

CS-20-74

CONTRACT APPROVAL FORM

(Contract Management Use only)

**CONTRACT TRACKING NO.
CM2886**

CONTRACTOR INFORMATION

Name: Prosser, Inc.

Address: 13901 Sutton Park Drive, South, Suite 200 Jacksonville FL 32224
City State Zip

Contractor's Administrator Name: Shawn Bliss Title: Principal

Tel#: (904) 739-3655 Fax: _____ Email: sbliss@prosserinc.com

CONTRACT INFORMATION

Contract Name: Westside Regional Park Phase I Contract Value: \$91,320.00

Brief Description: Master Planning, Programming and Conceptual Design

Contract Dates : From: Execution to: _____ Status: New Renew Amend# WA/Task Order


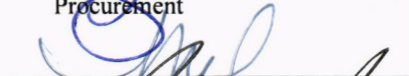
How Procured: Sole Source Single Source ITB RFP RFQ Coop. Other _____

If Processing an Amendment:

Contract #: _____ Increase Amount of Existing Contract: _____

New Contract Dates: _____ to _____ TOTAL OR AMENDMENT AMOUNT: _____

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

- | | | |
|----|---|-------------------|
| 1. |  | <u>10-20-20</u> |
| | Department Head Signature | Date |
| 2. |  | <u>10/24/2020</u> |
| | Procurement | Date |
| 3. |  | <u>10/21/20</u> |
| | Office of Management & Budget | Date |
| 4. |  | <u>10/21/20</u> |
| | County Attorney/Contract Management | Date |

Facilities Maintenance

Submitting Department

68075572-563701 WSRP

Funding Source/Acct #

Comments: _____

COUNTY MANAGER – FINAL SIGNATURE APPROVAL

 10/22/20
 Taco Pcpa Date

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

Original: Clerk's Services; Contractor (original or certified copy)

Copy: Department Procurement
 Office of Management & Budget
 County Attorney/Contract Management
 Clerk Finance

**AGREEMENT FOR PROFESSIONAL PLANNING/ENGINEERING DESIGN
SERVICES FOR WESTSIDE REGIONAL PARK (MASTER PLANNING,
PROGRAMING AND CONCEPTUAL DESIGN) PHASE I FOR
NASSAU COUNTY, FLORIDA**

THIS AGREEMENT made and entered into this 9th day of November 2020, by and between the **NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS**, a political subdivision of the State of Florida, hereinafter referred to as "County", and **PROSSER, INC.**, a Florida Profit Corporation, located at 13901 Sutton Park Drive South, Suite 200 Jacksonville, FL 32224, hereinafter referred to as "Consultant":

WHEREAS, the County desires to obtain professional planning/engineering design services for the design of Westside Regional Park (Master Planning, Programing and Conceptual Design) Phase I; 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 certain professional planning/engineering 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, and based upon the Consultant's assurance that it has the qualifications, staff, experience and resources, the County has determined that it would be in the best interest of the County to award a contract to the 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:

ARTICLE 1 - EMPLOYMENT OF CONSULTANT

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

ARTICLE 2 - SCOPE OF SERVICES

2.1 The Consultant shall provide professional planning/engineering design services in accordance with the *Scope of Services* incorporated as Attachment "A" and any additional services as may be specifically designated and additionally authorized by the parties. Such additional authorizations will be in the form of a written amendment agreed upon by the parties.

2.2 Phase I tasks, listed below, are further explained in the *Scope of Services* incorporated in Attachment "A"

Task 1. Project Initiation & Data Gathering

Task 2. Stakeholder Processes

Task 3. Master Planning & Conceptual

Design Task 4. Meeting & Presentations

ARTICLE 3 - THE COUNTY'S RESPONSIBILITY

3.1 Except as provided in the *Scope of Services*, the County's responsibilities are to furnish required information, services, render approvals and decisions as necessary for the orderly progress of the Consultant's services. The County hereby designates the Director of Public Works to act on the County's behalf with respect to the *Scope of Services*. The Director of Public Works, or its 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 Consultant's services.

