

**CONTRACT FOR PROFESSIONAL PLANNING AND DESIGN SERVICES
FOR NASSAU COUNTY, FLORIDA**

THIS AGREEMENT made and entered into this 20th day of October 2021, by and between the **Board of County Commissioners of Nassau County**, a political subdivision of the State of Florida, hereinafter referred to as "County", and **EDSA, Inc.**, located at 1512 E. Broward Blvd., Suite 110, Fort Lauderdale, Florida 33301, hereinafter referred to as "Consultant":

WHEREAS, County desires to obtain professional planning and design services to assist County with beach front branding harmonization and visitor experience enhancement initiative on Amelia Island. Said services are more fully described in the "Approach & Scope of Services" section of the *Proposal for Master Vision Planning Services*, attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, Consultant desires to render certain professional services as described in the "Approach & Scope of Services", "Workload Schedule and Timeline", "Schedule Timeline" and "Compensation" sections, hereinafter referred to as "Referenced Sections", of the *Proposal for Master Vision Planning Services*, and has the qualifications, experience, staff and resources to perform those services.

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

ARTICLE 1 - EMPLOYMENT OF CONSULTANT

County hereby agrees to engage Consultant, and Consultant hereby agrees to perform the services set forth in the Referenced Sections of the *Proposal for Master Vision Planning Services*.

ARTICLE 2 - SCOPE OF SERVICES

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2.1 Consultant shall provide professional services in accordance with the Referenced Sections of the *Proposal for Master Vision Planning Services*.

2.2 Services requested by County or County's representative that are in addition to the Referenced Sections of the *Proposal for Master Vision Planning Services* will be considered additional services and reviewed, at that time for additional fees. Additional services shall be provided if authorized by the County. These additional services may include, but are not limited to:

- a. Services related to revisions and/or additions to drawings or other documents outlined, when such revisions are inconsistent with instructions previously given or are a result of program modifications, change to previous direction, or governmental reviews;
- b. Scope of work changes in project size, scope, area, complexity, and budget;
- c. Documentation, assistance, and coordination of on-site visits or representation beyond what is outlined;
- d. Team changes in General Contractor, Client Representative, Consultants and/or Joint Venture;
- e. Schedule changes related to meetings, duration, and phasing;
- f. Time spent addressing program/design changes or field revisions by the County caused by planning issues of other disciplines;
- g. Cost estimating;
- h. Documentation specific to LEED certification.

ARTICLE 3 - COUNTY'S RESPONSIBILITY

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County shall provide Consultant with a development program and site information regarding the requirements and objectives for the services under this Agreement. Consultant shall rely upon the accuracy and completeness of any information, reports, and/or site surveys/base information supplied by County or others authorized by County.

County's responsibilities are to furnish required information, services, render approvals and decisions as necessary for the orderly progress of Consultant's services. County hereby designates the County Manager, or his designee, to act on County's behalf with respect to the *Proposal for Master Vision Planning Services*. The County Manager, or his designee, shall have complete authority to transmit instructions, receive information, interpret and define County's policies and decisions with respect to materials, elements and systems pertinent to Consultant's services.

ARTICLE 4 - TERM OF AGREEMENT

The term of this Agreement shall be from the date of execution and terminate eight (8) months thereafter. The term of this Agreement may be extended upon mutual written agreement between both parties. Any extension of the term under this Agreement shall be in one (1) year increments, unless otherwise agreed to by the parties, and shall be in County's best interest and sole discretion. Any agreement or amendment to the Agreement shall be subject to fund availability and mutual written agreement between County and Consultant.

ARTICLE 5 - COMPENSATION

5.1 Consultant shall be compensated a total sum not to exceed \$150,000.00, in accordance with the "Compensation" section of the *Proposal for Master Vision Planning Services*.

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5.2 Consultant shall prepare and submit to the County Manager, 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. 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. County reserves the right to withhold payment to Consultant for failure to perform the work in accordance with the provisions of this Agreement, and County shall promptly notify Consultant in writing if any invoice or report is found to be unacceptable and will specify the reasons therefor. Consultant will have thirty (30) days to cure any failure upon written notice.

