

**SIDEWALK AND BICYCLE FACILITY MASTER
PLAN**

RFP NO. 2021-02



**REQUEST FOR PROPOSALS
CITY OF SAFETY HARBOR
COMMUNITY DEVELOPMENT DEPARTMENT**

June 7, 2021

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CITY OF SAFETY HARBOR

Section A Sidewalk and Bicycle Facility Master Plan

REQUEST FOR PROPOSALS (RFP) PROCEDURES

The City of Safety Harbor, Florida is soliciting proposals from qualified firms with extensive experience in the preparation of sidewalk and bicycle facility master plans.

Sealed RFPs:

Please submit four (4) copies of the proposal in a sealed envelope, clearly identified as:

**REQUEST FOR PROPOSALS
RFP NO. 2021-02
“SIDEWALK AND BICYCLE FACILITY MASTER PLAN”
3:00 PM WEDNESDAY, JULY 7, 2021**

Proposals should be mailed or otherwise delivered to:

**City of Safety Harbor
Karen Sammons, City Clerk
750 Main Street
Safety Harbor, FL 34695**

Responses to this RFP are **due** no later than **3:00 pm, Wednesday, July 7, 2021**. Any responses to this RFP received after that date and time will be considered late and shall not be opened or considered. Any individual requiring special assistance must notify the City Clerk’s Office in writing 48 hours in advance of the due date so that arrangements can be made.

SECTION B

SIDEWALK AND BICYCLE FACILITY MASTER PLAN

SCOPE OF PROFESSIONAL SERVICES

Overview

The City of Safety Harbor, Florida is in Pinellas County along the northwest edge of Old Tampa Bay. The City collects multimodal impact fees based on Pinellas County Ordinance No. 16-21, as amended. The City has numerous sidewalk and bicycle facilities. Safety Harbor's Bayshore Trail is part of a regional trail system that connects to the Ream Wilson Trail in Clearwater and the Courtney Campbell Trail between Clearwater and Tampa. In 2017, the City worked with Forward Pinellas to conduct a walkability audit that led to a City of Safety Harbor Walkability Audit Report. Several pedestrian facilities and safety improvements were programmed as a result of the audit.

The City desires to retain the services of a professional consultant with extensive experience with multimodal transportation planning, engineering design, and capital project cost estimating to prepare a sidewalk and bicycle facility master plan with a prioritized list of projects and cost estimates.

For further information about the City of Safety Harbor, you may visit our website (<http://www.cityofsafetyharbor.com/>).

SECTION 1. GENERAL SCOPE STATEMENT

The scope of services for the Safety Harbor Sidewalk and Bicycle Facility Master Plan is as follows:

1. *Documents to Consultant* – City staff will provide the Consultant a flash drive with the 2005 sidewalk inventory, trail and bicycle route maps, Transportation Element, Downtown Master Plan, adopted Capital Improvement Program, 2017 City of Safety Harbor Walkability Audit Report, and the Forward Pinellas Long Range Transportation Plan.
2. *Document Review* – The Consultant will review the provided documents.
3. *Virtual Kick Off Meeting* – The Consultant will meet with the City Manager, Community Development Director, Public Works Director, and Engineering Director to review the project scope.
4. *Site Visit* – The Consultant will visit existing pedestrian and bicycle facilities within the city as identified by staff.
5. *Draft Methodology Statement* – The Consultant will prepare a memorandum summarizing the proposed methodology for prioritizing sidewalk and bicycle facility projects.
6. *Virtual Meeting* - The Consultant will meet with the City Manager and department directors to discuss the methodology statement and will make any adjustments, as needed, based on the meeting.

7. Presentation – The Consultant will prepare a PowerPoint presentation for upcoming workshops.
8. Public Outreach – The Consultant will work with staff on a public outreach campaign to include a public survey and other measures to obtain feedback from the public. Staff will assist with tracking the results of said public outreach campaign. Staff will create and maintain a webpage on the city’s website for the project.
9. Advisory Board Meetings – Staff will introduce the draft master plan, present the draft methodology, announce the survey and obtain feedback at the Planning and Zoning Board, Diversity Advisory Board, and Parks and Recreation Advisory Board meetings. Meeting minutes will be provided to the Consultant.
10. City Commission Workshop – The Consultant will introduce the draft master plan at a City Commission meeting, present the draft methodology, and obtain feedback.
11. Draft Master Plan Preparation – The Consultant will prepare the draft master plan to include the methodology, prioritized project list, cost estimates for each project, and the basis of the estimates. The plan should include maps depicting the locations of the proposed improvements.
12. Draft Plan Review- Staff will review the draft master plan and provide comments to the Consultant.
13. Staff Virtual Meeting – The Consultant will meet with the City Manager and department directors to discuss final comments.
14. Final Master Plan – The Consultant will update the draft master plan to address comments.
15. Presentation – The Consultant will prepare a PowerPoint presentation for the City Commission workshop.
16. Additional Staff Virtual Meeting – The Consultant will meet with the City Manager and department directors to prepare for the City Commission meeting.
17. City Commission Meeting – The Consultant will attend one (1) City Commission meeting to present the master plan.

SECTION 2: SUBMISSION REQUIREMENTS

Respondents should provide the following:

1. Qualifications – A statement of its qualifications to provide experience with the multi modal transportation planning, engineering design, and capital project cost estimating and related services in accordance with the specific tasks listed in Section 1.

