Agreement for Planning Consultants

This agreement (AGREEMENT) is made and entered into this _____ day of _____, 2020, between Forward Pinellas, in its role as the Pinellas County Metropolitan Planning Organization (MPO) and the Pinellas Planning Council (PPC) and Asakura Robinson (CONSULTANT), collectively referred to as the "Parties."

Witnesseth:

Whereas, Forward Pinellas wishes to engage the services of CONSULTANT to assist with planning efforts; and

Whereas, Forward Pinellas solicited competitive proposals to assist with such efforts, and selected CONSULTANT as a successful applicant; and

Whereas, the CONSULTANT is qualified and has express willingness and ability to provide aforementioned services.

Now, therefore, in consideration of the mutual covenants and promises contained hereinafter, the Parties agree as follows:

1. Services to be Furnished by the CONSULTANT

The services described and provided for in Exhibit A (Scope of Services), attached hereto and incorporated herein, which are based on Forward Pinellas competitive proposal solicitation #20-01, constitutes the Scope of Services to be performed by CONSULTANT under this AGREEMENT. Materials or services requested by Forward Pinellas related to the Scope of Work shall be provided by the CONSULTANT in a timely manner.

The CONSULTANT shall maintain and adequate and competent professional staff so as to enable the CONSULTANT to timely perform work under this AGREEMENT. The CONSULTANT agrees that whenever, for any reason, one or more of the key personnel are unavailable for performance under this AGREEMENT, Forward Pinellas may require the CONSULTANT to replace such individual(s) with an individual(s) of substantially equal abilities and qualifications. Forward Pinellas may require the CONSULTANT to submit a resume giving the full name, title, qualifications and experience for all successors and/or new persons assigned to perform work under this AGREEMENT. Prior written consent of Forward Pinellas may be required before the CONSULTANT may utilize said new personnel to perform work associated with this AGREEMENT.

The CONSULTANT agrees to acquire and maintain sufficient legal, financial, technical and managerial capacity to plan, manage and complete the work under this AGREEMENT. The CONSULTANT may associate with specialists for the purpose of its services hereunder without additional cost to Forward Pinellas other than those costs negotiated within the limits and terms of this AGREEMENT. The CONSULTANT is fully responsible for the satisfactory completion of all subcontracted work and must require in all of its subcontracts that subcontractors are bound by all the terms of this AGREEMENT.

Assignments shall be made through work task orders negotiated between Forward Pinellas and the CONSULTANT.

2. Term

This AGREEMENT shall be effective on September 10, 2020 upon proper execution by both Parties and shall remain in effect until June 30, 2022, unless sooner terminated as provided herein. Two two-year extensions may be executed if agreed upon in writing by all Parties.

3. Services to be Furnished by Forward Pinellas

Forward Pinellas shall provide the CONSULTANT copies of all existing and previously prepared files/documents pertinent to the AGREEMENT, which Forward Pinellas may have in its possession, upon request and when available. However, the CONSULTANT shall be ultimately responsible to obtain any and all information and documentation needed for the satisfactory completion of the Agreement. Under no circumstances will Forward Pinellas be held liable or negligent for the perceived inability of any of its employees to locate, retrieve, furnish, supply or provide any of the requested files needed by the CONSULTANT.

Forward Pinellas personnel shall coordinate all releases of information to the public or other outside agencies, unless otherwise discussed and documented by both parties. The CONSULTANT agrees that it shall make no statements, press releases, or publicity releases concerning this AGREEMENT or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this AGREEMENT, or any particulars thereof, during the period of this AGREEMENT without first notifying Forward Pinellas and securing its prior written consent.

4. Invoice Requirements and Compensation

Task work orders with a scope of services, cost using rates in Exhibit B and schedule must be agreed upon and Notice to Proceed provided by Forward Pinellas before any work will begin.

The CONSULTANT shall be compensated on a reimbursement basis. A variety of reimbursement payment methods may be used, such as Time & Materials, Upset Limit Fee or Lump Sum Fee, due to nature of the work task order. The payment method for an individual work task order will be agreed upon between Forward Pinellas and the CONSULTANT and will be clearly identified before the work begins.

The CONSULTANT shall submit electronic invoices on a monthly basis for approved task work orders. All invoices must include a progress report showing the actual tasks performed and their relationship to the fee claimed. All progress reports and invoices shall be emailed to the attention of the Forward Pinellas Executive Director, wblanton@forwardpinellas.org, or his Forward Pinellas staff designee. Forward Pinellas may request additional information and evidence to support any and all invoices for fees claimed to be earned by the CONSULTANT before Forward Pinellas processes the invoices for payment. Invoices for fees or other compensation for services and expenses shall be submitted to Forward Pinellas in detail sufficient for a proper pre-audit and post-audit.

Invoice submittals including a Disadvantaged Business Enterprise (DBE) shall include a DBE utilization schedule, DBE usage and payments to a DBE as a separate line item and must be supported with the DBE's original invoice.

All services to be provided by the CONSULTANT under the provisions of this AGREEMENT shall be performed to the reasonable satisfaction of the Forward Pinellas Executive Director.

Forward Pinellas shall not approve payment for work done in order to correct errors or omissions on the part of the CONSULTANT. Forward Pinellas in no way obligates itself to check or be liable for the CONSULTANT's work.

Upon Executive Director or designee approval of submitted invoices, Forward Pinellas shall make payments as invoiced to the CONSULTANT in accordance with the following terms. These terms are applicable to all fees incurred.

