

AGREEMENT

between

CITY OF KEY WEST

and

STANTEC CONSULTING SERVICES, INC.

for

CITY PLANNING SERVICES

KEY WEST, FLORIDA

This is an Agreement between: CITY OF KEY WEST, its successors and assigns, hereinafter referred to as "CITY," and Stantec Consulting Services, Inc., a corporation organized under the laws of the State of New York, its successors and assigns, hereinafter referred to as "PLANNING CONTRACTOR".

W I T N E S S E T H, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and PLANNING CONTRACTOR agree as follows:

ARTICLE 1

DEFINITIONS AND IDENTIFICATIONS

For the purposes of this Agreement and the various covenants, conditions, terms and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are agreed upon by the parties.

- 1.1. Agreement:** This document, Articles 1 through 7, inclusive. Other terms and conditions are included in the CITY's RFQ #22-009, PLANNING CONTRACTOR's Response to RFQ dated October 11, 2022, Exhibits, Task Orders, and supplemental documents that are by this provision expressly incorporated herein by reference.
- 1.2. Commissioners:** Members of the City Commission with all legislative powers of the CITY vested therein.
- 1.3. PLANNING CONTRACTOR:** The firm selected to perform the services pursuant to this Agreement.
- 1.4. Contract Administrator:** The ranking managerial employee of the CITY or some other employee expressly designated as Contract Administrator by the City Manager, who is the representative of the CITY. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.
- 1.5. CITY:** City of Key West.
- 1.6. Task Order:** A detailed description of a particular service or services to be performed by PLANNING CONTRACTOR under this Agreement.

ARTICLE 2

PREAMBLE

In order to establish the background, context and frame of reference for this Agreement and generally to express the objectives and intentions of the respective parties hereto, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

- 2.1.** The PLANNING CONTRACTOR is not entitled to receive, and the CITY is not obligated to pay, any fees or expenses in excess of the amount budgeted for Task Orders authorized under this Agreement in each fiscal year (October 1-September 30) by CITY. The budgeted amount may only be modified per City Ordinance(s).

- 2.2.** Negotiations pertaining to the services to be performed by PLANNING CONTRACTOR were undertaken between PLANNING CONTRACTOR and staff selected by the Commission, and this Agreement incorporates the results of such negotiations.

ARTICLE 3

SCOPE OF SERVICES AND STANDARD OF CARE

- 3.1.** PLANNING CONTRACTOR's services may include but are not limited to the following in regard to the Agreement:

 - 3.1.1. Development review/current planning functions
 - 3.1.2. Long range planning/policy functions
 - 3.1.3. Transportation planning services
 - 3.1.4. Historic architectural plan review and analysis function
 - 3.1.5. Other day to day Planning Department functions as assigned
- 3.2.** PLANNING CONTRACTOR's services shall include functions described in paragraph 3.1., and any other lawful professional Planning services that the PLANNING CONTRACTOR is qualified to provide, and that the CITY authorizes the PLANNING CONTRACTOR to undertake in connection with this Agreement. PLANNING CONTRACTOR shall provide all necessary, incidental and related activities and services as required.
- 3.3.** PLANNING CONTRACTOR and CITY acknowledge that the Scope of Services does not delineate every detail and minor work task required to be performed by PLANNING CONTRACTOR to complete any particular task order. If, during the course of the performance of the services included in this Agreement, PLANNING CONTRACTOR determines that work should be performed to complete the Task Order which is, in the PLANNING CONTRACTOR's opinion, outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, PLANNING CONTRACTOR shall notify Contract Administrator in writing in a timely manner and seek approval of the CITY before proceeding with the work. If PLANNING CONTRACTOR proceeds with such work without notifying the Contract Administrator, the work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Services. Notice to Contract Administrator does not constitute authorization or approval by CITY to perform the work. Performance of work by PLANNING CONTRACTOR outside the originally anticipated level of effort without prior written CITY approval or modification of Task Order is at PLANNING CONTRACTOR's sole risk.
- 3.4.** The specific services to be provided by the PLANNING CONTRACTOR and the compensation for such services shall be as mutually agreed to in separate Task Orders to this AGREEMENT and in accordance with the Proposal attached hereto as AGREEMENT Exhibit A or in accordance with the rate/fee schedule attached hereto as AGREEMENT Exhibit B. Each Task Order when fully executed shall become a supplement to and a part of this AGREEMENT.

 - 3.4.1. Each Task Order shall be supported by appropriate cost and pricing data and such other documentation as required by the CITY.
 - 3.4.2. Task Orders shall be numbered consecutively as specified by CITY. Each Task Order shall include a description of the scope of services and specified deliverables, time of completion, total estimated costs of services, and method of compensation. Additional information shall be provided to the CITY if required. Amended Task Orders shall include substantially the same information and be submitted to the CITY for approval.

- 3.4.3. The CITY may make or approve changes within the general Scope of Services in any Task Order. If such changes affect the PLANNING CONTRACTOR's cost of or time required for performance of the services, an equitable adjustment shall be made through an amendment to the Task Order.
- 3.4.4. A Task Order may be terminated at any time, with or without cause, by the CITY upon written notice to PLANNING CONTRACTOR. PLANNING CONTRACTOR shall perform no further work upon receipt of this notice unless specifically authorized by the City Manager of the City of Key West. On termination, the PLANNING CONTRACTOR shall be paid for all authorized services performed up to the termination date plus, if terminated for the convenience of the CITY, reasonable expenses incurred during the close-out of the Task Order. The CITY shall not pay for anticipatory profits. The termination of this Agreement pursuant to Paragraph 7.2, hereof, shall constitute the termination of any and all outstanding Task Orders.
- 3.4.5. The PLANNING CONTRACTOR shall begin services under any Task Order when authorized by a Purchase Order issued by the CITY and delivered to PLANNING CONTRACTOR.

3.5. The CITY and PLANNING CONTRACTOR may negotiate additional scopes of services, compensation, time of performance and other related matters for each Task Order as allowed by this Agreement. If CITY and PLANNING CONTRACTOR cannot contractually agree, CITY shall have the right to immediately terminate negotiations at no cost to CITY and procure services from another source.

3.6. PLANNING CONTRACTOR shall perform the professional services under this Agreement at the level customary for competent and prudent professionals in PLANNING CONTRACTOR's field performing such services at the time and place where the services are provided. In the event PLANNING CONTRACTOR does not comply with this standard, and omissions or errors are made by PLANNING CONTRACTOR and/or sub-standard work as determined solely by the CITY, PLANNING CONTRACTOR will correct such work that contains errors or omissions at no cost to CITY and reimburse CITY through compensation for damages. Compensation may include overtime required by CITY staff when late or incomplete submittals affect departmental deadlines.

3.7. PLANNING CONTRACTOR is required to perform the Task Orders consistent with current applicable Federal, State and City laws, codes and regulations that pertain to the Task Order. In all Task Orders, where changes to any laws, codes or regulations affecting the Task Order have a Task Order effective date or are anticipated to be effective at a future date, or if knowledge of anticipated changes is available to PLANNING CONTRACTOR or any sub-consultant, PLANNING CONTRACTOR shall present options for their use or implementation.

ARTICLE 4

TERM OF AGREEMENT: TIME FOR PERFORMANCE: CONTRACTOR DAMAGES:

The term of this Agreement shall be for a period of three (3) years from the effective date of the Agreement with the option of a two (2) year renewal. The Agreement will be in effect upon execution by both parties. The Agreement may be renewed at the discretion of the CITY.

- 4.1.** PLANNING CONTRACTOR shall perform the services described in each Task Order within the time periods specified. Each such time period shall commence from the date of the purchase order issued for such services. Any amendment to such time period must be agreed to by CITY in writing.
- 4.2.** PLANNING CONTRACTOR must receive written approval from the Contract Administrator prior to beginning the performance of services in any subsequent Task Order. Prior to granting approval for PLANNING CONTRACTOR to proceed to a subsequent Task Order, the Contract Administrator may, at his or her sole option, require PLANNING CONTRACTOR to submit any deliverables/documents for the Contract Administrator's review.
- 4.3.** In the event PLANNING CONTRACTOR is unable to complete the above services because of delays resulting from untimely review by CITY or other governmental authorities having jurisdiction over the Task Order, and such delays are not the fault of PLANNING CONTRACTOR, or because of delays which were caused by factors outside the control of PLANNING CONTRACTOR, CITY shall grant a reasonable extension of time for completion of the services and shall provide reasonable compensation, if appropriate. It shall be the responsibility of PLANNING CONTRACTOR to notify CITY within 10 days in writing whenever a delay in approval by a governmental agency, including CITY, is anticipated or experienced, and to inform the Contract Administrator of all facts and details related to the delay.

ARTICLE 5

COMPENSATION AND METHOD OF PAYMENT

5.1. AMOUNT AND METHOD OF COMPENSATION

The types of compensation methods, which shall be used to pay for the PLANNING CONTRACTOR's services, are limited to the following, subject to this agreement:

5.1.1. Lump sum payment/Not-to-Exceed, which includes compensation for all the PLANNING CONTRACTOR's salaries, general overhead costs, direct expenses, and profit.

5.1.1.1. If Work timing deviates from the assumed schedule for causes beyond PLANNING CONTRACTOR's control, PLANNING CONTRACTOR and/or the CITY reserves the right to request renegotiation of those portions of the lump sum affected by the time change.

5.1.1.2. Each major task or project the CITY wishes CONSULTANT to perform will be defined in a Task Order which shall include, but not be limited to, a description of the scope of services, time of completion, type of professional involved (hourly wage) and the total estimated hours required to complete the tasking. Unless authorized by the City, the total hours invoiced for a specific task or project shall not exceed the initially approved task order amount.

5.1.1.3. In the event of a change of scope, CITY shall authorize in writing an appropriate and reasonable decrease or increase in compensation.

5.1.1.4. Monthly invoicing will be based on actual hours of work completed at the end of the preceding month.

5.1.1.5. The PLANNING CONTRACTOR shall submit wage rates and other actual unit costs supporting the compensation. The CITY shall pay the PLANNING CONTRACTOR on an hourly basis in accordance with the agreed upon hourly rates. The PLANNING CONTRACTOR shall submit a Truth in Negotiation Certificate stating that all data supporting the compensation is accurate, complete, and current at the time of contracting.

5.1.2. Cost Reimbursable-Per Diem (Time and Expenses)

5.1.2.1. Per diem rates are those hourly or daily rates charged for work performed on the WORK by PLANNING CONTRACTOR's employees of the indicated classifications and include all salaries, overheads, and profit, but do not include allowances for Direct Expenses. These rates are subject to annual adjustments based on the Consumer Price Index Urban U.S. City Average All Items U.S. Department of Labor Bureau of Labor Statistics.

5.1.2.2. Hourly rates for the contract (PLANNING CONTRACTOR AND Sub-consultants): See attached Exhibit ~~C~~ B.

5.1.2.3. PLANNING CONTRACTOR and Sub-consultants allowed annual wage adjustment on the Agreement effective anniversary dates shall not exceed the Data Resource Institute (DRI) forecast of wage and price escalation (the U.S. Bureau of Labor Statistics [BLS] Employment Cost Index [ECI] for Private Industry)

5.1.2.4. A budgetary amount will be established for each Task Order. This budgetary amount shall not be exceeded unless written approval is provided by the CITY. PLANNING CONTRACTOR shall make reasonable efforts to complete the work within the budget and will keep CITY informed of progress toward that end so that the budget or work effort can be adjusted if found necessary.

5.1.2.5. PLANNING CONTRACTOR is not obligated to incur costs beyond the indicated budgets, as may be adjusted, nor is CITY obligated to pay PLANNING CONTRACTOR beyond these limits.

5.1.2.6. When any budget has been increased, PLANNING CONTRACTOR's excess costs expended prior to such increase will be allowable to the same extent as if such costs had been incurred after the approved increased.

5.2. REIMBURSABLE EXPENSES

5.2.1.1. Direct non-salary expenses, entitled Reimbursable Expenses, directly attributable to the Work shall be charged at actual cost, and shall be limited to the following:

5.2.1.2. Identifiable transportation expenses in connection with the Work, subject to the limitations of Section 112.061, Florida Statutes. There shall be no mileage reimbursement for travel within the City of Key West. Transportation expenses to locations outside the City area or from locations outside the City will not be reimbursed unless specifically pre-authorized in writing by the Contract Administrator.

5.2.1.3. Identifiable per diem, meals and lodgings, taxi fares, automobile rental, and miscellaneous travel-connected expenses for PLANNING CONTRACTOR's personnel subject to the limitations of Section 112.061 Florida Statutes. Meals for class C travel inside the City of Key West will not be reimbursed. Lodging will be reimbursed only for room rates equivalent to Hampton Inn or Best Western located within the City of Key West city limits.

5.2.1.4. Identifiable communication expenses approved by Contract Administrator, long distance telephone, courier and express mail utilized to render the services required by this Agreement.

5.2.1.5. Cost of printing, reproduction or photography that is required by or of PLANNING CONTRACTOR to deliver services set forth in this Agreement.

5.2.1.6 All permit fees paid to regulatory agencies for approvals directly attributable to the Work. These permit fees do not include those permits required for the Contractor.

5.2.1.7 It is acknowledged and agreed to by PLANNING CONTRACTOR that the dollar limitation set forth in paragraphs 5.2.1.1 through 5.2.1.7 is a limitation upon, and describes the maximum extent of, CITY's obligation to reimburse PLANNING CONTRACTOR for direct, non-salary expenses. If CITY or Contract Administrator requests PLANNING CONTRACTOR to incur expenses not contemplated in the amount for Reimbursable Expenses, PLANNING CONTRACTOR shall notify Contract Administrator in writing before incurring such expenses. Any such expenses shall be reviewed and approved by CITY

prior to incurring such expenses.

5.3. METHOD OF BILLING

5.3.1. Lump Sum Compensation by Task Order

PLANNING CONTRACTOR shall submit Task Order billings identifying type of work completed on a monthly basis in a timely manner. These Task Order billings shall identify the nature of the work performed, identifying the specific task or project, and the estimated percent of work accomplished. The statement shall show a summary of fees with accrual of the total and credits for portions paid previously. When requested, PLANNING CONTRACTOR shall provide backup for past and current invoices that record hours, personnel, and expense costs on a task basis, so that total hours and costs by task may be determined. Unless authorized by the City, the total hours invoiced for a specific task or project shall not exceed the initially approved task order amount.

5.3.2. Cost Reimbursable-Per Diem (Time and Expenses) Compensation

PLANNING CONTRACTOR shall submit billings identifying the type of work completed on a monthly basis in a timely manner for all personnel hours and reimbursable expenses attributable to the Work. These billings shall identify the nature of the work performed, the total hours of work performed and the employee category and name of the individuals performing same. Billings shall itemize and summarize reimbursable expenses by category and identify same as to the personnel incurring the expense and the nature of the work with which such expense was associated. Where prior written approval by Contract Administrator is required for reimbursable expenses, a copy of the approval shall accompany the billing for such reimbursable. The statement shall show a summary of salary costs and reimbursable expenses with accrual of the total and credits for portions paid previously. External reimbursable expenses and sub-consultant fees must be documented by copies of invoices or receipts that describe the nature of the expenses and contain the purchase order number or other identifier that clearly indicates the expense is identifiable to the Work. Subsequent addition of the identifier to the invoice or receipt by the PLANNING CONTRACTOR is not acceptable except for meals and travel expenses. Appropriate PLANNING CONTRACTOR's cost accounting forms with a summary of charges must document internal expenses by category. When requested, PLANNING CONTRACTOR shall provide backup for past and current invoices that records hours and rates by employee category, reimbursable expenses by category, and subcontractor fees on a task basis, so that total hours and costs by task may be determined.

5.4. METHOD OF PAYMENT

- 5.4.1 CITY shall pay PLANNING CONTRACTOR within forty-five (45) calendar days from receipt of PLANNING CONTRACTOR's proper invoice with documentation as provided above.
- 5.4.2 Payment will be made to PLANNING CONTRACTOR at:

Address: Stantec Consulting Services, Inc.
13980 Collections Center Drive
Chicago, IL 60693
United States, Federal Tax ID: 11-2167170

ARTICLE 6

CITY 'S RESPONSIBILITIES

- 6.1. CITY shall assist PLANNING CONTRACTOR by placing at PLANNING CONTRACTOR's disposal all information CITY has available pertinent to the Task Order including previous reports and any other data relative to the Task Order.
- 6.2. CITY shall arrange for access to, and make all provisions for, PLANNING CONTRACTOR to enter upon public and private property as required for PLANNING CONTRACTOR to perform its services.
- 6.3. CITY shall review the PLANNING CONTRACTOR itemized deliverables/documents identified in the Task Orders and respond in writing with any comment within the time set forth in the Task Order or within a reasonable time.
- 6.4. CITY shall give prompt written notice to PLANNING CONTRACTOR whenever CITY observes or otherwise becomes aware of any development that affects the scope or timing of PLANNING CONTRACTOR services or any defect in the work of any Contract.

ARTICLE 7

MISCELLANEOUS

7.1. OWNERSHIP OF DOCUMENTS

Any and all records provided or created in connection with his Agreement are and shall remain property of CITY. All finished or unfinished documents, data, data matrices, analyses, compiled information and calculations generated and used to evaluate and compute the construction or material requirements for the Task Order, studies, surveys, drawings, maps, models, photographs, analyses, compiled information and reports prepared or provided by PLANNING CONTRACTOR in connection with this Agreement, whether in hard copy or electronic form, shall become the property of CITY, whether the Task Order for which they are made is completed or not. PLANNING CONTRACTOR agrees to perform all actions reasonably requested by CITY (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments). PLANNING CONTRACTOR is not responsible for damages caused by the unauthorized re-use by others of any of the materials for another Task Order. Upon completion of this Agreement or Termination by either party, any and all records relating to the Agreement in the possession of PLANNING CONTRACTOR shall be delivered by the PLANNING CONTRACTOR to the CITY, at no cost to the CITY, within ten (10) days. All such records stored electronically by PLANNING CONTRACTOR shall be delivered to CITY in a format compatible with the CITY'S information technology systems.

If applicable, CITY may withhold any payments then due to PLANNING CONTRACTOR until PLANNING CONTRACTOR complies with the provisions of this Article.

PLANNING CONTRACTOR'S failure or refusal to comply with the provisions of this Article shall result in the immediate termination of this Agreement by the CITY.

7.2. TERMINATION

- 7.2.1. This Agreement may be terminated with or without cause by CITY at any time.
- 7.2.2. Notice of termination shall be provided in accordance with paragraph 7.12 NOTICES of this Agreement.
- 7.2.3. In the event this Agreement is terminated, PLANNING CONTRACTOR shall be paid for any services performed to the date the Agreement is terminated. Compensation shall be withheld until all documents specified in Section 7.1 of this Agreement are provided to the CITY. Upon being notified of CITY's election to terminate, PLANNING CONTRACTOR shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. Under no circumstances shall CITY make payment of profit for services that have not been performed.

7.3. AUDIT RIGHT AND RETENTION OF RECORDS

- 7.3.1. CITY shall have the right to audit the books, records, and accounts of PLANNING CONTRACTOR that are related to any Task Order. PLANNING CONTRACTOR shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Task Order.
- 7.3.2. PLANNING CONTRACTOR shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to PLANNING CONTRACTOR's records, PLANNING CONTRACTOR shall comply with all requirements thereof; however, PLANNING CONTRACTOR shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

7.4. NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AMERICANS WITH DISABILITIES ACT, AND EQUAL BENEFITS FOR DOMESTIC PARTNERS

- 7.4.1. PLANNING CONTRACTOR shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards.

- 7.4.2. PLANNING CONTRACTOR's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, gender identity or expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor that cannot be lawfully or appropriately used as a basis for service delivery. PLANNING CONTRACTOR shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, gender identity or expression, marital status, political affiliation, or physical or mental disability. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeships), and accessibility.
- 7.4.3. PLANNING CONTRACTOR shall comply with City Ordinance Sec. 2-799 Requirements for City Contractors to Provide Equal Benefits for Domestic Partners

7.5. PUBLIC ENTITY CRIMES ACT

- 7.5.1. PLANNING CONTRACTOR represents that the execution of this Agreement shall not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, planner or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a contractor, supplier, subcontractor, or planner under a contract with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto and may result in being barred from CITY's competitive procurement activities.
- 7.5.2. In addition to the foregoing, PLANNING CONTRACTOR further represents that there has been no determination, based on an audit, that it or any sub-consultant, has committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether PLANNING CONTRACTOR has been placed on the convicted vendor list.
- 7.5.3. PLANNING CONTRACTOR shall promptly notify CITY if it or any subcontractor or sub-consultant is formally charged with an act defined as a "public entity crime" or has been placed on the convicted vendor list.

7.6. SUB-CONSULTANTS

PLANNING CONTRACTOR may use the sub-consultants identified in the proposal that was a material part of the selection of PLANNING CONTRACTOR to provide the services under this Agreement. The CITY reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant and to inspect all facilities of any sub-consultants in order to make determination as to the capability of the sub-consultant to perform properly under this Contract. The CITY's acceptance of a sub-consultant shall not be unreasonably withheld. PLANNING CONTRACTOR shall obtain written approval of Contract Administrator prior to changing or adding to the list of sub-consultants. The list of sub-consultants submitted and currently approved is as follows:

- a. Shulman + Associates
- b. _____
- c. _____
- d. _____

Hourly rates for such said Sub-consultants are as on attached Addendum A. The PLANNING CONTRACTOR shall be responsible for all payments to any subconsultants and shall maintain responsibility for all work related to the services provided.

7.7. ASSIGNMENT AND PERFORMANCE

- 7.7.1. Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by either party and PLANNING CONTRACTOR shall not subcontract any portion of the work required by this Agreement except as authorized pursuant to Section 7.6.
- 7.7.2. PLANNING CONTRACTOR represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to CITY's satisfaction for the agreed compensation.
- 7.7.3. PLANNING CONTRACTOR shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of PLANNING CONTRACTOR's performance and all interim and final product(s) provided to or on behalf of CITY shall be in accordance with the standard of care set forth in Paragraph 3.6.
- 7.7.4. PLANNING CONTRACTOR shall not change or replace overall project manager identified in the PLANNING CONTRACTOR's response to the RFQ without the Contract Administrator's prior written approval.

7.8. INDEMNIFICATION OF CITY

7.8.1. To the fullest extent permitted by law, the PLANNING CONTRACTOR expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents, and employees (herein called the “indemnities”) from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the PLANNING CONTRACTOR, its Subcontractors or persons employed or utilized by them in the performance of the Contract. Claims by indemnities for indemnification shall be limited to the amount of PLANNING CONTRACTOR’s insurance or \$1 million per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any.

7.8.2. The indemnification obligations under the Contract shall not be restricted in any

way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the PLANNING CONTRACTOR under workers’ compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the PLANNING CONTRACTOR or of any third party to whom PLANNING CONTRACTOR may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the Work.

7.9. INSURANCE

7.9.1. PLANNING CONTRACTOR is to secure, pay for, and file with the City of Key West, prior to commencing any work under the Contract, all certificates for workers’ compensation, public liability, and property damage liability insurance, and such other insurance coverages as may be required by specifications and addenda thereto, in at least the following minimum amounts with specification amounts to prevail if greater than minimum amounts indicated. Notwithstanding any other provision of the Contract, the PLANNING CONTRACTOR shall provide the minimum limits of liability insurance coverage as follows:

Auto Liability	\$1,000,000	Combined Single Limit
General Liability	\$2,000,000	Aggregate (Per Project)
	\$2,000,000	Products Aggregate
	\$1,000,000	Any One Occurrence
	\$1,000,000	Personal Injury
	\$ 300,000	Fire Damage/Legal
Professional Liability	\$2,000,000	Per Claim / Aggregate

7.9.2. PLANNING CONTRACTOR shall furnish an original Certificate of Insurance indicating, and such policy providing coverage to, City of Key West named as an additional insured on all policies— excepting Professional Liability and Workers' Compensation—on a PRIMARY and NON CONTRIBUTORY basis utilizing an ISO standard endorsement at least as broad as CG 2010 (11/85) or its equivalent, (combination of CG 20 10 07 04 and CG 20 37 07 04, providing coverage for completed operations, is acceptable) including a waiver of subrogation clause in favor of City of Key West on all policies. PLANNING CONTRACTOR will maintain the Professional Liability insurance coverage continuing in full force including the additional insured endorsement until at least 3 years beyond completion and delivery of the work contracted herein.

7.9.3. Notwithstanding any other provision of the Contract, the PLANNING CONTRACTOR shall maintain complete worker's compensation coverage for each and every employee, principal, officer, representative, or agent of the PLANNING CONTRACTOR who is performing any labor, services, or material under the Contract. Further, PLANNING CONTRACTOR shall additionally maintain the following minimum limits of coverage:

Bodily Injury Each Accident	\$1,000,000
Bodily Injury by Disease Each Employee	\$1,000,000
Bodily Injury by Disease Policy Limit	\$1,000,000

7.9.4. If the work is being done on or near a navigable waterway, PLANNING CONTRACTOR's workers compensation policy shall be endorsed to provide USL&H Act (WC 00 01 06 A) and Jones Act (WC 00 02 01 A) coverage if specified by the City of Key West. PLANNING CONTRACTOR shall provide the City of Key West with a Certificate of Insurance verifying compliance with the workers' compensation coverage as set forth herein and shall provide as often as required by the City of Key West such certification which shall also show the insurance company, policy number, effective and expiration date, and the limits of worker's compensation coverage under each policy.

7.9.5. PLANNING CONTRACTOR's insurance policies shall be endorsed to give 30 days written notice to the City of Key West in the event of cancellation or material change, using form CG 02 24, or its equivalent.

