

**AGREEMENT FOR PROFESSIONAL DESIGN SERVICES FOR THE SR200/A1A
CORRIDOR DESIGN PLAN
NASSAU COUNTY, FLORIDA**

THIS AGREEMENT made and entered into this 22nd day of October, 2018, by and between the Board of County Commissioners of Nassau County, a political subdivision of the State of Florida, hereinafter referred to as "County", and GAI Consultants, Inc., a Florida Profit Corporation, whose principle office address is located at 618 E. South Street, Suite 700, Orlando, Florida 32801, hereinafter referred to as "Consultant":

WHEREAS, the County desires to obtain Professional Design Services specifically for the SR200/A1A Corridor Design Plan Project; and

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

WHEREAS, the Consultant desires to render Professional Design Services as described in the Scope of Services, and has the qualifications, experience, staff and resources to perform those services; and

WHEREAS, the County, through a competitive selection process conducted in accordance with the requirements of law and County policy has determined that it would be in the best interest of the County to award a contract to Consultant for the rendering of those services described in the Scope of Services.

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

Initials PCS

ARTICLE 1 - EMPLOYMENT OF CONSULTANT

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

ARTICLE 2 - SCOPE OF SERVICES

Consultant shall provide Professional Design Services in accordance with the Scope of Services set forth in Attachment "A", attached hereto and incorporated by reference, and any additional services as may be specifically designated and additionally authorized by the parties.

ARTICLE 3 - THE COUNTY'S RESPONSIBILITY

Except as provided in the Scope of Service, the County's responsibilities are to furnish required information, services, render approvals and decisions as necessary for the orderly progress of Consultant's services. The County hereby designates the Planning and Economic Opportunity Department to act on the County's behalf with respect to the Scope of Services. The Nassau County Planning and Economic Opportunity Director, under the supervision of the County Manager, shall have complete authority to transmit instructions, receive information, interpret and define County's policies and decisions with respect to materials, elements and systems pertinent to Consultant's services.

ARTICLE 4 - TERM OF AGREEMENT

The term of this Agreement shall not exceed 14 Months from the date first written. The performance period of this Agreement may be extended upon mutual agreement

between both parties. Any extension of performance period under this provision shall be in the County's best interest and sole discretion. Any Agreement or amendment to the Agreement shall be subject to fund availability and mutual written agreement between the County and Consultant.

ARTICLE 5 - COMPENSATION

5.1 The County shall pay Consultant in accordance with the provisions contained in the "Fee Schedule" listed on Page 9 of the Scope of Services, attached hereto as Attachment "A", and incorporated herein as if set forth in full.

5.2 Consultant shall prepare and submit to the Nassau County Department of Planning and Economic Opportunity Director, for approval, a monthly invoice for the services rendered under this Agreement. Invoices for services shall be paid in accordance with the Florida Prompt Payment Act. All invoices shall be accompanied by a report identifying the nature and progress of the work performed. The statement shall show a summary of fees with an accrual of the total fees billed and credits for portions paid previously. The County reserves the right to withhold payment to Consultant for failure to perform the work in accordance with the provisions of this Agreement, and the County shall promptly notify Consultant if any invoice or report is found to be unacceptable and will specify the reasons therefor.

5.3 All representation, indemnifications, warranties and guaranties made in, required by or given in accordance with this Agreement, as well as all continuing

obligations indicated in this Agreement, will survive final payment and termination or completion of this Agreement.

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

ARTICLE 6 - STANDARD OF CARE

Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided by a professional under similar circumstances and Consultant shall, at no additional cost to the County, re-perform services which fail to satisfy the foregoing standard of care.

ARTICLE 7 - DOCUMENTS

The documents which comprise this Agreement between the County and the Consultant are attached hereto and made a part hereof and consist of the following:

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

ARTICLE 8 - EQUAL OPPORTUNITY EMPLOYMENT

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

ARTICLE 9 - TRUTH-IN-NEGOTIATION/PUBLIC ENTITY CRIMES AFFIDAVIT

Consultant certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the county determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. Consultant represents that it has furnished a Public Entity Crimes Affidavit pursuant to Section 287.133, Florida Statutes.

