City of North Port
Purchasing
4970 City Hall Boulevard
North Port, Florida 34286
Phone: (941) 429-7170

February 10, 2020

TO: PROSPECTIVE RESPONDENTS

RE: RFP NO. 2020-11 PROFESSIONAL ENGINEERING AND ARCHITECTURAL SERVICES FOR DESIGN OF FIRE RESCUE STATION 81 EXPANSION AND REMODEL

RFP DUE DATE: 2:00 PM, FEBRUARY 14, 2020 **ADDENDUM NO. 5**

Respondents are hereby notified that this addendum shall be made part of the above-named proposal and contract documents. The following changes to the above proposal are issued to modify, and/or clarify the proposal and contract documents (the deletions are as ~~**strikethroughs**~~ and additions as **underlined**). These items shall have the same force and effect as the original documents, and proposals to be submitted on the specified date shall conform with the additions, deletions and revisions as listed herein.

QUESTIONS/ANSWERS:

QUESTION #1: Would you please clarify this statement and whether it applies to the subconsultants in terms of references? "The Project Manager and the key design engineer(s)/architect(s) in the proposed project team must show relevant experience in two (2) referenced similar projects."

ANSWER #1: Yes, if the Project Manager or key design engineer(s)/architect(s) are subconsultants to the prime consultant they must show relevant experience in two (2) referenced similar projects.

CLARIFICATIONS:

CLARIFICATION #1: The evaluation criteria of "Litigation" is hereby removed from the RFP Evaluation form (see strikethroughs below). Respondents must still complete the Litigation Statement Form included in the RFP and advise the amount of liability insurance they carry as required in Tab 7.

THE FOLLOWING CRITERIA WILL BE VERIFIED BY PURCHASING AND PROVIDED AT THE EVALUATION MEETING:				
~~**LITIGATION – have you been named as a defendant or co-defendant in a lawsuit in the past five years**~~ ~~**If so, describe circumstances and outcome, including Case Number, Case Name and Court**~~	~~**0 or 1**~~		~~**X 1**~~	~~= 1 max~~
M W/VBE Certification A. Certified Minority Value of 3	**0 or 3**		**X 1**	= 3 max

B. Non-certified or N/A Value of 0				
			TOTAL POINTS	~~104~~**103 Max**
REMARKS: Litigation **has a point value of either 0 or 1. Minority, Women, and Veteran Owned Business Enterprise have a point value of either 0 or 3 – applies only to prime consultant and certificate must be submitted with proposal.**				

Firms are required to acknowledge receipt of this addendum on their proposal forms. All other terms and conditions of the original proposal and contract documents remain the same.

Justin M. Daly

Justin Daly
Contract Administrator I
Finance Department/Purchasing Division
4970 City Hall Blvd.
North Port, Florida 34286
Tel: 941.429.7102
Fax: 941.429.7173

E-mail: jdaly@cityofnorthport.com

Receipt of Addendum No. 5 shall be noted within the Proposal Form in the appropriate section.

End of Addendum No.5

City of North Port
Purchasing
4970 City Hall Boulevard
North Port, Florida 34286
Phone: (941) 429-7170

January 31, 2020

TO: PROSPECTIVE RESPONDENTS

RE: RFP NO. 2020-11 PROFESSIONAL ENGINEERING AND ARCHITECTURAL SERVICES FOR DESIGN OF FIRE RESCUE STATION 81 EXPANSION AND REMODEL

RFP DUE DATE: 2:00 PM, FEBRUARY 14, 2020 **ADDENDUM NO. 4**

Respondents are hereby notified that this addendum shall be made part of the above-named proposal and contract documents. The following changes to the above proposal are issued to modify, and/or clarify the proposal and contract documents (the deletions are as ~~**strikethroughs**~~ and additions as **underlined**). These items shall have the same force and effect as the original documents, and proposals to be submitted on the specified date shall conform with the additions, deletions and revisions as listed herein.

QUESTIONS/ANSWERS:

QUESTION #1: In addition to dividing the 330 up by Tab, as directed, do you also want it in its entirety in any particular Tab?

ANSWER #1: The 330 form may be divided up and used for each tab as required in the RFP, and does not need to be included in its entirety in a particular tab. All information requested in tabs 1 – 9 should be submitted in the proposal.

QUESTION #2: Do Subconsultants need to submit a full 330 or just Part II (Tab 2), and Part IE (Tab 3)?

ANSWER #2: A full 330 form is not needed for the proposed subconsultants. Only certain parts of the 330 form need to be completed for the Tabs/Sections of the RFP that specifically request subconsultant information.

CLARIFICATIONS:

CLARIFICATION #1: The dates listed on addendum numbers 1 – 3 inadvertently listed 2019. The following are the correct dates to be acknowledged on the proposal form:

Addendum No. 1: January 16, 2020.
Addendum No. 2: January 22, 2020.
Addendum No. 3: January 24, 2020.

Firms are required to acknowledge receipt of this addendum on their proposal forms. All other terms and conditions of the original proposal and contract documents remain the same.

Justin M. Daly

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Finance Department/Purchasing Division
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Fax: 941.429.7173

E-mail: jdaly@cityofnorthport.com

Receipt of Addendum No. 4 shall be noted within the Proposal Form in the appropriate section.

End of Addendum No.4

City of North Port
Purchasing
4970 City Hall Boulevard
North Port, Florida 34286
Phone: (941) 429-7170

January 24, 2019

TO: PROSPECTIVE RESPONDENTS

RE: RFP NO. 2020-11 PROFESSIONAL ENGINEERING AND ARCHITECTURAL SERVICES FOR DESIGN OF FIRE RESCUE STATION 81 EXPANSION AND REMODEL

RFP DUE DATE: 2:00 PM, FEBRUARY 14, 2020 **ADDENDUM NO. 3**

Respondents are hereby notified that this addendum shall be made part of the above-named proposal and contract documents. The following changes to the above proposal are issued to modify, and/or clarify the proposal and contract documents (the deletions are as ~~**strikethroughs**~~ and additions as **underlined**). These items shall have the same force and effect as the original documents, and proposals to be submitted on the specified date shall conform with the additions, deletions and revisions as listed herein.

QUESTIONS/ANSWERS:

QUESTION #1: Does the $3,338,665 budget include FFE?

ANSWER #1: No. However, appliances for the kitchen space(s) are included in this budgeted amount.

QUESTION #2: Can you please clarify the timeline for the completion of design, permitting, final plans and specifications? On page 20 of the RFP it states 180 days, while addendum number 2 states 6 – 9 months.

ANSWER #2: The design, permitting, final plans and specifications must be completed within 180 days of the written Notice to Proceed authorization as stated on page 20 of the RFP. Answer #2 in addendum number 2 is hereby revised as follows: "The estimated timeline for the engineering, architecture and design services is 6 ~~-9~~ months from award. The estimated timeline for the construction bidding phase is 3-4 months. After award of the construction contract the estimated timeline for final completion of the project is 18-24 months."

CLARIFICATIONS:

CLARIFICATION #1:
The most current and comprehensive feasibility study completed by DMK and Hall Architects dated August 31, 2018 is attached to this addendum for reference (37 pages).

CLARIFICATION #2:
A full set of station 81 drawings have been uploaded to the City's FTP site for reference. Please follow the link here: http://apps.cityofnorthport.com/ftpinfo/ and choose Purchasing from the drop-down menu. The drawings are titled "RFP 2020-11 Addendum No. 3, Station Drawings".

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

CLARIFICATION #3:
Fire Rescue Station 81 currently has an irrigation system that utilizes reclaimed water. It is not sized correctly and is failing. The City anticipates that the design services associated with this RFP will include the evaluation of this system and development of recommendations to either update the current system or install a new system for Station 81 property. The new system does not need to use reclaimed water.

Firms are required to acknowledge receipt of this addendum on their proposal forms. All other terms and conditions of the original proposal and contract documents remain the same.

Justin M. Daly

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E-mail: jdaly@cityofnorthport.com

Receipt of Addendum No. 3 shall be noted within the Proposal Form in the appropriate section.

End of Addendum No.3

CITY OF NORTH PORT
FIRE STATION NO. 81 EXPANSION
FEASIBILTY STUDY

AUGUST 31, 2018



DMK ASSOCIATES
ENGINEERS • SURVEYORS

HALLARCHITECTS
AA26000923
Phone 941/917-0883 www.hallarchitects.com

HALL ARCHITECTS

PA AA26000923

July 30, 2018

Scott Titus, Fire Chief
North Port Fire Rescue District
4980 City Center Boulevard
North Port, Florida 34286

Re: Feasibility Study
Proposed Alterations and Renovations to Fire Station 81

Dear Chief Titus,

Through DMK Associates' continuing services agreement with the City of North Port, Hall Architects has been asked to provide architectural design support to determine the feasibility for proposed alterations and renovations to Fire Station no. 81 located at 4980 City Center Boulevard in the City of North Port.

Based on our interviews with the staff and our tour of Station 81, we have compiled the following information on the current facility and the perceived needs to accommodate not only current needs but those of the future. We listened to your concerns, wants and needs as you described your current operations and expectations for growth. In addition, we reviewed similar fire houses recently constructed, taking note of the program areas provided and the amount of space allocated for those areas. Combined, these served as the basis for the proposed building program.

Hall Architects stands ready to assist North Port Fire Rescue in fulfilling its vision for an expanded facility, and offers the following feasibility study for your use.

Sincerely,

Gregory Hall, AIA
President

513 Central Avenue Sarasota, FL 34236
941/917-0883 Phone

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OVERVIEW

Originally named North Port Fire and Ambulance District, this special district was created by the North Port City Commission in 1983 and later renamed to its current title of North Port Fire Rescue District. The fire district covers Sarasota County's largest municipality, covering over 105 square miles. The fire department currently holds the highest ISO rating (1/1Y) with a response time of eight minutes or less, and has held this distinction since 2014.

In 2016, the Commission approved a 20 year interlocal agreement with Sarasota County Government and Sheriff for fire and medical dispatch. In addition to the agreement with Sarasota County for coverage from Station 26, North Port operates five stations with future plans to operate a station to serve the West Villages area.

The Ronald Coleman Fire Station was completed in 1998. Not only does it house Fire Station 81, but the Administration Headquarters for the North Port Fire Rescue District. Air Methods' Bayflite relocated from Dove Airfield to Fire Station 81 in 2012, and renewed its 3 year lease in 2016 for helipad and office space. Quick response times keep Bayflite on site.

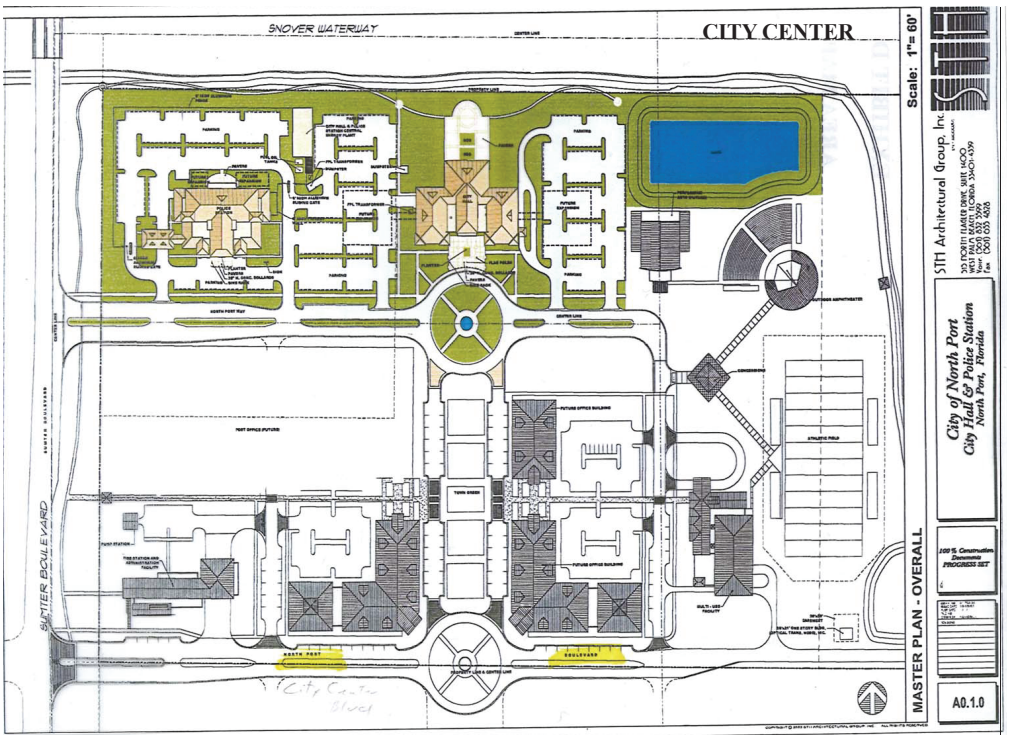
Current staff includes 10 Administrative personnel, and 6 Crew members. Additional personnel are needed in order to meet the growing demands of the expanding population of North Port. Immediate plans include the addition of 5 new Administration positions and 1 new Crew member. Long range forecasting predicts these additions should meet their operational needs over the next 20 years. No additional fire fighting vehicles or engines are to be housed at Fire Station 81 for the foreseeable future. The facility will continue to provide accommodations for the 5 members of the Bayflite staff.

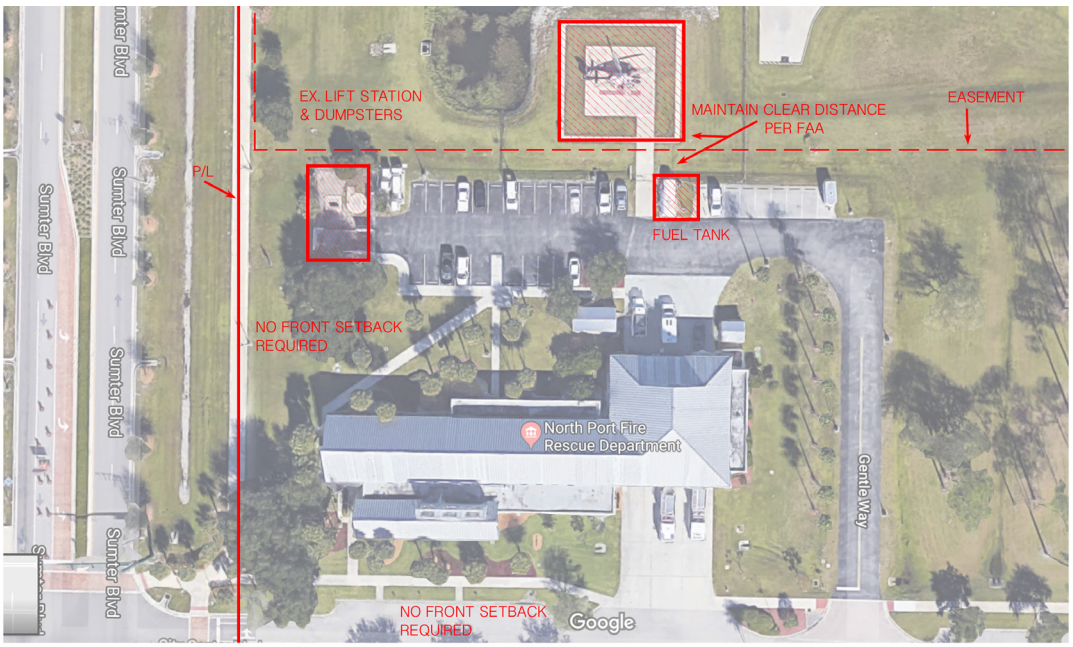
SITE

Fire Station 81 is located at the corner of Sumter Boulevard and City Center Boulevard. Its parcel spans from Sumter Boulevard to Rue S. Berryman Street, and from City Center Boulevard to the mid-point of Rue S. Berryman Street. Set within the City Center of Heron Creek Activity Center, all buildings are to reflect the architectural style of Key West. Proposed designs within Heron are required to be reviewed and approved prior to construction.

This parcel is zoned as Government Use (GU), with a property use of Municipal Government-Administration, set within the municipality of the City of North Port. Under GU designation, requirements for maximum density/intensity, minimum lot size, maximum lot coverage and minimum building size have been waived. The maximum building height per zoning is set at 70 feet.

The current entry drive into the fire station aligns with what will be the future access point to the property to the south. The drive's current location could be shifted to the east should the expansion plans for Station 81 necessitate, however the shift should not exceed 100 feet.





This zoning district has a zero lot line along City Center Boulevard and Sumter Boulevard, provided there is no encroachment to City right-of-way or easements. A 15 foot rear yard setback requirement occurs along the north edge of the property, and an easement is found along the north property line.

A dry retention stormwater system is currently in place to the west, along the frontage of Sumter Boulevard. It is recommended that any new plans avoid interfering with this system, as well as the existing lift station and dumpster enclosure.

Any future plans must also take into consideration current FAA requirements associated with the helipad and above grade fuel storage tank. Applicable guidelines for site lighting, area access control, signal beacon, and minimum separation, will need to be incorporated.

Charging stations are to be provided at the parallel parking spaces along City Center Boulevard dedicated for Fire Chief's and Deputy Chiefs' vehicles. Additional parking can be provided adjacent to the Station's entry drive, Gentle Way. A dedicated parking space for ambulance use adjacent to the helipad would assist with patient transfer to air lift, providing not only a safer path, but one that does not interrupt with vehicle circulation through the parking lot.

BUILDING IMAGE

While the Administrative Headquarters and Fire Station 81 are sited in an area of prominence in North Port's City Center, it is not easily identifiable as Fire Rescue. Its architecture is in keeping with the other public buildings within the Center creating a cohesive whole, but in doing so, loses its own face. It is hard to distinguish this building from any other office building.

On approaching the building, way finding becomes difficult. The main entrance to Administration is camouflaged with landscape and the entrance to Station 81 is utilitarian in nature. This lack of identifiable entries causes confusion for the visitor, and while the staff has become accustom to escorting visitors through the building to reach their intended destination, this is not an ideal situation. Ample green space surrounds the building, but lacks an overall design.



Gatherings such as retirement ceremonies are held outside, but with no real court yard or plaza, the gathering becomes as free form as the space. A designated area able to accommodate 25 to 50 guests is to be provided for such ceremonies. Incorporating important mementos such as statues, flag poles and other artifacts, will reinforce the ceremonial nature of the space.

Architecture, signage and landscape should be utilized to create an identity for the Fire Rescue facility, create a ceremonial court yard and provide way finding to recognizable entrances.

EXISTING CONSTRUCTION, CODE REQUIREMENTS

The current facility consists of masonry construction on a monolithic slab on grade, with a combination of flat and sloped roofs. The flat roofs consist of a roofing membrane over lightweight insulated concrete, supported by metal deck over bar joists. The sloped roofs are finished with standing seam metal roofing over wood sheathing, supported by wood trusses. The building is classified as construction "Type V, unprotected structure," and is protected throughout with a fully automatic fire sprinkler system. The building was designed to withstand 110 MPH wind speeds, meeting the requirements of the current code at that time (SBC 1994 edition). Sometime after construction, impact resistant storm grills were installed over all window openings.

Any new construction, or alterations to the current building, will be required to meet today's current code (Florida Building Code sixth edition – 2017). It is anticipated that any renovations to the current building will involve reconfiguration of space, the addition or elimination of a door or window, the reconfiguration or extension of any system, and/or the addition of new equipment, classifying the renovation as an Alteration Level 2. Should the renovation exceed 50% of the building area, or exceed more than 30% of the total floor and roof area in structural alteration, the work will be considered an Alteration Level 3, requiring all aspects of the current building be brought up to current code requirements. New construction is required to withstand wind speeds of 160 MPH, and be outfitted with impact resistant glazing.

Critical facilities in ASCE 7-10 are classified as Risk Category IV facilities. Risk Category IV, the highest risk category, includes buildings and structures that, if severely damaged, would reduce the availability of essential community services necessary to cope with an emergency. Risk Category IV buildings and structures include hospitals, police stations, fire stations, emergency communication centers, and similar emergency facilities. Any new construction at Station 81 will need to meet the requirements of Risk Category IV, including the use of doors and windows certified to withstand missile level E impact.

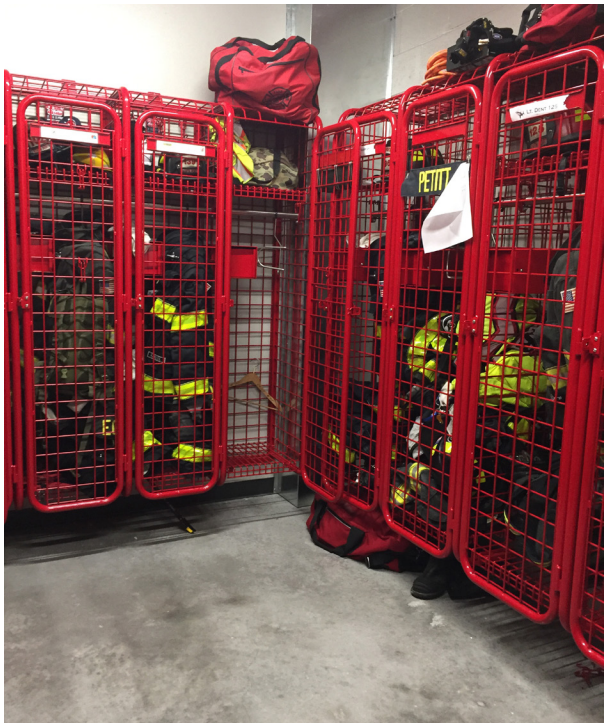
Should the renovated area of the existing facility exceed 50% of the current area classifying it as Alteration Level 3, the entire building will be required to be hardened to Risk Category IV standards. We expect that this can be accomplished with additional reinforcement and tie downs at the roof trusses, and the replacement of existing doors and windows with units certified to withstand missile level E impact.



NFPA RECOMMENDATIONS

Based on recent research, there is now an increased awareness of the contaminants the fire fighter is exposed to. Carcinogens through smoke and soot have always been present, but with fires involving man made materials, the resulting smoke can be laced with harmful cancer-causing agents. With renewed emphasis on protecting the long-term health of our fire fighters, importance has been placed on developing a strategy to contain the contaminants, separating the occupants and their gear from those contaminants, and limiting the migration of those contaminants through the facility.

The main point of entry for contaminants into the fire rescue station is the apparatus bay. Containing the contaminant and limiting the occupant's exposure to the contaminant is the goal. While much of this depends upon the operational procedures of the crew, such as proper cleaning of personal protection equipment, the physical layout of the building can also contribute. Introducing isolation zones and transition spaces within the building layout, exposure to the contaminant can be curtailed.



While previous thinking was to provide direct unobstructed paths of travel from the crew quarters into the apparatus bay, new strategies focus on controlling the entry into the apparatus bay. Introducing vestibules as air locks within those passages limits contaminants exposure to work and living areas. Providing a dedicated janitor's closet and cleaning supplies for the apparatus bay prevents the migration of contaminants by using a "single mop" throughout the station. Other spaces containing equipment storage, EMS storage, PPE and SCBA storage should be removed from the apparatus bay. Consolidating these spaces and providing them with independent ventilation systems will prevent cross contamination of the stored equipment.

Utilizing the building's layout to provide isolation zones around the apparatus bay and buffer it from other areas of the station, promotes the long-term health of the fire fighters.

SPACES

Requested Program Spaces for Expansion

The following program spaces were identified by staff as essential additions needed to meet the current and future growth of Administration Headquarters, Bayflite and Fire Station 81.

- Space required for incoming personnel
    - (2) Training officers — closed door office
    - Finance/Budget Manager — closed door office, with meeting space
    - QA/QI Coordinator — cubicle
    - Fire Inspector — cubicle
    - (2) floating positions — cubicle
- A second Training Room, with adjacent storage room
- Ample storage to retain documents for required time frame
- Bunk for additional crew member
- Provide appropriate apparatus space in line with current NFPA recommendations
- Briefing Room for use by Bayflite
- Day Room for use by Bayflite
- Go-Lockers for use by Bayflite
- Incorporate Bayflite outbuildings into permanent building
    - Mechanic Shop
    - Medical Storage
    - Oxygen Tanks
- Ten additional parking spaces
- Appropriately sized generator to provide emergency power for the entire facility

DESCRIPTION OF SPACES

Administration



- All Anchor positions require offices with closed doors, with Chief, Deputy Chiefs and Finance requiring office space to hold individual meetings. HIPAA standards and patient confidentiality must be maintained.

- Support staff are to be stationed in cubicles with high walls, to provide privacy and buffer sound, and should be positioned near the Anchor offices they serve, with easy access to central files.

- Fire Protection personnel should be grouped together. A walled area should be provided for this department, with work stations provided within. It should be positioned with easy access from the lobby as frequent meetings are held with the public. The Fire Marshal requires a private office with a closed door, and adjacent to the Plans Examiner and Inspectors work stations. Inspectors can be stationed in cubicles with high walls, to provide privacy and buffer sound. A small meeting area is to be provided for daily briefings, along with a Bluebeam work station and space for shared files and reference material.

- The Training Room acts as Command Center during emergency events, and is to be outfitted with additional outlets and data ports to provide support during such an event. Provide an adjacent storage room large enough to house either tables and chairs, or training equipment, as required.

- Copy/Work room to be provided with a large table for layout and assembling reports.

- Adequate storage, tailored to store its intended contents, is required. Individual secure storage rooms should be provided for Public Education materials, Office Supplies for the Fire Rescue District, and Uniforms for the crews. Central files should be stored in lockable lateral files, in ample quantity to maintain files on the premises for the required time duration.

Residential Quarters

Fire/EMS





- The Lieutenant requires a private office and adjacent bunk, adjacent to station entrance.
- A Reports Room requires a private office for staff to complete paperwork.
- A Fitness Room twice the size of the current, visible and adjacent to station entrance, and shared with Bayflite.
- Kitchen with adjacent Dining, able to seat 12, adjacent to private quarters. Provide an individual refrigerator and pantry for each crew and Bayflite.
- Dayroom to accommodate 6 seats, with stepped riser for the rear row. Located adjacent to private quarters, and shared with Bayflite.
- Individual private sleeping quarters are to be provided to house crew members. Each sleeping room is to be outfitted with a bunk bed or pull down upper berth, providing additional beds for use during emergency events. Three lockers (one for each shift) are required per sleeping room. Provide red light and ascending tone alarms for evening calls.
- Individual unisex bath rooms are to be provided.

Bayflite

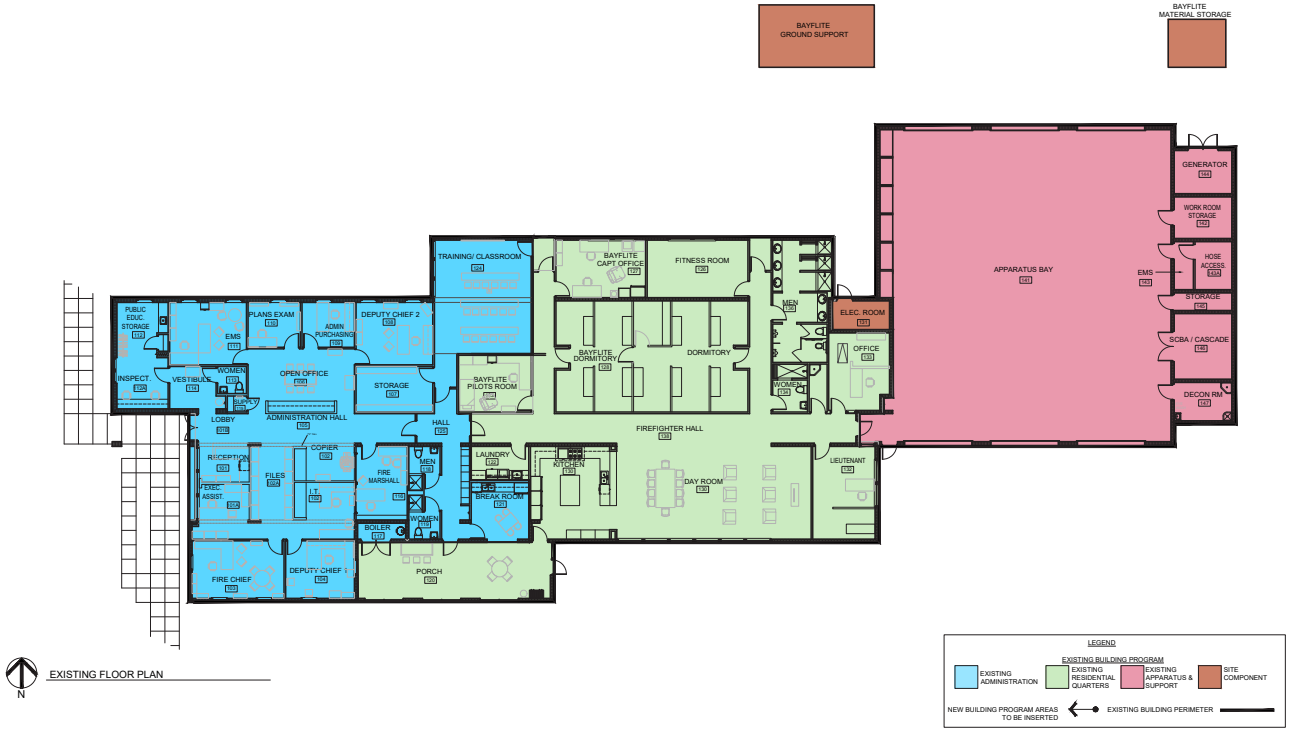


- The Supervisor requires a private office.
- Provide a Briefing Room with seating for 5, and space for 3 desks.
- Provide a Day Room/Break Room.
- The Pilot requires a private office, with adjacent bunk.
- Individual private sleeping quarters, with storage for personal items, are to be provided to house response staff.
- Individual unisex bath rooms are to be provided.
- Go-Lockers to be provided for gear, adjacent to exit, for easy access to equipment when responding to a call.

