CS-23-291

Contract Tracking No. CM_3585

CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT is entered into by and between the Board of County Commissioners of Nassau County, a political subdivision of the State of Florida, hereinafter referred to as the "County", and GAI Consultants, Inc., located at 618 E. South Street, Suite 700, Orlando, FL 32801, hereinafter referred to as the "Consultant".

WHEREAS, the County desires to obtain professional services for On-Call Planning Services, on or about September 27, 2023. Said services are more fully described in the County's Request for Proposal ("RFP"), attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, all terms and conditions of the County's RFP, numbered NC23-048-RFP, and the Consultant's Proposal are incorporated herein and made a part of this Contract by this reference; and

WHEREAS, a copy of the Consultant's Proposal is attached hereto as Exhibit "B" and made a part hereof; and

WHEREAS, the Consultant desires to render certain professional services as described in Exhibits "A" and "B", and has the qualifications, experience, staff and resources to perform those professional services; and

WHEREAS, the County, through a competitive selection process conducted in accordance with the requirements of law and County policy, and based upon the Consultant's assurance that it has the qualifications, experience, staff and resources, the County has determined that it would be in the best interest of Nassau County to award a contract to the Consultant for the rendering of those services described in Exhibits "A" and "B".

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

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SECTION 1. Recitals.

1.1 The above recitals are true and correct and are incorporated herein, in their entirety,

by this reference.

SECTION 2. Exhibits.

2.1 The Exhibits listed below are the exhibits incorporated into and made part of this

Contract:

- **Exhibit A** COUNTY'S REQUEST FOR PROPOSAL NC23-048-RFP ("RFP"), AS MODIFIED BY ADDENDA;
- **Exhibit B** CONSULTANT'S PROPOSAL BUT ONLY TO THE EXTENT RESPONSIVE TO THE COUNTY'S REQUEST FOR PROPOSAL NC23-048-RFP;

SECTION 3. Employment of the Consultant.

3.1 The County hereby agrees to engage the Consultant, and the Consultant hereby agrees to perform the professional services set forth in Exhibits "A" and "B".

SECTION 4. Scope of Services.

4.1 The Consultant shall provide professional services in accordance with Exhibits "A" and "B".

4.2 Services requested by the County or the County's representative that are not set forth in Exhibits "A" and "B" shall be considered additional services. Any request for additional services and additional fees shall be mutually agreed upon by the parties in writing.

SECTION 5. The County's Responsibility.

5.1 The County shall provide the Consultant with all required data, information, and services regarding the requirements and objectives for the services under this Contract. The Consultant shall rely upon the accuracy and completeness of any information, reports, data supplied by the County or the County's representative.

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5.2 The County hereby designates the *Planning Director*, or designee, to act on the County's behalf under this Contract. The *Planning Director*, or designee, under the supervision of the County Manager, shall have complete authority to transmit instructions, receive information, interpret and define the County's policies and decisions with respect to materials, elements and systems pertinent to the provision of the Consultant's services.

SECTION 6. Term of Contract and Option to Extend or Renew.

6.1 The term of this Contract shall begin upon the execution of this Contract by all parties and shall *terminate three (3) years from date of execution*. The term of this Contract may be extended in one (1) year increments *for an additional two (2) years* with no changes in terms or conditions, upon mutual written agreement between the Consultant and the County. The County Manager is hereby authorized to execute any Contract renewal, amendment and/or modification upon approval by the County Attorney's Office. Any extension or amendment to this Contract shall be subject to availability of funds of the County as set forth in Section 11 hereinbelow.

6.2. In the event that this Contract is continued beyond the term provided above by mutual consent of the parties and not reduced to writing, this Contract shall be carried out on a month-to-month basis and shall not constitute an implied renewal of the Contract. Said month-to-month extension shall be upon the same terms of the Contract and at the compensation and payment provided herein.

SECTION 7. Compensation.

7.1 The Consultant shall be compensated in an amount not to exceed Three Hundred Thousand Dollars (\$300,000.00), in accordance with Exhibit "B". No payment shall be made without a proper County Notice to Proceed.

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7.2 The Consultant shall prepare and submit to the *Planning Director* for approval, an invoice for the services rendered, with a copy provided to <u>invoices a nassaucountyfl.com</u>. Invoices for services shall be paid in accordance with the Florida Prompt Payment Act found at Section 218.70, Florida Statutes. 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 show a summary of fees. The County reserves the right to withhold payment to the Consultant for failure to perform the work in accordance with the provisions of this Contract, and the County shall promptly notify the Consultant in writing if any invoice or report is found to be unacceptable and will specify the reasons therefor. The Consultant shall have thirty (30) days to cure any failure upon written notice. Consultant shall honor all purchase orders or work authorizations issued prior to the expiration of the term of this Contract.

7.3 All representation, indemnifications, warranties and guaranties made in, required by or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, will survive final payment and termination or completion of this Contract.

7.4 <u>Final Invoice</u>: Consultant shall submit to County Consultant's final/last billing to County clearly marked as "Final Invoice." Submittal of the Final Invoice by Consultant to County shall indicate that all services have been performed by Consultant and that all charges and costs have been invoiced by the Consultant to County and that there is no further work to be performed and no further invoices to be submitted under this Contract.

SECTION 8. Standard of Care.

8.1 The Consultant shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily provided by a professional under similar

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circumstances, at the same time, and in the same locality. In the County's sole discretion, upon request by the County, the Consultant shall, at no additional cost to the County, re-perform services which in the sole discretion of the County do not meet the foregoing standard of care.

SECTION 9. Equal Opportunity Employment.

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

SECTION 10. Access to Premises.

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

SECTION 11. Funding.

11.1 The County's performance and obligation under this Contract is contingent upon an annual appropriation by the Board of County Commissioners for subsequent fiscal years and is subject to termination based on lack of funding.

SECTION 12. Expenses.

12.1 The Consultant shall be responsible for all expenses incurred while performing the services under this Contract including, but not limited to, license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses and other compensation paid to the Consultant's agents, if any, hired by the Consultant to complete the work under this Contract.

SECTION 13. Taxes, Liens, Licenses and Permits.

13.1 The Consultant recognizes that the County, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Contract.



As such, the Consultant shall refrain from including taxes in any billing. The Consultant is placed on notice that this exemption generally does not apply to nongovernmental entities, contractors, or subcontractors. Any questions regarding this tax exemption shall be addressed to the County Manager.

13.2 The Consultant shall secure and maintain all licenses and permits required to perform the services under this Contract and to pay any and all applicable sales or use tax, or any other tax or assessment which shall be imposed or assessed by any and all governmental authorities, required under this Contract, and to meet all federal, state, county and municipal laws, ordinances, policies and rules.

13.3 The Consultant acknowledges that property being improved that is titled to the County, shall not be subject to a lien of any kind for any reason. The Consultant shall include notice of such exemptions in any subcontracts and purchase orders issued under this Contract.

SECTION 14. Governing Law, Venue and Compliance with Laws.

14.1 This Contract shall be deemed to have been executed and entered into within the State of Florida and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida, the Ordinances of Nassau County, and any applicable federal statutes, rules and regulations. Any and all litigation arising under this Contract shall be brought in Nassau County, Florida, and any trial shall be non-jury. Any mediation, pursuant to litigation, shall occur in Nassau County, Florida.

14.2 The Consultant shall comply with applicable regulatory requirements including federal, state, and local laws, rules, regulations, codes, orders, criteria and standards.

SECTION 15. Modifications.

15.1 The terms of this Contract may be modified only upon the written and mutual consent of both parties, and approval by appropriate legal authority in the County.

SECTION 16. Assignment and Subcontracting.

16.1 The Consultant shall not assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the County.

16.2 In order to assign this Contract, or to subcontract any of the work requirements to be performed, the Consultant shall ensure and provide assurances to the County, that any subcontractor selected for work under this Contract has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Contract. The Consultant shall provide the County with the names of any subcontractor considered for work under this Contract; the County reserves the right to reject any subcontractor whose qualifications or performance, in the County's sole discretion, are insufficient. The Consultant shall be responsible for all work performed and all expenses incurred with the project. Any subcontract arrangements shall be evidenced by a written document available to the County upon request. The Consultant further agrees that the County shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract. The Consultant, at its expense, shall defend the County against such claims.

16.3 The Consultant shall make payments to any of its subcontractors within seven (7) working days after receipt of full or partial payments from the County in accordance with Section 287.0585, Florida Statutes, unless otherwise stated in the contracts between the Consultant and subcontractors. The Consultant's failure to pay its subcontractor(s) within seven (7) working days shall result in a penalty charged against the Consultant and paid to the

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subcontractors in the amount of one-half of one percent (0.50%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to the actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

SECTION 17. Severability.

17.1 If any section, subsection, sentence, clause, phrase, or portion of this Contract is, for any reason, held invalid, unconstitutional, or unenforceable by any Court of Competent Jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 18. Termination for Default.

18.1 If the Consultant fails to perform any of its obligations under this Contract, and if such default remains uncured for a period of more than fifteen (15) days after notice thereof was given in writing by the County to the Consultant, then the County may, without prejudice to any right or remedy the County may have, terminate this Contract.

18.2 Upon termination of this Contract, the Consultant shall immediately (1) stop work on the date specified; (2) terminate and settle all orders and subcontracts relating to the performance of the terminated work; (3) transfer all work in process, completed work, and other materials related to the terminated work to the County; (4) render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

SECTION 19. Termination for Convenience.

19.1 The County reserves the right to terminate this Contract in whole or part by giving the Consultant written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of written notice of termination from the County, the Consultant shall only provide those services and/or materials specifically approved or directed by the County. All

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other rights and duties of the parties under the Contract shall continue during such notice period, and the County shall continue to be responsible to the Consultant for the payment of any obligations to the extent such responsibility has not been excused by breach or default of the Consultant. The Consultant shall promptly contact the County to make arrangements to render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

SECTION 20. Nondisclosure of Proprietary Information.

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

SECTION 21. Contingent Fees.

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

SECTION 22. Ownership of Documents.

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

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documents, records, disks, original drawings, or other information shall become the property of the County upon completion for its use and distribution as may be deemed appropriate by the County.

SECTION 23. Force Majeure.

23.1 Neither party of this Contract shall be liable to the other for any cost or damages if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not restricted to, acts of nature, fires, quarantine restrictions, strikes and freight embargoes. In all cases, the failure to perform shall be totally beyond the control and without any fault or negligence of the party.

23.2 In the event of delay from the foregoing causes, the party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the party's performance obligation under this Contract. If the delay is excusable under this section, the delay shall not result in any additional charge or cost under the Contract to either party. In the case of any delay that the Consultant believes is excusable under this section, the Consultant shall notify the County in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Consultant could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date the Consultant first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE THE CONSULTANT'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this section is a condition precedent to such remedy. The County, in its sole discretion, shall determine if the delay is excusable under this section and shall notify the Consultant of its decision in writing. No claim for damages, other than for an

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extension of time, shall be asserted against the County. The Consultant shall not be entitled to an increase in the Contract price or payment of any kind from the County for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this section, after the causes have ceased to exist, the Consultant shall perform at no increased cost, unless the County determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the County, in which case, the County may do any or all of the following: (1) accept allocated performance or deliveries from the Consultant, provided that the Consultant grants preferential treatment to the County with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by the Consultant for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Contract quantity; or (3) terminate the Contract in whole or in part.

SECTION 24. Access And Audits of Records.

24.1 The Consultant shall maintain adequate records to justify all charges, expenses, and costs incurred in providing the services and materials for at least three (3) years after completion of work contemplated under this Contract. The County and the County Clerk of Court shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours upon five (5) days' written notice to the Consultant.



SECTION 25. Independent Consultant Status.

25.1 The Consultant shall perform the services under this Contract as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Contract shall be interpreted or construed to constitute the Consultant or any of its agents or employees to be an agent, employee or representative of the County.

25.2 The Consultant and the County agree that during the term of this Contract: (a) the Consultant has the right to perform services for others; (b) the Consultant has the right to perform the services required by this Contract; and (c) the Consultant has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Contract.

SECTION 26. Indemnification.

26.1 The Consultant shall indemnify and hold harmless the County and its agents and employees from all claims, liabilities, damages, losses, expenses and costs, including attorney's fees, arising out of or associated with or caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant or any persons employed or utilized by the Consultant, in the performance of this Contract. The Consultant shall, at its own expense, defend any and all such actions, suits, or proceedings which may be brought against the County in connection with the Consultant's performance under this Contract.

SECTION 27. Insurance.

27.1 The Consultant shall provide and maintain at all times during the term of this Contract, without cost or expense to the County, such commercial (occurrence form) or comprehensive general liability, workers compensation, professional liability, and other

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insurance policies as detailed in Exhibit "A". The policy limits required are to be considered minimum amounts.

27.2 The Consultant shall provide to the County a Certificate of Insurance for all policies of insurance and renewals thereof in a form acceptable to the County. Said certificates shall provide that the Nassau County Board of County Commissioners is an additional insured, and that the County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action with the exception of ten (10) days for non-payment. All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.

SECTION 28. Dispute Resolution Process.

28.1 In the event of a dispute regarding the interpretation of the terms of this Contract, the County, in its sole discretion, may elect to use the dispute resolution process as set forth in this section.

28.2 In the event the County elects to use the dispute resolution process under this section, the County shall send a written communication to the Consultant pursuant to Section 35 hereinbelow. The written notification shall set forth the County's interpretation of the terms of this Contract.

28.3 The County shall then set a date and time for the parties to meet with the County Manager or designee. This meeting shall be set no more than twenty (20) days from the date that the written communication was sent to the Consultant. The Consultant may submit a written response to the County's written communication no less than five (5) days prior to the meeting with the County Manager or designee.

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28.4 If no satisfactory resolution as to the interpretation of the Contract terms reached at the meeting with the County Manager or designee, then the parties may elect to submit the dispute to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Consultant. The Consultant shall not stop work during the pendency of the dispute resolution or mediation process as set forth in this section.

SECTION 29. E-Verify.

29.1 The Consultant shall comply with Section 448.095, Florida Statutes, and use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the employment eligibility of all persons hired by the Consultant during the term of this Contract to work in Florida. Additionally, if the Consultant uses subcontractors to perform any portion of the work (under this Contract), the Consultant shall include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the work. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: www.uscis.gov/e-verify.

29.2 The Consultant shall maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized entity consistent with the terms of the Consultant's enrollment in the program. This includes maintaining a copy of proof of the Consultant's and subcontractors' enrollment in the E-Verify program. If the Consultant enters into a contract with a subcontractor, the subcontractor shall provide the Consultant with an affidavit stating that the subcontractor does not employ, contract with, or

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subcontract with an unauthorized alien. The Consultant shall maintain a copy of such affidavit for the duration of the Contract.

29.3 Compliance with the terms of the E-Verify program provision is made an express condition of this Contract and the County may treat a failure to comply as a material breach of the Contract. If the County terminates the Contract pursuant to Section 448.095(2)(c), Florida Statutes, the Consultant may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated and the Consultant is liable for any additional costs incurred by the County as a result of the termination of this Contract.

SECTION 30. Public Records.

30.1 The County is a public agency subject to Chapter 119, Florida Statutes. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6090, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, SUITE 6, YULEE, FLORIDA 32097. Under this Contract, to the extent that the Consultant is providing services to the County, and pursuant to Section 119.0701, Florida Statutes, the Consultant shall:

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

b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within

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a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

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

d. Upon completion of the Contract, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County 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 shall be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

30.2 A request to inspect or copy public records relating to the County's contract for materials shall be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Consultant of the request, and the Consultant shall provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

30.3 If the Consultant does not comply with the County's request for records, the County shall enforce the Contract provisions in accordance with the Contract.

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30.4 If the Consultant fails to provide the public records to the County within a reasonable time, the Consultant may be subject to penalties under Section 119.10, Florida Statutes.

30.5 If a civil action is filed against the Consultant to compel production of public records relating to the Contract, 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 eight (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, to the County and to the Consultant.

30.6 A notice complies with Section 30.5 b. hereinabove, if it is sent to the County's custodian of public records and to the Consultant at the Consultant's address listed on its Contract with the County or to the Consultant's registered agent. Such notices shall be sent pursuant to Section 35 hereinbelow.

30.7 If the Consultant complies with a public records request within eight (8) business days after the notice is sent, the Consultant is not liable for the reasonable costs of enforcement.

SECTION 31. Disclosure Of Litigation, Investigations, Arbitration or Administrative Decisions.

31.1 During the term of this Contract, or any extension thereto, the Consultant shall have the continued duty to disclose to the County Attorney, in writing, upon occurrence, all civil or criminal litigation, arbitration, mediation, or administrative proceeding involving the Consultant. If the existence of the proceeding causes the County concerns that the Consultant's ability or willingness to perform this contract is jeopardized, the Consultant may be required to provide the

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County with reasonable written assurance to demonstrate the Consultant can perform the terms and conditions of the Contract.

SECTION 32. Public Entity Crimes.

32.1 In accordance with Section 287.133, Florida Statutes, the Consultant certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date of this Contract.

SECTION 33. Anti-Discrimination.

33.1 The Consultant agrees that it will not discriminate in employment, employee development, or employee advancement because of religious or political opinions or affiliations, race, color, national origin, sex, age, physical handicap, or other factors, except where such factor is a bonified occupational qualification or is required by State and/or Federal Law.

SECTION 34. Advertising.

34.1 The Consultant shall not publicly disseminate any information concerning this Contract without prior written approval from the County, including but not limited to, mentioning the Contract in a press release or other promotional material, identifying the County as a reference, or otherwise linking the Consultant's name and either description of this Contract or the name of the County in any material published, either in print or electronically, to any entity that is not a party this Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

SECTION 35. Notices.

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35.1 All notices, demands, requests for approvals or other communications given by the parties to another in connection with this Contract shall be in writing, and shall be sent by registered or certified mail, postage prepaid, return receipt requested, or overnight delivery service (such as federal express), or courier service or by hand delivery to the office of each party indicated below:

- County: Nassau County Attn: Planning Director 96161 Nassau Place Yulee, FL 32097
- Vendor: GAI Consultants, Inc. Attn: Peter Sechler, PLA, AICP VP 618 E. South Street, Suite 700 Orlando, FL 32801

SECTION 36. Attorney's Fees.

36.1 Notwithstanding the provisions of Section 30 hereinabove, in the event of any legal action to enforce the terms of this Contract each party shall bear its own attorney's fees and costs.

SECTION 37. Authority to Bind.

37.1 The Consultant represents and warrants that the Consultant's undersigned representative if executing this Contract of behalf of a partnership, corporation or agency has the authority to bind the Company to the terms of this Contract.

SECTION 38. Conflicting Terms, Representations and No Waiver of Covenants or Conditions.

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38.1 In the event of any conflict between the terms of this Contract and the terms of any exhibits, the terms of this Contract shall prevail.

38.2 All representations, indemnifications, warranties and guaranties made by the Consultant in this Contract, as well as all continuing obligations indicated in this Contract, shall survive final payment and termination or completion of this Contract.

38.3 The failure of either party to insist on strict performance of any covenant or condition herein, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance.

38.4 The Consultant warrants that any goods provided by the Consultant under this Contract shall be merchantable. All goods provided shall be of good quality within the description given by the County, shall be fit for their ordinary purpose, shall be adequately contained and packaged with the description given by the County, shall conform to the agreed upon specifications, and shall conform to the affirmations of facts made by the Consultant or on the container or label.

SECTION 39. Construction of Contract.

39.1 The parties hereby acknowledge that they have fully reviewed this Contract and any exhibits and have had the opportunity to consult with legal counsel of their choice, and that this Contract shall not be construed against any party as if they were the drafter of this Contract.

SECTION 40. Headings.

40.1 The section headings and captions of this Contract are for convenience and reference of the parties and in no way define, limit or describe the scope or intent of this Contract or any part thereof.

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SECTION 41. Entire Agreement and Execution.

41.1 This Contract, together with any exhibits, constitutes the entire Contract between the County and the Consultant and supersedes all prior written or oral understandings.

41.2 This Contract may be executed in any number of counterparts; each executed counterpart hereof shall be deemed an original; and all such counterparts, when taken together, shall be deemed to constitute one and the same instrument.

SECTION 42. Change of Laws.

42.1 If there is a change in any state or federal law, regulation or rule or interpretation thereof, which affects this Contract or the activities of either party under this Contract, and either party reasonably believes in good faith that the change will have a substantial adverse effect on that party's rights or obligations under this Contract, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of this Contract. If the parties are unable to reach an agreement concerning the modification of this Contract within fifteen (15) days after the date of the notice seeking renegotiation, then either party may terminate this Contract by written notice to the other party. In such event, Consultant shall be paid its compensation for services performed prior to the termination date.

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Contract Tracking No. CM 3585

IN WITNESS WHEREOF, the parties have executed this Contract which shall be

deemed an original on the day and year last written below.

BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA

By: John F. Martin Its: Chairman Date: March 25, 2024

Attest as to authenticity) of the Chair's signature; N A. CRAWFO \mathbf{O} Its/Ex-Officio Clerk

Approved as to form and legality by the Nassau County Attorney

Denise C. May 12/15/2023

DENISE C. MAY

GAI CONSULTANTS, INC.

echer

Peter Sechler By:

Its: Vice President

Date: 12/14/2023





Exhibit A

NASSAU COUNTY FLORIDA



REQUEST FOR PROPOSAL (RFP) Professional On-Call Planning Services

RFP NO. NC23-048

PROPOSALS ARE DUE NOT LATER THAN

August 17, 2023 at 10:00 A.M.

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- EXHIBIT "A" PROPOSAL COST SHEET
- EXHIBIT "B" SCOPE OF SERVICES
- EXHIBIT "C" INSURANCE REQUIREMENTS
- FORM "A" ADDENDA ACKNOWLEDGMENT
- FORM "B" PUBLIC ENTITY CRIMES SWORN STATEMENT
- FORM "C" EXPERIENCE OF RESPONDER
- FORM "D" DRUG FREE WORKPLACE CERTIFICATE
- FORM "E" E-VERIFY AFFIDAVIT

SECTION 1: GENERAL INFORMATION

1.1 INTRODUCTION:

Nassau County (hereinafter referred to as the "County") is seeking proposals from qualified firms to provide professional planning support to the Planning Department and other Departments under the direction of the County Manager in accordance with the terms, conditions, and scope of services contained in this Request for Proposal (RFP).

1.2 **PROCURMENT METHOD:**

This procurement is being conducted in accordance with all applicable provisions of the County Code of Ordinances. The specific method of source selection for the services required in this RFP is Code Section 1-141, Competitive Purchasing Methods.

1.3 COMPETITIVE PROCESS:

Any vendor that meets the requirements specified in this Request for Proposal may participate in the competitive process.

1.4 **PROPOSAL DOCUMENTS**:

This document and subsequent addendums, if any, can be downloaded from PlanetBids, through the Nassau County Procurement webpage <u>https://www.nassaucountyfl.com/280/Procurement-Contracts-Management</u> under current bid opportunities.

1.5 <u>PERIOD OF PERFORMANCE:</u>

The term of the agreement, if awarded, shall be for a one-year term with options to renew for four additional one-year terms.

1.6 **PUBLIC ENTITY CRIMES:**

A person or affiliate who has been placed on the convicted Vendors list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contactor, supplier, subcontractor, or Proposer under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted Vendor list. By signature on this solicitation and confirmation on the attached form, proposer certifies that they are gualified to do business with Nassau County in accordance with Florida Statutes.

1.7 <u>CONFLICT OF INTEREST:</u>

The Firm, by submission of their proposal, warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Firm to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or Firm other than a bona fide employee working solely for the Firm any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of this provision, the County shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

1.8 PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING:

Vendor is hereby notified that pursuant to Section 287.05701, Florida Statutes, the County may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor and may not give preference to a vendor based on the vendor's social, political, or ideological interests.

SECTION 2: SCOPE OF SERVICES

2.1 <u>SCOPE OF SERVICES:</u>

Firm shall provide all Services (and Items incidental thereto) set forth in compliance with Exhibit "B" Scope of Services.

SECTION 3: INSTRUCTIONS RESPONDENTS

3.1 <u>RFP SCHEDULE OF EVENTS:</u>

Listed below are the dates and times by which stated actions will be taken or completed. The County may determine, in its sole discretion, that it is necessary to change any of these dates and times. All listed times are eastern standard times.

Event	Date	Time
RFP Available on PlanetBids	July 21, 2023	
Deadline for Questions	August 2, 2023	by 4:00 p.m.
County Responses to Questions Posted to PlanetBids	August 7, 2023	
RFP Responses Due Date/Time and RFP Opening Date/Time	August 17, 2023	by 10:00 a.m.
Evaluation Committee (Evaluate/Rank Firms)	Week of August 28, 2023	TBD
BOCC Award/Approval	TBD	TBD

Solicitation responses, tabulation and award will be made public in accordance with Florida Statute 119.071 and Florida Statute 286.0113.

3.2 SUBMISSION OF REQUEST FOR PROPOSALS (RFP):

Proposals must be submitted to the County's eProcurement system, <u>PlanetBids Vendor</u> <u>Portal</u>. The County will not accept proposals by facsimile, paper (hand-carry), email, or any other method. **Proposals must be received no later than the date and time specified in Section 3.1**.

- **3.3.** Any proposals received after this date and time will be rejected and considered nonresponsive. Proposals will be publicly read and recorded at the office of the Ex-Officio Clerk, Nassau County on date and time specified in Section 3.1. By submitting a response, Firm represents that it has thoroughly examined and become familiar with the work required under this RFP and that it is capable of performing quality work to achieve the County's objectives, as described under Scope of Services and Firm is prepared to comply with all statutes and regulations applicable to the services to be performed.
 - Nassau County reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in any proposals.
 - Nassau County reserves the right to amend, withdraw or cancel this RFP at any time without prior notice and it makes no representations that any contract will be awarded to any Firm responding to this RFP.
 - Nassau County reserves the right at its sole discretion to modify this RFP should Nassau County deem that it is in the best interests to do so.
 - Proposals received by Nassau County are public information and will be made available to any person upon request, after the entire proposal evaluation process has been completed. Submitted proposals are not to be copyrighted.

3.4 SUBMISSION OF REQUEST FOR PROPOSALS (RFP):

The following person has been designated the Point of Contact for this RFP:

Lanaee Gilmore, Procurement Director Procurement Department Nassau County 96135 Nassau Place, Suite 2 Yulee, FL 32097 Ph: 904-530-6043

Respondents to this RFP, or persons acting on their behalf shall not contact any employee or officer of the County concerning any aspect of this RFP, except in writing to the authorized County Point of Contact identified in this section, between the time RFP is released and the end of the 72-hour period (excluding Saturdays, Sundays, and County holidays) following the County's posting of notice of recommendation of award. Violation of this provision may be grounds for rejecting a response.

3.5 **QUESTIONS/CLARIFICATIONS:**

Any ambiguity, conflict, discrepancy, omissions, or other error discovered in this solicitation must be reported immediately and a request made for modifications or clarification. Request for additional information or clarifications must be made in writing and submitted to **NASSAU COUNTY'S EPROCUREMENT SYSTEM**, <u>PLANETBIDS</u> <u>VENDOR PORTAL</u> by the question deadline identified in Section 3.1.

The County will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the RFP opening date. Respondents should not rely on any representations, statements, or explanations other than those made in this solicitation or in any addendum to this solicitation. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail.

It is the Respondent's responsibility to be sure all addenda were received. The Respondent should verify with the designated contact person prior to submitting a proposal that all addenda have been received. Respondents are required to acknowledge the number of addenda received as part of their submission of the proposal. Respondents shall submit the Addendum Acknowledgment form attached hereto as Form "A."

3.6 VERBAL INSTRUCTIONS:

No negotiations, decisions, or actions shall be initiated or executed by the Proposer as a result of any discussions with any County officer or employee. Only those written communications that are issued from the County's Procurement Department shall be considered as duly authorized expressions on behalf of the County.

ALL QUESTIONS FROM RESPONDENTS MUST BE ADDRESSED IN WRITING AND SUBMITED TO THE NASSAU COUNTY'S EPROCUREMENT SYSTEM, <u>PLANETBIDS</u> <u>VENDOR PORTAL</u>.

- **3.7 PRE-PROPOSAL MEETING:** Not Applicable to this RFP.
- **3.8 PROPOSALS AND PRESENTATION COST:** The County will not be liable in any way for any cost incurred by the Respondent in the preparation of their proposal in response to this RFP nor for the presentation of their proposals or participation in any discussions or negotiations.
- **3.9** <u>INSURANCE REQUIREMENTS:</u> Respondents to this RFP shall submit proof of Commercial General Liability, Commercial Auto Liability, Professional Liability, and Worker's Compensation insurance coverage that meets or exceeds the insurance requirement listed in Exhibit "C."

Proof of Insurance must be in the form of a certificate of insurance or a copy of policy declarations page.

3.10 PROPOSALS AND PRESENTATION COST: The County will not be liable in any way for any cost incurred by the Respondent in the preparation of their proposal in response to this RFP nor for the presentation of their proposals or participation in any discussions or negotiations.

SECTION 4: PROPOSAL CONTENT

4.1 RESPONSE FORMAT: To facilitate and expedite review, the County asks that all Respondents follow the response format outlined below. Failure to submit your response in the format requested may result in the reduction of your overall evaluation score. To assist you in preparing your response, the County's selection procedures are also described herein. Please abide by all requirements set forth to avoid any risk of disqualification.

TAB 1 – Cover Letter

Provide a cover letter no longer than two (2) pages in length, signed by an authorized representative of the firm that can legally bind the company and provide, his/her title, address, phone number, and email address. Provide a positive commitment to perform the required scope of services. Respondent should also provide the primary contact person for this solicitation including his/her title, phone number, and email address. A table of contents should follow the cover letter.

TAB 2 – Table of Contents

Include a clear identification of the material included in the proposal by page number.

TAB 3 – Knowledge and Qualifications

Respondents should include:

- a brief description of your firm's organization, structure, and philosophy.
- Firm's years of experience.
- Knowledge of and compliance with applicable federal, state and local laws pertaining to this solicitation.

TAB 4 – Proposed Planners

- Indicate the proposed Planners for this RFP. For each individual listed, show discipline(s) of licensure/training.
- Include resumes for all Planners that identify pertinent experience and expertise relevant to this RFP.

TAB 5 – Delivery and Approach

- Describe the delivery plan including the communication plan, how services will be managed.
- Include examples of staff reports.
- Include any innovative approaches to providing the described services.

TAB 6 – References

Provide a list of references for which similar services has been performed shall be included and the list shall include all similar contracts performed by the Respondent within the past five years. References should include the following information:

- Client name, address AND phone, numbers, and e-mail addresses;
- Description of all services provided;
- Performance period; and
- Total contract value.

The evaluators will randomly select at least three of these references, but the evaluators reserve the right to contact all the references listed if information from the three references contacted warrant further inquiry. The evaluators may check all public sources to determine whether Respondent has listed all contracts for similar work within the designated period. If the evaluators determine that references for other public contracts for similar contracts were not listed, the evaluators may contact the public entities to make inquiry into

Respondent's performance of those contracts and the information obtained may be considered in evaluating Respondent's proposal.

TAB 7 – Technology

Respondents should use this section to list any innovative strategies and creative processes that is used as a tool for successful service outcomes.

<u> TAB 8 – Cost</u>

Provide hourly rate for Planner Services using Exhibit "A" attached. Hourly rate must be fully burdened to include all costs (overhead, profit, and non-labor expenses, such as travel, mileage, per diem for meals and incidentals, etc.).

TAB 9 – Attachments/Administrative Information

All Attachment/Forms required by the RFP shall be fully completed and executed by an authorized representative that can legally bind the Firm. Respondent shall submit all information in the above order. Failure to do so may diminish your score.

SECTION 5: PROPOSAL EVALUATION AND SELECTION CRITIERA

5.1 PROPOSAL EVALUATION: The County will review all qualified responses to this RFP and select the proposal that is determined to be in the best public interest in accordance with the intent of this RFP. All proposals will first be screened for adherence to the requirements of this RFP. The County will not consider non-responsive proposals. A non-responsive proposal is a proposal that was not timely submitted or fails to meet the material terms and conditions of this RFP as determined by the County.

The County reserves the right to waive any informality in any proposal and to accept any proposal which it considers to be in the best public interest, and to reject any or all proposals. <u>The decision of the County shall be final.</u>

Solicitation responses, tabulation and award will be made public in accordance with Florida Statute 119.071 and Florida Statute 286.0113.

- **5.2 EVALUATION/SELECTION COMMITTEE:** The Procurement Director will facilitate the evaluation process. The evaluation/selection committee will be responsible for evaluating and ranking each Firm based upon the proposal submitted.
- **5.3** The Evaluation/Selection Committee shall evaluate the responses to the RFP and rank the Firm's based on the evaluation criteria contained herein. The Committee may select a short-list of up to five (5) top-ranked Firms.
- **5.4 EVALUATION CRITERIA:** A 100-point formula scoring system will be utilized based upon the following criteria:

Evaluation Factor	Maximum Points
Understanding the RFP Scope of Services	25
Knowledge and Qualifications of Firm and Proposed Planners	25
Experience of Firm and Planners, References	35
Cost	15

- **5.5** The County reserves the right to make selections based on the submittals only or to request oral presentations or questions/answer sessions with the top ranked firms before determining the final ranking.
- **5.6** If the County requests oral presentations from the top ranked firms, a separate evaluation process will be conducted. Any scores from the initial evaluation process for short-ranking purposes will not be used or added to the oral presentation scoring. The evaluation criteria and scoring that will be used for the ranking of the oral presentations will be provided prior to the presentation date.