Forward Pinellas agrees to reimburse CONSULTANT for the performance of authorized services, which will be conducted on a work task order basis. Authorized services shall be billed as completed, on a reimbursement basis, and paid in accordance with the Local Government Prompt Payment Act. Reasonable business expenses for requested travel incurred for the services performed by the CONSULTANT must be pre-approved, follow Forward Pinellas' travel guidelines, and shall not exceed $50,000 per year, unless approved by Forward Pinellas. A certification of AGREEMENT expenses may be required by Forward Pinellas before approval.

The general cost principles and procedures for negotiation and administration, and the determination or allowance of costs under this AGREEMENT, shall be as set forth in the Code of Federal Regulations, Titles 23, 48 and 49; and other pertinent federal, state, and local regulations, as applicable. In the event there is a conflict between federal, state, and local regulations, the more restrictive of the applicable regulations will govern.

Within 60 calendar days of the AGREEMENT's completion date or termination, the CONSULTANT agrees to submit a final invoice, progress report, and third party audit reports, as applicable.

5. Records

The CONSULTANT agrees to establish and maintain a set of accounts within the framework of an established accounting system and procedures that can be identified with the AGREEMENT, in accordance with applicable federal and state regulations and other requirements that FDOT and FHWA may impose.

The CONSULTANT agrees that all checks, payrolls, invoices, contracts, vendors, expenses, orders, or other accounting documents related in whole or in part to the AGREEMENT shall be clearly identified, readily accessible, and available to Forward Pinellas upon its request and, to the extent feasible, kept separate from documents not related to the AGREEMENT. All costs charged to the AGREEMENT, including any approved services contributed by the CONSULTANT or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers describing the detail in nature and propriety of the charges.

The CONSULTANT agrees to refrain from drawing checks, drafts, or orders for goods or services to be charged against the AGREEMENT until the CONSULTANT has received and filed in its records a properly signed voucher describing in proper detail the purpose for the expenditure.

6. Reporting, Record Retention and Access

The CONSULTANT agrees to maintain intact and readily accessible all data, documents, reports, accounting records, contracts, change order files (including documentation covering negotiated settlements), and supporting materials relating to the AGREEMENT that the federal government, the state government or Forward Pinellas may require during the course of the AGREEMENT and for five years thereafter. Upon request, the CONSULTANT agrees to permit Forward Pinellas, the Secretary of Transportation; the Comptroller General of the United States; and, if appropriate, the State of Florida or their authorized representatives to inspect all AGREEMENT work, materials, payrolls, and other data, and to audit the books, records, and accounts of the CONSULTANT pertaining to the AGREEMENT as required by 49 U.S.C. § 5325(g).

For the purpose of such audits, inspections, examinations and evaluations, Forward Pinellas's agent or authorized representative shall have access to said records from the effective date of the AGREEMENT, for the duration of work, and until five (5) years after the date of final payment by Forward Pinellas to the CONSULTANT pursuant to this AGREEMENT, or for the State of Florida's applicable public records retention schedule, whichever is longer.

Forward Pinellas' agent or authorized representative shall have access to the CONSULTANT's facilities and all necessary records in order to conduct audits in compliance with this Section. Forward Pinellas' agent or authorized representative shall give the CONSULTANT reasonable advance notice of intended inspections, examinations, and/or audits.

The CONSULTANT agrees that all reports and other documents or information intended for public availability developed under this AGREEMENT and required to be submitted to Forward Pinellas must be prepared and submitted in the original electronic format and in accordance with requirements that Forward Pinellas may specify, understanding that Forward Pinellas reserves the right to request records in other formats.

7. Ownership of Documents

All records, electronic files, documents, plans, specifications, evaluations, reports and other technical data, other than working papers, prepared or developed by the CONSULTANT under this AGREEMENT are the property of Forward Pinellas without restriction or limitation on their use and shall be made available upon request to Forward Pinellas at any time. All such documents shall be delivered to Forward Pinellas upon completion or termination of this AGREEMENT. The CONSULTANT, at its own expense, may retain copies for its files and internal use.

Any and all reports, documents provided or created in connection with this AGREEMENT are and shall remain the property of Forward Pinellas. In the event of termination of this AGREEMENT, any reports, documents and other data prepared by the CONSULTANT, whether finished or unfinished, shall become the property of Forward Pinellas and shall be delivered to Forward Pinellas' Executive Director within seven (7) days of termination of the AGREEMENT by either party.

8. Indemnification

The CONSULTANT shall indemnify and hold harmless Forward Pinellas from all suits, actions, or claims of any character brought on account of any injuries or damages received or sustained by any person, persons, or property by, or resulting from any neglect in safeguarding the work; or by on account of any

act or omission, neglect, or misconduct of the CONSULTANT; or by, or on account of any claim or amounts recovered under the "Workers' Compensation Law" or a law, bylaws, ordinance, order, or decree directly or indirectly in connection with the performance of this AGREEMENT, including but not limited to patent infringements on the part of the CONSULTANT.

Nothing herein shall be construed as a waiver of Forward Pinellas' sovereign immunity or further limitation thereof beyond §768.28, Florida Statutes, nor consent to the sued by third parties in any manner arising out of this AGREEMENT.

9. Required Certifications

The CONSULTANT shall obtain, execute and comply with the following certifications:

Insurance. The CONSULTANT shall obtain adequate insurance and provide a certificate of said insurance pursuant to Exhibit C.