Apparatus

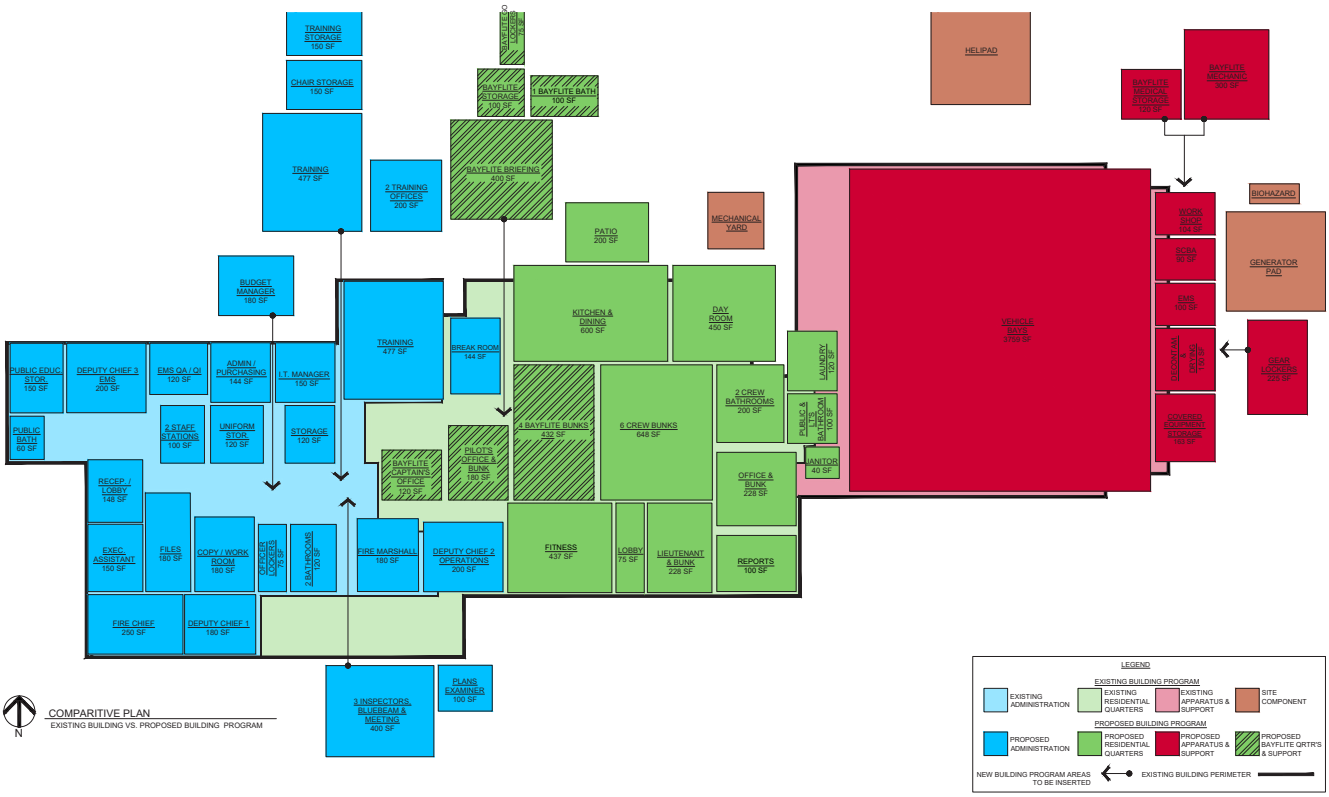
- Three vehicle bays, of the same size as currently in use. Isolate the vehicle bay from residential and work areas, personal protection equipment storage, SCBA equipment, ice machine and medical storage, using vestibules between the vehicle bay and these spaces.
- Decontamination Room, outfitted with extractor and drip drying area, floor sink, eye wash and exhaust.
- Gear Lockers, minimum of 21, for storage of personal protection equipment when not in use, ventilated, adjacent to Decontamination Room.
- Provide a SCBA Room, ventilated, and sized to house both refill stations and stored air tanks only. No other items are to be stored in this room.
- Provide secure storage room for EMS Medical Supplies.
- Provide a Work Shop outfitted with work bench and storage for hand tool.
- Provide Equipment Storage for turn out. Install appropriate storage for chain saws, portable fans and other necessary response equipment.
- Provide secure storage room for Bayflite Medical Supplies.
- Provide secure Mechanic Shop for Bayflite, with space for two tool chests, two work benches, two desks, and the ability to store a helicopter blade.
- Provide storage room for Oxygen Tanks for Bayflite.
- Current storage for fire hose nozzles is to be relocated to central storage at Station 84.





PROGRAMMING

Space planning and programming have been studied both through quantitative means and graphic representation. The matrix reflects this information, both existing and proposed, in numerical form, and is divided into three categories- Administration, Residential, and Apparatus. Similarly, the spaces depicted in the diagrams have been color coded per the same designations, and provides a spatial representation of the current spaces.



In reviewing the numbers, it appears that a 3,300 sq.ft. addition would meet the needs of this growing organization. But studying the program spatially, taking into account necessary adjacencies, we see that more space is required to accommodate the occupancies grouped within the facility.

Admin areas need to remain with Admin. Crew areas need to remain with Residential. While some activities can be separated from their group, most cannot. So as one group may grow into another's space, we not only displace that square footage, but that entire group's area. Allowing each entity to remain together and function efficiently serves as the overriding principle in organization for the new expansion for Fire Rescue.

With this principle in mind, we have developed some ideas as to how to accommodate the facility's growth, both as a vertical and a horizontal expansion.

PROGRAM SPACE MATRIX, EXISTING AND PROPOSED

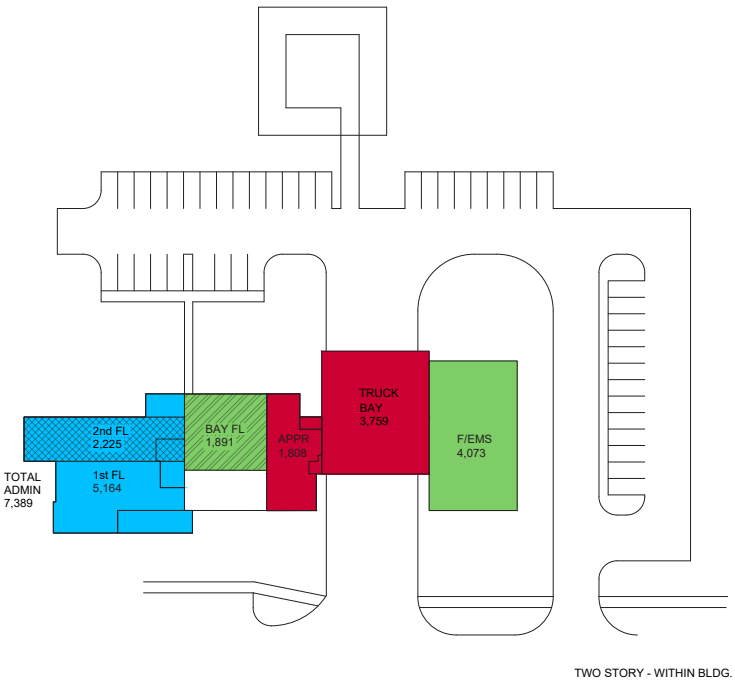
Plan ID	Category	Existing	Notes	Proposed	
	Administrative Group				
	Administrative Net Subtotal	**3647**		**5120**	
	Lobby	63		75	
	Reception	85		100	
	Training	477	1 training room	940	2 training rooms
	Trainer's officers			200	2 new personnel
	Training storage	152		150	training only
	Chair storage			152	for 2nd training room
	Fire Marshall	164		180	Private office
	Plans examiner	94		100	
	Inspectors	101	2 inspectors	400	2 existing + 1 new personnel
	Deputy Chief 3 - EMS	208		200	Battalion
	EMS QA/QI			120	new personnel
	Deputy Chief 1	172		180	
	Budget manager			180	new personnel
	Admin./Purchasing office	101		144	
	Staff stations	292		100	2 floating staff
	Uniform storage			120	
	Storage	20		120	Battalion supplies
	Copy / work room	90		180	includes collating area
	File room	134		180	
	Chief's office	230		250	
	Executive assistant	125		150	includes personnel files
	Public education storage	143		150	
	Deputy Chief 2 - Operations	208		200	
	I.T. Manager	147		150	includes work bench
	Open Office	292			
	Toilet & Showers	130	3 WC, 3 lavs 2 showers	180	3 WC, 3 lavs 2 showers
	Officer & additional lockers	75		75	
	Break room	144		144	
	Net to gross area	719		1009	
	Gross Area	**4366**		**6129**	
	Net to Gross factor	**19.7%**		**19.7%**	

Plan ID	Category	Existing	Notes	Proposed	
	Residential Group				
	Residential Net Subtotal	**4120**		**4758**	
	Bunk rooms	896	9 bunks w/ lockers	1080	6 fire & 4 Bayflite (108 sf each)
	Lieutenant's office & bunk	251		228	
	Office & Bunk	198		228	
	Pilot office & bunk	180		180	
	Bayflite Captain's office	224		120	
	Toilet & showers	381		400	4 WC, lavs & shower
	Bayflite briefing			400	
	Bayflite go-lockers			75	
	Kitchen & dining	676		600	
	Dayroom	448		450	
	Reports			100	
	Fitness room	252		437	
	Bayflite storage			100	
	Laundry	84		120	
	Janitor	38		40	
	Patio	492		200	
	Net to gross area	1044		1206	
	Gross Area	**5164**		**5964**	
	Net to Gross factor	**25.3%**		**25.3%**	

Plan ID	Category	Existing	Notes	Proposed	
	Apparatus Group				
	Apparatus Net Subtotal	**4485**		**5151**	
	Vehicle Bays	3759	3 bays 65' deep	3759	
	SCBA	164		90	
	Gear lockers	93	18 lockers, linear in bay	225	24 lockers
	Decontamination	96		150	includes drip dry
	EMS storage	40		100	
	Work Room / Storage	104		104	
	Equipment Storage	45		*163*	
	Load out			100	
	Biohazard waste			80	outside of building footprint
	Hose accessories	76			relocated to F.S. 84
	Bayflite medical storage	120	outbuilding	120	
	Bayflite mechanical shop	312	outbuilding	300	
	Generator	108		300	outside of building footprint
	Vending / Ice machine			40	
	Net to gross area	362		416	
	Gross Area	**4847**		**5567**	
	Net to Gross factor	**8.1%**		**8.1%**	

CONCEPT IDEAS, DESCRIPTIONS

Second story within building

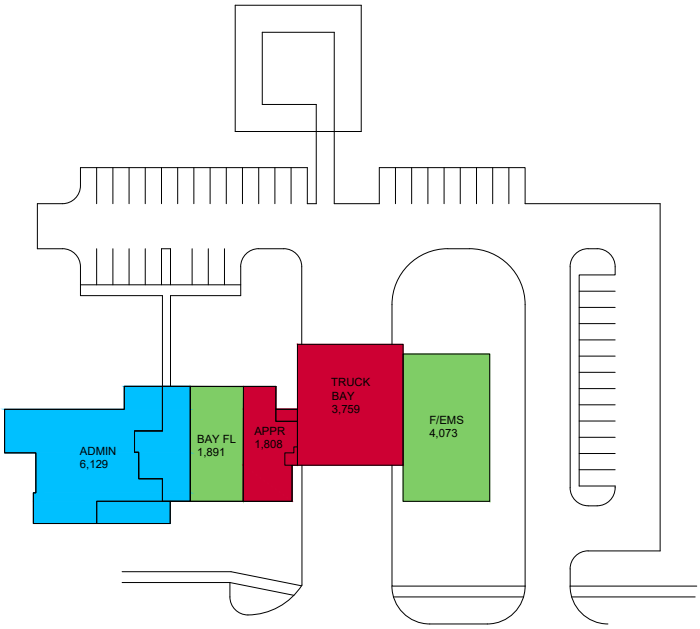


From the construction drawings for the existing facility, it appears that Admin was designed to carry a future second floor of 2,225 sq.ft. within the central bay under the gable roof. While the square footage the second floor would provide meets the additional area required by Admin, we need to look at the areas to be house on the second floor and recognize not only the space required for that activity, but the necessary adjacencies that support that activity.

Looking at the groupings, there are two candidates. The Training Rooms, their storage rooms and the offices for the Training Officers could be relocated to the second floor of Admin. Likewise the Fire Prevention personnel could reside upstairs, with space for the Inspectors, Fire Marshal, Plans Examiner, Bluebeam and their conference room. Both groups could function in this remote but adjacent location. In planning for this second floor location, space needs to be provided not only for the intended use, but for vertical circulation. Both an elevator and two egress stairs will need to be provided to access the second level. This circulation requires additional floor space, approximately 630 sq.ft., on both levels.

To build the second floor, a bearing wall would be constructed along the south side of the main corridor. Joists would be dropped in, spanning across the central bay. Structural members would need to be carried in and installed by hand. Working overhead within the existing building shell would render the Admin area unusable during construction. The resulting second floor would have a head height of 8’-0”. While this height is adequate, it would not result in an ideal space, especially for assembly areas such as the training rooms.

Considering the limited square footage that can be constructed within the confines of the central bay, the disruption to Admin operations, and the added expensed to provide vertical circulation, constructing the partial second floor above Administration as originally planned does not appear to be the best solution to meet the expanding needs of Administration Headquarters.



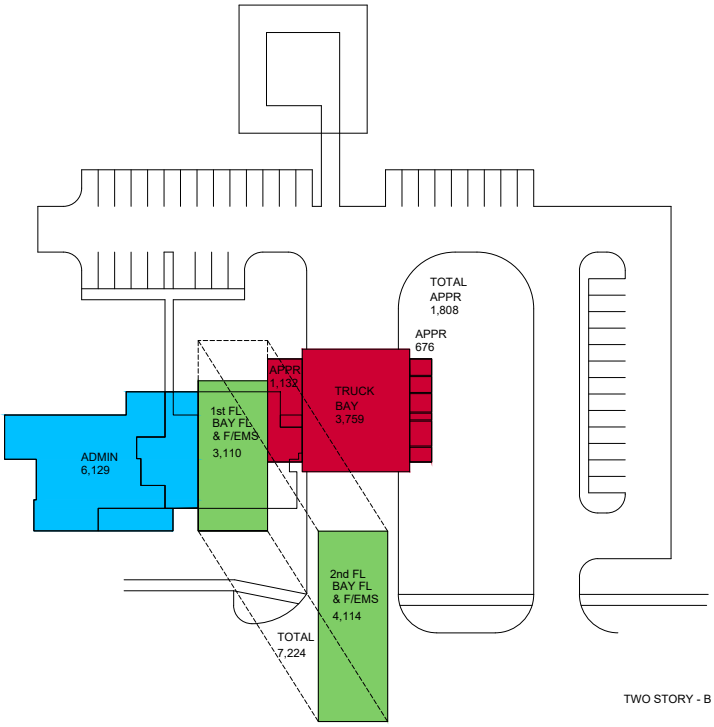
Horizontal Addition

To meet their expanding requirements, Administration could grow in a horizontal fashion within the existing building, migrating to the east. This migration would displace a portion of the crew's quarters shared by Fire, EMS and Bayflite. Of the current staff, Fire and EMS work under the same shift cycle. The Bayflite crew operates under a schedule of its own. Providing separate quarters for Bayflite and Fire/EMS seems to be an appropriate solution. Combined with their offices and briefing room, Bayflite could reside in a unified central location. Remaining space within the existing one story structure adjacent to the truck bay can be allocated to apparatus storage.

The displaced Fire and EMS crew could then be relocated to a new addition to the east. The single story addition would house the residential quarters for the crew, with public areas such as Fitness forward to the street, and more private areas located towards the rear. Shared spaces such as kitchen and dining are available for use by Bayflite personnel.

With this configuration, Fire Station 81 would enjoy an entrance of their own located in the new addition. With the increase of Admin along the south face of the building, it would be beneficial to relocate their lobby along this south face and create a main entrance that address the street.

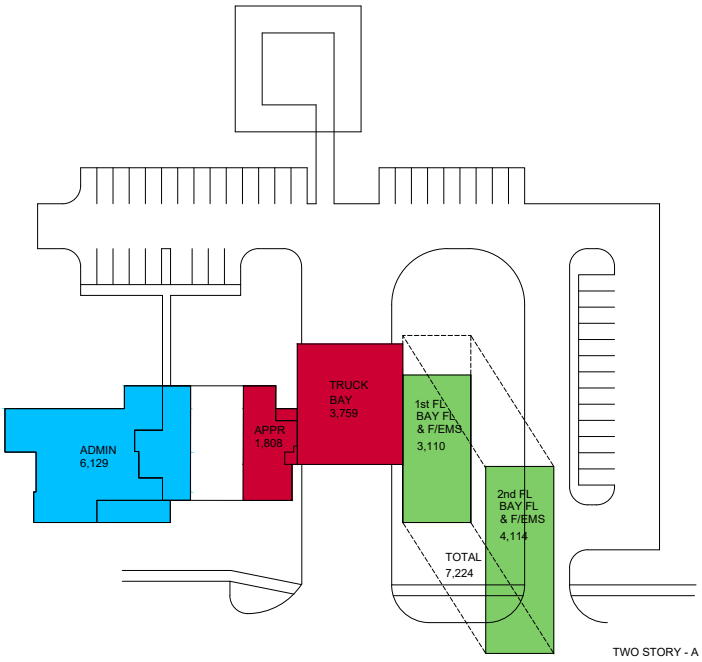
Vertical Addition



TWO STORY - B

Programmatically, Fire, EMS and Bayflite want to be grouped together. Some benefit can be realized by developing the crew quarters as a two story volume. While Bayflite has its own operations area and briefing room separate from the others, it is intended that all other support areas within the residential quarters be shared. Looking at this group as a whole, there are both public and private aspects to their program needs. Bunk rooms and baths, kitchen and dining, and day room are more private, while the fitness room and lieutenant's office prefer a more public face. Likewise, Bayflite's office area would be better suited away from private quarters. Floor levels can provide the necessary separation between public and private spaces with more public spaces occurring on the ground floor. Vertical circulation would be required, but would be warranted considering the cumulative area it serves.

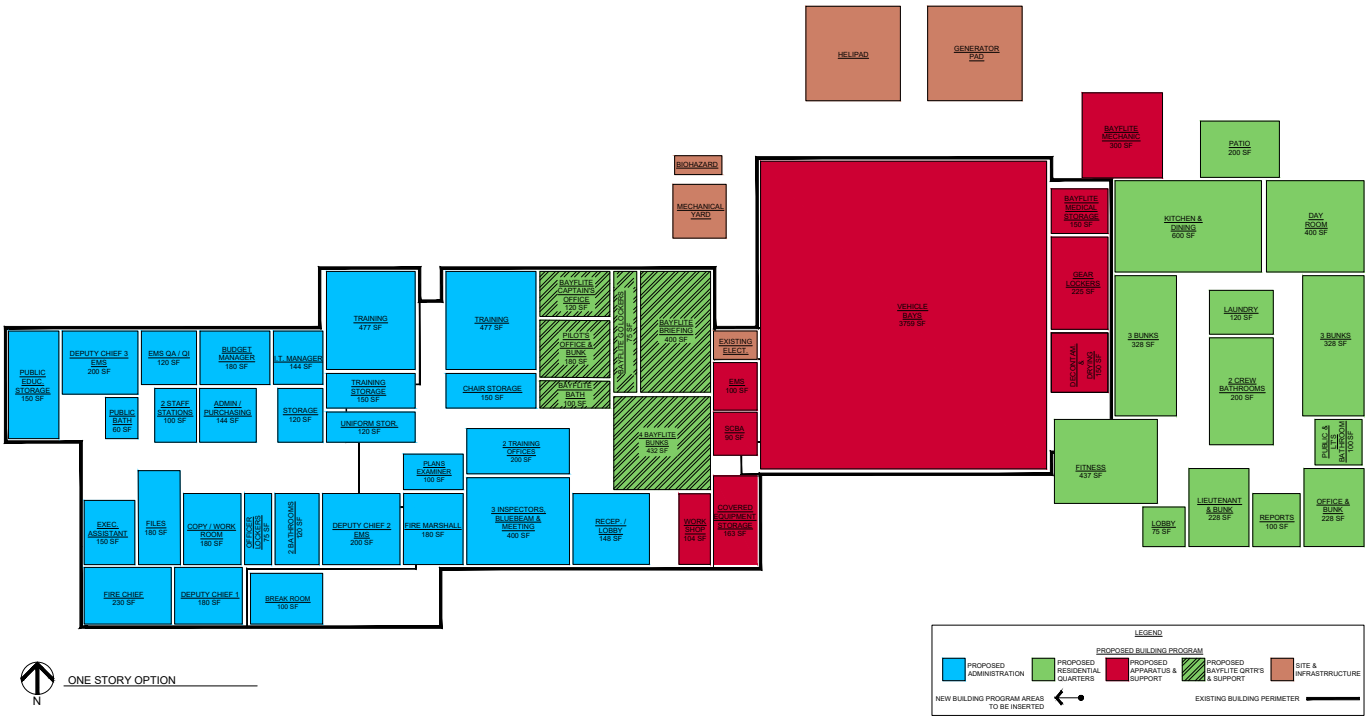
Programmatically, a two story addition housing the crew quarters could be located centrally within the building or east of the apparatus bay.



TWO STORY - A

The central location allows the two story volume to establish a hierarchy of spaces. Relocating the building entrance to this two story addition would allow the prominence of the mass to identify the entrance to the building, more so than any signage. Establishing one main entrance eliminates confusion and localizes security access control. Unfortunately, this central location would require the demolition of a portion of the existing building, displacing personnel during construction. The additional cost of demolition combined with the cost of temporary quarters during construction may outweigh any benefits found with this location.

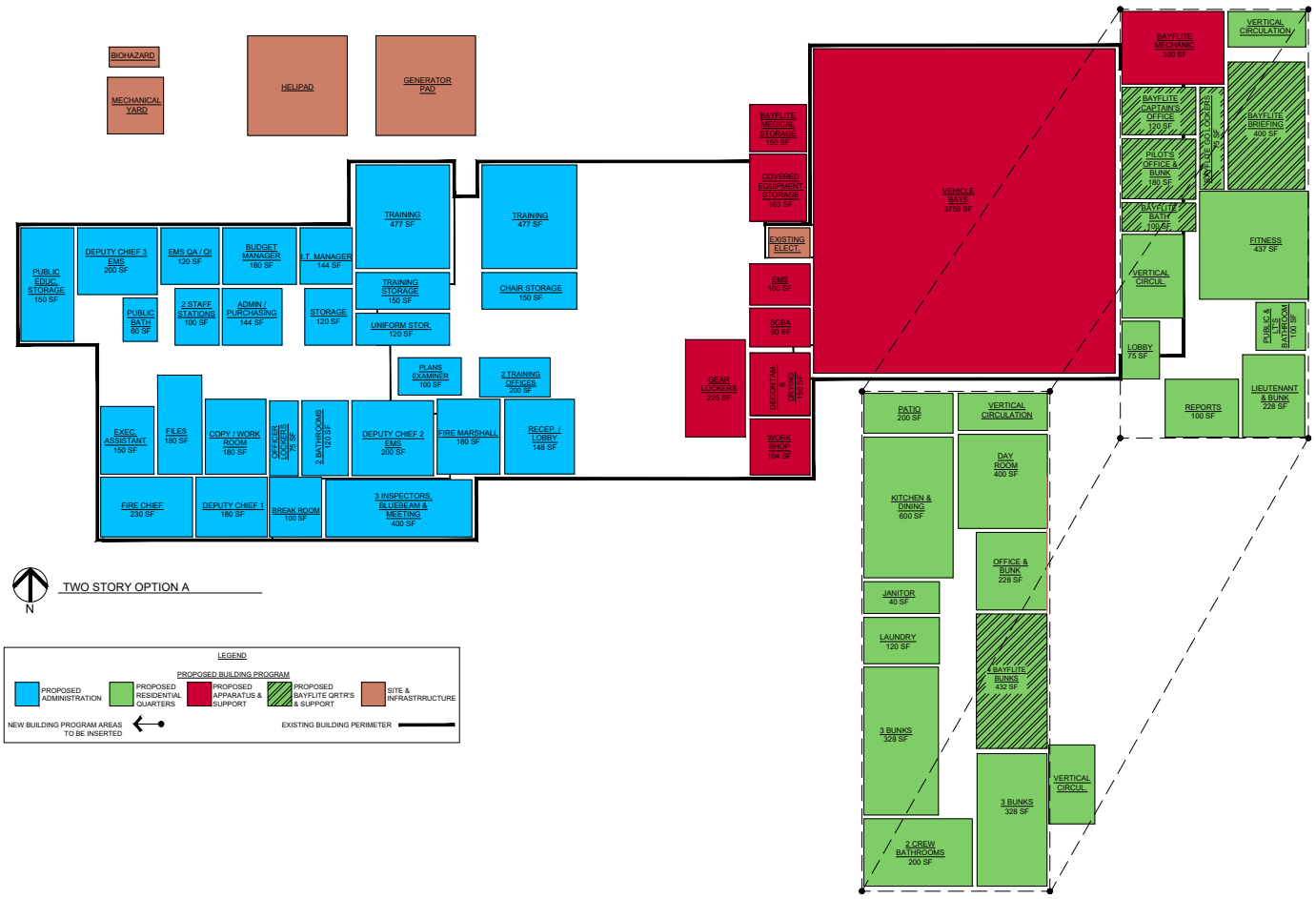
The two story addition could be located east of the apparatus bay. This mimics the location of the single story addition, but adds the benefit of housing the crews together. While the Admin would grow horizontally and apparatus could be relocated to the west of the vehicle bay, a sizable portion of the existing building would be unoccupied. It doesn't appear that additional growth beyond areas currently listed will be needed in the foreseeable future for the Fire Rescue. Perhaps there are other departments or entities that could be located in this area.



CONCEPT DIAGRAMS

Horizontal Addition

- Admin migrates within the building
- Bayflite remains in its central location
- Fire/EMS relocates to a new addition east of the apparatus bay



Vertical Addition

- Admin migrates within the building
- Fire, EMS and Bayflite are housed in a two story addition located east of the apparatus bay
- Results in unoccupied program space in existing building



CONCEPT IMAGE
Horizontal Addition



CONCEPT IMAGE
Vertical Addition

SCHEDULE

At the onset of the Phase 2 - Design and Construction, a full survey of the site should be prepared by a Civil Engineer, listing all easements, elevations, utilities, and tree locations. While this is in process, the design for the building can begin. During Schematic Design the program for the building is confirmed, and diagrams begin to take form as building plans and elevations. Moving to Design Development, materials and building systems are introduced and incorporated into the design. At this stage, Mechanical, Electrical and Plumbing Engineers begin to add their expertise to the process. As the design solidifies, Construction Documents and Specifications will be produced. These permit ready documents will serve as the submission to the Building Department and will also be used during the bid process. Both processes, permit review and bidding, can run concurrently. Anticipated duration of each phase is listed as follows. Note that the length of construction will be dependent upon the final scope of work, and any phasing introduced into the project.

Schematic Design	3 months
Design Development	3 months
Construction Documents	3 months
Permit Review / Bidding	2 months
Construction	12 months, new addition 6 months, interior renovation

Cost Opinion and Life Cycle

Of the schemes explored, expansion plans incorporating new construction to the east, as a single or two story addition, appear to be the most successful. A preliminary estimate of probable cost for such an expansion, as a single-story addition, has been prepared. As recently requested, a roof replacement for the existing building has been incorporated.

Expansion construction:		
New construction of a 4,073 sq. ft. addition	($286/sq.ft.)	1,164,878
Renovation of 5,695 sq. ft.	($200/sq.ft.)	1,139,000
Allowance for site costs (included in cost/sq.ft. multiplier)		0
Construction costs		$2,303,878
Architectural and Engineering fees		230,387
10% contingency		230,387
	Subtotal	$2,764,652
Generator:		
250 kilowatt to support an 800 amp service	Subtotal	$150,000
Roof replacement:		
Flat roof	($25/sq.ft.)	132,025
Metal roof	($25/sq.ft.)	327,250
Hardening of the roof, Risk Cat 4	(allowance)	50,000
		$509,275
Hardening the building to Risk Cat 4:		
Replacement doors		89,000
Replacement windows		108,645
		$197,645
Construction costs (re-roof and hardening combined)		$706,920
Architectural and Engineering fees		70,692
10% contingency		70,692
	Subtotal	$848,304

Adding the sub totals together, the combined estimate totals $3,762,956. Note that this fee does not include FF&E (furniture, fixtures and equipment) or civil engineering services.