ARTICLE 10 - INDEMNIFICATION

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

ARTICLE 11 - INDEPENDENT CONTRACTOR

Consultant undertakes performance of the services as an independent contractor under this Agreement, and shall be wholly responsible for the methods of performance.

The County shall have no right to supervise the methods used, but the County shall have the right to observe such performance. Consultant shall work closely with the County in performing services under this Agreement.

ARTICLE 12 – EXTENT OF AGREEMENT

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

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

ARTICLE 13 - COMPLIANCE WITH LAWS

In performance of the services, Consultant will comply with applicable regulatory requirements including federal, state, and local laws, rules regulations, orders, codes, criteria and standards.

ARTICLE 14 - INSURANCE

14.1 The Consultant shall purchase and maintain such commercial (occurrence form) or comprehensive general liability, workers compensation, professional liability, and other insurance as is appropriate for the services being performed hereunder by Consultant, its employees or agents. The amounts and types of insurance shall conform to the minimum requirements attached hereto as Exhibit "1" and be provided to the county prior to work.

14.1 Certificates of Insurance evidencing the insurance coverage specified in this Section shall be filed with the County. The Certificates of Insurance shall be filed with County before this Agreement is deemed approved by the County. The required Certificates of Insurance not only shall name types of policies provided, but also shall refer specifically to this Agreement. All the policies of insurance so required of Consultant except workers compensation and professional liability insurance shall be endorsed to include as additional insured the County, its officers, employees, and agents to the extent of the County's interest arising from any contract agreement between County and Consultant. If the initial insurance expires prior to completion of the work, renewal Certificates of Insurance shall be furnished thirty (30) days prior to the date of their expiration.

ARTICLE 15 – ACCESS TO PREMISES

The County shall be responsible for providing access to all project sites, and for providing project-specific information.

ARTICLE 16 - TERMINATION OF AGREEMENT

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

16.2 Default by Consultant: In addition to all other remedies available to the County, the County may terminate this Agreement for cause should the Consultant neglect, fail to perform, or observe any of the terms, provisions, conditions, or requirements herein contained. Prior to termination the County shall provide written notice of the specific conditions warranting default, and the County shall allow thirty (30) days for Consultant to cure.

ARTICLE 17 - NONDISCLOSURE OF PROPRIETARY INFORMATION

Consultant shall consider all information provided by County and all reports, studies, calculations, and other documentation resulting from the Consultant's performance of the Services to be proprietary unless such information is available from public sources. Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of County or in response to legal process.

ARTICLE 18 - UNCONTROLLABLE FORCES

18.1 Neither the County nor Consultant shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming

party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

18.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 19 - GOVERNING LAW AND VENUE

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

ARTICLE 20 - MISCELLANEOUS

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

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

20.3 Public Records Requirement: The County is a public agency subject to Chapter 119, Florida Statutes. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6250, DMOODY@NASSAUCOUNTYFL.COM, 96161 NASSAU PLACE, YULEE, FLORIDA 32097. Under this agreement, to the extent that the contractor is providing services to the County, and pursuant to Section 119.0701, Florida Statutes, the contractor shall;

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records,

provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

3. 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 contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information

technology systems of the public agency.

20.4 The provisions of this section shall not prevent the entire Agreement from being void should a provision, which is of the essence of the Agreement, be determined to be void.

ARTICLE 21 - SUCCESSORS AND ASSIGNS

The County and Consultant each binds itself and its director, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives.

ARTICLE 22 - CONTINGENT FEES

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 Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 23 - OWNERSHIP OF DOCUMENTS

Consultant shall be required to work in harmony with other consultants relative to providing information requested in a timely manner and in the specified form. Any and 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.