SECTION 6. CONTRACT PROCEDURES

6.1 PRESENTATION TO THE BOARD:

The County's Planning Department shall submit an agenda item for presentation to the Nassau County Board of County Commissioners requesting consideration and approval to award based on the recommendation of the evaluation committee according to the overall ranking and authorization to award a contract with the top-ranked firm.

SECTION 7. STANDARD CONTRACT TERMS FOR SERVICES

The contract that the County intends to use for award is attached as Attachment "I". The successful Firm will be required to enter into an agreement which will include the requirements of this RFP as well as the terms and conditions of the draft contract, Attachment "I". Any exceptions to the standard terms and conditions must be stated in the proposal. Any submission of a proposal without objection to the standard terms and conditions. If there is a term or condition that the firm intends to negotiate, it must be stated in the proposal. The successful firm will not be entitled to any changes or modifications unless they were first stated in the proposal. The County reserves the right to reject any proposal(s) containing exceptions or modifications to the standard terms and conditions. The County may revise the stated standard terms and conditions prior to execution.

The Remainder of this Page Intentionally Left Blank

CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT is entered into by and between the Board of County Commissioners of Nassau County, a political subdivision of the State of Florida, hereinafter referred to as the "County", and _______, located at _______, hereinafter referred to as the "Consultant".

 WHEREAS, the County desires to obtain professional services for

 _______. Said services are more fully described in

 the _______, attached hereto and incorporated herein as

Exhibit "A"; and

WHEREAS, the Consultant desires to render certain professional services as described in Exhibit "A", and has the qualifications, experience, staff and resources to perform those professional services; and

WHEREAS, the County, through a competitive selection process conducted in accordance with the requirements of law and County policy, and based upon the Consultant's assurance that it has the qualifications, experience, staff and resources, the County has determined that it would be in the best interest of Nassau County to award a contract to the Consultant for the rendering of those services described in Exhibit "A".

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

SECTION 1. Recitals.

1.1 The above recitals are true and correct and are incorporated herein, in their entirety, by this reference.

SECTION 2. Exhibits.

2.1 The Exhibits listed below are the exhibits incorporated into and made part of this Contract:

Exhibit A VENDOR'S SCOPE OF PROFESSIONAL SERVICES

Exhibit B INSURANCE DOCUMENTS

SECTION 3. Employment of the Consultant.

3.1 The County hereby agrees to engage the Consultant, and the Consultant hereby agrees to perform the professional services set forth in Exhibit "A".

SECTION 4. Scope of Services.

4.1 The Consultant shall provide professional services in accordance with Exhibit "A".

4.2 Services requested by the County or the County's representative that are not set forth in Exhibit "A" shall be considered additional services. Any request for additional services and additional fees shall be mutually agreed upon by the parties in writing.

SECTION 5. The County's Responsibility.

5.1 The County shall provide the Consultant with all required data, information, and services regarding the requirements and objectives for the services under this Contract. The Consultant shall rely upon the accuracy and completeness of any information, reports, data supplied by the County or the County's representative.

5.2 The County hereby designates the ______, or designee, to act on the County's behalf under this Contract. The ______, or designee, under the supervision of the County Manager, shall have complete authority to transmit instructions,

receive information, interpret and define the County's policies and decisions with respect to materials, elements and systems pertinent to the provision of the Consultant's services.

SECTION 6. Term of Contract and Option to Extend or Renew.

6.1 The term of this Contract shall begin upon the execution of this Contract by all parties and shall terminate on ______. The term of this Contract may be extended in one (1) year increments, with no changes in terms or conditions, upon mutual written agreement between the Consultant and the County. Any extension or amendment to this Contract shall be subject to availability of funds of the County as set forth in Section 11 hereinbelow.

6.2. In the event that this Contract is continued beyond the term provided above by mutual consent of the parties and not reduced to writing, this Contract shall be carried out on a month-to-month basis and shall not constitute an implied renewal of the Contract. Said month-to-month extension shall be upon the same terms of the Contract and at the compensation and payment provided herein.

SECTION 7. Compensation.

7.1 The Consultant shall be compensated in an amount not to exceed , in accordance with Exhibit "A".

7.2 The Consultant shall prepare and submit to the for approval, an invoice for the services rendered. with a copy provided to invoices@nassaucountyfl.com. Invoices for services shall be paid in accordance with the Florida Prompt Payment Act found at Section 218.70, Florida Statutes. 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 show a summary of fees. The County reserves the right to withhold payment to the Consultant for failure to perform the work in accordance with the provisions of this Contract, and the County shall promptly notify the Consultant in writing if any invoice or report is found to be unacceptable and will specify the reasons therefor. The Consultant shall have thirty (30) days to cure any failure upon written notice. Consultant shall honor all purchase orders or work authorizations issued prior to the expiration of the term of this Contract.

7.3 All representation, indemnifications, warranties and guaranties made in, required by or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, will survive final payment and termination or completion of this Contract.

7.4 <u>Final Invoice</u>: Consultant shall submit to County Consultant's final/last billing to County clearly marked as "Final Invoice." Submittal of the Final Invoice by Consultant to County shall indicate that all services have been performed by Consultant and that all charges and costs have been invoiced by the Consultant to County and that there is no further work to be performed and no further invoices to be submitted under this Contract.

SECTION 8. Standard of Care.

8.1 The Consultant shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily provided by a professional under similar circumstances, at the same time, and in the same locality. In the County's sole discretion, upon request by the County, the Consultant shall, at no additional cost to the County, re-perform services which in the sole discretion of the County do not meet the foregoing standard of care.

SECTION 9. Equal Opportunity Employment.

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

SECTION 10. Access to Premises.

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

SECTION 11. Funding.

11.1 The County's performance and obligation under this Contract is contingent upon an annual appropriation by the Board of County Commissioners for subsequent fiscal years and is subject to termination based on lack of funding.

SECTION 12. Expenses.

12.1 The Consultant shall be responsible for all expenses incurred while performing the services under this Contract including, but not limited to, license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses and other compensation paid to the Consultant's agents, if any, hired by the Consultant to complete the work under this Contract.

SECTION 13. Taxes, Liens, Licenses and Permits.

13.1 The Consultant recognizes that the County, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Contract. As such, the Consultant shall refrain from including taxes in any billing. The Consultant is placed on notice that this exemption generally does not apply to nongovernmental entities, contractors, or subcontractors. Any questions regarding this tax exemption shall be addressed to the County Manager.

13.2 The Consultant shall secure and maintain all licenses and permits required to perform the services under this Contract and to pay any and all applicable sales or use tax, or any other tax or assessment which shall be imposed or assessed by any and all governmental
authorities, required under this Contract, and to meet all federal, state, county and municipal laws, ordinances, policies and rules.

13.3 The Consultant acknowledges that property being improved that is titled to the County, shall not be subject to a lien of any kind for any reason. The Consultant shall include notice of such exemptions in any subcontracts and purchase orders issued under this Contract.

SECTION 14. Governing Law, Venue and Compliance with Laws.

14.1 This Contract shall be deemed to have been executed and entered into within the State of Florida and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida, the Ordinances of Nassau County, and any applicable federal statutes, rules and regulations. Any and all litigation arising under this Contract shall be brought in Nassau County, Florida, and any trial shall be non-jury. Any mediation, pursuant to litigation, shall occur in Nassau County, Florida.

14.2 The Consultant shall comply with applicable regulatory requirements including federal, state, and local laws, rules, regulations, codes, orders, criteria and standards.

SECTION 15. Modifications.

15.1 The terms of this Contract may be modified only upon the written and mutual consent of both parties, and approval by appropriate legal authority in the County.

SECTION 16. Assignment and Subcontracting.

16.1 The Consultant shall not assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the County.

16.2 In order to assign this Contract, or to subcontract any of the work requirements to be performed, the Consultant shall ensure and provide assurances to the County, that any subcontractor selected for work under this Contract has the necessary qualifications and abilities

to perform in accordance with the terms and conditions of this Contract. The Consultant shall provide the County with the names of any subcontractor considered for work under this Contract; the County reserves the right to reject any subcontractor whose qualifications or performance, in the County's sole discretion, are insufficient. The Consultant shall be responsible for all work performed and all expenses incurred with the project. Any subcontract arrangements shall be evidenced by a written document available to the County upon request. The Consultant further agrees that the County shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract. The Consultant, at its expense, shall defend the County against such claims.

16.3 The Consultant shall make payments to any of its subcontractors within seven (7) working days after receipt of full or partial payments from the County in accordance with Section 287.0585, Florida Statutes, unless otherwise stated in the contracts between the Consultant and subcontractors. The Consultant's failure to pay its subcontractor(s) within seven (7) working days shall result in a penalty charged against the Consultant and paid to the subcontractors in the amount of one-half of one percent (0.50%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to the actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

SECTION 17. Severability.

17.1 If any section, subsection, sentence, clause, phrase, or portion of this Contract is, for any reason, held invalid, unconstitutional, or unenforceable by any Court of Competent Jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 18. Termination for Default.

18.1 If the Consultant fails to perform any of its obligations under this Contract, and if such default remains uncured for a period of more than fifteen (15) days after notice thereof was given in writing by the County to the Consultant, then the County may, without prejudice to any right or remedy the County may have, terminate this Contract.

18.2 Upon termination of this Contract, the Consultant shall immediately (1) stop work on the date specified; (2) terminate and settle all orders and subcontracts relating to the performance of the terminated work; (3) transfer all work in process, completed work, and other materials related to the terminated work to the County; (4) render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

SECTION 19. Termination for Convenience.

19.1 The County reserves the right to terminate this Contract in whole or part by giving the Consultant written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of written notice of termination from the County, the Consultant shall only provide those services and/or materials specifically approved or directed by the County. All other rights and duties of the parties under the Contract shall continue during such notice period, and the County shall continue to be responsible to the Consultant for the payment of any obligations to the extent such responsibility has not been excused by breach or default of the Consultant. The Consultant shall promptly contact the County to make arrangements to render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

SECTION 20. Nondisclosure of Proprietary Information.

20.1 The Consultant shall consider all information provided by the County and all reports, studies, calculations, and other documentation resulting from the Consultant's

performance of the services to be proprietary unless such information is available from public sources. The Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of the County or in response to legal process.

SECTION 21. Contingent Fees.

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

SECTION 22. Ownership of Documents.

22.1 The Consultant shall be required to work in harmony with other County 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 the County.

SECTION 23. Force Majeure.

23.1 Neither party of this Contract shall be liable to the other for any cost or damages if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not restricted to, acts of nature, fires, quarantine restrictions, strikes and freight embargoes. In all cases, the failure to perform shall be totally beyond the control and without any fault or negligence of the party.

23.2 In the event of delay from the foregoing causes, the party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the party's performance obligation under this Contract. If the delay is excusable under this section, the delay shall not result in any additional charge or cost under the Contract to either party. In the case of any delay that the Consultant believes is excusable under this section, the Consultant shall notify the County in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Consultant could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date the Consultant first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE THE CONSULTANT'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this section is a condition precedent to such remedy. The County, in its sole discretion, shall determine if the delay is excusable under this section and shall notify the Consultant of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the County. The Consultant shall not be entitled to an increase in the Contract price or payment of any kind from the County for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this section, after the causes have ceased to exist, the Consultant shall perform at no increased cost, unless the County determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the County, in which case, the County may do any or all of the following: (1) accept allocated performance or deliveries from the

Consultant, provided that the Consultant grants preferential treatment to the County with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by the Consultant for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Contract quantity; or (3) terminate the Contract in whole or in part.

SECTION 24. Access And Audits of Records.

24.1 The Consultant shall maintain adequate records to justify all charges, expenses, and costs incurred in providing the services and materials for at least three (3) years after completion of work contemplated under this Contract. The County and the County Clerk of Court shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours upon five (5) days' written notice to the Consultant.

SECTION 25. Independent Consultant Status.

25.1 The Consultant shall perform the services under this Contract as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Contract shall be interpreted or construed to constitute the Consultant or any of its agents or employees to be an agent, employee or representative of the County.

25.2 The Consultant and the County agree that during the term of this Contract: (a) the Consultant has the right to perform services for others; (b) the Consultant has the right to perform the services required by this Contract; and (c) the Consultant has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Contract.

SECTION 26. Indemnification.

26.1 The Consultant shall indemnify and hold harmless the County and its agents and employees from all claims, liabilities, damages, losses, expenses and costs, including attorney's fees, arising out of or associated with or caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant or any persons employed or utilized by the Consultant, in the performance of this Contract. The Consultant shall, at its own expense, defend any and all such actions, suits, or proceedings which may be brought against the County in connection with the Consultant's performance under this Contract.

SECTION 27. Insurance.

27.1 The Consultant shall provide and maintain at all times during the term of this Contract, without cost or expense to the County, such commercial (occurrence form) or comprehensive general liability, workers compensation, professional liability, and other insurance policies as detailed in Exhibit "B". The policy limits required are to be considered minimum amounts.

27.2 The Consultant shall provide to the County a Certificate of Insurance for all policies of insurance and renewals thereof in a form acceptable to the County. Said certificates shall provide that the Nassau County Board of County Commissioners is an additional insured, and that the County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action with the exception of ten (10) days for non-payment. All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.

SECTION 28. Dispute Resolution Process.

28.1 In the event of a dispute regarding the interpretation of the terms of this Contract, the County, in its sole discretion, may elect to use the dispute resolution process as set forth in this section.

28.2 In the event the County elects to use the dispute resolution process under this section, the County shall send a written communication to the Consultant pursuant to Section 35 hereinbelow. The written notification shall set forth the County's interpretation of the terms of this Contract.

28.3 The County shall then set a date and time for the parties to meet with the County Manager or designee. This meeting shall be set no more than twenty (20) days from the date that the written communication was sent to the Consultant. The Consultant may submit a written response to the County's written communication no less than five (5) days prior to the meeting with the County Manager or designee.

28.4 If no satisfactory resolution as to the interpretation of the Contract terms reached at the meeting with the County Manager or designee, then the parties may elect to submit the dispute to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Consultant. The Consultant shall not stop work during the pendency of the dispute resolution or mediation process as set forth in this section.

SECTION 29. E-Verify.

29.1 The Consultant shall comply with Section 448.095, Florida Statutes, and use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the employment eligibility of all persons hired by the Consultant during the term of this Contract to work in Florida. Additionally, if the Consultant uses subcontractors to perform any portion of

the work (under this Contract), the Consultant shall include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the work. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: www.uscis.gov/e-verify.

29.2 The Consultant shall maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized entity consistent with the terms of the Consultant's enrollment in the program. This includes maintaining a copy of proof of the Consultant's and subcontractors' enrollment in the E-Verify program. If the Consultant enters into a contract with a subcontractor, the subcontractor shall provide the Consultant with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Consultant shall maintain a copy of such affidavit for the duration of the Contract.

29.3 Compliance with the terms of the E-Verify program provision is made an express condition of this Contract and the County may treat a failure to comply as a material breach of the Contract. If the County terminates the Contract pursuant to Section 448.095(2)(c), Florida Statutes, the Consultant may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated and the Consultant is liable for any additional costs incurred by the County as a result of the termination of this Contract.

SECTION 30. Public Records.

30.1 The County is a public agency subject to Chapter 119, Florida Statutes. **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF**

CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6090, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, SUITE 6, YULEE, FLORIDA 32097. Under this Contract, to the extent that the Consultant is providing services to the County, and pursuant to Section 119.0701, Florida Statutes, the Consultant shall:

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

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

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

d. Upon completion of the Contract, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County 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 shall be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

30.2 A request to inspect or copy public records relating to the County's contract for materials shall be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Consultant of the request, and the Consultant shall provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

30.3 If the Consultant does not comply with the County's request for records, the County shall enforce the Contract provisions in accordance with the Contract.

30.4 If the Consultant fails to provide the public records to the County within a reasonable time, the Consultant may be subject to penalties under Section 119.10, Florida Statutes.

30.5 If a civil action is filed against the Consultant to compel production of public records relating to the Contract, 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 eight (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, to the County and to the Consultant.

30.6 A notice complies with Section 30.5 b. hereinabove, if it is sent to the County's

custodian of public records and to the Consultant at the Consultant's address listed on its Contract with the County or to the Consultant's registered agent. Such notices shall be sent pursuant to Section 35 hereinbelow.

30.7 If the Consultant complies with a public records request within eight (8) business days after the notice is sent, the Consultant is not liable for the reasonable costs of enforcement.

SECTION 31. Disclosure Of Litigation, Investigations, Arbitration or Administrative Decisions.

31.1 During the term of this Contract, or any extension thereto, the Consultant shall have the continued duty to disclose to the County Attorney, in writing, upon occurrence, all civil or criminal litigation, arbitration, mediation, or administrative proceeding involving the Consultant. If the existence of the proceeding causes the County concerns that the Consultant's ability or willingness to perform this contract is jeopardized, the Consultant may be required to provide the County with reasonable written assurance to demonstrate the Consultant can perform the terms and conditions of the Contract.

SECTION 32. Public Entity Crimes.

32.1 In accordance with Section 287.133, Florida Statutes, the Consultant certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date of this Contract.

SECTION 33. Anti-Discrimination.

33.1 The Consultant agrees that it will not discriminate in employment, employee development, or employee advancement because of religious or political opinions or affiliations,

race, color, national origin, sex, age, physical handicap, or other factors, except where such factor is a bonified occupational qualification or is required by State and/or Federal Law.

SECTION 34. Advertising.

34.1 The Consultant shall not publicly disseminate any information concerning this Contract without prior written approval from the County, including but not limited to, mentioning the Contract in a press release or other promotional material, identifying the County as a reference, or otherwise linking the Consultant's name and either description of this Contract or the name of the County in any material published, either in print or electronically, to any entity that is not a party this Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

SECTION 35. Notices.

35.1 All notices, demands, requests for approvals or other communications given by the parties to another in connection with this Contract shall be in writing, and shall be sent by registered or certified mail, postage prepaid, return receipt requested, or overnight delivery service (such as federal express), or courier service or by hand delivery to the office of each party indicated below:

County: Nassau County Attn:

96135 Nassau Place

Yulee, Florida 32097

Consultant:

[Consultant Address]

Attn: [Consultant Contact Person]

[Consultant Address]

SECTION 36. Attorney's Fees.

36.1 Notwithstanding the provisions of Section 30 hereinabove, in the event of any legal action to enforce the terms of this Contract each party shall bear its own attorney's fees and costs.

SECTION 37. Authority to Bind.

37.1 The Consultant represents and warrants that the Consultant's undersigned representative if executing this Contract of behalf of a partnership, corporation or agency has the authority to bind the Company to the terms of this Contract.

<u>SECTION 38. Conflicting Terms, Representations and No Waiver of Covenants or Conditions.</u>

38.1 In the event of any conflict between the terms of this Contract and the terms of any exhibits, the terms of this Contract shall prevail.

38.2 All representations, indemnifications, warranties and guaranties made by the Consultant in this Contract, as well as all continuing obligations indicated in this Contract, shall survive final payment and termination or completion of this Contract.

38.3 The failure of either party to insist on strict performance of any covenant or condition herein, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance.

38.4 The Consultant warrants that any goods provided by the Consultant under this Contract shall be merchantable. All goods provided shall be of good quality within the description given by the County, shall be fit for their ordinary purpose, shall be adequately contained and packaged with the description given by the County, shall conform to the agreed

upon specifications, and shall conform to the affirmations of facts made by the Consultant or on the container or label.

SECTION 39. Construction of Contract.

39.1 The parties hereby acknowledge that they have fully reviewed this Contract and any exhibits and have had the opportunity to consult with legal counsel of their choice, and that this Contract shall not be construed against any party as if they were the drafter of this Contract.

SECTION 40. Headings.

40.1 The section headings and captions of this Contract are for convenience and reference of the parties and in no way define, limit or describe the scope or intent of this Contract or any part thereof.

SECTION 41. Entire Agreement and Execution.

41.1 This Contract, together with any exhibits, constitutes the entire Contract between the County and the Consultant and supersedes all prior written or oral understandings.

41.2 This Contract may be executed in any number of counterparts; each executed counterpart hereof shall be deemed an original; and all such counterparts, when taken together, shall be deemed to constitute one and the same instrument.

SECTION 42. Change of Laws.

42.1 If there is a change in any state or federal law, regulation or rule or interpretation thereof, which affects this Contract or the activities of either party under this Contract, and either party reasonably believes in good faith that the change will have a substantial adverse effect on that party's rights or obligations under this Contract, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of this Contract. If the parties are unable to reach an agreement concerning the modification of this

Contract within fifteen (15) days after the date of the notice seeking renegotiation, then either party may terminate this Contract by written notice to the other party. In such event, Consultant shall be paid its compensation for services performed prior to the termination date.

[The remainder of this page left intentionally blank.]

IN WITNESS WHEREOF, the parties have executed this Contract which shall be

deemed an original on the day and year last written below

	BOARD OF COUNTY COMMISSIONERS NASSAU COUNTY, FLORIDA
	By: Its: Date:
Attest as to authenticity of the Chair's signature:	
JOHN A. CRAWFORD Its: Ex-Officio Clerk	
Approved as to form and legality by the Nassau County Attorney	
DENISE C. MAY	COMPANY'S NAME
	By:
	Its:
	Date:

EXHIBIT "A" PRICE SHEET

Firm shall provide On-call Planning Services in accordance with Exhibit B, Scope of Services at the hourly rate below. Hourly rate must be fully burdened to include all costs (overhead, profit, and non-labor expenses, such as travel, mileage, per diem for meals and incidentals, etc.).

DESCRIPTION	TOTAL
Planner	\$ /hourly

The undersigned declares that they have examined the Request for Proposal including documents attached, and the Scope of Services and is informed fully with regard to all terms and conditions pertaining thereto and agrees to provide services accordingly at the hourly rate set forth above.

Company:	
Address:	
City, State, Zip code:	
Phone Number:	Email:
Authorized Signature:	Printed Name:
Title:	Date:

EXHIBIT "B" Scope of Services

The selected firm(s) will provide professional planning support to the Planning Department and other Departments under the direction of the County Manager. The firm will have the capacity to provide on call professional planners to work remotely, assist with in-person civic engagement exercises, and work in the County offices as needed. Services will include but not be limited to:

- Reviewing zoning and development applications for compliance and consistency with the Comprehensive Plan, Nassau County Code of Ordinances, and applicable statutory requirements. Development applications include, but are not limited to, conditional use permits, variance requests, site plan reviews, rezoning applications, comprehensive plan amendments.
- Providing professional analysis, preparing staff reports, making presentations to various boards and committees, and providing sworn testimony at public hearings.
- Providing technical assistance related to County projects, procedures, goals, and objectives.
- Providing policy updates to the Comprehensive Plan and Land Development Code.
- Conducting studies, research, audits, and other planning exercises.
- Preparing resolutions, ordinances, memoranda.
- Assisting in civic engagement exercises.
- Managing multiple tasks and project prioritization while maintaining quality, meeting timelines (including statutory requirements for due public notice and ordinance adoption) and staying within budget.
- Developing and maintaining good working relationships with other departments, jurisdictions, and the public.
- Meeting with developers, engineers, property owners, contractors and other individuals to discuss, advise, explain processes and suggest improvements regarding potential projects, pre-applications, development applications, feasibility analysis, conceptual development plans and code interpretation.

GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS

COMMERCIAL GENERAL LIABILITY INSURANCE

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

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

<u>Part One</u> – Workers' Compensation Insurance – Unlimited Statutory Benefits as provided in the Florida Statutes and <u>Part Two</u> – Employer's Liability Insurance Bodily Injury By Accident Bodily Injury By Disease Bodily Injury By Disease

\$500,000 Each Accident \$500,000 Policy Limit \$500,000 Each Employee

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

AUTOMOBILE LIABILITY INSURANCE

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

The Limits of this insurance shall not be less than the following limits: Combined Single Limit – Each Accident

\$1,000,000

Covered Automobiles shall include any auto owned or operated by the insured Vendor/Contractor, 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 Vendor/Contractor.

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 –

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.

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

Certificates of Insurance and the insurance policies required for this Agreement shall contain –

- 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.
 - 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).
 - > CGL policy for construction related contracts -
 - Additional Insured Endorsement must include Ongoing and Completed
 - CGL policy shall not be endorsed with Contractual Liability Limitation Endorsement or Amendment of Insured Contract Definition
 - CGL policy shall include broad form contractual liability coverage for the Contractors covenants to and indemnification of the Authority under this Contract
- 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.
- Provision that policies, except Workers' Compensation, are primary and noncontributory.

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

All 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, Vendor/Contractor shall submit an additional Certificate of Insurance evidencing continuation of such coverage.

If the Vendor/Contractor 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 Vendor/Contractor, in which event, Vendor/Contractor 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 Vendor/Contractor 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 Vendor/Contractors coverage based on the evidence of insurance provided by the Vendor/Contractor shall not be construed as a waiver by Nassau County Board of County Board of County Contractor's obligation to procure, maintain and pay for required insurance.

The insurance requirements set forth herein shall in no way limit Vendor/Contractors 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 Vendor/Contractor's right under any policy with higher limits, and no policy maintained by the Vendor/Contractor shall be construed as limiting the type, quality or quantity of insurance coverage that

Vendor/Contractor should maintain. Vendor/Contractor 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 Vendor/Contractor or any Sub-Vendor/Contractor contains deductible(s), penalty(ies) or selfinsured retention(s), the Vendor/Contractor or Sub-Vendor/Contractor 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 Vendor/Contractor to fully and strictly comply at all times with the insurance requirements set forth herein shall be deemed a material breach of the Agreement.

FORM A ADDENDA ACKNOWLEDGMENT

Acknowledgment is hereby made of receip period.	ot of addenda issued during the solicitation
Addendum #	through #
Signature of Person Completing:	Date:
Printed Name:	Title:

FORM B SWORN STATEMENT UNDER FLORIDA STATUTE 287.133(3)(a) ON PUBLIC ENTITY CRIMES

TO BE RETURNED WITH BID

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract for

2.	This swo (entity	rn statement is submitting	s submitted sworn	by statement),	whos	e bus	iness	address	is
					and its	Federal	Emplo	oyee Identific	ation
	Number(Security N	FEIN) is Number of the in	idividual sign				FEIN,	include the S	Social

- My name is ______ (please print name of individual signing), and my relationship to the entity named above is ______.
- 4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
- 6. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not to fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
- 7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees,

members, and agents who are active in management of an entity. 8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (*Please indicate which statement applies.*)

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one of more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

		Signature		
		Date		
State of:				
County of:				
Sworn to (or affirmed)	and subscribed before n	ne by means of	physical presence or	online
notarization, this	day of	, 20	by	
who	is personally known	to me orproduc	ed	
as identification.				

Notary Public	
My commission expires:	

FORM C RESPONDENT QUESTIONNAIRE

The following questionnaire shall be answered by the Respondent for use in the evaluation process.

1.	Address:					
	City/State/Zip: Phone: Email:					
	Website Address:					
2.	COMPANY STRUCTURE: Sole Proprietor Partr	nership ⊡Corporation ⊡Other				
3.	Are you registered with the	FL Secretary of State to conduct be	usiness? □Yes □No			
4.	Are you properly licensed/c □Yes □No	ertified by the Federal or State to p	erform the specified services?			
	Years performing this type Value of work now under ca Value of work in place last Percentage (%) of work usu Name of sub-vendors you n Has your company: Failed Been involved in bankrupto Pending judgment claims of PERSONNEL	is name:	act: □Yes □No No No			
Positio	on/Category (List all)	Full-time	Part-time			
	gement					

7. REFERENCES:

List at least three references for which you have provided these services (similar scope/size) in the past five years - preferably government agencies.

Reference #1:
Company/Agency Name:
Address:
Contract Person:
Phone: Email:
Project Description:
Contract \$ Amount:
Date Completed:
Reference #2:
Company/Agency Name:
Address:
Contract Person:
Phone: Email:
Project Description:
Contract \$ Amount:
Date Completed:
Reference #3:
Company/Agency Name:
Address:
Contract Person:
Phone: Email:
Project Description:
Contract \$ Amount:
Date Completed:

8. NOTICE OF PARTIES AND BINDING AUTHORITY

The following information is required if Respondent is selected for award of a contract with the County.

Notice to Parties

All notices, demands, requests for approvals or other communications shall be in writing, and shall be sent by registered or certified mail, postage prepaid, return receipt requested, or overnight delivery service (such as federal express), or courier service or by hand delivery to:

Contractor Name:	
Attn:	
Mailing Address:	

Binding Authority

The person to execute the contract must be an officer of the company. If not an officer of the company,
Respondent must provide proof of signing authority. Please provide the name, email address, and phone
number of person who will execute the contract, if awarded.
Name of Demonstrate contract (if awarded):

.....

Name of Person to execute contract (if awarded):	
Title:	
Email Address:	

TIUC.		_
Email	Address:	

Phone Number: _____

FORM D DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that (print or type name of firm):

- 1. Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in the workplace named above and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- 3. Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- 4. Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893, or any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- 6. Makes a good faith effort to continue to maintain a drug free workplace through the implementation of a drug free workplace program.

"As a person authorized to sign a statement, I certify that the above-named business, firm, or corporation complies fully with the requirements set forth herein."

Authorized Signature

Date Signed

State of: ______ County of: _____

Sworn to (or affire	med) and subscribed before m	e by means of	physical presence or	online
notarization, this _	day of	, 20	by	
	_who is personally known t	o me or produce	ed	
as identification.				

Notary Public	
My commission expires:	

FORM E E-VERIFY AFFIDAVIT

NASSAU COUNTY E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

Project Name: ______ Bid No./Contract No.:______

DEFINITIONS:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

"E-Verify System" means an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

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 a Contractor to perform employment duties within Florida during the term of the contract; and
- b. All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with Nassau County. The 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 contract is a condition of the contract with Nassau County; and
- c. Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the 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. The Contractor shall also execute the attached affidavit (Attachment "A") attesting that the Contractor does not employ, contract with, or such affidavit for the duration of the contract; and
- d. Contractor shall also require all subcontractors to execute the attached affidavit (Attachment "B") attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

CONTRACT TERMINATION:

- a. If Nassau County has a good faith belief that a Contractor has knowingly violated §448.09(1) or §448.095(2), Florida Statutes, the contract shall be terminated.
- b. If Nassau County has a good faith belief that a subcontractor has knowingly violated §448.09(1) or §448.095(2), Florida Statutes, but the Contractor otherwise complied with Chapter 448, Florida Statutes, Nassau County shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- c. A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
- d. 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.
- e. If the contract is terminated for a violation of the Statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

FORM E - 1 CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that ______ (Contractor Company Name) does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of ______ (Contractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.

Print Name:_____ Date:_____

STATE OF FLORIDA COUNTY OF _____

The foregoing instrument was acknowledged befor	e me by means of □physical presence
or □online notarization, this (Da	ate) by
(Name of Officer or Agent, Title of Officer or Agent) of
(Name of Contractor Company Acknowledging), a	(State or Place of
Incorporation) Corporation, on behalf of the Corpor	ation. He/She is □personally known to
me or ⊡has produceda	is identification.

Notary Public

Printed Name

My Commission Expires: _____

FORM E - 2 SUBCONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that ______ (Subcontractor Company Name) does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of ______ (Subcontractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.

Print Name:_____ Date:

STATE OF FLORIDA COUNTY OF _____

The foregoing instrument was acknowledged before	e me by means of □physical presence
or □online notarization, this (Da	te) by
(Name of Officer or Agent, Title of Officer or Agent) of
(Name of Contractor Company Acknowledging), a	(State or Place of
Incorporation) Corporation, on behalf of the Corpor	ation. He/She is □personally known to
me or ⊡has produceda	s identification.

Notary Public

Printed Name

My Commission Expires: _____

DocuSign Envelope ID: 5863CE91-DECE-4E10-89E9-0ED9BE3827AE

	NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS Procurement Department 96135 Nassau Place, Suite 2 Yulee, Florida 32097 Ph: 904-530-6040	
TO:	All Prospective Proposers	
FROM:	Lanaee Gilmore, Chief Procurement Officer/Procurement Director	
SUBJECT:	Addendum No. 1 Professional On-Call Planning Services Solicitation Number: NC23-048-RFP	
DATE:	August 9, 2023	

This addendum is hereby incorporated into the solicitation documents of the solicitation referenced above. The following items are clarifications, corrections, additions, deletions and/or revisions to, and shall take precedence over, the original documents.

The solicitation due date and opening time is extended to: August 23, 2023 at 10:00 a.m. eastern standard time.

VENDOR HEREBY ACKNOWLEDGES THIS ADDENDUM ELECTIONICALLY THROUGH PLANETBIDS BY ITS BID SUBMISSION.

	NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS Procurement Department 96135 Nassau Place, Suite 2 Yulee, Florida 32097 Ph: 904-530-6040	
TO:	All Prospective Proposers	
FROM:	Lanaee Gilmore, Chief Procurement Officer/Procurement Director	
SUBJECT:	Addendum No. 2 Professional On-Call Planning Services Solicitation Number: NC23-048-RFP	
DATE:	August 10, 2023	

This addendum is hereby incorporated into the solicitation documents of the solicitation referenced above. The following items are clarifications, corrections, additions, deletions and/or revisions to, and shall take precedence over the original documents.

Questions and Answers:

1. Exhibit A asks for only one proposed planner fee to be provided. However, there are typically several different types and experience levels of staff involved in various planning activities. Will the County allow us to subdivide fees based on planner type, service area, experience, etc., or are we only to submit one average fee for planning services?

Answer: Yes, we recognize there are many titles used for planner. For consistency amongst responders please use the following seven (7) general position tiers to guide your response. It is understood that not every respondent will have staff members in each tier assigned to this project:

- Owner / CEO / President
- Planning Director / Executive Director / Executive Planner / Director / Principal-in-Charge / Vice President
- Principal Planner / Planning Manager / Planner IV/Certified Specialist, e.g., Environmental (CEP), Transportation (CTP), Urban Designer (CUD).
- Planner III / Senior Planner / Certified Floodplain Manager (CFM) / Senior Project Manager
- Planner II / Associate / Junior Planner / Project Manager
- Planner I / Assistant Planner / Assistant Project Manager
- Administrative or Clerical Support
- 2. Form C, Number 6 asks for a list of positions/categories to be provided to include number of fulltime and part-time staff dedicated to each position/category. Is this to be inclusive of all staff within the proposer's company, or does it only pertain to the roles of proposed staff for this project?

Answer: We recognize respondents to this RFP may vary dramatically in size. As such, the respondent should identify all staff that will be assigned, or may be assigned, to provide the requested services.

3. Can you please provide Exhibit "A" for the hourly rates referenced on page 8?

Answer: Exhibit A is included in the original RFP solicitation documents posted to PlanetBids on July 21, 2023.

4. On page 32 of 46 of the RFP for Nassau County On-Call Planning Services, referenced as "Exhibit A" Price Sheet, it states that the hourly rate listed shall be fully burdened. There is a singular line for this rate to be offered. As we are offering to be a full team of professionals at the disposal to the County, may we provide a rate fee schedule that provides a range of fees corresponding with the range of planning professionals?

Request for Proposal Professional On-Call Planning Services NC23-048-RFP Addendum No. 2

Answer: Yes, we recognize there are many titles used for planner. For consistency amongst responders please use the following seven (7) general position tiers to guide your response. It is understood that not every respondent will have staff members in each tier assigned to this project:

- Owner / CEO / President
- Planning Director / Executive Director / Executive Planner / Director / Principal-in-Charge / Vice President
- Principal Planner / Planning Manager / Planner IV/Certified Specialist, e.g., Environmental (CEP), Transportation (CTP), Urban Designer (CUD).
- Planner III / Senior Planner / Certified Floodplain Manager (CFM) / Senior Project Manager
- Planner II / Associate / Junior Planner / Project Manager
- Planner I / Assistant Planner / Assistant Project Manager
- Administrative or Clerical Support
- 5. What are the specific qualifications required for the position(s)?

Answer: Work assignments will vary in complexity. The County is seeking a firm with the depth and breadth to provide on-call services at various levels. Preference will be given to those with Florida experience. It is expected that any planner that is a Senior Planner or above will have their AICP credentials.

6. How many personnel are needed for the position(s)?

Answer: Variable, depending on type of assignment.

7. On Exhibit "A" Price Sheet there is one line for a planner; will the agency allow for multiple lines to be added on the price sheet or should the vendor collectively put the fully burdened price for all personnel needed to fulfill the position(s) on the total line?

Answer: Yes, we recognize there are many titles used for planner. For consistency amongst responders please use the following seven (7) general position tiers to guide your response. It is understood that not every respondent will have staff members in each tier assigned to this project:

- Owner / CEO / President
- Planning Director / Executive Director / Executive Planner / Director / Principal-in-Charge / Vice President
- Principal Planner / Planning Manager / Planner IV/Certified Specialist, e.g., Environmental (CEP), Transportation (CTP), Urban Designer (CUD).
- Planner III / Senior Planner / Certified Floodplain Manager (CFM) / Senior Project Manager
- Planner II / Associate / Junior Planner / Project Manager
- Planner I / Assistant Planner / Assistant Project Manager
- Administrative or Clerical Support
- 8. When working in county offices will the county agency provide the contractor with required credentials and office equipment (phone, desk, chair, laptop, etc.) needed to fulfill the obligation while on-site?

Answer: Yes.

9. Is this a new opportunity or is there an incumbent (prior contractor)?

Answer: This is a new opportunity. There is no previous contract for this service.

10. Form C, Question 5. "Years performing this type of work" What type of work are you referring to, general planning, transportation planning, land use planning, zoning, etc.?

Request for Proposal Professional On-Call Planning Services NC23-048-RFP Addendum No. 2

Answer: The County is requesting the years performing the type of work specified in the RFP scope of services.

11. Form C. Question 5: "Value of work under contract" and "Value of work last year"... Are you asking for the value of work for similar services, or that value of work for the whole company?

Answer: The County is requesting the value of work for the company.

12. What level of Planner are you looking for?

Answer: Various levels as work assignments will vary in complexity. The County is seeking a firm with the depth and breadth to provide on-call services at various levels.

13. What is the number of projects the County typically processes in a month?

Answer: The amount of work assigned to the successful respondent will vary based on the ebb and flow of applications submitted, development proposals received, project assignments from the County Manager/Deputy County Manager and demands associated with various large-scale planning projects. Some assignments may be as simple as reviewing and drafting a staff report for a variance application. Other assignments could be supporting/managing projects on the scale of a corridor plan or small area plan. To provide guidance to respondents:

Current Planning currently receives: Rezoning, CPAs, variances, zoning exceptions, and similar: 10+/- new applications a month Development Proposal submittals/resubmittals: 25+/- a month

Potential Long Range Planning activity: Civic engagement support Small Area Plans Corridor Plans Land Development Code update Topic specific research and analysis

The solicitation due date and opening time remains: August 23, 2023 at 10:00 a.m. eastern standard time.

VENDOR HEREBY ACKNOWLEDGES THIS ADDENDUM ELECTIONICALLY THROUGH PLANETBIDS BY ITS BID SUBMISSION.


08.23.2023

Proposal for RFP NO. NC23-048

PROFESSIONAL ON-CALL PLANNING SERVICES

NASSAU COUNTY, FLORIDA

COMMUNITY SOLUTIONS GROUP

Experienced People. Open Minds. Fresh Ideas.

Our work centers on finding resolution to place-based problems by implementing context-sensitive, sustainable solutions that are economically and fiscally beneficial and implementable. We engage diverse community groups to affect positive outcomes with shared benefits through integrated solutions. Consequently, our clients include governments, agencies, institutions, and developers who share an equal need to address complex and inter-related challenges. We work from planning to policy and concept to construction across the scales of region, city and campus; neighborhood, street, and site.

Master Planning + Urban Design Landscape Architecture + Design Economics + Real Estate Consulting Urban Analytics Wayfinding + Environmental Graphics

© 2023 GAI Consultants,

Independence Square | Maitland, FL

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August 23, 2023

Nassau County Lanaee Gilmore, Procurement Director, Procurement Department 96135 Nassau Place, Suite 2, Yulee, FL 32097



RESPONSE SUBMITTED ELECTRONICALLY: PlanetBids Vendor Portal

Professional On-Call Planning Services | RFP NO. NC23-048

Dear Members of the Selection Committee:

Nassau County is one of the most dynamic communities in Florida, and planning for the next evolution of growth while maintaining the elements that give the community its character will be key. **GAI's Community Solutions Group (CSG)** has the proven expertise to deliver thoughtful, high-quality and cost-effective services to the County to assist in this planning.

Our team is ideally assembled to provide ongoing services in the areas identified in the RFP. As a continuing services consultant, we know that our mission is to provide you with exceptional service of the highest quality. We also understand there may be times when you require us to act as an extension of your staff, relieving you of overwhelming workloads and deadlines. Our diverse resources can help us to jointly manage the projects where the County needs our assistance.

Everyone on our team shares a passion for livable, vibrant, and economically successful communities built on local culture and identified community objectives. Our principals bring you **over 25 years of Florida growth management experience**, and the significant resource of 100+ staff members in the Orlando office and dozens more in Jacksonville. We have recent positive experience in Nassau County, where we developed the award-winning SR200/A1A Corridor Master Plan, adopted in 2022. We are actively involved and understand current local and state regulatory issues and have worked with regional public sector clients for over 40 years in Florida. The GAI/CSG team is supported by a 750+ person, multi-disciplinary consulting firm with the resources and personnel available to provide any services required, in-house, including civil, environmental, transportation, structural, electrical engineering, and surveying services. As always, you will find us to be responsive and collaborative; we will provide Wildwood with the greatest of care and service.

Our Project Managers are talented and trustworthy. The Company is solid and growing. The firm is client focused, with a track record of performance for local government clients. Over 80 percent of GAI's Community Development business is with public clients like Nassau County. Our team will communicate directly and consistently with you to ensure success, always available to serve the County from **start to finish! First and foremost, we listen to our clients!**

Nassau County requires planning support that matches the County's own thoughtful leadership, supported by the knowledge and experience of a seasoned team of professionals with a history of planning, designing, and executing successful, highquality projects. As your region continues to grow, these efforts need to be pursued within the context of sustainability and resource efficiency. This requires a commitment to strong neighborhoods, expanded recreation, community, education, economic prosperity, and realization of the social, cultural and economic value of the community.

As we proved on the Timber to Tides Trail, we will bring our best talents and people to Nassau County and execute our work in a timely fashion. If you have any questions regarding the enclosed qualifications or require additional information, please do not hesitate to contact us. We look forward to the opportunity to outline our capabilities more fully in person. The CSG team is fully committed to performing the work in accordance with the terms of this proposal and we look forward to growing a successful relationship.

Sincerely, GAI Consultants, Inc. | Community Solutions Group

A. Blake Drury, AIČP *

Project Director | Director, Planning and Urban Design 321.319.3125 | b.drury@gaiconsultants.com

* Primary Point of Contact

Peter Sechler, PLA, AICP ** Project Executive | Vice President 321.319.3126 | p.sechler@gaiconsultants.com ** Authorized Representative



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Lakefront Park Schematic Rendering | St.Cloud, FL

Victory Pointe Park | Clermont, FL

1000





Firm Overview

GAI Consultants, Inc. (GAI) is an engineering, environmental, and planning consulting firm. Through growth, acquisition, and much success, GAI has 750+ employees, serving our clients from 24 office locations throughout the Eastern, Midwestern, and Southern United States. Our Orlando office will serve as our main office through which all tasks be coordinated. Our numerous offices are organized to mobilize staff and services seamlessly. GAI has been in business for 65 years and has been practicing in Florida for 41 years.



Map Shows GAI/CSG Florida Office Locations

GAI'S COMMUNITY SOLUTIONS GROUP

WHAT WE ARE. As part of GAI, our specialized Community Solutions Group (CSG) practice combines with the broad knowledge of our engineering and environmental consulting firm to offer services in Landscape Architecture, Planning, Economics, and Management Consulting. CSG is our idea-driven, specially positioned team for landscape architecture, urban planning, redevelopment economics, and wayfinding/environmental graphics. We are committed to enhancing communities in ways that are practical, sustainable, and authentic to our clients' needs, while being politically aware, financially feasible, and aesthetically compelling. At GAI/CSG, our most successful work has been as a result of the integration of "horizontal infrastructure", solving technical challenges together in order to create places for people that build value over time.

THE LINKAGE OF DESIGN, ENGINEERING, PLANNING, ECONOMICS, AND ENVIRONMENT IS WHAT SETS US APART AND ALLOWS US TO REALIZE OUR PASSION: WORKING WITH PARTNERS TO CREATE COMMUNITY

2016 - 2017 ...

Florida Redevelopment Association 2016 Roy F. Kenzie Award, Planning Studies *Clermont Downtown and Waterfront Master Plan*

American Planning Association 2017 Florida Chapter Award of Excellence, Neighborhood Planning Ocoee Downtown Master Plan

American Planning Association 2017 Florida Chapter Award of Merit, Grassroots Initiatives *Eatonville Capacity Building Project*

Florida Planning & Zoning Association 2017 Outstanding Plan Ocoee Downtown Master Plan

2019

American Planning Association 2019 Florida Chapter Award of Excellence *Regional Affordable Housing Initiative*

American Planning Association 2019 Florida Chapter Award of Merit Envision St. Cloud

American Society of Landscape Architects 2019 Florida Chapter Award of Honor *Victory Point Park*

Florida Redevelopment Association 2019

Roy F. Kenzie Award, Capital Projects Beautification *Victory Point Park*

Florida Redevelopment Association 2019

Roy F. Kenzie Award, Transportation Transit Enhancement Denning Drive Complete Street

2018

Florida Planning & Zoning Association 2018

Outstanding Plan/Study OBTNext Master & Implementation Plan

American Planning Association 2018 Florida Chapter Award of Merit OBTNext Master & Implementation Plan

American Planning Association 2018 Sun Coast Florida Chapter Best "Public Outreach & Engagement" Warehouse Arts District/Deuces Live Action Plan

2020-2022

American Planning Association 2020 Florida Chapter Award of Merit Pineloch Elementary School S.T.R.E.A.M. Club Program

Florida Redevelopment Association 2021

Roy F. Kenzie Award, Capital Projects/Infrastructure Riverplace Boulevard Complete Street

Downtown Orlando Partnership 2021 Golden Brick Award Award of Excellence: Lake Eola Master Plan

American Planning Association 2022 Florida Chapter Award of Merit Neighborhood Planning Category Nassau County SR200/A1A Corridor Master Plan

American Planning Association 2022 Florida Chapter Award of Merit Neighborhood Planning Category LaVilla Neighborhood Development Strategy

> **International Downtown Association** 2022 Award of Excellence: Lake Eola Park Master Plan

Downtown Orlando Partnership's Golden Brick Award 2022

Commercial & Residential Development: Alta at Health Village





Envision St. Cloud Citywide Master Plan St. Cloud, FL





Downtown and

Waterfront Master Plan

Clermont, FL

Lake Beauty Park Orlando, FL

Hobe Sound CRA Dixie Road Streetscape Martin County, FL

OUR SERVICES

Master Planning + Urban Design

CSG's master planning and urban design practice focuses on crafting plans that create livable places of lasting value for communities that require context-sensitive, sustainable solutions. We prioritize close collaboration with clients through an approach that emphasizes plans that reflect strong neighborhoods, livable transportation networks, interconnected park and open space systems, environmental sensitivity, and economic opportunities. Through work at the scale of city, neighborhood, and street, our plans create the framework for rich, interactive settings that bring people together in environments that facilitate meaningful experiences that enrich lives.

Our team draws upon expertise in multiple disciplines to balance physical, social, and economic needs and create urban places that enhance quality of life. We understand that each building, streetscape, transportation corridor, and park works toward creating an urban place that transcends the value of any individual element. Our planners and engineers work closely with clients to ensure that each piece of this urban fabric is deliberately designed with quality and respect for its role in the public realm.

With an eye toward implementation, we also understand the complex regulatory processes that must be navigated in order to gain approval for these great community plans. We draft clear plans and regulations designed to support community goals, preserve lifestyle choices, and create economic development and redevelopment opportunities, and we forge partnerships between stakeholders and local governments to achieve these positive outcomes.

WHO WE ARE. CSG is a unique team of landscape architects, urban designers, land use planners, public finance and economic development specialists, and public administrators who capture the full dimensions of strategy and solution. Committed to positioning cities for a sustainable future, we are recognized for delivering insightful, thorough, and technically sophisticated solutions. We embrace a philosophy that values the complex interrelation of people, place, and policy while considering a project's ability to positively impact its investors, community, and setting.

WHAT WE DO. As an art, our practice requires an understanding of the nuances of feasibility, political sensitivity, urban form, relationships, and character of place. But as a science, it involves street geometries and hydrologic flows, floor-area ratios, densities, market economics, and financing mechanisms. We are effective because we are sensitive and sophisticated about implementing complex ideas across the platform of inclusive participation, thoughtful design, funding and finance, public policy, and community partnerships for initiatives both large and small.

Master Planning + Urban Design Landscape Architecture + Design Economics + Real Estate Consulting Urban Analytics Wayfinding + Environmental Graphics



Maitland Downtown Master Plan Maitland, FL Winter Park Bicycle Wayfinding Master Plan Winter Park, FL





Orlando Parks and Recreation Vision and Master Plan Orlando, FL



Riverplace Boulevard Complete Street Jacksonville, FL

Landscape Architecture + Design

The Landscape Architecture Studio within CSG integrates an experienced team of professionals that strives to raise the standard of planning and design services to a new level with every project, producing sustainable, contextsensitive solutions that meet our clients' objectives. We listen to their concerns, their desires, and their needs; we gather a deep understanding of place and issues; we then deliver thoughtful and innovative solutions. The studio operates under a fundamental planning and design philosophy seeking to develop solutions that make a positive contribution to the economic and social values of a community or place. Whether the task is community master planning and place-making, streetscape and corridor design, sustainable stormwater strategies (LID), parks and open space design, or corporate and campus planning and design, we are committed to creating rich, diverse and sustainable places for people—beautiful works that allow people to connect to the environment and that respect the community's cultural, historical, and environmental heritage.

Economics + Real Estate Consulting

CSG's economic and real estate consulting services draw from the advising team's experience, education, and a culture that integrates allied disciplines to enhance the appropriate solutions. The firm's approach draws upon its knowledge of growth management techniques in many state settings, local regulatory constraints, infrastructure systems and design, public finance, awareness of the needs in the private marketplace, preferred land use forms, aesthetics, emerging trends in development, and the linkages among infrastructure, economic development as well as the character of the built environment. This knowledge enables our clients to choose critically between alternatives and implement a strategy or master plan that is flexible, cost effective, sustainable, and marketable—attributes sought by both our public and private clientele.

Urban Analytics

Our Urban Analytics team is a blend of highly experienced professionals with a proven track record of meeting client needs across community planning initiatives, institutions and agencies, private development, litigation matters, public and private utilities, and public and private funding strategies. The complexity of managing public and private resources requires moving beyond simple facts more than ever—it requires transforming data into insight. Ignoring fact-based management has also never been more risky. Making decisions in both public and private markets without analytics will either be lucky or wrong.

Our focus on meeting client needs maximizes opportunities by providing data-driven insights gained through analysis of a community's physical, social, and economic elements. The extensive use of data, statistical and quantitative analysis, and explanatory and predictive models is the foundation of factbased management to drive decisions and actions.

Wayfinding + Environmental Graphics

Our Wayfinding practice prides itself on creating unique, seamless, and functional systems for complex environments. We build legible communities by creating effective systems with a clear developed strategy—which demands specialist knowledge. One size does not fit all in wayfinding, and before we start our design process, we define a number of standards that have become best practices. We take into account natural features and notable landmarks, the range of users, and the goals and aspirations of the client and key stakeholders. By studying why people behave the way they do, and how they understand their environment, we can provide information in the way those users naturally receive it—making wayfinding intuitive and enhancing the overall experience of locals and visitors.

Compliance with Applicable Laws

We acknowledge and will comply with applicable federal, state, and local laws pertaining to this solicitation. As planners with a Florida-based practiced, we necessarily stay current with legislation affecting growth management in the state. These may include the effects of changes in federal regulations, such as we have seen with the Army Corps of Engineers' formulation of its practical response to the recent Sackett v. EPA case, or local jurisdictions grappling with the implementation of Senate Bill 102 (the Live Local Act) and its consequences for land owners, neighbors, and developers.

Licensed and Authorized to Work in the State of Florida



American Institute of Certified Planners (AICP)



Qualifying Professional – Landscape Architecture



Park Avenue Design and Engineering Services | Winter Park, FL

BBBBB

ERT

Planning Team | Staff Qualifications

ORGANIZATIONAL CHART



CIVIL ENGINEERING TECHNICAL RESOURCES

Aimee Shields, PE Project Manager/Task Lead

W. Scott Land, PE

OUR TEAM'S COMBINED EXPERIENCE

The table below lists all of our team members' combined experience for various Planning, Urban Design, and Economic services.

	STAFF EXPERTISE	S S S S S S S S S S S S S S S S S S S	Blocker, echer	Profile Andrew	Nun Contraction	Ter or inor	tri anitis	the cool is the cool of the co	lord in Volinger	to how by the second	lon Steologic	Solo on	Ain deriver	Soft of the of
	Vision and Master Plans								•					
	Special Area Plans													
S	Neighborhood Plans													
Plans	Transportation and Corridor Plans													
	Downtown/Mixed Use Plans													
	Action and Implementation Plans												٠	
	Parks & Park System Plans													
+ <mark>q</mark> s	Urban Design Standards									٠			٠	
Design + Standards	Streetscape Standards		٠			•					•		٠	
De Sta	Public Realm Design	٠						٠		٠	•		٠	
et sis	Data Collection and Analysis										٠			
Market Analysis	Market Analysis							•						
	Affordable Housing Studies							•						
h + nent	Communications (Websites, Story Maps, Flyers)	•	•		•			•	•					
Outreach + Engagement	Input Gathering (Charrettes, Stakeholders Interviews, Community Meetings, Tours)	•	•	•	•	•	•	•	•	•	•	•		
Ve	Comp Plan Evaluation													
Comprehensive Planning	Development Review		•	•		•		•	•	٠	•		٠	•
mprehens Planning	Comp Plan Updates + Amendments		•	•		•								
Co	FLUM Application Reviews					•					•			

~



Peter Sechler, PLA, AICP Vice-President

PROJECT ROLE: Project Executive

OFFICE: 618 E. South Street, Orlando FL 32801 PHONE NUMBER: 321.319.3126 EMAIL: P.Sechler@gaiconsultants.com TOTAL YEARS OF EXPERIENCE: 33 YEARS WITH GAI: 9

YEARS WITH OTHER FIRMS: 24

EXPERTISE

Visioning and Master Planning Community Engagement

EDUCATION

MBA, Business Administration, 2018, Point Park University

BS, Landscape Architecture, 1990, Ohio State University

Continuing Education Certificates:

– Harvard Business School: Leadership Training for Executives

– Harvard Graduate School of Design: Experiential Placemaking

LICENSES/REGISTRATIONS

Professional Landscape Architect (PLA): FL – 1993, #LA0001465

CERTIFICATIONS

American Institute of Certified Planners (AICP), No. 023221

Council of Landscape Architectural Registration Boards (CLARB)

Certified Trainer, Florida Redevelopment Academy

AFFILIATIONS

American Society of Landscape Architects (ASLA)

Florida Chapter American Planning Association (FAPA)

Mr. Sechler is the Director of GAI's Community Solutions Group, focused on Planning, Urban Design, Landscape Architecture, and Economic Development in the eastern U.S. for public, private, and institutional clients. His focus has been to work inclusively—identifying the community context and mission, understanding economic potential, and thereby positioning specific initiatives to support broader goals, enhanced livability, and sustainable success. Mr. Sechler has been involved in the following types of projects: citywide regional visioning; community redevelopment; transit-oriented urban development; main street and urban walkability projects; medical, educational, and office park campuses; urban public parks and trails; and neighborhood planning and enhancements.

- New Smyrna Beach Coastal Community Resiliency Program, New Smyrna Beach, Florida. Led City Staff + Commission in defining and developing a yearlong 2018 program of facilitated community conversations regarding community sustainability across a range of targeted issues, such as environmental, economic, and equity topics. Also assisted with facilitating some of the key sessions, which were heavily attended by the community.
- New Smyrna Beach CRA Master Plan Update, New Smyrna Beach, Florida. Principal-in-Charge and Senior Designer of the economic development vision for this diverse CRA. Project included substantial community involvement to identify a unified action plan of capital projects, policy revisions, incentives, and marketing initiatives designed to assist locally owned business, future investment, and collaboration between Bert Fish Medical Center, Volusia County, and the City. Since the plan's completion in 2010, New Smyrna Beach has seen significant renewal of its Canal Street and Flagler Avenue main streets, as well as many other areas of enhancement.
- St. Petersburg Downtown Waterfront Master Plan (DWMP), St. Petersburg, Florida. Director of Master Planning for 7 miles of downtown waterfront in St. Petersburg, Florida. The geography was stretched from the historic downtown on Tampa Bay, north to the Coffee Pot Bayou and south to Lassing Park. The DWMP addresses landside, parkways and waterside uses, form and design for the next 20 years. The DWMP is organized in "5 Dimensions of the Waterfront" as a framework for reconciling and capitalizing on opportunities for Environment, Parks + Trails, Boating, Streets and Circulation, and Economic Development across a wide range of land use types.
- **St. Petersburg Innovation District Master Plan, St. Petersburg, Florida.** A set of facilitated workshops and strategic plan for an area with two hospitals, university, research, marine science, and entrepreneurial center. The plan was adopted, and the district was launched with governance and priority action frameworks as a result of the plan. The plan was recognized by the Florida Planning and Zoning Association (FPZA).
- InVision Tampa/Center City Plan, Tampa, Florida. Principal-in-Charge of the 20-year Vision for Tampa's Center City. The project, funded through a Housing and Urban Development (HUD) grant, has provided a platform for widespread community discussion about the downtown region and current and future initiatives. The plan provides planning frameworks and design concepts for ensuring Tampa's Center City vitality, including new mixed-use places and a livable public realm. The plan was recognized by the Florida Chapter of the American Planning Association (FAPA).
- Envision St. Cloud, St. Cloud, Florida. Principal-in-Charge for a citywide plan for St. Cloud that positions the city for enhanced quality of life and economic sustainability within the rapidly growing Osceola County. The plan focuses citizen-driven themes toward specific targeted opportunity areas for downtown, the lakefront, the medical complex, Lakefront Park, entitled greenfields, and other strategic locations.

- Occee Downtown Master Plan, Occee, Florida. Principal-in-Charge of this plan for downtown Occee to create a broadbased strategy for infrastructure, land use/regulation, urban form, environment + open space, economic development, and transportation opportunities. The result of this communitydriven plan was an over \$40 million bond issuance by the City to immediately effectuate several transformative projects for downtown, which are now underway. In addition, the plan has been a catalyst for new private investment. The plan was recognized by FAPA.
- Dr. Phillips Packing District, Orlando, Florida. Principal-in-Charge of this initiative to master plan and adaptively redevelop over 80 acres of industrial property and buildings, along with an adjacent degraded wetland that will be repositioned as a featured 90-acre stormwater, environmental, and recreational park. The project is located in West College Park near Princeton Street and SR 441. The efforts include urban design, transportation, landscape architecture and land use planning.
- Riverplace Boulevard Complete Street, City of Jacksonville, Jacksonville, Florida. Principal-in-Charge and Senior Designer for this 2,000-ft project in the heart of Jacksonville's "SouthBank CRA" mixed-use neighborhood. The community-driven plan features lane reductions, protected bike lanes, rain gardens, on-street parking, enhanced pedestrian facilities, and contemporary urban streetscapes.
- 5th Avenue South Streetscape and Sugden Theatre Plaza Conceptual Design, Naples, Florida. Project Director for conceptual landscape architectural design of the 6 feature blocks of the 5th Avenue Shopping District. The effort was designed to establish a streetscape design approach, materials palate and other design and dimensional criteria for a planned 'refresh' of this highly active shopping and dining district. The project also examined adjacent public spaces such as Sugden Plaza and support functions such as district parking and pedestrian access to the retail venue.
- **LIFT Orlando Master Planning, Orlando, Florida.** Principalin-Charge of master planning for this emergent initiative in Orlando's "West Lakes" neighborhood. The LIFT program is built upon Housing, Health, Education, and Employment. As the master planning continues, our team has been involved in numerous implementation efforts currently underway, including Lake Lorna Doone Park and the health and wellness campus adjacent to Orange Center Elementary.
- Warehouse Arts District/Deuces Live Joint Plan, City of St. Petersburg, St. Petersburg, Florida. Principal-in-Charge and Senior Designer of an action plan for infrastructure investment and other economic/social initiatives for an emergent Arts and Industry area and adjacent historic African American Main Street. The plan included substantial public involvement, both online and in person, defining shared ideas for this culturally rich area of downtown St. Pete. The Strategic Action Plan includes the enhancement of every roadway in the study area, parklets and plazas, art and branding, and urban redevelopment recommendations; as well as detailed design and budgeting.
- Clermont Downtown Waterfront Master Plan, Clermont, Florida. Principal-in-Charge and Senior Designer of a strategic plan for downtown Clermont, including the Community

Redevelopment Area (CRA). The key ideas of the plan were to better integrate the burgeoning community health and training activities along Lake Minneola with the Main Street businesses and targeted redevelopment sites in order to create a more vibrant, connected, and economically successful area. Since the plan's completion, several capital projects are underway (including Victory Pointe Stormwater Park designed by GAI/ CSG), and numerous new small business and redevelopment sites are active via new private investment. The plan was recognized by the FRA.

- Downtown Master Plan, Sanford, Florida. Senior Designer and Project Manager for the Downtown Vision Plan for Historic Sanford. The plan resulted in several public and private initiatives, including Mr. Sechler's role leading the \$12 million Riverwalk, \$4 million First Street Streetscape, and Downtown Design Guidelines. Since the plan, Sanford's downtown has seen transformation through numerous small business investments and neighborhood revitalization. The plan was recognized by FC-ASLA.
- **Downtown Master Plan, Eustis, Florida.** Principal-in-Charge of the Downtown Vision Plan within the Eustis CRA. Results of the community-driven plan include new Main Street design and construction plans, a new downtown stormwater park (serving 12 key urban blocks), Form Based Code, and renewed discussion with the Lake Community Foundation regarding partnership sites.
- **Downtown Master Plan, Cocoa, Florida.** Principal-in-Charge of the Cocoa Redevelopment Area Master Plan. Results of the plan included identification of new development opportunities, waterfront enhancements, one-way street conversions, and street and park enhancements, such as the new South Gateway Square, downtown Wayfinding, and Form Based Code—all of which are now underway. GAI/CSG recently updated the waterfront plan following 2017 damage from Hurricane Irma and continues working with Cocoa.
- South Main Street Complete Street, Gainesville Community Redevelopment Agency (CRA), Gainesville, Florida.
 Principal-in-Charge and Senior Designer for this 6,000-ft project in the heart of the "Power District," which is a transitioning industrial and neighborhood corridor and also part of the regional commuting pattern. This community-driven plan includes lane reductions, protected bike lanes and dedicated trails, traffic calming roundabouts, rain gardens, back-in angled parking, enhanced pedestrian facilities, and contemporary urban streetscapes.
- Wauwatosa Village Streetscapes, City of Wauwatosa, Milwaukee, Wisconsin. Principal-in-Charge and Senior Designer of more than 8,000 ft of streetscapes and public open space in the historic Wauwatosa Village. The plan repositions streets and public open space in the historic Village to truly serve a "complete" set of community needs. This includes pedestrian and bicycle mobility, shared space for retailing and events, economic development, parking, environmental enhancement, and community branding. The initial phases of work have now been constructed, and the Village has seen substantial enhancement in local activity and economic development.



Blake Drury, AICP Director, Planning and Urban Design

PROJECT ROLE: Project Director

& Primary Point of Contact OFFICE: 618 E. South Street, Orlando FL 32801 PHONE NUMBER: 321.319.3125 EMAIL: B.Drury@gaiconsultants.com TOTAL YEARS OF EXPERIENCE: 26 YEARS WITH GAI: 9 YEARS WITH OTHER FIRMS: 17

EXPERTISE

Visioning and Master Planning Special Area Plans Transit Planning Downtown/Mixed-Use Plans Action and Implementation Plans Urban Design Standards Comp. Plan Amendments Outreach and Engagement

EDUCATION

MS, Planning, 1998, University of Tennessee, Knoxville, Tennessee

BA, History (Cum Laude), 1996, University of Florida, Gainesville, Florida

CERTIFICATIONS

American Institute of Certified Planners, #017026

AFFILIATIONS

American Planning Association

University of Central Florida, Adjunct Instructor (2007–2014)

City of Orlando, Municipal Planning Board 2019 – Present (Chair 2023) Mr. Drury is an urban designer and city planner focused on creating livable communities. For the past 26 years, he has developed plans for public-sector clients in urban, suburban, and rural settings across North America—including initiation, conceptualization, and design of large-scale neighborhood redevelopment projects, downtown plans, and numerous transit station area planning programs. He also has extensive experience helping private-sector clients develop visions and principles to guide new communities, including master plans for many traditional neighborhood development design projects throughout the Southeast United States. Mr. Drury is frequently invited to speak at professional events throughout the region, and previously served as an Adjunct Instructor at the University of Central Florida for 7 years teaching urban design at the graduate and undergraduate levels.

