

CS-21-094

Contract Tracking No. CM3093

**CONTRACT FOR PROFESSIONAL SERVICES FOR WESTSIDE REGIONAL PARK  
IN NASSAU COUNTY, FLORIDA**

**THIS AGREEMENT** made and entered into this 13th day of December 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 **PROSSER, INC.**, located at 13901 Sutton Park Drive South, Suite 200, Jacksonville, Florida 3224-0229, hereinafter referred to as "Consultant":

**WHEREAS**, County desires to obtain professional design services with respect to the Westside Regional Park in Nassau County, Florida. Said services are more fully described in the *Proposal* dated October 4, 2021, attached hereto and incorporated herein as Exhibit "A"; and

**WHEREAS**, Consultant desires to render certain consulting services as described in the *Proposal*, and has the qualifications, experience, staff and resources to perform those services; and

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

**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 *Proposal*.

**ARTICLE 2 - SCOPE OF SERVICES**

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**2.1** Consultant shall provide professional services in accordance with the *Proposal*.

**2.2** The tasks listed below are further explained in the *Proposal*:

- Task 1. Project Coordination and Management
- Task 2. Landscape Architectural Services
- Task 3. Processional Architectural Services
- Task 4. Civil Engineering Construction Documents & Permitting
- Task 5. Transportation Engineering
- Task 6. Coordination Meetings
- Task 7. Permitting
- Task 8. Limited Construction Services

**2.3** Services requested by County or County's representative that are in addition to the *Proposal* will be considered additional services and reviewed, at that time for additional fees. Any additional services shall be mutually agreed upon and provided in writing.

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

Except as provided in the *Proposal*, County shall provide Consultant with all required data, information, and services regarding the requirements and objectives for the services under this Agreement. Consultant shall rely upon the accuracy and completeness of any information, reports, data 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 Director of Public Works, or his designee, to act on County's behalf with respect to the *Proposal*. The Director of Public Works, or his designee, under the supervision of the County Manager, shall have complete authority to transmit instructions, receive information, interpret and define County's policies and

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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 twenty-four (24) 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 in accordance with the *Proposal*.

5.2 Consultant shall prepare and submit to the Director of Public Works, for approval, an invoice for the services rendered, with a copy provided to [invoices@nassaucountyfl.com](mailto:invoices@nassaucountyfl.com). Invoices for services shall be paid 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.

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**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, unless otherwise detailed in the *Proposal*. This includes, without limitation, license fees, memberships and dues; automobile and other travel expenses; meals and 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. At County's sole discretion, Consultant shall, at no additional cost to County, re-perform services which fail to satisfy the foregoing standard of care.

#### **ARTICLE 8 - DOCUMENTS**

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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 *Proposal* attached hereto Exhibit "A"; and
- 8.3 *Certificate of Liability 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 – TRUTH-IN-NEGOTIATION/PUBLIC ENTITY CRIMES AFFIDAVIT**

Consultant certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual costs. Consultant represents that it has furnished a Public Entity Crimes Affidavit pursuant to Section 287.133, Florida Statutes.

**ARTICLE 11 - INDEMNIFICATION**

Consultant shall indemnify and hold harmless County and its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or

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intentionally wrongful conduct of Consultant and other persons employed or utilized by the Consultant, in the performance of the Agreement.

**ARTICLE 12 - 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 13 – EXTENT OF AGREEMENT**

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

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

**ARTICLE 14 - 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 15 - INSURANCE**

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

**ARTICLE 16 – ACCESS TO PREMISES**

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

**ARTICLE 17 - TERMINATION OF AGREEMENT**

**17.1 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.

**17.2 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 18 - NONDISCLOSURE OF PROPRIETARY INFORMATION**

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

**ARTICLE 19 – UNCONTROLLABLE FORCES**

**19.1** 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,

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Contract Tracking No. CM3093

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.

19.2 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 20 - 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 21 - MISCELLANEOUS**

21.1 **Non-waiver:** A waiver by either County or Consultant of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

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**21.2 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.

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

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

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

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

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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 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.

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**21.4** 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 22 – 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](http://www.uscis.gov/e-verify).

**ARTICLE 23 - SUCCESSORS AND ASSIGNS**

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

**ARTICLE 24 - 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

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Contract Tracking No. CM3093

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 25 - 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 26 - FUNDING**

This Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the Nassau county Board of County commissioners in the annual budget for each fiscal year of this Agreement and is subject to termination based on lack of funding.

**ARTICLE 27 - NOTICE**

27.1 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**

Douglas Podiak, Director of Public Works  
45195 Musselwhite Road  
Callahan, Florida 32011  
904-530-6120  
[dpodiak@nassaucountyfl.com](mailto:dpodiak@nassaucountyfl.com)

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With a copy to the Procurement Manager at:

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

**CONSULTANT:**

Shawn Bliss, Principal  
Prosser, Inc.  
13901 Sutton Park Drive South, Suite 200  
Jacksonville, Florida 32224  
(904) 739-3655  
[sbliss@prosserinc.com](mailto:sbliss@prosserinc.com)

27.2 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.

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

**ARTICLE 28 - DISPUTE RESOLUTION**

28.1 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

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Initials SB

Contract Tracking No. CM3093

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.