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

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

ARTICLE 6 – EXPENSES

Consultant shall be responsible for all expenses incurred while performing the Services, except as outlined in Exhibit "A". This includes, without limitation, license fees, memberships and dues; automobile and other travel expenses; meals and

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entertainment; insurance premiums; and all salary, expenses and other compensation paid to Consultant's agents, if any, hired by Consultant to complete the work under this Agreement.

ARTICLE 7 - STANDARD OF CARE

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

ARTICLE 8 - DOCUMENTS

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

- 8.1 This Agreement; and
- 8.2 The Referenced Sections of the *Proposal for Master Vision Planning Services* attached hereto Exhibit "A"; and
- 8.3 *Certificate of Insurance* attached hereto as Exhibit "B"; and
- 8.4 Any work authorizations, written amendments, modifications or addenda to this Agreement.

ARTICLE 9 - EQUAL OPPORTUNITY EMPLOYMENT

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

ARTICLE 10 - INDEMNIFICATION

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

ARTICLE 11 - INDEPENDENT CONSULTANT

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

ARTICLE 12 – EXTENT OF AGREEMENT

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

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

ARTICLE 13 - COMPLIANCE WITH LAWS

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

ARTICLE 14 - INSURANCE

Consultant shall maintain such commercial (occurrence form) or comprehensive general liability, workers compensation, professional liability, and other insurance as is

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detailed in Exhibit "B" and as is appropriate for the services being performed hereunder by Consultant, its employees or agents.

ARTICLE 15 – ACCESS TO PREMISES

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

ARTICLE 16 - TERMINATION OF AGREEMENT

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

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

ARTICLE 17 - NONDISCLOSURE OF PROPRIETARY INFORMATION

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

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ARTICLE 18 – UNCONTROLLABLE FORCES

18.1 Neither County nor Consultant shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to uncontrollable forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "uncontrollable forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage and governmental actions.

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

ARTICLE 19 - GOVERNING LAW AND VENUE

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

ARTICLE 20 - MISCELLANEOUS

20.1 Non-waiver: A waiver by either County or Consultant of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights

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with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

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

20.3 Public Records: County is a public agency subject to Chapter 119, Florida Statutes. IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6010, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, YULEE, FLORIDA 32097. Under this Agreement, to the extent that Consultant is providing services to County, and pursuant to section 119.0701, Florida Statutes, Consultant shall:

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

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

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

e. A request to inspect or copy public records relating to a Nassau County contract for services must be made directly to the Nassau County Custodian of Public Records. If Nassau County does not possess the requested records due to Consultant maintaining the public records, then Nassau County shall immediately notify Consultant of the request for records. Consultant must provide the records to Nassau County or allow the records to be inspected or copied within a reasonable time. If Consultant does not comply with Nassau County's request for records, Nassau County shall be entitled to enforce the contract provisions herein for failure to comply with the terms of the contract. Any Consultant which fails to provide public records to Nassau County within

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a reasonable time may also be subject to penalties as provided under Section 119.10, Florida Statutes, including punishment by fine or may be guilty of committing a misdemeanor of the first degree for any willful and knowing violation.

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

ARTICLE 21 – EMPLOYMENT ELIGIBILITY

Consultant must comply with F.S. 448.095 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 Consultant during the term of this Agreement to work in Florida. Additionally, if Consultant uses subcontractors to perform any portion of the Work (under this Agreement), Consultant must 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. Consultant must 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.

