

**PINELLAS PLANNING COUNCIL
AGENDA MEMORANDUM**

AGENDA ITEM: V A.

MEETING DATE: June 18, 2008

SUBJECT:

Agreement for Consulting Services with WilsonMiller On Behalf of City of Dunedin

RECOMMENDATION:

Council Approve Attached Agreement and Memorandum of Understanding And Authorize Their Execution, Subject to City Approval of Accompanying Memorandum of Understanding.

I. BACKGROUND

Planning Council staff has assisted the City of Dunedin over the past year in exploring and developing a recommended approach to a series of corridor studies in the City.

Consistent with the Council's deliberation and direction concerning the provision of local assistance at the April meeting, the proposed approach to this project was revised to provide only in-kind staff assistance, consisting largely of contract management and overall project coordination.

As proposed, the Planning Council will contract with WilsonMiller, one of three consultant firms responding to a request for proposals from the Council's pre-qualified list of consultants. The preferred consultant with whom the contract was negotiated was selected by the City with input from Council staff.

The contract with the consultant will then be attached to a Memorandum of Understanding between the City and the Council, a draft copy of which is attached. The Memorandum of Understanding has been prepared and is authorized pursuant to the Council's Interlocal Services Agreement with the City of Dunedin for special projects.

Under the terms of the Agreement and Memorandum of Understanding, the PPC will oversee and coordinate the work to be performed on behalf of the City, pay the consultant as work progresses, and be reimbursed by the City for the not-to-exceed contract amount of \$136,000. The estimated contribution of in-kind PPC staff time is in the range of ten to

PINELLAS PLANNING COUNCIL ACTION:

COUNTYWIDE PLANNING AUTHORITY ACTION:

SUBJECT: Agreement for Consulting Services with WilsonMiller on Behalf of City of Dunedin

fifteen percent of the contract amount and is reflected in the Council's proposed work program and budget for FY 2008-09.

Council staff recommends approval of the accompanying Agreement with WilsonMiller and authorization to execute same, subject to approval of the corresponding Memorandum of Understanding by the City of Dunedin, which is scheduled for consideration by the City Commission on Thursday, June 19, as well as approval and authorization to execute said Memorandum of Understanding on behalf of the Council upon its approval by the City.

MEMORANDUM OF UNDERSTANDING
FOR
SPECIAL PLANNING PROJECTS
BETWEEN THE CITY OF DUNEDIN
AND THE
PINELLAS PLANNING COUNCIL

This Memorandum of Understanding is based upon and executed pursuant to the Interlocal Agreement for Planning Services between the City of Dunedin and the Pinellas Planning Council dated October 1, 2007.

The terms and conditions of the Interlocal Agreement for Planning Services that provide for Special Planning Projects shall govern this Memorandum of Understanding, subject to the specifics set forth herein.

SPECIAL PLANNING PROJECT NO. 2008-1. – CITY OF DUNEDIN CORRIDOR STUDIES

- A. Purpose – The purpose of this project is to assist the City in preparing a Corridor Study for Douglas and Patricia Avenues in the City of Dunedin.
- B. Project Area – The study area shall be as set for in the Scope of Services contained within the accompanying Agreement for Consulting Services between the Pinellas Planning Council and WilsonMiller.
- C. Scope of Services – The work to be performed shall be as set forth in the Scope of Services contained within the accompanying Agreement for Consulting Services between the Pinellas Planning Council and WilsonMiller.
- D. Work Product – The work product will be as set forth in the Scope of Services contained within the accompanying Agreement for Consulting Services between the Pinellas Planning Council and WilsonMiller.
- E. Meetings – Planning Council staff will attend the meetings as set forth in the Scope of Services contained within the accompanying Agreement for Consulting Services between the Pinellas Planning Council and WilsonMiller, and will be available to meet with city representatives as necessary to carry out the Scope of Services.
- F. Schedule – Planning Council staff will coordinate with the City and WilsonMiller to carry out the project in a timely manner as set forth in the Scope of Services contained within the accompanying Agreement for Consulting Services between the Pinellas Planning Council and WilsonMiller.

- G. Fee – The total fee for this study will consist of a fixed fee amount of \$133,500 plus reimbursable expenses not to exceed \$2,500, for a total fee not to exceed \$136,000, as set forth in the accompanying Agreement for Consulting Services between the Pinellas Planning Council and WilsonMiller to be paid by the City to the Planning Council. The City will be billed on a monthly basis by the Council in an amount not to exceed the amount authorized and paid to the Consultant by the Planning Council.

- H. City Participation and Cooperation – The City agrees to assist in the preparation of the study, including making available the requisite personnel and information necessary to the timely and accurate compilation of data, timely review and comment on draft materials, and assistance in scheduling and conducting any required meetings.

- I. Ownership of Documents – Upon satisfactory completion of the Scope of Services, the materials and documents prepared thereunder shall be the sole property of the City of Dunedin.

- J. Satisfactory Performance – Shall be as set forth in Section 9 of the Agreement for Consulting Services attached hereto and shall be determined jointly by the designated responsible parties for the City of Dunedin and the Pinellas Planning Council.

- K. Discontinuance – This Memorandum of Understanding may be discontinued by mutual agreement of the parties at any time during the course of the project that the City or the Planning Council determines it is not desirable or productive to continue, subject to the terms and conditions of the Planning Council contract with WilsonMiller and payment for services rendered and approved to date.

