

PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET

Procurement/Contract/Lease Number: C19-2767-PW Tracking Number: 4964-23
Procurement/Contractor/Lessee Name: HOR Engineering Grant Funded: YES NO
Purpose: 3rd Amendment
Date/Term: 10-31-2028
Department #: 732040
Account #: 563159
Amount: _____
Department: PW Dept. Monitor Name: Aub

1. GREATER THAN \$100,000
2. GREATER THAN \$50,000
3. \$50,000 OR LESS

Purchasing Review
Procurement or Contract/Lease requirements are met: DeRita Mason Date: 9-21-23
Purchasing Manager or designee: _____ DeRita Mason, Erin Poole, Amber Hammonds

2CFR Compliance Review (if required)
Approved as written: see email attached Title Name: Trinuph
Grants Coordinator: _____ Suzanne Ulloa Date: _____

Risk Management Review
Approved as written: see email attached Date: 9-26-23
Risk Manager or designee: _____ Lydia Garcia

County Attorney Review
Approved as written: see email attached Date: 9-26-23
County Attorney: _____ Lynn Hoshihara, Kerry Parsons or Designee

Department Funding Review
Approved as written: _____ Date: _____

IT Review (if applicable)
Approved as written: _____ Date: _____

Amber Hammonds

To: DeRita Mason
Subject: RE: TRIUMPH HDR Contract, Third Amendment to C19-2767-PW

From: Suzanne Ulloa <sulloa@myokaloosa.com>
Sent: Friday, September 29, 2023 4:39 PM
To: DeRita Mason <dmason@myokaloosa.com>
Cc: Jane Evans <jevans@myokaloosa.com>
Subject: TRIUMPH HDR Contract, Third Amendment to C19-2767-PW

DeRita,

This amendment to your 2018 bid is approved with the below outlined minor additions / corrections, I'm unsure how to best make these additions to this short Amendment document.

If this engineer may charge upwards of \$250,000 on this amended contract, it must be pre-approved by Triumph per the grant agreement

Per page 8 of the grant agreement:

5.7 Contracts. Triumph shall have the right to review and approve any contracts (“Contracts”) (including bid process and bid documents and the CMAR, Design-Build contract, or Design-Bid-Build contract) in excess of \$250,000 that will be paid for, in whole or part, with Grant funds. Triumph shall have fifteen (15) days from receipt thereof to approve or disapprove such Contracts. Triumph’s failure to approve or disapprove a Contract within said fifteen (15) days shall be deemed approval. The parties acknowledge that, as a result of the time parameters required for the Project, Grantee has already entered into various consultant Contracts to provide preliminary services as to the Project. In addition, any proposed amendments or change orders to previously approved Contracts in excess of \$250,000 must be approved by Triumph before Grantee executes or obligates itself in any manner thereunder. Triumph shall have fifteen (15) days from receipt of a proposed amendment, or change order to notify Grantee of its approval or disapproval of such amendment, or change order. If Triumph fails to approve or disapprove of an amendment or change order within such fifteen (15) day period, the subject amendment or change order shall be deemed approved. Triumph also reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of same.

The Grant Agreement gives this address for approvals, and no email:

Triumph Gulf Coast, Inc.
P.O. Box 12007
Tallahassee, FL 32317
Attention: Executive Director

If not, the agency can disapproving our request for reimbursement apparently:

4.2 (page 4 – 5)

Reasons for disapproving a Request for Funding must include one or more of the following:

(o) One or more of the contracts previously approved or deemed approved by Triumph have been modified, amended, or terminated, or have been subject to a change order, without the prior written consent or deemed approval of Triumph; provided, however, that any change order under \$250,000 shall not be subject to approval under this

Agreement;

The following indemnification clause is required to be added verbatim the contracts

Per page 9 of the grant agreement:

5.11 Contractual Indemnities. Grantee shall include or cause to be included the following indemnification in the Contracts and all other contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:

“The contractor/subcontractor/consultant/subconsultant shall indemnify, defend, save and hold harmless Triumph Gulf Coast, Inc., a Florida not-for-profit corporation, Grantee, a public body corporate, and all of its officers, directors, agents and employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor / subcontractor/ consultant/ and its officers, agents or employees.”

