

CS-20-212

CONTRACT APPROVAL FORM

(Contract Management Use only)

CONTRACT TRACKING NO.

CM2991

CONTRACTOR INFORMATION

Name: Government Services Group, Inc.
Address: 1500 Mahan Drive, Suite 250 Tallahassee, FL 32308
City State Zip

Contractor's Administrator Name: David Jahosky Title: _____
Tel#: (850) 681-3717 Fax: _____ Email: djahosky@govserv.com

CONTRACT INFORMATION

Contract Name: Professional Service Contract Contract Value: NTE \$151,875.00

Brief Description: Professional services for FEMA/Stafford Act reimbursement

Contract Dates : From: Execution to: 12/31/2025 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>Megan Diehl</u> | 4/13/2021 |
| | Department Head Signature | Date |
| 2. | <u>[Signature]</u> | 4/13/2021 |
| | Procurement | Date |
| 3. | <u>Megan Diehl</u> | 4/13/2021 |
| | Office of Management & Budget | Date |
| 4. | <u>Michael S. Mullin</u> | 4/15/2021 |
| | County Attorney/Contract Management | Date |

OMB

Submitting Department

01254525-531000 COVID

Funding Source/Acct #

Comments: _____

COUNTY MANAGER – FINAL SIGNATURE APPROVAL

Taco E. Pope AICP 4/15/2021
Taco Pope Date

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

- Original: Clerk's Services; Contractor (original or certified copy)
- Copy: Department
- Procurement
- Office of Management & Budget
- County Attorney/Contract Management
- Clerk Finance

PROFESSIONAL SERVICES AGREEMENT
FOR NASSAU COUNTY, FLORIDA

THIS AGREEMENT made and entered into this 19th day of May 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 **Government Services Group, Inc.**, located at 1500 Mahan Drive, Suite 250, Tallahassee Florida 32308, hereinafter referred to as "Consultant":

WHEREAS, County desires to obtain professional services on an "as needed" basis for FEMA/STAFFORD ACT REIMBURSEMENT MANAGEMENT SERVICES; and

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

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

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


ARTICLE 1 - EMPLOYMENT OF CONSULTANT

County hereby agrees to engage Consultant, and Consultant hereby agrees to perform the services set forth in the *Scope of Services*, Attachment "A".

ARTICLE 2 - SCOPE OF SERVICES

2.1 Consultant shall provide professional services in accordance with the *Scope of Services*, Attachment "A".

2.2 The services shall be performed on an "as needed" basis per a scope of work determined by the Office of Management and Budget (OMB) Director or designee relative to County needs.

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ARTICLE 3 - COUNTY'S RESPONSIBILITY

Except as provided in the *Scope of Services, Attachment "A"*, 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 County's behalf with respect to the *Scope of Services, Attachment "A"*. 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 on the date of its execution and end December 31, 2022. 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.

ARTICLE 5 - COMPENSATION

5.1 Consultant shall be compensated per the rates established in the *Scope of Services, Attachment "A"*, with a total sum not to exceed \$151,875.00 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. County reserves the right to withhold payment to Consultant for failure to perform the

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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; and
- 7.2 The *Scope of Services* attached hereto as Attachment "A"; and
- 7.3 General Information and Minimum Insurance Requirements attached hereto as Exhibit "1"; and
- 7.4 Any work authorizations, written amendments, modifications or addenda to this Agreement.

ARTICLE 8 - EQUAL OPPORTUNITY EMPLOYMENT

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

ARTICLE 9 - INDEMNIFICATION

Consultant shall indemnify and hold harmless County and its officers and employees from liabilities, damages, losses, and costs, including but not limited to,

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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

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requirements set forth in the *General Information and Minimum Insurance Requirements*, Exhibit "1", attached hereto and incorporated herein.

ARTICLE 14 – ACCESS TO PREMISES

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

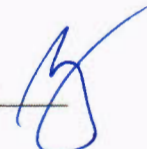
ARTICLE 15 - TERMINATION OF AGREEMENT

15.1 Termination for Convenience: This Agreement may be terminated by County for convenience, upon thirty (30) days 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.

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.

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ARTICLE 17 - GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Florida. All legal action necessary to enforce the Agreement will be held in Nassau County, Florida.

ARTICLE 18 - MISCELLANEOUS


18.1 Non-waiver: A waiver by either County or Consultant of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

18.2 Severability: Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

18.3 PUBLIC RECORDS

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

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that Consultant is providing services to County, and pursuant to Section 119.0701, Florida Statutes, Consultant shall:

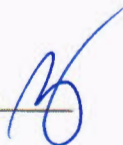
a. Keep and maintain public records required by the public agency to perform the service.

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 contract 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.

