EXHIBIT D

ASSIGNMENT AND ASSUMPTION OF PROFESSIONAL CONSULTANT SERVICES AGREEMENT RELATED TO GENERAL PLANNING FOR THE CITY OF KISSIMMEE

THIS ASSIGNMENT AND ASSUMPTION OF PROFESSIONAL SERVICES AGREEMENT (this "Assignment") is made and entered into this <u>2</u> day of <u>February</u>, 2023, by and between S&ME, INC., a North Carolina corporation ("Assignor"), and INSPIRE PLACEMAKING COLLECTIVE, INC., a Florida corporation ("Assignee").

RECITALS

WHEREAS, Assignor and [City of Kissimmee] ("Client"), are parties to that certain [Professional Consultant Services Agreement] dated [July 6, 2021], for the provision of General Planning services thereto, and all purchase orders, task orders, or other such work authorizations thereto (collectively, the "Agreement"), true and correct copies of which are attached hereto as Exhibit "A";

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase and Sale Agreement, dated as of December 30, 2022 (as supplemented, amended, restated or otherwise modified from time to time, the "Purchase Agreement"); and

WHEREAS, Assignor desires to assign, and Assignee desires to assume, all of Assignor's rights, title and interest in and to the Agreement pursuant and subject to the terms of this Assignment and the Purchase Agreement.

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the Purchase Agreement, the parties hereto, intending to be legally bound, agree as follows:

- 1. Assignor does hereby sell, convey, transfer, assign and deliver to Assignee, and Assignee does hereby accept from Assignor, all of Assignor's rights, title and interest in and to the Agreement.
- 2. Upon the terms and subject to the conditions of the Purchase Agreement, Assignee hereby assumes all rights, title, and interest of Assignor in the Agreement and agrees to be bound by and to fully perform and carry out the duties and obligations of Assignor in and relating to the Agreement from and after the date hereof.
- 3. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. If any conflict or inconsistency exists between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern and control.

- 4. Assignor acknowledges and agrees that it shall do, execute, acknowledge and deliver all such further acts, deeds, transfers, assignments, conveyances and assurances for the better assigning, granting, transferring, conveying and conferring unto Assignee, its successors, and assigns all the rights hereby granted, transferred, conveyed, assigned and delivered as Assignee or its successors or permitted assigns shall require.
- 5. This Assignment may be executed in two or more counterparts (including by electronic means (via facsimile, DocuSign or emailed .pdf file)), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 6. This Assignment shall be governed by, and construed in accordance with, the Laws (without regard to the choice of Law or conflict of Law rules and principles) of the State of Delaware applicable to agreements made and to be performed entirely within such State, including all matters of construction, validity and performance.

[Signature Page Follows]

006684.0117-3496874v4

IN WITNESS WHEREOF, the undersigned do hereby execute this Assignment effective as of the day and year first above written.

ASSIGNOR: S&ME, INC. —DocuSigned by:									
By: E75438C32A8040D									
Бу	30C32A0040D								
Name:	Matt Ryan								
Title:	President and CEO								

ASSIGNEE: INSPIRE PLACEMAKING COLLECTIVE, INC.

By:

Name: George Kramer

Title: <u>President</u>

CONSENT OF CLIENT

The undersigned, as "Client" under that certain Agreement, as more fully described above, hereby affirms and consents to the assignment and assumption of the Agreement by **S&ME**, **INC**. ("Assignor") to **INSPIRE PLACEMAKING COLLECTIVE**, **INC**. ("Assignee"), pursuant to this Assignment, and further certifies:

- 1. The Agreement as set forth on <u>Exhibit "A"</u> attached hereto and which is made a part hereof, constitutes the entire agreement between the parties to it and has not been modified or amended.
- 2. The Agreement, as of the date hereof, is in full force and effect, binding and enforceable in accordance with its terms, and there are no other agreements, whether oral or written, or understandings of any nature between Client and Assignor which modify or amend the Agreement in any respect whatsoever.
- 3. There exists no default by Assignor or Client under the terms of the Agreement, and there are no claims, actions, suits, or proceedings pending or that have been threatened by Client against Assignor.
- 4. This assignment and assumption now represents a formal modification of the Agreement per the provisions of Article 6.2

The person executing this consent to assignment is duly authorized and empowered in all respects to do so on behalf of the undersigned Client.