7.9.6. Certificates of Insurance submitted to the City of Key West will not be accepted without copies of the endorsements being requested. This includes additional insured endorsements, cancellation/material change notice endorsements, and waivers of subrogation. Copies of USL&H Act and Jones Act endorsements will also be required if necessary. PLEASE ADVISE YOUR INSURANCE AGENT ACCORDINGLY.

7.9.7. PLANNING CONTRACTOR will comply with any and all safety regulations required by any agency or regulatory body including but not limited to OSHA. PLANNING CONTRACTOR will notify City of Key West immediately by telephone at (305) 809-3964 any accident or injury to anyone that occurs on the jobsite and is related to any of the work being performed by the PLANNING CONTRACTOR.

7.9.8. It shall be the responsibility of the PLANNING CONTRACTOR to ensure that all sub-consultants/subcontractors comply with the same insurance requirements as is required of PLANNING CONTRACTOR.

7.9.9. In addition, it is understood if at any time any of the policies required by the City shall become unsatisfactory to the City as to form or substance, or if a company issuing any such policy shall become unsatisfactory to the City, the PLANNING CONTRACTOR shall obtain a new policy, submit the same to the City for approval and submit a certificate of insurance as which may be required by the contract. It is understood that upon failure of the PLANNING CONTRACTOR to furnish, deliver and maintain such insurance as required above, the contract at the election of the City may be declared suspended, discontinued or terminated. Further, failure of the PLANNING CONTRACTOR to take out and/or maintain any required insurance shall not relieve the PLANNING CONTRACTOR from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the PLANNING CONTRACTOR concerning indemnification.

7.10. REPRESENTATIVE OF CITY AND PLANNING CONTRACTOR

7.10.1. The parties recognize that questions in the day-to-day conduct of the Task Order will arise. The Contract Administrator, is the PLANNING DEPARTMENT DIRECTOR or City Manager's designee if the Director is absent. Upon PLANNING CONTRACTOR's request, the Contract Administrator shall advise PLANNING CONTRACTOR in writing of one (1) or more CITY employees to whom all communications pertaining to the day-to-day conduct of the Task Order shall be addressed.

7.10.2. PLANNING CONTRACTOR shall inform the Contract Administrator in writing of PLANNING CONTRACTOR's representative to whom matters involving the conduct of the Task Order shall be addressed.

7.11. ALL PRIOR AGREEMENTS SUPERSEDED

7.11.1. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document and the exhibits and addenda attached and/or documents incorporated by reference. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

7.11.2. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

7.12. NOTICES

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

If to Planning Contractor:

If to City:

City Manager
P.O. Box 1409
Key West, Florida 33041

With copies to:

City Attorney
P.O. Box 1409
Key West, Florida 33041

AND
Contract Administrator (Planning Director)
P.O. Box 1409
Key West, Florida 33041

7.13. TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by PLANNING CONTRACTOR shall act as the execution of a truth-in negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of

contracting. The original contract price for any Task Order and any additions thereto shall be adjusted to exclude any significant sums, by which CITY determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

7.14. INTERPRETATION

The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence or paragraph where they appear, unless the context otherwise requires. Whenever reference is made to a Paragraph or Article of this Agreement, such reference is to the Paragraph or Article as a whole, including all of the subsections of such Paragraph, unless the reference is made to a particular subsection or subparagraph of such Paragraph or Article.

7.15. PLANNING CONTRACTOR's STAFF

7.15.1. PLANNING CONTRACTOR shall provide the key staff identified in their proposal for Task Order as long as such key staffs are in PLANNING CONTRACTOR's employment. Key Staff as referenced in this agreement shall mean a Project Manager, a Principal Planner, a Senior Planner, other junior Planners, Architects, and Transportation Planners, if requested.

7.15.2. PLANNING CONTRACTOR shall obtain prior written approval of Contract Administrator (the Planning Department Director) prior to changing key staff. PLANNING CONTRACTOR shall provide Contract Administrator with such information as necessary to determine the suitability of proposed new key staff. Contract Administrator shall be reasonable in evaluating key staff qualifications.

7.15.3. Contract Administrator may request removal of any of PLANNING CONTRACTOR's staff at his or her discretion.

7.15.4. The CITY reserves the right to approve the members of the Key Staff and the roles they will undertake in the assignment.

- 7.15.5. Each assignment issued under this Agreement by the CITY to the PLANNING CONTRACTOR, the PLANNING CONTRACTOR will at the CITY's request, disclose the role, qualifications and hourly rate of each individual working on the assignment.
- 7.15.6. The CITY reserves the right to require replacement of any of the members of the Consulting Team. Any proposed addition or change of members of the Consulting Team initiated by the PLANNING CONTRACTOR must obtain the CITY Representative's prior written approval.
- 7.15.7. In the event of the death, incapacity or termination of employment of any member of the Consulting Team before Completion of the Services, the PLANNING CONTRACTOR shall at its own expense and as soon as reasonably practicable arrange to substitute or replace the individual member concerned subject to section 7.15.
- 7.15.8. The PLANNING CONTRACTOR shall ensure that the substitute or replacement is no less qualified in terms of relevant experience and qualifications than the outgoing individual and is available at the relevant time to act as such replacement or substitute. The PLANNING CONTRACTOR shall without delay forward curriculum vitae of the proposed substitute or replacement to the CITY. The deployment of such substitute or replacement shall be subject to the CITY's consent.
- 7.15.9. The PLANNING CONTRACTOR shall solely be responsible for all direct, indirect and consequential costs or losses that may arise from the substitution or replacement of members of the Consulting Team.

7.16. INDEPENDENT CONTRACTOR

PLANNING CONTRACTOR is an independent contractor under this Agreement. Services provided by PLANNING CONTRACTOR shall be subject to the supervision of PLANNING CONTRACTOR. In providing the services, PLANNING CONTRACTOR or its agents shall not be acting and shall not be deemed as acting as officers, employees, or agents of the CITY, nor shall they accrue any of the rights or benefits of a CITY employee. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

7.17. THIRD PARTY BENEFICIARIES

Neither PLANNING CONTRACTOR nor CITY intend directly or substantially to benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement. No subcontractor or sub-consultant, whether named or unnamed, shall be a third party beneficiary of this Agreement.

7.18. CONFLICTS

- 7.18.1. Neither PLANNING CONTRACTOR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with PLANNING CONTRACTOR's loyal and conscientious exercise of judgment related to its performance under this Agreement.

7.18.2. PLANNING CONTRACTOR agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against CITY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

7.18.3 In addition to the above and to avoid any conflict of interest of any appearance thereof, PLANNING CONTRACTOR shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.) or anyone doing business with the CITY.

7.18.4. In the event PLANNING CONTRACTOR is permitted to use sub-consultants to perform any services required by this Agreement, PLANNING CONTRACTOR agrees to prohibit such sub-consultants from having any conflicts as within the meaning of this section, and shall so notify them in writing.

7.19. CONTINGENCY FEE

PLANNING CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for PLANNING CONTRACTOR, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for PLANNING CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, CITY shall have the right to terminate this Agreement without liability at its discretion, or to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

7.20. WAIVER OF BREACH AND MATERIALITY

7.20.1. Failure by CITY to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

7.20.2. CITY and PLANNING CONTRACTOR agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

7.21. COMPLIANCE WITH LAWS

PLANNING CONTRACTOR shall comply with federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement applicable at the time the scope of services was drafted for this agreement and shall obtain all required permits from all jurisdictional agencies to perform the services under this Agreement at its own expense. In addition, at the time each Task Order is executed, any revisions to applicable federal state, and local laws, codes, ordinances, rules and regulations shall apply.

7.22. SEVERABILITY

In the event this Agreement or a portion or a term of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the fullest extent permitted by law unless CITY or PLANNING CONTRACTOR elects to terminate this Agreement.

7.23. JOINT PREPARATION

Preparation of this Agreement has been a joint effort of CITY and PLANNING CONTRACTOR and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

7.24. PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit or addenda attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 7 of this Agreement shall prevail and be given effect.

7.25. APPLICABLE LAW AND VENUE

The laws of the State of Florida govern the validity of this Agreement, its interpretation and performance, and any claims related to it. The venue for mediation, litigation or any other legal proceeding shall be Monroe County, Florida, Lower Keys Division of the Circuit Court or the Southern District of Florida. This Agreement is not subject to arbitration.

7.26. INCORPORATION BY REFERENCE

The attached exhibits are incorporated into and made a part of this Agreement: **Exhibit A** the **PLANNING CONTRACTOR's response**, Exhibit B is PLANNING CONTRACTOR's Hourly Rates, Exhibit C is RFQ 22-009.

7.27. SURVIVAL OF PROVISIONS.

Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

7.28 COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be deemed to be an original and such counterparts shall constitute one and the same instrument.

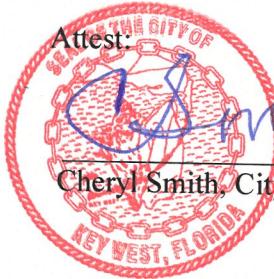
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the
respective dates under each signature.

By: CITY OF KEY WEST



Patti McLaughlin, City Manager

19 day of Jan, 2023



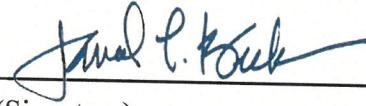
Attest:



Cheryl Smith, City Clerk

19 day of Jan, 2023

By: PLANNING CONTRACTOR



(Signature)

Jared Beck, Senior Associate

(Print Name and Title)

18 day of January, 2023

Attest:



(Signature)

Ramon Castella - Vice President

(Print Name and Title)

18th day of January, 2023

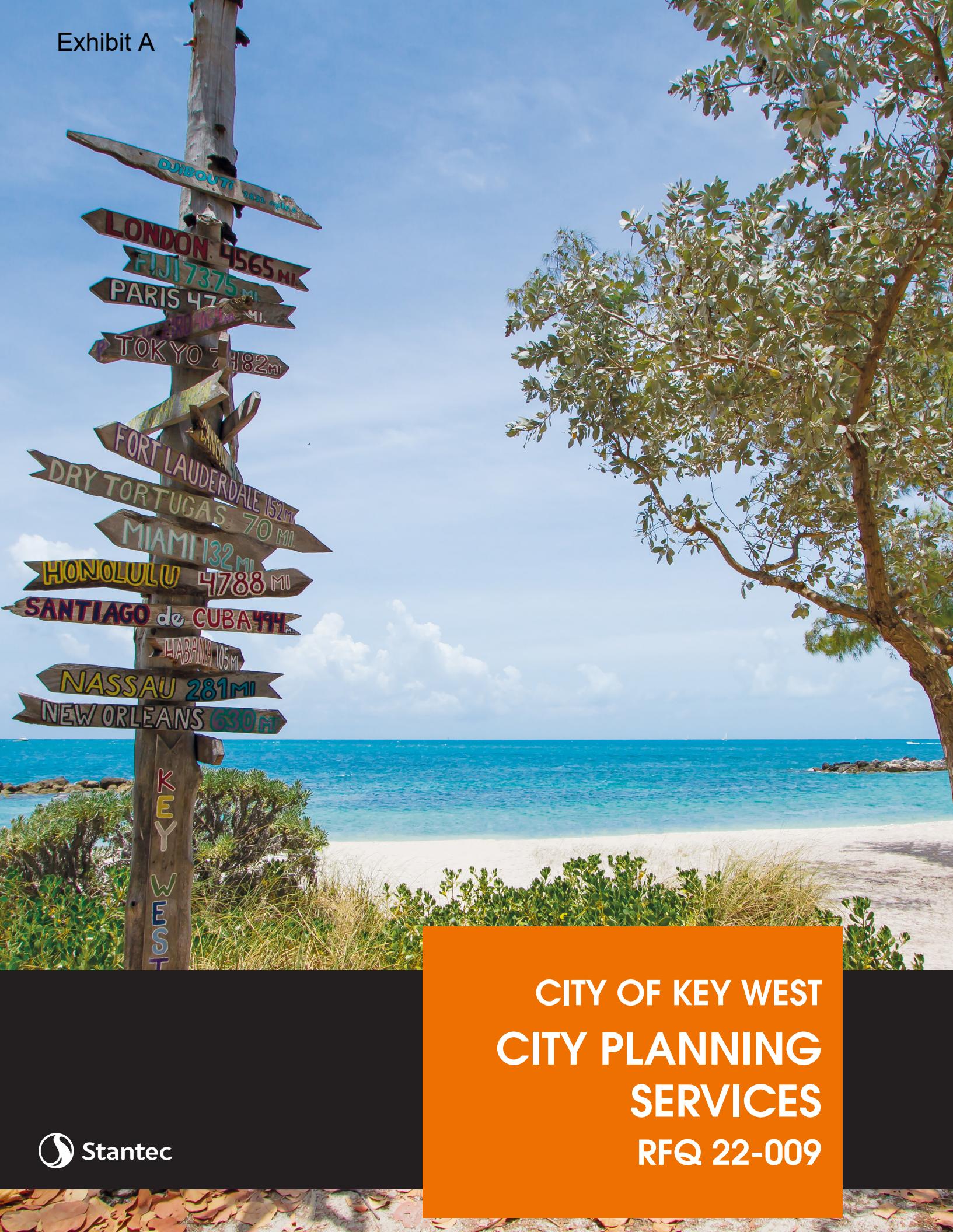


Exhibit A
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1.
COVER LETTER

Exhibit A

Cover Letter

October 11, 2022

City of Key West
Cheri Smith MMC, CPM, City Clerk
1300 White Street
Key West, Florida 33040



901 Ponce de Leon Boulevard, Suite 900
Coral Gables, Florida 33134

RE: RFQ #22-009, City Planning Services

Dear Ms. Smith and Members of the Selection Committee:

On behalf of the Stantec team, I'm pleased to submit our proposal for City Planning Services. We are truly excited about this opportunity with the City of Key West. The Stantec team brings more than 65 years of experience and history in working with Florida local governments. We are urban planners and designers, landscape architects, preservationists, engineers, and community engagement specialists, among others to serve this project.

As a company, we bring robust experience and proven success to our public clients in planning related services. These often range from working within the current direction from the Department of Economic Opportunity relative to Comprehensive Planning; the unique requirements of Florida State Statute 163 relative to Community Redevelopment; or locally based Land Development Regulations, zoning, stabilization and revitalization, economic development, corridor studies, preservation, transportation, and other focus areas; we are engaged to support communities in addressing their biggest needs and realizing their long-term vision.

We understand this RFQ is specific to planning support services including plan review and processing of variances, easements, conditional use permits and major and minor development plan applications, review of transportation studies and providing expertise on best practices and finalizing draft text amendments to the LDR's, among other related planning tasks. We also understand this RFQ includes the review of applications for compliance with the codified Historic Architectural Design Guidelines for Certificates of Appropriateness and presentation to the Historic Architectural Review Commission, along with other related preservation tasks.

While our public planning practice is generally project based for local governments, many of our team members identified for this RFQ, including Jared Beck, Josh Philpott, Shelby Fuente, Crystal Allred, and Corey Gray, have a significant amount of related experience from prior roles working in local governments as staff Planners, Senior Planners, and Planning Managers. The planning work we do, both for public and private sector, involves the preparation, review and presentation to staff and boards of the applications documents, packages, and presentations as identified within the RFQ.

Additionally, Stantec currently provides plan review and related services to several other Florida communities, including: Public Works plan review for the City of North Miami Beach, Community Appearance plan review for the City of Miramar, Stormwater plan review for Collier County, and Site Civil, Pump Station, and Bridge plan review for Palm Beach County, as examples. We are also currently providing in-house staffing services for the Collier County Transportation Division, and have done this several times in the past for the Collier County Metropolitan Planning Organization.

We look forward to the opportunity to discuss our experience and capabilities with you further.

Sincerely,

Stantec Consulting Services Inc.

A handwritten signature in blue ink that reads "Jared L. Beck".

Jared Beck, AICP
Contract and Project Manager
Office: 305-445-2900 // Cell: 239-821-2765
jared.beck@stantec.com

2. **INFORMATION PAGE**



Exhibit A

Information Page

Project Name:

City of Key West City Planning Services (RFQ #22-009)

Name of Vendor:

Stantec Consulting Services Inc.

Project Manager Contact Information:

Jared Beck, AICP, Senior Associate
901 Ponce de Leon Boulevard, Suite 900
Coral Gables, Florida 33134
T. (305) 445-2900 / F. (305) 445-3366
jared.beck@stantec.com

Authority to Make Representations for the Firm Contact Information:

Jared Beck, AICP, Senior Associate
901 Ponce de Leon Boulevard, Suite 900
Coral Gables, Florida 33134
T. (305) 445-2900 / F. (305) 445-3366
jared.beck@stantec.com



Exhibit A

OFFICER'S CERTIFICATE
of
STANTEC CONSULTING SERVICES INC.
A NEW YORK CORPORATION

I, the undersigned, do hereby certify that:

1. I am the duly elected and acting **Corporate Counsel** of **Stantec Consulting Services Inc.**, a **New York** corporation (the "**Corporation**").
2. On **April 1, 2022**, the following resolution was adopted by the Corporation's Board of Directors:

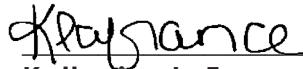
BE IT RESOLVED THAT:

1. the Corporation hereby adopts the Signing Authority Policy, as modified or amended from time to time, of Stantec Inc.;
2. execution of any documents for and on behalf of the Corporation shall be governed by the Signing Authority Policy, as modified or amended from time to time, of Stantec Inc.; and
3. the Secretary or any of the Corporate Counsels of the Corporation be authorized, empowered and directed from time to time as required to facilitate the execution of contracts or submission of proposals, to sign, and to seal with the Corporate Seal, Certificates of the foregoing action evidencing the authority delegated in the Signing Authority Policy, as amended from time to time, of Stantec Inc.

Jared Beck is a **Senior Associate** of the Corporation, and in that capacity is duly authorized to sign proposals and enter into agreements for professional services in accordance with the Corporation's Signing Authority Policy in connection with the following project:

Key West City Planning Services (RFQ # 22-009)
City of Key West

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Corporation, this 30th day of September, 2022.


Katharine LaFrance
Corporate Counsel



3. ORGANIZATION CHART



Exhibit A

Project Team

Stantec's planning team combines deep local knowledge and ready resources with award-winning expertise and best practices. Our broad-based knowledge of Key West, along with our seasoned planners and disciplinary experts, and the right management team will deliver successful results on time and within budget. This is a "tried and true" planning team.



Contract and Project Manager

Jared Beck, AICP

Comprehensive Planning

Josh Philpott, AICP

Shelby Fuente

Urban Planning & Economic Development

Jared Beck, AICP

Corey Gray

Transportation Planning

Chris Benitez, PE, PTOE, RSP¹

Urban & Community Planning

Amanda Brandon, AICP

Crystal Allred, APA

Corey Gray

Shelby Fuente

Historic Preservation

Jared Beck, AICP

Allan Shulman, FAIA, LEED AP

Hisham Suliman RA, LEED AP

PROJECT TEAM INFORMATION

Key Personnel	Role	Location
Jared Beck, AICP	Project/Contract Manager; Urban Planning & Economic Development; Historic Preservation	Coral Gables, FL
Josh Philpott, AICP	Comprehensive Planning	Fort Myers, FL
Chris Benitez, PE, PTOE, RSP ¹	Transportation Planning	Coral Gables, FL
Amanda Brandon, AICP	Urban & Community Planning	Sarasota, FL
Crystal Allred, APA	Urban & Community Planning	Sarasota, FL
Corey Gray	Urban & Community Planning; Economic Development	Tampa, FL
Shelby Fuente	Urban & Community Planning; Comprehensive Planning	Tampa, FL
Allan Shulman, FAIA, LEED AP	Historic Preservation	Miami, FL
Hisham Suliman RA, LEED AP	Historic Preservation	Miami, FL

4.

COMPANY INFORMATION



Exhibit A

Company Information

About Stantec

Stantec leads in specialized services and developing innovative solutions across disciplines. Our work—professional consulting in planning, landscape architecture, engineering, architecture, environmental sciences, project management and project economics—begins at the intersections of community, creativity and client relationships. Stantec's multidisciplinary approach to working with public sector agencies allows us to capitalize on our comprehensive experience and skills, and develop innovative solutions that are responsive to community needs today, and position them for the future.

Creating a community vision and the strategies to implement that vision are important undertakings that require a broad knowledge base, skills to guide the process in developing ideas that are implementable, and a technical understanding to break them down into orderly steps and the actions to implement.

We aim to transfer our passion for innovation to our clients and projects, achieving distinguished and functional results that stand the test of time. Our local strength, knowledge, and relationships, coupled with our world-class expertise, have allowed us to meet our clients' needs in more creative and personalized ways. We provide the resources of a large global firm and the customer service of a small, local, boutique firm.

We understand the City's Scope of Services.

We've had the honor to work with many communities throughout Florida, and beyond, that have characteristics similar to Key West – and one thing we know is that no matter how similar those characteristics are, there are always those special things that make a community unique.

We understand the scope of services identified is specific to ongoing planning support on behalf of the City. While this is not our general scope of planning services, we believe our overall planning practice and practical implementation of planning both with public and private sector clients supports our overall qualifications for this project.

In the following pages we'll introduce you to our team and some of the projects we've done – some here in Florida and others beyond. We believe this is a great project and would love to be your partner. While we've outlined what we believe to be appropriate at this time based on what we have reviewed and learned, we are more than happy to discuss and revise if we've missed the mark anywhere to be sure that this fits your goals and budget.



Exhibit A

Stantec Planning Expertise.

There are several areas of practice we work in for public and private planning clients that provide practical experience for this RFQ.

Visioning.

Thinking big, drawing on the things we wish to see in the future of our community, our goals, hopes and aspirations are at the core of great Visions. This process should be fun, engaging, and provide a sense of accomplishment and contribution for those who participate. It's about community building, exposing different thoughts, positions, and views, and bringing people together in finding commonalities.

It's also about educating and bringing those involved to a "level playing field" of knowledge so that when done, those big goals can happen. With meaningful input, consensus, and support, those involved become champions of the plan and for the City, and caretakers of the local process – resulting in the most successful Vision plans.

Public Engagement.

One of the most rewarding and insightful aspects of public projects is the direct dialogue with those impacted and understanding their concerns, wants, and dreams. This is a valuable process in gathering input and understanding the view of the stakeholder regardless of the project type, while also demonstrating the public process, their opportunity and role to be involved, and transparency. From community planning and visioning to public information, our team has developed an outstanding toolkit including traditional, targeted, innovative and online methods, strategies, and steps.

Whether for large- or small-scale projects, our team develops public engagement programs that meet the project needs and budget, and result in community supported outcomes. From website development and social media, graphic design and print collateral, in-person or virtual workshops, or public and media relations, our team has the track record to inform and meaningfully engage interested community members in the boardwalk development process. Recent relevant public engagement programs include: Franklin Street Vision (Tampa, FL) and Village of Wellington Town Center (Wellington, FL) Redevelopment.

Creating successful redevelopment is more than knocking down and starting over. It's about weaving new with old, about adding economic and social vibrancy where it is lacking, and it's about the aesthetics of creating an enjoyable place people want to be. It takes an understanding of the

existing community, thoughtful measures to protect an existing sense of place, and solid plans to fill existing voids. Public redevelopment requires a decades long view, phases and focus points, costs, heavy community involvement and more.

Redevelopment.

Creating successful redevelopment is more than knocking down and starting over. It's about weaving new with old, about adding economic and social vibrancy where it is lacking, and it's about the aesthetics of creating an enjoyable place people want to be. It takes an understanding of the existing community, thoughtful measures to protect an existing sense of place, and solid plans to fill existing voids. Public redevelopment requires a decades long view, phases and focus points, costs, heavy community involvement and more.

Urban and Community Planning.

Understanding the fundamentals of zoning and land use, Land Development Regulations, comprehensive plans, and the broader regulatory framework provide the wider technical knowledge required when thinking big for the long term. Equally so is the keen working knowledge of creating a sense of place, the interface between public and private space, pedestrians, cyclists, vehicles, boaters, building form and function, greenspace, active areas and how we interact within them. All of these play a role in defining great places. Whether near term goals or actions that need to fit within these boundaries, or longer-term goals that will require these be amended or reshaped, any vision and plan must have the right framework to support it.

Neighborhood Plans.

The Stantec team has worked with many communities to help identify and evaluate their neighborhood's strengths and weaknesses; worked with local government agencies to identify infrastructure deficiencies and community service needs; utilized the City CIP, Community Redevelopment Area (CRA) process, grant sources, and various other tools to establish funding mechanisms; and developed neighborhood plans that identify infrastructure improvements and other enhancements to strengthen the community. Plans have focused on creating a sense of place, establishing a foundation for economic development and revitalization, and preserving the integrity of the natural and built environment.

Resiliency & Hazard Mitigation.

Extreme weather events like hurricanes - plus sea level rise, economic downturns, infrastructure decay, aging populations, hackers, terrorism, and more – emphasize our need for communities to absorb, adapt, and thrive regardless

Exhibit A



of chronic stresses and life-altering shocks. Stantec's work unites infrastructure, environment, and quality of life improvements to advance resilience across the globe. Included in our services are vulnerability and risk assessments, climate adaption planning, coastal/riverine flood risk modeling, and ROI and cost-benefit analysis. We have applied these services in communities including Miami Beach, Florida; New Orleans, Louisiana; and Jersey City, New Jersey. Among numerous certifications, **Stantec is also a platform partner with 100 Resilient Cities program.**

Funding.

Identifying a project can be easy. Finding funding is not. Our team understands how challenging and time consuming it can be to identify funding sources, navigate the application processes and administer awards for grant pursuits. Our Funding Experts have secured more than \$4 billion in grant and loan funding through federal, state and local funding programs for our public clients and have a proven track record – bringing projects to reality is what we love to do!