ARTICLE 24 - FUNDING

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the County Commission of the County of Nassau in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

ARTICLE 25 - NOTICE

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

COUNTY

Nassau County Contract Management
96135 Nassau Place, Suite 6
Yulee, Florida 32097
904-530-6040
Fax: 904-321-5917

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

CONSULTANT:

GAI Consultants, Inc.
618 E. South Street, Suite 700
Orlando, Florida 32801
321-319-3125
B.Drury@gaiconsultants.com

25.2 Notices shall be effective when received at the address specified above. Changes in the respective addresses to which such notice may be directed may be made from time to time by any party by written notice to the other party. Email and facsimile are acceptable notice effective when received, however, notices received (i.e.; printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

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

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

**Nassau County,
Board of County Commissioners**



PAT EDWARDS

Its: Chairman

Date: 10-22-18

ATTEST TO CHAIR
SIGNATURE



JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form and legal
sufficiency:



MICHAEL MULLIN, County Attorney

MES
10.24.18

[Signatures continued on next page]

ATTEST:

GAI Consultants, Inc.

[Signature]
 (Corporate Secretary)

[Signature]
 Signature of President/Owner

KARL S. PALVISAK, VP
 Type/Print Name of Corporate Secy.

Peter C Sechler, Vice President
 Type/Print Name of President/Owner

(CORPORATE SEAL)

Date: 15 Oct 2018

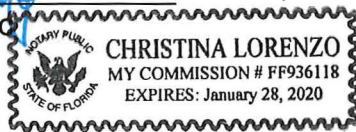
CORPORATE ACKNOWLEDGEMENT

STATE OF Florida :
 COUNTY OF Orange :SS

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Peter Sechler, of GAI Consultants, Inc. A Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this 15th day of October, 2018.

[Signature]
 Signature of Notary Public
 State of Florida at Large



Christina Lorenzo
 Print, Type or Stamp
 Name of Notary Public

- Personally known to me or
- Produced Identification

_____ Type of I.D. Produced

- DID take an oath, or
- DID NOT take an oath.

ATTACHMENT "A"

August 29, 2018

GAI Project No. A180678.00

Taco E. Pope, AICP, Director
Nassau County Department of Planning and Economic Opportunity
96161 Nassau Place
Yulee, FL 32097

Proposed Scope of Work: SR200/A1A Corridor Design Study

Dear Mr. Pope:

GAI Consultants, Inc. ("GAI") is pleased to submit this proposal for the captioned consulting services. This proposal lays out the structure for the scope of work, schedule, and costs based on our knowledge of the assignment.

Project Understanding

The Nassau County Board of County Commissioners (the "Client") has recognized that the pattern of development along the SR 200/A1A Corridor (the "Corridor") is not fiscally sustainable, does not reflect trends in planning and design, and does not represent the interests of the community as expressed in the Vision 2032 plan. The Client seeks to elaborate upon the identity and placemaking suggestions suggested in previous studies, as an area where the County can work with the Florida Department of Transportation (FDOT) on future improvements, align zoning and land use along the corridor to help facilitate quality of life and sense of place, identify specific design, wayfinding, identity and placemaking improvements, and suggest stormwater design standards.

GAI Consultants, Inc., under its Community Services Group (CSG), will develop specific recommendations for the Corridor including the creation of place-based segments along the Corridor, context-sensitive land use and zoning recommendations, design and implementation strategies for signage, wayfinding, and identity, and low impact design strategies for addressing stormwater.

