

PINELLAS COUNTY GOVERNMENT IS COMMITTED TO PROGRESSIVE PUBLIC POLICY, SUPERIOR PUBLIC SERVICE, COURTEOUS PUBLIC CONTACT, JUDICIOUS EXERCISE OF AUTHORITY AND SOUND MANAGEMENT OF PUBLIC RESOURCES, TO MEET THE NEEDS AND CONCERNS OF OUR CITIZENS TODAY AND TOMORROW.



RFP TITLE: Planning Support Services

RFP CONTRACT NO. 178-0356-P

FIRM: S.B. Friedman & Company

SUBAREAS: Economic Analysis

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (“Agreement”) is made as of this ____ day of _____, 201____ (“Effective Date”), by and between Pinellas County, a political subdivision of the State of Florida (“County”), and S.B. Friedman & Company, Chicago, IL (“Contractor”) (individually, “Party,” collectively, “Parties”).

W I T N E S S E T H:

WHEREAS, the County requested proposals pursuant to 178-0356-P (“RFP”) for Planning Support services; and

WHEREAS, based upon the County's assessment of Contractor's proposal, the County selected the Contractor to provide the Services as defined herein; and

WHEREAS, Contractor represents that it has the experience and expertise to perform the Services as set forth in this Agreement.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants, agreements, terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. Definitions.

A. “Agreement” means this Agreement, including all Exhibits, which are expressly incorporated herein by reference, and any amendments thereto.

B. “County Confidential Information” means any County information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law, including, but not limited to, data or information referenced in and any other information designated in writing by the County as County Confidential Information.

C. “Contractor Confidential Information” means any Contractor information that is designated as confidential and/or exempt by Florida’s public records law, including information that constitutes a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information that: (i) becomes public other than as a result of a disclosure by the County in breach of the Agreement; (ii) becomes available to the County on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (iii) is known by the County prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (iv) is developed by the County independently of any disclosures made by Contractor.

D. “Contractor Personnel” means all employees of Contractor, and all employees of subcontractors of Contractor, including, but not limited to temporary and/or leased employees, who are providing the Services at any time during the project term.

E. “Services” means the work, duties and obligations to be carried out and performed safely by Contractor under this Agreement, as described throughout this Agreement and as specifically described in the Statement of Work and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask, service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including costs of bonds and insurance as required herein, labor, materials, equipment, safety equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

2. Conditions Precedent. This Agreement, and the Parties' rights and obligations herein, are contingent upon and subject to the Contractor securing and/or providing the performance security, if required in Section 3, and the insurance coverage(s) required in Section 13, within ten (10) days of the Effective Date. No Services shall be performed by the Contractor and the County shall not incur any obligations of any type until Contractor satisfies these conditions. Unless waived in writing by the County, in the event the Contractor fails to satisfy the conditions precedent within the time required herein, the Agreement shall be deemed not to have been entered into and shall be null and void.

3. Services.

A. Services. The County retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the County, and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto.

B. Services Requiring Prior Approval. Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from Section Manager or Principal Planner.

C. Additional Services. From the Effective Date and for the duration of the project, the County may elect to have Contractor perform Services that are not specifically described in the Statement of Work but are related to the Services ("Additional Services"), in which event Contractor shall perform such Additional Services for the compensation specified in the Statement of Work in accordance with the schedule of rate value attached to this Agreement and incorporated herein as Exhibit C. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.

D. De-scoping of Services. The County reserves the right, in its sole discretion, to de-scope Services upon written notification to the Contractor by the County. Upon issuance and receipt of the notification, the Contractor and the County shall enter into a written amendment reducing the appropriate Services Fee for the impacted Services by a sum equal to the amount associated with the de-scoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.

E. Independent Contractor Status and Compliance with the Immigration Reform and Control Act. Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of County. Contractor 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. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.

F. Non-Exclusive Services. This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the County reserves the right to contract for another provider for similar services as it determines necessary in its sole discretion.

G. Project Monitoring. During the term of the Agreement, Contractor shall cooperate with the County, either directly or through its representatives, in monitoring Contractor's progress and performance of this Agreement.

4. Term of Agreement.

A. Initial Term. The term of this Agreement shall commence on (select appropriate box):

the Effective Date and shall remain in full force and for five (5) years, or until termination of the Agreement, whichever occurs first.

5. Compensation and Method of Payment.

A. Services Fee. As total compensation for the Services, the County shall pay the Contractor the sums as provided in this Section 5 (“Services Fee”), pursuant to the terms and conditions as provided in this Agreement. It is acknowledged and agreed by Contractor that this compensation constitutes a limitation upon County's obligation to compensate Contractor for such Services required by this Agreement, but does not constitute a limitation upon Contractor's obligation to perform all of the Services required by this Agreement. In no event will the Services Fee paid exceed the not-to-exceed sums set out in subsections 5.B. and C., unless the Parties agree to increase this sum by written amendment as authorized in Section 21 of the Agreement.

B. The County agrees to pay the Contractor the not-to-exceed sum of \$200,000.00 for Services completed and accepted as provided in Section 15 herein if applicable, payable at the following hourly rates (select appropriate box):

the hourly rate of \$____; or

the hourly rates set out in Exhibit C attached hereto, upon submittal of an invoice as required herein.

C. Travel Expenses. (Select appropriate box.)

The Services Fee includes all travel, lodging and per diem expenses incurred by Contractor in performing the Services.

The County shall reimburse the Contractor the sum of not-to-exceed \$____ for the travel expenses incurred in accordance with Section 112.061, Florida Statutes, and/or County Travel Policy, and as approved in writing in advance by_____.

D. Taxes. Contractor acknowledges that the County is not subject to any state or federal sales, use, transportation and certain excise taxes.

E. Payments. Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by County. Invoices shall be submitted to (select appropriate box):

the designated person as set out in Section 18 herein;

as provided in Exhibit _____ attached hereto.

