

CS-20-192

### CONTRACT APPROVAL FORM

(Contract Management Use only)  
**CONTRACT TRACKING NO.**  
**CM2962-A1**

#### CONTRACTOR INFORMATION

Name: Barth Associates, LLC

Address: 10030 SW 52nd Road, Gainesville, FL 32608  
City State Zip

Contractor's Administrator Name: Dr. David Barth, PhD Title: Owner

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

#### CONTRACT INFORMATION

Contract Name: Professional Services Agreement Contract Value: \$30,000.00

Brief Description: Amendment to add American Beach Master Plan

Contract Dates : From: 1/1/21 to: 12/31/21 Status: \_\_\_ New \_\_\_ Renew  Amend# 1 WA/Task Order

How Procured: \_\_\_ Sole Source \_\_\_ Single Source \_\_\_ ITB \_\_\_ RFP \_\_\_ RFQ \_\_\_ Coop.  Other Prof. Services

#### If Processing an Amendment:

Contract #: CM2962 Increase Amount of Existing Contract: \$15,000.00

New Contract Dates: \_\_\_\_\_ to \_\_\_\_\_ TOTAL OR AMENDMENT AMOUNT: \$45,000.00

#### APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

- |    |                                     |                  |                        |
|----|-------------------------------------|------------------|------------------------|
| 1. | <u>Thad Green</u>                   | <u>3/18/2021</u> | <u>PEO</u>             |
|    | Department Head Signature           | Date             | Submitting Department  |
| 2. | <u>[Signature]</u>                  | <u>3/18/2021</u> | <u>04247515-531025</u> |
|    | Procurement                         | Date             | Funding Source/Acct #  |
| 3. | <u>Megan Diehl</u>                  | <u>3/18/2021</u> |                        |
|    | Office of Management & Budget       | Date             |                        |
| 4. | <u>Michael S. Mullin</u>            | <u>3/18/2021</u> |                        |
|    | County Attorney/Contract Management | Date             |                        |

Comments: \_\_\_\_\_

#### COUNTY MANAGER – FINAL SIGNATURE APPROVAL

Taco E. Pope AICP 3/18/2021  
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

**FIRST AMENDMENT TO THE PROFESSIONAL SERVICE  
AGREEMENT FOR NASSAU COUNTY, FLORIDA**

THIS AMENDMENT entered into this 18<sup>th</sup> 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 **Barth Associates, LLC** located at 10030 SW 52<sup>nd</sup> Road, Gainesville, Florida 32608, hereinafter referred to as “Consultant”.

**WHEREAS**, the parties entered into an Agreement dated February 5, 2021, for professional services on an “as needed” basis for facilitation, technical assistance, and guidance related to strategic planning services planning, program development, and operational management; and

**WHEREAS**, the Agreement provided for Consultant to be compensated on an hourly basis in accordance with the Fee Schedule outlined in Attachment “A” of the Agreement, plus reimbursable expenses in accordance with §112.061, Florida Statute, with a total sum not to exceed \$30,000.00 per year; and

**WHEREAS**, staff have determined that Consultant should prepare draft legal amendments to the Land Development regulations, Comprehensive Plan elements and Recreation and Open Space Master Plan; and

**WHEREAS**, Consultant indicates he will retain qualified land use legal counsel to prepare said draft amendments;

**WHEREAS**, the parties desire to amend the Agreement to include the preparation of amendments to the Land Development regulations and Comprehensive Plan elements; and

**WHEREAS**, the parties desire to further amend the Agreement to increase the total sum compensation to not to exceed \$45,000.00 per year to account for the additional services.

**NOW, THEREFORE, FOR AND IN CONSIDERATION** of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. This Agreement is hereby amended to provide for the use of third-party legal guidance as needed to deliver assignments authorized under the Agreement.
2. Consultant shall review all draft legal documents and instruct retained counsel to address aspects of assignments requiring legal guidance.
3. Said drafts shall also be submitted through Consultant to the appropriate Nassau County project manager and then routed to the County Attorney.
4. This Agreement is hereby further amended to increase the total sum compensation to not to exceed \$45,000.00 per year.
5. All other provisions of said Agreement not in conflict with this Amendment shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have executed this Amendment as of the day and year first stated above.