CITY OF KISSIMMEE

Бу.____/

Mike Steigerwald, City Manager

Date:

Exhibit "A": Agreement

Exhibit "A"

AGREEMENT

[Attached]

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES RELATED TO GENERAL PLANNING FOR THE CITY OF KISSIMMEE

THIS AGREEMENT made and entered into this 6 day of July 2021 by and between the CITY OF KISSIMMEE, a municipal corporation of the State of Florida, 101 Church Street, Kissimmee, Florida 34741 (hereinafter "CITY") and S&ME, Inc., 1615 Edgewater Drive, Suite # 200 Orlando, Florida 32804 (hereinafter "CONSULTANT") and each represents as follows:

WHEREAS, the CITY desires to retain the services of a competent and qualified consultant to provide professional services to support the City with on-going general planning services, market analysis services, transportation planning services, geographic Information Systems (GIS) mapping/support and redevelopment activities necessary to guide the City transportation network, and other related tasks as may be assigned by the City; and

WHEREAS, CITY has requested and received interest for the retention of services of a consultant; and

WHEREAS, the CONSULTANT is competent and qualified to furnish consulting services to the CITY and desires to provide such professional services in accordance with the terms and conditions of this AGREEMENT.

WHEREAS, CITY advertised RFQ 2021-001 Continuing Services for Professional Planning Consulting wherein firms submitted qualifications which were reviewed, evaluated, and scored by the Selection Committee; and

WHEREAS, based on the competitive selection process the CITY has determined that CONSULTANT, is qualified to provide the services and desires to award the contract to CONTRACTOR consistent with the terms, conditions and requirements of the RFQ.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter recited, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, the CITY and CONSULTANT agree as follows:

Article 1. Consultant's Services.

1.1 CITY does hereby retain CONSULTANT to furnish services and perform those tasks as further described in the Scope of Services, attached hereto and incorporated herein as Exhibit A. CONSULTANT shall also be bound by all requirements contained in the solicitation package and any addenda thereto.

- 1.2 The CONSULTANT's services shall be performed as expeditiously as is consistent with professional skill and care, and as more fully described within the Scope of Services. Upon request of the CITY, the CONSULTANT shall submit schedules for the performance of the CONSULTANT's services. The schedules may be adjusted as various projects and tasks proceed, and shall include allowances for periods of time required for the CITY's review and for approval of submissions by additional authorities having jurisdiction, as may be applicable.
- 1.3 Conduct meetings with staff, the public, the City Commission and advisory boards as necessary to share information and present findings or recommendations.
- 1.4 Provide CITY staff with a monthly status report of progress, problems, issues, and/or findings associated with an invoice for active projects or task assignments.
- 1.5 Produce written reports and provide all work products and data developed for assigned projects or tasks to CITY staff in electronic format for the CITY's use and public review, as requested.
- 1.6 Perform additional services relating to the implementation of the Comprehensive Plan, Community Redevelopment Agencies and Multimodal Transportation District as may be requested by the CITY.

Article 2. Term.

CONSULTANT shall complete assigned tasks as may be needed from time to time by the CITY within the next (3) three years. The CITY shall retain the option, at its sole discretion, to award up to two (2), one-year renewal periods to the CONSULTANT.

Article 3. City's Responsibilities.

- 3.1 The CITY shall designate an employee authorized to act on the CITY's behalf as the CONSULTANT's contact, hereinafter "City Representative." The CITY or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the CONSULTANT in order to avoid unreasonable delay in the orderly and sequential progress of the CONSULTANT's services. All information and document submittals shall be made directly to the City Representative.
- 3.2 The CITY shall provide copies of ordinances, maps, studies and any other such documents as are on file with the City and of use to the CONSULTANT in performing the Scope of Services.
- 3.3 The CITY shall provide timely reviews of CONSULTANT's draft work products,

ensuring that all appropriate CITY departments and external agencies, as appropriate, have an opportunity to review and comment on draft work products.

- 3.4 The CITY shall give prompt written notice to the CONSULTANT if the CITY becomes aware of any fault or defect in the services performed or nonconformance of the CONSULTANT's work products.
- 3.5 The CITY shall give prompt written notice to the CONSULTANT if the CITY determines to amend or add Engineering and Planning Services, which are to be completed by the CONSULTANT. If such changes increase (additional services) or decrease or eliminate any amount of work, CITY and CONSULTANT will negotiate any change in total cost or schedule. If the CITY and CONSULTANT approve any changes, the task authorization/work order will be modified to reflect the changes; and CONSULTANT shall be compensated for said services in accordance with the terms of Article 7 herein. All change orders shall be authorized in writing by CITY's and CONSULTANT's designated representatives.

Article 4. Ownership and Use Documents.

- 4.1 The documents prepared by the CONSULTANT pursuant to this Agreement are instruments of the CONSULTANT's service for use solely with respect to this Agreement and, unless otherwise provided, the CONSULTANT shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights.
- 4.2 All reports, documents and materials prepared relating to services rendered hereunder shall be the property of the CITY provided payment of applicable fees for their production has been made to the CONSULTANT in accordance with the terms of this Agreement. The CITY shall retain and use the CONSULTANT's documents for public record, information and reference and make use in connection with the CITY's compliance with any federal, state, county or city laws, codes, requirements, permits or any other mandate whatsoever.

Article 5. Termination.