ARTICLE 4 - TERM OF AGREEMENT

4.1 The term of this Agreement shall begin on its complete execution and end seventy-nine (79) days after execution, as referenced in the *Project Schedule*, attached hereto as Attachment "B". 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 the Consultant.

ARTICLE 5 - COMPENSATION

5.1 The Consultant shall be compensated per the *Fee Proposal*, attached hereto as Attachment "C".

5.2 The Consultant shall prepare and submit invoices on an as needed basis to the Director of Public Works, for approval 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 the Consultant for failure to perform the work in accordance with the provisions of this Agreement, and the County shall promptly notify the 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 specific project.

ARTICLE 6 -STANDARD OF CARE

6.1 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 and the Consultant shall, at no additional cost to the County, re-perform services which fail to satisfy the foregoing standard of care.

ARTICLE 7 - DOCUMENTS

7.1 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:

7.2 This Agreement;

7.3 The *Scope of Services* attached hereto Attachment "A";

7.4 *Project Schedule* attached hereto Attachment "B"

7.5 *Fee Proposal* attached hereto as Attachment "C";

7.6 Any work authorizations, written amendments, modifications or addenda to this Agreement.

ARTICLE 8 - EQUAL OPPORTUNITY EMPLOYMENT

8.1 In connection with the work to be performed under this Agreement, the 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

9.1 The 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. The Consultant represents that it has furnished a *Public Entity Crimes Affidavit* pursuant to Section 287.133, Florida Statutes.

ARTICLE 10 - INDEMNIFICATION

10.1 The 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 Agreement.

ARTICLE 11 - INDEPENDENT CONTRACTOR

11.1 The 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. The 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 the 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

13.1 In performance of the services, the 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 the Consultant, its employees or agents. The amounts and types of insurance shall conform to the requirements set forth in Exhibit "1" attached hereto.

ARTICLE 15 - ACCESS TO PREMISES

15.1 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 written notice to the Consultant. In such event, the Consultant shall be paid its compensation for services performed prior to the termination date.

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 the Consultant to cure.

ARTICLE 17 - NONDISCLOSURE OF PROPRIETARY INFORMATION

17.1 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.

ARTICLE 18 - UNCONTROLLABLE FORCES

18.1 Neither the County nor the Consultant shall be deemed 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, 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

19.1 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, Florida.

ARTICLE 20 - MISCELLANEOUS

20.1 Non-waiver: A waiver by either the County or the 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: 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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6010, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, YULEE, FLORIDA 32097. Under this Agreement, to the extent 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 public agency to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Consultant does not transfer the records to the public agency.
- d. Upon completion of the Agreement, transfer, at no cost, to the public agency all public records in possession of the Consultant or keep and maintain public records required by the public agency to perform the service. If the Consultant transfers all public records to the public agency upon completion of the Agreement, 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 Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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

21.1 The County and the 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

22.1 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 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

23.1 The 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

24.1 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 Nassau County Board of County Commissioners 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, as follows:

COUNTY:

Nassau County Contract Management
96135 Nassau Place, Suite 6
Yulee, Florida 32097
904-530-6100
contracts@nassaucountyfl.com

CONSULTANT:

Shawn Bliss, Principal
Prosser, Inc.
13901 Sutton Park Drive South
Suite 200
Jacksonville, FL 32224
904-739-3655
sbliss@prosserinc.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 the County.

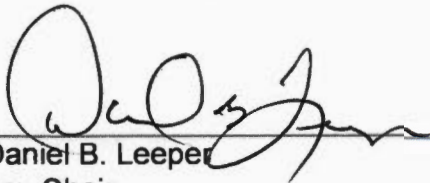
ARTICLE 26-DISPUTE RESOLUTION

26.1 The County may utilize this section, at their discretion, as to disputes regarding agreement interpretation. The County may send a written communication to Consultant by email, overnight mail, UPS, FedEx, or certified mail. The written notification shall set forth the County's interpretation of the agreement. A response shall be provided in the same manner prior to the initial meeting with the County Manager. This initial meeting shall take place no more than twenty (20) days from the date of the written notification of the dispute addressed to Consultant. Consultant should have a representative, at the meeting that can render a decision on behalf of Consultant.