2. *Project Team* - Identification of the specific consultants to be assigned to this project, their roles, a summary of their individual qualifications and experience, and detailed resumes for each.
3. *Project Approach* - A general description of respondent's approach to Sidewalk and Bicycle Facility Master Plan and a detailed task plan that addresses the scope of services.
4. *Fee and Time for Completion*
 - a. A fee proposal to conduct the Sidewalk and Bicycle Facility Master Plan identifying total hours and fee by task and for the total project.
 - b. Identify a schedule of hourly rates for the assigned consultants.
 - c. A statement as to the expected calendar time that will be required for completion of the Plan.
5. *Innovative Techniques or Methodology* - A discussion of any innovative techniques or methodology that you will use in this plan that have a proven history of providing responsive and cost effective results on similar studies.
6. *Client References* – Client references for the firm and the individual consultants to be assigned to the project. Include name, title, organization, address, and telephone number.

SECTION 3. MASTER PLAN DELIVERABLES

1. The Consultant shall provide a draft methodology statement (Section B 1, Item 5) in Word by e-mail.
2. The Consultant shall provide a workshop presentation (Section B 1, Item 7) in PowerPoint by e-mail.
3. The Consultant shall provide a draft Master Plan in Word format and estimates in excel (Section B 1, Item 10).
4. The Consultant shall provide one final Master Plan in Word format and estimates in excel (Section B 1, Item 15).
5. The Consultant shall provide a final presentation (Section B 1, Item 16) in PowerPoint by e-mail.
6. The Consultant shall attend up to four (4) virtual meetings with staff, one (1) site visit, one (1) City Commission workshop, and one (1) City Commission meeting.

SECTION 4. SELECTION PROCESS

In order to ascertain which proposal and organization best meets the needs of the City, each proposal will be independently evaluated, according to prescribed evaluation criteria found in Appendix A, by an evaluation committee of qualified City staff. In the event that presentations are deemed necessary, respondents will be contacted in order to schedule a mutually agreeable date and time for the presentation. The evaluation committee does not have authority to award the contract. Only the City Commission has the authority to award the contract.

It is anticipated that a final decision on the firm to be selected will be made on August 16, 2021. All respondents will subsequently be contacted and advised of the Commission's decision.

Upon award, the selected respondent and the City shall be deemed to have entered into the *Agreement for Consultant Services*, attached as **Appendix B**. This document establishes the contract that will be created upon award and should be thoroughly understood prior to submission of a proposal in response to this RFP.

SECTION 5. TIME SCHEDULE

The time schedule is provided below:

<u>Date</u>	<u>Event</u>
June 7, 2021	RFP released
July 7, 2021	RFP proposals due
July 23, 2021	Proposals reviewed by City staff
July 27, 2021	Presentations from shortlisted Respondents (if requested)
August 16, 2021	City Commission authorizes award
August 20, 2021	Staff provides Consultant Notice-To-Proceed and background documents
September 17, 2021	Consultant completion of Scope items 1-5 (Documents to Consultant, Document Review, Virtual Kick Off Meeting, Site Visit, Draft Methodology Statement)
October 1, 2021	Consultant Scope items 6-8 (Virtual Meeting, Presentation, Public Outreach Discussion)
October – November, 2021	Staff presentations at Board meetings and Public Outreach
November 1, 2021	Consultant Scope item 10 (City Commission Workshop)
December 17, 2021	Consultant Scope item 11 (Consultant submits draft master plan)
January 19, 2022	Consultant Scope item 12-13 (Staff reviews draft master plan and virtual meeting)
February 17, 2022	Consultant provides final master plan
March 21, 2022	City Commission meeting

SECTION 6. COST OR PRICE SUMMARY

Respondent shall complete and submit a fee proposal as provided for in Section 7, Part E of this RFP.

SECTION 7. PROPOSAL REQUIREMENTS

Proposals shall be based on the above scope of services. Any modifications to or deviations from the scope of services shall be specifically stated in the response. Please review this RFP carefully to ensure your understanding of all City requirements prior to developing your proposal.

Please submit the following information in your proposal (in the order shown below) to assist in the selection process.

- Part A. A summary of your firm's proposed work plan, approaches to the project, and understanding of the project requirements.
- Part B. Why your firm is best qualified to provide the desired services.
- Part C. An exhibit showing the individuals comprising the project team. In conjunction with this, please provide a listing of similar projects handled by this project team. Provide at least three (3) recent client references, including name of jurisdiction, name of contact and telephone number.
- Part D. An exhibit showing your firm's ability to comply with the Time Schedule. If you cannot meet the Time Schedule, identify the time required to complete the work outlined in this RFP.
- Part E. Fee proposal for performance of the services requested by this RFP. The City does not intend that fee proposals submitted for this solicitation will be the total and final fee for this project, nor does the City intend this to be a bidding situation for professional services. The City understands that adjustments in the scope of services may be required. The City does intend that a fee proposal submitted as a result of this solicitation will be considered as part of the basis for selection of a Consultant but may choose, in its sole and absolute discretion to negotiate fees with the successful respondent. The fee proposal should include not-to-exceed costs for the plan and should include all travel, food, and lodging costs, and other out-of-pocket costs, as these will not be reimbursed separately.
- Part F. Any modifications in the City's scope or project emphasis that would, in your professional judgment, better serve the intent of the project.
- Part G. Other information for consideration.

Each firm is asked to follow the above format in structuring its proposal. Back-up information (i.e., resumes, certifications, etc.) is welcome as a part of Part "G" (at your option).