- SR200-A1A Corridor Master Plan | Nassau County, Florida. Project Manager. Two-year intensive planning effort for Nassau County to reimagine the main corridor connecting one of the fastest growing communities in the state. The Corridor Master Plan guides these new growth patterns that provide greater access to employment, housing, and commercial amenities for area residents in a manner that preserves natural habitat, mitigates for traffic congestion, establishes efficient land use patterns, encourages health and wellness, and facilitates a livable and sustainable community.
- Sunbridge, Orange and Osceola Counties, Florida. Lead Master Planner. Visioning, project conceptualization, and overall development plan for 24,000-acre, mixed-use community in the southeast portion of the Orlando metro area. Includes Planned Development (PD) Master Plan approval in Orange County and Concept Plan approval in Osceola County.
- Envision St. Cloud Citywide Master Plan, St. Cloud, Florida. Project Director. Citywide master plan addressing systems such as roads, parks, and land uses, attracting employment and promoting job growth, enhancing overall community character, and establishing a vision for possible future annexations.
- LaVilla Master Plan, Jacksonville, Florida. Project Director. Long-term redevelopment and community investment plan for the historic LaVilla neighborhood in downtown Jacksonville. The plan provides strategic direction and actionable opportunities for private development, public–private partnership (P3), infrastructure, and an enhanced public realm including park, trail, and greenway connections that will reconnect the neighborhood to the larger patterns of downtown.
- Victory Pointe Park, Clermont, Florida. Urban Designer. Design of a new stormwater facility envisioned in the Downtown and Waterfront Master Plan as a community amenity that provides recreation, a wildlife habitat, and a signature address for adjacent future development.
- Downtown Maitland CRA Master Plan, Maitland, Florida. Project Manager. Master planning for redevelopment and market repositioning of inner-ring suburban downtown. Plan outlines public realm improvements and guidance for infill redevelopment.
- SR 429 Land Use + Economic Development Study, Cities of Ocoee and Winter Garden, Florida. Project Manager. Areawide master plan that involved the creation of urban development visions for key sites to articulate opportunities, explore land use options, and ultimately promote the potential of the area. Plan promotes improved value, efficient delivery of services, and the ability to capitalize on the unique resources the two communities share.
- Wolf Branch Innovation District Master Plan, Mount Dora, Florida. Master planning for emergent multi-use employment center to ensure that the necessary regulatory structure is in place to guide the creation of a high-quality physical, economic, and social place. Includes land use plan, design guidelines, capital improvement plan, and administration plan.
- City of Mount Dora Comprehensive Plan and Evaluation and Appraisal Report (EAR), Mount Dora, Florida. Project Manager. Developed EAR and EAR-Based Comprehensive Plan Amendments for high-quality character town in Central Florida.



Andrew McCown, AICP Senior Planning Manager

PROJECT ROLE: Project Manager/Task Lead

OFFICE: 618 E. South Street, Orlando FL 32801 PHONE NUMBER: 321.319.3069 EMAIL: A.McCown@gaiconsultants.com TOTAL YEARS OF EXPERIENCE: 19

YEARS WITH GAI: 9

YEARS WITH OTHER FIRMS: 10

EXPERTISE

Comprehensive and Master Planning Comp Plan Appraisal Review (EAR) Community and Redevelopment Planning Data Collection and Analysis Geographic Information Systems (GIS) Project Management

EDUCATION

MS, City and Regional Planning, 2005, Georgia Institute of Technology

BS, Chemical Engineering, 2003, Georgia Institute of Technology

CERTIFICATIONS

American Institute of Certified Planners, #024345

AFFILIATIONS

American Planning Association

Mr. McCown specializes in project management, policy writing, comprehensive planning and evaluation, neighborhood planning, campus planning, entitlement management, public involvement, and technical research. He has led and participated in a broad range of projects, including Comprehensive Plan Amendments and rezonings, Community and Citywide Vision Plans, Neighborhood Plans, hospital campus planning, community college system planning, and a number of large landholder entitlement strategy projects. With his engineering background and extensive knowledge of GIS applications he is able to effectively integrate a practical, technical approach into all areas of planning.

Mr. McCown is highly skilled at organizing and conducting public outreach efforts in support of planning efforts. His outreach activities have included coordinating and implementing charrettes, workshops, and public presentations, and conducting group exercises, leading breakout sessions, and coordinating live electronic polling.

- SR200-A1A Corridor Master Plan | Nassau County, Florida. Planner. Two-year
 intensive planning effort for Nassau County to reimagine the main corridor connecting
 one of the fastest growing communities in the state. The Corridor Master Plan guides
 these new growth patterns that provide greater access to employment, housing, and
 commercial amenities for area residents in a manner that preserves natural habitat,
 mitigates for traffic congestion, establishes efficient land use patterns, encourages
 health and wellness, and facilitates a livable and sustainable community.
- **Evaluation and Appraisal Reports, Florida.** Project Manager and/or Planner on Evaluation and Appraisal Reports and EAR-Based Comprehensive Plan Amendments for a number of Florida cities, including:
 - City of Mount Dora, FL, Evaluation and Appraisal Report (2019–2020)
 - City of Mount Dora, FL, EAR-Based Amendments (2019–2020)
 - City of Maitland, FL, Evaluation and Appraisal Report (2009)
 - City of Maitland, FL, EAR-Based Comprehensive Plan Amendments (2010)
 - Smart Charlotte 2050, Charlotte County, FL (2008)
 - Haines City, FL, Evaluation and Appraisal Report (2009)
 - City of Bradenton, FL, EAR-Based Comprehensive Plan Amendments (2005)
- **St. Petersburg Innovation District, St. Petersburg, Florida.** Project Manager for strategic urban design and master plan that depicts significant new institutional growth coordinated with support commercial services, research and business development, marine industrial, and residential between the neighborhoods near Roser Park and Downtown—all within a distinctly walkable "urban" form with livable, connected, multimodal streets and accessible open space.
- Riverplace Boulevard Complete Street, Jacksonville, Florida. Project Planner for public involvement and conceptual design exploration of several alternative scenarios for a place-based reconstruction of Riverplace Boulevard. The preferred concept includes separate bike lanes, increased sidewalks, safe crossings, narrowed lanes, and contemporary solutions to streetscape and urban stormwater drainage.
- Packing District Planned Development, Dr. Phillips Foundation, Orlando, Florida. Project Manager and Senior Planner for the creation of a major (Planned Development) PD amendment/expansion for the Packing District. The PD Amendment transformed the original industrial-focused PD into a mixed-use district based on the newly developed Vision. The PD now allows flexibility for continued industrial operations while promoting redevelopment and repurposing the former industrial buildings.
- Bartow Citywide Master Plan, City of Bartow, Bartow, Florida. Project Manager and Planner for a citywide master plan for the City of Bartow, FL. The plan focused on the key character areas and corridors of the City in the larger context of the City's unique growth constraints. The effort included extensive public engagement, including virtual stakeholder meetings and charrettes. The Citywide Master Plan was completed in parallel with an update to the Bartow CRA Plan.



Claudia Ray Senior Urban Designer and Planner

PROJECT ROLE: Project Manager/Task Lead

OFFICE: 618 E. South Street, Orlando FL 32801 PHONE NUMBER: 321.445.8040 EMAIL: C.Ray@gaiconsultants.com TOTAL YEARS OF EXPERIENCE: 14 YEARS WITH GAI: 4 YEARS WITH OTHER FIRMS: 10

EXPERTISE

Visioning and Master Planning Downtown Plans Neighborhood Plans Corridor Plans Action and Implementation Plans Urban Design Standards Streetscape Design Outreach and Engagement Bi-Lingual (English, Spanish)

EDUCATION

MS, Architecture and Urban Design, 2012, Columbia University

B. Architecture, 2005, Universidad Simon Bolivar, Venezuela

AFFILIATIONS

American Planning Association (APA)

Congress of New Urbanism

City of Orlando Municipal Planning Board, past Member (2015-2018) Claudia is a creative and forward-thinking urban designer and planner with more than 14 years of experience working with public, private and institutional clients on projects at all scales in planning, landscape design and architecture. Her award-winning work demonstrates Claudia's proven ability to envision, design and implement strategies while understanding the place, and listening to stakeholders and clients. Project management and leadership skills empower Claudia to create and develop livable cities and communities. She has a clear understanding of different scales of the built environment, its social and economic dynamics, governance and private development.

- OBTNext, A Corridor Master Plan for the Orange Blossom Trail (OBT) Corridor,
 Orange County, Florida. Project Manager and Urban Designer/Planner of a Master and Implementation plan for an 8-mile segment of the OBT corridor in Orange County, Florida. Ms. Ray's responsibilities on the project included the creation, coordination, and participation of a multijurisdiction public, social, and online engagement campaign; leading walking audits, community, and stakeholder meetings; identification of existing issues and opportunities through public input and data analysis; development of a vision, framework, action, and implementation plan; design of five catalyst sites; and identification of and identification of future development and infrastructure projects.
- Eatonville CRA Plan Update, Town of Eatonville, Eatonville, Florida. Lead Urban Designer and Planner for the Eatonville CRA Plan Update. Ms. Ray was responsible on leading, coordinating, and preparing content for community meetings; analysis and understanding the existing street network, building inventory, and future land use; identification of key infill redevelopment sites, future uses, and access and connectivity improvements; design of master and vision plan based on the communities input; and creation of final project presentation.
- Ocoee Downtown Master Plan, City of Ocoee, Ocoee, Florida. Urban Designer and Planner for the Ocoee Downtown Master and Vision Plan. Ms. Ray's role was to participate in community meetings and design workshops for the conception of downtown Ocoee's overall master plan and key streets, including a schematic design package for Blufford Street. In early 2016, the City of Ocoee engaged GAI's Community Solutions Group to lead an extensive, community-based, Downtown master planning effort. The adopted master plan has resulted in unprecedented acceptance and enthusiasm by the Ocoee community. The City has immediately moved forward with implementation, including a major bond issue to fund top-priority projects.
- Wauwatosa Village Streetscapes and Parks Milwaukee County, Wauwatosa, Wisconsin. Urban Designer of a master streetscape design of key streets and intersection for the Village of Wauwatosa, Wisconsin. Ms. Ray was responsible for the preparation and participation of stakeholder and community meetings; creation of inventory of the existing street conditions, including typical sections and materials; development of several typical sections for potential scenarios that were considered by the City and the community; and design of an overall streetscape master plan and schematic design package.
- Clark-Fulton Together Neighborhood Master Plan, City of Cleveland, OH. Claudia served as Project Manager on this comprehensive effort to create a roadmap for the Clark-Fulton neighborhood on Cleveland's west side. She led the bilingual planning and community engagement process and a team of planners, designers, landscape architects, transportation engineers, and a local engagement specialist. The planning and community engagement bilingual process kicked off at the beginning of the Covid-19 pandemic in early 2020. The plan was developed through an 18-month process of partnerships, informed by community voices. Claudia hosted over 50 meetings and events, in-person and virtually, totaling 850+ community touch point and hundreds of social media views. Claudia, in partnership with WSP engaged residents innovatively and safely in an uncommon time of constraints – including postcards, bike rides, and scooter tours, and surveys. The plan, was approved by the City of Cleveland Planning Commission in October 2021.



Owen Beitsch, PH.D, FAICP, CRE Senior Director, Economic and Real Estate Advisory Services

PROJECT ROLE: Economic and Real Estate Advisory Services

OFFICE: 618 E. South Street, Orlando FL 32801 **PHONE NUMBER:** 321.319.3131

EMAIL: O.Beitsch@gaiconsultants.com

TOTAL YEARS OF EXPERIENCE: 40

YEARS WITH GAI: 33 YEARS WITH OTHER FIRMS: 7

EXPERTISE

Data Collection and Analysis

Market Analysis

Affordable Housing Studies + Implementation Plans

Community Redevelopment Area Plans

EDUCATION

PhD, Public Affairs, University of Central Florida Masters of Urban and Regional Planning (MURP), Florida State University

LICENSES/REGISTRATIONS

Fellow, American Institute of Certified Planners (AICP)

Counselor of Real Estate (CRE) Real Estate License: FL, #SL595584

CERTIFICATIONS

Certified Trainer, Florida Redevelopment Academy

AFFILIATIONS

American Institute of Certified Planners

Dr. Beitsch is presently the Senior Director, Economic and Real Estate Advisory Services, for Community Solutions Group (CSG), GAI Consultants' in-house consulting practice that strategically integrates design, planning, and economics.

Dr. Beitsch's professional interests align with several community and organizational activities. He held a leadership role in the Tampa Downtown Partnership before moving to Orlando, where he became a founding member of the Orlando Neighborhood Improvement Corporation (ONIC). He subsequently served as the organization's chairman for 4 years, then later joined the Orlando Housing Authority, serving on the Board of Commissioners for 8 years. As a resident of Winter Park, Florida, Dr. Beitsch served as assistant chair of the City's Economic Advisory Board, as well as a member of the Planning and Zoning Board; during this time, he also served on other ad hoc committees exploring policy issues for both Orlando and Winter Park. Dr. Beitsch is currently the elected chair of the Xentury City Community Development District, which oversees a major tourist area proximate to Disney World.

- Regional Affordable Housing Initiative, Orange/Osceola/Seminole County, Florida. Working with a consortium of four local government partners—drawn from Orange, Seminole, and Osceola Counties, and the City of Orlando—CSG assisted with the completion of the first regional affordable housing initiative in Florida. These four local governmental authorities recognized shared strategies in order to provide a more powerful approach to mitigating this major regional barrier to sustained economic development. The plan created was given special recognition by the Florida Chapter of the American Planning Association for its exceptional approach and content.
- Orlando Neighborhood Improvement Corporation (ONIC), Orlando, Florida. Lead Economist. In conjunction with ONIC, GAI's CSG helped secure the sale and conversion of several hundred units of military housing for private use. At the time, this project represented the state's largest redevelopment initiative focused exclusively on housing.
- Housing Market Analysis, Quest, Inc., Orlando, Florida. Principal-in-Charge responsible for overseeing data collection and analysis. GAI's CSG evaluated the potential for operation and ownership of a proposed apartment complex targeted toward developmentally.
- Financial/Market Assessment, Orange Blossom Trail Development Board, Orlando, Florida. Lead Economist overseeing data collection and analysis. CSG estimated supportable levels of development for various land uses along the 8-mile segment of the Orange Blossom Trail (OBT) corridor, which is the focus of OBTNext.
- **City of Orlando Multiple CSAs, Orlando, Florida.** Economic Analyst. Dr. Beitsch has had a relationship with the City of Orlando for more than 25 years; his work has entailed a variety of CSAs, most executed with the City's finance department, with which he has advised on a number of fiscal issues stemming from assessments and tax credits, among other subjects. On real estate matters, he has provided expert support in eminent domain issues and is now supporting work of a special task force oriented to affordable housing. Several years ago, he helped the City of Orlando develop a housing incentive program, focusing on offsets to parking costs and resulting in the first rental housing to be built in the city center in almost 20 years.
- SR 429 Land Use + Economic Development Study, Cities of Ocoee and Winter Garden, Florida. Lead Economist for areawide master plan that involved the creation of urban development visions for key sites that can be used to articulate opportunities, explore land use options, and ultimately promote the potential of the area. The visions are supported by concepts for land use and circulation patterns intended to promote improved value, efficient delivery of services, and the ability to capitalize on the unique resources the two communities share.



Laura Smith, MPA, FRA-RA Financial Analyst Manager

PROJECT ROLE: Project Manager/Task Lead

OFFICE: 618 E. South Street, Orlando FL 32801 PHONE NUMBER: 321.319.3088 EMAIL: L.Smith@gaiconsultants.com TOTAL YEARS OF EXPERIENCE: 15 YEARS WITH GAI: 8

YEARS WITH OTHER FIRMS: 7

EXPERTISE

Data Collection and Analysis Market Analysis Affordable Housing Studies + Implementation Plans

Community Redevelopment Area Plans

Land Development Codes/Regulations

Comp. Plan Amendments

Comp Plan Appraisal Review (EAR)

EDUCATION

MURP, Urban and Regional Planning, 2015, University of Central Florida

MPA, Public Administration (Pi Alpha Alpha), 2008, University of South Florida

BA, Political Science, 2006, University of South Florida

CERTIFICATIONS

Certified Trainer, Florida Redevelopment Academy

AFFILIATIONS

Lake County Planning & Zoning Board

The Florida Redevelopment Association - Academy Faculty

Ms. Smith serves as Financial Analyst Manager within GAI's Community Solutions Group (CSG), where she conducts and oversees the research and analysis of market, economic, and demographic data; commercial, industrial, and multifamily performance indicators; census data; and employment statistics for various products of the firm. Ms. Smith served as a professional municipal planner for 6 years, expanding her expertise to include writing and updating land development codes, development plan reviews, comprehensive plan rewrites and updates, comprehensive plan Evaluation and Appraisal Reports (EAR), Community Redevelopment Agency (CRA) Findings of Necessity (FON), and redevelopment plans.

Ms. Smith is a graduate of University of South Florida, with an MPA in Public Administration and a BA in Political Science. She also earned her master's certificate in Urban and Regional Planning from the University of Central Florida. She currently serves on the Planning and Zoning Board of Lake County, Florida.

- SR 200/A1A Corridor Design Plan, Nassau County, Florida. Senior Analyst in charge of data collection and analysis of potential development and/or redevelopment sites, identifying the competitive environment for appropriate uses at these sites, and preparing estimates of site development potential for the targeted uses along the entire SR 200/A1A corridor.
- New Smyrna Beach Coastal Community Resiliency Program, New Smyrna Beach, Florida. Financial Analyst. GAI's CSG team led City staff and Commission in defining and developing a year-long 2018 program of facilitated community conversations regarding community sustainability across a range of targeted issues, such as environmental, economic, and equity topics. Ms. Smith also assisted with facilitating some of the key sessions, which were heavily attended by the community.
- Mount Dora Vision Update and EAR, City of Mount Dora, Mount Dora, Florida. Senior Analyst responsible for evaluating the comprehensive plan, facilitating public engagement, and updating the City's vision.
- Financial/Market Assessment, Orange Blossom Trail Development Board, Orlando, Florida. Senior Analyst responsible for data collection and analysis. GAI's CSG estimated supportable levels of development for various land uses along the 8-mile segment of the Orange Blossom Trail (OBT) corridor, which is the focus of OBTNext.
- Update of the Northbank Downtown & Southside CRA Plans and the Business Investment and Development Strategy or the Jacksonville Downtown Investment Authority, Jacksonville, Florida. Senior Planner and Economic Analyst for a comprehensive update to the Business Investment and Development Plan ("BID Plan"), and BID Strategy and for the Northbank Downtown and Southside CRA Plans. The project involved four discrete tasks, each of which involved extensive public and stakeholder engagement: Update the Downtown Design Guidelines, Develop a Parks Master Plan, Develop a Branding Plan, Update the BID and CRA Plans.
- Downtown Yearly Market Reports City of Orlando, Orlando, Florida. Senior Analyst responsible for data collection and analysis. GAI's CSG prepared quarterly summaries of selected market activity occurring within the Downtown Orlando CRA and other areas.
- West 192 Development Authority Market Report, Osceola County, Florida. Senior Analyst responsible for collecting and analyzing annual trends data across the business, office, and retail market sectors within the West 192 Development Authority. The report is used by the Development Authority in its effort to promote, market, and inform various entities on the performance of these market sectors within the Development Authority and Osceola County.
- Orange County Parks Growth Analysis, Orange County, Orlando, Florida. Senior Analyst responsible for data analytics, population projections, and park planning prioritization.



Kristin Caborn, CPRE, FCP Director, Park and Recreation System Planning

PROJECT ROLE: Comprehensive Planning

OFFICE: 618 E. South Street, Orlando FL 32801 PHONE NUMBER: 321.319.3161 EMAIL: K.Caborn@gaiconsultants.com TOTAL YEARS OF EXPERIENCE: 24 YEARS WITH GAI: 7 YEARS WITH OTHER FIRMS: 17

EXPERTISE

Park Master Plan Community Engagement Parks and Recreation Managements

EDUCATION

MS, Recreational Studies, 2000, University of Florida

BS, Recreation (Honors), 1997, University of Florida

CERTIFICATIONS

Certified Park and Recreation Executive (CPRE), National Recreation and Park Association, Florida (11160)

Crime Prevention Through Environmental Design (CPTED)

AFFILIATIONS

Florida Recreation and Parks Association (FRPA) Foundation Trustee, President, 2013–2014

Member of the first class of Certified Park and Recreation Executives through NRPA

Board Member, Florida Design Out Crime Association, a Crime Prevention Through Environmental Design (CPTED) Network

National Recreation and Park Association

Florida Recreation and Park Association (FRPA)

Ms. Caborn has 23 years of extensive parks and recreation management and planning experience involving managing several multimillion-dollar parks and recreation projects, and providing master plan implementation and phasing plans services for public sector clients. Ms. Caborn thoroughly understands the municipal park planning process through her experience as a previous Parks and Recreation Director, where she was actively involved in all aspects of park planning, including extensive public involvement and facilitation. She is a Certified Park and Recreation Executive, Florida Crime Prevention Through Environmental Design (CPTED) Practitioner, and was named to Engineering News-Record's Southeast Top 20 under 40 in 2015.

- City of Orlando Parks and Recreation Vision and Master Plan, Orlando, Florida. Project Manager. CSG is leading the City of Orlando Parks and Recreation Vision and Master Plan update. The primary objective of this effort is to build off the accomplishments of the 2010 Vision Plan and establish a future-ready road map that will guide the City parks and recreation system investments. This comprehensive planning process began in summer 2019 with an extensive inventory analysis, and continued through the year with broad public engagement. The project is currently ongoing, with in-depth and community-responsive master planning.
- Chisholm Park Master Plan, St. Cloud, Florida. Project Manager. GAI's Community Solutions Group (CSG) has had an active role in shaping the future vision for the City of St. Cloud. CSG's multidisciplinary team has led the effort to develop a broad, transformational body of work for the City. Beginning with Envision St. Cloud, CSG has been involved with planning efforts for the City's streetscapes, trails, as signature parks—as well as the Parks and Recreation Master Plan (PRMP), which prioritized the renovation of Chisholm Park. Since the COVID crisis, CSG has been actively engaging the community regarding improvements to Chisholm Park through online tools that explore site amenity preferences as well as provide virtual tours of the site, a survey, and concept reviews. After public input, CSG will develop concepts, cost estimates, and a final plan that the City can use to envision the future of the park.
- Parks, Recreation, Pathways and Open Spaces Master Plan, Casselberry, Florida. Project Manager/Park Planner. GAI's CSG, as a subconsultant, provided professional parks and recreation planning services to prepare a comprehensive Parks, Recreation, Pathways, and Open Spaces Master Plan for the City. Scope of services included master planning, inventory and analysis, needs assessment, visioning, implementation, and the Parks and Recreation Master Plan Final Report. (Completed 2017).
- South Lake Regional Park, Lake County, Florida. Park Planner. GAI's CSG is responsible for a multi-phase, 141+-acre Regional Park project—Phase 1: Park Master Plan; Phase 2: Design, Construction Documents, and Bidding; and Phase 3: Construction Administration Support. South Lake Regional Park Master Plan includes multi-purpose fields, baseball, softball, and little league fields; cricket fields; playground area; dog park; pavilions; path system and trailhead; exercise stations; canoe/kayak launch; sports and path lighting; maintenance storage building; restroom/concession buildings; and signage. (Ongoing).
- Citywide Park System Design Guidelines, Gainesville, Florida. Project Manager. As part of the City of Gainesville's Wild Spaces Public Places (WSPP) referendum, used to fund park improvements throughout the city, CSG created a document that guides the design of park renovations and new park development. The document describes the current state of Gainesville's parks, including extensive natural conservation lands as well as a variety of nature-based and active parks. With this understanding of current conditions, the guidelines document outlines best practices for the design of elements within each park; specifies detailed requirements for the layout of park furnishings and features; and concludes with specific requirements for the use of hardscapes, furnishings, lighting, and plant material by designers who may retained for park design under the City's WSPP program.



Andrew Sheppard, ASLA, PLA, LEED AP Planning and Urban Design Manager

PROJECT ROLE: Planning + Urban Design

OFFICE: 618 E. South Street, Orlando FL 32801 PHONE NUMBER: 321.319.3064 EMAIL: A.Sheppard@gaiconsultants.com

TOTAL YEARS OF EXPERIENCE: 23

YEARS WITH GAI: 7 YEARS WITH OTHER FIRMS: 16

EXPERTISE

Urban Design

Master Planning

Transportation Planning

EDUCATION

BS, Landscape Architecture, 2000, Ball State University

LICENSES/REGISTRATIONS

Professional Landscape Architect (PLA): FL – 2004, #LA6666767

CERTIFICATIONS

Leadership in Energy and Environmental Design Accredited Professional (LEED AP), 2008, #0010235636

AFFILIATIONS

American Society of Landscape Architects

American Planning Association

Urban Land Institute

Congress for the New Urbanism

U.S. Green Building Council (USGBC)

Mr. Sheppard has 22 years of experience in visioning, design development, and implementation for master planned communities, resort and tourism planning, urban design, livable transportation, employment centers, and campus planning for public, private, and federal clients. He is focused on creating livable communities and has experience working at all scales of development on a broad range of residential, commercial, and institutional projects throughout the world. He has developed an understanding that place is defined by careful attention to character, scale, authenticity, and appreciation of context. Mr. Sheppard is known for his ability to listen to clients—translating their ideas into compelling plans—and crafting achievable implementation strategies to bring their vision to reality. His project involvement includes mixed-use communities, redevelopment within downtown areas, transit-oriented development, walkability, and complete street studies as well as Vision and Design Implementation Books.

- SR200-A1A Corridor Master Plan | Nassau County, Florida. Planner. Two-year
 intensive planning effort for Nassau County to reimagine the main corridor connecting
 one of the fastest growing communities in the state. The Corridor Master Plan guides
 these new growth patterns that provide greater access to employment, housing, and
 commercial amenities for area residents in a manner that preserves natural habitat,
 mitigates for traffic congestion, establishes efficient land use patterns, encourages health
 and wellness, and facilitates a livable and sustainable community.
- Warehouse Arts District, City of St. Petersburg, St. Petersburg, Florida. Urban Designer of an action plan for infrastructure investment and other economic/social initiatives for an emergent Arts and Industry area and adjacent historic African American Main Street. The plan included substantial public involvement, both online and in person, defining shared ideas for this culturally rich area of downtown St. Pete. The Strategic Action Plan includes the enhancement of every roadway in the study area, parklets and plazas, art and branding, and urban redevelopment recommendations; as well as detailed design and budgeting.
- Flagler Redevelopment, New Smryna Beach, Florida. Senior Designer and Project Leader for this mixed-use project. Services provided included visioning, master planning, and urban design. Located on one of the last remaining contiguous undeveloped parcels within the City of New Smyrna, the goal of the plan was to facilitate economic development and employment growth by supporting a long-term sustainable community development. This downtown vision plan is inclusive of city government, local business leaders, and the design team to identify a structure, form, and character to revitalize this unique community. The master plan analyzes the existing framework with changes that improve function, land uses, parking, and safety. The plan proposes 1 million sf of light industrial, office, and retail uses.
- Downtown Maitland Master Plan, Maitland, Florida. Urban Designer. Master planning for redevelopment and market repositioning of inner-ring suburban downtown.
- Ocoee Downtown Waterfront Master Plan, Ocoee, Florida. Urban Designer of this plan for downtown Ocoee to create a broad-based strategy for infrastructure, land use/ regulation, urban form, environment and open space, economic development, and transportation opportunities. The plan has been a catalyst for new private investment.
- Downtown and Waterfront Master Plan, Clermont, Florida. Urban Designer. Master planning for downtown and lakefront focused on leveraging park amenities and repositioning downtown for increased redevelopment activity.
- Oakland Park, Winter Garden, Florida. Master Planner. Overall master planning for infill neighborhood development nestled between two historic communities involving integration of many unique environmental features within a connected series of parks and public spaces.
- **Denning Drive Complete Street, Winter Park, Florida.** Urban Designer. Conceptual transportation and urban design planning for four-lane to three-lane road diet, including separated multi-use trail and improved streetscape.



Jordan Kowalchik, ^{Project Planner}

PROJECT ROLE: Planner

OFFICE: 618 E. South Street, Orlando FL 32801 PHONE NUMBER: 321.319.3146 EMAIL: J.Kowalchik@gaiconsultants.com TOTAL YEARS OF EXPERIENCE: 2 YEARS WITH GAI: 1 YEARS WITH OTHER FIRMS: 1

EXPERTISE

ArcGIS Bluebeam Revu SketchUp Microsoft Office Adobe Creative Suite

EDUCATION

MS, Urban and Regional Planning, 2021, University of Central Florida

BA, Art History, 2019, Florida Atlantic University

AFFILIATIONS

American Planning Association

Mr. Kowalchik serves as a Project Planner for GAI's Community Solutions Group. His previous experience working for municipalities gives him an understanding of public and private development processes that engage and benefit communities. His project experience includes master planning, site plan approvals, lot splits, plats, subdivision plans, annexations, and commercial and residential permitting.

He holds a master's degree in Urban and Regional Planning from the University of Central Florida (UCF).

HIGHLIGHTED EXPERIENCE

- Harbor Hills II Master Plan Development, Lake County, Florida. Project Planner. GAI prepared a conceptual vision plan for the development of approximately 1,320 acres of land on Lake Griffin adjacent to the existing Harbor Hills Country Club in Lake County, Florida. The purpose of the plan is to obtain Land Use and PD entitlements, identify preliminary transportation/roadway concepts, and lay groundwork for the site plan development. Entitlement services required include Future Land Use Map amendments and rezoning. In addition, GAI provided core preliminary items needed to support an internal site plan, such as stormwater requirements, flood plain analysis, and environmental study.
- Seminole County Parks and Recreation Master Plan, Seminole County, Florida. Project Planner. GAI is assisting Seminole County with updating their Parks and Recreation Master Plan (PRMP), which serves as a roadmap for how the County can effectively enrich recreation experiences for residents and visitors. This comprehensive planning process involved an extensive inventory analysis to identify gaps in the existing parks system, and continued with broad public engagement. The final PRMP is being submitted in fall 2023, with the goal of serving as a keystone for the County's CAPRA reaccreditation process in 2024.
- Orlando Health Downtown Campus FY 2023 General Planning, Orlando, Florida. Project Planner. GAI is providing on-call professional design and planning services to Orlando Health. Projects include Wayfinding and Environmental Design, researching regulations for possible new locations, and helping guide applications through various municipalities' approval processes.
- **PRMP, City of Jacksonville, Jacksonville, Florida.** Project Planner. The City of Jacksonville, in partnership with GAI Consultants, is updating the Jacksonville Parks Master Plan to create a 10-year vision for the City's future parks system. By developing recommendations and action plans that improve, grow, and maintain the City's parks, trails, and recreations facilities, the Plan will help the City continue providing quality recreation options to the Jacksonville community.
- LIFT Choice Neighborhood Grant Support, LIFT Orlando, Inc., Orlando, Florida. Project Planner. GIS mapping and graphics. GAI is assisting LIFT Orlando in their efforts to secure grants that strengthen the historic neighborhoods surrounding Camping World Stadium, in the heart of Orlando.

PREVIOUS EXPERIENCE

- **City of Orlando, Florida. Planner I Land Development**. Reviewed and facilitated City projects such as site plan approvals, lot splits, plats, subdivision plans, and commercial and residential permitting. Prepared reports and presentations for various City review boards, including the Municipal Planning Board.
- **City of Winter Garden, Florida. Planner I.** Reviewed and facilitated City projects, such as site plan approvals, lot splits, plats, subdivision plans, annexations, and commercial and residential permitting. Facilitated meetings involving the community, stakeholders, and City Manager, City Engineers, and City Attorneys.



Hannah Hollinger, LEED AP O+M Project Planner/GIS

PROJECT ROLE: Project Planner / GIS Specialist

OFFICE: 618 E. South Street, Orlando FL 32801

PHONE NUMBER: 321.319.2516

EMAIL: H.Hollinger@gaiconsultants.com

TOTAL YEARS OF EXPERIENCE: 7

YEARS WITH GAI: 2 YEARS WITH OTHER FIRMS: 5

EXPERTISE

Data Collection and Analysis GIS and Mapping LEED Administration Sustainability Planning Outreach and Engagement EDUCATION

MS, Urban and Regional Planning, 2020, University of Central Florida

BS, Environmental Studies, 2017, University of Central Florida

CERTIFICATIONS

LEED Accredited Professional, #0011092569

Ms. Hollinger serves as a Project Planner for GAI's Community Solutions Group. She has a comprehensive academic background in environmental and planning topics, utilizing GIS applications to conduct spatial analyses and modeling for tasks such as data verification, site selection, and land suitability analyses. As a LEED-accredited professional, Ms. Hollinger has a solid background leading sustainability and green building initiatives, such as authoring water conservation, climate action, and campus master plans. Her experience enables her to identify communities' needs based on the existing urban character and incorporate sustainability into long-range planning and project goals.

Ms. Hollinger holds a master's degree in Urban and Regional Planning, as well as a bachelor's degree in Environmental Studies—both from the University of Central Florida (UCF).

