

# BOCC CONTRACT APPROVAL FORM

CS-20-299

(Contract Management Use only)

**CONTRACT TRACKING NO.**

CM3044

## GENERAL INFORMATION

Requesting Department Planning Department

Contact Person: Laurie Goltry

Telephone: (904) 530-6300 Fax: ( ) \_\_\_\_\_ Email: lgoltry@nassaucountyfl.com

## CONTRACTOR INFORMATION

Name: Wiss, Janney, Elstner Associates, Inc.

Address: 300 Pfingsten Road Northbrook IL

City State Zip

Contractor's Administrator Name: Timothy M. Penich Title: Senior Associate

Telephone: (847) 753-7213 Fax: (847) 291-9599 Email: tpenich@wje.com

**IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF CONTRACTOR (NAME AND EMAIL ADDRESS)**

Authorized Signatory Name: Timothy Penich-Senior Associate

Authorized Signatory Email: tpenich@wje.com

## CONTRACT INFORMATION

Contract Name: Professional Services Agreement

Description: Historic Structure Report for Evans' Rendezvous-NPS Grant

GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.

Terms: Payment Period: 8/1/21-8/1/23 Amount per Period: \$27,500.00

Total Amount of Contract: \$27,500.00

APPROXIMATE IF NECESSARY

Source of Funds: 04005515-531000 AARC Termination/Cancellation: \_\_\_\_\_

Authorized Signatory: Taco Pope, County Manager

IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC

Contract Dates: From: 8/1/21 to: 8/1/23

Status:  New \_\_\_\_\_ Renew \_\_\_\_\_ Amend# \_\_\_\_\_ WA/Task Order

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

### If Processing an Amendment:

Contract #: \_\_\_\_\_ Increased Amount of Existing Contract: \_\_\_\_\_

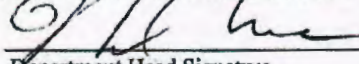

New Contract Dates: \_\_\_\_\_ to \_\_\_\_\_ Total or Amendment Amount: \_\_\_\_\_

Continued on next page



<b>CHECKLIST</b>		
<i>Complete and attach before sending contract for final signature</i>		
<b>Requirement</b>	<b>Description</b>	<b>Certified Complete By</b>
Contract, Exhibits and Appendices	1) The contract and all documents incorporated by reference in the contract, including exhibits and appendices are attached (including E-Verify, Pricing, Scope, etc.) and properly identified; and 2) All such documents have been read and agreed to in their entirety by originating department and any faculty and staff members who have obligations under this contract.	
Name, Address, Contact Person	The full name, address, legal status (i.e., corporation, partnership, etc.) and contact person of other party are included.	
Understanding	Written contract matches the verbal understanding of all parties. All terms and conditions conform to the final negotiations/agreement of the parties.	
Competition/Conflicts and Existing Contracts/ Compliance	This contract does not conflict with any other contracts, promises or obligations of the BOCC. The requesting department verifies the BOCC can comply with all terms and conditions.	
Other Necessary Agreements	All other necessary agreements or waivers referred to in contract have been obtained and are attached and properly identified for reference.	
Indemnification	BOCC may not indemnify, hold harmless, be liable to, or reimburse any other party to the contract for claims, lawsuits, damages, attorney fees, or losses incurred by that party in connection with the contract.	
Term of Contract	Start and end dates of contract are included. Any renewals are included.	
Warranties/Guarantees	Warranties or guarantees give satisfactory protection.	
Insurance	Risk manager _____ has or _____ will approve insurance clauses. Levels confirmed ins requirements	
Governing Law	The contract is governed under the laws of the State of Florida. The contract may be silent on this issue but in no event will another state's law govern the agreement.	
Confidentiality Agreements	All nondisclosure clauses include exceptions regarding disclosure as required by law. If not applicable, indicate "n/a."	
Printed/Typed Names	Names of all persons signing contracts are printed or typed below signatures.	

**APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY**

1.  8/18/2021 Planning  
 Department Head Signature Date Submitting Department
  2.  8/26/2021 \_\_\_\_\_  
 Procurement Date Funding Source/Acct #
  3. Megan Diehl 8/27/2021 \_\_\_\_\_  
 Office of Management & Budget Date
  4. Michael S. Mullin 8/27/2021 \_\_\_\_\_  
 County Attorney/Contract Management Date
- COUNTY MANAGER – FINAL SIGNATURE APPROVAL**
5. Taco E. Popey AICP 8/27/2021 \_\_\_\_\_  
 County Manager Date

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

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



**CONTRACT FOR PROFESSIONAL SERVICES**  
**FOR NASSAU COUNTY, FLORIDA**

**THIS AGREEMENT** made and entered into this 31 day of August \_\_\_\_\_ 2021, by and between the **Board of County Commissioners of Nassau County**, a political subdivision of the State of Florida, hereinafter referred to as "County", and **Wiss, Janney, Elstner Associates, Inc.**, located at 330 Pfingsten Road, Northbrook, Illinois 60062, hereinafter referred to as "Consultant":

**WHEREAS**, County desires to obtain professional services to assist County with preparation of a Historic Structure Report for Evans' Rendezvous located on Amelia Island, Florida. Said services are more fully described in the *Technical Specifications/Scope of Work*, attached hereto and incorporated herein as Attachment "A"; and

**WHEREAS**, Consultant desires to render certain professional services as described in the *Technical Specifications/Scope of Work*, and has the qualifications, experience, staff and resources to perform those services.

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

**ARTICLE 1 - EMPLOYMENT OF CONSULTANT**

County hereby agrees to engage Consultant, and Consultant hereby agrees to perform the services set forth in the *Technical Specifications/Scope of Work*.

**ARTICLE 2 - SCOPE OF SERVICES**

**2.1** Consultant shall provide professional services in accordance with the *Technical Specifications/Scope of Work*.

**ARTICLE 3 - THE COUNTY'S RESPONSIBILITY**

Initials TP

Initials WJE

Except as provided in the *Technical Specifications/Scope of Work*, County's responsibilities are to furnish required information, services, render approvals and decisions as necessary for the orderly progress of Consultant's services. County hereby designates the Director of Planning and Economic Opportunity (PEO) to act on County's behalf with respect to the *Technical Specifications/Scope of Work*. The Director of PEO, 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 be from the date of execution and terminate one hundred eighty (180) days thereafter. The term of this Agreement may be extended upon mutual written agreement between both parties and shall be subject to fund availability.

#### **ARTICLE 5 - COMPENSATION**

5.1 Consultant shall be compensated a total sum of \$27,500.00, in accordance with the *Proposal* dated May 20, 2021, attached hereto and incorporated herein as Attachment "B".

5.2 Consultant shall prepare and submit to the Director of PEO, for approval, an invoice for the services rendered, with a copy provided to [invoices@nassaucountyfl.com](mailto:invoices@nassaucountyfl.com). Invoices for services shall be paid within forty-five (45) days, in accordance with the Florida Prompt Payment Act. All invoices shall be accompanied by a report or statement identifying the nature of the work performed, the hours required and compensation for the work performed. The report or statement shall

Initials TP

Initials TP



show a summary of fees. County reserves the right to withhold payment to Consultant for failure to perform the work in accordance with the provisions of this Agreement, and County shall promptly notify Consultant if any invoice or report is found to be unacceptable and will specify the reasons therefor.

**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, Consultant will clearly state "Final Invoice" on Consultant's final/last billing to County. This indicates that all services have been performed and all charges and costs have been invoiced to County and that there is no further work to be performed on the specific 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 County, re-perform services which fail to satisfy the foregoing standard of care.

**ARTICLE 7 - DOCUMENTS**

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

**7.1** This Agreement;

**7.2** *Technical Specifications/Scope of Work* attached hereto as Attachment "A";

Initials TP

Initials TR

- 7.3 *Proposal* attached hereto as Attachment "B";
- 7.4 *Certificate of Insurance* attached hereto as Exhibit "1"
- 7.5 Any work authorizations, written amendments, modifications or addenda to this Agreement.