Please also Provide a recent sample Multi Modal Master Plan completed for a similar public entity.

- Part H. Appendix C - Proposal Form
 Appendix D – Sworn Statement on Public Entity Crimes

Part I. Exceptions to, or variances from, any portion of this solicitation, shall not be considered unless the proposer specifically identifies them in this section of its proposal. Exceptions are, however, strongly discouraged and may not be accepted by the City.

SECTION C GENERAL CONDITIONS

Respondents are required to submit proposals upon the conditions expressed in these instructions. In the case of a conflict between these General Conditions and the specific conditions set forth in Section B, the specific conditions shall control. The provisions of this RFP will be incorporated into any resulting contract as if every detail of the RFP Documents were stated therein. The “RFP Documents” shall constitute all documents released by the City as a part of this RFP, including any addenda released following the initial issuance of this RFP.

1. RESPONDENT’S ABILITY:

It is the intent of the City to award a contract for this work to a respondent whose experience, skill, and financial resources are fully equipped to the task of prosecuting the work in a rapid and satisfactory manner, and successfully completing it within the time limit set. Upon request by the City, any respondent shall be prepared to submit an attested statement of his or her ability, financial status, and history.

2. PROHIBITED INTERESTS

No Member of or Delegate to Congress, City Commissioner, or City Employee shall be permitted any share or benefit that may arise from this RFP. No official, employee, architect, attorney, engineer, or inspector authorized by the City to exercise any legislative, executive, supervisory, or other similar functions in connection with this RFP shall become directly or indirectly interested personally in this RFP, or the resulting contract or in any part thereof, or to any subcontract, insurance contract, or any other contract pertaining to the services sought by this RFP.

3. RESPONDENT'S OBLIGATION OF EXAMINATION

All of the conditions known to affect the performance of the work have been described in the RFP Documents. Upon written request within the time period for questions, additional information pertaining to existing conditions in the possession of the City will be provided to the Respondents. However, this information is furnished as a service and the correctness of such information is not guaranteed as to accuracy and completeness.

Respondents are required to examine the RFP Documents and any other information that may be on file in the offices of the City. Ignorance of conditions that may exist, or of conditions or difficulties that may be encountered under this RFP as a result of a failure to make the necessary examinations and investigations will be accepted as an excuse for any failure or omission on the part of the selected respondent to fulfill in every detail all the requirements of the RFP Documents or will be accepted as a basis for any claims whatsoever for extra compensation.

4. BASIS UPON WHICH PROPOSALS ARE SOLICITED AND AWARDED

Proposals are solicited on the basis of the evaluation criteria set forth in Appendix A to this RFP.

Award of the contract will be to the respondent who has submitted the most responsive and responsible proposal as determined by the City Commission, in its sole and absolute discretion. The City Commission's decision will be final. The City reserves the right to informally negotiate certain points of the final contract with a qualified respondent.

5. LAWS TO BE OBSERVED

The act of submitting a proposal in response to this RFP shall constitute an agreement by the respondent that it has made itself familiar with, and shall at all times observe and comply with federal, state, and local laws, ordinances, codes, and regulations, which may bear on the services procured by this RFP. No plea of misunderstanding will be considered on account of ignorance thereto. The Respondent shall indemnify and save harmless the City and all of its officers, agents, employees, or representatives from all suits, actions, or claims arising from or based on the violation of any such laws, ordinances, codes, and regulations, whether by itself, its employees, subcontractors, or agents.

6. PREPARATION OF PROPOSALS AND SIGNATURE BY AUTHORIZED REPRESENTATIVES

The respondent's proposal shall be submitted as required by the RFP Documents in accordance with these instructions. The proposals must be complete in every detail. All unit item costs must be stated in numerical figures, the total cost for each unit item quantity calculated and stated in numerical figures, the lump sum stated in numerical figures, and the grand total for all items proposed computed and stated in numerical figures. The City reserves the right to correct any apparent error resulting from erroneous multiplication or addition before awarding a contract.

An authorized representative of the company shall complete and sign the Proposal Form as set forth in Appendix C.

A corporation or other company or entity must name the state of incorporation and specify whether it is authorized to do business in the State of Florida. The proposal must be signed in the name of, and under the seal of, the corporation, by a duly authorized officer or agent of the corporation. Such officer or agent must present legal evidence that they have lawful authority to sign the proposal and that the signature is binding upon the corporation and that the corporation has a legal existence. In the event that any corporation, organized and doing business under the laws of any foreign state, is awarded this RFP, such corporation shall present evidence that it is registered and authorized to do business in the State of Florida.

7. REJECTION OF PROPOSALS AND WAIVER OF IRREGULARITIES

The City reserves the right to reject any or all proposals at any time in its sole and absolute discretion. Nothing contained herein shall be deemed to give any respondent a property interest in this RFP or any expectation of an award.

The City further reserves the right to waive any irregularity, variance or informality, whether technical or substantial in nature, and to accept or reject any part of a proposal, in its sole and absolute discretion.

8. INQUIRIES AND ADDENDA

Each respondent shall examine the RFP Documents. Any inquiries, suggestions, or requests concerning interpretation, clarification, or additional information pertaining to this RFP shall be made in writing to the City's Community Development Director by June 21, 2021.

