

REQUEST FOR QUALIFICATIONS

RFQ NO. 22-0520:

RECREATION MASTER PLAN



April 6, 2022

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REQUEST FOR QUALIFICATIONS

RFQ NO. 22-0520: RECREATION MASTER PLAN

Sealed proposals must be received at City of Seminole City Hall, Office of the City Clerk, 9199 113th Street North, Seminole, FL 33772 **by 11:00 am on Friday, May 20, 2022.** Proposals shall be publicly opened and read aloud at City of Seminole City Hall, Council Chambers, immediately after closing.

The complete Request for Qualifications and contract documents may be downloaded from the City’s website, under Public Notices, at www.myseminole.com or online on Demand Star at www.demandstar.com after 12:00pm on April 6, 2022.

All questions regarding this Request for Qualifications shall be directed to: Becky Gunter, Recreation Director. Questions shall be submitted in writing via email to: bgunter@myseminole.com

Submission of proposal responses by mail, hand delivery or express mail must be in a sealed envelope/box with the Proposer's name and return address indicated.

The outside of the envelope/box used for sealed proposals shall be marked as follows:

**“DO NOT OPEN”
“RFQ NO. 22-0520: RECREATION MASTER PLAN”
Firm’s Name and Address**

Address the bid submission to the following:

**City of Seminole
Office of the City Clerk
9199 113th Street North
Seminole, FL 33772**

Proposals shall be accepted no later than the time and date specified on the REQUEST FOR QUALIFICATIONS. All proposals received after that time shall be rejected. Offers by telegram, telephone, or transmitted by facsimile (FAX) machine will not be accepted. No proposal may be withdrawn or modified after the time fixed for the opening of the bid. The City of Seminole reserves the right to reject any or all Statements of Qualification if it is deemed to be in the best interest of the City.

SECTION I **SCOPE OF SERVICES**

1. BACKGROUND

Pursuant to the authority granted to it in *Florida Statutes* § 287.055(4)(d), the City of Seminole, a Florida municipal corporation, is interested in entering into a contract with a qualified and experienced Firm to provide professional services for the development of a Recreation Master Plan (RMP) not exceeding the dollar threshold limits pursuant to Section 287.055 *Florida Statutes* as amended from time to time.

The catalyst for this project is the City's Recreation Center, a 49,000 square foot Recreation and Aquatics complex, that is reaching the end of its useful life. To understand how to best meet the current recreational needs of residents and users, the City will complete a Master Plan to drive design on a new or renovated Recreation Center.

The City also seeks to define future recreation needs for the community, which includes both residents and non-residents. The master plan will provide recommendations for the provision of facilities, programs and services, techniques for engaging new patrons, and utilization analysis.

The consultant will collect and analyze data to develop a clear and actionable plan to implement the priorities identified through the study, including identifying recommendations for program development for the next ten years. The consultant will work closely with City staff in preparing the Recreation Master Plan. The consultant will create a document for distribution to the public and present the document to the City Council for approval at a regularly scheduled Council meeting. The Comprehensive Recreation Master Plan will require the approval of the City Council to become a policy document, guiding service delivery over the next 10 years.

Anticipated Needs:

- Determine if existing facilities and fields (in City and greater Seminole area) are sufficient to service needs;
- Replacement, upgrades and/or enhancements to existing recreational facilities;
- Family oriented semi-passive areas; picnic area, small pavilions, passive and or nature parks;
- Maintenance enhancements; and
- Specialized programs and/or services.

This process includes developing a comprehensive inventory, an analysis of forecasted needs, and implementation strategies. Specific items to include in the study, but not limited to, are:

- Public Process and Community Engagement;
- Needs assessment to identify gaps and opportunities with respect to recreation facilities, programs, services, activities, events, and open spaces;
- Demographic Trends;
- Level of Service Analysis for Facilities, Programs, and Services;
- Action Plan with detailed recommendations based on the needs assessment, including ranking and prioritization; and
- A proposed timeline for the implementation of the Master Plan shall be provided.

In preparation of the Master Plan other relevant City, County, State and regional plans and policies should be reviewed and considered. These plans include, but are not limited to:

- Past Recreation Master Plan
- City of Seminole's Budget and Capital Improvements Plan
- Pinellas County's Unincorporated Seminole Youth Sports Master Plan
- Seminole Community Library programming.

The Master Plan shall be officially adopted by the City Council as the policy-making body and integrated into the Capital Improvements Plan and Annual Budget. The public input should be an integral part of the plan development process.

The entire process of the Recreation Master Plan, from inception to adoption by the City Council, should be completed within twelve months.

2. GENERAL INFORMATION

The City of Seminole is one of twenty-four municipalities located in Pinellas County on Florida's West Coast. Seminole, Florida has a Council/ Manager form of government, which offers a range of services to a population of 19,364 residents and a large unincorporated area. The City has 157 Full-Time Equivalent employees with an annual budget of \$23.3 million (which excludes inter-fund transfers) for the Fiscal Year beginning October 1, 2021.

The City of Seminole provides the following services to its citizens:

- Fire protection and emergency medical services;
- Maintenance of streets, sidewalks, storm drainage, public parks, and public facilities;
- City planning, zoning, subdivision and building code regulation and enforcement;
- Recreation programming and special events; and
- A joint-use public Library with St. Petersburg College.

The City uses Tyler Incode 10 for many computerized governmental functions, including accounting and purchasing. For all recreation-specific functions, including registrations, scheduling, ticketing and point of sale, the Recreation Department utilizes Rec Trac software.

Recreation Department Staffing

	Full-Time Equivalents*	Number of Positions
Full-Time Positions		
Recreation Director	1.0	1
Program Coordinator	4.0	4
Administrative Assistant II	1.0	1
Events & Facilities Coordinator	1.0	1
Recreation Leader II	1.0	1
Custodian	2.0	2
Part-Time & Seasonal Positions		
Recreation Leader I	3.0	5
Lifeguard/WSI/Pool Staff	2.5	13
Seasonal Camp Counselor	3.0	10
TOTAL STAFFING	18.5 FTE	38 positions

*1 FTE = 2,080 hours annually

City staff partners with volunteers to deliver services and to solicit important community input. The Recreation Department has a citizen-composed Advisory Board, established by Resolution No. 95-04; and amended by Resolution No. 01-2018, charged with evaluating and making policy recommendations to the City Council regarding Recreation Department fees and programming. The Recreation Department also has a Teen Advisory Board which assists the Recreation Department in planning programs and activities for teens, and by volunteering at special events, while learning life skills such as money management and job interviewing.

Programs and Events

The Recreation Department offers three different Children's Break Camps (Holiday, Spring, and Summer Camps), as well as providing care through various organized activities for the children of Seminole and surrounding cities during the days that the children are out of school. These activities include swimming, roller skating, crafts, ice skating, digital art, and special events. Adult and senior citizen-focused activities include senior trips, socials, afternoon movies, and various activities. In a given year, more than 200 recreation programs are offered each year with 5,000 participants.