**28.2** 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

Date: December 13, 2021

**ATTEST TO CHAIR SIGNATURE**

  
  
\_\_\_\_\_  
JOHN A. CRAWFORD  
Its: Ex-Officio Clerk

Approved as to form and legal sufficiency:

  
\_\_\_\_\_  
MICHAEL S. MULLIN

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Contract Tracking No. CM3093

**PROSSER, INC.**

*Shawn Bliss*

By: Shawn Bliss

Its: Vice President

Date: 11/9/2021

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**PROSSER***Creative Visionaries. Engineering Minds.™**Exhibit "A"*

October 4, 2021

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

**Re: Nassau County Westside Regional Park – Implementation Documents,  
Permitting and Post Design Services**

Dear Mr. Simmons:

Thank you very much for the opportunity to provide this professional services proposal for the Westside Regional Park in Nassau County, Florida. Based on our conversations and the master plan we've developed under a previous contract, the project elements for the approximate 107 acre site include the entire Master Plan Concept, see attached dated 6/14/2021. Considerations for flexible phasing scenarios are included in this scope of work. Generally, the assumptions related to phasing includes a maximum of four (4) construction phases and an initial "early clearing" phase. The architectural design for the following buildings will be completed as noted:

- Outfitters Building (+/-2,000 sf) - Completed to the Architectural Concept Design phase only
- (1) Community Pavilion Building with Restroom (+/-2,000sf) – Complete Architectural Design and Structural, Mechanical, Electrical & Plumbing (MEP) Engineering Design Services
- (1) Amphitheater Building (Prefabricated Building) - Design services limited to structural and electrical engineering design to provide lighting and event power only
- (1) Aimaseum Structure (+/-8,000 sf) - Complete Architectural Design and Structural, Mechanical, Electrical & Plumbing (MEP) Engineering Design Services
- (2) Restroom Buildings – Complete Architectural Design, Structural, Mechanical, Electrical & Plumbing (MEP) Engineering Design Services
- (1) Picnic Pavilion (+/-625 square feet), prefabricated structure with custom architectural features) – Complete Architectural Design and Structural, Mechanical, Electrical & Plumbing (MEP) Engineering Design Services
- Future Community Fitness Building – Excluded from Architectural Design

Mr. J. Brian Simmons  
Nassau County Westside Regional Park – Implementation/Permit Documents  
October 4, 2021  
Page 2

Below please find our scope of services, for our comprehensive services leading to the implementation for Nassau County Westside Regional Park.

**Task 1 – Project Coordination and Management**

Prosser will provide project coordination and management throughout the permitting and design stages of the project. This management includes coordination with the Client, and our sub-consultants (Survey-by Client, Geotechnical, Environmental Assessment, Structural Engineering & MEP Engineering) and regulatory agencies; and overall project coordination. This task will also include design team meetings, as needed, via conference call or onsite.

As part of these services, Prosser will develop and maintain an overall project schedule that identifies all items to be completed under this contract. Because of the uncertain nature of this task, we propose a Time and Materials budget, with a not to exceed amount in the fee table below.

**Task 2 – Landscape Architectural Services**

**Task 2.1 – Schematic Design Plan**

Prosser will prepare a schematic design package document, based on the approved Conceptual Master Plan (Lakeside Loop), which will represent all site program elements at a level of detail depicting design intent, scale, and relationship. The designs will be developed in CAD and submitted to the Client for review in black and white. Your comments will be incorporated, and then re-submitted for your review and approval which will finalize the schematic design package, to include the following:

**Schematic Design Deliverables:**

1. Site plan refinement, include preliminary building plans, sections and elevations.
2. Design Inspiration Imagery
3. Preliminary civil engineering improvements
4. Incorporate all site program elements
5. Signage and Wayfinding
6. Schematic site plan enlargements for areas around the Community Pavilion, Village Green, Community Playground and Lakeside Amphitheater.
7. Schematic Design Site Sections and Elevations for the Entry Sign / Feature, Trailside Interpretative Nature Pavilion/Kiosk, and Community Playground<sup>1</sup>.
8. Typical roadway / trail sections
9. Preliminary materials selection
10. Opinion of Probable Construction Cost

**PROSSER**

Mr. J. Brian Simmons  
Nassau County Westside Regional Park – Implementation/Permit Documents  
October 4, 2021  
Page 3

The final schematic design package will be the basis for remaining tasks below. Revisions to the schematic design package requested after the completion of this task will be considered additional services.

<sup>1</sup>Prosser can provide color renderings and/or 3D graphics of the final schematic site plan for an additional fee.

### **Task 2.2 - Design Development**

Prosser will develop design development level documents (CAD based) for review, cost analysis and coordination for the entire project. These documents will be based on the approved schematic design. CAD drawings will be produced and used for coordination purposes with team members, project leadership and with relevant permit agencies. We anticipate producing the following during design development:

- 2.1 Comprehensive base plan including building footprints, parking areas, and the project site elements described above
- 2.2 Preliminary site and materials identification plan
- 2.3 Preliminary grading plans
- 2.4 Preliminary utility plans
- 2.5 Elevations and sections of hardscape elements, signage and specialty details
- 2.6 Preliminary site electrical lighting plan
- 2.7 Preliminary landscape plan
- 2.8 Preliminary site furnishing plan
- 2.9 Materials selections

The completed Design Development package will be submitted to the Client for review. Comments will then be incorporated in the final Design Development Package and submitted to the Client. Included under this task will be an update the Opinion of Probable Construction Cost. Any additional revisions requested after the final documents have been submitted, will be considered additional services.

### **Task 2.3 – Construction Drawings**

The construction drawings will include the final documents for permit, bidding and construction. Detailed information related to construction elements, materials, layout and coordination will be provided. The following will be provided in final form:

- 3.1 Site Plan
- 3.2 Grading Plan(s)
- 3.3 Layout and Dimensioning Plans
- 3.4 Site Furnishing Plan
- 3.5 Construction Details
- 3.6 Landscape and Irrigation Plans (will meet Nassau County LDC requirements)
- 3.7 Cost analysis

Our team will also coordinate with all design team members to ensure all permit submittals are achieved.

