

BOCC CONTRACT APPROVAL FORM

CS-20-323

(Contract Management Use only) CONTRACT TRACKING NO. CM3070
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GENERAL INFORMATION

Requesting Department County Manager

Contact Person: Taco Pope

Telephone: (904) 530-6010 Fax: () _____ Email: tpope@nassaucountyfl.com

CONTRACTOR INFORMATION

Name: Cityscape Consultants, Inc

Address: 2423 S Orange Ave #317, Orlando, FL 32806

City

State

Zip

Contractor's Administrator Name: Kay Miles Title: Business Manager

Telephone: (877) 438-2851 Fax: () _____ Email: kay@cityscapegov.com

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

Authorized Signatory Name: Susan Rabold

Authorized Signatory Email: susan@cityscapegov.com

CONTRACT INFORMATION

Contract Name: AGREEMENT FOR WIRELESS CONSULTING SERVICES

Description: consulting services regarding the assessment and evaluation of the County's existing radio system relative to the minimum P25 standards and map addendums for the Wireless Master Plan as it relates to existing and potential public safety equipment locations

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

Terms: Payment Period: _____ Amount per Period: _____

Total Amount of Contract: \$49,600

APPROXIMATE IF NECESSARY

Source of Funds: 01-252-525-52-531000 Termination/Cancellation: _____

Authorized Signatory: Taco Pope

IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC

Contract Dates: From: Execution to: 6 months

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

CHECKLIST*Complete and attach before sending contract for final signature*

Requirement	Description	Certified Complete By
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.	ME
Name, Address, Contact Person	The full name, address, legal status (i.e., corporation, partnership, etc.) and contact person of other party are included.	ME
Understanding	Written contract matches the verbal understanding of all parties. All terms and conditions conform to the final negotiations/agreement of the parties.	ME
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.	ME
Other Necessary Agreements	All other necessary agreements or waivers referred to in contract have been obtained and are attached and properly identified for reference.	ME
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.	Defer to CA
Term of Contract	Start and end dates of contract are included. Any renewals are included.	ME
Warranties/Guarantees	Warranties or guarantees give satisfactory protection.	
Insurance	Risk manager _____ has or _____ will approve insurance clauses. Levels confirmed ins requirements	ME
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.	Defer to CA
Confidentiality Agreements	All nondisclosure clauses include exceptions regarding disclosure as required by law. If not applicable, indicate "n/a."	n/a
Printed/Typed Names	Names of all persons signing contracts are printed or typed below signatures.	Defer to CA

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY

1. Tao E. Popey AICP 9/23/2021 County Manager
Department Head Signature** Date Submitting Department
2. [Signature] 9/24/2021 01-252-525-52-531000
Procurement Date Funding Source/Acct #**
3. Megan Diehl 9/27/2021
Office of Management & Budget Date
4. Michael S. Mullin 9/27/2021
County Attorney/Contract Management Date

COUNTY MANAGER – FINAL SIGNATURE APPROVAL

5. Tao E. Popey AICP 9/27/2021
County Manager Date

**** THE DEPARTMENT HEAD SIGNING THIS DOCUMENT
CERTIFIES THEY HAVE CONFIRMED FUNDING PRIOR TO SUBMITTING THIS FORM.**

RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION



AGREEMENT FOR WIRELESS CONSULTING SERVICES

This AGREEMENT FOR WIRELESS CONSULTING SERVICES, is made and entered into by and between CityScape Consultants, Inc., a Florida Corporation, hereinafter referred to as the "Consultant," and Nassau County, Florida, a body politic and corporate of the State of Florida, hereinafter referred to as the "County." The Consultant and County are collectively referred to as the "Parties."

WHEREAS, Section 704 of the Telecommunications Act of 1996 mandates that local government cannot prohibit the provision of personal wireless services and requires local government to not unreasonably discriminate among providers of functionally equivalent services; and

WHEREAS, the County desires to engage the services of the Consultant to perform for the County consulting services regarding the assessment and evaluation of the County's existing radio system relative to the minimum P25 standards and map addendums for the Wireless Master Plan as it relates to existing and potential public safety equipment locations; and

WHEREAS, the Consultant desires to consult with appropriate County staff as an independent Consultant of the County regarding wireless telecommunications issues or projects within the County; and

NOW, THEREFORE, in consideration of the mutual benefits and conditions set forth below, the parties hereto agree as follows:

1. **Scope of Services to be performed by Consultant.** The Consultant shall perform the Scope of Work described in Exhibit "A" of this Agreement. In performing such approved services, the Consultant shall comply with all federal, state and local laws and regulations applicable to the performance of such services. The Consultant shall perform services diligently and completely and in accordance with generally accepted professional standards of conduct and performance.
2. **Duration of Contract.** This Agreement is effective on the date it is signed by both parties (the "Effective Date") and shall be in full force and effect for a period of six (6) months. Time is of the essence of this Agreement in each and all of its provisions in which performance is required. This Agreement may be extended by mutual consent of the parties, evidenced in writing and executed by both parties, for a total of six (6) thirty (30) day periods to facilitate completion of the Scope of Work.
3. **Compensation and Method of Payment.** Consultant shall receive as compensation for the performance of services contemplated by this Agreement, a fixed project fee, in the amount of Forty Nine Thousand Six Hundred Dollars (\$49,600.00). The fee schedule is outlined in Exhibit "A" of this Agreement. Consultant's fee will be invoiced and paid by the County upon completion of each Task in the Scope of Work.
4. **Notices.** Whenever any notice is required or permitted, such notice shall be in writing and shall be deemed sufficiently given if delivered by hand or by guaranteed overnight delivery service to the address of the party to be notified or if deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the party to be notified as follows:

CONSULTANT: CityScape Consultants, Inc.
2423 S Orange Ave #317
Orlando, FL 32806
Attn: Kay Miles, Business Manager
Email: kay@cityscapegov.com
Tel: 877-438-2851 Fax: 877-220-4593

COUNTY: Nassau County
96161 Nassau Place
Yulee, FL 32097
Attn: Taco Pope
Email: tpope@nassaucountyfl.com
Tel: (904) 530-6300 Fax:

Notices delivered in accordance with this paragraph shall be deemed received on the date of delivery to such address or, if mailed, three days following deposit in the United States mail. Either party may change its address for delivery of notice by giving notice of change of address in compliance with the terms of this Section.

5. **Entire Agreement:** This Agreement constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, proposals and any other agreement of any kind relating to the subject matter of this Agreement. There are no representations or understandings of any kind not set forth herein. Any modification of this Agreement shall be in writing and executed by both parties hereto.
6. **Governing Law; Jurisdiction; Venue.** The construction and performance of this Agreement shall be governed by and construed pursuant to the laws of the State of Florida. Venue for any legal actions initiated concerning this Agreement or arising in any way from and out of this Agreement shall be brought in the appropriate state court sitting in Nassau County, Florida, having jurisdiction over said claim. The parties waive any right they may have to venue in any other jurisdiction.
7. **Authority.** Each party hereto represents to the other party that such individual executing this Agreement on behalf of that party is authorized by the requisite action of the party to execute this Agreement.
8. **Insurance.** Consultant shall maintain liability insurance in the amounts provided for in Exhibit "B" naming the County as an additional insured thereon.
9. **Project Records and Documents.** Each party, upon reasonable request of the other party, shall permit examination or audit of all project-related records, books, documents, and papers during or following completion of the project. Each party shall maintain such records, books, documents, and papers for at least three (3) years following completion of the services performed.
10. **Assignment.** Neither party may assign or transfer its rights or obligations under this Agreement without prior written consent of all other parties.
11. **Indemnification.** Consultant agrees to protect, defend, indemnify and hold County, its employees and elected and appointed officials, harmless from any and all claims, damages, costs, liability, or expenses (including attorney's fees) arising out of or in any way connected with the activities and performance of the Consultant, Consultant's employees, agents, sub-Consultants and anyone else working for or on behalf of Consultant arising out of or from the Work.

12. Relationship. Nothing herein shall be construed to imply a joint venture, partnership, or principal-agent relationship between the County and Consultant; and neither Party shall have the right, power, or authority to obligate or bind the other in any manner whatsoever, except as otherwise agreed in writing.
13. Public Records. (A) The County is a public agency subject to Chapter 119, Florida Statutes. Under this agreement, to the extent that Consultant is providing services to the County, and pursuant to Section 119.0701, Florida Statutes, the Consultant shall:
1. Keep and maintain public records required by the public agency to perform the service.
 2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Consultant does not transfer the records to the public agency.
 4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Consultant or keep and maintain public records required by the public agency to perform the service. If the Consultant transfers all public records to the public agency upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically 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.