**ARTICLE 8 - EQUAL OPPORTUNITY EMPLOYMENT**

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

**ARTICLE 9 - INDEMNIFICATION**

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

**ARTICLE 10 - INDEPENDENT CONSULTANT**

Consultant undertakes performance of the services as an independent consultant under this Agreement, and shall be wholly responsible for the methods of performance. County shall have no right to supervise the methods used, but County shall have the right to observe such performance. Consultant shall work closely with County in performing services under this Agreement.

**ARTICLE 11 - EXTENT OF AGREEMENT**

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

Initials TP

Initials THP



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

**ARTICLE 12 - COMPLIANCE WITH LAWS**

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

**ARTICLE 13 - INSURANCE**

Consultant shall maintain such commercial (occurrence form) or comprehensive general liability, workers compensation, professional liability, and other insurance as is detailed in Exhibit "1" and as is appropriate for the services being performed hereunder by Consultant, its employees or agents.

**ARTICLE 14 – ACCESS TO PREMISES**

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

**ARTICLE 15 - TERMINATION OF AGREEMENT**

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

**15.2 Default by Consultant:** In addition to all other remedies available to County, County may terminate this Agreement for cause should Consultant neglect, fail to perform, or observe any of the terms, provisions, conditions, or requirements herein contained. Prior to termination, County shall provide written notice of the specific

Initials TP

Initials TRP

conditions warranting default, and County shall allow thirty (30) days for Consultant to cure.

**ARTICLE 16 - NONDISCLOSURE OF PROPRIETARY INFORMATION**

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

**ARTICLE 17 – UNCONTROLLABLE FORCES**

**17.1** Neither 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.

**17.2** 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

Initials TP

Initials thp



and uncontrollable forces preventing continued performance of the obligations of this Agreement.

**ARTICLE 18 - GOVERNING LAW AND VENUE**

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

**ARTICLE 19 - MISCELLANEOUS**

**19.1 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.

**19.2 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.

**19.3 Public Records:** County is a public agency subject to Chapter 119, Florida Statutes. IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6010,

Initials TP

Initials TRP

RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, YULEE, FLORIDA 32097. Under this Agreement, to the extent that Consultant is providing services to County, and pursuant to section 119.0701, Florida Statutes, Consultant shall:

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

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

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of the Agreement if Consultant does not transfer the records to the public agency.

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

Initials TP

Initials TRK



**19.4 E-Verify:** Effective January 1, 2021, Contractors, shall register with and use the E-Verify System in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a. All persons employed by Contractor to perform employment duties within Florida during the term of the Agreement.

b. All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the Agreement with Owner. Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the Agreement is a condition of the Agreement with Owner.

c. Contractor shall comply with the provisions of Section 448.095, Florida Statutes, "Employment Eligibility", as amended from time to time. This includes, but is not limited to, registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also execute an affidavit attesting that Contractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the Agreement.

d. Contractor shall also require all subcontractors to execute an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the Agreement.

e. If Owner has a good faith belief that a person or entity with which it is contracting has knowingly violated §448.09(1), Florida Statutes, the Agreement shall be

Initials TP

Initials TP

terminated.

f. If Owner has a good faith belief that a subcontractor knowingly violated §448.095(2), but Contractor otherwise complied with §448.095(2), Florida Statutes, shall promptly notify Contractor and order Contractor to immediately terminate the contract with the subcontractor.

g. A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.

h. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination.

i. If the contract is terminated for a violation of the Statute by Contractor, Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

**19.5.** 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 20 - SUCCESSORS AND ASSIGNS**

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

**ARTICLE 21 - CONTINGENT FEES**

Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation,

Initials TP

Initials TR



individual or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

**ARTICLE 22 - OWNERSHIP OF DOCUMENTS**

Consultant shall be required to work in harmony with other consultants relative to providing information requested in a timely manner and in the specified form. All documents, records, disks, original drawings, or other information shall become the property of the County upon completion for its use and distribution as may be deemed appropriate by County.

**ARTICLE 23 - FUNDING**

The funding for the expenditures are available in the current fiscal year. The funding shall not require any additional budget appropriation by the County Commission of the County of Nassau.

**ARTICLE 24 - NOTICE**

**24.1** 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**

Director of PEO  
96161 Nassau Place  
Yulee, Florida 32097  
904-530-6300  
[tcrowe@nassaucountyfl.com](mailto:tcrowe@nassaucountyfl.com)

With a copy to the County Attorney at:

96135 Nassau Place, Suite 6  
Yulee, Florida 32097

Initials TP

Initials TR

(904) 530-6100  
[contracts@nassaucountyfl.com](mailto:contracts@nassaucountyfl.com)

With a copy to the Procurement Manager at:

96135 Nassau Place, Suite 2  
Yulee, Florida 32097  
(904) 530-6040  
[procurement@nassaucountyfl.com](mailto:procurement@nassaucountyfl.com)

**CONSULTANT:**

Timothy M. Penich, AIA  
Senior Associate  
Wiss, Janney, Elstner Associates, Inc.  
330 Pfingsten Road  
Northbrook, Illinois 60062  
(847) 753-7213  
[tpenich@wje.com](mailto:tpenich@wje.com)

**24.2** 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.

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

**ARTICLE 25 - DISPUTE RESOLUTION**

**25.1** County may utilize this section, at their discretion, as to disputes regarding contract interpretation. County may send a written communication to Consultant by email, overnight mail, UPS, FedEx, or certified mail. The written notification shall set

Initials TP

Initials ThP



forth County's interpretation of the Agreement. A response shall be provided in the same manner prior to the initial meeting with the County Manager. This initial meeting shall take place no more than twenty (20) days from the written notification of the dispute addressed to Consultant. Consultant should have a representative, at the meeting that can render a decision on behalf of Consultant.

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

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

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

Taco E. Pope, AICP  
Taco E. Pope, AICP, County Manager  
Its: Designee  
Date: 8/27/2021

**WISS, JANNEY, ELSTNER ASSOCIATES, INC.**

Timothy M Penich  
By: Timothy M Penich  
Its: Senior Associate  
Date: 9/1/2021

Initials TP

Initials TM

**ATTACHMENT "A"**  
**TECHNICAL SPECIFICATIONS/SCOPE OF WORK**

**SECTION 1: PROJECT INFORMATION**

**1.1 PURPOSE:**

The Nassau County Board of County Commissioners (BOCC) is soliciting this Request for Proposals from professional historic preservation consulting firms with a strong background in preparing Historic Structure Reports for the restoration of the building known as Evans' Rendezvous. This project is funded through a grant from the Department of Interior (National Park Service), through the African American Civil Rights Grant Program.

Evans' Rendezvous is a contributing structure in the American Beach National Register Historic District, designated in 2002. It is listed for local significance to the African American community as part of the Civil Rights movement of the 20th century, under Criterion A. The significance of visitor memories associated with the structure as the center of the community is critical to the ongoing preservation of American Beach.

**1.2 BACKGROUND:**

Evans' Rendezvous is located at 5508 Gregg Street in the heart of the American Beach Historic District. The American Beach community on Amelia Island, Florida was established by A.L. Lewis of the Afro-American Life Insurance Company in 1935. It was one of few safe havens for African American beachgoers in the segregated South during the 20th Century, as most beaches restricted African Americans to certain times or completely. In American Beach they could "enjoy recreation and relaxation without humiliation" (as quoted in advertisements for the resort community). It was the dream of MaVynnee Betsch, the great-great-granddaughter of A. L. Lewis, to preserve the historic nature of the community. It was she who first raised public awareness of the American Beach community.