ARTICLE 22 - SUCCESSORS AND ASSIGNS

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

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ARTICLE 23 - CONTINGENT FEES

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

ARTICLE 24 - OWNERSHIP OF DOCUMENTS

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

ARTICLE 25 - FUNDING

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

ARTICLE 26 - NOTICE

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

COUNTY

Taco E. Pope, AICP, County Manager
96135 Nassau Place, Suite 1

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Yulee, Florida 32097
904-530-6010
tpepe@nassaucountyfl.com

With a copy to the County Attorney at:

96135 Nassau Place, Suite 6
Yulee, Florida 32097
(904) 530-6100
contracts@nassaucountyfl.com

With a copy to the Procurement Manager at:

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

CONSULTANT:

Jeff Suiter, PLA, ASLA, Principal
EDSA, Inc.
1512 E. Broward Blvd., Suite 110
Fort Lauderdale, Florida 33301
(954) 524-3330
jsuiter@edsaplan.com

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

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

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ARTICLE 27 - DISPUTE RESOLUTION

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

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

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

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

THOMAS R. FORD
Its: Chairman

Attest as to authenticity of the
Chair's signature:

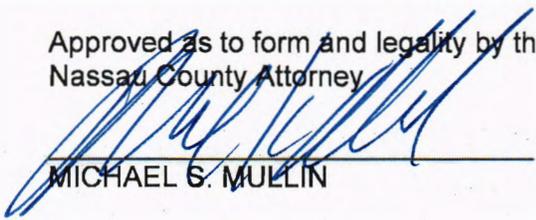
JOHN A. CRAWFORD
Its: Ex-Officio Clerk

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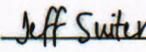
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Approved as to form and legality by the
Nassau County Attorney



MICHAEL S. MULLIN

EDSA, Inc.



By: Jeff Suiter

Its: Principal

Date: 10/20/2021

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BOCC CONTRACT APPROVAL FORM

(Contract Management Use only)

CONTRACT TRACKING NO.

CM3018

GENERAL INFORMATION

Requesting Department County Manager

Contact Person: Amy Bell

Telephone: (904) 530-6001 Fax: () Email: abell@nassaucountyfl.com

CONTRACTOR INFORMATION

Name: EDSA

Address: 1512 E Broward Blvd, Suite 110 Fort Lauderdale FL 33301
City State Zip

Contractor's Administrator Name: Jeff Suiter, PLA, ASLA Title: Principal

Telephone: (954) 524-3330 Fax: () Email: jsuiter@edsaplan.com

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

Authorized Signatory Name: Jeff Suiter

Authorized Signatory Email: jsuiter@edsaplan.com

CONTRACT INFORMATION

Contract Name: EDSA – Beach Harmonization

Description: Conceptual master planning services for beach harmonization on Amelia Island
GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.

Terms: Payment Period: _____ Amount per Period: _____

Total Amount of Contract: \$150,000.00
APPROXIMATE IF NECESSARY

Source of Funds: 37523552-531000 LCPRJ Termination/Cancellation: _____

Authorized Signatory: Taco Pope, County Manager

IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC

Contract Dates: From: _____ to: _____

Status: New _____ Renew _____ Amend# _____ WA/Task Order

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

If Processing an Amendment:

Contract #: _____ Increased Amount of Existing Contract: _____

New Contract Dates: _____ to _____ Total or Amendment Amount: _____

Continued on next page

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

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY

1. Taco E. Poppe AICP 10/8/2021
Department Head Signature Date Submitting Department
2. Marshall Eyerman 10/8/2021
Procurement Date Funding Source/Acct #
3. Megan Diehl 10/11/2021
Office of Management & Budget Date
4. Michael S. Mullin 10/8/2021
County Attorney/Contract Management Date

COUNTY MANAGER – FINAL SIGNATURE APPROVAL

5. Taco E. Poppe AICP 10/8/2021
County Manager Date

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

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

Exhibit "A"



The scope of this assignment is limited to conceptual master planning services and does not include the preparation of permitting or construction documents.