Marcie Stenmark
750 Main Street
Safety Harbor, FL 34695

Phone: 727-724-1555 ext. 1702
Email: mstenmark@cityofsafetyharbor.com

The City shall not be responsible for oral interpretations given by any City employee, representative, or others, other than the City's Community Development Director. The issuance of a written addendum is the only method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this RFP, the City will attempt to notify all prospective respondents who have requested a copy of the RFP. However, it shall be the responsibility of each respondent, prior to submitting a response, to contact the City of Safety Harbor's Community Development Department (727-724-1555) to determine if addenda were issued and to make such addenda a part of the response.

9. INSURANCE REQUIREMENTS

A. General

As part of its proposal, the respondent shall provide evidence of the following described insurance. These insurance requirements shall not limit the liability of the respondent. The City does not represent these types or amounts of insurance to be sufficient or adequate to protect the respondent's interests or liabilities, but are merely minimums.

If requested by the City, the respondent shall furnish complete copies of the respondent's insurance policies, forms and endorsements. Except for workers' compensation, the respondent's insurance policies shall be endorsed to name the City as an additional insured to the extent of the City's interests arising from this contract or agreement.

The respondent's deductibles/self-insured retention shall be disclosed and may be disapproved by the City. They shall be reduced or eliminated at the option of the City. The respondent is responsible for the amount of any deductible or self-insured retention.

Submitting certificates or other documentation of insurance or policies or copies of policies which indicate less coverage than required does not constitute a waiver or alternation of the minimum required amounts set forth below.

B. Coverage and Limits:

i. Commercial General Liability

Respondent shall maintain Commercial General Liability insurance with minimum limits of \$1,000,000 per claim and \$1,000,000 per occurrence, written on an occurrence basis. All insurance policies shall be from responsible companies duly authorized to do business

in the State of Florida and have a minimum rating of "A-" as assigned by AM Best. The City shall be named as an additional insured on such policy(ies) and shall be given thirty (30) days' written notice of cancellation, non-renewal, or adverse change to any policies.

Respondent shall, at the request of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

Coverage A shall include premises, operations, products and completed operations, independent vendors, contractual liability covering this agreement or contract, and broad form property damage coverage.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

ii. Business Auto Liability

Respondent shall maintain Business Auto Liability insurance with minimum limits of \$500,000 per claim and \$500,000 per occurrence, written on an occurrence basis. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have a minimum rating of "A-" as assigned by AM Best. The City shall be named as an additional insured on such policy(ies) and shall be given thirty (30) days' written notice of cancellation, non-renewal, or adverse change to any policies.

Business Auto Liability coverage is to include bodily injury and property damage arising out of operation, maintenance or use of any auto, including owned, non-owned, and hired automobiles and employee non-ownership use.

iii. Workers Compensation Coverage

The respondent shall purchase and maintain workers' compensation insurance for all workers' compensation obligations imposed by state law and employers liability limits of at least \$100,000 each accident and \$100,000 each employee, \$500,000 policy limit for disease.

The respondent shall also purchase any other coverage required by law for its employees.

iiii. Professional Liability (errors and omissions) Coverage

Professional liability (errors and omissions) insurance with minimum limits of \$500,000 per claim and \$500,000 per occurrence, written on an occurrence basis. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have a minimum rating of "A-" as assigned by AM Best. The City shall be named as an additional insured on such policy(ies) and shall be given thirty (30) days' written notice of cancellation, non-renewal, or adverse change to any policies.

C. Insurance of the Respondent Primary

Insurance required of the respondent shall be considered primary.

10. PUBLIC INSPECTION/EXAMINATION OF PROPOSALS

Proposals are public record under Florida law. However, Proposals will not be available for public inspection until such time as there is a notice of decision or intended decision of award or within thirty (30) days of the opening date, whichever is earlier, pursuant to § 119.071(1)(b)2, Florida Statutes. In the event the City decides to reject all proposals and determines to reissue the competitive solicitation, proposals will not be available for public inspection until the City notices an intended decision concerning the reissued solicitation, or twelve (12) months have passed from the initial rejection of all bids, pursuant to § 119.071(1)(b)3, Florida Statutes. Respondents shall clearly mark each page of its proposal that contains trade secrets or other information which the Respondent believes is exempt from disclosure pursuant to Article I, Section 24 of the Florida Constitution and Chapters 119 and 286, Florida Statutes (commonly referred to as the “Sunshine Laws”). If a Responder fails to clearly mark such information, or marks its entire proposal as a confidential trade secret, the City will be under no obligation to treat such information as confidential or exempt under the Sunshine Laws. Evaluation and disclosure of information marked according to the requirements of this section will be determined by the City in its sole and absolute discretion and in accordance with the Florida laws, rules and regulations.

11. Acceptance of Proposals

The signed proposal shall be considered an offer on the part of the Respondent; such offer shall be deemed accepted upon award of the contract by the City Commission. Upon award, Respondent and City shall execute the contract set forth in Appendix B.

APPENDIX A

SIDEWALK AND BICYCLE FACILITY MASTER PLAN

The criteria that will be evaluated and their relative weights are:

Evaluation Criteria	Points
Consultant experience with the multi modal transportation planning, engineering design, and capital project cost estimating (minimum of 5 years of experience)	30
Qualifications of the Project Team	30
Project approach, methodology and satisfactory schedule for completion	20
References: Three (3) required	10
Cost of proposal	10

APPENDIX B

AGREEMENT

This Agreement (“Agreement”) is entered into on this ___ day of _____, 2021 by and between **the City of Safety Harbor, Florida**, a municipal corporation whose address is 750 Main Street, Safety Harbor, Florida 34695 (the “City”) and _____, a _____ with its principal place of business located at _____ (“Contractor”)(collectively “the Parties”).