For time and materials Services, all Contractor Personnel shall maintain logs of time worked, and each invoice shall state the date and number of hours worked for Services authorized to be billed on a time and materials basis. All payments shall be made in accordance with the requirements of Section 218.70 et seq., Florida Statutes, “The Local Government Prompt Payment Act.” The County may dispute any payments invoiced by Contractor in accordance with the County’s Invoice Payments Dispute Resolution Process established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County’s Dispute Resolution Process.

6. Personnel.

A. Qualified Personnel. Contractor agrees that each person performing Services in connection with this Agreement shall have the qualifications and shall fulfill the requirements set forth in this Agreement.

B. Approval and Replacement of Personnel. The County shall have the right to approve all Contractor Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. Prior to commencing the Services, the Contractor shall provide at least ten (10) days written notice of the names and qualifications of the Contractor Personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, the Contractor shall promptly and as required by the County provide written notice of the names and qualifications of any additional Contractor Personnel assigned to perform Services. The County, on a reasonable basis, shall have the right to require the removal and replacement of any of the Contractor Personnel performing Services, at any time during the term of the Agreement. The County will notify Contractor in writing in the event the County requires such action. Contractor shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the County and shall promptly replace such person with another person, acceptable to the County, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. In situations where individual Contractor Personnel are prohibited by applicable law from providing Services, removal and replacement of such Contractor Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe and the provisions of Section 7. A.1. shall apply if minimum required staffing is not maintained.

7. Termination.

A. Contractor Default Provisions and Remedies of County.

1. Events of Default. Any of the following shall constitute a “Contractor Event of Default” hereunder: (i) Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement; (ii) Contractor breaches Section 9 (Confidential Information); (iii) Contractor fails to gain acceptance of a deliverable per Section 15, if applicable, for two (2) consecutive iterations; or (iv) Contractor fails to perform or observe any of the other material provisions of this Agreement.

2. Cure Provisions. Upon the occurrence of a Contractor Event of Default as set out above, the County shall provide written notice of such Contractor Event of Default to Contractor (“Notice to Cure”), and Contractor shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice.

3. Termination for Cause by the County. In the event that Contractor fails to cure a Contractor Event of Default as authorized herein, or upon the occurrence of a Contractor Event of Default as specified in Section 7.A.1.(iii), the County may terminate this Agreement in whole or in part, effective upon receipt by Contractor of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the County.

B. County Default Provisions and Remedies of Contractor.

1. Events of Default. Any of the following shall constitute a “County Event of Default” hereunder: (i) the County fails to make timely undisputed payments as described in this Agreement; (ii) the County breaches Section 9 (Confidential Information); or (iii) the County fails to perform any of the other material provisions of this Agreement.

2. Cure Provisions. Upon the occurrence of a County Event of Default as set out above, Contractor shall provide written notice of such County Event of Default to the County (“Notice to Cure”), and the County shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the County Event of Default described in the written notice.

3. **Termination for Cause by Contractor.** In the event the County fails to cure a County Event of Default as authorized herein, Contractor may terminate this Agreement in whole or in part effective on receipt by the County of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the Contractor.

C. Termination for Convenience. Notwithstanding any other provision herein, the County may terminate this Agreement, without cause, by giving thirty (30) days advance written notice to the Contractor of its election to terminate this Agreement pursuant to this provision.

8. **Time is of the Essence.** Time is of the essence with respect to all provisions of this Agreement that specify a time for performance, including the Services as described in Exhibits attached hereto; provided, however, that the foregoing shall not be construed to limit a Party's cure period allowed in the Agreement.

9. **Confidential Information and Public Records.**

A. County Confidential Information. Contractor shall not disclose to any third party County Confidential Information that Contractor, through its Contractor Personnel, has access to or has received from the County pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the County Contract Manager or required to be disclosed by law, subpoena or other court or administrative order. All such County Confidential Information will be confidential from the date of disclosure by the County, and discussions involving such County Confidential Information shall be limited to Contractor Personnel as is necessary to complete the Services.

B. Contractor Confidential Information. All Contractor Confidential Information received by the County from Contractor will be held confidential from the date of disclosure by Contractor and discussions involving such Contractor Confidential Information shall be limited to the members of the County's staff and the County's subcontractors who require such information in the performance of this Agreement. The County acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor in the Contractor Confidential Information during and after the term of the Agreement and shall at all times maintain the confidentiality of the Contractor Confidential Information provided to the County, subject to federal law and the laws of the State of Florida related to public records disclosure. Contractor shall be solely responsible for taking any and all action it deems necessary to protect its Contractor Confidential Information except as provided herein. Contractor acknowledges that the County is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and that any of the County's obligations under this Section may be superseded by its obligations under any requirements of said laws.

C. Public Records. Contractor acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the Pinellas County Board of County Commissioners, Purchasing Department, Operations Manager custodian of public records at 727-464-3311, purchase@pinellascounty.org, Pinellas County Government, Purchasing Department, Operations Manager, 400 S. Ft. Harrison Ave, 6th Floor, Clearwater, FL 33756.

10. Audit. Contractor shall retain all records relating to this Agreement for a period of at least five (5) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, County reserves the right to examine and/or audit such records.

11. Compliance with Laws.

Contractor shall comply with all applicable federal, state, county and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including but not limited to laws related to Workers Compensation, Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Minority Business Enterprise (MBE), occupational safety and health and the environment, equal employment opportunity, privacy of medical records and information, as applicable. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

12. Public Entities Crimes

Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to County that Contractor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions state therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

13. Liability and Insurance.

- A. Insurance.** Contractor shall comply with the insurance requirements set out in Exhibit B, attached hereto and incorporated herein by reference.
- B. Indemnification.** Except to the extent that Florida Statute 725.08 applies to Contractor's services, Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as shall have been occasioned by the sole negligence of the County. To the extent that Florida Statute 725.08 is applicable, Contractor's obligations under this section shall be limited as provided in that statute.
- C. Liability.** Neither the County nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the County nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The County shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.
- D. Contractor's Taxes.** The County will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the County in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

14. County's Funding. The Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any County employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the County, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the County for any or all of this Agreement, the County shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify Contractor in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the County.