We also know grant funding won't pay for every project, and that's where our Funding Experts go to work in identifying other options for communities to maintain existing levels of service while funding new projects. This may include re-allocation in existing general funds, restructuring existing

debt, bonding, special taxing mechanisms, user fees, millage rate adjustments, re-organizing of capital improvement projects, and more. To make it more user-friendly, we do this in real time with our own proprietary software so you, administration and elected officials, can see in real time the impacts these potential changes have on the overall budget and your future project needs.

Smart Mobility.

Low-impact, sustainable, multi-modal solutions that are context-driven, strategic, and comprehensive is a Stantec specialty. Whether a large or small community, we work to improve the vitality of communities by integrating transit, bicycle, and pedestrian modes in designs that not only promote a healthy lifestyle and improve overall mobility but are also aesthetically pleasing. Our goal is to provide innovative, cost-effective solutions from project conception to completion and include development of master plans, feasibility and strategy studies, neighborhood structure plans, corridor studies, circulation and parking studies, design guidelines, funding strategies, and multi-modal assessments.

Exhibit A

Parks and Recreation.

We love designing parks and open space, whether that's to accommodate team sports and group gatherings, quiet enjoyment, or children at play. Our experts are not only dedicated to park and athletic facility design, but also eco-system design, and environmental preservation. We recognize the challenge of balancing the needs of a diverse population with a wide range of interests and abilities, and the need to sustain vibrancy within our public spaces through all seasons. Our team has successfully designed and built more than 350 parks within South Florida.

Public Facilities.

Whether we're providing civil or structural design services for your infrastructure and transportation improvement projects, design and detail development of your public buildings or facilities, or in support of your project's construction, we are your resource. We also provide life cycle assessments of current infrastructure and facilities, cost estimating, capital budgeting, and replacement planning.

Coastal and Waterfront Engineering.

Since our inception, Stantec has been providing coastal engineering, planning, and surveying solutions for both public and private clients. We design waterfront infrastructure and small-craft harbors including oceanfront or riverside parks, boardwalks, promenades, piers, docks, boat ramps, ferry terminals and marinas. We know and understand the historical context of the key issues and concerns associated with coastal development, land planning, environmental resources, and utility infrastructure across Florida. Our team brings the most qualified design professionals with extensive experience planning and design marinas, boat ramps, and boating facilities, as well as obtaining the environmental permits necessary to bring these projects to life.

Stantec's coastal engineering experts support local and state government, and federal agencies with services for all types coastal and marine programs and projects.



5.

METHODOLOGY AND APPROACH



Exhibit A

Methodology and Project Approach

Like many of Florida's coastal and island communities with decades of development history, the challenges Key West faces and the delicate balance desired between existing and future development and redevelopment is one that takes significant consideration, thoughtful inclusion, and the application of sound planning principles. Today's coastal landscape also presents far more challenges than decades ago—erosion, stormwater management, sea-level rise, and potential damage from wind-storm events among them.

In their simplest forms, planning documents are tools that should reflect the vision that a community sees for its future and provide the framework to ensure it's achieved. Whether that's maintaining and safeguarding the status quo or striving for some level of change, they should be representative of the community's desires. Likewise, they need to reflect the ever-changing demands and expectations by property owners, while still maintaining the vision, allowing for considerate improvement, development, or redevelopment of existing property.

Stantec brings a deep history of experience and a broad range of skills in addressing an array of planning needs.

Also like many of Florida's communities, rapidly increasing housing costs and greater competition is increasingly making it difficult to hire and retain support and professional staff. This challenge becomes more acute when put into the context of the role planning plays on our community and its future.

Our team brings more than six decades of experience working with and assisting Florida cities of all sizes and issues. While much of our work has been related to public and private sector project specific development or redevelopment, that history provides us extensive experience in all forms of local government applications, review and submittal packages, hearings, and processes for city and county commissions / councils / boards, advisory boards, and neighborhood organizations. We have routinely drafted and assisted staff in preparation of Land Development Regulation amendments and re-writes, map and text amendments to Comprehensive Plans, updated application and approval process, and facilitated the public engagement process along the way.

More specific to the City of Key West, several of our key team members have spent many years working in local governments and managing the very same aspects outlined within the RFQ.

Our Team's Philosophy

Our multidisciplinary approach and commitment to balancing the retention of local character while also understanding the economics behind public and private development help us in developing innovative and responsive solutions and outcomes.

We understand the value of process, successful conflict resolution, and the need to strive for consensus among all key stakeholders, while always staying focused on the goal of creating better communities.

Specific to the City of Key West Planning Services Continuing Contract, our project team includes the following experience:

Development and Current Plan Review.

Comprehensive Plan

Comprehensive Plans form the foundation for a community's future, and provide critical guidance for decision-makers on growth and fiscal priorities that have long-lasting impacts. It's important to align the future goals with the community's vision.

In varying sized communities we've help create Comprehensive Plans that capture their essence and priorities. Our services have also included, both for public and private sector entities, simpler Comprehensive Plan elements including text or map updates.

Land Development Regulations

As a Comprehensive Plan sets forth the vision for growth within a community, the Land Development Regulations establish the standards for implementing this vision.

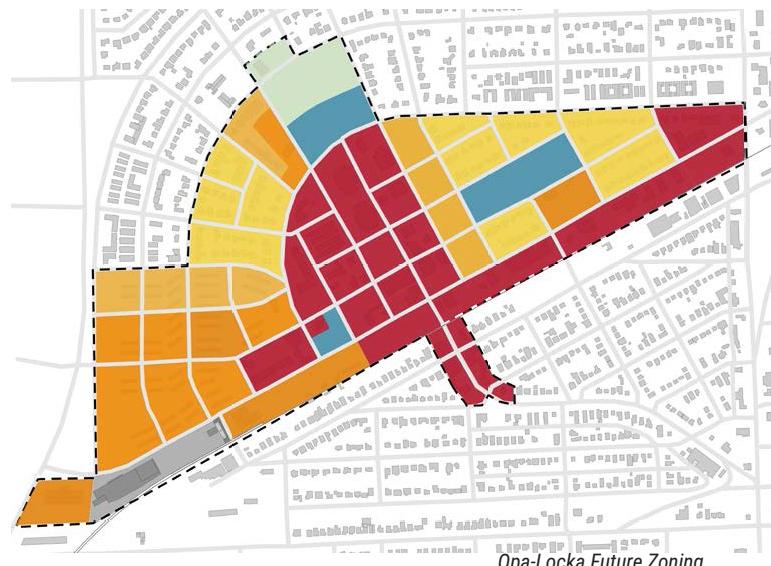


Exhibit A

It's important the authors of these standards understand the needs of the community and the need for practical regulations to develop a common theme throughout the community.

Our team brings decades of local public and private planning experience to this effort—some of which was gained as employees in the public sector. We are well-versed in developing and amending Land Development Regulations to address the unique aspects of the communities we work with, providing for a flexible yet predictable standard for development.

Variances, Warrants, and Conditional Use Applications

While Land Development Regulations seek to provide a clear framework, no two development projects are exactly the same. Working with both public and private sector clients, the development process at times requires us to work with staff and approval bodies in applications for variances, warrants, and condition uses. Having a thorough knowledge of these processes, we work to provide all application items, supporting data, and narrative to accompany these with staff.

Minor and Planned Development Applications

For those situations where a variance, warrant, or conditional use application does not meet the need or desire of the development entity, we assist with minor and planned development applications.

We understand the impact this can have on a development area and the precedent they may set. Key to this is developing clear and concise supporting data and documentation to accompany the necessary approval process, and public hearings as required.

Transportation Planning Review

We have a proven track record with our transportation planning and studies, and have worked throughout the state for large and small public agencies and private development. From long-range modeling to site specific traffic impact statements, our team is well skilled and respected for this work. Currently, we are providing internal staff support with the Collier County (FL) Transportation division, and have previously provided staff support for the Collier County Metropolitan Organization.

Presentations and Public Hearings

As part of our ongoing practice, we frequently provide project informational updates to various review boards and formal presentations to approval to seek project approval. These



Jared Beck at City of Fort Myers Public Meeting

frequently include Planning Boards, Design and Architectural Review Boards, Historic Preservation Commissions, Community Redevelopment Agency Advisory Boards, and City Commissions. As part of these, we routinely prepare draft staff reports, along with presentations and all supporting data needed to demonstrate that the overall project satisfies the expectations of existing code and is fitting within the community character.

General Staff Support

In addition to our project specific work for public and private sector clients, we do at times provide internal staff support for ongoing needs. Currently, we are providing Civil Engineering plan review for the City of North Miami, Community Appearance Board submittal review for the City of Miramar, and as noted before are also providing Transportation Planning services to Collier County. Several of our team members have served as planner, senior planner, or planning managers in previous roles for local governments responsible for all items that have been identified within the RFQ.

Public Engagement

One of the most rewarding and insightful components of public projects is the direct dialogue with those impacted to understand their desires and challenges. Once involved, the community has an opportunity and greater ability to act as champions for the City as well as caretakers of the local process. Should Key West seek to include public involvement, we would work to develop an Engagement Plan, with some of our key tools including:

- **Traditional:** These are conventional methods that most planning processes already use.
- **Targeted:** This is outreach to specific groups that may not otherwise participate in the planning process.

Exhibit A

- **Innovative:** These are creative and unconventional outreach methods to help collect information, increase awareness of the planning process, and boost participation.
- **Online:** Internet-based outreach can help increase awareness and participation and reach people who may not otherwise participate.

Historic Architectural Plan Review.

Our team is very familiar working within historic communities and understanding the delicate balance of preserving a rich history with meeting building needs and uses of today. Through our work, we are qualified to conduct design review and prepare Certificates of Appropriateness, ensure compliance with adopted Design Guidelines and the Florida Building Code, and prepare staff reports and presentations to the Historic Architectural Review Commission.

Our **Project Manager, Jared Beck, AICP**, is a former Principal Preservation Planner in local government, and in addition to his role in overseeing national and multiple local historic districts, he has worked on significant individual landmarks, local and national district designations, and is a published author on residential architecture.

Supporting our team for historic preservation is Shulman + Associates (S+A), an award-winning design, planning and preservation firm based in Miami. Over the past 25 years, the firm has designed some of South Florida's most recognizable buildings, often working within historic fabric. S+A has served as principal investigator for multiple national register districts and has written many historic resources reports. The firm's work is widely published and has been honored with 95 design and preservation awards. Leading

S+A, Allan Shulman has 25 years of experience focused primarily upon design and strategy, including complex renovation and expansion projects, hospitality planning and design, residential works, historic preservation and research consulting, and urban design. Allan is also a Professor at the University of Miami School of Architecture, and author of many books about the history and evolution of South Florida.

Project Management Philosophy and Approach.

Our overall goal is to provide you with the highest level of service and minimize the time and effort required by City staff in supporting your ongoing planning needs. We value your time and want to continue to be consultants you can rely on and trust. We'll accomplish this, in part by:

1. Clearly defining your ongoing project needs and expectations, including assignment response times
2. Working with you to ensure our staff clearly understands Key West specific applications, processes and other procedures
3. Providing draft applications, staff reports, presentations, and other items for staff review prior to completion
4. Conducting weekly status meetings (see Project Communication) including identifying submittal deadlines
5. Performing monthly evaluations of assignments provided, status, completion, and identifying any potential issues (see Schedule Adherence)



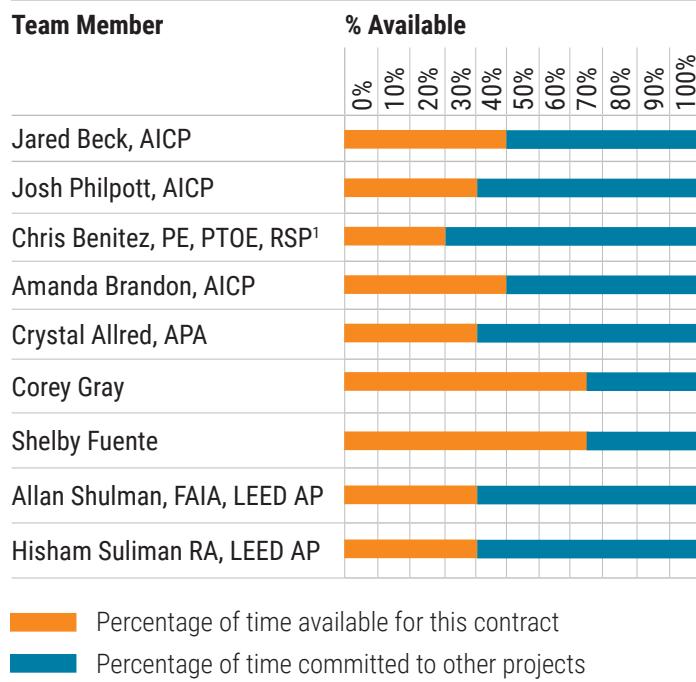
Exhibit A

We will also keep your staff aware of all project details and seek assistance on questions or matters that require your attention so you can maximize your efforts by focusing on items that require a decision. There are several critical project resources and tools that contribute to the delivery of a successful project, they include:

Availability of Staff and Adequate Resources

We ensure that the key project staff that we have proposed are the professionals that will work on this project. When we decide to pursue a project, we evaluate the effort and manpower required, and commit an experienced staff with the appropriate expertise required to complete a successful project.

CONTRACT AVAILABILITY CHART



As part of our rigorous project management process, we perform detailed analysis at the beginning of the project design phase to identify factors that will impact construction costs. Our ISO 9001 QA/QC process verifies that all project details are covered, so that change orders are avoided. This helps us control schedule and budget appropriately, while minimizing surprises. We encourage you to contact our references about our proficiency with maintaining schedules and budgets. Additionally, any subconsultant contracted through Stantec will adhere to both our ISO 9001 procedures and office standards.

Project Scoping

At the start of each project, Stantec thoroughly investigates the assignment and properly documents all work items needed. We work hard to be trusted advisors to our clients and to provide only the highest level of service. We've found it helps our client teams to foster a culture of collaboration by keeping everyone updated on project needs and details while also being mindful of your time.

Project Communications

We are committed to serving the City of Key West and pride ourselves on our responsiveness. Open and frequent communications between the City and Jared Beck, our proposed Project Manager, will be key to a successful project. Communications are typically done through project meetings, phone calls, emails, and monthly progress reports.

At the start of this project, we will meet with the City staff to determine schedule requirements and commit appropriate staff. Every week, our project manager will review the project's status and how the work is progressing according to the schedule. If any new issues come up at the weekly meetings, they will be vetted and promptly evaluated. These weekly reviews allow us to quickly respond to issues and keep assignments moving.

Schedule Adherence

An agreeable and responsive schedule is developed for deliverables during project scoping and maintained throughout the project. The project manager works to anticipate potential delays so they can be minimized. Each month, our Team will provide the City with a progress report that details assignments accomplished, those yet to be accomplished in the next month, any information needed from the City, and any concerns or issues with schedule. These meetings also serve as an ongoing performance review on our ability to meet the City's expectations. Along with our commitment to being responsive, we are dedicated to completing your work tasks on time and on budget.

Exhibit A

Quality Management at Stantec.

Stantec has a formal quality management system in use across the organization that is registered to the ISO9001 Quality Management standard. The quality management system promotes quality practices across the organization with the goal of:

- Reducing the risk and consequences of design errors
- Helping us grow by promoting reliable processes
- Improving productivity and efficiency
- Promoting the quality and reliability of our services
- Improving the financial performance of our operations
- Increasing client confidence and loyalty
- Supporting regulatory compliance

The Stantec Quality Management System (SQMS) helps communicate the organization's practices for planning, managing people, client satisfaction, practice management, managing subconsultants, and for continual improvement. The specific elements of the SQMS are:

- **Strategic Planning:** Aligning our focus, planning our work
- **People Focus:** Key processes to help our most valuable resource
- **Customer Focus:** Understanding client requirements
- **Service Delivery:** Focus on project management and delivery
- **Supplier Focus:** Promoting mutually beneficial supplier relationships
- **Measurement and Improvement:** Measurement of client satisfaction, business results, and progress on improvement objectives

Project Planning and Delivery

The service delivery requirements of this standard are addressed through a focus on our project management and project delivery processes. Our project management framework confirms and clarifies in a concise format the expectations Stantec has of its project managers, and provides centrally located reference documents ("one-stop shopping") with easily accessible online references to relevant resource information.

The 10 Point Project Management Framework includes the critical tasks that affect both the management of risks and achievement of quality on typical projects, and are organized based on the four key stages of project management: initiate, plan, control, and close-out.

Supporting Processes

Other critical aspects of the ISO9001 registered Stantec Quality Management System include:

- **Client Feedback Interview Process:** Client feedback is used to improve our performance on a specific project and to continually improve our organizational practices and processes.
- **Practice Audit Process:** We conduct internal practice audits to assess compliance with our company's policies and procedures and to evaluate the effectiveness of the Stantec Quality Management System. We look for opportunities to improve our processes and leverage best practices.
- **Improvement Process:** Promoting a culture of continual improvement is a fundamental aspect of successful organizations with effective quality management systems. We have a formal improvement process to encourage suggestions for improvement and to document follow-up actions.

At Stantec, we've brought together thought leaders and design talent to do one thing—create authentic, vibrant, and economically successful communities.

We believe that the success of any planning effort lies in a comprehensive approach with visionary, yet achievable goals.

6. PERSONNEL



Exhibit A

Key Personnel Resumes



*Former Principal Preservation Planner
for a Florida local government*

Jared Beck AICP

Contract and Project Manager

Education

BS, Landscape Architecture, Texas Tech University

Registrations

AICP Certified Planner #027911

Memberships

American Planning Association

Florida Redevelopment Association

Urban Land Institute

Miami-Dade County Historic Preservation Board

Jared brings a broad background that blends together creating great spaces and places with skilled and implementable long-range planning. His passion lies in urban design and redevelopment, and he's spent more than 20 years helping Florida communities achieve their visions. Jared is a recognized subject matter expert in Community Redevelopment Agencies and the unique statutory requirements that regulate them. He's worked with communities throughout the state in assessing their redevelopment needs – downtown's, residential neighborhoods, commercial corridors, and industrial developments, in identifying appropriate redevelopment strategies and implementation plans that harnesses character defining elements in an area with feasible infill and development.

His skills extend beyond policy and planning, and as a former Executive Director of a merchant-driven downtown business district, he has helped dozens of locally owned businesses succeed, managed hundreds of special events, developed and implemented marketing campaigns, and formed strategic partnerships, among an array of other accomplishments that come with activating a vibrant downtown. He recognizes the opportunity present in every downtown and has the tools to bring them to life.

His experience also includes historic preservation, and as a former Principal Preservation Planner in local government, Jared is well versed in the Secretary of the Interior's Standards for Rehabilitation, and has facilitated rehabilitation, infill, and redevelopment in locally and nationally designated commercial and residential neighborhoods. He has also assisted in the restoration of numerous significant historic properties including the highly awarded Edison & Ford Winter Estates, the Langford Kingston and the Murphy Burrows Mansions.

He has also co-authored multiple local and national historic district designation reports.

He is a co-author of an award-winning book on Florida residential architecture from the early 1900's to today. Jared has a true passion for the work he does and is a firm believer that every community has its own unique qualities and untapped assets – his job is to help identify those and develop the roadmap that leverages them for greater future success!

Relevant Urban Planning Project Experience:

Opa-locka Downtown Master Plan | Opa-locka, Florida

Stantec developed a vision based on market-realities and with developer and business interest to reshape Downtown. Key elements include transforming blocks of low-quality multi-family housing into mid-rise mixed-use and mixed income housing that will create the compact critical mass to support future businesses. Related tasks included a new overlay and new development and design regulations, including a shared parking program covering several zoning districts within the Downtown area.

Cleveland Avenue Corridor Redevelopment Implementation Plan and Update | City of Fort Myers, Florida

Stantec was selected to develop proposed amendments to the Cleveland Avenue Redevelopment Plan and implementation strategies. Upon completion, Stantec identified and wrote recommended code amendments for implementation by the City. A series of implementation strategies included design guidelines, grant programs, policing and safety, community-based partnerships, outreach and marketing, streetscapes, and funding strategies. Since completing the implementation strategy, Stantec has subsequently pursued and was awarded full funding for a Florida Department of Transportation Beautification Grant to complete landscape installation within a key segment of the corridor

Del Rio Comprehensive Plan | City of Del Rio, Texas

Stantec is currently completing the new Comprehensive Plan for the City Del Rio with key emphasis on land uses, economic development and resiliency. Atypical to most Florida Comprehensive Plans, once completed, this Comprehensive Plan will include a full implementation plan and funding sources.

Franklin Street Vision Plan | Tampa, Florida | Project Planner

Stantec developed the Franklin Street Vision to build on past planning efforts to revitalize historic Franklin Street in downtown by providing detailed block-by-block strategies in a very graphic-forward plan to promote reinvestment and redevelopment along Franklin which recognizes and complements the Street's historic significance.

Fontana Forward | City of Fontana, Florida

As part of combined comprehensive plan and re-write of the Land Development Code, Stantec (Jared Beck) worked with the City and team members to develop the Form-based code for use throughout

Exhibit A

the expansive downtown area. A key goal of this is to help attract reinvestment in the aging, yet historic downtown.

Southwood | Arvida | Tallahassee, Florida

As part of the master development plan, Jared served as the consultant reviewer for all residential and commercial development project development approvals and compliance with the approved Architectural and Design Guidelines.

Citywide Redevelopment Areas Analysis & Recommendations |

City of Fort Myers, Florida

Committed to achieving significant redevelopment within the City of Fort Myers, Stantec was hired to evaluate each of the nine community redevelopment areas for their current viability and develop recommendations on any modifications that may strengthen their ability to be successful. As a major undertaking, research and review of original finding of necessity's, redevelopment plans, and actions accomplished established a baseline to evaluate current success. Field surveys, data analysis, tax increment revenue forecasts and analysis, mapping, and coordination with CRA and City Staff on future capital investments, community needs, growth projections and planning efforts allowed us to develop a comprehensive report with implementable strategies for the CRA to execute in the upcoming years. Various recommendations included expansion and contraction of boundaries, sunsetting of districts, and extending effective lifespans.

Northwest Manatee Plan | Manatee County, Florida

Despite the creation of numerous incentives to spur economic development on the northwest quadrant of Manatee County, little success has been achieved. Stantec was hired to completed a comprehensive study spanning from land-use and incentives to infrastructure ranging from roadways to utilities. Included in the final plan were a series of clear recommendations including specific land use and zoning criteria to provide greater flexibility to attract investment while also still fitting within the County's goals.

Rural Lands West | Collier County, Florida

As part of Florida's award winning stewardship program, Stantec created the development and design guidelines for self-sufficient new town in eastern Collier County, including residential, commercial, office, educational and civic places and spaces that will be home to more than 12,000 residents.

Historic Downtown Redevelopment of Old US 41 | Bonita Springs, Florida

Stantec was hired to work with the project team in developing a master streetscape plan to that would enhance and complement the historic commercial district.

Relevant Historic Preservation Project Experience:

While much of Jared's current work focuses on redevelopment and often within historic communities, his past roles and personal interest have allowed him to become highly skilled in historic preservation and adaptive reuse.

The following feature some of his more significant achievements or projects.

Principal Preservation Planner | City of Fort Myers, Florida

Jared has previously served as the Principal Preservation Planner for the City of Fort Myers with development and rehabilitation oversight of the nationally designated Downtown Commercial District and of three locally designated residential historic districts.

The Downtown Commercial District, with a period of significance from 1888 through 1939 underwent substantial rehabilitation and revitalization over the years, including new infill development throughout Jared's time with the City. His role included working directly with property owners and preparation of Certificate of Reviews, recommendations and presentations to the Historic Preservation Commission, and monitoring building progress for compliance with approved plans.

His role in oversight of the local residential historic districts included the same property owner coordination, approvals, and monitoring for compliance. During his time with the City, he also introduced new approval process including a greater level of administrative approval to increase efficiency on new projects.

Edison Ford Winter Estates | City of Fort Myers, Florida

Situated on the Caloosahatchee River, the historic Edison Ford Winter Estates has invested substantially over the years in significant restoration and rehabilitation of the structures and historic grounds. Ongoing work involving Jared included restoration of the grounds, laboratory, ADA compliance, wind storm and flood hardening, and non-historic site improvements including parking, access, and signage.

Murphy Burroughs Home | City of Fort Myers, Florida

A stunning victorian mansion located on the Caloosahatchee River, Jared assisted the non-profit lessee and the City in implementing wind storm and flood hardening, ADA compliance, and rehabilitation of the former garage, servants quarters, and kitchen for reuse as event space and offices.

River & Road, Craftsman to Modern

With a love for residential architecture in Florida and the stories of those who built these homes, Jared co-authored an award winning (Florida Book Awards) book on residential architecture and development of Florida as shown through an eclectic waterfront community that has harmoniously blended nearly a century of residential development.

Exhibit A



Former Senior Planning and Planning Manager for a Florida local government and for a Florida port authority

Joshua Philpott AICP
Comprehensive Planning

Education

BS, Natural Resource Management (Focus in Urban Planning),
Western Carolina University

Registrations

AICP Certified Planner #151648

Memberships

American Planning Association
Florida Planning and Zoning Association
Florida Airport Council

Josh is an urban planner with 20 years of experience in community and land use planning that includes working on a broad range of projects for both public and private sector clients. His experience with local land use and entitlement projects has led him to be involved with a number of significant economic development and community infrastructure projects that form the backbone of communities. Over the years, Josh has led Comprehensive Plan Updates and Amendments, Land Development Regulation revisions, and specialized land use studies for communities across the state. Josh is uniquely capable of leading major planning projects by understanding the connections between the community character, infrastructure capacity, economic development drivers, and land use tools to ensure a healthy and sustainable future.