(B) REQUEST FOR RECORDS; NONCOMPLIANCE

- (1) A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the Consultant of the request, and the Consultant must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
- (2) If a Consultant does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
- (3) A Consultant who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10, Florida Statutes.

(C) CIVIL ACTION

- (1) If a civil action is filed against a Consultant to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the Consultant the reasonable costs of enforcement, including reasonable attorney fees, if:
 - (a) The court determines that the Consultant unlawfully refused to comply with the public records request within a reasonable time; and
 - (b) At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Consultant has not complied with the request, the public agency and to the Consultant.
- (2) A notice complies with subparagraph (1) (b), if it is sent to the public agency's custodian of

public records and to the Consultant at the Consultant's address listed on its contract with the public agency or to the Consultant's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format. A Consultant who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 29th day of September, 2021.

CONSULTANT: CITYSCAPE CONSULTANTS, INC.

By:

Susan Rabold

Date: 9/29/2021

Title: Project Manager

ATTEST:

N/A

N/A

Print Name

COUNTY: NASSAU COUNTY, FLORIDA

By:

Taco E. Popey AICP

Date: 9/27/2021

Title: County Manager

ATTEST:

N/A

N/A

Print Name

EXHIBIT "A"



SCOPE OF SERVICES FOR THE Study and Report of Emergency Service

Nassau
County,
Florida

CityScape
CONSULTANTS, INC.



"Unleashing the Power of Technology"

**Federal
Engineering®**

Prepared by:

CityScape Consultants, Inc.

August 3, 2021



July 30, 2021

Mr. Taco Pope,
Nassau County
96161 Nassau Place
Yulee, FL 32097

Dear Mr. Pope,

CityScape Consultants, Inc. (CityScape) is pleased to submit this proposal to provide a public safety radio system assessment for Nassau County, Florida. CityScape values this opportunity to expand upon its wireless master planning work with the County. We are committed to assisting the County's continued endeavors to advance and evaluate its wireless communications networks.

This proposal provides a Scope to assess and evaluate the County's existing radio system relative to the minimum P25 standards and the Wireless Master Plan.

CityScape has teamed up with Federal Engineering Inc. (FE), in previous wireless communication projects and is pleased to collaborate again for the undertaking of a project for the County. FE has extensive experience assessing public safety radio systems and will guide the County through its unique challenges and help determine actions necessary to achieve optimal public safety communications results. Independently both CityScape and FE have been consulting for more than two decades to public entities across the country and many Florida jurisdictions. Together we are thoroughly familiar with the County, its radio system communications, current wireless master plan and the desires of the County to assess, evaluate and optimize the emergency systems services.

As always, CityScape looks forward to working with the County on this project.

Sincerely,

Kay Miles
CityScape Consultants, Inc.



Public Safety Radio System Assessment

PROJECT UNDERSTANDING AND SCOPE OF WORK

Project Understanding

Nassau County, Florida is seeking an analysis of its current public safety radio system to address the following concerns:

- Does the County's existing system meet the minimum P25 standards?
- Does the County have any critical issues that need to be addressed immediately?
- Is any of the County's equipment currently mounted on the existing towers damaged or in need of replacement?

CityScape proposes the following scope of services to be completed in unison by CityScape and FE, for the development of a study and report of the County's Emergency Services including mapping addendums for the County's Wireless Master Plan (Master Plan) as needed.

FE's technical expert will conduct an initial project initiation meeting to discuss project goals and concerns with the County. FE will then review existing system documentation, conduct site surveys at six infrastructure sites and the County dispatch center, assess equipment based on visual observations and documentation, and identify any critical issues with the system. FE will document their findings and recommendations in a *Nassau County Public Safety Radio System Assessment and Findings Report*, which FE will review with the County and then finalize based on stakeholder input.

CityScape will review FE's findings and revise or add maps to the County's existing Master Plan if needed.

Scope of Work

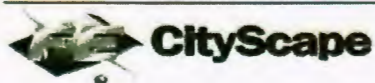
TASK 1A:

Project Initiation Meeting (Meeting #1)

CityScape and FE will conduct a project initiation meeting for the public safety radio system assessment project with the County's project manager and designated officials on a mutually agreed upon date. This meeting will reaffirm a common understanding of the project goals, objectives, and vision, items best understood through a close working relationship between our respective management teams and staffs. County's concerns with its existing radio system will also be discussed during this meeting.