Scope of Services

Based on our understanding of the requirements/criteria provided by the Client and the intended use of the work, GAI will perform the following described Scope of Services:

1.0 Corridor Assessment

Client has provided all available information pertinent to GAI's scope of services, including previous reports/drawings; utility information; topo information, etc. at the time this Proposal is authorized. Unless otherwise noted, GAI may rely upon

GAI Consultants, Inc.
618 East South Street
Suite 700
Orlando, Florida 32801
T 407.423.8398
gaiconsultants.com

A GAI Consultants, Inc. Service Group

© 2016 GAI CONSULTANTS

Initials pcs

such information. We will undertake a physical analysis of the study area to include:

- 1.1 GAI will review Corridor development history, current land use, zoning, and development regulations, infrastructure and utility overview, streets and transportation, walkability, GIS based parcel information, vacant/developable land inventory, existing building form, and natural environment (wetlands, floodplains, etc...). Client shall provide GAI with utility infrastructure, roadway, and or other public improvements in an AutoCAD or GIS compatible format.
- 1.2 Working with the Client, GAI shall assemble an initial mapping database using available public domain / property appraiser sources. This shall include GIS based aerial mapping, land use and zoning, property valuation hierarchy, civic/institutional non-taxable properties, street and block framework, historic properties, transit routes, parks and trails, and schools and school zones. GAI will compile usable initial urban form framework maps to convey land use, character / district areas and circulation structures for use in a workshop setting. The mapping database shall cover a sufficient area to allow the analysis of potential parallel supporting corridors to SR200/A1A.
- 1.3 GAI will deploy a web-based mapping application which will help inform Client during decision-making processes and provide a platform for public access to spatial data and other information developed during the project. Updates, maintenance, development of additional analysis tools, and/or incorporation of additional datasets are an additional service requiring an equitable adjustment to GAI's compensation and time for performance and will be made, if required, through an amendment to this agreement as mutually agreed between GAI and the Client.
- 1.4 GAI shall assemble a basic demographic snapshot of the Corridor from census data or other available sources.
- 1.5 GAI shall identify "place-based segments" of the Corridor that will serve to focus the recommendations developed in Task 4.0.

Deliverables

The Client will be provided the following documents which will include:

- A Community Character Overview that identifies the different "place-based segments" of the Corridor (ten hard copies and one PDF version);
- A series of maps highlighting the various attributes and impediments to development within Corridor (one hard copy set and one PDF version);
- Base maps to be used during the planning and public engagement process (one PDF version and hard copies as needed); and
- Summary memorandum of assessment findings as they relate to development opportunities as well as impediments that may hinder same (ten hard copies and one PDF version); and
- Web-based mapping application accessible by public, hosted by GAI.

2.0 Financial/Market Analysis

Client will give GAI prompt notice whenever it observes or otherwise becomes aware of any development that affects the scope or timing of GAI's performance. The related work tasks include:

- 2.1 Review of plans and studies provided by Client to (1) determine the appropriate focus of potential development and/or redevelopment sites and employment opportunities in the near term and (2) to determine how these are supported by the current economic environment. The area to be addressed includes the entire Corridor. Materials and documents to be reviewed include, but not necessarily limited to:
 - Nassau County Comprehensive Plan
 - Future Land Use designations specific to the Corridor
 - Land development codes specific to the Corridor
 - Proposed project plans specific to the Corridor
 - FDOT plans for SR200/A1A
 - Updated County ad valorem budget projections
- 2.2 Provide market scan of area including market drivers (residents, employees, visitors) and key characteristics of the various land uses.
- 2.3 Identify the competitive environment for appropriate uses, considering existing, planned, and/or proposed projects in the relevant market area.
- 2.4 Prepare estimates of site development potential for the preferred or targeted uses, considering sources of demand and competitive position and the sites which may be preferred or available. Estimated development potential would be expressed as ranges of square footage, units, appropriate to the use in question and the potential site(s) under consideration. These estimates will be presented for the overall Corridor, as well as broken down by place-based segments.
- 2.5 Interview local market participants about development opportunities and constraints in the general market area to gauge perceptions about the sites in question.
- 2.6 As support to 4.0 Master Plan, GAI will create hypothetical development proformas for up to four study sites. The intent of this study is to make a high-level determination of the financial feasibility of potential proposals identified in the master planning process. This task will identify potential regulatory, administrative, and infrastructure impediments to development and will identify potential gaps that may require public incentives.