This Memorandum of Understanding for Special Planning Project - Dunedin No. 2008-1 is approved this _____ day of _____ 2008.

Attest:

Approved for the City of Dunedin

Date:

By:

Approved for the Pinellas Planning Council

By: Chairman

Date: _____

By: Secretary

Date: _____

ATTEST:

By: Executive Director

Date: _____

APPROVED AS TO FORM:

By: County Attorney

Date: _____

June 9, 2008

David P. Healey, AICP
Executive Director
Pinellas Planning Council
600 Cleveland Street, Suite 850
Clearwater, Florida 33755

Robert DiSpirito
City Manager
City of Dunedin
P.O. Box 1348
Dunedin, FL 34697

Re: Professional Services Proposal (Revised June 9, 2008)
City of Dunedin Corridor Studies
Pinellas County, Florida
WMP#: A2008-013

Dear Mr. Healey and Mr. DiSpirito:

WilsonMiller is pleased to submit the enclosed revised proposal to provide professional services for the City of Dunedin Corridor Studies projects. The initial PDF electronic distribution is being followed by delivery of 2 sets of original documents to each party.

It is our understanding that the contract administration services will be managed by the Pinellas Planning Council staff and therefore the contract authorization is directed to Mr. Healey's attention. If this proposal is acceptable to you, please sign and date the form where required, retaining one (1) copy for your files and return one (1) copy to our office.

We appreciate the opportunity of being service to you both and look forward to working with each of your organizations in this project. Please feel free to call Neale Stralow at 813.223.9500 with any questions or comments.

Sincerely,

WilsonMiller, Inc.

Michael M. English, AICP
Vice President, Principal

cc: Neale A. Stralow, ASLA, AICP, Regional Manager
Scott Swearngen, AICP, Senior Project Planner
Bruce Lyon, President, Swan Development

Enclosures: As noted

**AN AGREEMENT FOR CONSULTING SERVICES FOR THE
PINELLAS COUNTY PLANNING COUNCIL
IN COLLABORATION WITH**

THE CITY OF DUNEDIN,

THE PINELLAS COUNTY PLANNING COUNCIL,

AND

WILSONMILLER, INC.

**TO PROVIDE CONSULTANT ASSISTANCE FOR THE
CITY OF DUNEDIN CORRIDOR STUDIES**

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AN AGREEMENT FOR CONSULTING SERVICES FOR THE PINELLAS COUNTY PLANNING COUNCIL IN COLLABORATION WITH THE CITY OF DUNEDIN.

THIS AGREEMENT, entered into on the _____ day of _____, 2008, between the PINELLAS COUNTY PLANNING COUNCIL, hereinafter referred to as CLIENT and WILSONMILLER, hereinafter referred to as the CONSULTANT.

**SECTION 1
Intent of Agreement**

It is the intent of this Agreement that the CONSULTANT assist the Pinellas Planning Council, in collaboration with the City of Dunedin, to evaluate portions of the Patricia Avenue and Douglas Avenue corridors to identify the current mix of uses and identify a redevelopment strategy for the mixed-use corridors that is sufficiently flexible to accommodate a range of service, retail, and residential uses consistent with the character of the adjoining areas and the design and function of the street.

It is further the intent of this Agreement to spell out the complete and contractual terms by which the CONSULTANT will undertake this consulting assignment on behalf of the CLIENT.

**SECTION 2
Scope of Services**

The detailed services to be performed by the CONSULTANT are as set forth in Exhibit A.

**SECTION 3
Compensation to Consultant**

For the services as defined in Section 2, the CLIENT agrees to pay the CONSULTANT a lump sum fee, not to exceed without written authorization, of \$136,000.

Fees should be billed monthly in proportion to the percentage of work completed and approved by the CLIENT.

**SECTION 4
Performance Schedule**

This project will be conducted over a seven (7) month period from June 2008 through January 2009 according to the following timetable:

| <u>Tasks</u> | <u>Phasing</u> |
|--------------------------------------|------------------|
| 1.0 Patricia Avenue Corridor Plan | |
| 1.1 Existing Features | June-July |
| 1.2 Conceptual Corridor Plan | August-September |
| 1.3 Plan Refinement and Finalization | October-December |
| 1.4 Plan Implementation | January 2009 |
| 2.0 Douglas Avenue Corridor Plan | |
| 1.1 Existing Features | June-July |
| 1.2 Conceptual Corridor Plan | August-September |
| 1.3 Plan Refinement and Finalization | October-December |
| 1.4 Plan Implementation | January 2009 |
| 3.0 Market Analysis | July-November |

**SECTION 5
Term of Agreement**

Initial Term. The term of this Agreement shall commence upon the execution of the Agreement and continue through January 30, 2009.

Renewal Term. Upon the satisfactory performance of the services provided for herein for the initial term of this Agreement, the Agreement may be renewed, extended, or revised with the concurrence of the CONSULTANT and CLIENT through written amendment of the Agreement for such additional term as is mutually agreed to.

**SECTION 6
Firms and Individuals Providing Subcontractual Services**

The CLIENT reserves the right to review the qualifications of any and all subcontractors, and to reject any subcontractor deemed not qualified to perform, in a proper and timely manner, the services for which it shall have been engaged.