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

*Taco E. Pope AICP*

Taco E. Pope, AICP

Its: County Manager

Date: 3/18/2021

**BARTH ASSOCIATES, LLC**

*Dr. David L. Barth, PhD*

By: Dr. David L. Barth, PhD

Its: Principal

Date: 3/24/2021



89  
11/20/21

### CONTRACT APPROVAL FORM

(Contract Management Use only)  
**CONTRACT TRACKING NO.**  
**CM2962**

#### 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 \$30,000.00  
Brief Description: Professional service agreement for services on "as-needed" basis  
Contract Dates : From: 01/01/21 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>[Signature]</u><br>Department Head Signature               | <u>1/21/2021</u><br>Date | <u>PEO</u><br>Submitting Department             |
| 2. | <u>[Signature]</u><br>Procurement <u>AS TO NO PROCUREMENT</u> | <u>1/20/21</u><br>Date   | <u>04247515-531025</u><br>Funding Source/Acct # |
| 3. | <u>[Signature]</u><br>Office of Management & Budget           | <u>2/1/21</u><br>Date    |   |
| 4. | <u>[Signature]</u><br>County Attorney/Contract Management     | <u>2/5/21</u><br>Date    |   |

Comments: \_\_\_\_\_

#### COUNTY MANAGER – FINAL SIGNATURE APPROVAL

[Signature] 2/5/21  
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 February 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 52<sup>nd</sup> Road, Gainesville, Florida 32608, hereinafter referred to as "Consultant":

**WHEREAS**, County desires to obtain professional services on an "as needed" basis for facilitation, technical assistance, and guidance related to strategic planning, recreation services planning, program development, and operational management; 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; and

**WHEREAS**, Consultant is an expert facilitator and strategic planner specializing in planning, design and implementation of the public realm. Consultant has developed parks and recreation system master plans for more than eighty (80) communities throughout the United States, including Washington D.C., Miami-Dade County, Norfolk, Virginia, San Diego, California and Raleigh, North Carolina. Consultant has managed the planning and/or design phases of hundreds of parks and trails throughout Florida, including Orange County's West Orange Trail, Martin County's Indian Riverside Park, and Kissimmee's Lakefront Park. Consultant acted as the co-author of the American Planning Association's (APA) publication *From Recreation to Re-Creation*, and a

contributor to the APA's *Planning and Urban Design Standards* for parks and recreation needs assessments. Consultant acted as the author of the Planning Advisory Service Memo *Alternatives for Determining Parks and Recreation Levels of Service* published by the APA.

**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.

**2.2** The services shall be performed on an "as needed" basis per a scope of work determined by the Planning and Economic Opportunity (PEO) Director or his designee relative to County's recreation planning needs.

**ARTICLE 3 - COUNTY'S RESPONSIBILITY**

Except as provided in the *Scope of Service*, 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 be for one (1) year beginning January 1, 2021 and ending December 31, 2021. The performance period of this Agreement may be extended upon mutual agreement between both parties in one (1) year increments. Total contract length, including the extensions, shall not exceed five (5) years. 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", plus reimbursable expenses in accordance with §112.061, Florida Statutes, with a total sum not to exceed \$30,000.00 per year.

**5.2** Consultant shall submit an updated Fee Schedule for the approval of the County PEO Director at the beginning of each new contract extension.

**5.3** Consultant shall prepare and submit to the Director of PEO, for approval, a monthly invoice for the services rendered under this Agreement. Invoices for services shall be paid within forty-five (45) days, in accordance with the Florida Prompt Payment Act. 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 Attachment "A";
- 7.3 Any work authorizations, written amendments, modifications or addenda to this Agreement.

#### **ARTICLE 8 - EQUAL OPPORTUNITY EMPLOYMENT**

In connection with the work to be performed under this Agreement, Consultant agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity statutes and regulations.