Our Team, which consists of EDSA Inc., Moffatt Nichol, Inc., and WCCI, understands that the anticipated work to be performed for the seven key beach front parks is to conduct a detailed analysis of the North Beach Park, Main Beach, Seaside Park, Peters Point Park, Burney Park, Scott Road Beach Access, and South Beach access. These efforts will be based on a 10-year horizon towards implementation and completion of BOCC initiatives and programs. EDSA will work with the County to gain community input towards capturing the essence of each area and finding consensus for the overall effort. The study will identify opportunities to maximize utilization of the parks and associated upland areas through a mixture of compatible uses that both activates and celebrates the community, waterfront, and county. The master planning process will involve stakeholder and public input throughout the development of the vision and the corresponding recommendations. In general, we understand the tasks to include the following services for each of the identified seven (7) beachfront parks:

- Public involvement, including public workshops, consensus-building, and staff meetings/hearings.
- Inventory and analysis of the market potential.
- Conceptual master plans for each of the parks
- Development of a ten (10) year enhancement plan, including recommendations and prioritization of agreed upon strategic initiatives and implementation projects.
- Identify a phased approach for the implementation of the improvements for each park.
- Provide high level order of magnitude costs for each parcel and amenity in menu format and estimated annual operation and maintenance costs at build-out for each park.

The document should include the following and where applicable, independently for each of the seven beach front parks:

- Public outreach
- Incorporating public beach parking and access assessment by Walker Consultants
- Potential park gateway(s)
- Conceptual site plans, amenity and activity areas
- Relationship and transition between the public and private realm
- Incorporation of work by Barth and Associates related to the American Beach Cultural Heritage Visitor Experience Enhancement Initiative
- Site furniture
- DEP friendly lighting
- Incorporation of wayfinding signage developed by Dawson and Associates
- The inventory and assessment of accessible public shorelines
- A review of coastal dunes, beaches, and marine habitat and incorporation of available data from the City of Fernandina Beach, South Amelia Island Sea Stabilization Association (SASSA), Olsen Associates Inc. Coastal Engineering, the US Army Corps of Engineers and others with related data recently obtained as part of beach renourishment efforts.

TOURIST DEVELOPMENT TAX (TDT) PROJECTS – AMELIA ISLAND, FLORIDA
Proposal for Master Vision Planning Services
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APPROACH & SCOPE OF SERVICES

Based on the scope of work, we have crafted a tailored approach and scope of services that will result in a comprehensive Master Plan that is inclusive of the seven (7) identified beach front parks, the public-private realm interface, and the incorporation of the work as referenced above. While we have outlined three (3) specific tasks in our approach, as described below. It is important to note that the first task: public involvement will span the life of the project. Through a multi-disciplinary approach, we recommend the following tasks as it relates comprehensively to Amelia Island and the seven (7) identified beach front parks.

EDSA understands that this assignment will be carried out in accordance with the BOCC Proposed Comprehensive Beach Program and any subsequent deliverables as requested. Our intent is to provide at a minimum the scope of work outlined. EDSA will also consider other elements that add value to the project. Below we have outlined our understanding of the deliverables requested. It is the intent of EDSA in the execution of the below tasks to view Amelia Island in a holistic and comprehensive manner while providing detailed analysis, conceptual site plans, amenity schedules, costing and implementation/sequencing for the seven(7) identified beach front parks.

TASK #1 – Public Involvement

Public Involvement (for all seven parks withing the study): EDSA will assist the County to engage the community stakeholders from the beginning and throughout the entire master planning process. We will begin with a kick-off meeting with the County and stakeholders, including representatives of the City of Fernandina Beach, followed by a subsequent meeting to discuss initial findings. This process is crucial to the master plan. We will listen very carefully and utilize our discovery to design the physical, environmental, and emotional aspects of the master plan. EDSA understands that the basic design philosophy of knowing the site, listening to the users, and implementing the ideas responsibly is essential to every effort. The plan must be visionary and realistic at the same time. As we see this effort is a community master plan, we look forward to gathering and synthesizing the ideas of the residents that live, work, and play on the beach of Amelia Island.