SECTION 7
Consultant Project Management

The CONSULTANT shall commit Mr. Michael English to serve as principal in charge and Mr. Neale Stralow as contract manager for the duration of the project. Should unforeseen events require replacement of these individuals, the CONSULTANT shall provide immediate notice to the CLIENT who shall have review and approval authority of proposed replacements, provided that the CLIENT does not unreasonably withhold approval should a qualified replacement be proposed.

All performance schedule commitments shall be stayed, pending CLIENT review and selection of a qualified replacement.

SECTION 8
Satisfactory Performance

All services to be provided by the CONSULTANT under the provisions of this Agreement, including services to be provided by subcontractors, shall be performed to the satisfaction of the CLIENT.

The CONSULTANT shall pay the CLIENT for all losses, damages, expenses, costs, and attorneys' fees, including appellate proceedings, that the CLIENT sustains by reason of any default, any negligent act or omission, including patent infringements on the part of the CONSULTANT in connection with the performance of this Agreement. Nothing in this paragraph shall be construed to be a reciprocal right to attorney fees due to budgetary limitations imposed on local government entities under Chapter 129, Florida Statutes.

SECTION 9
Restrictions on Consultant Use of Nonpublic Information

The CONSULTANT shall not, for a period of three (3) years from "Notice to Proceed," enter into any contractual agreement which would cause the CONSULTANT to use nonpublic information developed during the project for the specific purpose of undermining or opposing the Countywide Plan or Rules or the comprehensive plans of any local government.

SECTION 10
Resolution of Disagreements

The CLIENT shall resolve all questions and disputes, of any nature whatsoever, that may arise in the fulfillment of the services provided for under this Agreement.

The decision of the CLIENT as herein specified, upon all claims, questions, disputes, and conflicts shall be final and conclusive and shall be binding upon all parties to this Agreement.

SECTION 11

Consultant's Accounting Records

Records of expenses pertaining to all services performed shall be kept in accordance with generally recognized accounting principles and procedures, all records and documents generated or received by either party in relation to the fulfillment of this Agreement are subject to the Public Records Act, Chapter 119, Florida Statutes.

The CONSULTANT's records shall be open to inspection and subject to examination, audit, and/or reproduction during normal working hours by the CLIENT's agent or authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments, or claims submitted by the CONSULTANT or any of her payees pursuant to the execution of this Agreement. These records shall include, but not be limited to, accounting records, written procedures, subcontractor files, original estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other evidence necessary to substantiate charges related to this Agreement. They shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement.

For the purpose of such audits, inspections, examinations, and evaluations, the CLIENT's agent or authorized representative shall have access to said records from the effective date of the Agreement, for the duration of work, and until three (3) years after the date of final payment by the CLIENT to the CONSULTANT pursuant to this Agreement.

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

The CONSULTANT shall require all subcontractors, insurance agent, and material suppliers (payees) to comply with the provisions of this article by insertion of requirements of this article in written contract agreements between the contractor and such payees. Failure to include such provisions shall be reason to exclude some or all of the related payee's costs from the amount payable to the CONSULTANT pursuant to this contract.

SECTION 12

Ownership of Project Documents

All data, plans, specifications and any other documents prepared or obtained by the CONSULTANT under the provision of this Agreement shall be the sole property of the CLIENT and, together with all data and reference material furnished by the CLIENT in connection with this Agreement, shall be delivered to the CLIENT upon completion of the services to be performed by the CONSULTANT in Section 2 above or prior to termination of this Agreement as provided for herein.

SECTION 13
Insurance Coverage and Indemnification

The CONSULTANT shall procure, pay for, and maintain at least the following insurance coverages and limits. Said insurance shall be evidenced by delivery to the CLIENT of: (1) certificates of insurance executed by the insurers listing coverages and limits, expiration dates, and terms of policies and all endorsements whether or not required by the CLIENT, and listing all carriers issuing said policies (See Exhibit "A"); and (2) upon request, a certified copy of each policy, including all endorsements. The insurance requirements shall remain in effect throughout the term of this Agreement.

Workers' Compensation Limits as required by law; Employers' Liability Insurance of not less than \$100,000 for each accident.

Comprehensive General Liability insurance including, but not limited to, Independent contractor, Contractual, Premises-Operations and Personal Injury covering the liability assumed under indemnification provisions of this Agreement, with limits of liability for personal injury, including death of not less than \$500,000 each occurrence and property damage of not less than \$100,000, each occurrence, will be acceptable unless otherwise stated. Coverage shall be on an "occurrence" basis and the policy shall include Broad Form Property Damage and Fire Legal Liability coverage of not less than \$50,000 per occurrence, unless otherwise stated by exception herein.

Professional Liability Insurance (including Errors and Omissions) with minimum limits of \$1,000,000 per occurrence, if occurrence form is available; or claims made from with "tail coverage" extended (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage" CONSULTANT may submit annually to the CLIENT a current Certificate of Insurance proving claims made insurance remains in force throughout the same three (3) year period.

Comprehensive Automobile and Truck liability covering owned, hired and non-owned vehicles with minimum limits of \$500,000 each occurrence for bodily injury including death, and property damage of not less than \$100,000, each occurrence. (Combined Single Limits of not less than \$500,000, each occurrence will be acceptable unless otherwise stated.) Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards.