15. Acceptance of Services. For all Services deliverables that require County acceptance as provided in the Statement of Work, the County, through the Principal Planner or designee, will have ten (10) calendar days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by written notice to S.B. Friedman & Company. If a deliverable is rejected, the written notice from the County will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have seven (7) calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the County, who will then have seven (7) calendar days to review and approve, or reject the deliverable(s); provided however, that Contractor shall not be responsible for any delays in the overall project schedule that result from the County’s failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the County will accept the deliverable(s) in writing.

16. Subcontracting/Assignment.

A. Subcontracting. Contractor is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. Contractor shall not subcontract any work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the County, without the prior written consent of the County, which shall be determined by the County in its sole discretion.

B. Assignment. (Select appropriate box.)

This Agreement, and any rights or obligations hereunder, shall not be assigned, transferred or delegated to any other person or entity. Any purported assignment in violation of this section shall be null and void.

This Agreement, and all rights or obligations hereunder, shall not be assigned, transferred, or delegated in whole or in part, including by acquisition of assets, merger, consolidation, dissolution, operation of law, change in effective control of the Contractor, or any other assignment, transfer, or delegation of rights or obligations, without the prior written consent of the County. The Contractor shall provide written notice to the County within fifteen (15) calendar days of any action or occurrence assigning the Agreement or any rights or obligations hereunder as described in this section. In the event the County does not consent to the assignment, as determined in its sole discretion, the purported assignment in violation of this section shall be null and void, and the County may elect to terminate this Agreement by providing written notice of its election to terminate pursuant to this provision upon fifteen (15) days notice to Contractor.

17. Survival. The following provisions shall survive the expiration or termination of the Term of this Agreement: 7, 9, 10, 13, 20, 23, and any other which by their nature would survive termination.

18. Notices. All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (2) sent by air express courier (e.g., Federal Express, Airborne, etc.), charges prepaid, return receipt requested; or (iii) sent via email and addressed as set forth below, which designated person(s) may be amended by either Party by giving written notice to the other Party:

For County:

For Contractor:

Attn: Caroline Lanford
Pinellas County Planning Department
310 Court Street
Clearwater, Florida 33756

Attn: Geoffrey Dickinson
S.B. Friedman & Company
221 North LaSalle Street, Suite 820
Chicago, IL 60601

with a copy to:
Purchasing Director
Pinellas County Purchasing Department
400 South Fort Harrison Avenue
Clearwater, FL 33756

19. Conflict of Interest.

- A. The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and that no person having any such interest shall be employed by Contractor during the agreement term and any extensions.
- B. The Contractor shall promptly notify the County in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contractor may identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.

20. Right to Ownership. All work created, originated and/or prepared by Contractor in performing Services pursuant to the Agreement, including work products, techniques, and other documentation or improvements related thereto, to the extent that such work, products, documentation, materials or information are described in or required by the Services (collectively, the "Work Product") shall be County's property when completed and accepted, if acceptance is required in this Agreement, and the County has made payment of the sums due therefore. The ideas, concepts, know-how or techniques developed during the course of this Agreement by the Contractor or jointly by Contractor and the County may be used by the County without obligation of notice or accounting to the Contractor. Any data, information or other materials furnished by the County for use by Contractor under this Agreement shall remain the sole property of the County.

21. Amendment. This Agreement may be amended by mutual written agreement of the Parties hereto.

22. Severability. The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

23. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Pinellas County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. Each Party waives any right it may have to assert the doctrine of *forum non conveniens* or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.

24. Waiver. No waiver by either Party of any breach or violation of any covenant, term, condition, or provision of this Agreement or of the provisions of any ordinance or law, shall be construed to waive any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same.

25. Due Authority. Each Party to this Agreement represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (ii) each person executing this Agreement on behalf of the Party is authorized to do so; (iii) this Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

26. No Third Party Beneficiary. The Parties hereto acknowledge and agree that there are no third party beneficiaries to this Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Agreement or as third party beneficiaries hereto.

27. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations or agreements either oral or written.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written.

PINELLAS COUNTY, FLORIDA

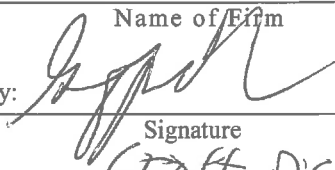
By and through its

Board of County Commissioners

S.B. Friedman & Company

Name of Firm

By:



Signature

Geoff Dickinson

Print Name

SVP

Title

By

ATTEST:

Ken Burke,

Clerk of the Circuit Court

By:

Deputy Clerk

APPROVED AS TO FORM

By:



Office of the County Attorney

EXHIBIT A

ASSIGNMENT OF WORK

Work to be performed by the Contractor shall be on an assignment-by-assignment basis. Work assignments shall be made by the County's Planning Department Principal Planner or designee. Prior to any work assignments being made, based on mutual discussions between the County and the Contractor; the Contractor shall prepare a detailed scope of work for the assignment which shall include hours and a not to exceed budget amount for the assignment. The budget shall be itemized using the classifications and hourly rates in accordance with the schedule of rate value attached to this agreement and incorporated herein as Exhibit C. All work assignment authorizations by the County shall have a work assignment number and be in writing. The Contractor shall perform no work under this agreement without written authorization through a purchase order. The Contractor hereby agrees to waive any claim for compensation for any work performed without written authorization.