Athletic programming for the community includes sports activities for all ages. Athletic opportunities will include adult basketball and volleyball, as well as youth basketball, soccer, flag football, swimming, cross country, lacrosse, track & field, and volleyball. The fitness classes offered by the Athletic division reach all age groups throughout the City and include group fitness classes, youth sports conditioning, and personal training.

The Recreation Department is responsible for conducting special events for the community through such offerings as a Halloween Field of Screams, the Music in the Park concert series, Winterfest, Art In The Park, Taco Fest, a Holiday Night Parade, and the annual Pow Wow

Festival. Each year, more than 20 different special events are held with a combined estimated attendance of more than 21,000 people.

Parks and Facilities

The City has 25 acres of parkland at five City parks, which are used as sites for special events and facility rentals. An inventory is included below.

Seminole City Park, 7464 Ridge Road, Seminole, FL 33772:

- Parkview Room, a 5060 sq. ft. rental space with a full commercial kitchen.
- Bandshell/Amphitheater
- Playground
- 3 shelters
- Accessible to the Pinellas Trail
- Home of the Seminole Historical Society
- Restrooms
- Paved parking area

Tennis Club Park, 7283 113th Street, Seminole, FL 33772:

- Four full-size tennis courts (one used for pickleball and tennis)
- Restrooms
- Paved parking area

Blossom Lake Park, 10407 Blossom Lake Drive, Seminole, FL 33772:

- ADA playground installed 2021
- 2 gazebos (replaced 2022)
- 2 park shelters with picnic tables
- Outdoor basketball court
- Small lake
- Accessible to the Pinellas Trail
- Restrooms
- Paved parking area

Waterfront Park, 10400 Park Boulevard, Seminole, FL 33772:

- ADA playground installed 2021
- 2 ADA compliant floating kayak launches in Long Bayou with access to Boca Ciega Bay
- Observation Boardwalk (ADA compliant for fishing)
- 3 Pavilions/shelters
- Restrooms
- Paved parking area

Recreation Center, 9100 113th Street N., Seminole, FL 33772:

- Soccer fields
- 2 Outdoor basketball courts

- Outdoor restrooms (for soccer field, Aquatics Center and Recreation Center)
- Playground with shade structure
- Aquatics Center
- Gymnasium
- Fitness Center
- Program Rooms
- Commercial kitchen
- Auditorium
- Digital Den
- Esport Lounge
- Recreation administrative offices
- Paved parking

Repetto Property:

- 5.33 acres lot
- Single-family home (4317 sq. ft.)
- Accessible to the Pinellas Trail
- Provides overflow parking for events at City Park
- No determination on future use.

Recreation Department Performance Measures

PERFORMANCE MEASURES	FY 2019	FY 2020	FY 2021	FY 2022 Estimated
Outputs				
Recreation Center Visits	81,637	35,435	41,289	47,089
Recreation Cards Issued	3,344	2,319	2,284	3,027
Special Event Attendees	28,956	15,014	16,173	21,898
Pool Visitors	7,888	8,564	9,692	8,817
Summer Camp Enrollees	2,247	1,708	2,100	2,100
Programs Offered	359	211	376	350
Athletic Enrollees	404	261	450	500
Number of Rentals	893	1,619	1,648	1,757
Efficiency Measures				
Recreation Cards per Capita	18%	12%	12%	16%
Recreation Operating Costs per Capita	\$62.10	\$59.80	\$63.15	\$68.06
Effectiveness Measures				
Rental Income	\$85,923	\$86,371	\$65,598	\$67,398
Pool Visitors per Hour	N/A	11	12	12
% Pool Visitors with Membership	N/A	N/A	43%	45%

3. QUALIFICATIONS

Submittals will only be considered from Firms that meet the following requirements:

- Experience: Firms shall have been in continuous practice for a minimum of ten (10) years, shall have performed work for local governments in Florida and shall have completed at least two Recreation Master Plans for a government entity with infrastructure similar in scope, size, and complexity as the City of Seminole.
- Authorization and Licenses: Firms must be authorized to do business in the State of Florida and must possess professional service registrations in accordance with applicable statutes, regulations, and rules.
- Insurance Requirements: Before performing any work for the CITY, the Firm shall procure and maintain, during the life of this Agreement, unless otherwise specified, the insurance coverage as described in the Agreement.

4. INSTRUCTIONS FOR STATEMENTS OF QUALIFICATIONS

One original and one copy of the Statement of Qualifications must be submitted. In addition to the hard copies an electronic version of statements of qualification is to be submitted on a USB storage device (flash or thumb drive).

Required Information and Format

Maximum 25 pages, suggested page lengths included below.

- I. Title Page (1 page): Proposal Name, Date, Legal Name of Proposer, Local Address, Telephone Number, Contact Person, Email Address.
- II. Table of Contents (1 page): Clear identification of materials by section and page number.
- III. Compliance Information (5 pages):
Firms must include/provide the following information/documentation in order to meet the minimum qualifications to warrant consideration:
 - Legal name of the entity.
 - Certification of registration from the Florida Secretary of State showing Firm is in good standing and authorized to do business in Florida. *Firms must be properly registered.*
 - State number of years in business. State the location, address, and telephone number of Firm's office. *The Firm must have been in continuous business for a minimum of ten years.* Submit the names of owners, officers, and principals in management.
 - Include the Firm's federal taxpayer identification number.
- IV. Company Overview (1 page): Provide a brief description of the Firm, similar past work during the last 10 years, Firm's size, structure, financial capacity, available resources, and any additional related company information.

- V. Past Experience (5 pages):
List the projects which best illustrate the experience of the Firm which utilized the current staff. List no more than 10 projects and do not list projects which were not completed by your Firm within the past ten (10) years, indicating the following for each project:
- Name and location of the project;
 - Project owner\Representative's name, address, telephone, and email address.
 - Project Timeline;
 - Scope of work;
 - Cost; and
 - Firm's key professionals involved in the project.
- VI. Project Team (7 pages)
The quality, experience and quantity of staff and their respective functions will be evaluated by the Committee. Give brief resumes of key persons to be assigned to the Project including, but not limited to, the following:
- Name and title;
 - Location of office;
 - Previous projects comparable in design, scope, and complexity as well as the team member's job assignment for other projects;
 - Number of years with this Firm;
 - Number of years with other Firms providing similar services;
 - Experience including at least three projects of similar scope, as well as specific job assignment on said projects;
 - Degrees, certifications, and active registrations of any assigned key person.
- VII. Project Approach (7-10 pages): A general description of the techniques, approaches, and methods to be used in providing these services as described in the "Scope of Services." Provide three (3) example concepts of previous projects your Firm has performed that best mirror the scope of work that the City of Seminole is trying to accomplish.
- VIII. Required Forms:
- PUBLIC ENTITY CRIME STATEMENT
 - DRUG-FREE WORK PLACE CERTIFICATE
 - GENERAL TERMS & CONDITIONS
 - GENERAL CONDITIONS ASSENT

Warning: Statements of Qualification that are not received by the City of Seminole, as indicated herein, on or before the scheduled due date, as set forth in this RFQ, will not be considered.