Scope of Services:

Building upon our partnership with the County, our Team will engage the community stakeholders, including the City of Fernandina Beach, through the use of public workshops and online surveys. We have found that an interactive environment helps galvanize public opinion and initiate or build upon grass roots support for a Master Plan. With this goal, the EDSA Team will prepare and facilitate the following:

1. Provide opportunities for informal discovery
2. Participate and present material in County in stakeholder workshops

1.1 - Project Kick-Off - Workshop #1

The purpose of this kick-off meeting / stakeholder workshop is to facilitate public input on the goals and objectives of the County to be replicated; what is missing; etc. Through this process, the EDSA Team will facilitate the input through a series of smaller groups that will be led by the County and EDSA team members. During this process, we will be able to gather input and feedback.

EDSA will work with the County and Stakeholders, including the City of Fernandina Beach, for the purpose of:

- a. Defining the existing characteristics of the Area.
- b. Discussing key elements and recommendations noted in current plans and policies affecting this area including, but not necessarily limited to, those cited in the Appendices.

TOURIST DEVELOPMENT TAX (TDT) PROJECTS – AMELIA ISLAND, FLORIDA

Proposal for Master Vision Planning Services

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- c. Identifying key issues, opportunities and constraints related to the Area planning and development (e.g. parks, environment, and market conditions).
- d. Identifying additional key stakeholders and partners.
- e. Clarifying the Plan review process for the public, policy makers and other key stakeholders.
- f. Deciding on the general style and content of the Plan, how it should be integrated into the County's policy framework and how it should be used by stakeholders.

1.2 - Review Meeting with County and Stakeholder(s) – Virtual Workshop #2

Once the inventory and analysis have been completed, the EDSA Team will prepare and facilitate another public workshop to present the preliminary findings for feedback from the County and Stakeholders. As part of this process, the EDSA Team will present the findings from the first public workshop, the results of our inventory and analysis, and develop a draft plan. Once presented, EDSA will facilitate, potentially through smaller breakout sessions, an opportunity for the public to provide comment and feedback. At the conclusion of the meeting, the EDSA Team will summarize and record the feedback garnered.

Deliverables:

1. Kick-off Meeting.
2. One Follow-up meeting with County and/or relevant Stakeholders.
3. Final Presentation to Community and master plan documents available via web as well as print format.

TASK #2 – Inventory and Analysis

Inventory and Analysis (for each of the seven parks) : After the kick-off meeting: We will gather pertinent information both comprehensively on Amelia Island and individually for each of the seven(7) identified beach front parks, then tour the study area by water and land. EDSA suggests a one-day site workshop to introduce the project to the stakeholders, including the City of Fernandina Beach, public, analyze the entire site, envision program opportunities, and develop preliminary ideas. This will be based on our initial inventory of the existing conditions. Prior to the visit, we will request accurate base data and information to prepare for the onsite effort. We will photo document existing conditions and develop an image diary of property improvements. This effort will lead to an overall analysis of the opportunities and constraints that will identify the land areas that are suitable for improvement. Finally, as part of the initial information forum, we will develop with you "on the spot" alternatives for review and discussion. We will also coordinate with local agencies and consider recommendations from existing local City, County and Regional Planning Initiatives. After our inventory of existing conditions, we will review and analyze the material and develop an initial concept for review of consideration. The outcome will establish economically viable solutions to be implemented as opportunities that will be enumerated as to how they contribute to the Amelia Island Beaches and adds benefits for the local population and expands the tourism market on Amelia Island by meeting and/or exceeding visitor expectations and encouraging return visits. This will be the basis for our master planning effort.

Scope of Services:

A comprehensive approach to address all aspects that will influence the development and implementation of the parks master plan is proposed. Beginning with a review of existing resources, the EDSA team will assess the conditions of the parks, existing structures, as well as the associated upland properties within the project's sphere of influence.