EXHIBIT B

INSURANCE REQUIREMENTS

a) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation Insurance

Limit	Florida Statutory
Employers' Liability Limits	
Per Employee	\$ 500,000.00
Per Employee Disease	\$ 500,000.00
Policy Limit Disease	\$ 500,000.00

(2) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits	
Combined Single Limit Per Occurrence	\$ 1,000,000.00
Products/Completed Operations Aggregate	\$ 2,000,000.00
Personal Injury and Advertising Injury	\$ 1,000,000.00
General Aggregate	\$ 2,000,000.00

(3) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired, and non-owned vehicles. If the Proposer does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Proposer can show that this coverage exists under the Commercial General Liability policy.

Limit	
Combined Single Limit Per Accident	\$ 1,000,000.00

(4) Professional Liability (Errors and Omissions) Insurance with at least minimum limits as follows. If "claims made" coverage is provided, "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", Proposer may submit annually to the County, for a three (3) year period, a current certificate of insurance providing "claims made" insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

Limits	
Each Occurrence or Claim	\$ 2,000,000.00
General Aggregate	\$ 2,000,000.00

For acceptance of Professional Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Professional Liability and other coverage combined.

(5) Property Insurance Proposer will be responsible for all damage to its own property, equipment and/or materials.

**SERVICES AGREEMENT
EXHIBIT C**

PAYMENT SCHEDULE

(Exhibit C – Payment Schedule Follows)

FIRM: S.B. Friedman & Company

EXHIBIT C - PAYMENT SCHEDULE

Planning Support Services

Contract No. 178-0356-P (RW)

"SURVEY PROFESSIONALS" TO INCLUDE THE FOLLOWING TITLES:

Classification	Classification Equivalent	Hourly Rate
2 Person Field Survey Crew		
2 Person SUE Crew		
3 Person Field Survey Crew		
3 Person SUE Crew		
4 Person Field Survey Crew		
4 Person SUE Crew		
5 Person Field Survey Crew		
5 Person SUE Crew		
SUE Technician		
Survey Intern		
Survey Technician		
Senior Survey Technician		
Hydrographic/Bathymetric Crew		
Laser Scan Crew		
Photogrammetrist		
Professional Surveyor		
Senior Professional Surveyor		
Principal Surveyor		

"ARCHITECTURAL/DESIGN ASSOCIATE" TO INCLUDE THE FOLLOWING TITLES:

Classification	Classification Equivalent	Hourly Rate
Architect Intern		
Architectural Associate		
Architectural Illustrator		
CADD/Designer		
Designer		
Landscape Designer		

"PARAPROFESSIONAL/TECHNICIAN" TO INCLUDE THE FOLLOWING TITLES:

Classification	Classification Equivalent	Hourly Rate
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FIRM: S.B. Friedman & Company

EXHIBIT C - PAYMENT SCHEDULE

Planning Support Services

Contract No. 178-0356-P (RW)

Economic Development Assistant		
Graphic Designer		
Entry Level Designer		
CRA Clerk		
Technician I		
Traffic/ITS Specialist		
Entry Level Planner		

"ADMINISTRATIVE /PROJECT SUPPORT" TO INCLUDE THE FOLLOWING TITLES

Classification	Classification Equivalent	Hourly Rate
Administrative		
Administrative Assistant		
Administration/Clerical		
Clerical		
Secretary/Clerical		
Project Aide I		
Marketing Assistant		
Office Support		
Real Estate Research Assistant		

"GIS TECHNICIAN" TO INCLUDE THE FOLLOWING TITLES:

Classification	Classification Equivalent	Hourly Rate
GIS Specialist		
GIS Technician		
GIS/CAD Operator		

"ARCHITECTURAL/DESIGN ASSOCIATE" TO INCLUDE THE FOLLOWING TITLES:

Classification	Classification Equivalent	Hourly Rate
Architect Intern		
Architectural Associate		
Architectural Illustrator		

FIRM: S.B. Friedman & Company

EXHIBIT C - PAYMENT SCHEDULE

Planning Support Services

Contract No. 178-0356-P (RW)

CADD/Designer		
Designer		
Landscape Designer		

"ENVIRONMENTAL TECHNICIAN" TO INCLUDE THE FOLLOWING TITLES:

Classification	Classification Equivalent	Hourly Rate
Environmental Analyst		
Environmental Technician		

"ENGINEERING TECHNICIAN" TO INCLUDE THE FOLLOWING TITLES:

Classification	Classification Equivalent	Hourly Rate
Technician II		
Engineering Technician		
Engineering Intern		
Senior CADD Designer		
Transportation Analyst		

"SENIOR TECHNICIAN" TO INCLUDE THE FOLLOWING TITLES:

Classification	Classification Equivalent	Hourly Rate
Technician/Support Staff		
Senior Engineer Intern		
Senior Technician		
Transportation Modeler		

"INSPECTOR" TO INCLUDE THE FOLLOWING TITLES:

Classification	Classification Equivalent	Hourly Rate
Construction Inspector		
Field Inspector		

"PUBLIC INVOLVEMENT SPECIALIST" TO INCLUDE THE FOLLOWING TITLES:

Classification	Classification Equivalent	Hourly Rate
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FIRM: S.B. Friedman & Company

EXHIBIT C - PAYMENT SCHEDULE

Planning Support Services

Contract No. 178-0356-P (RW)

Public Involvement Officer		
Public Involvement Specialist		

"ASSISTANT PROFESSIONALS" TO INCLUDE THE FOLLOWING TITLES:

Classification	Classification Equivalent	Hourly Rate
Planning Assistant		
Urban Design Assistant		
Landscape Architect I		
Research		

"PLANNER/URBAN DESIGNER" TO INCLUDE THE FOLLOWING TITLES:

Classification	Classification Equivalent	Hourly Rate
Project Planner		
Planner		
Planner I		
Urban Designer I		

