

CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT is entered into by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as the “County”, and **INSPIRE PLACEMAKING COLLECTIVE, INC.**, located at 4767 New Broad Street, Orlando, FL 32814, hereinafter referred to as the “Consultant” on the day and year last written below (hereinafter “Effective Date”).

WHEREAS, the County desires to obtain professional services for evaluation and appraisal (EAR) amendments and comprehensive plan updates. Said services are more fully described in the *Task Work Order Proposal*, attached hereto and incorporated herein as Exhibit “A”; and

WHEREAS, the Consultant desires to render certain professional services as described in Exhibit “A”, and has the qualifications, experience, staff and resources to perform those professional services; and

WHEREAS, the County, in accordance with the requirements of law and County policy and based upon the Consultant’s assurance that it has the qualifications, experience, staff and resources, the County has determined that it would be in the best interest of Nassau County to award a contract to the Consultant for the rendering of those services described in Exhibit “A”.

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

SECTION 1. Recitals.

1.1 The above recitals are true and correct and are incorporated herein, in their entirety, by this reference.

SECTION 2. Exhibits.

2.1 The Exhibits listed below are incorporated into and made part of this Contract:

Exhibit “A” CONSULTANT’S TASK WORK ORDER PROPOSAL

Exhibit “B” INSURANCE REQUIREMENTS

SECTION 3. Employment of the Consultant.

3.1 The County hereby agrees to engage the Consultant, and the Consultant hereby agrees to perform the professional services set forth in Exhibit “A”.

SECTION 4. Scope of Services.

4.1 The Consultant shall provide professional services in accordance with Exhibit “A”.

4.2 Services requested by the County or the County’s representative that are not set forth in Exhibit “A” shall be considered additional services. Any request for additional services and additional fees shall be mutually agreed upon by the parties in writing.

SECTION 5. The County’s Responsibility.

5.1 The County shall provide the Consultant with all required data, information, and services regarding the requirements and objectives for the services under this Contract. The Consultant shall rely upon the accuracy and completeness of any information, reports, data supplied by the County or the County’s representative.

5.2 The County hereby designates the Planning Director, or designee, to act on the County’s behalf under this Contract. The Planning Director, or designee, under the supervision of the County Manager, shall have complete authority to transmit instructions, receive information, interpret and define the County’s policies and decisions with respect to materials, elements and systems pertinent to the provision of the Consultant’s services.

SECTION 6. Term of Contract and Option to Extend or Renew.

6.1 The term of this Contract shall begin upon the execution of this Contract by all parties and shall terminate on February 1, 2027. The term of this Contract may be extended in one (1) year increments, to a maximum of five (5) years, with no changes in terms or conditions, upon mutual written agreement between the Consultant and the County. The County Manager is hereby authorized to execute any Contract renewal, amendment and/or modification upon approval by the County Attorney's Office. Any extension or amendment to this Contract shall be subject to availability of funds of the County as set forth in Section 11 hereinbelow.

6.2. In the event that this Contract is continued beyond the term provided above by mutual consent of the parties and not reduced to writing, this Contract shall be carried out on a month-to-month basis and shall not constitute an implied renewal of the Contract. Said month-to-month extension shall be upon the same terms of the Contract and at the compensation and payment provided herein.

SECTION 7. Compensation.

7.1 The Consultant shall be compensated in an amount not to exceed One Million, One Hundred Ninety-Eight Thousand, One Hundred Twenty-Eight Dollars and 00/100 (\$1,198,128.00), in accordance with Exhibit "A".

7.2 The Consultant shall prepare and submit to the Planning Director at planning@nassaucountyfl.com, for approval, an invoice for the services rendered, with a copy provided to invoices@nassaucountyfl.com. Invoices for services shall be paid in accordance with the Florida Prompt Payment Act found at Section 218.70, Florida Statutes. All invoices shall be accompanied by a report or statement identifying the nature of the work performed, the hours required and compensation for the work performed. The report or statement shall show a

summary of fees. The County reserves the right to withhold payment to the Consultant for failure to perform the work in accordance with the provisions of this Contract, and the County shall promptly notify the Consultant in writing if any invoice or report is found to be unacceptable and will specify the reasons therefor. The Consultant shall have thirty (30) days to cure any failure upon written notice. Consultant shall honor all purchase orders or work authorizations issued prior to the expiration of the term of this Contract.

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

7.4 Final Invoice: Consultant shall submit to County Consultant's final/last billing to County clearly marked as "Final Invoice." Submittal of the Final Invoice by Consultant to County shall indicate that all services have been performed by Consultant and that all charges and costs have been invoiced by the Consultant to County and that there is no further work to be performed and no further invoices to be submitted under this Contract.

SECTION 8. Standard of Care.

8.1 The 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, at the same time, and in the same locality. In the County's sole discretion, upon request by the County, the Consultant shall, at no additional cost to the County, re-perform services which in the sole discretion of the County do not meet the foregoing standard of care.

SECTION 9. Equal Opportunity Employment.

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

SECTION 10. Access to Premises.

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

SECTION 11. Funding.

11.1 The County's performance and obligation under this Contract is contingent upon an annual appropriation by the Board of County Commissioners for subsequent fiscal years and is subject to termination based on lack of funding.

SECTION 12. Expenses.

12.1 The Consultant shall be responsible for all expenses incurred while performing the services under this Contract including, but not limited to, license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses and other compensation paid to the Consultant's agents, if any, hired by the Consultant to complete the work under this Contract.

SECTION 13. Taxes, Liens, Licenses and Permits.

13.1 The Consultant recognizes that the County, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Contract. As such, the Consultant shall refrain from including taxes in any billing. The Consultant is placed on notice that this exemption generally does not apply to nongovernmental entities, contractors, or subcontractors. Any questions regarding this tax exemption shall be addressed to the County Manager.