**PROSSER**

Mr. J. Brian Simmons  
Nassau County Westside Regional Park – Implementation/Permit Documents  
October 4, 2021  
Page 4

Submittals will be made to the Client for review at 60% and 90% completion. Comments will then be incorporated in the final Construction Plans. Included under this task will be an Opinion of Probable Construction Cost at the 60% & 90% submittals. Any revisions requested impacting the design of any site program elements, once the construction documents are underway, will be considered additional services.

### **Task 3 – Professional Architectural Services**

Architectural design services will be provided for each of the buildings shown in the Master Plan Concept, to the limits as noted in the project elements described in the scope above. The design process will be as follows:

#### **3.1 – Concept Design:**

Architect will meet with Client and design team to confirm any initial programming/aesthetic preferences. Architect will then prepare up to three (3) preliminary concept options with associated conceptual floor plan, concept building elevations and 3D axonometric views. Architect will review preliminary concept options with Client and design team for feedback followed by an adjusted/preferred Concept (floor plan, elevations, and 3D axonometric views) submitted for approval. One (1) revision to the architectural concept drawings will be provided.

#### **3.2 - Design Development:**

Following completion of the Concept Design services, Architectural Design Development documents will be prepared including on-sheet outline specifications, preliminary code analysis/life safety plan, overall floor plan, enlarged floor plans, roof plan, reflected ceiling plan, building elevations, building sections, typical wall section, opening types and schedule, material/finish schedule, toilet rooms accessory schedule and 3D axonometric views. Coordinate with project engineers to align supporting Civil, Structural and MEP building systems, fixtures, and equipment. Design Development documents will be used to obtain a probable estimated project cost for the Owner with contingency to allow for forthcoming Construction Documents' fine-tuning/details. Architectural Design Development drawings will be submitted for review and comments by the owner. One (1) revision to the architectural Design Development drawings will be provided.

#### **3.2 - Construction Documents:**

Following the completion of the Design Development task, Architectural Construction Documents will be prepared including on-sheet specifications and comprehensive annotated/dimensioned drawings including the following: code analysis/life safety plan, floor plan, roof plan, reflected ceiling plan, building elevations, building sections, wall sections, exterior and interior details, opening types and schedule, material/finish schedule, toilet room accessory schedule and 3D axonometric views. Architect will coordinate with project engineers to align supporting Civil, Structural and MEP building systems, fixtures, and equipment. The Construction Documents will be used by a Contractor to obtain a Construction Permit.

**PROSSER**

Mr. J. Brian Simmons  
Nassau County Westside Regional Park – Implementation/Permit Documents  
October 4, 2021  
Page 5

#### **Task 4 – Civil Engineering Construction Documents & Permitting**

##### **Civil Engineering**

Prosser will prepare plans and applications for construction approval for the site grading and utility improvements of the project based on the approved site plan from Task 2 and 3 to include the following:

- Assemble the 1"=30' (or appropriate scale) final site plan, incorporating any review comments from Task 2 and 3.
- Prepare an existing conditions and demolition plan with specifics required for the proposed project improvements. This will also serve as the pre-development drainage plan and SWPPP sheet implanting all erosion control necessary.
- Prepare a horizontal baseline for construction of all buildings, park entry roadway connections at U.S. Highway 1 and Pratt Siding Road, parking and common areas with the site stakeout and layout plans. Prosser will use the footprint of each building provided by our Architect. The plans will be designed to meet local codes and will include the detailed design with dimensions for the layout and construction of proposed improvements.
- Prepare engineering plans for the construction of the park access drive, on-street parking areas, grading, drainage and stormwater collection system. The construction drawings will include construction details, minimum finished floor elevations for structures and calculations suitable for submittal to the Nassau County and the St. Johns River Water Management District (see Task 7). It is our understanding that FDEP and floodplain modeling are not required, therefore they are excluded from this scope of services.
- Sanitary sewer piping plans will be prepared to connect to a design-build septic system to the proposed structures.
- Prosser will prepare piping plans for an onsite water connection system to the potable wells provided by the contractor as design, permit and build. The demand for each building will be provided by the MEP consultant.
- It is anticipated that the proposed ponds will be utilized to provide fire protection by means of a dry fire hydrant. The piping will be sized to accommodate the anticipated fire flow requirements. The MEP team will be responsible for all items related to the building plumbing. Fire sprinklers design within any structures is excluded.
- Coordinate criteria and provide piping from the buildings to the septic system for the three (3) proposed restrooms. The design and permitting of the septic systems is anticipated to be completed by the contractor as design, permit and build.

**PROSSER**

Mr. J. Brian Simmons  
Nassau County Westside Regional Park – Implementation/Permit Documents  
October 4, 2021  
Page 6

### **Task 5 - Transportation Engineering**

Nassau County Westside Regional Park (NCWRP) has over 4,200-feet of frontage on US-1, which is a state highway classified as Rural Principal Arterial with a posted speed limit of 65MPH. For any full driveway connections onto US-1 from the NCWRP, we believe the Florida Department of Transportation (FDOT) will require an Intersection Control Evaluation (ICE) study which provides a quantitative process to evaluate several intersection control alternatives and ranks these alternatives based on their operational and safety performance. This proposal is based on evaluating one "full" driveway connection and up to two right-in/right-outs. To assist you, we propose the following detailed scope of services:

#### **Task 5.1 - Meetings, Coordination, and Data Collection**

This task includes attending coordination meetings related to this project with internal team members, external team members, Nassau County, and FDOT as necessary. This task also includes hose counts on US-1 adjacent to the subject parcel.