"ENGINEER" TO INCLUDE THE FOLLOWING TITLES:

Classification	Classification Equivalent	Hourly Rate
Engineer		
Engineer I		

"PROFESSIONAL PLANNER/URBAN DESIGNER" TO INCLUDE THE FOLLOWING TITLES:

Classification	Classification Equivalent	Hourly Rate
Urban Designer II		
Professional Planner II		
Planner II		

FIRM: S.B. Friedman & Company

EXHIBIT C - PAYMENT SCHEDULE

Planning Support Services

Contract No. 178-0356-P (RW)

"PROFESSIONAL ENGINEER" TO INCLUDE THE FOLLOWING TITLES:

Classification	Classification Equivalent	Hourly Rate
Engineer II		
Civil Engineer		
Field Engineer		
Project Engineer		
Design Engineer		
Transportation Engineer		
Traffic Engineer		
Roadway Engineer		

"SENIOR ECONOMIST" TO INCLUDE THE FOLLOWING TITLES:

Classification	Classification Equivalent	Hourly Rate
Senior Economist		
Senior Advisor - Economic Research		

"PROJECT ASSOCIATE" TO INCLUDE THE FOLLOWING TITLES:

Classification	Classification Equivalent	Hourly Rate
Deputy Project Manager/Project Support		
Project Manager I		
Program Manager		
Editor		\$130
Consultant		
Senior Advisor		
Marketing Manager		

"SENIOR PROJECT ASSOCIATE" TO INCLUDE THE FOLLOWING TITLES:

Classification	Classification Equivalent	Hourly Rate
Associate		\$160
Research Associate		\$145

FIRM: S.B. Friedman & Company

EXHIBIT C - PAYMENT SCHEDULE

Planning Support Services

Contract No. 178-0356-P (RW)

Associate Technician		
Project Manager II		
Associate Registered Designer		
Associate Consultant for Economics		
Economic Development Manager		
Chief Designer		

"SENIOR PRINCIPAL PLANNER" TO INCLUDE THE FOLLOWING TITLES:

Classification	Classification Equivalent	Hourly Rate
Chief Planner		
Senior Principal Planner		

"PROJECT PROFESSIONAL" TO INCLUDE THE FOLLOWING TITLES:

Classification	Classification Equivalent	Hourly Rate
Professional		
Appraiser		
Tourism Specialist		
Creative Director		
Photographer		
Finance		
QA/QC Reviewer		
Senior Broker		
Senior Programmer		

"SENIOR PLANNER/URBAN DESIGNER" TO INCLUDE THE FOLLOWING TITLES:

Classification	Classification Equivalent	Hourly Rate
Senior Planner		
Senior Project Planner		
Senior Urban Designer		

FIRM: S.B. Friedman & Company

EXHIBIT C - PAYMENT SCHEDULE

Planning Support Services

Contract No. 178-0356-P (RW)

Associate Planner		
Director - Urban Design & Planning		
Principal Planner		
Planning Manager		
Senior Designer		

"SENIOR PROJECT PROFESSIONAL" TO INCLUDE THE FOLLOWING TITLES:

Classification	Classification Equivalent	Hourly Rate
Project Professional		
Director - Business Attraction & Marketing		
Director - Economic Development		
Director - Real Estate		
Director of Administration		
Director of Digital Solutions		
Director of Operations		
Construction Director		
Senior Redevelopment Associate		
Senior Support		
Controller		

"PROJECT MANAGER" TO INCLUDE THE FOLLOWING TITLES:

Classification	Classification Equivalent	Hourly Rate
Project Manager		
Day to Day Manager		
Associate Project Manager		\$200
Managing Director		

FIRM: S.B. Friedman & Company

EXHIBIT C - PAYMENT SCHEDULE

Planning Support Services

Contract No. 178-0356-P (RW)

Senior Project Manager		
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"SENIOR ENGINEER" TO INCLUDE THE FOLLOWING TITLES:

Classification	Classification Equivalent	Hourly Rate
Associate Engineer		
Senior Project Engineer		
Senior Engineer		
Senior Roadway Engineer		
Senior Design Engineer		
Senior Traffic Engineer		

"PRINCIPAL ENGINEER" TO INCLUDE THE FOLLOWING TITLES:

Classification	Classification Equivalent	Hourly Rate
Chief Engineer		
Executive Engineer		
Principal Engineer		
Senior Principal Engineer		
Senior Civil Engineer		
Senior Transportation Engineer		

FIRM: S.B. Friedman & Company

EXHIBIT C - PAYMENT SCHEDULE

Planning Support Services

Contract No. 178-0356-P (RW)

"EXECUTIVE PROFESSIONALS" TO INCLUDE THE FOLLOWING TITLES:

Classification	Classification Equivalent	Hourly Rate
Chief Professional/Project Director		
Chief Economist		
Founding Principal		
Executive Vice President		\$365
Senior Professional		
President		\$400
President - Project Management		
Principal		
Principal-in-Charge		
Vice President		\$230
Senior Vice President		\$265

"PROJECT SUPPORT SPECIALIST" TO INCLUDE THE FOLLOWING TITLES:

Classification	Classification Equivalent	Hourly Rate
Senior Administrative Assistant		
Bookkeeper		
Budget & Operations Analyst		
Intern/Marketing Coordinator		\$100
Economic Development Coordinator		
Project Coordinator		
Marketing Coordinator		
Business Development Coordinator		
Senior Analyst		

FIRM: S.B. Friedman & Company

EXHIBIT C - PAYMENT SCHEDULE

Planning Support Services

Contract No. 178-0356-P (RW)

Sales Associate		
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S.B. Friedman & Company Subconsultant : "ADD SUBCONSULTANT'S NAME"

EXHIBIT C - PAYMENT SCHEDULE

Planning Support Services

Contract No. 178-0356-P (RW)