HIGHLIGHTED EXPERIENCE

- Orange Blossom Trail CRA Redevelopment Plan, Orlando, Florida. Project Planner responsible for data collection and analysis to support a FON and CRA redevelopment plan update. Elements included a physical conditions assessment and implementation strategy for the 8-mile segment of the Orange Blossom Trail corridor that is the focus of OBTNext.
- Parks and Recreation Master Plan, Deltona, Florida. Project Planner. Developed park inventory geodatabase for field data collection. Held part in the field data collection team.
- Water-Sensitive Land Use Strategy, One Water Master Plan, Winter Haven, Florida. Project Planner for developing a menu of land use strategies that help mitigate impacts from urbanization within the Peace River Watershed. The strategies focus on understanding the urban water cycle and promoting land use policies that repair or enhance the hydrological functions of built environment.

PREVIOUS EXPERIENCE

- Authoritative Infrastructure Geodatabase, University of Central Florida (UCF)
 Utilities & Energy Services. GIS Analyst. Created a server-hosted repository of above and below-ground utility infrastructure digitized from field investigations and hardcopy as-builts. Utilities included potable water, chilled water, reclaimed water, wastewater, stormwater, and natural gas.
- Valve Exercise Program, UCF Utilities & Energy Services. Co-Lead. Developed a data-driven workflow to aid frequent potable and chilled water valve exercises and improve the accuracy of authoritative data of critical infrastructure.
- 2020–2030 Campus Master Plan Update, UCF. Contributing Author. Developed a concurrency application and data management program to ensure adherence to the university's consumptive use agreements and utility generation capacities.
- Front-End Web Development, UCF Utilities & Energy Services. Lead Developer. Developed new front-end of the department's website to optimize data visualization, user navigation, and university marketing schemes. energy.ucf.edu.
- **High-Performance Building Certifications, UCF.** LEED Manager. Ensured university standards and policies compliance for the successful certifications of 13 campus buildings and 3 campus master sites under LEED v2009 and LEEDv4.
- Sustainability Advisory Committee Student Internship Program, UCF. Lead and Founder. Developed a student internship program to provide 12 multidiscipline students the opportunity to form and propose sustainability-based projects to key administrators.



John Jones, AICP, FRA-RP Senior Planning Manager

PROJECT ROLE: Redevelopment Planning

OFFICE: 618 E. South Street, Orlando FL 32801

PHONE NUMBER: 321.319.3132

EMAIL: John.Jones@gaiconsultants.com

TOTAL YEARS OF EXPERIENCE: 30

YEARS WITH GAI: 1

YEARS WITH OTHER FIRMS: 29

EXPERTISE

Community Visioning, Redevelopment Planning, Economic Development, Land Planning

EDUCATION

Master of Public Administration, University of Central Florida, 1991

BS Economics, University of Central Florida, 1989

CERTIFICATIONS

Certified Planner #023074, 2008

Certified Redevelopment Planner (FRA-RP), 2011

AFFILIATIONS

Florida Redevelopment Association (FRA), Board Member, 2018-2023

American Planning Association (APA)

American Institute of Certified Planners (AICP)

John has 30 years of experience in economic development, community redevelopment, land planning, impact fees and community visioning. He has authored numerous community redevelopment plans and economic development master plans.

- City of High Springs CRA Trails and Parks, High Springs, Florida.
- City of Winter Park CRA Update, Winter Park, Florida
- Pinellas Park Community Redevelopment Plan, Pinellas Park, Florida.
- Fort Pierce Community Redevelopment Plan Update, Pierce, Florida.
- St. Andrews CRA Plan Update and CRA Timeframe Extension, Panama City, Florida.
- Lake Wales Community Redevelopment Agency Plan Update, Lake Wales, Florida.
- Dade City CRA Plan Update, Dade City, Florida.
- Spring Hill Community Redevelopment Agency, City of DeLand/Volusia County, Florida.
- Babcock Street Redevelopment Plan Update, Melbourne, Florida.
- Millville CRA Redevelopment Plan, Panama City, Florida.
- Redevelopment Plan, Gulf Breeze, Florida.
- Pinellas Park Community Redevelopment Plan, Pinellas Park, Florida. 2018-2019 Serves as Project Manager for the update to the City of Pinellas Park's Community Redevelopment Plan and effort to extend the CRA's operational timeframe. The foundational elements of the Community Redevelopment Plan include the designation of a new 55-acre city center, renovation of its 29-acre community park and a complete street design for 78th Avenue that connects the two activity nodes. The master planning effort was designed to incentivize private sector investment around the area, consolidate facilities, create a walkable community and enhance the community's amenities to its residents. The Plan includes a detailed implementation strategy that addresses the redevelopment of opportunity sites and installation of capital improvements. It is currently advancing through the public hearing process with adoption anticipated by the end of 2019.
- Fort Pierce Community Redevelopment Plan Update, City of Ft. Pierce, Florida. 2019 Project Manager for the update of the 2001 Community Redevelopment Plan to reflect changes in the conditions of the CRA subsequent to the 2001 Plan's adoption and the current implementation status of long-term redevelopment projects. The scope included the identification of capital projects and redevelopment programming and the evaluation of the proposed extension of the Operational Timeframe of the Community Redevelopment Agency. Additionally, developed a project theme/brand and created a Webpage. Developed and posted an online survey to solicit feedback and prioritize projects. Facilitated community input sessions in 5 areas of the CRA. Attended and presented the updated document at advertised public hearings.
- St. Andrews CRA Plan Update and CRA Timeframe Extension, Panama City, Florida. 2017 – 2018 Served as Project Manager for an update of the St. Andrews Community Redevelopment Area's Redevelopment Plan and extension of the CRA's operational timeframe. This waterfront CRA was established in 1989 and is eligible to have the operational timeframe of the CRA extended up to 30 additional years. S&ME developed a community website to provide public access to the project schedule, planning documents and schedules. The website also enables the community to take part in an online survey and provide their comments on the redevelopment process. Situated on a working waterfront, the updated St. Andrews CRA Plan utilized community input from the St. Andrews Waterfront Partnership. The updated Plan identified a five-year Capital Improvement Plan, business support programming and identify catalytic redevelopment sites and other opportunity sites within the CRA



Aimee Shields,

PE, Senior Engineering Manager

PROJECT ROLE: Civil Engineering Technical Resource

OFFICE: 618 E. South Street, Orlando FL 32801

PHONE NUMBER: 321.319.3041

EMAIL: A.Shields@gaiconsultants.com

TOTAL YEARS OF EXPERIENCE: 20

YEARS WITH GAI: 17

YEARS WITH OTHER FIRMS: 3

EXPERTISE

Civil Engineering, Infrastructure Engineering and Design, Permitting, Sanitary Sewer System Analysis and Design, Stormwater Management, Stormwater Pollution Prevention Control

EDUCATION

MBA, Business Administration, 2017, Point Park University

BS, Civil Engineering, 2003, Villanova University

LICENSES/REGISTRATIONS

Professional Engineer (PE): FL-2008, #68011

Ms. Shields has demonstrated expertise in project management and civil site design for commercial, residential, institutional, municipal, and private projects. Her design work includes grading, drainage, storm sewer systems, stormwater management facilities, water systems, sanitary sewers, pump stations, and roadways. Ms. Shields develops construction drawings and specifications, and prepares permit application packages for submittal and processing through various local, state, and federal permitting agencies. Her civil engineering experience includes urban infill, hospitality and streetscape/roadway projects, healthcare campus master planning, enabling/infrastructure, and expansion projects. She has also prepared feasibility studies, flood mitigation analyses, and engineer's estimates of probable cost. In addition to her PE license and MBA, Ms. Shields holds advanced certification for maintenance of traffic design.

- Packing District YMCA, YMCA of Central Florida, Orlando, Florida. Project Manager for site design, permitting, and construction phase services for a 35,000-sf health facility with outdoor pool amenity and surface parking.
- Alta at Health Village Apartments, Wood Partners, Orlando, Florida. Project Manager for site design, permitting, and construction phase services for an over 400-unit apartment complex with structured parking. The project included design of 1,300 lf of sanitary sewer improvements offsite to provide additional sanitary sewer capacity in the public system.
- Creative Village Development Projects, Orlando, Florida. Project Manager. Creative Village transforms the former Amway Arena site into a 68-acre, mixed-use, transit-oriented, urban infill neighborhood in downtown Orlando. The initial phase of infrastructure development is complete, with \$447 million in vertical development. GAI provided civil engineering design, permitting, and construction phase services for a 15-story, 600-bed student housing high-rise; a 400-unit multifamily high-rise; a 222-unit multifamily high-rise; two-180,000-sf office buildings; and infrastructure guiding documents for future development. GAI prepared the design for streetscape and infrastructure improvements, including new public roadways with 700-If sanitary sewer. GAI is also currently designing a 1-acre park space adjacent to the former site of the Bob Carr Theater.
- Packing District Complete Streets, Dr. Phillips Foundation, Orlando, Florida. Project Engineer. Orlando's new Packing District is a \$480 million, planned, 200-acre, mixed-used development that will include townhouses, apartments, a grocery store, shops, and a multiuse park. GAI is providing master planning, design, permitting, and construction phase services for a new regional park and master stormwater system, trails, utility infrastructure improvements, and new and improved roadways—including the design of a roundabout to improve traffic movements and serve as a gateway to the Packing District. The project included design and permitting of 2,000 lf of new roadway with trail, and streetscape improvements to 4,500 lf of existing roadway in FDOT right-of-way. Low Impact Design (LID) techniques, including rain gardens/ stormwater planters, were employed to create stormwater management solutions. GAI's scope of services included design, permitting, and construction support for a 1.2-MGD master sanitary sewer lift station to serve the development. GAI prepared an Infrastructure Master Plan document to address the project's utility needs for both the short- and long-term.
- Enterprise Community Development District (ECDD), District Engineer Services Celebration, Florida. Project Manager. Responsibilities include oversight of District water, wastewater, and reclaimed water projects, support of the Utilities' contracted O&M) services, updates to the Board of Supervisors, as well as utility management duties including various engineering analysis and reports, MUP updates and implementation, and CIP planning activities. GAI provides additional services relating to District construction projects including; construction inspection, processing of contractor pay applications, preparation of work authorizations, requisitions, change orders, final inspection and clearances/ certifications, as well as consultation and advisement as the owners representative to resolve construction issues.



W. Scott Land, PE, Engineering Manager

PROJECT ROLE: Civil Engineering Technical Resource

OFFICE: 618 E. South Street, Orlando FL 32801 PHONE NUMBER: 321.319.3056

EMAIL: S.Land@gaiconsultants.com

TOTAL YEARS OF EXPERIENCE: 35

YEARS WITH GAI: 6

YEARS WITH OTHER FIRMS: 29

EXPERTISE

Civil Site Development, Site Hydrology and Drainage, Underground Utilities, Roadway Systems Design, Grading, Erosion Control Management, Permitting

EDUCATION

BS, Civil Engineering, 1988, Clemson, South Carolina

LICENSES/REGISTRATIONS

Professional Engineer (PE): FL-1993, #47077

With more than 35 years of experience as a senior-level Professional Civil Engineer, Mr. Land specializes in project management and planning for residential, industrial, and commercial development. He is a versatile leader with diversified management expertise supervising personnel, conducting design reviews, establishing schedules, and maintaining budgets. Mr. Land's experience includes effective management of civil site development, site hydrology and drainage, underground utilities, roadway systems design, grading, erosion control management, and permitting. Results-driven, Mr. Land has served municipalities with the highest level of excellence, approachability, ethics, and project deadline timeliness. He is a proven construction management services leader with extensive experience in complex projects and environments requiring creativity, open mindedness, and detail orientation; as well as a team builder and professional mentor with communication expertise facilitating strong individual performance and top-caliber teams for overall company profitability.

- The Fountains at St. Johns Design, DAR Investments, LLC, St. Johns County, Jacksonville, Florida. As Project Manager, overseeing engineering for the design of a 24-acre commercial development on CR 210. The development includes 7 acres of pavement parking areas and driveways, 186,000 sf of commercial building space, a 2.1-acre stormwater pond, and associated improvements to CR 210. Utilities include a single duplex lift station, 4-inch PVC forcemain, and 10-inch water main.
- Highland Chase, Lennar Homes, Jacksonville, Florida. Senior Engineering Manager responsible for design and permitting (St. Johns Water Management District [SJWMD], City of Jacksonville, and JEA). This project includes 458 single-family lots, including 12-inch water main (approx. half-mile), 8- and 10-inch PVC gravity sewer line, and JEA duplex lift station connected to JEA forcemain. This project involved WaterCAD and SewerCAD modeling, and forcemain connection further downstream to reduce pressure in the forcemain (involved horizontal directional drilling [HDD]).
- City of Ocoee Master Plan Downtown Stormwater, Ocoee, Florida. Project Engineer for designing the City's downtown master stormwater system. Ocoee's downtown area has been undergoing significant revitalization; therefore, the City needed a multifunctioning stormwater management system that would accommodate existing drainage while allowing for future development. The GAI team is leveraging our previous experience working in downtown Ocoee to design a stormwater system that will best meet the City's needs.
- Cloud Branch Drainage Improvement Project, Phase III, Sanford, Florida. Construction Administration for professional engineering services in connection with the Cloud Branch Drainage Improvement Project, Phase III. GAI performed drainage improvements to the Cloud Branch Basin and updated the city's storm drainage infrastructure.
- Residential and Commercial Developments, Jacksonville, Florida. Senior Project Manager responsible for multiple residential and commercial developments as well as the District Engineer for two Community Development Districts (CDD). Demonstrated expertise in management of numerous residential and commercial developments. Obtained permits, reviewed plans/specifications, and completed designs. Liaised with regulatory agencies. Analyzed departmental staffing and workflow; ensured compliance with challenging project schedules and quality standards. Master planned two communities with more than 1,400 lots each, including the master planning of the water, reclaimed water, sewer, and drainage system. Managed three residential developments with more than 700 total lots from conceptl to construction. Provided design, schedules, cost estimates, budget, and permitting. Designed and permitted a large retail development containing three big box stores, multiple smaller shops and several outparcels. Designed and permitted three amenity centers for each of the residential developments, which included extensive coordination between the owner, architect, and engineer. As the District Engineer for two CDDs, drafted reports, reviewed invoices, prepared requisitions, resolved development issues, and developed budgets and cost estimates.

PROFESSIONAL LICENSES AND CERTIFICATIONS

American Institute of Certified Planners (AICP)



This certificate hereby qualifies

Peter Sechler

as a member with all the benefits of a Certified Planner and a commitment to the AICP Code of Ethics and Professional Conduct. Certified Planner Number: 023221

Albizo, FASAR de Chief Executive Director

milil Mitchell J. Silver, FAICH President

American Institute of Certified Planners Linem & Good Certification (19-24) Walton https://www.credly.com/gorkifT6N9p Walton https://www.credly.com/gorkifT6N9p The American Institute OF CERTIFIED PLANNERS

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A. BLAKE DRURY

Hesquelified as a Member

with all benefits of a Certified Plannet and responsibility to the AICP Code of Jithits and Professional Conduct.

Membership Gemilicate Number 017026

July 1, 2001

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This certificate hereby quid fies	
Andrew David Mc	Cown, AICP
is a member with all the benefits of and a commitment to the ANCP Co	fa Cerubal Planner de of Ethies and Professional Conduct.
Certified Planner Number 624345	
Paul Fame.	Ana M. Sierick




State of Florida Department of Business and Professional Regulation, Division of Real Estate





U.S. Green Building Council & Green Business Certification, Inc. - LEED[®] AP



National Recreation and Park Association (CPRE)



Florida Crime Prevention Through Environmental Design (CPTED)



State of Florida Department of Business and Professional Regulation, Board of Landscape Architecture





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GAI/CSG's Blake Drury Leading a Walking Audit for the Denning Drive Complete Street Project in Winter Park

Project Approach

We recognize that for a long-term professional services relationship to be successful, we need to provide Nassau County a deep set of high-quality resources that can be available over multiple years. Your example services, including review and update of comprehensive plan policies, support of development project reviews, and other planning exercises, speaks to an integrated team that understands urban infrastructure, redevelopment economics, livable/ multi-modal transportation, and public participation coordinated by master planning urban design leadership with a strong track record of successful community transformations. Our team is built for this type of assignment with proven, positive outcomes.

PROJECT TEAM

The leaders of the GAI/CSG team have touched significant planning and development initiatives across Central and North Florida, including Nassau County, over the last 20 years. Our total team includes over 30 planning and design professionals—a deep bench of resources to serve the County in many potential capacities over the life of this contract.

We are also a team of national caliber. The people at CSG have worked successfully to plan communities across North America—including significant assignments in Charlotte NC, Pittsburgh PA, Greenville SC, Milwaukee WI, Chicago IL, Columbus OH, Kansas City KS, Chattanooga TN, Toronto ON and Surrey BC. We are aware of national trends and have many experiences to bring home to Florida.

Pete Sechler and Blake Drury will be responsible for coordinating all components of the Scope of Services and will serve as the key points of contact with Nassau County.



Pete Sechler, PLA, AICP directs the CSG Group at GAI, and specializes in developing and leading comprehensive programs for community driven master planning efforts across a wide variety of settings and project types. Pete is supported by our entire team,

each of whom is experienced in consensus based planning and detailed implementation. Pete will be the Project Executive for the County, providing high-level insights at key moments in a project's lifespan. He has a Bachelor's of Landscape Architecture from the Ohio State University and has been a practicing planner and landscape architect for 33 years, all in Orlando. He is a registered landscape architect, and a member of the American Institute of Certified Planners.



Blake Drury, AICP directs CSG's Planning and Urban Design Group. Blake is experienced with infill and redevelopment planning (as with the SR200/A1A Corridor in Nassau County and downtown plans for

Jacksonville, Maitland, Leesburg, and Ocoee), greenfield master planning (as with Lake Nona/Tavistock), large-scale urban planning (as with InVision Tampa), and with mobility and transit (as with Charlotte Light Rail and Sun Rail TOD Programs). Blake will be the Project Director and Primary Point of Contact for the County, providing leadership to each assignment. Blake has a Bachelor's degree from the University of Florida and a Master's of Science in Planning from the University of Tennessee, Knoxville and has been a practicing planner and urban designer for 25 years (23 of which have been in Orlando). He has been a member of the American Institute of Certified Planners since 2001.

We have summarized our capabilities into the three broad areas of expertise that will support Nassau County for the life of this contract:



COMPREHENSIVE PLANNING – Andrew McCown, AICP is experienced with

development plans review, development orders, regulatory constructs, and comprehensive plan modifications. Andrew was a key member of the SR200-A1A

Corridor Master Plan team and has worked with multiple municipalities throughout Florida as well as leading the entitlement strategies for numerous high-profile development projects including the Packing District, Orlando Health, and the RoseArts District in Orlando.



ECONOMICS, REAL ESTATE, AND DEVELOPMENT – Laura Smith, MPA, FR-RP leads our Economics and Urban Analytics

team. Laura advises public and private sector clients on issues related to market analytics,

economic development, and fiscal and economic analysis. Laura conducts and oversees the research and analysis of market, economic, and demographic data; commercial, industrial, and multi-family performance indicators; census data; and employment statistics for various products of the firm. Laura is supported by a diverse team with deep experience in public finance, private development metrics and market opportunities evaluation.



LAND USE AND URBAN DESIGN -

Claudia Ray brings a depth of knowledge in urban design and architecture to the team. She integrates the group's work between community engagement, land use policy,

and physical design outcomes. Claudia is a creative and forward-thinking urban designer and planner with more than 17 years of experience working with public, private and institutional clients on projects at all scales in planning, landscape design and architecture. Her award-winning work demonstrates Claudia's proven ability to envision, design and implement strategies while understanding the place, and listening to stakeholders and clients. In addition to this expertise, we have compiled a deep bench of engineering resources that are particularly attuned to sustainable solutions in complex urban and suburban environments and brownfields. This team will be supported (if necessary) by the existing civil engineering, structural, and environmental resources at GAI.

The County has asked for "On-Call Planning Services" for a variety of subject areas related to community planning and design. These agreements are successful when coupled with a commitment that requires more than just our technical expertise. Our successful experience with this type of continuing services contract is that we think of ourselves as an "extension of staff". We must be the resource that is available, aware, and up to speed, and ready to assist across a wide variety of topics. We bring a proven track record on all manner of planning and public realm projects, as evidenced by our portfolio as well as the project profiles included in this response to your RFP. We can dive into any of the listed assignments with effective, experienced people and "hit the ground running".

Our team is ideally suited to work in an ongoing capacity with Nassau County's team. Our Planning staff members are located in Central Florida. We managed our work on the SR200/A1A Corridor Master Plan from Orlando and through that work showed we are easily accessible and provide both in-person and virtual service. As we have in the past, we will serve the County on any assignments as a top priority. Our team ranges from 30%-70% available for immediate assignments. We commit to ensure that assignments from Nassau County will be given the necessary resources and priority appropriate to the objectives of the County. We will work with the County team to set appropriate budgets, schedules, and project benchmarks to ensure the County's success with any effort for which we are asked to assist. All the team members we have identified for this contract represent an incredibly talented pool of professionals, with extensive experience and specific skill sets that respond to all of your anticipated needs. We bring experienced hands, open minds, and fresh ideas.

As a dynamic, growing, high-caliber practice, our objective is to maintain and enhance our strong resource of talented professionals. We can then make that entire talent pool available whenever the County needs to access additional, high-quality skills and expanded capacity beyond the original cadre of in-house staff professionals. We are committed to maintaining this deep bench of high-caliber professionals for the duration of the contract and continue to tailor our team, approach, schedule, and fee to meet the demands of any assignment - large or small.

INTERNAL MANAGEMENT AND ORGANIZATION

Our team's current workload is significant but manageable. Our corporate Project Delivery System (PDS) assures that our project managers remain focused on both budget and schedule, meaning that projects are delivered when promised. The entire CSG staff meets every Monday morning for scheduling the week's priorities and we follow up on Friday mornings regarding the week's accomplishments and potential unforeseen project circumstances that may require a quick shift in staffing for the coming week to meet any impending deadlines.

Quality is a hallmark of CSG's services – something we believe is evidenced by our 90% repeat client rate. An effective Quality Control/Quality Assurance program must not only control the quality of documents, but control budgets, schedules, construction and more importantly communication. At each design team meeting, progress of the work completed to date is reviewed, and coupled with clearly defined milestones established early in the process, potential scheduling problems are addressed and corrected before they adversely impact the project. Once a schedule has been established, we consistently meet milestones and deadlines using this approach.

Management Responsibility – The Project Director is the designated authority and has responsibility for the overall control of the project and to assure that quality procedures are implemented and maintained.

Project Control – The Project Manager is responsible for the management of the team to assure that procedures are in place to maintain control of the project scope, staffing, budgets, and regulatory approvals. These individuals meet weekly to review the status of the project and make adjustments as required.

Document Control – We use an established and strict formatting procedure for all electronic document records that allows us to track and manage all documents, integrate the work of our sub-consultants and track modifications to documents to verify that changes are incorporated.

Project Peer Review – Peer review is performed by professionals with more than 20 years of experience. Projects are reviewed at key milestones for both technical accuracy and adherence to the scope and required aspects of work.

APPROACH TO INDIVIDUAL PROJECT ASSIGNMENTS

Recognizing that this is a continuing services contract, and not "project-specific", there is no single applicable approach to the various planning opportunities that might arise. Our approach to projects is to take the lessons afforded by our experiences, listen carefully to the needs of the County team, and together explore innovative solutions for meeting those needs. Our experience meeting the critical needs of municipalities across the state has given us a unique insight into the programming, planning, and design of projects that are functional, cost-effective, and meet the true needs of the County and its residents.

We understand that some of the projects under this agreement could include transportation analyses, development application review, comprehensive plan and land development code policy development, or broader planning studies – all topics where we have deep experience. We know there is a possibility that some projects may be quite large. At the same time, we know that you might seek our assistance with projects small in size but large in impact, and we are happy to assist with those as well. Whatever the role, we are quite adept at responding to your needs.

COMPREHENSIVE PLANNING APPROACH

Comprehensive Planning seeks to influence the amount, type, timing, character, and location of future development within a jurisdiction. This type of planning at all scales is in our roots. We are currently working with challenged communities, such as the Town of Eatonville, Orange Blossom Trail CRA, and LIFT Orlando. We are also working in high value areas with tremendous upward mobility, such as Winter Park, St. Petersburg and Jacksonville's South Bank. In all cases, our linkage of professions is what provides value because we view the community holistically and can integrate our services to provide actionable solutions to complex areas.

Due to the evolving nature of the comprehensive planning process in Florida, our approach will be consistent with State statutes and the Florida Administrative Code, as amended. However, a variety of tools and techniques are available to minimize the impact of new growth while encouraging sustainable development. We understand our role as planning staff to the County is to provide a menu of growth management recommendations for the County to consider in order to protect its interests and its future tax base.



LAND DEVELOPMENT CODES AND REVIEW APPROACH

A place like Nassau County is always changing. New development, demographic changes, economic climate, and population growth all affect how the place functions. The role of land use planning and zoning is sometimes to respond to those changes, and at other times anticipate those changes. We are advocates for proper planning that can help coordinate resources to more effectively manage the built environment and the resources required to run a city. Our land use planning experience, tied directly to development, economics, and urban design, can help the County achieve its goals and serve its residents more effectively.

Our team has written and administered a variety of land development regulations, codes, and guidelines. Many types of public and private redevelopment efforts often include some form of targeted development regulation instrument, of which our team has authored many. Regarding evaluation of private development proposals, we are successful because we understand the intent of the public documents and community goals as well as the usual needs of all types of private development models. As a result, we have been particularly effective in cities from Columbus, Ohio, to Orlando, Florida, at reconciling development plans with urban guidelines and vision. Our team can provide input on recommended changes to the land development code, based on our extensive public and private sector experience throughout Florida.

ECONOMIC DEVELOPMENT SERVICES APPROACH

We recognize that planning often intersects with economic development and have built our team to help the County take advantage of these opportunities. In our opinion, successful planning with an eye toward economic development can achieve three things:

- A focus of local government to improve community standards of living Creation of jobs, higher wealth, sense of community, and an overall better quality of life.
- The net gain of economic flow into the community Simply put, creating the business and industry activity in excess of local consumption needs.
- Measured progress in economic activity Adoption of new technologies, transition from agriculture to services and industry, and the improvement in individual standards of living.

We therefore cater our approach to providing our clients



with economic development services based on individual needs in relation to their existing success in economic development. For example, some communities may simply require a more focused, efficient economic development plan that crates a roadmap and identifies opportunities and constraints, specific tools, and funding (e.g., OBTNext). While all communities have a desire to improve standards of living, we can provide the support for the initial steps to bring that vision together in a form that creates the necessary focus for the community to be successful. On the other hand, some community needs are past the focus and vision stage and require support for executing and implementing the components that add to success in economic development. These components can include urban planning, land-use policies, zoning regulations, infrastructure design and construction, tax-increment projections and funding, marketing, and market analysis. Finally, in the most mature stages of economic development, some communities rely on our services to measure their successes to quantify the benefits created for the community or refine their focus where needed (e.g., Winter Park).

LARGER PLANNING PROJECT APPROACH

As an example of our process for a larger planning project, we provide the following basic sequence of activities from which we organize complex efforts with multiple disciplines, stakeholders, and implementation actions.

Our approach to planning assignments is based on a timetested, successful process that our team members have generally followed over the last 15 years. While we are very flexible about adjusting the specific activities to the needs of each project and client, this general sequence of steps has consistently ensured plans that are thorough, actionable, and enjoy community support.

The approach with which we have been successful in communities small and large has four distinct parts with two important benchmarks for products:

Issues and Opportunities:

- 1. **Understanding** the project and community through the eyes of many stakeholders as well as through our technical analysis before we begin to form opinions or "outside ideas". This means we will generally lean toward an inclusive process, with multiple ways for the key stakeholders to access the project and share ideas with our team and its leaders.
- 2. **Exploring** the topics and opportunities that we identify together. We do this in a way that includes high-level review and guidance from County leadership and, on larger projects, Steering Committees; however, this can also include "hands-on" development of ideas by incorporating multi-day, on-site design workshops to focus our efforts and allow the public to see and participate in what we are doing where that activity can advance the projects.

We typically conclude the initial portion of our work by clearly articulating what we have learned via a set of Guiding Principles and Strategic Direction in a written Issues and Opportunities Report. This report is an intentional, deliberate statement of the "game plan", so that everyone involved can validate the ideas and direction.

Design and Implementation:

- 3. **Deciding** is the phase during which we use our confirmed community- and context-based Guiding Principles and Strategic Direction to shift into an implementation mode of work. This frequently means detailed design and action planning to effectuate desired results. After appropriate review of the options for the "game plan", we will often conduct a second, significant multi-day public workshop to begin to describe specific opportunities, design concepts, planning and engineering parameters, funding and financing scenarios, timelines, and priorities.
- 4. **Documenting** occurs with the recording of the ideas in written form-including the process, Guiding Principles, framework diagrams, design illustrations, policy recommendations and guidelines, and a specific financial/ funding plan. These recommendations are prioritized according to a multi-year, actionable plan that prioritizes projects and budgeting over time. We are committed to developing "living" plans that are understandable and actionable, and that faithfully convey the community Vision and how to achieve the goals.

OUR APPROACH TO PUBLIC INVOLVEMENT AND **CONSENSUS BUILDING**

Our work is based upon understanding the place, its people, and the opportunities through a platform of public participation that is tailored to the project. For example, our recent public outreach program on the Orlando Parks System Master Plan implemented a creative and inclusive approach, structured specifically for gathering the necessary information while simultaneously providing the public with unique and enjoyable interactive tasks.

We know that different segments of the community feel most comfortable accessing the project in different ways; therefore, we employ multiple techniques. Those tools include traditional questionnaires, statistical surveys, stakeholder meetings, public workshops and charrettes; as well as more progressive methods such as interactive websites and social media. We also utilize highly interactive, place-based exercises, including weekend walking audits and on-site engagement at established community showcase events.

We have found success in creating public involvement processes that are relevant to all age groups and all demographics, "from grassroots to grasstops". We are confident that we can tailor interesting and successful community participation programs for any type of projectallowing us to access a diversity of people in ways that are accessible to the broadest constituency.



GIS Story Maps for Community Meeting



GAI/CSG-Led Walking Workshop



Virtual Reality Experience with Students



GAI/CSG-Led Interactive Session at Public Meeting





Proven Outcomes – Recent Success Stories

We take pride in our work and love to make our clients successful. Our master planning and urban design practice focuses on crafting plans that create livable places of lasting value for communities that require context-sensitive, sustainable solutions. We prioritize close collaboration with clients through an approach that emphasizes strong neighborhoods, livable transportation networks, interconnected park and open space systems, environmental sensitivity, and economic opportunities. Through work at the scale of city, neighborhood, and street, our plans create the framework for rich, interactive settings that bring people together in environments that facilitate meaningful experiences that enrich lives.

Our team draws upon expertise in multiple disciplines to balance physical, social, and economic needs and create urban places that enhance quality of life. We understand that each building, streetscape, transportation corridor, and park works toward creating an urban place that transcends the value of any individual element. Our planners and engineers work closely with clients to ensure that each piece of this urban fabric is deliberately designed with quality and respect for its role in the public realm. With an eye toward implementation, we also understand the complex regulatory processes that must be navigated in order to gain approval for these great community plans. We draft clear plans and regulations designed to support community goals, preserve lifestyle choices, and create economic development and redevelopment opportunities, and we forge partnerships between stakeholders and local governments to achieve these positive outcomes.

We have highlighted our similar on-going relationships with three local jurisdictions in the State of Florida to give a sense of the broad range of services we have been asked to provide:

City of Mount Dora | Professional Consulting Services Vince Sandersfeld, Planning Director 510 N Baker St, Mt Dora, FL 32757 352.735.7112 | sandersfeldv@ci.mount-dora.fl.us

Our work for the City of Mount Dora over the past five years has included work at all scales from a communitywide Vision and an Evaluation and Appraisal Report for their comprehensive plan update, to design guidelines embedded in their land development code for an innovation district in a high growth sector of the city, to multiple project development reviews. We have included a selection of these sample staff reports in the appendix.

City of Ocoee | Continuing Consulting Agreement for Planning and Landscape Architectural Services Virginia "Ginger" Corless, Deputy Director, Development Services & CRA Administrator 1 N Blueford Ave., Ocoee, FL 34761 407.554.7126 | vcorless@ocoee.org

Our work under a continuing services contract, has included the City's downtown plan, development review and standards for a significant industrial warehouse site proximate to downtown, 3D visualization and fly-through used by the city to communicate intended corridor character to surrounding neighbors, and multiple studies supporting the CRA.

Orange County | Professional Planning Services Olan D. Hill, AICP, Assistant Manager 201 S Rosalind Ave., Orlando, FL 32801 407.836.5373 | Olan.Hill@ocfl.net

We are on our second continuing services contract with Orange County. Acting as extension of staff, we have been called on to support the County's Regional Affordable Housing Initiative, developed designs for signature interchanges on I-4, outlined a master plan for 4,500 acres of preservation lands, developed an analysis of future parks needs, and produced a prospectus to market the County's Opportunity Zones.