#### **Task 5.2 - Operational Analysis**

An operational analysis will be conducted for each development phase of this regional park. This subtask includes review of operations at U.S. Highway 1 and Pratt Siding Road Connections. The analyses that will be conducted include:

- Development of Trip generation using the ITE Trip Generation Manual, 10th Edition.
- Development of Trip distributions utilizing existing traffic and the proposed park configuration.
- Development of background traffic utilizing the data collected in Task 1 and the average growth rate calculated using FDOT's traffic online.
- Synchro modeling at each driveway.
- A written narrative.

#### **Task 5.3 - Intersection Control Evaluation (ICE) Study**

Prosser will perform an ICE study at one full driveway opening per FDOT requirements. The study will include:

##### **Desktop Review**

- Prosser will document the project location, basic roadway characteristics, control and design vehicles, design and target speeds, peak hour volumes, growth rate trends, multimodal uses, and roadway context classifications for the subject intersection. This effort is comprised primarily of desktop analysis.

##### **Stage 1 Analysis**

- Stage 1 ICE Evaluation considers many potential intersection control strategies and evaluates them using the CAP-X and SPICE tools. The CAP-X tool is an operational analysis tool to evaluate selected types of innovative intersection designs, and the SPICE tool evaluates the safety performance of the intersections.

**PROSSER**

Mr. J. Brian Simmons  
Nassau County Westside Regional Park – Implementation/Permit Documents  
October 4, 2021  
Page 7

•  
**Stage 2 Analysis (Optional)**

- This task will only be executed if required by FDOT.
- Stage 2 ICE Evaluation is a preliminary control strategy assessment. It helps differentiate any remaining control strategies from Stage 1, by requiring an in depth analysis of the proposed control strategies. Prior to conducting additional analyses, a conceptual design must be developed for each viable control strategy. These conceptual designs are essential for communicating control strategy concepts and evaluating factors. The analysis should incorporate Traffic Operations, Safety Performance, Costs, Benefic-Cost Analysis, Utility Impacts, Right-of-Way impacts, and Multimodal Accommodations, as well as Agency Coordination. Stage 2 will utilize the SPICE tool, and the FDOT ICE Tool to select a preferred control strategy.
- Upon completion of the Stage 2 ICE form, results of the analysis are shared with the DTOE, DDE, and applicable FDOT staff.

Prosser's evaluation of the various options will include cost-benefit analysis. Based on the results of the above Operational Analysis and ICE Study, recommendations will be provided for both off-site & on-site transportation requirements.

Due to the unknown nature of the wide range of transportation options available which are predicated on the studies cited above, Prosser can provide a fee for the additional transportation design and permitting services, once the studies are complete and the scope can be defined.

**Task 6 – Coordination Meetings**

During the design process Prosser will be available to discuss the project as needed with the client. This subtask includes meetings or correspondence with the client, or any associated relevant entities with regard to the project. We have budgeted up to ten (10) meetings/presentations. This task does not include meetings or coordination with regulatory agencies, those are included above / below.

**Task 7 – Permitting**

**A. St. Johns River Water Management District**

The St Johns River Water Management District (SJRWMD) is the regulating authority as it relates to water quality in North Florida.

Prosser's scope of services will include the following:

1. Attend a pre-application meeting with the SJRWMD.
2. Prepare and submit application to the SJRWMD that will include calculations, support exhibits, and construction plans showing the engineering design of the stormwater management facility.
3. Respond to the SJRWMD request for additional information.
4. Our services will provide the engineering expertise to prepare the permit application. If necessary, we anticipate that your environmental consultant will provide all expertise relative to wetlands and non-engineering environmental issues. Prosser will incorporate their documents into our package to create a unified submittal to the SJRWMD. If requested, Prosser can provide CAD and

**PROSSER**

Mr. J. Brian Simmons  
Nassau County Westside Regional Park – Implementation/Permit Documents  
October 4, 2021  
Page 8

analytical support services to the environmental consultant as Additional Services to this proposal.

#### **B. Nassau County**

Prosser will prepare and make DRC submittal of the construction plans to Nassau County. The construction submittals will include site civil engineering plans, drainage and hydrology calculations. After receiving County comments, Prosser will revise the plans and make a final submittal to the County. This proposal assumes that land use, zoning and concurrency has been obtained for development.

#### **Task 8 - Limited Construction Services**

Prosser contains a construction management department which can provide assistance as needed to you or full construction management services. The latter service has been very beneficial over the years to our clients as our construction department literally becomes an extension of their staff. From full bid administration to close out and all the details in the middle, Prosser can be responsible for it all. For the purpose of this proposal, we will provide the following Limited Construction Services as a minimum:

- A. Plan interpretation.
- B. Request for Information responses.
- C. Shop Drawing Review.
- D. SJRWMD Certification

This task includes the minimum required involvement and construction observations required by Prosser for certification. Prosser, Inc. can provide comprehensive construction administration services under a future additional services agreement, once the scope of the required services have been clearly defined.

#### **Subconsultant Services**

Prosser will contract with the professional consultants listed below to provide the required services. Coordination with the subconsultants will be provided by Prosser as noted in Task 1.