The EDSA Team will compile a series of base maps for use in our physical inventory and analysis. These base maps will be compiled through the use of readily available information, such as GIS information, aerial photography, and other relevant information, such as existing reports or plans the County may have in their possession. This

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information should be provided in and electronic AutoCAD format. Our initial review would include a written report and the following:

2.1 - Data Collection

EDSA will analyze existing conditions including, but not limited to, the following:

- a. Existing topography
- b. Existing land uses and open space
- c. Existing zoning and planned land uses
- d. Engineering and utilities maps
- e. Property boundary and ownership map
- f. Topographic and Right of Way maps
- g. Floodplain, wetland, and other sub watershed maps
- h. Other environmental information may be required
- i. Aerial and ground level photography.

2.2 - On-Site Tour/Conditions Survey

The EDSA Team will tour the study area with the County and key stakeholders. Early in the process, one (1) on-site tour of the defined beaches, as well as interconnected properties, will be coordinated and scheduled by the County. This tour will serve as a vehicle for discussion of opportunities and constraints within the study area. This tour will also identify key community landmarks that can be enhanced as part of this master plan.

Once the base maps have been prepared, and the background information reviewed and compiled, the EDSA Team will embark upon an analysis to better understand the beaches and associated upland areas and waterfront. The EDSA Team will examine a number of elements including existing land uses, infrastructure, and the natural resources within the study area. This process will entail a collaborative approach and will allow the EDSA Team an opportunity to develop the strengths, weaknesses, and opportunities for the beaches. These strengths, weaknesses and opportunities will be recorded and summarized into a series of diagrams and documents that will become the basis of the Waterways Master Plan.

Economic and Demographic Overview

The project team will work with the TDT to evaluate the potential market and economic factors and conditions related to planning a successful and vibrant waterfront beach community. Connecting that community through improvements to the beaches and by improving existing destinations and providing new interest points at sensible locations is a primary goal of the waterways master planning process.

TASK #3 – Conceptual Master Plan

Conceptual Master Plan (for each of the seven parks): Upon approval of Task 2, the feasibility information will then be developed into a master plan. These plans will focus on creating a strong concept for a 10-year implementation plan. The plans will be phased with completed projects that will encourage momentum and leverage future opportunities. The phased approach to our planning allows for "low-hanging fruit" to be executed quickly. Based on the approved overall master plan strategy, a visioning booklet will be produced as a tool for the County track the process, including the concept plans for all seven parks. The Vision Booklet will also be a great marketing and development resource that can be used to gain political, financial, and local residential support to implement the project(s).

Utilizing the information developed above in the Public Involvement and Inventory and Analysis process, the EDSA Team will embark upon the development of a Conceptual Master Plan for each park. As part of the creative planning process and based on the feedback received from the public and staff, EDSA will formulate a draft master plan in preparation for

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the on-going public consensus building process. We anticipate that the draft Master Plan will be vetted in the public process with staff meetings, redevelopment and parks and recreation advisory boards and a public meeting.

With the comments from the public process, the EDSA Team will prepare the comprehensive Final Master Plan and strategic recommendations for approval. The final document will be prepared in a report format, inclusive of all the deliverables and as defined in the above scope of work. As part of the report, the EDSA Team will document the process and findings and include appropriate illustrative diagrams to better convey the recommended strategic goals. Major areas of consideration will include:

- a. The identification beach portals.
- b. Explore alternate amenities such as pavilion, wayfinding, site furniture.
- c. A review of vehicular uses on the beaches.
- d. Alternative parking options.
- e. Historic data.
- f. Identification of environmental conditions.
- g. Discussion with TDT of economic and inclusion factors that connect the community to the beaches.
- h. Preliminary Master Plan
- i. Plan Enlargements of Key Areas
- j. Sections/Elevations that illustrate site relationships and design character
- k. Provide a parking Inventory based on data provided by the County
- l. Design Report booklet including plans, sections, Master Plan character images/sketches.
- m. Refined Project Narrative and Overall Concept Statement

Deliverables:

1. Overall Vicinity Plan
2. Conceptual Master Plan
3. Plan enlargements for each park/area of study
4. Conceptual Sections/Elevations of preferred scheme
5. Final Master Plan with Character Images
6. Perspective sketches of key elements, CGI renderings are excluded in this fee but can be provided
7. Implementation / Phasing Plan (outlining priority developments and strategies)
8. Parks, Recreation and Cultural Programming Initiatives List
9. Provide high level order of magnitude costs for each parcel
10. Master Plan Booklet up to 75 pages

TASK #4 - Final Master Plan

Refinement of the Master Plans will allow for the refinement of the approved concepts to be developed in greater detail. This study will establish the project's identity, the design character, overall layout, and program opportunities that reflect and/or exceed the standards and formats established by the County's vision.