One of the most popular and enduring commercial establishments was Evans' Rendezvous, an oceanfront restaurant, bar, and entertainment venue, offering African Americans a community gathering space in a segregated society prior to and through the prominent years of the Civil Rights Era. Remembered as the "heartbeat and synergy" of the community, Evans' Rendezvous was a 200-seat establishment, serving food and drinks and hosting leading African American figures such as Joe Lewis and Hank Aaron, as well as popular musical entertainers such as Cab Calloway and Ossie Davis. Although the predecessor of the Evans, established by Willie Evans, Sr., did not survive a fire, it was rebuilt in its present location and operated continuously until 2000, when it closed. The building included a restaurant, bar and nightclub, restrooms, and a beach concession. Next door was a small motel which was in disrepair and recently demolished to allow for a new interpretation of the now-vacant parcel.

Evans' Rendezvous, built in 1948, is a masonry vernacular structure, on a raised continuous slab foundation with an irregular footprint and a flat roof. The footprint and interior are largely original and intact. Minimal deterioration has occurred, and the building has been properly mothballed and secured. Visitors to and employees of the revered institution are still present in the community and can provide information regarding the functional history of the space.



Evans' Rendezvous sits on 1.64 acres of Nassau County coastal property adjacent to National Park Service protected land containing a portion of the NaNa Dune, the tallest remaining dune in Florida. The NaNa parcel is managed by the Timucuan National Ecological and Historic Preserve.

The County acquired Evans' Rendezvous property through a partnership with the Trust for Public Land, the State of Florida's Florida Communities Trust, and Forever Florida programs in 2004. One requirement for receiving the FCT grant was to develop a management plan to ensure the property be developed in accordance with the FCT Grant Award Agreement (#04-026-FF4). The management plan for the American Beach Historic Park was finalized in 2005. Since that date, the building was secured and has awaited grant funding for the Historic Structures Report, now obtained. It was the intent, when applying for the African American Civil Rights Grant that the Historic Structures Report include the requirements of the Management Plan.

The Management Plan's Objectives are to:

1. Provide for public use of the parcel with access to the beach while protecting and restoring the beach dune natural community,
2. Renovate Evans' Rendezvous building utilized for interpretation, recreation, and social events while providing a source of management revenue, if feasible, and
3. Provide a focus for the preservation, enhancement, and interpretation of the American Beach National Historic District and the immediate natural environment.

In 2018, County staff formed an Evans' Rendezvous Task Force with staff from the Planning Department, the County's Facilities Director, and several members of the American Beach community, including representatives of the American Beach Property Owners' Association (ABPOA), Friends of American Beach (FOAB), and the adjacent property owner.

Additional Background Information:

- American Beach is the first site designated as a destination on the Florida Black Heritage Trail by the Legislature's Study Commission on African American History in Florida and the Florida Division of Historical Resources. The Black Heritage Trail is a network of African-American landmarks located throughout the state;
- The Amelia Island Trail, part of the East Coast Greenway, a 3,000-mile trail from the Florida Keys to Canada, borders the western edge of the original American Beach boundary [<https://www.greenway.org>];
- The Florida Circumnavigational Saltwater Paddling Trail is a 1,515-mile sea kayaking Blueway that begins at Big Lagoon State Park near Pensacola, extends around the Florida peninsula and Keys, passes American Beach, and ends a short distance away at Fort Clinch State Park at the north end of Amelia Island. American Beach makes for an interesting stopping point. The trail includes every Florida coastal habitat type, from barrier island dune systems to salt marsh to mangroves. Numerous historical sites and points of interest are accessible by kayak [<https://floridadep.gov/parks/ogt/content/florida-circumnavigational-saltwater-paddling-trail>].

## SECTION 2: SCOPE OF SERVICES

### 2.1 PROJECT NEED AND TIMEFRAME

Provide to Nassau County information in the form of a Historic Structures Report that details information for the repair and improvements of the historic Evans' Rendezvous in a manner consistent with the Secretary of the Interior's Standards for the Rehabilitation of Historic Properties using, for direction, the National Park Service Preservation Brief #43.

It is estimated that the Historic Structures Report for Evans' Rendezvous can be completed in a six-month time period. The grant agreement began on August 1, 2020 and ends on August 30, 2023. If the report completion extends beyond a six-month timeframe, then an interim report package is required to be submitted to the NPS ATR at the end of each six-month time period.

In addition, the NPS will provide oversight of this grant project for compliance with the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation; Section 106 (54 U.S.C. § 306108) and 110f (54 U.S.C § 306107) of the National Historic Preservation Act in accordance with the State Historic Preservation Office; the National Environmental Policy Act (NEPA); review and approval of project signage to notify the public of federal involvement; and any other reviews as determined by NPS.

### 2.2 STATEMENT OF WORK

The Statement of Work is to be performed in accordance with the Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation*, and as determined eligible in the National Historic Preservation Act (NHPA), 54 U.S.C § 300101 et. seq., and in the Historic Preservation Grant Fund Manual. It includes:

- a. Development of a Historic Structure Report which will:
  1. Document the current condition of the structure,
  2. Detail any building code compliance issues,
  3. Identify character-defining features to be preserved,
  4. Recommend an appropriate method of treatment for the restoration,
  5. Provide the scope of work required for preservation outline a phasing schedule for improvements,
  6. Estimate the cost for the schedule of improvements,
  7. Include mitigation strategies for potential hurricane damage, and
  8. Consider the unified treatment of the building together with the surrounding site and grounds.
- b. Modification of the National Register nomination to include documentation of the site's connection to the African American Civil Rights movement of the 20th Century per the Grant Agreement.
- c. Consideration of the requirements within the American Beach Historic Park's Management Plan (see below).



The management plan specifies the following improvements be incorporated into the physical preservation and proposed reuse of the site:

- a. Public use of the parcel and building with public beach access,
- b. Utilize Evans' Rendezvous for interpretation, recreation and social events while providing a source of management revenue, if feasible,
- c. Include structural elements that enhance resistance to high winds, heavy rain, and storm surge. Any new structures should withstand hurricane-force winds,
- d. Provide a focus for the preservation, enhancement, and interpretation of the history of the site, American Beach national historic district and the native habitat and species, including the county's leadership in preserving the site,
- e. Include .5 acre of restored native landscape to any degraded portions of the dune landscape in the development of the park,
- f. Include on the entry sign, the Florida communities trust logo, the year the site was acquired and recognition of the trust for public land, and
- g. No duplication of programs at the nearby American Beach Museum will be permitted, but assistance can be received from the museum for the curation of exhibits and programmatic planning.

### 2.3 KICK-OFF MEETING and SITE VISIT

A brief introductory meeting between staff and the consultant's team will take place followed by a visit to the project site and the surrounding American Beach Historic District to give context to the ensuing project-scope meeting. At the meeting the team will discuss project context, design standards, timeline, initial tasks, issues, and expectations for the project. Prior to this initial meeting, the consultant will undertake a detailed review of the background documents and familiarize themselves with the property and context of the project.

### 2.4 DELIVERABLES

- Three original bound report sets printed on 8.5 x 11-inch paper, one electronic copy on a USB thumb-drive (with images saved in a "TIF" file), and one CAD file of architectural drawings to scale,
- Architectural drawings must be on a minimum of 18" x 24" sized paper,
- CAD files for the architectural drawings shall comply with the current United States National CAD Standard as published by the National Institute of Building Sciences and shall be submitted in "DWG" format fully readable by the current version of Autodesk AutoCAD, and
- One presentation to the staff and the Board of County Commissioners to convey the HSR findings and recommendations. Due to the current COVID-19 Pandemic, the Committee will host an initial introductory meeting via Zoom, with the option to attend in-person.

## 2.5 PRODUCT FORMAT

The HSR report must contain the following information and be organized as listed below. Use National Park Service Preservation Brief #43 for recommended elements.