We realize this amount exceeds your current budget of $2.7 million. The overall work scope could be broken out and completed in phases, with the most necessary items given top priority. The costing provided has been grouped together to represent logical phases; the order is per your discretion. Additionally, the expansion construction could be accomplished over two phases, breaking out the costs further. Taking this approach would allow the work scope to be tailored to meet the constraints of the budget, while plans can be put in place for funding of future the phase(s). With a total projected cost in excess of your current projection, phasing may be a preferred strategy.

Hardening of the building is only required if the new construction and area of renovation exceeds 50% of the overall building area. This was confirmed by the City of North Port Building Plans Examiner. If we are able to reduce the area of new work so that it falls below the 50% mark, this expense could be eliminated if desired.

There is another strategy worth considering. It allows for the full construction of the new addition for Fire/EMS, but takes a more surgical approach to the renovation of the existing building and works within the already established partition configurations. Construction of the new addition would be the first step as no other growth can occur internally until the Fire/EMS crew is relocated to the new addition. Once the Fire/EMS crew have relocated, space becomes available for Admin and Bayflite. If we work within the current room configuration of the existing building, the extent of the renovation, and cost, can be reduced.

Bayflite can remain in their current lodging and utilize the current gang restrooms. The Exercise Room could be converted to Bayflite's new Briefing Room. A portion of the bunks vacated by Fire/EMS provide office space and/or additional storage for Bayflite and their Go-Lockers. The current configuration would meet their needs and the requested private bunks and bathrooms could be constructed during a later renovation.

For Admin, the two Training Rooms and their associated storage rooms could be grouped together and located in the current Kitchen/Dining/Dayroom area. What was the Lieutenant's Office and Report Room could be reassigned as office space for the new Training Officers. The current Training Room could be converted for use by Fire Prevention personnel (inspectors, plans examiner, blue beam station and Fire Marshal). A private office for the Fire Marshal could be located adjacent this room with minimal renovation. The office for the Plans Examiner would be reassigned to the QA/QI Officer. With the relocation of the inspectors, the former Clinic could be reconfigured to provide an office for the new Finance/Budget Manager and desks for the two requested floating positions.

We had discussed the benefits of relocated the main entrance to the Administration wing to the south side of the building facing City Center Boulevard. This can also be addressed in the renovation. The current Fire Marshal's office would be converted into a new entry lobby. What is now the IT office would be reconfigured as reception, with its front desk facing the lobby. (IT would then relocate to the current reception area.) Security glass can be provided at the reception desk and doors can be added to the lobby, creating an area of containment not available in the current facility.

The Breakroom has been expanded into a full kitchen and is intended to be shared between Bayflite and Admin staff. The remainder of the bunks vacated by Fire/EMS could be converted to storage rooms for Uniforms and Office Supplies. With Training Room Storage relocated, the current storage room could be reassigned for Public Ed storage. Notedly, this strategy does not provide the optimum spaces and adjacencies as described during our interviews, however, it does fulfill your need requirements.

While taking this approach of working within the confines of the existing building's room configuration will meet most program needs, the additional space required for apparatus cannot be met. The existing apparatus area would need to be renovated, but additional space requirements for apparatus will need to be newly constructed. This will add area to the new construction of the addition.

Based on this approach we would see the following costs:

Expansion construction:		
New construction of a 5,205 sq. ft. addition 4,073 sq.ft. for crew 1,132 sq.ft. for apparatus	($286/sq.ft)	1,488,630
Renovation of 3,750 sq. ft. 676 sq.ft. of apparatus 3,074 sq.ft of Admin & Bay Flite	($200/sq.ft)	750,000
Site costs	(included in cost/sq.ft multiplier)	0
Construction costs		$2,238,630
Architectural and Engineering fees		223,863
10% contingency		223,863
	Subtotal	$2,686,356

Under this strategy, the combined area of new construction and renovation does not exceed 50% of the overall area, eliminating the requirement to bring the entire building up to current code.

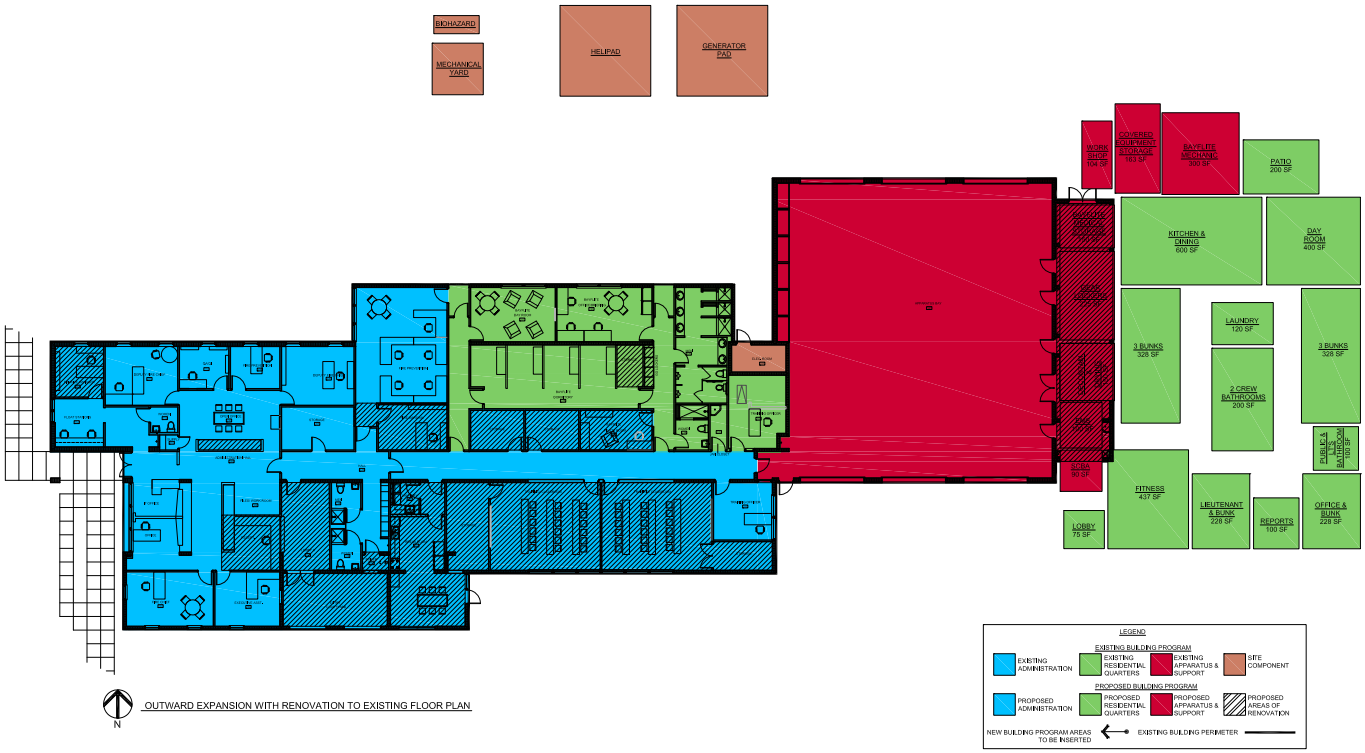
The cost associated with the new generator and the roof replacement still remain. We understand you are working to restore a 400 kilowatt generator. Not knowing the extent of the repairs or the costs associated with its installation at the fire station, we have left the cost for a generator as previously shown in the previous cost opinion as a placeholder until more finalized numbers are available.

Generator:		
250 kilowatt to support an 800 amp service	Subtotal	$150,000
Roof replacement:		
Flat roof	($25/sq.ft.)	132,025
Metal roof	($25/sq.ft.)	327,250
Construction costs		459,275
Architectural and Engineering fees		45,927
10% contingency		45,927
	Subtotal	551,129

Adding the sub totals together, this strategy's combined estimate totals $3,387,485. While less, it is still in excess of your budget number. Again, the new construction and renovation work and their costs could be broken out over two phases. Likewise, the new generator and re-roof could be accomplished during separate phases or covered under different budgets.

While plans are being made for the expansion of Station 81, all systems within the current building should be inspected to determine the remaining life of the equipment. Even when operational, older equipment can be less efficient, incurring higher energy expenditures. Replacing the equipment while the building is under renovation reduces the cost of installation, and eliminates any future disruption to staff.

The probable costs noted represent the median pricing for similar structures recently constructed, based on a cost per square foot. A complete estimate, with itemized materials and services, can only be prepared from completed construction documents and specifications. For planning purposes, provisions should be made for future cost escalation of labor and materials, at the rate of 8% per year. We would recommend exploring cost savings opportunities that may apply, through Owner Direct Purchase, grants or energy incentives offered by your local utilities.



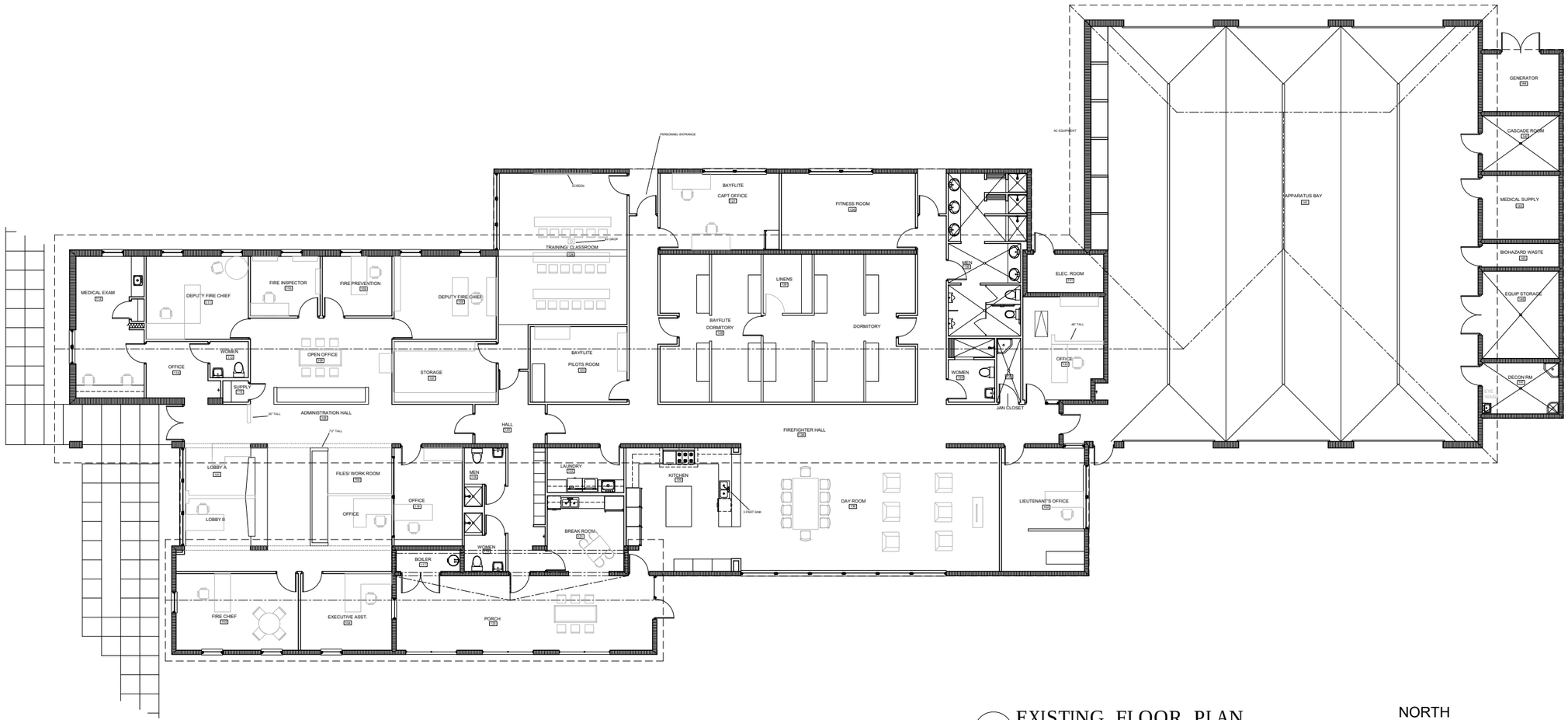
OUTWARD EXPANSION WITH RENOVATION TO EXISTING FLOOR PLAN

CONCLUSION

As shown diagrammatically and quantitatively, the space requirements needed to meet the expanding growth of Station 81 exceed the current facility. An addition is needed to meet the expected growth. Of the options studied, two concepts seem to provide the best solution to address the growth. Whether as a one or two story structure, an addition located to the east of the apparatus bay fulfills the current and future needs of the Station. Relocating the crew quarters for Fire/EMS to the addition frees up space with the existing building, allowing for the expansion of Administration Headquarters.

Attention should not be limited to meeting the physical requirements of program spaces. Equal importance needs be placed on promoting the overall image of Fire Rescue through the architecture of the building. The addition of a ceremonial court yard and supporting landscaping can further contribute to enhance the public face along City Center Boulevard.

Combined, these aspects of the addition and renovation improve the building's presence and function, to better support the mission of North Port Fire Rescue.



1 A0.1 EXISTING FLOOR PLAN

1/8" = 1'-0"

NORTH

HALL ARCHITECTS, PA
AR 26000923

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941.917.0883 phone 941.917.0889 fax

SEAL

GREGORY HALL, AIA AR 0012900
ARCHITECT OF RECORD

STRUCTURAL ENGINEER

MEPF ENGINEER

GENERAL NOTES

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FIRE STATION & ADMINISTRATIVE FACILITY
NORTH PORT MINICIPAL COMPLEX

NORTH PORT, FLORIDA

Project No. 18-023

Date 05.18.2018

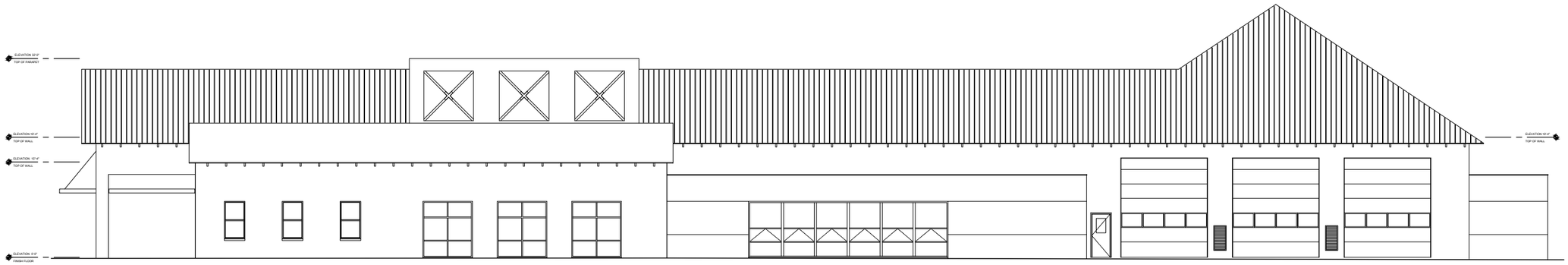
ARCHIVE EXISTING

Revisions:

EXISTING FLOOR PLAN

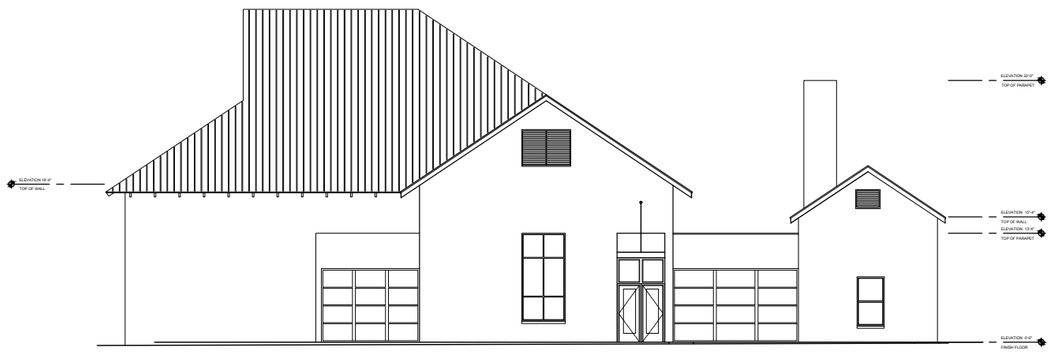
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ORIGINALS PRINTED AT 24" x 36"



1 A3.0 ELEVATION -

1/8" = 1'-0"



2 A3.0 ELEVATION -

1/8" = 1'-0"

N O T F O R C O N S T R U C T I O N

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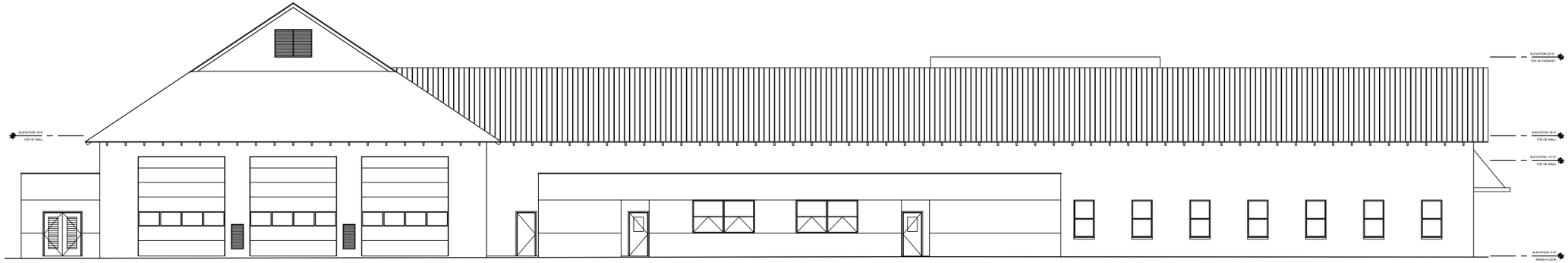
ARCHIVE EXISTING

Revisions:

EXTERIOR ELEVATIONS

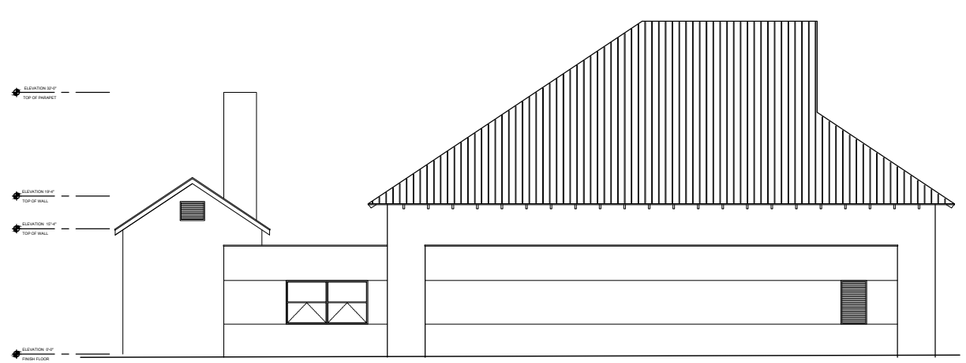
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ORIGINALS PRINTED AT 24" x 36"



1 / A3.0 ELEVATION -

1/8" = 1'-0"



2 / A3.0 ELEVATION -

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FIRE STATION & ADMINISTRATIVE FACILITY
NORTH PORT MINICIPAL COMPLEX

NORTH PORT, FLORIDA

Project No. 18-023

Date 05.18.2018

ARCHIVE EXISTING

Revisions:

EXTERIOR ELEVATIONS

A 3.1

ORIGINALS PRINTED AT 24" x 36"

N O T F O R C O N S T R U C T I O N

Category	NP Station 84		NP Station 85		SRQ Station 12	
Administrative						
Administrative Subtotal	**942**		**219**		**344**	
Toilet & Showers	63	1 WC, shower & lav	110	1 WC, shower & lav		
Lobby	75				200	1st floor
Reception						
Training	288					
Training storage	135					
Report room	75		109	16x12	144	
EMS office	306					
Exam						
Inspectors & Prevention						
Chief's office						
Executive assistant						
Deputy Chief						
Files/work						
Open office						
Offices						
Bayflite Captain's office						
Net to gross factor	236	14.07%	F included in Resid.		NGF included in Resid.	
		Small lobby for what appears to be limited public access. Training on 2nd floor off vehicle bays. No public toilet				
Total Approx. Net Area	**9875**		**6872**		**7183**	
Total Approx. Net to Gross	**1137**		**1150**		**2726**	
Net to Gross %	**12%**		**17%**		**38%**	

Category	NP Station 84		NP Station 85		SRQ Station 12	
Residential						
Residential Subtotal	**3089**		**2798**		**3268**	
Bunk rooms	421	(6) 9x7, bunks only	700	(5)9.5x14 bunks, lockers & desk	780	(7)9.5x10.5 avg., lockers & desk
Lockers	230	central locker corridor				
Lieutenant's office & bunk	192	11x20	228	12x19	198	11x18.5 (2nd floor)
Office & Bunk	192	11x20				
Kitchen & dining	737	2 wet prep, bar dining	459	1 wet prep, bar dining	856	
Dayroom	361		289		424	
Fitness room	300		480		308	
Laundry	91	w/ janitor's closet	114	w/ janitor's closet		1st floor apparatus bay
Janitor					110	
Toilet & showers	189	3 WC, showers & lav	216	2 WC, showers & lav	200	2 WC, showers & lav
Storage	40		114		40	
Patio	336		198		352	
Break room						
Pilot office & bunk						
Net to gross factor	585	21.60%	914	30.29%	1653	

Category	NP Station 84		NP Station 85		SRQ Station 12	
Apparatus						
Net Apparatus Subtotal	**5844**		**3855**		**3571**	
Vehicle Bays	3248	3 bays 53' deep	3420	3 bays 56' deep	2627	2 bays 72' deep
SCBA	90					
Gear lockers	260	9.5x23, 25 lockers	130	9.5x13.5 18 lockers	305	Irreg, 25 lockers
Decontamination	120		95		88	w/ janitor's closet
EMS	84		90		55	storage only
Vending / Ice machine	148	unique to this station				
Work Shop	216		120		70	
Storage	1020					
Drug storage	144					
Load out	354	unique to this station				
Covered equipment storage	80					
Laundry					110	
Refuse collection					140	
Hose dry					81	
Toilet	80	1 WC, shower & lav			95	
Biohazard waste						
Net to gross factor	316	5.40%	236	6.12%	1073	30%
	Enclosed generator & transfomer room (not included in area)		Enclosed generator and biohazard waste (not included in area)		Fenced generator (not included in area)	High net to gross % is due to vertical circulation. Mechanical mezzanine not included iin area

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941.917.0883 www.hallarchitects.com

City of North Port
Purchasing
4970 City Hall Boulevard
North Port, Florida 34286
Phone: (941) 429-7170

January 22, 2019

TO: PROSPECTIVE RESPONDENTS

RE: RFP NO. 2020-11 PROFESSIONAL ENGINEERING AND ARCHITECTURAL SERVICES FOR DESIGN OF FIRE RESCUE STATION 81 EXPANSION AND REMODEL

RFP DUE DATE: 2:00 PM, FEBRUARY 14, 2020 **ADDENDUM NO. 2**

Respondents are hereby notified that this addendum shall be made part of the above-named proposal and contract documents. The following changes to the above proposal are issued to modify, and/or clarify the proposal and contract documents (the deletions are as ~~**strikethroughs**~~ and additions as **underlined**). These items shall have the same force and effect as the original documents, and proposals to be submitted on the specified date shall conform with the additions, deletions and revisions as listed herein.

QUESTIONS/ANSWERS:

QUESTION #1: Were any cost estimates done with Hall Architect's space study that was provided in addendum No. 1? Also, was a budget determined?

ANSWER #1: Please see attached prior space study for cost estimates. Fire Rescue has an estimated budget of $3,338,665 for both construction services and Architectural/Engineering services for design.

QUESTION #2: Is there a proposed schedule/timeline?

ANSWER #2: The estimated timeline for the engineering, architecture and design services is 6-9 months from award. The estimated timeline for the construction bidding phase is 3-4 months. After award of the construction contract the estimated timeline for final completion of the project is 18-24 months.

QUESTION #3: Are there any existing plans for temporary operations/housing during the renovation?

ANSWER #3: The thought would be to construct an expanded portion first, move operations, and continue in a phased manner until complete. The City is looking for recommendations.

QUESTION #4: Having completed the space study, is Hall Architects excluded from pursuing this RFP?

ANSWER #4: The feasibility/space study was completed by DMK and their subconsultant Hall Architects. As a result, Hall Architects and DMK are excluded/prohibited from pursuing this RFP.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

Firms are required to acknowledge receipt of this addendum on their proposal forms. All other terms and conditions of the original proposal and contract documents remain the same.

Justin M. Daly

Justin Daly
Contract Administrator I
Finance Department/Purchasing Division
4970 City Hall Blvd.
North Port, Florida 34286
Tel: 941.429.7102
Fax: 941.429.7173

E-mail: jdaly@cityofnorthport.com

Receipt of Addendum No. 2 shall be noted within the Proposal Form in the appropriate section.

End of Addendum No.2

HALL ARCHITECTS

PA AA26000923

August 22, 2018

m e m o r a n d u m

To: Scott Titus, Fire Chief
North Port Fire Rescue District

From: Sandy Clark

Project: Feasibility Study
North Port Fire Station 81 Expansion

RE: Cost Opinion
Renovation with a Single Story Addition

We have put together a preliminary estimate of probable cost for the hybrid scheme discuss during Monday's meeting. It allows for the full construction of the new addition for Fire/EMS, but takes a more surgical approach to the renovation of the existing building and works within the already established partition configurations. Construction of the new addition would be the first step as no other growth can occur internally until the Fire/EMS crew is relocated to the new addition. Once the Fire/EMS crew have relocated, space becomes available for Admin and Bayflite. If we work within the current room configuration of the existing building, the extent of the renovation, and cost, can be reduced.

Bayflite can remain in their current lodging and utilize the current gang restrooms. The Exercise Room could be converted to Bayflite's new Briefing Room. A portion of the bunks vacated by Fire/EMS provide office space and/or additional storage for Bayflite and their Go-Lockers. The current configuration would meet their needs and the requested private bunks and bathrooms could be constructed during a later renovation.

For Admin, the two Training Rooms and their associated storage rooms could be grouped together and located in the current Kitchen/Dining/Dayroom area. What was the Lieutenant's Office and Report Room could be reassigned as office space for the new Training Officers. The current Training Room could be converted for use by Fire Prevention personnel (inspectors, plans examiner, blue beam station and Fire Marshal). A private office for the Fire Marshal could be located within this room with minimal renovation. The office for the Plans Examiner would be reassigned to the QA/QI Officer. With the relocation of the inspectors, the former Clinic could be reconfigured to provide an office for the new Finance/Budget Manager and desks for the two requested floating positions.

We had discussed the benefits of relocated the main entrance to the Administration wing to the south side of the building facing City Center Boulevard. This can also be addressed in the renovation. The current Fire Marshal's office would be converted into a new entry lobby. What is now the IT office would be reconfigured as a reception desk,

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with view into the lobby. (IT would then relocate to the current reception desk.) Security glass can be provided at the reception desk and doors can be added to the lobby, creating an area of containment not available in the current facility.

The Breakroom has been expanded into a full kitchen, and intended to be shared between Bayflite and Admin staff. The remainder of the bunks vacated by Fire/EMS could be converted to storage rooms for Uniforms and Office Supplies. With Training Room Storage relocated, the current storage room could be reassigned for Public Ed storage. Notedly, this strategy does not provide the optimum spaces and adjacencies as described during our interviews, it does full fill your need requirements.

While taking this approach of working within the confines of the existing building's room configuration will meet most program needs, the additional space required for apparatus cannot be met. The existing apparatus area would need to be renovated, but additional space requirements for apparatus will need to be newly constructed. This will add area to the new construction of the addition.

Based on this approach we would see the following costs:

Expansion construction:			
New construction of a 5,205 sq. ft. addition	($286/sq.ft)	1,488,630	
4,073 sq.ft. for crew			
1,132 sq.ft. for apparatus			
Renovation of 3,750 sq. ft.	($200/sq.ft)	750,000	
676 sq.ft. of apparatus			
3,074 sq.ft of Admin & Bay Flite			
Site costs	(included in cost/sq.ft multiplier)	0	
Construction costs		$2,238,630	
Architectural and Engineering fees		223,863	
10% contingency		223,863	
		$2,686,356	sub total

Under this strategy, the combined area of new construction and renovation does not exceed 50% of the overall area, eliminating the requirement to bring the entire building up to current code.

The cost associated with the new generator and the roof replacement still remain. We understand you are working to restore a 400 kilowatt generator. Not knowing the extent of the repairs or the costs associated with its installation at the fire station, we have left the cost for a generator as previously shown in early cost opinions as a placeholder until more finalized numbers are available.

Generator:		
250 kilowatt, to support an 800 amp service	$150,000	sub total

Roof replacement:			
Flat roof	($25/sq.ft.)	132,025	
Metal roof	($25/sq.ft.)	327,250	
Construction costs		459,275	
Architectural and Engineering fees		45,927	
10% contingency		45,927	
		$551,129	sub total

Adding the sub totals together, this strategy's combined estimate totals $3,387,485. While less, it is still in excess of your budget number. Again, the new construction and renovation work and their costs could be broken out over two phases. Likewise, the new generator and re-roof could be accomplished during separate phases or covered under different budgets.