THE ORIGINAL BID ONLY READ

INDEMNIFICATION & HOLD HARMLESS

Contractor shall indemnify and hold harmless the County and City of Crestview, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

Note: For Contractor’s convenience, this certification form is enclosed and is made a part of the bid package.

5.4. Indemnification. CONTRACTOR to the fullest extent permitted by law, shall indemnify and hold harmless the COUNTY and CITY OF CRESTVIEW, its officers and employees for any claims, damages, losses, and costs, including, but not limited to, reasonable attorney’s fees and litigation costs, arising out of claims by third parties for property damage or bodily injury, including death, to the proportionate extent caused by the negligence or willful misconduct of CONTRACTOR, CONTRACTOR’s employees, affiliated corporations, and subcontractors in connection with Services performed The Parties further agree that nothing contained herein is intended to nor shall be construed a waiver of the COUNTY and CITY OF CRESTVIEW rights and immunities under Section 768.28. Florida Statutes, as amended from time to time.

It would be advisable to amend the Record Retention requirement to 8 years

Per page 12 of this grant agreement:

Records of costs incurred under terms of this Agreement shall be maintained in the Project account and made available upon request to Triumph at all times during the period of this Agreement and for eight (8) years after final payment of the Grant is made. Copies of these documents and records shall be made available to Triumph upon request. Records of costs incurred include Grantee's general accounting records and the Project records, together with supporting documents and records, of Grantee and all consultants performing work on the Project and all other records of Grantee and consultants considered necessary by Triumph for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the eight (8) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

DeRita Mason

From: Lynn Hoshihara
Sent: Monday, September 25, 2023 1:26 PM
To: DeRita Mason
Cc: Kerry Parsons; Odessa Cooper-Pool; Jacqueline Matichuk; Suzanne Ulloa
Subject: Re: HDR Second Amendment to Contract C19-2767-PW
Attachments: 2nd Amendment C19-2767-PW_DRAFT 9.25.23.docx

DeRita,

With the attached changes, this is approved.

Lynn

Lynn M. Hoshihara
County Attorney
Okaloosa County, Florida

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: DeRita Mason
Sent: Thursday, September 21, 2023 3:07:37 PM
To: Lynn Hoshihara
Cc: Kerry Parsons; Odessa Cooper-Pool; Jacqueline Matichuk; Suzanne Ulloa
Subject: FW: HDR Second Amendment to Contract C19-2767-PW

Good afternoon,
Please review and approve the attached.
Note: It is funded by Triumph

Thank you,

DeRita Mason



DeRita Mason, CPPO, CPPB, NIGP-CPP
Purchasing Manager
Okaloosa County Purchasing Department
5479A Old Bethel Road

DeRita Mason

From: Odessa Cooper-Pool
Sent: Tuesday, September 26, 2023 10:56 AM
To: DeRita Mason; Lynn Hoshihara
Cc: Suzanne Ulloa
Subject: RE: HDR Second Amendment to Contract C19-2767-PW
Attachments: 2nd Amendment C19-2767-PW_DRAFT 9.25.23.docx

Hello DeRita,

The HDR Second Amendment to Contract C19-2767-PW has been reviewed and is approved by Risk Management for insurance purposes.

Thank you,

Odessa Cooper-Pool

Public Records & Contracts Specialist | Risk Management
Okaloosa County BCC
302 N. Wilson Street, Crestview, FL 32536
Office: 1-850-689-4111



“And, when you want something, all the universe conspires in helping you to achieve it.”— Paulo Coelho, *The Alchemist*

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From: DeRita Mason <dmason@myokaloosa.com>
Sent: Tuesday, September 26, 2023 8:06 AM
To: Odessa Cooper-Pool <ocooperpool@myokaloosa.com>; Lynn Hoshihara <lhoshihara@myokaloosa.com>
Cc: Suzanne Ulloa <sulloa@myokaloosa.com>
Subject: RE: HDR Second Amendment to Contract C19-2767-PW

Odessa,
See updated per your request.

DeRita Mason



BOARD OF COUNTY COMMISSIONERS AGENDA REQUEST

DATE: January 2, 2024
TO: Honorable Chairman and Distinguished Members of the Board
FROM: Jason Autrey
SUBJECT: Amendment 3 to Contract for Program Management Services for Southwest Crestview Bypass Project
DEPARTMENT: Public Works
BCC DISTRICT: 3

STATEMENT OF ISSUE: Request approval of Amendment 3 to contract C19-2767-PW with HDR Engineering, Inc. to extend term of agreement and update rates for Program Management Services for the Southwest Crestview Bypass Project.

BACKGROUND: On January 2, 2019 the County entered into an agreement (C19-2767-PW) with HDR Engineering, Inc. for Program Management Services for the Southwest Crestview Bypass Project. On February 19, 2019 to amend for corrected rates for years 2019-2023. On December 17, 2019 the second amendment incorporated the negotiated rates for 2019-2023. The third amendment will renew the term of the contract to October 31, 2028.

The terms of the contract are such that, upon mutual consent of both parties, the contract term may be renewed for one (1), two (2) year period. However, the contract language is different from the renewal language included in the RFQ PW 08-19 which allowed for one (1) additional five (5) year term. HDR Engineering, Inc. serves as the Program Management Company for the Southwest Crestview Bypass Project and the renewal provision as stated in RFQ PW 08-19 is consistent with the anticipated completion time frame necessary for the services of Program Management for the project.

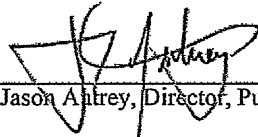
The effective date of this amendment 3 will be retroactive to November 1, 2023 and shall expire no later than October 31, 2028. If any construction or outstanding claims are incomplete as of this date, the term can be extended by mutual consent of both parties, not to exceed six (6) months after final payment to the contractor or resolution of any outstanding claims. This amendment 3 will also update negotiated wage rates proposed for years 2024-2026.

Work contemplated under this contract may be eligible for reimbursement via the grant with Triumph Gulf Coast (TGC). As such, TGC has reviewed this amendment and has given their approval. Though no additional work is authorized by and no additional monies are committed under this amendment, the amendment will make adjustment to the reimbursement rates for on-going, task order work.

FUNDING SOURCE:
Department #732040
Account #563159 (ST000009)
Department #3219
Account #563159 (ST000009)

OPTIONS: Approve/Deny

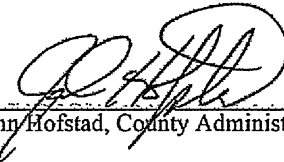
RECOMMENDATIONS: Motion to approve Amendment 3 to contract C19-2767-PW with HDR Engineering, Inc., for Program Management Services for the Southwest Crestview Bypass Project, adjusting contract time and updating rates.



Jason Ahrey, Director, Public Works

12/18/2023

RECOMMENDED BY:



John Hofstad, County Administrator

12/19/2023

APPROVED BY:



**THIRD AMENDMENT TO THE AGREEMENT BETWEEN OKALOOSA COUNTY,
FLORIDA AND HDR ENGINEERING, INC.
CONTRACT NO. C19-2767-PW**

This Third Amendment to the Agreement between Okaloosa County, a political subdivision of the State of Florida (the "County"), and HDR Engineering Inc., (the "Contractor") executed this 2nd day of January, 2024, is made a part of the original Agreement dated January 2, 2019, Contract No. C19-2767-PW (the "original Agreement"), incorporated herein by reference. The County and Contractor hereby agree as follows:

1. **OPTION TO EXTEND.** The parties hereby wish to exercise their option to extend the original Agreement for one (1) additional five (5) year term in accordance with the Guidelines for Request for Qualifications RFQ PW 08-19. Article 1.3, "TERM OF AGREEMENT" of the original Agreement allowed for a renewal of one (1) two (2) year period upon mutual consent of both Parties. However, this differed from the renewal language included in the RFQ which allowed for one (1) additional five (5) year term. The Contractor serves as the Program Management Company for the Southwest Crestview Bypass Project and the renewal provision as stated in RFQ PW 08-19 is consistent with the anticipated completion timeframe needed for the services of Program Management for the project.
2. **EFFECTIVE DATE OF EXTENDED TERM.** The Effective Date of this Amendment shall commence on November 1, 2023 and shall expire no later than October 31, 2028 however, if the construction or any outstanding claims are incomplete as of this date, the term may be extended by mutual consent of both parties. The extended term is not to exceed six (6) months following final payment to contractor or resolution of any outstanding claims.
3. **INDEMNIFICATION.** Article 5.4 of the original Agreement is repealed in its entirety and replaced with the following:

5.4 To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the Okaloosa Board of County Commissioners, the City of Crestview, the Florida Department of Transportation, and its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by negligence, recklessness, or intentional wrongful misconduct of Contractor in the performance of this Contract. In addition, Contractor and any subconsultant shall indemnify, defend, save and hold harmless Triumph Gulf Coast, Inc, a Florida not-for-profit corporation, from any liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the Contractor or any subconsultant and its officers, agents or employees.
4. **AUDIT AND RECORD KEEPING.** Article 14.1.5 of the original Agreement is repealed in its entirety and replaced with the following:

14.1.5 The County and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions and requirements of this Contract and such right shall extend for a period of eight



(8) years after the termination of the Contract. The Contractor shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied.

5. **COMPENSATION.** The fully loaded hourly rates for the following classifications from Exhibit "A" of this Amendment shall go into effect beginning the first pay period following the effective date of this Amendment. Renegotiation of rates may occur after year three (3).
6. **PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES.** Pursuant to Florida Statutes Section 215.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the County's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018.

Any contract entered into or renewed after July 1, 2018 shall be terminated at the County's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Contractors must submit the certification that is attached to this agreement as Exhibit "B". Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

7. **CHANGE ORDERS AND AMENDMENTS.** A new Article 8.3 is hereby added to the original Agreement as follows:

Any proposed amendments or change orders in excess of \$250,000 must be approved by Triumph before the County executes such amendment or change order.

8. **INSURANCE.** Effective for the term of renewal, the parties wish to amend Section 12 of the original Agreement "Insurance Requirements" and replace with Exhibit "C" of this Amendment.
9. **OTHER PROVISIONS REMAIN IN EFFECT.** Except as specifically modified herein, all terms and conditions of the original Agreement between the parties, dated January 2, 2019 and any amendments thereto, shall remain in full force and effect.
10. **CONFLICTING PROVISIONS.** The terms, statements, requirements, or provisions contained in this Amendment shall prevail and be given superior effect and priority over any conflicting or inconsistent terms, statements, requirements or provisions contained in any other document or attachment.



IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day and year first written above.

HDR ENGINEERING, INC.

Katie E. Duty
Signature

TITLE: Vice President

Katie E. Duty
Print Name

ATTEST:

OKALOOSA COUNTY, FLORIDA

J.D. Peacock, II
J.D. Peacock, II, Clerk

BY: Paul Mixon
Paul Mixon, Chairman



**HDR Wage Rates (Program Management for
Southwest Crestview Bypass) Updated 8/24/2023**

<u>Classification</u>	Proposed 2024-2026 Rates
<u>Management Staff</u>	
Program Manager	\$325.00
Chief Engineer	\$275.00
<u>Professional Staff</u>	
Project Manager	\$260.00
Construction Resident Engineer	\$250.00
Senior Professional Engineer	\$245.00
Senior Planner	\$210.00
Project Engineer	\$180.00
Engineering Intern	\$115.00
Senior Designer	\$125.00
Senior Environmental Scientist	\$180.00
<u>Technical Staff</u>	
Senior Real Estate Agent	\$150.00
<u>Field Staff</u>	
Project Administrator	\$155.00
Construction Contract Support Spe	\$115.00
Senior Construction Inspector	\$110.00
Construction Inspector	\$90.00
<u>Administrative Staff</u>	
Accounting/Admin	\$105.00