- Title Sheet
- Table of Contents
- Introduction
  - o Study Summary
  - o Project Data
- Developmental History
  - o Historical Background and Context
  - o Chronology of Development and Use
  - o Physical Description
  - o Evaluation of Significance
  - o Condition Assessment
- Preservation Treatment & Work Recommendations
  - o Use Options & Costs
  - o Recommended Use with Detailed Cost Estimate
  - o Historic Preservation Objectives
  - o Requirements for Work
  - o Work Recommendations
- Bibliography
- Appendices



**ATTACHMENT "B"**



Wiss, Janney, Elstner Associates, Inc.  
330 Pfingsten Road  
Northbrook, Illinois 60062  
847.272.7400 tel  
[www.wje.com](http://www.wje.com)

May 20, 2021

Mr. J. Brian Simmons  
Procurement Manager  
Nassau County  
96135 Nassau Place, Suite 2  
Yulee, Florida 32097

**Evans' Rendezvous  
Historic Structure Report  
Proposal  
WJE No. 2021.3068**

Dear Mr. Simmons:

Wiss, Janney, Elstner Associates, Inc. (WJE) is pleased to provide the attached proposal to prepare a Historic Structure Report for Evans' Rendezvous at American Beach on Amelia Island, Florida. We have carefully reviewed the Request for Proposal and based on our previous experience, we believe we are very well qualified to perform the tasks required to satisfactorily complete the Historic Structure Report for Evans' Rendezvous. We would greatly appreciate the opportunity to assist Nassau County with this exciting and challenging project.

WJE personnel are nationally recognized experts in historic preservation and have wide-ranging experience in all aspects of planning, investigation, resource assessment, repair, and restoration. WJE project personnel offer the following unique qualifications for this project:

- Extensive experience with Secretary of the Interior's Standards for the Treatment of Historic Properties, *Preservation Brief 43: The Preparation and Use of Historic Structure Reports* (authored by WJE team member Deborah Slaton), the Secretary of the Interior's Standards and Guidelines for Architectural and Engineering Documentation, as well as other relevant codes and standards, and their application to historic properties.
- A multi-disciplinary team of professionals, including historical architects, historians, engineers, and landscape architects with extensive experience developing Historic Structure Reports.
- Team members with experience that greatly exceeds the Secretary of the Interior's Professional Qualification Standards in their respective disciplines.
- Experience with historic properties in the project area and region, including work at Timucuan Ecological and Historic Preserve.
- Extensive history of successful performance in terms of quality of work, timeliness, and cost control, for public sector work including numerous projects for the National Park Service as well as local municipalities.



Mr. J. Brian Simmons  
Nassau County  
May 20, 2021  
Page 2

If our team is awarded this project, I will serve as the primary contact person. My contact information is below:

Timothy M. Penich, AIA  
Senior Associate  
Wiss, Janney, Elstner Associates, Inc.  
330 Pfingsten Road  
Northbrook, Illinois 60062  
847-753-7213 (phone)  
847-691-9847 (mobile)  
847-291-9599 (fax)  
tpenich@wje.com

Thank you for the opportunity to submit the attached proposal.

Sincerely,

**WISS, JANNEY, ELSTNER ASSOCIATES, INC.**

A handwritten signature in black ink, appearing to read 'T. Penich'.

Timothy M. Penich, AIA  
Senior Associate





**Evans' Rendezvous  
Historic Structure Report  
Proposal**

**CONTENTS**

**Firm Profile and Experience ..... 1**

Firm Overview ..... 1

Project Team..... 2

**Project Approach..... 4**

Scope of Services..... 4

Deliverables ..... 7

Project Staffing ..... 7

Schedule..... 7

Budget ..... 8

**References ..... 9**

Fort Pulaski National Monument ..... 9

Martin Luther King Jr. National Historical Park..... 10

Timucuan Ecological and Historic Preserve ..... 11

**Attachments**

Addenda Acknowledgement (Attachment "C")

Public Entities Crimes Statement (Attachment "D")

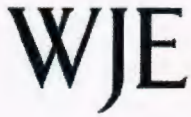
Drug Free Workplace Certificate (Attachment "E")

**Additional Qualifications**

Firm Overview

Historic Preservation Capabilities and Experience

Project Team Professional Qualifications



---

## **FIRM PROFILE AND EXPERIENCE**

### **Firm Overview**

Wiss, Janney, Elstner Associates, Inc. (WJE) is an interdisciplinary architecture, engineering, and materials science firm specializing in delivering practical, innovative, and technically sound solutions for all aspects of new and existing construction. Since the firm's founding in 1956, WJE has focused on delivering practical, innovative, and technically sound solutions across all areas of existing and new construction. WJE combines state-of-the-art laboratory and testing facilities and knowledge sharing systems to provide solutions for the built world. WJE has worked to preserve and restore some of the nation's most significant historic buildings and structures and has provided preservation services for historic properties under the stewardship of the National Park Service, General Services Administration, many State Historic Preservation Offices, and numerous other federal and state agencies. WJE is headquartered in Northbrook, Illinois, and has offices in twenty-nine cities, including Atlanta, Georgia, and Fort Lauderdale, Florida.

WJE personnel are experienced in architectural, structural and civil engineering, fire protection engineering, materials conservation, geotechnical engineering and geology, petrography and chemistry, testing and instrumentation, and landscape architecture. WJE has extensive knowledge and experience in historic preservation architecture and engineering, including past work on many National Historic Landmark, National Register, and National Register-eligible structures. WJE regularly completes historic preservation documents such as Historic Structure Reports, condition assessment reports for historic buildings and structures, architectural resource surveys for historic districts, Cultural Landscape Reports, National Register nominations, and Historic American Building Survey (HABS) documentation. Our specialized technical services for historic properties also include materials conservation studies and nondestructive evaluations, supported by our in-house materials science group.

WJE has been recognized by numerous preservation awards, including the Oculus Award for Leadership in Design and Cultural Heritage from the American Architectural Foundation and the Harley J. McKee Award for Outstanding Contributions to Preservation Technology from the Association for Preservation Technology International (APT), among others.

The professional experience of our WJE preservation staff exceeds the Secretary of the Interior's Professional Qualification Standards for Architectural History and Historic Architecture. In addition, WJE staff has extensive experience with Secretary of the Interior's Standards for the Treatment of Historic Properties, *Preservation Brief 43: The Preparation and Use of Historic Structure Reports* (authored by WJE team member Deborah Slaton), the Secretary of the Interior's Standards and Guidelines for Architectural and Engineering Documentation, as well as other relevant codes and standards, and their application to historic properties.

WJE has completed a number of Historic Structure Reports in the states of Florida and Georgia, including past work at Fort Pulaski National Monument near Savannah; Gulf Islands National Seashore on Santa Rosa Island near Pensacola; and Everglades National Park. Additionally, WJE previously completed a National Register nomination amendment for Kingsley Plantation at Timucuan Ecological and Historic Preserve (near the location of this project), and is currently developing a Historic Structures Report for the twenty-five tabby slave cabins at Kingsley Plantation. As a result of our recent work in the region and our experience developing Historic Structure Reports for buildings and structures in coastal areas, WJE has a





**Evans' Rendezvous  
Historic Structure Report  
Proposal**

---

good knowledge of state building codes and expertise in preparing recommendations for historic structures threatened by natural disasters and climate change. We regularly present the findings of studies we complete to our clients, to review agencies and consulting parties, and to the public at owner request.

In development and preparation of Historic Structure Reports, WJE typically makes use of the latest software platforms including Microsoft Office Suite, Adobe Creative Suite, AutoCAD, and Global Information System (GIS) technology. Project support staff also has experience with and the ability to utilize Revit.

Additional information about WJE and our capabilities can be found at the end of this proposal.

**Project Team**

The proposed project team includes architectural and engineering staff from our offices in Northbrook, Illinois, and Atlanta, Georgia, as well as landscape architecture staff from Charlottesville, Virginia. Qualifications for each team member are summarized below. For more detailed information on each team member, please reference the professional qualification sheets that are provided at the end of this proposal.