#### **ARTICLE 9 - INDEMNIFICATION**

Consultant shall indemnify and hold harmless 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](mailto: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**

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](mailto: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](mailto:tpoore@nassaucountyfl.com)

**CONSULTANT:**

David Barth, PhD, AICP, PLA, CPRP  
Barth Associates, LLC  
10030 SW 52<sup>nd</sup> Road  
Gainesville, FL 32608  
(561) 308-9937  
[david@barthassoc.com](mailto: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**

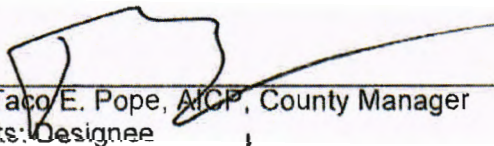
**24.1** County may utilize this section, at their discretion, as to disputes regarding Agreement interpretation. County may send a written communication to Consultant by

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.

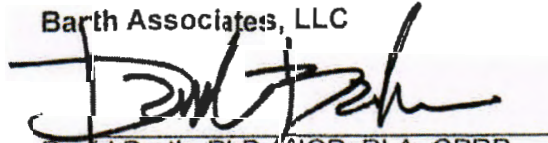
**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year first written above.

**Nassau County,  
Board of County Commissioners**

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

Date: 2/5/21

**Barth Associates, LLC**

  
David Barth, PhD, AICP, PLA, CPRP  
Its: President

Date: 1.19.2021

**ATTACHMENT "A"**



PUBLIC REALM PLANNING, DESIGN, AND FACILITATION

January 3, 2021

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

**Re: Professional Services Contract**

Dear Thad,

Barth Associates (BA) is pleased to submit the following proposal to provide professional services to Nassau County on an "as-needed" basis. Following are our proposed Scope of Services and Fee Schedule.

**SCOPE OF SERVICES:**

BA may provide the following services as requested by the County:

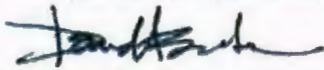
- Review and comment on development proposals
- Prepare conceptual park plans
- Facilitate public engagement
- Facilitate meetings and workshops
- Assist in updates of land development regulations and comprehensive plan elements
- Make presentations to the Board of County Commissioners and/or other groups
- Conduct feasibility studies
- Facilitate strategic plans
- Provide design reviews
- Participate in consultant selection processes
- Provide other planning, design, or facilitation services requested by the County

**FEE SCHEDULE:**

BA will provide the services outlined above on an hourly basis plus direct expenses, or on an agreed-upon lump sum fee (as determined by the County) in accordance with the following hourly rate schedule:

Principal	\$195/ hr.	Graphic Designer	\$75/ hr.
Landscape Architect	\$150/ hr.	Administrative Assistant	\$50/ hr.
Landscape Designer	\$100/ hr.		

Thank you for the opportunity to continue serving Nassau County.

  
David Barth, PhD



**EXHIBIT "1"****GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS****COMMERCIAL GENERAL LIABILITY INSURANCE**

The Consultant shall purchase and maintain at the Consultant'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)	\$ 50,000
Medical Expense Limit (any one person)	\$ 5,000
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 Consultant shall purchase and maintain at the Consultant's expense Workers' Compensation and Employer's Liability insurance coverage for the life of this Contract.

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

<u>Part One</u> – Workers' Compensation Insurance – Unlimited	
Statutory Benefits as provided in the Florida Statutes and	
<u>Part Two</u> – Employer's Liability Insurance	
Bodily Injury By Accident	\$500,000 Each Accident
Bodily Injury By Disease	\$500,000 Policy Limit
Bodily Injury By Disease	\$500,000 Each Employee

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

**AUTOMOBILE LIABILITY INSURANCE**

The Consultant shall purchase and maintain at the Consultant'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 Consultant, insured Sub-subConsultant 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 Consultant or Sub-subConsultant.



**PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)**

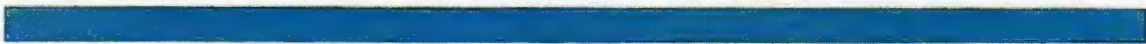
This additional coverage will be required for all projects involving consultants, engineering services, architectural or design/build projects, independent testing firms and similar exposures.

The Consultant shall purchase and maintain at the Consultant'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	\$1,000,000
Project Specific	

Design Professional Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Agreement. If provided on a Claims Made Form, the coverages must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.



Consultant shall require each of his SubConsultants to likewise purchase and maintain at their expense Commercial General Liability insurance, Workers' Compensation and Employer's Liability coverage, Automobile Liability insurance, Umbrella Liability Professional Liability, Environmental Liability, Builders Risk or Installation Floater (as applicable) insurance coverage meeting the same limit and requirements as the Consultants insurance.

Certificates of Insurance acceptable to Nassau County Board of County Commissioners for the Consultant/Vendor's insurance must be received within ten (10) days of Notification of Selection and at time of signing Agreement.

Certificates of Insurance and the insurance policies required for this Agreement shall contain an endorsement that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to Nassau County Board of County Commissioners.

Certificates of Insurance and the insurance policies required for this Agreement will include a provision that policies, except Workers' Compensation and Professional Liability, are primary and noncontributory to any insurance maintained by the Consultant.

Nassau County Board of County Commissioners must be named as an Additional Insured and endorsed onto the Commercial General Liability (CGL), Auto Liability and Umbrella Liability policy (ies). A copy of the endorsement(s) must be supplied to Nassau County Board of County Commissioners ten (10) days following the execution of the agreement or prior to the first date of services, whichever comes first.

**CGL policy Additional Insured Endorsement must include Ongoing and Completed Operations (Form CG2010 11 84 OR Form CG2010 04 13 and GC2037 04 13 edition or equivalent). Other Additional Insured forms might be acceptable but only if modified to delete the word "ongoing" and insert the sentence "Operations include ongoing and completed operations".**  
**CGL policy shall not be endorsed with Exclusion - Damage to Work performed by SubConsultants on Your Behalf (CG2294 or CG2295)**  
**CGL policy shall not be endorsed with Contractual Liability Limitation Endorsement (CG2139) or Amendment of Insured Contract Definition (CG 2426)**  
**CGL policy shall not be endorsed with Exclusion - Damage to Premises Rented to you (CG 2145)**  
**CGL policy shall include broad form contractual liability coverage for the Consultants covenants to and indemnification of the Authority under this Contract**

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 Consultant, 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, Consultant shall submit an additional Certificate of Insurance evidencing continuation of such coverage.

If the Consultant 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 Consultant, in which event, Consultant 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 Consultant 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 Consultants coverage based on the evidence of insurance provided by the Consultant shall not be construed as a waiver by Nassau County Board of County Commissioners of Consultant's obligation to procure, maintain and pay for required insurance.

The insurance requirements set forth herein shall in no way limit Consultants 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 Consultant's right under any policy with higher limits, and no policy maintained by the Consultant shall be construed as limiting the type, quality or quantity of insurance coverage that Consultant should maintain. Consultant 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 Consultant or any subConsultant contains deductible(s), penalty(ies) or self-insured retention(s), the Consultant or SubConsultant 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 Consultant 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: 7D5BF57C89F24257B6B0E427C5A75816

Status: Completed

Subject: Please DocuSign: CM2962-A1 - Barth Associates - American Beach Master Plan

Source Envelope:

Document Pages: 20

Signatures: 9

Envelope Originator:

Certificate Pages: 6

Initials: 1

Brian Simmons

AutoNav: Enabled

bsimmons@nassaucountyfl.com

EnvelopeId Stamping: Enabled

IP Address: 50.238.237.26

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

## Record Tracking

Status: Original

Holder: Brian Simmons

Location: DocuSign

3/18/2021 10:35:55 AM

bsimmons@nassaucountyfl.com

## Signer Events

### Signature

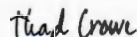
### Timestamp

Thad Crowe

tcrowe@nassaucountyfl.com

Nassau County BOCC

Security Level: Email, Account Authentication  
(None)