13.2 The Consultant shall secure and maintain all licenses and permits required to perform the services under this Contract and to pay any and all applicable sales or use tax, or any other tax or assessment which shall be imposed or assessed by any and all governmental authorities, required under this Contract, and to meet all federal, state, county and municipal laws, ordinances, policies and rules.

13.3 The Consultant acknowledges that property being improved that is titled to the County, shall not be subject to a lien of any kind for any reason. The Consultant shall include notice of such exemptions in any subcontracts and purchase orders issued under this Contract.

SECTION 14. Governing Law, Venue and Compliance with Laws.

14.1 This Contract shall be deemed to have been executed and entered into within the State of Florida and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida, the Ordinances of Nassau County, and any applicable federal statutes, rules and regulations. Any and all litigation arising under this Contract shall be brought in Nassau County, Florida, and any trial shall be non-jury. Any mediation, pursuant to litigation, shall occur in Nassau County, Florida.

14.2 The Consultant shall comply with applicable regulatory requirements including federal, state, and local laws, rules, regulations, codes, orders, criteria and standards.

SECTION 15. Modifications.

15.1 The terms of this Contract may be modified only upon the written and mutual consent of both parties, and approval by appropriate legal authority in the County.

SECTION 16. Assignment and Subcontracting.

16.1 The Consultant shall not assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the County.

16.2 In order to assign this Contract, or to subcontract any of the work requirements to be performed, the Consultant shall ensure and provide assurances to the County, that any subcontractor selected for work under this Contract has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Contract. The Consultant shall provide the County with the names of any subcontractor considered for work under this Contract; the County reserves the right to reject any subcontractor whose qualifications or performance, in the County's sole discretion, are insufficient. The Consultant shall be responsible for all work performed and all expenses incurred with the project. Any subcontract arrangements shall be evidenced by a written document available to the County upon request. The Consultant further agrees that the County shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract. The Consultant, at its expense, shall defend the County against such claims.

16.3 The Consultant shall make payments to any of its subcontractors within seven (7) working days after receipt of full or partial payments from the County in accordance with Section 287.0585, Florida Statutes, unless otherwise stated in the contracts between the Consultant and subcontractors. The Consultant's failure to pay its subcontractor(s) within seven (7) working days shall result in a penalty charged against the Consultant and paid to the subcontractors in the amount of one-half of one percent (0.50%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to the actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

SECTION 17. Severability.

17.1 If any section, subsection, sentence, clause, phrase, or portion of this Contract is, for any reason, held invalid, unconstitutional, or unenforceable by any Court of Competent

Jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 18. Termination for Default.

18.1 If the Consultant fails to perform any of its obligations under this Contract, and if such default remains uncured for a period of more than fifteen (15) days after notice thereof was given in writing by the County to the Consultant, then the County may, without prejudice to any right or remedy the County may have, terminate this Contract.

18.2 Upon termination of this Contract, the Consultant shall immediately (1) stop work on the date specified; (2) terminate and settle all orders and subcontracts relating to the performance of the terminated work; (3) transfer all work in process, completed work, and other materials related to the terminated work to the County; (4) render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

SECTION 19. Termination for Convenience.

19.1 The County reserves the right to terminate this Contract in whole or part by giving the Consultant written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of written notice of termination from the County, the Consultant shall only provide those services and/or materials specifically approved or directed by the County. All other rights and duties of the parties under the Contract shall continue during such notice period, and the County shall continue to be responsible to the Consultant for the payment of any obligations to the extent such responsibility has not been excused by breach or default of the Consultant. The Consultant shall promptly contact the County to make arrangements to render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

SECTION 20. Nondisclosure of Proprietary Information.

20.1 The Consultant shall consider all information provided by the 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. The Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of the County or in response to legal process.

SECTION 21. Contingent Fees.

21.1 The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Contract 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 the Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract.

SECTION 22. Ownership of Documents.

22.1 The Consultant shall be required to work in harmony with other County 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 the County upon completion for its use and distribution as may be deemed appropriate by the County.

SECTION 23. Force Majeure.

23.1 Neither party of this Contract shall be liable to the other for any cost or damages if the failure to perform the Contract arises out of causes beyond the control and without the fault

or negligence of the parties. Such causes may include, but are not restricted to, acts of nature, fires, quarantine restrictions, strikes and freight embargoes. In all cases, the failure to perform shall be totally beyond the control and without any fault or negligence of the party.

23.2 In the event of delay from the foregoing causes, the party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the party's performance obligation under this Contract. If the delay is excusable under this section, the delay shall not result in any additional charge or cost under the Contract to either party. In the case of any delay that the Consultant believes is excusable under this section, the Consultant shall notify the County in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Consultant could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date the Consultant first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE THE CONSULTANT'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this section is a condition precedent to such remedy. The County, in its sole discretion, shall determine if the delay is excusable under this section and shall notify the Consultant of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the County. The Consultant shall not be entitled to an increase in the Contract price or payment of any kind from the County for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this section, after the causes have ceased to exist, the Consultant shall

perform at no increased cost, unless the County determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the County, in which case, the County may do any or all of the following: (1) accept allocated performance or deliveries from the Consultant, provided that the Consultant grants preferential treatment to the County with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by the Consultant for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Contract quantity; or (3) terminate the Contract in whole or in part.

SECTION 24. Access And Audits of Records.

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

SECTION 25. Independent Consultant Status.

25.1 The Consultant shall perform the services under this Contract as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Contract shall be interpreted or construed to constitute the Consultant or any of its agents or employees to be an agent, employee or representative of the County.

25.2 The Consultant and the County agree that during the term of this Contract: (a) the Consultant has the right to perform services for others; (b) the Consultant has the right to

perform the services required by this Contract; and (c) the Consultant has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Contract.

SECTION 26. Indemnification.

