



CITY OF SEMINOLE

ADDENDUM
TO
RFQ NO. 22-0520
RECREATION MASTER PLAN

TO: Potential Proposers
FROM: Becky Gunter, Recreation Director
DATE: May 4, 2022

PLEASE NOTE THE FOLLOWING INFORMATION REGARDING RFQ NO. 22-0520

Questions and answers, revised APPENDIX A: Professional Services Agreement.



Please return a signed original of this Addendum #1 with your RFQ package.

I have read and understand Addendum No. 1 to RFQ NO. 22-0520.

Signature: _____

Firm: _____

Typed Name and Title: _____

IT IS THE BIDDER'S RESPONSIBILITY TO CHECK THE WEBSITE FOR ADDENDUMS BEFORE SUBMITTAL.

Documents can be downloaded from www.demandstar.com or via the Public Notices section of the City's website: www.myseminole.com.

RFQ NO. 22-0520 ADDENDUM #1

May 4, 2022

1. What is the budget for the Recreation Master Plan?

The City Council has committed to using American Rescue Plan Act (ARPA) funds for this project and, therefore, has NOT identified the amount of ARPA funds to be appropriated for this purpose.

2. Based on the RFQ Qualifications on pg. 9 “Firms shall have completed at least two Recreation Master Plans for a government entity with infrastructure similar in scope, size, and complexity.”

Does this apply to the experience of the Prime firm only?

Yes, the primary Firm submitting the Statement of Qualifications should have completed at least two Recreation Master Plans of similar scope, size, and complexity.

If the firm has not completed at least two Recreation Master Plans of similar scope, size, and complexity, the City will still consider the Proposal under the following conditions:

- a.) The Project Manager / Project Lead being proposed by the Firm has completed in excess of two Recreation Master Plans of similar scope, size, and complexity.*
- b.) Written justification as to how the experience in item (a) meets the requirements.*

3. Page 9 of the RFQ, Section 4: Instructions for Statement of Qualifications states that a maximum of 25 pages will be allowed for this submittal. Will the title page, table of contents, cover letter, resumes, tab dividers, and required forms be excluded from this page limit?

Counted towards page limit:

- *Title page – NO, not counted towards page limit*
- *Table of contents - NO, not counted towards page limit*
- *Cover letter - YES*
- *Resumes - YES*
- *Tab dividers - NO, not counted towards page limit*
- *Required forms - NO, not counted towards page limit*

4. Please see revised EXHIBIT A: PROFESSIONAL SERVICES AGREEMENT.

EXHIBIT “A”

AGREEMENT FOR MASTER PLANNING SERVICES

BETWEEN

THE CITY OF SEMINOLE, FLORIDA

and

[Name of Selected Vendor]

AGREEMENT FOR MASTER PLANNING SERVICES

TABLE OF SCHEDULES

Schedule A:	Project Scope
Schedule B:	Project Schedule
Schedule C:	Rate Schedule
Schedule D:	Insurance Certificates
Schedule E:	Insurance Coverage

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 TERMINATION. MASTER PLAN CONSULTANT shall be considered in material default of this Agreement and such default will be considered cause for CITY to terminate this Agreement, in whole or in part, as further set forth herein, for any of the following

reasons: (a) failure to begin work under the Agreement within the times specified, or (b) failure to properly and timely perform the services to be provided hereunder or as directed by CITY, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by MASTER PLAN CONSULTANT or by any of its principals, partners, officers, or directors, or (d) failure to obey laws, ordinances, regulations or other codes of conduct, or (e) otherwise materially breaches this Agreement. CITY may so terminate this Agreement, in whole or in part, by giving MASTER PLAN CONSULTANT ten (10) business days written notice.

- 3.3 If, after notice of termination of this Agreement as provided for in paragraph 3.2 above, it is determined for any reason that MASTER PLAN CONSULTANT was not in default, or that its default was excusable, or that CITY otherwise was not entitled to the remedy against MASTER PLAN CONSULTANT provided for in paragraph 3.2, then the notice of termination given pursuant to paragraph 3.2 shall be deemed to be the notice of termination provided for in paragraph 3.4 below and MASTER PLAN CONSULTANT'S remedies against CITY shall be the same as and limited to those afforded MASTER PLAN CONSULTANT under paragraph 3.4 below.
- 3.4 Notwithstanding anything herein to the contrary, CITY shall have the right to terminate this Agreement, in whole or in part, without cause upon ten (10) business days written notice to MASTER PLAN CONSULTANT. In the event of such termination, MASTER PLAN CONSULTANT'S recovery against CITY shall be limited to that portion of MASTER PLAN CONSULTANT'S compensation earned through the date of termination and any costs reasonably incurred by MASTER PLAN CONSULTANT that are directly attributable to the termination, but MASTER PLAN CONSULTANT shall not be entitled to any other or further recovery against CITY, including, but not limited to, anticipated fees or profit on services not required to be performed.
- 3.5 Upon termination, MASTER PLAN CONSULTANT shall deliver to CITY all papers, records, documents, Auto CADD files, drawings, calculations, models, and other materials in MASTER PLAN CONSULTANT'S possession or control arising out of or relating to this Agreement.
- 3.6 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.
- 3.7 The term of this Agreement shall be for one (1) year starting from the Effective Date and shall not extend beyond such date except upon the mutual written consent of the Parties hereto.

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. These Certificates 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 or self-insurance program carried by CITY applicable to this Agreement.

52 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 or self-insurance program 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 or self-insurance program carried by CITY applicable to this Agreement.

The Certificates of Insurance, which are to be provided pursuant to paragraph 5.1 above, must identify the specific project name, as well as the site locations and addresses contemplated by Schedule A hereto.

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.

53 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.

54 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.

- 55 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.
- 56 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.
- 57 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.
- 58 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. MASTER PLAN CONSULTANT'S contract with the CITY cannot be extended unless, at the time of extension, MASTER PLAN CONSULTANT certifies in writing to the CITY that it has registered with and uses the E-Verify system. 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.