If there is no satisfactory resolution as to the interpretation of the Agreement, the dispute may be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by Consultant. Consultant shall not stop work during the pendency of mediation or dispute resolution.

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

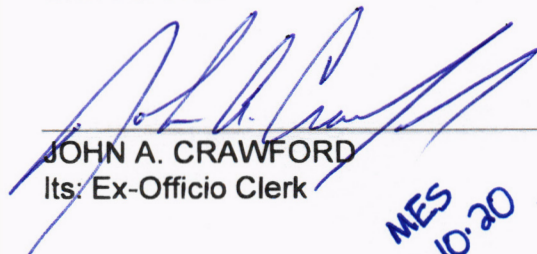
**NASSAU COUNTY,
BOARD OF COUNTY COMMISSIONERS**



Daniel B. Leeper
Its: Chair

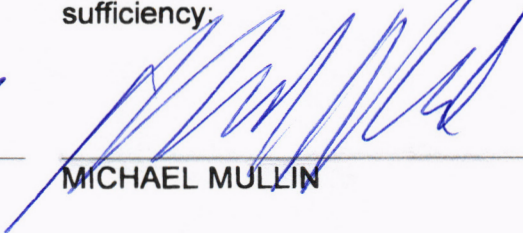
Date: November 9, 2020

ATTEST TO CHAIR
SIGNATURE



JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form and legal
sufficiency:

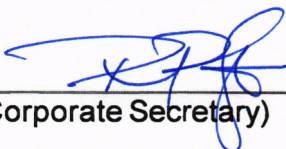


MICHAEL MULLIN

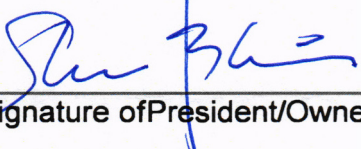
MES
11.10.20

ATTEST:

Prosser, Inc.



(Corporate Secretary)



Signature of President/Owner

Ryan Stilwell

Shawn Bliss

Type/Print Name of Corporate Secy.

Type/Print Name of President/Owner



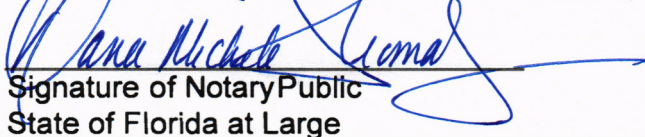
(CORPORATE SEAL)

CORPORATE ACKNOWLEDGEMENT

STATE OF Florida
COUNTY OF Duval :SS

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 Shawn Bliss, of Prosser, Inc.
A S 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 22nd day of October, 2020.



Signature of Notary Public
State of Florida at Large

Dana Michele Thomas

Print, Type or Stamp
Name of Notary Public

 Dana Michele Thomas
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG176139
Expires 1/17/2022

Personally known to me or
 Produced Identification

Type of I.D. Produced

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

Exhibit "1"

GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS

COMMERCIAL GENERAL LIABILITY INSURANCE

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

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

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Fire Damage Limit (any one fire)	\$ 50,000
Medical Expense Limit (any one person)	\$ 5,000
Products & Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit (other than Products & Completed Operations) Applies Per Project	\$2,000,000

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

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

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

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.

Task 1 – Project Initiation and Data Gathering

Prosser will compile all relevant data provided by the County and utilize in-house resources to supplement the data. Those in-house resources could include: Soil Surveys, GIS data and FEMA data. This task also includes developing a project work plan and setting up the processes to interface with the County and relevant stakeholders.

Relevant data include:

- Base information in CAD (property line, preliminary wetland delineation and topography/LIDAR)
- Nassau County Parks, Recreation and Open Space Master Plan
- List of Stakeholders, Constituents and Programming Targets
- Site Access

In addition to initiating the project and compiling site data, Task 1 includes developing a high-level cost analysis for the elements defined in "Phase One" construction program in the RFP. Those elements include: site preparation, infrastructure, soccer fields and concession/restroom.