The City reserves the right to waive informalities and to terminate this RFQ process.

5. STATEMENT OF QUALIFICATIONS CRITERIA

The City Evaluation Committee (“CEC”) members shall use the criteria listed below to rank each Firm’s Statement of Qualifications.

Past Project Experience and Client References - 20%

Major consideration will be given to the Firm’s successful completion of previous projects comparable in design, scope, and complexity within the past ten (10) years within the State of Florida. This may include evaluating the Firm’s performance on previous projects.

Project Team - 40%

The quantity and experience of staff and their functions. The Firm shall name the actual staff members to be assigned to this Project, describe their ability and experience, and indicate the function of each within their organization and their proposed role on this Project.

Approach and Methodology – 40%

State your Firm’s technical approach to the project and interpretation of the scope of services. Explain the Firm’s capacity to accomplish it successfully. Discuss the applicable stages or milestones of the project, timeline for completion of the “Scope of Services” described herein, and resources required from both the Firm and the City. Articulate why the Firm’s approach is unique.

Firms will be selected by the CEC to make presentations at a public meeting to the City Council. The City will coordinate with the short-listed Firms for a public meeting of the City Council, which is held on the second and fourth Tuesday of each month beginning at 6 p.m. Presentations are not anticipated to last longer than 45 minutes per Firm. The City may, at its discretion, provide an agenda or outline of the presentation format in advance. Upon completion of presentations, the City Council will rank shortlisted Firms based on information provided during the presentation.

The City shall commence contract negotiations beginning with the City Council’s top-ranked Firm first. If the agreement is not reached with the top-ranked Firm, the City will terminate negotiations and proceed to the next highest-ranked Firm in descending order until an Agreement has been reached. The agreement will then be presented to City Council for approval.

The selected Firm will be required to meet the insurance requirements of the City set forth herein.

In accordance with Florida law, the selected Firm will be required to make sworn statements regarding Public Entity Crimes.

Costs of participating in this solicitation process, including presentations to the City Evaluation Committee, are solely those of the Firm(s) and the City will assume no responsibility for any costs.

SECTION II
GENERAL INSTRUCTIONS

All Proposals must be typed—as legibility, clarity, and completeness are essential—and must be signed by the individual(s) legally authorized to bind the Proposer.

Responses should be mailed or delivered to:

City of Seminole
Office of the City Clerk
9199 113th Street North
Seminole, FL 33772

Proposals should be submitted by mail, hand delivery, or express mail in a sealed envelope with the respondent’s name and return address. To prevent unauthorized access to the Proposal, the outside of the envelope/box used for the sealed proposals should be clearly marked as follows:

“DO NOT OPEN”	
“REQUEST FOR PROPOSALS FOR AUDITING SERVICES”	
CITY OF SEMINOLE, FLORIDA	
RFQ No. 22-0520: Recreation Master Plan	
Name of FIRM:	_____
Address of FIRM:	_____

QUESTIONS

Any questions concerning the RFQ should be directed in writing to Recreation Director, Becky Gunter, at bgunter@myseminole.com. All requests for information shall be submitted no later than fourteen (14) days prior to the RFQ due date.

Only the responses of the above-identified City official shall be binding, and Firms are advised that no other source of information as to this RFQ is authorized, and no other City official is authorized to explain or interpret the RFQ or to respond to questions related thereto. Responses to all appropriately-submitted questions shall be made by way of the issuance of one or more Addenda/Addendum, which shall be published on the City’s website under Public Notices and on www.demandstar.com.

It is the further responsibility of each Firm to determine whether any addenda have been issued to this RFQ and to incorporate any such addenda into the submission of qualifications.

SECTION III
REQUIRED FORMS

PROPOSAL SHEET
QUALIFICATIONS STATEMENT

SUBMITTED BY:

Official Name of Firm: [Click or tap here to enter text.](#)

Address: [Click or tap here to enter text.](#)
[Click or tap here to enter text.](#)
[Click or tap here to enter text.](#)

SUBMITTED TO: **City of Seminole – RFQ No. 22-0520**

SUBMITTED FOR: Recreation Master Plan

PROPOSER’S CONTACT INFORMATION:

Contact Person: [Click or tap here to enter text.](#)

Title: [Click or tap here to enter text.](#)

Phone: [Click or tap here to enter text.](#)

Email: [Click or tap here to enter text.](#)

INSURANCE REQUIREMENTS

INDEMNIFICATION AND INSURANCE REQUIREMENTS

1. Indemnification

The bidder shall hold harmless, indemnify, and defend the City, its members, officers, and employees against any claim, action, loss, damage, injury (whether mental or physical and including death to persons or damage to property), liability, cost, and expenses of whatsoever kind or nature including, but not by way of limitation, attorneys' fees, and court costs caused by the negligent acts or omissions of the bidder, its agents, assigns, and employees.

2. Insurance

a. Without limiting its liability under the contract, the bidder shall procure and maintain at its sole expense during the life of the contract, insurance of the types, and in the minimum amounts stated herewith:

Type	Amount
Professional Liability	\$1,000,000
Comprehensive General Liability	\$1,000,000
Comprehensive Automobile Liability	\$1,000,000
Workers' Compensation	As required by law

- b. The bidder's comprehensive general liability policy shall include contractual liability on a blanket or specific basis to cover the indemnification.
- c. Such insurance shall be written by a company licensed to do business in the State of Florida and satisfactory to the City. Prior to commencing any work under the contract, certificates evidencing the maintenance of said insurance shall be furnished to and approved by the City Manager.
- d. The bidder shall provide a Certificate of Insurance identifying the City as an additional insured.
- e. Thirty (30) days written notice by registered or certified mail shall be given to the City of Seminole of any cancellation, intent not to renew, or reduction in the policies' coverages. The Firm shall also notify the City, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverages or limits received by the Firm from its insurer.

PUBLIC ENTITY CRIME STATEMENT

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

THE FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY
PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____

by _____

or _____

whose business address is _____

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

of the individual signing this sworn statement _____.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), *Florida Statutes*, means a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States including, but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, 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 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, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) 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 the Arm's Length Agreement, shall be a prima facie case that one
 - (1) person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public crime in Florida during the preceding thirty-six (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 any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (indicate which statement applies).

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement or one (1) 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.