Relevant Project Experience:

- Airglades Strategic Land Use Analysis, Hendry County, Florida (Project Manager)
- City of Naples Vision Plan Assessment and Goals, City of Naples, Florida (Project Planner)
- Northeast Lee County Wellfield Expansion, Lee County, Florida (Project Manager)
- Lee County Port Authority Planning Services, Lee County, Florida (Project Manager)
- Various Lee County Comprehensive Plan Amendments, Lee County, Florida (Project Manager)
- Del Rio Comprehensive Plan, Del Rio, Texas (Project Planner)
- Rosa Park Transfer Station Redevelopment, Fort Myers, Florida (Project Manager)
- Arborwood DRI Amendment, Fort Myers, Florida (Project Manager)
- Cape Coral Bimini Basin Mooring Field Regulations & Ordinance, Cape Coral, Florida



Chris Benitez PE, PTOE, RSP¹
Transportation Planning

Education

BS, Civil Engineering, Florida International University, 2006

Registrations

Professional Engineer #74035, State of Florida
Certified Professional Traffic Operations Engineer #4286,
Transportation Professional Certification Board Inc.
Road Safety Professional¹ #323, Transportation Professional
Certification Board Inc.

Chris has 16 years of experience as a transportation engineer working on several types of projects including multimodal/complete street projects, Project Development & Environment (PD&E) Studies, traffic and safety engineering, Efficient Transportation Decision Making (ETDM) activities, interchange, expressway, and corridor planning and design, transit planning, public involvement, training and presentations, and managing task order/on-call contracts. He has worked on projects for the Florida Department of Transportation (FDOT), Miami-Dade Transportation Planning Organization (TPO), Broward Metropolitan Planning Organization (MPO), Miami-Dade Expressway Authority (MDX), Collier County, South Florida Regional Transportation Authority (SFRTA), and numerous local governments within South Florida including the City of Doral, City of Miami, North Bay Village, Town of Cutler Bay, City of South Miami, and City of Coral Gables.

Relevant Project Experience:

- Doral Central Park Traffic Study, Doral, Florida (Lead Traffic Engineer)
- SR 934/79th Street/Kennedy Causeway Corridor Study, City of North Bay Village (Project Manager)
- Traffic Flow Modification Study at Stillwater Drive and 79 Street, City of Miami Beach, Florida (Project Manager)
- NW 59th Avenue Extension, Town of Miami Lakes, Florida (Traffic Engineer)
- Districtwide Transportation Planning Organization (TPO), FDOT District 6 (Task Lead)
- Traffic Calming Study at SW 74 St., South Miami, Florida (Project Manager)
- Franjo Road, Gulfstream Road and Cutler Ridge Drive Traffic Calming Study (Project Manager)
- SW 344th Street and US-1 Evacuation Planning Assessment, Miami-Dade MPO (Deputy Project Manager)
- Traffic Operations and Parking Assessment of the SW 8 Street and SW 39 Avenue Area, City of Miami, Florida (Deputy Task Manager)

Exhibit A



Former Senior Planner for a Florida local government.

Crystal Allred APA

Urban and Community Planning

Education

MS, Urban and Regional Planning, Florida State University, 1982
BA, Sociology, Florida State University, 1977

Memberships

Member, American Planning Association
Member, Florida Planning and Zoning Association
Certified Instructor, League of American Bicyclists

An experienced public sector planner, Crystal's credentials include progressively responsible positions with the public and private sector. She has 38 years of professional planning experience and offers an exceptional working knowledge of evaluating and adopting comprehensive plan amendments, economic and retail trade area analysis, public participation, small area project planning, development regulations and zoning ordinance updates, and joint planning agreements. Crystal has extensive strategic and hands-on tactical experience, public participation, and the ability to identify community issues and formulate effective solutions in compliance with state and local regulations. She managed the division responsible for processing rezone and special exception petitions, and the division responsible for processing large scale comprehensive plan amendments and annual capital improvements updates, developments of regional impact (DRI), associated annual monitoring reports, and other large-scale developments.

Relevant Project Experience:

- Osprey Revitalization Plan, City of Osprey, Florida (Senior Planner)
- Clark Road Corridor Plan, City of Sarasota, Florida (Senior Planner)
- University Parkway Corridor Plan, City of Sarasota, Florida (Senior Planner)
- Capital Improvements Planning, Sarasota County, Florida (Senior Planner)
- Comprehensive Plan Update, City of Corpus Christi, Texas (Senior Planner)
- Comprehensive Plan Update, City of Baxter, Minnesota (Senior Planner)
- I-75/Central Sarasota Parkway Comprehensive Plan Amendment, Sarasota County, Florida (Senior Planner)
- Evaluation and Appraisal of Comprehensive Plan, City of Sarasota, Florida (Senior Planner)



Amanda Brandon AICP

Urban and Community Planning

Education

MS, Urban and Regional Planning, Florida State University, 2019
BS, City and Regional Planning, The Ohio State University, 2016

Registrations

AICP Certified Planner #32981

Memberships

Member, American Planning Association
Member, American Institute of Certified Planners
Board of Directors, Florida Planning and Zoning Association

Amanda recently joined Stantec as an Urban Planner with five years of public and private project experience including land use analysis, due diligence, entitlements, comprehensive plan updates, and small areas plans. She is proficient in ArcGIS, Adobe Creative Suite, MetroQuest, and Survey123.

Relevant Experience:

- Lakewood Ranch Southeast, SMR Communities, Inc., Sarasota County, Florida (Planner)
- 3H Ranch, Sarasota County, Florida (Planner)
- Apopka Substation Siting Report, Apopka, Florida (Planner)
- Virgin Islands Brownfield Grant (Grant Writer)
- Lakewood Ranch Life Time, Sarasota County, Florida (Planner)

Prior Experience:

Kimley-Horn and Associates, Inc. (2019-2022)

Land Planning Consultant

- Updated/wrote City Comprehensive Plans and Land Development Regulations to reflect best planning practices and resiliency initiatives
- Researched, wrote, and designed community plans including sidewalk master plans, parks master plans, small area plans, and complete streets plans
- Performed due diligence research and assisted with land use entitlements
- Created ArcGIS maps & Adobe Creative Suite design visuals
- Researched and created redevelopment/investment strategies for communities
- Developed resiliency grant applications
- Created and analyzed datasets including inventory of street lighting assets for multiple counties
- Created form-based codes and design standards
- Developed public outreach and community workshop materials
- Managed and coordinated multi-disciplinary efforts on projects

Exhibit A



*Former Program Planner, Land Use/
Zoning for a Florida local government*

Corey Gray MURP

Urban and Community Planning

Education

MA, Urban and Regional Planning, University of South Florida, 2019

BS, Environmental Geography, Kutztown University of Pennsylvania, 2013

Corey is an urban planner of five years who specializes in public and private sector work dealing with land use/zoning, urban design, and long range planning. He has spent a majority of his career in public sector planning, both long-range and current. He provides direct support to client's planning needs, such as rezoning, comprehensive plan amendments, variances, etc. Additionally, he conducts due diligence and entitlement reports for current and future clients, including GIS map creation.

Relevant Project Experience:

- New Port Richey CRA Update, New Port Richey, Florida (Planner)
- NW Deerfield Beach Improvement Plan, Deerfield Beach, Florida (Planner)

Prior Experience:

Pinellas County Planning Department (2017-2022)

Program Planner, Land Use/Zoning

- Planner on call answering zoning/land use questions
- Prepared staff reports and gave presentations before the Board of Adjustment and Appeals (BOAA), Local Planning Agency (LPA) and Development Review Committee (DRC)
- Assisted with Long Range and Strategic Initiatives sections
- Managed all Census related projects and tasks including the Boundary Annexation Survey, Locational Update of Census Addresses, and Complete Count Committee program
- Created flyers, pamphlets, and other related documents
- Community Analyst as needed for projects and reports
- Conducted research and prepared studies relating to short and long-range planning topics
- Assisted with the development of PLANPinellas, the Pinellas County Comprehensive Plan update, Palm Harbor Master Plan, and both the Lealman and Downtown Palm Harbor Form Based Code.
- Staffed Census 101 Speakers Bureau; Trained on NIMS and have experience in an EOC and County Staging Area setting
- Assisted with the Land Development Regulation Update



Former Long Range Planner for a Florida local government

Shelby Fuente

Urban and Community Planning

Education

BA, Political Science & English, Auburn University, 2018

Memberships

Auburn Wesley Foundation, Hospitality Chair

Shelby recently joined Stantec as an urban/rural planner of three years with a focus on governmental long range planning with a strong passion for serving communities.

Experience:

Pasco County Planning and Development, Long Range Planning, Pasco County, Florida (2020-2022)

Long Range Planner

- Project Manager for Comprehensive Plan Amendments, Annexations, CDDs Site plan review, and team training
- Drafted and edited Standard Operating Procedures (SOPs) for department wide procedures
- Developed planning studies and detailed reports

Long Range Assistant Planner

- Assisted Planners in day to day functions
- Project Manager for Annexations, CDDs, and municipal coordination
- Developed planning studies and detailed reports
- Served as Liaison and Lead for the Pasco County-wide initiative for the Federal Census population count

Montgomery Chamber of Commerce, Montgomery, Alabama

Marketing Intern

- Utilized and implemented new professional software systems MGM and MBJ Magazine contributor, editor
- Managed seven diverse commerce projects (Impact Maker Awards, Simpleview, Libris, Chamber Master, Etc.)
- Represented the MCCOC at state and city press conferences

Auburn University, Auburn, Alabama

Research Assistant: Urban/Rural Planning in Alabama

- Assisted Doctoral students in writing, researching, and editing dissertations
- Volunteered with local municipalities
- Increased awareness for the aging and low-income population in Alabama

Exhibit A



**Shulman +
Associates**

Allan Shulman FAIA, LEED AP
Historic Preservation

Education

MA, Architecture, University of Miami, 1993
BA, Architecture, Cornell University, 1985

Registrations

Registered Architect # AR0012763, State of Florida
LEED Accredited Professional, U.S. Green Building Council

Memberships

American Inst. of Architects Fellow/State Gold Medalist; Urban Land Institute Member; Society of Architectural Historians (SAH) Member; National Trust for Historic Preservation Member

Allan has 30+ years of experience in architecture, urban design, and historic preservation. As founder of Shulman + Associates, he has focused primarily upon design and strategy, including complex renovation and expansion projects, hospitality planning and design, residential works, historic preservation and research consulting and urban design. Rooted in Miami, Allan has been at the forefront of redevelopment in the city.

Allan creates site-specific designs based on multidisciplinary research and the exploration of ideas, synthesizing the distinct circumstances of each project into designs that are relevant and transformative. His work is widely published, and has been honored with 98 design and preservation awards. Allan is a Professor at the University of Miami School of Architecture, and author of many books about the history and evolution of Miami. He lectures internationally and has organized numerous conferences and exhibitions on regional design themes. He has led several charettes and conferences tackling issues of sea level rise and resiliency planning.

Relevant Project Experience:

- Buoyant City: Historic District Resiliency & Adaptation Guidelines, Miami Beach, Florida (Principal-in-Charge)
- Resilient Rehab: A Guide to Historic Buildings in Miami-Dade County, Miami-Dade County, Florida (Principal-in-Charge)
- North Beach Village (Fort Lauderdale) Tactical Revitalization Plan, Fort Lauderdale, Florida (Principal-in-Charge)
- Downtown Little Haiti Opportunity Zone Master Plan, Miami, Florida (Principal-in-Charge)
- A Vision for Lincoln Lane, Miami Beach, Florida (Principal-in-Charge)
- Ocean Drive Conceptual Master Plan, Miami Beach, Florida (Principal-in-Charge)
- 71 Street Corridor Study and North Beach Town Center Study, Miami Beach, Florida (Principal-in-Charge)
- Byron Carlyle Conceptual Master Plan & Charettes, Miami Beach, Florida (Principal-in-Charge)
- North Beach Entry Markers (Normandy & Harding sites), Miami Beach, Florida (Principal-in-Charge)
- Collins Park Workforce Housing, Miami Beach, Florida (Principal-in-Charge)



**Shulman +
Associates**

Hisham Suliman RA, LEED AP
Historic Preservation

Education

MS, Architecture, Columbia University
BA, Architecture, Pratt Institute

Registrations

Registered Architect #AR0015032, NCARB, State of Florida
LEED Accredited Professional, U.S. Green Building Council

Hisham has 32 years of professional experience and has been with S+A for a decade. He has served as project manager for many of the firm's most complex projects involving historic preservation. With a strong grounding in techniques for design and building in South Florida, Hisham will bring his expertise in preservation and buildability to the team.

Relevant Project Experience:

- Ocean Drive Conceptual Master Plan, Miami Beach, Florida (Project Manager)
- Buoyant City: Historic District Resiliency & Adaptation Guidelines, Miami Beach, Florida (Project Manager)
- 71 Street Corridor Study and North Beach Town Center Study, Miami Beach, Florida (Project Manager)
- North Shore Library Conceptual Design & Charettes, Miami Beach, Florida (Project Manager)
- Byron Carlyle Conceptual Master Plan & Charettes, Miami Beach, Florida (Project Manager)
- North Beach Entry Markers (Normandy & Harding sites), Miami Beach, Florida (Project Manager)
- Resilient Rehab: A Guide to Historic Buildings in Miami-Dade County, Miami-Dade County, Florida (Project Manager)
- Downtown Little Haiti Opportunity Zone Master Plan, Miami, Florida (Project Manager)
- Buena Vista West Master Plan, Miami, Florida (Project Manager)
- Confidential mixed-use projects in Wynwood, Miami, Florida (Project Manager)
- Bochum / Ruhr Valley, Bochum, Germany, Green Corridor Charette (Project Manager)
- A Vision for Lincoln Lane, Miami Beach, Florida (Project Manager)
- Colee Hammock Master Plan, Ft. Lauderdale, Florida (Project Manager)
- County-Wide Heritage Survey, Miami-Dade County, Florida (Project Manager)

7. QUALIFICATIONS



Exhibit A

Relevant Project Experience



Opa-Locka Downtown Master Plan

Opa Locka, Florida

Working with the Opa-Locka Community Redevelopment Agency (CRA), City staff, key nonprofit partners and stakeholders, local entrepreneurs, and community members, Stantec's team developed a vision based on market realities, and developer and business interests, to reshape Opa-Locka's downtown. Key elements included transforming blocks of low-quality multi-family housing into mid-rise, mixed-use, and mixed-income housing that would create compact critical mass to support future businesses, while continuing to provide affordable housing for existing residents and attract new market-rate residents. Significant investment in the public realm, programs to attract and support local business development and workforce readiness, financial incentives and partnership strategies, a parking and mobility plan, public-realm programming, establishment of a historic district, marketing, and clear, place-based and policy-based strategies for its implementation were all foundational elements in the Plan. The Plan was adopted by the Opa-locka CRA.

Most relevant to Key West was our drafting of a new overlay and zoning district amendments to better support the redevelopment vision of Opa-locka.

Stantec's team won the Florida Planning & Zoning Association's 2022 Outstanding Equity Plan of the Year award.

Exhibit A



Shelborne Hotel

Miami Beach, Florida

The multi-million renovation of the historic Shelborne hotel took the vice and virtues of the 40s and 50s and translated them into a modern interpretation. We implemented a "naughty and nice" design theme to the hotel's lobby, guestrooms, ballroom and pool bringing decadence to this historic property. Upon arrival, guests were greeted with an interpretation of an original Morris Lapidus designed floating porte cochere and curved glass entry with a panoramic view of the lobby. The lobby design focused on tuxedo tones featuring prominent white walls that preserved the elegant effect with black accent pieces. The design incorporated crystal chandeliers, flowing drapery and white terrazzo floors. The reception desk, referred to as the "bubble desk", contained rows of sparkling orbs illuminated from behind. The lobby lounge with black terrazzo, elegant tufted lounges, pool table and photo wall brought a modern feeling to the place. The guestrooms were designed with a mix of the past and the present featuring a blend of black and whites, modern furniture and Art Deco-styled accents. Next to the new infinity pool was a sun deck connected by a catwalk bridge for dramatic entrances and a MiMo style staircase with glass bubble roof.

Most relevant to Key West was our work in receiving preservation approvals and successfully completing a sensitive rehabilitation of this historic resource on Miami Beach.



Franklin Street Vision

Tampa, Florida

The Franklin Street Vision aimed to revitalize historic Franklin Street in downtown Tampa by providing detailed, block-by-block strategies in a very graphic-forward plan to promote reinvestment and redevelopment along Franklin while also maintaining the Street's historic significance.

Community engagement was outstanding, and on multiple surveys we achieved a confidence level of 95% +/- 5 points based on the population of Hillsborough County. Our project team utilized an interactive and dynamic web and map application allowing users to pin comments, ideas, thoughts, and questions on specific areas within the corridor; learn more about the project; view project graphics, photos, and other imagery; and participate in multiple surveys. Virtual stakeholder interviews, walking tours, and organizational engagement were additional tools that helped bring success.

The Tampa Downtown Partnership has incorporated recommendations from the Franklin Street Vision Plan into its historic Main Street.

Stantec's team won the Florida Redevelopment Association's 2021 Large City Planning Study award.

Exhibit A



Le Meridien Tampa (Federal Courthouse Reuse)

Tampa, Florida

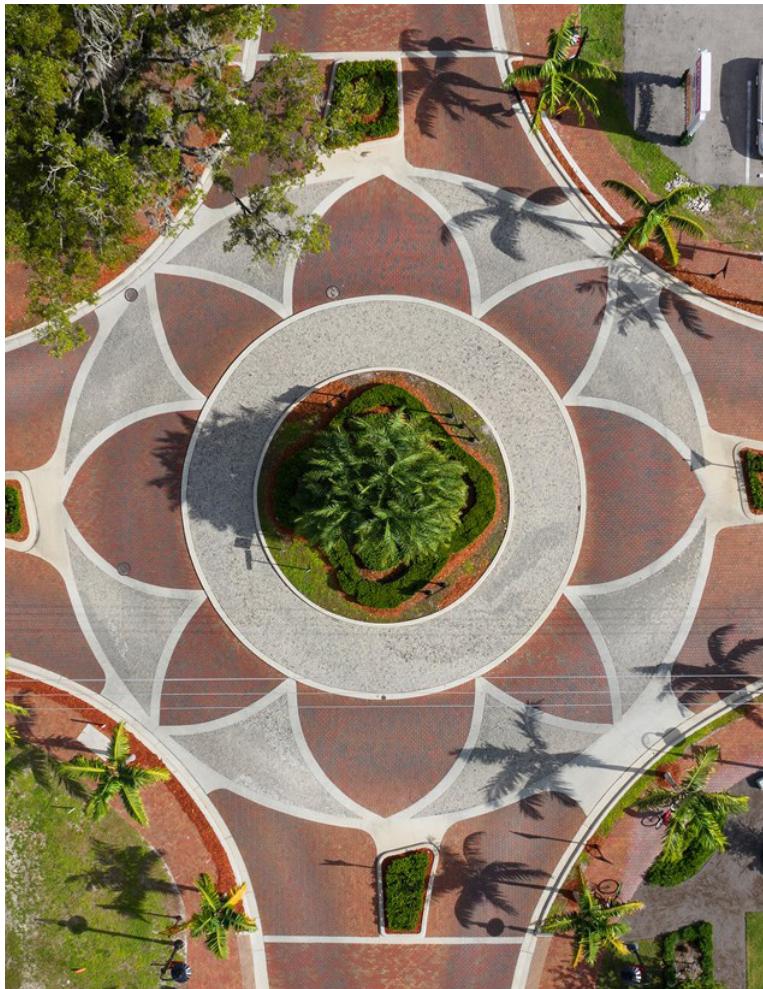
What was once Tampa's federal courthouse has been transformed into a hotel –Le Meridien Tampa. Gone are lawyers and judges, but the benches and courtrooms are still intact –transformed into guest work stations and ballrooms. A back driveway where police would bring in prisoners has been transformed into a pool deck with swaying palm trees and modern loungers. The spacious marble halls are now lined with 130 well-appointed guest rooms. Stantec assisted in the renovation that included the historic redevelopment of the 100-year old building into a 130-room hotel with a 130-seat restaurant and 40-seat lounge for a total of 110,000 sf. Stantec provided civil engineering, landscape architecture and surveying services.

Due to the building's historic nature, (built 1904) and the client's intent to apply for historic building tax credits, there has increased the normal review and permitting process (must consider the Historic Preservation Committee). Access ways to existing main entry doors do not meet current building codes which required discussions with local building officials and an ultimate design solution for new front entry that meets code.

Our landscape architecture design includes the design of a swim spa in the courtyard of the building -a solution that provides a water feature in the limited space between the building and perimeter walls.

Due to the building's historic nature, (built 1904) and the client's intent to apply for historic building tax credits, there has increased the normal review and permitting process (must consider the Historic Preservation Committee).

Exhibit A



Bonita Springs Downtown Improvement Project

Bonita Springs, Florida

This \$16 million improvement project along the Old US 41 corridor in the City of Bonita Springs beautifies Bonita Springs' downtown, contributes to economic growth, and creates a unique sense of place. The project encompassed more than 500 acres, and also included Felts Street (one block east) and connecting streets.

Through a series of public engagement workshops, the project team gained an understanding of the needs and concerns of both the residents and business owners impacted by the improvements to the project area. With a mix of pros and cons to weigh, the project team took the public's wishes into consideration for the design of the project elements—roadway, bridge, sidewalk, streetscape, and drainage infrastructure improvements.

Stantec produced all conceptual streetscape design components, including vehicle travel lanes, on- and off-street parking configurations, and bicycle and pedestrian needs. The scope also included all detailed hardscape elements, furnishings, and site materials and finishes.

Stantec's team won DBIA Florida Region's Design-Build Project of the Year, Roadways award.

Exhibit A



311 Summer Street

Boston, Massachusetts

A timeworn warehouse in an up-and-coming neighborhood is re-imagined as a dynamic new work space for Stantec's Boston architecture and interior design teams.

Located in Boston's historic Fort Point Channel neighborhood, this early 20th Century former coffee warehouse is the home of Stantec's Summer Street office. Following our role in the 100 Acres Master Plan and Boston Wharf Master Plan, both of which provided architectural and urban planning guidelines for the emerging area, the firm boldly decided to lead by example and carefully renovated and restored this historic structure. Proving that preservation and environmental stewardship go hand-in-hand, the project was one of the first in Boston to receive LEED Platinum CI Certification, and it received numerous awards for preservation and sustainability.

Inspired by its honest and direct construction, the architects chose to highlight the original structure through open ceilings, exposed systems, and an open layout with low-walled workstations that preserve views and maximize natural light. In an unexpected twist, the architects located reception and conference spaces of various sizes on the sixth floor in a glassy new addition perched on the warehouse's flat roof. As they step off the elevators, visitors to the firm are greeted by spectacular views of the city and Boston Harbor.

Exhibit A



City of Naples Vision Plan Assessment and Goals

Naples, Florida

More than a decade after adopting its first long-range Vision Plan, the City of Naples and its residents determined it was time to revisit that Vision. With substantial population growth and development throughout Southwest Florida, significant commercial and residential redevelopment within the City, and a range of other issues impacting the community, the concern for having a solid Vision was viewed as critical by the residents.

Stantec led a broad public engagement process that culminated in recommendations on the relevance of the various elements within the current Vision Plan, and identified future elements, specifically opportunities, issues, and assets within the City that served as the framework for a plan update.

Stantec conducted more than four dozen stakeholder interview and working group presentations with representatives of the City, homeowners associations, civic groups, and others, as well as conducted a series of interactive public workshops. Using the information gathered, Stantec developed an online survey that provided quantifiable data to the City, and enabled Stantec to develop clear recommendations on their future Vision.

Exhibit A



Aloft Hotel South Beach

Miami Beach, Florida

Moving away from the brand's traditionally business-focused locales, Aloft has opened its first resort destination with the help of Stantec.

Built on the site of the former 1954 Motel Ankara, the original four-story structure was restored while a new eight-story tower was created to transform the site into a 235-room resort. Components of the hotel that have retained their original form include the classic brick walls of the Historic Wing, the refurbished Ankara Motel signage and the pool shape.

Throughout the hotel, the design and furnishings were chosen to strike a balance between the property's beachside location and historical significance by integrating a palette of concrete and maple wood with blues, corals and yellows. Modern design takes center stage upon entering the lobby, as guests are welcomed into a two-story atrium by a translucent staircase with custom leather wrapping. Additionally, the bar and lounge features a custom chandelier made of 1,000 colored acrylic lighting rods that descend from the ceiling.

As a nod to Miami's Wynwood Arts District, a vibrant urban theme is present throughout the hotel with colorful carpeting.

Exhibit A



City of Panama City Planning Services

Panama City, Florida

Stantec has developed a reputable relationship with the City of Panama City and their staff. The City often calls upon Stantec for assistance in planning projects including comprehensive plan changes, Land Development Regulation text amendments, various development ordinances, and overlays. When it came time to update the comprehensive plan and land development regulations, Stantec was quickly selected to continue the established relationship.

City of Panama City Comprehensive Plan Update

Stantec conducted a consistency review of the Comprehensive Plan Future Land Use Element, Transportation Element, Housing Element, Utilities Element, Coastal Management Element, Conservation Element Recreation and Open Space Element, Intergovernmental Coordination Element, Capital Improvement Element, Public School Element and Economic Development Element to ensure compliance with Florida Growth Management Statute 163. Stantec also provided assistance in creating urban infill/redevelopment overlay districts to encourage economic development.