26.1 The Consultant shall indemnify and hold harmless the County and its agents and employees from all claims, liabilities, damages, losses, expenses and costs, including attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant or any persons employed or utilized by the Consultant, in the performance of this Contract. The Consultant shall, at its own expense, defend any and all such actions, suits, or proceedings which may be brought against the County in connection with the Consultant's performance under this Contract.

SECTION 27. Insurance.

27.1 The Consultant shall provide and maintain at all times during the term of this Contract, without cost or expense to the County, such commercial (occurrence form) or comprehensive general liability, workers compensation, professional liability, and other insurance policies as detailed in Exhibit "B". The policy limits required are to be considered minimum amounts.

27.2 The Consultant shall provide to the County a Certificate of Insurance for all policies of insurance and renewals thereof in a form acceptable to the County. Said certificates shall provide that the Nassau County Board of County Commissioners is an additional insured, and that the County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action with the exception of ten (10) days for non-payment. All insurance policies shall be issued by responsible

companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.

SECTION 28. Dispute Resolution Process.

28.1 In the event of a dispute regarding the interpretation of the terms of this Contract, the County, in its sole discretion, may elect to use the dispute resolution process as set forth in this section.

28.2 In the event the County elects to use the dispute resolution process under this section, the County shall send a written communication to the Consultant pursuant to Section 35 hereinbelow. The written notification shall set forth the County's interpretation of the terms of this Contract.

28.3 The County shall then set a date and time for the parties to meet with the County Manager or designee. This meeting shall be set no more than twenty (20) days from the date that the written communication was sent to the Consultant. The Consultant may submit a written response to the County's written communication no less than five (5) days prior to the meeting with the County Manager or designee.

28.4 If no satisfactory resolution as to the interpretation of the Contract terms is reached at the meeting with the County Manager or designee, then the parties may elect to submit the dispute to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Consultant. The Consultant shall not stop work during the pendency of the dispute resolution or mediation process as set forth in this section.

SECTION 29. E-Verify.

29.1 The Consultant shall comply with Section 448.095, Florida Statutes, and use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the employment eligibility of all persons hired by the Consultant during the term of this Contract to work in Florida. Additionally, if the Consultant uses subcontractors to perform any portion of the work (under this Contract), the Consultant shall include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the work. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: www.uscis.gov/e-verify.

29.2 The Consultant shall maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized entity consistent with the terms of the Consultant's enrollment in the program. This includes maintaining a copy of proof of the Consultant's and subcontractors' enrollment in the E-Verify program. If the Consultant enters into a contract with a subcontractor, the subcontractor shall provide the Consultant with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Consultant shall maintain a copy of such affidavit for the duration of the Contract.

29.3 Compliance with the terms of the E-Verify program provision is made an express condition of this Contract and the County may treat a failure to comply as a material breach of the Contract. If the County terminates the Contract pursuant to Section 448.095(2)(c), Florida Statutes, the Consultant may not be awarded a public contract for at least one (1) year after the

date on which the contract was terminated and the Consultant is liable for any additional costs incurred by the County as a result of the termination of this Contract.

SECTION 30. Public Records.

30.1 The County is a public agency subject to Chapter 119, Florida Statutes. **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6090, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, SUITE 6, YULEE, FLORIDA 32097.** Under this Contract, to the extent that the Consultant is providing services to the County, and pursuant to Section 119.0701, Florida Statutes, the Consultant shall:

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Consultant does not transfer the records to the County.

d. Upon completion of the Contract, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of the Contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically shall be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

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

30.3 If the Consultant does not comply with the County's request for records, the County shall enforce the Contract provisions in accordance with the Contract.

30.4 If the Consultant fails to provide the public records to the County within a reasonable time, the Consultant may be subject to penalties under Section 119.10, Florida Statutes.

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

a. The Court determines that the Consultant unlawfully refused to comply with the public records request within a reasonable time; and

b. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Consultant has not complied with the request, to the County and to the Consultant.

30.6 A notice complies with Section 30.5 b. hereinabove, if it is sent to the County's custodian of public records and to the Consultant at the Consultant's address listed on its Contract with the County or to the Consultant's registered agent. Such notices shall be sent pursuant to Section 35 hereinbelow.

30.7 If the Consultant complies with a public records request within eight (8) business days after the notice is sent, the Consultant is not liable for the reasonable costs of enforcement.

30.8 In reference to any public records requested under this Contract, the Consultant shall identify and mark specifically any information which the Consultant considers confidential and/or proprietary, inclusive of trade secrets as defined in Section 812.081, Florida Statutes, and which the Consultant believes to be exempt from disclosure, citing specifically the applicable exempting law and including a brief written explanation as to why the cited Statute is applicable to the information claimed as confidential and/or proprietary information. All materials shall be segregated and clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE."

30.9 In conjunction with the confidential and/or proprietary information designation, the Consultant acknowledges and agrees that after notice from County, the Consultant shall respond to a notice from the County immediately, but no later than 10 calendar days from the date of notification or the Consultant shall be deemed to have waived and consented to the release of the confidential and/or proprietary designated materials.

30.10 The Consultant further agrees that by designation of the confidential/proprietary material, the Consultant shall defend the County (and its employees, agents and elected and appointed officials) against all claims and actions (whether or not a lawsuit is commenced) related to the Consultant's designation of the material as exempt from public disclosure and to hold harmless the County (and its employees, agents and elected and appointed officials) from any award to a plaintiff for damages, costs and attorneys' fees, incurred by the County by reason of any claim or action related to the Consultant's designation of material as exempt from public disclosure.

SECTION 31. Disclosure Of Litigation, Investigations, Arbitration or Administrative Decisions.

31.1 During the term of this Contract, or any extension thereto, the Consultant shall have the continued duty to disclose to the County Attorney, in writing, upon occurrence, all civil or criminal litigation, arbitration, mediation, or administrative proceeding involving the Consultant. If the existence of the proceeding causes the County concerns that the Consultant's ability or willingness to perform this contract is jeopardized, the Consultant may be required to provide the County with reasonable written assurance to demonstrate the Consultant can perform the terms and conditions of the Contract.