Documentation Review

FE will request and review existing system documentation, FCC licenses, radio shop records, site information, equipment and subscriber inventories, site data, and other documents needed to assess the existing system. Performing a review of available documentation will provide FE with a



Public Safety Radio System Assessment

common starting point and a foundation for understanding the status of the current radio system. FE will prepare a preliminary inventory of equipment, which will be confirmed during site visits.

Stakeholder Interviews

Following the review of the existing system documentation, FE will conduct interviews with the County's radio operations personnel and radio shop to identify user needs and solicit perceptions of the radio system's performance in meeting those needs. FE will also review any documented equipment deficiencies or gaps, and discuss concerns about the equipment's current and future viability.

TASK 1B:***Site Visits to Analyze Existing System***

Leveraging FE's experience surveying thousands of radio sites across the country, the FE project team will review the status of the County's six radio sites and dispatch center, including shelters, HVAC systems, and emergency power. FE will review data, inventory and maintenance records provided by the County and information from the County's radio shop to develop an assessment of the condition and performance of the existing infrastructure and equipment. FE will conduct follow-up calls to confirm information, as required.

FE and CityScape will conduct physical site visits to the County's six existing tower sites and the dispatch center. FE's technical lead, whose office is in Nassau County, will spend two days onsite, escorted by a County staff person, to visit each location. Site data will be collected and confirmed for each location, including but not limited to:

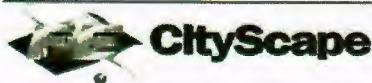
- | | |
|---|---------------------------------------|
| • Latitude and longitude | • Tower elevations |
| • Access road and general site conditions | • Availability of surrounding land |
| • Perimeter security | • Transmission line support structure |
| • Equipment shelter and available space | • Waveguide and dry air systems |
| • HVAC | • AC, DC, solar power |
| • Antennas and mounts and available space | • Emergency power |
| • Nearby obstructions | • Radio and microwave electronics |
| • Service history and ownership | • Grounding/variances from standards |

Note: FE can perform a structural analysis of the towers on an optional basis.

Analysis of Equipment and Identification of Deficiencies

FE will assess the site, equipment, and maintenance records for functionality and potential future use based on visual observation, then document any site deficiencies and status of existing system equipment, network infrastructure, and facilities. FE's analysis will assess any deficiencies or areas of concern with the following system components:

- Fixed radio system hardware and software releases
- Mobile and portable radios



Public Safety Radio System Assessment

- Shelters, HVAC systems, and emergency power, assessing reliability, maintenance schedules, and available support

FE will document findings and inventory results. *FE*'s technical lead and expert will evaluate equipment lifecycles, redundancy, and resiliency and assess the system's adherence to the latest industry standards for P25 systems. Any critical issues with the system or any existing equipment will be identified that needs to be replaced.

CityScape will review *FE*'s findings and if needed will update the County's inventory catalog and maps in the Master Plan.

TASK 2A:***Public Safety Radio System Analysis and Findings Report***

FE will prepare a draft *Nassau County Public Safety Radio System Analysis and Findings Report*. The report will describe the County's existing system, data from the site surveys, inventory, analysis and identification of concerns or deficiencies, and recommendations for any equipment replacement or upgrades.

TASK 2B:***Analysis and Onsite Meeting (Meeting #2)***

CityScape and *FE* will conduct an onsite meeting with County stakeholders. *FE* will present its findings, review recommendations for system enhancements, and lead discussion for decision makers to provide feedback on its initial draft report. *CityScape* will present any revised MP maps. The County will have five (5) business days to review and provide feedback to *CityScape*'s project manager.

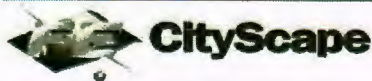
TASK 3:***Final Report Submission***

A revised *Nassau County Public Safety Radio System Analysis and Findings Report* will then be finalized based on comments.

It should be noted that the *FE* report will be unique to the County and communicate the complicated technical emergency system information in a balanced presentation for both a technical and non-technical audience.

Deliverable Schedule

The public safety radio assessment project schedule below assumes contract execution and notice to proceed is received no later than August 23, 2021. This tentative schedule will be adjusted and refined through discussions with CityScape and the County's designated project manager and can be modified if desired to meet the County's expectations. Current estimated timeline is an estimated six-week completion.