Truth-In-Negotiation and Public Entity Crimes Certification. The CONSULTANT agrees to execute the Truth-In-Negotiations Certificate as required by Section 11.45, Florida Statutes, attached to this AGREEMENT as Exhibit, as well as a Public Entity Crimes Certificate, as required by Section 287.133(3)(a), Florida Statutes, and attached to this AGREEMENT as Exhibit D. The original AGREEMENT price and any additions thereto shall be adjusted to exclude any significant sums by which Forward Pinellas determines the AGREEMENT price was increased due to inaccurate or incomplete factual unit costs. All such AGREEMENT adjustments shall be made within one (1) year following the end of the AGREEMENT.

Lobbying. In connection with this AGREEMENT, the CONSULTANT is required to complete Exhibit E "Certification Regarding Lobbying."

Debarment, Suspension, and Other Responsibility Matters. In connection with this AGREEMENT, the CONSULTANT is required to complete Exhibit F "Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions."

10. Prohibition Against Contingent Fee

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

11. Default and Termination

If the CONSULTANT fails to keep or perform any of the terms, covenants, conditions or provisions in this Agreement that the Auditor is required to keep or perform, other than the requirement to abide by the Immigration Reform and Control Act of 1986 as referenced in Section 17 herein, then within fifteen (15) days of Forward Pinellas becoming aware of the default, Forward Pinellas shall notify the CONSULTANT of the default and demand the default to be cured. Upon receipt of said notice, the CONSULTANT shall have fifteen (15) days from the date of the receipt to cure said default. Forward Pinellas shall have the right to temporarily withhold payment pending correction of any identified deficiencies or disallow funding for all

or part of an activity not in compliance with this AGREEMENT. All defaults shall be cured at the sole cost of the CONSULTANT.

Upon the CONSULTANT's failure to cure such default, Forward Pinellas may immediately terminate this AGREEMENT and may seek any and all such other remedies available in law or equity. Failure to elect any of the available remedies upon the occurrence of any default shall not operate as a waiver of any further election of remedies.

12. Title VI and Disadvantaged Business Enterprise Program

The CONSULTANT, including its subconsultants, will not discriminate on any basis, as required by 49 USC 5332 (which prohibits discrimination on the basis of race, color, creed, national origin, sex or age in employment or business opportunity), Title VI of the Civil Rights Act of 1964, as amended, 42 USC 2000d through 2000d-4, and Title 49 CFR, Part 21, or any other protected class as defined by state or federal law.

If utilizing subconsultants, the CONSULTANT agrees, in accordance with 49 CFR Part 26 that certified Florida Department of Transportation (FDOT) Disadvantaged Enterprise Program (DBE) participants have an equal opportunity to receive and participate in FDOT assisted contracts.

13. Assignment

The CONSULTANT shall not assign or transfer its interest in this AGREEMENT without the written consent of Forward Pinellas.

14. Fiscal Funding

Forward Pinellas, in both its roles as the MPO and PPC, is a bona fide agency of the State of Florida with its fiscal year ending on September 30 of each calendar. If Forward Pinellas does not have appropriate sufficient funds to continue making the payments required under this AGREEMENT or any of its agreements for any fiscal year subsequent to the one in which this AGREEMENT is executed or entered into, including but not limited to the result of the receipt of insufficient funds from the Florida Department of Transportation or Federal Highway Administration, then this AGREEMENT shall be terminated effective upon expiration of the fiscal year in which sufficient funds were last appropriated, without penalty or expense to Forward Pinellas. In this event, Forward Pinellas shall not be obligated to make any further payments due beyond said fiscal year.

15. Observance of Laws

The CONSULTANT agrees to observe, comply with and execute promptly at its expense during the term hereof, all laws, rules, requirements, orders, directives, codes ordinances, and regulations of any and all governmental authorities or agencies, of all municipal departments, bureaus, boards and officials, of all County, State, and Federal boards and agencies, and of insurance carriers. The CONSULTANT specifically acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, located at 8 U.S.C. Section 1324, et. seq, and regulations relating thereto. Notwithstanding Section 12 herein, failure to comply with this provision of this AGREEMENT shall be considered a material breach and shall be grounds for immediate termination of this AGREEMENT, without an opportunity to cure.

16. Independent Consultant

The CONSULTANT acknowledges that it is functioning as an independent consultant in performing under the terms of this AGREEMENT, and it is not acting as an employee or agent of Forward Pinellas.

17. Severability

If any provision of this AGREEMENT is held invalid, the remainder of the AGREEMENT will not be affected thereby, and all other parts of this AGREEMENT will remain in full force and effect to the extent permitted by law, unless the severance renders the remainder of the AGREEMENT impossible to perform.

18. Waiver

Waiver of one or more covenants or conditions of this AGREEMENT shall not be construed as a waiver of a subsequent breach of the same covenant or conditions, and the consent or approval of any act requiring consent or approval shall not be construed as consent or approval to or of any subsequent similar act.

19. Entire Agreement

This AGREEMENT represents, together with all Exhibits, the entire written AGREEMENT between the Parties and supersedes all prior communications and proposals, whether electronic, oral, or written between Forward Pinellas and the CONSULTANT with respect to this AGREEMENT. This AGREEMENT may be amended only by written instrument signed by both Forward Pinellas and the CONSULTANT.