Upon obtaining the relevant data, Prosser will complete, document, and provide a full site and regulatory analysis of the project. Additionally, Task 1 includes the following operations:

- 1.1 Project Kick-Off Meeting (Virtual) – See Subtask 4.1.
- 1.2 Site Reconnaissance Meeting – See Subtask 4.2.
- 1.3 Data Gathering, CAD base mapping and ground truthing.
- 1.4 Regulatory and relevant agency requirements analysis.
- 1.5 Review of the Nassau County Parks, Recreation and Open Space Master Plan (Needs Assessment).
- 1.6 Development of existing conditions report and site analysis
- 1.7 Project Initiation Workshop – this workshop is internal with the County based on preliminary findings of the data gathering and related analysis. The primary goal is to develop the basis for the project statement of intent and the goals/objectives and guiding principles. Additionally, a required outcome for this session is to utilize the Needs Assessment (reference 1.5 above) as the basis for the project programming and develop a basis for programming to inform processes moving forward.

This subtask will also inform diagrammatic idea testing of potential uses, circulation and preliminary program objectives at an opportunities and constraints level. We anticipate leading a design coordination session (See Subtask 4.3) to discuss the diagrams generated during this process prior to completing the master plan findings and synthesis map.

Deliverables for Task 1 include: CAD based base map, site analysis diagram, project conditions data summary report, preliminary opportunities/constraints diagrams, and initial phase 1 cost analysis as described above.

Estimated time to completion – 15 days

Estimated cost - \$17,150

Task 2 – Stakeholder Processes

We envision an interactive process utilizing virtual tools to confirm programming, the design approach and the vision for Westside Park.

- 2.1 Stakeholder Workshops (Virtual) – We envision this as one (1) targeted workshop aimed at determining the application of the Needs Assessment based on the West Nassau Context. Generating ideas from constituents related to desired project elements, connectivity to the region, theme, community benefits and potential concerns are among potential topics to be reviewed.
- 2.2 Electronic Surveys – Our experience in the past has been to develop detailed surveys based on the results of the stakeholder engagements. A two-step process that commences with an initial survey followed by a feedback questionnaire allows for a comprehensive approach to building consensus.

Deliverables for Task 2 include: Summary of finding/outcomes and survey analysis.

Estimated time to completion – 25 days

Estimated cost - \$10,460

Task 3 – Master Planning and Conceptual Design

Prosser will deploy a master planning process aimed at finalizing the overall project requirement, principles, and programming based on the findings of Tasks 1 and 2. This work will culminate into a document that will guide the development of the entire project over time. It is a robust process that includes finalizing goals/directives, conceptual design, and the generation of a draft and final master plan. We anticipate a 3-step process:

Step 1: Synthesis

- 3.1 Statement of Intent – Prosser intends to work with the County to develop the Statement of Intent during the Project Initiation Workshop (Subtask 1.7) with the opportunity to finalize the statement through the stakeholder process. During the master planning process this statement will be formalized. This statement will outline the overall intent of the project long and short-term.
- 3.2 Goals, Objectives, and Guiding Principles – Working with the County during the Project Initiation Workshop and ultimately with stakeholders, the team will develop detailed goals, objectives, and correlating deployment strategies (guiding principles). The design tenets, operations methodologies and economic position of Westside Park will be among the primary components driven by these elements and will be finalized and formally documented during the master plan process.
- 3.3 Precedents – As a means to better inform ideas, theme, direction and intent, Prosser will use comparable precedents to strengthen the foundation of design. These precedents will be invaluable in discussions with constituents/stakeholders and during the workshop processes.
- 3.4 Program Development – Utilizing the Needs assessment as a platform,

targeted discussions with the County and Workshops/Constituent-Stakeholder Surveys our team will develop a comprehensive program for Westside Park. This program is the culmination of all workshops, surveys, the integration of the Needs Assessment, data compilation and design work.