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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 the County

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

ARTICLE 23 - NOTICE

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

COUNTY

Brian Simmons
Nassau County Procurement
96135 Nassau Place, Suite 2
Yulee, Florida 32097
(904) 530-6040
procurement@nassaucountyfl.com

With a copy to the Office of Management and Budget (OMB) at the same address and a copy to the County Attorney at:

96135 Nassau Place, Suite 6
Yulee, Florida 32097
(904) 530-6100
contracts@nassaucountyfl.com

CONSULTANT:

David Jahosky
Government Services Group, Inc
1500 Mahan Drive
Suite 250
Tallahassee, FL 32308
(850) 681-3717
djahosky@govserv.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

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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.

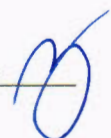
ARTICLE 24 - DISPUTE RESOLUTION

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 County and the cost of mediation shall be borne by Consultant. Consultant shall not stop work during the pendency of mediation or dispute resolution.

[Signatures on next page.]

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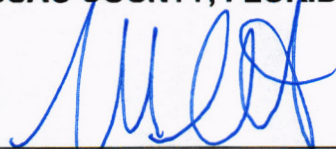


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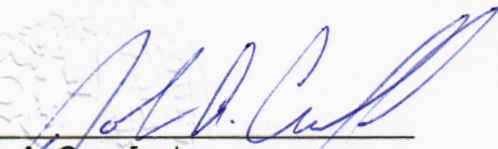
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

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



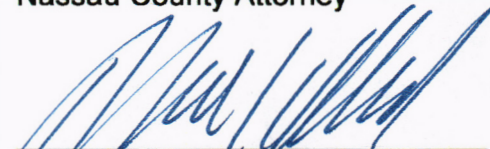
Thomas R. Ford
Its: Chairman

Attest as to authenticity of the
Chair's signature:



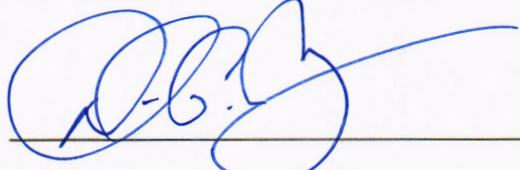
John A. Crawford
Its: Ex-Officio Clerk

Approved as to form and legality by the
Nassau County Attorney



Michael S. Mullin, Esq.

Government Services Group, Inc



By: DAVID G. JANTOSKY

Its: VICE PRESIDENT

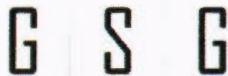
Date: 5/24/2021

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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.

Attachment "A"



GOVERNMENT SERVICES GROUP, INC.

WeServeGovernments.com

March 30, 2021

Via Electronic Transmission

Mr. Taco E. Pope, AICP
County Manager
Nassau County Board of County Commissioners
96135 Nassau Place
Yulee, FL 32097

Re: FEMA Assistance

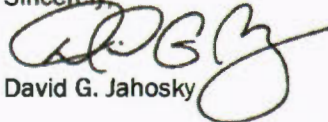
Dear Mr. Pope,

Per our discussion, I have attached our proposal to assist Nassau County (the "County") in carrying out the services necessary to reimburse eligible costs under FEMA PA for COVID-19. Our Team includes the Government Services Group ("GSG") and Thomas Howell Ferguson P.A. ("THF"). We have provided a work plan, Attachment A, tailored to the County's needs.

Please review the attached scopes of services. Upon review and satisfactory determination, please incorporate the attached scope of services and fee schedule into the County's preferred contract format at an amount not to exceed \$151,875. Execution of the contract that includes the attached scope of services and fee schedule will serve as proper notice to proceed. Upon execution, please provide us with a signed copy of the agreement for our files.

We are very excited about the opportunity to work with the County on this important initiative. Should you have any questions or concerns, please do not hesitate to contact me at (407) 681-3717 or DJahosky@govserv.com.

Sincerely,



David G. Jahosky

**Corporate
Headquarters**

1500 Mahan Drive, Suite 250
Tallahassee, Florida 32308
T 850-681-3717 | F 850-224-7206
Toll-Free 866-896-4747

**Longwood
Office**

280 Wekiva Springs Road
Protegrity Plaza, Suite 2070
Longwood, Florida 32779
T 407-629-6900 | F 407-629-6963

Appendix

FEMA/STAFFORD ACT REIMBURSEMENT MANAGEMENT SERVICES
NASSAU COUNTY, FLORIDA

FEMA COVID 19 Public Assistance

Novel Coronavirus Disease 2019 (COVID-19) is a severe acute respiratory illness that can spread among humans through respiratory transmission and other potential methods and presents symptoms similar to influenza. On March 13, 2020, President of the United States, Donald J. Trump, issued a Proclamation on Declaring a National Emergency Concerning the Novel Coronavirus Disease Outbreak pursuant to section 501 (b) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act. COVID-19 threatens Nassau County because of the virus's apparent ability to spread rapidly among humans, and COVID-19 thereby constitutes a clear and present threat to the health, safety, and welfare of the citizens and visitors of Nassau County.