_____ The entity submitting this sworn statement or one (1) 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 Office 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 OFFICE FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THE PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. 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 TOWN OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature

Sworn to and subscribed before me this _____ day of _____, 2022

Personally known _____

or produced identification _____

Notary Public – State of _____

My commission expires _____

(Stamped commissioned name of Notary Public)

DRUG-FREE WORK PLACE CERTIFICATE

IDENTICAL TIE BIDS: Pursuant to Section 287.087 of the Florida Statutes, preference will be given to businesses with Drug-Free Work Place Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a Drug-Free Work Place Program will be given preference in the award process. Established procedures for processing tie Bids will be followed in the event that none of the tied bidders have a Drug-Free Work Place Program. In order to have a Drug-Free Work Place Program, a business must:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the work place and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the work place, the company’s policy of maintaining a Drug-Free Work Place, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under the proposal a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under the proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 of the Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction or plea.
- 5) Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee’s community, by any employee who is so convicted or who has pled.
- 6) Make a good faith effort to continue to maintain a drug-free work place through implementation of this section.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Signature: _____

Date: _____

Printed Name: _____

Title: _____

SECTION IV
GENERAL TERMS & CONDITIONS

The City reserves the right to accept or reject any or all proposals in the best interest of City. The City reserves the right to waive any formalities in the selection process.

It is mutually understood and agreed that the nature, amount, and frequency of the services shall be determined solely by City and that City does not represent or guarantee to Firm that any specific amount of services will be requested or required of Firm pursuant to this RFQ.

Proposals which do not comply with these instructions or that do not include the requested data may not be considered.

The successful Firm shall not discriminate against any person in accordance with Federal, State or local laws.

It is the sole responsibility of the submitting Firm to ensure proposals are received at the proper place, on or before the time and date required, and in the required format.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in *Florida Statutes* § 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

The City of Seminole does not discriminate in admission or access to, or treatment or employment in its programs and activities on the basis of race, color, religion, age, sex, national origin, marital status, disability or any other reason prohibited by law.

By submitting a response to this solicitation, the submitting entity is agreeing that it consents to the City contacting any parties referenced in the entity's response including, but not limited to, all project owners and references.

The form of agreement the City intends to use in awarding this contract is attached hereto as Exhibit A. By submitting a response to this solicitation, the submitting entity acknowledges and agrees that, while the negotiation process will allow for requests for revision to any portion of the form or substance of agreement, the City does not anticipate, and will not favor, substantial revisions to the terms stated therein.

By submitting a response to this solicitation, the submitting entity acknowledges the lobbying prohibitions set forth herein, agrees to ensure its officers, employees, agents, attorneys, and lobbyists understand these prohibitions, and agrees that should it, or any officer, employee, agent, attorney, or lobbyist on its behalf, violate such prohibitions, the submitting entity shall be disqualified from further consideration.

ACKNOWLEDGED

Signature

Date

Printed Name

Title

GENERAL CONDITIONS ASSENT

Any and all special conditions and specifications attached to this agreement that vary from these general conditions will have precedence.

As the person authorized to sign the statement, I certify that this bidder agrees to comply with and accepts the general conditions.

Signature

Date

Printed Name

Title

EXHIBIT “A”

AGREEMENT FOR MASTER PLANNING SERVICES

BETWEEN

THE CITY OF SEMINOLE, FLORIDA

and

[Name of Selected Vendor]

AGREEMENT FOR MASTER PLANNING SERVICES

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AGREEMENT FOR MASTER PLANNING SERVICES

THIS AGREEMENT is entered into this ___ day of _____, 2022 (the Effective Date), by and between the City of Seminole, a Florida municipal corporation, (hereinafter referred to as the “CITY”), and _____, a _____ authorized to conduct business in the State of Florida, whose business address is _____ (hereinafter referred to as the “MASTER PLAN CONSULTANT”).

EXORDIAL CLAUSES:

WHEREAS, the CITY issued RFQ No. 22-0406 on April 6, 2022, seeking qualified and experienced professional master planning services for the development of a Recreation Master Plan for the City; and

WHEREAS, on _____, 2022, MASTER PLAN CONSULTANT submitted its response, outlining its qualifications, experience and proposed fee schedule; and

WHEREAS, after reviewing all responses from vendors, the CITY has, in accordance with the provisions of the CITY’S procurement code and procedures, selected MASTER PLAN CONSULTANT to provide the desired master planning services.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the Parties hereto agree as follows:

ARTICLE 1. - MASTER PLAN CONSULTANT’S Responsibility

- 1.1 MASTER PLAN CONSULTANT shall provide to CITY the planning services set forth in **Schedule A** (the Project Scope), in accordance with the project time frame set forth in **Schedule B** (the Project Schedule), and at the rate(s) set forth in **Schedule C** (the Rate Schedule).
- 1.2 MASTER PLAN CONSULTANT agrees to obtain and maintain throughout the term of this Agreement all such licenses as are required to do business in the State of Florida and in Pinellas County, Florida, including, but not limited to, all licenses required by the respective state boards and other governmental agencies responsible for regulating and licensing the professional Services to be provided and performed by MASTER PLAN CONSULTANT pursuant to this Agreement.
- 1.3 MASTER PLAN CONSULTANT agrees that, when any aspect of the Services to be provided hereunder relate to a regulated profession which, under Florida law, requires a license, certificate, of authorization, or other form of legal entitlement to provide such Services, it shall employ, retain and assign only licensed, qualified personnel to provide such Services.
- 1.4 MASTER PLAN CONSULTANT shall designate a project manager who shall be the CITY’S primary point of contact for the project, and shall have the authority to speak on behalf of the MASTER PLAN CONSULTANT as to its performance under this Agreement.

- 1.5 MASTER PLAN CONSULTANT understands that it has been selected based on its, and its staff's, unique experience and qualifications for the type of Services to be provided. Therefore, MASTER PLAN CONSULTANT agrees that it may not assign this Agreement, or subcontract any portion of the Services to another person or entity, without the express prior written approval of the CITY.
- 1.6 MASTER PLAN CONSULTANT agrees, for both itself and any of its authorized subconsultants and subcontractors, to comply with all of CITY'S rules and regulations with respect to safety and security at the CITY'S facilities and properties, as well as all OSHA regulations which may apply to the Services being provided.

ARTICLE 2. - CITY'S RESPONSIBILITIES

- 2.1 CITY shall pay all accepted and uncontested invoices submitted by MASTER PLAN CONSULTANT during the term of this Agreement.
- 2.2 CITY shall provide, if available, all criteria and information requested by MASTER PLAN CONSULTANT as to CITY'S objectives and requirements for the Recreation Master Plan, including design objectives and constraints, space and timing constraints, capacity and performance requirements, flexibility and expendability of facilities and programs, and any budgetary limitations, which may impact the content and usability of the resulting master plan.
- 2.3 Upon request from MASTER PLAN CONSULTANT, CITY will assist MASTER PLAN CONSULTANT by making available to MASTER PLAN CONSULTANT all reasonably available information in CITY'S possession pertinent to the master planning services, including existing drawings, specifications, maps, prior plans, applicable codes, laws and operating policies, and citizen/advisory board/ and City Council input.
- 2.4 CITY shall arrange for access to and make all provisions for MASTER PLAN CONSULTANT to enter all CITY park and recreation sites to facilitate the work of the MASTER PLAN CONSULTANT. MASTER PLAN CONSULTANT acknowledges that such access may be provided during times that are not the normal business hours of the CITY or MASTER PLAN CONSULTANT.
- 2.5 The CITY will identify a contract manager who shall be MASTER PLAN CONSULTANT'S primary point of contact during the term of this Agreement, and whom shall have authority to address and make decisions regarding MASTER PLAN CONSULTANT'S performance of the Agreement.