- 3.5 Synthesis Map – The synthesis map is the precursor to the conceptual plan(s) and combines the existing conditions, programmatic requirements and relevant precedents in a diagrammatic (bubble) format. It essentially fine tunes the dimensional, permit/engineering related, architectural and functional aspects of the project broadly generated in subtask 1.7.

Step 2: Conceptual Design and Draft Master Plan

- 3.6 Concept and Character Development – Prosser will develop up to three (3) CAD based colorized plan view concepts depicting detailed options for the proposed improvements for the entire property. Supporting two dimensional sketches showing architectural character, signage and specialty elements consistent with the agreed upon themes and applicable precedents will also be provided in color format.
- 3.7 Conceptual cost analysis (one for each Concept Plan). The concepts described above along with the cost analysis will be presented to leadership (Subtask 4.4) for selection of a preferred direction.
- 3.8 Project phasing plan (preferred option)
- 3.9 Operations and revenue estimates (preferred option)
- 3.10 Draft Master Plan – Prosser will compile all information derived during previous process in a booklet format for review and general comment. This subtask includes a coordination/review meeting (Subtask 4.3).
- 3.11 Project Open House – the open house is intended to offer the opportunity for stakeholders and leadership to provide final input at a very general level for the draft master plan and conceptual design.

Step 3: Final Master Plan

- 3.12 Document Finalization and Publishing – Based on the outcome of the open house and any additional comments generated by leadership, Prosser will finalize the master plan. This subtask includes a final presentation (See subtask 4.5).

Deliverables for Task 3 include: Preliminary and final master plan report as described above including articulation of process findings and stakeholder interface outcome(s), consensus built project program, precedents summary and documentation, synthesis diagram applying program, concepts project character/theme diagrams and sketches, and relevant cost analysis.

Estimated time to completion – 39 days

Estimated cost - \$56,870

Task 4 – Meetings and Presentations

This task includes meetings not discussed above in Nassau County:

- 4.1 One (1) Coordination/Kick-Off meeting
- 4.2 One (1) Site Reconnaissance
- 4.3 Two (2) Design Coordination Meetings

Attachment "A"

Scope of Services

4.4 One (1) Concept Presentation

4.5 One (1) Final Presentation

Estimated time to completion – Throughout project

Estimated cost - \$6,840

FEES:

Task No.	Task Description	Fee Type	Fee
1	Project Initiation & Data Gathering	Lump Sum	\$ 17,150.00
2	Stakeholder Processes	Lump Sum	\$ 10,460.00
3	Master Planning & Conceptual Design	Lump Sum	\$ 56,870.00
4	Meeting & Presentations	Lump Sum	\$ 6,840.00
Total			\$ 91,320.00

Computer Animation

Prosser will provide a 3D animation of the preferred conceptual plan consistent with the exhibit provided in the response to the original solicitation for \$9,200

ADDITIONAL SERVICES AND EXCLUSIONS:

Any services requested outside of the scope of work above will be charged hourly according to the rate schedule attached hereto. Prosser, Inc. will obtain proposals for other subconsultant services including as necessary to complete the proposed work if such services are not included above.

OUT-OF-POCKET EXPENSES:

All job-related travel, reprographic, printing, and plotting costs and supplies, telefax and long distance telephone charges, mail and courier delivery services will be billed at cost plus 15%. The estimated costs for expenses are budgeted not-to-exceed \$ 5,000.00.

Attachment 'B'

Project Schedule

Task No.	Task Name	Start	End	Duration	Start	End	Duration	Start	End	Duration
1	Project Initiation (15 days)	1/1/2020	1/15/2020	15	1/1/2020	1/15/2020	15	1/1/2020	1/15/2020	15
2	Project Planning (20 days)	1/16/2020	2/5/2020	20	1/16/2020	2/5/2020	20	1/16/2020	2/5/2020	20
3	Project Execution & Control (30 days)	2/6/2020	3/6/2020	30	2/6/2020	3/6/2020	30	2/6/2020	3/6/2020	30
4	Project Closing (10 days)	3/7/2020	3/17/2020	10	3/7/2020	3/17/2020	10	3/7/2020	3/17/2020	10