1. Geotechnical Engineering Services – Services to include sub-surface borings at the proposed access roads, parking, buildings and fishing pond / stormwater structure locations. A geotechnical report will be provided which documents findings, to include recommendations on the proposed improvements and construction testing.
2. Environmental Assessment Services - includes wetland evaluation and delineation throughout the project limits. Delineated wetlands will be marked and then included within the survey. Permit application and submission of proposed wetland impacts for the entire master plan project is included.
3. Mechanical, Electrical & Plumbing Engineering – includes the design of mechanical, electrical and plumbing systems for the proposed architectural buildings to be completed to final design. Also included is sign lighting and entry feature lighting. Coordination will be provided with FPL for the design of the roadway lighting system proposed to be on a leasing program. The project electrical engineer will develop a conduit plan, to be installed under the overall construction contract, FPL will install the light post and pull all wiring.

**PROSSER**

Mr. J. Brian Simmons  
 Nassau County Westside Regional Park – Implementation/Permit Documents  
 October 4, 2021  
 Page 9

4. Structural Engineering Services – structural design services for architectural buildings, and project site elements.

**ADDITIONAL SERVICES:**

Any services requested outside of the scope of work above will be charged hourly according to the rate schedule attached, but will not commence without written permission. Prosser will obtain proposals for other sub-consultant services including surveying, geotechnical investigation, etc., as necessary to complete the proposed work. All relevant subconsultant work will be contracted through Prosser.

**FEE SUMMARY:**

TASK	DESCRIPTION	FEE
1	Project Coordination and Management (T&M Budget - NTE)	\$29,300.00
2	Landscape Architectural Services	
2.1	Conceptual Landscape Arch. Design (Lump Sum)	\$28,050.00
2.2	Design Development (Lump Sum)	\$54,980.00
2.3	Construction Drawings (Lump Sum)	\$71,040.00
3	Architectural Services (Lump Sum)	\$52,275.00
4	Civil Engineering Construction Documents (Lump Sum)	\$97,420.00
5	Transportation Engineering (Lump Sum)	\$34,300.00
	Stage 2 Analysis - <b>Optional if required by FDOT</b> (Lump Sum)	\$33,675.00
6	Coordination Meetings (T&M Budget - NTE)	\$12,000.00
7	Permitting (Lump Sum)	\$17,500.00
8	Limited Construction Services (T&M Budget - NTE)	\$35,000.00
	<b>Subconsultant Services</b>	
	Geotechnical Engineering Services (Lump Sum)	\$61,300.00
	Environmental Services (Lump Sum)	\$27,800.00
	Mechanical, Electrical & Plumbing Engineering (Lump Sum)	\$25,000.00
	Structural Engineering Services (Lump Sum)	\$24,600.00

*The T&M Budget – NTE delivery method refers to Time and Materials with a Not to Exceed Fee. These fees will be invoiced with back up and are based on hourly rates. If circumstances entail budget limits being approached, Prosser will notify the Client of this potential issue to discuss the need for additional services authorization or a feasible solution.*

Our scope of work for this project does not include the following:

- Wetland survey (post flagging from environmental consultant)
- Zoning or Land Use Deviations, Modifications, or Amendments
- Design of Offsite Transportation or Utility Improvements
- Land or Easement Acquisition Elements
- Professional Surveying (provided by Nassau County)
- Fire Protection studies, analysis or design
- Off-site stormwater modeling or design
- Bulkhead and Retaining Walls
- Flood zone analysis and FEMA permitting

**PROSSER**

Mr. J. Brian Simmons  
Nassau County Westside Regional Park – Implementation/Permit Documents  
October 4, 2021  
Page 10

- NPDES Stormwater Permitting
- Illustrative Marketing or 3D Graphics
- Specialized Modeling for Impaired Basins (not anticipated at this time)
- Value Engineering
- Bid Administration
- Permit/application Fees
- Signalization Plans/Construction Documents
- Offsite Transportation Impact Analysis Report
- Offsite Transportation Improvements
- Traffic modeling other than described above
- Calculations in Vissim or Cube Voyager
- Analyzing multiple phased development scenarios
- Concept drawings (except for those required in Stage 2 ICE)
- Roadway or Temporary Traffic Control Plans
- Offsite Signing and Pavement Marking Plans
- Land or Easement Acquisition Elements

**OUT-OF-POCKET EXPENSES:**

All job-related travel, reprographic, printing and plotting costs and supplies, telefax and long distance telephone charges, mail and courier delivery services will be billed at cost plus 15%. Prosser anticipates a budget to cover these costs not to exceed \$ 14,500.00.

It is our pleasure to provide this professional services proposal to you. Please feel free to call me at (904) 739-3655 if you have any questions or concerns. If you wish to authorize us to proceed, we ask that you sign and return one copy of the signed proposal to our office. If you have any questions regarding our proposal, we remain available to discuss it with you at your convenience.

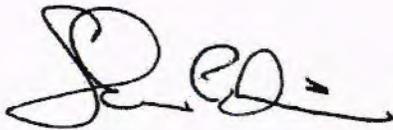
Our Standard General Conditions and Rate Schedule are attached to this proposal for your information.

Thank you again for the opportunity to provide our engineering and landscape architecture services.