- 5.1 TERMINATION FOR CAUSE: CITY may, with thirty (30) days written notice to CONSULTANT, terminate this Agreement for good cause shown before the termination date hereof. Following termination CONSULTANT may recover from the CITY payment for all work satisfactorily completed in accordance with this Agreement which may be due and owing at the time of such termination.
- 5.2 If the CITY terminates this Agreement due to a default by CONSULTANT in performance of any provision herein, the CITY shall not be responsible for payment to

CONSULTANT for any work in default or not completed in accordance with the provisions of this Agreement.

- 5.3 CONSULTANT may, with 30 days written notice to the CITY and the CITY Representative, terminate this Agreement before the termination date hereof for good cause shown. On such termination, CONSULTANT may recover from the CITY for all work satisfactorily completed in accordance with this Agreement, including reimbursable expenses, which may be due and owing at the time of the termination date.
- 5.4 Prior to termination by default, CITY shall issue a written notice to CONSULTANT notifying of any default or deficiency in service that may be cause for termination. CONSULTANT shall have ten (10) days from receipt of such notice to demonstrate a cure for the deficiency to the CITY'S satisfaction.
- 5.5 TERMINATION WITHOUT CAUSE: Either the CITY or the CONSULTANT may terminate this Agreement for convenience with sixty (60) days prior written notice. CONSULTANT may recover from the CITY for all work satisfactorily completed in accordance with this Agreement, including reimbursable expenses, which may be due and owing at the time of the termination date.

Article 6. Miscellaneous Provisions.

- 6.1 <u>Venue</u>. The CITY and CONSULTANT intend that the laws of the State of Florida shall govern this Agreement. Venue for any action arising out of this Agreement shall lie in Osceola County. The Parties agree to waive any right to trial by jury for any action arising out of this Agreement and to waive any right to recovery of attorney fees and costs, up to and including appellate costs.
- 6.2 <u>Modifications / Waiver</u>. All of the representation and obligations of the CITY and CONSULTANT are contained in this Agreement and no modification, waiver or amendment of this Agreement or any of its conditions or provisions shall be binding upon a Party unless made in writing and signed by that Party or a duly authorized agent of that Party. The waiver by any Party of a breach of any provision of this Agreement shall not operate to be construed as a waiver of any subsequent breach of that provision by the same Party, or of any other provision or condition of the Agreement.
- 6.3 <u>Entire Agreement</u>. This Agreement represents the entire and integrated Agreement between the CITY and CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both CITY and CONSULTANT.

- 6.4 <u>No Third Party Beneficiary</u>. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CITY or CONSULTANT.
- 6.5 <u>Conflict of Interest</u>. CONSULTANT warrants that it 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 it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.
- 6.6 <u>Permits and Licenses</u>. Where CONSULTANT is required to deliver materials or perform work or services, as a result of this Agreement, CONSULTANT shall assume full duty, obligation and expense of obtaining all necessary licenses, permits, inspections and insurance, as required.
- 6.7 <u>Headings</u>. The headings of articles, paragraphs and subparagraphs are for convenient reference only and shall not be deemed to limit, construe affect, modify or alter the meaning of such articles, paragraphs or subparagraphs.
- 6.8 <u>Joint Negotiations</u>. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.
- 6.9 <u>Severability</u>. If any article, paragraph, subparagraph, section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said article, paragraph, subparagraph, section, subsection, term or provision of this Agreement or the application of same to Parties or circumstances other than those to which it was held invalid or unenforceable, shall not be affected thereby and each remaining article, paragraph, subparagraph, section, subsection, term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 6.10 <u>Indemnity</u>. The CITY shall not assume any liability for the acts, omissions, or negligence of CONSULTANT, its agents, servants, or employees; nor shall CONSULTANT exclude liability for its own acts, omissions, or negligence to the CITY. CONSULTANT agrees to be responsible for all claims of any nature, including but not limited to injury, death, and

property damage, arising out of activities related to this Agreement by CONSULTANT. CONSULTANT shall be responsible for all work performed in connection with the Agreement. CONSULTANT may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities. CONSULTANT agrees to not enter into any agreements, contracts, or understandings with any vendor in any manner or way inconsistent with the terms and conditions of this Agreement.

- 6.11 Time is of the essence to this Agreement.
- 6.12 <u>Representation on Authority of Parties and Signatories</u>. Each person signing this Agreement represents and warrants that they are duly authorized and has legal capacity to execute and deliver this Agreement, and that the obligations hereunder have been duly authorized.
- 6.13 <u>Necessity of Writing for Waiver, Change, Modification or Termination</u>. No waiver, change, modification or termination of any provision of this Agreement is effective unless made in writing.
- 6.14 <u>Public Records</u>. CONSULTANT, specifically acknowledges the CITY's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement. As such, the CONSULTANT shall keep and maintain public records required by the CITY and to comply with §119.071, F.S., shall:
 - A. Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services required under this Agreement;
 - B. Provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
 - D. Meet all requirements for retaining public records and transfer, at no cost to the CITY, all public records in possession of CONSULTANT upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology system of the CITY.