City of Panama City Comprehensive Plan Evaluation and Appraisal Report

Stantec was selected by the City of Panama City to prepare the City's Evaluation and Appraisal Report for the Comprehensive Plan which consisted of the following:

- Worked with City staff to evaluate major issues facing the City.
- Update of population projections and analysis of future public facility capacity available to serve future population.
- Evaluation of Comprehensive Plan's consistency with changes in legislation.
- Worked with City staff to formulate recommendations for updates to the Comprehensive Plan.
- Attended meetings and assisted City staff with Department of Economic Opportunity (FKA Department of Community Affairs) review.

City of Panama City Five-Year Capital Improvement Plan Update

Stantec was selected by the City of Panama City to prepare an update to the Capital Improvements Element and the Five-Year Schedule of Capital Improvements to identify the capital

improvements that are needed to implement the comprehensive plan and ensure that adopted Level of Service standards are achieved and maintained for concurrency related facilities.

Services included:

- Prepared a public facilities capacity assessment to serve future populations.
- Prepared an update of population projections.
- Provided revenue and expenditure projections.
- Provided determination of financial feasibility for Capital Improvements Schedule.
- Coordinate with staff and various departments to incorporate data and formulate recommendations for which projects to include as Capital Improvements.

City of Panama City Land Development Regulations Update

The Stantec team has provided planning assistance to the City throughout the years, including assisting with updates to the Land Development Regulations. The following is a brief summary of some of the updates made to the Land Development Regulations:

- Consistency analysis between the Comprehensive Plan and Land Development Regulations.
- Updated and revised outdated and / or inconsistent policies.
- Updated Article VI – Communications Cell Sites and Antennas of the Land Development Regulations.
- Refined design requirements including fence types and storage facilities.
- Drafted a Master Sign Plan.
- Streamlined the development review process.
- Incorporated incentives into the Downtown District and St Andrews District.
- Updated Concurrency requirements.

Exhibit A



Comprehensive Plan & Land Development Regulations Updates

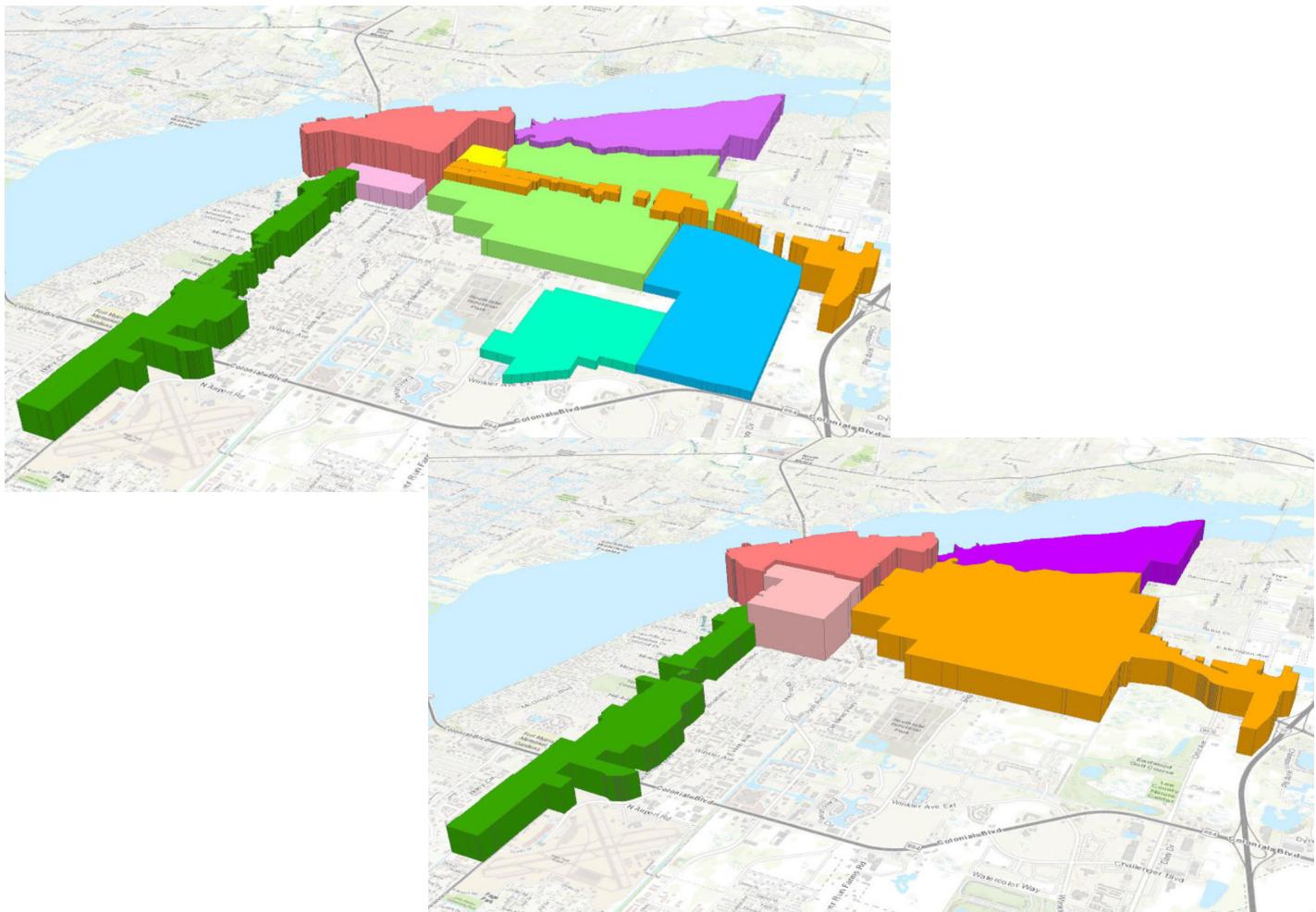
Marianna, Florida

Stantec has provided a continuing services with the City of Marianna for the last several years, recently updated in 2017. In 2012, Stantec began by conducting an Evaluation and Appraisal Report (EAR) for the City and updated the comprehensive plan based on the EAR-Based amendments.

In 2013, the City of Marianna identified the resources and determined that the time was right to bring the Code and Comprehensive Plan into the future. The need began when revisions to both the Code and Comprehensive Plan occurred in the past without reconciliation to one another. Additionally, the City also saw the need to target specific areas for economic development – two areas of industrial/distribution and one area for a mixed use downtown that encourages residential to locate above the ground floor and promotes walkability. Utilizing funding from the Florida Department of Economic Opportunity, the City identified the goals of creating an updated code that is easy to understand and use, spurring economic development, and incorporating smart growth principles.

Stantec took the task head on and produced up-to-date and consistent documents. The project required regularly scheduled meetings with City staff to strengthen staffs knowledge of the proposed code and keep Stantec current on any local changes. The adopted Comprehensive Plan and Land Development Regulation also included incentives within the identified industrial/distributions areas and the downtown. In the end, the client was knowledgeable about the adopted regulation changes and was eager to incentivize new development in the City.

Exhibit A



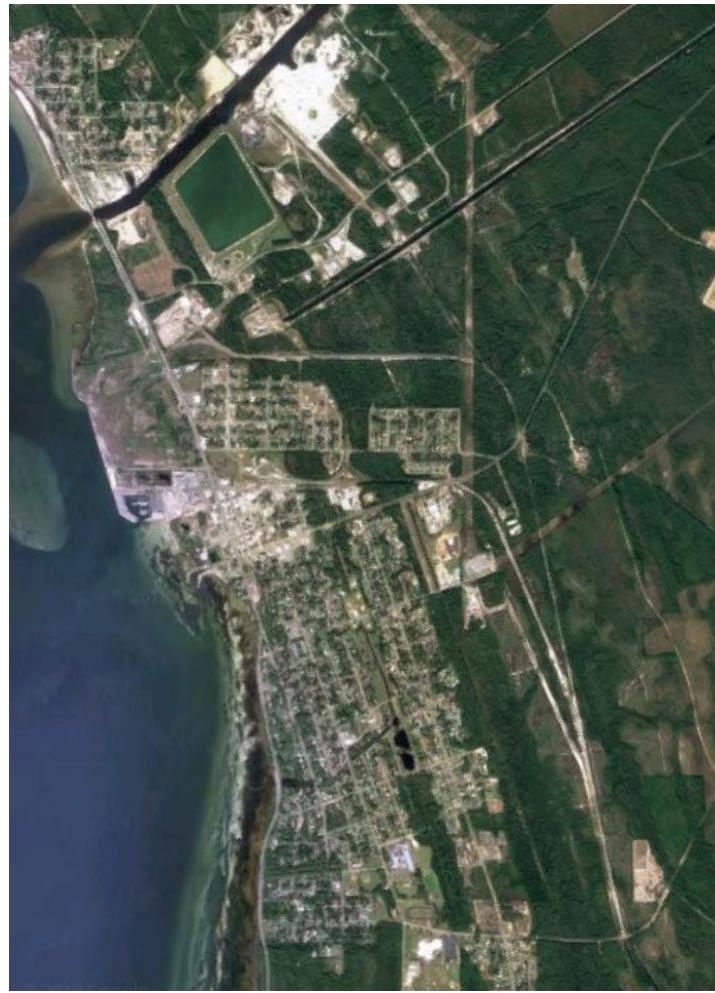
Citywide Redevelopment Area Analysis

Fort Myers, Florida

Committed to achieving significant redevelopment within the City of Fort Myers, Stantec was hired to evaluate each of the nine community redevelopment areas for their current viability, and develop recommendations on any modifications that may strengthen their ability to be successful. As a major undertaking, research and review of original finding of necessity's, redevelopment plans, and actions accomplished established a baseline to evaluate current success.

Field surveys, data analysis, tax increment revenue forecasts and analysis, mapping, and coordination with CRA and City Staff on future capital investments, community needs, growth projections and planning efforts allowed us to develop a comprehensive report with implementable strategies for the CRA to execute in the upcoming years. Various recommendations included expansion and contraction of boundaries, sunsetting of districts, and extending effective lifespans.

Exhibit A



City of Port St. Joe Planning Services

Port St. Joe, Florida

Stantec's planning staff has been providing a broad range of planning services to the region as well as within the City of Port St. Joe and Gulf County for many years. Stantec continues to service the planning needs of the City of Port St. Joe through a continuing services contract recently approved in 2018, which builds upon previous planning efforts for this coastal community.

Several very notable planning projects that our planning staff has completed consist of the following:

- Completing the Ear-Based Amendments for adoption as part of the Evaluation and Appraisal Report (2018)
- Preparing the WindMark Development of Regional Impact and associated Large Scale Future Land Use Map Amendment for 2,122 acres (2003)
- Preparing various large scale and small scale Future Land Use Map Amendments to both the City of Port St. Joe Comprehensive Plan and the Gulf County Comprehensive Plan (2003)

Exhibit A

Frontages

30-# Purpose & Applicability

This section establishes standards applicable to the development of private frontages within the Downtown Area. These supplement the standards for each district and support an appropriate transition from public to private space.

Frontages are intended to reflect architectural form followed by general building placement. Higher density residential and Mixed-Use development shall follow the design guidelines contained in Sec. 30-1.60.1.12, Design Guidelines for High Density Residential and Mixed-Use Projects (R-4 and R-5 Zones).



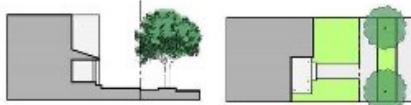
Common Yard

The main facade has a large setback providing a buffer from the street and public areas. Unfenced, common lawns create a continuous landscape with adjacent yards.



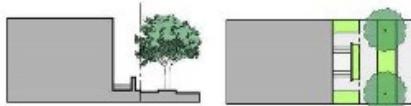
Porch: Projecting

The main facade has a medium to small setback, often fenced for separation from the street and public areas. The porch is open on three sides and creates usable outdoor space.



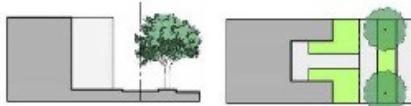
Porch: Engaged

The main facade has a medium to small setback, often fenced for separation from the street and public areas. The porch is open on two sides and engaged with the building on two sides.



Stoop

The main facade is near the frontage line with an elevated stoop engaged with the public areas. The stoop may be side-loaded or lead directly to the sidewalk.



Forecourt

The main facade is at or near the frontage line with a portion of the building set back to create a semi-private courtyard space.

Fontana Forward: Form-based Code

Fontana, California

When the city of Fontana adopted its most recent general plan in 2003, the former steel town's population was 167,000. By 2040, that number is expected to grow to more than 280,000.

Once an agricultural community with wide open spaces, this bedroom community, where 90 percent of its citizens commute to jobs outside the city, is planning for a busy future. Stantec prepared the General Plan Update which centers on turning Fontana into a prosperous, safe, thriving community with welcoming neighborhoods, a lively downtown, diverse job opportunities and housing choices, more transportation, and an excellent park system.

Anchored with a downtown that has had limited long-range planning and code enforcement, the Stantec team was tasked with creating a Form-based Code that recognized the wide ranging and incompatible uses. From a handful of historically significant buildings located along the "main street" and 1930's through 1950's bungalows beyond to industrial facilities and outdoor storage, the downtown area had long struggled to experience significant revitalization that many other California communities have enjoyed.

Working with staff, Stantec developed a regulating plan that included eight districts and a series of frontages that will support the future vision while respecting as much as possible existing development patterns to serve as the basis for the code. Detailed development criteria as applied through future redevelopment efforts of existing property or those undergoing significant alteration will enable the downtown to evolve into the heart of the community.

8. RELEVANT EXPERIENCE AND CLIENT REFERENCES

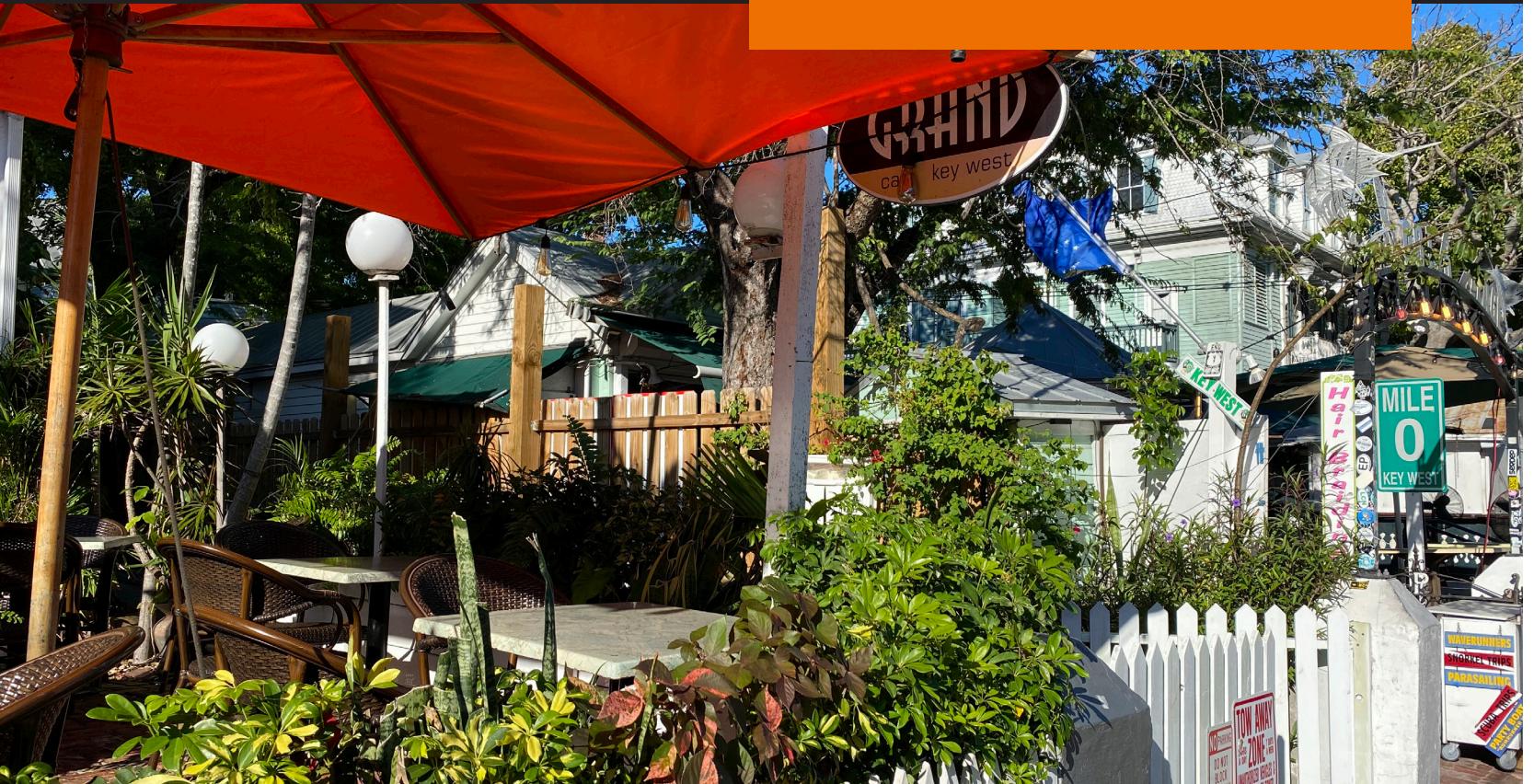


Exhibit A

Client References



Opa-Locka Downtown Master Plan – Opa-Locka CRA & City of Opa-Locka

Opa Locka, Florida

Working with the Opa-Locka Community Redevelopment Agency (CRA), City staff, key nonprofit partners and stakeholders, local entrepreneurs, and community members, Stantec's team developed a vision based on market realities, and developer and business interests, to reshape Opa-Locka's downtown. Key elements included transforming blocks of low-quality multi-family housing into mid-rise, mixed-use, and mixed-income housing that would create compact critical mass to support future businesses, while continuing to provide affordable housing for existing residents and attract new market-rate residents. Significant investment in the public realm, programs to attract and support local business development and workforce readiness, financial incentives and partnership strategies, a parking and mobility plan, public-realm programming, establishment of a historic district, marketing, and clear, place-based and policy-based strategies for its implementation were all foundational elements in the Plan. The Plan was adopted by the Opa-locka CRA.

Stantec's team won the Florida Planning & Zoning Association's 2022 Outstanding Equity Plan of the Year award.

Project Year:
2020–2021

Contract Amount:
\$98,500

Services Provided:
Downtown Master Plan

Client Reference:
Opa-locka Community
Redevelopment Agency
Corion DeLaine, CRA Manager
(305) 953-2868, ext. 1503
CDeLaine@opalockafl.gov

Team Members Involved:
Jared Beck (Project Manager)



City of Bonita Springs Downtown Improvement Project

City of Bonita Springs, Florida

This \$16 million improvement project along the Old US 41 corridor in the City of Bonita Springs beautifies Bonita Springs' downtown, contributes to economic growth, and creates a unique sense of place. The project encompassed more than 500 acres, and also included Felts Street (one block east) and connecting streets.

Through a series of public engagement workshops, the project team gained an understanding of the needs and concerns of both the residents and business owners impacted by the improvements to the project area. With a mix of pros and cons to weigh, the project team took the public's wishes into consideration for the design of the project elements—roadway, bridge, sidewalk, streetscape, and drainage infrastructure improvements.

Stantec produced all conceptual streetscape design components, including vehicle travel lanes, on- and off-street parking configurations, and bicycle and pedestrian needs. The scope also included all detailed hardscape elements, furnishings, and site materials and finishes.

Stantec's team won DBIA Florida Region's Design-Build Project of the Year, Roadways award.

Project Year:
2014–2015

Contract Amount:
\$340,000

Services Provided:
Design/Build

Client Reference:
City of Bonita Springs
Matt Feeney, Assistant City
Manager (239) 949-6262
Matt.Feeney@
cityofbonitasprings.org

Team Members Involved:
Jared Beck (Planning)

Exhibit A



Franklin Street Vision – Tampa Downtown Partnership

Tampa, Florida

The Franklin Street Vision aimed to revitalize historic Franklin Street in downtown Tampa by providing detailed, block-by-block strategies in a very graphic-forward plan to promote reinvestment and redevelopment along Franklin while also maintaining the Street's historic significance.

Community engagement was outstanding, and on multiple surveys we achieved a confidence level of 95% +/- 5 points based on the population of Hillsborough County. Our project team utilized an interactive and dynamic web and map application allowing users to pin comments, ideas, thoughts, and questions on specific areas within the corridor; learn more about the project; view project graphics, photos, and other imagery; and participate in multiple surveys. Virtual stakeholder interviews, walking tours, and organizational engagement were additional tools that helped bring success.

The Tampa Downtown Partnership has incorporated recommendations from the Franklin Street Vision Plan into its historic Main Street.

Stantec's team won the Florida Redevelopment Association's 2021 Large City Planning Study award.

Project Year:
2020–2021

Contract Amount:
\$35,000

Services Provided:
Planning/Pre-Construction Consulting

Client Reference:
Tampa Downtown Partnership

Karen Cress, AICP, LCI
Dir. of Transportation and Planning
(813) 221-3686

kkress@tampasdowntown.com

Team Members Involved:
Jared Beck (Project Planner)



City of Naples Vision Plan Assessment and Goals

City of Naples, Florida

More than a decade after adopting its first long-range Vision Plan, the City of Naples and its residents determined it was time to revisit that Vision. With substantial population growth and development throughout Southwest Florida, significant commercial and residential redevelopment within the City, and a range of other issues impacting the community, the concern for having a solid Vision was viewed as critical by the residents.

Stantec led a broad public engagement process that culminated in recommendations on the relevance of the various elements within the current Vision Plan, and identified future elements, specifically opportunities, issues, and assets within the City that served as the framework for a plan update.

Stantec conducted more than four dozen stakeholder interview and working group presentations with representatives of the City, homeowners associations, civic groups, and others, as well as conducted a series of interactive public workshops.

Using the information gathered, Stantec developed an online survey that provided quantifiable data to the City, and enabled Stantec to develop clear recommendations on their future Vision.

Project Year:
2018–2019

Contract Amount:
\$58,000

Services Provided:
Planning/Pre-Construction Consulting

Client Reference:
City of Naples
Robin Singer, AICP, Planning Manager (239) 213-1050
rsinger@naplesgov.com

Team Members Involved:
Jared Beck (Planning)
Josh Philpott (Planning)

9.

SWORN STATEMENTS AND AFFIDAVITS

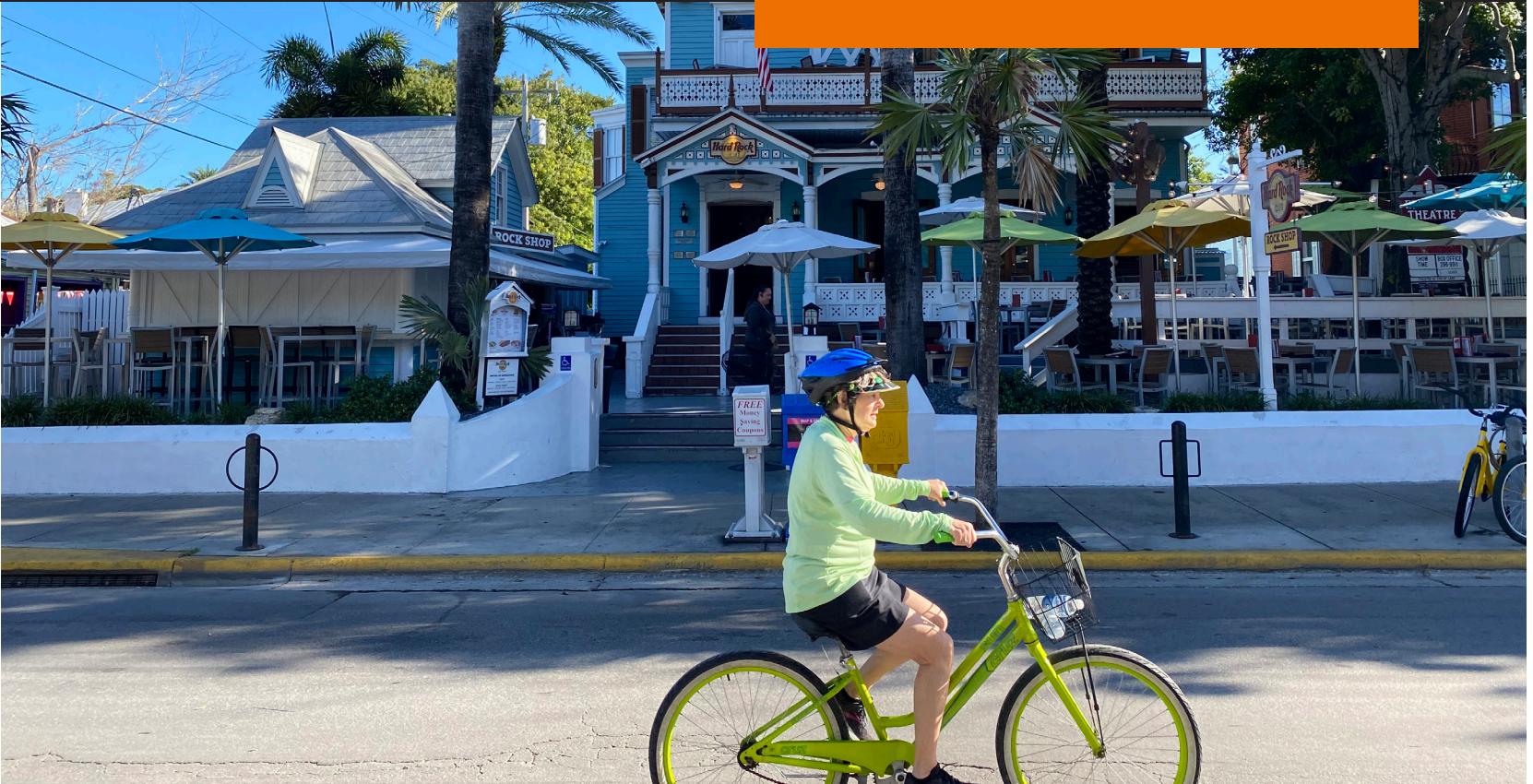


Exhibit A

ANTI-KICKBACK AFFIDAVIT

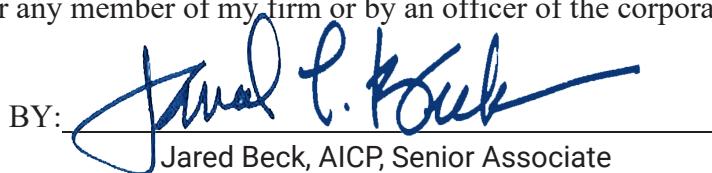
STATE OF FLORIDA

SS:

COUNTY OF MONROE

I the undersigned hereby duly sworn, depose and say that no portion of the sum herein response will be paid to any employee of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

BY:



Jared Beck, AICP, Senior Associate

sworn and prescribed before me this 30th day of Sept., 2022

NOTARY PUBLIC, State of Florida



Grace Morales

My commission expires: Nov. 27, 2023

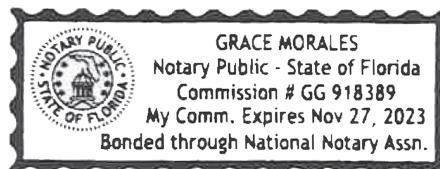


Exhibit A

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA)

: SS

COUNTY OF MONROE)

I, the undersigned hereby declares that the only persons or parties interested in this Proposal are those named herein, that this Proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Proposal is made without any connection or collusion with any person submitting another Proposal on this Contract.