Deliverables:

1. Overall Vicinity Plan
2. Overall Illustrative Master Plan at an appropriate scale.
3. Illustrative and thematic sketches describing the design character of the complex.
4. Function Diagram
5. Circulation Diagram
6. Area Enlargements

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7. Design sketches, sections and elevations illustrating design intent of the Master Plan
8. Parking analysis
9. Order of magnitude cost estimating
10. Environmental studies of the dune system
11. Lighting standards
12. Incorporation the site signage
13. All drawings, sketches, images and exhibits will be assembled in a Master Plan Report to include a project narrative and other relevant consultant work.

Additional Services

Additional Services will be considered those services related to making revisions or additions to drawings, reports or other documents outlined when such revisions are inconsistent with instructions previously given, or those services which are in addition to the basic services outlined in this agreement. Time spent to address major program or design changes by the County will be considered Additional Services and will be provided if authorized by the County. Finally, remobilization due to project delay by more than 3 months by the County will necessitate renegotiation of fees.

WORKLOAD SCHEDULE AND TIMELINE

The required time duration to execute the scope of services for tasks 1 - 3 is 8 months (excluding the required time for County approval) starting from contract signature accordance or notice to proceed.

SCHEDULE TIMELINE

* Denotes tentatively scheduled workshop, meetings and presentation included in the fees for professional services.

TASK DESCRIPTION	MONTH / TASK DURATION								Visits
	1	2	3	4	5	6	7	8	
Task 1: Public Outreach	■			■			■		2
City Review	■	■							
Task #2 Inventory and Analysis		■	■	■					1
City Review			■	■					
Task #3 & #4– Master Plan					■	■	■	■	3
County Review							■	■	
Final Presentation								*	

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COMPENSATION

In compensation for the services outlined in this proposal EDSA is suggesting a lump sum fee in the amount \$148,800.00 US Dollars + \$1,200 in expenses. These fees are all inclusive of labor and expenses to provide the professional services requested. The above fees include time in and out of the office for meetings and presentations including travel time. Also, we have estimated taxes, administrative costs, couriers, technical assistance and other expenses which are included in the fees above. This proposal is valid for 90 days from issuance.

Fee Schedule

Task #	Task Description	Duration	EDSA
Task #1	Public Involvement	3 months	\$24,000.00
Task #2	Inventory & Analysis	2 months	\$45,000.00
Task #3 & #4	Master Plan	3 months	\$79,800.00
	Expenses		\$1,200.00
	Totals	8 months	\$150,000.00

EDSA estimates CGI rendering costs will range from \$2,800 for an eye level perspective to \$3,800 for a bird's eye perspective. Any renderings will be additional services by mutual agreement.

If this proposal meets your needs and expectations, receipt of a signed copy of this proposal, advance payment of \$20,000.00 and standard contract will serve as our authorization to proceed with the above outlined scope. The approved resolution for continuing services will be referenced for all the general terms and conditions as it is part of this proposal. Should you have any questions or feel a modification would better meet your needs, please do not hesitate to call.

This is our understanding of Scope of Work to be performed. We very much look forward to the opportunity to work together on this exciting project with you and hope to hear from you soon.

Sincerely,



Jeff Suiter, PLA, ASLA
 Principal

Cc: Jill Martinez, Flavia Gondim
 Attached: General Terms and Conditions, Rate Schedule

APPROVED and ACCEPTED on this 20th day of October 2021.

By:  _____