"SURVEY PROFESSIONALS" TO INCLUDE THE FOLLOWING TITLES:

Classification	Classification Equivalent	Hourly Rate
2 Person Field Survey Crew		
2 Person SUE Crew		
3 Person Field Survey Crew		
3 Person SUE Crew		
4 Person Field Survey Crew		
4 Person SUE Crew		
5 Person Field Survey Crew		
5 Person SUE Crew		
SUE Technician		
Survey Intern		
Survey Technician		
Senior Survey Technician		
Hydrographic/Bathymetric Crew		
Laser Scan Crew		
Photogrammetrist		
Professional Surveyor		
Senior Professional Surveyor		
Principal Surveyor		

"ARCHITECTURAL/DESIGN ASSOCIATE" TO INCLUDE THE FOLLOWING TITLES:

Classification	Classification Equivalent	Hourly Rate
Architect Intern		
Architectural Associate		
Architectural Illustrator		
CADD/Designer		
Designer		
Landscape Designer		

"PARAPROFESSIONAL/TECHNICIAN" TO INCLUDE THE FOLLOWING TITLES:

Classification	Classification Equivalent	Hourly Rate
Economic Development Assistant		
Graphic Designer		
Entry Level Designer		
CRA Clerk		
Technician I		
Traffic/ITS Specialist		
Entry Level Planner		

"ADMINISTRATIVE /PROJECT SUPPORT" TO INCLUDE THE FOLLOWING TITLES

Classification	Classification Equivalent	Hourly Rate
Administrative		
Administrative Assistant		
Administration/Clerical		
Clerical		
Secretary/Clerical		
Project Aide I		
Marketing Assistant		
Office Support		
Real Estate Research Assistant		

"GIS TECHNICIAN" TO INCLUDE THE FOLLOWING TITLES:

Classification	Classification Equivalent	Hourly Rate
GIS Specialist		
GIS Technician		
GIS/CAD Operator		

"ARCHITECTURAL/DESIGN ASSOCIATE" TO INCLUDE THE FOLLOWING TITLES:

Classification	Classification Equivalent	Hourly Rate
Architect Intern		
Architectural Associate		
Architectural Illustrator		

CADD/Designer		
Designer		
Landscape Designer		

"ENVIRONMENTAL TECHNICIAN" TO INCLUDE THE FOLLOWING TITLES:

Classification	Classification Equivalent	Hourly Rate
Environmental Analyst		
Environmental Technician		

"ENGINEERING TECHNICIAN" TO INCLUDE THE FOLLOWING TITLES:

Classification	Classification Equivalent	Hourly Rate
Technician II		
Engineering Technician		
Engineering Intern		
Senior CADD Designer		
Transportation Analyst		

"SENIOR TECHNICIAN" TO INCLUDE THE FOLLOWING TITLES:

Classification	Classification Equivalent	Hourly Rate
Technician/Support Staff		
Senior Engineer Intern		
Senior Technician		
Transportation Modeler		

"INSPECTOR" TO INCLUDE THE FOLLOWING TITLES:

Classification	Classification Equivalent	Hourly Rate
Construction Inspector		
Field Inspector		

"PUBLIC INVOLVEMENT SPECIALIST" TO INCLUDE THE FOLLOWING TITLES:

Classification	Classification Equivalent	Hourly Rate
Public Involvement Officer		
Public Involvement Specialist		

"ASSISTANT PROFESSIONALS" TO INCLUDE THE FOLLOWING TITLES:

Classification	Classification Equivalent	Hourly Rate
Planning Assistant		
Urban Design Assistant		
Landscape Architect I		
Research		

"PLANNER/URBAN DESIGNER" TO INCLUDE THE FOLLOWING TITLES:

Classification	Classification Equivalent	Hourly Rate
Project Planner		
Planner		
Planner I		
Urban Designer I		

"ENGINEER" TO INCLUDE THE FOLLOWING TITLES:

Classification	Classification Equivalent	Hourly Rate
Engineer		
Engineer I		

"PROFESSIONAL PLANNER/URBAN DESIGNER" TO INCLUDE THE FOLLOWING TITLES:

Classification	Classification Equivalent	Hourly Rate
Urban Designer II		
Professional Planner II		
Planner II		

"PROFESSIONAL ENGINEER" TO INCLUDE THE FOLLOWING TITLES:

Classification	Classification Equivalent	Hourly Rate
Engineer II		
Civil Engineer		
Field Engineer		

Project Engineer		
Design Engineer		
Transportation Engineer		
Traffic Engineer		
Roadway Engineer		

"SENIOR ECONOMIST" TO INCLUDE THE FOLLOWING TITLES:

Classification	Classification Equivalent	Hourly Rate
Senior Economist		
Senior Advisor - Economic Research		

"PROJECT ASSOCIATE" TO INCLUDE THE FOLLOWING TITLES:

Classification	Classification Equivalent	Hourly Rate
Deputy Project Manager/Project Support		
Project Manager I		
Program Manager		
Editor		
Consultant		
Senior Advisor		
Marketing Manager		

"SENIOR PROJECT ASSOCIATE" TO INCLUDE THE FOLLOWING TITLES:

Classification	Classification Equivalent	Hourly Rate
Associate		
Research Associate		
Associate Technician		
Project Manager II		
Associate Registered Designer		
Associate Consultant for Economics		
Economic Development Manager		
Chief Designer		

"SENIOR PRINCIPAL PLANNER" TO INCLUDE THE FOLLOWING TITLES:

Classification	Classification Equivalent	Hourly Rate
Chief Planner		
Senior Principal Planner		

"PROJECT PROFESSIONAL" TO INCLUDE THE FOLLOWING TITLES:

Classification	Classification Equivalent	Hourly Rate
Professional		
Appraiser		
Tourism Specialist		
Creative Director		
Photographer		
Finance		
QA/QC Reviewer		
Senior Broker		
Senior Programmer		

"SENIOR PLANNER/URBAN DESIGNER" TO INCLUDE THE FOLLOWING TITLES:

Classification	Classification Equivalent	Hourly Rate
Senior Planner		
Senior Project Planner		
Senior Urban Designer		
Associate Planner		
Director - Urban Design & Planning		
Principal Planner		
Planning Manager		
Senior Designer		

"SENIOR PROJECT PROFESSIONAL" TO INCLUDE THE FOLLOWING TITLES:

Classification	Classification Equivalent	Hourly Rate
Project Professional		
Director - Business Attraction & Marketing		
Director - Economic Development		
Director - Real Estate		
Director of Administration		
Director of Digital Solutions		
Director of Operations		
Construction Director		
Senior Redevelopment Associate		
Senior Support		
Controller		

"PROJECT MANAGER" TO INCLUDE THE FOLLOWING TITLES:

Classification	Classification Equivalent	Hourly Rate
Project Manager		
Day to Day Manager		
Associate Project Manager		
Managing Director		
Senior Project Manager		

"SENIOR ENGINEER" TO INCLUDE THE FOLLOWING TITLES:

Classification	Classification Equivalent	Hourly Rate
Associate Engineer		
Senior Project Engineer		
Senior Engineer		

Senior Roadway Engineer		
Senior Design Engineer		
Senior Traffic Engineer		

"PRINCIPAL ENGINEER" TO INCLUDE THE FOLLOWING TITLES:

Classification	Classification Equivalent	Hourly Rate
Chief Engineer		
Executive Engineer		
Principal Engineer		
Senior Principal Engineer		
Senior Civil Engineer		
Senior Transportation Engineer		

"EXECUTIVE PROFESSIONALS" TO INCLUDE THE FOLLOWING TITLES:

Classification	Classification Equivalent	Hourly Rate
Chief Professional/Project Director		
Chief Economist		
Founding Principal		
Executive Vice President		
Senior Professional		
President		
President - Project Management		
Principal		

Principal-in-Charge		
Vice President		
Senior Vice President		

"PROJECT SUPPORT SPECIALIST" TO INCLUDE THE FOLLOWING TITLES:

Classification	Classification Equivalent	Hourly Rate
Senior Administrative Assistant		
Bookkeeper		
Budget & Operations Analyst		
Intern/Marketing Coordinator		
Economic Development Coordinator		
Project Coordinator		
Marketing Coordinator		
Business Development Coordinator		
Senior Analyst		
Sales Associate		

EXHIBIT D

PAYMENT/INVOICES

PAYMENT/INVOICES:

SUPPLIER shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 *et. seq*, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable
Pinellas County Board of County Commissioners
P. O. Box 2438
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Supplier's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Supplier also include the information shown in below. The County may dispute any payments invoiced by SUPPLIER in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

INVOICE INFORMATION:

Supplier Information Company name, mailing address, phone number, contact name and email address as provided on the PO

- Remit To** Billing address to which you are requesting payment be sent
- Invoice Date** Creation date of the invoice
- Invoice Number** Company tracking number
- Shipping Address** Address where goods and/or services were delivered
- Ordering Department** Name of ordering department, including name and phone number of contact person
- PO Number** Standard purchase order number
- Ship Date** Date the goods/services were sent/provided
- Quantity** Quantity of goods or services billed
- Description** Description of services or goods delivered
- Unit Price** Unit price for the quantity of goods/services delivered
- Line Total** Amount due by line item
- Invoice Total** Sum of all of the line totals for the invoice

Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at www.pinellascounty.org/purchase.

EXHIBIT E

DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:

Payment of invoices for work performed for Pinellas County Board of County Commissioners (County) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act.

If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

- A. Pinellas County shall notify a vendor in writing within ten (10) days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the vendor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the vendor should then resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.
 - 1.) Requesting department for this purpose is defined as the County department for whom the work is performed.
 - 2.) Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.
- B. Should a dispute result between the vendor and the County about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.
- C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than forty-five (45) days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond sixty (60) days after the date on which the payment request or invoice was received by Pinellas County.
- D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the sixty (60) days timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.
- E. Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.
- F. Should the dispute be resolved in the County's favor interest charges begin to accrue fifteen (15) days after the final decision made by the County. Should the dispute be resolved in the vendor's favor the County shall pay interest as of the original date the payment was due.
- G. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party. If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.

ATTACHMENT A
GRANT FUNDING CONDITIONS
BID NUMBER: 178-0356-P (RW)
BID TITLE: Planning Support Services

This solicitation is either fully or partially Grant funded. Bidders shall comply with the clauses as enumerated below. In addition, Attachment B shall be executed and returned with all submittals. Bidders may be deemed non-responsive for non-compliance and failure to submit Attachment B.

1. **Drug Free Workplace Requirements (See Attachment B):** Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub I 100-690, Title V, Subtitle D) All contractors entering into Federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.
2. **Contractor Compliance:** The contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards.
3. **Conflict of Interest:** The contractor must disclose in writing any potential conflict of interest to the County or pass-through entity in accordance with applicable Federal policy.
4. **Mandatory Disclosures:** The contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.
5. **Utilization of Minority and Women Firms (M/WBE) (Attachment B):** The contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Prior to contract award, the contractor shall document efforts (see Attachment B) to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

Florida Department of Management Services (Office of Supplier Diversity)
Florida Department of Transportation
Minority Business Development Center in most large cities and
Local Government M/DBE programs in many large counties and cities

Please see information requested on Attachment B

6. **Equal Employment Opportunity:** (As per Executive Order 11246) The contractor may not discriminate against any employee or applicant for employment because of age, race, color, creed, sex, disability or national origin. The contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, race, color, creed, sex, disability or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.
7. **Davis-Bacon Act:** If applicable to this contract, the contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.