20. Notice and Contacts

All notices required by law and by this AGREEMENT to be given by one party to the other shall be in writing and shall be sent to the following respective addressees:

Forward Pinellas:
Whit Blanton, FAICP, Executive Director
310 Court Street
Clearwater, Florida 33756
Wblanton@forwardpinellas.org

CONSULTANT:
Matthew Rufo, AICP
1307 Oretha Castle Haley Blvd, Suite 201
New Orleans, LA 70113
matt@asakurarobinson.com

If a different representative is designated after the execution of this AGREEMENT, notice of the new addresses will be made in writing.

21. Conflict of Interest

By accepting award of this AGREEMENT, the CONSULTANT, which shall include its Executive Directors, officers and employees, represents that it presently has no interest in and shall acquire no interest, either

directly or indirectly, in any business or activity which would conflict in any manner with the performance of services required hereunder, including as described in the CONSULTANT's own professional ethical requirements. An interest in a business or activity which shall be deemed a conflict includes, but is not limited to, any direct or indirect financial interest in any of the material and equipment manufacturers, suppliers, distributors, or consultants who will be eligible to supply material and equipment for the AGREEMENT for which furnishing its services is required hereunder.

The CONSULTANT further covenants and agrees that, when a former Forward Pinellas employee is employed by the CONSULTANT, the CONSULTANT will require that strict adherence by the former employee of, Section 112.3185, Florida Statutes, is a condition of employment of said former employee. These Statutes will by reference be made a part of this AGREEMENT as though set forth in full. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this AGREEMENT.

If, in the sole discretion of Forward Pinellas's Executive Director or designee, a conflict of interest is deemed to exist or arise during the term of the AGREEMENT, Forward Pinellas's Executive Director or designee may cancel this AGREEMENT, effective upon the date so stated in the Written Notice of Cancellation, without penalty to Forward Pinellas.

22. Final Closeout

Forward Pinellas may perform a final audit of the records of the CONSULTANT to support the compensation paid to the CONSULTANT under this AGREEMENT. The audit would be performed as soon as practical after completion and acceptance of all contracted services. The final payment to the CONSULTANT may be adjusted for audit results.

23. Governing Law and Agreement Execution

The laws of the federal government and the State of Florida shall govern this AGREEMENT. Proper venue shall be in Pinellas County, Florida, or nearest location having proper jurisdiction.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed, the last day and year written below.

FORWARD PINELLAS

Attest:

By: _____
Whit Blanton, FAICP
Forward Pinellas Executive Director

By: _____
Dave Eggers, Chair
Forward Pinellas

Date:

Approved as to form:

By: Chelsea Hardy
Chelsea Hardy

Assistant County Attorney

CONSULTANT: Keiji Asakura, Asakura Robinson

Attest:
Date: 08/24/2020

Exhibit A: Scope of Services

Forward Pinellas planning efforts generally fall within five related categories: multimodal transportation planning and analysis, economic analysis, communications and public involvement, urban design and land use and redevelopment. Example Forward Pinellas planning efforts include, but are not limited to:

- Multi-modal corridor studies
- Site planning and area master plans
- Feasibility studies
- Market assessments
- Complete Streets concept plans
- Bicycle, pedestrian, trail and micro-mobility planning
- Design and implementation of Vision Zero efforts
- Community outreach, engagement and facilitation
- Storytelling
- Visualization
- Land Use analysis
- Transportation plans
- Transit oriented development
- Performance and trend measurement and reporting
- Historic preservation and development review

CONSULTANT submitted a proposal to the Forward Pinellas #20-01 Planning Consultant procurement for the above services recognizing the CONSULTANT's ability to perform certain specialized services or a range of services, as outlined on the following pages. Planning consultant services may range across the general Forward Pinellas planning categories or be focused on a subset within them.

The following excerpts from the CONSULTANT's written proposal provide support for the services the CONSULTANT is able to provide. The full proposal, including written proposal and presentation, may be used to support the Scope of Services.

Our Experience

Multi-modal Corridor Studies

While our team's subject area specialties are diverse, we are united by a passion for creating transit-oriented communities that foster street life and encourage active transportation. We plan for and design balanced corridors that accommodate multiple modes of travel, carefully considering and synthesizing a range of inputs, including public priorities; land use patterns; economic conditions; bicycle, pedestrian, and transit demand; and social disparities.

Asakura Robinson has served a range of clients - including cities, counties, regional governments, transit agencies, and nonprofit institutions - in a variety of projects, from long-term strategic plans that put forth a bold vision for prioritizing transit in the public-right-of-way, to the implementation of tactical network redesigns. We understand that transit serves riders best when it is fast, frequent and reliable, and we know how critical appropriate street design is to meet these objectives. We also recognize the challenges of accommodating conflicts between cyclists and frequent busses on the same street. Beyond the curb, we understand the key principles of transit-oriented design including land use regulations and building design guidelines that together foster a convenient, safe, and attractive environment for all users.

In November 2019 after eleven months of study, we completed the Imagine Plank Road: Plan for Equitable Development, which seeks to leverage the concurrent introduction of bus rapid transit service and the land banking of adjudicated and blighted parcels. Understanding the corridor's deep-seated socioeconomic and physical challenges through an existing conditions analysis and the community's strong sense of civic pride, cultural identity, and entrepreneurial spirit through several months of intense engagement of people of all ages and backgrounds, represents an unprecedented level of investment targeting some of Baton Rouge's most disinvested neighborhoods.