MOUNT DORA VISION & EVALUATION AND APPRAISAL REPORT (EAR)

LAKE COUNTY | MOUNT DORA, FLORIDA

OWNER

City of Mount Dora, Florida

SERVICES

- Urban Design and Planning
 - Community Development
 - Community Development
 - Future Land Use + Regulatory Planning

COMPLETION DATE March 2020

GAI's Community Solutions Group led the Evaluation and Appraisal Report (EAR) and Vision Update for the City of Mount Dora, Florida. The statemandated EAR process was a deep dive into the City's adopted Comprehensive Plan, Envision Mount Dora (the 2011 citywide vision effort), and many other current City plans. CSG focused the evaluation on four measures of success: 1) overall effectiveness of the Comp Plan and its use of best practices, 2) its adaptiveness to changes in local context, 3) its responsiveness to changes in state statutes, and 4) its relevance to major and emerging local issues. The results of the evaluation would drive needed amendments to the City's Comp Plan (EAR-Based Amendments).

Over the course of a year CSG worked closely with City staff to prepare the evaluation, which included a citizen survey, new population projections, utility level of services assessments, detailed reviews of each Comp Plan element, a status update of Envision Mount Dora, drafts of the Maior Local Issues, and much more. The evaluation and Major Local Issues drafts were presented to the public at a workshop in October 2019. Proposed amendments to the Comprehensive Plan were submitted in December including text amendments to the goals, objectives, and policies; a completely updated map series; Future Land Use Map Amendments; and the Data and Analysis. The EAR-Based Amendments were adopted by the City in Spring 2020 following review and approval by the Florida Department of Economic Opportunity.

ON-CALL SERVICES FOR DEVELOPMENT REVIEW

LAKE COUNTY | MOUNT DORA, FLORIDA

OWNER

City of Mount Dora

SERVICES

- Urban Design + Planning
- Community Development
- Future Land Use + Regulatory Planning
- Landscape Architecture + Design

COMPLETION DATE Ongoing

- For the past five years, CSG has provided on-call services for the City of Mount Dora. These services have focused on review of specific development applications where our technical expertise can support the planning staff's analysis. Projects have been wide-ranging, including:
- . Support for the Downtown Building Heights Advisory Committee
- Developing a plan to preserve damaged trees on a development site on US 441
- Review of multiple projects to assess their consistency with the City's Land **Development Code**
- Minor site plan review including civil, landscape, and architectural requirements



Major Local Issue: Wolf Branch Innovation District **Potential Tools/Amendments**





- Proposed Future Land Use Element Amendments Section B (12): Update the Employment Center Future density and intensity standards:
- Section C. DATA EXISTING CONDITIONS 2. Land Use annexation within the WBID portion of the JPA; n C. DATA - EXISTING CONDITIONS - 2. Land Use Analysis - (b) Corridor the findings of the WBID Implementation Plan; Section C. D with the find
- Section D. ACTIVITY CENTERS 6. EMPLOYMENT CENTER: update with the findings of the WBID Implementation Plan; and Implementation Plan; and • Section E. FUTURE NEEDS: update with the findings of the WBID Imp

Proposed Transportation Element Amendments

The entire Transportation Element Map Series (Maps III-1, 1a, 2, and 3) will require updating, based on the findings of the WBID Implementation Plan and to reflect the Round Lake Road project and comoletion of FI_453

Proposed Infrastructure and Capital Improvement Element Amendments

The findings of the WBID Implementation Plan will require an update of the demand for for the Potable Water, Sanitary Sewer, and Reclaimed Water.

The Capital Improvement Schedule in the WBID Implement IX-I – PROJECTED CAPITAL IMPROVEMENTS for the new

Background



Significant Topics

Current Activities

WBID Implementation Plan

unt Dora and Lake County have engaged in a study (WBID Imple aunderss_ and incorporate conter (EC) Fu with the EC FLU category.

WBID Design Standards

The City and County will jointly produce ninimum, the architectural design, building treatroome and streat design, buffare lander undings, open spa the Land Dave-1-

Regional Trail Connectivity Study

PD&E to study alternative alignments for regional trail connections through the WBID study area and Mou including the Lake Wekiva Trail. The Study is being conducted by the Lake-Sumter MPO.

CITY OF NEW SMYRNA BEACH COASTAL COMMUNITY RESILIENCY PROGRAM

VOLUSIA COUNTY | NEW SMYRNA BEACH, FLORIDA

OWNER

City of New Smyrna Beach

SERVICES:

- Community Planning
- Program Development
- Public Participation + Facilitation

COMPLETION DATE 2018



GAI's Community Solutions Group is assisting the City of New Smyrna Beach in defining and delivering a year-long (onceper-month) program of evening "community conversations" organized around key topics critical to ensuring a Resilient, Sustainable future for this Coastal Community. Topics include Environmental Sustainability, Social Equity, Public Safety, Transportation, Growth, Recreation, Tourism, and Economic Development. The mission is to set a community platform for shared information, knowledge development, and expanded perspective between City Leaders and the Community—leading to recommendations for future initiatives and a more informed, constructive platform for shared dialogue around complex issues.

Our team assisted Staff in defining the key issues, vetting and refining them with City Council, and then worked with Staff to develop potential speaker panels and program formats for many of the sessions. Staff then took the lead in marketing and "deploying" the program. Our team facilitated the opening kickoff and the "growth and development" focus session, including providing content, meeting facilitation, panel discussion, and group activities and public dialogue. Each session has drawn more than 200 attendees and has been highly successful.

We remain a resource for additional targeted programs as the City Staff guides the Community through this well-defined program. Staff will also use the input from this program to inform their upcoming Comprehensive Plan/Evaluation and Appraisal Report and other policies and programs for the future. The program remains underway for the balance of 2018.



CITY OF OCOEE DOWNTOWN MASTER PLAN ORANGE COUNTY | OCOEE, FLORIDA

OWNER

City of Ocoee

SERVICES

- Economics + Strategy
- Redevelopment + Special Area Strategic Planning
- Landscape Architecture + Design
- Urban Streets + Livable Corridors
- Green Infrastructure + Environmental Design
- Urban Design + Planning
- Community Development
- Redevelopment Planning + Urban Design
- Parks System Planning + Bike/Pedestrian Systems
- Land Development
- Civil/Site Engineering
- Water
 Stormwater Management/Flood Protection

COMPLETION DATE 2017

AWARDS:

2017 Outstanding Plan Award, Florida Planning & Zoning Association

In early 2016, the City of Ocoee engaged GAI's Community Solutions Group to lead an extensive, community-based, Downtown Master Planning effort.

The adopted master plan has resulted in unprecedented acceptance and enthusiasm by the Ocoee community. The City has immediately moved forward with implementation, including a major bond issue to fund top-priority projects.

The goal of the master plan was to create a strategic vision for the future of downtown as the center of community life, as well as an economic engine for the city. The work required substantial focus on public engagement through workshops, walking audits, design charrettes, public meetings, and a robust social media campaign. Input collected from these efforts allowed the project team to formulate a design vision for downtown that was translated into a comprehensive list of park, streetscape, connectivity, and enabling infrastructure projects.

The physical vision is also supported by regulatory and economic development tools. A new form-based code overlay replaces the antiquated mix of traditional zoning categories throughout the downtown. The City has also begun engaging key properties and businesses to facilitate new, local investment. Together, the actions resulting from the plan are positioning Ocoee for a transformation of the downtown and waterfront experience.



DOWNTOWN MASTER STORMWATER POND AND PARK - UNITY PARK ORANGE COUNTY | OCOEE, FLORIDA

OWNER

City of Ocoee

SERVICES:

- Construction Management
- Land Development
 - Civil/Site Engineering
- Landscape Architecture and Design
 - Parks, Trails + Public Realm
 - Urban Streets + Livable Corridor
 - Green Infrastructure + Environmental Design
- Mechanical / Electrical / Structural
- Urban Design and Planning
- Community Development
- Water
 - Groundwater Engineering
 - Stormwater Management / Flood Protection

COMPLETION DATE 2023

CONSTRUCTION COST \$7.5 M

Upon completion of the award-winning City of Ocoee Downtown Master Plan prepared by GAI's Community Solutions Group (CSG), the City of Ocoee, Florida, identified implementation of the master stormwater pond and environmental park, now known as Unity Park, as the first critical step to enable future redevelopment and economic growth downtown. The City engaged GAI/CSG as the prime consultant to provide professional technical services.

Unity Park serves two important functions: stormwater management for 40+ acres of redevelopment and public open space. After passing through a baffle box upstream, incoming stormwater enters the park's filter marsh and is cleaned through vegetative nutrient uptake and natural soil filtration. During intense rain events, water spills into the wet detention pond where traditional stormwater management is augmented with extensive littoral shelves, native aquatic plants, and cypress trees. A pre-existing swale and piped conveyance system through the site is realigned and naturalized as a gentle stream. The design incorporates check dams to slow the flow and encourage contaminant settling and vegetative nutrient uptake through additional native plantings.

These stormwater management functions are enveloped in a pedestrian-friendly and leisure-encouraging layout. The park features a quarter-mile walking loop, comprising a wide boardwalk with views of the filter marsh and naturalized stream, a pier and shade pavilion overlooking the wet pond, a Floridanative planting palette throughout, and new parking and streetscape along Franklin Street.

GAI and CSG's services included site civil engineering, landscape architecture, survey, electrical, structural, and geotechnical engineering, irrigation design, permitting through the City of Ocoee and SJRWMD, and construction phase management.



WOLF BRANCH INNOVATION DISTRICT MASTER PLAN

LAKE COUNTY | MOUNT DORA, FLORIDA

OWNER

City of Mount Dora, Florida Lake County, Florida

SERVICES

- Economics and Strategy
- Redevelopment + Special Area Strategic Planning
- Urban Design and Planning
- Community DevelopmentFuture Land Use and Regulatory
- Planning

COMPLETION DATE 2021

GAI's Community Solutions Group prepared a master plan and design guidelines for the Wolf Branch Innovation District (WBID) in Lake County. The WBID was borne from a collaboration between the City of Mount Dora and Lake County governments to establish a mixed-use employment center of regional importance in Central Florida. The Master Plan was developed as the Wekiva Parkway segment of the perimeter expressway system encircling metro Orlando, which includes the WBID, neared completion. In order to be prepared for the inevitable private investment response to these mobility improvements, the two governments

commissioned the Implementation Plan and Design Standards to ensure the necessary regulatory structure was in place to guide the creation of a high-quality physical, economic, and social place.

As part of the Design Standards, CSG developed a new zoning category with standards calibrated to the varied existing developments and desired characteristics for future properties within the WBID. The standards are the same throughout the WBID, whether the property is in the City of Mount Dora or in unincorporated Lake County. The City of Mount Dora adopted the standards in 2021.



REGIONAL AFFORDABLE HOUSING INITIATIVE ORANGE COUNTY | OSCEOLA COUNTY | SEMINOLE COUNTY | ORLANDO, FLORIDA

OWNER

Orange County Government, Florida

SERVICES

- Economics + Strategy
 - Development Positioning + Strategy
 - Fiscal + Economic Impact
 - Market + Financial Analysis
 - Valuation + Pro Forma Modeling
 - Funding, Revenue + Financial Modeling
 - Redevelopment + Special Area Strategic Planning
- Urban Design + Planning
 - Community Development

COMPLETION DATE

Summer 2018

PROJECT WEBSITE

www.ocfl.net/affordablehousing

AWARDS

Florida APA Award of Excellence, 2019

Working with a consortium of four local government partners—drawn from Orange, Seminole, and Osceola Counties, and the City of Orlando— CSG assisted with the completion of the first regional affordable housing initiative in Florida. These four local governmental authorities recognized shared strategies in order to provide a more powerful approach to mitigating this major regional barrier to sustained economic development.

For nearly 16 months, CSG advised these governments about various regulatory, financial, and programmatic tools that could be adapted and implemented in each partnering jurisdiction. The outcome of the continued interactions resulted in a document describing the scope of the problem, the identification of solutions specific to the problem, and commonly themed tools that could be embraced across jurisdictional lines. Effectively, this coordination seeks to ensure a stable platform, while challenging each participating government to enact changes and report their progress on a range of measures intended to advance housing at varied price points.

At least four measures have been given a very high level of consideration: cumbersome regulatory approvals, standards for accessory dwellings, inclusionary housing requirements, and linkage fees. Historically, the latter in particular have been resisted in Florida; however, the regionalization of this approach demonstrates the practical and political value of a joint approach across jurisdictional lines.

The effort and the supporting report are now being formally vetted by the partnering governments. Many of the recommendations have been implemented, even while the report awaits adoption in each jurisdiction.





ORANGE COUNTY PARKS GROWTH ANALYSIS ORANGE COUNTY, FLORIDA

OWNER

Orange County Parks and Recreation

SERVICES

Urban Design + Planning

COMPLETION DATE 2021

- Parks System Planning + Bike/ Pedestrian Systems
- Inventory + Park Evaluation

The first Orange County Park Impact Fee Ordinance was adopted in 2006 with an accompanying Parks Growth Analysis report intended to guide where and how the collected impact fee funds should be spent. Since 2006, the ordinance has been updated several times and impact fees continue to be collected. An update to the Park Growth Analysis is needed to ensure equitable service delivery to county residents, and to further inform decision making as it relates to expenditure of collected impact fee funds.



ORANGE COUNTY GREENPLACE MASTER PLAN ORANGE COUNTY, FLORIDA

OWNER

Orange County

SERVICES

- Urban Design + Planning
- Parks System Planning +
- Bike/Pedestrian Systems
- Inventory + Park Evaluation

COMPLETION DATE 2019

GAI's Community Solutions Group (CSG) developed a master plan for all Green PLACE properties. Green PLACE properties are comprised of approximately 4,500 acres of environmentally sensitive lands preserved for conservation and passive recreation. The Master Plan identified improvements to existing passive recreational uses and additional future passive recreation opportunities. The master plan also identified ways for Orange County and the Division to market Green PLACE properties to increase usage by citizens and visitors.



OWNER

Orange County

SERVICES

- Urban Design + Planning
- Economics + Strategy
 - Fiscal + Economic Impact
 - Market + Financial Analysis
- Public Outreach + Engagement

COMPLETION DATE Adopted 2021



I-DRIVE CRA PLAN ORANGE COUNTY | ORLANDO, FLORIDA

The I-DRIVE Community Redevelopment Area (CRA) is among the largest and most economically productive in the state of Florida, created under law to address needed transportation improvements along a major tourist corridor highly dependent upon mobility. GAI and its Community Solutions Group (CSG) were requested by Orange County and its staff to update the existing plan which identifies projects and their related budgets allowed to be funded under statute. Given the legal basis for the corridor's designation as a community development neighborhood, our mission was to broaden the nature of program or projects eligible for funding, notably to sharpen the emphasis on housing needs and varied transportation options available to residents as well as tourists.

Over a period of approximately eight months, GAI and CSG significantly revised the existing Community Redevelopment Plan for the area. and created a new list of capital priorities and operational initiatives that would guide staff's direction until the CRA sunsets in the next several years. As well as reshaping focus and priorities, the effort included extensive public participation and a large resident survey, neither which are required by statutes authorizing the creation or implementation of such redevelopment neighborhoods. The details of the work are such that they serve as a model for many of the other larger and well established community redevelopment programs reaching their statutory sunset dates.



Figure 4.8 H-M-L Inventory Projections through 2040 (Office, Retail, Industrial)

I-DRIVE DISTRICT SIGNAGE + WAYFINDING ORANGE COUNTY, FLORIDA

OWNER

Orange County

SERVICES

- Exterior Wayfinding
- Vehicular Wayfinding
- Pedestrian Wayfinding
- Mapping Design

COMPLETION DATE 2022 (Design)

GAI's Community Solutions Group (CSG) has been retained to help Orange County create a sense of place and establish a brand for the I-Drive District through its Wayfinding. Consistent with the efforts of the I-Drive 2040 Vision, the I-Drive Signage and Wayfinding Master Plan is intended to unify the various districts within the tourist corridor. The Plan's focus is to provide public signage and wayfinding and integrated Landscape Architectural treatments, these gateway areas will carry a consistent message and will establish a general image and design vocabulary once implemented.

Schematic level design has been enthusiastically received by Orange County and we are currently coordinating with the County and FDOT to have a design workshop and finalize the design selection.





WINTER HAVEN ONE WATER MASTER PLAN

POLK COUNTY | WINTER HAVEN, FLORIDA

OWNER

City of Winter Haven

SERVICES

- Urban Design + Planning
- Community Development
- Redevelopment Planning + Urban Design
- Future Land Use + Regulatory
 Planning

COMPLETION DATE Ongoing

AWARDS

Florida ASLA Award of Excellence 2022

GAI's Community Solutions Group is supporting a comprehensive team that is working to develop a landmark "One Water" plan for the City of Winter Haven.

The One Water Framework is an integrated approach to the entire life cycle of water to ensure long-term sustainable planning and investment. The mission is to create shared benefits between natural resources, community activity and economic value. The City's vision is to be a vibrant, innovative community that embraces a One Water culture to promote responsible stewardship of social, environmental, and economic resources. Because Winter Haven is positioned at the headwaters of the Peace Creek Watershed, the One Water solutions will provide "triple bottom-line" value to the City, County and watershed—all the way to the Charlotte Harbor outfall.

CSG's role on the One Water team is to provide the linkage between the One Water objectives and physical solutions to land development. CSG prepared the One Water Land Development Toolkit as an initial look at best practices available to Winter Haven. Strategies include Protecting and Restoring Natural Systems, Optimizing the Urban Footprint, Expanding Green Infrastructure, and Reclaiming/Reusing Water.

As the One Water plan advances, CSG is actively working with project stakeholders including the City and community—to develop a set of actionable strategies within the "Sapphire Necklace" geography that surrounds Winter Haven to provide regional benefits for generations to come.





ONE WATER Blueprint







One Water: The Sapphire Necklace

A Water Sensitive Trail & Regional Stormwater System



One Water Winter Haven Phases I & II

2018



ADVANCING A WATER-CENTRIC LIFESTYLE









OSCEOLA COUNTY | ST. CLOUD, FLORIDA

OWNER

City of St. Cloud

SERVICES

- Economics + Strategy
- Development Positioning + Strategy
- Fiscal + Economic Impact
- Market + Financial Analysis
- Redevelopment + Special Area Strategic Planning
- Landscape Architecture + Design
 - Parks, Trails + Public Realm
 - Urban Streets + Livable Corridors
- Urban Design + Planning
 - Community Development
 - Redevelopment Planning + Urban Design
 - Parks System Planning + Bike/ Pedestrian Systems
 - Future Land Use + Regulatory Planning

AWARDS

2019 Florida APA

COMPLETION DATE 2017



St. Cloud is a long-established town on the south shore of Lake Toho, anchoring the cattle and citrus industries of eastern Osceola County. As suburban growth has crept southward from Orlando and eastward from Kissimmee. the town has struggled with how to balance economically-beneficial new growth and redevelopment with the enhancement of the characterdefining qualities of the historic town. In advance of a regular update to its Comprehensive Plan, the City looked to us to lead a visioning process, called Envision St. Cloud, to develop a plan that includes the entire existing city plus surrounding unincorporated lands that may be included in the city limits in the future.

Through the Envision St. Cloud

effort, our team convened a series of community conversations to elicit thoughts about growth rooted in people's everyday experiences in St. Cloud. We walked, talked, photographed, mapped, and, most importantly, listened to the community to learn the nuances of their understanding of St. Cloud and their hopes and aspirations for the future city.

The plan, entitled Growing With Character in Mind, includes near- and

long-term visions for the organization of the city and provides a clear framework of understandable ideas to guide future decisions regarding growth and development in St. Cloud. It covers both implementation and economics, and identifies projects with actionable implementation and funding opportunities. In addition, the plan explores the implications of growth and annexation to help the city understand effects on service delivery, fiscal outlook, policy implications, and quality of life.

The plan describes the important shared community values and describes potential projects and actions going forward. This structure will allow the City to be agile enough to meet the changing development conditions while holding true to the important tenets of the plan.

Even prior to adoption of the plan, the City began moving down the road on several initiatives that were conceived and further refined through the planning process, such as advancing the New York Avenue streetscape project, designing Centennial Park, infrastructure planning for the Medical Arts Campus, and visioning for Chisholm Park.

HIGH SPRINGS CRA ALACHUA COUNTY, FLORIDA

OWNER

City of High Springs

SERVICES

- Economics + Strategy
- Market & Financial AnalysisData Analysis
- Landscape Architecture + Design
- **COMPLETION DATE** December 1, 2021

GAI's Community Solutions Group (CSG) was retained by the City of High Springs to assist in a Strategic Plan update to the existing High Springs Community Redevelopment (High Springs CRA) Plan, originally adopted in 1986 and updated in 2018. Subsequent discussions and agreements in 2020 with Alachua County regarding extension of the sunset provisions resulted in the initiation of this update.

CSG was responsible for a series of discrete efforts or tasks which resulted in the High Springs Community Redevelopment Agency Strategic Plan (2021 Strategic Plan). These efforts included: (1) Reviewing existing CRA Plans and workshopping with the City staff to establish an over-arching community vision; (2) Participating in community engagement programs such as public workshops and by creating a project website, High Springs Tomorrow, with interactive tools to better engage residents and businesses within High Springs; (3) Developing community-based themes and strategic frameworks for the High Springs CRA which comprised a high level "snapshot" socio-economic analysis and conceptual planning diagrams; and (4) Preparing an approach to implementation for the 2021 Strategic Plan which included the articulation of the Vision for High Springs and each Framework area, as well as "starter ideas" and prioritized action items for the CRA.

The result of the 2021 Strategic Plan included organizing a set of Strategic Plan Themes responding to the many pieces of community input, providing an organizational structure for the ideas, concerns, aspirations, and desired implementation actions. The 2021 Strategic Plan established a base for a "new beginning" as the High Springs CRA, and the High Springs community overall, enters an era of exciting potential, with opportunities for encouraging quality, growth, and economic prosperity for residents and visitors alike.



LAKELAND DOWNTOWN WEST STRATEGIC PLAN

LAKELAND, FLORIDA

OWNER

City of Lakeland

SERVICES

 Redevelopment Planning and Urban Design

COMPLETION DATE Summer 2023



GAI's Community Solutions Group (CSG) is working with the City of Lakeland CRA to develop a 5-year plan to improve housing, infrastructure, and economic development in Lakeland's Downtown West neighborhoods. The community process kicked off in Fall 2022 and will culminate in Summer 2023. The Action Plan's study area includes the neighborhoods of North Lake Wire, Crescent Heights, Lake Bonnet Shores, Westgate Central, and Downtown West.

Downtown West was at one point characterized by its bustling train yards and warehouses which served as a logistics hub for shipping citrus, phosphorus, and other industrial products. Over time, this area fell into decline as the region's economy shifted from production to service. A series of major public projects, including the widening and extension of Kathleen Road, the introduction of George Jenkins Blvd, and the RP Funding Center development changed the area's character. Although these transportation projects improved regional connectivity, it came at the cost of local access, furthering neighborhood divides originally imposed by the railway.

Now, investments in Bonnet Springs Park and emerging new development projects have the potential to again change the face of the district. The Strategic Plan recommends three "Major Moves" for the area:

- Improve connectivity for all starting with pedestrians and bikes
- Add to the residential base of downtown through increased density in Downtown West
- Nurture the neighborhoods with programs and public investments focused on improved livability



gaiconsultants.com/communitysolutions

RFP NO. NC23-048 • Professional On-Call Planning Services • Nassau County, Florida 69

City of Cocoa Waterfront Master Plan Update | Cocoa, FL


















Technology and Innovation

The changes in technology and working approach that have entered the world since 2020 have been something we have embraced to fine-tune and perfect our planning and design practice. These increasingly common, but still innovative strategies and creative processes can be used as a tool for successful service outcomes. Three broad categories of strategies come to mind:

The distributed, yet fully connected team. Technology such as Microsoft TEAMS allows clients to be engaged on the same platform as our internal team, throughout many offices in Florida and elsewhere. This allows for instant collaboration, file sharing and editing, and clear, consistent communication among the entire team. We use this platform extensively now with most clients.

The deployment of GIS data beyond the enterprise. GIS, while an amazing tool, is often limited by available data and difficulties of data management. Through our use of ESRI's platforms, we can manage databases to put a client's data to use with our own and tell stories through StoryMaps and other interactive websites. As a practical example, during our work for Nassau County on the SR200/A1A Corridor Master Plan, we mapped proposed transect designations for every parcel in the study area. We presented this information to County staff in an interactive web format, where staff could suggest changes and those changes could be compared to existing Future Land Use and zoning designations, tracked, and discussed offline.

More ways to engage the public. The past four years have been difficult for community engagement. One thing remains clear – different segments of the community feel most comfortable talking about planning in different ways; therefore, we employ multiple techniques. Those tools still include traditional questionnaires, statistical surveys, stakeholder meetings, public workshops and charrettes, but the realities of online engagement have led to more progressive methods such as interactive websites and social media. While these are important, we still believe in supplementing remote engagement with highly interactive, place-based exercises, including weekend walking audits and on-site engagement at established community showcase events.





OUTREACH AND ENGAGEMENT TOOLS

WEBSITES

A project website promotes transparency and information sharing, and online engagement tools can include idea walls, surveys, community mapping, and budgeting tools, among others. The website can also host general project information. We work with several online engagement platform providers, like Public Input, Granicus and Konveio. We can also utilize the ArcGIS Online StoryMaps and free website services provided by Google Site and Wix.



SOCIAL MEDIA

Social media channels can be utilized for outreach and engagement using "live" features for Q&A, run early "campaigns" with teaser graphics/videos to generate interest, post community surveys and events.



VIDEOS

Videos can be utilized for testimonials, and to record project meetings. They can be posted on the project website and social media.



WEBCAST/STREAMING

The key is to make it engaging, to the point, and brief. Live webcasts can be utilized for virtual site tours, meetings, and events. Webcasts can later become permanent videos and be posted on the project's website.



SURVEYS & MAPPING

Surveys and mapping tools can be used to gather online engagement. These tools can also be customized and are easy to use on a smartphone. Our teams works with the ArcGIS Suvey123, Survey Monkey, Microsoft Forms, Google Forms, and ArcGIS Hub.

POLLS

Existing polling apps and sites can be used to instantly gather input from a meeting or event. Below is an example of a poll question

> how can I get involved and make sure my voice is heard?

visit us @ <u>ClarkFultonTogether.com</u> to provide your input and find out how to stay engaged!

#clarkfultonQA

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PAPER OUTREACH AND NOTIFICATIONS

Ways to deliver information on paper include flyers, booklets, engaging and interactive mailed materials (i.e., coloring books, games, etc.), paper surveys with return postage, invitations to a virtual coffee talk or happy hour with free delivery coupon or a bag of coffee beans.



Project Branding and Outreach Graphics



EVENTS

POP-UP EVENTS

Fun events can be designed such as small picnic groups, coffee talks, happy hours, poetry, and creative sessions. Pop-up interactive outdoor installations with opportunities for feedback, information booths with paper surveys, and pamphlets with information as part of crisis response services (e.g. food distribution).



OPEN HOUSE

Half- or full-day events for the community to freely come and go as they please and provide input on elements of the plan. The plan can be presented on thematic stations, and the open house event can be combined with other activities like bike rides and demonstration projects, or with other events like a farmer's market.



TOURS

These are an enjoyable way to understand and learn about a place. Depending on the area, tours can be done by bicycle, bus and walking. During the tour, participants can assess the existing conditions of the place by filling out a virtual or paper survey.



WORKSHOPS

These are interactive sessions to gather feedback on vision, goals and design from a large or small group of people.



SPECIAL EVENTS

To reach the widest audience (including constituencies often overlooked), we have found that it is critical during the outreach and engagement process to meet people where they are by going to places and events that the community is already attending. For example: bingo nights and youth sports events, among others.



FOCUS GROUPS AND STAKEHOLDER MEETINGS

Smaller group or one-on-one meetings with stakeholders, residents, business owners, institutions, city staff, etc.



COMMUNITY MEETINGS

Large meetings with the entire community, to take place at the beginning or end of each phase of the project.

Neighborhood Tour



DocuSign Envelope ID: 5863CE91-DECE-4E10-89E9-0ED9BE3827AE VILL AL-HFRI à. 1.1 81 2. 1 Wauwatosa Village Streetscapes and Parks | Wauwatosa, WI

BOFFFRD

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EXHIBIT "A" PRICE SHEET

Firm shall provide On-call Planning Services in accordance with Exhibit B, Scope of Services at the hourly rate below. Hourly rate must be fully burdened to include all costs (overhead, profit, and non-labor expenses, such as travel, mileage, per diem for meals and incidentals, etc.).

Description	Total
Owner / CEO / President	\$325.00
Planning Director / Executive Director / Executive Planner / Director / Principal-in-Charge / Vice President	\$235.00
Principal Planner / Planning Manager / Planner IV/Certified Specialist, e.g., Environmental (CEP), Transportation (CTP), Urban Designer (CUD).	\$205.00
Planner III / Senior Planner / Certified Floodplain Manager (CFM) / Senior Project Manager	\$185.00
Planner II / Associate / Junior Planner / Project Manager	\$145.00
Planner I / Assistant Planner / Assistant Project Manager	\$115.00
Administrative or Clerical Support	\$75.00

The undersigned declares that they have examined the Request for Proposal including documents attached, and the Scope of Services and is informed fully with regard to all terms and conditions pertaining thereto and agrees to provide services accordingly at the hourly rate set forth above.

Company:	GAI Consultants, Inc.						
Address:	618 E. South Street, Suite 700						
City, State,	Zip code: Orlando, Florida 32801						
Phone Num	ber: 407.423.8398	Email: P.Sechler@gaiconsultants.com					
Authorized	Signature: Plant	Printed Name: Peter C. Sechler					
Title:	Vice President	Date: NG, 18, 2023					





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Terra Insurance Company (A Risk Retention Group) Two Fifer Avenue, Suite 100 Corte Madera, CA 94925



DATE 01/01/23

CERTIFICATE OF INSURANCE

CERTIFICATE HOLDER

This is a specimen certificate of insurance. If you require a true certificate of insurance, please contact Terra Insurance Company.

This certifies that the "claims made" insurance policy (described below by policy number) written on forms in use by the Company has been issued. This certificate is not a policy or a binder of insurance and is issued as a matter of information only, and confers no rights upon the certificate holder. This certificate does not alter, amend or extend the coverage afforded by this policy.

The policy of insurance listed below has 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 policy described herein is subject to all the terms, exclusions and conditions of such policy. Aggregate limits shown may have been reduced by paid claims.

TYPE OF INSURANCE	Professional Liability	
POLICY NUMBER 223018	EFFECTIVE DATE 01/01/23	EXPIRATION DATE 12/31/23
LIMITS OF LIABILITY	\$1,000,000 EACH CLAIM \$1,000,000 ANNUAL AGGREGATE	

PROJECT DESCRIPTION

For Evidentiary Purposes Only.

CANCELLATION: If the described policy is cancelled by the Company before its expiration date, the Company will mail written notice to the certificate holder thirty (30) days in advance, or ten (10) days in advance for non-payment of premium. If the described policy is cancelled by the insured before its expiration date, the Company will mail written notice to the certificate holder within thirty (30) days of the notice to the Company from the insured.

NAME AND ADDRESS OF INSURED

GAI Consultants, Inc.(Pittsburgh)385 E. Waterfront DriveHomestead, PA 15120-5005

ISSUING COMPANY:

TERRA INSURANCE COMPANY

(A Risk Retention Group)

President

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ACORD 25 (2016/03)

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FORM A ADDENDA ACKNOWLEDGMENT

Acknowledgment is hereby	made of	receipt	of addenda	issued	during	the	solicitation
period.					1000		

Addendum # 1	through #2
Signature of Person Completing:	Date: AUG 18 2023
Printed Name:	Title:
Peter C. Sechler	Vice President

FORM B

SWORN STATEMENT UNDER FLORIDA STATUTE 287.133(3)(a) ON PUBLIC ENTITY CRIMES

TO BE RETURNED WITH BID

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

- 1. This sworn statement is submitted with Bid, Proposal or Contract for Nassau County, Florida
- 2. This sworn statement is submitted by <u>GAI Consultants, Inc.</u> (entity submitting sworn statement), whose business address is <u>618 E. South Street, Suite 700, Orlando, Florida 32801</u> and its Federal Employee Identification

Number (FEIN) is <u>No. 25-126099</u>. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: ______)

- 3. My name is <u>Peter C. Sechler</u> (please print name of individual signing), and my relationship to the entity named above is <u>Vice President</u>
- 4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
- 6. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not to fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
- 7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees,

members, and agents who are active in management of an entity. 8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (*Please indicate which statement applies.*)

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one of more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

Signature Date

State of: Floridg County of: Orange

Sworn to (or affirmed) and subscribed before me by means of _____ physical presence or _____ online notarization, this _____ day of August _____, 2023 by Peter Sechler

_____who is x personally known to me or ___ produced

as identification. Notary Public

My commission expires: Jun 8,7027

JESSICA MARIE ALICEA Notary Public - State of Florida Commission # HH 408357 My Comm. Expires Jun 8, 2027 Bonded through National Notary Assn.

FORM C RESPONDENT QUESTIONNAIRE

The following questionnaire shall be answered by the Respondent for use in the evaluation process.