By: 
Jared Beck, AICP, Senior Associate

Sworn and subscribed before me this

30th day of September, 2022.

Grace Morales
NOTARY PUBLIC, State of Florida at Large

My Commission Expires: Nov. 27, 2023

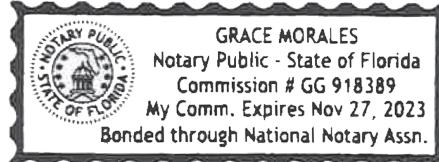


Exhibit A

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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 for Jared Beck, AICP, Senior Associate
(print individual's name and title)

by Stantec Consulting Services Inc.
(print name of entity submitting sworn statement)

whose business address is 901 Ponce de Leon Blvd., Suite 900, Coral Gables, FL 33134

and (if applicable) its Federal Employer Identification Number (FEIN) is

11-2167170

(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)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an 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 "conviction" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 01, 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 a 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,

Exhibit A

shareholders, employees, members and agent 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 of 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 Statute 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, directors, 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 (indicate which statement applies).

Neither the entity submitting this sworn statement, or any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July, 1989.

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 subsequent to July 01, 1989.

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 subsequent to July 01, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered 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 (attach a copy of the final order).

Exhibit A

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. 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 THE CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.



(SIGNATURE)

Sept. 30, 2022

(DATE)

STATE OF Florida

COUNTY OF Miami-Dade

PERSONALLY APPEARED BEFORE ME, the undersigned authority
_____, who, after first being sworn by me,

(name of individual)

affixed his/her signature in the space provided above on this
30th day of Sept., 2022



Grace Morales NOTARY PUBLIC

My commission expires: Nov. 27, 2023

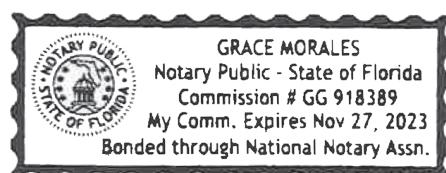


Exhibit A

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF Florida)
: SS

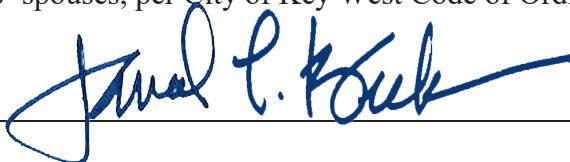
COUNTY OF Miami-Dade)

I, the undersigned hereby duly sworn, depose and say that the firm of _____

Stantec Consulting Services Inc.

provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses, per City of Key West Code of Ordinances Sec. 2-799.

By:



Jared Beck, AICP, Senior Associate

Sworn and subscribed before me this 30th day of September 20 22.



NOTARY PUBLIC, State of Florida at Large

My Commission Expires: Nov. 27, 2023

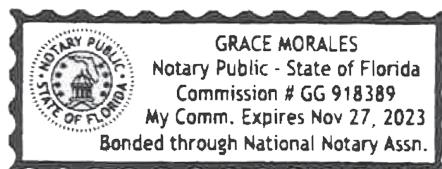


Exhibit A

CONE OF SILENCE AFFIDAVIT

Pursuant to City of Key West Code of Ordinances Section 2-773 (attached below)

STATE OF Florida)
: SS
COUNTY OF Miami-Dade)

I the undersigned hereby duly sworn depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of
Stantec Consulting Services Inc. have read and understand the limitations and procedures regarding communications concerning City of Key West issued competitive solicitations pursuant to City of Key West Ordinance Section 2-773 Cone of Silence (attached).
Sworn and subscribed before me this

30th day of September, 2022.

Grace Morales
NOTARY PUBLIC, State of Florida at Large

My Commission Expires: Nov. 27, 2023



Jared Beck, AICP, Senior Associate

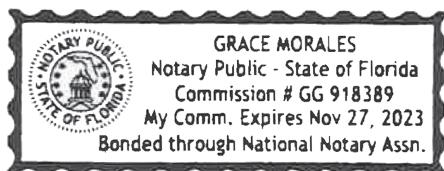


Exhibit A

Sec. 2-773. Cone of Silence.

(a) *Definitions.* For purposes of this section, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The following definitions apply unless the context in which the word or phrase is used requires a different definition:

- (1) *Competitive solicitation* means a formal process by the City of Key West relating to the acquisition of goods or services, which process is intended to provide an equal and open opportunity to qualified persons and entities to be selected to provide the goods or services. Competitive solicitation shall include request for proposals ("RFP"), request for qualifications ("RFQ"), request for letters of interest ("RFLI"), invitation to bid ("ITB") or any other advertised solicitation.
- (2) *Cone of silence* means a period of time during which there is a prohibition on communication regarding a particular competitive solicitation.
- (3) *Evaluation or selection committee* means a group of persons appointed or designated by the city to evaluate, rank, select, or make a recommendation regarding a vendor or the vendor's response to the competitive solicitation. A member of such a committee shall be deemed a city official for the purposes of subsection (c) below.
- (4) *Vendor* means a person or entity that has entered into or that desires to enter into a contract with the City of Key West or that seeks an award from the city to provide goods, perform a service, render an opinion or advice, or make a recommendation related to a competitive solicitation for compensation or other consideration.
- (5) *Vendor's representative* means an owner, individual, employee, partner, officer, or member of the board of directors of a vendor, or a planner, lobbyist, or actual or potential subcontractor or sub-consultant who acts at the behest of a vendor in communicating regarding a competitive solicitation.

(b) *Prohibited communications.* A cone of silence shall be in effect during the course of a competitive solicitation and prohibit:

- (1) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and the city's administrative staff including, but not limited to, the city manager and his or her staff;
- (2) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and the mayor, city commissioners, or their respective staff;
- (3) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and any member of a city evaluation and/or selection committee therefore; and
- (4) Any communication regarding a particular competitive solicitation between the mayor, city commissioners, or their respective staff, and a member of a city evaluation and/or selection committee therefore.

(c) *Permitted communications.* Notwithstanding the foregoing, nothing contained herein shall prohibit:

- (1) Communication between members of the public who are not vendors or a vendor's

Exhibit A

- representative and any city employee, official or member of the city commission;
- (2) Communications in writing at any time with any city employee, official or member of the city commission, unless specifically prohibited by the applicable competitive solicitation.
 - (A) However, any written communication must be filed with the city clerk. Any city employee, official or member of the city commission receiving or making any written communication must immediately file it with the city clerk.
 - (B) The city clerk shall include all written communication as part of the agenda item when publishing information related to a particular competitive solicitation;
- (3) Oral communications at duly noticed pre-bid conferences;
- (4) Oral presentations before publicly noticed evaluation and/or selection committees;
- (5) Contract discussions during any duly noticed public meeting;
- (6) Public presentations made to the city commission or advisory body thereof during any duly noticed public meeting;
- (7) Contract negotiations with city staff following the award of a competitive solicitation by the city commission; or
- (8) Purchases exempt from the competitive process pursuant to section 2-797 of these Code of Ordinances;

(d) *Procedure.*

- (1) The cone of silence shall be imposed upon each competitive solicitation at the time of public notice of such solicitation as provided by section 2-826 of this Code. Public notice of the cone of silence shall be included in the notice of the competitive solicitation. The city manager shall issue a written notice of the release of each competitive solicitation to the affected departments, with a copy thereof to each commission member, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this ordinance.
- (2) The cone of silence shall terminate at the time the city commission or other authorized body makes final award or gives final approval of a contract, rejects all bids or responses to the competitive solicitation or takes other action which ends the competitive solicitation.
- (3) Any city employee, official or member of the city commission that is approached concerning a competitive solicitation while the cone of silence is in effect shall notify such individual of the prohibitions contained in this section. While the cone of silence is in effect, any city employee, official or member of the city commission who is the recipient of any oral communication by a potential vendor or vendor's representative in violation of this section shall create a written record of the event. The record shall indicate the date of such communication, the persons with whom such communication occurred, and a general summation of the communication.

(e) *Violations/penalties and procedures.*

- (1) A sworn complaint alleging a violation of this ordinance may be filed with the city attorney's office. In each such instance, an initial investigation shall be performed to determine the existence of a violation. If a violation

Exhibit A

is found to exist, the penalties and process shall be as provided in section 1-15 of this Code.

- (2) In addition to the penalties described herein and otherwise provided by law, a violation of this ordinance shall render the competitive solicitation void at the discretion of the city commission.
- (3) Any person who violates a provision of this section shall be prohibited from serving on a City of Key West advisory board, evaluation and/or selection committee.
- (4) In addition to any other penalty provided by law, violation of any provision of this ordinance by a City of Key West employee shall subject said employee to disciplinary action up to and including dismissal.
- (5) If a vendor is determined to have violated the provisions of this section on two more occasions it shall constitute evidence under City Code section 2-834 that the vendor is not properly qualified to carry out the obligations or to complete the work contemplated by any new competitive solicitation. The city's purchasing agent shall also commence any available debarment from city work proceeding that may be available upon a finding of two or more violations by a vendor of this section. (*Ord. No. 13-11, § 1, 6-18-2013*)

Exhibit A

LOCAL VENDOR CERTIFICATION PURSUANT TO CITY OF KEY WEST ORDINANCE 09-22

SECTION 2-798

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- a) Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one (1) year immediately prior to the issuance of the solicitation;
- b) Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries; and
- c) Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for proposals.

- Not a local vendor pursuant to Ordinance 09-22 Section 2-798
- Qualifies as a local vendor pursuant to Ordinance 09-22 Section 2-798

If you qualify, please complete the following in support of the self-certification & submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

N/A

Business Name: _____ Phone: _____ Current

Local Address: _____ Fax: _____ (P.O Box numbers may not be used to establish status)

Length of time at this address:

Signature of Authorized Representative

Date

Exhibit A

NOTARY

N/A

STATE OF COUNTY OF

The foregoing instrument was acknowledged before me this day of , 20 .

By , of (Name of officer or agent, title of officer or agent) Name of corporation
acknowledging)

or has produced as identification.

Signature of Notary

Print, Type or Stamp Name of Notary

Title or Rank

Return Completed form with
Supporting documents to:
City of Key West Purchasing

21 | R F Q # 22 - 009
City Planning Services

Exhibit A

CITY OF KEY WEST INDEMNIFICATION FORM

PROPOSER agrees to protect, defend, indemnify, save and hold harmless The City of Key West, all its Departments, Agencies, Boards, Commissions, officers, City's Planner, agents, servants and employees, including volunteers, from and against any and all claims, debts, demands, expense and liability arising out of injury or death to any person or the damage, loss of destruction of any property which may occur or in any way grow out of any act or omission of the PROPOSER, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by the City as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of The City of Key West, all its Departments, Agencies, Boards, Commissions, officers, agents, servants and employees. The PROPOSER agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent. The City of Key West does not waive any of its sovereign immunity rights, including but not limited to, those expressed in Section 768.28, Florida Statutes.

These indemnifications shall survive the term of this agreement. In the event that any action or proceeding is brought against the City of Key West by reason of such claim or demand, PROPOSER shall, upon written notice from the City of Key West, resist and defend such action or proceeding by counsel satisfactory to the City of Key West.

The indemnification provided above shall obligate PROPOSER to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at the City of Key West's option, any and all claims of liability and all suits and actions of every name and description covered above which may be brought against the City of Key West whether performed by PROPOSER, or persons employed or utilized by PROPOSER.

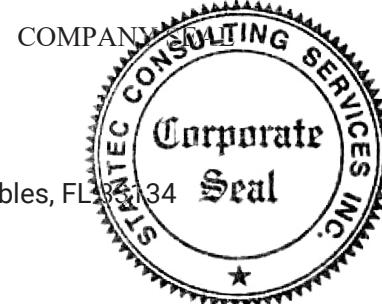
The PROPOSER's obligation under this provision shall not be limited in any way by the agreed upon Contract Price as shown in this agreement, or the PROPOSER's limit of or lack of sufficient insurance protection.

PROPOSER: Stantec Consulting Services Inc.

Address

901 Ponce de Leon Blvd., Suite 900, Coral Gables, FL 33134

Signature



Jared Beck, AICP
Print Name

Sept. 30, 2022
Date

Title

Senior Associate

Exhibit A

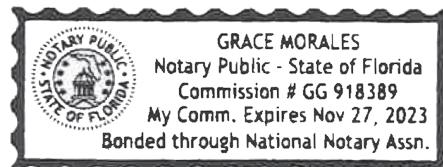
NOTARY FOR THE PROPOSER

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 30th day of Sept., 2022. By _____,
of _____ (Name of officer or agent, title of officer or agent) Name of corporation
acknowledging) By: Jared Beck, AICP, Senior Associate of Stantec Consulting Services Inc.
or has produced _____ as identification.

Grace Morales
Signature of Notary



Grace Morales

Return Completed form with Print, Type or Stamp Name of Notary

Supporting documents to: City of Key West Purchasing

Title or Rank

Exhibit A

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Respondent Vendor Name: Stantec Consulting Services Inc.

Vendor FEIN: 11-2167170

Vendor's Authorized Representative Name and Title: Jared Beck, AICP, Senior Associate

Address: 901 Ponce de Leon Blvd., Suite 900

City: Coral Gables State: Florida Zip: 33134

Phone Number: (305) 445-2900

Email Address: jared.beck@stantec.com

SECTION 287.135(2)(A), FLORIDA STATUTES, PROHIBITS A COMPANY FROM BIDDING ON, SUBMITTING A PROPOSAL FOR, OR ENTERING INTO OR RENEWING A CONTRACT FOR GOODS OR SERVICES OF ANY AMOUNT IF, AT THE TIME OF CONTRACTING OR RENEWAL, THE COMPANY IS ON THE SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL LIST, CREATED PURSUANT TO SECTION 215.4725, FLORIDA STATUTES, OR IS ENGAGED IN A BOYCOTT OF ISRAEL. SECTION 287.135(2)(B), FLORIDA STATUTES, FURTHER PROHIBITS A COMPANY FROM BIDDING ON, SUBMITTING A PROPOSAL FOR, OR ENTERING INTO OR RENEWING A CONTRACT FOR GOODS OR SERVICES OVER ONE MILLION DOLLARS (\$1,000,000) IF, AT THE TIME OF CONTRACTING OR RENEWAL, THE COMPANY IS ON EITHER THE SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR THE SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST, BOTH CREATED PURSUANT TO SECTION 215.473, FLORIDA STATUTES, OR THE COMPANY IS ENGAGED IN BUSINESS OPERATIONS IN CUBA OR SYRIA.

AS THE PERSON AUTHORIZED TO SIGN ON BEHALF OF RESPONDENT, I HEREBY CERTIFY THAT THE COMPANY IDENTIFIED ABOVE IN THE SECTION ENTITLED "RESPONDENT VENDOR NAME" IS NOT LISTED ON EITHER THE SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL LIST, SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR THE SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST I UNDERSTAND THAT PURSUANT TO SECTION 287.135, FLORIDA STATUTES, THE SUBMISSION OF A FALSE CERTIFICATION MAY SUBJECT SUCH COMPANY TO CIVIL PENALTIES, ATTORNEY'S FEES, AND/OR COSTS AND TERMINATION OF THE CONTRACT AT THE OPTION OF THE AWARDING GOVERNMENTAL ENTITY.

CERTIFIED BY: Jared Beck, AICP, Senior Associate,
PRINT NAME PRINT TITLE

WHO IS AUTHORIZED TO SIGN ON BEHALF OF THE ABOVE REFERENCED COMPANY.

Authorized Signature: .

Exhibit A

Exhibit B

KEY WEST PLANNING SERVICES HOURLY RATES	
Staff Level	Rate
Senior Principal	\$256
Principal	\$232
Senior Planning Project Manager	\$209
Senior Transportation Planner / PE	\$209
Senior Planner	\$198
Senior Transportation Planner	\$168
Project Planner I-III	\$150
Transportation Planner	\$150
Planning Technician	\$100

REQUEST FOR QUALIFICATIONS

CITY PLANNING SERVICES

City of Key West RFQ # 22-009



MAYOR: TERI JOHNSTON

COMMISSIONERS:

**MARY LOU HOOVER
CLAYTON LOPEZ
JIMMY WEEKLEY**

**SAM KAUFMAN
BILLY WARDLOW
GREG DAVILA**

Exhibit C



SUBJECT: CITY OF KEY WEST
REQUEST FOR QUALIFICATIONS # 22-009
CITY PLANNING SERVICES

ISSUE DATE: 09/9/2022

MAIL OR DELIVER RESPONSES
TO:

City Clerk
City of Key West
1300 White Street
Key West, Florida 33040

CLARIFICATION SUBMITTAL
DEADLINE: 10/02/2022 noon local time

RESPONSES DEADLINE DATE: 10/12/2022 3pm local time

For information concerning this Request for Qualifications, please contact Donna Phillips, Planning Projects Coordinator, only in writing and requests for information must be received at least ten (10) days prior to the date fixed for opening of responses to the RFQ. The contact email address is donna.phillips@cityofkeywest-fl.gov.

Exhibit C

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EXHIBIT A Anti-Kickback Affidavit
 Public Entity Crimes Affidavit
 Indemnification Affidavit
 Cone of Silence Affidavit
 Non-Collusion Declaration and Compliance Affidavit
 Local Vendor Certification Pursuant to CKW Ord. 09-22 Sect. 2-798
 Equal Benefits for Domestic Partners Affidavit

EXHIBIT B Submitter Ranking Form

EXHIBIT C Hourly Fee Schedule

APPENDICES Appendix A Draft Contract

Exhibit C

CITY OF KEY WEST RFQ # 22-009 CITY PLANNING SERVICES

A. GENERAL

A.1 Purpose

The City of Key West requires the services of qualified firms to provide Professional City Planning Services. These services may include but are not limited to development plan review, current planning functions including Land Development Regulation text amendments, and other related services as assigned. The City intends to retain one or more qualified firms to provide these services for a period of three years with an additional two-year option. Completion of the scope of services may extend beyond the agreement's three-year term, but no minimum amount of service or compensation will be assured to the retained firm(s). The selected planner(s) will be required to abide by all applicable federal, state and local laws and ordinances.

Any proposal received after the response deadline will not be considered. Upon selection of the most qualified firm(s) and approval by the City commission, the City will negotiate a contract with the selected firm(s). If the selected firm(s) does not execute the contract with the City within sixty (60) days after award, the City reserves the right to award the contract to the next most qualified firm. A respondent may not withdraw their response before the expiration of sixty (60) days from the date of response opening. A respondent may withdraw their response after that date only if they provide written notification prior to the approval of selection by the City Commission. The City of Key West reserves the right to reject any or all of the Responses submitted.

A.2 Scope of Services

Development Review/Current Planning Functions:

- Process 25%- 100% of the City's variance, easement, conditional use permit and major and minor development plan applications within a timeframe to be determined by the City Planner. Associated duties would include but not be limited to: completeness review, correspondence with applicants, review per Land Development Regulation criteria, timely staff report preparation pursuant to Code criteria and verbally (virtually) present applications to, and attend meetings of, the Development Review Committee, Planning Board, and City Commission.
- Review transportation studies submitted by applicants associated with development plans (transportation planning services) within a timeframe to be determined by the City Planner.

Long range planning/policy functions:

Exhibit C

- Review, provide expertise regarding best practices, and finalize draft text amendments to the City's Land Development Regulations and Official Zoning Map as requested within a timeframe to be determined by the City Planner. Services may include public input such as workshops with property owners, construction industry representatives, elected officials.

Other day-to-day Planning Department tasks as assigned or directed.

Historic Architectural Plan Review functions:

- Review applications for compliance with codified Historic Architectural Design Guidelines for work within the Key West Historic District for administrative approvals of Certificates of Appropriateness or for presentation to the Historic Architectural Review Commission (HARC). Verbally present agenda items at HARC meetings. Other duties as assigned.

These essential job functions are not to be construed as a complete statement of all duties to be performed. Consultant may be required to perform other job-related duties as required.

All Services shall be performed and completed in compliance with the Florida Law, Florida Building Code and the City of Key West Charter and Code of Ordinances and all other applicable codes and standards governing the Services.

A.3 Qualifications

The City is in need of planners and architects with historic preservation training for current planning/development review services and architectural plan review services. Respondents should clearly identify in their responses other municipalities or clients for which they have successfully provided these services. Respondents must demonstrate a track record of efficient high quality work and appropriate depth of understanding related to municipal and state land planning laws, historic preservation standards, and procedures. Planning professional and architectural resumes should also demonstrate customer service and public speaking skills.

A.4 Qualifications Criteria

These additional qualification criteria will also be considered:

- Qualifications and capacity of assigned and identified key staff to accomplish work.
- Ability to perform the services expeditiously at the request of the CITY. History of responsive technical support people and Task Order manager and professional planning and architectural historic preservation staff.
- Ability to coordinate required services with in-house staff
- Past work experience and references.

Exhibit C

B. Selection Process & Scope of Work

B.1 Selection Process*

The following steps will be followed in the selection process:

1. City of Key West management and staff will review each response that is submitted and determine which ones are considered responsive to the RFQ.
2. The City staff tasked with the review of the responses to the RFQ will rank the responses in a publicly advertised meeting using the enclosed selection criteria matrix.
3. The ranking and selection of the firms will be presented to City Commission for approval.
4. The City Commission reserves the right to accept the recommendation of the evaluation team or approve an alternative ranking and selection. Any award shall be made by the City Commission and subject to execution of an agreement in form and substance approved by the City Attorney.
5. City Commission will authorize the City Manager to negotiate a contract with the highest ranked firm or firms subject to agreement of the City Attorney. The City Manager shall negotiate an agreement with the selected firm(s) at compensation that the City Manager, in his/her sole discretion, determines is fair, competitive, and reasonable. If the City Manager is unable to negotiate a satisfactory contract with one or more of the highest ranked firms, the City Manager will terminate negotiations and then negotiate with one or more of the lower-ranked firms and so on in order of preference if needed.
6. If the City chooses to award to more than one firm, the City Manager will negotiate a contract with each selected firm subject to agreement of the City Attorney. The City Manager shall negotiate an agreement with the selected firm(s) at compensation that the City Manager, in his/her sole discretion, determines is fair, competitive, and reasonable. If the City Manager is unable to negotiate a satisfactory contract with a selected firm, the City Manager will terminate negotiations.

* The City reserves the right to award one or more contract(s) to the Consultant(s) who will best serve the interests of the City and whose Responses are considered by the City to be the most qualified. Notwithstanding, the City may, at its sole discretion, reject all responses and cancel this solicitation. The City reserves the right to accept or reject any or all Responses, based upon its deliberations and opinions. In making such determination, the City reserves the right to investigate the financial capability, integrity, experience, quality of performance, and/or past performance of each Consultant, including officers, principals, senior management and supervisors as well as the staff identified in the Response. The City also reserves the right to waive minor variations or irregularities in the Responses.

Exhibit C

B.2 Selection Criteria Matrix

Name: REQUEST FOR QUALIFICATIONS FOR CITY PLANNING AND ARCHITECTURAL HISTORIC PRESERVATION SERVICES

Number: RFQ # 22-009

Firm Name _____

Date _____

SELECTION CRITERIA	WEIGHT	SCORE	WEIGHTED SCORE (WEIGHT X SCORE)
Professional qualifications and references of the key professional staff identified to accomplish work; planning, historic preservation architects, and transportation planner.	25		
Overall client references for the firm	25		
Ability to perform the services expeditiously with attention to detail.	25		
Demonstrated capacity to complete required services through coordination with in-house staff	10		
Availability of technical support people and assigned Task Order manager through references	10		
Capacity to participate in on-site meetings if requested	5		
Total Points	100		

C. SUBMISSION DETAILS

Exhibit C

C.1 Response Information

The City requires the Proposer to submit a concise response clearly addressing all the requirements outlined in this RFQ. Responses must include, at a minimum, the following sections in the order indicated.