During our visioning process for the Washington Avenue Livable Centers Study, we engaged stakeholders in a variety of ways, from open houses to online platforms, to civic clubs and subject-specific workgroups in addition to multimodal tours of the study area by bike, walking, or transit and during a weekend-long pop-up demonstration showcasing possible uses of vacant space along the avenue. All of the input gathered during these efforts was used to inform the conceptual framework that provided the base for future recommendations to improve the livability of the corridor. Although the Livable Centers Study was completed in 2013, subsequent design work has resulted from a strong working partnership with the Houston- Galveston Area Council and our firm developed the Washington Avenue Pattern Book to provide design guidance for the public realm and private development in 2017.

Site Planning and Area Master Plans

Asakura Robinson brings extensive experience creating neighborhood-scale plans that reach consensus among multiple stakeholders and accelerate implementation. Small area revitalization is at the core of our planning services. Over the past decade, we have worked with numerous neighborhoods and districts, many over a number of years, to establish and achieve challenging visions. We develop small area plans and design guidelines that guide land use and reinvestment to provide for cohesiveness and preservation of existing character, while working with the community to ensure new development fits its vision.

Asakura Robinson's work often focuses on assisting urban communities with plans that lift up community assets, culture, and economic potential while working to mitigate quality of life and affordability issues for residents. Our approach emphasizes linked efforts that leverage new resources for growth and development, while ensuring that existing residents enjoy and benefit from the change that results.

We believe that implementation happens when plans reflect a community's core values and visions. As such, we understand the importance of aligning our work with other ongoing efforts. Our team ensures implementation through deep community and stakeholder engagement, economic feasibility analysis, and clear, prioritized recommendations with identified "lead" stakeholders and funding strategies. Our public engagement strategy spans a number of meeting formats and methodologies in order to ensure that we reach the many constituencies that spend time in the study area and the District each day. We combine traditional evening public meetings with lunch-and-learns that attract employers and employees in the area, or business owner focus groups, and work to go where people are by distributing information at community events and at locations.

Our recent experience with downtown, neighborhood, subarea, and site plans includes work on smaller districts, such our roles as the prime consultant for the Walker Lake Revitalization Plan in St. Louis Park, Minnesota, as well as downtown-based planning efforts such as our role as the prime consultant on Plan Downtown, a 20-year development framework for Downtown Houston.

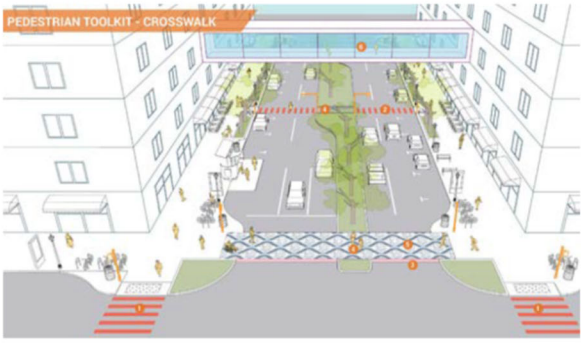
We also frequently work on small area plans for Metropolitan Planning Organizations, such as the Houston-Galveston Area Council, where we have been involved with nine of their Livable Centers small area plans, a majority of them as the prime consultant. These projects represent the range of our work in this category, from 5-6 month plans with total fees of around $50,000, to major 9-12 month processes with fees upward of $800,000. We are comfortable adjusting to a range of budgets, scopes, and scenarios.

Complete Streets, Alternative Transportation and Vision Zero

Our team offers significant expertise in retrofitting automobile-oriented roadways into "complete streets" across the U.S. We plan and design streets that give people real choices for mode of travel; that reflect the unique character of their neighborhoods; and that promote economic development. We also understand the need to mitigate traffic congestion issues through data-driven design and planning. Using carefully crafted engagement methods and shared experiences as a base, our planners apply a deep knowledge of other aspects of urban design, planning, engineering and landscape architecture to craft innovative street design solutions that meet the needs of all road users. Ultimately, we believe providing a safe, convenient and interesting walking environment is the most critical function of cities, and a necessary strategy to improve community health and prosperity.

Congress Avenue Urban Design Initiative, Austin, TX

Whether for corridor studies, small area plans, project site plans, or countywide strategies, we frequently design complete street concepts in plan-view, section, and in three dimensions to illustrate proposed ideas to broad audiences, relying on the latest guidance from the National Association of City Transportation Officials, the Institute of Transportation Engineers, and the American Association of State Highway and Transportation Officials. Recognizing that communities and some public agencies may have difficulty accepting change, we listen carefully to stakeholder concerns about the impact of changes on individual users (and user groups) ability to access the places they need to go, and work toward design solutions that meet the needs of streets' many diverse constituents. These include commuters, people with disabilities, transit riders, cyclists, businesses, delivery drivers, and so forth.



Parkland Health and Hospital System Parking / Traffic Study, Dallas, TX

Among our exemplary complete streets and roadway safety projects are the Parkland Health and Hospital System Parking and Traffic Study, in which we developed a walkability toolkit that provides a menu of strategies that aim to reduce mode conflict and enhance safety for all road users. Streetscape projects include the Congress Avenue Urban Design Initiative as well as North and South Lamar Transit Corridors in Austin; and Lyons Avenue, Washington Avenue and Houston Avenue Streetscape in Houston.