Each insurance policy shall include the following conditions by endorsement to the policy:

Except for Workers' Compensation as required by law and Comprehensive Automobile and Truck Liability Insurance, each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal or any material change in coverages or limits, a notice thereof shall be given to the CLIENT by certified mail to:

Pinellas Planning Council
ATTN: Executive Director
600 Cleveland Street, Suite 850
Clearwater, FL 33755

CONSULTANT shall also notify CLIENT, in writing within twenty four (24) hours after receipt of any notice of cancellation, non-renewal, or material changes in coverage received by said

CONSULTANT from its insurer; and nothing contained shall absolve CONSULTANT of this requirement to provide notice.

Companies issuing the insurance policy, or policies, shall have no recourse against CLIENT for payment of premiums or assessments for any deductible which all are at the sole responsibility and risk of the CONSULTANT.

The term CLIENT in this Section 13 shall include the Pinellas Planning Council, all its members, its officers, and employees while acting on behalf of the Pinellas Planning Council.

The Pinellas Planning Council shall be endorsed to the required policy or policies as an additional insured, exclusive of professional liability insurance.

The policy clause "Other insurance" shall not apply to any insurance coverage currently held by the Pinellas Planning Council or Pinellas County to any such future coverage, or to Pinellas County's self-insured retentions of whatever nature.

CONSULTANT hereby waives subrogation rights for loss or damages against the CLIENT.

The CONSULTANT does hereby agree to indemnify, defend and save harmless, the CLIENT and all the members of its board, its officers and employees against all losses and all claims, demands, payments, suits, actions, recoveries, expenses, attorney's fees, and judgments of every nature and description, including claims for property damage and claims for injury to or death of persons, brought or recovered against it by reason of any act of negligence or omission of the CONSULTANT, its agents or employees, except only such injury or damage as shall have been occasioned by the sole negligence of the CLIENT.

SECTION 14 Equal Employment Opportunity Clause

In carrying out the contract, the CONSULTANT shall not discriminate against employees or applicants for employment because of race, color, religion, sex, or national origin. The CONSULTANT shall take affirmative action to insure the applicants for employment and those employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of the nondiscrimination clause. The CONSULTANT shall state that all qualified candidates will receive consideration for employment without regard to race, color, religion, sex, or national origin.

SECTION 15 Successors and Assigns

The CONSULTANT shall not assign, sublet, or transfer this Agreement without the written consent of the CLIENT.

SECTION 16
Termination of Agreement

This Agreement may be terminated by either party upon thirty days written notice to the other party should either party fail substantially to perform in accordance with the terms of this Agreement through no fault of the other party. In the event sufficient budgeted funds are not available for a new fiscal period, the CLIENT shall notify CONSULTANT of such occurrence and the Agreement shall terminate on the last day of the current fiscal period without penalty or expense to CLIENT.

In the event that this Agreement is terminated under these provisions, the total and complete compensation due the CONSULTANT shall be as established by the CLIENT based on its determination of the percentage of work completed to date of termination including any contingency amounts retained by the CLIENT.

SECTION 17
Prohibition Against Contingent Fee

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

SECTION 18
Truth in Negotiations

By execution of this Agreement, the CONSULTANT certifies to truth-in-negotiations and that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting. Further, the Original contract amount and any additions thereto shall be adjusted to exclude any significant sums where the CLIENT determines the Contract price was increased due to inaccurate or non-current wage rates and other factual unit costs. Such adjustments shall be made within one (1) year following the end of the contract.

SECTION 19
Independent Contractor Status and Compliance with the *Immigration Reform and Control Act of 1986*

CONSULTANT acknowledges that it is functioning as an independent contractor in performing under the terms of this Agreement, and it is not acting as an employee of the Pinellas County Planning Council. CONSULTANT acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1886 located at 8 U.S.C. Section 1324, et seq., and regulations relating thereto. Failure to comply with the above provisions of this contract shall be considered a material breach and shall be grounds for immediate termination of the contract.

SECTION 20
Statement Relative to "Public Entity Crimes"

Attached hereto as Exhibit "B" is the CONSULTANTS SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON "PUBLIC ENTITY CRIMES" properly executed, in the form set forth as attached to this contract.

SECTION 21
Extent of Agreement

This Agreement represents, together with all exhibits, the entire written agreement between the CLIENT and the CONSULTANT, and may be amended only by written instrument signed by both the CLIENT and the CONSULTANT.

SECTION 22
Official Notice

All notices required by law and by this Agreement to be given by other shall be in writing and shall be sent to the following respective addresses:

1. CLIENT: **Pinellas County Planning Council**
David P. Healey, Executive Director
600 Cleveland Street, Suite 850
Clearwater, FL 33755

2. CONSULTANT: **WilsonMiller, Inc.**
Michael English, Principal in Charge
2205 North 20th Street
Tampa, FL 33605

**SECTION 23
Governing Law and Agreement Execution**

This Agreement shall be governed by the laws of the State of Florida. If either party hereto files suit to enforce any term or condition under this agreement, then venue shall be in Pinellas County.

This Agreement executed the day and year indicated on page 1.

WILSONMILLER, Inc.