If the CONSULTANT has questions regarding the application of Chapter 119, Florida Statutes, to CONSULTANT's duty to provide public records relating to this Agreement, contact the Custodian of Public Records at 407-518-2308, cityclerkemail@kissimmee.org, and 101 Church Street, Kissimmee, Florida 34741.

Article 7. Payments and Basis of Compensation

- 7.1 CITY shall pay CONSULTANT for planning services in one of two forms:
 - A. Lump Sum Method a negotiated fixed fee for specific tasks or projects. Task authorizations will be negotiated jointly between the CITY and CONSULTANT, as authorized in writing in a Letter of Authorization by the CITY, and will be reimbursed on a percentage completion basis, inclusive of labor and direct expenses, according to the amount of work performed for the invoicing period.
 - B. Closed End Hourly hourly rate schedule based upon the rates stipulated in Exhibit "B". Task authorizations will generally be of an "on-call" nature with the CONSULTANT responding to the CITY's request for services relating to the miscellaneous services that may be required from time to time. Exhibit "B" may be modified biannually throughout the effective term of this Agreement with the written consent and in the sole discretion of the CITY's Representative, the consent thereto will not be unreasonably withheld.
- 7.2 Payments on account of the CONSULTANT's services and for reimbursable expenses shall be made monthly upon presentation of the CONSULTANT's statement of services rendered or expenses incurred.
- 7.3 Payments are due and payable within fifteen (15) days from the date the CONSULTANT's invoice is approved for payment by the CITY. CONSULTANT will submit invoices monthly. CITY, upon notifying the CONSULTANT of special circumstances, may pay invoices no later than forty-five (45) days from approval of the respective invoice. Notwithstanding, in no instance shall payment be due in less than thirty (30) days.
- 7.4 Invoices for payment submitted under either payment method will be supported by a progress report in sufficient detail to indicate work accomplished during the previous period and work planned during the next period for all open task authorizations.
- 7.5 Reimbursable Expenses are in addition to compensation for professional services and include expenses incurred by the CONSULTANT and CONSULTANT's employees and

consultants as follows:

- A. Expenses of reproductions, postage and handling of materials and documents as required.
- B. If authorized in advance by the CITY, expenses related to travel, including mileage, air fare, rental car, and per diem (inclusive of meals and hotel).
- C. Direct costs associated with the CONSULTANT engaging services for specialized studies and data collection, if required to complete the Scope of Services, and only if authorized in advance by the CITY.

7.6 CONSULTANT'S ACCOUNTING RECORDS

Records of Reimbursable Expenses and expenses pertaining to services performed on the basis of a Direct Cost Expense shall be available to the CITY or the CITY's Representative at mutually convenient times.

Article 8. Notices.

8.1 All notices under this Agreement shall be in writing and shall be effective when mailed by certified mail, return receipt requested, or when delivered personally, as provided hereafter or to such other addresses as may be designated by notice:

CITY OF KISSIMMEE	CONSULTANT
Ashley Cornelison	George Kramer, AICP, LEED AP
Senior Planner	Area Manager, Placemaking
City of Kissimmee	S&ME, Inc.
Development Services Department	
101 Church Street	1615 Edgewater Drive, Suite # 200
Kissimmee, Florida 34741	Orlando, Florida 32804
Ashley.Cornelison@kissimmee.gov	gkramer@smeinc.com

Article 9 - Insurance Requirements

9.1 CONSULTANT shall procure and maintain for the duration of and in full compliance with the Agreement, insurance against claims for injuries to persons and damages to property which may arise from or in connection with the delivery and supply of products, materials and/or services to the CITY by the CONSULTANT, its agents, representatives and employees. The cost of such insurance shall be borne by the CONSULTANT or its subconsultant, if applicable. CONSULTANT shall supply evidence of all coverages required herein prior to

execution of this Agreement, such evidence of which shall be attached hereto as Exhibit "C" and made a part hereof.

- 9.2 Minimum Scope and Limits of Insurance shall be as follows:
 - A. Commercial General Liability: \$1,000,000 combined single limit per occurrence and \$2,000,000 annual aggregate for bodily injury, personal injury and property damage.
 - B. Auto Liability: \$1,000,000 combined single limit per occurrence and \$1,000,000 annual aggregate for bodily injury and property damage arising from the operations of all owned automobiles, non-owned automobiles and hired automobiles.
 - C. Workers' Compensation insurance as required by the State of Florida.
 - D. Employer's Liability: \$1,000,000 limit per occurrence, \$1,000,000 annual aggregate for disease and \$1,000,000 limit for disease of an individual employee.
 - E. Professional Liability: \$1,000,000 limit each claim and \$2,000,000 yearly aggregate of claims.
- 9.3 All insurance, except Professional Liability and Workers' Compensation, shall include the CITY as an Additional Insured and Certificate Holder. There are not to be any special limitations on the protection being provided to the CITY, its officials, employees or volunteers.
- 9.4 Verification of coverages and continuations of coverage, provision of certificates and endorsements and authorized signatures, and additional coverage, as may be applicable, shall be made in accordance with the following:
 - A. The CONSULTANT shall furnish the CITY with a certificate of insurance specifically stating the RFQ number and title and with original endorsements affecting coverage. The certificates and endorsements must be received and approved before any work commences. Certificates and endorsements shall be received by the CITY's Representative by January 15th of each year this Agreement is in effect.
 - B. If coverage on the certificates of insurance is shown to expire prior to completion of all terms of the Agreement with the CITY, the CONSULTANT shall furnish certificates of insurance evidencing renewal of such coverage to the CITY.
 - C. The CONSULTANT shall be responsible for their subconsultants and their insurance. Subconsultants are to provide Certificates of Insurance to the CITY evidencing coverage