ARTICLE 3. – TERM AND TERMINATION

- 3.1 Notwithstanding the actual date(s) of execution, this Agreement shall become effective on the Effective Date. The Agreement shall be concluded upon CITY'S formal acceptance of the Recreation Master Plan to be produced by the MASTER PLAN CONSULTANT.

- 3.2 Should MASTER PLAN CONSULTANT fail to commence, provide, perform or complete any of the Services to be provided hereunder in a timely and diligent manner, in addition to any other rights or remedies available to CITY hereunder, CITY at its sole discretion and option may withhold any and all payments due and owing to MASTER PLAN CONSULTANT until such time as MASTER PLAN CONSULTANT resumes performance of its obligations hereunder in such a manner so as to establish to CITY'S satisfaction that MASTER PLAN CONSULTANT'S performance is or will shortly be back on schedule.
- 3.3 The term of this Agreement shall be in accordance with Schedule B.

ARTICLE 4. – INDEMNIFICATION

Indemnification, Preservation of Immunity. Each Party hereby agrees to fully indemnify and hold harmless the other, its officers, employees, and agents from and against any and all claims, losses, costs, expenses, actions and causes of action, including reasonable attorney's fees at all levels, arising out or by reason of any damage or injury to persons or property suffered or claimed to have been suffered, by any intentional, reckless or negligent act or omission of the indemnifying Party, its directors, officers, employees, or agents in the carrying out of the terms and conditions of this Agreement. The Party claiming right to indemnification ("Claimant") will give the indemnifying Party ("Indemnitor") prompt notice of any such claim and the Indemnitor will undertake the defense thereof by representatives of its own choosing. In the event Indemnitor, within a reasonable time after notice of claim, fails to defend, the Claimant shall have the right to undertake the defense, compromise or settlement of such claim on behalf of and for the account and risk of the Indemnitor, subject to the right of the Indemnitor to assume such defense at any time prior to settlement, compromise or final determination thereof. Notwithstanding the foregoing, in the event either Party reasonably believes that counsel defending any such action has unacceptable conflicts of interest or otherwise lacks the skill to adequately protect such Party's interest, such Party reserves the right to defend itself with its own counsel or retained counsel at the Indemnitor's expense, unless the Claimant is found negligent or otherwise responsible for the occasion of the litigation. Nothing herein shall be interpreted as a waiver by the CITY of its rights, including the procedural requirements and limited waiver of immunity, as set forth in Florida Statutes § 768.28, or any other statute, and the CITY expressly reserves these rights to the full extent allowed by law.

ARTICLE 5. - INSURANCE

- 5.1 During the term of this Agreement MASTER PLAN CONSULTANT shall provide, pay for, and maintain, with companies satisfactory to CITY, the types of insurance described herein. All insurance shall be from responsible companies duly authorized to do business in the State of Florida. Simultaneously with the execution and delivery of this Agreement by MASTER PLAN CONSULTANT, MASTER PLAN CONSULTANT has delivered to CITY properly executed Certificates of Insurance, using the modified ACCORD form which is attached hereto as **Schedule D**, evidencing the fact that MASTER PLAN CONSULTANT has acquired and put in place the insurance coverages and limits required hereunder. In addition, certified, true and exact copies of all insurance policies required shall be provided to CITY,

on a timely basis, if requested by CITY. The Certificate and policies shall contain provisions that thirty (30) days written notice by registered or certified mail shall be given CITY of any cancellation, intent not to renew, or reduction in the policies' coverages, except in the application of the Aggregate Limits Provisions. MASTER PLAN CONSULTANT shall also notify CITY, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverages or limits received by MASTER PLAN CONSULTANT from its insurer, and nothing contained herein shall relieve MASTER PLAN CONSULTANT of this requirement to provide notice. In the event of a reduction in the aggregate limit of any policy to be provided by it hereunder, MASTER PLAN CONSULTANT shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy. All insurance coverages of MASTER PLAN CONSULTANT shall be primary to any insurance carried by CITY applicable to this Agreement.

5.2 All insurance policies required by this Agreement shall include the following provisions and conditions by endorsement to the policies:

The term "City of Seminole" shall include the all Divisions, Departments and offices thereof and individual members and employees thereof in their official capacity, and/or while acting on behalf of the CITY.

All insurance policies, other than the Professional Liability policy and the Workers Compensation policy, provided by MASTER PLAN CONSULTANT to meet the requirements of this Agreement shall name CITY as that name is defined in subparagraph 8.2.1, above, as an additional insured as to the operations of MASTER PLAN CONSULTANT under this Agreement and shall contain a severability of interests provisions.

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

All insurance coverages of MASTER PLAN CONSULTANT shall be primary to any insurance carried by CITY applicable to this Agreement, and the "Other Insurance" provisions of any policies obtained by MASTER PLAN CONSULTANT shall not apply to any insurance carried by CITY applicable to this Agreement.

The Certificate of Insurance, which are to be provided pursuant to paragraph 5.1 above, must identify the City of Seminole as additional insured, with the City's address as 9199 113th Street N., Seminole, FL 33772.

All insurance policies shall be fully performable in Pinellas County, Florida, and shall be construed in accordance with the laws of the State of Florida.

All insurance policies to be provided by MASTER PLAN CONSULTANT pursuant to the terms hereof must expressly state that the insurance company will accept service of process in Pinellas County, Florida and that the exclusive venue for any action concerning any matter under those policies shall be in the appropriate state court situated in Pinellas County.