I hope this provides a working understanding of the probable cost involved, and offers some strategies as to how you might proceed with the expansion of Fire Station 81.

End of Memo

Cc: Tim Roane, DMK
Gregory Hall, Hall Architects

N

OUTWARD EXPANSION WITH RENOVATION TO EXISTING FLOOR PLAN

LEGEND

EXISTING BUILDING PROGRAM

- EXISTING ADMINISTRATION
- EXISTING RESIDENTIAL QUARTERS
- EXISTING APPARATUS & SUPPORT
- SITE COMPONENT

PROPOSED BUILDING PROGRAM

- PROPOSED ADMINISTRATION
- PROPOSED RESIDENTIAL QUARTERS
- PROPOSED APPARATUS & SUPPORT
- PROPOSED AREAS OF RENOVATION

NEW BUILDING PROGRAM AREAS TO BE INSERTED

EXISTING BUILDING PERIMETER

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AR 26000922
www.HALLARCHITECTS.com
941.917.0083

NORTH PORT FIRE & RESCUE STATION 81

August 22, 2018

City of North Port
Purchasing
4970 City Hall Boulevard
North Port, Florida 34286
Phone: (941) 429-7170

January 16, 2019

TO: PROSPECTIVE RESPONDENTS

RE: RFP NO. 2020-11 PROFESSIONAL ENGINEERING AND ARCHITECTURAL SERVICES FOR DESIGN OF FIRE RESCUE STATION 81 EXPANSION AND REMODEL

RFP DUE DATE: 2:00 PM, FEBRUARY 14, 2020 **ADDENDUM NO. 1**

Respondents are hereby notified that this addendum shall be made part of the above-named proposal and contract documents. The following changes to the above proposal are issued to modify, and/or clarify the proposal and contract documents (the deletions are as ~~**strikethroughs**~~ and additions as **underlined**). These items shall have the same force and effect as the original documents, and proposals to be submitted on the specified date shall conform with the additions, deletions and revisions as listed herein.

QUESTIONS/ANSWERS:

QUESTION #1: Has a previous study been performed on this project? If so, can a copy be provided?

ANSWER #1: Yes, please see the attached memo dated July 20, 2018 completed by Hall Architects regarding the feasibility study and preliminary findings.

QUESTION #2: Are there any drawings the City can provide for this project?

ANSWER #2: Yes, see attached drawings, including sheets A2-1, A3-1, A7-1, M-1.

Firms are required to acknowledge receipt of this addendum on their proposal forms. All other terms and conditions of the original proposal and contract documents remain the same.

Justin M. Daly

Justin Daly
Contract Administrator I
Finance Department/Purchasing Division
4970 City Hall Blvd.
North Port, Florida 34286
Tel: 941.429.7102
Fax: 941.429.7173

E-mail: jdaly@cityofnorthport.com

Receipt of Addendum No. 1 shall be noted within the Proposal Form in the appropriate section.
End of Addendum No.1

HALL ARCHITECTS

PA AA26000923

July 20, 2018

m e m o r a n d u m

To: Scott Titus, Fire Chief
City of North Port Fire Rescue District

From: Sandra Clark, NCARB

Project: North Port Fire Station 81
Feasibility Study

RE: Preliminary Findings

Based on our interviews with the staff and our tour of Station 81, we have compiled the following information on the current facility and the perceived needs to accommodate not only current needs but those of the anticipated future expansion.

A comparative analysis has been developed, both in diagram and matrix form, comparing existing program spaces against proposed building program. We listened to your concerns, wants and needs as you described your current operations and expectations for growth. In addition, we reviewed similar fire houses recently constructed, taking note of the program areas provided and the amount of space allocated for those areas. Combined, these served as the basis for the proposed building program.

The matrix reflects this information, both existing and proposed, in numerical form, and is divided into three categories- Administration, Residential, and Apparatus. Similarly, the spaces depicted in the diagram have been color coded per the same designations. The diagram provides a spacial representation of the current spaces. Proposed spaces are displayed outside the building footprint with arrows showing their general area of insertion. Whether through quantitative means or graphic representation, it is clear that merely reworking the interior spaces of the current facility will not satisfy the anticipated space needs. A new addition is needed to the current building.

When we meet on Monday, we will walk you through our thoughts for the expansion of Station 81 and the conceptual ideas for the new addition. We look forward to seeing you and incorporating your input into the report.

End of Memo

Cc: Tim Roane, DMK

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Space Utilization Current and Projected Need

Plan ID	Category	Existing	Notes	Proposed	
	Administrative Group				
	Administrative Net Subtotal	**3647**		**5120**	
	Lobby	63		75	
	Reception	85		100	
	Training	477	1 training room	940	2 training rooms
	Trainer's officers			200	2 new personnel
	Training storage	152		150	training only
	Chair storage			152	for 2nd training room
	Fire Marshall	164		180	Private office
	Plans examiner	94		100	
	Inspectors	101	2 inspectors	400	2 existing + 1 new personnel
	Deputy Chief 3 - EMS	208		200	Battalion
	EMS QA/QI			120	new personnel
	Deputy Chief 1	172		180	
	Budget manager			180	new personnel
	Admin./Purchasing office	101		144	
	Staff stations	292		100	2 floating staff
	Uniform storage			120	
	Storage	20		120	Battalion supplies
	Copy / work room	90		180	includes collating area
	File room	134		180	
	Chief's office	230		250	
	Executive assistant	125		150	includes personnel files
	Public education storage	143		150	
	Deputy Chief 2 - Operations	208		200	
	I.T. Manager	147		150	includes work bench
	Open Office	292			
	Toilet & Showers	130	3 WC, 3 lavs 2 showers	180	3 WC, 3 lavs 2 showers
	Officer & additional lockers	75		75	
	Break room	144		144	
	Net to gross area	719		1009	
	Gross Area	**4366**		**6129**	
	Net to Gross factor	**19.7%**		**19.7%**	

Space Utilization Current and Projected Need

Plan ID	Category	Existing	Notes	Proposed	
	Residential Group				
	Residential Net Subtotal	**4120**		**4758**	
	Bunk rooms	896	9 bunks w/ lockers	1080	6 fire & 4 Bayflite (108 sf each)
	Lieutenant's office & bunk	251		228	
	Office & Bunk	198		228	
	Pilot office & bunk	180		180	
	Bayflite Captain's office	224		120	
	Toilet & showers	381		400	4 WC, lavs & shower
	Bayflite briefing			400	
	Bayflite go-lockers			75	
	Kitchen & dining	676		600	
	Dayroom	448		450	
	Reports			100	
	Fitness room	252		437	
	Bayflite storage			100	
	Laundry	84		120	
	Janitor	38		40	
	Patio	492		200	
	Net to gross area	1044		1206	
	Gross Area	**5164**		**5964**	
	Net to Gross factor	**25.3%**		**25.3%**	

Space Utilization Current and Projected Need

Plan ID	Category	Existing	Notes	Proposed	
	Apparatus Group				
	Apparatus Net Subtotal	**4485**		**5151**	
	Vehicle Bays	3759	3 bays 65' deep	3759	
	SCBA	164		90	
	Gear lockers	93	18 lockers, linear in bay	225	24 lockers
	Decontamination	96		150	includes drip dry
	EMS storage	40		100	
	Work Room / Storage	104		104	
	Equipment Storage	45		*163*	
	Load out			100	
	Biohazard waste			80	outside of building footprint
	Hose accessories	76			relocated to F.S. 84
	Bayflite medical storage	120	outbuilding	120	
	Bayflite mechanical shop	312	outbuilding	300	
	Generator	108		300	outside of building footprint
	Vending / Ice machine			40	
	Net to gross area	362		416	
	Gross Area	**4847**		**5567**	
	Net to Gross factor	**8.1%**		**8.1%**	

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N

EXISTING FLOOR PLAN

LEGEND

EXISTING BUILDING PROGRAM

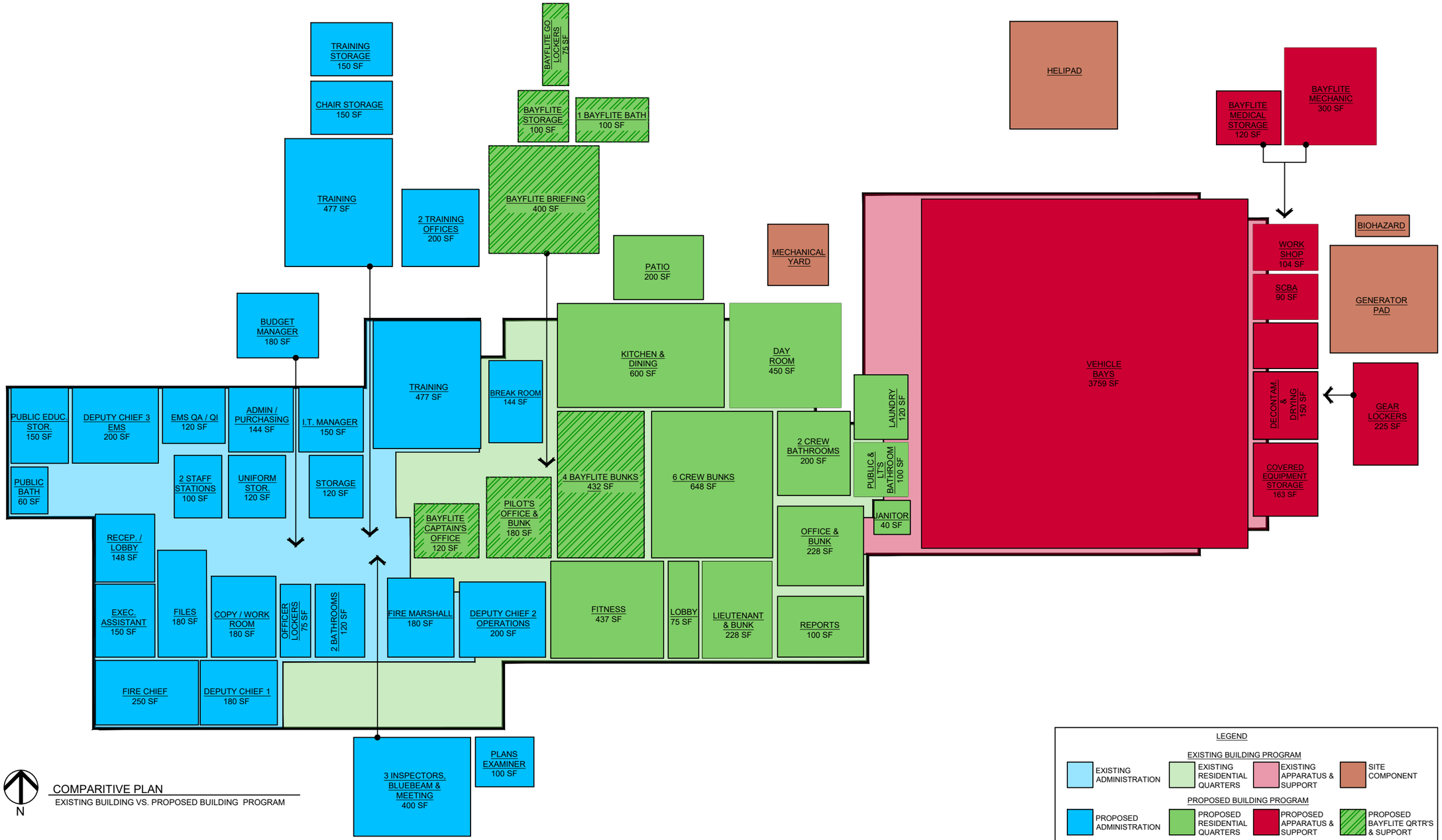
- EXISTING ADMINISTRATION
- EXISTING RESIDENTIAL QUARTERS
- EXISTING APPARATUS & SUPPORT
- SITE COMPONENT

NEW BUILDING PROGRAM AREAS TO BE INSERTED

EXISTING BUILDING PERIMETER

NORTH PORT FIRE & RESCUE STATION 81

July 20, 2018



COMPARITIVE PLAN

EXISTING BUILDING VS. PROPOSED BUILDING PROGRAM

LEGEND

EXISTING BUILDING PROGRAM

- EXISTING ADMINISTRATION
- EXISTING RESIDENTIAL QUARTERS
- EXISTING APPARATUS & SUPPORT
- SITE COMPONENT

PROPOSED BUILDING PROGRAM

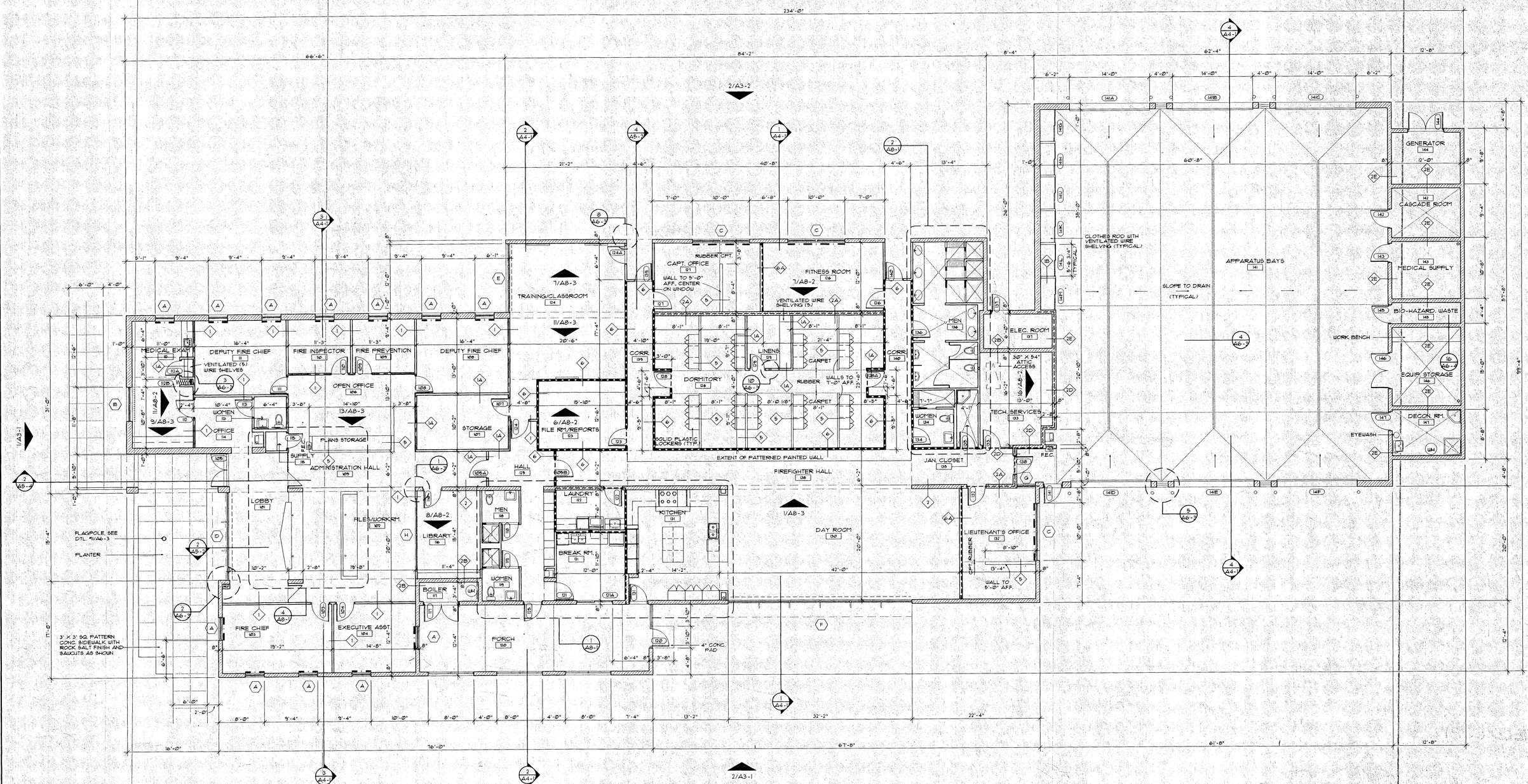
- PROPOSED ADMINISTRATION
- PROPOSED RESIDENTIAL QUARTERS
- PROPOSED APPARATUS & SUPPORT
- PROPOSED BAYFLITE QRTR'S & SUPPORT

NEW BUILDING PROGRAM AREAS TO BE INSERTED ← — EXISTING BUILDING PERIMETER

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NORTH PORT FIRE & RESCUE STATION 81

July 20, 2018



FLOOR PLAN

1/8" = 1'-0"

F-A2-1

FIRE STATION & ADMINISTRATION FACILITY
NORTH PORT MUNICIPAL COMPLEX
NORTH PORT, FLORIDA

THE ADP GROUP

- LAND RESOURCE STRATEGIES, INCORPORATED
- ADP ASSOCIATES, INCORPORATED
- INTERIOR ARCHITECTS INCORPORATED

149 COCOANUT AVENUE, SARASOTA, FLORIDA 34236 TELEPHONE (941) 957-1435 TELECOPIER (941) 954-7509

FLOOR PLAN

SCALE: 1/8" = 1'-0"

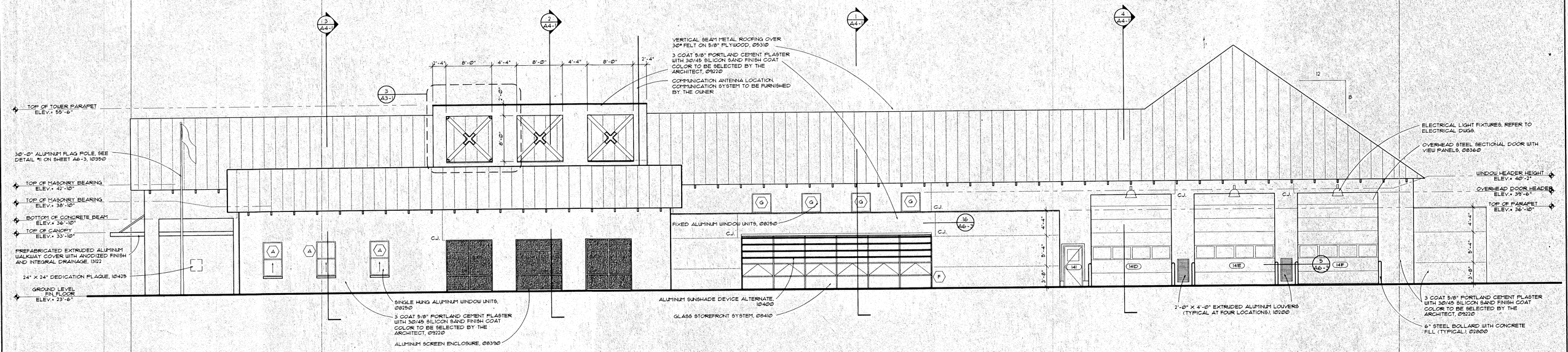
NORTH

PROJECT NO.:	FILE:	DRAWN BY:	PLOT SCALE:	SHEET No.
130020	NPFS-A21	TMS	1	A2-1

DATES:

1/8/97	ISSUE FOR CLIENT REVIEW
2/14/97	ISSUE FOR OWNER APPROVAL
3/5/97	ISSUE FOR BID

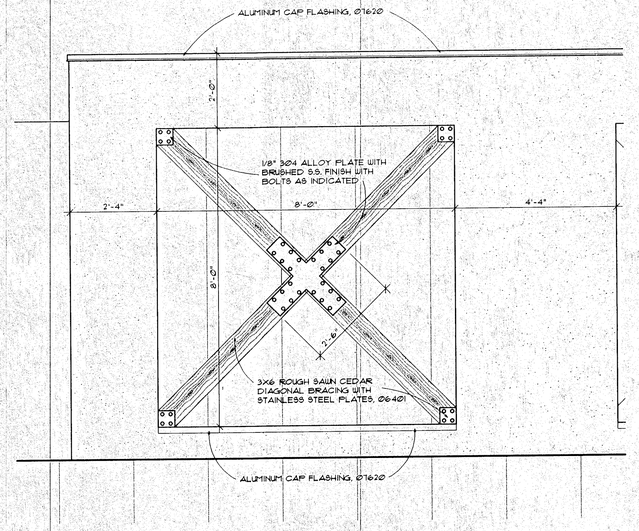
REVISIONS:



SOUTH ELEVATION

1/8" = 1'-0"

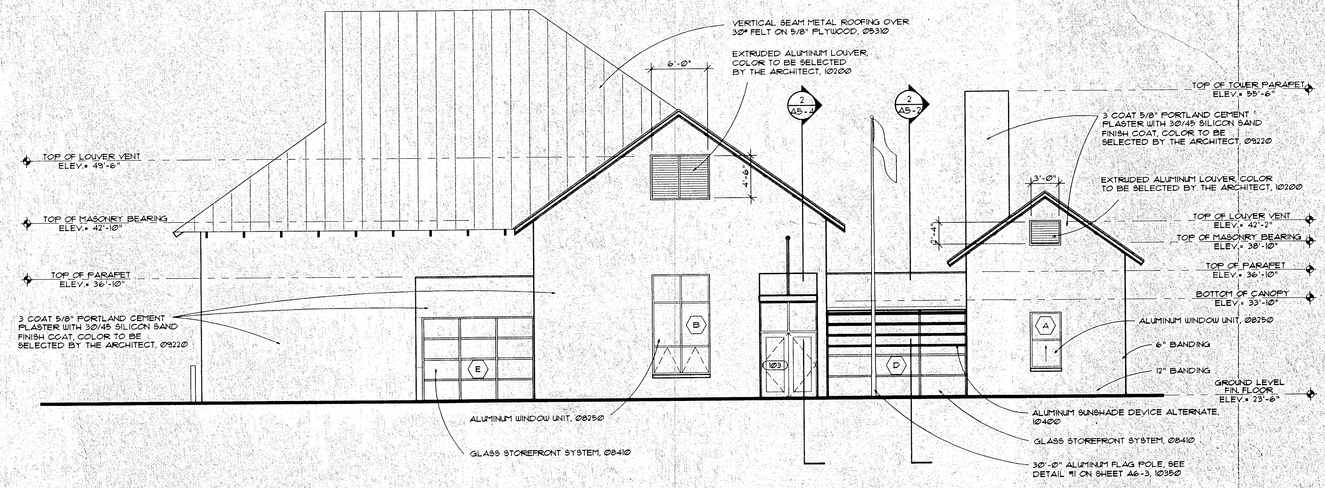
F-A3-1 (2)



DETAIL AT DIAGONAL BRACE

1/2" = 1'-0"

F-A3-1 (3)



WEST ELEVATION

1/8" = 1'-0"

F-A3-1 (1)

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FIRE STATION & ADMINISTRATION FACILITY
NORTH PORT MUNICIPAL COMPLEX
NORTH PORT, FLORIDA

EXTERIOR ELEVATIONS

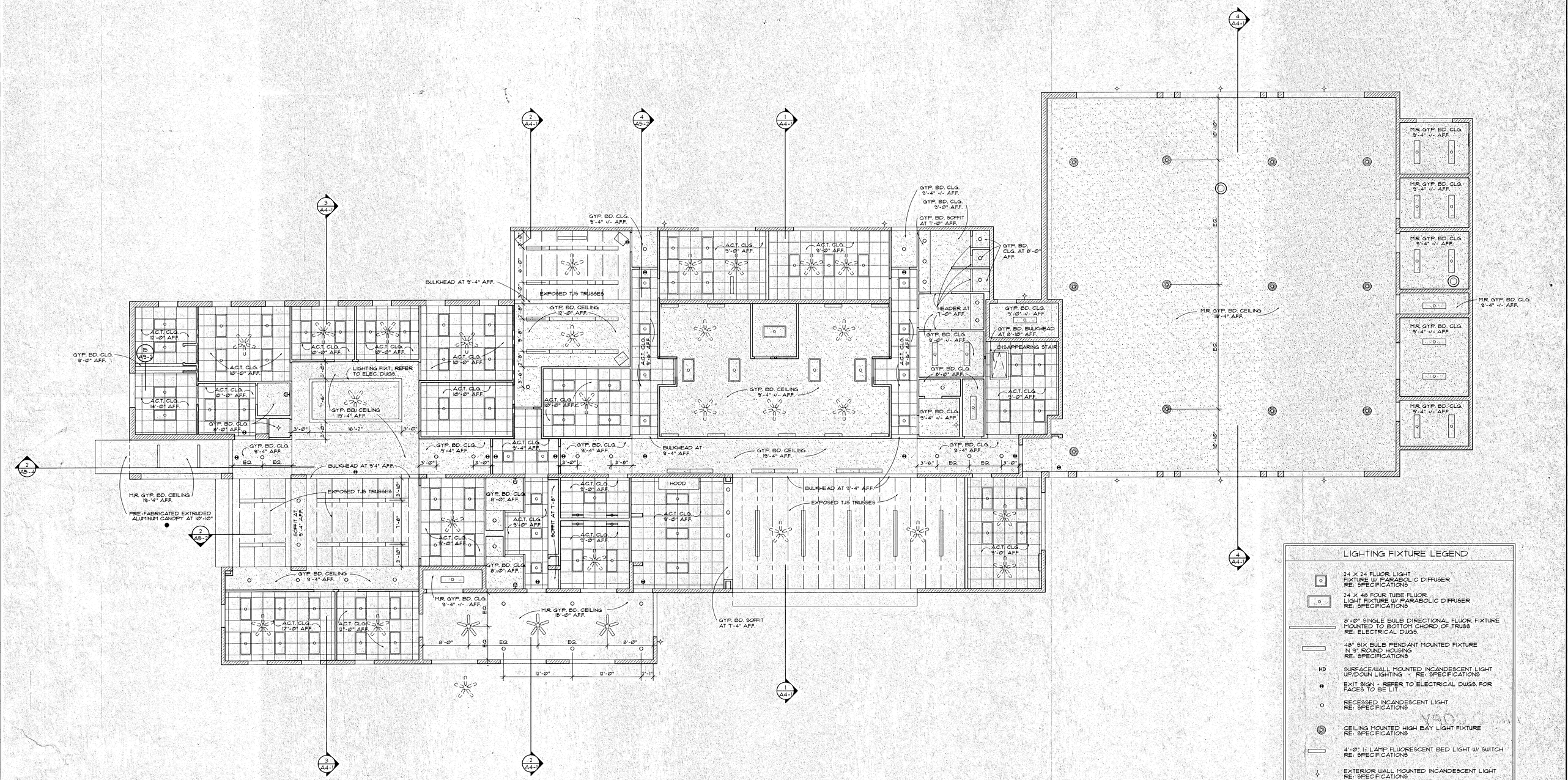
SCALE: 1/8" = 1'-0"

NORTH

PROJECT NO.:	FILE:	DRAWN BY:	PLOT SCALE:	SHEET No.
130020	F-A3-1	TMS	1	A3-1

DATES:

		REVISIONS:	
1/8/97	ISSUE FOR CLIENT REVIEW	-	-
2/14/97	ISSUE FOR OWNER APPROVAL		
3/5/97	ISSUE FOR BID		



LIGHTING FIXTURE LEGEND

- 24 X 24 FLUOR. LIGHT FIXTURE W/ PARABOLIC DIFFUSER RE: SPECIFICATIONS
- 24 X 48 FOUR TUBE FLUOR. LIGHT FIXTURE W/ PARABOLIC DIFFUSER RE: SPECIFICATIONS
- 8'-0" SINGLE BULB DIRECTIONAL FLUOR. FIXTURE MOUNTED TO BOTTOM CHORD OF TRUSS RE: ELECTRICAL DWGS.
- 48" SIX BULB PENDANT MOUNTED FIXTURE IN 9" ROUND HOUSING RE: SPECIFICATIONS
- HD SURFACE/WALL MOUNTED INCANDESCENT LIGHT UP/DOWN LIGHTING - RE: SPECIFICATIONS
- EXIT SIGN - REFER TO ELECTRICAL DWGS. FOR FACES TO BE LIT
- RECESSED INCANDESCENT LIGHT RE: SPECIFICATIONS
- CEILING MOUNTED HIGH BAY LIGHT FIXTURE RE: SPECIFICATIONS
- 4'-0" 1- LAMP FLUORESCENT BED LIGHT W/ SWITCH RE: SPECIFICATIONS
- EXTERIOR WALL MOUNTED INCANDESCENT LIGHT RE: SPECIFICATIONS

REFLECTED CEILING PLAN

1/8" = 1'-0"

F-A7-1 (1)

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FIRE STATION & ADMINISTRATION FACILITY
NORTH PORT MUNICIPAL COMPLEX
NORTH PORT, FLORIDA

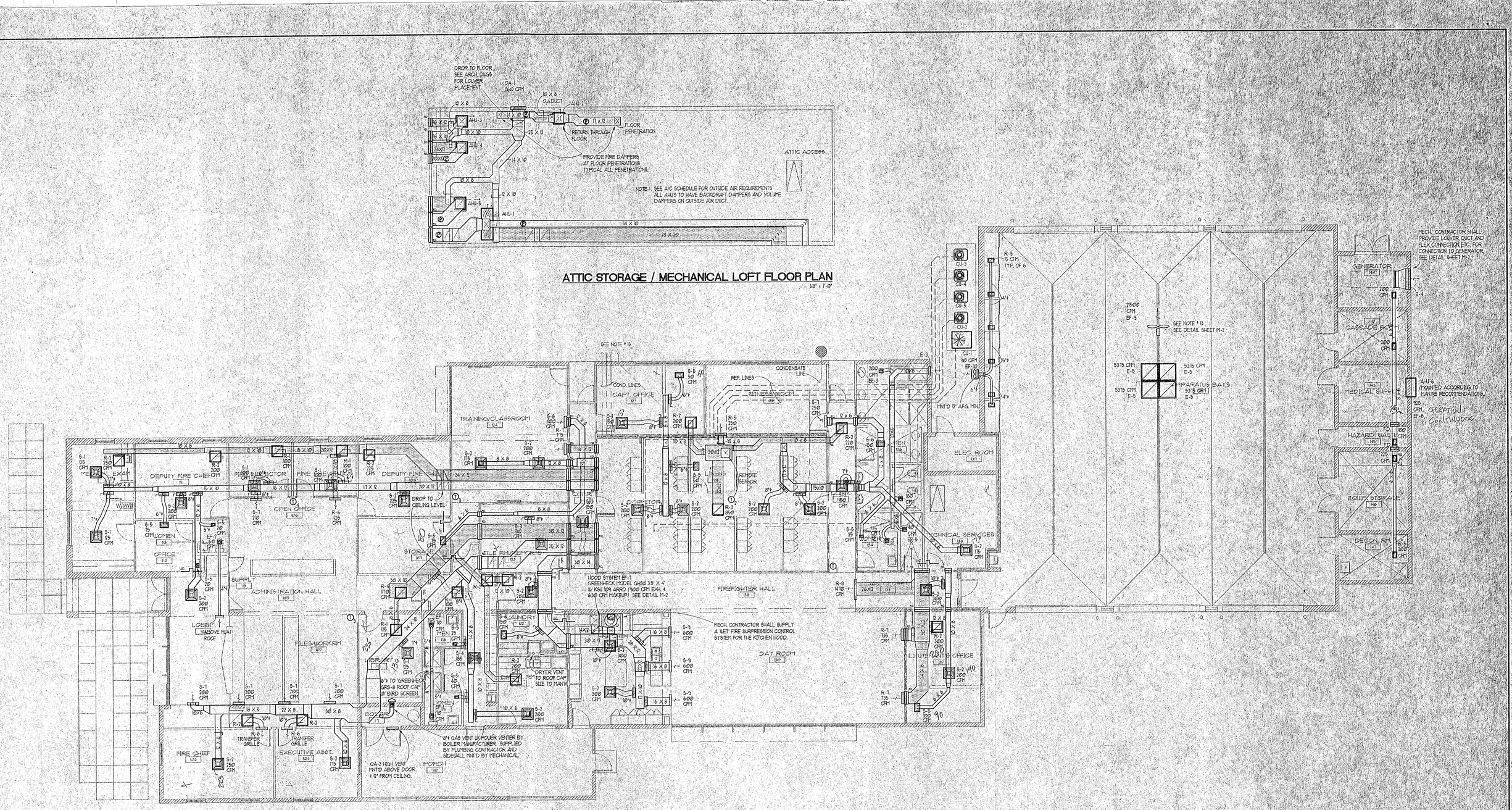
REFLECTED CEILING PLAN

SCALE: 1/8" = 1'-0"

NORTH

PROJECT NO.:	FILE:	DRAWN BY:	PLOT SCALE:	SHEET No.
130020	F-A7-1	TMS	96	A7-1

DATES:		REVISIONS:	
1/6/97	ISSUE FOR CLIENT REVIEW	-	-
2/14/97	ISSUE FOR OWNER APPROVAL		
3/5/97	ISSUE FOR BID		



ATTIC STORAGE / MECHANICAL LOFT FLOOR PLAN

1/8" = 1'-0"

STEWART Engineering CONSULTANTS
EB0007107
1859 Northgate Blvd., Suite 1
Sarasota, Florida 34234
Phone: (941) 351-9996, Fax: (941) 351-9655

PROFESSIONAL STATEMENT:

TO THE BEST OF MY KNOWLEDGE, SAID PLANS AND SPECIFICATIONS COMPLY WITH THE APPLICABLE MINIMUM BUILDING CODES AND THE APPLICABLE MINIMUM FIRE SAFETY STANDARDS AS DETERMINED IN ACCORDANCE WITH CHAPTERS 553 AND 633, LAWS OF FLORIDA, AND SARASOTA COUNTY ORDINANCE 88-111.