and terms in accordance with the CONSULTANT's requirements.

- 10. The CONSULTANT agrees to hold harmless and indemnify the CITY from and against liability arising out of the CONSULTANT's negligent performance of the obligations and duties outlined in this Agreement and described in further detail in the Scope of Services. It is specifically understood and agreed that in no case shall the CONSULTANT be required to pay an amount disproportional to its culpability or any share of any amount levied to recognize more than actual economic damage.
- 11. Nothing in this Agreement is intended to serve as a waiver of the sovereign immunity of the CITY.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have through their duly authorized representatives, approved and executed this Agreement for the purposes stated herein, as of the date set below.

		CITY (OF KISSIMMEE:
Attest: City Clerk	Shansell		a Manyalz Commissioner 7/06/2021
	as to form & legality My heet		
		CONSI	ULTANT:
			tre free
		Signatu	re
		-	earge Kramer
		Printed	Nama
		rinted	
		Title: _	Area Manager
		Date: _	Area Manager 5/12/21
COUNTY The presence	or □ online notarization,	this /	, who is personally known to me or has
produced_			as identification.
			Notary Public
	Notary Public State of Flonda Elizabeth A Nax My Commission HH 001519 Expires 05/19/2024	~	ELIZABETH A. NAX (Print, Type or Stamp Name)
		~3	My Commission Expires: 5.19.2024

EXHIBIT "A" CITY OF KISSIMMEE PROFESSIONAL PLANNING CONSULTING SERVICES SCOPE OF SERVICES

The following potential work tasks may be assigned under this "continuing contract" as defined by Section 287.055(2)(g) Florida Statutes.

- I. General Planning Services may be included but not limited to:
 - a. Comprehensive Plan update / amendments;
 - b. Land Use Planning Studies;
 - c. Redevelopment / infill Plans;
 - d. Activity center / corridor planning;
 - e. Scenario planning and build out analysis;
 - f. Demographic studies;
 - g. Development of Regional Impact / Notice of Proposed Change (NOPC) / Substantial deviation;
 - h. Strategic Planning and Evaluation;
 - i. Historic Preservation planning;
 - j. Land Development Code updates; and/or
 - k. Other general planning consulting services as directed
- II. Market Analysis may include but is not limited to:
 - a. Barrier analysis to redevelopment and infill;
 - b. Areas market study and analysis;
 - c. Economic development;
 - d. Demographics / socio-economic analysis;
 - e. Economic assessment; and/or
 - f. Viability for specific development types.
- III. Transportation Planning Services may be included but not limited to:
 - a. Performing and or reviewing individual traffic analysis for private development;
 - b. Providing transportation modeling in conjunction with mobility fee development, alternative analysis and long range planning;
 - c. Providing annual traffic counts and other counts for special studies
 - d. Roadway conceptual analysis;
 - e. Developing plans for bicycle, pedestrian and transit in support of the Transportation Element; and/or
 - f. Performing periodic reports on Multimodal Transportation District and Vine Street.

- IV. Geographic Information Systems (GIS) Mapping and Support.
- V. Graphics / Renderings
 - a. Landscape renderings;
 - b. Photo montages;
 - c. Concept plans; and/ or
 - d. Branding and publications.
- VI. Public Involvement / Consensus Building

EXHIBIT "B"

CITY OF KISSIMMEE PROFESSIONAL PLANNING CONSULTING SERVICES HOURLY RATES

Compensation for services and reimbursable expenses shall be negotiated as a fixed fee or direct cost as agreed by CITY and CONSULTANT or an hourly rate further defined as follows:



City of Kissimmee, Florida

RFQ 2021-001 Professional Planning Consulting

REQUIRED FORMS

EXHIBIT C - INSURANCE REQUIREMENTS

	HIS CERTIFICATE IS ISSUED			ICATE OF LIA				6/30/2020
BR	ERTIFICATE DOES NOT AFFII ELOW. THIS CERTIFICATE C EPRESENTATIVE OR PRODUC	MATIVEL FINSUR ER, AND T	Y OR ANCE HE C	NEGATIVELY AMEND, DOES NOT CONSTITU' ERTIFICATE HOLDER.	EXTEND OR ALTE TE A CONTRACT I	ER THE CO	VERAGE AFFORDED E HE ISSUING INSURER	SY THE POLICIES (S), AUTHORIZED
If	MPORTANT: If the certificate h SUBROGATION IS WAIVED, s his certificate does not confer ri	bject to	the te	rms and conditions of th	ne policy, certain pouch endorsement(s	olicies may	require an endorsemen	t. A statement on
PRO	DUCER	,,,,,,			CONTACT NAME: Tiffany Da	vennorf		
Mc	Griff Insurance Services				PHONE (A/C, No, Ext): 804-678	8-5026	FAX	888-751-3010
	08 W. Laburnum Ave Suite 30 DBox 17370)			E-MAIL ADDRESS: certificate	svawv@mca		
Ric	chmond VA 23227						DING COVERAGE	NAIC #
					INSURER A : Valley Fo			20508
	JRED			35SMEINC	INSURER B : Travelers			25674
	ME Inc.				INSURER c : American	n Casualty Co	of Reading PA	20427
Orl	15 Edgewater Drive, Suite 200 lando, FL 32804				INSURER D :		-	
					INSURER E :			
					INSURER F :			
	VERAGES			NUMBER: 321536988			REVISION NUMBER:	
IN	HIS IS TO CERTIFY THAT THE PONDICATED. NOTWITHSTANDING ASSETTIFICATE MAY BE ISSUED OR XCLUSIONS AND CONDITIONS OF	NY REQUI MAY PER SUCH POL	REME TAIN, ICIES.	NT, TERM OR CONDITION THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE	OF ANY CONTRACT	OR OTHER I	DOCUMENT WITH RESPE	CT TO WHICH THIS
NSR TR	TYPE OF INSURANCE	ADD	LSUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMIT	rs
A	X COMMERCIAL GENERAL LIABILIT	119		6042844344	7/1/2020	7/1/2021	EACH OCCURRENCE	s 1,000,000
	CLAIMS-MADE X OCCU						DAMAGE TO RENTED PREMISES (Ea occurrence)	s 1,000,000
							MED EXP (Any one person)	s 15,000
							PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	\$ 2,000,000
	POLICY X PRO- X LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
_	OTHER:		+	B		744500	COMBINED SINGLE LIMIT	s 1,000,000
Α	AUTOMOBILE LIABILITY			BUA6042844313	7/1/2020	7/1/2021	(Ea accident)	
	X ANY AUTO OWNED SCHEDULI	n					BODILY INJURY (Per person)	S
	AUTOS ONLY AUTOS	in .					BODILY INJURY (Per accident) PROPERTY DAMAGE	
	X HIRED X NON-OWN AUTOS ON	Υ.Υ					(Per accident)	\$
	V	_	+-	7.1054140000500115	74/0000	7/1/2021		*
В	X UMBRELLA LIAB X OCCUP			ZUP51M6239520NF	7/1/2020	7/1/2021	EACH OCCURRENCE	s 5,000,000
	CDAINS	-MADE					AGGREGATE	\$ 5,000,000
С	DED X RETENTION \$ 10,000		+	WC678651782	7/1/2020	7/1/2021	X PER OTH-	S
0	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N		WC070001702	7/1/2020	11112021	STATUTE	s 1,000,000
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N N/A					E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE	
	(Mandatory in NH) If yes, describe under						E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	s 1,000,000 s 1,000,000
	DÉSCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
	CRIPTION OF OPERATIONS / LOCATIONS						ed)	
agr	the event the Company cancels the payment of premium, the Companed in a written contract or agree in the Republic of the Repub	nent would	Liabilii to pro t be p	ry, Automobile Liability and roide ninety (90) days' notic rovided with notice of cano	I Employers' Liability ce of cancellation of t ellation of the Policy	policies for an the Policy to a	ny statutorily permitted re any entity with whom the l	ason other than NAMED INSURED
ÇE	RTIFICATE HOLDER				CANCELLATION			
	S&ME Inc 1615 Edgewater Driv Orlando FL 32804	e, Suite 2	200		SHOULD ANY OF THE EXPIRATION ACCORDANCE WIT	TH THE POLIC	ESCRIBED POLICIES BE C FREOF, NOTICE WILL Y PROVISIONS.	ANCELLED BEFORE BE DELIVERED IN
						\sim		