Note 2: Renegotiation will occur after year 3



Exhibit "B"

Vendors on Scrutinized List

VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate HDR Engineering, Inc., the bid proposer, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may disqualify the bid proper immediately or immediately terminate any agreement entered into for cause if the bid proposer is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the bid proposer has submitted a false certification, the County will provide written notice to the bid proposer. Unless the bid proposer demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the bid proposer. If the County's determination is upheld, a civil penalty shall apply, and the bid proposer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by bid proposer.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: 10/16/2023 SIGNATURE: Katie E. Duty

COMPANY: HDR Engineering, Inc. NAME: Katie E. Duty
(Typed or Printed)

ADDRESS: 4830 W. Kennedy Blvd. TITLE: Vice President
Suite 400
Tampa, FL 33609
E-MAIL: katie.duty@hdrinc.com

PHONE NO.: 813.282.2300



Exhibit "C "

GENERAL SERVICES INSURANCE REQUIREMENTS FOR
PROFESSIONAL LIABILITY

CONTRACTORS INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and the certificate of insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida and having a minimum rating of A, Class X in the Best Key Rating Guide published by A.M. Best & Co. Inc.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. With the exception of Workers' Compensation policies, the County shall be shown as an Additional Insured with Endorsement for each policy on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies (redacted if necessary) of any insurance policies to document the insurance coverage specified in this Agreement.
7. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contractor
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.



WORKERS' COMPENSATION INSURANCE

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.
2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage and a Waiver of Subrogation in favor of the County on the Certificate of Insurance. If there is an existing approved State of Florida Exemption for Workers' Compensation it must be provided to Okaloosa County.

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Contractor shall carry Commercial General Liability insurance against all claims for Bodily Injury, Property Damage and Personal and Advertising Injury liability caused by the Contractor.



2. Commercial General Liability coverage shall include the following:
 - 1.) Premises & Operations Liability
 - 2.) Bodily Injury and Property Damage Liability
 - 3.) Independent Contractors Liability
 - 4.) Contractual Liability
 - 5.) Products and Completed Operations Liability
3. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

PROFESSIONAL LIABILITY and/or ERRORS AND OMISSIONS LIABILITY

Coverage must be afforded for Wrongful Acts, errors or omissions committed by the Contractor or its employees in performing its professional services under this contract. Contractor must keep insurance in force until the third anniversary of expiration of this agreement or the third anniversary of acceptance of work by the County.

INSURANCE LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer’s liability with limits as prescribed in this contract:

		<u>LIMIT</u>
1.	Workers’ Compensation	
	1.) State	Statutory
	2.) Employer’s Liability	\$500,000 each accident
2.	Business Automobile	\$1M each accident (A combined single limit)
3.	Commercial General Liability	\$1M each occurrence for Bodily Injury & Property Damage \$1M each occurrence Products and completed operations



- | | |
|------------------------------------|----------------------|
| 4. Personal and Advertising Injury | \$1M each occurrence |
| 5. Professional Liability (E&O) | \$1M each claim |

NOTICE OF CLAIMS OR LITIGATION

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

CERTIFICATE OF INSURANCE

1. Certificates of Insurance indicating the project name, number, evidencing all required coverage, and if applicable any State of Florida approved Workers' Compensation Exemption must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County BCC, 5479-A Old Bethel Road, Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10) days' prior written notice if cancellation is for nonpayment of premium).
3. In the event that the insurer is unable to accommodate the cancellation notice Requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and Addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.



5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection.
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

GENERAL TERMS

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its employees under all the foregoing policies of insurance.

EXCESS/UMBRELLA INSURANCE

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an EXCESS/UMBRELLA insurance policy. In all instances, the combination of primary and EXCESS/UMBRELLA liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.