Public Safety Radio System Assessment

Task Description	Est Weeks*
Task 1A: Project initiation Meeting #1; receipt of radio system documentation from County; Stakeholder interviews	2
Task 1B: Site surveys and system analysis complete	4
Task 2A and 2B: Draft Radio System Analysis and Findings Report, revised mapping if needed and Meeting #2	5
Task 3: Final Radio System Analysis and Findings Report delivery	6

*Estimated Weeks to completion after Project Initiation.

Project Staff

CityScape: Ms. Susan Rabold will serve as the CityScape Project Manager and will be supported by Elizabeth Smith, Government Liason and Benjamin Evans, Senior Engineer and other CityScape specialists as needed.

FE: Mr. Travis LePage will serve as the FE Project Director and will be supported by Terry Forehand, Senior Consultant and other FE specialists as needed.

Resumes are included in the attached Appendix.

COST PROPOSAL**Fixed Price**

The total firm fixed cost, including labor, travel, and other direct costs will be \$49,600.

The proposed costs for this project are indicative of the efficiency of our operations, our proven automated tools, our vast experience completing similar projects, and our view of the strategic nature of the County's project. Further, it is not our culture to "up-scope" during contract negotiations or during the project, unless the County adds additional work beyond that outlined in this scope of work.

The invoicing schedule shall be as follows; to be invoiced upon completion of each Task:

Task Description	Invoice Amount
Task 1A and 1B: Project initiation meeting #1, interviews, and site surveys complete	\$29,320
Task 2A: Draft Radio System Analysis and Findings Report delivery	\$12,400
Task 2B: Map and catalog revisions	\$ 5,800
Task 3: Final Radio System Analysis and Findings Report delivery	\$ 2,080

**CityScape**

Public Safety Radio System Assessment

Per Diem Rates

If required by the County, *FE and/or CityScape* can provide additional services in accordance with the rate schedule below. Any additional services will be requested and approved in advance.

SCHEDULE A

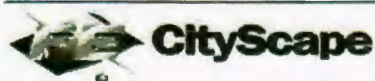
Effective through December 31, 2021

Regulatory Consultant (CityScape)	\$ 300.00 per hour
Senior Engineer (CityScape)	\$ 250.00 per hour
Director/Chief Consultant (FE)	\$ 250.00 per hour
Senior Consultant (FE)	\$ 210.00 per hour
Consultant (FE)	\$ 180.00 per hour
Senior Analyst (FE)	\$ 150.00 per hour
Analyst (FE)	\$ 110.00 per hour
Administrative / Computer Services (FE)	\$ 76.00 per hour

Proprietary Notice

This proposal, its contents, and appendices are proprietary to CityScape Consultants, Inc./Federal Engineering, Inc. and shall not be disclosed to third parties without prior written permission from CityScape Consultants, Inc./Federal Engineering, Inc. Should this proprietary notice conflict with any government procurement regulations, policies, or practices, the government procurement regulations shall take precedence.

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Public Safety Radio System Assessment**Basis of Proposal**

1. This proposal assumes CityScape Consultants, Inc., and Federal Engineering, Inc. will perform the tasks called out in the technical proposal (excluding optional tasks). The deletion of a task, a significant change in scope of one or more tasks, or use of a phased implementation approach may affect the overall price.
2. **CityScape** will provide the draft report and final deliverables electronically to the County.
3. Any optional or additional tasking will be authorized by mutual agreement of CityScape Consultants and **Nassau County**. Such additional tasking will be performed on a time and materials basis in accordance with the rates in Schedule A or on a fixed price basis as mutually agreed upon in a task order by CityScape and the County.
4. **CityScape and FE's** ability to fulfill this task depends, in part, on the willingness and ability of the County, County participants, equipment vendors, service providers, third parties, and others to provide information in a timely manner, and upon the accuracy of the information as supplied. The accuracy of input data, whether provided in electronic or hard copy form, and the recommendations, actions, system designs, system procurements, and license filings resulting therefrom cannot, therefore, be warranted by CityScape/FE nor can the performance, suitability, or reliability of said systems be warranted by CityScape/FE. CityScape/FE accepts no responsibility or liability to any third party in respect to any information or related content delivered by CityScape/FE. This information is subjective in certain respects, and, thus, susceptible to multiple interpretations and may be in need of periodic revisions based on actual experience and subsequent developments.
5. This proposal is based upon a start date on or before August 23, 2021 and assumes a six-week schedule to completion. Delays to the project schedule due to actions or lack of actions on the part of the County, County participants, third parties, and others including, but not limited to vendor protests, protracted contract negotiations, vendor delays that impact the program schedule and/or costs to the County will be brought to the attention of the County project manager in a timely manner, and will be reduced to writing via a mutually agreed upon contract amendment.
6. This proposal assumes a mutually agreeable invoicing schedule for work completed.
7. CityScape Consultants/Federal Engineering reserves the right to assign/reassign work efforts and associated costs across tasks and between our professional staff members in order to meet our contractual obligations to the County.