Sincerely,

Accepted By:

**PROSSER, Inc.**



Shawn Bliss  
Principal

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name and Title

\_\_\_\_\_  
Date

**PROSSER**

## PROSSER, INC

GENERAL CONDITIONS

1. Invoicing for services will be on a monthly basis and in proportion to the amount of work performed. Payment for work completed is not contingent upon receipt of governmental or other approvals. Payment is required within 45 days from date of invoice. Past due invoice amounts will be subject to interest charges at a rate of one percent (1%) per month. Should any invoice be 15 or more days past due, Prosser, Inc. shall have the right to suspend work on the project 10 days after written notice to our Client. Prosser, Inc. reserves the right to withhold sealing of drawings until all invoices due and payable have been paid in full.
2. Default: If the said Client fails to perform the covenants herein contained or fails to make payment as herein specified, Prosser, Inc. shall have the right to bring suit against Client for the sums due hereunder. In connection with any litigation arising herein, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorney's fees.
3. ~~Lien Provisions: The Client acknowledges that it has secured legal rights to the property upon which the contemplated project will be built. Client further agrees that Prosser, Inc. may file its "Notice to Owner" to secure its right to payment.~~
4. Regulatory Changes: The lump sum fees and corresponding scope of work has been formulated based upon existing regulatory codes, ordinances and procedures known to Prosser, Inc. on the date of proposal preparation. In the event subsequent regulatory changes require revisions to work completed or an increased level of effort, compensation for this additional work shall be in accordance with Paragraph 5 herein.
5. Additional Work: If the scope of our Agreement is modified, additional work may be undertaken upon mutual agreement, under a lump sum fee or a time and material basis in accordance with our hourly rate schedule attached hereto.
6. Excluded Items from Lump Sum Fees: Items listed on page 9 & 10, ~~however, we request that their invoicing be made directly to you.~~
7. Reimbursable Expenses: Client requested expedited data delivery such as courier, fax, Federal Express, etc., shall be invoiced as a reimbursable expense in accordance with the attached hourly rate schedule. Costs of reproduction for transmittals & submittals beyond those specifically referenced in the proposal shall also be invoiced as a reimbursable expense in accordance with the attached hourly rate schedule.
8. Indemnification: Prosser, Inc. agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by Prosser, Inc.'s negligent acts, errors or omissions in the performance of professional services under this Agreement and those of our subconsultants or anyone for whom Prosser, Inc. is legally liable.  
~~The Client agrees, to the fullest extent permitted by law, to indemnify and hold Prosser, Inc. harmless from any damage, liability or cost, including reasonable attorney's fees and costs, caused by the negligent acts, errors or omissions by the Client and those of its contractors, subcontractors or consultants or anyone who acts on behalf of Client, and arising from the project that is the subject of this Agreement.~~
9. Limitations of Liability: In performing its professional services hereunder, Prosser, Inc. will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality. **NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE OR INTENDED BY PROSSER, INC.'S UNDERTAKING HEREIN OR ITS PERFORMANCE OF SERVICES HEREUNDER. IT IS AGREED THAT BY EXECUTION OF THE ATTACHED PROPOSAL, THE CLIENT ACKNOWLEDGES THAT PROSSER, INC.'S LIABILITY FOR ANY DAMAGE, LIABILITY OR COST ON ACCOUNT OF ANY ERROR, OMISSION, OR OTHER PROFESSIONAL NEGLIGENCE WILL BE LIMITED TO A SUM NOT TO EXCEED \$15,000 OR PROSSER, INC.'S FEE, WHICHEVER IS GREATER.**
10. Preliminary and detailed estimates of Construction Cost, if any, prepared by Prosser, Inc., represent our judgment as a design professional familiar with the construction industry. It is recognized, however, that neither Prosser, Inc. nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, Prosser, Inc. cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by Prosser, Inc.
11. Regulatory Permitting: This Agreement does not include application fees required by any regulatory agency. We ask that the Client furnish the appropriate fee at the time applications are submitted. Permits may contain a requirement for public noticing. Any publishing and associated fees shall be the responsibility of the permittee (Client). Permits may be conditioned upon Engineer of Record inspection and certification of construction. In the event such a condition is imposed, progress and final inspections must be provided by Prosser, Inc. Compensation for this additional work shall be in accordance with Paragraph 5 herein.
12. Term of Agreement: This Agreement shall commence on the effective date of the attached proposal and upon execution by the Client. The duration of The Agreement shall be 24 months. If the Client does not execute this Agreement within sixty days of the date noted on the Proposal, it is no longer valid unless otherwise mutually agreed upon by Client and Prosser.

9/15/2015 (GC update)

**PROSSER**

# **PROSSER**

*Creative Visionaries. Engineering Minds.®*

## **Hourly Rate Schedule**

Effective May 17, 2021

### **Planning & Engineering**

Principal	\$235
Project Director	\$200
Project Manager	\$175
Senior Engineer	\$170
Engineer	\$140
Senior Planner & Senior Landscape Architect	\$165
Planner & Landscape Architect	\$140
Senior Graphic Arts Director	\$155
Graphic Art Designer	\$120
Senior Designer	\$140
Designer	\$110
CADD Technician	\$ 95
Clerical	\$ 85
Administrative Support	\$ 85

### **Project & Business Services**

Project Administrator	\$145
Sr. Project Researcher	\$140
Project Researcher	\$135
Sr. Public Relations Liaison	\$150
Technical Writer	\$105

### **Information Services**

Programmer	\$140
Information Systems	\$140
GIS Programmer	\$150
GIS Analyst	\$130
GIS Technician	\$115

### **CEI/Construction Management Services**

Resident Engineer	\$160
Construction Project Manager	\$150
Sr. Construction Inspector	\$105
Construction Inspector	\$ 95