SECTION 32. Scrutinized Companies and Public Entity Crimes.

32.1 The Consultant is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Section 287.135, Florida Statutes, regarding Scrutinized Companies, and represents to County that the Consultant is qualified to transact business with public entities in Florida, and to enter into and fully perform this Contract subject to the provisions stated therein. Failure to comply with any of the above provisions will be considered a material breach of the Contract.

SECTION 33. Anti-Discrimination.

33.1 The Consultant agrees that it will not discriminate in employment, employee development, or employee advancement because of religious or political opinions or affiliations, race, color, national origin, sex, age, physical handicap, or other factors, except where such factor is a bonified occupational qualification or is required by State and/or Federal Law.

SECTION 34. Advertising.

34.1 The Consultant shall not publicly disseminate any information concerning this Contract without prior written approval from the County, including but not limited to, mentioning the Contract in a press release or other promotional material, identifying the County as a reference, or otherwise linking the Consultant's name and either description of this Contract or the name of the County in any material published, either in print or electronically, to any entity that is not a party this Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

SECTION 35. Notices.

35.1 All notices, demands, requests for approvals or other communications given by the parties to another in connection with this Contract shall be in writing, and shall be sent by registered or certified mail, postage prepaid, return receipt requested, or overnight delivery service (such as federal express), or courier service or by hand delivery to the office of each party indicated below:

County: Nassau County
 Attn: Planning Director
 96135 Nassau Place
 Yulee, Florida 32097

Consultant: Inspire Placemaking Collective, Inc.
Attn: George M. Kramer, AICP, LEED AP
4767 New Broad Street
Orlando, Florida 32814

SECTION 36. Attorney's Fees.

36.1 Notwithstanding the provisions of Section 30 hereinabove, in the event of any legal action to enforce the terms of this Contract each party shall bear its own attorney's fees and costs.

SECTION 37. Authority to Bind.

37.1 The Consultant represents and warrants that the Consultant's undersigned representative if executing this Contract of behalf of a partnership, corporation or agency has the authority to bind the Company to the terms of this Contract.

SECTION 38. Conflicting Terms, Representations and No Waiver of Covenants or Conditions.

38.1 In the event of any conflict between the terms of this Contract and the terms of any exhibits, the terms of this Contract shall prevail.

38.2 All representations, indemnifications, warranties and guaranties made by the Consultant in this Contract, as well as all continuing obligations indicated in this Contract, shall survive final payment and termination or completion of this Contract.

38.3 The failure of either party to insist on strict performance of any covenant or condition herein, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance.

38.4 The Consultant warrants that any goods provided by the Consultant under this Contract shall be merchantable. All goods provided shall be of good quality within the description given by the County, shall be fit for their ordinary purpose, shall be adequately contained and packaged with the description given by the County, shall conform to the agreed upon specifications, and shall conform to the affirmations of facts made by the Consultant or on the container or label.

SECTION 39. Construction of Contract.

39.1 The parties hereby acknowledge that they have fully reviewed this Contract and any exhibits and have had the opportunity to consult with legal counsel of their choice, and that this Contract shall not be construed against any party as if they were the drafter of this Contract.

SECTION 40. Headings.

40.1 The section headings and captions of this Contract are for convenience and reference of the parties and in no way define, limit or describe the scope or intent of this Contract or any part thereof.

SECTION 41. Entire Agreement and Execution.

41.1 This Contract, together with any exhibits, constitutes the entire Contract between the County and the Consultant and supersedes all prior written or oral understandings.

41.2 This Contract may be executed in any number of counterparts; each executed counterpart hereof shall be deemed an original; and all such counterparts, when taken together, shall be deemed to constitute one and the same instrument.

SECTION 42. Change of Laws.

42.1 If there is a change in any state or federal law, regulation or rule or interpretation thereof, which affects this Contract or the activities of either party under this Contract, and either

party reasonably believes in good faith that the change will have a substantial adverse effect on that party's rights or obligations under this Contract, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of this Contract. If the parties are unable to reach an agreement concerning the modification of this Contract within fifteen (15) days after the date of the notice seeking renegotiation, then either party may terminate this Contract by written notice to the other party. In such event, Consultant shall be paid its compensation for services performed prior to the termination date.

SECTION 43. Human Trafficking Affidavit.

43.1 In accordance with Section 787.06, Florida Statutes, the Consultant shall provide the County an affidavit, on a form approved by the County, signed by an officer or a representative of the Consultant under penalty of perjury attesting that the Consultant does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

SECTION 44. Liability for Design Professionals

44.1 This contract is made between CONSULTANT and COUNTY for the provision of professional services. Pursuant to Florida Statute § 558.0035, it is hereby stated that no individual employee or agent of CONSULTANT who performs design professional services, as defined in § 558.002, under this contract shall be held individually liable for negligence. This statement is made in uppercase font that is at least 5 point sizes larger than the

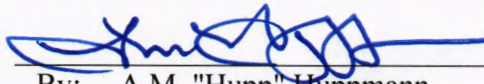
rest of the text. CONSULTANT shall maintain any professional liability insurance required under this contract. Any damages resulting from negligence shall be solely economic in nature and shall not extend to personal injuries or property not subject to this contract.