Deliverables

The Client will be provided the following written document:

- Bound report providing a market scan of the corridor, identifying the potential development and redevelopment opportunities, and relevant land uses (ten hard copies and one PDF version).

- GIS data and native files for any analysis.

3.0 Public Engagement

It is understood that the Client desires a comprehensive public outreach program to engage the various stakeholders within the Corridor. This outreach effort involves a series of meetings that will include property owners, tenants, residents, county staff, as well as other interested parties. The purpose of the meetings will be to derive input, discuss opportunities and constraints and develop an overall desired planning vision as well as near-term and long-term implementation strategies for the overall enhancement of the residential and commercial neighborhoods.

GAI will complete the following:

- 3.1 Public Kickoff Meeting – GAI will facilitate a public project kick off community event with stakeholders that shall include a presentation of past accomplishments and future challenges, a very general overview of the project, schedule, and input opportunities, followed by an open-ended discussion session for public to share key initial thoughts. The meeting will also be an opportunity to identify potential community “champions” to help facilitate the planning process.
- 3.2 Steering Committee Kickoff Meeting – GAI will conduct a kickoff and discussion exercise with a representative project steering committee. The committee will be appointed by the Client to provide assistance and lend insight into the area and development objectives. A schedule will be identified depending on the level of involvement that the Client desires. The primary role of the steering committee will be to review draft work products and provide direction on consultant analysis and redevelopment recommendations for the corridor.
- 3.3 Stakeholder Interviews – GAI will facilitate a series of interviews with key stakeholders or focus groups in the corridor. The Client will identify stakeholders and assist with interview schedules. GAI will schedule meetings for place-based segments at a location within the segment in order to facilitate a focused team working environment and provide easy access to the community. The purpose of these workshops will be to review input gathered from all the due diligence and present it as a series of citizen-based themes. GAI will take the input from these meetings to articulate potential strategies for addressing the themes and format the results for presentation in a later public meeting.
- 3.4 Workshop – GAI shall lead one collaborative workshop with the Client staff to review and explore the visioning work to date. The purpose of the workshop shall be to share information regarding the work to date and organize the information into general strategic/organizing themes upon which the master/implementation plan and actions may be organized. GAI will allocate four workshop days, which may be scheduled in one block or individually

over the course of two weeks as schedules allow. The agenda and schedule for the workshop will be developed collaboratively with the Client.

3.5 Additional outreach strategies – GAI will develop an overall outreach strategy with the Client with the intent of reaching as many corridor stakeholders as possible to include in the planning effort. This may include press releases, flyers, email, website, or other means. The Client will be responsible for distribution of any materials developed as part of the outreach strategy.

Deliverables:

The Client will be provided the following document:

- Implementation Workbook documenting information developed in the workshop. This shall include a defined set of planning themes, with corresponding diagrammed locations and written details (as available) regarding the work plan for the master/implementation plan. This may include mission statements, written issues and opportunities and preliminary actions and defined areas of necessary study. The workbook will include backup notes and presentations from the meetings as appropriate. The outline of the plan update at this stage are likely to include:
 - Project Goals and Objectives
 - Regulatory Review Memorandum
 - Infrastructure Review Memorandum
 - Market Opportunities Report and Analysis
 - Citizen Based Themes
 - Strategic Planning Principles
 - Summary presentations
 - Community Participation and 'buy-in'

4.0 Master Plan

GAI will develop a detailed master plan encompassing the entire corridor area as delineated by Client. The services will use existing and newly developed plans to understand and document the current development status, carry forward the visions and objectives identified in the public engagement process, and present alternative development and strategies to effectuate meaningful change. A detailed exploration of issues, opportunities, economic yield, and implementation strategies will culminate in a highly graphic master plan.