1.	Company Name: GAI Co						
	Address: 618 E.	South Street, Suite 700					
	City/State/Zip: Orlando	<u>0, Florida 32801</u>					
	Phone: Email: 407.423 Website Address: www.ga						
	Website Addresswww.ga	alconsultants.com					
2.	COMPANY STRUCTURE:	1					
	□Sole Proprietor □Parti		her				
3.	Are you registered with the	FL Secretary of State to conduc	t business? ⊠Yes ⊡No				
4.	Are you properly licensed/certified by the Federal or State to perform the specified services? ⊠Yes □No						
5.	EXPERIENCE:						
	Years in business: <u>65</u> Years in business under th	is name: 65					
	Years performing this type						
			ity Solutions Group Planning Group)				
			ity Solutions Group Planning Group)				
	Percentage (%) of work us	ually self-performed: 90%					
	Name of sub-vendors you						
		to complete or defaulted on a co					
		cy or reorganization: □Yes	凶No				
	Pending judgment claims c	or suits against firm: □Yes	ΙŽίΝο				
~	DEDSONNEL						
6.	PERSONNEL						
	How many employees does your company employ:						
Positi	on/Category (List all)	Full-time	Part-time				
Mana	gement						
Vice P	President / PIC	Peter Sechler, PLA, AICP					
Directo	or, Planning & Urban Design	Blake Drury, AICP					
Senior	Planning Manager	Andrew McCown, AICP					
	Lishan Designer & Disperser						

ochor i lanning manager		
Senior Urban Designer & Planner	Claudia Ray	
Senior Director	Owen Beitsch, PHD, FAICP, CRE	
Senior Planning Manager	Andrew Sheppard, PLA, ASLA, LE	ED AP
Director of Park System Planning	Kristin Caborn, CPRE, FCP	
Planner	Jordan Kowalchik	
Project Planner	Hannah Hollinger, LEED AP O+M	
Senior Project Planner	John Jones, AICP, FRA-RP	
Urban Analytics Director	Laura Smith, MPA, FRA-RP	
Senior Engineering Manager	Aimee Shields, PE	
Engineering Manager	W. Scott Land, PE	

7. REFERENCES:

List at least three references for which you have provided these services (similar scope/size) in the past five years - preferably government agencies.

Reference #1:

Company/Agency Name:	City of Mount Dora, Florida
Address:	510 N. Baker St., Mount Dora, FL 32757
Contract Person:	Vince Sandersfeld, Planning Director
Phone: Email:	sandersfeldv@ci.mount-dora.fl.us
Project Description:	Professional Consulting Services
Contract \$ Amount:	Varies
Date Completed:	On-aoina

Reference #2:

Company/Agency Name:	Orange County, Florida
Address:	201 S. Rosalind Ave., Orlando, FL 32801
Contract Person:	Olan D. Hill, AICP, Assistant Manager
Phone: Email:	Olan Hill@ocfl.net
Project Description:	Professional Planning Services
Contract \$ Amount:	Varies
Date Completed:	On-going

Reference #3:

Company/Agency Name:	City of Ocoee, Florida
Address:	1 N. Blueford Ave., Ocoee, FL 34761
Contract Person:	Virginia "Ginger" Corless, Deputy Director, Development Services & CRA Administrator
Phone: Email:	vcorless@ocoee.org
Project Description:	Professional Planning & Landscape Architecture Services
Contract \$ Amount:	Varies
Date Completed:	On-going

8. NOTICE OF PARTIES AND BINDING AUTHORITY

The following information is required if Respondent is selected for award of a contract with the County.

Notice to Parties

All notices, demands, requests for approvals or other communications shall be in writing, and shall be sent by registered or certified mail, postage prepaid, return receipt requested, or overnight delivery service (such as federal express), or courier service or by hand delivery to:

Contractor Name:	GAI Consultants, Inc.
Attn:	Peter C. Sechler, Vice President
Mailing Address:	618 E. South Street, Suite 700, Orlando, FL 32801

Binding Authority

The person to execute the contract must be an officer of the company. If not an officer of the company, Respondent must provide proof of signing authority. Please provide the name, email address, and phone number of person who will execute the contract, if awarded.

Name of Person to exec	ute contract (if awarded): <u>Peter C. Sechler</u>
Title:	Vice President
Email Address:	P.Sechler@gaiconsultants.com
Phone Number:	321.319.3126

FORM D DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that GAI Consultants, Inc. (print or type name of firm):

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in the workplace named above and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- 4. Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893, or any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free workplace through the implementation of a drug free workplace program.

"As a person authorized to sign a statement, I certify that the above-named business, firm, or corporation complies fully with the requirements set forth herein."

Authorized Signature Date Signed

State of:	FI	lond	9	
County of:	0	ranc	ze	

Sworn to (or affirmed) and subscribed before me by means of ______ physical presence or _____ online notarization, this ______ day of ________, 20 _____ by _______ by ________ reter Sechler _________who is _______ personally known to me or _____ produced ________

Notary Public My commission expires:

JESSICA MARIE ALICEA Notary Public - State of Florida Commission # HH 408357 My Comm. Expires Jun 8, 2027 Bonded through National Notary Assn.

FORM E E-VERIFY AFFIDAVIT

NASSAU COUNTY E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

Project Name:	Professional On-Call Planning Services	
Bid No./Contract No.:_	NC23-048-RFP	

DEFINITIONS:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

"E-Verify System" means an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

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:

- All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- b. All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with Nassau County. The 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 contract is a condition of the contract with Nassau County; and
- c. Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the 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. The Contractor shall also execute the attached affidavit (Attachment "A") attesting that the Contractor does not employ, contract with, or such affidavit for the duration of the contract; and
- d. Contractor shall also require all subcontractors to execute the attached affidavit (Attachment "B") attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

CONTRACT TERMINATION:

- a. If Nassau County has a good faith belief that a Contractor has knowingly violated §448.09(1) or §448.095(2), Florida Statutes, the contract shall be terminated.
- b. If Nassau County has a good faith belief that a subcontractor has knowingly violated §448.09(1) or §448.095(2), Florida Statutes, but the Contractor otherwise complied with Chapter 448, Florida Statutes, Nassau County shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- c. A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
- d. 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.
- e. If the contract is terminated for a violation of the Statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

FORM E - 1 CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that <u>GAI consultants, Inc.</u> (Contractor Company Name) does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of <u>GAI Consultants, Inc.</u> (Contractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: Peter C. Sechler, Vice President Date: AUG 18/2023.

STATE OF FLORIDA COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ophysical presence or □online notarization, this <u>3</u> 18123 (Date) by <u>Peter Sechler</u> (Name of Officer or Agent, Title of Officer or Agent) of <u>GA1 Consultants Inc</u> (Name of Contractor Company Acknowledging), a <u>Pennsylvania</u> (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is ppersonally known to me or □has produced ______ as identification.

Notary Public

Jessica Marie Aticea Printed Name

My Commission Expires: Jun 8,2027



DocuSign Envelope ID: 5863CE91-DECE-4E10-89E9-0ED9BE3827AE

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BUILDING HEIGHT

[Date]





BUILDING HEIGHT

Background

Mount Dora Planning and Development Department



1. Introduction

1.1 Overview

The City of Mount Dora, as part of its ongoing planning efforts, is evaluating the maximum building heights with a focus on the downtown area. City Council passed Resolution No. 2021-115 on September 21, 2021, creating the Building Heights Advisory Committee ("Advisory Committee") to review and evaluate the existing City of Mount Dora building height codes, restrictions and to make recommendations. The recommendations may include revisions to the building heights regulations themselves and the ability to seek a deviation from those regulations through a variance, PUD zoning, or other process. This summary provides background information for understanding current codes and polices.

Figure 1 below is a zoning map of the downtown area, which includes Donnelly Street, 5th Avenue and Highland Avenue.



Figure 1: Mount Dora Zoning Map



2. Context

2.1 Overview

Mount Dora has a strong identity as a quaint lakeside destination. Art festivals, music events, and other recurring activities draw visitors to the city on a continuing basis. It has a unique sense of character and charm that is unrivaled in the region, and that character and charm are a critical component to the economic wellbeing and success of the city.

History Building height code changes: Ordinance No. 2014-18 adopted on February 3, 2015 changed the building height within the C-3 Zoning district from maximum 35 feet to 65 feet. The C-3 is predominately located along US Highway 441. In addition, this code amendment clarified the former "Employment Center" (EC) zoning (now listed as Wolf Branch Innovation Employment and Gateway - WBI-E and WBI-G) with no building height limitations. Recent Ordinance No. 2020-20 (adopted May 2020), set the building height for the WBI-E/G to 100 feet.

Other previous height changes were related to the "Mixed Use Traditional" and "Mixed Use Downtown" Zoning Districts (MU-1 and MU-2). Ordinance No, 2013-13 was enacted on October 1, 2013 and set the maximum height for MU-1 at 60 feet for two areas known as "Golden Triangle" and "Highland Street/Camp Avenue." The MU-2 is limited to 35 feet, which is the downtown mixed use zoning district. There is currently one (1) site that is zoned MU-2, which is the City's grass parking lot at 3rd Avenue and Baker Street. No lands are zoned MU-1 at this time.

For specific downtown building height regulation, there is a specific code as stated above Section 3.5.6 LDC that "no building, parking garage, or other structure shall exceed 25 feet if such building or structure is to be located within 100 feet of Lake Dora, or in any other location where surrounding scenic views of Lake Dora would be destroyed

Existing city policies that speak to building heights, either directly or indirectly, include the following:

2.2 Comprehensive Plan 2045

Comp. Plan City web page (documents) link: https://ci.mount-dora.fl.us/1169/Comprehensive-Plan-2045

Future Land Use Element

- Goal: To promote, protect and improve the public health, safety, general welfare and retain the quaint character of Mount Dora in a controlled growth environment while protecting the welfare and aesthetics of the community of the community through the provision of appropriate land uses.
- OBJ 12(a) Downtown: The character, scale, and historic value of the downtown should not only be
 preserved but enhanced where possible. As the core of the community, the downtown should be well
 connected, by multiple means of mobility, to all other parts of the city. The downtown has a unique
 relationship with the lakefront and the connection between the two should be strengthened, both visually
 and physically, wherever possible.
- OBJ 12(e) Highland Street: Although redevelopment has been actively pursued in this area, there are still vacant and underutilized sites along the street frontage.



2.3 Land Development Code (LDC)

LDC on-line document link: https://library.municode.com/fl/mount_dora/codes/land_development_code

General

• 2.1(4) Avoid undue concentration of population by regulating and limiting the density, intensity, height and bulk of buildings.

Zoning Regulations, C-2 (Downtown Commercial)

- 3.4.7(1) Description of district: This district is established to provide the primary commercial area to meet the retail and service needs of the city and to provide a unique and enjoyable shopping and activity center for the region.
- 3.4.7(5) Site development standards: Within the downtown area, development will generally be required to be compatible with the existing downtown character.
- 3.4.7(5)(b) Maximum building heights: 35 feet; within 100 feet of Lake Dora, 25 feet.
- 3.4.7(5)(i)(1) Architectural style is not restricted. Evaluation of the appearance of a project shall be based on the quality of its design and relationship to surroundings.
- 3.4.7(5)(i)(2) Buildings shall have good scale and be in harmonious conformance with permanent neighboring development.

Zoning Regulations, C-2A (Peripheral Commercial)

- 3.4.7-A(1) Description of district: This district is established to provide a commercial area for the retail and service needs of the overall community in addition to those uses permitted in the C-2 Downtown Commercial District.
- 3.4.7-A(5)(b) Maximum building heights: 35 feet; within 100 feet of Lake Dora, 25 feet.

Zoning Regulations, MU-2 (Downtown Mixed Use)

3.4.16(7)(c)(2) Building height is limited to 35 feet and cannot exceed 25 feet in height for buildings that are located within 100 feet of Lake Dora or in any other location in the MU-2 district where surrounding scenic views of Lake Dora cannot be maintained.

Zoning Regulations, Building Height Definitions

3.5.6 Height. Building heights may not exceed 35 feet for all zoning districts, except 60 feet within the MU-1 district, 65 feet within the C-3 district, 100 feet within the WBI-E and WBI-G districts; and maximum 55 height for parking garages within the C-2, C2A, PLI and MU-2 zoning districts. Chimneys, water, fire, telecommunication, radio and television towers, church spires, cooling towers, elevator bulkheads, smokestacks, and similar structures, and their necessary mechanical appurtenances may exceed 35 feet, subject to the restrictions herein, and any height limitations placed on such structures by the Federal Aviation Administration. No building, parking garage, or other structure shall exceed 25 feet if such building or structure is to be located within 100 feet of Lake Dora, or in any other location where surrounding scenic views of Lake Dora would be destroyed. Flagpoles may not exceed 45 feet in height in all zoning districts.



• Chapter VIII – Definitions. *Building, height of*: The vertical distance from the finished grade to the highest point of a flat roof or a mansard roof, or, for gable, hip and gambrel roofs or other pitched roofs, to the mean height level between the highest ridge and the highest eave connected to that ridge.

Design Standards, Commercial Architectural and Site Design Requirements

- 6.13.3(2)(a) Purpose and intent: Variations in roof lines shall be used to add interest to and reduce the massing of buildings. Roof features shall be in scale with the building's mass and complement the character of adjoining and/or adjacent buildings and neighborhoods.
- Below is a zoning district Table with current building heights (Maximums):

Zoning District/Area	<u>Current</u> <u>Height (Feet)</u>	<u>Notes</u>
Within 100 ft. of Lake Dora	25	All Zoning Districts
GB	35	
R-1, R-1AAA, R-1AA, R-1A, R-1AAAA, & R-1B	35	
R-2	35	
R-3	35	
MHP	35	
PUD	35	Applicants can make proposals for building heights depending upon the project design and at the sole discretions of the City Council
C-1	35	
C-2	35	
C-2A	35	Predominantly located along Highland Street
C-3	65	
RP	35	
OP	35	
WP-1	35	



WP-2	35	
WBI-E and WBI-G	100	Wolf Branch Innovation Districts
PLI	35	
MU-1 (Buildings)	60	Traditional Mixed Use Golden Triangle Highland/Camp
MU-1 (Parking Garages)	50	
MU-2 (Buildings))	35	Downtown Mixed Use South of 3 rd and West of Tremain
MU-2 (Parking Garages)	55	

Floor Area Ratio



F.A.R = <u>floor area</u> lot area

Floor Area Ratio (FAR) is the size of a building divided by the size of its parcel, expressed as a decimal number.

For example, a 5000 square foot building on a 5000 square foot lot has a floor area ratio of 1.00 or 100%. While the same building on a 10,000 square foot lot would have a floor area ratio of 0.50 or 50%. The FAR is used in calculating the building intensity of a development project.

Refer to each commercial zoning district for maximum FAR.



Development Application Types

- 5.1 A site plan review is required for projects involving new construction, the alteration or conversion of any existing structure into an office, commercial, industrial or multi-family; public buildings and facilities and private utility buildings. Site Plan application filed with City's Planning and Development Department. Complete site plans with review and approval time-frame is 45 days. Site plans are reviewed by the Development Review Committee (DRC) and Planning and Zoning Commission (PZC). Projects located within the Historic Preservation Review Board Area are required to obtain a Certificate of Appropriateness with review and approval by Historic Preservation Board.
- 2.5.1(6) Variance Applications: A variance (Definition Chapter VIII, LDC) allows property owners to
 request minor alterations to development standards in the zoning ordinance, which would include
 standards such as; height, area and size of structures or size of yards and open spaces. A variance will
 not allow for a use which is prohibited within a certain zoning district.
 - 1) Application submittals are reviewed by the Development Review Committee with recommendations forwarded to the Planning and Zoning Commission.
 - 2) The planning and zoning commission shall hear and decide requests for variances from the terms of the zoning regulations where, owing to special conditions, a literal enforcement of the provisions will result in unnecessary and undue hardship upon, and personal to, the applicant therefor, and not surrounding properties. In order to authorize a variance, the commission must find:
 - a. That special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures or buildings in the same zoning district; such on-site conditions may include, but are not limited to, topography, preservation of vegetation, access, vehicular and pedestrian safety and preservation of scenic views;
 - b. That the special conditions and circumstances do not result from the actions of the applicant;
 - c. That granting the variance requested will not confer on the applicant any special privilege that is denied by the chapter to other lands, buildings or structures in the same zoning district;
 - d. That literal interpretation of the provisions would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the chapter and would work [incur] unnecessary and undue hardship on the applicant;
 - e. That the variance granted is the minimum variance that will make possible the reasonable use of the land, building or structure;
 - f. That the grant of the variance will be in harmony with the general intent and purpose of this code and the comprehensive plan, will not be injurious to the neighborhood or otherwise detrimental to the public welfare; and
 - g. The granting of the variance will not be detrimental to the property or improvements in the area in which the property is located.

In granting any variance, the commission may prescribe appropriate conditions and safeguards, the violation of which shall be deemed a violation of this code. The commission may also



prescribe a reasonable time limit within which the action for which the variance was requested shall be begun, completed or both.

Under no circumstances shall the commission grant a variance which permits a use not generally, or by conditional use, permitted in the zoning district involved, or any use expressly or by implication prohibited, by the terms of this code in the zoning district involved. Nonconforming uses of neighboring lands, structures or buildings in the same zoning classifications or district, and permitted uses of lands, structures or buildings in other zoning classifications or districts shall not be considered grounds for the authorization of a variance.

3) Planning staff research zoning records indicates only one site was granted a building height variance:

Shadow Harbor - Variance Lake Dora Frontage 4th Avenue & McDonald From 25 feet to 35 feet PZC Approved on August 11, 1992

3.4.5 Planned Units Developments (PUD)

A Planned Unit Development (PUD) zoning district is established to provide for an innovative development often times including mixed zoning classifications, densities, and uses under a common classification. It is not subject to standard zoning requirements, however PUDs often use the Zoning Ordinance as a foundation and must not violate the general purposes, goals, and objectives of the Land Development Code and the City's Comprehensive Plan. Minimum PUD site area is five (5) acres, except for PUDs located in both CRA and NE-CRA the minimum site area is one (1) acre.

The following PUD projects have been approved with building heights greater than 35 feet:

PUD Name	Building Height (maximums)
Donnelly Woods Multi-	amily 45' (3-stories)
Waterman Village	60'
Eudora Reserve Apartme	nts 37'
?MDCA	All Buildings exceeding 35 feet as measured along the average grade adjacent
	o the building shall be allowed only on the interior of the property which is

defined as the areas more than 75 feet from all property boundary line.

CITY OF MOUNT D O R A

Building Height - Background

Historic Preservation Guidelines

 The City's Historic Preservation Board has regulations under Section 3.6 of the City's Land Development Code and reviews all building changes through the Certificate of Appropriateness application process; which apply to building size and appropriateness in relation to existing building height, building massing,

scale, and design. Commercial design standards are further required by Section 6.13. *Commercial architectural and site design requirements* of the City's Land Development Code. Below Figure 2 is a portion of the HPB Guidelines with illustration of appropriate building height. It should be noted, there are no dimensions within the historic guidelines, as the Historic Preservation Board focus is related to appropriate review design elements and features specific to new constructions and additions.



Commercial Building, Appropriate Height & Width



Commercial Building, Inappropriate Height & Width



Figure 2: Page 107 Historic Preservation Guidelines



3. Visual Reference

3.1 Building Height

A sampling of building heights has been provided below to give a general reference for this discussion. (Note: heights are approximate and taken from Google Earth 3-D views.)

3.2 Mount Dora Buildings



Figure 3: Block, from south to north (16, 40, 25, 12, 25, 40-ft.)



Figure 4: Regency Villas, 35-ft. ht. (1961)



Figure 5: Dora Villas, 70-ft. ht. (1973)



Figure 6: 301 Sunset Building, 45-ft. ht. (1997)







Figure 7: Southern Oaks Condos, 61 ft. (1972)



Figure 8: Renaissance Building, 42 ft. (1922)



Figure 9 City Hall, 28 ft.


Building Height - Background

3.3 Building Height Examples by Zoning District

25 Feet Building (Lake Dora Frontage)	35 feet Building (Residential Zoning, Downtown commercial zoning)

65 Feet Building (C-3 Zoning District – US 441)	100 feet Building (Wolf Branch Innovation District)

Building Height - Background



4. Map Series

Attached are various maps and district overlays:

- Zoning Map
- Mixed Use Land Use Area Map
- C-3 Zoning Districts Map
- Downtown (C-2 and C-2A) Zoning Map
- Wolf Branch Innovation Districts Map
- Historic Preservation Review Boundary Area Map
- CRA/NE-CRA Map
- Exempt Area Map



Memorandum

То	Vince Sandersfeld Pages 3	
СС		
Subject	17450 US Hwy 441 (Panda Express) Tree Preservation Review	
From	Kevin Aust, PLA	
Date	October 29, 2021	

Notes

Background:

CFT Developments, LLC (the 'Developer') is re-developing the northern portion of a Target shopping plaza along the south side of US Hwy 441 in Mount Dora, FL. The project includes parking lot site construction which has disrupted several existing trees between the redevelopment and US Hwy 441 that were intended to remain. The grading plan for the parking accounted for grade adjustments between the work and the roadway, but the design failed to adequately account for the existing trees in the horizontal layout of the parking lot curbs. The result is five (5) live oak and four (4) crape myrtle trees are severely impacted, with the curb lines both lower than the grad of the trees and within just a few feet of the trunks of each tree.

The developer has provided an arborist report from Central Florida Arbor Care which is recommending retaining walls to make up the grade to pre-existing from the curbs, high-quality soil backfill, root zone treatment, and ample irrigation to preserve the trees, while suggesting the trees have a good chance of recovery. The developer has also then submitted a proposal for segmental block retaining wall product to be used and a proposal from Enviro Tree Services LLC for root zone treatment. Their goal/intent is to preserve the trees in-place in lieu of razing them, lowering the grade in these areas, and planting new trees at the appropriate mitigation rate per Mount Dora code requirements.

GAI has been requested by the City of Mount Dora to evaluate the site conditions and the developer's proposal for appropriateness regarding the health, vitality and future impact of the trees in question on the redeveloped project site.

GAI Consultants, Inc. 618 E. South Street Suite 700 Orlando, Florida 32801

T 407.423.8398 F 407.843.1070

Evaluation:

GAI's began by reviewing the documents submitted by the developer and Google Street View image captures of the site to learn what we could of the pre-existing conditions. Google last drove the parking lot in January 2020, before construction, providing an understanding of the pre-existing berm and planted buffer. US Hwy 441 was last driven in April 2021, mid-construction, and shows the remaining trees inside the appropriate tree preservation barrier, as noted in the arborist report.

We then visited the site on 10/25/2021 to observe the conditions first-hand, resulting in confirmation of most of what the arborist report states. The tree roots are greatly impacted, though virtually no roots of significant size show at the edge of excavation, meaning they should stand a very good chance to recover, assuming no further damage is done. The grade change and horizontal relationship to the new curbs are a variable challenge from one tree to the next, meaning the solution will need to be different at each tree.

Recommendations:

Based on the documents submitted by the developer and our review of the conditions we have the following recommendations to offer. Refer to the attached grading plan sheet, marked up with our notes in relation to these recommendations.

<u>Crape Myrtle Trees</u> – We do NOT recommend preserving these trees in-place with the use of retaining wall as they are too close to the curb (1'-2') to be helped by a retaining wall. Construction of the wall would damage the root zone of these trees beyond their ability to recover. We recommend one of two options:

- 1. Transplant the trees to nearby locations along the north side of the parking, congruent with the approved landscape plan, ensuring the receiving grade is level to the curb
- 2. Remove and replace the trees with new crape myrtles of similar stature

<u>Oak Trees</u> – Each tree's condition is unique from the others. Note the numbers below correspond to the numbers on the attached plan. In all cases, provide clean cuts on the exposed roots, per the arborist report, before backfilling. We recommend the following solution at each tree:

- 1. Install retaining wall along the west and south sides at the back of curb to match grade of the tree root system.
- 2. No retaining wall. There's ample space to make up grade. Provide backfill as needed and groundcover planting or sod to maintain the slope to the curb.

- No retaining wall. The tree is too close to the curb and will be damaged by wall construction. Provide backfill and groundcover planting or sod to maintain the slop down to the curb.
- 4. No corrective measures are needed. The tree is far enough from the curbs to make up the grade. Provide backfill as needed and groundcover planting or sod to maintain the slope to the curb.
- 5. Transplant to the large empty tree island to the east of the crape myrtles. The existing grade is too high to simply utilize a retaining wall at the curb to hold the tree within, and that would create an extremely difficult condition for the tree to continue to thrive within. Move the tree to the other tree island where the grade is set and there's actually more room to grow than the island where it's currently located. Then, backfill this island with a new tree or coordinate with the approved planting plan for appropriate planting.
 - a. The alternative is to raze the tree and install multiple new trees here and elsewhere on site per mitigation requirements.

Additional general recommendations include:

- 1. Provide for an independent arborist's review of the preserved trees at 6 and 12 months after completion of the work.
- 2. Provide the City with a bond equivalent to the cost of tree mitigation for each tree attempting to be preserved.

– OR –

3. Provide a letter of assurance to the City that failure of the preserved trees to recover and thrive will result in full tree mitigation measures being carried out by the developer at the time the City's direction.

END NOTES



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PANDA EXPRESS NOTES

- CONTRACTOR SHALL COORDINATE FINAL LOCATION WITH SIGN COMPANY AND PANDA EXPRESS PM FOR FINAL LOCATION OF DRIVE THRU ELEMENTS (MENU BOARD, ORDER CANOPY, CLEARANCE BAR, AND DIRECTIONAL SIGNAGE) PRIOR TO INSTALLATION. CONTRACTOR SHALL ENSURE THAT PROPOSED UTILITIES, INCLUDING SITE LIGHTING CONDUIT ARE NOT INSTALLED SO THAT THEY WOULD CONFLICT WITH THE PLACEMENT OF THE DRIVE THRU
- ELEMENTS AND FOOTINGS. CONTRACTOR SHALL PROVIDE CONCRETE PAVING BETWEEN FACE OF BUILDING AND BACK OF CURB ALONG DRIVE-THRU LANE AND ENSURE POSITIVE DRAINAGE AWAY FROM BUILDING.
- CONTRACTOR SHALL COORDINATE AND VERIFY LOCATION OF ALL SIGNAGE WITH OWNER PRIOR TO CONSTRUCTION. CONTRACTOR SHALL COORDINATE AND ADJUST LOCATION OF LOOP
- DETECTORS TO AVOID UTILITY CONFLICTS PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL INSTALL GENERAL UTILITY CONDUITS TO PLANTERS AROUND BUILDING AND PATIO. SEE ARCHITECTURAL / MEP PLANS FOR CONTINUATION.
- CONTRACTOR SHALL PROTECT ALL ITEMS OUTSIDE LIMITS OF CONSTRUCTION UNLESS OTHERWISE NOTED IN THE CONSTRUCTION PLANS OR SPECIFICATIONS.
- CONTRACTOR SHALL FIELD VERIFY ALL EXISTING UTILITIES (LOCATIONS AND ELEVATIONS) PRIOR TO STARTING CONSTRUCTION AND ALERT ENGINEER TO ANY DISCREPANCIES IMMEDIATELY.

GRADING & DRAINAGE NOTES 1. SEE LANDSCAPE PLAN FOR REQUIRED TREES AND GROUND

- COVER SLOPE OF SURFACE GRADE SHALL BE A MINIMUM OF 1.00%
- MAXIMUM CUT OF FILL SLOPES IS 2H:1V. MAXIMUM COTOT FILE SECRED IS 211 TV.
 THE CONTRACTOR SHALL PROVIDE CLEAN, SUITABLE MATERIAL FOR REQUIRED FILL. SHOULD A SUFFICIENT QUANTITY OF SUITABLE MATERIAL NOT BE AVAILABLE FROM THE REQUIRED
- EXCAVATION ON THE SITE. 5. ALL FILL SHOULD BE PLACED IN THIN, HORIZONTAL LOOSE LIFTS (MAXIMUM 6-INCH) AND COMPACTED TO AT LEAST 98 PERCENT OF THE STANDARD PROCTOR MAXIMUM DRY DENSITY (ASTM D 698). THE UPPER 8 INCHES OF SOIL BENEATH PAVEMENTS AND SLAB-ON-GRADE SHOULD BE COMPACTED TO AT LEAST 100 PERCENT. COMPACTION MUST BE CERTIFIED BY A FLORIDA REGISTERED PROFESSIONAL SOILS ENGINEER PRIOR TO THE INSTALLATION OF PAVEMENTS, CURBS, SIDEWALKS OR FOOTINGS
- OF ANY TYPE. 6. DETENTION POND, DETENTION OUTLET STRUCTURES AND TEMPORARY SEDIMENT POND FEATURES ARE TO BE FULLY CONSTRUCTED AND OPERATIONAL PRIOR TO ANY OTHER CONSTRUCTION OR GRADING ON THE SITE AND MAINTAINED
- UNTIL PERMANENT GROUND COVER IS ESTABLISHED. 7. LENGTH OF RIP-RAP PADS AT PIPE OUTLET STRUCTURES TO BE A MINIMUM LENGTH OF (6) SIX TIMES THE DIAMETER OF THE PIPE. 8. JURISDICTIONAL LAND DISTURBANCE PERMIT MUST BE DISPLAYED
- ON SITE AT ALL TIMES DURING CONSTRUCTION AND IN PLAIN VIEW FROM A PUBLIC ROAD OR STREET. 9. SEE SHEET C01.1 FOR GENERAL NOTES.

HYDROLOGY STATEMENT

ONSITE STORMWATER RUN-OFF WILL BE COLLECTED VIA PROPOSED CURB INLETS AND DROP CURB INLET. A PROPOSED STORM PIPE SYSTEM WILL CONVEY STORMWATER TO AN EXISTING STORM PIPE LOCATED ALONG THE SOUTH OF THE SUBJECT SITE. THE EXISTING (INSERT DIAMETER OF PIPE) PIPE WILL CONVEY THE STORMWATER TO THE EXISTING MASTER DETENTION POND. BASED ON THE MASTER DETENTION POND SIZING AND OVERALL HYDROLOGY REPORT PERFORMED BY THE DEVELOPMENT'S ENGINEER, THE MASTER DETENTION POND IS SIZED TO ADEQUATELY DETAIN RUNOFF FROM THE SUBJECT SITE.

VERTICAL DATUM: NGVD 29

GRADING	& DRAINAGE LEG	END	
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RCP PIPE SHALL COMPLY ERCP PIPE SHALL COMPLY	Ý WITH ASTM C76		
HDPE PIPE SHALL COMPL			
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DEVELOPMENTS, LLC CHERNG FAMILY TRUST, INC.

1683 Walnut Grove Ave. Rosemead, California 91770 Telephone: 626.799.9898 Facsimile: 626.372.8288

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REVISIONS:
ISSUE DATE:
BID SET 04/13/2020
PERMIT SET 10/01/2020 CONSTRUCTION SET 01/28/2021
REVISED CONST. SET 02/18/2021
DRAWN BY: V. ZALESANSKI
CFT PROJECT #: CXXXX STORE XXXX CIVIL PROJECT #: C29801.2
CIVIL PROJECT #. C23001.2
5601 Mariner Street, Suite 105 Tampa, FL 33609 Ph: 813.288.0233 Plans Prepared By:
State of Florida Licenses:
www.cphcorp.com Engineer No. 3215 A Full Service Surveyor No. LB7143 A & E Firm Landscape No. LC000298
OLECENS R
DE CENO
≥ No. 62552 2
TRATE OF
NICOLE P. LEBRON, P.E. FL. P.E. No. 62552 01/29/2021
NICOLE P. LEBRON, P.E.
Nicole P. Lebron, State of Florida, Professional Engineer, License
No. 62552 This item has been digitally signed and sealed by Nicole P. Lebron on the date indicated here. Printed copies of thi document are not considered signed and sealed and the signature
must be verified on any electronic copies
TARGET CARVE OUT
MOUNT DORA, LAKE COUNTY, FLORIDA
GRADING AND
DRAINAGE PLAN

C05.0

cpl





DATE:	August 12, 2020
PROJECT NO.:	A180866.03 Task 003
TO:	Vince Sandersfeld, AICP City of Mount Dora Planning Director
FROM:	Scott Land, PE and Doug Kelly, AICP
SUBJECT:	Target Carve Out - Frontage Road Improvements - Chick-fil-A Access

GAI CONSULTANTS - PROJECT COMMENTS FOR CONCEPTUAL TURN LANE ALTERNATIVES

As requested GAI Consultants, Inc. has reviewed Conceptual Turn Lane Alternatives for frontage road improvements for the existing Chick-fil-A restaurant. Please see the following comments for your consideration:

- 1. Per Section 6.3.4 of the Mount Dora Land Development Code, the minimum pavement width is 12 ft. for a single travel lane in two-way traffic. Therefore, the 12 ft. travel lane alternative is preferred with additional signage to be provided. Please provide additional details on the termination of the sidewalks and replanting of trees along the frontage road.
- 2. Demonstrate that the middle lane for vehicles turning left into Chick-fil-A provides adequate storage during peak periods. If it is anticipated that the storage lane may reach capacity, demonstrate how vehicles in the straight westbound lane will not be blocked by waiting vehicles. Provide signage to prevent vehicles from stopping in the straight lane and blocking traffic). Confirm "Do Not Enter" signs are located between the two egress lanes from the Chick-fil-A.
- 3. Please explain how a vehicle turning right into the Chick-fil-A drive will not block traffic in the same travel lane.
- 4. Provide additional striping to separate the left turn lane out onto Spring Harbor Blvd. from the left turn lane into Chick-fil-A.