CONTRACTOR TO VERIFY ALL DETAILS, DIMENSIONS, AND FIELD CONDITIONS BEFORE PROCEEDING WITH CONSTRUCTION. WHERE NOT CLEARLY SHOWN, OBTAIN EXACT INFORMATION FROM ENGINEER. DO NOT SCALE DRAWINGS. USE ONLY MOST RECENTLY DATED DRAWINGS. NOTIFY ENGINEER OF ANY DISCREPANCIES BEFORE PROCEEDING WITH WORK. ENGINEER RESERVES THE RIGHT TO HAVE OWNERS AS RECORD DUE TO JOB CONDITIONS. ENGINEER IS NOT RESPONSIBLE FOR CONSTRUCTION NOT CARRIED OUT IN ACCORDANCE WITH CONSTRUCTION DOCUMENTS. THESE PLANS SHALL NOT BE REPRODUCED OR COPIED IN PART OR WHOLE WITHOUT EXPRESSED WRITTEN PERMISSION FROM STEWART ENGINEERING CONSULTANTS, INC. © 1996

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FIRE STATION & ADMINISTRATION FACILITY
NORTH PORT MUNICIPAL COMPLEX
NORTH PORT, FLORIDA

MECHANICAL PLAN

SCALE: 1/8" = 1'-0"

NORTH

PROJECT NO.	FILE:	DRAWN BY:	PLOT SCALE:	SHEET No.
130020	1679M-1	PDM	1=96	M-1

DATES: REVISIONS:

1/3/97	OWNER'S REVIEW	
2/7/97	ISSUE FOR CLIENT APPROVAL	
3/3/97	ISSUED FOR BID	

City of North Port

PROFESSIONAL ENGINEERING AND ARCHITECTURAL SERVICES FOR DESIGN OF FIRE RESCUE STATION 81 EXPANSION AND REMODEL

Request for Proposal No. 2020-11

PUBLIC NOTICE/ADVERTISEMENT

REQUEST FOR PROPOSAL
CITY OF NORTH PORT, FLORIDA

Notice is hereby given that the City of North Port, FL will receive sealed proposals from legal entities authorized to do business in Florida for:

RFP NO. 2020-11
PROFESSIONAL ENGINEERING AND ARCHITECTURAL SERVICES FOR DESIGN OF FIRE RESCUE STATION 81 EXPANSION AND REMODEL

It is the intent of the City of North Port, FL hereinafter referred to as the "City" to request proposals from experienced, competent and qualified State of Florida licensed/certified firms for professional engineering, design, related architectural and construction management services to expand and remodel Fire Rescue Station 81 including the existing administrative offices.

PROPOSAL DUE DATE:
February 14, 2020 AT 2:00 P.M.

Proposals may be mailed, or hand delivered to the Purchasing Division, City of North Port, 4970 City Hall Boulevard, Suite 337, North Port, Florida 34286, NO LATER THAN 2:00 PM ON FEBRUARY 14, 2020. PROPOSALS RECEIVED AFTER THIS DATE AND TIME WILL BE REJECTED.

Non-Mandatory Pre-Proposal Meeting.	***JANUARY 23, 2020 at 8:30 A.M. City Hall, Room 302***
EVALUATION AND RANKING COMMITTEE MEETING (*Open to the Public*)	***MARCH 10, 2020, at 2:00 P.M. City Hall, Room 244***

Information regarding this project may be viewed and downloaded from DemandStar's website at www.demandstar.com or through the link provided on the city web site at www.cityofnorthport.com. Proposal documents are also posted on the City FTP site at http://apps.cityofnorthport.com/ftpinfo/ and may be obtained by choosing Purchasing from the drop down menu; however, addendums are only posted on www.demandstar.com. If you have any questions, concerns, or problems accessing the proposal package using the link, please contact Justin Daly, Contract Administrator I at 941.429.7102. Requests for additional information or clarification must be submitted in writing via facsimile to 941.429.7173 or emailed to purchasing@cityofnorthport.com. Responses will be provided to all known respondents in writing through the addenda process. No verbal requests will be honored. Responses will be provided to all known submitters in writing through the addenda process. No verbal requests will be honored. The last day for questions is **February 07, 2020 at 2:00 P.M.**

The City of North Port does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities or services.

PUBLISH: January 15, 2020
www.cityofnorthport.com
www.demandstar.com
Sarasota Herald-Tribune

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STATEMENT OF NON-SUBMITTAL

If you **do not** intend to submit a proposal on this service, please return this form to purchasing@cityofnorthport.com, via fax to 941.429.7173, or to the above address immediately.

We the undersigned have declined to submit a proposal on the requested service for **RFP No. 2020-11: PROFESSIONAL ENGINEERING AND ARCHITECTURAL SERVICES FOR DESIGN OF FIRE RESCUE STATION 81 EXPANSION AND REMODEL** for the following reason(s):

☐ Insufficient time to respond to the solicitation.

☐ We do not offer this service.

☐ Our schedule would not permit us to perform.

☐ Unable to meet bond/insurance requirements.

☐ Specifications or Scope of Service are unclear (explain below).

☐ OTHER (please specify below).

Remarks_____

_____

_____

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE:_____ ZIP CODE: _____

TELEPHONE: _____ FAX:_____

SIGNATURE: _____ DATE:_____

E-MAIL ADDRESS:_____

Note: Statement of Non-Submittal may be faxed to 941.429.7173 or e-mailed to purchasing@cityofnorthport.com.

PART I – GENERAL INSTRUCTIONS

1. PURPOSE:

A. Intent of RFP: The City of North Port, FL hereinafter referred to as the "City" desires to contract for Professional Services. It is the intent of the City, request proposals from experienced, competent and qualified State of Florida licensed/certified firms for professional engineering, design, related architectural and construction management services to expand and remodel Fire Rescue Station 81 including the existing administrative offices.

It is the intent of the City to select a firm whose submitted and demonstrated responses illustrate the highest level of knowledge and ability to perform the tasks outlined herein; and, based on their proposed team's ability to provide services required in the scope of services. The qualifications and selection of Consultants shall be in accordance with Florida Statutes Section 287.055.

The firm may propose subconsultants; however, the City will only enter into contract(s) with the selected prime firm(s). If a firm is selected based on a team that includes subconsultants, that firm shall use the subcontracted firm for the life of the Contract unless proof of extenuating circumstances is provided. The City reserves the right to approve all subconsultants. In addition, key personnel identified shall remain the key personnel for the life of the Contract, unless proof of extenuating circumstances is provided. The City reserves the right to approve all key personnel. No diversion or substitution of personnel or principals will be allowed without submission of a written request with the qualifications and experience of the proposed replacement.

B. Time and Due Date: The City of North Port will accept **SEALED** proposals from qualified firms consisting of individuals, corporations, partnerships, and other legal entities authorized to conduct business in the State of Florida **no later than 2:00 pm February 14, 2020.**

2. BACKGROUND: North Port is located approximately twelve miles east of the Gulf of Mexico. It is positioned on the southwest side of Florida in the southernmost part of Sarasota County, which is bordered on the south by Charlotte County, on the east by Desoto County and to the north by Manatee County. The City is comprised of 104± square miles and is the third largest city in the state. The 2016 Census named the City the largest city in Sarasota County with a population of 64,274 and it still is largely undeveloped. The City has 70,608 platted residential lots, 813 miles of roads and 164 miles of man-made canals. The City provides fire and emergency medical services, education, and technical rescue response from six stations, covering 104 square miles. Fire Station 81 is the headquarters station and was built in 1998.

3. CONTRACT AWARD/TERM: The City anticipates entering into one (1) contract with the firm who submits the proposal judged to be most advantageous to the City. The Respondent understands that this RFP does not constitute an agreement or a contract with the Respondent. A proposal is not binding until proposals are reviewed and accepted by the North Port City Commission and both parties execute a Contract.

4. DEVELOPMENT COSTS: The City shall not be liable for any expense incurred in connection with preparation of a response to this Request for Proposal. Respondents should prepare a straightforward and concise description of the Respondent's ability to meet the requirements of the RFP.

5. DEFINITIONS:
CITY: The term "City" shall refer to The City of North Port, Florida, or its City Commission, or City Manager or his

Designee, as applicable.

CONSULTANT: The term “Consultant” shall refer after award, said successful Respondent/Firm will be referred to as the Consultant.

CONTRACT: The term "Contract" shall refer to the Contract/Agreement that may result from this Request for Proposal.

DUE DATE AND TIME: The term “Due Date and Time” shall refer to the due date and time listed in the Notice of Availability and Timetable of this Solicitation.

PROPOSAL/REPLY/SUBMITTAL: The term "Proposal", “Reply” and “Submittal” shall refer to the complete response of the Respondent to the RFP, including properly completed forms and supporting documentation.

RESPONDENT/FIRM: The terms “Respondent” “Respondents” or “Firm” shall refer to anyone submitting a Proposal in response to this Request for Proposal.

PROPOSAL FORMS: The term “Proposal Forms” shall mean the forms required to be submitted in accordance with this Request for Proposal.

REQUEST FOR PROPOSAL: The terms "Request for Proposal", “RFP”, or “Solicitation” shall mean this Request for Proposal, including all exhibits, attachments and addendums as approved by the City, and amendments or change orders issued by the Procurement Department.

RESPONSIVE PROPOSAL/REPLY/SUBMITTAL: Is a reply submitted by a responsive and responsible Respondent which conforms in all material respects to the solicitation.

RESPONSIBLE RESPONDENT: A person, company or entity which determined to have the capability in all respects to fully perform the Contract requirements and has the integrity and reliability which will assure good faith performance.

SPECIFICATIONS: The term “Specifications” shall mean any technical requirements specified in this Request for Proposal or any addendum or other document issued by the City specifying technical requirements of the Work/Service.

SUBCONSULTANT/SUBCONTRACTOR: The term "Subcontractor" and “Sub-consultant” shall refer to any person, firm, entity, or organization, other than the employees of the Successful Respondent, who contract with the Successful Respondent to furnish labor, or labor and materials, in connection with the Work or Services to the City, whether directly or indirectly, on behalf of the Successful Respondent.

After award of Contract - Changes to the originally proposed project team (Consultant Key personnel, Sub-consultants, Sub-consultant Key personnel, Principal, etc.) shall be submitted to the City in writing. Acceptance of the change shall be the sole discretion of the City. In the event the City does not approve the amended project team, the City has the option to terminate the Contract. The City will reimburse the awarded Consultant for the work completed up to the time of termination.

TIME OF COMPLETION: Time in which the entire work shall be completed.

WORK: The terms "Work", "Scope of Work", "Services", "Program", "Project", or "Engagement" shall refer to all matters and things that will be required to be done by the Successful Respondent in accordance with entirety of the scope of work required by this RFP including all terms and conditions of this Solicitation.

6. **INQUIRIES:** The City will not respond to oral inquiries. Respondents may submit written, e-mailed or faxed, inquiries regarding this RFP to the Purchasing fax number at 941.429.7173 or the Purchasing e-mail address at Purchasing@cityofnorthport.com. The last day for questions is **February 07, 2020 at 2:00 p.m.**

   The City will record its responses to inquiries and any supplemental instructions in the form of written addenda. All written addenda will be issued through DemandStar's website at www.demandstar.com. It shall be the responsibility of the Respondent, prior to submitting their proposal, to contact the Purchasing Office to determine if addenda were issued, acknowledging, and incorporating them into their proposal.

7. **NON-MANDATORY PRE-PROPOSAL MEETING:** A non-mandatory pre-proposal meeting will be held on January 23, 2020 @ 8:30 am, City Hall, Room 302 for this project. There will be a site visit at Station 81 directly after the meeting is held.

8. **PROPOSAL SUBMISSION AND WITHDRAWAL:** The City will receive **SEALED** proposals at the following address and clearly marked on the outside: RFP NO. 2020-11 PROFESSIONAL ENGINEERING AND ARCHITECTURAL SERVICES FOR DESIGN OF FIRE RESCUE STATION 81 EXPANSION AND REMODEL addressed to:

   City of North Port
   Justin Daly, Contract Administrator I
   4970 City Hall Boulevard, Suite 337
   North Port, Florida 34286

   Proposals received after the established deadline will not be opened. Respondents may withdraw their proposals by notifying the City in writing at any time prior to the due date. Proposals not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of one hundred and eighty (180) calendar days to provide the City the services set forth in these specifications until one or more of the proposals have been accepted by the City Commissioners. Proposal documents are exempt from public record for a period of thirty days or a Notice of Intent to Award is issued whichever comes sooner per Chapter 119, as amended, of the Florida Statutes.

9. **PRESENTATIONS/DISCUSSIONS:** The Selection Committee may conduct discussions with firms of the Committee's choosing, regarding their qualifications, approach to the project, and ability to furnish the required services. The City will not be liable for any costs incurred by the Respondents in connection with such interviews/presentations (i.e. travel, accommodations, etc.). The discussions/presentations/interviews are closed to the public per Chapter 286, as amended, of the Florida Statutes.

10. **PROPOSAL RESTRICTIONS:** In order to control the cost of preparation, submittal will be restricted to the requirements as described in Part IV - "Rules and Instructions for Preparing Proposal and Required Submittal Forms" contained within this RFP.

    - **EXAMINATION OF PROPOSAL DOCUMENTS/SITE:** Prior to proposal submission, Respondents shall carefully examine all provisions of this document, and all other related documents, including all modifications thereof, incorporated in the proposal package, plus fully informing themselves as to all existing conditions and limitations that affect the work to be performed under this Contract.

- Discrepancies, omissions, or questions about the intent of the documents should be submitted to the Purchasing Division in written form as a request for interpretation no later than five (5) days prior to Proposal due date (or shall be verbally addressed at the pre-proposal conference, if applicable).

- It shall be the responsibility of the Respondent, prior to submitting their response, to either visit www.demandstar.com to view the solicitation and download all issued addenda or contact the City of North Port Purchasing Division to determine if addenda were issued.

- Examination of Sites: Prior to submitting a proposal, each Respondent shall examine the site and all conditions thereon. All proposals shall be presumed to include all such existing conditions as may affect any work to be done in this Contract. Failure to familiarize themselves with such conditions will in no way relieve the successful Respondent from the necessity of furnishing any materials or performing any work that may be required to complete the work in accordance with the Specifications.

11. **CONFLICTS WITHIN SOLICITATION:** Where there appears to be a conflict between any of the provisions in this solicitation or any addendum issued, the order of precedence shall be: the last addendum issued, Proposal Forms, Scope of Service, Plans, Permits, reports and then the General Terms and Conditions. It is incumbent upon the Respondent to identify such conflicts to the designated purchasing representative prior to the proposal response date.

12. **DRUG FREE WORKPLACE:** The City of North Port is a Drug Free Workplace. It is strongly suggested that the attached Drug Free Workplace Form be signed and returned to this office with the reply. The City grants a preference (following local preference, if applicable) to a business with drug-free workplace program, whenever two (2) or more Proposals are tied in the evaluation and ranking process. The Drug-free Workplace Vendor shall have the burden of demonstrating that its program complies with Section 287.087 of the Florida Statutes, and any other applicable state law. All Respondents are strongly recommended to submit the form entitled "**DRUG-FREE WORKPLACE AFFIDAVIT**".

13. **PUBLIC ENTITY CRIMES STATEMENT:** In accordance with Florida Statutes §287.133(2)(a), "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods/services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, Supplier, Subcontractor, or Consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list."

14. **MINORITY, WOMEN, and VETERAN OWNED BUSINESS ENTERPRISE (M/W/VBE):** M/W/VBEs are encouraged to participate in the reply process. All M/W/VBEs shall be certified as a Minority Business Enterprise by the State of Florida, Department of Management Services, Office of Supplier Diversity pursuant to Section 287.0943, Florida Statutes, or by statewide and interlocal agreement certification, as provided for by Section 287.09431, Florida Statutes. A State of Florida MBE Certificate or interlocal agreement from an agency having an interlocal agreement with the State of Florida must accompany the proposal submission and the Certificate must be issued to the prime Consultant/Contractor to claim M/W/VBE status.

15. **REGULATIONS:** Violation of any local, state or federal law in the performance of this Contract shall constitute a material breach of this Contract.

16. **CANCELLATION:** The City Manager or Designee shall have the right to unilaterally cancel, terminate, or suspend this Contract, in whole or in part, by providing the firm thirty (30) calendar days written notice by certified mail.

17. **FISCAL NON-FUNDING CLAUSE:** In the event sufficient funds are not budgeted for a new fiscal period, the City shall notify the successful Respondent of such occurrence and the Contract shall terminate on the last day of the current fiscal year without penalty or expense to the City.

18. **RESERVED RIGHTS:** The City reserves the right to accept or reject any and all submissions, to accept all or any part of the submission, to waive irregularities and technicalities, and to request resubmission, for whatever reason or for no reason, if it is deemed in the best interest of the City.

    The City, in its sole discretion, may expand the scope of work to include additional requirements. The City reserves the right to investigate, as it deems necessary, to determine the ability of any Respondent to perform the work or services requested. The Respondents upon request shall provide information the City deems necessary in order to make a determination.

19. **EQUAL EMPLOYMENT OPPORTUNITY CLAUSE:** The City of North Port, Florida, in accordance with the provisions of Title VII of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all Respondents that it will ensure that in any Contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit replies in response to this advertisement and will not be discriminated against on the ground of race, color or national origin in consideration for an award.

20. **PERFORMANCE EVALUATION:** At the end of the Contract, the receiving department will evaluate the successful Respondent's performance. This evaluation will become public record.

21. **PAYMENTS:** The City shall pay the Consultant through payment issued by the Finance Department in accordance with the Local Government Prompt Payment Act of the Florida Statutes, Chapter 218, upon receipt of the Consultant's invoice and written approval of same by the City's Administrative Agent indicating that services have been rendered in conformity with this Contract. The Consultant shall submit an invoice for payment to the City for those specific tasks that were completed during that invoicing period. For those specific services that were partially completed, progress payments shall be paid in proportion to the percentage of completed work on those specific services approved in writing by the City's Administrative Agent based on the percentage of the amount for those specific services. The Consultant's invoices shall be in a form satisfactory to the City of North Port Finance Department, who shall initiate disbursements.

22. **INSURANCE REQUIREMENTS:**

    The successful firm shall be required to supply, at their cost, the following minimum insurance coverage:

    A. Before performing any contract work, Consultant shall procure and maintain during the life of the Contract the insurance listed below, unless otherwise specified. The policies of insurance shall be primary and written on forms acceptable to the City and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best and Company rating of no less than "Excellent." No changes are to be made to these specifications without prior written specific approval by the City Manager or designee. The City Manager or designee may alter the amounts or types of insurance policies required by this Contract upon agreement with Consultant.

i. **Workers Compensation:** Coverage to apply for all employees at the statutory limits provided by state and federal laws. The policy must include Employers' Liability with a limit of $1,000,000 each accident; $1,000,000 each employee; and $1,000,000 policy limit for disease.

ii. **Comprehensive Commercial General Liability Insurance:** Occurrence form required. Aggregate must apply separately to this Contract. Minimum $1,000,000 each occurrence; $2,000,000 general aggregate; $1,000,000 products and completed ops; and $100,000 damage to rented premises.

iii. **Automobile Insurance:** To include all vehicles owned, leased, hired and non-owned vehicles with limits of not less than $1,000,000 per each accident and for property damage and bodily injury, with contractual liability coverage for all work performed under this Contract.

iv. **Professional Liability Insurance***:* Professional liability or malpractice or errors and/or omissions insurance shall be purchased and maintained with a minimum $1,000,000 per occurrence for this project with a $1,000,000 policy term general aggregate. The City prefers all Professional Liability Insurance be written on an Occurrence Form; however, in the event that the professional liability insurance required by the Contract is written on a claims-made basis, Consultant warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained for a period of two (2) years or an extended reporting period (ERP) with tail coverage will be obtained and maintained for a period of two (2) years beginning at the time work under this Contract is completed.

- **Professional Liability (Errors and Omissions Liability) for Subcontractors/Subconsultants** In addition to the insurance requirements for the Consultant, the Consultant's registered sub-contractors (including structural, civil, mechanical, plumbing, electrical engineering, landscape architecture, survey, geotechnical and materials testing) are required to carry Professional Liability insurance at the same levels and conditions as the Consultant.

v. **General requirements:** The City of North Port is to be named additional insured on the Comprehensive Commercial General Liability Policy. Certification of same shall be required. All certificates of insurance must be on file with and approved by the City before commencement of any work activities under this Contract.

Any and all deductibles to the above referenced policies are to be the responsibility of the Consultant. The Consultant's insurance is considered primary for any loss regardless of any insurance maintained by the City. The Consultant is responsible for all insurance policy premiums, deductibles, or SIR (self-insured retentions) or any loss or portion of any loss that is not covered by any available insurance policy.

All insurance policies must be issued by companies of recognized responsibility licensed to do business in Florida and must contain a provision that prohibits cancellation unless the City is provided notice as stated within the policy. It is the Consultant's responsibility to provide notice to the City.

B. WAIVER OF SUBROGATION: All required insurance policies are to be endorsed with a waiver of subrogation. The insurance companies, by proper endorsement or thru other means, agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers, and the City's insurance carriers, for losses paid under the terms of these polices that arise from the contractual relationship or work performed by the Consultant for the City. It is the Consultant's responsibility to notify their insurance company of the Waiver of Subrogation and request written authorization or the proper endorsement. Additionally, the Consultant, its

officers, officials, agents, employees, volunteers, and any subcontractors, agree to waive all rights of subrogation against the City and its insurance carriers for any losses paid, sustained or incurred, but not covered by insurance, that arise from the contractual relationship or work performed. This waiver also applies to any deductibles or self-insured retentions the Consultant or its agents may be responsible for.

C. POLICY FORM

i. All policies, required by this Contract, with the exception of Workers Compensation, or unless specific approval is given by Risk Management through the City's Purchasing Office, are to be written on an occurrence basis, shall name the City of North Port, its Commissioners, officers, agents, employees and volunteers as additional insured as their interest may appear under this Contact. Insurer(s), with the exception of Workers Compensation, shall agree to waive all rights of subrogation against the City of North Port, its Commissioners, officers, agents, employees or volunteers.

ii. Insurance requirements itemized in this Contract, and required of the Consultant, shall be provided by or on behalf of all subcontractors to cover their operations performed under this Contract.

The Consultant shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.

iii. Each insurance policy required by this Contract shall:

a. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.

b. Be endorsed to state that coverage shall not be suspended, voided or cancelled by either party except after notice is delivered in accordance with the policy provisions. The Consultant is to notify the City Purchasing Office by written notice via certified mail, return receipt requested.

iv. The City shall retain the right to review, at any time, coverage, form, and amount of insurance.

v. The procuring of required policies of insurance shall not be construed to limit Consultant's liability nor to fulfill the indemnification provisions and requirements of this Contract. The extent of Consultant's liability for indemnity of the City shall not be limited by insurance coverage or lack thereof, or unreasonably delayed for any reason, including but not limited to, insurance coverage disputes between the Consultant and its carrier.

vi. The Consultant shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the City is an insured under the policy.

vii. Claims Made Policies will be accepted for hazardous materials and such other risks as are authorized by the City's Purchasing Office. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two (2) years. If provided as an option, the Consultant agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.

viii. Certificates of Insurance evidencing Claims Made or Occurrences form coverage and conditions to this Contract, as well as the Contract number and description of work, are to be furnished to the City's

Purchasing Office (4970 City Hall Boulevard, Suite 337, North Port, FL 34286) prior to commencement of work AND a minimum of thirty (30) calendar days prior to expiration of the insurance contract when applicable. All insurance certificates shall be received by the City's Purchasing Office before the Consultant will be allowed to commence or continue work. The Certificate of Insurance issued by the underwriting department of the insurance carrier shall certify compliance with the insurance requirements provided herein.

ix. Notices of Accidents (Occurrences) and Notices of Claims associated with work being performed under this Contract shall be provided to the Consultant's insurance company and the City's Purchasing Office as soon as practicable after notice to the insured.

x. The Certificate of Insurance must include the following:

In the "Description of Operations/Special Provisions" section - "City of North Port, Florida, is named as an additional insured, as its interests may appear on Commercial General Liability Policy."

In the "Certificate Holder" section

City of North Port, Florida
4970 City Hall Boulevard
North Port, FL 34286

23. INDEMNITY: The Consultant shall indemnify and hold harmless the City, its Commissioners, officers and employees, from all liabilities, damages, losses and costs (including, but not limited to, reasonable attorneys' fees and court costs, whether such fees and costs are incurred in negotiations, at the trial level or on appeal, or in the collection of attorneys' fees), to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant, or Consultant's officers, employees, agents, and other persons employed or utilized by the Consultant in the performance of, or the failure to perform, the Contract.

In the event of a claim, the City shall promptly notify the Consultant in writing by prepaid certified mail (return receipt requested) or by delivery through any nationally recognized courier service (such as Federal Express or UPS) which provides evidence of delivery, at the address provided for receipt of notices in this Contract. Such notification may also be provided by fax transmission.

