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 S&ME, Inc. (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 an 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 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 modification of the deliverables or their reuse on another project by Forward Pinellas without the approval of Consultant shall be at Forward Pinellas' sole risk and without liability to Consultant.

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

To the extent caused by Consultant's negligence, 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:
Patricia Tyjeski, AICP
1615 Edgewater Drive, Suite 200
Orlando, FL 32804
ptyjeski@smeinc.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: _____ By: _____

Whit Blanton, FAICP
Forward Pinellas Executive Director

Dave Eggers, Chair
Forward Pinellas

Date:

Approved as to form:

By: _____
Chelsea Hardy
Assistant County Attorney

CONSULTANT

Attest:

_____
Leonard E Arnold, Jr.
Vice President/P&D Business Unit Director

Date: __8/25/2020____

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.

FIRM UNDERSTANDING:

We understand that Forward Pinellas unified the Pinellas Planning Council (PPC) and Pinellas County Metropolitan Planning Organization (MPO) into a single agency. The mission of the agency is to align resources and plans to achieve a compelling vision for Pinellas County, the individual communities and the region. That vision is set in the Advantage Pinellas Plan and the 2019 Countywide Plan. Based on the direction established on those two documents, Forward Pinellas wishes to work with consultants in various areas generally grouped under five major categories: ***multimodal transportation planning and analysis, economic analysis, communications and public involvement, urban design and land use/redevelopment***. S&ME excels on all those categories. The following are the types of work where we know Forward Pinellas needs help, how we can help, and examples of how we have helped other communities with the same type of work.

1. **Transportation Corridors/US 19 corridor** – We understand Forward Pinellas already completed a vision for this north-south corridor traversing Pasco and Pinellas counties. Substantial investment has been put toward making this corridor safer. However, there are still concerns with the amount of crashes, lack of accessibility for pedestrians, bicyclists and transit users, and the economic impact of the improvements on adjacent commercial sites. Forward Pinellas would like to focus on achieving a coordinated land

use and transportation strategy. We also understand that Forward Pinellas plans on hiring a planner to oversee the development of other transportation corridor plans.

- At S&ME, the inextricable link between transportation and land use is at the heart of our practice. This is reflected in our approach to corridor planning which also highlights the economics of mixed-use development. One recent example of such work was the ***Curry Ford Road Corridor Vision Plan*** we prepared for the City of Orlando (see project summary in the Relevant Experience section).
- S&ME serves as the lead consultant for one of two FDOT District 1 Corridor Planning/Complete Streets contracts. In that capacity, we are helping the FDOT and the Cities and Counties with District 1, better understand the inextricable link between transportation and land use decisions. Our assignments have included visioning workshops and studies seeking to improve the safety, mobility, access and quality of life along state corridors throughout Southwest Florida.

2. **Mobility/Beach Community Access** – We understand the dilemma of managing the presence of 15 million tourists in an area that houses permanent residents who expect to be able to mobilize themselves in their communities. They need to get to their jobs or schools but are bogged down by the tourist traffic in no hurry to get to their destination.
    - Every community is unique, but one common denominator in Florida is tourism and its impact on our every-day residents. We have been helping the ***City of St. Augustine***, home to about 14,000 residents but visited by more than six million visitors per year, with the development of a ***Citywide Mobility Plan*** (see Relevant Experience section) to improve transportation options throughout the City and accommodate the day-to-day needs of residents, businesses, and peak period demands generated by the tourism industry.
3. **Plan Implementation** – **Gateway/Mid-County Master Plan** – Forward Pinellas undertook this effort with funding from local governments and FDOT. Forward Pinellas needs help from consultants to implement this Plan. We agree that once plans like this one is completed, they cannot be filed and forgotten. Implementation is imperative. S&ME understands how regional Master Plans are implemented through local agency planning and projects.
    - S&ME recently updated the ***City of Pinellas Park's Community Redevelopment Plan***. This Plan update included coordination with Forward Pinellas and incorporated several of the ***Gateway/Mid-County Master Plan's long-term development objectives***. Objectives addressed in the Pinellas Park CRA Plan update included increasing residential densities and non-residential intensities along commercial corridors to support increased transit services and providing for alternative modes of travel through the installation of complete streets and other public realm improvements (sidewalks, paths, open spaces) to improve safety. The City of Pinellas Park was recently awarded two ***Forward Pinellas*** planning grants for ***Transportation Alternatives and Planning and Placemaking*** to facilitate the implementation of the improvements identified in the Pinellas Park CRA Plan update.
    - Through a continuing services contract with Manatee County, we assisted the County drafting changes to policy and regulations to ensure the revitalization of the ***Manatee County Urban Core***. Numerous studies had been completed over the years, but development continued to shift to near the interstate, where it was easier and less expensive to develop. All the previous studies conducted for this area had the same recommendations: allow mixed-use, increase densities and intensities, and address the urban form. S&ME drafted changes to the Comprehensive Plan and Land Development Code to incentivize redevelopment in a way that would help make the area more attractive and affordable. Incentives were put in place for

affordable housing, vertical mixed-use, reduced parking surfaces, and other areas the County wanted to implement.