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Contract Tracking No. CM3913

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

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

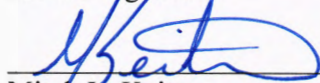


By: A.M. "Hupp" Huppmann

Its: Chairman

Date: 5-21-25

Attest as to authenticity of the
Chair's signature:



Mitch L. Keiter

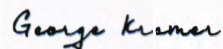
Its: Ex-Officio Clerk

Approved as to form and legality by the
Nassau County Attorney

Denise C. May, Esq., BCS

DENISE C. MAY

**INSPIRE PLACEMAKING COLLECTIVE,
INC.**



By: George M. Kramer, AICP, LEED AP

Its: President

Date: 5/8/2025

EXHIBIT "A" - TASK WORK ORDER PROPOSAL



April 28, 2025

Taco Pope
County Manager
Nassau County
96135 Nassau Place, Suite 1
Yulee, Florida 32097
tpope@nassaucountyfl.com

Reference: Nassau County - Comprehensive Plan Update

Dear Mr. Pope:

Inspire Placemaking Collective, Inc. (Inspire) appreciates the opportunity to submit this task work order proposal to provide planning services to address the evaluation and appraisal process and update the County's Comprehensive Plan. This proposed work order was prepared based on discussions with County staff on April 3, 2025. We understand the County has engaged in the evaluation and appraisal process with the state and has an October 1, 2025 deadline to complete the update. There are no sanctions associated with missing this deadline. Failure to transmit by October 1st will limit the County's ability to conduct County initiated amendments; however, privately initiated amendments can be processed. Ultimately, we understand that the County would like a full rewrite to incorporate the vision in the Comprehensive Plan that was developed in 2024 & 2025, through an extensive community engagement process.

Project Information

Inspire understands that the County submitted its evaluation and appraisal notification letter to the state in September of 2024 indicating that the Comprehensive Plan was in need of major amendments to address changes in legislation and changes in local conditions. Assuming a June start date, the County would have roughly 6 months to prepare the Evaluation and Appraisal (EAR) update for transmittal, before the end of the year. A more in-depth plan update will occur in Phase 2 to incorporate the community-based vision.

Scope of Services

Inspire proposes to offer the following services in two phases as part of this proposal:

PHASE 1 – EVALUATION AND APPRAISAL AMENDMENTS

Inspire will assist the County in the preparation of Evaluation and Appraisal amendments, which will address the minimum required adjustments based on changes in Florida Statutes and will be completed prior to the transmittal at the end of calendar year 2025.

We recommend the following approach to sufficiently address state statutes and prepare the County for the second phase that will advance community-vision in the plan.

TASK 1. Kick-off Meeting

Inspire will facilitate a kickoff meeting with County staff and Inspire's key team members at County Administration Building. Inspire will prepare a meeting agenda and project timeline for discussion and approval. At this meeting, project roles and assignments, project milestones, data collection, points of contact, and the overall schedule will be discussed. We will also discuss and clearly identify project deliverables and a process for County staff review. Following the meeting, Inspire will provide County staff with a summary of the items that were discussed.

As part of the initial kickoff agenda, Inspire will include a list of data needs. We will also discuss the best method for sharing and coordinating the data across our organizations.

TASK 2. Data Collection

Inspire will coordinate with staff to ensure specific information is provided (including from current and previous consultants and subconsultants) regarding existing documentation, including the native files from the visioning phase, current adopted goals, objectives and policies, data and analysis, water supply plan, future land use map, data and all Nassau County and consultant-generated files (native formats and final) related to the comprehensive plan (including but not limited to GIS, maps, InDesign, SketchUp, Illustrator, Photoshop, graphics, branding, marketing, etc.), past evaluation and appraisal report, and recent or pending plan amendments. As the data is collected, we will create a log of data received to ensure the information being utilized in the plan is current and accurate.

TASK 3. Implementation Focused Assessment

Inspire will conduct an implementation-focused assessment of the prior visioning phase. Planning staff members of the Inspire team will be in-person in Nassau County for a five-day period. Over the course of the week, the team will conduct a Nassau County directors meeting to open a line of communication with the departments that have direct involvement in the comprehensive plan, such as public works, transportation, parks and recreation, utilities, economic development, and others as needed.

As part of the assessment, Inspire will review and catalog the existing background data, vision materials, scenarios, GIS, and other information and analyses to get an understanding of the status of data and plan development to-date and to what extent certain activities have been completed.

During the in-person trip, Inspire will conduct a tour of the County to become familiar with the community and document the local context.

TASK 4. Population Projections

Inspire will revise the population projections prepared during the visioning exercise. To meet Florida Statutes, population projections are required to include permanent and seasonal population (BEBR only includes permanent) and should only address the unincorporated area as the County's comprehensive plan jurisdiction does not extend to the towns/city. The new projections will be presented to staff and at this point a determination of the appropriate projection will be made by the County's team. Please note that once the projections are approved, all of the elements will rely on these numbers moving forward.

TASK 5. State Statutes Matrix

Based on a thorough review of the comprehensive plan and changes in state statutes since 2010 (prior to the Community Planning Act), Inspire will create a matrix listing the changes in state statutes adopted since the last plan update. Inspire will identify if they have already been addressed or if changes are necessary to the goals, objectives, and policies, which will be organized by element. This matrix will provide the foundation of the breadth and scope of amendments to the comprehensive plan to meet the requirements of Section 163.3191, F.S.

TASK 6. Evaluation Based Amendments

After receiving confirmation from staff that the matrix is sufficient, Inspire will prepare the recommended amendments to the goals, objectives, and policies of each applicable element according to the matrix.

TASK 7. Data and Analysis Report

Recent changes to 163.3191 now require EAR updates to include at a minimum a 10-year planning period and a 20-year planning period. With the County's current horizon year as 2030, this will require new population projections at a minimum to 2045. In this case, due to the short timeframe, Inspire recommends completing a cursory update that will be presented in a supplemental memorandum with the requisite data and analysis out to 2045. During Phase 2, Inspire will update the entire plan by element to address the 2050 vision.

TASK 8. Approval Process

Inspire will present the recommended amendments to the Planning and Zoning Board during the Local Planning Agency public hearing on September 2, 2025. Following the LPA hearing, Inspire will present the amendments to the Board of County Commissioners at the transmittal hearing on September 22, 2025. After the 60-day state coordinated review period, Inspire will present the amendments to the Board of County Commissioners at the adoption hearing. Inspire will provide assistance in responding to FloridaCommerce Objections, Recommendations, and Comments (ORC).

PHASE 1 DELIVERABLES:

- Kick-off meeting summary
- Data Collection Memorandum
- State Statutes Matrix
- Evaluation & Appraisal Based GOP Amendments
- Data and Analysis Supplemental Memorandum
- Presentations to Planning & Zoning Board and Board of County Commissioners

PHASE 2 – 2050 COMPREHENSIVE PLAN UPDATE

TASK 1. Scenario Analysis

During the Visioning exercise, the County prepared multiple growth scenarios that utilized various assumptions to formulate each scenario. Inspire will analyze the data to determine the best way forward in transitioning the preferred scenario to a future land use map (FLUM) that encapsulates the growth projections and desired outcome.

Utilizing the preferred scenario, Inspire will create a computer-aided visualization and/or modeled development rendering (e.g., CityEngine, ArcUrban, etc.) that provides a visual demonstration of the proposed land use scheme. This visualization exercise will provide the community with a graphical representation of the future potential of the change in density or intensity of land use.

TASK 2. Future Land Use Workshop

Inspire will facilitate a discussion with County staff to understand the current future land use scheme and how the County might transition to a FLUM that is achievable and vision based. This task will also serve as the start of the dialogue with the community in sharing what potential changes to FLUM may occur during this update.

PHASE 2, TASK 1 AND 2 DELIVERABLES:

- Computer-aided visualization and/or modeled development rendering
- Materials, summary, and revisions supporting and resulting from the Future Land Use Workshop

TASK 3. BOCC Kickoff

Inspire will officially launch the second phase of the project with a presentation to the Board of County Commissioners during a regularly scheduled meeting. In coordination with County staff, Inspire will prepare a clear and concise presentation that outlines the objectives and approach for Phase Two. The purpose of this meeting is to present the project scope, review the proposed schedule, outline the update strategy aligned with the community's vision, and engage in discussion with the Board to answer any questions and ensure alignment moving forward.

PHASE 2, TASK 3 DELIVERABLES:

- Kickoff Presentation

TASK 4. Project Website

Inspire's Graphic Design Team will collaborate with County Staff to continue use of the project website for informing and continuing to engage the community. This includes utilizing the site to engage the public in the new future land use map and categories and offer interactive opportunities for the community to provide feedback on specific plan updates that will be rolled out during the course of the second phase. Input received will be cataloged and will provide a basis for discussion with County staff and potential revision to the plan update. To promote the project website, Inspire will coordinate with the County Staff to develop a branded digital posts using the County's preferred social media platforms.

PHASE 2, TASK 4 DELIVERABLES:

- Project Website Updates
- Social Posts

TASK 5. Update Data and Analysis

Utilizing most of the datasets from the required EAR update and the approved projections, Inspire will prepare Data and Analysis sections for each element of the County's comprehensive plan elements. This will include updates to the following elements:

- Transportation Element
- Recreation and Open Space Element
- Public School Facilities Element
- Public Facilities Element
- Economic Development Element
- Housing Element
- Conservation Element
- Coastal Management Element
- Regional Coordination Element
- Future Land Use Element
- Rural Preservation Element (TBD)
- Capital Improvements Element
- Property Rights Element (No Data Required)

Future and existing deficits will be identified in the transportation network, utilities, parks, and infrastructure systems. The housing inventory will be analyzed to understand the current conditions and trends. This information will form the quantitative basis for the update of the goals, objectives, and policies – while the visioning process will become the qualitative basis. The Future Land Use Map series will be updated to reflect the current unincorporated area and any other changes since the last Comprehensive Plan update. Additionally, Inspire will analyze joint planning activities for its potential impact on growth in the County, if or when extraterritorial areas are annexed.

Recently crafted plans will be evaluated and incorporated as applicable. These include:

- Vision 2032

- Western Nassau Heritage Plan
- Parks and Recreation Open Space Master Plan
- Timber To Tides Design Overlay
- William Burgess Overlay District
- Nassau County Strategic Plan
- East Nassau Community Planning Area Sector Plan
- Septic to Sewer Plans
- Corridor Overlays
- North Florida TPO Long Range Transportation Plan
- Stormwater Master Plan
- Mobility Plan

PHASE 2, TASK 5 DELIVERABLES:

- Draft Data & Analysis for each element, reviewed and revised, collaboratively between Inspire and County staff, in accordance with the project schedule
- Draft Maps (including future land use map (FLUM) series and future transportation map series (FTMS) – required by Florida Statutes)

TASK 6. Update Goals, Objectives, and Policies (GOPs)

Following the completion of the visioning process and the data and analysis, the goals, objectives, and policies of the comprehensive plan will be amended (utilizing strike-through and underline) to incorporate the County's vision, address deficiencies, and establish a framework for the future of Nassau through 2050. The following elements (see Task 5 above) comprise the County's adopted Plan. Inspire will track any goals, objectives, and policies that may deserve migration to other County planning or regulatory documents.

PHASE 2, TASK 6 DELIVERABLES:

- Draft Goals, Objectives, and Policies, reviewed and revised, collaboratively between Inspire and County staff, in accordance with the project schedule
- Summary list of any goals, objectives, or policies to be relocated to other plans or regulatory documents.

TASK 7. Sharing Amendments

When the draft Data & Analysis and GOPs are finalized and approved by staff, Inspire recommends spending time with the community to share the changes to the Plan. Inspire will facilitate up to six (6) open houses, in multiple locations, and share the highlights of the changes to each of the elements and provide an opportunity for the community to provide input on the updated Plan. Inspire will also post the drafts on the project website for a set period of time for input, including the ability for online commenting and gathering perspectives. At the conclusion of this process, Inspire will coordinate with staff to evaluate the input received and determine what changes are necessary. Major, novel, or innovative recommendations will be vetted with County staff for implementation feasibility prior to inclusion into the Plan. The County will be responsible for the procurement of venues for each of the six (6) open houses.