The City shall provide all available information and assistance that the Consultant may reasonably require regarding any claim. This agreement for indemnification shall survive termination or completion of the Contract. The insurance coverage and limits required in this Contract may or may not be adequate to protect the City and such insurance coverage shall not be deemed a limitation on the Consultant's liability under the indemnity provided in this section. In any proceedings between the parties arising out of or related to this Indemnity provision, the prevailing party shall be reimbursed all costs, expenses and reasonable attorney fees through all proceedings (at both trial and appellate levels).

Nothing in this Contract shall be deemed to affect the rights, privileges and immunities of the City as set forth in Florida Statute § 768.28.

24. CONFLICTS OF INTEREST - CITY OFFICERS, EMPLOYEES OR BOARD MEMBERS: The Florida Code of Ethics regulates the ability of the City to contract with its public officers (including board members), employees, and their immediate relatives. Respondents shall disclose any such potential conflicts on the provided Conflict of Interest Form. Respondents are responsible for reviewing Florida Statute §112.313 to determine whether they may have

a conflict. If Respondent is in doubt as to their ability to contract with the City, they shall seek a conflict of interest opinion from the City Manager or their designated representative prior to submittal of a response.

25. **DISCLOSURE FORM FOR CONSULTANT/ENGINEER/ARCHITECT:** The purpose of this disclosure form is to allow the City to identify actual or potential 'financial' or 'other interests' (as defined in the form) which may adversely affect, or have the appearance of adversely affecting, the City's interest in the award of this Contract. The City reserves the right to reject any proposal, terminate negotiations, or terminate any subsequent contract deemed to have an unacceptable conflict of interest.

26. **COLLECTION OF FEES, ASSESSMENTS AND TAXES:** By acceptance of a Contract, the Consultant acknowledges compliance with the requirement that all delinquent and currently due fees, and taxes have been paid. The City may require verification and satisfaction of all delinquencies and currently due fees, assessment and taxes prior to submittal due date. City will conduct annual review for any fees, assessments and taxes.

27. **NON-DISCRIMINATION:** The City of North Port does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities or services. Pursuant to Subsection 287.134(2)(a), F.S., " an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or Contractor under a contract with any public entity; and may not transact business with any public entity."

28. **CONTACT PROHIBITION:** All prospective Respondents are hereby instructed NOT to contact any member of the City of North Port Commission, City Manager, or City of North Port staff member other than the authorized City contact person identified in this Solicitation, or their designated Procurement staff member, regarding this solicitation package, or their submittal package, City's Intent to Award, or City's Intent to Reject (if applicable) at any time prior to the formal award for this project. Any such contact shall be cause for rejection of your submittal.

29. **STATE REGISTRATION REQUIREMENTS:** Any Respondent required by Florida law to register to do business in this state shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, 608, 617, or 621, Florida Statutes, unless they are exempt. A copy of the registration/application will be required prior to award of a Contract. Any partnership submitting a response to this solicitation shall have complied with the applicable provisions of Chapter 620, Florida Statutes.

30. **ASSIGNMENT:** The Consultant shall not assign any interest in this Contract and shall not transfer any interest in same (whether by assignment or novation) without prior written consent of the City Manager or designee, except that claims for the money due or to become due the Contractor from the City under this Contract may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the City. Notice of such transfer or assignment due to bankruptcy shall be promptly given to the City.

31. **AMENDMENT:** This Contract constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No amendment change or addendum to this Contract is enforceable unless agreed to in writing by both parties and incorporated into this Contract. The City Manager or designee may agree to amendments that do not increase compensation to Consultant.

32. **DECLARATION OF EXEMPTION FROM PUBLIC RECORD:** Pursuant to Florida Statute § 119.071 (1)(b)(2), all submittals are exempt from public record until such time as the City provides notice of an intended decision or until 30 days after opening the replies, whichever is earlier.

33. **FLORIDA PUBLIC RECORDS LAW.** In accordance with Chapter 119 of the Florida Statutes, and, except as may be provided by Chapter 119 of the Florida Statutes and other applicable State and Federal Laws, all Respondents should be aware that the Proposal and the responses thereto are in the public domain and are available for public inspection and copying. If the Respondent is asserting that certain information in its proposal is confidential and/or proprietary and/or exempt from public disclosure, then the Respondent is required to do the following: (1) identify, with specificity, the information which the Respondent asserts is confidential and/or proprietary and/or exempt from public disclosure, (2) place such information (including any applicable electronic media on which such information is contained) in a sealed envelope that is separate from the Respondent's other proposal documents, (3) clearly label the envelope that contains the confidential, proprietary and/or exempt information as follows: "EXEMPT FROM PUBLIC DISCLOSURE" with Respondent's name and the Bid number marked on the outside, and (4) specifically cite the applicable Florida Statute(s) that exempts such information from public disclosure - such citation must be placed on the sealed envelope and also on a separate document contained within the sealed envelope along with any relevant explanations. The envelope that contains the Respondent's confidential/proprietary/exempt information must be submitted with the Respondent's other proposal documents.

    Respondent is advised that failure to follow the aforementioned instructions may result in Respondent's alleged confidential/proprietary/exempt information being disclosed to the public. All submittals received in response to this Bid will become the property of the City of North Port and will not be returned. In the event of an award, all documentation produced as part of the Contract will become the exclusive property of the City.

    Be aware that the designation of an item as exempt from public disclosure by a Respondent may be challenged in court by any person or entity. By designation of material in your Bid submittal as exempt from public disclosure, Bidder agrees to defend the City of North Port (and its employees, agents and elected and appointed officials) against all claims and actions (whether or not a lawsuit is commenced) related to Respondent's designation of material as exempt from public disclosure and to hold harmless the City of North Port (and its employees, agents and elected and appointed officials) for any award to a plaintiff for damages, costs and attorneys' fees, and for costs and attorneys' fees incurred by the City by reason of any claim or action related to you designation of material as exempt from public disclosure.

34. **PUBLIC RECORDS:** In accordance with Florida Statutes 119.0701, Contractor shall comply with all public records laws, and shall specifically:

    1. Keep and maintain public records required by the CITY to perform the service.

        a. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (See http://dos.state.fl.us/library-archives/records-management/general-records-schedules/).

        b. "Public records" means and includes those items specified in Florida Statutes 119.011(12), as amended from time to time, and currently defined as: All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Consultant's records under this

Contract include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Contract.

2. Upon request from the City's custodian of public records, provide the City, at no cost, with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. All records kept 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 systems of the City.

3. Ensure that project 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 Contract term and, if the Consultant does not transfer the records to City following completion of the Contract, for the time period specified in General Records Schedule GS1-SL for State and Local Government Agencies.

4. Upon completion of the Contract, transfer, at no cost, to the City all public records in Contractor's possession or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion of the Contract, the Consultant shall meet all applicable requirements for retaining public records.

5. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CUSTODIAN OF PUBLIC RECORDS, 4970 CITY HALL BOULEVARD, NORTH PORT, FLORIDA 34286, (941) 429-7056 OR HOTLINE 429-7270; EMAIL Publicrecordsrequest@cityofnorthport.com.**

6. Failure of the Contractor to comply with these requirements shall be a material breach of this Contract. Further, the Contractor may be subject to penalties under Florida Statutes 119.10.

The Consultant acknowledges that they have read the above information and agrees to comply with all the above RFP requirements.

35. SUNSHINE LAW EXEMPTIONS: The exemption under F.S. §286.0113 provides that for all "competitive solicitations:"

- Any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation,

- Any portion of a meeting at which a vendor makes an oral presentation as part of a competitive solicitation,

- Any portion of a meeting at which a vendor answers questions as part of a competitive solicitation, or

- Any portion of a team meeting at which negotiation strategies are discussed is exempt from s. 286.0113 and s. 24(b), Art. I of the State Constitution.

An exemption from the Sunshine law means that the meeting does not have to be noticed, open to the public or have minutes taken. The statute does provide that a verbatim recording of the meeting must be made. The recording and any records presented at the meeting are also exempt from public records disclosure until 30 days after opening of the bids, proposals or replies, or notice of an intended decision, whichever is earlier. The exemption does not apply to the evaluation/ranking portion of a Selection Committee meeting, the approval of a Respondent to negotiate with, or approval of the final Contract.

36. REPLIES ARE SUBJECT TO PUBLIC INSPECTION: Unless exempted by law, all public records are subject to public inspection and copying under Florida's Public Records Law, Chapter 119, F.S. A time-limited exemption from public inspection is provided for the contents of a reply pursuant to Section 119.071(1)(b), F.S. Once that exemption expires, all contents of a reply become subject to public inspection unless another exemption applies. Any claim of trade secret exemption for any information contained in a Respondent's reply to this solicitation will be waived upon opening of the reply by the Owner, unless the claimed trade secret information is submitted in accordance with this Section. This waiver includes any information included in the Respondent's reply outside of the separately bound document described below.

37. NON-EXCLUSIVITY: No guarantee of certain services, volume of work, or quantity of projects is implied. This Contract does not entitle any firm to exclusive rights to City of North Port contracts. The City reserves the right to acquire professional services from other firms or perform "in-house" services for any purpose as it deems appropriate. The City may, in its sole discretion, procure the services of any consultants at any time for any project other than those selected.

38. SCRUTINIZED COMPANIES: As required by section 287.135(5), Florida Statutes, for contracts of $1,000,000.00 or less, when submitting a bid or proposal, and prior to entering into a contract with the City, ever person or entity shall certify on a form provide by the City, that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and that it is not engaged in a boycott of Israel.

B. As required by section 287.135(5), Florida Statutes, for contracts of $1,000,000.00 or more, when submitting a bid or proposal, and prior to entering into a contract with the City, ever person or entity shall certify on a form provided by the City, that all of the following are true:

1. It is not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and that it is not engaged in a boycott of Israel; and

2. It is not on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector list, created pursuant to section 215.473, Florida Statutes; and

3. It is not engaged in business operations in Cuba or Syria.

C. PENALTY:

1. If a false certification is submitted or the person or entity has been placed on one of the above-noted Lists of Scrutinized Companies or has engaged in business operations in Cuba or Syria, the person or entity will be in breach of the Contract terms and the City may terminate the Contract.

2. A person or entity that has been found to have provided a false certification may be subject to a civil penalty equal to the greater of $2 million or twice the amount of the Contract, plus all reasonable

attorney's fees and costs, including any costs for investigations that led to the finding of the false certification; and

3. A person or entity that has been found to have provided a false certification shall be ineligible to bid on any contract with the City for three (3) years after the date the City determined that a false certification has been submitted.

39. JOINT VENTURES: The joint venture must be in place at the time of submittal. Firms who submit a proposal as a "joint venture" must clearly indicate in their proposal the name of the "joint venture" and the individual participants. All documents must be executed/signed and notarized by all parties involved as participants in the "joint venture". A copy of the formal "joint venture" contract between all parties, indicating their respective roles, responsibilities (e.g., agreement of the joint venture relative to the type of work, the dollar levels of participation and percentage of total fees based on location, where applicable) shall be included with the "joint venture" proposal submittal. One firm will take the lead as point of contact and awardee; how you work it out with your partnering firm is up to you. The City Contract is with one entity, and one check is issued.

40. SUB-CONSULTANTS: A Sub-Consultant is an individual or firm contracted by the Consultant or Consultant's firm to assist in the performance of services required under this RFP. A Sub-Consultant shall be paid through Consultant or Consultant's firm and not paid directly by the City. Sub-Consultants are allowed by the City in the performance of the services delineated within this RFP. Consultant must clearly reflect in its Proposal the major Sub-Consultant(s) to be utilized in the performance of required services. The City retains the right to accept or reject any Sub-Consultant proposed in the response of Successful Consultant(s) or prior to Contract execution. Any and all liabilities regarding the use of a Sub-Consultant shall be borne solely by the successful consultant and insurance for each Sub-Consultant must be maintained in good standing and approved by the City throughout the duration of the Contract. Neither Successful Consultant nor any of its Sub-Consultants are considered to be employees or agents of the City. Failure to list all Sub-Consultants and provide the required information may disqualify any proposed Sub-Consultant from performing work under this RFP.

Consultants shall include in their responses the requested Sub-Consultant information and include all relevant information required of the Consultant. In addition, within five (5) working days after the identification of the award to the successful Consultant(s), the Consultant shall provide a list confirming the Sub-Consultant(s) that the Successful Consultant intends to utilize in the Contract, if applicable. The list shall include, at a minimum, the name, and location of the place of business for each Sub-Consultant, the services Sub-Consultant will provide relative to any Contract that may result from this RFP, Sub-consultant's hourly rates or fees, any applicable licenses, references, ownership, and other information required of Consultant.

41. PRIOR CITY WORK: If your firm has prior experience working with the City **DO NOT** assume this prior work is known to the evaluation committee. All firms are evaluated solely on the information contained in their proposal, information obtained from references, interviews, or presentations if requested. All submittals must be prepared as if the evaluation committee has no knowledge of the firm, their qualifications or past projects. Prior work done for the City may be used as a reference submitted by the Respondent if it is submitted within their proposal and similar to the work being requested in this RFP.

42. USE OF INFORMATION FROM OTHER SOURCES: The City of North Port reserves the right to consider historic information and fact, whether gained from the submitted proposal, question and answer conferences, references, and/or other sources in the evaluation process.

The City reserves the right to conduct investigations as deemed necessary by the City to assist in the evaluation of any proposal and to establish the responsibility, qualifications and financial ability of Offerors, subcontractors, suppliers and other persons and organizations to perform and furnish the work in accordance with the documents.

43. **DISCREPANCIES, ERRORS AND OMISSIONS:** Any discrepancies, errors, or ambiguities in the RFP or addenda (if any) should be reported in writing to the City's Purchasing Department. Should it be necessary, a written addendum will be incorporated to the RFP. The City will NOT be responsible for any oral instructions, clarifications, or other communications.

44. **DISQUALIFICATION:** The City reserves the right to disqualify responses before or after the submission date, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Consultant. It also reserves the right to waive any immaterial defect or informality in any Responses, to reject any or all Responses in whole or in part, or to reissue a Request for Qualifications.

45. **RESPONSES / PROPOSAL RECEIPT:** Sealed Responses will be accepted in accordance with the schedule detailed on the cover of this RFP. After that date and time, Responses will not be accepted. The Consultant shall file all documents necessary to support its Proposal and shall include them with its Proposal. Consultants shall be responsible for the actual delivery of Responses during business hours to the exact address indicated on the cover and in the RFP.

The Respondent acknowledges that they have read the above information and agrees to comply with all the above RFP requirements.

END OF PART I

PART II – SCOPE OF SERVICES

1.1 **Scope of Services:** This scope of service is a general guide to the work the City expects to be performed by the Consultant and is not a complete listing of all services that may be required or desired. These services include providing architectural/engineering design and Construction Management Services for the future expansion and remodel of the existing facility for Fire Rescue Station 81project at 4980 City Center Boulevard, North Port, FL 34286.

1.2 **Project Description:** The City provides fire and emergency medical services, education, and technical rescue response from six (6) stations, covering 104 square miles. Fire Rescue Station 81 is the headquarters station and was built in 1998. The City has exceeded the space requirements and the station needs to be expanded, and the existing areas updated and remodeled. The Respondent awarded this Contract shall be responsible for 100% design drawings and construction documents. Fire Rescue Station 81 currently includes the administration offices and the Bay Flight Operations.

The Consultant must comply with all City of North Port Florida Unified Land Development Code (ULDC) design standards, ordinances, Staff Development Review (SDR) meetings, and the National Fire Protection Association (NFPA) standards.

As stated above, the City has space and outdated building concerns that need to be addressed. Recommendations and options to expand horizontally and/or vertically are being sought along with remodeling suggestions.

1.3 The intent of this RFP is to invite engineering firms to submit proposals for the redesign for the expansion, update, and remodel of Fire Rescue Station 81 to meet current and forecasted future needs. Additionally, the preparation of an estimate of probable costs for construction is included in the scope of services. Work will include but is not limited to the following:

a. Kickoff meeting with Fire Rescue staff.
b. Attendance at progress meetings with the Fire Rescue Station 81 staff as needed or requested.
c. Comprehensive evaluation of Fire Rescue Station 81 for all utilities, technology infrastructure, landscaping to provide recommendations to the Fire Rescue staff.
d. Development of Specifications on the expansion, update and remodel of Fire Rescue Station 81.
e. Review of 30%, 60% and 90% plans and Specifications with City Staff.
f. Engineer's Estimate of Probable Construction Cost.
g. Prepare and submit to the City the final signed and sealed plans, permits, a detailed bid form, Technical Specifications and details for the solicitation of construction services.
h. Attend Pre-Bid meeting for construction.
i. Answer any requests for additional information during the bidding process for construction.
j. Construction phase services to include evaluation of bid submittals, RFIs, change orders, amendments, inspections, certifications, and record drawings.
k. Make recommendations for award of the construction contract based on bids received.
l. After final completion of construction, provide certification of construction and record drawings.

1.4 **Construction Management:**

a. Provide construction management services as the City's representative for the project during construction, final inspection, close out and one-year warranty inspection. Consultant should expect to

provide significant presence on site during construction to review construction mockups and effectively coordinate with the City representative(s) as needed or requested.

b. Construction management shall include the review of materials and workmanship and approval and/or rejection of the same and documentation thereof.

c. Construction management shall include the review and approval of any change orders/amendments after consultation with and approval by the City representative(s).

e. Construction management shall include the review of any requests for time extension or rain days by the construction contractor and recommendation for the approval or denial of such to the City representative(s).

f. Construction management shall include the review and approval or denial recommendations of all pay applications to the City representative(s).

1.5 **Project Requirements:** This work shall include the following related architectural/engineering and construction management services for redesign and expansion of the existing administrative offices and Fire Rescue Station 81. The Consultant shall be responsible for knowledge of and compliance with all federal, state and local laws, rules, codes, ordinances, practices and regulations. The Consultant must conclusively demonstrate their ability to professionally represent the City to any and all regulatory agencies and departments as may be required. The Consultant shall work in close cooperation and coordinate their work through Fire Department designee(s).

Work will include but is not limited to the following:

a. Preparation of all required drawings, engineering studies, analysis, associated reports and permit applications, as required, for the Florida Department of Health (DOH), Florida Department of Environmental Protection (FDEP), Southwest Florida Water Management District (SWFWMD), and City of North Port Staff Development Review.

b. Prepare specifications and final design plan documents and bid forms for the construction solicitation. This shall include preparation of 100% complete construction documents.

c. Prepare engineer's opinion of probable construction cost.

d. Provide bid phase services to include attending pre-bid meeting, response to bid questions and preparation of any needed bid addendum.

e. Upon the City's receipt of bids for construction services, conduct evaluation of bids and make recommendation(s) to the City regarding the lowest responsive and responsible bidder unless other criteria is specified in the request for bids.

f. Provide construction phase services to include review of submittals, construction inspections, certification of construction completion and record drawings.

The selected firm shall understand that time is of the essence for this project and shall complete the project on the following schedule. Although it is anticipated the City will respond sooner, the City shall have a minimum of ten (10) business days to review and submit comments for each submittal. Design, permitting, final plans and specifications must be completed within 180 days of the written Notice to Proceed authorization.

Information provided in Part I, General Instructions, Paragraph 1, Purpose, of this RFP, is included in this Part II, Scope of Service, by reference.

END OF PART II

PART III – EVALUATION OF PROPOSALS

EVALUATION METHOD AND CRITERIA: All proposals will be subject to a review and evaluation process. It is the intent of the City that all Respondents responding to this RFP, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible proposals received in its evaluation and award process.

Proposals shall include all of the information solicited in this RFP, and any additional data that the Respondent deems pertinent to the understanding and evaluating of the proposal. Respondents should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations **may not** be solicited.

During the evaluation process and at the sole discretion of the City, requests for clarification of one or more Respondent submittals may be conducted. This request for clarification may be performed by the City in a written format, or through scheduled oral interviews. Such clarification request will provide Respondents with an opportunity to answer any questions the City may have on a Respondent's submittal.

AWARD CRITERIA: Award will be made according to State of Florida statute 287.055 also known as the Consultants Competitive Negotiation Act (CCNA). Firms are ranked according to the evaluation criteria which will include, but shall not be limited to, considerations listed under Part II- THROUGH IV. The City shall be the sole judge as to the merits of the proposal(s), and the resulting Contract to the most qualified, responsive, and Responsible Respondent(s), who fulfills all requirements, and whose evaluation by the City indicates that the award will be in the best interest of the City. The City's decision will be final. The City will initiate negotiations with the top ranked firm. If negotiations with the top ranked firm are not successful negotiations will begin with number two and then three if necessary.

EVALUATION CRITERIA: Proposals will be reviewed by staff from the City of North Port and evaluated based on the format and content outlined in this proposal as follows:

Remarks: The **assigned value** is judged on a scale of **0 through 5**

0=Information/documentation provided is not adequate for evaluation
1=Poor, Unacceptable, Needs major help to be acceptable
2=Marginal, Weak, Workable but needs clarifications
3=Good, No major weaknesses, Fully Acceptable as is
4=Excellent, Very good, Solid in all respects
5=Outstanding, out-of-the-box, Innovative

Evaluation Criteria	*Value*	*Assigned Value*	*Weight 1-10*	*Score*
QUALIFICATIONS OF FIRM	**0-5**		**X 3**	= 15 max
KEY PERSONNEL/QUALIFICATIONS OF THE PROJECT TEAM	**0-5**		**X 4**	= 20 max
TEAM'S PREVIOUS EXPERIENCE/PROFICIENCY IN SIMILAR PROJECTS	**0-5**		**X 5**	= 25 max
PROJECT UNDERSTANDING & APPROACH	**0-5**		**X 4**	= 20 max
REFERENCES	**0-5**		**X 4**	= 20 max

SUB-TOTAL	**= 100 max**

THE FOLLOWING CRITERIA WILL BE VERIFIED BY PURCHASING AND PROVIDED AT THE EVALUATION MEETING:				
LITIGATION – have you been named as a defendant or co-defendant in a lawsuit in the past five years If so, describe circumstances and outcome, including Case Number, Case Name and Court	**0 or 1**		**X 1**	= 1 max
M W/VBE Certification A. Certified Minority Value of 3 B. Non-certified or N/A Value of 0	**0 or 3**		**X 1**	= 3 max
			TOTAL POINTS	**104 Max**
REMARKS: Litigation **has a point value of either 0 or 1. Minority, Women, and Veteran Owned Business Enterprise have a point value of either 0 or 3 – applies only to prime consultant and certificate must be submitted with proposal.**				

SCORING:

1. The Committee will score their evaluations independently through raw scores and the raw scores will be converted to ordinal score.
   a) Committee member will score each Respondent 0 through 5 (5 being the highest score) on each criterion, unless the score for the criteria score is processed with a calculated formula.
   b) The score will be multiplied by the criteria weight. The total raw score obtainable is 100 and bonus points (applicable preference points) will be added to the total points scored.
   c) Each total raw score will be converted to an ordinal score.

2. Ordinal Scores are determined as the order of preference based on the individual member's raw scores.
   a) The highest raw score will receive an ordinal score of one, 2nd highest raw score will receive an ordinal score of 2, and so on.
   b) The individual ordinal score for each Respondent by each committee member are added together for a total ordinal score.

3. The lowest total ordinal score will be ranked as #1, 2nd lowest ranked as #2 and so on.

4. The Committee will meet in a public meeting to discuss the responses, scoring, ranking, and all issues related to the project. The committee members have the right to either:

   a) Adjust their scoring based on committee discussion; or
   b) Re-rank the Respondents based on committee discussion; or
   c) Determine a ranking by the consensus of the committee.

5. The Committee will hold a 'closed' meeting (telephone discussions) with each of the Respondents to further clarify the City's requirements and the Respondent's proposals prior to the public ranking meeting.

SELECTION – EVALUATIONS, RANKING AND TELEPHONE DISCUSSIONS: The Selection Committee shall evaluate and rank the proposals submitted by all responsive firms. Telephone discussions will be held with all firms submitting prior to ranking. Discussions are **not** open to the public Please see schedule below and ensure that a representative of your firm will be available via telephone when called by the Selection Committee. Each of the firms will be contacted via e-mail and informed of the time that the discussions will begin. The firms **may be** provided with additional information regarding the project requirements along with written questions from the selection committee. The discussions will be conducted with submitting firms in alphabetical order, with an anticipated time frame not to exceed 15 minutes with each firm being called consecutively.

As stated above, discussions will be held via telephone utilizing the telephone number listed on the signature page of the submittal form. It is each firm's responsibility to have the appropriate personnel at that telephone site or respond to the questions and/or clarification. Once the telephone discussions (are **not** "Open" to the public) are completed, the Selection Committee will commence the discussions, evaluations and ranking portion of the meeting (which **is** "Open" to the public).

The firm ranked number one by the Selection Committee will be the firm recommended for contract negotiations. In accordance with §287.055, Purchasing on behalf of the Selection committee shall forward their recommendation to the City Manager in rank order the response or responses of which the Selection Committee deems to be in the best interest of the City. Purchasing shall be request the City Manager to authorize staff to negotiate a contract with the number one (top) ranked consultant. Following the negotiations, a final contract will be presented for City Commission approval.

If presentations are not requested: Contract negotiations will then commence with the top ranked firm pending City Manager approval. The department will prepare the agenda item for the next available commission meeting and request the City Commission to approve the Contract and authorize the City Manager to execute the Contract with the top ranked, responsive and responsible firm.

If presentations are requested - Formal Oral Presentations: Purchasing will establish the schedule and Respondents will be notified within a reasonable time period (date provided below), in advance of the date, time and place of the presentations. The specific format of each presentation will be provided to Respondents with the notifications. Oral presentations will **NOT** be open to the public.

The City will allot equal time for each Respondent. The format may consist of formal presentations, questions and answers, and discussion for clarification purposes. Oral presentations will provide an opportunity for the Respondents to demonstrate their ability to use time efficiently, effectively and economically. The times allotted are maximums and no firm will be penalized for using less than the allotted time.

Final Ranking (if presentations are requested) and Recommendation for Award: Upon completion of the oral presentations, the Committee will rank the top three Respondents on their oral presentations to determine the top ranked Respondent considered to be the most capable of performing the required project in the best interest of the City. The Department will prepare the agenda item for the next available commission meeting requesting the City Commission approve the Contract and authorize the City Manager to execute the Contract with the top ranked, Responsive and Responsible Respondent.

Upon completion of the telephone discussions or oral presentations, the Committee will rank the proposals to determine the top ranked Respondent. Committee recommendation will be submitted to the City Manager for approval to commence negotiations with the top ranked firm.

SCHEDULE: The anticipated schedule for this project is as follows:

Timeline of Events	Event Time	Event Date
Issuance of Proposal	8:00 AM	**January 15, 2020**
Non-Mandatory Pre-Proposal Meeting	8:30 AM **(OPEN TO PUBLIC) CITY HALL, ROOM 302**	**January 23, 2020**
Deadline to submit questions/clarifications	2:00 PM	**February 07, 2020**
Submittal Due Date	2:00 PM	**February 14, 2020**
Telephone Discussions/Oral Presentations (Closed to Public), **Evaluation and Ranking Committee Meeting (Open to Public)**	10:00 AM **(CLOSED TO PUBLIC) CITY HALL, ROOM 244** 2:00 PM **(OPEN TO PUBLIC) CITY HALL, ROOM 244**	**March 10, 2020** **March 10, 2020**
Negotiations Team Meeting **(Closed to Public)**	10:00 AM **(CLOSED TO PUBLIC) CITY HALL, ROOM 302**	**March 24, 2020**
Contract to Commission	Commission Meeting	**TBD**

END OF PART III

PART IV – RULES AND INSTRUCTIONS FOR PREPARING PROPOSAL AND REQUIRED SUBMITTAL FORMS

1. RULES FOR PROPOSALS

A. The proposal must name all persons or entities interested in the proposals as principals of the Project Team. The proposal must declare it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

B. Any questions regarding a project or submittal shall be ***directed to Purchasing***. There shall not be any contact between a Respondent and any member of the selection committee or negotiating committee or any member of the City Commission regarding the project or proposal submitted by any Respondent. Any Respondent contacting any committee member or member of the City Commission regarding a submitted proposal is subject to sanctions up to and including having the City disqualify that firm's submittal.

C. The Proposal Forms shall be used when submitting a Proposal. Use of any other forms may result in the Respondent's submittal being deemed "Non-Responsive."

D. The Proposal should be typed. The Respondent's authorized agent should sign the Proposal Forms in **blue ink**, and all corrections made by the Respondent should be initialed in ink by the authorized agent. The use of pencil or erasable ink or failure to comply with any of the foregoing may result in the rejection of the Proposal.

E. Respondent Registration with either the City or DemandStar is **not** required. The City utilizes www.DemandStar.com for their vendor database system: planholder list, and notification availability (ie. Addenda, Sign-In Sheets, Notice of Intent, etc.). Registration with DemandStar is **not** required to submit a Proposal. The City does **not** require the Respondent to complete a registration application with DemandStar to be recommended for the award of any contract. DemandStar is the City's method of notification for formal solicitations including but not limited to, addenda, sign-in, plans, tabsheets, Notice of Intent and any other related documents. Registration with DemandStar is optional, at the sole discretion of the Respondent. Respondents may register on-line at www.DemandStar.com or by requesting a faxed registration form by calling 800. 711.1712. **Note: If you are already registered with DemandStar for either the City of North Port, you do NOT need to register again.**

2. PROPOSAL FORMAT/REQUIREMENTS

Respondents should include the following information in their written proposal document and should use the following format when compiling their responses. Sections should be tabbed and labeled; pages should be sequentially numbered at the bottom of the page.