Community Outreach, Engagement, and Facilitation

Asakura Robinson is well known for taking on projects in challenging contexts. A robust toolkit of traditional and outside-the-box public engagement strategies is key to our success. Our approach to engagement seeks to build capacity and ensure that the ownership of the plan lies with the community. By working closely with stakeholders and community members, our public engagement methods spark ideas, build partnerships, and serve as a catalyst to implementation. We are also committed to equity in the engagement process, realizing that representation during the process that mirrors the communities being planned for is an essential component.

We design outreach efforts to meet the target stakeholders where they are, and lower the barriers to participation for all members of the public, whether they are area residents, workers, visitors, or other user groups. We make a point of walking the streets and plugging into existing community events, using social media and digital outreach platforms, and organizing tactical demonstration projects like "better block." These proactive methods help us to reach communities and age groups that may not otherwise participate in planning processes, develop a greater consensus on project goals and recommendations, and build momentum towards implementation.

Project: SoulY Austin District Visioning Planning and Design

Location: Austin, TX

ACTIVITY: SMALL BUSINESS ENGAGEMENT

Business owners were invited to go on walking tours to discuss the needs for their respective districts, as well as meetings where business owners discussed strategy and design for their district

Storytelling & Visualization

Our planning work often utilizes storytelling to relay vision, plan for the future, and cultivate community buy-in for our clients' initiatives. Our staff of planners and designers bring backgrounds in journalism, illustration, film, and literature that support our more technical planning work, ensuring planning efforts are relevant and understandable to a broad range of audiences.

For example, storytelling is a key component of our work on the Souly Austin Business District Formation program, in which we have helped the City of Austin create six business districts and accompanying 5-year strategic plans for each district. We craft storylines that sell the district to potential visitors and customers, while responding to business community needs such as improvements, placemaking, and branding.

SoulY Austin, Austin, TX

On a larger scale, our work on Plan Downtown, a 20-year development framework for Downtown Houston, utilized storytelling to bring stakeholders into the process by framing them as both key players in the success of downtown Houston thus far, and key components of its future shared vision. Our team managed a 160-person stakeholder committee for this project, weaving together threads of vision from a variety of sources, including political figures, social services agencies, and residents themselves. The result was a document that resembles a magazine, telling the story of the next 20 years of downtown Houston.

Our firm takes pride in the visual quality of our work. Strong graphic design and illustrative drawings are invaluable to explaining complex ideas in a way that is engaging and accessible to a broad audience. Our core experience includes architectural graphics, mapping, wayfinding and branding design, and graphic design for an array of print and digital mediums. In addition to holding high graphic standards for our own projects, we have also been hired as graphic designers by several organizations to create compelling maps, document layouts and wayfinding signage.

Transit Oriented Development

Encouraging transit-oriented development requires knowledge not only of transportation and urban design but also land and transit economics, as well as land use policy. We understand the key principles of transit oriented design including pedestrian and bicycling facility design, land use and density regulations, and building design guidelines that together foster a convenient, safe, and attractive environment for all users. We combine this with a strong understanding of constraints on TOD, such as higher costs of construction and the need for public subsidies for TOD that meets broader public goals, such as housing affordability and small business access to markets. We also understand that placemaking plays a large part in the success of these plans, especially in communities used to auto-dominated transit, offering "insurance" to agencies that new modes will be used and well-loved.

Asakura Robinson's team members have completed transit-oriented development planning efforts for HousingNOLA, Build Baton Rouge and Houston METRO. Our Metro Bike-and-Ride project, meanwhile, was a successful study that created metrics and designs for transit stops and stations that enabled greater bicycle connectivity to the Houston transit system. Our New Orleans office also worked with the Greater New Orleans Housing Alliance on an implementation study for the 10- year HousingNOLA Plan that focuses on enabling transit-oriented development within New Orleans neighborhoods. Policy recommendations stemming from these processes have included new overlay districts in Baton Rouge, changes to future land use map designations and zoning classifications in New Orleans, and streetscape design guides in Houston, Texas.

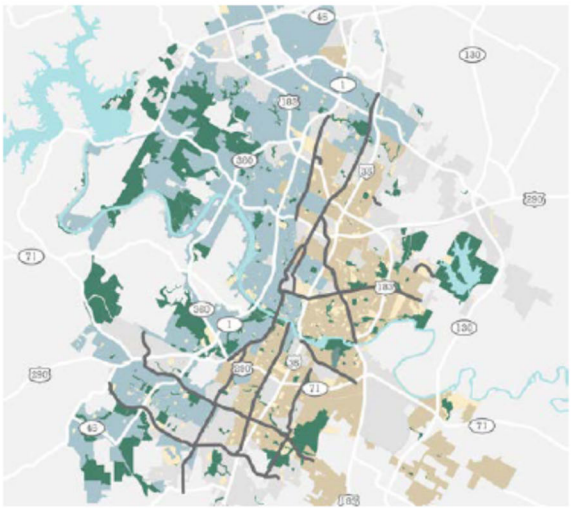
Westchase District Livable Centers, Houston, TX

Housing and Community Development

Our team members have experience with city- and county-wide housing plans and fair housing education programs, such as the ongoing HousingNOLA process in New Orleans. We understand how property values, insurance markets, historic housing stock, and economic growth combine to create unique housing markets that can be "tipped" through public-sector interventions that incentivize private market action. Our staff also has experience working with CDCs and establishing community land trusts to ensure the provision of affordable housing that allows for revitalization without displacement.