WHEREAS, the City issued a request for proposals, RFP 2021-02, from interested parties regarding a Sidewalk and Bicycle Facility Master Plan on June 7, 2021 (the “RFP”); and

WHEREAS, the Contractor timely submitted a response to the RFP on _____, 2021 (the “Contractor’s Response”); and

WHEREAS, the City Commission awarded this Agreement to the Contractor at its duly held public meeting on _____, 2021 (the “Effective Date”) for an amount not to exceed \$ _____ (the “Contract Total”); and

WHEREAS, the Parties wish to memorialize the terms and conditions of their agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. RECITALS – The above recitals are true and accurate and incorporated into this Agreement by reference.

2. DOCUMENTS – “Contract Documents” shall mean and refer to this Agreement, the RFP, and any exhibits attached thereto including all duly executed addenda (collectively attached hereto as **Exhibit “A”**), and Contractor’s Response (attached as **Exhibit “B”**). All of the foregoing documents are incorporated herein by reference and made a part of this Agreement. In interpreting the Contract Documents and resolving any ambiguities or conflicts between the Contract Documents, this Agreement shall control, followed by Exhibit A, and finally Exhibit B.

3. CONTRACT TERM - The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect until the Work (as defined below) is fully and finally completed to the satisfaction of the City (the "Contract Term").

4. CONTRACT TIME. Contractor shall begin Work upon the City issuing the Purchase Order or a “Notice to Proceed” to Contractor and shall perform the Work in accordance with the Time Schedule set forth in the RFP (“Contract Time”).

5. SCOPE OF WORK – Contractor shall perform all work and services set forth in the RFP in accordance with all specifications, requirements, and conditions set forth in the Contract Documents (the “Work”). Contractor acknowledges that it has read all specifications for the Work and understands them. The Parties acknowledge and agree that the scope of services for the Work is a general guide of the minimum requirements and is not intended to be a complete or comprehensive list of all requirements necessary to complete the Work. Contractor shall provide

services of first quality, and all Work must be in accordance with customary standards of the various trades and industries involved in the Work. Contractor shall enforce strict discipline and good order among its employees, subcontractors, representatives, agents, and any others carrying out the Work. Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. The City will communicate directly with Contractor and shall have no authority to direct, oversee, or instruct Contractor's employees, subcontractors, or materialmen, or any other individuals performing work on the Work. The City specifically reserves the right to contract with other entities for the Work described in the Contract Documents or for similar work if it deems, in its sole and absolute discretion, such action to be in the City's best interest.

6. COMPLIANCE WITH LAWS - Contractor shall be solely responsible for compliance with all federal, state, county, and local laws, rules and/or regulations, and lawful orders of public authorities including those set forth in this Agreement and that, in any manner, could bear on the Work and Contractor's services under the Contract Documents. Omission of any applicable laws, ordinances, rules, regulations, standards or orders from the Contract Documents shall not relieve Contractor of its obligations to comply with all laws fully and completely. Upon request, Contractor shall furnish to the City certificates of compliance with all such laws, orders and regulations. Contractor shall be responsible for obtaining all necessary permits and licenses required for performance and completion of the Work.

7. CHANGES TO WORK – The Contract Documents may only be modified by written agreement of the Parties. The City Manager, or his designee, is authorized to make changes to this Agreement, but only if such change is in writing, is within the scope of the Work, and does not serve to increase the Contract Total, the Contract Time, or change the scope of services. If any change would cause an increase or decrease in the Contract Total or Contract Time, Contractor shall notify the City within ten (10) days in writing. In the case of an increase to the Contract Total or Contract Time, the written notice shall state in all capital, bold letters that the City's written order would result in an increase in the Contract Total and/or Contract Time and shall include a statement outlining the reasons for the change, a complete description of the change, and a detailed description of products to be purchased and any back-up detail and documentation supporting the request. Such notice must be submitted and approved by the City Commission at a duly noticed public meeting prior to performing any work or incurring any costs for any work contemplated by a change which would increase the Contract Total or Contract Time. Contractor shall not be entitled to any compensation for such work unless and until approved by the City Commission. Notwithstanding the foregoing, nothing in this clause shall excuse Contractor from proceeding with the Agreement except for those changes which would increase the Contract Total. Any instructions, written or oral, given to Contractor by someone other than the City Manager that represent a change in the work related to the Work or any of its terms, will not be considered as an authorized change. If Contractor proceeds with additional work prior to such approval or without providing the notice required herein strictly in accordance with the terms of this subsection, Contractor shall not receive any compensation for such work.

8. PAYMENT – In consideration of Contractor's faithful performance of the Work, the City agrees to pay Contractor up to the Contract Total for work performed in accordance with this Agreement. All invoices shall be submitted in accordance with the Florida Prompt Payment Act, section 218.74, Florida Statutes. All payments shall be due on the date established by the Florida Prompt Payment Act. In the event of a disputed invoice, only that portion so contested will be withheld from payment and the undisputed portion shall be due and payable on the terms set forth herein. The City is tax exempt and will provide its tax exempt certificate upon request.

9. NON-APPROPRIATION - In the event the City, in its sole discretion, determines that sufficient budgeted funds are not available to appropriate for payments due to Contractor under this Agreement, the City shall notify Contractor of such occurrence and this Agreement shall terminate on the last day of the current fiscal period without any penalty or expense to the City.