- 5.3 The acceptance by CITY of any Certificate of Insurance pursuant to the terms of this Agreement evidencing the insurance coverages and limits required hereunder does not constitute approval or agreement by CITY that the insurance requirements have been met or that the insurance policies shown on the Certificates of Insurance are in compliance with the requirements of this Agreement.
- 5.4 Before starting and until completion of all Services required hereunder, MASTER PLAN CONSULTANT shall procure and maintain insurance of the types and to the limits specified in **Schedule E**, "Insurance Coverage", which is attached hereto and made a part hereof. MASTER PLAN CONSULTANT shall require each of its subconsultants and subcontractors to procure and maintain, until the completion of that subconsultant's or subcontractor's Services, insurance of the types and to the limits specified in **Schedule E**, unless such insurance requirement for the subconsultant or subcontractor is expressly waived in writing by CITY.
- 5.5 If any insurance provided pursuant to this Agreement expires prior to the completion of the Services required hereunder, renewal Certificates of Insurance and, if requested by CITY, certified, true copies of the renewal policies, shall be furnished to CITY thirty (30) days prior to the date of expiration.
- 5.6 Should at any time MASTER PLAN CONSULTANT not maintain the insurance coverages required in this Agreement, CITY may cancel the Agreement and any Work Authorizations issued pursuant to the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge MASTER PLAN CONSULTANT for such coverages purchased. If MASTER PLAN CONSULTANT fails to reimburse CITY for such costs within thirty (30) days after demand, CITY has the right to offset these costs from any amount due MASTER PLAN CONSULTANT under this Agreement. CITY shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company/companies used. The decision of CITY to purchase such insurance coverages shall in no way be construed to be a waiver of its rights under this Agreement.
- 5.7 MASTER PLAN CONSULTANT, its subconsultants and CITY shall waive all rights against each other for damages covered by insurance to the extent insurance proceeds are paid and received by CITY, except such rights as they may have to the proceeds of such insurance held by any of them.
- 5.8 All insurance companies from whom MASTER PLAN CONSULTANT obtains the insurance policies required hereunder must meet the following minimum requirements:

The insurance company must be duly licensed and authorized by the Department of

Insurance of the State of Florida to transact the appropriate insurance business in the State of Florida.

The insurance company must have been in such insurance business continuously for not less than five (5) years immediately prior to the date of execution of this Agreement.

The insurance company must have an A. M. Best policyholder rating of either “A+”, “A”, or “A-”.

The insurance company must have a current A. M. Best financial rating of “Class VI” or higher.

ARTICLE 6. - NOTICE

6.1 All notices required or made pursuant to this Agreement to be given by MASTER PLAN CONSULTANT to CITY must be in writing and must be sent by (a) registered or certified mail, and notice will be deemed to have been given on the date of acceptance; or (b) delivery (i.e., courier or other hand delivery), or overnight delivery, to the addresses below. Notice will be deemed to have been given on the day of delivery. If the day of notice is a Saturday, Sunday, or legal holiday, notice will be deemed to have been given on the first calendar day thereafter which is not a Saturday, Sunday, or legal holiday.

City of Seminole
Attention: City Manager
9199 – 113th Street North
Seminole, Florida 33772

With a copy to:

City Clerk

MASTER PLAN CONSULTANT
[address]
[address]

6.2 Either party may change its address of record by written notice to the other party given in accordance with requirements of this Article.

ARTICLE 7. - MISCELLANEOUS

7.1 COMPLIANCE WITH LAWS; NON-DISCRIMINATION. The performance of this Agreement shall be in compliance with all applicable local, state and federal laws and regulations, including but not limited to the federal Health Insurance Portability and Accountability Act and Florida Worker Compensation Act. Additionally, the Provider agrees that when performing under this Agreement it and its agents shall refrain from discriminating against any person on the grounds of race, religion, color, disability, national origin, gender, age or marital status. MASTER PLAN CONSULTANT expressly acknowledges and agrees that it is responsible for complying with all such rules and regulations, including the Jessica Lunsford Act. Further, MASTER PLAN

CONSULTANT shall comply with any rules or regulations implemented by CITY in order to comply with the Jessica Lunsford Act.

- 7.2 MASTER PLAN CONSULTANT certifies that no person or subconsultant will be assigned to work on any work pursuant to this contract that pose any threat or risk of harm to the health, safety or welfare of any student, employee, guest, vendor or property of CITY. Further, MASTER PLAN CONSULTANT agrees to hold harmless CITY and its officials and employees from any and all claims, suits, damages, costs, or attorney fees incurred as a result of any harm done to any student, employee, guest, vendor or property of CITY by MASTER PLAN CONSULTANT'S employees or subconsultants assigned to do work pursuant to this contract.
- 7.3 CONFLICTS OF INTEREST/LIMITATION OF USE OF CITY STAFF AND ASSETS. The MASTER PLAN CONSULTANT'S staff assigned to provide the services under this Agreement shall not be permitted to utilize any CITY personnel, equipment, electronic systems or other CITY subcontractors to perform any work or project of any kind other than to assist in the performance of the services required by work assignment. Failure to strictly adhere to this provision shall be grounds for immediate termination of this Agreement. To ensure this restriction is complied with, neither the MASTER PLAN CONSULTANT, nor any of its staff assigned to perform the required services, shall engage in or have or hold any other employment or business relationship or interest which would create a conflict of interest between MASTER PLAN CONSULTANT'S duty to the CITY and the MASTER PLAN CONSULTANT or its agents, including the duty to refrain from use of public resources for private business.
- 7.4 ASSIGNMENT. This Agreement is not assignable, in whole or in part, by MASTER PLAN CONSULTANT without the prior written consent of CITY.
- 7.5 NO WAIVER. Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.
- 7.6 Immigration Compliance; E-Verify. MASTER PLAN CONSULTANT acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, U.S.C. § 1324, et seq., and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds for immediate termination of this Agreement. The MASTER PLAN CONSULTANT'S employment of unauthorized aliens is a violation of § 274(e) of the Federal Immigration and Employment Act. The MASTER PLAN CONSULTANT shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of this Agreement, and shall require the same verification procedure of any Subcontractors authorized by the CITY. Pursuant to Florida Statutes § 448.095(2), beginning January 1st 2021, MASTER PLAN CONSULTANT shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. If MASTER PLAN CONSULTANT enters a contract with a subcontractor, the subcontractor must provide the MASTER PLAN CONSULTANT with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and MASTER PLAN CONSULTANT shall maintain a copy of such affidavit for the duration of the

contract. If MASTER PLAN CONSULTANT develops a good faith belief that any subcontractor with which it is contracting has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) MASTER PLAN CONSULTANT shall terminate the contract with the subcontractor. If the CITY develops a good faith belief that MASTER PLAN CONSULTANT has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) CITY shall terminate this contract. Pursuant to Florida Statutes § 448.095(2)(c)(3), termination under the above-circumstances is not a breach of contract and may not be considered as such.

7.7 ATTORNEY FEES. In any action brought between the Parties to enforce or construe the terms of this Agreement, each Party shall bear its own attorneys' fees and costs, including any incurred on appeal, regardless of the resolution of the case or appeal(s).

7.8 NO THIRD-PARTY BENEFICIARY. This Agreement is for the benefit of the Parties and their respective successors and permitted assigns, and it is not the intent of the Parties to enter this Agreement for any other person's or entity's benefit.