***Timothy Penich***

847-753-7213 | tpenich@wje.com

Mr. Penich is a WJE Senior Associate and historical architect with more than ten years of experience with WJE. He is a licensed architect in the State of Illinois and meets the Secretary of the Interior's professional qualification standards for historic architecture and architectural history. He has led and participated in the research, field investigation, and writing of numerous Historic Structure Reports, condition assessment reports, Cultural Landscape Reports, and other preservation studies, including National Register nominations and Historic American Buildings Survey (HABS) documentation. Past Historic Structure Report experience includes work for the National Park Service at Fort Pulaski National Monument, Timucuan Ecological and Historic Preserve, Martin Luther King, Jr. National Historical Park, Everglades National Park, and Reconstruction Era National Monument, among many other historic properties. Mr. Penich meets the Secretary of the Interior's professional qualification standards for historical architect and architectural historian.

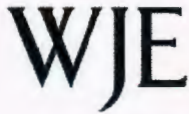
Mr. Penich will serve as project manager and main contact, as well as project historical architect. He will also review of research materials; participate in the review of documentation and preparation of the chronology of development and use; coordinate and participate in the site visit; condition assessment and documentation; assist in the development the evaluation of significance and integrity; contribute to the development of treatment recommendations; and serve as co-author the report. Mr. Penich will also assist in the development of the National Register nomination amendment.

***Deborah Slaton***

847-753-6430 | dslaton@wje.com

Ms. Slaton is a WJE Principal with more than thirty years of experience in historic preservation with WJE, and has served as lead author and principal investigator for numerous Historic Structure Reports, cultural landscape reports, and other preservation studies. Representative work includes Historic Structure Reports





**Evans' Rendezvous  
Historic Structure Report**  
Proposal

for properties nationwide, including numerous projects for the National Park Service, including work at Fort Pulaski National Monument, Timucuan Ecological and Historic Preserve, Martin Luther King Jr. National Historical Park, Everglades National Park, and Reconstruction Era National Monument. Ms. Slaton has published extensively, and is the author of the National Park Service *Preservation Brief 43: The Preparation and Use of Historic Structure Reports* and co-author of *Preservation Brief No. 15 – Repair of Historic Concrete*. Ms. Slaton meets the Secretary of the Interior's professional qualification standards for architectural historian.

Ms. Slaton will serve as project architectural historian and conservator. She will assist in the review of research materials and guide additional online research, develop the historical narrative and contribute to the condition assessment; develop the evaluation of significance and integrity; participate in preparation of treatment recommendations; and serve as co-author the report. Ms. Slaton will also assist in the development of the National Register nomination amendment.

**Michael Horst**

770-923-9822 | mhorst@wje.com

Michael Horst is a Principal, structural engineer, and manager of WJE's Atlanta office, with more than twenty-five years of experience. He is a registered professional engineer in Florida, and has conducted investigations and developed repairs for numerous concrete and masonry structures, including evaluation of structures to assess damage following hurricanes and tornados. He has worked on past Historic Structure Reports and condition assessments for various historic properties. Past Historic Structure Report experience includes work at Fort Pulaski National Monument, Timucuan Ecological and Historic Preserve, and Martin Luther King Jr. National Historical Park. In addition, Mr. Horst developed the structural design for stabilization and provided construction phase services for work at Dungeness Ruins on Cumberland Island, Georgia, for the National Park Service. Prior to joining WJE, he was a Civil Engineering Corps Officer in the U.S. Navy.

Mr. Horst will serve as project structural engineer. He will participate in the site visit, condition assessment and documentation; contribute to the condition assessment and to the development of treatment recommendations; and serve as co-author the report.

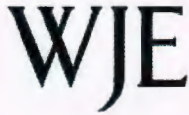
**Liz Sargent**

434-249-0317 | lizsargentla@gmail.com

Ms. Sargent is a historical landscape architect with more than twenty years of experience preparing cultural landscape reports, cultural landscape inventories, preservation master plans, historic landscape studies, and conceptual designs for historic landscape restoration for significant historic sites. Ms. Sargent is a WJE affiliated consultant, and frequently collaborates with a range of preservation professionals to prepare comprehensive master, concept design, and construction documentation plans. She collaborated with Mr. Penich and Ms. Slaton on many of the National Park Service projects mentioned above. Ms. Sargent is also active in several historic preservation-related organizations, serves as an advisor to community-led projects, lectures at school programs, and presents papers at professional conferences.

Ms. Sargent will serve as landscape architect and will provide recommendations relating to any landscape architecture issues that may arise as part of the development of the Historic Structure Report.





---

## **PROJECT APPROACH**

Based on the information included in the RFP, we understand that the Historic Structures Report for Evans' Rendezvous is intended to document the historic background, context and chronology of the building, assess its current physical condition, and recommend potential new uses as well as conservation and treatment.

A typical Historic Structure Report scope of services includes research and document review, investigation of existing conditions, evaluation of historic significance and integrity, identification of preservation goals, development of treatment recommendations, and an opinion of probable costs. The Historic Structure Report for Evans' Rendezvous will also identify potential new uses for the building.

We anticipate providing a draft report for review. Following the review and receipt of any comments, WJE will update the report to address reviewer comments and submit the final report, as outlined under "Deliverables" below.

As part of our past work, WJE has developed Historic Structure Reports for a number of government entities, including the National Park Service, as well as local municipalities. This work includes the completion of a Historic Structure Report for Auburn, a historic home, completed for the City of Natchez, Mississippi. Funding for the project was provided through a grant from the Mississippi Department of Archives and History (MDAH), who served as a reviewer of the report. WJE worked with both the City of Natchez and MDAH to complete the project.

Given the experience of the proposed project team, WJE is highly qualified to meet the criteria outlined in the RFP in an efficient manner.

### **Scope of Services**

#### ***Meetings***

Based on the RFP, WJE anticipates participating in the following meetings:

- An introductory meeting via Zoom.
- A kick-off meeting in conjunction with the site visit. Prior to the meeting and site visit, WJE will review the background documents to become more familiar with the property and context of the project.
- A presentation to staff and the Board of County Commissioner to convey the findings and recommendations of the Historic Structure Report.

#### ***Historic Structure Report***

The project team will develop a Historic Structure Report as defined by scope of services in the RFP. Additionally, the project team will reference *National Park Service Preservation Brief 43: The Preparation and Use of Historic Structure Reports*, when developing the report. Based on our understanding of the scope of services outlined in the RFP and our past experience completing Historic Structure Reports, we anticipate that the following will be included in the Historic Structure Report:

- **Title Page and Table of Contents.**





**Evans' Rendezvous  
Historic Structure Report**  
Proposal

- **Introduction.** The introduction will provide a summary of the project that will include a statement of the purpose, findings and recommendations of the study, including research findings, issues addressed by the report, and a summary of the treatment recommendations. Additionally, the introduction will include relevant project administrative data, such as location, ownership, and landmark status of the building. Description of project participants and methodology will also be included.

- **Developmental History.** The developmental history will include the following sections:

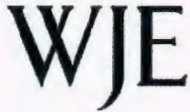
- *Historical Background and Context and Chronology of Development and Use.* While the National Register nomination prepared for the American Beach Historic District will serve as the basis for this section of the Historic Structure Report, WJE will perform selective research focusing on the connection between Evans' Rendezvous and the African American Civil Rights movement of the twentieth century. Research will be performed online and at any local repositories, including but not limited to the Amelia Island Museum of History, that may hold materials relevant to Evans' Rendezvous and American Beach. WJE will also review any documentation provided by Nassau County or other entities relating to the history of the building including historical images and photographs. This information will be organized, documented, and summarized for incorporation into the report.

The historical background and context will provide an overview of Evans' Rendezvous including its history and significant persons or events associated with its history and development. The chronology of development and use will describe the building as it was initially constructed (if known), and will note any documented modifications to the buildings as well as any known changes in use. Historic images, photographs, and drawings will be incorporated to help illustrate the history of the building.