Asakura Robinson has completed housing plans in urban areas that face many of the same challenges as Pinellas County cities and neighborhoods: from market change and gentrification issues to areas that need to upgrade older housing stock to better attract new residents and families, to areas that are seeking to implement housing policy toolkits that promote added affordability for their workforce. Our work often assists low- to moderate-income urban communities with plans that lift up community assets, culture, and economic potential while working to mitigate quality of life and affordability issues for residents. For example, our team brings extensive experience with planning and implementation of community land trusts that provide a stock of permanently affordable housing. In areas that experience significant new investments in green space, commercial corridors, and new development, CLTs can act as a moderating force on housing cost increases and ensure that existing residents can play, work, and live in their neighborhood in the future.

In addition, we recognize that culture and vernacular play a large role in whether communities buy in to new ideas. We ground our planning in observation and interaction with community members and stakeholders to ensure that the community remains familiar and welcoming to long-time and new residents. Our strategies provide a strong vision, connect residents to opportunity, and respect their neighborhood's look and feel.



Austin Strategic Housing Blueprint Implementation Plan, Austin, TX

Climate Mitigation and Adaptation

Asakura Robinson considers climate mitigation and adaptation as a core consideration in all of our planning and design work, and our experience demonstrates a range of timelines and project outcomes that can be completed on this topic. While we employ the perspective of climate mitigation as a lens for all our planning projects, our Urban Ecology studio specifically focuses on these issues, and has completed many projects related to climate change resiliency at multiple scales. Our work on Resilient Houston demonstrates our ethos and practice at a large scale. This body of work defines resilience as the ability to survive, adapt, and thrive in the face of any shock or stress. This specifically includes a type of holistic thinking that sees economic, social, and environmental resilience as inextricably tied to one-another.

Our team also thrives on data and community-driven processes that increase the level of rigor with which we make decisions and prioritize design and planning interventions related to climate mitigation. Recently, a number of our projects, including the Healthy Parks Plan for Travis, Bastrop, and Caldwell Counties and the Pasadena Healthy Parks Plan, have utilized mapping suitability analyses in ArcGIS to more rigorously analyze over 60 different social, environmental, health, climate, and land use variables to determine priority sites for public investments where they will most positively impact vulnerable communities and ecosystems. Climate plans must not only be data-driven, but also take into consideration the values of the communities most affected by climate change. Our rigorous data collection and mapping processes evaluate current and future conditions of urban areas and how they will change as a result of climate change, including future predictions of hotter temperatures and urban heat islands, increased flooding, and the presence of invasive species. We supplement this data collection and analysis with rigorous communitywide engagement work to understand how residents are affected by climate change. This complementary scientific and empathet.. approach drives the creation of new knowledge to fill gaps in our local understanding to help answer the question: "How can the identity of Pinellas County communities evolve national best practices for climate-resilient design to drive a unique and culturally-relevant experience?"

Our work on Vision Galveston also looked holistically at the long-term vision for a thriving economy, ecosystem, and community similar to Resilient Houston. We looked rigorously at how a coastal community could better connect the local ecology to public spaces. This plan made recommendations for creating design guidelines and development standards rooted in the coastal ecosystem to eliminate the sterile and standardized approach that parks, right-of-ways, and other public and private landscapes were treated with. This specifically tied ideas around how we conserve natural assets on the urban periphery to how we create urban green infrastructure networks that are also part of a larger system that functions to improve both quality of life and the quality of the local ecosystem.

Our wrap-around approach to climate planning, including high-level, holistic visioning, rigorous data- and community-informed analysis, and finally, neighborhood and site-scale design leads to thoughtful processes that connect across scales. Our work on St. Anthony Green Streets is a testament to how large-scale planning principles manifest in site-scale design that reduces localized flooding, improves water quality, provides beautiful parks assets and improved streets, and increases biodiversity and urban heat island mitigation at a neighborhood scale.

Exhibit B: Rate Schedule

Classification	**Low ($)**	**High ($)**
Chief Professional/Project Director	160	295
Project Manager	135	240
Senior Professional	115	220
Project Professional	90	180
Professional	70	140
Senior Specialist	185	400
Specialist	120	230
Senior Technician	70	165
Technician/Analyst	55	110
Secretary/Clerical	55	110

Rate ranges are fully loaded (include overhead, fringe benefits, facility capital cost, operating margin etc.) and apply to the CONSULTANT and any subconsultant(s) the CONSULTANT may use.

Exhibit C: Certificate of Insurance and Insurance Requirements, Minimum Insurance Requirements

Prior to the time the CONSULTANT is entitled to commence any part of the project, work, or service under this agreement, the CONSULTANT shall procure, pay for and maintain at least the insurance coverage limits specified below. Said insurance shall be evidenced by delivery to Forward Pinellas of: 1) a Certificate of Insurance executed by the insurers listing coverages and limits, expiration dates, and terms of policies and all endorsements whether or not required by Forward Pinellas, and listing all carriers issuing said policy; 2) a copy of each policy, including all endorsements listed below. The insurance requirement shall remain in effect throughout the term of this agreement.