ALL REIMBURSABLE EXPENSES SHALL BE COST TIMES A FACTOR OF 1.15

### EXHIBIT B



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/28/2021

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 Phone: (904) 730-0800 Fax: (904) 731-7072 <b>DONOVAN &amp; ABERCROMBIE INS</b> P O BOX 24960 JACKSONVILLE FL 32241-4960	CONTACT NAME: <b>Donovan Insurance Inc</b> PHONE (A/C, No, Ext): <b>(904) 730-0800</b> FAX (A/C, No): <b>(904) 731-7072</b> E-MAIL ADDRESS:														
Agency Ltr#: L044912	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : <b>Continental Casualty Co</b></td> <td></td> </tr> <tr> <td>INSURER B : <b>OLD DOMINION INSURANCE CO</b></td> <td><b>40231</b></td> </tr> <tr> <td>INSURER C : <b>Transportation Insurance Co</b></td> <td></td> </tr> <tr> <td>INSURER D : <b>Associated Industries Insurance Company, Inc</b></td> <td></td> </tr> <tr> <td>INSURER E : <b>Continental Casualty Co</b></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : <b>Continental Casualty Co</b>		INSURER B : <b>OLD DOMINION INSURANCE CO</b>	<b>40231</b>	INSURER C : <b>Transportation Insurance Co</b>		INSURER D : <b>Associated Industries Insurance Company, Inc</b>		INSURER E : <b>Continental Casualty Co</b>		INSURER F :	
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INSURER E : <b>Continental Casualty Co</b>															
INSURER F :															
INSURED <b>PROSSER, INC.</b> 13901 SUTTON PARK DRIVE SOUTH, SUITE 200A JACKSONVILLE FL 32224-0229															

COVERAGES CERTIFICATE NUMBER: 99820 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	X	B5092246258	01/01/21	01/01/22	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>1,000,000</b> MED. EXP (Any one person) \$ <b>10,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	B1T8188Q	01/01/21	01/01/22	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b>	X		B5092246292	01/01/21	01/01/22	EACH OCCURRENCE \$ <b>2,000,000</b> AGGREGATE \$ <b>2,000,000</b>
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below		X	AWC1160155	01/01/21	01/01/22	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE-EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE-POLICY LIMIT \$ <b>1,000,000</b>
E	Professional Liability - Claims Made			AEH591935914	01/01/21	01/01/22	Each Occurrence \$ <b>2,000,000</b> General Aggregate \$ <b>2,000,000</b>

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

RE: Contract # CM309 / Westside Regional Park - Implementation Docs, Permitting & Design Services  
 Nassau County Board of County Commissioners is an Additional Insured for General Liability on a primary and non-contributory basis , Auto Liability and Umbrella Liability as required by written contract. Waiver of Subrogation in favor of Nassau County Board of County Commissioners for General Liability, Auto Liability and Workers Compensation as required by written contract. Thirty day Notice of Cancellation for non-payment. \*\*Ten day Notice of Cancellation applies for Non-payment.\*\*

CERTIFICATE HOLDER Nassau County Board of County Commissioners 96135 Nassau Place Suite 6 Yulee FL 32097 Attention:	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  Brian P. Donovan
---	---

**NASSAU COUNTY  
BOARD OF COUNTY COMMISSIONERS**  
96135 Nassau Place Suite 1  
Yulee, FL 32097

Proseer Inc.  
13901 Sutton Park Dr. South, Suite 200  
Jacksonville, FL 32224

Facilities Maintenance

Jay Robertson

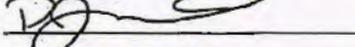
2153	WRP - Design & Permitting	68075572-583395		Encumber Contract	N/A
1	Project Coordination	1.00	\$ 28,300.00	\$ 28,300.00	NTE
2	Conceptual Landscape Arch. Design	1.00	\$ 28,050.00	\$ 28,050.00	Lump Sum
3	Design Development	1.00	\$ 54,980.00	\$ 54,980.00	Lump Sum
4	Construction Drawings	1.00	\$ 71,040.00	\$ 71,040.00	Lump Sum
5	Architectural Services	1.00	\$ 52,275.00	\$ 52,275.00	Lump Sum
6	Civil Engineering Construction Documents	1.00	\$ 97,420.00	\$ 97,420.00	Lump Sum
7	Transportation Engineering	1.00	\$ 34,300.00	\$ 34,300.00	Lump Sum
8	Stage 2 Analysis (Optional if required by FDOT)	1.00	\$ 33,875.00	\$ 33,875.00	Lump Sum
9	Coordination Meetings	1.00	\$ 12,000.00	\$ 12,000.00	NTE
10	Permitting	1.00	\$ 17,500.00	\$ 17,500.00	Lump Sum
11	Limited Construction Services	1.00	\$ 35,000.00	\$ 35,000.00	NTE
12	Geotechnical Services (Subconsultant)	1.00	\$ 81,300.00	\$ 81,300.00	Lump Sum
13	Environmental Services (Subconsultant)	1.00	\$ 27,800.00	\$ 27,800.00	Lump Sum
14	Mechanical, Electrical, Plumbing Engineering (Sub)	1.00	\$ 25,000.00	\$ 25,000.00	Lump Sum
15	Structural Engineering Services (Subconsultant)	1.00	\$ 24,800.00	\$ 24,800.00	Lump Sum
16	Out-of-pocket Expenses	1.00	\$ 14,500.00	\$ 14,500.00	NTE
	Contracts, Change Order, Task Order			\$ 0.00	
	6.2 a. Contracts/Signing Authority			\$ 0.00	

ORIGINAL - FINANCE  
COPY - DEPARTMENT

Shipping Total \$ 0.00  
\$ 818,740.00

**Department Head**

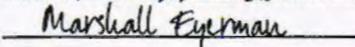
I attest that, to the best of my knowledge, this requisition reflects accurate information, has been reviewed, budgeted for and follows the Nassau County Purchasing Policy.



10-7-21

**Office of Management and Budget**

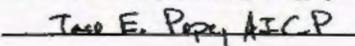
I attest that, to the best of my knowledge, funds are available for payment.