TITLE PAGE: Title Page should show the request for proposal's subject, title and proposal number; the firm's legal name; points of contact information (name, telephone, cell, fax number and E-mail address).

TABLE OF CONTENTS: The Table of Contents should provide listing of all major topics, their associated section number, and starting page. **(Maximum 1 page)**

TAB 1 - TRANSMITTAL LETTER: Provide a Letter of Interest indicating the project for which the firm is applying, and your firm's commitment to the project. The response should contain a cover letter signed in blue ink by a person who is authorized to commit the firm to perform the work included in the proposal and should identify all materials and enclosures being forwarded in response to the RFP. **(Maximum 2 pages)**

TAB 2 - QUALIFICATIONS OF THE FIRM: Provide documentation that demonstrates the ability to satisfy all of the minimum qualification requirements. Indicate the firm's number of years of experience in providing the professional services as it relates specifically to the project. Indicate business structure, IE: Corp., Partnership, LLC. Firm should be registered as a legal entity in the State of Florida; Minority/Woman owned/Veteran Business (if applicable); Company address, phone number, fax number, E-Mail address, web site, contact person(s), etc. Relative size of the firm, including management, technical and support staff; licenses and any other pertinent information should be submitted.

Respondents must submit a complete **United States Government General Services Administration Standard Form 330 PART I, Sections A, B and C and Standard Form 330 PART II for each branch office of the firm and for each subconsultant listed in PART I, C. Submittals that do not contain such documentation may be deemed as non-responsive. (Maximum 2 pages plus the Standard Form 330)**

SF330 PART I
Section A. Contract Information.

1. Title and Location. Enter the title and location of the contract for which this form is being submitted, exactly as shown in the public announcement or agency request.

2. Public Notice Date. Enter the posted date of the agency's notice on the Federal Business Opportunity website (FedBizOpps), other form of public announcement or agency request for this contract.

3. Solicitation or Project Number. Enter the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request for this contract.

Section B. Architect-Engineer Point of Contact

4 - 8. Name and Title, Name of Firm, Telephone Number, Fax (Facsimile) Number and E-mail (Electronic Mail) Address. Provide information for a representative of the prime contractor or joint venture that the agency can contact for additional information.

Section C. Proposed Team.

9-11. Firm Name, Address, and Role in This Contract. Provide the contractual relationship, name, full mailing address, and a brief description of the role of each firm that will be involved in performance of this contract. List the prime contractor or joint venture partners first. If a firm has branch offices, indicate each individual branch office that will have a key role on the team. The named subcontractors and outside associates or consultants must be used, and any change must be approved by the contracting officer. (See FAR Part 52 Clause "Subcontractors and Outside Associates and Consultants (Architect-Engineer Services)".) Attach an additional sheet in the same format as Section C if needed.

Section D. Organizational Chart of Proposed team. Attach an organizational chart of the proposed team for this project.

SF330 PART II

General Qualifications

Prepare a Part II for the specific branch office seeking work if the firm has branch offices. Prepare Part II for each branch office that will or may contribute on the project. Prepare Part II for each sub-consultant that will or may contribute to the project.

1. Solicitation Number. If Part II is submitted for a specific contract, insert the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request.

2a-2e. Firm (or Branch Office) Name and Address. Self-explanatory.

3. Year Established. Enter the year the firm (or branch office, if appropriate) was established under the current name.

4. DUNS Number. Insert the Data Universal Numbering System number issued by Dun and Bradstreet Information Services. Firms must have a DUNS number. See FAR Part 4.6.

5. Ownership.

a. Type. Enter the type of ownership or legal structure of the firm (sole proprietor, partnership, corporation, joint venture, etc.).

b. Small Business Status. Refer to the North American Industry Classification System (NAICS) code in the public announcement, and indicate if the firm is a small business according to the current size standard for that NAICS code (for example, Engineering Services (part of NAICS 541330), Architectural Services (NAICS 541310), Surveying and Mapping Services (NAICS 541370)). The small business categories and the internet website for the NAICS codes appear in FAR Part 19. Contact the requesting agency for any questions. Contact your local U.S. Small Business Administration office for any questions regarding Business Status.

6a-6c. Point of Contact. Provide this information for a representative of the firm that the agency can contact for additional information. The representative must be empowered to speak on contractual and policy matters.

7. Name of Firm. Enter the name of the firm if Part II is prepared for a branch office.

8a-8c. Former Firm Names. Indicate any other previous names for the firm (or branch office) during the last six years. Insert the year that this corporate name change was effective and the associated DUNS Number. This information is used to review past performance on Federal contracts.

9. Employees by Discipline. Use the relevant disciplines and associated function codes shown at the end of these instructions and list in the same numerical order. After the listed disciplines, write in any additional disciplines and leave the function code blank. List no more than 20 disciplines. Group remaining employees under "Other Employees" in column b. Each person can be counted only once according to his/her primary function. If Part II is prepared for a firm (including all branch offices), enter the number of employees by disciplines in column c(1). If Part II is prepared for a branch office, enter the number of employees by discipline in column c(2) and for the firm in column c(1).

10. Profile of Firm's Experience and Annual Average Revenue for Last 5 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the experience categories which

most accurately reflect the firm's technical capabilities and project experience. Use the relevant experience categories and associated profile codes shown at the end of these instructions, and list in the same numerical order. After the listed experience categories, write in any unlisted relevant project experience categories and leave the profile codes blank. For each type of experience, enter the appropriate revenue index number to reflect the professional services revenues received annually (averaged over the last 5 years) by the firm or branch office for performing that type of work. A particular project may be identified with one experience category or it may be broken into components, as best reflects the capabilities and types of work performed by the firm. However, do not double count the revenues received on a particular project.

11. Annual Average Professional Services Revenues of Firm for Last 3 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the appropriate revenue index numbers to reflect the professional services revenues received annually (averaged over the last 3 years) by the firm or branch office. Indicate Federal work (performed directly for the Federal Government, either as the prime contractor or subcontractor), non-Federal work (all other domestic and foreign work, including Federally-assisted projects), and the total. If the firm has been in existence for less than 3 years, see the definition for "Annual Receipts" under FAR 19.101.

12. Authorized Representative. An authorized representative of the firm or branch office must sign and date the completed form. Signing attests that the information provided is current and factual. Provide the name and title of the authorized representative who signed the form.

TAB 3 – KEY PERSONNEL/QUALIFICATIONS OF THE PROJECT TEAM: List the members of the project team and include an organizational chart. Provide and identify the key designer on the project and a list of the personnel with their qualifications. A brief resume including education, experience, licenses and any other pertinent information should be included for each team member, for each project, including subconsultants to be assigned to each project. Provide any other documentation that demonstrates their ability to satisfy all the minimum qualification requirements. Submittals that do not contain such documentation may be deemed non-responsive. **Provide a statement indicating the lead designer will not be substituted without the express permission of the City. (Maximum 3 pages plus the Standard Form 330)**

This information must be included in the Standard Form 330 submittal.

3.1 Please note the form requirements for Part 1 Section E.

SF 330 Section E – Include a complete Section E form (12 through 19) for EACH key person you anticipate assigning to this project.

3.2 **Sub-consultants:** Consultant must clearly reflect in its Proposal any Sub-consultants proposed to be utilized along with a summary of their background and qualifications. The City retains the right to accept or reject any Sub-consultants proposed.

TAB 4 - TEAM'S PREVIOUS EXPERIENCE/PROFICIENCY IN SIMILAR PROJECTS: Include a Section F form for each project used to represent your firm's experience in similar projects. Include each representative project your firm has completed in the past 10 years but do not exceed 10 examples. Include a Section G form which indicates the involvement of those key personnel that may be assigned to this project **(Maximum 1 page plus the Standard Form 330 sections).**

Part 1, Section F – Example Projects.

SF 330 Section F. Example Projects Which Best Illustrate Proposed Team's Qualifications for This Contract.

Select projects where multiple team members worked together, if possible, that demonstrate the team's capability to perform work similar to that required for this contract. Complete one Section F for each project. Present five projects, unless otherwise specified by the agency. Complete the following blocks for each project:

20. Example Project Key Number. Start with "1" for the first project and number consecutively.

21. Title and Location. Title and location of project or contract. For an indefinite delivery contract, the location is the geographic scope of the contract.

22. Year Completed. Enter the year completed of the professional services (such as planning, engineering study, design, or surveying), and/or the year completed of construction, if applicable. If any of the professional services or the construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description of Project and Relevance to This Contract (block 24).

23a. Project Owner. Project owner or user, such as a government agency or installation, an institution, a corporation or private individual.

23b. Point of Contact Name. Provide name and title of a person associated with the project owner or the organization which contracted for the professional services, who is very familiar with the project and the firm's (or firms') performance.

23c. Point of Contract Telephone Number and e-mail address. Self-explanatory.

24. Brief Description of Project and Relevance to This Contract. Indicate scope, size, cost, principal elements and special features of the project. Discuss the relevance of the example project to this contract. Enter any other information requested by the agency for each example project.

25. Firms from Section C Involved with This Project. Indicate which firms (or branch offices, if appropriate) on the project team were involved in the example project, and their roles. List in the same order as Section C.

SF 330 Section G. Key Personnel Participation in Example Projects.

This matrix is intended to graphically depict which key personnel identified in Section E worked on the example projects listed in Section F.

26. and 27. Names of Key Personnel and Role in This Contract. List the names of the key personnel and their proposed roles in this contract in the same order as they appear in Section E.

28. Example Projects Listed in Section F. In the column under each project key number (see block 29) and for each key person, place an "X" under the project key number for participation in the same or similar role.

29. Example Projects Key. List the key numbers and titles of the example projects in the same order as they appear in Section F.

TAB 5 – PROJECT UNDERSTANDING AND APPROACH: Provide a short narrative of your understanding of the RFP scope of services. Identify the specific details of how you will provide the services outlined and how you will approach the City's projects. The firm shall demonstrate its capabilities in managing similar completed projects, and evidence of and adherence to time and budget constraints, on projects completed within the last ten (10) years. Also provide information on your firm's current workload and how this project will fit into your workload and the techniques that are planned to assure project schedules will be met. Describe available facilities, technological capabilities and other available resources you offer for the project. **(Maximum 4 pages)**

TAB 6 – REFERENCES: Include at least five (5) business related references within the last 10 years of projects with similar scope as listed in this RFP. A minimum of three (3) references must be for work performed in Florida. The Project Manager and the key design engineer(s)/architect(s) in the proposed project team must show relevant experience in two (2) referenced similar projects. **(Maximum 5 pages plus the City required Reference Form)**

Information should include:

- Client Name, address, contact person, title, telephone and FAX numbers and E-mail addresses.
- Description of work.
- Year the project was completed.
- Engineer's Opinion of Probable Construction Cost
- Total cost of the project.

Please do not include City of North Port employees as references.

References – Consultant is to contact the references and advise his/her references that the City will be sending an e-mail and reference form which needs to be completed and e-mailed back to the City in a timely fashion.

TAB 7 - LITIGATION AND INSURANCE: Have you been involved in litigation in the last five (5) years? If so, describe circumstances and outcome. The Respondent should advise the amount of liability insurance they carry. **(maximum 2 pages plus the City required Litigation Statement Form)**

TAB 8 – ADDITIONAL INFORMATION: Any other pertinent information the Respondent chooses to provide. **(maximum 2 pages including Standard Form 330)**

SF 330 Section H. Additional Information.

30. Use this section to provide additional information specifically requested by the agency or to address selection criteria that are not covered by the information provided in Sections A-G.

Section I. Authorized Representative

31. and 32. Signature of Authorized Representative and Date. An authorized representative of a joint venture or the prime contractor must sign and date the completed form. Signing attests that the information provided is current and factual, and that all firms on the proposed team agree to work on the project. Joint ventures selected for negotiations must make available a statement of participation by a principal of each member of the joint venture.

33. Name and Title. Self-explanatory.

TAB 9 – SUBMISSION REQUIREMENTS AND REQUIRED SUBMITTAL FORMS: This checklist is provided to assist each Respondent in the preparation of their response. Included in this checklist are important requirements, which is the responsibility of each Respondent to submit with their response in order to make their response fully compliant. It is the responsibility of each Proposer to read and comply with the solicitation in its entirety.

A. SUBMITTAL REQUIREMENTS

1. NUMBER OF PAGES: The proposal **shall not exceed (50) pages (one-sided)** or **(25) pages (two-sided)** in length**. (*The Title Page, Table of Contents, City Required Forms, SF 330, resumes and tabs do not count towards the TOTAL NUMBER OF PAGES).***

1.1 When compiling a response, sections should be tabbed and labeled; pages should be sequentially numbered at the bottom of the page; proposals should be bound to allow flat stacking for easy storage; **do not use three ring binders of any kind**; and sections should be compiled in the sequence list above.

1.2 Place proposal with all the required items in a sealed envelope clearly marked for specification number, project name, name of proposer, and due date and time.

2. PAPER/FONT SIZE: 8.5”x11”/Font Calibri 11, PDF FORMAT.

3. NUMBER OF ORIGINAL PROPOSALS: One (1) original hard-copy **UNBOUND** (marked **“ORIGINAL”**) and signed in blue ink. **NUMBER OF COPIES:** five (5) hard-copies **BOUND** (marked **“COPY”**). **(1 original + 5 copies = 6 total submittals).**

4. USB Flash Drive: One (1) electronic version in Portable Document Format (PDF) **on a** Flash Drive **only** (CDs will not be accepted) containing the entire submittal.

5. Sealed package clearly marked on the outside:

RFP NO. 2020-11, PROFESSIONAL ENGINEERING AND ARCHITECTURAL SERVICES FOR DESIGN OF FIRE RESCUE STATION 81 EXPANSION AND REMODEL
Justin Daly, Contract Administrator I
City of North Port Finance Department/Purchasing Division
4970 City Hall Boulevard, Suite 337
North Port, Florida, 34286

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

B. REQUIRED SUBMITTAL FORMS: INCLUDE THIS CHECKLIST

☐ Proposal Submittal Signature Form

☐ Statement of Organization Form

State Registration Requirements (http://www.sunbiz.org/search.html). Respondent shall be registered with the State of Florida to perform the professional services required for this proposal. A copy of Registration should be included with submission.

☐ Copy of Registration, Attached

☐ State required license for Prime Firm Only (Not sub-consultants)

☐ References – Consultant is to contact the references and advise his/her references that the City will be sending an e-mail and reference form which needs to be completed and e-mailed back to the City in a timely fashion.

☐ Drug-Free Workplace (If Applicable)

☐ Public Entity Crime Information

☐ Non-Collusive Affidavit

☐ Lobbying Certification

☐ Conflict of Interest Form

☐ Disclosure Form (Consultant/Engineer/Architect)

☐ Scrutinized Companies

☐ Litigation Statement Form

☐ **SAMPLE INSURANCE CERTIFICATE:** Demonstrate your firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the Insurance Companies names for both Professional Liability and General Liability and the dollar amounts of the coverage.

☐ YES ☐ NO Sample Insurance Certificate is included with the submittal

☐ **MBE/WBE/VBE:** If claiming either Minority Business Enterprise/Women Business Enterprises/Veteran Business Enterprise, the Prime Firm (not sub-consultant) **shall be** certified as a Minority Business Enterprise by the State of Florida, Department of Management Services, Office of Supplier Diversity pursuant to Section 287.0943, Florida Statutes.

☐ YES, CLAIMING STATUS AS PRIME ONLY
☐ YES, I'VE ATTACHED THE CERTIFICATE OF MBE/WBE STATUS FROM THE STATE OF FLORIDA AS OUTLINED SECTION 1.
☐ NOT CLAIMING MBE/WBE /VBE

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL.

PROPOSAL SUBMITTAL SIGNATURE FORM

The undersigned attests to his/her authority to submit this proposal and to bind the firm herein named to perform per the Contract, if the firm is awarded the Contract by the City.

The undersigned further certifies that he/she has read the Request for Proposal, Terms and Conditions, Insurance Requirements and any other documentation relating to this request and this proposal is submitted with full knowledge and understanding of the requirements and time constraints noted herein.

As addenda are considered binding as if contained in the original specifications, it is critical that the firm acknowledge receipt of same. The submittal may be considered void if receipt of an addendum is not acknowledged.

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____
Addendum No. _____ Dated _____ Addendum No. _____ Dated _____
Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

Company Name_____

_____
Telephone # **E-Mail** **Fax #**

_____
Main Office Address

_____
City **State** **Zip Code**

Address of Office Servicing City of North Port, if different than above: ☐ ***SAME AS ABOVE***

_____
Office Address

_____
City **State** **Zip Code**

_____
Telephone # **E-mail** **Fax #**

_____
Name & Title of Firm Representative

_____ _____
Signature **Date**

Do you accept Visa? ☐ **YES** ☐ **NO**

THIS PAGE MUST BE SUBMITTED WITH PROPOSAL

STATEMENT OF ORGANIZATION
(Information Sheet for Transactions and Conveyances Corporation Identification)

The following information will be provided to the City of North Port for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, and capitalization is exactly as registered with the state or federal government.

Name of Respondent: _____

DBA (if any):_____

Type of Entity (Sole Proprietor, Corporation, LLC, LLP, Partnership, etc): _____

Business Address: _____

_____

Phone: _____ **Fax:** _____

E-Mail_____

Print Name and Title of person authorized to bind: _____

Federal Identification Number: _____

Signature: _____

Respondent shall submit proof that it is authorized to do business in the State of Florida unless registration is not required by law.

(Please Check One)

Is this a Florida Corporation: ☐ Yes or ☐ No

If not a Florida Corporation,
In what state was it created: _____
Name as spelled in that State: _____

What kind of corporation is it: ☐ "For Profit" or ☐ "Not for Profit"

Is it in good standing: ☐ Yes or ☐ No

Authorized to transact business in Florida: ☐ Yes or ☐ No

State of Florida Department of State Certificate of Authority Document No.:_____

Does it use a registered fictitious name: ☐ Yes or ☐ No

THIS PAGE MUST BE SUBMITTED WITH PROPOSAL

Names of Officers:

President:_____**Secretary:**_____

Vice President:_____**Treasurer:**_____

Director:_____**Director:**_____

Other:_____**Other:**_____

Name of Corporation (As used in Florida):

_____

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: _____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me this____ day of _____, 20___, by _____who ☐ is personally known to me or ☐ has produced his/her driver's license as identification.

_____
Notary Public - State of _____
Print Name: _____
Commission No: _____

THIS PAGE MUST BE SUBMITTED WITH PROPOSAL

REFERENCES/CLIENT LISTING

(The firm shall provide a minimum of five (5) business related references for which they are currently providing or have provided within the last ten (10) years, services similar to the scope of services required by this RFP). Attach additional sheets if necessary.

1. Business/Customer Name:_____

   Name of Contact Person/Title: _____

   Telephone# _____Fax_____E-mail_____

   Address_____

   Phone Number_____

   Duration of Contract or business relationship_____

   Type of Services Provided_____

2. Business/Customer Name:_____

   Name of Contact Person/Title: _____

   Telephone# _____Fax_____E-mail_____

   Address_____

   Phone Number_____

   Duration of Contract or business relationship_____

   Type of Services Provided_____

3. Business/Customer Name:_____

   Name of Contact Person/Title: _____

   Telephone# _____Fax_____E-mail_____

   Address_____

   Phone Number_____

   Duration of Contract or business relationship_____

   Type of Services Provided_____

COMPANY NAME:_____

SIGNATURE:_____

THIS PAGE MUST BE SUBMITTED WITH PROPOSAL

4. Business/Customer Name:_____

Name of Contact Person/Title: _____

Telephone# _____Fax_____E-mail_____

Address_____

Phone Number_____

Duration of Contract or business relationship_____

Type of Services Provided_____

5. Business/Customer Name:_____

Name of Contact Person/Title: _____

Telephone# _____Fax_____E-mail_____

Address_____

Phone Number_____

Duration of Contract or business relationship_____

Type of Services Provided_____

COMPANY NAME:_____

SIGNATURE:_____

THIS PAGE MUST BE SUBMITTED WITH PROPOSAL

DRUG FREE WORKPLACE FORM

The undersigned Consultant in accordance with Florida Statute 287.087 hereby certifies that _____ does:
(Company Name)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug free workplace through implementation of this section.

Check one:

☐ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

☐ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____
Offeror's Signature

_____
Date

THIS PAGE MUST BE SUBMITTED WITH PROPOSAL

PUBLIC ENTITIY CRIME INFORMATION

As provided by F.S. §287.133, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, Supplier, Subcontractor, or Consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

I, _____, being an authorized representative of the Respondent, _____, located at _____

City: _____ State: _____ Zip Code: _____, have read and understand the contents above. I further certify that Respondent is not disqualified from replying to this solicitation because of F.S. §287.133.

Signature: _____ Date: _____

Telephone #: _____ Fax #: _____

Federal ID #: _____

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me this____ day of _____, 20___, by_____
who ☐ is personally known to me or ☐ has produced his/her driver's license as identification.

_____
Notary Public - State of _____

Print Name: _____

Commission No: _____

THIS PAGE MUST BE SUBMITTED WITH PROPOSAL

NON-COLLUSIVE AFFIDAVIT

State of _____

County of _____ } SS.

Before me, the undersigned authority, personally appeared:
_____ who, being first duly sworn, deposes and says that:

1. He/She is the _____ (Owner, Partner, Officer, Representative or Agent) of _____, the Respondent that has submitted the attached reply;

2. He/She is fully informed respecting the preparation and contents of the attached reply and of all pertinent circumstances respecting such reply;

3. Such reply is genuine and is not a collusive or sham reply;

4. Neither the said Respondent nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other respondent, firm, or person to submit a collusive or sham reply in connection with the work for which the attached reply has been submitted; or have in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any respondent, firm, or person to fix the price or prices in the attached reply or of any other respondent, or to fix any overhead, profit, or cost elements of the reply price or the reply price of any other respondent, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the reply work.

Signed, sealed and delivered this _____day of_____, 20_____.

By: _____

_____
(Printed Name)

_____
(Title)

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me this____ day of _____, 20___, by _____who ☐ is personally known to me or ☐ has produced his/her driver's license as identification.

_____
Notary Public - State of _____
Print Name: _____
Commission No: _____

THIS PAGE MUST BE SUBMITTED WITH PROPOSAL

LOBBYING CERTIFICATION

"The undersigned hereby certifies, to the best of his or her knowledge and belief, that":

STATE OF _____

COUNTY OF _____

This_____ day_____ of 2020

_____, being first duly sworn, deposes and says that he or she is the authorized representative of _____(Name of the contractor, firm or individual), and that the vendor and any of its agents agree to have no contact or communication with, or discuss any matter related in any way to any active City of North Port solicitation, with any City of North Port elected officials, officers, their appointees or their agents or any other staff or outside individuals working with the city in respect to this request other than the designated Procurement Official Contact and to abide by the restrictions outlined in the General Terms and Conditions of the Solicitation. Technical questions directed to the project manager, is prohibited. These persons shall not be lobbied, either individually or collectively, regarding any questions for bid, proposal, qualification and/or any other solicitations released by the city. To do so is grounds for immediate disqualification from the selection process. The selection process is not considered final until such a tome as the Commission has made a final and conclusive determination.

(a) No City appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of the City, City Commission in connection with the awarding of any City Contract.

(b) If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of City Commission or an officer or employee of the City in connection with this Contract, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.

Signed, sealed and delivered this _____day of_____, 2020.

By: _____

_____
(Printed Name)

_____
(Title)

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me this____ day of _____, 2020 by _____who ☐ is personally known to me or ☐ has produced his/her driver's license as identification.

_____

Notary Public - State of _____
Print Name: _____
Commission No: _____

THIS PAGE MUST BE SUBMITTED WITH PROPOSAL

CONFLICT OF INTEREST FORM

F.S. §112.313 places limitations on public officers (including advisory board members) and employees' ability to contract with the City either directly or indirectly. Therefore, please indicate if the following applies:

PART I.

☐ I am an employee, public officer or advisory board member of the City
_____(List Position Or Board)

☐ I am the spouse or child of an employee, public officer or advisory board member of the City
Name: _____

☐ An employee, public officer or advisory board member of the City, or their spouse or child, is an officer, partner, director, or proprietor of Respondent or has a material interest in Respondent. "Material interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity. For the purposes of [§112.313], indirect ownership does not include ownership by a spouse or minor child.
Name: _____

☐ Respondent employs or contracts with an employee, public officer or advisory board member of the City
Name: _____

☐ None Of The Above

PART II:

Are you going to request an advisory board member waiver?

☐ I will request an advisory board member waiver under §112.313(12)

☐ I will NOT request an advisory board member waiver under §112.313(12)

☐ N/A

The City shall review any relationships which may be prohibited under the Florida Ethics Code and will disqualify any vendors whose conflicts are not waived or exempt.

COMPANY: _____

SIGNATURE: _____

THIS PAGE MUST BE SUBMITTED WITH PROPOSAL

DISCLOSURE FORM

FOR

CONSULTANT/ENGINEER/ARCHITECT

Please select (only) one of the following three options:

☐ Our firm has no actual, potential, or reasonably perceived, **financial*** or **other interest**** in the outcome of the project.

☐ Our firm has a potential or reasonably perceived **financial*** or **other interest**** in the outcome of the project as described here: _____.

Our firm proposes to mitigate the potential or perceived conflict according to the following plan: _____.

☐ Our firm has an actual **financial*** or **other interest**** in the outcome of the project as described here: _____.

***What does "financial interest" mean?**

If your firm, or employee of your firm working on the project (or a member of the employee's household), will/may be perceived to receive or lose private income depending on the government business choices based on your firm's findings and recommendations, this must be listed as a financial interest. An example would be ownership in physical assets affected by the government business choices related to this project. The possibility of contracting for further consulting services is not included in this definition and is not prohibited.

****What does "other interest" mean?**

If your firm, or employee of your firm working on the project (or a member of the employee's household), will/may be perceived to have political, legal or any other interests that will affect what goes into your firm's findings and recommendations, or will be/may be perceived to be affected by the government business choices related to this project, this must be listed as another interest.

BUSINESS NAME:_____

NAME (PERSON AUTHORIZED TO BIND THE COMPANY): _____

SIGNATURE:_____ **DATE:**_____

THIS PAGE MUST BE SUBMITTED WITH PROPOSAL

Scrutinized Company Certification Form

Company Name: _____

Authorized Representative Name and Title: _____

Address: _____ City: _____ State: _____ ZIP: _____

Phone Number: _____ Email Address: _____

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City of North Port for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes, section 215.4725, or is engaged in a boycott of Israel.

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City of North Port for goods or services of $1 million or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statutes, section 215.473, or with companies engaged in business operations in Cuba or Syria.

CHOOSE ONE OF THE FOLLOWING

☐ This bid, proposal, contract or contract renewal is for goods or services of less than $1 million. As the person authorized to sign on behalf of the above-named company, and as required by Florida Statutes, section 287.135(5), I hereby certify that the above-named company is not participating in a boycott of Israel.

☐ This bid, proposal, contract or contract renewal is for goods or services of $1 million or more. As the person authorized to sign on behalf of the above-named company, and as required by Florida Statutes, section 287.135(5), I hereby certify that the above-named company is not participating in a boycott of Israel, is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and it does not have business operations in Cuba or Syria.

I understand that pursuant to Florida Statutes, section 287.135, the submission of a false certification may result in the termination of the contract if one is entered into, and may subject the above-named company to civil penalties, attorney's fees and costs.

Certified By: _____
AUTHORIZED REPRESENTATIVE SIGNATURE

Print Name and Title: _____

Date Certified: _____

Solicitation/Contract/PO Number (Completed by Purchasing): RFP 2020-11_____

LITIGATION STATEMENT

Select one (1) of the options below as applicable:

[ ] The undersigned firm has had no litigation on any project in the last five (5) years.

[ ] The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

COMPANY NAME_____

AUTHORIZED SIGNATURE_____

NAME (PRINT OR TYPE) _____

TITLE_____

Date: _____

THIS PAGE MUST BE SUBMITTED WITH PROPOSAL

END OF PART IV

PART V. SAMPLE CONTRACT

CONTRACT NO. 2020-11 PROFESSIONAL ENGINEERING AND ARCHITECTURAL SERVICES FOR DESIGN OF FIRE RESCUE STATION 81 EXPANSION AND REMODEL

THIS CONTRACT FOR PROFESSIONAL ENGINEERING AND ARCHITECTURAL SERVICES FOR DESIGN OF FIRE RESCUE STATION 81 EXPANSION AND REMODEL (the "Contract") is made by and between the CITY OF NORTH PORT, FLORIDA, a municipal corporation of the State of Florida, hereinafter referred to as the "City" and XXXXXXXXX, a XXXXXXXX registered to conduct business in the State of Florida, with a local business address of XXXXX XXXXX, hereinafter referred to as "Consultant."