Based on our understanding of the project requirements and criteria provided to date, GAI will perform the following tasks for each place-based segment:

4.1 Baseline Characterization

- Documents Review - GAI will review existing available plans for the corridor as provided by the Client. This includes the applicable master plans, land use / zoning, and transportation network for the place-based

segment. Transportation and utility capacity shall be characterized on a general level in consultation with County staff.

- Planning Level Base Plan – GAI will assemble a general base plan from which to conduct planning exercises using publicly available GIS parcel, ownership, land value, and aerial photographic data. Additionally, GAI shall use available information from Google Earth and other publicly available sources to compile a working 3-D computer model of key sites within each place-based segment.
- Assimilation of Stakeholder Interviews and Site Tours – Over the course of two days, GAI will review the results of stakeholder input from the engagement process (Task 3.0) and reconfirm findings. The purpose of the meetings will be to update the project and obtain specific input regarding key issues and opportunities. The meetings will also include a tour of the corridor to better understand on-site opportunities and impediments to redevelopment options.

Deliverables:

A Site Review technical memorandum, summarizing common themes from existing plans review, stakeholder interview issues/input notes, site plan and working site analysis and photography for collaborative workshop.

4.2 Plan Elements

This part of the process will establish the overall vision, goals, as well as provide policies to guide future growth, development, and reinvestment within the corridor. The following elements will be addressed:

- A vision statement, goals, and policies for the area will be developed as a result of the input from the engagement process (Task 3.0).
- Goals and policies will be established for each of the following:
 - Land use-residential, retail, commercial, recreational, civic and employment opportunities.
 - Community design – Ensuring development/redevelopment is compatible with adjacent uses, while supporting emerging opportunities.
 - Transportation – Assessment of overall traffic circulation and access as it relates to the various nodes along the corridor and within neighborhoods. Providing alternative modal uses within areas to improve neighborhood environments through connectivity encouraging pedestrian and cycling movement.
 - Infrastructure and Public Facilities – Asses current and future needs for infrastructure and public facilities to ensure support to identified catalyst sites for future redevelopment. This would include all water, sanitary sewer, stormwater, electrical, gas, and communication services.
 - Natural Environment – Provide direction on enhancement to ecological and recreational spaces, creation of stormwater

management strategies (see next item below), and encouraging land use and transportation activities that positively impact, land, air, and water quality.

- Low-Impact Development Strategies – Identify specific measures and locations for potential implementation of low-impact stormwater management techniques within the corridor. These may include both areawide and site-specific measures.
- Site specific catalytic concept plans (six to eight estimated sites unless noted otherwise)
 - Site plan and development prototype for each site.
 - Site specific technical profiles: survey, zoning, tax records, engineering, environmental, etc.
 - Assets and impediments for each site as it relates to prototype development.
 - Recommendations for land use/code modification to support implementation.
 - Development pro-forma (four sites; see 2.6)
 - Provide graphic for each site including massing, scale, and relationship to surrounding properties in 3D format.

4.3 Deciding + Documenting the Opportunity (Strategic Plan)

This portion of the master plan shall take the results of the engagement workshops and develop the implementation approach for identified issues, projects, policies, programs and partnerships necessary to achieve Client goals.

The GAI Team will draft a technical report outlining strategies and next steps that would support the vision, goals, and policies. This shall include:

- Guiding principles necessary to activate the shared vision.
- A conceptual representation of community character based on identified land uses and infrastructure needs. (4 renderings total, as well as comparable images)
- District model
 - Management / Organizational Roles
 - Programmatic Needs
 - Funding strategy

The strategic plan will be reviewed and refined with the Client in a workshop meeting to confirm top priorities and methodology to implement.

Deliverables:

GAI will compile the master plan process and products into a formatted, written report with color graphics as developed during the process. The plan shall include the summary of District Vision, Shared Goals, and Policies. GAI will revise the draft master plan document one (1) time based on written Client Team comments to produce the Final Master Plan document.

