policy Revision, including training materials, forms, etc.	1	\$30,000.00	\$ 30,000.00		
01135513-531000					

ORIGINAL - FINANCE COPY Subtotal \$ 30,000.00
 COPY- DEPARTMENT COPY Total \$ 30,000.00

Department Head

I attest that, to the best of my knowledge, this requisition reflects accurate information, has been reviewed, budgeted for and follows the Nassau County Purchasing Policy.

 3/12/2021

Office of Management and Budget

I attest that, to the best of my knowledge, funds are available for payment.

Megan Diehl 3/12/2021

County Manager

I attest that, to the best of my knowledge, the appropriate staff have reviewed and approved this Requisition and no other conditions would prevent approval.

Not Required _____

SB

Certificate Of Completion

Envelope Id: 23FB630303E046F88DF666D94D6EC999
 Subject: Please DocuSign: CM2980 - James Moore Co. - Procurement Policy Revision
 Source Envelope:
 Document Pages: 19 Signatures: 9
 Certificate Pages: 6 Initials: 27
 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 6:05:27 PM
 Holder: Brian Simmons
 bsimmons@nassaucountyfl.com

Location: DocuSign

Signer Events

Brian Simmons
 bsimmons@nassaucountyfl.com
 Procurement Manager
 Nassau County BOCC
 Security Level: Email, Account Authentication
 (None)

Signature



Signature Adoption: Uploaded Signature Image
 Using IP Address: 50.238.237.26

Timestamp

Sent: 3/11/2021 6:12:00 PM
 Viewed: 3/12/2021 10:23:52 AM
 Signed: 3/12/2021 10:30:04 AM

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)

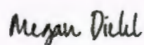


Signature Adoption: Uploaded Signature Image
 Using IP Address: 50.238.237.26

Sent: 3/12/2021 10:30:06 AM
 Viewed: 3/12/2021 10:32:12 AM
 Signed: 3/12/2021 10:32:19 AM

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



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

Sent: 3/12/2021 10:32:21 AM
 Viewed: 3/12/2021 10:39:36 AM
 Signed: 3/12/2021 10:40:03 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

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



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

Sent: 3/12/2021 10:40:05 AM
 Viewed: 3/12/2021 11:03:34 AM
 Signed: 3/17/2021 3:25:35 PM

Electronic Record and Signature Disclosure:
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Signer Events	Signature	Timestamp
<p>Taco E. Pope, AICP tpepe@nassaucountyfl.com County Manager Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p><i>Taco E. Pope AICP</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>Sent: 3/12/2021 10:40:05 AM Viewed: 3/12/2021 10:46:31 AM Signed: 3/12/2021 10:47:06 AM</p>
<p>Zach Chalifour, CPA Zach.Chalifour@JMCo.com Partner Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 3/17/2021 3:27:11 PM ID: 81a4712c-a038-4849-9f5b-26bb63e84e4b</p>	<p><i>Zach Chalifour, CPA</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 68.205.174.151</p>	<p>Sent: 3/17/2021 3:25:39 PM Viewed: 3/17/2021 3:27:11 PM Signed: 3/17/2021 3:33:37 PM</p>
<p>Clerk Finance received boccap@nassauclerk.com Nassau County Clerk Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 2/4/2021 9:59:11 AM ID: 6238f06a-a4ad-4d45-a7f5-929d04629059</p>	<p><i>SB</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 12.23.69.254</p>	<p>Sent: 3/17/2021 3:33:41 PM Viewed: 3/18/2021 8:32:21 AM Signed: 3/18/2021 8:32:41 AM</p>
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
<p>Clerk Admin ClerkServicesBOCC@nassaucountyfl.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; text-align: center; font-weight: bold; font-size: 1.2em;">COPIED</div>	<p>Sent: 3/17/2021 3:33:40 PM</p>
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/11/2021 6:12:00 PM
Certified Delivered	Security Checked	3/18/2021 8:32:21 AM
Signing Complete	Security Checked	3/18/2021 8:32:41 AM
Completed	Security Checked	3/18/2021 8:32:41 AM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

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