PINELLAS COUNTY PLANNING
COUNCIL

By: _____
Vice President, Principal
Date: _____

By: _____
Chairman
Date: _____

By: _____
Secretary
Date: _____

ATTEST:
By: _____
Date: _____

ATTEST:
By: _____
Executive Director
Date: _____

APPROVED AS TO FORM:
By: _____
County Attorney
Date: _____

EXHIBIT "A"
DETAILED SCOPE OF SERVICES

PROFESSIONAL SERVICES PROPOSAL

TO: David P. Healey, AICP
Executive Director
Pinellas Planning Council
600 Cleveland Street, Suite 850
Clearwater, Florida 33755

Robert DiSpirito
City Manager
City of Dunedin
P.O. Box 1348
Dunedin, Florida 34697

FROM: Michael M. English, AICP
Vice President, Principal

Neale A. Stralow, ASLA, AICP
Regional Manager, Senior Associate

DATE: April 25, 2008 (Revised June 9, 2008)

SUBJECT: Professional Services Proposal (Revised June 9, 2008)
City of Dunedin Corridor Studies
Pinellas County, Florida
WMP#: A2008-013 Revised

OVERVIEW

1. Through an existing Interlocal Agreement, the Pinellas Planning Council (PPC - Client) requests WilsonMiller, Inc. (WilsonMiller - Consultant), to provide a scope of services and fee proposal to complete corridor planning studies for following locations within the City of Dunedin (City):
 - a. Patricia Avenue Corridor – Union Street to Main Street (7,750 ± linear feet);
 - b. Douglas Avenue Corridor – Union Street to Scotland Street (4,756 ± linear feet); and Scotland Street to State Road 580 (1,962 ± linear feet);

In addition, preliminary information was provided for two additional corridors that are not part of this scope of services, but may be included in future fiscal year 2009 (October 2008) budgeting. It is anticipated that separate fee proposals will be solicited by the Client for the following corridors within the City:

 - c. Causeway Boulevard Corridor – Ward Island terminus to Alternate US 19 (4,417 ± linear feet);
 - d. Main Street Corridor – St Joseph's Sound to Broadway Street (590 ± linear feet).
2. Each of the corridors has unique conditions that effects land use and transportation. The proposed studies include varying levels of zoning/land use studies, pedestrian mobility,

streetscaping, market analysis, and architectural imaging. Each corridor scope of services varies and is described more fully in the task description.

3. The PPC will provide management services for the City for the proposed work, as well as providing in-kind services (estimated to be between 5 and 10 percent of the project cost). Specifically, the PPC and/or City will provide the Consultant:
 - a. Digital (PDF) adopted City Comprehensive Plan and map series;
 - b. Digital (through Municode.com) land development regulations;
 - c. Digital (PDF) architectural design guidelines;
 - d. Digital (AutoCAD), citywide zoning atlas coverage;
 - e. Digital (AutoCAD), citywide potable water and sanitary sewer location coverage;
 - f. Other digital background and research material and assistance to the Consultant where available and applicable.

SCOPE OF SERVICES

1.0 Patricia Avenue Corridor Study

The purpose of the study is to evaluate the current mix of uses and identify a redevelopment strategy for this mixed-use corridor that is sufficiently flexible to accommodate a range of service, retail, and residential uses consistent with the character of the adjoining areas and the design and function of the street. In particular, the study will develop a conceptual land use and streetscape plan for the corridor and will consider one or more new plan categories that will accommodate this strategy, as well as have potential applicability to other areas targeted for redevelopment.

The study area includes all abutting properties located along the corridor between Union Street (southern terminus) and Main Street (northern terminus). In addition, other contiguous lands including the former Nielson Media Research and Bright House networks properties are included within the limits (see attached Map Exhibit A). The estimated length of the corridor is 7,750 ± linear feet.

1.1 Existing Features

- a. Corridor Study Area – identify and finalize the limits of the study area with Client.
- b. Existing Land Use – collect and describe conditions, identify potential affects upon redevelopment activity.
- c. Current Plan Categories – collect and describe conditions, identify potential affects upon redevelopment activity.
- d. Current Zoning Districts – collect and describe conditions, identify potential affects upon redevelopment activity.
- e. Street and Sidewalk Configurations – collect and describe conditions, identify potential affects upon redevelopment activity.
- f. Utilities and Transportation Capabilities – collect and describe conditions, identify potential affects upon redevelopment activity.

The Consultant will attend a kick off meeting with City staff to review the project scope, key contacts, deliverables and timeframes of the project.

- Deliverable(s):
- One (1) Kick Off Meeting with Client. To be conducted concurrent with Douglas Avenue corridor tasks.
 - Existing Features map that identifies key issues and opportunities.

1.2 Conceptual Corridor Plan

- a. Land Use Relationships – identify and describe a land use plan that permits quality community redevelopment.
- b. New/Revised Plan Categories – identify and describe plan categories that permits quality community redevelopment.
- c. Zoning District Designations and Standards – identify and describe district designations that permit quality community redevelopment.
- d. Market Analysis – See Task 3.0
- e. Streetscape Design Features – identify and describe streetscape design elements that permits quality community redevelopment.
- f. Other Plan Features (e.g., access, parking, building facades) – identify and describe other plan elements that may assist quality community redevelopment.

After preparing a draft set of conceptual materials, the Consultant will meet with City staff to review and discuss staff comments prior to the public involvement events.