In addition to the open houses, Inspire will participate in up to three (3) community pop-up events throughout the County to expand public engagement around the comprehensive plan update. These events may include seasonal festivals or other well-attended gatherings. An interactive activity will be designed to introduce attendees to the plan update and encourage further participation. The goal is to drive traffic to the project website and maintain public involvement throughout the adoption process.

As part of the outreach sharing the Plan and in addition to the computer-aided visualization and/or modeled development rendering, Inspire will develop an online ESRI Storymap that will allow residents to interactively engage with the plan. This living plan will be the online equivalent of an executive summary, focusing on the broad strokes and main themes of the Plan and the future land use map. Inspire will also develop a video clip (or short series of clips) to share the final product with the public in a multi-media approach to release and outreach.

PHASE 2, TASK 7 DELIVERABLES:

- Open House Materials
- Online ESRI Storymap
- Pop-Up Event Activity
- Video clip(s)
- Draft Changes to the Plan

TASK 8. Approval Process

After the plan has been reviewed by County staff and is acceptable (up to two rounds of revision anticipated) to advance to the adoption phase, Inspire will attend and present the new Comprehensive Plan at the following meetings:

- a) **Planning & Zoning Board (Local Planning Agency):** Inspire will present the draft Comprehensive Plan to the PZB (Local Planning Agency) at an advertised public hearing. Any input received will be incorporated into the Plan, to be presented to the BOCC.
- b) **Board of County Commissioners:** Inspire will present the draft Comprehensive Plan to the BOCC at the transmittal hearing.
- c) **State Agency Review:** Based on this approach, the plan will be reviewed by state agencies through the expedited review process, which provides for a 30-day review period. Following the review period, reviewing agencies will provide comments to the County directly. Inspire will provide assistance in responding to FloridaCommerce Objections, Recommendations, and Comments (ORC).
- d) **Agency Comments:** Inspire will update the draft to incorporate comments received from state agencies at the County's discretion.
- e) **Board of County Commissioners Adoption:** Inspire will present the final Comprehensive Plan to the BOCC at the adoption hearing.

Following adoption of the plan, Inspire will develop a dashboard that highlights the tasks by element. The tasks will include the policy number, a description of the tasks, responsible department and a timeframe or status bar for completion of each task. The dashboard will be integrated into the County's current webpage and feature the Nassau 2050 branding.

This interactive, web-based tool will provide a transparent and user-friendly platform for tracking the implementation of a community's comprehensive plan. By clearly communicating progress to the public, stakeholders, and decision-makers, the dashboard enhances accountability, supports informed planning decisions, and helps ensure that the plan remains a living, adaptable document responsive to community needs.

PHASE 2, TASK 8 DELIVERABLES:

- Presentation at specified meetings
- Draft Changes to the Plan
- Agency Coordination
- Finalized Plan
- Online Dashboard

Fee

Our professional fee for the above-described services shall be a lump sum to be invoiced monthly on a percent complete basis per the following fee schedule.

Task	Fee
Phase 1: Evaluation and Appraisal (EAR) Amendments	
Task 1. Kick-off Meeting	\$15,000
Task 2. Data Collection	\$46,890
Task 3. Implementation Focused Assessment	\$94,265
Task 4. Population Projections	\$46,540
Task 5. State Statutes Matrix	\$65,450
Task 6. Evaluation Based Amendments	\$74,850
Task 7. Data and Analysis Report	\$89,750
Task 8. Approval Process	\$35,890
Subtotal	\$468,635
Phase 2: Comprehensive Plan Update	
Task 1. Scenario Analysis	\$65,425
Task 2. Future Land Use Workshop	\$36,895
Task 3. Kick-off Meeting & Data Collection	\$24,602
Task 4. Project Website	\$55,890
Task 5. Update Data and Analysis	\$225,683
Task 6. Update 2050 Goals, Objectives, and Policies (GOPs)	\$189,450
Task 7. Sharing Amendments	\$75,658
Task 8. Approval Process	\$55,890
Subtotal	\$729,493
TOTAL	\$1,198,128

Included in the above fees are reimbursable expenses incurred on the project's behalf, including mileage, printing, plotting, photocopies, reproduction, postage, express mail and/or courier services.

Inspire will bill monthly for all work performed and expenses incurred on the project's behalf.

Should conditions be encountered such that additional services appear to be in the best interest of the project, we will contact you with our recommendations prior to proceeding with any services beyond the scope of this proposal. We will not exceed this proposal amount without written authorization from you.

Work products and deliverables that are generated as part of this project will be owned by the County.

Additional Services

Any request by the County to complete tasks not contained in this Scope of Services will be deemed as Additional Services to this Agreement. Additional Services may be provided, if requested by the Client and agreed to by Inspire, for a negotiated lump sum or at hourly billing rates, as identified by Inspire's attached Schedule of Hourly Rates.

Schedule

The proposed services will be completed within **eighteen (18) months** from the issuance of a notice to proceed. This timeline is predicated upon initiation of services on or before June 9th, 2025 and completion of EAR amendments (Phase 1) by the end of the year is contingent on this timeframe.

Exclusions

Without intending to provide an exhaustive list or description of all services or potential services that may be required and that Inspire can provide, the following services are specifically excluded from this proposal:

- Updating the Land Development Code or related ordinances
- Updating development review procedures
- Illustrative renderings, 3D graphic imagery, and perspective renderings
- Developing new elements not included in this proposal
- Preparing small area plans

Authorization

When issuing a purchase order, please specifically reference this proposal date. Your purchase order will be an authorization to proceed with the performance of our services.

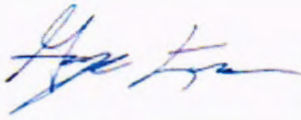
Closure

We appreciate the opportunity to be of service to the County. If you have any questions regarding the outlined scope of services, or if we may be of further assistance, please do not hesitate to contact us.