- *Physical Description and Condition Assessment.* WJE will conduct a visual survey, and assess and document the building. The condition of the exterior features, including walls, roofs, windows, and doors, and interior features such as floors, walls, trim, and any built-in features (if present) will be surveyed. Any visible components of the structural system will all be surveyed. Depending upon conditions observed, detailed structural analysis may be recommended for future consideration. The general condition of the features as well as areas of deterioration and distress will be documented. Any portions of the building deemed unsafe will not be surveyed up close. We will note any areas where an up close assessment could not be performed.

This section of the report will include a description and condition assessment of the building. Building code compliance issues will also be noted based on the visual review of the existing structure. While a code compliance review for potential future uses will not be included (as this review cannot be performed until a schematic design for reuse is developed), code issues that may need to be addressed for future reuse, such as accessibility, will be noted. A brief description of the adjacent site will also be included. Information gathered during the on-site survey of the building will be recorded with digital photographs and written notes. Digital photography will be used to supplement the description of the building and its features, as well as to highlight any notable features observed as part of this study.





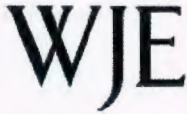
**Evans' Rendezvous  
Historic Structure Report**  
Proposal

- *Evaluation of Significance.* WJE will review the historical and architectural significance of Evans' Rendezvous to assist in the selection of the appropriate treatment. The historical significance previously established by the National Register of Historic Places nomination will be used as a reference in developing this section of the report, with additional information added on the role Evans' Rendezvous played in the African American Civil Rights movement of the twentieth century. Character-defining features of the buildings and structures at the building will be identified and discussed as part of this chapter.
- **Preservation Treatment and Work Recommendations.** The preservation treatment and work recommendations will include the following sections:
  - *Historic Preservation Objectives.* A recommended overarching treatment approach will be selected based on the treatment approaches defined in the Secretary of the Interior's Standards. The recommended treatment and a rationale for its selection will be included. The selection of the treatment approach will consider both the building and the surrounding site and grounds.
  - *Requirements for Work.* Applicable laws, recommendations, or other functional requirements will be outlined.
  - *Work Recommendations.* Recommendations will be developed based on the research and condition assessment. All recommendations provided as part of the report will be consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties, with the goal of retaining and protecting the property's historic character and context. Recommendations will address the building exterior envelope, structure, interior, and finish materials. Mitigation strategies for potential hurricane damage will also be addressed. Recommendations will be prioritized and opinions of probable cost will be provided for recommended repairs, based on the project team's experience with the repair and rehabilitation of historic buildings. As appropriate based on findings of the assessment, recommendations will also be provided (with associated costs) for further investigation.
  - *Use Options and Costs.* Based on correspondence and discussion with Nassau County and review of the requirements of the American Beach Historic Park's Management Plan, a limited number of appropriate uses will be identified and described. A general opinion of probable cost will be provided for the potential uses
  - *Recommended Use with Detailed Cost Estimate.* A recommended use based on direction from Nassau County will be identified and described. A general opinion of probable cost will be provided for the recommended use.
- **Bibliography and Appendices.** The bibliography will list sources of information. All sources will be footnoted throughout the report. Appendices may include any relevant historic photographs not already included in the report, as well as measured drawings of the existing condition of the building.

### ***National Register Nomination Update***

Based on the research conducted as part of the development of the Historic Structure Report, WJE will develop an amendment to the existing the American Beach Historic District National Register nomination. The amendment will include additional information, if available, documenting Evans' Rendezvous' connection to African American Civil Rights movement of the twentieth century. It is





**Evans' Rendezvous  
Historic Structure Report  
Proposal**

anticipated a draft report will be provided to Nassau County for submittal to the State Historic Preservation Office for review. Following this review, WJE will provide a final document for submittal.

### Deliverables

Based on the requirements outlined in the RFP, and our past experiences completing Historic Structure Reports, we anticipate two submittals: one draft report for review followed by a final report. The draft report will be submitted electronically. Final deliverables will include the following:

- Three, original bound reports printed on 8.5x11-inch paper and one electronic copy on a USB thumb-drive, with all images including in the report and taken as part of the site visit included as "TIF" files and CAD files of architectural drawings to scale. CAD files will comply with the current United States National CAD Standard as published by the National Institute of Building Sciences and shall be submitted in "DWG" format fully readable by the current version of Autodesk AutoCAD.
- Print copy of architectural drawings on a minimum 18x24 inch paper. Architectural drawings provided as part of this study will show existing conditions, not proposed conditions.

### Project Staffing

The following table shows the tasks each member of the proposed project staff will complete.

	Timothy Penich	Deborah Slaton	Michael Horst	Liz Sargent
<b>Site visit, field investigation and documentation</b>	X		X	
<b>Historical background and context and chronology of development and use</b>	X	X		
<b>Physical description and condition assessment</b>	X	X	X	X
<b>Evaluation of significance</b>	X	X		
<b>Treatment and work recommendations</b>	X	X	X	X

It is anticipated that junior architectural and engineering staff will assist with the drafting of existing condition drawings and format of the Historic Structure Report.

### Schedule

Based on the RFP, we understand that the final Historic Structure Report needs to be completed by August 30, 2023. The RFP further states that if the report is not completed within a six-month timeframe, an interim report is required to be submitted to NPS at the end of each six-month interval.

Based on previous experience developing Historic Structure Reports, we anticipate performing the site visit within 28 days of the execution of a contract. Prior to the site visit, WJE will review any background documentation provided. Based on the size of the building, we anticipate being on site for approximately 2 working days.

Following completion of the site visit, WJE anticipates completing the draft report within approximately 42 days. We assume approximately 30 days will be needed to review the draft report. WJE will review and address reviewer comments as possible, and will provide the final draft of the report within 21 days of





**Evans' Rendezvous  
Historic Structure Report  
Proposal**

---

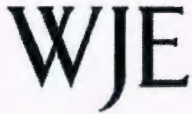
receiving the comments. If additional time is needed properly address any comments, WJE will notify the Nassau County Board of County Commissioners project contact following receipt of the comments.

The final presentation conveying the findings and recommendations of the Historic Structure Report to the Board of County Commissioner can be scheduled for a time following the completion of the final report.

Given the proposed schedule outlined above, we anticipate the project being completed within the six-month time period proposed in the RFP. A more formal schedule can be established following the scheduling of the site visit and field assessment.

**Budget**

We propose a lump-sum budget of \$27,500 be established to complete the tasks outlined in the Scope of Services above.



---

## REFERENCES

The following are representative examples of similar projects completed by WJE. The WJE project team members including in this proposal were extensively involved with these projects.

### **Fort Pulaski National Monument**

Fort Pulaski National Monument is home to a number of historic coastal defense structures including Fort Pulaski, a masonry fort completed in 1844.

The National Park Service retained WJE to prepare Historic Structure Reports for three historic structures at the site. In addition to Fort Pulaski itself, WJE prepared Historic Structure Reports for Battery Hambright, a late nineteenth century concrete artillery battery, and the mid-century National Park Service brick masonry Mission 66 Visitor Center on site.

Building upon previous research efforts, archival research was performed to gather information about the original construction and past modification and repair of the structures for use in assessing existing conditions and developing treatment recommendations. Documents reviewed included maps, drawings, specifications, historic photographs, and other written and illustrative documentation about history, construction, evolution, and repairs to the buildings. Condition surveys were performed and observations documented with digital photographs, field notes, and annotation on baseline drawings. Based on historical documentation and physical evidence gathered during the study, a context history and a chronology of design and construction were developed. An evaluation of the significance was also prepared. Based on the evaluation of historical and architectural significance of the structure, guidelines were prepared to assist in the selection and implementation of preservation treatments to address observed existing distress conditions as well as long-term conservation objectives. A narrative report was prepared summarizing the results of the research and inspection and presenting recommendations for treatment. Work on these projects began in 2012, and was completed in 2019.