Please note our comments were restricted to the internal access drive only and did not include any elements with the site layout of Chick-fil-A.



Memorandum

Vince Sandersfeld Pages 4
Mount Dora Mixed-Use PUD rezoning (PUD 22-04) and Small Scale Future Land Use Element Amendment (FLUM 22-055M)
John Jones, AICP; Andrew McCown, AICP
December 19, 2022

Notes

Planning Development Comments

Please find the following comments for your consideration:

- 1. Clarification/Revision/Justification Required: Building Height(s) Drawing1: Master Site Plan for AMCO Development-Development Summary list ..."building heights of 100FT fronting SR 46, Interior buildings at 350 FT due to Site sloping to rear and that Building heights will not exceed 350 FT visibility from SR 46." Please include detail showing slope of site and interior building heights point-of-view visibility from SR 46 demonstrating that perceived height of interior buildings from SR 46 and other justifications for increased building height(s). The proposed 350FT building heights are not consistent with the Community Vision developed for the Wolf Branch Innovation District.
- 2. Residential Density Comment: Drawing1: Master Site Plan for AMCO Development-Total Land Area of Exterior Boundary states "37.39 ACRES, and 25.00 R/W Gainesville Avenue Strip 0.86 ACRES" sums to 38.25 Acres. Proposed residential units 1,100 MFR and 275 ALF/ILF yields residential density of ~35.94 DUA. If the ALF/ILF units are not included in the residential density calculation the proposed residential density would be ~28.75 DUA. Please note residential density on plan.
- 3. Comments/Revision Required: Uses: Drawing1: Master Site Plan for AMCO Development - PUD Permitted Uses Text Box states: "22. Mini-Warehouse Storage". Mini-Warehouse storage is not a permitted use under Mount Dora Land Development Code, Chapter III, 3.4.15 (7) (f) WBI-E Permitted Uses. The Mini-Storage use would have to be determined compatible by the Planning and Zoning Commission. The P&Z

Commission will need to include a formal determination of compatibility within the rezoning approval to accommodate this use. If the Planning and Zoning Commission determines that the Mini-Storage use is compatible with the proposed development and character of district, they may wish to clarify specific design standards that must be accommodated (indoor, climate control, prohibiting outdoor storage, screening, or architectural features such as facade fenestration, windows, roof lines, etc.) to ensure compatibility with the vision for the district.

Additionally, Drawing1: Master Site Plan for AMCO Development- PUD Permitted Uses Text Box Item number 3 (Commercial retail and services listed in the City's Land Development Code Section 3.4.15.8.d.10) and Item number 25 (Single-Use Highway Commercial) are not permitted in the WBI-E district and should be removed from the plan.

4. Clarification/Revision Required: Intensity (FAR): Drawing1: Master Site Plan for AMCO Development - development Summary Table, states, "4.1 NOTE: Floor Area Ratio will only be counted towards the portion of the project that is non-residential," and "5. Maximum Intensity 2.0 FAR". Please provide calculation of FAR based on proposed development program and non-residential component of the proposed buildings. Note that the Mount Dora Comprehensive Plan does not specify if residential square footage counts towards FAR calculations.

Please identify "Public Benefit Elements" (Mount Dora Land Development Code, Chapter III, 3.4.15 (7) (e) Intensity bonus) included in the proposed development program that justify utilization of FAR Intensity bonus, if FAR intensity bonus is sought. FAR Calculation needs to be demonstrated.

- 5. Clarification Required: Employment Floor Area (Min): Mount Dora -Mixed Use FAQs Project Narrative lists the proposed development program, including residential and non-residential components. Mount Dora Land Development Code, Chapter III, 3.4.15 (7) (c) lists 900 SF of employment floor area must be provided for each proposed dwelling unit. Please demonstrate from proposed development program uses accommodation of this requirement and provide note.
- 6. Clarification/Revision Required: Impervious Surface Ratio: Mount Dora Land Development Code, Chapter III, 3.4.15 (7) (c) lists the Impervious Surface Ratio (ISR) maximum of 0.75. Please provide calculation and note of ISR based on proposed development program and proposed site design of development.

- **7. Clarification: Open Space Ratio:** Mount Dora Land Development Code, Chapter III, 3.4.15 (7) (c) lists the Open Space minimum of 15%. Please provide calculation and note of required Open Space based on proposed development program and proposed site design of development.
- 8. Clarification: Commercial Uses Space Ratio: Mount Dora Land Development Code, Chapter III, 3.4.15 (7) (c) lists the Commercial Uses maximum of 20% of total floor area (excluding hotel uses). Please provide calculation and note of required Commercial Uses based on proposed development program and proposed site design of development.
- 9. Clarification/Revision: Parking Spaces: Applicant indicates that parking will be in underground garages but has provided no documentation or details to illustrate how the project can accommodate the parking for the proposed program. Mount Dora Land Development Code, Chapter VI, 6.5 lists the parking and loading area standards for development. Please provide the calculation and note of the required parking spaces (public spaces, reserved spaces, handicapped spaces, bicycle/motorcycle spaces) based on the proposed development program and Land Development Code requirements. Please provide additional details on parking garage design and layout to accommodate proposed program.
- 10. Availability of Utility Services Capacity: A preliminary evaluation of the proposed development program by the City's utility department (December 12, 2022-Memo) indicated insufficient capacity at Waste Water Treatment Facility #2 (east side) to accommodate the proposed development's demands at current permitted capacity. Additional capacity for WWTF#2 is schedule for planning and design in FT 2024-2025, however the amount of additional capacity to be developed at WWTF#2 has not yet been determined. Additionally, the Memo stated that an estimate of irrigation water demand from the developer is needed to adequately evaluate the capacity of the reclaimed water system to accommodate the proposed development demands. The Memo clarified that, "...as a whole the City has had reclaimed water shortages in the past and it shouldn't be considered a primary source of irrigation." The Memo further stated there are multiple developments (not yet built) that have outstanding flow commitments against water and sewer treatment facilities. These developments include: Timberwalk Phase 3; Mount Dora Self-Storage, and Bristol Lakes Phase II Apartments.

City Utility Staff recommend DEP capacity increase investigations, along with pretreatment programs and a citywide FOG (Fats, Oils and Grease)

program to be initiated to address the anticipated future demands for utility services. *Future site plan and permit approvals will be contingent on the availability of adequate public facilities including water and wastewater.*

END NOTES





	DRC Meeting: March 27, 2019				
Subject:	Timberwalk Preliminary Plat Application (PR19-01PREL)				
CC:	Shelby Etheridge				
From:	Doug Kelly				
To:	Vince Sandersfeld, City of Mount Dora Planning and Development Director				
Project No.	A180866.02 Task 002				
Date:	March 18, 2019				

The applicant to address and revise the above-referenced plan sets and/or provide the information, as follows:

PROJECT REVIEW COMMENTS (to be addressed):

PLANNING and ZONING

- 1. Most of the sheet names under the "Index of Sheets" do not correlate with the title blocks. Please check the sheet name and numbers and revise the index.
- 2. On Sheet 2 Master Site Plan, under Project Summary, the wetlands total 3.42 acres. The Approved Final PUD Master Plan identifies 3.69 acres of wetlands. Please explain the discrepancy. Under project summary identify the wetland acreage as "Existing." None of the wetlands are labeled on the plans. All wetlands should be clearly identified on the Master Site Plan consistent with the legend and on Sheet 3.
- 3. The legal description on Sheet 2 should include the project acreage.
- 4. On Sheet 2 Master Site Plan, "Open Space Provided" is listed as 60+/- acres (and 70 acres in the Approved Final PUD Master Plan). However, under the Land Use Summary table, open space is listed as 79.37 acres without recreation. Clarify the open space acreage and revise the Tract table on Sheet 7 if applicable.
- 5. On Sheet 2 Master Site Plan, the units per phase appear to be mislabeled. We counted 187 lots in Phase 1 and 189 lots in Phase 2. The traffic study indicates 188 lots in Phase 1. Please clarify.
- 6. The Legend on Sheet 2 identifies the symbol for both the proposed 6 ft. and the 8 ft. pedestrian trail shown on the plans. The location of the trails and the width of the trails are inconsistent with the Approved Final PUD Trail Plan (Exhibit B Sheet 7 of 8). The Trail Plan and the roadway cross sections identify 8 ft., 10 ft. and one 12 ft. wide (Limbali Street) trail segment within the subdivision with 5 ft. wide sidewalks on the opposite side of the street. Please revise the plans to be consistent with the approved PUD Master Trail Plan and ensure the cross sections on Sheet 15 are corrected for consistency. Trail design and trail width must meet LDC requirements.
- 7. Two dry retention areas are shown on Sheet 2 and Sheet 9, north of Lots 167 171. They should be labeled, and their size identified. Will they remain in Tract B?
- 8. Label Tract O as the "Pool/Cabana/Playground Area" on Sheet 2 and Sheet 8.



- 9. Label the distance between lots at the 40'x40' Lift Station in Phase 2 on Sheet 2.
- 10. On Sheet 5 and 6 Tree and Boring Locations, trees are shown on the plans, but no arbor information is provided (i.e., removed/protected, 6-inches or greater caliper, species etc.). Please revise and submit a tree removal/replacement plan.
- 11. On Sheet 8 Preliminary Plat 1, remove the 17.37' dimension on Lot 181.
- 12. On Sheet 11 Preliminary Plat 4, label Tract K and include the acreage. There is a typo in the street and ROW width between Lots 70 and 297. Please correct. Remove the gazebos from the plan.
- 13. On Sheet 12 Preliminary Plat 5, label Tract B and include the acreage.
- 14. On Sheet 15 Lot Dimensions & Road Sections, the Future Round Lake Road section label should be revised to indicate "(BY OTHERS)." Revise the other cross sections to identify the required trail width and sidewalk width consistent with the approved trail plan.
- 15. According to the Application Submittal Checklist, the preliminary plat shall be signed and sealed.
- 16. Provide a draft copy of the proposed protective covenants or deed restrictions with the revised plans.

Should you have any questions please feel free to contact Doug Kelly at (407) 286-8583 or at d.kelly@gaiconsultants.com

Residential Design Guidelines

- 1. Based on the Approved Timberwalk Final PUD Residential Design Guidelines Exhibit B, Page 8B of 8, the seven (7) model homes (including the Cali, Elle, Bellmore, Calder, Cresswell, Denton, and Portland) submitted with the application are generally consistent with the purpose and intent of the approved Timberwalk Final PUD Residential Design Guidelines.
- 2. The applicant is reminded that the "Cali" and "Denton" models must comply with Item 7a-d of the residential design guidelines (primarily 7b.) regarding garages being recessed/extended at least 2 ft. from the primary façade of the home. Those two model floor plans as submitted do not comply.
- As stated in the approved design guidelines (Item 2b.), flexibility in the building variation requirements may be considered at the discretion of the DRC provided the overall intent of the guidelines is maintained.

CIVIL ENGINEERING

- 1. Provide drainage calculations and supporting documents as required for the Preliminary Plat.
- 2. Pond design shall include recommendations from the Geotechnical report.
- 3. Cross section shows sidewalks on both sides and plans show on only one side, please resolve this discrepancy.
- 4. Show all easements where needed.
- 5. Show water main sizes, location and connection to the existing system.
- 6. Provide flow test results and water system pressure calculations.
- 7. Show the gravity system layout, manhole, and line location.
- 8. Show force main layout and connection to existing system. If connecting to an existing force main, provide connection pressure.
- 9. For Future Round Lake Road ROW Section, please show full right-of-way width.



10. Provide additional detail on the ponds, slope, elevations, berm. etc.

Should you have any questions please feel free to contact Scott Land, PE at (321) 319-3056 or at S.Land@gaiconsultants.com

TRAFFIC ENGINEERING

The proposed Timberwalk (fka American Mount Dora) residential development will consist of a total of 376 single family dwelling units on a ± 170.64 -acre's parcel. The Project is proposed to be developed in two phases; with Phase 1 completed by 2021 and Build-out is projected to occur by 2023. **Figure 1** is an aerial showing the project location in the southwest quadrant of Wolf Branch Road and Round Lake Road. The parcel is currently vacant.

The site plan will have, in Phase 1, two full access connections onto Round Lake Road. Two future stubouts, one to the west and one to the south are provided for future development of the properties adjacent to the west property boundary and southern property boundary. Both Phase 1 access connections will form three-leg intersections with Round Lake Road.

Existing Conditions

The list of roadway segments in Table 1 is correct and acceptable. The roadway capacities listed in Table 2 are correct. The Applicant has demonstrated in Table 3 that all, but one segment of SR 44 and one segment of US 441/SR 500 are operating at acceptable levels of service. The two adverse roadway segments are:

- SR 44 (Old CR 44B) between US 441 and Waycross Road
- US 441/SR 500 between Donnelly Street/SR 44 and Wolf Branch Road

The list of study intersections is correct and acceptable. Three of the existing study intersections currently operate at deficient levels of service or have deficient minor street operating conditions. The intersections are:

- US 441 and Donnelly Street/SR 44 (Signal)
- US 441 and Limit Avenue/Wolf Branch Road (Signal)
- Britt Road/Niles Road and Wolf Branch Road (Unsignalized)

Trip Generation and Distribution

The trip generation table is acceptable.

The use of the model derived project trip distribution is acceptable.

The list of programmed and planned transportation improvements (Table 6) is correct and acceptable.

Projected Conditions

The use of the 2016 annual growth rate for SR 46 instead of the current 2018 annual growth rate, because of diverted traffic due to construction is also acceptable (Table 7). The background traffic projection calculations, in Table 8, based on historic growth calculations are acceptable. Project trips and total traffic volumes are correct and acceptable.

The Applicant has demonstrated in Table 8 (Phase 1) that all, but one segment of SR 44 SR 46 and two segments of US 441/SR 500 are operating at acceptable levels of service. The three adverse roadway segments are:

SR 44 (Old CR 44B) between US 441 and Waycross Road



- US 441/SR 500 between Donnelly Street/SR 44 and Wolf Branch Road
- US 441/SR 500 between Wolf Branch Road and SR 46

The Applicant has demonstrated in Table 9 (Build-out) that all, but one segment of SR 44, one segment of SR 46, two segments of US 441/SR 500 and one segment of Wolf Branch Road are operating at acceptable levels of service. The five adverse roadway segments are:

- SR 44 (Old CR 44B) between US 441 and Waycross Road
- SR 46 between Round Lake Road and CR 437 South
- US 441/SR 500 between Donnelly Street/SR 44 and Wolf Branch Road
- US 441/SR 500 between Wolf Branch Road and SR 46
- Wolf Branch Road between US 441/SR 500 and Britt Road

The projected intersection background turning movement traffic volumes are correct and acceptable. It should be noted that the projected Synchro intersection operation calculation for the intersection of Wolf Branch Road and Round Lake Road/Scenic Hills Drive is incorrectly coded, it does not include the northbound right turn movement volumes. Please provide the corrected Synchro analysis. The study intersections that are projected to operate at deficient levels of service are as follows:

Phase 1

- + US 441 and Donnelly Street/SR 44 (Signal)
- + US 441 and Limit Avenue/Wolf Branch Road (Signal)
- + Britt Road/Niles Road and Wolf Branch Road (Unsignalized)

Build-out

- + US 441 and Donnelly Street/SR 44 (Signal)
- + US 441 and Limit Avenue/Wolf Branch Road (Signal)
- + Britt Road/Niles Road and Wolf Branch Road (Unsignalized)
- + Round Lake Road and Wolf Branch Road (Signal)

We noted two errors in Table 12. The existing capacity for SR 44 (Old CR 44B) is 880, not 710. This would change the Project percentage to 0.54% (Phase 1) and 0.98% (Build-out). The improved capacity for Wolf Branch Road would be 1,467, not 2,000. This would change the Project percentage to 9.97% (Build-out).

The Applicant has stated that the signalized intersections projected to operate deficiently would operate at better levels of service in the future due to capacity improvements and signal retiming efforts. To verify that this is the case, the Applicant should provide documentation of what the capacity improvements are and the estimated signal timing plan. The Applicant should also provide a proportionate fair share calculation for the study intersections that are projected to operate at deficient levels of service.

We agree that the proposed access connections will warrant auxiliary turn lanes. The queue storage length and deceleration lengths are correct and acceptable.

Projected Conditions

Transportation Summary:

+ The Applicant needs to revise Table 12 with the correct existing SR 44 capacity (880) and the correct improved Wolf Branch Road roadway capacity (1,467) and recalculate the roadway proportionate fair share calculation.



- The Applicant needs to revise the Synchro Wolf Branch Road and Round Lake Road/Scenic Hills Drive future (Phase 1 and Build-out) intersection analysis with the correct lane configuration (northbound right turn movement).
- + The Applicant needs to provide the analysis that demonstrates what capacity improvements and estimated timings would be needed to address the deficiencies for the following signalized intersections:
 - US 441 and Donnelly Street/SR 44 (Signal)
 - US 441 and Limit Avenue/Wolf Branch Road (Signal)
 - Round Lake Road and Wolf Branch Road (Signal)
- The Applicant should provide a proportionate fair share calculation for the study intersections that are projected to operate at deficient levels of service.
- Should you have any question please contact Joe Roviaro at (407) 423-8055 or at <u>itr@ltec-fl.com</u>.

ECOLOGICAL ASSESSMENT

- The proposed action will require a permit from the St. Johns River Water Management District (District). Please provide documentation and correspondence (including permits when received) from the District. [Section 5.3.4 - 1]
- 2. If wetland impacts are not proposed, please note that the City of Mount Dora requires an undisturbed upland buffer a minimum of 25 feet in width adjacent to wetlands within the project site. This differs from the District requirement of a 15-foot minimum, 25-foot average buffer. [Section 6.9]
- 3. The Ecological Assessment (EA) notes that a less than 100% survey for gopher tortoises was conducted as part of the preparation of the EA. A full quantitative survey in accordance with the guidelines provided within the FWC Non-game Wildlife Program Technical Report No. 4 and Appendix 4 of the FWC's Gopher Tortoise Permitting Guidelines (January 2017) is required. Please provide survey documentation, correspondence and permitting documents (as appropriate) from the Florida Fish and Wildlife Conservation Commission as the project progresses. [Section 4.3.3 2(c)]
- 4. The EA notes that the majority of the Timberlake PUD property meets the U.S. Fish and Wildlife Service's (Service) presumptive criteria for the presence of sand skink. It was also noted that portions of the property have been altered through material mining during a prior land use. Please provide copies of coordination and correspondence with the Service ("Technical Assistance" or Formal Consultation), and documentation relative to Section 7 or Section 10 consultation, if required by the Service. [Section 4.3.3 2(c)]
- If Formal Consultation with the Service is required for sand skinks, it may be possible to incorporate consultation for the Eastern indigo snake as well. City review staff concurs with Modica's recommendation for the implementation of the *Standard Protection Measures for the Eastern Indigo Snake* ("Standard Protection Measures"; USFWS, 2004c) during project construction. [Section 4.3.3 2(c)]

Should have any questions please contact DJ Silverberg at (321) 319-3077 or at D.Silverberg@gaiconsultants.com.

DocuSign Envelope ID: 5863CE91-DECE-4E10-89E9-0ED9BE3827AE



GAI Consultants, Inc.

618 East South Street Suite 700 Orlando, Florida 32801 407.423.8398

gaiconsultants.com

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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).								
PRODUCER	oertinout		CONTACT	()				
LOCKTON AFFINITY, LLC			PHONE	JCKTON	AFFINITY, LLC	FAX		
P.O. BOX 879610			(A/C, No, Ext): E-MAIL			(A/C, No)	913-652-75	599
KANSAS CITY, MO 64187-9610			ADDRESS:					
			INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : Arch Insurance Company 11150					NAIC # 11150
INSURED			INSURER A : AR	ninsur	ance Company			11130
GAI Consultants, Inc. 385 East Waterfront Drive			INSURER C :					
Homestead, PA 15120			INSURER D :					
			INSURER E :					
			INSURER F :					
COVERAGES CEI THIS IS TO CERTIFY THAT THE POLICIES		E NUMBER:						
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COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$	
CLAIMS- OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	
						MED EXP (Any one person)	\$	
	-					PERSONAL & ADV INJURY	\$	
GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO- LOC						GENERAL AGGREGATE	\$	
OTHER:						PRODUCTS - COMP/OP AGG \$		
A AUTOMOBILE LIABILITY	X X	LAAUT0045300	10/01/2	2023	10/01/2024	COMBINED SINGLE LIMIT (Ea accident)	•	
ANY AUTO						BODILY INJURY (Per person)	\$	
OWNED AUTOS ONLY X SCHEDULED						BODILY INJURY (Per acciden	t) \$	
X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			PROPERTY DAMAGE \$					
UMBRELLA LIAB							\$	
EXCESS LIAB CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$		
DED RETENTION \$						AGGREGATE	\$	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER OTH- STATUTE ER	Ţ	
ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A					E.L. EACH ACCIDENT	\$	
(Mandatory in NH)						E.L. DISEASE - EA EMPLOYE	E\$	
If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) GPBR: DOLICY PROVIDES PROTECTION FOR ANY AND ALL OPERATIONS/JOBS PERFORMED BY THE NAMED INSURED WHERE REQUIRED BY WRITTEN CONTRACT. CERTIFICATE HOLDER IS AN ADDITIONAL INSURED WHERE REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION INCLUDED BY WRITTEN CONTRACT. INSURANCE IS PRIMARY AND NON-CONTRIBUTORY. Project Number: R230770.00 - Nassau County Planning Support Client Contract Number: RFP NO. NC23-048 Nassau County Board of County Commissioners must be named as an Additional Insured. 30 Day Notice of Cancellation applies.								
			04110511	TIO::				
	CERTIFICATE HOLDER CANCELLATION							
Nassau County Board of County Commissioners 96161 Nassau Place 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.					
1			AUTHORIZED RE	ance	ł			
				© 1	988-2016 AC	ORD CORPORATION	All ria	hts reserved.

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LAAUT0045300

OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Schedule

Person(s) or Organization(s):

- Any person(s) or organization(s) as required by written contract or agreement.
- Nassau County Board of County Commissioners
- 1. SECTION II COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who is An Insured is amended to include the person(s) or organization(s) designated in the Schedule above but only for damages:
 - **a.** Which are covered by this insurance; and
 - **b.** Which you have agreed to provide in a written contract.
- **2.** The limits of insurance afforded to such person(s) or organization(s) will be:
 - **a.** The minimum limits of insurance which you agreed to provide, or
 - **b.** The limits of insurance of this policy

whichever is less.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

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 the endorsement.

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

Named Insured: GAI Consultants, Inc.

Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s): Nassau County Board of County Commissioners 96161 Nassau Place Yulee, FL 32097

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

The Transfer Of Rights Of Recovery Against Others

To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

LAAUT0045300

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

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 the endorsement.

A. The following is added to the Other Insurance Condition in the Business Auto Coverage Form and the Other Insurance – Primary And Excess Insurance Provisions in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

- 1. Such "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 such "insured".

B. The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

- 1. Such "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 such "insured".

LAAUT0045300

OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY - NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

Number of Days Notice of Cancellation: 30

Person or Organization: Nassau County Board of County Commissioners 96161 Nassau Place, Yulee, FL 32097

Provisions

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

CA 560 024 1213

CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
10/17/2023

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 provisio If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).					
PRODUCER CONTACT Willis Towers Watson Certificate Center NAME:	er				
): 1-888-467-2378				
c/o 26 Century Blvd (A/C, No. Ext): Control (A/C, No E-MAIL ADDRESS: certificates@willis.com					
	NAIC #				
INSURER(S) AFFORDING COVERAGE INSURER A: Continental Insurance Company	35289				
INSURED INSURE A: United and and a second an	20508				
GAI Consultants, Inc.					
385 East Waterfront Drive INSURER C: Insurance company of Default Homestead, PA 15120 INSURER D:					
INSURER E :					
COVERAGES CERTIFICATE NUMBER: W30643866 REVISION NUMBER:					
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESP CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.	ECT TO WHICH THIS				
INSR LTR TYPE OF INSURANCE ADDL SUBR INSD WVD POLICY NUMBER (MM/DD/YYYY) (MM/DD/YYYY) LIM	ITS				
X COMMERCIAL GENERAL LIABILITY	\$ 1,000,000				
CLAIMS-MADE X OCCUR DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000				
A MED EXP (Any one person)	\$ 15,000				
Y Y 7040398304 10/01/2023 10/01/2024 PERSONAL & ADV INJURY	\$ 1,000,000				
GENELAGGREGATE LIMIT APPLIES PER:	\$ 2,000,000				
POLICY PRO- JECT X LOC PRODUCTS - COMP/OP AGE	\$ 2,000,000				
OTHER:	\$ 1,000,000				
AUTOMOBILE LIABILITY COMBINED SINGLE LIMIT (Ea accident)	\$				
ANY AUTO BODILY INJURY (Per person)	\$				
OWNED AUTOS ONLY SCHEDULED AUTOS BODILY INJURY (Per acciden	t) \$				
AUTOS ONLY NON-OWNED AUTOS ONLY PROPERTY DAMAGE (Per accident)	\$				
	\$				
UMBRELLA LIAB OCCUR	\$				
EXCESS LIAB CLAIMS-MADE AGGREGATE	\$				
DED RETENTION \$	\$				
WORKERS COMPENSATION					
B ANYPROPRIETOR/PARTNER/EXECUTIVE	\$ 500,000				
OFFICER/MEMBER EXCLUDED? NO N/A Y 7040420480 10/01/2023 10/01/2024 E.L. EACH ACCIDENT	E00.000				
If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT					
C Cyber 720000971-0001 10/07/2023 10/07/2024 Policy Aggregate	\$1,000,000				
Retention	\$50,000				
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Project Number: R230770.00 -Nassau County Planning Support; Client Contract Number: RFP NO. NC23-048 Nassau County Board of County Commissioners is included as Additional Insured as respects to General I	iability.				
General Liability policy shall be Primary and Non-contributory with any other insurance in force for of purchased by Additional Insured.	or which may be				
CERTIFICATE HOLDER CANCELLATION					
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE THE EXPIRATION DATE THEREOF, NOTICE WILL ACCORDANCE WITH THE POLICY PROVISIONS.					
AUTHORIZED REPRESENTATIVE					
Nassau County Board of County Commissioners 96161 Nassau Place					
Yulee, FL 32097 MARCON © 1988-2016 ACORD CORPORATION.	All rights record				

AGENCY CUSTOMER ID:

LOC #:

2 **of** 2

CORD		
CORD	ADDITIONAL REMARKS SCHEDULE	Page _

AGENCY Willis Towers Watson Northeast, Inc.	NAMED INSURED GAI Consultants, Inc. 385 East Waterfront Drive	
POLICY NUMBER		Homestead, PA 15120
See Page 1		
CARRIER	NAIC CODE	
See Page 1	See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ______ FORM TITLE: Certificate of Liability Insurance

Waiver of Subrogation applies in favor of Additional Insured with respects to General Liability and Workers Compensation as permitted by law.

CNA PARAMOUNT

Blanket Additional Insured - Owners, Lessees or **Contractors - with Products-Completed Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by Ι. written contract to add as an additional insured on this coverage part, but only with respect to liability for bodily injury, property damage or personal and advertising injury caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
 - A. in the performance of your ongoing operations subject to such written contract; or
 - B. in the performance of your work subject to such written contract, but only with respect to bodily injury or property damage included in the products-completed operations hazard, and only if:
 - 1. the written contract requires you to provide the additional insured such coverage; and
 - 2. this coverage part provides such coverage.
- II. But if the written contract requires:
 - A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
 - B. additional insured coverage with "arising out of" language; or
 - **C.** additional insured coverage to the greatest extent permissible by law;

then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by written contract to add as an additional insured on this coverage part, but only with respect to liability for bodily injury, property damage or personal and advertising injury arising out of your work that is subject to such written contract.

- III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - A. coverage broader than required by the written contract; or
 - B. a higher limit of insurance than required by the written contract.
- IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury**, property damage, or personal and advertising injury arising out of:
 - A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - 2. supervisory, inspection, architectural or engineering activities; or
 - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this coverage part.
- V. Under COMMERCIAL GENERAL LIABILITY CONDITIONS, the Condition entitled Other Insurance is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this coverage part:

CNA	CNA PARAMOUNT
	Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a written contract requires the insurance provided by this policy to be:

- 1. primary and non-contributing with other insurance available to the additional insured; or
- 2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

The Condition entitled Duties In The Event of Occurrence, Offense, Claim or Suit is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

- give the Insurer written notice of any claim, or any occurrence or offense which may result in a claim; 1.
- send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the claim; and
- 3. make available any other insurance, and tender the defense and indemnity of any claim to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this coverage part. However, if the written contract requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled DEFINITIONS is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this coverage part, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 - 1. the **bodily injury** or **property damage**; or
 - 2. the offense that caused the personal and advertising injury;

for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



CNA PARAMOUNT

Policy Holder Notice - Countrywide

It is understood and agreed that:

If the Named Insured has agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if the Insurer cancels a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificate holders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificate holder on file with the Agent of Record will be sufficient to prove notice.

Any failure by the Insurer to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon the Insurer or the Agent of Record.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



CNA75014XX (1-15) Page 1 of 1 Endorsement No: The Continental Insurance Co. Insured Name: GAI CONSULTANTS, INC. Copyright CNA All Rights Reserved. Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Policy No: 7040398304 Effective Date: 10/1/2023



Policyholder Notice

NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificate Holders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificate Holder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Terra Insurance Company (A Risk Retention Group) Two Fifer Avenue, Suite 100 Corte Madera, CA 94925



DATE

10/16/23

CERTIFICATE OF INSURANCE

CERTIFICATE HOLDER

Nassau County Board of County Commissioners 96161 Nassau Place Yulee, FL 32097

This certifies that the "claims made" insurance policy (described below by policy number) written on forms in use by the Company has been issued. This certificate is not a policy or a binder of insurance and is issued as a matter of information only, and confers no rights upon the certificate holder. This certificate does not alter, amend or extend the coverage afforded by this policy.

The policy of insurance listed below has 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 policy described herein is subject to all the terms, exclusions and conditions of such policy. Aggregate limits shown may have been reduced by paid claims.

TYPE OF INSURANCE	Professional Liability	
POLICY NUMBER 223018	EFFECTIVE DATE 01/01/23	EXPIRATION DATE 12/31/23
LIMITS OF LIABILITY	\$1,000,000 EACH CLAIM \$1,000,000 ANNUAL AGGREGATE	

PROJECT DESCRIPTION

Project Number: R230770.00 - Nassau County Planning Support Client Contract Number: RFP NO. NC23-048

CANCELLATION: If the described policy is cancelled by the Company before its expiration date, the Company will mail written notice to the certificate holder thirty (30) days in advance, or ten (10) days in advance for non-payment of premium. If the described policy is cancelled by the insured before its expiration date, the Company will mail written notice to the certificate holder within thirty (30) days of the notice to the Company from the insured.

NAME AND ADDRESS OF INSURED

GAI Consultants, Inc. (Pittsburgh) 385 E. Waterfront Drive Homestead, PA 15120-5005 **ISSUING COMPANY:**

TERRA INSURANCE COMPANY

(A Risk Retention Group)

President



Requisition Form

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS 96135 Nassau Place Suite 1

Yulee, FL 32097

DEPARTMENT Planning

REQUESTED BY

GAI Consultants, Inc. 618 E. South Street, Suite 700 Orlando, FL 32801

VENDOR NAME/ADDRESS

		—				L. Goltry	
VENDOR NUMBER	PROJECT NAME	FUNDING SOURCE		AMOUNT AVAILABLE	E STANDARD F	O OR ENCUMBER ONLY	CONTRACT NO.
	RFP NC23-048	04247515 / 531025	5		Encumber	Contract	CM
ITEM NO.	DESCRIPTION	4	QUANTITY	UNIT PRICE	AMOUNT		
	RFP NC23-048 Professional C)n-Call Planning Servi	1.00	\$ 100,000.00	\$ 100,000.00	3 vendors have b	een chosen
					\$ 0.00	for this Planning o	on-call contract.
					\$ 0.00	This requisition is \$100,000 each ye period - totally \$3	for GAI, ear for a 3 year
					\$ 0.00	period - totally \$3	00,000.00
					\$ 0.00		
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					\$ 0.00		
ORIGINAL - FINA	ANCE				Shipping	\$ 0.	00
COPY - DEPART	MENT				Total	\$ 100,0	00.00

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 Palicy. Backe

12/12/2023

Office of Management and Budget (signature required if greater than \$1,000.00 for services or if greater than \$5,000 for goods) I allest that, to the best of my knowledge, funds are available for payment. I arrest that, to the best of my knowledge, funds are available for payment. UNS (MAM/VA 12/12 12/12/2023 12/12/2023

Procurement Director (signature required if greater than \$5,000.00)

I attract to the best of my knowledge, this requisition is accurate and necessary and is consistent with the Nassau County Purchasing Policy. 12/12/2023

County Manager (signature required if greater than \$100,000.00)

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. Popel AICP

Clerk:	
Date:	

REV. 10-17-2023 Previous Versions Obsolete