The master plan document will be printed in color (10 copies) at either 8x11 or 11x17, and available as a digital PDF file. In addition, all native files of the report, as well as all incremental project notes and other documentation, will be provided.

5.0 Implementation Strategy

Achieving the vision articulated in the plan will require understanding the market, administrative, regulatory, and financial forces in developing an implementation strategy. While the Master Plan will establish the framework for future redevelopment opportunities, the successful implementation program will be the result of strategies to enhance development through incentives or timely removal of impediments. The strategies will require both public and private involvement, coordination, and collaboration to reach meaningful outcomes. The implementation strategies will include:

6.1 Establish public sector responsibilities related to the Master Plan with regard to the following:

- Administrative oversight
- Regulatory modifications
- Infrastructure improvements + costs
- Other public sector investments + costs
- Development of incentive policies

6.2 Private Sector responsibilities will include remaining engaged in the implementation process through:

- Support of planning initiatives in front of County Commission
- Investing in catalytic site opportunities
- Bringing financial resources to implementation program to leverage available assets
- Support other private entities engaged in the redevelopment of the area

6.3 The implementation strategies will track the Master Plan elements and will specifically address:

- Land use
- Community design
- Transportation
- Infrastructure
- Natural environment

Deliverables:

The Client will be provided a guide outlining specific steps that can be taken by the various public and private entities, responsible parties, and proposed near term and longer-term benchmarks for achieving desired results. In addition, the document will identify short, medium, and long-term improvements and

associated cost estimates for these The document will be provided in memorandum form with ten hard copies and an electronic version for County use.

Schedule

GAI will begin work upon receipt of a copy of this Proposal executed and authorized below. GAI will endeavor to complete its Scope of Services and deliver the project deliverable within 12 months, subject to excused delay occasioned by factors beyond GAI's reasonable control. Client will examine and provide comments and/or decisions with respect to any GAI interim or final deliverables within a period mutually agreed upon.

Compensation

GAI estimates that the above-stated work will be performed on a lump sum basis for Two Hundred Ninety-Five Thousand Dollars (\$295,000). If, during the course of the project, there are significant changes to the scope of work outlined above (and as approved by the Client), the estimated cost will be modified accordingly.

Professional Services Fees			
Task	Description	Method of Payment	Fee
1.0	Corridor Assessment	Lump Sum	\$ 20,000
2.0	Public Engagement	Lump Sum	\$ 50,000
3.0	Financial/Market Analysis	Lump Sum	\$ 55,000
4.0	Master Plan	Lump Sum	\$ 120,000
5.0	Implementation Strategy	Lump Sum	\$ 50,000
Total Fee			\$ 295,000

Payment

Unless otherwise specified in the GAI Standard Terms and Conditions for Professional Services, attached hereto as Exhibit A, GAI will prepare invoices monthly and payment will be due within thirty (30) days of the date of the invoice. All other payment terms will be in accordance with Exhibit A.

Assumptions and Understandings

GAI's Scope of Services, Schedule, and Compensation as set forth above have been prepared on the basis of the following assumptions and understandings:

1. Client acknowledges and understands that Community Solutions Group is a GAI Consultants, Inc. Services Group. Any reference to Community Solutions Group or CSG in the Proposal for Professional Services and the Standard Terms and Conditions also refers to GAI Consultants, Inc. It is further acknowledged and understood that this agreement is between the CLIENT and GAI Consultants, Inc.
2. Access to the project site(s) or other land upon which GAI is to conduct any field work will be available to GAI personnel in a timely manner.
3. All exploration locations will be marked and cleared by the Client for the existence of buried utility/piping structures.
4. Client has provided all its requirements for GAI's scope of services and all criteria and/or specifications that GAI should utilize at the time this Proposal is authorized. This includes any requirement for any statement of professional opinion or certification.
5. Client has provided all available information pertinent to GAI's scope of services, including previous reports/drawings; utility information; topo information, etc. at the time this Proposal is authorized. Unless otherwise noted, GAI may rely upon such information.
6. Client will give GAI prompt notice whenever it observes or otherwise becomes aware of any development that affects the scope or timing of GAI's performance.
7. Client will examine and provide comments and/or decisions with respect to any GAI interim or final deliverables within a period mutually agreed upon.
8. Any of Client's other consultant(s)/contractor(s) will cooperate and coordinate with GAI in a timely and efficient manner.
9. GAI's proposed compensation and schedule are based on receipt of authorization to proceed within thirty (30) calendar days of the date of this Proposal. GAI reserves the right to adjust its compensation if authorization to proceed is not received within thirty (30) calendar days.