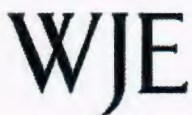
Project team members Timothy Penich, Deborah Slaton, and Michael Horst were all involved in the development of the Historic Structure Reports at Fort Pulaski National Monument.

Total contract value: \$242,300 (three separate projects)

### **Contact**

Melissa Memory  
Superintendent  
Fort Pulaski National Monument  
P.O. Box 30757  
Savannah, Georgia 31410  
912-786-8182 phone  
912-786-6023 fax  
melissa\_memory@nps.gov





---

### **Martin Luther King Jr. National Historical Park**

The Martin Luther King Jr. National Historic Site and Preservation District is located within the Sweet Auburn neighborhood on the east side of the City of Atlanta. This largely self-contained, historically African American neighborhood includes commercial, residential, and religious buildings dating from the late nineteenth century through the early twentieth century. The neighborhood, and particularly the block surrounding the Martin Luther King Jr. Birth Home, represents the formative years of Dr. King's life from 1929 through 1948. Dr. King returned to the neighborhood as an adult, serving as co-pastor of Ebenezer Baptist Church and co-founder and first president of the Southern Christian Leadership Conference, which established its headquarters at Prince Masonic Hall in 1957.

WJE architects and structural engineers were part of a multi-disciplinary team that prepared nine Historic Structure Reports for historic properties located within or contiguous with the Birth Home block at the National Historic Site. These properties included eight houses, one of which is the Martin Luther King Jr. Birth Home, as well as the historic Fire Station No. 6. The Birth Home serves as a house museum; the historic fire station is a historical museum; and the houses are used as either National Park Service offices or as rental residences. WJE staff was responsible for completing the condition assessment of the exterior, structural systems, and primary interior spaces and features of the buildings. WJE also identified potential climate change variables that are likely to have an effect on these structures in the future. WJE research and assessment helped establish the overall preservation direction for the buildings going forward.

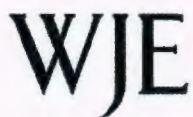
In addition to the Historic Structure Reports, WJE assisted in the completion of a Cultural Landscape Report for the National Historical Park. The Cultural Landscape Report addressed three character areas within the park: The Auburn Avenue historic residential neighborhood; the Edgewood Avenue historic commercial district; and the Visitor Services area, and included research, condition assessment, significance evaluation, and development of treatment recommendations for the cultural landscape.

Work on these projects began in 2016 and was completed in 2020. Project team members Timothy Penich, Deborah Slaton, and Michael Horst were all involved in the development of the Historic Structure Reports.

Total contract value: \$142,000 (two separate projects, not including Cultural Landscape Report)

### **Contact**

Cynthia Walton  
Branch Manager, Archeological and Historic Preservation Partnerships  
National Park Service, Interior Region 2  
100 Alabama St. SW  
Atlanta, Georgia 30303  
404-354-6072 phone  
cynthia\_walton@nps.gov



**Evans' Rendezvous  
Historic Structure Report  
Proposal**

---

**Timucuan Ecological and Historic Preserve**

The Kingsley Plantation is a 58-acre site located within the Timucuan Ecological and Historic Preserve and is the oldest extant plantation complex within the State of Florida. The plantation consists of the two-story plantation house, built between 1797 and 1798, a number of outbuildings, and the ruins of approximately twenty-five tabby slave cabins.

WJE historical architects and landscape architects consulted historical documentation, park planning documents, maps and drawings, and on-site sources to determine the current physical appearance and condition of the property, to establish character-defining features, areas and periods of significance, and historic integrity to develop an amendment to the existing National Register nomination. More than fifty contributing and noncontributing resources were photographed, researched, identified, and documented to provide updated information reflecting the current physical condition, significance, and integrity of the site and its resources. Work on the National Register Nomination Amendment began in 2014 as was complete in 2018.

Project team members Timothy Penich, Deborah Slaton, and Liz Sargent were co-authors of the National Register nomination amendment.

In addition to the completion of the National Register Nomination Amendment, WJE is currently engaged developing a historic structures report for the twenty-five tabby slave cabins. Work on this Historic Structure Report began in 2020 and is ongoing.

Project team members Timothy Penich and Deborah Slaton are involved in the Historic Structure Report project.

Total contract value: \$106,800 (two separate projects)

**Contact**

R. Steven Kidd  
Chief of Science and Resource Management  
Timucuan Ecological and Historic Preserve  
Fort Caroline National Memorial  
Jacksonville, Florida 32225  
904-805-7510 phone  
steven\_kidd@nps.gov





**Evans' Rendezvous  
Historic Structure Report  
Proposal**

---

**ATTACHMENTS**

- Addenda Acknowledgement (Attachment "C")
- Public Entities Crimes Statement (Attachment "D")
- Drug Free Workplace Certificate (Attachment "E")



**EXHIBIT "1"**  
**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

7/19/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Greyling Insurance Brokerage 3780 Mansell Road, Suite 370 Alpharetta, GA 30022	<b>CONTACT NAME:</b> Sam Barbera <b>PHONE (A/C No. Ext):</b> 847-753-7211 <b>FAX (A/C, No):</b> 847-291-9371 <b>E-MAIL ADDRESS:</b> sbarbera@wje.com						
<b>INSURER(S) AFFORDING COVERAGE</b>							
<b>INSURED</b> Wiss, Janney, Elstner Associates, Inc Attn: Sam Barbera 330 Pfingsten Rd. Northbrook IL 60062	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td><b>INSURER A :</b> Syndicate 2623/623 at Lloyd's</td> </tr> <tr> <td><b>INSURER B :</b></td> </tr> <tr> <td><b>INSURER C :</b></td> </tr> <tr> <td><b>INSURER D :</b></td> </tr> <tr> <td><b>INSURER E :</b></td> </tr> <tr> <td><b>INSURER F :</b></td> </tr> </table>	<b>INSURER A :</b> Syndicate 2623/623 at Lloyd's	<b>INSURER B :</b>	<b>INSURER C :</b>	<b>INSURER D :</b>	<b>INSURER E :</b>	<b>INSURER F :</b>
<b>INSURER A :</b> Syndicate 2623/623 at Lloyd's							
<b>INSURER B :</b>							
<b>INSURER C :</b>							
<b>INSURER D :</b>							
<b>INSURER E :</b>							
<b>INSURER F :</b>							

**COVERAGES**                      **CERTIFICATE NUMBER: 62941811**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS								
	<b>COMMERCIAL GENERAL LIABILITY</b>  <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$								
	<b>AUTOMOBILE LIABILITY</b>  <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$								
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$								
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below						<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th>PER STATUTE</th> <th>OTHE-R</th> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	PER STATUTE	OTHE-R	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
PER STATUTE	OTHE-R														
E.L. EACH ACCIDENT	\$														
E.L. DISEASE - EA EMPLOYEE	\$														
E.L. DISEASE - POLICY LIMIT	\$														
A	Professional Liability (Claims Made)			W1755E210701	1/1/2021	1/1/2023	\$1,000,000 Per Claim \$1,000,000 Annual Aggregate								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

WJE No. 2021.3068 - Evans Rendezvous Historic Structures Report

<b>CERTIFICATE HOLDER</b>  Nassau County Board of County Commissioners 96135 Nassau Place, Suite 2 Yulee FL 32097	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  Matias Ormaza
---	---

© 1988-2015 ACORD CORPORATION. All rights reserved.