8. **Copeland Anti Kick Back Act:** Contractors shall comply with all the requirements of 29 CFR Part 3 which are incorporated by reference to this contract. Contractors are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.
9. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708):** Where applicable, all contracts awarded **in excess of \$100,000** that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
10. **Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387):** as amended—The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
11. **Debarment and Suspension (See Attachment B) (Executive Orders 12549 and 12689):** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. **The bidder shall certify compliance as per Attachment B**
12. **Byrd Anti-Lobbying Amendment (See attachment B) (31 U.S.C. 1352):** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. **The bidder shall certify compliance as per Attachment B**
13. **Rights to Inventions Made Under a Contract or Agreement:** If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency
14. **Prohibition on utilization of cost plus a percentage of cost contracts:** The County will not award contracts containing Federal funding on a cost plus percentage of cost basis.
15. **Prohibition on utilization of time and material type contracts:** The County will not award contracts based on a time and material basis if the contract contains Federal funding.

ATTACHMENT B
CERTIFICATIONS REGARDING LOBBYING; DRUG FREE WORKPLACE AND
REQUIREMENTS DEBARMENT, SUSPENSION OTHER RESPONSIBILITY MATTERS and
UTILIZATION OF DISADVANTAGED FIRMS (M/WBE)
BID NUMBER: 178-0356-P
BID TITLE: Planning Support Services

This solicitation requires execution of this form which affirms compliance with certification requirements under 10 CFR Part 601 "New Restrictions on Lobbying, 10 CFR Part 607 "Government wide Requirements for Drug-Free Workplace (Grants) and 10 CFR Part 606 "Government Debarment and Suspension

1. LOBBYING

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 any 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 influencing or attempting to influence 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.
- (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 section 1352, title 31, U.S. Code. 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.

ADDITIONAL LOBBYING REPRESENTATION

Contractors which are described in section 501(c)(4) of the Internal Revenue Code of 1986 and engage in lobbying activities after December 31, 1995, are not eligible for the receipt of Federal funds constituting an award, grant, or loan.

As set forth in section 3 of the Lobbying Disclosure Act of 1995 as amended, (2 U.S.C. 1602), lobbying activities are defined broadly to include, among other things, contacts on behalf of an organization with specified employees of the Executive Branch and Congress with regard to Federal legislative, regulatory, and program administrative matters.

Check the appropriate block:

The company is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986:

Yes No If, you checked "Yes" above, check the appropriate block:

The applicant represents that after December 31, 1995 it has has not Engaged in any lobbying activities as defined in the Lobbying Disclosure Act of 1995, as amended.

2. DRUG FREE WORKPLACE CERTIFICATION

In accordance with the Drug-Free Workplace Act of 1988 (Pub.L.100-690, Title V, Subtitle D) and is implemented through additions to the Debarment and Suspension regulations, published in the Federal Register on January 31, 1989, and May 25, 1990.

ALTERNATE I (Vendors OTHER THAN INDIVIDUALS)

A business certifies that it will or will continue to provide a drug-free workplace by:

As the person authorized to sign the statement, I certify that this firm complies fully with the these requirements.

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs;and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace not later than five calendar days after such conviction;
- (e) Notifying the agency, in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

Making a good faith effort to continue to maintain a drug- free workplace through implementation of paragraphs (a),(b),(c),(d),(e), and (f).

ALTERNATE II (Vendors who are Individuals)

- (1) The vendor certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant.
- (2) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to every grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

3. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

- (1) The prospective lower tier participant 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 enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

4. DBE GOOD FAITH EFFORTS

The bidder must submit documentation of its good faith efforts to assure that minority businesses, woman-owned business enterprises and labor surplus firms are used when possible.

Pinellas County may require that bidder provide additional substantiation of good faith efforts.

- | | | | |
|----|--|---|---|
| A. | <u>Date:</u>
11/5/2018 | <u>Firm and Contact Person:</u>
Applied Sciences Consulting Services; Elie Araj | <u>Area of Expertise:</u>
Civil Engineering |
| | <u>Response:</u> Left voicemail - no response yet | | |
| | | | |
| B. | <u>Date:</u>
11/5/2018 | <u>Firm and Contact Person:</u>
Landis Evans + Partners, Inc.; Bruce W. Landis | <u>Area of Expertise:</u>
Civil Engineering, Active Transportation |
| | <u>Response:</u> Left voicemail - no response yet | | |
| | | | |
| C. | <u>Date:</u>
11/5/2018 | <u>Firm and Contact Person:</u>
David Conner & Associates, Inc.; David Conner | <u>Area of Expertise:</u>
Planning, Landscape Architecture,
Environmental Design and Urban
Design |
| | <u>Response:</u> Interested in teaming based on the scope of work in the proposal | | |
| | | | |
| D. | <u>Date:</u>
10/31/2018 | <u>Firm and Contact Person:</u>
Vrana Consulting; Tammy Vrana | <u>Area of Expertise:</u>
Integrated transportation and land use
planning |
| | <u>Response:</u> Interested in teaming based on the scope of work in the proposal | | |
| | | | |

SIGNATURE

As the duly authorized representative of the company, I hereby certify that the company will comply with the above certifications.

S. B. Friedman & Company dba SB Friedman Development Advisors

Company Name:

Geoffrey Dickinson / Senior Vice President

Printed Name and Title of Authorized Representative:

SIGNATURE

November 5, 2018

DATE

The company may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance: (Street address, city, county, state, zip code)

221 N LaSalle Street, Suite 820

Street Address

Chicago, IL 60601

City, County, State, Zip

Check if there are workplaces on file that are not identified here.

826302267

DUNS Number (Company Data Universal Numbering System regulated by Dun & Bradstreet)