Sincerely,

Inspire Placemaking Collective, Inc.

Nassau County – Comprehensive Plan Update

A handwritten signature in blue ink, appearing to read 'George M. Kramer'.

George M. Kramer, AICP, LEED AP
President

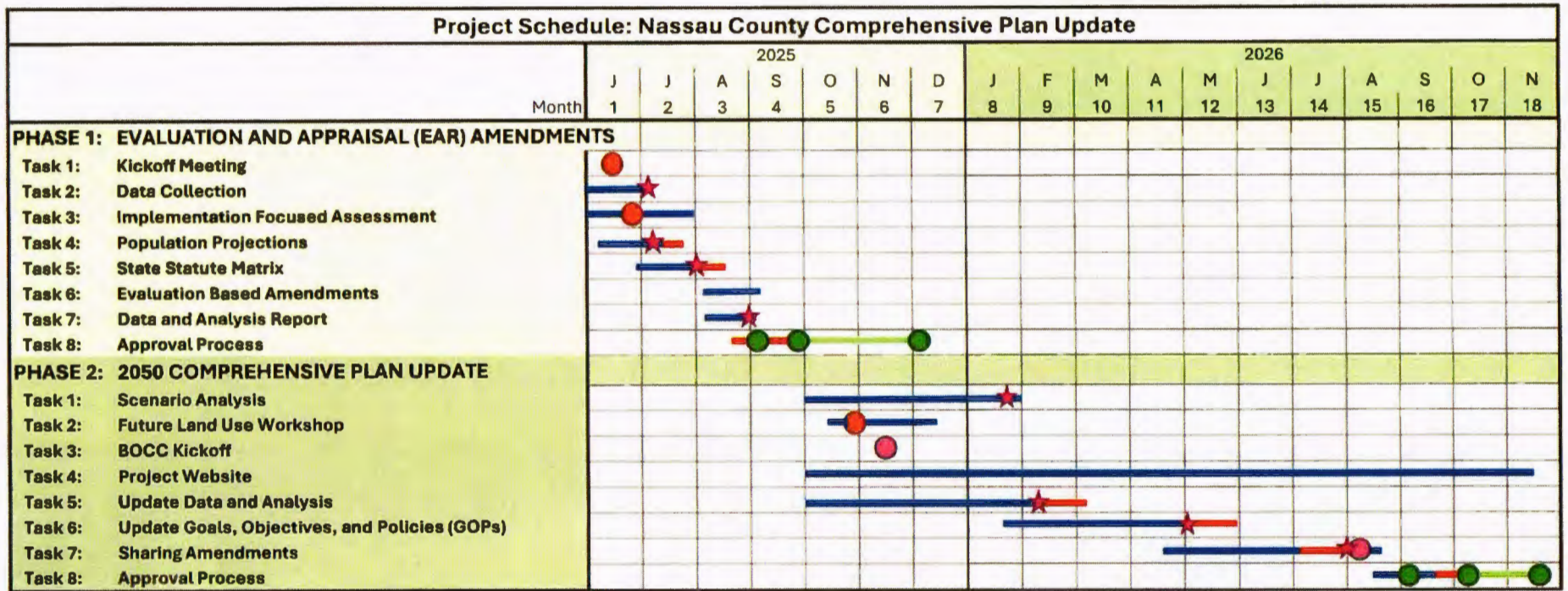
Attachments:

- Inspire Schedule of Hourly Rates 2025
- Project Schedule



SCHEDULE OF HOURLY RATES
2025

Classification	Hourly Rates
Principal:	\$ 200.00 to \$ 350.00
Project Manager:	\$ 165.00 to \$ 225.00
Deputy Project Manager:	\$ 130.00 to \$ 165.00
Senior Landscape Architect/Senior Planner:	\$ 145.00 to \$ 210.00
Senior Graphic Designer:	\$ 135.00 to \$185.00
Landscape Architect/Urban Designer/Planner:	\$ 100.00 to \$ 165.00
Landscape Designer/Planning Technician:	\$ 90.00 to \$ 130.00
Graphic Designer:	\$ 75.00 to \$ 130.00
Professional Interns:	\$70.00 to \$90.00
Administrative	\$ 55.00 to \$ 85.00



GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS

COMMERCIAL GENERAL LIABILITY INSURANCE

The Vendor/Contractor shall purchase and maintain at the Vendor/Contractor'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 Vendor/Contractor shall purchase and maintain at the Vendor/Contractor'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 Vendor/Contractor shall purchase and maintain at the Vendor/Contractor'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 Vendor/Contractor, 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 Vendor/Contractor.

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 –	\$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.

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

Certificates of Insurance and the insurance policies required for this Agreement shall contain –

- **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.**
 - **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 for construction related contracts –**
 - **Additional Insured Endorsement must include Ongoing and Completed**
 - **CGL policy shall not be endorsed with Contractual Liability Limitation Endorsement or Amendment of Insured Contract Definition**
 - **CGL policy shall include broad form contractual liability coverage for the Contractors covenants to and indemnification of the Authority under this Contract**
- **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.**
- **Provision that policies, except Workers' Compensation, are primary and noncontributory.**

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

All 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, Vendor/Contractor shall submit an additional Certificate of Insurance evidencing continuation of such coverage.

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

The insurance requirements set forth herein shall in no way limit Vendor/Contractors 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 Vendor/Contractor's right under any policy with higher limits, and no policy maintained by the Vendor/Contractor shall be construed as limiting the type, quality or quantity of insurance coverage that

Vendor/Contractor should maintain. Vendor/Contractor 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 Vendor/Contractor or any Sub-Vendor/Contractor contains deductible(s), penalty(ies) or self-insured retention(s), the Vendor/Contractor or Sub-Vendor/Contractor 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 Vendor/Contractor to fully and strictly comply at all times with the insurance requirements set forth herein shall be deemed a material breach of the Agreement.