Wiss, Janney, Elstner Associates, Inc  
Attn: Sam Barbera

07/19/2021

W1755E210701

Syndicate 2623/623 at Lloyd's referred to in this endorsement as either the "Insurer" or the "Underwriters"

**NOTICE OF CANCELLATION TO CERTIFICATE HOLDER**

This endorsement modifies insurance provided under the following

**AFB A&E MEDIA TECH<sup>®</sup> POLICY**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that in addition to the provisions of Clause XVI, CANCELLATION AND NONRENEWAL B., if this policy is cancelled by the Underwriters, other than for non-payment of premium, the Underwriters will provide 30 days written notice to the following party(ies)

**Mail Certificate Holders of Certificates of Insurance issued by or on behalf of the Named Insured**

All other terms and conditions of this Policy remain unchanged

Authorized Representative 

E01414  
082009 ed

Page 1 of 1





AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



### ADDITIONAL REMARKS SCHEDULE

Page \_\_\_ of \_\_\_

AGENCY Greyling Insurance Brokerage		NAMED INSURED Wiss, Janney, Elstner Associates, Inc Attn: Sam Barbera 330 Pfingsten Rd. Northbrook IL 60062	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25      **FORM TITLE:** Certificate of Liability (03/16)

**HOLDER:** Nassau County Board of County Commissioners

**ADDRESS:** 96135 Nassau Place, Suite 2 Yulee FL 32097

Subject to the terms, conditions, limitations and exclusions of the policies evidenced herein: The above are included as Additional Insureds when required by written contract with the Named Insured under the general liability including ongoing operations and products/completed operations and auto liability, but only with respect to services provided by the Named Insured.

When agreed in written contract, coverage is provided on a primary and non-contributory basis, subject to the terms and conditions of the policies.

Where required by written contract Waiver of Subrogation is afforded the Additional Insureds under the General Liability and Auto Liability, and Workers Compensation/ Employers Liability, subject to the terms and conditions of the policies.

Wiss, Janney, Elstner Associates, Inc  
 Attn: Sam Barbera

7/19/2021

POLICY NUMBER: GL9566221

COMMERCIAL GENERAL LIABILITY  
 CG 20 10 12 19

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
 CONTRACTORS - SCHEDULED PERSON OR  
 ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
<p>ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.</p>	<p>PER THE CONTRACT OR AGREEMENT.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

**A. Section II 6 Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:**

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



**C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;  
whichever is less.

This endorsement shall not increase the applicable limits of insurance.

Wis, Janney, Elstner Associates, Inc  
Attn: Sam Barbera

7/19/2021

POLICY NUMBER: GL9568221

COMMERCIAL GENERAL LIABILITY  
CG 20 37 12 19

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.



Wiss, Janney, Elstner Associates, Inc  
Attn: Sam Barbera

7/19/2021

POLICY NUMBER: GL9586221

COMMERCIAL GENERAL LIABILITY  
CG 20 01 12 19

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance Condition** and supersedes any provision to the contrary:

### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Wiss, Janney, Elstner Associates, Inc  
Attn: Sam Barbera

7/19/2021

POLICY NUMBER: GL9566221

COMMERCIAL GENERAL LIABILITY  
CG 24 04 12 19

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
ELECTRONIC DATA LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES  
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

### SCHEDULE

Name Of Person(s) Or Organization(s):

PURSUANT TO APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.



**ENDORSEMENT**

This endorsement, effective 12:01 A.M. 7/19/2021 forms a part of

Policy No. GL9566221 issued to Wiss, Janney, Elstner Associates, Inc  
Attn: Sam Barbera

by  
Nat'l Union Fire Ins Co of Pittsburgh, PA

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL  
TO ENTITIES OTHER THAN THE FIRST NAMED INSURED**

This policy is amended as follows:

In the event that the Insurer cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the Insurer, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the Insurer received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the Insurer,

the Insurer will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 30 days after the **First Named Insured** provides such information to the Insurer; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the Insurer.

Proof of the Insurer emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the Insurer has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy

107414 (03/11)

\_\_\_\_\_  
Authorized Representative or Countersignature  
(in States Where Applicable)

7/19/2021

POLICY NUMBER: CA5721463

COMMERCIAL AUTO  
CA 20 48 10 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DESIGNATED INSURED FOR COVERED  
AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<b>Named Insured:</b> Wis, Janney, Elstner Associates, Inc Attn: Sam Barbera
<b>Endorsement Effective Date:</b> 04/01/2021
<b>SCHEDULE</b>
<b>Name Of Person(s) Or Organization(s):</b> AS REQUIRED PER WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1.

of Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.



**ENDORSEMENT**

This endorsement, effective 12:01 A.M. 7/19/2021 forms a part of

Policy No. CA5721463

issued to Wiss, Janney, Elstner Associates, Inc  
Attn: Sam Barbera

By

Nat'l Union Fire Ins Co of Pittsburgh, PA

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

*This endorsement modifies insurance provided under the following:*

**BUSINESS AUTO COVERAGE FORM**

**Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us, is amended to add:**

However, we will waive any right of recover we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

- (1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and
- (2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovery funds obtained

---

Authorized Representative

62897 (6/95)

**ENDORSEMENT**

This endorsement, effective 12:01 A.M. 7/19/2021 forms a part of

Policy No. CA5721463 issued to Wiss, Janney, Elstner Associates, Inc  
Attn: Sam Barbera

by

Nat'l Union Fire Ins Co of Pittsburgh, PA

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL  
TO ENTITIES OTHER THAN THE FIRST NAMED INSURED**

This policy is amended as follows:

In the event that the Insurer cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the First Named Insured is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the Insurer, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the Insurer received this information after the First Named Insured receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the Insurer,

the Insurer will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 30 days after the First Named Insured provides such information to the Insurer; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the First Named Insured provides such information to the Insurer.

Proof of the Insurer emailing the Advice, using the information provided by the First Named Insured, will serve as proof that the Insurer has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy

107414 (03/11)

\_\_\_\_\_  
**Authorized Representative or Countersignature  
(in States Where Applicable)**



7/19/2021

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

This endorsement, effective 12:01 AM 04/01/2021 forms a part of Policy No. WC015853342 (AOS)

Issued to Wiss, Janney, Elstner Associates, Inc  
Attn: Sam Barbera

By New Hampshire Ins. Co.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule

**Schedule**

ANY PERSON OR ORGANIZATION WHOM OR WHICH YOU HAVE  
WAIVED SUCH RIGHT OR RECOVERY IN A WRITTEN  
CONTRACT WITH THAT PERSON OR ORGANIZATION PROVIDED  
SUCH WRITTEN CONTRACT:  
1. IT CURRENTLY IN EFFECT OR WILL BECOME EFFECTIVE  
DURING THE TERM OF THE POLICY; AND  
2. WAS EXECUTED AND BECAME EFFECTIVE PRIOR TO THE  
OCCURRENCE OF THE INJURY COVERED BY THIS POLICY.

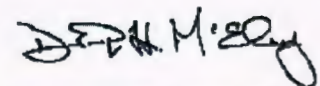
This form is not applicable in Kansas for private construction contracts as defined in K.S.A. 16-1801 through K.S.A. 16-1807 or public construction contracts as defined in K.S.A. 16-1901 through 16-1908, except where permitted by statute or other applicable law, such as for use in wrap-up insurance programs.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas, or Utah.

WC 00 03 13  
(Ed. 04/84)

Countersigned by \_\_\_\_\_



Authorized Representative

7/19/2021

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy)

This endorsement, effective 12:01 AM 04/01/2021 forms a part of Policy No. WC015853342 (AOS)

Issued to Wiss, Janney, Elstner Associates, Inc  
Attn: Sam Barbera

By

New Hampshire Ins. Co.

**LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL  
TO ENTITIES OTHER THAN THE NAMED INSURED  
(WORKERS' COMPENSATION ONLY)**

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date,
2. the **Named Insured** or, if applicable, any other employers named in Item 1 of the Information Page is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s) ") and the **Named Insured** has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the **Insurer** received this information after the **Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice" ) via e-mail to each such Certificate Holders within 30 days after the **Named Insured** provides such information to the **Insurer**, provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **Named Insured** provides such information to the **Insurer**

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following definitions apply to this endorsement:

1. **Named Insured** means the insured first named employer in Item 1 of the Information Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Information Page of this policy.

All other terms, conditions and exclusions shall remain the same

**AUTHORIZED REPRESENTATIVE**

**WC 99 00 56  
(Ed. 04/11)**