11/3/2021

**County Manager**

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



11/7/2021

Click: \_\_\_\_\_  
Date: \_\_\_\_\_





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10/07/2021 17:44  
5235imjo

BOARD OF COMMISSIONERS  
YEAR-TO-DATE BUDGET REPORT

FOR 2022 \$9

	ORIGINAL APPROP	TRANSFERS/ADJUSTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
68075572 MAINT-PER/BEACH							
563355 SURVEY	49,000	0	49,000	.00	.00	49,000.00	.0%
563365 ENGINEERING & DESIGN SVCS	52,053	0	52,053	.00	.00	52,053.00	.0%
563710 PARK CONSTRUCTION	4,292,979	0	4,292,979	.00	.00	4,292,979.00	.0%
<b>GRAND TOTAL</b>	<b>4,394,032</b>	<b>0</b>	<b>4,394,032</b>	<b>.00</b>	<b>.00</b>	<b>4,394,032.00</b>	<b>.0%</b>

\*\* END OF REPORT - Generated by Raven M Jones \*\*



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BOARD OF COMMISSIONERS  
YEAR-TO-DATE BUDGET REPORT

10/07/2021 17:44  
6235mmjo

FOR 2021 99

	ORIGINAL APPROP	TRANSFERS/ADJUSTERS	REVISED BUDGET	YTD EXPENSED	ENCUMBRANCES	AVAILABLE BUDGET	FCF USED
68075572 MAINT-PER/REBACK							
563355 SURVEY	49,000	0	49,000	-00	-00	49,000.00	-04
563365 ENGINEERING & DESIGN SVCS	52,053	0	52,053	-00	-00	52,053.00	-04
563710 PARK CONSTRUCTION	4,292,979	0	4,292,979	-00	-00	4,292,979.00	-04
<b>GRAND TOTAL</b>	<b>4,394,032</b>	<b>0</b>	<b>4,394,032</b>	<b>-00</b>	<b>-00</b>	<b>4,394,032.00</b>	<b>-04</b>

\*\* END OF REPORT - Generated by Raven M Jones \*\*

# BOCC CONTRACT APPROVAL FORM

(Contract Management Use only)
CONTRACT TRACKING NO.
<u>CM3093</u>

## GENERAL INFORMATION

Requesting Department Parks & Recreation/Facilities

Contact Person: Jay Robertson

Telephone: (904) 530-6127 Fax: (904) 879-3751 Email: jrobertson@nassaucountyfl.com

## CONTRACTOR INFORMATION

Name: Prosser Inc.

Address: 13901 Sutton Park Dr. South Suite 200 Jacksonville FL 32224  
City State Zip

Contractor's Administrator Name: Shawn Bliss Title: Principal

Telephone: (904) 739-3655 Fax: ( ) Email: sbliss@prosserinc.com

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

Authorized Signatory Name: Shawn Bliss

Authorized Signatory Email: sbliss@prosserinc.com

## CONTRACT INFORMATION

Contract Name: Westside Regional Park - Implementation Documents, Permitting & Design Services

Description: Design, engineering, construction drawings for Westside Regional Park  
GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.

Terms: Payment Period: Monthly Amount per Period: As invoiced

Total Amount of Contract: \$618,740.00  
APPROXIMATE IF NECESSARY

Source of Funds: 68075572-563365 Termination/Cancellation: 30 Days

Authorized Signatory: Chairman Thomas Ford  
IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC

Contract Dates: From: Execution to: 24 months

Status:  New  Renew  Amend#  WA/Task Order

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

### If Processing an Amendment:

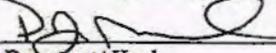
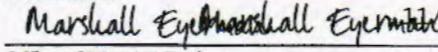
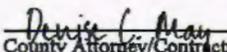
Contract #: \_\_\_\_\_ Increased Amount of Existing Contract: \_\_\_\_\_

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

Continued on next page

<b>CHECKLIST</b>		
<i>Complete and attach before sending contract for final signature</i>		
<b>Requirement</b>	<b>Description</b>	<b>Certified Complete By</b>
Contract, Exhibits and Appendices	1) The contract and all documents incorporated by reference in the contract, including exhibits and appendices are attached (including E-Verify, Pricing, Scope, etc.) and properly identified; and 2) All such documents have been read and agreed to in their entirety by originating department and staff members who have obligations under this contract.	Dept
Name, Address, Contact Person	The full name, address, legal status (i.e., corporation, partnership, etc.) and contact person of other party are included.	Dept
Understanding	Written contract matches the verbal understanding of all parties. All terms and conditions conform to the final negotiations/agreement of the parties.	Dept
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.	Dept City Atty
Other Necessary Agreements	All other necessary agreements or waivers referred to in contract have been obtained and are attached and properly identified for reference.	City Atty
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.	City Atty
Term of Contract	Start and end dates of contract are included. Any renewals are included.	City Atty
Warranties/Guarantees	Warranties or guarantees give satisfactory protection.	City Atty/Risk
Insurance	Risk manager _____ has or _____ will approve insurance clauses. Levels confirmed in requirements	Dept
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.	City Atty
Confidentiality Agreements	All nondisclosure clauses include exceptions regarding disclosure as required by law. If not applicable, indicate "n/a."	City Atty
Printed/Typed Names	Names of all persons signing contracts are printed or typed below signatures.	Router

**APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY**

1.  10-7-21  
Department Head Marshall Eyerman Date
2. 11/3/2021  
Procurement Date
3.  11/5/2021  
Office of Mgmt & Budget Date
4.  11/7/2021  
County Attorney/Contracts Date
5. Taco E. Pope **COUNTY MANAGER - FINAL SIGNATURE APPROVAL** 11/7/2021  
County Manager Date

**RETURN ORIGINAL(S) TO CONTRACTS 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