Please do not hesitate to contact me at (321) 319-3125 if you have any questions or wish to discuss this Proposal. If this Proposal is acceptable, please sign where indicated below and return one copy for our file. This also will serve as authorization for GAI to proceed. GAI's performance of the Scope of Services will be governed by the GAI Standard Terms and Conditions for Professional Services, attached hereto as Exhibit A, and incorporated herein by reference.

Planning | Urban Design
Landscape Architecture
Economics | Real Estate

Sincerely,
**Community Solutions Group,
a GAI Consultants, Inc.
Service Group**

REQUESTED AND AUTHORIZED BY:
**Nassau County Board of County
Commissioners**



Peter C. Sechler, PLA / AICP
Vice-President

10/15/18

BY:

PRINTED
NAME:

TITLE:

DATE:



A. Blake Drury, AICP
Director, Planning and Urban
Design

PCS/ABD/cl

Attachment:

Exhibit A - GAI Standard Terms and Conditions for Professional Services

GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS

COMMERCIAL GENERAL LIABILITY INSURANCE

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

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

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Fire Damage Limit (any one fire)	\$ 300,000
Medical Expense Limit (any one person)	\$ 10,000
Products & Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit (other than Products & Completed Operations) Applies Per Project	\$2,000,000

General liability coverage shall continue to apply to "bodily injury" and to "property damage" occurring after all work on the Site of the covered operations to be performed by or on behalf of the additional insureds has been completed and shall continue after that portion of "your work" out of which the injury or damage arises has been put to its intended use.

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

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

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

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

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

AUTOMOBILE LIABILITY INSURANCE

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

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

Combined Single Limit – Each Accident	\$1,000,000
---------------------------------------	-------------

Covered Automobiles shall include any auto owned or operated by the insured Contractor/Vendor, insured Sub-Contractor/Vendor including autos which are leased, hired, rented or borrowed, including autos owned by their employees which are used in connection with the business of the respective Contractor/Vendor or Sub-Contractor/Vendor.

UMBRELLA LIABILITY INSURANCE

The Contractor/Vendor shall purchase and maintain at the Contractor/Vendor's expense Umbrella/Excess Liability (Umbrella Form) insurance coverage for the life of this Contract.

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

Each Occurrence Limit	\$1,000,000
Aggregate Limit	\$1,000,000

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 – Project Specific Form	\$1,000,000
OR	
Each Occurrence/Annual Aggregate – Non Project Specific Form	\$3,000,000

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

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

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

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

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

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

CGL policy Additional Insured Endorsement must include Ongoing and Completed Operations (Form CG2010 11 84 **OR** Form CG2010 04 13 and GC2037 04 13 edition or equivalent). Other Additional Insured forms might be acceptable but only if modified to delete the word "ongoing" and insert the sentence "Operations include ongoing and completed operations".

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

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

CGL policy shall not be endorsed with Exclusion - Damage to Premises Rented to you (CG 2145)

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

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

All Certificates of Insurance shall be dated and shall show the name of the insured Contractor/Vendor, the specific job by name and job number, the name of the insurer, the policy number assigned its effective date and its termination date and a list of any exclusionary endorsements.

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

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

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

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

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

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