1. *Cover letter* – No more than one page
2. *Information page* – Include project name, name of vendor (prime) submitting the response, contact information for the person who will act as project manager and contact information for the person who has authority to make representations for the firm, including name, title, address, telephone and fax numbers and email addresses.
3. *Organization chart* – Show principal planner, key personnel, areas of responsibility and location of personnel.
4. *Company information* – Background information about the vendor and each subcontractor and the services each provides.
5. *Methodology and approach* – Descriptions which enable the City to assess the proposer's capability to perform requested services in a structured and efficient manner.
6. *Personnel* – Resumes of the principals(s) assigned to the project and individual key staff personnel, and/or subcontractors available to support the proposed efforts.
7. *Qualifications* – Description of relevant experience for the firm and each subcontractor connected with providing similar project work. Experience of team members working successfully together on other similar projects should be included.
8. *Representative city planning and historic preservation plan review experience and client references* – Submit descriptions of similar assignments which were conducted by the PLANNING CONTRACTOR, including other agency/client's contact name and telephone number.
9. *Sworn statements and affidavits* – The PLANNING CONTRACTOR shall have signed and returned all forms attached herein as Exhibit A (Anti-Kickback, Public Entity Crimes, Equal Benefits for Domestic Partners, Etc.).

Total proposal length (not including required forms) will not exceed 20 double-sided (40 single) pages.

C.2 Submission Details:

Exhibit C

1. **Submit to:**

City Clerk, City of Key West
1300 White Street
Key West, Florida 33040

2. **Due Date:** October 12, 2022. NO LATER THAN 3 PM LOCAL TIME

3. **Identification of Responses:**

Responses shall be submitted in a sealed envelope, clearly marked on the outside “City Planning Services, **RFQ # 22-009**” addressed and delivered to the City Clerk at the address and by the date and time noted above.

C.3 Number of Copies:

Applicants shall submit (5) printed copies and (2) two flash drives, each with a single PDF file of the complete qualifications submittal. PDF shall be named “*Firm Name* RFQ #22-009.”

C.4 Response Preparation Costs:

Response preparation costs are the applicant’s total responsibility.

C.5 Authorized Signature:

The initial response must contain the signature of a duly authorized officer or agent of the proposer’s company empowered with the right to bind the respondent to the RFQ. The respondent must provide evidence of the authority of the officer or agent to bind the respondent.

C.6 Property of the City:

All responses and related materials provided to the City related to this RFQ will become the property of the City of Key West.

C.7 License Requirements:

The selected respondent will also be required to obtain and maintain a City of Key West Business Tax Receipt for the duration of the work.

C.8 Requests For Information:

Exhibit C

All requests for information should be only in writing and emailed to Donna Phillips at donna.phillips@cityofkeywest-fl.gov and requests for information must be received at least ten (10) days prior to the date fixed for the opening of responses to the RFQ. Any and all such interpretations and any supplemental instructions will be in the form of written addendum to the RFQ. If City issues an addendum, the Respondent has sole responsibility to receive any such addendum or any interpretations shall not relieve such Respondent from any obligation under his response as submitted. All addenda so issued shall become a part of the Contract document.

C.9 Insurance /Indemnification:

Per Paragraph 7 in Appendix A (Sample Contract)

C.10 Cone of Silence:

Pursuant to Section 2-773 of the City of Key West Code of Ordinances, as amended, a “Cone of Silence” shall be in effect during the course of a competitive solicitation. Cone of Silence Affidavit, attached hereto under Exhibit A.

C.11 Response Evaluation:

The vendor's history and experience in performing similar work, clear understanding of the scope of work and related objectives, qualifications and experience of assigned personnel, and availability of key personnel, facilities and equipment will be the principal basis for evaluation. See Submitter Ranking Form, attached hereto as Exhibit B.

Exhibit C

Exhibit A

Affidavits

Exhibit C

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA

SS:

COUNTY OF MONROE

I the undersigned hereby duly sworn, depose and say that no portion of the sum herein response will be paid to any employee of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

BY: _____

sworn and prescribed before me this _____ day of _____, 2022

NOTARY PUBLIC, State of Florida

My commission expires:

Exhibit C

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA)
: SS
COUNTY OF MONROE)

I, the undersigned hereby declares that the only persons or parties interested in this Proposal are those named herein, that this Proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Proposal is made without any connection or collusion with any person submitting another Proposal on this Contract.

By: _____

Sworn and subscribed before me this

_____ day of _____, 2022.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: _____

Exhibit C

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A) **FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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 for _____
(print individual's name and title)

by _____
(print name of entity submitting sworn statement)

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(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)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an 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 "conviction" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 01, 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 a 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,

Exhibit C

shareholders, employees, members and agent 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 of 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 Statute 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, directors, 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 (indicate which statement applies).

Neither the entity submitting this sworn statement, or any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July, 1989.

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 subsequent to July 01, 1989.

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 subsequent to July 01, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered 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 (attach a copy of the final order).

Exhibit C

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. 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 THE CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(SIGNATURE)

(DATE)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority
_____ who, after first being sworn by me,
(name of individual)
affixed his/her signature in the space provided above on this
_____ day of _____, 2022

_____ NOTARY PUBLIC

My commission expires:

Exhibit C

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF _____)

: SS

COUNTY OF _____)

I, the undersigned hereby duly sworn, depose and say that the firm of _____

provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses, per City of Key West Code of Ordinances Sec. 2-799.

By: _____

Sworn and subscribed before me this _____ day of _____ 20____.

NOTARY PUBLIC, State of _____ at Large

My Commission Expires:

Exhibit C

CONE OF SILENCE AFFIDAVIT

Pursuant to City of Key West Code of Ordinances Section 2-773 (attached below)

STATE OF _____)
: SS
COUNTY OF _____)

I the undersigned hereby duly sworn depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of _____ have read and understand the limitations and procedures regarding communications concerning City of Key West issued competitive solicitations pursuant to City of Key West Ordinance Section 2-773 Cone of Silence (attached). Sworn and subscribed before me this

_____ day of _____, 20____.

NOTARY PUBLЛИC, State of _____ at Large

My Commission Expires: _____

Exhibit C

Sec. 2-773. Cone of Silence.

(a) *Definitions.* For purposes of this section, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The following definitions apply unless the context in which the word or phrase is used requires a different definition:

- (1) *Competitive solicitation* means a formal process by the City of Key West relating to the acquisition of goods or services, which process is intended to provide an equal and open opportunity to qualified persons and entities to be selected to provide the goods or services. Competitive solicitation shall include request for proposals ("RFP"), request for qualifications ("RFQ"), request for letters of interest ("RFLI"), invitation to bid ("ITB") or any other advertised solicitation.
- (2) *Cone of silence* means a period of time during which there is a prohibition on communication regarding a particular competitive solicitation.
- (3) *Evaluation or selection committee* means a group of persons appointed or designated by the city to evaluate, rank, select, or make a recommendation regarding a vendor or the vendor's response to the competitive solicitation. A member of such a committee shall be deemed a city official for the purposes of subsection (c) below.
- (4) *Vendor* means a person or entity that has entered into or that desires to enter into a contract with the City of Key West or that seeks an award from the city to provide goods, perform a service, render an opinion or advice, or make a recommendation related to a competitive solicitation for compensation or other consideration.
- (5) *Vendor's representative* means an owner, individual, employee, partner, officer, or member of the board of directors of a vendor, or a planner, lobbyist, or actual or potential subcontractor or sub-consultant who acts at the behest of a vendor in communicating regarding a competitive solicitation.

(b) *Prohibited communications.* A cone of silence shall be in effect during the course of a competitive solicitation and prohibit:

- (1) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and the city's administrative staff including, but not limited to, the city manager and his or her staff;
- (2) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and the mayor, city commissioners, or their respective staff;
- (3) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and any member of a city evaluation and/or selection committee therefore; and
- (4) Any communication regarding a particular competitive solicitation between the mayor, city commissioners, or their respective staff, and a member of a city evaluation and/or selection committee therefore.

(c) *Permitted communications.* Notwithstanding the foregoing, nothing contained herein shall prohibit:

- (1) Communication between members of the public who are not vendors or a vendor's

Exhibit C

representative and any city employee, official or member of the city commission;

(2) Communications in writing at any time with any city employee, official or member of the city commission, unless specifically prohibited by the applicable competitive solicitation.

(A) However, any written communication must be filed with the city clerk. Any city employee, official or member of the city commission receiving or making any written communication must immediately file it with the city clerk.

(B) The city clerk shall include all written communication as part of the agenda item when publishing information related to a particular competitive solicitation;

(3) Oral communications at duly noticed pre-bid conferences;

(4) Oral presentations before publicly noticed evaluation and/or selection committees;

(5) Contract discussions during any duly noticed public meeting;

(6) Public presentations made to the city commission or advisory body thereof during any duly noticed public meeting;

(7) Contract negotiations with city staff following the award of a competitive solicitation by the city commission; or

(8) Purchases exempt from the competitive process pursuant to [section 2-797](#) of these Code of Ordinances;

(d) *Procedure.*

(1) The cone of silence shall be imposed upon each competitive solicitation at the time of public notice of such solicitation as provided by [section 2-826](#) of this Code. Public notice of the cone of silence shall be included in the notice of the competitive solicitation. The city manager shall issue a written notice of the release of each competitive solicitation to the affected departments, with a copy thereof to each commission member, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this ordinance.

(2) The cone of silence shall terminate at the time the city commission or other authorized body makes final award or gives final approval of a contract, rejects all bids or responses to the competitive solicitation or takes other action which ends the competitive solicitation.

(3) Any city employee, official or member of the city commission that is approached concerning a competitive solicitation while the cone of silence is in effect shall notify such individual of the prohibitions contained in this section. While the cone of silence is in effect, any city employee, official or member of the city commission who is the recipient of any oral communication by a potential vendor or vendor's representative in violation of this section shall create a written record of the event. The record shall indicate the date of such communication, the persons with whom such communication occurred, and a general summation of the communication.

(e) *Violations/penalties and procedures.*

(1) A sworn complaint alleging a violation of this ordinance may be filed with the city attorney's office. In each such instance, an initial investigation shall be performed to determine the existence of a violation. If a violation

Exhibit C

is found to exist, the penalties and process shall be as provided in section 1-15 of this Code.

- (2) In addition to the penalties described herein and otherwise provided by law, a violation of this ordinance shall render the competitive solicitation void at the discretion of the city commission.
- (3) Any person who violates a provision of this section shall be prohibited from serving on a City of Key West advisory board, evaluation and/or selection committee.
- (4) In addition to any other penalty provided by law, violation of any provision of this ordinance by a City of Key West employee shall subject said employee to disciplinary action up to and including dismissal.
- (5) If a vendor is determined to have violated the provisions of this section on two more occasions it shall constitute evidence under City Code section 2-834 that the vendor is not properly qualified to carry out the obligations or to complete the work contemplated by any new competitive solicitation. The city's purchasing agent shall also commence any available debarment from city work proceeding that may be available upon a finding of two or more violations by a vendor of this section. (*Ord. No. 13-11, § 1, 6-18-2013*)

**Exhibit C LOCAL VENDOR CERTIFICATION PURSUANT TO CITY OF KEY WEST
ORDINANCE 09-22**

SECTION 2-798

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- a) Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one (1) year immediately prior to the issuance of the solicitation;
- b) Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries; and
- c) Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for proposals.

- Not a local vendor pursuant to Ordinance 09-22 Section 2-798
- Qualifies as a local vendor pursuant to Ordinance 09-22 Section 2-798

If you qualify, please complete the following in support of the self-certification & submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name: _____ Phone: _____ Current

Local Address: _____ Fax: _____ (P.O Box numbers may not be used to establish status)

Length of time at this address:

Signature of Authorized Representative

Date

Exhibit C

NOTARY

STATE OF COUNTY OF

The foregoing instrument was acknowledged before me this day of , 20 .

By , of (Name of officer or agent, title of officer or agent) Name of corporation
acknowledging)

or has produced as identification.

Signature of Notary

Print, Type or Stamp Name of Notary

Title or Rank

Return Completed form with
Supporting documents to:
City of Key West Purchasing

Exhibit C

CITY OF KEY WEST INDEMNIFICATION FORM

PROPOSER agrees to protect, defend, indemnify, save and hold harmless The City of Key West, all its Departments, Agencies, Boards, Commissions, officers, City's Planner, agents, servants and employees, including volunteers, from and against any and all claims, debts, demands, expense and liability arising out of injury or death to any person or the damage, loss of destruction of any property which may occur or in any way grow out of any act or omission of the PROPOSER, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by the City as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of The City of Key West, all its Departments, Agencies, Boards, Commissions, officers, agents, servants and employees. The PROPOSER agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent. The City of Key West does not waive any of its sovereign immunity rights, including but not limited to, those expressed in Section 768.28, Florida Statutes.

These indemnifications shall survive the term of this agreement. In the event that any action or proceeding is brought against the City of Key West by reason of such claim or demand, PROPOSER shall, upon written notice from the City of Key West, resist and defend such action or proceeding by counsel satisfactory to the City of Key West.

The indemnification provided above shall obligate PROPOSER to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at the City of Key West's option, any and all claims of liability and all suits and actions of every name and description covered above which may be brought against the City of Key West whether performed by PROPOSER, or persons employed or utilized by PROPOSER.

The PROPOSER's obligation under this provision shall not be limited in any way by the agreed upon Contract Price as shown in this agreement, or the PROPOSER's limit of or lack of sufficient insurance protection.

COMPANY SEAL

PROPOSER:

Address

Signature

Print Name

Date

Title

Exhibit C

NOTARY FOR THE PROPOSER

STATE OF

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____. By____, of _____ (Name of officer or agent, title of officer or agent) Name of corporation acknowledging)

or has produced _____ as identification.

Signature of Notary

Return Completed form with Print, Type or Stamp Name of Notary

Supporting documents to: City of Key West Purchasing

Title or Rank

Exhibit C

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

SECTION 287.135(2)(A), FLORIDA STATUTES, PROHIBITS A COMPANY FROM BIDDING ON, SUBMITTING A PROPOSAL FOR, OR ENTERING INTO OR RENEWING A CONTRACT FOR GOODS OR SERVICES OF ANY AMOUNT IF, AT THE TIME OF CONTRACTING OR RENEWAL, THE COMPANY IS ON THE SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL LIST, CREATED PURSUANT TO SECTION 215.4725, FLORIDA STATUTES, OR IS ENGAGED IN A BOYCOTT OF ISRAEL. SECTION 287.135(2)(B), FLORIDA STATUTES, FURTHER PROHIBITS A COMPANY FROM BIDDING ON, SUBMITTING A PROPOSAL FOR, OR ENTERING INTO OR RENEWING A CONTRACT FOR GOODS OR SERVICES OVER ONE MILLION DOLLARS (\$1,000,000) IF, AT THE TIME OF CONTRACTING OR RENEWAL, THE COMPANY IS ON EITHER THE SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR THE SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST, BOTH CREATED PURSUANT TO SECTION 215.473, FLORIDA STATUTES, OR THE COMPANY IS ENGAGED IN BUSINESS OPERATIONS IN CUBA OR SYRIA.

AS THE PERSON AUTHORIZED TO SIGN ON BEHALF OF RESPONDENT, I HEREBY CERTIFY THAT THE COMPANY IDENTIFIED ABOVE IN THE SECTION ENTITLED "RESPONDENT VENDOR NAME" IS NOT LISTED ON EITHER THE SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL LIST, SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR THE SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST I UNDERSTAND THAT PURSUANT TO SECTION 287.135, FLORIDA STATUTES, THE SUBMISSION OF A FALSE CERTIFICATION MAY SUBJECT SUCH COMPANY TO CIVIL PENALTIES, ATTORNEY'S FEES, AND/OR COSTS AND TERMINATION OF THE CONTRACT AT THE OPTION OF THE AWARDING GOVERNMENTAL ENTITY.

CERTIFIED BY: _____, PRINT NAME PRINT TITLE

WHO IS AUTHORIZED TO SIGN ON BEHALF OF THE ABOVE REFERENCED COMPANY.

Authorized Signature: _____.

Exhibit C

Exhibit B

Submitter Ranking Form

Name: REQUEST FOR QUALIFICATIONS FOR CITY PLANNING SERVICES

Number: RFQ # 22-009

Firm Name _____

Date _____

SELECTION CRITERIA	WEIGHT	SCORE	WEIGHTED SCORE (WEIGHT X SCORE)
Professional qualifications and references of the key professional staff identified to accomplish work; planning, historic preservation architects, and transportation planner.	25		
Overall client references for the firm	25		
Ability to perform the services expeditiously with attention to detail.	25		
Demonstrated capacity to complete required services through coordination with in-house staff	10		
Availability of technical support people and assigned Task Order manager through references	10		
Capacity to participate in on-site meetings if requested	5		
Total Points	100		

Exhibit C

APPENDIX A
SAMPLE CONTRACT
(subject to negotiation)

**THE FOLLOWING AGREEMENT IS A
DRAFT AGREEMENT AND SHOULD
NOT BE FILLED OUT AS PART OF THE
SUBMISSION PACKAGE. FINAL
AGREEMENT WILL BE IN
SUBSTANTIAL CONFORMANCE WITH
THE ATTACHED**

Exhibit C

AGREEMENT

between

CITY OF KEY WEST

and

for

CITY PLANNING SERVICES

KEY WEST, FLORIDA

Exhibit C

This is an Agreement between: CITY OF KEY WEST, its successors and assigns, hereinafter referred to as "CITY," and _____, a corporation organized under the laws of the State of _____, its successors and assigns, hereinafter referred to as "PLANNING CONTRACTOR".

W I T N E S S E T H, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and PLANNING CONTRACTOR agree as follows:

ARTICLE 1

DEFINITIONS AND IDENTIFICATIONS

For the purposes of this Agreement and the various covenants, conditions, terms and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are agreed upon by the parties.

- 1.1. Agreement:** This document, Articles 1 through 7, inclusive. Other terms and conditions Are included in the CITY's RFQ #22-009, PLANNING CONTRACTOR's Response to RFQ dated _____, 2022, Exhibits, Task Orders, and supplemental documents that are by this provision expressly incorporated herein by reference.
- 1.2. Commissioners:** Members of the City Commission with all legislative powers of the CITY vested therein.
- 1.3. PLANNING CONTRACTOR:** The firm selected to perform the services pursuant to this Agreement.
- 1.4. Contract Administrator:** The ranking managerial employee of the CITY or some other employee expressly designated as Contract Administrator by the City Manager, who is the representative of the CITY. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.
- 1.5. CITY:** City of Key West.
- 1.6. Task Order:** A detailed description of a particular service or services to be performed by PLANNING CONTRACTOR under this Agreement.

Exhibit C

ARTICLE 2

PREAMBLE

In order to establish the background, context and frame of reference for this Agreement and generally to express the objectives and intentions of the respective parties hereto, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

- 2.1.** The PLANNING CONTRACTOR is not entitled to receive, and the CITY is not obligated to pay, any fees or expenses in excess of the amount budgeted for Task Orders authorized under this Agreement in each fiscal year (October 1-September 30) by CITY. The budgeted amount may only be modified per City Ordinance(s).

- 2.2.** Negotiations pertaining to the services to be performed by PLANNING CONTRACTOR were undertaken between PLANNING CONTRACTOR and staff selected by the Commission, and this Agreement incorporates the results of such negotiations.

Exhibit C

ARTICLE 3

SCOPE OF SERVICES AND STANDARD OF CARE

3.1. PLANNING CONTRACTOR's services may include but are not limited to the following in regard to the Agreement:

- 3.1.1. Development review/current planning functions
- 3.1.2. Long range planning/policy functions
- 3.1.3. Transportation planning services
- 3.1.4. Historic architectural plan review and analysis function
- 3.1.5. Other day to day Planning Department functions as assigned

3.2. PLANNING CONTRACTOR's services shall include functions described in paragraph 3.1., and any other lawful professional Planning services that the PLANNING CONTRACTOR is qualified to provide, and that the CITY authorizes the PLANNING CONTRACTOR to undertake in connection with this Agreement. PLANNING CONTRACTOR shall provide all necessary, incidental and related activities and services as required.

3.3. PLANNING CONTRACTOR and CITY acknowledge that the Scope of Services does not delineate every detail and minor work task required to be performed by PLANNING CONTRACTOR to complete any particular task order. If, during the course of the performance of the services included in this Agreement, PLANNING CONTRACTOR determines that work should be performed to complete the Task Order which is, in the PLANNING CONTRACTOR's opinion, outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, PLANNING CONTRACTOR shall notify Contract Administrator in writing in a timely manner and seek approval of the CITY before proceeding with the work. If PLANNING CONTRACTOR proceeds with such work without notifying the Contract Administrator, the work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Services. Notice to Contract Administrator does not constitute authorization or approval by CITY to perform the work. Performance of work by PLANNING CONTRACTOR outside the originally anticipated level of effort without prior written CITY approval or modification of Task Order is at PLANNING CONTRACTOR's sole risk.

3.4. The specific services to be provided by the PLANNING CONTRACTOR and the compensation for such services shall be as mutually agreed to in separate Task Orders to this AGREEMENT and in accordance with the Proposal attached hereto as AGREEMENT Exhibit A or in accordance with the rate/fee schedule attached hereto as AGREEMENT Exhibit B. Each Task Order when fully executed shall become a supplement to and a part of this AGREEMENT.

3.4.1. Each Task Order shall be supported by appropriate cost and pricing data and such other documentation as required by the CITY.

3.4.2. Task Orders shall be numbered consecutively as specified by CITY. Each Task Order shall include a description of the scope of services and specified deliverables, time of completion, total estimated costs of services, and method of compensation. Additional information shall be provided to the CITY if required. Amended Task Orders shall include substantially the same information and be submitted to the CITY for approval.

3.4.3. The CITY may make or approve changes within the general Scope of Services in any Task

Exhibit C

Order. If such changes affect the PLANNING CONTRACTOR's cost of or time required for performance of the services, an equitable adjustment shall be made through an amendment to the Task Order.

- 3.4.4. A Task Order may be terminated at any time, with or without cause, by the CITY upon written notice to PLANNING CONTRACTOR. PLANNING CONTRACTOR shall perform no further work upon receipt of this notice unless specifically authorized by the City Manager of the City of Key West. On termination, the PLANNING CONTRACTOR shall be paid for all authorized services performed up to the termination date plus, if terminated for the convenience of the CITY, reasonable expenses incurred during the close-out of the Task Order. The CITY shall not pay for anticipatory profits. The termination of this Agreement pursuant to Paragraph 7.2, hereof, shall constitute the termination of any and all outstanding Task Orders.
- 3.4.5. The PLANNING CONTRACTOR shall begin services under any Task Order when authorized by a Purchase Order issued by the CITY and delivered to PLANNING CONTRACTOR.
- 3.5. The CITY and PLANNING CONTRACTOR may negotiate additional scopes of services, compensation, time of performance and other related matters for each Task Order as allowed by this Agreement. If CITY and PLANNING CONTRACTOR cannot contractually agree, CITY shall have the right to immediately terminate negotiations at no cost to CITY and procure services from another source.
- 3.6. PLANNING CONTRACTOR shall perform the professional services under this Agreement at the level customary for competent and prudent professionals in PLANNING CONTRACTOR's field performing such services at the time and place where the services are provided. In the event PLANNING CONTRACTOR does not comply with this standard, and omissions or errors are made by PLANNING CONTRACTOR and/or sub-standard work as determined solely by the CITY, PLANNING CONTRACTOR will correct such work that contains errors or omissions at no cost to CITY and reimburse CITY through compensation for damages. Compensation may include overtime required by CITY staff when late or incomplete submittals affect departmental deadlines.
- 3.7. PLANNING CONTRACTOR is required to perform the Task Orders consistent with current applicable Federal, State and City laws, codes and regulations that pertain to the Task Order. In all Task Orders, where changes to any laws, codes or regulations affecting the Task Order have a Task Order effective date or are anticipated to be effective at a future date, or if knowledge of anticipated changes is available to PLANNING CONTRACTOR or any sub-consultant, PLANNING CONTRACTOR shall present options for their use or implementation.

Exhibit C

ARTICLE 4

TERM OF AGREEMENT; TIME FOR PERFORMANCE; CONTRACTOR DAMAGES;

The term of this Agreement shall be for a period of three (3) years from the effective date of the Agreement with the option of a two (2) year renewal. The Agreement will be in effect upon execution by both parties. The Agreement may be renewed at the discretion of the CITY.

- 4.1.** PLANNING CONTRACTOR shall perform the services described in each Task Order within the time periods specified. Each such time period shall commence from the date of the purchase order issued for such services. Any amendment to such time period must be agreed to by CITY in writing.
- 4.2.** PLANNING CONTRACTOR must receive written approval from the Contract Administrator prior to beginning the performance of services in any subsequent Task Order. Prior to granting approval for PLANNING CONTRACTOR to proceed to a subsequent Task Order, the Contract Administrator may, at his or her sole option, require PLANNING CONTRACTOR to submit any deliverables/documents for the Contract Administrator's review.
- 4.3.** In the event PLANNING CONTRACTOR is unable to complete the above services because of delays resulting from untimely review by CITY or other governmental authorities having jurisdiction over the Task Order, and such delays are not the fault of PLANNING CONTRACTOR, or because of delays which were caused by factors outside the control of PLANNING CONTRACTOR, CITY shall grant a reasonable extension of time for completion of the services and shall provide reasonable compensation, if appropriate. It shall be the responsibility of PLANNING CONTRACTOR to notify CITY within 10 days in writing whenever a delay in approval by a governmental agency, including CITY, is anticipated or experienced, and to inform the Contract Administrator of all facts and details related to the delay.

Exhibit C

ARTICLE 5

COMPENSATION AND METHOD OF PAYMENT

5.1. AMOUNT AND METHOD OF COMPENSATION

The types of compensation methods, which shall be used to pay for the PLANNING CONTRACTOR's services, are limited to the following, subject to this agreement:

5.1.1. Lump sum payment/Not-to-Exceed, which includes compensation for all the PLANNING CONTRACTOR's salaries, general overhead costs, direct expenses, and profit.