10. DELAY IN PERFORMANCE – Time is of the essence. If the Work and all deliverables associated therewith are not received on time, the City may cancel the unfilled portion of this Agreement for cause, purchase substitute requirements elsewhere, and recover from Contractor any increased costs and damages thereby incurred by the City. Notwithstanding the foregoing, the City may, in its sole discretion, suspend the work or any portion thereof by written notice to Contractor. If such suspension would cause a delay in performance, Contractor shall provide notice to the City in accordance with subsection (d) below.

- a. *Force Majeure.* Neither party shall be liable for its non-performance or delayed performance if caused by Force Majeure. Force Majeure shall be defined as a fire, flood, act of God, war, terrorism, riot, national emergency, sabotage, civil disturbance, strike, labor dispute, pandemic, epidemic, governmental act, law, ordinance, rule, order or regulation, or events which are not the fault or are beyond the control of the party, provided that the Parties stipulate that Force Majeure shall not include the novel coronavirus Covid-19 pandemic which is ongoing as of the date of the execution of this Agreement. For the avoidance of doubt, Force Majeure shall not include (1) financial distress or the inability of either party to make a profit or avoid a financial loss; (2) changes in market prices or conditions; or (3) a party’s financial inability to perform its obligations hereunder. The obligations of the party affected by the event of Force Majeure (the “Affected Party”) shall be suspended, to the extent that those obligations are affected by the event of Force Majeure, from the date the Affected Party first gives notice in respect of that event of Force Majeure until cessation of that event of Force Majeure (or the consequences thereof). The Affected Party shall use commercially reasonable efforts to resume, with the shortest possible delay, compliance with obligations under this Agreement. Upon the cessation of the event of Force Majeure, the Affected Party shall promptly give notice to the other party of such cessation. If an event of Force Majeure shall continue for more than thirty (30) consecutive calendar days, then the other party shall have the right to terminate this Agreement without penalty.
- b. *Unavoidable Delay.* If the work on the Work is unavoidably delayed and Contractor has provided notice in accordance with subsection (d) below, the City may, in its sole discretion, extend the time for completion for a determined number of days of excusable delay. A delay is unavoidable only if the delay was not reasonably expected to occur in connection with or during Contractor’s performance; was not caused directly or substantially by negligent errors, omissions, or mistakes of Contractor, its subcontractors, or its suppliers or their agents; was substantial; and, in fact, caused Contractor to miss delivery dates and could not adequately have been guarded against. No extension of work shall extend the Contract Time, unless set forth in writing and approved by the City Commission.
- c. *No Damages for Delay.* Contractor shall not be entitled to any claim for damages on account of hindrances or delays in the work from any cause whatsoever, including any delays or hindrances caused by the City. This paragraph shall include,

but not be limited to, any actions which result in delays in scheduling, changes to the Work, or increases in the costs of performing the work under the Contract Documents.

- d. *Notification of Delay.* Contractor shall provide written notice to the City in accordance with this Agreement if Contractor has, or should have, knowledge that an event has occurred which will delay completion of the Work. Failure to submit the notice of claim strictly in accordance with the provisions of this Agreement shall bar any claim of Contractor.

11. TERMINATION - This Agreement may be terminated with or without cause in accordance with the provisions below. Upon termination of this Agreement, however terminated, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, specifications and reports prepared or provided by or on behalf of Contractor in connection with this Agreement shall become the property of the City, whether the Work is completed or not, and shall be delivered to the City within fifteen (15) days of the receipt of notice of termination, however terminated. The City may withhold any payments due to Contractor until Contractor complies with the provisions of this Agreement.

- a. *Without Cause.* For and in consideration of \$10.00, if the City determines that it is in its best interest to do so, the City may terminate this Agreement without cause upon thirty (30) days' written notice to Contractor. Any such termination shall be without any penalty or expense to the City. If the City terminates this Agreement pursuant to this subsection, Contractor shall promptly submit to the City its costs to be paid on work performed in accordance with the Contract Documents up to the time of termination. If Contractor has any property belonging to the City in its possession, Contractor shall account for the same and dispose of it as directed by the City or return it to the City.

- b. *With Cause.* The City may terminate this Agreement with cause at any time immediately upon written notice to Contractor, if: (1) Contractor fails to fulfill or abide by any of the terms or conditions specified in the Contract Documents; (2) Contractor fails to perform in the manner called for in the Contract Documents; or (3) Contractor does not provide services in accordance with the requirements of the specifications in the Contract Documents. In its sole discretion, the City may allow Contractor an appropriately short period of time in which to cure a defect in performance or non-performance. In such case, the City's written notice of termination to Contractor shall state the time period in which cure is permitted and other appropriate conditions, if applicable. Contractor may terminate this Agreement for cause if the City fails to fulfill or abide by any duties or conditions specified in the Contract Documents, provided that Contractor must first provide notice of the alleged breach to the City and give the City thirty (30) days' written notice to cure the alleged breach. If the City cures the alleged breach or is making a good faith effort to cure said breach during the thirty (30) day cure period, Contractor may not terminate this Agreement. In the event that the City elects to waive its remedies for any breach by Contractor of any covenant, term or condition of the Contract Documents, such waiver by the City shall only be valid if set forth in writing and shall not limit the City's remedies for any succeeding breach of that or of any other term, covenant, or condition of the Contract Documents.