- Deliverable(s):
- One (1) Meeting with Client
 - Five (5) Copies of Draft Plan
 - One (1) PDF digital version for Client reproduction

1.3 Plan Refinement and Finalization

- a. Public Input Workshop – the Consultant will conduct one public input workshop for the purposes of reviewing the existing condition analysis and the draft conceptual design. It is anticipated that the workshop will be 2 to 4 hours in length, interactive and facilitated by the Consultant. City coordination responsibilities will include securing location, all arrangements, and any legal notice. Results of the workshop will be summarized and reviewed with the Client. Consensus items will be included within plan revisions.
- b. LPA/City Commission Review – the Consultant will participate in one LPA and one City Commission review presentation. Consensus comments will be included within plan revisions.
- c. Plan Refinement/Finalization – the Consultant will incorporate all consensus comments into a revised final corridor plan.
- d. Plan Implementation Actions – the Consultant will identify redevelopment strategies and action items for plan implementation.
- e. Plan Approval – the Consultant will participate in one City Council approval presentation.

- Deliverable(s):
- One (1) Public Workshop
 - One (1) Local Planning Agency Presentation¹
 - Two (2) City Council Presentations¹
 - Five (5) Copies of Revised Draft Plan
 - One (1) PDF digital version for Client reproduction

¹ Note: Anticipated to occur concurrently with Task 2.0.

1.4 Plan Implementation

The implementation of the final corridor plan is anticipated to be completed by the City. No Consultant services or assistance is included in this scope of services fee proposal. Any assistance requested by the City will be considered additional services and billed as a time and material cost.

2.0 Douglas Avenue Corridor Study

The purpose of the study is to evaluate the current mix of uses and identify a redevelopment strategy for this mixed-use corridor that is sufficiently flexible to accommodate a range of service, retail, and residential uses consistent with the character of the adjoining areas and the design and function of the street. In particular, the study will develop a conceptual land use plan for the corridor and will consider one or more new plan categories that will accommodate this strategy, as well as have potential applicability to other areas targeted for redevelopment.

The study area includes all abutting properties located along the corridor in two sub areas. The first sub-area is located between Union Street (southern terminus) and Scotland Street (northern terminus); and the second sub-area is between Main Street (southern terminus) and State Road 580 (northern terminus). For purposes of this proposal the entire length between Union Street and State Road 580 is included in the study limits. In addition, other contiguous lands including properties between the Pinellas Trail and the corridor are included within the limits (see attached Map Exhibit B). The estimated length of the corridor is 6,756 ± linear feet.

2.1 Existing Features

- a. Corridor Study Area – identify and finalize the limits of the study area with the Client.
- b. Existing Land Use – collect and describe conditions, identify potential affects upon redevelopment activity.
- c. Current Plan Categories – collect and describe conditions, identify potential affects upon redevelopment activity.
- d. Current Zoning Districts – collect and describe conditions, identify potential affects upon redevelopment activity.

The Consultant will attend a kick off meeting with City staff to review the project scope, key contacts, deliverables and timeframes of the project.

- Deliverable(s):
- One (1) Kick Off Meeting with Client. To be conducted concurrent with Patricia Avenue corridor tasks.

- Existing Features map that identifies key issues and opportunities.

2.2 Conceptual Corridor Plan

- a. Land Use Relationships – identify and describe a land use plan that permits quality community redevelopment.
- b. New/Revised Plan Categories – identify and describe plan categories that permits quality community redevelopment.
- c. Zoning District Designations and Standards – identify and describe district designations that permit quality community redevelopment.
- d. Market Analysis – See Task 3.0
- e. Other Plan Features (e.g., access, parking, building facades) – identify and describe other plan elements that may assist quality community redevelopment.

After preparing a draft set of conceptual materials, the Consultant will meet with City staff to review and discuss staff comments prior to the public involvement events.

- Deliverable(s):
- One (1) Meeting with Client
 - Five (5) Copies of Draft Plan
 - One (1) PDF digital version for Client reproduction

2.3 Plan Refinement and Finalization

- a. Public Input Workshop – the Consultant will conduct one public input workshop for the purposes of reviewing the existing condition analysis and the draft conceptual design. The workshop will be interactive and facilitated by the Consultant. City coordination responsibilities will include securing location, all arrangements, and any legal notice. Results of the workshop will be summarized and reviewed with the Client. Consensus items will be included within plan revisions.
- b. LPA/City Commission Review – the Consultant will participate in one LPA and one City Commission review presentation. Consensus comments will be included within plan revisions.
- c. Plan Refinement/Finalization – the Consultant will incorporate all consensus comments into a revised final corridor plan.
- d. Plan Implementation Actions – the Consultant will identify redevelopment strategies and action items for plan implementation.
- e. Plan Approval – the Consultant will participate in one City Council approval presentation.

- Deliverable(s):
- One (1) Public Workshop
 - One (1) Local Planning Agency Presentation¹
 - Two (2) City Council Presentations¹
 - Five (5) Copies of Revised Draft Plan
 - One (1) PDF digital version for Client reproduction

¹ Note: Anticipated to occur concurrently with Task 1.0.

2.4 Plan Implementation

The implementation of the final corridor plan is anticipated to be completed by the City. No Consultant services or assistance is included in this scope of services fee proposal. Any assistance requested by the City will be considered additional services and billed as a time and material cost.