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

Sent: 3/18/2021 12:23:27 PM

Viewed: 3/18/2021 12:24:31 PM

Signed: 3/18/2021 12:24:53 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Brian Simmons

bsimmons@nassaucountyfl.com

Procurement Manager

Nassau County BOCC

Security Level: Email, Account Authentication  
(None)



Signature Adoption: Uploaded Signature Image  
Using IP Address: 50.238.237.26

Sent: 3/18/2021 12:24:55 PM

Viewed: 3/18/2021 12:26:08 PM

Signed: 3/18/2021 12:26:23 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

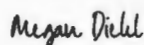
Megan Diehl

mdiehl@nassaucountyfl.com

OMB Director

Nassau County BOCC

Security Level: Email, Account Authentication  
(None)



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

Sent: 3/18/2021 12:26:26 PM

Viewed: 3/18/2021 12:35:29 PM

Signed: 3/18/2021 12:36:04 PM

**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: 3/18/2021 12:36:06 PM

Viewed: 3/18/2021 1:36:22 PM

Signed: 3/18/2021 1:36:29 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign



**Signer Events**

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

**Signature**

*Taco E. Pope AICP*

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

**Timestamp**

Sent: 3/18/2021 1:36:32 PM  
 Viewed: 3/18/2021 2:03:51 PM  
 Signed: 3/18/2021 2:04:12 PM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Dr. David L. Barth, PhD  
 david@barthassoc.com  
 Principal  
 Security Level: Email, Account Authentication  
 (None)

*Dr. David L. Barth, PhD*

Signature Adoption: Pre-selected Style  
 Using IP Address: 98.186.192.38

Sent: 3/18/2021 2:04:15 PM  
 Resent: 3/24/2021 11:58:17 AM  
 Viewed: 3/24/2021 1:58:33 PM  
 Signed: 3/24/2021 1:59:53 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 3/24/2021 1:58:33 PM  
 ID: bd503503-127a-4354-87c1-8f7f0166ba44

Clerk Finance received  
 boccap@nassauclerk.com  
 Nassau County Clerk  
 Security Level: Email, Account Authentication  
 (None)

*SB*

Signature Adoption: Pre-selected Style  
 Using IP Address: 12.23.69.254

Sent: 3/24/2021 2:00:00 PM  
 Viewed: 3/24/2021 3:11:07 PM  
 Signed: 3/24/2021 3:20:39 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 2/4/2021 9:59:11 AM  
 ID: 6238f06a-a4ad-4d45-a7f5-929d04629059

**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)

**COPIED**

Sent: 3/24/2021 1:59:58 PM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Amber Carter  
 acarter@nassaucountyfl.com  
 Nassau County BOCC

**COPIED**

Sent: 3/24/2021 3:20:42 PM

Security Level: Email, Account Authentication  
 (None)

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

**Witness Events****Signature****Timestamp**

<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Envelope Sent	Hashed/Encrypted	3/18/2021 12:23:27 PM
Certified Delivered	Security Checked	3/24/2021 3:11:07 PM
Signing Complete	Security Checked	3/24/2021 3:20:39 PM
Completed	Security Checked	3/24/2021 3:20:42 PM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, County of Nassau (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

#### **How to contact County of Nassau:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [bsimmons@nassaucountyfl.com](mailto:bsimmons@nassaucountyfl.com)

#### **To advise County of Nassau of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [bsimmons@nassaucountyfl.com](mailto:bsimmons@nassaucountyfl.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

#### **To request paper copies from County of Nassau**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [bsimmons@nassaucountyfl.com](mailto:bsimmons@nassaucountyfl.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

#### **To withdraw your consent with County of Nassau**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to [bsimmons@nassaucountyfl.com](mailto:bsimmons@nassaucountyfl.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Nassau as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Nassau during the course of your relationship with County of Nassau.