5.1.1.1. If Work timing deviates from the assumed schedule for causes beyond PLANNING CONTRACTOR's control, PLANNING CONTRACTOR and/or the CITY reserves the right to request renegotiation of those portions of the lump sum affected by the time change.

5.1.1.2. Each major task or project the CITY wishes CONSULTANT to perform will be defined in a Task Order which shall include, but not be limited to, a description of the scope of services, time of completion, type of professional involved (hourly wage) and the total estimated hours required to complete the tasking.

5.1.1.3. In the event of a change of scope, CITY shall authorize in writing an appropriate and reasonable decrease or increase in compensation.

5.1.1.4. Monthly invoicing will be based on actual hours of work completed at the end of the preceding month.

5.1.1.5. The PLANNING CONTRACTOR shall submit wage rates and other actual unit costs supporting the compensation. The CITY shall pay the PLANNING CONTRACTOR on an hourly basis in accordance with the agreed upon hourly rates. The PLANNING CONTRACTOR shall submit a Truth in Negotiation Certificate stating that all data supporting the compensation is accurate, complete, and current at the time of contracting.

5.1.2. Cost Reimbursable-Per Diem (Time and Expenses)

5.1.2.1. Per diem rates are those hourly or daily rates charged for work performed on the WORK by PLANNING CONTRACTOR's employees of the indicated classifications and include all salaries, overheads, and profit, but do not include allowances for Direct Expenses. These rates are subject to annual adjustments based on the Consumer Price Index Urban U.S. City Average All Items U.S. Department of Labor Bureau of Labor Statistics.

5.1.2.2. Hourly rates for the contract (PLANNING CONTRACTOR AND Sub-consultants): See attached Exhibit C.

5.1.2.3. PLANNING CONTRACTOR and Sub-consultants allowed annual wage adjustment on the Agreement effective anniversary dates shall not exceed the Data Resource Institute (DRI) forecast of wage and price escalation (the U.S. Bureau of Labor Statistics [BLS] Employment Cost Index [ECI] for Private Industry)

Exhibit C

5.1.2.4. A budgetary amount will be established for each Task Order. This budgetary amount shall not be exceeded unless written approval is provided by the CITY. PLANNING CONTRACTOR shall make reasonable efforts to complete the work within the budget and will keep CITY informed of progress toward that end so that the budget or work effort can be adjusted if found necessary.

5.1.2.5. PLANNING CONTRACTOR is not obligated to incur costs beyond the indicated budgets, as may be adjusted, nor is CITY obligated to pay PLANNING CONTRACTOR beyond these limits.

5.1.2.6. When any budget has been increased, PLANNING CONTRACTOR's excess costs expended prior to such increase will be allowable to the same extent as if such costs had been incurred after the approved increased.

5.2. REIMBURSABLE EXPENSES

5.2.1.1. Direct non-salary expenses, entitled Reimbursable Expenses, directly attributable to the Work shall be charged at actual cost, and shall be limited to the following:

5.2.1.2. Identifiable transportation expenses in connection with the Work, subject to the limitations of Section 112.061, Florida Statutes. There shall be no mileage reimbursement for travel within the City of Key West. Transportation expenses to locations outside the City area or from locations outside the City will not be reimbursed unless specifically pre-authorized in writing by the Contract Administrator.

5.2.1.3. Identifiable per diem, meals and lodgings, taxi fares, automobile rental, and miscellaneous travel- connected expenses for PLANNING CONTRACTOR's personnel subject to the limitations of Section 112.061 Florida Statutes. Meals for class C travel inside the City of Key West will not be reimbursed. Lodging will be reimbursed only for room rates equivalent to Hampton Inn or Best Western located within the City of Key West city limits.

5.2.1.4. Identifiable communication expenses approved by Contract Administrator, long distance telephone, courier and express mail utilized to render the services required by this Agreement.

5.2.1.5. Cost of printing, reproduction or photography that is required by or of PLANNING CONTRACTOR to deliver services set forth in this Agreement.

5.2.1.6 All permit fees paid to regulatory agencies for approvals directly attributable to the Work. These permit fees do not include those permits required for the Contractor.

5.2.1.7 It is acknowledged and agreed to by PLANNING CONTRACTOR that the dollar limitation set forth in paragraphs 5.2.1.1 through 5.2.1.7 is a limitation upon, and describes the maximum extent of, CITY's obligation to reimburse PLANNING CONTRACTOR for direct, non-salary expenses. If CITY or Contract Administrator requests PLANNING CONTRACTOR to incur expenses not contemplated in the amount for Reimbursable Expenses, PLANNING CONTRACTOR shall notify Contract Administrator in writing before incurring such expenses. Any such expenses shall be reviewed and approved by CITY

Exhibit C

prior to incurring such expenses.

5.3. METHOD OF BILLING

5.3.1. Lump Sum Compensation by Task Order

PLANNING CONTRACTOR shall submit Task Order billings identifying type of work completed on a monthly basis in a timely manner. These Task Order billings shall identify the nature of the work performed, identifying the specific task or project, and the estimated percent of work accomplished. The statement shall show a summary of fees with accrual of the total and credits for portions paid previously. When requested, PLANNING CONTRACTOR shall provide backup for past and current invoices that record hours, personnel, and expense costs on a task basis, so that total hours and costs by task may be determined.

5.3.2. Cost Reimbursable-Per Diem (Time and Expenses) Compensation

PLANNING CONTRACTOR shall submit billings identifying the type of work completed on a monthly basis in a timely manner for all personnel hours and reimbursable expenses attributable to the Work. These billings shall identify the nature of the work performed, the total hours of work performed and the employee category and name of the individuals performing same. Billings shall itemize and summarize reimbursable expenses by category and identify same as to the personnel incurring the expense and the nature of the work with which such expense was associated. Where prior written approval by Contract Administrator is required for reimbursable expenses, a copy of the approval shall accompany the billing for such reimbursable. The statement shall show a summary of salary costs and reimbursable expenses with accrual of the total and credits for portions paid previously. External reimbursable expenses and sub-consultant fees must be documented by copies of invoices or receipts that describe the nature of the expenses and contain the purchase order number or other identifier that clearly indicates the expense is identifiable to the Work. Subsequent addition of the identifier to the invoice or receipt by the PLANNING CONTRACTOR is not acceptable except for meals and travel expenses. Appropriate PLANNING CONTRACTOR's cost accounting forms with a summary of charges must document internal expenses by category. When requested, PLANNING CONTRACTOR shall provide backup for past and current invoices that records hours and rates by employee category, reimbursable expenses by category, and subcontractor fees on a task basis, so that total hours and costs by task may be determined.

Exhibit C

5.4. METHOD OF PAYMENT

- 5.4.1 CITY shall pay PLANNING CONTRACTOR within forty-five (45) calendar days from receipt of PLANNING CONTRACTOR's proper invoice with documentation as provided above.
- 5.4.2 Payment will be made to PLANNING CONTRACTOR at:

Address: _____

ARTICLE 6

CITY 'S RESPONSIBILITIES

- 6.1.** CITY shall assist PLANNING CONTRACTOR by placing at PLANNING CONTRACTOR's disposal all information CITY has available pertinent to the Task Order including previous reports and any other data relative to the Task Order.
- 6.2.** CITY shall arrange for access to, and make all provisions for, PLANNING CONTRACTOR to enter upon public and private property as required for PLANNING CONTRACTOR to perform its services.
- 6.3.** CITY shall review the PLANNING CONTRACTOR itemized deliverables/documents identified in the Task Orders and respond in writing with any comment within the time set forth in the Task Order or within a reasonable time.
- 6.4.** CITY shall give prompt written notice to PLANNING CONTRACTOR whenever CITY observes or otherwise becomes aware of any development that affects the scope or timing of PLANNING CONTRACTOR services or any defect in the work of any Contract.

ARTICLE 7

MISCELLANEOUS

7.1. OWNERSHIP OF DOCUMENTS

Any and all records provided or created in connection with his Agreement are and shall remain property of CITY. All finished or unfinished documents, data, data matrices, analyses, compiled information and calculations generated and used to evaluate and compute the construction or material requirements for the Task Order, studies, surveys, drawings, maps, models, photographs, analyses, compiled information and reports prepared or provided by PLANNING CONTRACTOR in connection with this Agreement, whether in hard copy or electronic form, shall become the property of CITY, whether the Task Order for which they are made is completed or not. PLANNING CONTRACTOR agrees to perform all actions reasonably requested by CITY (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments). PLANNING CONTRACTOR is not responsible for damages caused by the unauthorized re- use by others of any of the materials for another Task Order. Upon completion of this Agreement or Termination by either party, any and all records relating to the Agreement in the possession of PLANNING CONTRACTOR shall be delivered by the PLANNING CONTRACTOR to the CITY, at no cost to the CITY, within ten (10) days. All such records stored electronically by PLANNING CONTRACTOR shall be delivered to CITY in a format compatible with the CITY'S information technology systems.

If applicable, CITY may withhold any payments then due to PLANNING CONTRACTOR until PLANNING CONTRACTOR complies with the provisions of this Article.

PLANNING CONTRACTOR'S failure or refusal to comply with the provisions of this Article shall result in the immediate termination of this Agreement by the CITY.

7.2. TERMINATION

7.2.1. This Agreement may be terminated with or without cause by CITY at any time.

7.2.2. Notice of termination shall be provided in accordance with paragraph 7.12 NOTICES of this Agreement.

7.2.3. In the event this Agreement is terminated, PLANNING CONTRACTOR shall be paid for any services performed to the date the Agreement is terminated. Compensation shall be withheld until all documents specified in Section 7.1 of this Agreement are provided to the CITY. Upon being notified of CITY's election to terminate, PLANNING CONTRACTOR shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. Under no circumstances shall CITY make payment of profit for services that have not been performed.

Exhibit C

7.3. AUDIT RIGHT AND RETENTION OF RECORDS

- 7.3.1. CITY shall have the right to audit the books, records, and accounts of PLANNING CONTRACTOR that are related to any Task Order. PLANNING CONTRACTOR shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Task Order.
- 7.3.2. PLANNING CONTRACTOR shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to PLANNING CONTRACTOR's records, PLANNING CONTRACTOR shall comply with all requirements thereof; however, PLANNING CONTRACTOR shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

7.4. NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AMERICANS WITH DISABILITIES ACT, AND EQUAL BENEFITS FOR DOMESTIC PARTNERS

- 7.4.1. PLANNING CONTRACTOR shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards.

Exhibit C

7.4.2. PLANNING CONTRACTOR's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, gender identity or expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor that cannot be lawfully or appropriately used as a basis for service delivery. PLANNING CONTRACTOR shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, gender identity or expression, marital status, political affiliation, or physical or mental disability. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeships), and accessibility.

7.4.3. PLANNING CONTRACTOR shall comply with City Ordinance Sec. 2-799 Requirements for City Contractors to Provide Equal Benefits for Domestic Partners

7.5. PUBLIC ENTITY CRIMES ACT

7.5.1. PLANNING CONTRACTOR represents that the execution of this Agreement shall not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, planner or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a contractor, supplier, subcontractor, or planner under a contract with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto and may result in being barred from CITY's competitive procurement activities.

7.5.2. In addition to the foregoing, PLANNING CONTRACTOR further represents that there has been no determination, based on an audit, that it or any sub-consultant, has committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether PLANNING CONTRACTOR has been placed on the convicted vendor list.

7.5.3. PLANNING CONTRACTOR shall promptly notify CITY if it or any subcontractor or sub-consultant is formally charged with an act defined as a "public entity crime" or has been placed on the convicted vendor list.

Exhibit C

7.6. SUB-CONSULTANTS

PLANNING CONTRACTOR may use the sub-consultants identified in the proposal that was a material part of the selection of PLANNING CONTRACTOR to provide the services under this Agreement. The CITY reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant and to inspect all facilities of any sub-consultants in order to make determination as to the capability of the sub-consultant to perform properly under this Contract. The CITY's acceptance of a sub-consultant shall not be unreasonably withheld. PLANNING CONTRACTOR shall obtain written approval of Contract Administrator prior to changing or adding to the list of sub-consultants. The list of sub-consultants submitted and currently approved is as follows:

- a. _____
- b. _____
- c. _____
- d. _____

Hourly rates for such said Sub-consultants are as on attached Addendum A. The PLANNING CONTRACTOR shall be responsible for all payments to any subconsultants and shall maintain responsibility for all work related to the services provided.

7.7. ASSIGNMENT AND PERFORMANCE

- 7.7.1. Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by either party and PLANNING CONTRACTOR shall not subcontract any portion of the work required by this Agreement except as authorized pursuant to Section 7.6.
- 7.7.2. PLANNING CONTRACTOR represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to CITY's satisfaction for the agreed compensation.
- 7.7.3. PLANNING CONTRACTOR shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of PLANNING CONTRACTOR's performance and all interim and final product(s) provided to or on behalf of CITY shall be in accordance with the standard of care set forth in Paragraph 3.6.
- 7.7.4. PLANNING CONTRACTOR shall not change or replace overall project manager identified in the PLANNING CONTRACTOR's response to the RFQ without the Contract Administrator's prior written approval.

Exhibit C

7.8. INDEMNIFICATION OF CITY

7.8.1. To the fullest extent permitted by law, the PLANNING CONTRACTOR expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents, and employees (herein called the “indemnities”) from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the PLANNING CONTRACTOR, its Subcontractors or persons employed or utilized by them in the performance of the Contract. Claims by indemnities for indemnification shall be limited to the amount of PLANNING CONTRACTOR’s insurance or \$1 million per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any.

7.8.2. The indemnification obligations under the Contract shall not be restricted in any

way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the PLANNING CONTRACTOR under workers’ compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the PLANNING CONTRACTOR or of any third party to whom PLANNING CONTRACTOR may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the Work.

7.9. INSURANCE

7.9.1. PLANNING CONTRACTOR is to secure, pay for, and file with the City of Key West, prior to commencing any work under the Contract, all certificates for workers’ compensation, public liability, and property damage liability insurance, and such other insurance coverages as may be required by specifications and addenda thereto, in at least the following minimum amounts with specification amounts to prevail if greater than minimum amounts indicated. Notwithstanding any other provision of the Contract, the PLANNING CONTRACTOR shall provide the minimum limits of liability insurance coverage as follows:

Auto Liability	\$1,000,000	Combined Single Limit
General Liability	\$2,000,000	Aggregate (Per Project)
	\$2,000,000	Products Aggregate
	\$1,000,000	Any One Occurrence
	\$1,000,000	Personal Injury
	\$ 300,000	Fire Damage/Legal
Professional Liability	\$2,000,000	Per Claim / Aggregate

Exhibit C

7.9.2. PLANNING CONTRACTOR shall furnish an original Certificate of Insurance indicating, and such policy providing coverage to, City of Key West named as an additional insured on all policies— excepting Professional Liability and Workers’ Compensation—on a PRIMARY and NON CONTRIBUTORY basis utilizing an ISO standard endorsement at least as broad as CG 2010 (11/85) or its equivalent, (combination of CG 20 10 07 04 and CG 20 37 07 04, providing coverage for completed operations, is acceptable) including a waiver of subrogation clause in favor of City of Key West on all policies. PLANNING CONTRACTOR will maintain the Professional Liability insurance coverage continuing in full force including the additional insured endorsement until at least 3 years beyond completion and delivery of the work contracted herein.

7.9.3. Notwithstanding any other provision of the Contract, the PLANNING CONTRACTOR shall maintain complete worker’s compensation coverage for each and every employee, principal, officer, representative, or agent of the PLANNING CONTRACTOR who is performing any labor, services, or material under the Contract. Further, PLANNING CONTRACTOR shall additionally maintain the following minimum limits of coverage:

Bodily Injury Each Accident	\$1,000,000
Bodily Injury by Disease Each Employee	\$1,000,000
Bodily Injury by Disease Policy Limit	\$1,000,000

7.9.4. If the work is being done on or near a navigable waterway, PLANNING CONTRACTOR’s workers compensation policy shall be endorsed to provide USL&H Act (WC 00 01 06 A) and Jones Act (WC 00 02 01 A) coverage if specified by the City of Key West. PLANNING CONTRACTOR shall provide the City of Key West with a Certificate of Insurance verifying compliance with the workers’ compensation coverage as set forth herein and shall provide as often as required by the City of Key West such certification which shall also show the insurance company, policy number, effective and expiration date, and the limits of worker’s compensation coverage under each policy.

7.9.5. PLANNING CONTRACTOR’s insurance policies shall be endorsed to give 30 days written notice to the City of Key West in the event of cancellation or material change, using form CG 02 24, or its equivalent.

7.9.6. Certificates of Insurance submitted to the City of Key West will not be accepted without copies of the endorsements being requested. This includes additional insured endorsements, cancellation/material change notice endorsements, and waivers of subrogation. Copies of USL&H Act and Jones Act endorsements will also be required if necessary. PLEASE ADVISE YOUR INSURANCE AGENT ACCORDINGLY.

7.9.7. PLANNING CONTRACTOR will comply with any and all safety regulations required by any agency or regulatory body including but not limited to OSHA. PLANNING CONTRACTOR will notify City of Key West immediately by telephone at (305) 809-3964 any accident or injury to anyone that occurs on the jobsite and is related to any of the work being performed by the PLANNING CONTRACTOR.

Exhibit C

- 7.9.8. It shall be the responsibility of the PLANNING CONTRACTOR to ensure that all sub-consultants/subcontractors comply with the same insurance requirements as is required of PLANNING CONTRACTOR.
- 7.9.9. In addition, it is understood if at any time any of the policies required by the City shall become unsatisfactory to the City as to form or substance, or if a company issuing any such policy shall become unsatisfactory to the City, the PLANNING CONTRACTOR shall obtain a new policy, submit the same to the City for approval and submit a certificate of insurance as which may be required by the contract. It is understood that upon failure of the PLANNING CONTRACTOR to furnish, deliver and maintain such insurance as required above, the contract at the election of the City may be declared suspended, discontinued or terminated. Further, failure of the PLANNING CONTRACTOR to take out and/or maintain any required insurance shall not relieve the PLANNING CONTRACTOR from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the PLANNING CONTRACTOR concerning indemnification.

7.10. REPRESENTATIVE OF CITY AND PLANNING CONTRACTOR

- 7.10.1. The parties recognize that questions in the day-to-day conduct of the Task Order will arise. The Contract Administrator, is the PLANNING DEPARTMENT DIRECTOR or City Manager's designee if the Director is absent. Upon PLANNING CONTRACTOR's request, the Contract Administrator shall advise PLANNING CONTRACTOR in writing of one (1) or more CITY employees to whom all communications pertaining to the day-to-day conduct of the Task Order shall be addressed.
- 7.10.2. PLANNING CONTRACTOR shall inform the Contract Administrator in writing of PLANNING CONTRACTOR's representative to whom matters involving the conduct of the Task Order shall be addressed.

7.11. ALL PRIOR AGREEMENTS SUPERSEDED

- 7.11.1. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document and the exhibits and addenda attached and/or documents incorporated by reference. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.
- 7.11.2. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

Exhibit C

7.12. NOTICES

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

If to Planning Contractor:

If to City:

City Manager
P.O. Box 1409
Key West, Florida 33041

With copies to:

City Attorney
P.O. Box 1409
Key West, Florida 33041

AND
Contract Administrator (Planning Director)
P.O. Box 1409
Key West, Florida 33041

Exhibit C

7.13. TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by PLANNING CONTRACTOR shall act as the execution of a truth-in negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of

contracting. The original contract price for any Task Order and any additions thereto shall be adjusted to exclude any significant sums, by which CITY determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

7.14. INTERPRETATION

The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence or paragraph where they appear, unless the context otherwise requires. Whenever reference is made to a Paragraph or Article of this Agreement, such reference is to the Paragraph or Article as a whole, including all of the subsections of such Paragraph, unless the reference is made to a particular subsection or subparagraph of such Paragraph or Article.

7.15. PLANNING CONTRACTOR's STAFF

7.15.1. PLANNING CONTRACTOR shall provide the key staff identified in their proposal for Task Order as long as such key staffs are in PLANNING CONTRACTOR's employment. Key Staff as referenced in this agreement shall mean a Project Manager, a Principal Planner, a Senior Planner, other junior Planners, Architects, and Transportation Planners, if requested.

7.15.2. PLANNING CONTRACTOR shall obtain prior written approval of Contract Administrator (the Planning Department Director) prior to changing key staff. PLANNING CONTRACTOR shall provide Contract Administrator with such information as necessary to determine the suitability of proposed new key staff. Contract Administrator shall be reasonable in evaluating key staff qualifications.

7.15.3. Contract Administrator may request removal of any of PLANNING CONTRACTOR's staff at his or her discretion.

7.15.4. The CITY reserves the right to approve the members of the Key Staff and the roles they will undertake in the assignment.

Exhibit C

- 7.15.5. Each assignment issued under this Agreement by the CITY to the PLANNING CONTRACTOR, the PLANNING CONTRACTOR will at the CITY's request, disclose the role, qualifications and hourly rate of each individual working on the assignment.
- 7.15.6. The CITY reserves the right to require replacement of any of the members of the Consulting Team. Any proposed addition or change of members of the Consulting Team initiated by the PLANNING CONTRACTOR must obtain the CITY Representative's prior written approval.
- 7.15.7. In the event of the death, incapacity or termination of employment of any member of the Consulting Team before Completion of the Services, the PLANNING CONTRACTOR shall at its own expense and as soon as reasonably practicable arrange to substitute or replace the individual member concerned subject to section 7.15.
- 7.15.8. The PLANNING CONTRACTOR shall ensure that the substitute or replacement is no less qualified in terms of relevant experience and qualifications than the outgoing individual and is available at the relevant time to act as such replacement or substitute. The PLANNING CONTRACTOR shall without delay forward curriculum vitae of the proposed substitute or replacement to the CITY. The deployment of such substitute or replacement shall be subject to the CITY's consent.
- 7.15.9. The PLANNING CONTRACTOR shall solely be responsible for all direct, indirect and consequential costs or losses that may arise from the substitution or replacement of members of the Consulting Team.

7.16. INDEPENDENT CONTRACTOR

PLANNING CONTRACTOR is an independent contractor under this Agreement. Services provided by PLANNING CONTRACTOR shall be subject to the supervision of PLANNING CONTRACTOR. In providing the services, PLANNING CONTRACTOR or its agents shall not be acting and shall not be deemed as acting as officers, employees, or agents of the CITY, nor shall they accrue any of the rights or benefits of a CITY employee. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

7.17. THIRD PARTY BENEFICIARIES

Neither PLANNING CONTRACTOR nor CITY intend directly or substantially to benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement. No subcontractor or sub-consultant, whether named or unnamed, shall be a third party beneficiary of this Agreement.

7.18. CONFLICTS

- 7.18.1. Neither PLANNING CONTRACTOR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with PLANNING CONTRACTOR's loyal and conscientious exercise of judgment related to its performance under this Agreement.

Exhibit C

- 7.18.2. PLANNING CONTRACTOR agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against CITY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.
- 7.18.3 In addition to the above and to avoid any conflict of interest of any appearance thereof, PLANNING CONTRACTOR shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.) or anyone doing business with the CITY.
- 7.18.4. In the event PLANNING CONTRACTOR is permitted to use sub-consultants to perform any services required by this Agreement, PLANNING CONTRACTOR agrees to prohibit such sub-consultants from having any conflicts as within the meaning of this section, and shall so notify them in writing.

7.19. CONTINGENCY FEE

PLANNING CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for PLANNING CONTRACTOR, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for PLANNING CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, CITY shall have the right to terminate this Agreement without liability at its discretion, or to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

7.20. WAIVER OF BREACH AND MATERIALITY

- 7.20.1. Failure by CITY to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- 7.20.2. CITY and PLANNING CONTRACTOR agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

Exhibit C

7.21. COMPLIANCE WITH LAWS

PLANNING CONTRACTOR shall comply with federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement applicable at the time the scope of services was drafted for this agreement and shall obtain all required permits from all jurisdictional agencies to perform the services under this Agreement at its own expense. In addition, at the time each Task Order is executed, any revisions to applicable federal state, and local laws, codes, ordinances, rules and regulations shall apply.

7.22. SEVERABILITY

In the event this Agreement or a portion or a term of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the fullest extent permitted by law unless CITY or PLANNING CONTRACTOR elects to terminate this Agreement.

7.23. JOINT PREPARATION

Preparation of this Agreement has been a joint effort of CITY and PLANNING CONTRACTOR and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

7.24. PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit or addenda attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 7 of this Agreement shall prevail and be given effect.

7.25. APPLICABLE LAW AND VENUE

The laws of the State of Florida govern the validity of this Agreement, its interpretation and performance, and any claims related to it. The venue for mediation, litigation or any other legal proceeding shall be Monroe County, Florida, Lower Keys Division of the Circuit Court or the Southern District of Florida. This Agreement is not subject to arbitration.

7.26. INCORPORATION BY REFERENCE

The attached exhibits are incorporated into and made a part of this Agreement: **Exhibit A** the **PLANNING CONTRACTOR's response**, Exhibit B is PLANNING CONTRACTOR's Hourly Rates, Exhibit C is RFQ 22-009.

Exhibit C

7.27. SURVIVAL OF PROVISIONS.

Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

7.28 COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be deemed to be an original and such counterparts shall constitute one and the same instrument.

Exhibit C

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

By: CITY OF KEY WEST

Patti McLaughlin, City Manager

____ day of _____, 20 ____

By: PLANNING CONTRACTOR

(Signature)

(Print Name and Title)

____ day of _____, 20 ____

Attest:

Cheryl Smith, City Clerk

____ day of _____, 20 ____

Attest:

(Signature)

(Print Name and Title)

____ day of _____, 20 ____

Exhibit C

Exhibit C

Hourly Fee Schedule

Company Name: _____

Date: _____

Position Title	Hourly Rate
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