4. **Traffic Impact Analysis/Transportation Management Plans** – Forward Pinellas assists local governments with the review of traffic impact analyses, and in some instances with the preparation of transportation management plans to mitigate proposed plans.
    - We have assisted development review staff from various jurisdictions (e.g. Town of Oakland and City of Daytona Beach) with the review of traffic impact analyses submitted in conjunction with development plans. We also assist our clients with the development of transportation assessments, whether in conjunction with a future land use map amendment or to determine the impact of changing densities and intensities in certain FLU categories.
5. **Complete Streets** – We understand that Forward Pinellas has a complete streets policy but it is not the implementing agency for complete streets. The agency, however, provides funding to the local jurisdictions for complete street projects and requires them to utilize the agency's consultants to develop concept plans.
    - As mentioned earlier and explained in more detail in the Relevant Expertise section, we are the ***continuing services consultant to FDOT District 1 for complete streets projects***. We also helped Manatee County ***implement their complete streets policy*** by adopting complete streets standards in their Public Works Manual. We also have numerous examples of conceptual plans, design and implementation of complete street projects in Florida. We are committed to helping communities that adopt a ***Vision Zero*** goal. We have assisted the City of Orlando, a designated Vision Zero City, with several complete street design projects (e.g. Livingston Street, Curry Ford Road, Division Avenue). We look forward to helping jurisdictions in Pinellas County become Vision Zero communities.
    - S&ME recently updated the ***City of Pinellas Park's Community Redevelopment Plan***. This Plan update included two complete street projects (78th Avenue and 72nd Avenue) and a streetscape project (49th Street) to address improving mobility alternatives and public safety within the Community Redevelopment Area. The installation of complete street and other public realm improvements can encourage private sector investment in targeted areas.
6. **Resiliency/Climate Change** – Forward Pinellas completed the vulnerability assessment of the transportation network but may need assistance addressing the land use side and private property rights.
    - We have helped the cities of Melbourne, Fort Pierce and Cocoa incorporate policies in their plans to address sea level rise/ peril of flood.
7. **Redevelopment** – Pinellas County is home to numerous golf courses, and just like many other communities around the state, is struggling to address the future of such uses as they struggle with declining revenues and depreciation. Some of these courses have converted to other uses causing an uproar from residents who paid premium dollars for the use or the view that such lands provide. Forward Pinellas wishes to research other communities around the country to determine the best course of action.
    - Whether it is a golf course that is being converted to a different use, or a big-box retail property that has remained vacant for years, S&ME can help conduct economic feasibility studies and potential redevelopment scenarios for those sites. When preparing studies for our clients, we always like to include a section on best practices. We select a number of communities around the state, country of world (as determined by the client) and do extensive research on those. When the City of New Smyrna hired us to reassess their density definition and calculation methodology, we

researched 12 jurisdictions around Florida. For the Orlando South Downtown Complete Streets Master Plan, we investigated numerous communities around the country.

8. **Planning Tools (GIS, Analytics, Visualizations, Scenarios)** – Forward Pinellas assists the local governments with research and studies. Tools such as GIS are widely used for analytics, and more recently, ArcGIS Urban has been used for visualizations.
    - S&ME excels in communicating ideas and explaining concepts to the public through graphics. We invite you to visit the link noted below the figure on this page to see a compilation of our project videos created using Lumion and SketchUp. We have also helped clients visualize the current versus potential development scenarios of sites based on different development standards (with and without density bonuses, for example). Our extensive experience ***preparing and implementing Form-Based Codes*** and ***site plans*** gives us an edge when it comes to visualizing the potential development on a site. Pat's resume details our involvement in preparing form-based codes.

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 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. 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 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.

S&ME, Inc.

By: _____
Leonard E. Arnold, Jr., Vice President/P&D Business Unit Director

Date: __8/25/2020___

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: Leonard E. Arnold, Jr. Vice President/Planning & Design Business Unit Director
(print this individual's name and title)

For: S&ME, Inc.
(print name of entity submitting statements)

whose business address is: 1615 Edgewater Drive, Suite 200, Orlando, FL 32804

and if applicable whose Federal Employer Identification Number (FEIN) is: 56-0791580

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 Orlando

STATE OF FLORIDA

Sworn and subscribed before me this 25th day of August, 2020 by LEONARD E. ARNOLD, JR.

X Who is Personally known to me

_____ Or who produced identification

_____

(Type of Identification)

Elizabeth A. Nax

(Signature) Notary Public—State of Florida

ELIZABETH A. NAX

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

My commission expires

(SEAL)

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: _Leonard E Arnold, Jr._____

Title:____Vice President_____

Date: _____8/25/2020_____

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.

Leonard E Arnold, Jr, Vice President
Signature/Authorized Certifying Official Typed Name and Title

S&ME, Inc. 8/25/2020
Applicant/Organization Date Signed