To assist in navigating the impact of the COVID-19 outbreak, the Federal Government established the CARES Act and subsequently passed the American Rescue Plan, which provides assistance to State, Local and Tribal Governments. Through the Florida Department of Emergency Management ("FDEM"), Nassau County has been notified it is eligible to seek reimbursement of COVID-19 eligible costs under FEMA Public Assistance ("PA"). Due to the magnitude of the administration needs necessary to implement programs in accordance with the CARES Act, the County has sought assistance from Government Services Group, Inc ("GSG") and its subcontractor and Thomas Howell Ferguson P.A. ("THF") as further detailed in this proposal and subsequent agreement.

As a result of COVID-19, exigent and emergency circumstances currently exist as which warrant a non-competitive procurement of the services to be provided by GSG. as permitted by 2 CFR § 200.320(f)(2). Further, the retainer agreement has been capped at a not-to-exceed rate, and the County has determined their costs to be reasonable.

Scope of Services

Based on our experience with the Stafford Disaster Relief and Emergency Assistance Act in the State of Florida, we propose the following tasks. The County's intent is for GSG to provide ongoing and recurring technical assistance for the agreement's duration.

Task 1: Data Collection and Evaluation. GSG will commence with the Pre-Obligation Process, which occurs before FDEM obligates any funds. Per the current guidelines, GSG will consider eligible expenses beginning January 2020 through the end period defined by FEMA. GSG will review non-reimbursed eligible expenses previously submitted to FDEM as part of the CARES program and seek reimbursement under FEMA PA.

- Review the application to determine the project's eligibility.
 - Perform validation of costs to obligate eligible funds.
 - Gather the supporting documents to file the claim(s).
 - Prepare a report to communicate to the State that the documentation supports claimed costs based on the FEMA categories below.
- | | |
|--|------------------------|
| – Incident Command, Emergency Management, or Preparedness Activities | – Temporary Facilities |
| – COVID-19 Testing | – Sheltering |
| – Purchase or Renting of Supplies, Materials, or Equipment | – Payroll and Labor |
| – Medical Care for COVID-19 Patients | – Social Distancing |
| | – Economic Development |

Task 2. Initiate the Request for Reimbursement (RFR) Process. Once FDEM obligates a project, GSG will validate costs associated with:

- Force Account Labor, Force Account Materials, Force Account Equipment, Rental Equipment, Contracts, and Direct Administrative Costs.
- Maintain correspondence and work with the applicant to obtain missing documents.
- Identify any over-runs or under-runs that FDEM must approve.
- Submit RFR to FDEM.

GSG will work with the County to define the interval and timetable for submissions to FDEM.

Task 3. Provide Technical Assistance. Provide technical assistance on behalf of the County to FDEM, as necessary. Provide supplemental information or respond to clarification requests on behalf of the County to FDEM, as necessary.

Task 4. Grant Closeout. The Closeout Process ensures that all costs are accurate and indicates that FDEM has paid the County. RFR reports are reviewed for quality assurance purposes before being issued to the Client.

ESTIMATE OF FEES

As noted in Task 1, each category will take approximately 100-150 hours to complete. For budgeting purposes, GSG assumed 125 hours per category at a blended rate of \$135 per hour, or 1,125 hours at \$135 per hour or \$151,875. Provided below are GSG's proposed hourly rates for this engagement.

Team Member	Standard Hourly Rate	Discounted Hourly Project Rate
Senior Advisor	\$285	\$250
Vice President/Managing Director	\$285	\$250
Director	\$235	\$195
Project Manager/Project Coordinator	\$185	\$165
Database Analyst/Technical Services	\$150	\$135
Lead Project Analyst	\$100	\$90
Project Analyst	\$90	\$80

Project Schedule

The Team is prepared to commence within ten days of a notice to proceed and shall complete our services by December 31, 2022.

Billing Schedule

The fee for professional services is billed monthly based on the work completed in the previous month.

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

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

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

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
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

AUTOMOBILE LIABILITY INSURANCE

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

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

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

PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)

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

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

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

Each Occurrence or Claim/Annual Aggregate	\$1,000,000
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Design Professional Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Agreement. If provided on a Claims Made Form, the coverages must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

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

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

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

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

Nassau County Board of County Commissioners must be named as an Additional Insured and endorsed onto the Commercial General Liability (CGL), Auto Liability policy (ies).

CGL policy Additional Insured Endorsement must include Ongoing and Completed Operations (Form CG2010 11 84 OR Form CG2010 04 13 and GC2037 04 13 edition or equivalent).

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

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

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

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

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

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

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

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

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