NOW THEREFORE, for and in consideration of their mutual covenants specified herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties bind themselves, their partners, successors, assigns, and legal representatives to all covenants, agreements, and obligations contained in this Contract and the proposal documents submitted in response to Request for Proposal No. 2020-11 (the "RFP"), and do hereby further agree as follows:

1. CONSULTANT'S SERVICES

A. Consultant agrees to diligently and timely perform services for the City relating to Professional Planning and Design Services as identified in the Request for Proposal No. 2020-11 and Consultant's proposal submitted **Month, Day, Year**. The overall Scope of Services is described in **Exhibit "A,"** with detailed tasks and associated fees provided in **Exhibit "B."** Both exhibits are attached hereto and incorporated as if set forth fully herein. These items are collectively referred to as the Project.

B. This Contract becomes effective on the date the last party executes it (the "Effective Date"), and shall terminate upon the completion of the Project or as otherwise provided herein. Following the Effective Date of this Contract, the Consultant will commence work on the Project within a mutually agreed upon time following Consultant's receipt of a written Notice to Proceed from the City's Purchasing office. The estimated completion date for the Project is **Month, Day, Year**.

2. COMPENSATION AND PAYMENT FOR CONSULTANT'S SERVICES

A. COMPENSATION

1. Consultant shall receive **XXXXX Dollars and XX cents ($XXXX)** as compensation for its services. This compensation includes all profit, direct and indirect labor costs, personnel related costs, overhead and administrative costs, travel related out-of-pocket expenses and costs, and all other costs which are necessary to provide the services as outlined in this Contract.

2. Non-appropriation. The parties acknowledge and agree that the obligations of the City to fulfill financial obligations of any kind pursuant to any and all provisions of this Contract, or any subsequent contract entered into pursuant to this Contract or referenced herein to which the City is a party, are and shall remain subject to the provisions of Florida Statutes Section 166.241, as amended, regardless of whether a particular obligation has been expressly so conditioned. The City will exercise all lawful and available authority to satisfy any financial obligations of City that may arise under this Contract; however, since funds are appropriated annually by the City Commission on a fiscal year basis, the City's legal liability for the payment of any costs

will not arise unless and until appropriations for such costs are approved for the applicable fiscal year by the City Commission (nor shall such liability arise if a request for such appropriations is excluded from the budget approved by the City Commission). Notwithstanding the foregoing, no officer, employee, director, member or other natural person or agent of City shall have any personal liability in connection with the breach of the provisions of this Section or in the event of a default by City under this Section. This Contract does not constitute an indebtedness of City nor an obligation for which the City is obligated to levy or pledge any form of taxation or for which City has levied or pledged any form of taxation.

B. METHOD OF PAYMENT

1. The City will pay Consultant through payment issued by the Finance Department in accordance with the Florida Local Government Prompt Payment Act, Florida Statutes Section 218.70, *et seq*, upon receipt of Consultant's invoice and written approval of same by the City's Administrative Agent, indicating that services have been rendered in conformity with this Contract. Consultant must submit an invoice for payment to the City for those specific tasks as described in the Scope of Services that were completed during that invoicing period.

2. For those specific services that were partially completed, progress payments will be paid in proportion to the percentage of completed work on those specific services approved in writing by the City's Administrative Agent based on the percentage of the amount for those specific services.

3. Consultant's invoices must be in a form satisfactory to the City of North Port Finance Department.

3. INDEMNIFICATION

A. TO THE EXTENT PERMITTED BY FLORIDA LAW, THE CONSULTANT, AS A DESIGN PROFESSIONAL, MUST INDEMNIFY AND HOLD HARMLESS THE CITY, AND ITS OFFICERS AND EMPLOYEES, FROM LIABILITIES, DAMAGES, LOSSES, AND COSTS, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, TO THE EXTENT CAUSED BY THE NEGLIGENCE, RECKLESSNESS, OR INTENTIONALLY WRONGFUL CONDUCT OF THE CONSULTANT AND OTHER PERSONS EMPLOYED OR UTILIZED BY THE CONSULTANT IN THE PERFORMANCE OF THIS CONTRACT. THIS CONTRACT DOES NOT CONSTITUTE A WAIVER OF SOVEREIGN IMMUNITY OR CONSENT BY THE CITY OR ITS SUBDIVISIONS TO SUIT BY THIRD PARTIES.

B. THE CITY MUST PROVIDE ALL AVAILABLE INFORMATION AND ASSISTANCE THAT THE CONSULTANT MAY REASONABLY REQUIRE REGARDING ANY CLAIM. IN THE EVENT OF A CLAIM, THE CITY MUST PROMPTLY NOTIFY THE CONSULTANT IN WRITING BY PREPAID CERTIFIED MAIL (RETURN RECEIPT REQUESTED) OR BY DELIVERY THROUGH ANY NATIONALLY RECOGNIZED COURIER SERVICE (SUCH AS FEDERAL EXPRESS OR UPS) WHICH PROVIDES EVIDENCE OF DELIVERY, AT THE ADDRESS PROVIDED FOR RECEIPT OF NOTICES IN THIS CONTRACT.

C. THIS INDEMNIFICATION SURVIVES TERMINATION OR COMPLETION OF THIS CONTRACT. THE INSURANCE COVERAGE AND LIMITS REQUIRED IN THIS CONTRACT MAY OR MAY NOT BE ADEQUATE TO PROTECT THE CITY AND SUCH INSURANCE COVERAGE WILL NOT BE DEEMED A LIMITATION ON THE CONSULTANT'S LIABILITY UNDER THE INDEMNITY PROVIDED IN THIS SECTION. IN ANY PROCEEDINGS BETWEEN THE PARTIES ARISING OUT OF OR RELATED TO THIS INDEMNITY PROVISION, THE PREVAILING PARTY SHALL BE REIMBURSED ALL COSTS, EXPENSES AND REASONABLE ATTORNEY FEES THROUGH ALL PROCEEDINGS (AT BOTH TRIAL AND APPELLATE LEVELS).

D. NOTHING IN THIS CONTRACT SHALL BE DEEMED TO AFFECT THE RIGHTS, PRIVILEGES AND IMMUNITIES OF THE CITY AS SET FORTH IN FLORIDA STATUTES SECTION 768.28. THE TERMS OF THIS SECTION SURVIVE THE TERMINATION OF THIS CONTRACT.

E. FURTHER, THE CONSULTANT SHALL FULLY INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF NORTH PORT, FLORIDA, FROM ANY SUITS, ACTIONS, DAMAGES, AND COSTS OF EVERY NAME AND DESCRIPTION, INCLUDING ATTORNEYS' FEES, ARISING FROM OR RELATING TO VIOLATION OR INFRINGEMENT OF A TRADEMARK, COPYRIGHT, PATENT, TRADE SECRET OR INTELLECTUAL PROPERTY RIGHT.

4. CONSULTANT'S INSURANCE

A. Before performing any work pursuant to this Contract, Consultant must procure and maintain during the life of this Contract, the insurance listed below, unless otherwise specified. The policies of insurance must be primary and written on forms acceptable to the City and placed with insurance carriers approved and licensed by the Insurance Department of the State of Florida and meet a minimum financial AM Best and Company rating of no less than "Excellent." No changes are to be made to these specifications without prior written specific approval by the City Manager or designee. The City Manager or designee may alter the amounts or types of insurance policies required by this Contract upon written agreement with Consultant.

B. The below insurance requirements are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City in no way warrants that the minimum limits contained herein are sufficient to protect the Consultant from liabilities that might arise out of the performance of the work done under this Contract by the Consultant, its agents, representatives, employees, or subcontractors. Consultant is free to purchase such additional insurance as it may determine necessary.

v. **Workers' Compensation and Employer's Liability:** Coverage must apply for all employees at the statutory limits provided by state and federal laws. The policy must include Employers' Liability with a limit of $1,000,000 each accident; $1,000,000 each employee; and $1,000,000 policy limit for disease.

vi. **Comprehensive Commercial General Liability Insurance:** Occurrence form is required. Aggregate must apply separately to this Contract. Minimum $1,000,000 each occurrence; $1,000,000 general aggregate; $1,000,000 products and completed ops; and $100,000 damage to rented premises.

vii. **Automobile Insurance:** Must include all vehicles owned, leased, hired, and non-owned vehicles of Consultant with limits of not less than $1,000,000 per each accident and for property damage and bodily injury, with contractual liability coverage for all work performed under this Contract.

viii. **Professional Liability Insurance:** Professional liability or malpractice or errors and/or omissions insurance must be purchased and maintained with a minimum $1,000,000 per occurrence for this Project, with a $1,000,000 policy term general aggregate. The City prefers all Professional Liability Insurance be written on an Occurrence Form; however, in the event that the professional liability insurance required by this Contract is written on a claims-made basis, Consultant warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained for a period of two (2) years or an extended reporting period (ERP) with tail coverage will be obtained and maintained for a period of two (2) years beginning at the time work under this Contract is completed.

5. **General requirements:** The City of North Port, Florida, must be named as additional insured on the Comprehensive Commercial General Liability Policy and Commercial Automobile Policy. Certification of same

is required. All certificates of insurance must be on file with and approved by the City before commencement of any work done pursuant to this Contract.

C. WAIVER OF SUBROGATION: All required insurance policies, with the exception of Workers' Compensation, are to be endorsed with a waiver of subrogation. The insurance companies, by proper endorsement or through other means, agree to waive all rights of subrogation against the City, its officers, officials, employees, and volunteers, and the City's insurance carriers, for losses paid under the terms of these polices that arise from the contractual relationship or work performed by the Consultant for the City. It is the Consultant's responsibility to notify its insurance company of the Waiver of Subrogation and request written authorization or the proper endorsement. Additionally, the Consultant, its officers, officials, agents, employees, volunteers, and any subcontractors, agree to waive all rights of subrogation against the City and its insurance carriers for any losses paid, sustained, or incurred, but not covered by insurance, that arise from the contractual relationship or work performed under this Contract. This waiver also applies to any deductibles or self-insured retentions the Consultant or its agents may be responsible for.

D. POLICY FORM

1. All policies required by this Contract, with the exception of Workers' Compensation, or unless specific approval is given by Risk Management through the City's Purchasing Office, are to be written on an occurrence basis and must name the City of North Port, Florida, its Commissioners, officers, agents, employees and volunteers as additional insured as their interest may appear under this Contact.

2. Insurance requirements itemized in this Contract, and required of the Consultant, must be provided by or on behalf of all subcontractors to cover their operations performed under this Contract. The Consultant is responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subconsultants.

3. Each insurance policy required by this Contract must:

   a. Apply separately to each insured against whom a claim is made, and suit is brought, except with respect to limits of the insurer's liability.

   b. Be endorsed to state that coverage shall not be suspended, voided, or cancelled by either party except after notice is delivered in accordance with the policy provisions. The Consultant is to notify the City Purchasing Office by written notice via certified mail, return receipt requested.

4. The City has the right to review, at any time, coverage, form, and amount of insurance.

5. **The procuring of required policies of insurance shall not be construed to limit Consultant's liability nor to fulfill the indemnification provisions and requirements of this Contract. The extent of Consultant's liability for indemnity of the City shall not be limited by insurance coverage or lack thereof, or unreasonably delayed for any reason, including but not limited to, insurance coverage disputes between the Consultant and its carrier.**

6. The Consultant is solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and is solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the City is an insured under the policy. Consultant's insurance is considered primary for any loss, regardless of any insurance maintained by the City. Consultant is responsible

for all insurance policy premiums, deductibles, SIR (self-insured retentions) or any loss or portion of any loss that is not covered by any available insurance policy.

7. Claims Made Policies will be accepted for hazardous materials and such other risks as are authorized by the City's Purchasing Office. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two (2) years. If provided as an option, the Consultant must purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.

8. All certificates of insurance must be on file with and approved by the City before commencement of any work under this Contract. All certificates of insurance required herein must be accompanied by a copy of the additionally insured documents/endorsements (CG 20101185 or combination of CG 2010370704 and CG 20370704). Certificates of Insurance evidencing Claims Made or Occurrences form coverage and conditions to this Contract, as well as the Contract number and description of work, are to be furnished to the City's Purchasing Office (4970 City Hall Boulevard, Suite 337, North Port, FL 34286) prior to commencement of work AND a minimum of thirty (30) calendar days prior to expiration of the insurance contract when applicable. All insurance certificates shall be received by the City's Purchasing Office before the Consultant will be allowed to commence or continue work. The Certificate of Insurance issued by the underwriting department of the insurance carrier shall certify compliance with the insurance requirements provided herein.

9. Notices of Accidents (Occurrences) and Notices of Claims associated with work being performed under this Contract must be provided to the Consultant's insurance company and the City's Purchasing Office as soon as practicable after notice to the insured.

10. The Certificate of Insurance must include the following:

    In the "Description of Operations/Special Provisions" section - "City of North Port, Florida, is named as an additional insured, as its interests may appear on Commercial General Liability and Commercial Auto Policy."

    In the "Certificate Holder" section

    City of North Port, Florida
    4970 City Hall Boulevard
    North Port, FL 34286

5. RESPONSIBILITY OF CONSULTANT

A. Incorporation of Proposal Documents: The Request for Proposal No. 2020-11 ("RFP"), including attachments and addenda, and the Consultant's response to the RFP, are specifically made a part of this Contract and are incorporated as if set forth fully herein. In the event of a conflict between or among the documents or any ambiguity or missing specifications or instruction, the following priority is established:

1. This Contract (Contract No. 2020-11) Approved by Commission, and any attachments.

2. The RFP, including any and all attachments and addenda.

3. Consultant's response to the RFP.

4. Specific direction from the City Manager.

B. Consultant is responsible for the professional quality, technical accuracy, and the coordination of all reports, designs, specifications, other documents and data used or produced by or at the behest of Consultant under this Contract. Consultant must, without additional compensation, correct or revise any errors or deficiencies in its reports, designs, specifications, other documents and data.

C. If Consultant is comprised of more than one legal entity, each entity is jointly and severally liable hereunder.

D. Consultant warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for Consultant), to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award of this Contract.

E. Consultant must perform its services in accordance with generally accepted industry standards and practices customarily utilized by competent consultant firms in effect at the time Consultant's services are rendered. Consultant covenants and agrees that it and its employees shall be bound by the standards of conduct in Florida Statutes Section 112.313, as it relates to work performed under this Contract. Consultant agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

F. Consultant must comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and must not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Contract.

G. Consultant must maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Contract which must be available and accessible at Consultant's offices for inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives. Such records must be retained by Consultant for a minimum of three (3) years after completion of the services.

H. **Public Records Law:** In accordance with Florida Statutes Section 119.0701, Consultant must comply with all public records laws, and shall specifically:

1. Keep and maintain public records required by the City to perform the service.

    a. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies.

    (See http://dos.state.fl.us/library-archives/records-management/general-records-schedules/).

    b. "Public records" means and includes those items specified in Florida Statutes Section 119.011(12), as amended from time to time, and currently defined as: All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Consultant's records under this Contract include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, e-mails and all other documentation generated during this Contract.

2. Upon request from the City's custodian of public records, provide the City, at no cost, with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. All records kept electronically must be provided to the City, upon request from the City's custodian of public records, in a format compatible with the information technology systems of the City.

3. Ensure that project 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 contract term and, if Consultant does not transfer the records to the City following completion of the contract, for the time period specified in General Records Schedule GS1-SL for State and Local Government Agencies.

4. Upon completion of the Contract, transfer to the City, at no cost, all public records in Consultant's possession or keep and maintain public records required by the City to perform the service. If Consultant transfers all public records to the City upon completion of the Contract, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon the completion of the Contract, Consultant shall meet all applicable requirements for retaining public records.

5. **IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CUSTODIAN OF PUBLIC RECORDS, 4970 CITY HALL BOULEVARD, NORTH PORT, FLORIDA 34286, 941.429.7063 OR HOTLINE 941.429.7270; E-MAIL: publicrecordsrequest@cityofnorthport.com.**

6. Failure of Consultant to comply with these requirements shall be a material breach of this Contract. Further, Consultant may be subject to penalties under Florida Statutes Section 119.10.

6. OWNERSHIP AND USE OF DOCUMENTS

A. It is understood and agreed that all the documents, or reproducible copies, developed by Consultant in connection with its services, including but not limited to reports, designs, specifications, and data, shall be delivered to, and shall become the property of the City as they are received by the City and when Consultant has been fully compensated as set forth herein. Consultant may keep copies of all work products for its records. Consultant hereby assigns all its copyright and other proprietary interests in the products of this Contract to the City. Specific written authority is required from the City's Administrative Agent for Consultant to use any of the work products of this Contract on any non-City project.

B. Notwithstanding the above, any reuse of the work products by the City on other projects will be at the risk of the City.

7. **TIMELY PERFORMANCE OF CONSULTANT'S PERSONNEL**: The timely performance and completion of the required services is vitally important to the interest of the City. Consultant must assign a Project Manager, together with such other personnel as are necessary, to assure faithful prosecution and timely delivery of services pursuant to the requirements of this Contract. Consultant's personnel assigned to perform the services of this Contract must comply with the information presented in the professional services response proposal made a part hereof by reference.

Consultant must ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to Consultant's key personnel must receive the City's Administrative Agent's written approval before said changes or substitution can become effective.

A. The services to be rendered by Consultant must commence within one (1) calendar week of Consultant's receipt of written Notice to Proceed from the City.

B. Consultant specifically agrees that all work performed under the terms and conditions of this Contract will be completed within the time limits as set forth, subject only to delays caused through no fault of Consultant or the City. Time is of the essence in the performance of this Contract.

C. Consultant must provide to the City's Administrative Agent, monthly written progress reports concerning the status of the work. The City's Administrative Agent may determine the format for this progress report. The City is entitled at all times to be advised at its request, and in writing, as to the status of work to be performed by Consultant.

D. In the event unreasonable delays occur on the part of the City or regulatory agencies as to the approval of any plans, permits, reports or other documents submitted by Consultant which delay the Project Schedule completion date, the City will not unreasonably withhold the granting of an extension of the Project Schedule time limitation equal to the aforementioned delay. The Project Schedule is attached as **Exhibit "C,"** which is attached hereto and incorporated as if set forth fully herein.

8. OBLIGATIONS OF THE CITY

A. The City's Administrative Agent is designated to serve as project coordinator and to do all things necessary to properly administer the terms and conditions of this Contract. If necessary, the City may authorize a specific program manager to perform the responsibilities of the City's Administrative Agent. The City shall designate any specific program manager in the Notice to Proceed. The responsibility of the City's Administrative Agent shall include:

1. Examination of all reports, sketches, drawings, estimates, proposals, and other documents presented by Consultant, and render in writing, decisions pertaining thereto within a reasonable time.

2. Transmission of instructions, receipt of information, interpretation and definition of the City's policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Contract.

3. Review for approval or rejection all Consultant's documents and payment requests.

B. The City shall, upon request, furnish Consultant with all existing data, plans, studies and other information in the City's possession which may be useful in connection with the work of this Project, all of which shall be and remain the property of the City and shall be returned to the City's Administrative Agent upon completion of the services to be performed by Consultant.

C. The City's Administrative Agent shall conduct periodic reviews of the work of Consultant necessary for the completion of Consultant's services during the period of this Contract, and may make other City personnel available, where required and necessary to assist Consultant. The availability and necessity of said personnel to assist Consultant shall be determined solely within the discretion of the City. The City's technical obligations to this Project, if any, are stated in Specific Authorizations and Work Authorizations.

D. The City shall not provide any services to Consultant in connection with any claim brought on behalf of or against Consultant.

9. TERMINATION

A. TERMINATION WITH OR WITHOUT CAUSE: The performance of work under this Contract may be terminated with or without cause by the City Manager in whole or in part or whenever the City Manager determines that termination is in the City's best interest. Any such termination shall be effective by delivery to the Consultant of a written notice of termination at least thirty (30) calendar days before the date of termination, specifying the extent to which performance of the work under the Contract is terminated and the date upon which such termination becomes effective. Except as otherwise directed, the Consultant shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for material, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims. Consultant must deliver to the City all documents (including but not limited to reports, designs, specifications, and all other data) prepared or obtained by the Consultant in connection with its services. Upon delivery of the documents, the City shall pay the Consultant in full settlement of all claims by it hereunder as the work actually completed bears to the entire work under the Contract, as determined by the City, less payments already made to the Consultant, and any amounts withheld by the City to settle claims against or to pay indebtedness of the Consultant in accordance with the provisions of the Contract. Under no circumstances shall the City make any payment to Consultant for services that have not been performed or that are performed subsequent to the termination date.

B. NON-APPROPRIATION: The parties acknowledge and agree that the obligations of the City to fulfill financial obligations of any kind pursuant to any and all provisions of this Contract, or any subsequent contract entered into pursuant to this Contract or referenced herein to which City is a party, are and shall remain subject to the provisions of Florida Statutes Section 166.241, regardless of whether a particular obligation has been expressly so conditioned. City agrees to exercise all lawful and available authority to satisfy any financial obligations of City that may arise under this Contract; however, since funds are appropriated annually by the City Commission on a fiscal year basis, City's legal liability for the payment of any costs shall not arise unless and until appropriations for such costs are approved for the applicable fiscal year by the City Commission (nor shall such liability arise if, a request for such appropriations is excluded from the budget approved by the City Commission). Notwithstanding the foregoing, no Commissioner, officer, employee, director, member or other natural person or agent of City shall have any personal liability in connection with the breach of the provisions of this Section or in the event of a default by City under this Section. This Contract shall not constitute an indebtedness of City nor shall it constitute an obligation for which City is obligated to levy or pledge any form of taxation or for which City has levied or pledged any form of taxation. It is expressly understood by the parties that funding for any subsequent fiscal year of the Contract is contingent upon appropriation of monies by the City Commission. In the event that funds are not available or appropriated, the City reserves the right to terminate the Contract. The City will be responsible for payment of any outstanding invoices and work completed by the Consultant prior to such termination.

C. ABANDONMENT: In the event that Consultant abandons performance under this Contract, the City Manager or designee may terminate this Contract upon three (3) calendar days' written notice to Consultant indicating its intention to do so. The written notice shall state the evidence indicating Consultant's abandonment.

D. Consultant may terminate this Contract only in the event of the City failing to pay Consultant's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Administrative Agent, or if the Project is suspended by the City for a period greater than ninety (90) calendar days.

E. The City Manager or designee reserves the right to terminate and cancel this Contract in the event Consultant is placed in either voluntary or involuntary bankruptcy, a receiver is appointed for Consultant or an assignment is made for the benefit of creditors.

F. BREACH: In the event Consultant breaches this Contract, the City must provide written notice of the breach and Consultant shall have ten (10) days from the date the notice is received to cure. If Consultant fails to cure within the ten (10) days, the City Manager or designee can immediately terminate the Contract and/or refuse to make any additional payment, in whole or in part, and if necessary may demand the return of a portion or the entire amount previously paid to Consultant due to:

1. The quality of a portion or all of Consultant's work not being in accordance with the requirements of this Contract;

2. The quantity of Consultant's work not being as represented in Consultant's Payment Request, or otherwise;

3. Consultant's rate of progress being such that, in the City's opinion, substantial or final completion, or both, may be inexcusably delayed;

4. Consultant's failure to use Contract funds, previously paid Consultant by the City, to pay Consultant's Project related obligations including, but not limited to, subcontractors, laborers and material and equipment suppliers;

5. Claims made, or likely to be made, against the City or its property;

6. Loss caused by Consultant;

7. Consultant's failure or refusal to perform any of the obligations to the City, after written notice and a reasonable opportunity to cure as set forth above; or

8. Violation of any local, state, or federal law in the performance of this Contract which will constitute a material breach of this Contract.

G. In the event that the City makes written demand upon Consultant for amounts previously paid by the City as contemplated in this section, Consultant must promptly comply with such demand. The City's rights hereunder survive the term of this Contract and are not waived by final payment and/or acceptance.

10. INDEPENDENT CONTRACTOR

Consultant is and shall be, in the performance of all work services and activities under this Contract, an independent contractor and not an employee, agent or servant of the City. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times and in all places be subject to Consultant's sole direction, supervision, and control. Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all respects Consultant's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees or agents of the City. Consultant does not have the power or authority to bind the City in any promise, Contract or representation other than as specifically provided for in this Contract. Consultant shall not pledge the City's credit or make it a guarantor of payment of surety for any contract,

debt, obligation, judgment, lien or any form of indebtedness. Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

11. ENTIRE CONTRACT

This Contract incorporates and includes all prior negotiations, correspondence, agreements, or understandings between the parties and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Contract that are not contained in this document.

12. AMENDMENT

The City Manager or designee may agree to amendments that do not increase compensation to the Consultant. Only the City Commission can approve increases in compensation under this Contract. In the event the Consultant begins work on unauthorized changes to scope prior to receiving a signed Change Order by the City Manager or designee, the Consultant does so at its own expense and risk as unauthorized work shall not be paid for by the City. Except as otherwise provided herein, no modifications or amendments to this Contract shall be valid unless in writing and executed by the parties.

13. ASSIGNMENT

Consultant shall not assign any interest in this Contract and shall not transfer any interest in same (whether by assignment or novation) without prior written consent of the City Manager or designee, except that claims for the money due or to become due to Consultant from the City under this Contract may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the City. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the City.

14. WAIVER

No delay or failure to enforce any breach of this Contract by either City or Consultant shall be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver must not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach must not operate or be construed to operate as a waiver of any subsequent default or breach.

15. GOVERNING LAW, VENUE AND SEVERABILITY

The rights, obligations and remedies of the parties under this Contract shall be governed by the laws of the State of Florida and the exclusive venue for any legal or judicial proceedings in connection with the enforcement or interpretation of this Contract are the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida and the United States District Court for the Middle District of Florida. The invalidity, illegality, or unenforceability of any provision of this Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void.

16. BINDING EFFECT/COUNTERPARTS

By the signatures affixed hereto, the parties intend to be bound by the terms and conditions hereof. This Contract is binding upon and shall inure to the benefit of the parties and their respective heirs, executors, administrators, successors and assigns. It may be signed in counterparts.

17. NO HIRE

Consultant shall not hire any City employee associated with this project throughout the duration of the Contract and for a period of one (1) year after completion.

18. NOTICES

Any notice, invoice, report, demand, or other type of documentation required by this Contract shall be sent by certified mail, return receipt requested, or via a recognized national courier service in a manner that provides for written or electronic record of delivery, to the addresses listed below:

CONSULTANT'S REPRESENTATIVE:
Representative Name
Representative Title
Firm Name
Address Line 1
Address Line 2
TEL XXX.XXX.XXXX
FAX XXX.XXX.XXXX
EMAIL:

THE CITY'S ADMINISTRATIVE AGENT:
Agent Name
Title
City of North Port
Address Line 1
Address Line 2
TEL XXX.XXX.XXXX
FAX XXX.XXX.XXXX
EMAIL: xxxxxx@cityofnorthport.com

WITH COPIES OF NOTICES TO:
City Attorney's Office
4970 City Hall Boulevard
North Port, FL 34286
EMAIL: northportcityattorney@cityofnorthport.com

Notices are effective when received at the addresses specified above. Changes to the respective addresses which such notice is to be directed may be made from time to time by either party by written notice to the other party. Nothing in this Section shall be construed to restrict the transmission of routine communications between representatives of Consultant and City.

19. PARAGRAPH HEADINGS

Paragraph headings are for the convenience of the parties and for the reference purposes only and shall be given no legal effect.

20. ATTORNEYS' FEES

In any proceedings between the parties arising out of or related to this Contract, the prevailing party shall be reimbursed all costs, expenses and reasonable attorney fees through all proceedings (at both trial and appellate levels).

21. NON-DISCRIMINATION:

The City of North Port, Florida does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities, or services. The Consultant shall not administer this Contract in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.

22. SCRUTINIZED COMPANIES:

A. As required by Florida Statutes Section 287.135(5), for contracts of $1,000,000.00 or less, the Consultant shall certify on a form provide by the City, that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes Section 215.4725, and that it is not engaged in a boycott of Israel.

B. As required by Florida Statutes Section 287.135(5), for contracts of $1,000,000.00 or more, the Consultant shall certify on a form provided by the City, that all of the following are true:

   1. It is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes Section 215.4725, and that it is not engaged in a boycott of Israel; and

   2. It is not on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector list, created pursuant to Florida Statutes Section 215.473; and

   3. It is not engaged in business operations in Cuba or Syria.

C. If the Consultant provides a false certification, has been placed on one of the above-noted Lists of Scrutinized Companies, or has engaged in business operations in Cuba or Syria, the Consultant will be in breach of this Contract and the City may terminate the Contract.

D. PENALTY:

   1. A Consultant that has been found to have provided a false certification may be subject to a civil penalty equal to the greater of $2 million or twice the amount of the Contract, plus all reasonable attorney's fees and costs, including any costs for investigations that led to the finding of the false certification; and

   2. Shall be ineligible to bid on any contract with the City for three (3) years after the date the City determined that the Consultant submitted a false certification.

IN WITNESS WHEREOF, the parties have executed the Contract as of the date first above written.

FIRM NAME

By:_____
Name:
Title:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me on _____, 20____, by _____, who is personally known to me or who produced _____ as identification.

_____
Notary Public

ATTEST

By:_____
Heather Taylor, CMC, Interim City Clerk

CITY OF NORTH PORT, FLORIDA

By:_____
Peter D. Lear, CPA, CGMA, City Manager

APPROVED AS TO FORM AND CORRECTNESS

Date: _____

By: _____
Amber L. Slayton, City Attorney

END OF PART V