3.0 Market Analysis

Within this task, Swan Development/Market Knowledge will utilize their urban market and real estate analysis techniques to identify redevelopment opportunities for the area. To provide a detailed plan and specific tools to the City of Dunedin to help stimulate redevelopment activity, we must first utilize our iterative approach to examine market and real estate conditions within the target areas and with respect for the current regulatory environment. This will identify inherent weaknesses, and recommend interventions, where these three functions fail to fully complement each other and thus inhibit investment and redevelopment activity.

Urban market analysis will examine the area demographics, spending power and shopping choices/habits/preferences of the local community that influence the business mix and potential redevelopment of the Patricia Avenue and Douglas Avenue corridors. The market analysis will also evaluate the current mix of businesses in the corridors and identify which businesses could be strengthened and new types of businesses that could succeed in the community.

Real estate analysis will examine each parcel on and abutting property along the Patricia Avenue and Douglas Avenue corridors, individually and collectively, to understand the physical condition, ownership structure, value, investment potential and more. The analysis will also examine the unique characteristics of the former Nielson Media Research and Bright House networks office properties and the Keller Sales and Engineering Inc industrial property and identify potential redevelopment scenarios for these larger properties.

Results of this analysis will include recommendations for future redevelopment activities. It will include redevelopment strategies that are sufficiently flexible to accommodate a range of service, retail, and residential uses consistent with the character of the adjoining areas and the design and function of the street. These recommendations based on the opportunities identified by the real estate and market analysis and citizen input will ensure that they will 'fit' within the Dunedin community. The redevelopment program will be designed for incremental implementation and to achieve long-term and lasting change. Recommendations may include site and corridor enhancement and/or redevelopment programs, business recruitment opportunities, regulatory and public realm improvements to encourage a particular behavior from the private market, and land aggregation or subdivision.

This market-driven planning analysis is aimed to assist the City's ongoing discussions of public initiatives and private development possibilities with the community and developers. The team has successfully used this integrated private market, real estate and regulatory environment approach in similar redevelopment projects. Our belief is that it recognizes the strengths of each

sector on the anticipated growth management and regulatory changes that ultimately will be implemented by market forces.

REIMBURSABLE EXPENSES

Project related expenses such as travel, lodging, subsistence, long distance communication, postage, shipping, report, drawing and/or specification reproduction are all reimbursable expenses. Out-of-pocket reimbursable expenses will be billed at cost plus fifteen (15%) percent. See the "Standard Terms and Conditions" attached hereto for additional information.

FEES

The Fees for Scope of Services shall be as follows:

| Task | Description | Fee Type | Fee Amount |
|------------|--|--------------|------------------|
| | Dunedin Corridor Studies | Fixed | \$105,000 |
| 1.0 | Patricia Avenue Corridor Study – WilsonMiller | | |
| 1.1 | Existing Features | | |
| 1.2 | Conceptual Corridor Plan | | |
| 1.3 | Plan Refinement and Finalization | | |
| 1.4 | Plan Implementation | | |
| 2.0 | Douglas Avenue Corridor Study – WilsonMiller | | |
| 2.1 | Existing Features | | |
| 2.2 | Conceptual Corridor Plan | | |
| 2.3 | Plan Refinement and Finalization | | |
| 2.4 | Plan Implementation | | |
| 3.0 | Market & Real Estate Analysis – Subconsultant | Fixed | \$28,500 |
| | Swan Development/Market Knowledge | | |
| | Sub-total | | |
| | Reimbursable Expenses – WilsonMiller | T/M | \$2,500 |
| | GRAND TOTAL | | \$136,000 |

Notes

Fixed
T/M

These services will be performed on a Fixed fee basis.
These services will be performed on a Time and Materials basis; amounts shown are "Not-to-Exceed". The noted amount will not be exceeded without approval from the Client. (All T/M costs are estimated fees).

EXHIBIT "B"
CONSULTANTS CERTIFICATE OF INSURANCE

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID MR
WILSO-1

DATE (MM/DD/YYYY)
06/05/08

| PRODUCER Insurance and Risk Management Services, Inc. 8950 Fontana Del Sol Way #200 Naples FL 34109-4374 Phone: 239-649-1444 Fax: 239-649-7933 | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. | | | | | | | | | | | | |
|---|---|-----------------------------|--------|---|--|-------------------------------------|-------|--|-------|------------|--|------------|--|
| INSURED WilsonMiller, Inc. 3200 Bailey Lane, Suite 200 Naples FL 34105 | <table border="1" style="width: 100%;"> <tr> <th style="width: 80%;">INSURERS AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Zurich American Insurance Co</td> <td></td> </tr> <tr> <td>INSURER B: Zenith Insurance Company</td> <td>13269</td> </tr> <tr> <td>INSURER C: Indemnity Ins Co of N America</td> <td>23620</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table> | INSURERS AFFORDING COVERAGE | NAIC # | INSURER A: Zurich American Insurance Co | | INSURER B: Zenith Insurance Company | 13269 | INSURER C: Indemnity Ins Co of N America | 23620 | INSURER D: | | INSURER E: | |
| INSURERS AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | |
| INSURER A: Zurich American Insurance Co | | | | | | | | | | | | | |
| INSURER B: Zenith Insurance Company | 13269 | | | | | | | | | | | | |
| INSURER C: Indemnity Ins Co of N America | 23620 | | | | | | | | | | | | |
| INSURER D: | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | |

COVERAGES

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

| INSR LTR | ADDL INSR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|----------|-----------|--|--------------------------------------|----------------------------------|-----------------------------------|--|
| A | X | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Per Location Aggr <input checked="" type="checkbox"/> Contractural Liab GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC | CPO278023706 XCU | 10/01/07 | 10/01/08 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 Emp Ben. 1,000,000 |
| A | X | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | CPO278023706 | 10/01/07 | 10/01/08 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$ |
| A | X | EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0 | UMB937900505 | 10/01/07 | 10/01/08 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 |
| B | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER | Z069361101* NO EXCLUDED OFFICERS | 10/01/07 | 10/01/08 | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500000 E.L. DISEASE - EA EMPLOYEE \$ 500000 E.L. DISEASE - POLICY LIMIT \$ 500000 |
| C | | Marine Liability Protection & Indem | N01246781 \$2,500 WIND DEDUCTIBLE | 07/02/07 | 07/02/08 | AOP 1000 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS


Pinellas Planning Council is added as Additional Insured as respects General Liability and Auto Liability and coverage is Primary and Non-Contributory; Waiver of Subrogation issued in favor of Pinellas Planning Council as respects Workers Compensation and Automobile coverages; *10 days notice non payment.

CERTIFICATE HOLDER

PINEPL2

 Pinellas Planning Council
 Executive Director
 600 Cleveland St., Ste. 850
 Clearwater FL 33755

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE


IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the *policy(ies)* must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID KR
WILSO-6

DATE (MM/DD/YYYY)
06/05/08

| | | |
|--|---|---------------|
| PRODUCER Lykes Insurance, Inc. - WP P. O. Box 2703 Winter Park FL 32790 Phone: 407-644-5722 Fax: 407-628-1363 | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. | |
| | INSURERS AFFORDING COVERAGE | NAIC # |
| INSURED WilsonMiller, Inc. 3200 Bailey Lane, Suite 200 Naples FL 34105-8522 | INSURER A: Bearley Insurance Company, Inc | |
| | INSURER B: | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |

COVERAGES

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

| INSR ADD'L LTR INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|----------------------|---|---------------|----------------------------------|-----------------------------------|---|------------|
| | GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | EACH OCCURRENCE | \$ |
| | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ |
| | | | | | MED EXP (Any one person) | \$ |
| | | | | | PERSONAL & ADV INJURY | \$ |
| | | | | | GENERAL AGGREGATE | \$ |
| | | | | | PRODUCTS - COM/PROP AGG | \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Ea accident) | \$ |
| | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | AUTO ONLY - EA ACCIDENT | \$ |
| | | | | | OTHER THAN AUTO ONLY: EA ACC | \$ |
| | | | | | AGG | \$ |
| | EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$ | | | | EACH OCCURRENCE | \$ |
| | | | | | AGGREGATE | \$ |
| | | | | | | \$ |
| | | | | | | \$ |
| | | | | | | \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below | | | | WC STATUTORY LIMITS | OTH-ER |
| | | | | | E.L. EACH ACCIDENT | \$ |
| | | | | | E.L. DISEASE - EA EMPLOYEE | \$ |
| | | | | | E.L. DISEASE - POLICY LIMIT | \$ |
| A | Prof Liability Claims-Made Form | V15GZ107PNPM | 05/26/08 | 05/26/09 | Per Claim | 5,000,000 |
| | | | | | Aggregate | 10,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

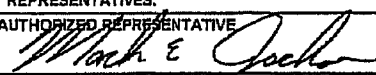
| | |
|--|---|
| CERTIFICATE HOLDER PINELL4 Pinellas Planning Council Attn: Executive Director 600 Cleveland Street, Ste. 850 Clearwater FL 33755 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE  |
|--|---|

EXHIBIT "C"
PUBLIC ENTITIES CRIMES FORM

**SWORN STATEMENT UNDER 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 OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to City Of Dunedin
[print name of public entity]

by David A. Kemper, P.E., Senior Vice President/ Managing Principal
[print individual's name and title]

for WilsonMiller, Inc.
[print name of entity submitting sworn statement]

whose business address is 2205 North 20th. Street, Tampa, Florida 33605

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-076-1871 (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 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 "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), **Florida Statutes**, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

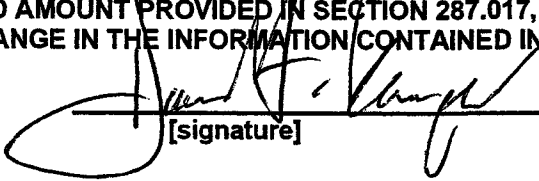
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[indicate which statement applies.]**

X Neither the entity submitting this sworn statement, nor any 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 1, 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 management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 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 1, 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]**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) 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 CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.


[signature]

Sworn to and subscribed before me this 5th day of June, 2008.

Personally known X

OR Produced identification _____ Notary Public - State of Florida

My commission expires _____
(Type of Identification)

(Printed typed or stamped Commissioned name of Notary Public)





PATRICIA A. FERRARA
MY COMMISSION # DD 485443
EXPIRES: January 19, 2010
Bonded Thru Budget Notary Services