1. Workers' compensation limits are required by law; employers' liability insurance of not less than $500,000 for each accident.
2. Comprehensive general liability insurance including, but not limited to, independent contractor, contractual, premises/operations, products/completed operations, and personal injury covering the liability assumed under indemnification provisions of this Agreement, with limits for liability for personal injury and/or bodily injury, including death, of not less than $1,000,000 combined single limits. Coverage shall be on an "occurrence" basis.
3. Professional liability insurance from management consultant errors and omissions liability insurance including but not limited to, general accounting, feasibility analysis, cost analysis with minimum limits of $1,000,000 per occurrence if Occurrence Form is available; or Claims Made Form with "tale coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tale coverage" to be submitted with the invoice for final payment. In lieu of "tale coverage," the CONSULTANT may submit annually to Forward Pinellas current Certificate of Insurance proving claims made insurance remains in force throughout the same (3) years. Any failure to comply with the provisions of this paragraph will be considered a material breach of this Agreement.
4. Comprehensive automobile and truck liability covering owned, hired, and non-owned vehicles with minimum limits of $1,000,000 each occurrence, and property damage of not less than $1,000,000 each occurrence. (Combined single limits of not less than $1,000,000, each occurrence, will be acceptable unless otherwise stated.) Coverage shall be on an-occurrence basis, such insurance to include coverage for loading and unloading hazard. Each insurance policy shall include the following conditions by endorsement to the policy:
    a. Companies issuing the insurance policy, or policies, shall have no recourse against Forward Pinellas for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of the CONSULTANT.
    b. The term Forward Pinellas shall include all authorities, boards, bureaus, commissions, divisions, departments, committees, and offices of Forward Pinellas and individual members, employees thereof in their official capacities, and/or while acting on behalf of Forward Pinellas.
    c. Forward Pinellas shall be endorsed to the required policy or policies as an additional insured exclusive of professional liability insurance and workers' compensation insurance.
    d. The policy clause "other insurance" shall not apply to any insurance coverage currently held by Forward Pinellas to any such future coverage or to Forward Pinellas' self-insured retention or whatever nature.
5. The CONSULTANT hereby waives subrogation rights for loss or damage against Forward Pinellas.

Exhibit D. Truth in Negotiation Certificate

In compliance with this Agreement dated _____, between Forward Pinellas and the CONSULTANT, the CONSULTANT herewith certifies that:

1. The rates of compensation and other factual unit costs supporting the compensation are accurate, complete, and correct at the time of contracting.
2. Any and all limitations on current or future years' contract fees, including any arrangements under which fixed limits on fees will not be subject to reconsideration if unexpected accounting issues are encountered, are disclosed herein.
3. Any and all services to be provided under the above-referenced AGREEMENT at rates or terms that are not customary are described herein.

Annual maximum compensation rate is as specified this AGREEMENT.
Standard compensation rate for this type engagement is as negotiated.

_____
CONSULTANT

By: Keiji Asakura
Date: 08/24/2020

Exhibit E. Public Entity Crimes Certificate

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A). FLORIDA STATUTES ON PUBLIC ENTITY CRIME

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to __Forward Pinellas_____

By: __Keiji Asakura, President_____
(print this individual's name and title)

For: __Asakura Robinson Company LLC_____
(print name of entity submitting statements)

whose business address is: _2500 Summer Street, Suite 3228, Houston, Texas 77007_____

and if applicable whose Federal Employer Identification Number (FEIN) is: _20-0948652____

If the entity has no FEIN, include the Social Security Number of the individual signing this sworn Statement:

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(a), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state or with the United States including, but not limited to any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a Jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

A. A predecessor or successor of a person convicted of public entity crime; or
B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or

services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

__x__ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months.

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months.

AND (Please indicate which additional statement applies).

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. However, there has been a subsequent proceeding before a Hearing Officers of the State of Florida, Division of Administrative Hearings and the Final Order by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attached is a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED AND FOR THE PERIOD OF THE CONTRACT ENTERED INTO, WHICHEVER PERIOD IS LONGER. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

City of __Houston_____

STATE OF ~~FLORIDA~~ TEXAS

Sworn and subscribed before me this _24th_ day of _August_ , 2020 by Keiji Asakura

__x__ Who is Personally known to me

_____ Or who produced identification
(Type of Identification)

(Signature) Notary Public—State of ~~Florida~~ Texas

(Printed, typed or stamped commissioned name of notary public)

My commission expires 07/14/2023

(SEAL)

HAYLEY PALLISTER
My Notary ID # 130294518
Expires July 14, 2023

Exhibit F: Certificate Regarding Lobbying
49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq .)]
(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

The CONSULTANT, (name), certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

_____ (signature)

Print Name: Keiji Asakura

Title: President

Date: 08/24/2020

Exhibit G: Certificate Regarding Debarment, Suspension and Other Responsibility Matters – Primary Covered Transactions

(1) The prospective primary participant hereby certifies to the best of its knowledge and belief, that it and its principals:

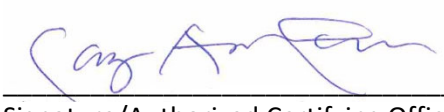
(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses listed in paragraph (b) of this certification; and

(d) Have not, within a three-year period preceding this certification, had one or more public transactions (federal, state or local) terminated for cause or default.

(2) The prospective primary participant also hereby certifies that if, later, it becomes aware of any information contradicting the statements of paragraphs (a) through (d) above, it will promptly provide that information to the U.S.D.O.T.



Signature/Authorized Certifying Official Typed Name and Title

Asakura Robinson Company LLC — 08/24/2020

Applicant/Organization — Date Signed