REQUIRED FORMS

EXHIBIT C - INSURANCE REQUIREMENTS

•				ICATE OF LIA			_	6/30/2020
BE RE	IS CERTIFICATE IS ISSUED AS A I RTIFICATE DOES NOT AFFIRMATI LOW. THIS CERTIFICATE OF INS PRESENTATIVE OR PRODUCER, AN	VELY URAN ID TH	OR NCE IE CI	NEGATIVELY AMEND, DOES NOT CONSTITUT ERTIFICATE HOLDER.	EXTEND OR ALTI	ER THE CO	VERAGE AFFORDED HE ISSUING INSURER	BY THE POLICIES R(S), AUTHORIZED
If S	PORTANT: If the certificate holder I SUBROGATION IS WAIVED, subject s certificate does not confer rights to	to th	e ter	ms and conditions of th	e policy, certain po	olicies may		
	UCER	o tile	cera	incate noider in ned or se	CONTACT NAME: Sandy Kre	vonick		
	Briff Insurance Services				PHONE - BOA 678	R-5026	FAX	888-751-3010
2108	8 W. Laburnum Ave Suite 300 Box 17370				PHONE (A/C, No, Ext): 804-678 E-MAIL ADDRESS: SKREVONIC	k@mcariffins		, 000 101 0010
	mond VA 23227						DING COVERAGE	NAIC #
					INSURER A : XL Spec			37885
NSUR				35SMEINC	INSURER B :		,	
	ME Inc. 5 Edgewater Drive, Suite 200				INSURER C :			
	o Edgewater Drive, Suite 200 Indo, FL 32804				INSURER D :			
					INSURER E :			
					INSURER F :			
cov	ERAGES CER	TIFIC	ATE	NUMBER: 1128692639			REVISION NUMBER:	
IND	IS IS TO CERTIFY THAT THE POLICIES DICATED. NOTWITHSTANDING ANY RE RTIFICATE MAY BE ISSUED OR MAY	QUIR	EME	NT, TERM OR CONDITION THE INSURANCE AFFORD	OF ANY CONTRACT	OR OTHER I	OCUMENT WITH RESPE	ECT TO WHICH THIS
	CLUSIONS AND CONDITIONS OF SUCH	ADDL	SUBR		POLICY EFF (MM/DD/YYYY)	POLICY EXP		170
NSR LTR	TYPE OF INSURANCE COMMERCIAL GENERAL LIABILITY	INSD	WVD	POLICY NUMBER	(MM/DD/YYYY)	(MM/DD/YYYY)	EACH OCCURRENCE	s
-	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	5 S
	CLAIMS-MADE DCCUR						MED EXP (Any one person)	S
							PERSONAL & ADV INJURY	\$
-	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	5
-	POLICY PRO- LOC						PRODUCTS - COMP/OP AGG	
1	OTHER:						THOUSE TO TOOM FOR HEE	s
_	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	s
-	ANY AUTO						BODILY INJURY (Per person)	s
-	OWNED SCHEDULED AUTOS ONLY						BODILY INJURY (Per accident) S
-	HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	S
	ACTOS GILL							s
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	s
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	s
	DED RETENTION\$							s
1	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER OTH-	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A					E.L. EACH ACCIDENT	\$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYE	E S
	f yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	
A	Professional Liability			DPR9962088	7/1/2020	7/1/2021	5,000,000 5,000,000	Per Claim Aggregate
In the agree woul	RIPTION OF OPERATIONS / LOCATIONS / VEHICL e event that the Companies cancel the e to provide thirty (30) days' notice of c d be provided with notice of cancellatio INFORMATION PURPOSES ONLY	Profe ancell	ssion	nal Liability policy for any s n of the Policies to any enti	tatutorily permitted re	eason other th	han non-payment of prer	mium, the Companie ontract or agreement
CER	TIFICATE HOLDER				CANCELLATION			
	S&ME Inc. 1615 Edgewater Drive, Sui Orlando FL 32804	te 20	0		SHOULD ANY OF THE EXPIRATION ACCORDANCE WIT	TH THE POLIC	ESCRIBED POLICIES BE CEREOF, NOTICE WILL Y PROVISIONS.	GANGELLED BEFÖRE BE DELIVERED IN
					LOU	سلام	ORD CORPORATION.	

City of Kissimmee, Florida

RFQ 2021-001 Professional Planning Consulting 37



PRODUCER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/12/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. 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).

CONTACT NAME: Sandy Krevonick

McGriff Insurance Services 2108 W. Laburnum Ave Suite 300					PHONE (A/C, No, Ext): 804-678-5026 E-MAIL ADDRESS: Skrevonick@mcgriff.com				
Richmond VA 23227				ADDICE			DING COVERAGE	NAIC#	
				INSURE	1927-1981 7.65 F	ialty Insuranc		37885	
INSURED			35SMEINC	INSURE		naity intodicanto	o company	3,000	
S&ME Inc.				INSURE					
1615 Edgewater Drive, Suite 200 Orlando, FL 32804									
Orlando, FL 32604				INSURE					
				INSURE					
00//504050	TIFIO	A T.	NUMBER 101015070	INSURE	RF:		DEVICION NUMBER		
COVERAGES CER THIS IS TO CERTIFY THAT THE POLICIES			NUMBER: 421915679	/E DEE	N ICCUED TO		REVISION NUMBER:	- DOLLOV DEDIOD	
INDICATED. NOTWITHSTANDING ANY RE CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	QUIRE PERTA POLIC	EMEI NN, IES.	NT, TERM OR CONDITION THE INSURANCE AFFORDI LIMITS SHOWN MAY HAVE	OF AN'	Y CONTRACT THE POLICIE REDUCED BY	OR OTHER DESCRIBED PAID CLAIMS.	DOCUMENT WITH RESPECT	T TO WHICH THIS	
INSR LTR TYPE OF INSURANCE	ADDL S	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE \$	3	
CLAIMS-MADE OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence) \$	3	
							MED EXP (Any one person) \$	3	
							PERSONAL & ADV INJURY \$		
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$		
POLICY PRO-							PRODUCTS - COMP/OP AGG \$		
							FRODUCTS - COMPTOF AGG \$		
OTHER: AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT 6		
ANY AUTO							(Ea accident) BODILY INJURY (Per person) \$		
OWNED SCHEDULED									
AUTOS ONLY AUTOS NON-OWNED							BODILY INJURY (Per accident) \$ PROPERTY DAMAGE		
AUTOS ONLY AUTOS ONLY							(Per accident)		
							\$	3	
UMBRELLA LIAB OCCUR							EACH OCCURRENCE \$	3	
EXCESS LIAB CLAIMS-MADE							AGGREGATE \$	3	
DED RETENTION \$							\$	3	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							PER OTH- STATUTE ER		
ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A						E.L. EACH ACCIDENT \$	3	
(Mandatory in NH)							E.L. DISEASE - EA EMPLOYEE \$	3	
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT \$	3	
A Professional Liability			DPR9962088		7/1/2020	7/1/2021	5,000,000 5,000,000	Per Claim	
							3,000,000	Aggregate	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) In the event that the Companies cancel the Professional Liability policy for any statutorily permitted reason other than non-payment of premium, the Companies agree to provide thirty (30) days' notice of cancellation of the Policies to any entity with whom the NAMED INSURED agreed in a written contract or agreement would be provided with notice of cancellation of the Policies. Project: Kissimmee Planning									
CERTIFICATE HOLDER				CANC	ELLATION				
City of Kissimmee Attn: Ashley Cornelison 101 Church Street Kissimmee FL 34741					EXPIRATION ORDANCE WI	N DATE THE	ESCRIBED POLICIES BE CAN REOF, NOTICE WILL BE Y PROVISIONS.		
					BL	NTATIVE	ف		



CERTIFICATE OF LIABILITY INSURANCE

7/1/2021

DATE (MM/DD/YYYY) 5/13/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. 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).

PRODUCER	Lockton Companies	CONTACT NAME:			
	444 W. 47th Street, Suite 900	PHONE (A/C, No, Ext):	FAX (A/C, No):		
	Kansas City MO 64112-1906	E-MAIL ADDRESS:			
	(816) 960-9000	INSURER(S) AFFORDING COVERAGE	NAIC #		
	*	INSURER A: Valley Forge Insurance Compa	ny 20508		
INSURED	S&ME INC.	INSURER B: Travelers Property Casualty Co of An	nerica 25674		
1492483	1615 EDGEWATER DRIVE, SUITE 200	INSURER c: American Casualty Company of F	Reading, PA 20427		
	ORLANDO FL 32804	INSURER D :			
		INSURER E :			
		INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 17567054

REVISION NUMBER: XXXXXXX

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR	Y	N	6042844344	7/1/2020	7/1/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000 \$ 1,000,000
							MED EXP (Any one person) PERSONAL & ADV INJURY	\$ 15,000 \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	POLICY X PRO- X LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
A	OTHER: AUTOMOBILE LIABILITY	Y	N	BUA6042844313	7/1/2020	7/1/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
	X ANY AUTO	•	.,				BODILY INJURY (Per person)	\$ XXXXXXX
	OWNED SCHEDULED AUTOS ONLY X NON-OWNED AUTOS ONLY AUTOS ONLY						BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$ XXXXXXXX \$ XXXXXXXX
	AUTOS ONLY						(i di dosidoni)	\$ XXXXXXX
В	UMBRELLA LIAB X OCCUR	N	N	ZUP51M6239520NF	7/1/2020	7/1/2021	EACH OCCURRENCE	\$ 5,000,000
	DED X RETENTION \$ 10,000						AGGREGATE	\$ 5,000,000 \$ XXXXXXX
С	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		N	WC678651782	7/1/2020	7/1/2021	X PER STATUTE OTH-	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A					E.L. EACH ACCIDENT	\$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: 21-1186. KISSIMMEE PLANNING. CITY OF KISSIMMEE IS AN ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY, IF REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER	CANCELLATION
17567054 CITY OF KISSIMMEE ATTN: MS. ASHLEY CORNELISON 101 CHURCH STREET	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
KISSIMEE FL 34741	AUTHORIZED REPRESENTATIVE
	Josh M Agnella

© 1988 2015 ACORD CORPORATION. All rights reserved.