7.9 PUBLIC RECORDS. The MASTER PLAN CONSULTANT agrees to comply with the Florida Public Records Act, as applicable, including, but not limited to Florida Statutes § 119.0701. Documents which are considered public records under Florida law may include, but are not limited to: records related to the entry, management and implementation of this AGREEMENT; emails/correspondence between the CITY and the MASTER PLAN CONSULTANT related to this AGREEMENT; emails or correspondence from all other entities related to this AGREEMENT (i.e., subcontractors, suppliers, vendors, etc.); billing and related documents; plans or other documents that may be necessary, reports, etc.; subcontracts; and, all vendor invoices. The MASTER PLAN CONSULTANT agrees, to the extent required by law, to:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in performing the services of the AGREEMENT;
- b. Provide the public with access to the public records under the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided for by law;
- c. Ensure that the public records that are exempt or confidential, and exempt from public disclosure requirements, are not disclosed, except as authorized by law; and
- d. Meet all requirements for public records and transfer, at no cost, to the CITY, all public records in possession of the MASTER PLAN CONSULTANT, upon termination or completion of the AGREEMENT and destroy any duplicate public records that are exempt or confidential, or exempt from public

record disclosure requirements.

Furthermore, the MASTER PLAN CONSULTANT agrees that all records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY. The MASTER PLAN CONSULTANT shall promptly provide the CITY with a copy of any request to inspect or copy public records that the MASTER PLAN CONSULTANT receives and a copy of the MASTER PLAN CONSULTANT'S response to each request. The MASTER PLAN CONSULTANT understands and agrees that failure to provide access to the public records is a material breach of this AGREEMENT and grounds for termination.

IF THE MASTER PLAN CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE MASTER PLAN CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT clerk@myseminole.com.

THE MASTER PLAN CONSULTANT ACKNOWLEDGES THAT THE CITY OF SEMINOLE CANNOT AND WILL NOT PROVIDE LEGAL OR BUSINESS ADVICE TO THE MASTER PLAN CONSULTANT WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. THE MASTER PLAN CONSULTANT ACKNOWLEDGES THAT IT WILL NOT RELY ON THE CITY OR ITS CITY ATTORNEY TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE AND THAT MASTER PLAN CONSULTANT HAS BEEN ADVISED TO SEEK PROFESSIONAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS AGREEMENT.

7.10 HEADINGS. The headings of the Articles, Sections, Schedules and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such Articles, Sections, Schedules and Attachments.

7.11 MERGER. This Agreement, including any Addenda and referenced Schedules and Attachments hereto, constitutes the entire agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matter set forth herein, and any such prior agreements or understanding shall have no force or effect whatever on this Agreement.

7.12 CONTRACT DOCUMENTS. The following documents are hereby incorporated into and made part of this Agreement:

1. RFQ No. 22-0406 including any addenda issued prior to response due date,
2. MASTER PLAN CONSULTANT'S responsive submission.

In the event that any term of the foregoing documents are in conflict and cannot reasonably be reconciled, this Agreement shall control, followed by the earlier listed document above.

7.13 REFERENCES. Unless the content of the Agreement otherwise clearly requires, references to the plural include the singular, the term “including” is not limiting and the terms “hereof,” “herein,” “hereunder” and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. Additionally, the parties hereto acknowledge that they have carefully reviewed this Agreement and have been advised by counsel of their choosing with respect thereto, and that they understand its contents and agree that this Agreement should not be construed more strongly against any party hereto, regardless of who is responsible for its preparation.

7.14 AUTHORITY TO EXECUTE. Each Party hereto covenants to the other Party that it has lawful authority to enter into this Agreement and that the Party’s representative executing same is authorized to do so on behalf of the Party.

7.15 This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

City of Seminole

[insert name of vendor]

Ann Toney-Deal, ICMA-CM
City Manager

[insert name and title of vendor’s officer]

SCHEDULE A

SCOPE OF SERVICES

Pursuant to the authority granted to it in *Florida Statutes* § 287.055(4)(d), the City of Seminole, a Florida municipal corporation, is interested in entering into a contract with a qualified and experienced Firm to provide professional services for the development of a Recreation Master Plan (RMP) not exceeding the dollar threshold limits pursuant to Section 287.055 *Florida Statutes* as amended from time to time.

The catalyst for this project is the City's Recreation Center, a 49,000 square foot Recreation and Aquatics complex, that is reaching the end of its useful life. To understand how to best meet the current recreational needs of residents and users, the City will complete a Master Plan to drive the design of a new or renovated Recreation Center.

The City also seeks to define future recreation needs for the community, which includes both residents and non-residents. The master plan will provide recommendations for the provision of facilities, programs and services, techniques for engaging new patrons, and utilization analysis.

The consultant will collect and analyze data to develop a clear and actionable plan to implement the priorities identified through the study, including identifying recommendations for program development for the next ten years. The consultant will work closely with City staff in preparing the Recreation Master Plan. The consultant will create a document for distribution to the public and present the document to the City Council for approval at a regularly scheduled Council meeting. The Comprehensive Recreation Master Plan will require the approval of the City Council to become a policy document, guiding service delivery over the next 10 years.

Anticipated Needs:

- Determine if existing facilities and fields (in City and greater Seminole area) are sufficient to service needs;
- Replacement, upgrades and/or enhancements to existing recreational facilities;
- Family oriented semi-passive areas; picnic area, small pavilions, passive and or nature parks;
- Maintenance enhancements; and
- Specialized programs and/or services.

This process includes developing a comprehensive inventory, an analysis of forecasted needs, and implementation strategies. Specific items to include in the study, but not limited to, are:

- Public Process and Community Engagement;
- Needs assessment to identify gaps and opportunities with respect to recreation facilities, programs, services, activities, events, and open spaces;
- Demographic Trends;
- Level of Service Analysis for Facilities, Programs, and Services;
- Action Plan with detailed recommendations based on the needs assessment, including ranking and prioritization; and
- A proposed timeline for the implementation of the Master Plan shall be provided.

In preparation of the Master Plan other relevant City, County, State and regional plans and policies should be reviewed and considered. These plans include, but are not limited to:

- Past Recreation Master Plan
- City of Seminole's Budget and Capital Improvements Plan
- Pinellas County's Unincorporated Seminole Youth Sports Master Plan
- Seminole Community Library programming.

The Master Plan shall be officially adopted by the City Council as the policy-making body and integrated into the Capital Improvements Plan and Annual Budget. The public input should be an integral part of the plan development process.

SCHEDULE B

PROJECT SCHEDULE

The entire process of the Recreation Master Plan, from inception to adoption by the City Council, should be completed within twelve months.

Additional content to be inserted by City staff after having negotiated an acceptable schedule of deliverables with the selected vendor.

SCHEDULE C
RATE SCHEDULE

Content to be inserted by City staff after having negotiated a flat rate for project scope.

SCHEDULE D

INSURANCE CERTIFICATES

Certificates to be provided by vendor prior to City's execution of agreement.

SCHEDULE E

INSURANCE COVERAGE

The amounts and types of insurance shall conform to the minimum requirements listed below. If MASTER PLAN CONSULTANT has any self-insured retentions or deductibles under any of the below listed minimum required coverages, MASTER PLAN CONSULTANT must identify on the Certificate of Insurance the nature and amount of such self-insured retentions or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles will be MASTER PLAN CONSULTANT’S sole responsibility.