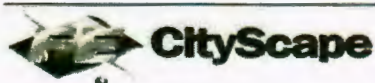


EXHIBIT B**CITY GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS****COMMERCIAL GENERAL LIABILITY INSURANCE**

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

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

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

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

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

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

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

Part One – Workers' Compensation Insurance – Unlimited Statutory Benefits as provided in the Florida Statutes and

Part Two – Employer's Liability Insurance

Bodily Injury By Accident	\$500,000 Each Accident
Bodily Injury By Disease	\$500,000 Policy Limit
Bodily Injury By Disease	\$500,000 Each Employee

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

AUTOMOBILE LIABILITY INSURANCE

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

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

Combined Single Limit – Each Accident	\$1,000,000
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Covered Automobiles shall include any auto owned or operated by the insured Contractor/Vendor, insured Sub-Contractor/Vendor including autos which are leased, hired, rented or borrowed, including autos owned by their employees which are used in connection with the business of the respective Contractor/Vendor or Sub-Contractor/Vendor.

PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)

This additional coverage will be required for all projects involving consultants, engineering services, architectural or design/build projects, independent testing firms and similar exposures.

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

If the contract includes a requirement for Professional Liability or Errors and Omissions insurance, the minimum amount of such insurance shall be as follows:

Each Occurrence/Annual Aggregate

\$1,000,000

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Client#: 1460679

04CITYSCON

ACORD™**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

08/26/2021

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGriff Insurance Services 7701 Airport Center Dr Suite 1800 Greensboro, NC 27409	CONTACT NAME: PHONE (A/C, No, Ext): 888 743-2217 FAX (A/C, No): 8888279861 E-MAIL ADDRESS:														
INSURED CityScape Consultants Inc 2423 S Orange Ave #317 Orlando, FL 32806	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Travelers Property Casualty Co of Amer</td> <td>25674</td> </tr> <tr> <td>INSURER B : Travelers Indemnity Co of America</td> <td>25666</td> </tr> <tr> <td>INSURER C : Hanover Insurance Company</td> <td>22292</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Property Casualty Co of Amer	25674	INSURER B : Travelers Indemnity Co of America	25666	INSURER C : Hanover Insurance Company	22292	INSURER D :		INSURER E :		INSURER F :	
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INSURER F :															

COVERAGES**CERTIFICATE NUMBER:****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	ADOLISUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Hired/Non-Owned <input type="checkbox"/> Auto GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X X	I6603154M615PHX21	04/30/2021	04/30/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$5,000		CUP9802Y0192142	04/30/2021	04/30/2022	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	UB4K2010492142	01/20/2021	01/20/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E L EACH ACCIDENT \$1,000,000 E L DISEASE - EA EMPLOYEE \$1,000,000 E L DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability		LH6D83848502	02/22/2021	02/22/2022	\$1,000,000 eac claim \$2,000,000 aggregate \$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 AS RESPECTS TO GENERAL LIABILITY, CERTIFICATE HOLDER IS ADDITIONAL INSURED -BLANKET ADDITIONAL INSURED (EXCLUDES PRODUCTS-COMPLETED OPERATIONS) CG D2 48,BUT ONLY AS RESPECTS TO WORK PERFORMED BY THE INSURED.AS RESPECTS TO GENERAL LIABILITY, COVERAGE IS AFFORDED ON A PRIMARY AND NON-CONTRIBUTORY BASIS AS PER CG T1 00 - COMMERCIAL GENERAL LIABILITY COVERAGE FORM. WAIVER OF SUBROGATION APPLIES IN FAVOR OF ADDITIONAL INSURED WITH REGARD TO GENERAL LIABILITY WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT.