12. REPROCUREMENT UPON TERMINATION - If this Agreement is terminated by the City for cause, in addition to all other remedies, Contractor shall be liable for all expenses incurred by the City in reprocurring elsewhere the same or similar items or services offered by Contractor.

13. NOTICE OF CLAIM – In the event that Contractor has any controversy, claim or dispute arising out of or related to the Contract Documents, whether such claim or dispute involves a claim by Contractor for additional time, delay, compensation for a change order, any increase in the Contract Total or extension of the Contract Time, or otherwise, Contractor shall present a written Notice of Claim to the City within five (5) days of Contractor’s knowledge, whether actual or whether Contractor should have known, of the controversy, claim, dispute or the facts out of which the controversy, claim or dispute arises. This written Notice of Claim must specifically indicate, in bold type, on the face of the notice, that it is a Notice of Claim, and whether part of the dispute is over Contractor seeking additional time, compensation or both. Additionally, Contractor must set forth in the Notice of Claim the nature of the controversy, claim or dispute, including all necessary facts. Contractor shall provide to the City any documentation supporting Contractor’s claim or position within twenty (20) days of providing the Notice of Claim. Contractor shall be deemed to have waived any claim which Contractor fails to present to the City within the time frames stated herein or in the manner provided in this subsection. Any change in the Contract Total or Contract Time, and any claim for additional compensation must be approved by the City Commission. Contractor shall not be entitled to any additional compensation, an increase in the Contract Total or an increase in the Contract Time unless and until approved by the City Commission. If Contractor proceeds with any work without said approval or without complying strictly with the procedures set forth in this subsection, it does so at its own risk.

14. INDEMNITY – Contractor agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorneys’ fees in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, relief, or loss of use, arising out of the execution, performance, nonperformance, or enforcement of this Agreement, or resulting from activities in any way connected to this Agreement, whether or not due to or caused by the negligence of the City, its commissioners, mayor, officers, employees, agents and attorneys. Contractor’s liability hereunder shall include all attorneys’ fees and costs incurred by the City in the enforcement of this indemnification provision. This indemnification provision includes claims made by any employees of Contractor against the City and Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive the termination of this Agreement and shall not be limited by any amount of insurance required to be obtained or maintained under this Agreement. Nothing contained herein shall be construed as a waiver of any immunity or limitation of liability the City may be entitled to under the doctrine of sovereign immunity or Section 768.28, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement, however terminated, and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

15. PUBLIC RECORDS – Pursuant to section 119.0701, Florida Statutes, for any tasks performed by Contractor on behalf of the City, Contractor shall: (a) keep and maintain all public records, as that term is defined in chapter 119, Florida Statutes (“Public Records”), required by the City to perform the work contemplated by this Agreement; (b) upon request from the City’s custodian of public records, provide the City with a copy of the requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed

the costs provided in chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion or termination of this Agreement, if Contractor does not transfer the records to the City in accordance with (d) below; and (d) upon completion or termination of this Agreement, (i) if the City, in its sole and absolute discretion, requests that all Public Records in possession of Contractor be transferred to the City, Contractor shall transfer, at no cost, to the City, all Public Records in possession of Contractor within thirty (30) days of such request or (ii) if no such request is made by the City, Contractor shall keep and maintain the Public Records required by the City to perform the work contemplated by this Agreement. If Contractor transfers all Public Records to the City pursuant to (d)(i) above, Contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements within thirty (30) days of transferring the Public Records to the City and provide the City with written confirmation that such records have been destroyed within thirty (30) days of transferring the Public Records. If Contractor keeps and maintains Public Records pursuant to (d)(ii) above, Contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology of the City. If Contractor does not comply with a Public Records request, or does not comply with a Public Records request within a reasonable amount of time, the City may pursue any and all remedies available in law or equity including, but not limited to, specific performance.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Telephone number: (727) 724-1555 x 1406

E-mail address: ksammons@cityofsafetyharbor.com

Mailing Address: 750 Main Street, Safety Harbor, Florida, 34695

16. INSURANCE – Before beginning any work under this Agreement, and until final acceptance of the Work by the City, the Contractor shall procure and maintain comprehensive general liability insurance, at Contractor's sole expense, with minimum limits of \$500,000 per occurrence and \$1,000,000 aggregate for bodily injury liability and minimum limits of \$500,000 per occurrence and \$1,000,000 aggregate for property damage liability. The City shall be named as an additional insured on all such policies. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy filed by the Insurance Services Office. Proof of insurance, including a certificate of insurance showing the City as an additional insured on all required policies, must be provided to the City prior to beginning any work under this Agreement.

17. ASSIGNMENT – The rights and obligations of Contractor may not be transferred, assigned, sublet, mortgaged, pledged or otherwise disposed of or encumbered in any way without the City's prior written consent. Contractor may subcontract a portion of its obligations to other firms or parties but only after having first obtained the written approval of the subcontractor by the City. If Contractor's assignee or subcontractor fails to perform in accordance with the terms of

its assignment or subcontract, Contractor shall complete or pay to have completed the work which the assignee or subcontractor failed to complete at no additional cost to the City. In the event of any noncompliance by any assignee or subcontractors, Contractor shall be directly and wholly responsible for the noncompliance of its assignee or subcontractor and shall bear all attributable costs. Notwithstanding the foregoing, the City may assign its rights and obligations under the Contract Documents to any successor to the rights and functions of the City or to any governmental agency to the extent required by applicable laws or governmental regulations or to the extent the City deems necessary or advisable under the circumstances.