Worker’s Compensation and Employers Liability Insurance shall be maintained by MASTER PLAN CONSULTANT during the term of this Agreement for all employees engaged in the work under this Agreement, in accordance with the laws of the State of Florida. The amount of such insurance shall not be less than:

Workers’ Compensation – Florida Statutory Requirements

Employers Liability -	\$500,000.00	Limit Each Accident
	\$500,000.00	Limit Disease Aggregate
	\$500,000.00	Limit Disease Each Employee

The insurance company shall waive its Rights of Subrogation against CITY.

Commercial General Liability Insurance, written on an “occurrence” basis, shall be maintained by MASTER PLAN CONSULTANT. Coverage, as provided by 1986 (or later) ISO commercial general liability form, shall include, but not be limited to, Bodily Injury, Contractual for this Agreement, Independent Contractors, Broad Form Property Damage, Personal Injury and Fire Legal Liability Coverages. If MASTER PLAN CONSULTANT provides any construction work, it must also include Products & Completed Operations, with the Completed Operations Coverage maintained for this Project for not less than five (5) years following completion and acceptance by CITY. Limits of coverage shall not be less than the following for Bodily Injury, including Death, Property Damage and Personal Injury Combined Single Limits:

General Aggregate	\$ 2,000,000.00
Products – Completed Operations Aggregate	\$ 2,000,000.00
Personal and Advertising Injury	\$ 1,000,000.00
Each Occurrence	\$ 1,000,000.00
Fire Damage (Any One Fire)	\$ 50,000.00
Medical Expenses per Person	\$5,000.00
Site Contract Specific Project Aggregate Limits	\$ same as above

The aggregate limits shall be separately applicable to this Project by use of an endorsement approved by CITY. Applicable deductibles or self-insured retention, not to exceed \$25,000.00, shall be the sole responsibility of MASTER PLAN CONSULTANT.

Automobile Liability Insurance shall be maintained by MASTER PLAN CONSULTANT as to CITYship, maintenance, and use, including loading and unloading, of all owned, non-owned, leased or hired vehicles with limits of not less than:

Bodily Injury, including Death & Property Damage Liability	\$1,000,000.00 Combined Single Limit Each Accident
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Umbrella Liability Insurance or Excess Liability Insurance shall not be less than \$ 1,000,000 each occurrence and aggregate. Coverage shall be excess of the Employers Liability, Commercial General Liability and Automobile Liability coverages required herein and shall include all coverages on a “following form” basis. Coverage shall drop down as primary on the exhaustion of any aggregate limit. The aggregate limits shall apply separately to this Project, and the specific project aggregate limits shall be evidenced by the use of an endorsement approved by CITY.

Professional Liability Insurance shall be maintained by MASTER PLAN CONSULTANT insuring its legal liability arising out of the performance of professional services under this Agreement. Such insurance shall have limits of not less than \$ 1,000,000 each claim and aggregate, and the MASTER PLAN CONSULTANT waives its right of recovery against CITY as to any claims under this insurance. Any deductible or self-insured retention applicable to any claim shall be the sole responsibility of MASTER PLAN CONSULTANT and shall not be greater than \$25,000 each claim. MASTER PLAN CONSULTANT must continue this coverage for a period of not less than five (5) years after completion of its services to CITY. The policy retroactive date will always be prior to the date services were first performed by MASTER PLAN CONSULTANT for CITY, and the date will not be moved forward during the term of this Agreement and for 5 years thereafter. MASTER PLAN CONSULTANT shall promptly submit Certificates of Insurance providing for an unqualified written notice to CITY of any cancellation of coverage or reduction in limits, other than the application of the aggregate limits provision. In addition, as provided in this Agreement, MASTER PLAN CONSULTANT shall also notify CITY by certified mail, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverages or limits received by MASTER PLAN CONSULTANT from its insurer. In the event of more than a twenty percent (20%) reduction in the aggregate limit of any policy, MASTER PLAN CONSULTANT shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy. MASTER PLAN CONSULTANT shall promptly submit a certified, true copy of the policy and any endorsements issued or to be issued on the policy if requested by CITY.

Valuable Papers. MASTER PLAN CONSULTANT shall purchase valuable papers and records coverage for plans, specifications, drawings, reports, maps, books, blueprints, and other printed documents in an amount sufficient to cover the cost of recreating or reconstructing valuable papers or records utilized during the term of this Agreement.

Project Professional Liability. If CITY notifies MASTER PLAN CONSULTANT that a project professional liability policy will be purchased, then MASTER PLAN CONSULTANT agrees to use its best efforts in cooperation with CITY and CITY’S insurance representative, to pursue the maximum credit available from the professional liability carrier for a reduction in the premium of

MASTER PLAN CONSULTANT'S professional liability policy. If no credit is available from MASTER PLAN CONSULTANT'S current professional policy underwriter, then MASTER PLAN CONSULTANT agrees to pursue the maximum credit available on the next renewal policy, if a renewal occurs during the term of the project policy (and on any subsequent professional liability policies that renew during the term of the project policy). MASTER PLAN CONSULTANT agrees that any such credit will fully accrue to CITY. Should no credit accrue to CITY, CITY and MASTER PLAN CONSULTANT, agree to negotiate in good faith a credit on behalf of CITY for the provision of project-specific professional liability insurance policy in consideration for a reduction in MASTER PLAN CONSULTANT'S self-insured retention and the risk of uninsured or underinsured consultants.

MASTER PLAN CONSULTANT agrees to provide the following information when requested by CITY or CITY'S Project Manager:

- a. The date the professional liability insurance renews.
- b. Current policy limits.
- c. Current deductibles/self-insured retention.
- d. Current underwriter.
- e. Amount (in both dollars and percent) the underwriter will give as a credit if the policy is replaced by an individual project policy.
- f. Cost of professional insurance as a percent of revenue.
- g. Affirmation that the design firm will complete a timely project errors and omissions application.

If CITY elects to purchase a project professional liability policy, MASTER PLAN CONSULTANT to be insured will be notified and CITY will provide professional liability insurance, naming MASTER PLAN CONSULTANT and its professional subconsultants as named insureds.

OCIP Option. Notwithstanding anything herein to the contrary, CITY reserves the right, at its sole election, to require any and all Projects to be performed under an CITY Controller Insurance Program ("OCIP"). In the event CITY elects to bring any particular Project within OCIP, such election shall be noted in the applicable Work Authorization for that Project. The OCIP may or may not include, at CITY'S sole election, any of the insurance to be maintained hereunder by MASTER PLAN CONSULTANT. MASTER PLAN CONSULTANT shall assist CITY in implementation of the OCIP for all such designated Projects, such assistance to include assisting CITY in calculating, negotiating and recovering the appropriate credits to be received by CITY.