CERTIFICATE HOLDER**CANCELLATION**

NASSAU COUNTY BOARD OF COMMISSIONERS 96135 NASSAU PLACE, SUITE 6 Yulee, FL 32097	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 <i>Lisa Murray</i>
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**Nassau County Board of County Commissioners
Sole Source/Single Source Certification Form**

Vendor Name: Cityscape Consultants, Inc. Department: County Manager
 Address: 2423 S Orange Ave #317
Orlando, FL 32806
 Phone: 877-438-2851 Date: 9/13/21
 Contact Name: Kay Miles
 Account: 01-252-525-52-531000 Cost: \$ 49,600.00 per NTE

Description of Goods and/or Service:

consulting services regarding the assessment and evaluation of the County's existing radio system relative to the minimum P25 standards and map addendums for the Wireless Master Plan as it relates to existing and potential public safety equipment locations

Check one (1) of the following two (2) choices:

- ☐ Sole Source: The goods or services can be legally purchased from only one source.
- ☒ Single Source: The goods or services can be purchased from multiple sources, but, in order to meet certain functional or performance requirements, there is only one economically feasible source for this purchase.

Please check all of the following that apply:

- ☐ Purchase can only be obtained from original manufacturer-not available through distributors.
- ☐ Only authorized area distributor of the original manufacturer.
- ☐ Parts/Equipment are not interchangeable with similar parts of another manufacturer.
- ☒ This is the only known source that will meet the specialized needs of this department or perform the intended function.
- ☐ This source must be used to meet warranty or service maintenance requirements.
- ☐ This source is required for standardization.
- ☐ None of the above apply.

Comments/Explanations: (required)

Cityscape has completed prior studies which provide them knowledge to shorten timeline and costs.

Department Head

I certify that, to the best of my knowledge, this requisition reflects accurate information, has been reviewed, budgeted for and follows the Nassau County Purchasing Policy.

Marshall Eyerman

Digitally signed by Marshall Eyerman
Date: 2021.09.13 17:32:39 -04'00'

Procurement Manager

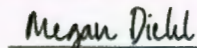
I certify that I have reviewed this request and concur that it is a Sole or Single Source and is consistent with the Nassau County Purchasing Policy.



9/24/2021

Office of Management and Budget

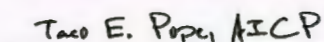
I certify that, to the best of my knowledge, funds are available for payment and this purchase is consistent with the Nassau County Purchasing Policy.



9/27/2021

County Manager

I certify that, to the best of my knowledge, the appropriate staff have reviewed and approved this Requisition and no other conditions would prevent approval.



9/27/2021

**NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS**

96135 Nassau Place Suite 1
Yulee, FL 32097

PAGE

1 OF 1

VENDOR NAME/ADDRESS

CityScape Consultants Inc.
2423 S Orange Ave #317, Orlando, FL 32806

DEPARTMENT

County Manager

REQUESTED BY

M Eyerman

VENDOR NUMBER	VENDOR NAME	PURCHASE ORDER NUMBER	PURCHASE ORDER DATE	PURCHASE ORDER TOTAL	DISCOUNT TERMS
	CityScape Consultants Inc.				N/A
ITEM NO	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT	
	AGREEMENT FOR WIRELESS CONSULTING SERVICES	1.00	\$ 49,600.00	\$ 49,600.00	
	Requisition to encumber funds			\$ 0.00	
				\$ 0.00	
				\$ 0.00	
				\$ 0.00	
				\$ 0.00	
				\$ 0.00	
				\$ 0.00	
				\$ 0.00	
				\$ 0.00	
				\$ 0.00	
	Additional Information				
	Funding Source: 01-252-525-52-531000				
	More details as needed				

ORIGINAL - FINANCE COPY
COPY- DEPARTMENT COPY

Shipping \$ 0.00
Total \$ 49,600.00

Department Head

I attest that, to the best of my knowledge, this requisition reflects accurate information, has been reviewed, budgeted for and follows the Nassau County Purchasing Policy.

Taco E. Popey AICP

9/23/2021

Office of Management and Budget

I attest that, to the best of my knowledge, funds are available for payment.

Megan Diehl

9/27/2021

County Manager

I attest that, to the best of my knowledge, the appropriate staff have reviewed and approved this Requisition and no other conditions would prevent approval.

Taco E. Popey AICP

9/27/2021

Clerk: _____
Date: _____