18. ATTORNEY’S FEES — In the event of legal action or other proceeding arising under this Agreement, the City shall be entitled to recover from Contractor all its reasonable attorneys’ fees and costs incurred by the City in the prosecution or defense of such action, or in any post-judgment or collection proceedings and whether incurred before suit, at the trial level or at the appellate level. This shall include any bankruptcy proceedings. The City also shall be entitled to recover any reasonable attorneys’ fees and costs incurred in litigating the entitlement to attorneys’ fees and costs, as well as in determining the amount of attorneys’ fees and costs due to the City. The reasonable costs to which the City will be entitled include costs that are taxable under any applicable statute, rule, or guideline, as well as costs of investigation, copying costs, electronic discovery costs, mailing and delivery charges, costs of conducting legal research, consultant and expert witness fees, travel expenses, court reporter fees and mediator fees, regardless of whether such costs are taxable under any applicable statute, rule or guideline.

19. NOTICES – All notices required or made pursuant to this Agreement shall be made in writing and sent by certified U.S. Mail, return receipt requested, addressed to the following:

If to the City:

Matthew Spoor, City Manager
City of Safety Harbor
750 Main Street
Safety Harbor, FL 34695

If to Contractor:

Attn: _____

With required copy to:
Nikki C. Day, B.C.S.
Bryant Miller Olive P.A.
One Tampa City Center, Suite 2700
Tampa, FL 33602

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this section.

20. ENTIRE AGREEMENT – The Contract Documents set forth the entire agreement between the Parties with respect to the subject matters covered by this Agreement and supersede all previous written or oral negotiations, agreements, bids, and/or understandings. There are no understandings, representations, warranties, or agreements with respect to the subject matter hereof unless set for explicitly in this Agreement.

21. MODIFICATIONS - This Agreement may not be amended or modified except in writing, executed by the Parties.

22. NO THIRD PARTY BENEFICIARIES - This Agreement is entered into solely for the benefit of the Parties and shall not be construed as a benefit to any third parties, including but not limited to the general public, constituents or citizens of the City, nor shall it be construed as enforceable by any third parties

23. CONTROLLING LAW AND VENUE – The Contract Documents shall be construed by and controlled under the laws of the State of Florida. The Parties consent to jurisdiction over them and agree that venue for any state action arising under the Contract Documents shall lie solely in the courts located in Pinellas County, Florida and for any federal action shall lie solely in the United States District Court, Middle District of Florida, Tampa Division.

24. WAIVER - No waiver of any default or failure to perform shall be valid unless set forth in writing by the waiving party and shall not constitute a waiver of any other default or failure to perform under the Contact Documents, or of any rights or remedies to which either party may be entitled to on account of any such default or failure to perform.

25. HEADINGS AND SECTION REFERENCES - The headings and section references in this Agreement are inserted only for the purpose of convenience and shall not be construed to expand or limit the provisions contained in such sections.

26. MUTUAL DRAFTING - This Agreement is the product of mutual drafting, each party having been represented by or having the opportunity to be represented by counsel, and therefore shall not be construed against either party.

27. SEVERABILITY – If any one or more of the provisions of the Contract Documents shall be held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby and the Contract Documents shall be treated as though that portion had never been a part thereof.

28. AUTHORIZATION – The Parties represent and warrant that each are authorized to enter into this Agreement without the consent and joinder of any other party and that the individuals executing this Agreement have full power and authority to bind their respective parties to the terms hereof.

29. COUNTERPARTS- This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument.

30. ELECTRONIC SIGNATURES- This Agreement may be executed by electronic signature technology and such electronic signature shall act as the Parties' legal signatures on this Agreement and shall be treated in all respects as an original handwritten signature.

IN WITNESS THEREOF, Contractor and the City have executed and delivered this Agreement as of the Effective Date.

CITY OF SAFETY HARBOR, FLORIDA

By: _____
Print Name: _____
Title: _____

Attest: _____
City Clerk

Approved as to form: _____
City Attorney

Agreed to and accepted by:

Signed in the presence of

CONTRACTOR

Printed Name: _____

By: _____
Print Name: _____
Title: _____

Printed Name: _____

APPENDIX C

**CITY OF SAFETY HARBOR, FLORIDA
PROPOSAL FORM**

**SIDEWALK AND BICYCLE FACILITY MASTER PLAN
RFP NO. 2021-02**

Firm Name

Home Office Address

City, State

Telephone Number

Address: Branch office servicing City of Safety Harbor (other than above)

Name, Title & Telephone No. of Contact Representative for City

The undersigned attests to his (her, their) authority to submit this Proposal and to bind the firm herein named to perform as per contract, if the firm is awarded the contract by the City.

Signature

Witness Signature

Typed Name & Title of Above Signatory

Witness Signature

APPENDIX D

**CITY OF SAFETY HARBOR, FLORIDA
SIDEWALK AND BICYCLE FACILITY MASTER PLAN**

RFP NO. 2021-02

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 _____
(Print name of the public entity)

by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is _____

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

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement). _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States including, but not limited to, any bid proposal, reply 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 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 the management of the entity.
- 6. Based upon 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 this 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 this 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 the 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 this 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 OFFICER 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 CALENDER YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before by means of (___) physical presence or (___) online notarization, this ____ day of _____, 2021, by _____, who (___) is personally known to me or (___) produced _____ as identification.

Notary Public
My commission expires: