



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

APRIL 20, 2021

AGENDA

ALL CITIZENS DESIRING TO ADDRESS THE PORT ORANGE CITY COUNCIL DURING CITIZEN PARTICIPATION SHOULD COMPLETE A SPECIAL APPLICATION FORM WHICH IS LOCATED ON THE STANDS OUTSIDE THE COUNCIL CHAMBERS. AFTER COMPLETING THE FORM, PRESENT IT TO THE CITY CLERK.

A. OPENING

1. Invocation by Pastor Scott Kirschner of Christ the King Community Church
2. Pledge of Allegiance
3. Swearing in Ceremony
4. Roll Call

B. CONSENT AGENDA

5. Public Comments on Consent Agenda Items Only
6. Agenda Approval
7. Approval of Minutes
 - a. April 6, 2021 - Regular City Council Meeting
8. Bid Awards and Contract Items
 - a. Approval of Mead and Hunt, Inc. Task Authorization No 31 - Water Reclamation Facility Master Plan
 - b. Approval of Change Order No 1 to Task Authorization No 28 with Mead and Hunt for the Garnsey Water Plant Generator Upgrade
 - c. Approval of Task Authorization No. 1 to TNTSI, Inc. (d/b/a Security 101) for Exterior Surveillance Camera Upgrades and Replacement at the Police Department
 - d. Award of RFP 20-06 to Playcore Wisconsin dba GameTime for Airport Park Playground Replacement
9. First Step Shelter Agreement and Funding

- a. Memorandum of Understanding for the Operation of the First Step Shelter
- b. Resolution No. 21-18 - Budget Appropriation for Contribution to First Step Shelter

10. Resolution No. 21-19 - Appropriating Grant Revenue of \$225,000 from Daytona Beach Racing and Recreational Facilities District for the REC Center Indoor Playground

11. Resolution No. 21-23 - Ratifying the Results of the 2021 City Council Special Election for District 1

12. Approval of Amendment #1 of Grant Agreement for 2020-2021 Victims of Crime Act

C. CITIZEN PARTICIPATION (Non-Agenda – 20 minutes)

D. COUNCIL COMMENTS

13. Comments/Concerns from Council Members

E. BOARD APPOINTMENTS, INTERVIEWS, REPORTS

14. Citizen Advisory Committee for TPO

F. REGULAR AGENDA

15. First Reading - Ordinance No. 2021-11 - Amendment to Chapter 26, Article IV, Section 26-71 - Emergencies; garbage, trash, debris, refuse in right-of-way and parkages.

G. ADDITIONAL ITEMS

16. City Attorney

17. City Manager

H. COUNCIL COMMITTEE REPORTS

18. City Council Committee Reports

- a. First Step Shelter
- b. Port Orange/South Daytona Chamber of Commerce
- c. Roundtable of Elected Officials

I. ADJOURNMENT

NOTICES – PURSUANT TO SECTION 286.0105 OF THE FLORIDA STATUTES, IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE CITY COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT THIS PUBLIC MEETING OR HEARING, SUCH PERSON WILL NEED A RECORD



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4/20/2021

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OF THE PROCEEDINGS, AND THAT, FOR SUCH PURPOSE, SUCH PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THE CITY DOES NOT PREPARE OR PROVIDE SUCH A RECORD.

FOR SPECIAL ACCOMMODATIONS, PLEASE NOTIFY THE CITY CLERK'S OFFICE (PHONE: 386-506-5563) AS FAR IN ADVANCE AS POSSIBLE, BUT PREFERABLY WITHIN 2 WORKING DAYS OF YOUR RECEIPT OF THIS NOTICE OR 5 DAYS PRIOR TO THE MEETING OR HEARING DATE.



HELP FOR THE HEARING IMPAIRED IS AVAILABLE THROUGH THE ASSISTIVE LISTENING SYSTEM RECEIVERS CAN BE OBTAINED FROM THE CITY CLERKS' OFFICE.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA), IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS AN ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT THE CITY CLERK FOR THE CITY OF PORT ORANGE, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129, TELEPHONE NUMBER 386-506-5563, CITYCLERK@PORT-ORANGE.ORG, AS FAR IN ADVANCE AS POSSIBLE, BUT PREFERABLY WITHIN 2 WORKING DAYS OF YOUR RECEIPT OF THIS NOTICE OR 5 DAYS PRIOR TO THE MEETING OR HEARING DATE. IF YOU ARE HEARING OR VOICE IMPAIRED, CONTACT THE RELAY OPERATOR AT 7-1-1 or 1-800-955-8771.

UPON REQUEST BY A QUALIFIED INDIVIDUAL WITH A DISABILITY, THIS DOCUMENT WILL BE MADE AVAILABLE IN AN ALTERNATE FORMAT. IF YOU NEED TO REQUEST THIS DOCUMENT IN AN ALTERNATE FORMAT, PLEASE CONTACT THE CITY CLERK WHOSE CONTACT INFORMATION IS PROVIDED ABOVE.

ANY INVOCATION THAT IS OFFERED BEFORE THE OFFICIAL START OF THE CITY COUNCIL MEETING SHALL BE THE VOLUNTARY OFFERING OF A PRIVATE PERSON, TO AND FOR THE BENEFIT OF THE CITY COUNCIL. THE VIEWS OR BELIEFS EXPRESSED BY THE INVOCATION SPEAKER HAVE NOT BEEN PREVIOUSLY REVIEWED OR APPROVED BY THE CITY COUNCIL OR THE CITY STAFF, AND THE CITY IS NOT ALLOWED BY LAW TO ENDORSE THE RELIGIOUS BELIEFS OR VIEWS OF THIS, OR ANY OTHER SPEAKER. PERSONS IN ATTENDANCE AT THE CITY COUNCIL MEETING ARE INVITED TO STAND DURING THE OPENING INVOCATION AND PLEDGE OF ALLEGIANCE. HOWEVER, SUCH INVITATION SHALL NOT BE CONSTRUED AS A DEMAND, ORDER, OR ANY OTHER TYPE OF COMMAND. NO PERSON IN ATTENDANCE AT THE MEETING SHALL BE REQUIRED TO PARTICIPATE IN ANY OPENING INVOCATION THAT IS OFFERED. A PERSON MAY EXIT THE CITY COUNCIL CHAMBERS AND RETURN UPON COMPLETION OF THE OPENING INVOCATION IF A PERSON DOES NOT WISH TO PARTICIPATE IN OR WITNESS THE OPENING INVOCATION.

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
APRIL 6, 2021

THE REGULAR CITY COUNCIL MEETING of the City of Port Orange was called to order by Mayor Donald O. Burnette at 6:30 p.m.

Invocation by Pastor Mike Swingle of First Baptist Church of Harbor Oaks

Pledge of Allegiance

Roll Call	Present:	Interim Council Member Jonathan Foley Council Member Chase Tramont Council Member Scott Stiltner Vice Mayor Drew Bastian Mayor Donald Burnette
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Also Present: Interim City Manager Jamie Miller
City Attorney Matthew Jones
City Clerk Robin Fenwick

SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

4. Citizen award from Police Department

Thomas Grimaldi, Police Chief, presented a Citizen Commendation to Allen Ramos for his selfless act of rendering aid to another person in a time of need. Sheriff Mike Chitwood was present and thanked Mr. Ramos for his quick actions.

5. Certificate of Recognition for George Butts

Council provided a Certificate of Recognition to Coach George Butts for his 35 years of distinguished service to the Atlantic High School Girls Basketball program and the City of Port Orange.

6. Water Conservation Month Proclamation

Mayor Don Burnette read the Water Conservation Month Proclamation. Abby Johnson, St. Johns Water Management District, thanked Council for their support and participation in Water Conservation Month.

7. Report from KemperSports on the Cypress Head Golf

Bob Duquette, General Manager, provided details regarding the golf course financial statements and condition of the property.

8. Review of City of Port Orange Pension Funds

Dr. Scott Neils, Finance Director, provided a summary of pension fund activity from 2015-2020.

9. Presentations of Annual Reports from Pension Plans

a. Port Orange Police Pension

Chad Little, Actuary, provided details of the history and current status of the Port Orange Police Pension Fund and answered questions from Council.

b. Port Orange Fire Pension

Doug Lozen, Actuary, provided a summary of the Port Orange Firefighters' Pension Plan.

c. General Employees' Pension Plan

David Leonard, Actuary, provided Council with details from the 2020 report and answered questions from Council.

CONSENT AGENDA

10. Public Comments on Consent Agenda Items Only

There were none.

11. Agenda Approval

There were no changes to the agenda.

Motion to approve the Agenda as presented was made by Council Member Chase Tramont and Seconded by Council Member Scott Stiltner. Motion carried unanimously by voice vote.

12. Approval of Minutes

- a. March 16, 2021 - Regular City Council Meeting
- b. March 19, 2021 - Special City Council Meeting
- c. March 30, 2021 - Special City Council Meeting

13. Bid Awards and Contract Items

- a. Approval of Amendment No. 1 to CA7046 VerdeGo LLC for ITB 19-24 Landscaping for Public Utilities Facilities and Lift Stations
- b. Approval of Memorandum of Understanding (MOU) for the 2020-2023 Coastal Florida Police Benevolent Association Lieutenants Agreement

c. Approval of Concurrency and Fair-Share Agreement for the Advent Health Port Orange Site Plan Modification - Case No. 21-82000001

d. Approval of Change Order No. 1 to SGS Contracting for ITB #19-26 - Sludge Trailer Storage Lot

e. Award of ITB #21-02 to GPS Civil Construction, Inc. for Howes Street and Orange Avenue Watermain and Drainage Improvements

f. Award of ITB #21-07 - Furnish and Install Embossed FRP Wall Coverings to A.G. Pifer Construction Co., Inc.

g. Award of ITB #21-06 - Ponce Inlet Lift Station Remodel to APM Construction Corp.

14. Resolution No. 21-15 - Budget Appropriation to Transfer Funds from Building Maintenance Fund Balance into the Operating Fund to mitigate mold issues at the Police Department and Fire Station No 74

15. Resolution No. 21-16 - Approval to move 401 Fund balance to 403 in the amount of \$60,000 to complete the funding necessary for the WRF Facility Master Plan

16. Resolution No. 21-17 - Approval of Grant Agreement for \$225,000 from Daytona Beach Racing and Recreational Facilities District for the REC Center Indoor Playground

17. Concurrence Request - Department Head Residency Requirement per Section 2-186 of the Code

18. Approval of Transfer Agreement of K9 Zara

19. Floodplain Management Plan Annual Progress Report 2021

20. Approval of Major Special Event for the 2021 Special Olympics Florida Law Enforcement Torch Run

Motion to approve the Consent Agenda as presented was made by Vice Mayor Drew Bastian and Seconded by Council Member Jonathan Foley. Motion carried unanimously by roll call vote.

CITIZEN PARTICIPATION (Agenda)

21. Back the Blue Golf Tournament Announcement

Officer Wayne Jean and Brandy Jean invited Council and the public to their upcoming golf tournament on May 1, 2021 at Cypress Head Golf Course. The tournament is their major fundraiser to be able to give back to the community.

CITIZEN PARTICIPATION (Non-Agenda – 20 minutes)

Robert Reinhausen, citizen, spoke regarding the wrecker service. He doesn't support the contract specs and believes citizens should have the option to have their vehicle towed to their home, mechanic, or body shop.

Kat Atwood, citizen, thanked Council and Staff for their work recruiting a new City Manager. She appreciates the transparency and citizen involvement allowed in the process. Ms. Atwood spoke regarding her letter to the editor regarding Council Member

Jonathan Foley's service to the City as an Interim Council Member as well as a board member.

COUNCIL COMMENTS

22. Comments/Concerns from Council Members

Council Member Scott Stiltner spoke regarding the Festival at Riverwalk and thanked Staff and the Port Orange Community Trust Board and volunteers for their work. Vice Mayor Drew Bastian echoed the thank you's for all and really enjoyed the event. Council Member Jonathan Foley asked for feedback from all on the event and thanked Jamie Miller, Interim City Manager, for her service.

Council Member Chase Tramont discussed April being Autism Awareness Month and offered and asked for prayers for those caring for a loved one with autism.

Mayor Don Burnette also thanked Mrs. Miller for her service and helping the City continue to move forward while a permanent City Manager was recruited.

BOARD APPOINTMENTS, INTERVIEWS, REPORTS

23. Environmental Advisory Board Report

Kristine Cunningham, Chair, provided details from their recent meeting.

24. Golf Advisory Board Report

Lance Green, Chair, provided details from their recent meeting.

PUBLIC HEARING

25. Second Reading - Ordinance No. 2021-9 - Pre-Employment Screening

Mayor Don Burnette read Ordinance No. 2021-9.

ORDINANCE NO. 2021-9

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 2, ARTICLE I, SECTION 2-2 OF THE CODE OF ORDINANCES RELATING TO FINGERPRINTING OF EMPLOYEES; PROVIDING FOR A CLARIFICATION OF PRE-EMPLOYMENT SCREENING; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve was made by Vice Mayor Drew Bastian and Seconded by Council Member Scott Stiltner. Motion carried unanimously by roll call vote.

REGULAR AGENDA

26. Discussion regarding Agreement & Contribution for First Step Shelter

Mrs. Miller provided details regarding the contribution given in the past and the option for an agreement should Council desire same and agree to contribute this year. Staff will prepare and present a budget resolution to allocate the funds if/as approved.

Council Member Chase Tramont asked if CARES Act monies can be used to fund this item. Mrs. Miller explained direction has not been provided on the terms of that funding so this year's contribution would be funded out of the City's reserves.

Council Member Chase Tramont advised the request from First Step Shelter is another contribution of \$35,000 and he supported the requested amount. Council discussed the contribution and the terms of it and agreed to contribute \$35,000 with an agreement to the terms as previously agreed upon. The agreement and budget resolution will come before Council for consideration at a later date.

ADDITIONAL ITEMS

27. City Attorney

There was nothing further.

28. Interim City Manager

Jamie Miller, Interim City Manager, thanked Council for the opportunity to serve as the Interim City Manager and appreciates the support given by Staff and Council.

COUNCIL COMMITTEE REPORTS

29. City Council Committee Reports

a. River to Sea TPO - Council Member Scott Stiltner reported on their recent meeting.

b. General Employees' Pension Plan - Council Member Scott Stiltner provided the details from their recent meeting.

Council Member Jonathan Foley thanked Council and Staff for the opportunity to serve as the Interim Council Member.

Regular City Council Meeting
April 6, 2021
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ADJOURNMENT - 8:47 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, MMC, City Clerk



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 4/20/2021

Consent item: Yes

SUBJECT: (B8a) Approval of Mead and Hunt, Inc. Task Authorization No 31 - Water Reclamation Facility Master Plan

DEPARTMENT: Public Utilities

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Task Authorization No 31 under the Master Contract for Engineering Services with Mead & Hunt for the Water Reclamation Facility Master Plan, in the amount not to exceed \$269,740.00; authorize Mayor and City Clerk to execute all contract documents.

SUMMARY: The Public Works & Utilities Department is requesting City Council to approve Task Authorization No 31 under the Master Contract for Engineering Services with Mead & Hunt for the Water Reclamation Facility Master Plan, not to exceed \$269,740.00.

The Facility Master Plan shall serve as the Basis of Design Report (BODR) and funding vehicle for major capital projects. The Plan will serve to secure possible funding by the state revolving loan fund and provide a deliverable suitable for grant submission for federal, regional, and local grant opportunities.

The previous Public Utilities Master Plan that was completed in 2005 included a facility plan for the Water Reclamation Facility. 90% of the work in that plan was completed.

Public Works & Utilities is requesting Task Authorization No 31 have a term of 365 days from the Notice to Proceed. Public Utilities Master Plan has a sufficient funding under Project MDL001. This project will utilize 403 and 405 funds.

Project
No.: MPL001
MPL001

Funding Account No.: Fund: 403 - Water and Sewer R&R, Cost Center: Water and Sewer, Program: Utility Administration, Spend Category: Sewage - Capital, Additional Worktag: Project MPL001
Fund: 405-Water and Sewer Impact Fee, Cost Center: Water and Sewer, Program: Utility Administration, Spend Category: Sewage - Capital, Additional Worktag: Project MPL001

Presenter: Lynn Stevens

ATTACHMENTS:

1.	Mead and Hunt - Task Authorization No 31 WRF Process Conversion and Upgrade (1)	Mead and Hunt - Task Authorization No 31 WRF Process Conversion and Upgrade (1).pdf
2.	Dept Justification Memo - Mead and Hunt No 31 Reclamation Facility Master Plan (4)	Dept Justification Memo - Mead and Hunt No 31 Reclamation Facility Master Plan.docx
3.	Port Orange WRF SRF Facility Plan Proposal 2.10.21	Port Orange WRF SRF Facility Plan Proposal 2.10.21.pdf

Julia Wiggins	Created/Initiated - 3/16/2021
Kynah Cockcroft	Approved - 3/16/2021
Julia Wiggins	Approved - 3/16/2021
Richard Colby	Approved - 3/16/2021
Junos Reed	Approved - 3/17/2021
Steve Parnell	Approved - 3/17/2021
Lynn Stevens	Approved - 3/24/2021
Lupe Reyna-Coffin	Approved - 3/24/2021
Scott Neils	Approved - 3/29/2021
Matthew Jones	Approved - 4/12/2021
Jamie Miller	Approved - 4/13/2021
Robin Fenwick	Final Approval - 4/13/2021

TASK AUTHORIZATION NO. 31
Master Contract for Engineering Services dated March 17, 2015
Between the City of Port Orange, Florida and Mead and Hunt, Inc.
Pursuant to merger with Quentin L. Hampton Associates, Inc.

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **Mead and Hunt, Inc. Pursuant to Merger with QUENTIN L. HAMPTON ASSOCIATES, INC.**, a Wisconsin corporation with its principal place of business at 2440 Deming Way, Middleton, Wisconsin 53562-1562 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract for Engineering Services dated March 17, 2015, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and, in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. The Public Utilities Department Head, Lynn Stevens, shall perform contract administration for this **Task Authorization No 31**, and may be contacted at (386) 506-5750.
3. In addition to all other terms and conditions contained in the Contract, Contractor shall provide services relating to **Water Reclamation Facility Process Conversion and Upgrade** ; as more particularly described in the Scope of Services attached hereto and incorporated as **Task Authorization No 31 Exhibit "A."**
4. Engineer shall complete the task within Three Hundred Sixty-Five (365) days from the issuance of a written Notice to Proceed .
5. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in **Task Authorization No 31 Exhibit "A"** attached hereto and made a part hereof for all purposes, subject to a limit not to exceed **Two Hundred Sixty-Nine Thousand Seven Hundred Forty Dollars and no cents (\$269,740.00)**. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.
6. This Task Authorization may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Task Authorization.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Parties have made and executed this Task Authorization for the purposes herein expressed on the dates set forth below.

Witnesses:

**MEAD AND HUNT, INC. PURSUANT TO MERGER WITH
QUENTIN L. HAMPTON ASSOCIATES, INC.**

Printed Name: _____ By: _____
Brad T. Blais, Vice President

Printed Name: _____ Date: _____

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Donald O. Burnette, Mayor

Printed Name: _____

Date: _____

Witnesses:

ATTEST:

Printed Name: _____

By: _____
Robin L. Fenwick, MMC, City Clerk

Printed Name: _____

Date: _____

[CA 4619]

TASK AUTHORIZATION NO 31

EXHIBIT "A"

MEAD AND HUNT, INC.

WRF PROCESS CONVERSION AND UPGRADE



March 18, 2021

Steve Parnell
Deputy Utilities Director
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

Email: sparnell@port-orange.org
Hard Copy Mailed Only on Request

**WATER RECLAMATION FACILITY PROCESS CONVERSION AND UPGRADE
STATE REVOLVING FUND
FACILITY PLANNING
SCOPE OF SERVICES AND FEE ESTIMATE**

Dear Mr. Parnell,

In accordance with your request, we are pleased to offer the enclosed scope of services and engineering fee estimate for the above referenced project. This scope includes Request for Inclusion (RFI), preparation of a State Revolving Fund (SRF) Facility Plan, Basis of Design Report (BODR) and supporting documentation for a low interest loan to fund design and construction activities for the City's Water Reclamation Facility Process Conversion and Upgrade.

The existing facility was commissioned in 1990 and the majority of systems and processes were installed with that commissioning, 30 years ago. Much of the equipment has exceeded its useful life and needs replacement. Additionally, technology has changed dramatically since 1990 and there are numerous opportunities to improve treatment performance and efficiency in conjunction with requisite equipment and process upgrades. This upgrade will serve the City for next 30+ years.

We appreciate this opportunity to continue serving the City and are available at your convenience to discuss the project further. If you have additional questions, or require further assistance, do not hesitate to call.

Respectfully,

Brad T. Blais, P.E.
Vice President/Client Manager

David A. King, PE
Vice President/Business Unit Leader

BTB/KAL:bf

Enclosures: Scope of Services and Fee Estimate

**CITY OF PORT ORANGE WATER RECLAMATION FACILITY
PROCESS CONVERSION AND UPGRADE
STATE REVOLVING FUND
FACILITY PLANNING
SCOPE OF SERVICES AND FEE ESTIMATE**

The Task Order is in conformance with the Master Contract for Engineering Services pursuant to RSQ No. 14-23 Water, Wastewater and Reclaimed Water Continuing Engineering Consultant Rate Study dated March 17, 2015 between the City of Port Orange (CITY) and Mead & Hunt, Inc. (MEAD & HUNT) and is referred to herein as the Contract.

SCOPE OF SERVICES

The proposed scope of engineering services to be provided by MEAD & HUNT shall include preparation of an State Revolving Fund (SRF) formatted Facility Plan, Request for Inclusion (RFI), Loan Application and Business Plan submittal to fund construction activities for the Port Orange Water Reclamation Facility Process Conversion and Upgrade Project, hereinafter referred to as the PROJECT. The Facility Plan shall serve as the Basis of Design Report (BODR) and funding vehicle for this major capital project. The Facility Plan will be submitted to the FDEP and State of Florida 'Clearinghouse' for approval and issuance of a Finding of No Significant Impact (FONSI). This will serve to enable funding by the state revolving fund and provide a deliverable suitable for grant submission for any and all federal, regional, and local grant opportunities.

TASK 1 – Request for Inclusion

A Request For Inclusion (RFI) must be submitted for the SRF loan application. The RFI contains specific information about the project and loan. MEAD & HUNT shall prepare an RFI for a design loan for this project.

TASK 2 – Clean Water Facility Plan Preparation

MEAD & HUNT will prepare a Prepare a Clean Water Facility Plan for design and subsequent construction of the PROJECT. The Facility Plan will be written to meet the requirements listed section 62-552.700 (4) F.A.C. which includes the following:

1. Executive Summary
 - a. A project description, including identification of planning and service areas.
 - b. An explanation of the Need or Justification for Project.
 - c. A project location map. This map will clearly show the precise location of the proposed project with roadways being legibly labeled.
2. Environmental Effects
 - a. A discussion if the environmental benefits associated with the proposed project.
 - b. A discussion if the proposed project will have any significant adverse effects upon flora, fauna, threatened or endangered plant or animal species, surface water bodies, prime agricultural lands, wetlands, or undisturbed areas.
 - c. A list of threatened and endangered (T&E) plant and animal species (obtain from U.S. Fish and Wildlife Service) for the project area.

- d. A discussion if the proposed project will have any significant adverse human health or environmental effects on minority or low-income communities.
 - e. An explanation of what investigations/site visits were performed to determine the environmental effects of the proposed project.
 - f. This effort includes a biological consulting services allowance. Services include wetland delineation and T&E assessments. The existing stormwater pond will need to be addressed if fill is proposed within the pond.
3. Development of Alternatives and selection of a Preferred Alternative for major processes. All major processes being considered shall be evaluated and alternatives considered. The alternatives development process and selection of the preferred alternative for each is the primary element of the Facility Plan. This element is further defined herein and referred to hereafter as the Basis of Design Report (BODR). The BODR is described under Task '3' within this scope and fee proposal. Generally, the BODR includes:
 - a. A Description of the existing and recommended facilities
 - b. A cost comparison of at least three feasible alternatives (alternatives may include the a "no action" alternative).
 - c. Conceptual design and cost estimate for the preferred alternative.
4. Public Participation Process
 - a. Evidence that a public meeting was held to explain the project, including alternatives considered and cost and impact on user charges; and enabled public participation in evaluating project alternatives.
 - b. Meeting local requirements for advertising the public meeting.
 - c. Provide minutes of public meeting and include a copy of the advertisement.
5. Financial Feasibility
 - a. An identification of revenues to be dedicated to repaying the loan.
 - b. The Existing/Proposed User Charge System.
6. Schedule
 - a. A schedule for implementing the recommended facilities.
7. Adopting Resolution
 - a. A specific authorization to implement the planning recommendations.

Task 3 – Basis of Design Report (BODR)

1. Influent Handling
 - a. Evaluate replacement of influent pumps, valves, piping, and related equipment for both the east and west MLS pump stations (electrical upgrades to be evaluated with Phase 1 electrical study).
 - b. Replace both odor control systems with biological media equipment
 - c. Add screening compactors to (2) recently installed Stair screens.
 - d. Replace existing Eutek Teacup grit removal equipment with high efficiency grit removal systems.

- e. Evaluate equipment selection, layouts, benefits, and cost of fine screening.
- f. Add elevated walkway to connect the Headworks to the BNR structure.

2. Biological Nutrient Removal (BNR) Facilities

- a. Evaluate BNR process conversion technologies to achieve TN and TP reduction below 3.0 mg/l and 1.0 mg/l biologically within the BNR structure. Develop conceptual designs and cost estimates. Prepare 20 year Present Value (PV) assessment and recommendation. Demonstrate installed experience with systems in Florida of 6.0 mgd or greater. Options will include:
 - i. 5-stage Bardenpho process (entails downrating from 12 mgd)
 - ii. 4-stage IFAS process
 - iii. Aqua Nereda Granular Sludge Process
- b. Replace existing mechanical mixers with parabolic, non-fouling mixers
- c. Evaluate centrifugal blowers with Hybrid PD's vs. variable speed Turbo blowers. Prepare cost estimates and 20 year PV assessment.
- d. Replace in tank aeration equipment with process specific diffusers & aeration.
- e. Replace Internal recycle pumps and meters with variable speed, submersible pumps, and flow meters.
- f. Install nutrient analyzers capable of analyzing effluent stream from both process trains.
- g. Evaluate, replace as needed, existing weir gates and sluice gates.
- h. Evaluate structure and prepare any recommendations to support continued use of structure for the next 30+ years.

3. Secondary Clarification

- a. Evaluate all collection and clarifier drive equipment. Replace as necessary.
- b. Evaluate submerged weirs vs fiberglass weir covers over weirs and launders for all (4) clarifiers
- c. Replace ported sludge collection system with Spiral system for clarifiers C-1 & 2
- d. Replace scum troughs with full length skimmers & troughs
- e. Replace existing RAS and WAS pumps. Replace valves, piping, and flow meters. New flow monitoring equipment shall be compatible with Phase 1 electrical study.
- f. Evaluate different WAS management processes that may enhance operations and dewatering
- g. Evaluate structures and walkways. Prepare structural recommendations for a 30+ year useful life.

4. Deep Bed Filters

- a. Decommission and abandon methanol feed systems in conjunction with BNR upgrades.
- b. Replace existing filter flow meters, level sensors, and ancillary devices. New devices shall be compatible with the Phase 1 electrical study.
- c. Replace filter media, pumps & blowers. Prepare replacement recommendations for 20+ year useful life. Evaluation shall include VFD's and motor starters.
- d. Construct covers for filter structure to reduce algae growth and associated maintenance. Construct elevated walkways connecting filter structure to CCC and clarifiers #1, 2, 3 & 4

5. Clearwell, Chlorine Contact, Outfall and Reuse Transfer Systems

- a. Replace Clearwell transfer pumps. Evaluate potential for replacement with submersible pumps.
- b. Replace submersible aerators. Evaluate alternative reaeration systems. Prepare 20 yr. PV assessment in support of recommended technology.
- c. Replace all flow meters, level sensors, chlorine analyzers and ancillary devices. New equipment shall be compatible with Phase 1 electrical study.
- d. Evaluate bi-sulfite feed and distribution equipment. Replace as necessary.
- e. Evaluate existing outfall and transfer pumps, compare the costs and benefits of using submersible pumps in lieu of turbine pumps. This shall include an assessment of exiting VFD's and motor starters.
- f. Evaluate covers and/or floating CCC systems to reduce maintenance and CL consumption. Consider elevated walkway connecting filter structure to Reaeration/CCC.
- g. Evaluate structure, walkways, mechanical piping, check valves and platforms. Prepare recommendation for 30+ year useful life.

6. Digesters and Blowers

- a. Evaluate current sludge digestion and thickening practices. Prepare an assessment that addresses operational and biological processes associated with operating 1 or more digesters in association with thickening. Evaluation shall address energy utilization and nutrient release issues associated with various options. Prepare recommendations for future sludge management practices.
- b. Evaluate replacement of blowers, aeration grids and ancillary equipment in conjunction with the digester assessment. Compare use of turbo blowers and other available technology. Replace all VFD's, motor starters and ancillary devices.
- c. Remove and replace existing blower enclosure. Relocate blower electrical equipment for blowers in a new structure.
- d. Evaluate existing structures, walkways, piping, valves, and mechanical equipment. Prepare recommendations for 30+ year useful life.

7. Sludge Dewatering

- a. Prepare a 20 yr. PV assessment of sludge dewatering equipment and processes.
- b. Evaluate installation of Orege' sludge conditioning system. Include 20 yr. PV analysis.
- c. Evaluate all sludge pumps, conveyors, and polymer feed systems. Replace all VFD's, meters, sensors and ancillary systems with equipment that is compatible with the Phase 1 electrical study.
- d. Evaluate the existing structure, walkways, enclosure, fans, lighting, and related architectural elements. Prepare recommendations for a 30+ year useful life. Consider elevated walkway connecting CCC to upper level of sludge facility.

8. Reclaimed Water Storage Tank & Pump Station

- a. Prepare recommendations for replacement of existing high service pumps, VFD's and related equipment, as necessary. In the future, all high service pumps shall have the ability to run in parallel.
- b. Evaluate the existing storage tank and ancillary equipment.
- c. Prepare planning level designs and cost estimates for installation of VFD's at the reclaimed water reservoir site.

- d. Prepare conceptual designs and cost estimates for a 2nd storage tank at the reservoir site, install a flow meter for tank discharge into Lake A. Evaluate existing filtration and chemical feed systems at reclaimed reservoir.

9. Operations and Maintenance Facilities

- a. Architectural assessment of all occupied structures, including the operation building, laboratory, and maintenance building. Assessment shall evaluate existing and future staffing, space and storage. Assessment shall include wind and resiliency assessment for all critical structures. This work shall be performed by a Florida registered engineer specializing in risk & resiliency evaluations.
- b. Evaluate potential for new operations building or possibly constructing new, elevated structure over operations building.
- c. Recommendations may include elevated walkways, platforms, and access to chlorine contact chamber and other process structures.
- d. Prepare recommendations for replacement of structures deemed insufficient or inadequate. Provide conceptual level cost estimates.

10. Phase 1 Electrical Study

- a. Evaluate all switchgear, distribution equipment and emergency power as it relates to primary feeds from FP&L and effect upon critical processes. This will include possible electrical redundancy for critical processes and equipment.
- b. Comprehensive evaluation of electrical equipment, conductors, VFD's, starters and related equipment. Identify age and manufacturer's support for existing equipment and systems.
- c. Evaluation of existing site lighting to include consideration of upgrade to LED fixtures
- d. Evaluate instrumentation & control (I&C) systems to include PLC's, fiber optic connectivity and discrete wiring. Prepare an implementation plan to migrate all I&C equipment to a common platform.

TASK 4 – Business Plan Preparation

MEAD & HUNT will prepare the Business Plan (BP). The BP is a financial document which details the ability of the CITY to generate sufficient revenue to repay the loan and meet existing and future operating expenses and debt service obligations. The BP details current and projected operating expenses, debt service obligations, miscellaneous expenses, existing and projected revenues, and other sources of income which will be used to repay the loans.

TASK 5 – Loan Application Preparation

A Loan Application package will be completed by MEAD & HUNT. The Loan Application package consists of an application form and a series of approximately 11 attachments. The completed loan application package must be submitted to FDEP within 120 days after the project is listed on the fundable portion of the priority list. If all or part of the loan is not funded at a given SRF hearing, additional funding will be awarded at the next SRF hearing as required.

Submission of the completed loan application does not guarantee loan approval. It is based on timely submittal and availability of FDEP funds.

ASSUMPTIONS

It is assumed that the CITY will coordinate Public Meetings related to the SRF Facility Plan process. MEAD & HUNT will attend the public meetings.

SCHEDULES AND TIME CONSTRAINTS

All tasks will be completed within **12 months** following the Notice to Proceed. This schedule assumes that the City elects to submit the RFI, Business Plan and Loan Application upon completion of the Facility Plan and BODR. The tasks described below are not listed in chronological order. For example, the RFI, Business Plan and Loan Application will be submitted to FDEP after the Facility Plan and BODR are complete, accepted by city staff and adopted by a resolution of the Port Orange City Council. This schedule assumes that Tasks 2 & 3 will be complete and accepted by City staff within 9 months of the NTP. Tasks 1, 4 & 5 will be finalized and adopted by Council within 3 months following approval by staff.

COMPENSATION

TASK	DESCRIPTION	FEE	TERMS
Task 1	Request for Inclusion (RFI)	\$16,864	Lump Sum
Task 2	Clean Water Facility Plan Preparation	\$35,480	Lump Sum
Task 3	Basis of Design Report (BODR)	\$181,300	Lump Sum
Task 4	Business Plan Preparation	\$19,000	Lump Sum
Task 5	Loan Application Preparation	\$16,596	Lump Sum
	Task 1-5 Sub-total	\$269,240	
	Subconsultant and Printing Reimbursables Allowance (Actual Cost)	\$500	Time & Expense
	Totals	\$269,740	

EXCLUSIONS

This proposal excludes geotechnical, construction loan administration and all services not specifically described herein.

“PURSUANT TO FLORIDA STATUTE SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF MEAD & HUNT INC., MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.”

IF THE CONTRACTOR (MEAD & HUNT, INC.) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S (MEAD & HUNT, INC.’s) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT (PROPOSAL), CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY HALL, CITY OF PORT ORANGE, 1000 CITY CENTER CIRCLE, PORT ORANGE, FL 32129, City Clerk, Robin Fenwick, (386) 506-5566, rfenwick@port-orange.org.



City of Port Orange Public Works & Utilities Department

TO: Jamie Miller, Interim City Manager

THRU: Lynn Stevens, Public Works & Utilities Director
Julia Wiggins, Public Works & Utilities Business Manager

FROM: Steve Parnell, Deputy Director of Public Utilities

DATE: March 16, 2021

SUBJECT: Mead & Hunt. – Task Authorization No 31 Water Reclamation Facility Master Plan

REQUEST:

The Public Works & Utilities Department is requesting City Council approve Task Authorization No 31 under the Master Contract for Engineering Services with Mead & Hunt for the Water Reclamation Facility Master Plan in the amount of \$269,740.

PURPOSE:

The purpose of this request to help maintain compliance with the Florida Department of Environmental Protection's permit number FL0020559.

CONSIDERATION:

The Water Reclamation Facility was commissioned in 1990 and the majority of systems and processes were installed with that commissioning, 30 years ago. Much of the equipment has exceeded its useful life and needs replacement. Additionally, technology and permit requirements have changed dramatically since 1990. There are numerous opportunities to improve treatment performance and efficiency. The master plan will serve as a roadmap to a sequenced repair, replacement, and upgrade to the facility in a proactive manner. It will also service to meet the needs of the City for next 30+ years.

The Facility Master Plan will provide a Basis of Design Report (BODR) which is required for any grant funding or state revolving loan program. The previous Public Utilities Master Plan that was completed in 2005. Approximately 90% of the recommendation from the 2005 report were initiated or in the planning stages. Some of the items became obsolete when the economy declined over the past few years.

Public Works & Utilities is requesting Task Authorization No 31 have a term of 365 days from the Notice to Proceed. There are sufficient funds allocated in Project MDL001. This project will utilize 403 and 405 funds.

FUNDING:

Public Utilities Master Plan – Water Reclamation Facility

Fund: 403

Fund Name: Water and Sewer R&R

Cost Center: Water and Sewer

Program: Utility Administration

Spend Category: Sewage - Capital

Budget: \$178,798

Actual: \$144,740

Project: MPL001

Public Utilities Master Plan – Water Reclamation Facility

Fund: 405

Fund Name: Water and Sewer Impact

Cost Center: Water and Sewer

Program: Utility Administration

Spend Category: Sewage- Capital

Budget: \$125,000

Actual: \$125,000

Project: MPL001

RECOMMENDATION

The Public Works & Utilities Department recommends City Council approve Task Authorization No 31 under the Master Contract for Engineering Services with Mead & Hunt for the Water Reclamation Facility Master Plan in the amount of \$269,740.

ANTICIPATED SCHEDULE:

- a.) Council Approval – April 20, 2021
- b.) Fully Executed Task Documents: April 30, 2021
- c.) Purchase Order Issuance: May10, 2021

ATTACHMENTS:

- a.) Draft Task Authorization Documents
- b.) Proposal by Mead & Hunt



March 18, 2021

Steve Parnell
Deputy Utilities Director
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

Email: sparnell@port-orange.org
Hard Copy Mailed Only on Request

**WATER RECLAMATION FACILITY PROCESS CONVERSION AND UPGRADE
STATE REVOLVING FUND
FACILITY PLANNING
SCOPE OF SERVICES AND FEE ESTIMATE**

Dear Mr. Parnell,

In accordance with your request, we are pleased to offer the enclosed scope of services and engineering fee estimate for the above referenced project. This scope includes Request for Inclusion (RFI), preparation of a State Revolving Fund (SRF) Facility Plan, Basis of Design Report (BODR) and supporting documentation for a low interest loan to fund design and construction activities for the City's Water Reclamation Facility Process Conversion and Upgrade.

The existing facility was commissioned in 1990 and the majority of systems and processes were installed with that commissioning, 30 years ago. Much of the equipment has exceeded its useful life and needs replacement. Additionally, technology has changed dramatically since 1990 and there are numerous opportunities to improve treatment performance and efficiency in conjunction with requisite equipment and process upgrades. This upgrade will serve the City for next 30+ years.

We appreciate this opportunity to continue serving the City and are available at your convenience to discuss the project further. If you have additional questions, or require further assistance, do not hesitate to call.

Respectfully,

Brad T. Blais, P.E.
Vice President/Client Manager

David A. King, PE
Vice President/Business Unit Leader

BTB/KAL:bf

Enclosures: Scope of Services and Fee Estimate

**CITY OF PORT ORANGE WATER RECLAMATION FACILITY
PROCESS CONVERSION AND UPGRADE
STATE REVOLVING FUND
FACILITY PLANNING
SCOPE OF SERVICES AND FEE ESTIMATE**

The Task Order is in conformance with the Master Contract for Engineering Services pursuant to RSQ No. 14-23 Water, Wastewater and Reclaimed Water Continuing Engineering Consultant Rate Study dated March 17, 2015 between the City of Port Orange (CITY) and Mead & Hunt, Inc. (MEAD & HUNT) and is referred to herein as the Contract.

SCOPE OF SERVICES

The proposed scope of engineering services to be provided by MEAD & HUNT shall include preparation of an State Revolving Fund (SRF) formatted Facility Plan, Request for Inclusion (RFI), Loan Application and Business Plan submittal to fund construction activities for the Port Orange Water Reclamation Facility Process Conversion and Upgrade Project, hereinafter referred to as the PROJECT. The Facility Plan shall serve as the Basis of Design Report (BODR) and funding vehicle for this major capital project. The Facility Plan will be submitted to the FDEP and State of Florida 'Clearinghouse' for approval and issuance of a Finding of No Significant Impact (FONSI). This will serve to enable funding by the state revolving fund and provide a deliverable suitable for grant submission for any and all federal, regional, and local grant opportunities.

TASK 1 – Request for Inclusion

A Request For Inclusion (RFI) must be submitted for the SRF loan application. The RFI contains specific information about the project and loan. MEAD & HUNT shall prepare an RFI for a design loan for this project.

TASK 2 – Clean Water Facility Plan Preparation

MEAD & HUNT will prepare a Prepare a Clean Water Facility Plan for design and subsequent construction of the PROJECT. The Facility Plan will be written to meet the requirements listed section 62-552.700 (4) F.A.C. which includes the following:

1. Executive Summary
 - a. A project description, including identification of planning and service areas.
 - b. An explanation of the Need or Justification for Project.
 - c. A project location map. This map will clearly show the precise location of the proposed project with roadways being legibly labeled.
2. Environmental Effects
 - a. A discussion if the environmental benefits associated with the proposed project.
 - b. A discussion if the proposed project will have any significant adverse effects upon flora, fauna, threatened or endangered plant or animal species, surface water bodies, prime agricultural lands, wetlands, or undisturbed areas.
 - c. A list of threatened and endangered (T&E) plant and animal species (obtain from U.S. Fish and Wildlife Service) for the project area.

- d. A discussion if the proposed project will have any significant adverse human health or environmental effects on minority or low-income communities.
 - e. An explanation of what investigations/site visits were performed to determine the environmental effects of the proposed project.
 - f. This effort includes a biological consulting services allowance. Services include wetland delineation and T&E assessments. The existing stormwater pond will need to be addressed if fill is proposed within the pond.
3. Development of Alternatives and selection of a Preferred Alternative for major processes. All major processes being considered shall be evaluated and alternatives considered. The alternatives development process and selection of the preferred alternative for each is the primary element of the Facility Plan. This element is further defined herein and referred to hereafter as the Basis of Design Report (BODR). The BODR is described under Task '3' within this scope and fee proposal. Generally, the BODR includes:
 - a. A Description of the existing and recommended facilities
 - b. A cost comparison of at least three feasible alternatives (alternatives may include the a "no action" alternative).
 - c. Conceptual design and cost estimate for the preferred alternative.
4. Public Participation Process
 - a. Evidence that a public meeting was held to explain the project, including alternatives considered and cost and impact on user charges; and enabled public participation in evaluating project alternatives.
 - b. Meeting local requirements for advertising the public meeting.
 - c. Provide minutes of public meeting and include a copy of the advertisement.
5. Financial Feasibility
 - a. An identification of revenues to be dedicated to repaying the loan.
 - b. The Existing/Proposed User Charge System.
6. Schedule
 - a. A schedule for implementing the recommended facilities.
7. Adopting Resolution
 - a. A specific authorization to implement the planning recommendations.

Task 3 – Basis of Design Report (BODR)

1. Influent Handling
 - a. Evaluate replacement of influent pumps, valves, piping, and related equipment for both the east and west MLS pump stations (electrical upgrades to be evaluated with Phase 1 electrical study).
 - b. Replace both odor control systems with biological media equipment
 - c. Add screening compactors to (2) recently installed Stair screens.
 - d. Replace existing Eutek Teacup grit removal equipment with high efficiency grit removal systems.

- e. Evaluate equipment selection, layouts, benefits, and cost of fine screening.
- f. Add elevated walkway to connect the Headworks to the BNR structure.

2. Biological Nutrient Removal (BNR) Facilities

- a. Evaluate BNR process conversion technologies to achieve TN and TP reduction below 3.0 mg/l and 1.0 mg/l biologically within the BNR structure. Develop conceptual designs and cost estimates. Prepare 20 year Present Value (PV) assessment and recommendation. Demonstrate installed experience with systems in Florida of 6.0 mgd or greater. Options will include:
 - i. 5-stage Bardenpho process (entails downrating from 12 mgd)
 - ii. 4-stage IFAS process
 - iii. Aqua Nereda Granular Sludge Process
- b. Replace existing mechanical mixers with parabolic, non-fouling mixers
- c. Evaluate centrifugal blowers with Hybrid PD's vs. variable speed Turbo blowers. Prepare cost estimates and 20 year PV assessment.
- d. Replace in tank aeration equipment with process specific diffusers & aeration.
- e. Replace Internal recycle pumps and meters with variable speed, submersible pumps, and flow meters.
- f. Install nutrient analyzers capable of analyzing effluent stream from both process trains.
- g. Evaluate, replace as needed, existing weir gates and sluice gates.
- h. Evaluate structure and prepare any recommendations to support continued use of structure for the next 30+ years.

3. Secondary Clarification

- a. Evaluate all collection and clarifier drive equipment. Replace as necessary.
- b. Evaluate submerged weirs vs fiberglass weir covers over weirs and launders for all (4) clarifiers
- c. Replace ported sludge collection system with Spiral system for clarifiers C-1 & 2
- d. Replace scum troughs with full length skimmers & troughs
- e. Replace existing RAS and WAS pumps. Replace valves, piping, and flow meters. New flow monitoring equipment shall be compatible with Phase 1 electrical study.
- f. Evaluate different WAS management processes that may enhance operations and dewatering
- g. Evaluate structures and walkways. Prepare structural recommendations for a 30+ year useful life.

4. Deep Bed Filters

- a. Decommission and abandon methanol feed systems in conjunction with BNR upgrades.
- b. Replace existing filter flow meters, level sensors, and ancillary devices. New devices shall be compatible with the Phase 1 electrical study.
- c. Replace filter media, pumps & blowers. Prepare replacement recommendations for 20+ year useful life. Evaluation shall include VFD's and motor starters.
- d. Construct covers for filter structure to reduce algae growth and associated maintenance. Construct elevated walkways connecting filter structure to CCC and clarifiers #1, 2, 3 & 4

5. Clearwell, Chlorine Contact, Outfall and Reuse Transfer Systems

- a. Replace Clearwell transfer pumps. Evaluate potential for replacement with submersible pumps.
- b. Replace submersible aerators. Evaluate alternative reaeration systems. Prepare 20 yr. PV assessment in support of recommended technology.
- c. Replace all flow meters, level sensors, chlorine analyzers and ancillary devices. New equipment shall be compatible with Phase 1 electrical study.
- d. Evaluate bi-sulfite feed and distribution equipment. Replace as necessary.
- e. Evaluate existing outfall and transfer pumps, compare the costs and benefits of using submersible pumps in lieu of turbine pumps. This shall include an assessment of exiting VFD's and motor starters.
- f. Evaluate covers and/or floating CCC systems to reduce maintenance and CL consumption. Consider elevated walkway connecting filter structure to Reaeration/CCC.
- g. Evaluate structure, walkways, mechanical piping, check valves and platforms. Prepare recommendation for 30+ year useful life.

6. Digesters and Blowers

- a. Evaluate current sludge digestion and thickening practices. Prepare an assessment that addresses operational and biological processes associated with operating 1 or more digesters in association with thickening. Evaluation shall address energy utilization and nutrient release issues associated with various options. Prepare recommendations for future sludge management practices.
- b. Evaluate replacement of blowers, aeration grids and ancillary equipment in conjunction with the digester assessment. Compare use of turbo blowers and other available technology. Replace all VFD's, motor starters and ancillary devices.
- c. Remove and replace existing blower enclosure. Relocate blower electrical equipment for blowers in a new structure.
- d. Evaluate existing structures, walkways, piping, valves, and mechanical equipment. Prepare recommendations for 30+ year useful life.

7. Sludge Dewatering

- a. Prepare a 20 yr. PV assessment of sludge dewatering equipment and processes.
- b. Evaluate installation of Orege' sludge conditioning system. Include 20 yr. PV analysis.
- c. Evaluate all sludge pumps, conveyors, and polymer feed systems. Replace all VFD's, meters, sensors and ancillary systems with equipment that is compatible with the Phase 1 electrical study.
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8. Reclaimed Water Storage Tank & Pump Station

- a. Prepare recommendations for replacement of existing high service pumps, VFD's and related equipment, as necessary. In the future, all high service pumps shall have the ability to run in parallel.
- b. Evaluate the existing storage tank and ancillary equipment.
- c. Prepare planning level designs and cost estimates for installation of VFD's at the reclaimed water reservoir site.

- d. Prepare conceptual designs and cost estimates for a 2nd storage tank at the reservoir site, install a flow meter for tank discharge into Lake A. Evaluate existing filtration and chemical feed systems at reclaimed reservoir.

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- a. Architectural assessment of all occupied structures, including the operation building, laboratory, and maintenance building. Assessment shall evaluate existing and future staffing, space and storage. Assessment shall include wind and resiliency assessment for all critical structures. This work shall be performed by a Florida registered engineer specializing in risk & resiliency evaluations.
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Submission of the completed loan application does not guarantee loan approval. It is based on timely submittal and availability of FDEP funds.

ASSUMPTIONS

It is assumed that the CITY will coordinate Public Meetings related to the SRF Facility Plan process. MEAD & HUNT will attend the public meetings.

SCHEDULES AND TIME CONSTRAINTS

All tasks will be completed within **12 months** following the Notice to Proceed. This schedule assumes that the City elects to submit the RFI, Business Plan and Loan Application upon completion of the Facility Plan and BODR. The tasks described below are not listed in chronological order. For example, the RFI, Business Plan and Loan Application will be submitted to FDEP after the Facility Plan and BODR are complete, accepted by city staff and adopted by a resolution of the Port Orange City Council. This schedule assumes that Tasks 2 & 3 will be complete and accepted by City staff within 9 months of the NTP. Tasks 1, 4 & 5 will be finalized and adopted by Council within 3 months following approval by staff.

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CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 4/20/2021

Consent item: Yes

SUBJECT: (B8b) Approval of Change Order No 1 to Task Authorization No 28 with Mead and Hunt for the Garnsey Water Plant Generator Upgrade

DEPARTMENT: Public Utilities

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Change Order 1 to Mead & Hunt Task Authorization No. 28 to contract CA4619 for Design and Bidding Assistance services for the Garnsey Water Treatment Plant Generator Replacement project in the amount not to exceed \$41,824.00; revised total amount not to exceed \$96,160.00 and to add an additional 90 days to the Final Completion date; authorize the Mayor and City Clerk to execute all required documents.

SUMMARY: On May 19, 2020, City Council approved Task Authorization No 28 with Mead and Hunt, Inc. for the Garnsey Water Treatment Generator replacement in the amount of \$54,336.00. During the initial design phase of Task Authorization No. 28, Mead and Hunt performed a condition assessment of the existing incoming electrical system switchgear as it relates to the connection of the generator. The conclusion of the assessment was that due to the age (20-years) of the incoming electrical equipment, long term operations and maintenance is not sustainable due to the lack of available replacement parts and the fact that the equipment is no longer sold or supported by the manufacturer.

The design and permitting of the new switchgear and electrical room space were not included in the original scope for Task Authorization No. 28. To ensure uninterrupted water production, new switchgear must be designed, constructed, and fully operational before the existing is taken out of service. Change order 1 is for the design, permitting, and bidding services associated with electrical system upgrade. This entails the design and construction of additional electrical room space.

Change Order No 1 to Task Authorization No 28 is requesting an additional \$41,824 for a revised total contract amount of \$96,160.00. Additionally, Change Order 1 requests an additional ninety (90) days added to the Final Completion Date to perform the additional work. This will move the Final Completion date from July 21, 2021 to October 19, 2021.

Project	Funding Account No.: <u>Fund: 403 - Water and Sewer R&R, Cost</u>
No.: <u>SSP018</u>	<u>Center: Water and Sewer, Program: Water Production, Spend</u>
	<u>Category: Equipment - Capital, Additional Worktag: Project SSP018</u>

ATTACHMENTS:

1.	Change Order No 1 - Mead and Hunt Task No 28 - WTP Genrator	Change Order No 1 - Mead and Hunt Task No 28 - WTP Genrator.pdf
2.	Dept Justification Memo - Task No 28 Mead Hunt Garnsey WTR Generator Upgrades CO 1	Dept Justification Memo - Task No 28 Mead Hunt Garnsey WTR Generator Upgrades CO 1.docx
3.	Amendment #1 TA #28 with Cover Letter 2.17.21	Amendment #1 TA #28 with Cover Letter 2.17.21.pdf
4.	Executed Task No 28 - Mead and Hunt	Executed Task No 28 - Mead and Hunt.pdf
5.	NTP	NTP.pdf
6.	Project SSP018 Recon as of 3.16.2021	Project SSP018 Recon as of 3.16.2021.pdf
7.	Time Calculator	Time Calculator.pdf

Julia Wiggins	Created/Initiated - 3/16/2021
Kynah Cockcroft	Approved - 3/16/2021
Julia Wiggins	Approved - 3/16/2021
Richard Colby	Approved - 3/16/2021
Junos Reed	Approved - 3/17/2021
Steve Parnell	Approved - 3/17/2021
Lynn Stevens	Approved - 3/25/2021
Lupe Reyna-Coffin	Approved - 4/6/2021
Scott Neils	Approved - 4/7/2021
Matthew Jones	Approved - 4/12/2021
Jamie Miller	Approved - 4/13/2021
Robin Fenwick	Final Approval - 4/13/2021

CHANGE ORDER NO. 1
To the Master Contract for Engineering Services dated March 17, 2015
Task Authorization No 28, dated May 2020
MEAD AND HUNT, INC. Contractor

Project: Garnsey Water Treatment Plant Generator Upgrades, Design and Bidding Assistance

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$54,336	Original Contract Times: Substantial Completion: 335 days Final Completion: 365 days (July 21, 2021)
Net changes from previous Change Order: No. N/A: \$0	Changes in contract time from previous Change Orders: No. N/A: 0 days
Contract Price prior to this Change Order: \$54,336	Contract Completion Date prior to this Change Order: July 21, 2021
Net Increase (decrease) of this Change Order: No. 1: \$41,824	Changes in contract time requested this Change Order: No. 1: 90 days
Contract Price with all approved Change Orders: \$96,160	Contract Times with all approved Change Orders: Final Completion: October 19, 2021

CHANGES ORDERED:

- I. GENERAL: This Change Order is necessary to cover changes in the work to be performed under the Task Authorization No 28 entered into by and between the parties on May 19, 2020.
- II. REQUIRED CHANGES: Change Order No 1 is necessary to increase the authorized spending authorization by \$41,824; revised agreement amount of \$96,160.00 and to add ninety (90) days to the Final Completion date. This will move the Final Completion date from July 21, 2021 to October 19, 2021. No goods shall be delivered, nor services commenced hereunder until this Change Order has been fully executed by all parties.
- III. JUSTIFICATION: To ensure uninterrupted water production, the new switchgear will need to be constructed and fully operational before the existing is taken out of service. This entails the design and construction of additional electrical room space. The design and permitting of the new switchgear and electrical room space were not included in the original scope for Task Authorization No. 28.
- IV. PAYMENT: Payment for this Change Order shall be made in accordance with the terms of the Task Authorization No 28 subject to a limit up to but not to exceed \$41,824; revised agreement not to exceed \$96,160.00. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Florida Statutes Section 218.70 through 218.79, as amended.
- V. This Change Order may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Change Order shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Change Order.

Acknowledgments:

The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order;

It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original contract other than matters expressly provided herein;

The prices quoted are fair and reasonable and in proper ratio to the cost of the original work contracted for under competitive bidding; and,

The change in price and/or delivery date described is considered to be fair and reasonable and has been mutually agreed upon in full agreement and final settlement of all claims arising out of this modification including all claims for delays and disruptions resulting from, caused by, or incident to such modifications and change orders.

RECOMMENDED BY:
**JUNOS REED, PW & PU ENGINEER AND
CONSTRUCTION MANAGER**
Department Project Manager

ACCEPTED BY:
MEAD AND HUNT, INC.
Contractor

By: _____
Junos Reed, PW & PU Engineer and
Construction Manager

By: _____
Brad T. Blais, PE, Vice President

Date Signed: _____

Date Signed: _____

RECOMMENDED BY:
N/A
City's Representative

RECOMMENDED BY:
N/A
Engineer of Record

By: _____
Printed Name: _____
Title: _____

By: _____
Printed Name: _____
Title: _____

Date Signed: _____

Date Signed: _____

APPROVED BY:
CITY OF PORT ORANGE
Department Head

By: _____
Lynn Stevens, Public Works & Utilities
Director

Date Signed: _____

City Manager

By: _____
Jamie L. Miller, Interim City Manager

Date Signed: _____

If Council approval is required:

Affirmed:

By: _____
Donald O. Burnette, Mayor

Robin L. Fenwick, CMC, City Clerk

Date Signed: _____

Date Signed: _____



April 12, 2021

Junos Reed, P.E.
Engineering & Construction Manager
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

Email: jureed@port-orange.org
Hard Copy Mailed Only on Request

**Subject: CITY OF PORT ORANGE
CHANGE ORDER #1, TA #28, GARNSEY WTP GENERATOR INSTALLATION**

Dear Mr. Reed:

In accordance with your request, we are pleased to offer the enclosed Change Order to the existing task authorization #28 for the new Garnsey WTP Generator project. The proposed scope change includes design and permitting services for: a new electrical room, replacement of primary switchgear, and adding climate control for Tier 4 diesel exhaust fluid (DEF) storage systems. The enclosed engineering scope of services and fee estimate is based upon the original base contract for this task authorization.

Thank you for this opportunity to continue to be of service. If you have additional questions, do not hesitate to call.

Sincerely,
MEAD & HUNT, Inc.

A handwritten signature in blue ink, appearing to read "Brad T. Blais".

Brad T. Blais, P.E.
Vice President/Market Leader

BTB:bf

Enclosures: Scope of Services and Fee Estimate

Change Order 1 to Task Authorization #28
Port Orange Garnsey WWTP Additional Engineering Services

This Task Order is in conformance with the Continuing Contract for General Civil Engineering Services, RFQ 2017-01 dated March 20, 2017, between the City of Ormond Beach (CITY) and MEAD & HUNT, Inc. (MEAD & HUNT), and is referred to herein as the Contract.

Scope Description

The proposed Change Order includes design and permitting services for: a new electrical room, replacement of primary switchgear, and adding climate control for Tier 4 DEF systems for the new generator and transfer switch included in the original work authorization. During the initial engineering phase of this project, it was determined by MEAD & HUNT and CITY staff that the existing main switchgear was of a vintage that made repairs and maintenance difficult. In accordance with staff direction, MEAD & HUNT performed a cost estimating exercise for new switchgear installation and it was determined that replacing the switchgear is the most cost effective and operationally beneficial approach. That decision also entailed construction of a building addition for the new gear. The enclosed description describes additions to the original project scope.

TASK 1 – FIELD INVESTIGATIONS AND PRELIMINARY ENGINEERING

During the Preliminary Engineering Phase, MEAD & HUNT will:

- Prepare design layout and code compliance assessment for new electrical room addition in adjacent storage building.
- Collect and review available site information to determine routing for new electrical feeders
- Inventory the existing electrical feeders at the WTP
- Prepare conceptual layouts and site plan for CITY review
- Attend a preliminary design review meeting

TASK 2 – DESIGN AND PERMITTING

During the Design Plans and Specifications phase, MEAD & HUNT will:

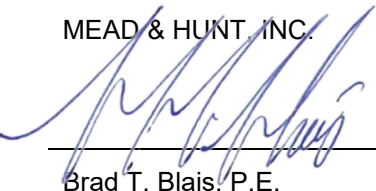
- Prepare 60%, 90% and final design plans and specifications to address all additional improvements and upgrades identified in the original project scope and additional project scope.
- Design plans, details and specifications for Civil, Architectural and Structural and Electrical improvements associated with the new electrical equipment and building additions.
- Attend design review meetings after 60% and 90% deliverable phase. Addition of the electrical room will add 1 to 2 additional meetings. This includes a meeting with the building department to determine permitting and code compliance requirements for the building addition/modification.
- Prepare engineer's opinion of probable construction costs for the updated design scope.

Schedule:

This work will add **90** days to the current schedule with a revised completion date of 10/21/21.

Fee Estimate:

Task 1, Field Investigations and Preliminary Engineering	\$15,296 LS
Task 2, Design & Permitting Phase	<u>\$26,528 LS</u>
Total Additional Fees	\$41,824

For:	MEAD & HUNT, INC.	For:	CITY OF PORT ORANGE
By:		By:	See Page 3 of Change Order No. 1
Name:	Brad T. Blais, P.E.	Name:	
Title:	Vice President/Market Leader	Title:	
			<i>The above person is authorized to sign for Client and bind the Client to the terms hereof.</i>
Date:	April 12, 2021	Date:	



City of Port Orange Public Utilities and Works Department

TO: Jamie Miller, Interim City Manager

THRU: Lynn Stevens, Public Utilities and Works Director
Junos Reed, P.E., Public Utilities and Works Engineering and
Construction Manager
Steve Parnell, Deputy Director of Public Utilities

FROM: Julia Wiggins, Public Utilities and Works Budget Analyst

DATE: March 16, 2021

SUBJECT: Mead & Hunt – Change Order 1 to Task Authorization No. 28, CA4619,
Garnsey Water Treatment Plant Generator Upgrades Design and Bidding
Assistance

REQUEST:

The Public Works & Utilities Department is requesting City Council approve Change Order 1 to Mead & Hunt Task Authorization No. 28 to contract CA4619 for Design and Bidding Assistance services for the Garnsey Water Treatment Plant Generator Replacement project in the amount not to exceed \$41,824.00; for a revised total amount not to exceed \$96,160.00 and to add an additional 90 days to the Final Completion date.

PURPOSE:

This water treatment plant improvement project involves the design, permitting, and bidding assistance for an upgraded emergency backup power system to insure uninterrupted production and distribution of potable water in accordance with state/federal regulations.

CONSIDERATION:

The City owns and operates one water treatment plant to provide potable drinking water to its residence. The plant operates 24 hours per day, 7 days per week. During power outages due to storms or failures, the plant is equipped with one stationary emergency generator capable of operating the entire facility in accordance with state and federal regulation. The existing generator is 20 years old and scheduled for replacement. On May 19, 2020, City Council approved Task Authorization No 28 with Mead and Hunt, Inc.

for the design and bidding assistance to replace the Garnsey Water Treatment generator in the amount of \$54,336.00.

During the initial design phase of Task Authorization No. 28, Mead and Hunt performed a condition assessment of the existing main electrical switchgear. This is the equipment that connects the generator to the existing electrical system for the plant. At the conclusion of the assessment, it was determined that the existing switchgear needed to be replaced and upgraded. Sustained operation and maintenance of the existing equipment is not practical due to the lack of available replacement parts, age of the equipment, and the fact that the existing switchgear is no longer sold or supported by the manufacturer. A failure of any of the equipment could result in the entire facility being inoperable.

To ensure uninterrupted water production, the new switchgear will need to be designed, constructed, and fully operational before the existing equipment is taken out of service. This entails the design and construction of additional electrical room space. The design and permitting of the new switchgear and electrical room space were not included in the original scope for Task Authorization No. 28.

Change Order No 1 to Task Authorization No 28 is requesting an additional \$41,824; for a revised total contract amount of \$96,160.00. Additionally, change order 1 requests an additional ninety (90) days be added to the Final Completion Date to complete the additional work. This will change the Final Completion date from July 21, 2021 to October 19, 2021. This will allow the necessary time to complete the design.

FUNDING:

Water Treatment Plant Generator Upgrades
Project #: SSP018 (Generator Replacements)
Fund – 403
Fund Name - Water and Sewer R&R Fund
Cost Center – Water and Sewer
Program – Water Production
Spend Category – Equipment - Capital
Original TA Amount - \$54,336.00
Change Order 1 – 41,824.00
New TA Amount - \$96,160.00

RECOMMENDATION:

The Public Works & Utilities Department recommends City Council approve Change Order 1 to Mead & Hunt Task Authorization No. 28 to contract CA4619 for Design and Bidding Assistance services for the Garnsey Water Treatment Plant Generator Replacement project in the amount not to exceed \$41,824.00; for a revised total amount not to exceed \$96,160.00 and to add an additional 90 days to the Final Completion date.

ANTICIPATED SCHEDULE:

- a) Council Approval – April 6, 2021

- b) Change order will add an additional 90 days to the current contract. Design to be completed by October 19, 2021.

ATTACHMENTS:

- a) Mead & Hunt Change Order Request
- b) Executed Mead & Hunt Task Authorization No 28
- c) NTP



February 18, 2021

Junos Reed, P.E.
Engineering & Construction Manager
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

Email: jureed@port-orange.org
Hard Copy Mailed Only on Request

**Subject: CITY OF PORT ORANGE
AMENDMENT 1, TA #28, GARNSEY WTP GENERATOR INSTALLATION**

Dear Mr. Reed:

In accordance with your request, we are pleased to offer the enclosed amendment to the existing task authorization #28 for the new Garnsey WTP Generator project. The proposed scope change includes design and permitting services for: a new electrical room, replacement of primary switchgear, and adding climate control for Tier 4 diesel exhaust fluid (DEF) storage systems. The enclosed engineering scope of services and fee estimate is based upon the original base contract for this task authorization.

Thank you for this opportunity to continue to be of service. If you have additional questions, do not hesitate to call.

Sincerely,
MEAD & HUNT Inc

A handwritten signature in blue ink, appearing to read "Brad T. Blais".

Brad T. Blais, P.E.
Vice President/Market Leader

BTB:bf

Enclosures: Scope of Services and Fee Estimate

Amendment 1 to Task Authorization #28
Port Orange Garnsey WWTP Additional Engineering Services

Scope Description

The proposed amendment includes design and permitting services for: a new electrical room, replacement of primary switchgear, and adding climate control for Tier 4 DEF systems for the new generator and transfer switch included in the original work authorization. During the initial engineering phase of this project, it was determined by Mead & Hunt and City staff that the existing main switchgear was of a vintage that made repairs and maintenance difficult. In accordance with staff direction, Mead & Hunt performed a cost estimating exercise for new switchgear installation and it was determined that replacing the switchgear is the most cost effective and operationally beneficial approach. That decision also entailed construction of a building addition for the new gear. The enclosed description describes additions to the original project scope.

TASK 1 – FIELD INVESTIGATIONS AND PRELIMINARY ENGINEERING

During the Preliminary Engineering Phase, CONSULTANT will:

- Prepare design layout and code compliance assessment for new electrical room addition in adjacent storage building.
- Collect and review available site information to determine routing for new electrical feeders
- Inventory the existing electrical feeders at the WTP
- Prepare conceptual layouts and site plan for City review
- Attend a preliminary design review meeting

TASK 2 – DESIGN AND PERMITTING

During the Design Plans and Specifications phase, CONSULTANT will:

- Prepare 60%, 90% and final design plans and specifications to address all additional improvements and upgrades identified in the original project scope and additional project scope.
- Design plans, details and specifications for Civil, Architectural and Structural and Electrical improvements associated with the new electrical equipment and building additions.
- Attend design review meetings after 60% and 90% deliverable phase. Addition of the electrical room will add 1 to 2 additional meetings. This includes a meeting with the building department to determine permitting and code compliance requirements for the building addition/modification.
- Prepare engineer's opinion of probable construction costs for the updated design scope.

Schedule:

This work will add **90** days to the current schedule with a revised completion date of 10/21/21.

Fee Estimate:

Task 1, Field Investigations and Preliminary Engineering	\$15,296 LS
Task 2, Design & Permitting Phase	<u>\$26,528 LS</u>
Total Additional Fees	\$41,824

For: MEAD & HUNT, INC

By:

Name: Brad T. Blais, P.E.

Title: Vice President/Market Leader

Date: February 18, 2021

For: CITY OF PORT ORANGE

By:

Name:

Title:

*The above person is authorized to
sign for Client and bind the Client to
the terms hereof.*

Date:

TASK AUTHORIZATION NO. 28
Master Contract for Engineering Services dated March 17, 2015
Between the City of Port Orange, Florida and Mead and Hunt, Inc. Pursuant to merger with Quentin L. Hampton Associates, Inc.

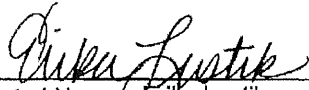
THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **MEAD AND HUNT, INC. PURSUANT TO MERGER WITH QUENTIN L. HAMPTON ASSOCIATES INC.**, a Wisconsin corporation with its principal place of business at 2440 Deming Way, Middleton, Wisconsin 53562-1562 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract for Engineering Services dated March 17, 2015, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and, in the Contract, agree as follows:

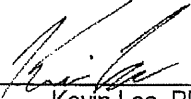
1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. The Public Works & Utilities Director, Lynn Stevens, shall perform contract administration for this **Task Authorization No.28** and can be reached at (386) 506-5750.
3. In addition to all other terms and conditions contained in the Contract, Contractor shall provide services relating to **Garnsey Water Treatment Plant Generator Upgrades, Design and Bidding Assistance** as more particularly described in the **Contractor's Scope of Services and Fee Estimate dated April 17, 2020**; attached hereto and incorporated as **Exhibit "1."**
4. Contractor shall complete the task **within 12 months from issuance of a written Notice to Proceed issued and executed by the City.**
5. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "1," subject to a limit not to exceed **Fifty-Four Thousand, Three-Hundred, Thirty-Six and 00/100 Dollars (\$54,336.00)**. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.
6. This Task Authorization may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Task Authorization.

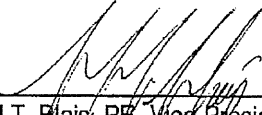
IN WITNESS WHEREOF, the Parties have made and executed this Task Authorization for the purposes herein expressed on the dates set forth below.

Witnesses:

MEAD AND HUNT, INC. PURSUANT TO MERGER WITH
QUENTIN L. HAMPTON ASSOCIATES INC.


Printed Name: Erika Lustik


Printed Name: Kevin Lee, PE

By: 
Brad T. Blais, PE, Vice President

If this Contract is signed by an individual not identified as the President of the corporation in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the corporation.

Date: May 11, 2020

Witnesses:

CITY OF PORT ORANGE

Shelby Field
Printed Name: Shelby Field

By: [Signature]
Donald O. Burnette, Mayor

[Signature]
Printed Name: Jason Keller

Date: 5/19/2020

Witnesses:

ATTEST:

Shelby Field
Printed Name: Shelby Field

By: [Signature]
Robin L. Fenwick, MMC, City Clerk

[Signature]
Printed Name: Jason Keller

Date: 5/19/2020

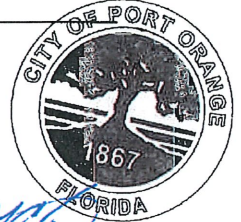


EXHIBIT "1"

Contractor's Scope of Services and Fee Estimate

Consisting of 4 Pages

Junos Reed, P.E.

April 17, 2020

Page 1

**CITY OF PORT ORANGE
GARNSEY WTP GENERATOR INSTALLATION
SCOPE OF SERVICES**

GENERAL: The City of Port Orange (CITY) and Mead & Hunt (CONSULTANT) entered into a Professional Continuous Utility Engineering Consulting Services Contract pursuant to RFQ #14-23, dated effective March 17, 2015.

PROJECT SCOPE:

The City has identified the need to install a second generator at the Garnsey WTP. The existing generator has a capacity of 1250 KW and was placed into service in approximately 2002. The generator was sized to provide backup power for all the equipment within the WTP site. The single generator supplying backup power does not provide redundancy while the WTP is relying on backup power. Installation of a second generator will provide redundancy and increase the reliability for continual operation of the WTP.

Preliminary engineering design will include an inventory of all existing and proposed electrical requirements within the WTP, generator sizing calculations, confirming priority starting schedule of all equipment, field coordination and recommendations. The preliminary design will confirm the generator sizing and recommend if the second generator can operate in parallel or series with the existing generator.

This proposal assumes that existing fuel storage capacity is adequate for 3 days capacity, given that actual loads are not changing. This will be investigated as part of this proposal. If new fuel storage facilities are required, a scope modification may be required.

The intent of this task order is for the Consultant to optimize the backup power systems based on the existing and proposed improved condition of the facility. Moreover, the Consultant will recommend to the City certain improvements to be made to the facilities, coordinate the design of those improvements with the City, prepare bid documents, provide bidding assistance and construction administration services for those improvements, and assist with the close-out of the project upon completion of construction.

TASK 1 – PRELIMINARY ENGINEERING

During the Preliminary Engineering Phase, CONSULTANT will:

- Collect and review available data from the City and Mead & Hunt files
- Inventory the electrical needs at the WTP
- Prepare generator sizing calculations
- Confirm priority starting schedule of all equipment

Junos Reed, P.E.

April 17, 2020

Page 2

- Field visit to coordinate second generator installation with existing switchgear
- Prepare conceptual layouts and site plans for City review
- Attend a preliminary design review meeting

TASK 2 – DESIGN PLANS AND SPECIFICATIONS

During the Design Plans and Specifications phase, CONSULTANT will:

- Prepare 60%, 90% and final design plans and specifications to address all improvements and upgrades identified in the project scope.
- Designs shall include plan sheets, details and specifications for Civil, Electrical, and Instrumentation
- Specifications to include Division 1 project requirements and Technical Specifications for use by the City Purchasing Department
- Attend design review meetings after 60% and 90% deliverable phase
- Prepare engineer's opinion of probable construction costs

TASK 3 – BIDDING ASSISTANCE

During the Bidding Assistance phase, CONSULTANT will:

- Prepare bidding documents per City standards
- Attend pre-bid meeting
- Address bidder questions
- Assist in the preparation of addenda
- Attend bid opening
- Review received bids
- Prepare certified bid tabulation
- Investigate low bidder(s) qualification
- Prepare bid award recommendation letter
- Attend Commission meeting for bid award

TASK 4 – PRINTING AND REIMBURSABLES

All printing and reimbursables will be billed at actual cost.

COMPENSATION:

Task 1	Preliminary Engineering	\$10,984	Lump Sum
Task 2	Design Plans and Specifications	\$36,188	Lump Sum
Task 3	Bidding Assistance	\$5,664	Lump Sum
Task 4	Printing/Reimbursables	<u>\$1,500</u>	Time & Expense
TOTAL		\$54,336	

TERM:

The term of this work authorization is 12 months from the Notice to Proceed.

EXCLUSIONS:

The proposed scope excludes inspection and all services not specifically described herein.

“PURSUANT TO FLORIDA STATUTE SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF MEAD & HUNT INC., MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.”

IF THE CONTRACTOR (MEAD & HUNT, INC.) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S (MEAD & HUNT, INC.’s) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT (PROPOSAL), CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY HALL, CITY OF PORT ORANGE, 1000 CITY CENTER CIRCLE, PORT ORANGE, FL 32129, City Clerk, Robin Fenwick, (386) 506-5566, rfenwick@port-orange.org.

CITY OF PORT ORANGE
SECOND GENERATOR INSTALLATION
ESTIMATED MANHOURS AND FEES
4/17/2020

Task No.	Description	Principal (hours)	Senior Project Engineer (hours)	Project Electrical Engineer (hours)	Engineer Intern (hours)	Production Supervisor (hours)	CAD Operator (hours)	Sr. Admin Support (hours)	Subconsultants and Allowances (2)	Total Task (\$)
	Hourly/Daily Rate	\$196	\$179	\$165	\$120	\$109	\$89	\$73	See Below	
1	Preliminary Engineering Design									
	1) Field Investigation		8	8			8			\$ 3,464
	2) Generator sizing calculations			12						\$ 1,980
	3) Coordination & design path forward		8	12	8			16		\$ 5,540
	Task Sub-total									\$ 10,984
2	Design Phase									
	1) Field investigation			8	8		8			\$ 2,992
	2) Electrical Design Plans & Specifications			90	24	18	80	36		\$ 29,440
	3) Review Meetings & Coordination		8	8			8	4		\$ 3,756
	Task Sub-total									\$ 36,188
3	Bidding Assistance	4	4	8		6		30		\$ 5,664
5	Reimbursables and Printing Allowance									
	1) Reimbursables								\$ 1,000	\$ 1,000
	2) Printing								\$ 500	\$ 500
	Task Sub-total									\$ 1,500
	Grand Total			146			104	86	\$ 1,500	\$ 54,336



CITY OF PORT ORANGE NOTICE TO PROCEED

Issued By: Lynn Stevens, Director
Public Works
1000 City Center Circle
Port Orange, FL 32129
Ph: (386) 506-5575
lstevens@port-orange.org

Issued To: Mead & Hunt, Inc
4401 Eastport Pkwy
Port Orange, FL 32127

PROJECT TITLE: Garnsey Water Treatment Plant Generator Upgrades
PO NO. 000516

This **Notice to Proceed** issued to your company is for the above referenced project and in accordance with the **Task Authorization No 28 under** the Master Contract for Engineering Services dated March 17, 2015 and all terms and conditions of the agreement between the City of Port Orange and Mead & Hunt, Inc. The **effective date** of this **Notice to Proceed** is (7/21/2020) with a **Final Completion** by (7/21/2021).

Please sign below acknowledging and agreeing to the contents of this Notice to Proceed and return a copy of this form to the Lynn Stevens, Public Works & Utilities Director via email and the original to the address below:

Project Manager: Junos Reed

All future correspondence or requests for changes to the contract must be addressed to the Director.

ISSUED BY:

Owner: City of Port Orange

By: [Signature]
Lynn Stevens

This 24th day of July 2020.

Title: Public Works & Utilities Director

ACCEPTANCE NOTICE:

Receipt of the foregoing Notice to Proceed is hereby acknowledged and agreed by:

Company: Mead & Hunt, Inc

By: [Signature]
David A. King, P.E.

This 24th day of July, 2020

Title: Vice President/Business Unit Leader

Summary Project Balances - SSP018 Generator Replacement

					FY21 ACTIVITY						PROJECT BUDGET	
		UNENCUMBERED		OBLIGATIONS	TOTAL ACTUALS &							
FUND	SPEND CATEGORY	BALANCE	ENCUMBRANCES	FY20 CARRYFORWARD	SPEND CATEGORY	BUDGET	YTD ACTUALS	COMMITMENTS	OBLIGATIONS	OBLIGATIONS	WD BALANCE	REMAINING
401	Sewage - Capital	\$ -	\$ -	\$ -	Sewage - Capital	\$ -	\$ -	\$ -	\$ -	-	-	\$ -
	Water - Capital	\$ -	\$ -	\$ -	Water - Capital	\$ -	\$ -	\$ -	\$ -	-	-	\$ -
	Capitalized Software	\$ -	\$ -	\$ -	Capitalized Software	\$ -	\$ -	\$ -	\$ -	-	-	\$ -
WTR	Equipment - Capital	\$ -		\$ -	Equipment - Capital	\$ -	\$ -	\$ -	\$ -	-	-	\$ -
WRF	Equipment - Capital	\$ -	\$ -	\$ -	Equipment - Capital	\$ -	\$ -	\$ -	\$ -	-	-	\$ -
TOTAL FUND		\$ -		\$ -	TOTAL FUND	\$ -	-	-	-	-	-	\$ -
403	Sewage - Capital	\$ -	\$ -	\$ -	Sewage - Capital	\$ -	\$ -	\$ -	\$ -	-	-	\$ -
	Water - Capital	\$ -	\$ -	\$ -	Water - Capital	\$ -	\$ -	\$ -	\$ -	-	-	\$ -
	Capitalized Software	\$ -	\$ -	\$ -	Capitalized Software	\$ -	\$ -	\$ -	\$ -	-	-	\$ -
WTR	Equipment - Capital	\$ 533,009.00	\$ 26,356.40	\$ 559,365.40	Equipment - Capital	\$ 500,000.00	\$ 21,182.00	\$ -	\$ (317.00)	20,865.00	479,135.00	\$ 1,038,500.40
WRF	Equipment - Capital	\$ -	\$ -	\$ -	Equipment - Capital	\$ 600,000.00	\$ -	\$ 41,824.00	\$ -	41,824.00	558,176.00	\$ 558,176.00
TOTAL FUND		\$ 533,009.00	\$ 26,356.40	\$ 559,365.40	TOTAL FUND	\$ 1,100,000.00	21,182.00	41,824.00	(317.00)	62,689.00	1,037,311.00	\$ 1,596,676.40
405	Sewage - Capital	\$ -	\$ -	\$ -	Sewage - Capital	\$ -	\$ -	\$ -	\$ -	-	-	\$ -
		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	-	-	\$ -
	TOTAL FUND	\$ -	\$ -	\$ -	TOTAL FUND	\$ -	-	-	-	-	-	\$ -
TOTAL PROJECT		\$ 533,009.00	\$ 26,356.40	\$ 559,365.40	TOTAL PROJECT	\$ 1,100,000.00	\$ 21,182.00	\$ 41,824.00	\$ (317.00)	\$ 62,689.00	\$ 1,037,311.00	\$ 1,596,676.40

FY2020 Carryover				
<u>PO#</u>	<u>Vendor Name</u>	<u>Remaining Balance</u>	<u>Spend Category</u>	<u>Spend Category</u>
po-516	Mead and Hunt		Sewage - Capital	Water - Capital
		\$ 26,356.40	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
	\$ 26,356.40	\$ -	\$ -	

Spend Category	Spend Category
WTP Equipment - Capital	WRF Equipment - Capital
\$ 26,356.40	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ 26,356.40	\$ -
	\$ 26,356.40

Notes:

FY21- WTP generator is first

FY22- WRP one of two generators will be replaced, FY22 req will be \$1m

for the WRF

FY25 - will plan for the WRF #2 generator

3/16/2021, pending CO to Task No 28 to Mead in Hund \$41,824.00



Days Calculator: Days Between Two Dates

How many days, months, and years are there between two dates?

Count Days

Add Days

Workdays

Add Workdays

Weekday

Week No

From and including: **Tuesday, July 21, 2020**

To, but **not** including **Wednesday, July 21, 2021**

Result: 365 days

It is 365 days from the start date to the end date, but not including the end date.

Or 1 year excluding the end date.

Or 12 months excluding the end date.

HTP

Alternative time units

365 days can be converted to one of these units:

- 31,536,000 seconds
- 525,600 minutes
- 8760 hours
- 365 days
- 52 weeks and 1 day
- 100.00% of a common year (365 days)

Advertising

Krylon Industrial : Water-Base Marking Paint, Blue, 17 oz Model: A0390...



SHOP NOW

Supplier and Solutions for E



July 2020						
11 days included						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August 2020						
31 days included						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September 2020–June 2021

September 2020: 30 days included
 October 2020: 31 days included
 November 2020: 30 days included
 December 2020: 31 days included
 January 2021: 31 days included
 February 2021: 28 days included
 March 2021: 31 days included
 April 2021: 30 days included
 May 2021: 31 days included
 June 2021: 30 days included

July 2021						
20 days included						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

☐ = First day included (Jul 21, 2020) ☐ = Last day included (Jul 20, 2021)



Days Calculator: Days Between Two Dates

How many days, months, and years are there between two dates?

Count Days

Add Days

Workdays

Add Workdays

Weekday

Week No

From and including: **Wednesday, July 21, 2021**

To, but **not** including **Tuesday, October 19, 2021**

Result: 90 days

It is 90 days from the start date to the end date, but not including the end date.

Or 2 months, 28 days excluding the end date.

Additional

Alternative time units

90 days can be converted to one of these units:

- 7,776,000 seconds
- 129,600 minutes
- 2160 hours
- 90 days
- 12 weeks and 6 days
- 24.66% of 2021

Advertising



July 2021						
11 days included						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

August 2021						
31 days included						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

September 2021						
30 days included						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

October 2021						
18 days included						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

☐ = First day included (Jul 21, 2021) ☐ = Last day included (Oct 18, 2021)

Days Calculator: Days Between Two Dates

How many days, months, and years are there between two dates?

Count Days

Add Days

Workdays

Add Workdays

Weekday

Week No

From and including: **Tuesday, July 21, 2020**

To, but **not** including **Tuesday, October 19, 2021**

Result: 455 days

It is 455 days from the start date to the end date, but not including the end date.

Or 1 year, 2 months, 28 days excluding the end date.

Or 14 months, 28 days excluding the end date.

Alternative time units

455 days can be converted to one of these units:

- 39,312,000 seconds
- 655,200 minutes
- 10,920 hours
- 455 days
- 65 weeks
- 124.66% of a common year (365 days)

Advertising



Total

July 2020						
11 days included						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August 2020						
31 days included						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September 2020– September 2021	
September 2020–December 2020:	122 days included
January 2021–September 2021:	273 days included

October 2021						
18 days included						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

☐ = First day included (Jul 21, 2020) ☐ = Last day included (Oct 18, 2021)



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 4/20/2021

Consent item: Yes

SUBJECT: (B8c) Approval of Task Authorization No. 1 to TNTSI, Inc. (d/b/a Security 101) for Exterior Surveillance Camera Upgrades and Replacement at the Police Department

DEPARTMENT: Administrative Services

GOAL: 1 - Public Safety

RECOMMENDED MOTION: Move to approve Task Authorization No. 1 to TNTSI, Inc. for surveillance camera upgrades at the police department in the amount of \$30,785.82

SUMMARY: The current surveillance system at the Port Orange Police Department is the same system that was installed when the facility was constructed. The cameras are of poor quality compared to modern cameras and the system cannot store more than 14 days worth of surveillance footage. Information Technology proposed, as part of the FY21 Capital Improvement Plan, to begin replacing the components of this system with modern technology in order to have more detailed surveillance footage and a longer retention time for accessing stored video.

This project will be accomplished in two phases. The first phase consists of replacing all of the exterior cameras and implementing a new storage infrastructure to store a minimum of 45 days of video footage. The second phase, which will be proposed in the FY22 Capital Improvement Plan, will consist of replacing all interior cameras including the interview rooms.

TNTSI, Inc. (d/b/a Security 101) has supplied a proposal to include all of the equipment, labor, licensing, storage, and first year of support on phase one of this project.

Information Technology has a contract with Security 101 that was competitively bid for all surveillance and access control needs. This contract is valid until April 21, 2021. It has an option for two additional one year renewals. Staff has extended the contract with Security 101 for an additional year.

Security 101 has completed several related projects with the City including all surveillance and access control at the DLH City Center Annex as well as the Public Works facility.

Please note that the attached proposal from Security 101 has been slightly redacted in order to not reveal the locations of the cameras.

Project
No.: TIP200

Funding Account No.: Fund 317 - Spend Category Computer
Hardware Capital

Presenter: Heather Carrizales

ATTACHMENTS:

1.	TNTSI Inc dba Security 101 Task Authorization No 1	TNTSI Inc dba Security 101 Task Authorization No 1.pdf
2.	TNTSI Inc - Security 101 Contract	TNTSI Inc - Security 101 Contract.pdf
3.	TNTSI Renewal Form	TNTSI Renewal Form.pdf
4.	Proposal for Security Camera Upgrades	Proposal 144578.2 Exterior Camera Upgrade with P&P Bond.pdf

jhicks jhicks	Created/Initiated - 3/11/2021
Heather Carrizales	Approved - 3/12/2021
Thomas Grimaldi	Approved - 3/15/2021
Lupe Reyna-Coffin	Approved - 3/15/2021
Scott Neils	Approved - 3/16/2021
Matthew Jones	Approved - 3/22/2021
Jamie Miller	Approved - 3/23/2021
Robin Fenwick	Final Approval - 3/23/2021

TASK AUTHORIZATION NO. 1
Standard Contract for Services dated April 21, 2020
Between the City of Port Orange, Florida and TNTSI, Inc. d/b/a Security 101

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **TNTSI, Inc. d/b/a SECURITY 101**, a Florida corporation with its principal place of business at 8110 Cypress Plaza Drive, Suite 304, Jacksonville, Florida 32256 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Standard Contract for Services as dated above, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization No. 1 expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. In addition to all other terms and conditions contained in the Contract, Contractor shall provide services relating to exterior surveillance camera upgrades and replacements at the Police Department, and as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "1."
3. Contractor shall substantially complete the services to be provided herein within ninety (90) days of the date of written notice by the City to the Contractor and final completion 120 days thereafter.
4. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "A" attached hereto and made a part hereof for all purposes, subject to a limit not to exceed Thirty Thousand Seven Hundred Ninety-Five and 82/100 Dollars (\$30,795.82). All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.
5. Contractor shall provide a 100% Combination Payment and Performance Bond in accordance with Florida Statutes Section 255.05, including the Front Page and Certificate for Filing in Public Records, in a form substantially similar to the forms attached hereto as Task Authorization Exhibit "2," and acceptable to the Port Orange City Attorney, and recorded with the Clerk of Volusia County at Contractor's expense. A separate bond shall be provided from the Surety which identifies and covers the scope of work for the project stated in this Task Authorization along with all other provisions of this Task Authorization with the penal sum of such bond being not less than the contract sum described in this Task Authorization. If any surety bond furnished in connection with this Task Authorization becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Task Authorization No. 1.
6. This Task Authorization may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Task Authorization.

IN WITNESS WHEREOF, the Parties have made and executed this Task Authorization for the purposes herein expressed on the dates set forth below.

Witnesses:

TNTSI, Inc. d/b/a SECURITY 101

Printed Name: _____ By: _____
Charles L. Taylor, Jr., Vice President

Printed Name: _____ Date: _____

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____ By: _____
Jamie L. Miller, Interim City Manager

Printed Name: _____ Date: _____

Witnesses: ATTEST:

Printed Name: _____ By: _____
Robin L. Fenwick, MMC, City Clerk

Printed Name: _____ Date: _____

[CA7150]

EXHIBIT “1”

Contractor's Quote

Consisting of 11 Pages

City of Port Orange Police Department

Project Location

City of Port Orange Police Department

4545 S Clyde Morris Blvd

Port Orange, FL 32129

Exterior Camera Upgrade with P&P Bond

Proposal No.: 144578.2

Wednesday, March 24, 2021

Prepared For

James Hicks

Information Technology Manager



Security101®

8110 Cypress Plaza Dr

Suite 304

Jacksonville, FL 32256

FL — Electrical: EG13000425 | FL — Other: TNTSI Inc, dba Security 101 | GA — Low Voltage: LVU406348 | SC — Alarm: BAC13611

The data contained in all pages of this proposal has been submitted in confidence and contains trade secrets and/or privileged or confidential commercial or financial information. Such data shall be used or disclosed only for evaluation purposes, provided that if a contract is awarded to this proposer as a result of or in connection with the submission of this proposal, the Customer shall have the right to use or disclose the data herein to the extent provided in the contract. This restriction does not limit the customer's right to use or disclose data obtained without restriction from any source, including the proposer.



General System Description

Proposal #144578.2 Exterior Camera Upgrade with P&P Bond

Replace one 16 Channel DVRs with 16 Channel IP over Coax Media Converters

Replace cameras listed in this proposal with HD IP cameras using IP over coax converters

Add multi imager cameras to exterior of building

All cameras deleted from system to be removed by customer

Any camera locations without a useable coax cable will require a network drop by customer

All POE switches provided by customer

Genetec Achiever hardware by customer

In accordance with pricing, terms and conditions of CA7150

Page 1 of 10

Video System

Head Ends

CoPO Provided Archiver

Analog to IP Encoder	1	16 OUTPUT IP/COAX POE/POE+ RCV (ALTRONIX CORP. – EBRIDGE16PCRX)
IP Camera License	6	1 CAMERA CONNECTION (Genetec – GSC-Om-P-1C)
IP Camera License Support Agreement	6	ADV-CAM-P-1Y (Genetec™ Advantage for 1 Omnicast Pro Camera – 1 year) (Genetec – ADV-CAM-P-1Y)

IP Cameras

Accessory	1	3FT CAT 6 PATCH CABLE GREY (W BOX TECH – C6GY3)
IP Exterior	1	5MP x 4ch multi-directional camera, Motorized PTRZ support, Max. 30fps@5MP(H.265, H.264), 4.13~9.4mm(2.3x) motorized varifocal lens, IR viewable length : 30m, H.265, H.264, MJPEG codec, Multi streaming, Video analytics, WiseStream,IP66, IK10, NEMA4X (HANWHA TECHWIN AMERICA -US – PNM-9085RQZ)
Mount #1	1	White Gooseneck mount (HANWHA TECHWIN AMERICA -US – SBP-300WMW)
Mount #2	1	CAP ADAPTER FOR THE PNM-9000VD MULTI-SENSOR (HANWHA TECHWIN AMERICA -US – SBP-201HMW)

Accessory	1	3FT CAT 6 PATCH CABLE GREY (W BOX TECH – C6GY3)
IP Exterior	1	5MP x 4ch multi-directional camera, Motorized PTRZ support, Max. 30fps@5MP(H.265, H.264), 4.13~9.4mm(2.3x) motorized varifocal lens, IR viewable length : 30m, H.265, H.264, MJPEG codec, Multi streaming, Video analytics, WiseStream,IP66, IK10, NEMA4X (HANWHA TECHWIN AMERICA -US – PNM-9085RQZ)
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Mount #2	1	CAP ADAPTER FOR THE PNM-9000VD MULTI-SENSOR (HANWHA TECHWIN AMERICA -US – SBP-201HMW)

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Mount #1	1	CORNER MOUNT ADAPTER ACCESSORY, USE WITH SBP-300WM (HANWHA TECHWIN AMERICA -US – SBP-300KMW)
Mount #1	1	White Gooseneck mount (HANWHA TECHWIN AMERICA -US – SBP-300WMW)
Mount #2	1	CAP ADAPTER FOR THE PNM-9000VD MULTI-SENSOR (HANWHA TECHWIN AMERICA -US – SBP-201HMW)
Protocol Convertor	1	IP&POE+/COAX/MINI TRANS (ALTRONIX CORP. – EBRIDGE1ST)

Accessory	1	3FT CAT 6 PATCH CABLE GREY (W BOX TECH – C6GY3)
IP Exterior	1	5MP x 4ch multi-directional camera, Motorized PTRZ support, Max. 30fps@5MP(H.265, H.264), 4.13~9.4mm(2.3x) motorized varifocal lens, IR viewable length : 30m, H.265, H.264, MJPEG codec, Multi streaming, Video analytics, WiseStream,IP66, IK10, NEMA4X (HANWHA TECHWIN AMERICA -US – PNM-9085RQZ)
Mount #1	1	CORNER MOUNT ADAPTER ACCESSORY, USE WITH SBP-300WM (HANWHA TECHWIN AMERICA -US – SBP-300KMW)
Mount #1	1	White Gooseneck mount (HANWHA TECHWIN AMERICA -US – SBP-300WMW)
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Protocol Convertor	1	IP&POE+/COAX/MINI TRANS (ALTRONIX CORP. – EBRIDGE1ST)

Accessory	1	3FT CAT 6 PATCH CABLE GREY (W BOX TECH – C6GY3)
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IP Exterior	1	5MP x 4ch multi-directional camera, Motorized PTRZ support, Max. 30fps@5MP(H.265, H.264), 4.13~9.4mm(2.3x) motorized varifocal lens, IR viewable length : 30m, H.265, H.264, MJPEG codec, Multi streaming, Video analytics, WiseStream, IP66, IK10, NEMA4X (HANWHA TECHWIN AMERICA -US – PNM-9085RQZ)
Mount #1	1	CORNER MOUNT ADAPTER ACCESSORY, USE WITH SBP-300WM (HANWHA TECHWIN AMERICA -US – SBP-300KMW)
Mount #1	1	White Gooseneck mount (HANWHA TECHWIN AMERICA -US – SBP-300WMW)
Mount #2	1	CAP ADAPTER FOR THE PNM-9000VD MULTI-SENSOR (HANWHA TECHWIN AMERICA -US – SBP-201HMW)
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Mount #1	1	CORNER MOUNT ADAPTER ACCESSORY, USE WITH SBP-300WM (HANWHA TECHWIN AMERICA -US – SBP-300KMW)
Mount #1	1	White Gooseneck mount (HANWHA TECHWIN AMERICA -US – SBP-300WMW)
Mount #2	1	CAP ADAPTER FOR THE PNM-9000VD MULTI-SENSOR (HANWHA TECHWIN AMERICA -US – SBP-201HMW)
Protocol Convertor	1	IP&POE+/COAX/MINI TRANS (ALTRONIX CORP. – EBRIDGE1ST)



Qty.	Part Description (Manufacturer – Part Number)	Unit Price	Extended Price	Discount Amount	Final Price
1	16 OUTPUT IP/COAX POE/POE+ RCV (ALTRONIX CORP. – EBRIDGE16PCRXX)	\$3,779.98	\$3,779.98	(\$680.40)	\$3,099.58
4	IP&POE+/COAX/MINI TRANS (ALTRONIX CORP. – EBRIDGE1ST)	\$218.73	\$874.92	(\$157.48)	\$717.44
6	ADV-CAM-P-1Y (Genetec™ Advantage for 1 Omnicast Pro Camera – 1 year) (Genetec – ADV-CAM-P-1Y)	\$46.64	\$279.84	(\$50.40)	\$229.44
6	1 CAMERA CONNECTION (Genetec – GSC-Om-P-1C)	\$261.63	\$1,569.78	(\$282.54)	\$1,287.24
6	5MP x 4ch multi-directional camera, Motorized PTRZ support, Max. 30fps@5MP(H.265, H.264), 4.13~9.4mm(2.3x) motorized varifocal lens, IR viewable length : 30m, H.265, H.264, MJPEG codec, Multi streaming, Video analytics, WiseStream,IP66, IK10, NEMA4X (HANWHA TECHWIN AMERICA -US – PNM-9085RQZ)	\$2,992.50	\$17,955.00	(\$3,231.90)	\$14,723.10
6	CAP ADAPTER FOR THE PNM-9000VD MULTI-SENSOR (HANWHA TECHWIN AMERICA -US – SBP-201HMM)	\$38.59	\$231.54	(\$41.70)	\$189.84
4	CORNER MOUNT ADAPTER ACCESSORY, USE WITH SBP-300WM (HANWHA TECHWIN AMERICA -US – SBP-300KMM)	\$62.21	\$248.84	(\$44.80)	\$204.04
6	White Gooseneck mount (HANWHA TECHWIN AMERICA -US – SBP-300WMW)	\$62.21	\$373.26	(\$67.20)	\$306.06
6	3FT CAT 6 PATCH CABLE GREY (W BOX TECH – C6GY3)	\$3.48	\$20.88	(\$3.78)	\$17.10
					\$20,773.84



Financial Summary

Proposal #144578.2 Exterior Camera Upgrade with P&P Bond

Bill to: City of Port Orange Police Department
4545 S Clyde Morris Blvd
Port Orange, FL 32129

Ship to: Attn: James Hicks
City of Port Orange Police Department
4545 S Clyde Morris Blvd
Port Orange, FL 32129

GRAND TOTALS

INSTALLATION	\$7,205.01
PROGRAMMING	\$719.99
TRAINING	\$0.00
ENGINEERING	\$359.99
PROJECT MANAGEMENT	\$719.99
EQUIPMENT	\$20,773.84
MATERIALS	\$0.00
SHIPPING	\$120.00
EXPENSES	\$897.00
TOTAL INVESTMENT	\$30,795.82
TAX	\$0.00
TOTAL INVESTMENT WITH TAX	\$30,795.82

Page 6 of 10

Limited Warranty, Exclusions and Disclaimers

1. To the extent not otherwise warranted pursuant to an applicable manufacturer's warranty, Security 101 warrants all Equipment and installation labor rendered as part of the Work against defects in materials and labor for a period of twelve (12) months (the "Warranty Period") from the date of substantial completion of the installation; provided, however, no warranty is made as to, and there is specifically excluded from the warranty, any and all expendable supplies, equipment and parts, or any portions of the Work which have been misused, abused, not used in the manner intended, neglected, or damaged by an act of God or altered, modified, or manipulated in any manner by Customer or a third party. Any defect in the installation during the Warranty Period will be repaired or replaced at the option of Security 101. Any shipping charges in connection with a repair or replacement shall be the responsibility of Customer. The repair or replacement shall constitute Customer's sole remedy against Security 101.

2. Security 101 MAKES NO OTHER OR FURTHER WARRANTY WITH RESPECT TO INSTALLATION LABOR, MATERIALS AND EQUIPMENT OR ANY OTHER PORTION OF THE WORK OTHER THAN THE FOREGOING WARRANTY AND SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3. IN NO EVENT SHALL Security 101 BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OR FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY OR ANY OTHER CAUSE AS A RESULT OF A DEFECT IN LABOR, EQUIPMENT OR OTHER SUPPLIES OR MATERIALS WITH RESPECT TO ANY ITEM FURNISHED UNDER THE AGREEMENT, MALFUNCTION OR NONFUNCTION OF ANY SYSTEM, WRONGFUL PERFORMANCE OF OR FAILURE TO PERFORM ANY ACTS INCLUDED IN THE WORK, TRANSPORTATION DELAYS OR BREACH OF WARRANTY.

4. Customer acknowledges that no warranty, representation, or statement by any representative of Security 101 not stated herein shall be binding. This writing, and the document or documents attached hereto or of which this writing is a part, if any, constitutes the final expression of the parties' agreement and is a complete and exclusive statement of the terms of the Agreement.

Limitation of Liability

5. The parties understand and agree that: (a) the Work is intended to constitute or be part of a security system designed to reduce risk of loss for the Customer; (b) Customer has selected, accepted and approved the Scope of Work after considering and balancing the levels of protection afforded by various types of systems and services available to it and the related costs of them; (c) neither Security 101 nor any person engaged by Security 101 to perform any portion of the Work shall be construed to be an insurer of the person or property of Customer, its employees, agents, contractors, assigns, customers, invitees or any other person at the location(s) where the work is performed (the "Location(s)"); (d) the Price and Payment Terms are based solely on the cost and value of Security 101 providing the Work and are unrelated to the value of property of Customer or others located at the location(s); (e) the Price and Payment Terms do not contemplate any payment being made or consideration being given to Security 101 for any guarantee, warranty or insuring agreement by any one or more of them to Customer with respect to the person or property of anyone; (f) Security 101 MAKES NO GUARANTEE OR WARRANTY OF ANY KIND THAT THE WORK (INCLUDING ANY MATERIALS AND EQUIPMENT SUPPLIED AS PART OF THE WORK) WILL AVERT OR PREVENT OCCURRENCES OR CONSEQUENCES THEREFROM WHICH THE WORK IS DESIGNED TO DETECT OR AVERT.

6. Notwithstanding the foregoing provisions of this Section or for whatever reason, Security 101 should be found liable for personal injury or property loss or damage caused by a failure to perform by Security 101 or the failure of any materials or equipment in any respect whatsoever or a court of proper jurisdiction determines the limitations on warranties are inapplicable, Customer agrees that the aggregate liability of Security 101 under or with respect to the Agreement, the Work to be performed under, and any warranty provided pursuant to, the Agreement, shall be limited to a sum equal to the lesser of (i) one-tenth (1/10) of the total Price to be paid by Customer under the Agreement, (ii) if the Price is to be paid in monthly payments or installments (other than progress payments), an amount equal to six (6) monthly payments, or (iii) five Hundred Dollars (\$500.00), and this liability shall be exclusive, and that the provisions of this subsection shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property, from performance or nonperformance of the Work, from breach of warranty, or from negligence, active or otherwise of Security 101.

7. In no event will Security 101 be liable for any indirect, consequential, incidental, special or punitive damages, including, without limitation, loss of use, interruption of business or loss of profits, arising out of or in any way connected with this Agreement or the Services, even if the relevant party has been advised of the possibility of such damages.

Indemnification

8. When Customer ordinarily has the property of others in its custody, or the Work extends to the protection of the person or property of others, Customer shall indemnify, save, defend and hold harmless Security 101 from and against all claims brought by parties other than the parties to the Agreement. This provision shall apply to all claims regardless of cause, including the performance or failure to perform by Security 101, and including without limitation, defects in products or system design, installation, repair service, monitoring, operation or non-operation of materials or equipment, whether based upon negligence, active or passive, express or implied contract or warranty, contribution or indemnification or strict or product liability, provided, however, Customer shall have no duty to indemnify in the case of gross negligence or willful misconduct by



Security 101, its employees, agents or assigns. - Customer agrees to indemnify Security 101 against and to defend and hold Security 101 harmless from any action for subrogation which may be brought against Security 101 by any insurer or insurance company or its agents or assigns including the payment of all damages, expenses, costs and reasonable attorney's fees.

Design Development, Programming, Drawings, Ownership, and Software License(s)

9. Design Development. - Customer and Security 101 have together developed or will develop the design and specifications for the Work. - When Customer has accepted or approved the design and specifications, the sole and final responsibility for the design and specifications shall be Customer's. - Security 101 shall have no liability to Customer for any loss or damage claimed against or incurred by Customer or any employee, agent or licensee of Customer because of any defect or alleged defect in the design or specifications or the failure of the equipment or the Work to perform as desired or anticipated by Customer.

10. Programming. - Security system programming is an essential element of the systems operation and performance. - Customer acknowledges and agrees that security system programming is an ever-changing process, and in significant part subject to Customer's day-to-day and other business operations and parameters and the changes or modifications to them. - To the extent required by the design and specifications of the Work, Security 101 shall:

(i) Load a configuration program that will allow Customer's security system to perform basic access control operation, door timers, lock timers, and basic alarm functions; and

(ii) Provide a total number of hours of personnel training regarding Customer's security system as specified in the Agreement; if a number of hours is not specified, training will be available at prevailing labor rates. - Personnel training may include training of operators, administrators, or other personnel designated by Customer. - Training subjects shall be dictated by Work specifications but may include password configuration, door identification, timers, alarms and reports. - Additional training, programming or related consulting services provided by Security 101 at Customer's request shall be provided at an above contract cost.

11. Drawings:

(i) To the extent required by the design and specifications of the Work, Security 101 shall provide reasonable descriptions of the functional operation of the system(s) being provided by the Work.

(ii) Security 101 may provide, at Customer's request and at an above contract cost, detail drawings utilizing industry standard electronic floor plans.

12. Ownership. - Prior to completion of the Work any drawings, specifications and equipment lists developed in connection with the design for the Work shall remain the property of Security 101 whether the Work for which they were made is executed or not. - Drawings, specifications and equipment lists shall be returned to Security 101 on demand at any time prior to substantial completion of the Work. - Prior to substantial completion of the Work, any drawings, specifications and equipment lists: (a) shall be considered confidential information and trade secrets of Security 101 unless they constitute information which is exempted or excluded by law from confidential and trade secret status; (b) shall not be used by Customer on other projects or extensions of a project included within the Work, or to obtain other bids, except by agreement in writing and with appropriate compensation to Security 101; and (c) are not to be reproduced in whole or in part without prior written consent of Security 101. - Upon substantial completion of the Work and final payment in full by Customer, ownership of drawings, specifications and equipment lists shall become Customer's.

13. Software License(s). - Software required to operate systems are governed by the license Agreement provided by the system manufacturer(s).

Video System Terms & Conditions

14. A dedicated circuit is recommended for the CCTV system, but not included.

15. Current and future lighting requirements are the responsibility of others. -

16. Appropriate furniture or shelving for CCTV recording equipment is not included, unless specifically identified in the scope of work and/or the equipment list.

Additional Terms & Conditions

Installation -

17. All required installation documents are included.



18. Installation of all required equipment and materials with on-site supervision of project is included.

19. Labor quoted assumes normal eight (8) hour working days, excluding weekends, holidays and overtime.

20. Idle time incurred by Security 101 employees and their subcontractors due to escorts, clearances, inability to enter workspace, and other factors beyond our control, will be invoiced at our current labor rates.

21. This proposal includes travel to and from the site to perform our stated scope of work. Additional or duplicate site visits required due to factors beyond our control, will be invoiced at our current labor rates.

22. Client to coordinate with local Security 101 staff to provide safe and timely right-of-passage in the work area during cable run and system installation.

23. Client to provide and coordinate T10 VAE electrical service where needed.

24. All LAN/WAN connections, addressing and network functionality are the responsibility of the Client.

25. Any telephone lines or LAN/WAN connections must be installed and operational prior to Security 101 commencing work. The local Security 101 representative will verify the availability and functionality of all connections prior to starting work.

Changes in Scope of Work

26. Any changes in the understood scope of work will be communicated and approved in writing (by an authorized Client representative), prior to commencing work.

Permits/Bonding/Sealed Engineered Drawings

27. Permits, bonds, and other requirements by any government agency are not included.

Miscellaneous

28. The bold headings and numbered paragraphs are for convenience only, have no legal significance, and shall not be deemed to alter or effect any provision of this Agreement.

29. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God; Government restrictions (including the denial or cancellation of any export or other necessary license); wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

30. Neither party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are proximately caused by causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, or party to substantially meet its performance obligations under this Agreement, provided that as a condition to the claim of nonliability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

31. In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this agreement, but this agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.



Acceptance

Proposal #144578.2 Exterior Camera Upgrade with P&P Bond

~~For the amount of \$30,795.82 (tax included)-~~

~~This proposal dated Wednesday, March 24, 2021 is valid until Monday, May 24, 2021-~~

~~The person or persons below represent that they are authorized to sign and execute this binding agreement. This acceptance indicates understanding of the complete proposal, including clarifications, design, programming, drawings, ownership and software licenses and the Warranty Service Plan, if included as a part of this proposal. This system proposal is intended to provide the customer partial protection of the designated premises. Its design should be understood to represent a compromise between the costs, understood scope of work and customer feedback. Accordingly, such a system may not provide ample protection from all possible threats, and Security 101 shall not be responsible in such an event.~~

Payment Terms.

~~Net 30-~~

~~Under no circumstances may the customer make payments directly to any subcontractor, material supplier, laborer or any other person performing work or furnishing material under the Agreement without the prior written consent of Security 101.~~

~~Security 101 may assign this Agreement to any other person, firm or corporation without notice to or approval by the customer and may subcontract any activities which may be performed under this Agreement, either voluntarily or by operation of law, without the consent of the customer.~~

Licenses

~~FL---Electrical: EG13600425 | FL---Other: TNTSI Inc, dba Security 101 | GA---Low Voltage: LWJ406348 | SC---Alarm: BAC13611~~

~~City of Port Orange Police Department~~

~~Security 101 - Jacksonville~~

Authorized Customer Signature (date)

Authorized Security 101 Signature (date)

Printed Name

Printed Name

Title

Title

Purchase Order Number

Page 10 of 10

EXHIBIT "2"

Payment and Performance Bond

Consisting of 4 Pages

FRONT PAGE FOR BOND REQUIRED BY SECTION 255.05, F.S.

PAYMENT AND PERFORMANCE BOND

(Public Works)

Notice and Time Limitations Must Be In Accordance
With Section 255.05(2), (8) and (10), Florida Statutes

BOND NO. _____

PRINCIPAL:

Developer or Contractor: TNTSI, Inc. d/b/a Security 101
Principal Business Address: 8110 Cypress Plaza Drive
Suite 304
Jacksonville, Florida 32256
Contact Person: Charles L. Taylor, Jr., Vice President
Phone Number: (904) 260-9101

SURETY:

Address: _____

Contact Person: _____
Phone Number: _____

OWNER:

City of Port Orange, Florida, a chartered municipal corporation
1000 City Center Circle
Port Orange, Florida 32129-4144
Contact Person: City Manager
Phone Number: (386) 506-5501

Amount: \$30,795.82 City Project Number: RFP 19-01 PHYSICAL FACILITY SECURITY AND SURVEILLANCE

Description of Work: Task Authorization No. 1 Police Department Surveillance Upgrades and Replacements

Project Location: 4545 Clyde Morris Boulevard, Port Orange, Florida 32127

Legal Description: Portions of Parcel ID#: 6307-00-00-0012
See Exhibit "A"

Front Page

All other pages are subsequent to this page regardless of any numbers that may be printed thereon.

**City of Port Orange Police Department
4545 Clyde Morris Boulevard, Port Orange, FL 32127**

Full Parcel ID:

07-16-33-00-00-0012

Short Parcel ID:

6307-00-00-0012

Legal Description:

A portion of the Parcel ID listed above.

EXHIBIT "A"

TNTSI, Inc. d/b/a Security 101

RFP 19-01 PHYSICAL FACILITY SECURITY AND SURVEILLANCE

Task Authorization No. 1 Police Department Surveillance Upgrades and Replacements

Bond No. _____

**COMBINATION PAYMENT AND PERFORMANCE BOND
FOR
PUBLIC CONSTRUCTION**

per Section 255.05, Florida Statutes
Guaranty for Construction of Public Improvements

BY THIS BOND, We, **TNTSI, Inc. d/b/a Security 101**, as Principal, and _____, a corporation, as Surety, are bound to **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of **THIRTY THOUSAND SEVEN HUNDRED NINETY-FIVE AND 82/100 DOLLARS (\$30,795.82)**, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain Standard Contract for Services, having an effective date of _____, entered into by and between the Principal and the City, for Police Department Surveillance Upgrades and Replacements, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and
3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.05(2), (8) and (10), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

IN WITNESS WHEREOF, this performance and payment bond is executed and shall be deemed an original, this _____, day of _____, 2021.

Attest:

TNTSI, Inc. d/b/a Security 101
(Principal)

(As to Corporate Principal) Secretary

By: _____
Charles L. Taylor, Jr., Vice President

(Witness to Principal)

(Corporate Seal)

(Witness to Surety)

By: _____
Name: _____
(Attorney-in-Fact)

(Corporate Seal)

NOTE: **Date of BOND must not be prior to date of Contract.** If Developer/Principal is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this 21 day of April, 2020, by and between the CITY OF PORT ORANGE, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and TNTSI, Inc. d/b/a SECURITY 101 ("Contractor"), a Florida corporation whose principal address is 8110 Cypress Plaza Drive, Suite 304, Jacksonville, Florida 32256. The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

(a) The Contractor hereby agrees to provide installation, configuration, and maintenance of facility security, access control, and surveillance cameras at facilities within the City of Port Orange, and as further described in Request for Proposal 19-01 ("RFP 19-01") and Addendum No. 1, which are made a part hereof by reference. Contractor's Proposal dated November 18, 2019 referenced in RFP 19-01 is attached hereto as Exhibit "1," and made a part hereof by reference. A complete copy of RFP 19-01 and Addendum No. 1 is available in the Office of the City Clerk.

(b) The time, manner and place for performance of such services shall be:

Initial Term: The initial term of this Contract shall become effective on the last date the Contract is signed by the Parties and shall continue for a period of one-year (the "Initial Term").

Renewals: Upon written agreement of the Parties, this Contract may be renewed for up to two (2) one-year periods, subject to review and approval of the City Manager and budget appropriation.

Manner and Place: The work shall be performed in accordance with and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances.

Time and Essence: Contractor acknowledges that time is of the essence for this Contract.

Authorization for Services: This Contract standing alone does not authorize the purchase of any goods or services or require the City to place any orders for goods or service. Authorization for the purchase of goods or services from Contractor under this Contract shall be upon issuance of a written Purchase Order or Task Authorization issued and executed by the City. The City reserves the right to contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion. A sample Task Authorization is attached hereto as Exhibit "2."

2. City Obligations. In return for the services identified above, the City agrees to compensate the Contractor at the prices set forth in Exhibit "1." The City's obligation to pay the Contractor under this Contract is limited to an amount not to exceed the budget appropriation for each fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. Liens. Contractor acknowledges that Contractor shall not be entitled to lien the City or other public property.

4. Contract Administration. The Information Technology Manager, James Hicks, shall perform contract administration of this Contract. The City may change the contract administration, from time to time and at any time, upon written notice to Contractor. For notice provisions, see the paragraph below entitled "Notice."

5. Termination for Convenience of the City

(a) The parties agree that the City may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or part, whenever the City Manager of Port Orange shall determine that such termination is in the best interest of the City.

(b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the City Manager or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Contractor shall:

- (i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
- (ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;
- (iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;
- (iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and
- (v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of termination, unless one or more extensions of three (3) months each are granted by the Finance Director.

(e) The Finance Director, with the approval of the City Manager, shall pay from the using department's budget, reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or work completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the supplies not delivered or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

(f) In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Finance Director shall pay the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

- (i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
 - (1) the cost of work performed or supplies delivered;
 - (2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;
 - (3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.

- (ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 23 of this contract concerning disputes.

6. Termination for Convenience for Subcontractors. In accordance with the termination for the convenience of the City provision of this contract, the Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the City whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

7. Termination for Default. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein.

8. Examination of Records

(a) The Contractor agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy any pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

(b) The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

9. Public Records Compliance. Contractor shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119.0701, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term.

(d) Upon completion of the Contract, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

If Contractor does not comply with a public records request, the City shall enforce the contract provisions in accordance with the contract.

CONTRACTOR QUESTIONS RELATING TO CONTRACTOR'S DUTIES TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT MUST BE FORWARDED TO THE OFFICE OF THE CITY CLERK, CITY HALL, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129 TELEPHONE: (386) 506-5563 E-MAIL: CITYCLERK@PORT-ORANGE.ORG

10. Termination for Non-Appropriation of Funds

(a) If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination.

(b) The City agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this contract was entered into. This provision shall survive any termination of the Contract.

11. Insurance. Contractor shall maintain insurance during the life of this Contract. Contractor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the bidder's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. Contractor shall not commence work under this Contract until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Contractor shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

The City reserves the right to increase insurance coverage as determined for higher risk contracts and shall reimburse the Contractor for the reasonable additional costs of increased coverage.

[Remainder of this page intentionally left blank]

Standard Insurance Requirements			
	Insurance	Standards	Additional Requirements
☒	Workers' Compensation <u>Additional Coverage:</u>	<u>Limits:</u> Coverage A - Statutory Coverage B - \$100,000 All States (Broad Form) Voluntary Compensation	☐ If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐ If vessels involved, Jones Act coverage with limits of \$500,000 required.
☒	Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000 Aggregate	☐ When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.

☒	Comprehensive Business, Automobile Liability to include all automobiles. <u>Additional Coverage:</u>	<u>Limits:</u> Auto Liability Body Injury: \$200,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence. Non-Owned, Hired Car	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
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Additional Insurance Requirements			
☐	Property Insurance Builders Risk. <u>Additional Coverage:</u>	<u>Limits:</u> Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☐	Professional Liability	<u>Limits:</u> Coverage - \$1,000,000 minimum.	
☒	Installation Floater (IT)	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>	
☐	Contractor Pollution Liability	<u>Limits:</u> Coverage - \$ <u>1,000,000.00.</u>	
☐	Errors and Omissions	<u>Limits:</u> Coverage - \$1,000,000.00 minimum.	
☐	Payment and Performance Bond Required	<u>Limits:</u> Coverage - Equal to amount of Contract.	
☐	Department Head waives Payment and Performance Bond for work under \$25,000.00.		
☐	Unless otherwise required by law, Department Head waives Insurance for work described as follows: (check at least one) ☐ under \$25,000.00 ☐ including goods F.O.B. the place of destination		

12. Assignability of Contract. Neither this contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written approval of the City Council.

13. Modifications or Changes to this Contract

(a) Change Orders. The Department Head, with the concurrence of the City's signatory as required by the City's Purchasing Policy, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

(b) If any change under this clause causes an increase or decrease in Contractor's cost of, or time required for the performance of the work hereunder, Contractor shall receive an equitable adjustment in accordance with subparagraph (d), which shall include all compensation to the Contractor, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change.

(c) Contractor need not perform any work described in any change order unless it has received a certification from the City that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

(d) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

14. **Sovereign Immunity.** The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

15. **Warranties.** Contractor warrants that (1) the supplies to be provided to the City pursuant to this Contract are fit and sufficient for the purpose intended; (2) the supplies are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship, and (3) the supplies sold to the City pursuant to this Contract conform to the standards required by this Contract.

Contractor further warrants that Contractor has title to the supplies provided, and that the supplies are free and clear of all liens encumbrances, and security interests. All warranties made in this Contract, together with service warranties and guarantees, shall run to the City and its successors and assigns.

16. **Additional Warranties.** Contractor further expressly warrants that materials and workmanship are warranted from defect for a one-year period. This is a minimum acceptable warranty.

17. **Inspection**

(a) All supplies (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, and their products) shall be subject to inspection and test by the City, to the extent practicable at all times and places including the place of manufacturer, and in any event prior to acceptance.

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect

and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

(c) The inspection and test by the City of any supplies or lots thereof does not relieve Contractor from any responsibility regarding defects or other failures to meet the Contract requirements, which may be discovered prior to acceptance. Except as otherwise provided in this Contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

18. Liability for Loss or Damage. Contractor shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Contractor, his/its agents, servants and employees and shall indemnify and save the City harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or death of any person or damage to property other than City property, resulting from the performance of the Contract by Contractor, his/its agents, servants and employees. Contractor shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

19. Non-discrimination. During the performance of this Contract, Contractor agrees as follows:

(a) Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, marital status, age or national origin, except where such is a bona-fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Contractor agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Contractor shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

20. E-Verify. Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of this Contract and shall expressly require any subcontractor performing services pursuant to this Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Contract.

21. Disputes. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Contract. The decision by the City Manager shall be final and binding unless, within five (5) business days from the date of delivery of the decision of the City Manager, appeal is made to the City Council in writing and delivered to the City Clerk, Robin L. Fenwick, CMC. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence.

22. Force Majeure. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

23. Controlling Law. THIS CONTRACT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE CONTRACT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.

24. Additional Provisions. This Contract includes all additional provisions as may have been outlined in written quotes and purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work.

25. Integration. This Contract and the documents incorporated herein by reference shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

26. Notice. For purposes of this Contract, notices shall be sent as follows:

City: City of Port Orange
Attention: City Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5501

Copy to: City of Port Orange
Attention: James Hicks, Information Technology Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5545

Contractor: TNTSI, Inc. d/b/a Security 101
Attention: Charles L. Taylor, Jr., Vice President
8110 Cypress Plaza Drive
Suite 304
Jacksonville, Florida 32256
(904) 260-9101 – Telephone
ctaylor@security101.com

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

27. Contract Construction

This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail

of an executed copy of this Contract shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Contract.

28. Authority to Sign. Each person signing this Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

[Remainder of this page intentionally left blank]

Witnesses:



Printed Name: Michael Taylor



Printed Name: Michael R Santos

TNTSI, Inc. d/b/a SECURITY 101

By: 

Charles L. Taylor, Jr., Vice President

If this Contract is signed by an individual not identified as the President of the corporation in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the corporation.

Date: 4/1/2020

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 1st day of April, 2020, by Charles L. Taylor, Jr., as Vice President of TNTSI, Inc. d/b/a Security 101, a Florida corporation. He is ☒ personally known or ☐ produced as identification.

Michelle R. Watkins

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:



Witnesses:

Shelby Field
Printed Name: Shelby Field

Jason Keller
Printed Name: Jason Keller

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 21 day of April, 2020, by Donald O. Burnette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city. He is ☒ personally known or ☐ produced _____ as identification.



SHELBY FIELD
Commission # GG 274469
Expires November 5, 2022
Bonded Thru Budget Notary Services

CITY OF PORT ORANGE

Donald O. Burnette
By: Donald O. Burnette, Mayor

Date: 4/21/2020

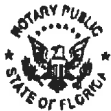
Witnesses:

Shelby Field
Printed Name: Shelby Field

Jason Keller
Printed Name: Jason Keller

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 21 day of April, 2020, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city. He or she is ☒ personally known or ☐ produced _____ as identification.



SHELBY FIELD
Commission # GG 274469
Expires November 5, 2022
Bonded Thru Budget Notary Services

ATTEST:

Robin L. Fenwick
By: Robin L. Fenwick, MMC, City Clerk

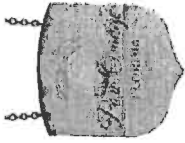
Date: 4/21/2020



Shelby Field
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:



Security101
Protecting People, Property & Profits



SCHEDULE OF VALUES – City of Port Orange

The Schedule of Values is an itemized list that establishes the unit price for certain items of work. It shall be used as the basis for pricing additional installation work, that shall include material, labor equipment and services in accordance with the terms and conditions required for performance of work under this contract on the following Unit Price Basis.

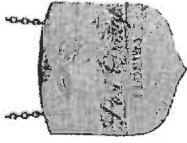
Pricing below is a maximum amount that can be quoted per Item Number unit. This pricing takes into account proposals submitted direct to City of Port Orange.

Item #	Description	2018
1	Furnish all labor, materials and equipment to make fully operational a new access controller for 1 - 2 doors with power supply	\$ 4,550
2	Furnish all labor, materials and equipment to make fully operational a new access controller for 3 - 4 doors with power supply	\$ 5,450
3	Furnish all labor, materials, and equipment to make fully operational a new access controller for 5 - 6 doors with power supply	\$ 6,150
4	Furnish all labor, materials, and equipment to make fully operational a new access controller for 7 - 8 doors with power supply	\$ 6,850
5	Furnish all labor, materials, and equipment to make fully operational a new access controller for 9 - 10 doors with power supply	\$ 8,450
6	Furnish all labor, materials, and equipment to make fully operational a new access controller for 11 - 12 doors with power supply	\$ 9,250

EXHIBIT "1"



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7	Furnish all labor, materials, and equipment to make fully operational a new access controller for 13 - 14 doors with power supply	\$ 9,950
8	Furnish all labor, materials, and equipment to make fully operational a new access controller for 15 - 16 doors with power supply	\$ 10,650

9	Furnish all labor, materials and equipment to make fully operational an existing access controller for 1 - 2 doors with power supplies	\$ 1,950
10	Furnish all labor, materials and equipment to make fully operational an existing access controller for 1 - 2 doors without power supplies	\$ 1,300
11	Furnish all labor, materials and equipment to make fully operational an existing access controller for 3 - 4 doors with power supplies	\$ 2,650
12	Furnish all labor, materials and equipment to make fully operational an existing access controller for 3 - 4 doors without power supplies	\$ 1,950
13	Furnish all labor, materials and equipment to make fully operational an existing access controller for 5 - 6 doors with power supplies	\$ 3,400
14	Furnish all labor, materials and equipment to make fully operational an existing access controller for 5 - 6 doors without power supplies	\$ 2,600
15	Furnish all labor, materials and equipment to make fully operational an existing access controller for 7 - 8 doors with power supplies	\$ 4,150
16	Furnish all labor, materials and equipment to make fully operational an existing access controller for 7 - 8 doors without power supplies	\$ 3,250
17	Furnish all labor, materials and equipment to make fully operational an existing access controller for 9 - 10 doors with power supplies	\$ 5,350
18	Furnish all labor, materials and equipment to make fully operational an existing access controller for 9 - 10 doors without power supplies	\$ 4,100

EXHIBIT "1"



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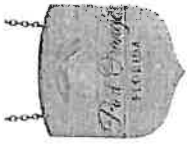
19	Furnish all labor, materials and equipment to make fully operational an existing access controller for 11 - 12 doors with power supplies	\$ 6,550
20	Furnish all labor, materials and equipment to make fully operational an existing access controller for 11 - 12 doors without power supplies	\$ 4,750
21	Furnish all labor, materials and equipment to make fully operational an existing access controller for 13 - 14 doors with power supplies	\$ 7,350
22	Furnish all labor, materials and equipment to make fully operational an existing access controller for 13 - 14 doors without power supplies	\$ 5,550
23	Furnish all labor, materials and equipment to make fully operational an electronic door strike with access reader	\$ 1,850
24	Furnish all labor, materials and equipment to make fully operational a single mag lock door with access reader	\$ 2,250

25	Furnish all labor, materials and equipment to make fully operational a double mag lock door with access reader	\$ 3,350
26	Furnish all labor, materials and equipment to make fully operational an In / Out single delayed egress mag lock door with access reader	\$ 3,600
27	Furnish all labor, materials and equipment to make fully operational an In/Out double delayed egress mag lock door with access reader	\$ 5,600
28	Furnish all labor, materials and equipment to make fully operational an electrified handle door with access reader	\$ 3,000
35	Furnish all labor, materials and equipment to make fully operational a single mag lock gate/fence door with access reader	\$ 2,050
37	Furnish all labor, materials and equipment to make fully operational an In/Out gate with access reader	\$ 5,450

EXHIBIT "1"



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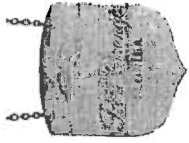


38	Furnish all labor, materials and equipment to make fully operational an In/Out automatic gate with access reader	\$ 3,550
39	Furnish all labor, materials and equipment to make fully operational an electrified crash bar with access reader	\$ 3,250
40	Furnish all labor, materials and equipment to install and make fully operational an I/O Board for up to a quantity of 16	\$ 1,050
41	Furnish all labor, materials and equipment to install and make fully operational a Monitored Point (Motion Detector, DC, Siren, Panic, Door Release)	\$ 450
42	Furnish all labor, materials and equipment to install and make fully operational an interior 1MP IP camera	\$ 850
43	Furnish all labor, materials and equipment to install and make fully operational an interior 2MP IP camera	\$ 950
44	Furnish all labor, materials and equipment to install and make fully operational an interior 3MP IP camera	\$ 1,650
45	Furnish all labor, materials and equipment to install and make fully operational an interior 5MP IP camera	\$ 1,850
46	Furnish all labor, materials and equipment to install and make fully operational an interior 4K IP camera	\$ 3,350
47	Furnish all labor, materials and equipment to install and make fully operational an interior Panoramic IP camera	\$ 1,350
48	Furnish all labor, materials and equipment to install and make fully operational an exterior 1MP IP camera	\$ 2,150
49	Furnish all labor, materials and equipment to install and make fully operational an exterior 2MP IP camera	\$ 2,250
50	Furnish all labor, materials and equipment to install and make fully operational an exterior 3MP IP camera	\$ 2,350
51	Furnish all labor, materials and equipment to install and make fully operational an exterior 5MP IP camera	\$ 2,550
52	Furnish all labor, materials and equipment to install and make fully operational an exterior 4K IP camera	\$ 5,350
53	Furnish all labor, materials and equipment to install and make fully operational an exterior Panoramic IP camera	\$ 4,150
54	Furnish all labor, materials and equipment to install and make fully operational an IP Covert camera	\$ 1,250

EXHIBIT "1"



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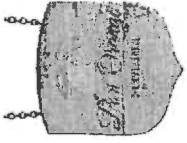


55	Furnish all labor, materials and equipment to install and make fully operational an interior IP PTZ camera	\$ 4,750
56	Furnish all labor, materials and equipment to install and make fully operational an exterior IP PTZ camera	\$ 5,350
57	Furnish all labor, materials and equipment to install and make fully operational an exterior Fixed Optical Zoom IP camera	\$ 3,250
58	Furnish all labor, materials, and equipment to install and make fully operational an IP Video Surveillance Control Board	\$ 2,050
59	Furnish all labor, materials and equipment to install and make fully operational an IP Network Speaker	\$ 1,450
60	Furnish all labor, materials, and equipment to install and make fully operational a Network I/O Module	\$ 950
61	Furnish all labor, materials, and equipment to install and make fully operational a Video Decoder	\$ 1,150
62	Furnish all labor, materials, and equipment to install and make fully operational a Video Encoder	\$ 2,050
63	Furnish all labor, materials and equipment to install and make fully operational an Analog Video Intercom	\$ 1,750
64	Furnish all labor, materials and equipment to install and make fully operational an IP Video Intercom	\$ 2,450
65	Per 100-foot price to furnish all labor, and materials for low voltage cable work in Containment Unit	\$ 80
66	Per foot price to furnish all labor, and materials for conduit work	\$ 12
67	Per foot price to furnish all labor, and materials for trench work	\$ 14
68	Installation Labor rates direct to JMH	\$ 80
69	Installation Labor rates at prevailing wages	\$ 100
70	Installation Programming rates	\$ 95
71	Installation Project Management rates	\$ 125
72	Installation Labor rates direct to JMH Off-Hours / Holiday	\$ 120
73	Installation Labor rates at prevailing wages Off-Hours / Holiday	\$ 150
74	Installation Programming rates Off-Hours / Holiday	\$ 140

EXHIBIT "1"



Security101
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Security 101 will supply specialty items at a cost-plus method of a direct materials cost, direct administration labor cost, shipping and allocated overhead costs, plus a not to exceed markup of 15%. Any installation rates associated with these specialty items shall be referred to from combinations of Items 68, 69, 70 or 71.

Security 101 will supply sub-contractor items / services at a 15% mark-up.

Permit fees, where required, to be included in proposals and will fluctuate depending on scope of work.

Clarifications:

- Network to be provided by others
- 110VAC to be provided by others
- Fire Relays, where required, to be supplied and installed by others
- All servers, where required, to be supplied and installed by others
- Switches to be provided by others
- Pricing increases have been calculated to consider current Consumer Price Index (CPI) trends. The CPI is a measure that examines the weighted average of prices of a basket of consumer goods and services, calculated by taking price changes for each item in the predetermined basket of goods and averaging them, not to exceed 2.5%.

EXHIBIT "1"

EXHIBIT “2”

Example Task Authorization

Consisting of 3 Pages

TASK AUTHORIZATION NO. ____
Standard Contract for Services dated ____
Between the City of Port Orange, Florida and TNTSI, Inc. d/b/a Security 101

THIS Task Authorization is entered into by and between the CITY OF PORT ORANGE, FLORIDA, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and TNTSI, Inc. d/b/a SECURITY 101, a Florida corporation with its principal place of business at 8110 Cypress Plaza Drive, Suite 304, Jacksonville, Florida 32256 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Standard Contract for Services as dated above, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. In addition to all other terms and conditions contained in the Contract, Contractor shall provide services relating to _____ as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "A."
3. Contractor shall complete the services to be provided herein within _____ days of the date of written notice by the City to the Contractor.
4. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "____" attached hereto and made a part hereof for all purposes, subject to a limit up to but not to exceed \$_____. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.
5. Contractor shall provide a 100% Combination Payment and Performance Bond in accordance with Florida Statutes Section 255.05, including the Front Page and Certificate for Filing in Public Records, in a form substantially similar to the forms attached hereto as Task Authorization Exhibit "B," and acceptable to the Port Orange City Attorney, and recorded with the Clerk of Volusia County at Contractor's expense. A separate bond shall be provided from the Surety which identifies and covers the scope of work for the project stated in this Task Authorization along with all other provisions of this Task Authorization with the penal sum of such bond being not less than the contract sum described in this Task Authorization. If any surety bond furnished in connection with this Task Authorization becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Task Authorization No. ____.
6. This Task Authorization may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Task Authorization.

IN WITNESS WHEREOF, the Parties have made and executed this Task Authorization for the purposes herein expressed on the dates set forth below.

Witnesses:

TNTSI, Inc. d/b/a SECURITY 101

Printed Name: _____ By: _____
Charles L. Taylor, Jr., Vice President

Printed Name: _____ Date: _____

Witnesses:

CITY OF PORT ORANGE

By: _____
Printed Name: _____ M.H. Johansson, City Manager

Date: _____
Printed Name: _____

Witnesses:

ATTEST:

By: _____
Printed Name: _____ Robin L. Fenwick, MMC, City Clerk

Date: _____
Printed Name: _____

[CA7150]



City of Port Orange

Agreement

RENEWAL FORM

*****THIS FORM IS VALID IF EXECUTED PRIOR TO THE ORIGINAL AGREEMENT/CONTRACT EXPIRATION DATE.*****

To be completed by Contractor:

YES ☒ We desire to renew this agreement for another term at the same price, requirements, specifications, and conditions as the previous term as per the following:

☒ Standard Contract for Service CA No. 7150

☐ Piggyback Agreement CA No. _____

☐ Purchase Order No. _____

Term From: April 21, 2021

To: April 21, 2022

Attached:

☐ Updated Bond

☐ Insurance Certificate/City as additional insured

NO _____ We do not desire to renew this agreement for another term.

Verify your records by providing the following information:

Name of Company / Organization: TNTSI, Inc d/b/a Security 101

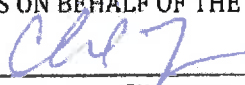
Name of Contact Person: James Damiano

Mailing Address: 8110 Cypress Plaza Dr. Suite 304 Jacksonville FL 32256

Email Contact Address: jdamiano@security101.com

Phone: 904-260-9101 x113 Fax: _____

IF THIS RENEWAL IS NOT SIGNED BY THE CONTRACTOR'S LEGALLY AUTHORIZED PERSON, THEN ATTACH WRITTEN AUTHORIZATION TO ENTER INTO CONTRACTS ON BEHALF OF THE CONTRACTOR FOR THE PERSON WHO SIGNS.

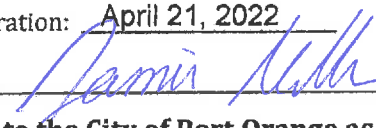
Contractor's Authorized Representative:  Date: 3-12-21
Signature

For City Use Only:

Department completes the following:

☒ Renewal Accepted ☐ Bond attached
☒ Insurance attached OR ☐ Insurance waived per Agreement

Agreement Expiration: April 21, 2022

City Manager:  Date: 3-30-21

Please return to the City of Port Orange as follows:

Department: Administrative Services/IT Telephone: 386-506-5545

Contact: James Hicks Fax: _____

Email: jhicks@port-orange.org

Original Signed Form Must Be Returned to the City Clerk

City of Port Orange Police Department

Project Location

City of Port Orange Police Department

4545 S Clyde Morris Blvd

Port Orange, FL 32129

Exterior Camera Upgrade with P&P Bond

Proposal No.: 144578.2

Wednesday, March 24, 2021

Prepared For

James Hicks

Information Technology Manager



8110 Cypress Plaza Dr

Suite 304

Jacksonville, FL 32256

FL — Electrical: EG13000425 | FL — Other: TNTSI Inc, dba Security 101 | GA — Low Voltage: LVU406348 | SC — Alarm: BAC13611

The data contained in all pages of this proposal has been submitted in confidence and contains trade secrets and/or privileged or confidential commercial or financial information. Such data shall be used or disclosed only for evaluation purposes, provided that if a contract is awarded to this proposer as a result of or in connection with the submission of this proposal, the Customer shall have the right to use or disclose the data herein to the extent provided in the contract. This restriction does not limit the customer's right to use or disclose data obtained without restriction from any source, including the proposer.

Replace one 16 Channel DVRs with 16 Channel IP over Coax Media Converters

Replace cameras listed in this proposal with HD IP cameras using IP over coax converters

Add multi imager cameras to exterior of building

All cameras deleted from system to be removed by customer

Any camera locations without a useable coax cable will require a network drop by customer

All POE switches provided by customer

Genetec Achiever hardware by customer

In accordance with pricing, terms and conditions of CA7150

Video System

Head Ends

CoPO Provided Archiver

Analog to IP Encoder	1	16 OUTPUT IP/COAX POE/POE+ RCV (ALTRONIX CORP. – EBRIDGE16PCR)
IP Camera License	6	1 CAMERA CONNECTION (Genetec – GSC-Om-P-1C)
IP Camera License Support Agreement	6	ADV-CAM-P-1Y (Genetec™ Advantage for 1 Omnicast Pro Camera – 1 year) (Genetec – ADV-CAM-P-1Y)

IP Cameras

Shop

Exterior Wall Mounted Camera

Accessory	1	3FT CAT 6 PATCH CABLE GREY (W BOX TECH – C6GY3)
IP Exterior	1	5MP x 4ch multi-directional camera, Motorized PTRZ support, Max. 30fps@5MP(H.265, H.264), 4.13~9.4mm(2.3x) motorized varifocal lens, IR viewable length : 30m, H.265, H.264, MJPEG codec, Multi streaming, Video analytics, WiseStream,IP66, IK10, NEMA4X (HANWHA TECHWIN AMERICA -US – PNM-9085RQZ)
Mount #1	1	White Gooseneck mount (HANWHA TECHWIN AMERICA -US – SBP-300WMW)
Mount #2	1	CAP ADAPTER FOR THE PNM-9000VD MULTI-SENSOR (HANWHA TECHWIN AMERICA -US – SBP-201HMW)

Front Entry 2

Exterior Wall Mounted Camera

Accessory	1	3FT CAT 6 PATCH CABLE GREY (W BOX TECH – C6GY3)
IP Exterior	1	5MP x 4ch multi-directional camera, Motorized PTRZ support, Max. 30fps@5MP(H.265, H.264), 4.13~9.4mm(2.3x) motorized varifocal lens, IR viewable length : 30m, H.265, H.264, MJPEG codec, Multi streaming, Video analytics, WiseStream,IP66, IK10, NEMA4X (HANWHA TECHWIN AMERICA -US – PNM-9085RQZ)
Mount #1	1	White Gooseneck mount (HANWHA TECHWIN AMERICA -US – SBP-300WMW)
Mount #2	1	CAP ADAPTER FOR THE PNM-9000VD MULTI-SENSOR (HANWHA TECHWIN AMERICA -US – SBP-201HMW)

NW Corner

Exterior Corner Mounted Camera

Accessory	1	3FT CAT 6 PATCH CABLE GREY (W BOX TECH – C6GY3)
IP Exterior	1	5MP x 4ch multi-directional camera, Motorized PTRZ support, Max. 30fps@5MP(H.265, H.264), 4.13~9.4mm(2.3x) motorized varifocal lens, IR viewable length : 30m, H.265, H.264, MJPEG codec, Multi streaming, Video analytics, WiseStream, IP66, IK10, NEMA4X (HANWHA TECHWIN AMERICA -US – PNM-9085RQZ)
Mount #1	1	CORNER MOUNT ADAPTER ACCESSORY, USE WITH SBP-300WM (HANWHA TECHWIN AMERICA -US – SBP-300KMW)
Mount #1	1	White Gooseneck mount (HANWHA TECHWIN AMERICA -US – SBP-300WMW)
Mount #2	1	CAP ADAPTER FOR THE PNM-9000VD MULTI-SENSOR (HANWHA TECHWIN AMERICA -US – SBP-201HMW)
Protocol Convertor	1	IP&POE+/COAX/MINI TRANS (ALTRONIX CORP. – EBRIDGE1ST)

SE Corner

Exterior Corner Mounted Camera

Accessory	1	3FT CAT 6 PATCH CABLE GREY (W BOX TECH – C6GY3)
IP Exterior	1	5MP x 4ch multi-directional camera, Motorized PTRZ support, Max. 30fps@5MP(H.265, H.264), 4.13~9.4mm(2.3x) motorized varifocal lens, IR viewable length : 30m, H.265, H.264, MJPEG codec, Multi streaming, Video analytics, WiseStream, IP66, IK10, NEMA4X (HANWHA TECHWIN AMERICA -US – PNM-9085RQZ)
Mount #1	1	CORNER MOUNT ADAPTER ACCESSORY, USE WITH SBP-300WM (HANWHA TECHWIN AMERICA -US – SBP-300KMW)
Mount #1	1	White Gooseneck mount (HANWHA TECHWIN AMERICA -US – SBP-300WMW)
Mount #2	1	CAP ADAPTER FOR THE PNM-9000VD MULTI-SENSOR (HANWHA TECHWIN AMERICA -US – SBP-201HMW)
Protocol Convertor	1	IP&POE+/COAX/MINI TRANS (ALTRONIX CORP. – EBRIDGE1ST)

Sallyport North

Exterior Corner Mounted Camera

Accessory	1	3FT CAT 6 PATCH CABLE GREY (W BOX TECH – C6GY3)
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IP Exterior	1	5MP x 4ch multi-directional camera, Motorized PTRZ support, Max. 30fps@5MP(H.265, H.264), 4.13~9.4mm(2.3x) motorized varifocal lens, IR viewable length : 30m, H.265, H.264, MJPEG codec, Multi streaming, Video analytics, WiseStream,IP66, IK10, NEMA4X (HANWHA TECHWIN AMERICA -US – PNM-9085RQZ)
Mount #1	1	CORNER MOUNT ADAPTER ACCESSORY, USE WITH SBP-300WM (HANWHA TECHWIN AMERICA -US – SBP-300KMW)
Mount #1	1	White Gooseneck mount (HANWHA TECHWIN AMERICA -US – SBP-300WMW)
Mount #2	1	CAP ADAPTER FOR THE PNM-9000VD MULTI-SENSOR (HANWHA TECHWIN AMERICA -US – SBP-201HMW)
Protocol Convertor	1	IP&POE+/COAX/MINI TRANS (ALTRONIX CORP. – EBRIDGE1ST)

Sallyport South

Exterior Corner Mounted Camera

Accessory	1	3FT CAT 6 PATCH CABLE GREY (W BOX TECH – C6GY3)
IP Exterior	1	5MP x 4ch multi-directional camera, Motorized PTRZ support, Max. 30fps@5MP(H.265, H.264), 4.13~9.4mm(2.3x) motorized varifocal lens, IR viewable length : 30m, H.265, H.264, MJPEG codec, Multi streaming, Video analytics, WiseStream,IP66, IK10, NEMA4X (HANWHA TECHWIN AMERICA -US – PNM-9085RQZ)
Mount #1	1	CORNER MOUNT ADAPTER ACCESSORY, USE WITH SBP-300WM (HANWHA TECHWIN AMERICA -US – SBP-300KMW)
Mount #1	1	White Gooseneck mount (HANWHA TECHWIN AMERICA -US – SBP-300WMW)
Mount #2	1	CAP ADAPTER FOR THE PNM-9000VD MULTI-SENSOR (HANWHA TECHWIN AMERICA -US – SBP-201HMW)
Protocol Convertor	1	IP&POE+/COAX/MINI TRANS (ALTRONIX CORP. – EBRIDGE1ST)

Qty.	Part Description (Manufacturer – Part Number)	Unit Price	Extended Price	Discount Amount	Final Price
1	16 OUTPUT IP/COAX POE/POE+ RCV (ALTRONIX CORP. – EBRIDGE16PCR)	\$3,779.98	\$3,779.98	(\$680.40)	\$3,099.58
4	IP&POE+/COAX/MINI TRANS (ALTRONIX CORP. – EBRIDGE1ST)	\$218.73	\$874.92	(\$157.48)	\$717.44
6	ADV-CAM-P-1Y (Genetec™ Advantage for 1 Omnicast Pro Camera – 1 year) (Genetec – ADV-CAM-P-1Y)	\$46.64	\$279.84	(\$50.40)	\$229.44
6	1 CAMERA CONNECTION (Genetec – GSC-Om-P-1C)	\$261.63	\$1,569.78	(\$282.54)	\$1,287.24
6	5MP x 4ch multi-directional camera, Motorized PTRZ support, Max. 30fps@5MP(H.265, H.264), 4.13~9.4mm(2.3x) motorized varifocal lens, IR viewable length : 30m, H.265, H.264, MJPEG codec, Multi streaming, Video analytics, WiseStream,IP66, IK10, NEMA4X (HANWHA TECHWIN AMERICA -US – PNM-9085RQZ)	\$2,992.50	\$17,955.00	(\$3,231.90)	\$14,723.10
6	CAP ADAPTER FOR THE PNM-9000VD MULTI-SENSOR (HANWHA TECHWIN AMERICA -US – SBP-201HMW)	\$38.59	\$231.54	(\$41.70)	\$189.84
4	CORNER MOUNT ADAPTER ACCESSORY, USE WITH SBP-300WM (HANWHA TECHWIN AMERICA -US – SBP-300KMW)	\$62.21	\$248.84	(\$44.80)	\$204.04
6	White Gooseneck mount (HANWHA TECHWIN AMERICA -US – SBP-300WMW)	\$62.21	\$373.26	(\$67.20)	\$306.06
6	3FT CAT 6 PATCH CABLE GREY (W BOX TECH – C6GY3)	\$3.48	\$20.88	(\$3.78)	\$17.10
					\$20,773.84

Bill to: City of Port Orange Police Department
4545 S Clyde Morris Blvd
Port Orange, FL 32129

Ship to: Attn: James Hicks
City of Port Orange Police Department
4545 S Clyde Morris Blvd
Port Orange, FL 32129

GRAND TOTALS	
INSTALLATION	\$7,205.01
PROGRAMMING	\$719.99
TRAINING	\$0.00
ENGINEERING	\$359.99
PROJECT MANAGEMENT	\$719.99
EQUIPMENT	\$20,773.84
MATERIALS	\$0.00
SHIPPING	\$120.00
EXPENSES	\$897.00
TOTAL INVESTMENT	\$30,795.82
TAX	\$0.00
TOTAL INVESTMENT WITH TAX	\$30,795.82

Limited Warranty; Exclusions and Disclaimers

1. To the extent not otherwise warranted pursuant to an applicable manufacturer's warranty, Security 101 warrants all Equipment and installation labor rendered as part of the Work against defects in materials and labor for a period of twelve (12) months (the 'Warranty Period') from the date of substantial completion of the installation; provided, however, no warranty is made as to, and there is specifically excluded from the warranty, any and all expendable supplies, equipment and parts, or any portions of the Work which have been misused, abused, not used in the manner intended, neglected, or damaged by an act of God or altered, modified, or manipulated in any manner by Customer or a third party. Any defect in the installation during the Warranty Period will be repaired or replaced at the option of Security 101. Any shipping charges in connection with a repair or replacement shall be the responsibility of Customer. The repair or replacement shall constitute Customer's sole remedy against Security 101.

2. Security 101 MAKES NO OTHER OR FURTHER WARRANTY WITH RESPECT TO INSTALLATION LABOR, MATERIALS AND EQUIPMENT OR ANY OTHER PORTION OF THE WORK OTHER THAN THE FOREGOING WARRANTY AND SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3. IN NO EVENT SHALL Security 101 BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OR FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY OR ANY OTHER CAUSE AS A RESULT OF A DEFECT IN LABOR, EQUIPMENT OR OTHER SUPPLIES OR MATERIALS WITH RESPECT TO ANY ITEM FURNISHED UNDER THE AGREEMENT, MALFUNCTION OR NONFUNCTION OF ANY SYSTEM, WRONGFUL PERFORMANCE OF OR FAILURE TO PERFORM ANY ACTS INCLUDED IN THE WORK, TRANSPORTATION DELAYS OR BREACH OF WARRANTY.

4. Customer acknowledges that no warranty, representation, or statement by any representative of Security 101 not stated herein shall be binding. This writing, and the document or documents attached hereto or of which this writing is a part, if any, constitutes the final expression of the parties' agreement and is a complete and exclusive statement of the terms of the Agreement.

Limitation of Liability

5. The parties understand and agree that: (a) the Work is intended to constitute or be part of a security system designed to reduce risk of loss for the Customer; (b) Customer has selected, accepted and approved the Scope of Work after considering and balancing the levels of protection afforded by various types of systems and services available to it and the related costs of them; (c) neither Security 101 nor any person engaged by Security 101 to perform any portion of the Work shall be construed to be an insurer of the person or property of Customer, its employees, agents, contractors, assigns, customers, invitees or any other person at the location(s) where the work is performed (the "Location(s)"); (d) the Price and Payment Terms are based solely on the cost and value of Security 101 providing the Work and are unrelated to the value of property of Customer or others located at the Location(s); (e) the Price and Payment Terms do not contemplate any payment being made or consideration being given to Security 101 for any guarantee, warranty or insuring agreement by any one or more of them to Customer with respect to the person or property of anyone; (f) Security 101 MAKES NO GUARANTEE OR WARRANTY OF ANY KIND THAT THE WORK (INCLUDING ANY MATERIALS AND EQUIPMENT SUPPLIED AS PART OF THE WORK) WILL AVERT OR PREVENT OCCURRENCES OR CONSEQUENCES THEREFROM WHICH THE WORK IS DESIGNED TO DETECT OR AVERT.

6. Notwithstanding the foregoing provisions of this Section or for whatever reason, Security 101 should be found liable for personal injury or property loss or damage caused by a failure to perform by Security 101 or the failure of any materials or equipment in any respect whatsoever or a court of proper jurisdiction determines the limitations on warranties are inapplicable, Customer agrees that the aggregate liability of Security 101 under or with respect to the Agreement, the Work to be performed under, and any warranty provided pursuant to, the Agreement, shall be limited to a sum equal to the lesser of (i) one-tenth (1/10) of the total Price to be paid by Customer under the Agreement, (ii) if the Price is to be paid in monthly payments or installments (other than progress payments), an amount equal to six (6) monthly payments, or (iii) Five Hundred Dollars (\$500.00), and this liability shall be exclusive, and that the provisions of this subsection shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property, from performance or nonperformance of the Work, from breach of warranty, or from negligence, active or otherwise of Security 101.

7. In no event will Security 101 be liable for any indirect, consequential, incidental, special or punitive damages, including, without limitation, loss of use, interruption of business or loss of profits, arising out of or in any way connected with this Agreement or the Services, even if the relevant party has been advised of the possibility of such damages.

Indemnification

8. When Customer ordinarily has the property of others in its custody, or the Work extends to the protection of the person or property of others, Customer shall indemnify, save, defend and hold harmless Security 101 from and against all claims brought by parties other than the parties to the Agreement. This provision shall apply to all claims regardless of cause, including the performance or failure to perform by Security 101, and including without limitation, defects in products or system design, installation, repair service, monitoring, operation or non-operation of materials or equipment, whether based upon negligence, active or passive, express or implied contract or warranty, contribution or indemnification or strict or product liability; provided, however, Customer shall have no duty to indemnify in the case of gross negligence or willful misconduct by

Security 101, its employees, agents or assigns. Customer agrees to indemnify Security 101 against, and to defend and hold Security 101 harmless from any action for subrogation which may be brought against Security 101 by any insurer or insurance company or its agents or assigns including the payment of all damages, expenses, costs and reasonable attorney's fees.

Design Development, Programming, Drawings, Ownership, and Software License(s)

9. Design Development. Customer and Security 101 have together developed or will develop the design and specifications for the Work. When Customer has accepted or approved the design and specifications, the sole and final responsibility for the design and specifications shall be Customer's. Security 101 shall have no liability to Customer for any loss or damage claimed against or incurred by Customer or any employee, agent or licensee of Customer because of any defect or alleged defect in the design or specifications or the failure of the equipment or the Work to perform as desired or anticipated by Customer.

10. Programming. Security system programming is an essential element of the systems operation and performance. Customer acknowledges and agrees that security system programming is an ever-changing process, and in significant part subject to Customer's day-to-day and other business operations and parameters and the changes or modifications to them. To the extent required by the design and specifications of the Work, Security 101 shall:

- (i) Load a configuration program that will allow Customer's security system to perform basic access control operation, door timers, lock timers, and basic alarm functions; and
- (ii) Provide a total number of hours of personnel training regarding Customer's security system as specified in the Agreement; if a number of hours is not specified, training will be available at prevailing labor rates. Personnel training may include training of operators, administrators, or other personnel designated by Customer. Training subjects shall be dictated by Work specifications but may include password configuration, door identification, timers, alarms and reports. Additional training, programming or related consulting services provided by Security 101 at Customer's request shall be provided at an above contract cost.

11. Drawings:

- (i) To the extent required by the design and specifications of the Work, Security 101 shall provide reasonable descriptions of the functional operation of the system(s) being provided by the Work.
- (ii) Security 101 may provide, at Customer's request and at an above contract cost, detail drawings utilizing industry standard electronic floor plans.

12. Ownership. Prior to completion of the Work, any drawings, specifications and equipment lists developed in connection with the design for the Work shall remain the property of Security 101 whether the Work for which they were made is executed or not. Drawings, specifications and equipment lists shall be returned to Security 101 on demand at any time prior to substantial completion of the Work. Prior to substantial completion of the Work, any drawings, specifications and equipment lists: (a) shall be considered confidential information and trade secrets of Security 101 unless they constitute information which is exempted or excluded by law from confidential and trade secret status; (b) shall not be used by Customer on other projects or extensions of a project included within the Work, or to obtain other bids, except by agreement in writing and with appropriate compensation to Security 101; and (c) are not to be reproduced in whole or in part without prior written consent of Security 101. Upon substantial completion of the Work and final payment in full by Customer, ownership of drawings, specifications and equipment lists shall become Customer's.

13. Software License(s). Software required to operate systems are governed by the License Agreement provided by the system manufacturer(s).

Video System Terms & Conditions

14. A dedicated circuit is recommended for the CCTV system, but not included.

15. Current and future lighting requirements are the responsibility of others.

16. Appropriate furniture or shelving for CCTV recording equipment is not included, unless specifically identified in the scope of work and/or the equipment list.

Additional Terms & Conditions

Installation

17. All required installation documents are included.

18. Installation of all required equipment and materials with on-site supervision of project is included.
19. Labor quoted assumes normal eight (8) hour working days, excluding weekends, holidays and overtime.
20. Idle time incurred by Security 101 employees and their subcontractors due to escorts, clearances, inability to enter workspace, and other factors beyond our control, will be invoiced at our current labor rates.
21. This proposal includes travel to and from the site to perform our stated scope of work. Additional or duplicate site visits required due to factors beyond our control, will be invoiced at our current labor rates.
22. Client to coordinate with local Security 101 staff to provide safe and timely right-of-passage in the work area during cable run and system installation.
23. Client to provide and coordinate 110 VAC electrical service where needed.
24. All LAN/WAN connections, addressing and network functionality are the responsibility of the Client.
25. Any telephone lines or LAN/WAN connections must be installed and operational prior to Security 101 commencing work. The local Security 101 representative will verify the availability and functionality of all connections prior to starting work.

Changes in Scope of Work

26. Any changes in the understood scope of work will be communicated and approved in writing (by an authorized Client representative), prior to commencing work.

Permits/Bonding/Sealed Engineered Drawings

27. Permits, bonds, and other requirements by any government agency are not included.

Miscellaneous

28. The bold headings and numbered paragraphs are for convenience only, have no legal significance, and shall not be deemed to alter or effect any provision of this Agreement.
29. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.
30. Neither party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are proximately caused by causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, or party to substantially meet its performance obligations under this Agreement, provided that, as a condition to the claim of nonliability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.
31. In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this agreement, but this agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.



Acceptance

Proposal #144578.2 Exterior Camera Upgrade with P&P Bond

For the amount of **\$30,795.82** (tax included)

This proposal dated Wednesday, March 24, 2021 is valid until Monday, May 24, 2021

The person or persons below represent that they are authorized to sign and execute this binding agreement. This acceptance indicates understanding of the complete proposal, including clarifications, design, programming, drawings, ownership and software licenses and the Warranty Service Plan, if included as a part of this proposal. This system proposal is intended to provide the customer partial protection of the designated premises. Its design should be understood to represent a compromise between the costs, understood scope of work and customer feedback. Accordingly, such a system may not provide ample protection from all possible threats, and Security 101 shall not be responsible in such an event.

Payment Terms

Net 30

Under no circumstances may the customer make payments directly to any subcontractor, material supplier, laborer or any other person performing work or furnishing material under the Agreement without the prior written consent of Security 101.

Security 101 may assign this Agreement to any other person, firm or corporation without notice to or approval by the customer and may subcontract any activities which may be performed under this Agreement, either voluntarily or by operation of law, without the consent of the customer.

Licenses

FL — Electrical: EG13000425 | FL — Other: TNTSI Inc, dba Security 101 | GA — Low Voltage: LVU406348 | SC — Alarm: BAC13611

City of Port Orange Police Department

Security 101 - Jacksonville

Authorized Customer Signature (date)

Authorized Security 101 Signature (date)

Printed Name

Printed Name

Title

Title

Purchase Order Number



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 4/20/2021

Consent item: Yes

SUBJECT: (B8d) Award of RFP 20-06 to Playcore Wisconsin dba GameTime for Airport Park Playground Replacement

DEPARTMENT: Parks & Recreation

GOAL:

RECOMMENDED MOTION: Move to approve contract with Playcore Wisconsin dba GameTime and authorize the Mayor and City Clerk to execute the associated documents.

SUMMARY: On December 23, 2021, Purchasing received six proposals for RFP #20-06 - Airport Road Park Playground Replacement.

After review of the proposals submitted, on March 12, 2021, City Staff has made its recommendation to award to Playcore Wisconsin dba GameTime of Longwood, FL, who has been deemed responsive and responsible, at the price of \$398,691.46 for their Option A Proposal.

This project is partially funded with ECHO Grant funding, as authorized in June 2020 through Resolution 20-26.

Project No.: XLG201 Funding Account No.: Capital 317 & Grant Fund 199

Presenter: Peter Ferreira

ATTACHMENTS:

1.	Playcore Wisconsin dba GameTime RFP 20-06 Standard Contract for Services	Playcore Wisconsin dba GameTime RFP 20-06 Standard Contract for Services.pdf
2.	Bid Request Form	Bid Request Form.pdf
3.	RFP 20-06 Airport Park Playground Replacement Addendum 2 FINAL 12.10.20	RFP 20-06 Airport Park Playground Replacement Addendum 2 FINAL 12.10.20.pdf
4.	Site boundary	Site boundary.png
5.	RFP 20-06 AIRPORT PARK PLAYGROUND REPLACEMENT Shortlisted Firms Evaluation FINAL	RFP 20-06 AIRPORT PARK PLAYGROUND REPLACEMENT Shortlisted Firms Evaluation FINAL

	1.29.21	1.29.21.xlsx
6.	Addendum 1 RFP 20-06 Airport Park Playground Replacement 12.7.20	Addendum 1 RFP 20-06 Airport Park Playground Replacement 12.7.20.pdf
7.	RFP 20-06 NOTICE of INTENT to AWARD 3.15.21	RFP 20-06 NOTICE of INTENT to AWARD 3.15.21.pdf
8.	RFP 20-06 AIRPORT PARK PLAYGROUND REPLACEMENT	RFP 20-06 AIRPORT PARK PLAYGROUND REPLACEMENT.PDF
9.	Reso 20-26 Budget Resolution for ECHO Grant 20-09	Reso 20-26 Budget Resolution for ECHO Grant 20-09.pdf

Peter Ferreira	Created/Initiated - 3/15/2021
Sandy Woodman	Approved - 3/15/2021
Lupe Reyna-Coffin	Approved - 3/15/2021
Scott Neils	Approved - 3/16/2021
Michael Hall	Approved - 3/16/2021
Matthew Jones	Approved - 3/26/2021
Jamie Miller	Approved - 3/29/2021
Robin Fenwick	Final Approval - 3/29/2021



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 2021, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **PLAYCORE WISCONSIN, INC. d/b/a GAMETIME**, a Wisconsin corporation whose principal address is 544 Chesnut Street, Chattanooga, Tennessee 37402 ("Contractor"). The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

(a) The Contractor hereby agrees to utilize Option "A" of Contractor's Proposal, to design and build a themed outdoor playground with surfacing at Airport Road Park, which shall be International Playground Equipment Manufacturers Association ("IPEMA") certified, with the design fitting into the existing footprint, and as more specifically described in Request for Proposal 20-06 ("RFP 20-06"). This Contract together with RFP 20-06, Addendum No. 1, Addendum No. 2, and Contractor's proposal, all of which may be referred to as the "Contract" and all of which are made a part hereof by reference shall constitute the formal written Contract between the City and Contractor. For convenience, Section 3, Scope of Services, Addendum No. 1, and Addendum No. 2, of RFP 20-06 and the Bid Tabulation as submitted by Contractor in Contractor's Proposal are attached hereto as Exhibit "1." A complete copy of RFP 20-06 is available in the Office of the City Clerk. Contractor represents that they are familiar with the documents that make up the Contract, as referenced hereinabove.

(b) The time, manner and place for performance of such services shall be:

Term: The term of this Contract shall commence on the date this Contract is signed by the Parties. The work shall be substantially completed within one hundred ten (110) days from the issuance of a Notice to Proceed, and an additional ten (10) days for final completion (the "Term").

Manner and Place: The work shall be in accordance with and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances.

Time and Essence: Contractor acknowledges that time is of the essence for this Contract.

Authorization for Services: This Contract standing alone does not authorize the purchase of any goods or services or require the City to place any orders for goods or service. Authorization for the purchase of goods or services from Contractor under this Contract shall be upon issuance of a Notice to Proceed and a written Purchase Order issued and executed by the City Manager. The City reserves the right to contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

2. City Obligations. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "1" attached hereto, subject to a limit not to exceed Three Hundred Ninety-Eight Thousand

Six Hundred Ninety-One and 46/100 Dollars (\$398,691.46). All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. Contract Documents. The following forms, attached as Exhibit "2," are an integral part of this Contract and must be completed, signed, witnessed and notarized as indicated and returned with the signed Contract:

- (a) Front Page for Bond (F.S. § 255.05)
- (b) Combination Payment and Performance Bond (F.S. § 255.05)

4. Contract Administration. The Parks and Recreation Director, Susan Lovallo, shall perform contract administration of this Contract. The City may change the contract administrator, from time to time and at any time, upon written notice to Contractor. For notice provisions, see the paragraph below entitled "Notice."

5. Liens. Contractor acknowledges that Contractor shall not be entitled to lien the City or other public property.

6. Termination for Convenience of the City

(a) The parties agree that the City may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or part, whenever the City Manager of Port Orange shall determine that such termination is in the best interest of the City.

(b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the City Manager or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Contractor shall:

- (i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
- (ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;
- (iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;
- (iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and
- (v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of termination, unless one or more extensions of three (3) months each are granted by the Finance Director.

(e) The Finance Director, with the approval of the City Manager, shall pay from the using department's budget, reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or work completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the supplies not delivered or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

(f) In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Finance Director shall pay the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

- (i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
 - (1) the cost of work performed or supplies delivered;
 - (2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;
 - (3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.
- (ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 23 of this contract concerning disputes.

7. Termination for Convenience for Subcontractors. In accordance with the termination for the convenience of the City provision of this contract, the Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the City whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

8. Termination for Default. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein. In the event of default by the contractor, the City reserves the right to procure the item(s) bid from other sources and holds the bidder responsible for excess costs incurred as a result. City Council may elect to refrain from doing business with the bidder as stipulated in City Code 2-276 Suspension and Disbarment.

9. Examination of Records

(a) The Contractor agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy any pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

(b) The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

10. Public Records Compliance. Contractor shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:

(a) Keep and maintain public records required by the City to perform the service.

(b) Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the City.

(d) Upon completion of the Contract, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt from public records disclosure requirements. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

If Contractor does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Contractor may be subject to penalties under Section 119.0701, Florida Statutes.

CONTRACTOR QUESTIONS RELATING TO CONTRACTOR'S DUTIES TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT MUST BE FORWARDED TO THE OFFICE OF THE CITY CLERK, CITY HALL, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129; TELEPHONE: (386) 506-5563; E-MAIL: CITYCLERK@PORT-ORANGE.ORG.

11. Termination for Non-Appropriation of Funds

(a) If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination.

(b) The City agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this contract was entered into. This provision shall survive any termination of the Contract.

12. Insurance. Contractor shall maintain insurance, as required herein, during the life of this Contract. Contractor shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Contractor shall be primary and non-contributory. All insurance coverages of the Contractor shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Contractor's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured for workers' compensation. The City shall not accept Workers' Compensation Exemptions. Contractor may use leased employees if the Contractor ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Contractor using a leased employee shall complete the City's Leased Employee Affidavit Exhibit Form. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A-" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Contractor shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing

the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

Contractor shall require and ensure each of its subcontractors to maintain, until the completion of the subcontractor's work, insurance of the types and to the limits set forth herein. All insurance coverages shall be primary and non-contributory. All insurance coverages of the subcontractors shall not seek contribution from any other insurance or self-insurance available to the City. The Contractor is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Contractor to ensure the subcontractors maintain the required coverage, shall not relieve the Contractor of any contractual responsibility, obligation or liability.

The City reserves the right to increase insurance coverage as determined for higher risk contracts.

The acceptance by the City of any Certificate of Insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with this Contract and does not waive the insurance required by this Contract.

Should at any time the Contractor or subcontractors not maintain the insurance coverages required herein, the City may terminate the Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract.

Standard Insurance Requirements				
	Insurance	Standards		Additional Requirements
☒	<u>Workers' Compensation</u> The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. The City will not accept elective exemptions. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit (Exhibit A).	<u>Contract Amount</u> Up to \$10 million \$10 - \$20 million Contracts over \$20 million To Be Determined by the City.	<u>Limits</u> Statutory/\$500,000 Statutory/\$1,000,000	☐ If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐ If vessels involved, Jones Act coverage with limits of \$500,000 required.

☒	Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$1,000,000 occurrence \$1,000,000 aggregate	☐ When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
☒	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	<u>Limits:</u> Auto Liability Body Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate	
Additional Insurance Requirements			
☒	Property Insurance Builders Risk. <u>Additional Coverage:</u>	<u>Limits:</u> Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☐	Professional Liability	<u>Limits:</u> Coverage - \$1,000,000	
☐	Installation Floater (IT)	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>	
☐	Contractor Pollution Liability	<u>Limits:</u> Coverage - \$1,000,000	
☐	Errors and Omissions	<u>Limits:</u> Coverage - \$1,000,000	
☐	Umbrella Policy	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>	
☒	Payment and Performance Bond Required	<u>Limits:</u> Coverage - Equal to amount of Contract.	
☐	City Manager waives Payment and Performance Bond for work under \$25,000.00.		
☐	Unless otherwise required by law, City Manager waives Insurance for FOB goods under \$25,000.00.		

13. A Contract for the purchase of supplies shall be governed by the City of Port Orange Code of Ordinances, as amended, and such supplies shall be deemed "goods," as defined therein.

14. Assignability of Contract. Neither this contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written approval of the City Council.

15. Modifications or Changes to this Contract

(a) Change Orders. The Department Head, with the concurrence of the City's signatory as required by the City's Purchasing Policy, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

(b) If any change under this clause causes an increase or decrease in Contractor's cost of, or time required for the performance of the work hereunder, Contractor shall receive an equitable adjustment in accordance with subparagraph (d), which shall include all compensation to the Contractor, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change.

(c) Contractor need not perform any work described in any change order unless it has received a certification from the City that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

(d) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

16. **Sovereign Immunity.** The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

17. **Warranties.** Contractor warrants that (1) the supplies to be provided to the City pursuant to this Contract are fit and sufficient for the purpose intended; (2) the supplies are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship, and (3) the supplies sold to the City pursuant to this Contract conform to the standards required by this Contract.

Contractor further warrants that Contractor has title to the supplies provided, and that the supplies are free and clear of all liens encumbrances, and security interests. All warranties made in this Contract, together with service warranties and guarantees, shall run to the City and its successors and assigns.

18. **Additional Warranties.** Contractor further expressly warrants that materials and workmanship are warranted from defect for a one-year period. This is a minimum acceptable warranty.

19. **Additional Bond Security.** If any surety bond furnished in connection with this Contract becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Contract. Contractor expressly acknowledges that if the work to be performed hereunder is a public work, a Payment and Performance Bond, in accordance with Florida Statutes Section 255.05, in a form acceptable to the City, shall be provided and recorded with the Clerk of Volusia County at Contractors expense.

20. **Inspection**

(a) All supplies (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, and their products) shall be subject to inspection and test by the City, to the extent practicable at all times and places including the place of manufacturer, and in any event prior to acceptance.

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the

delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

(c) The inspection and test by the City of any supplies or lots thereof does not relieve Contractor from any responsibility regarding defects or other failures to meet the Contract requirements, which may be discovered prior to acceptance. Except as otherwise provided in this Contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

21. Liability for Loss or Damage.

(a) Contractor shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Contractor, his/its agents, servants and employees and shall indemnify and save the City harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or death of any person or damage to property other than City property, resulting from the performance of the Contract by Contractor, his/its agents, servants and employees. Contractor shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

(b) To the fullest extent permitted by law, in addition to the express duty to indemnify City when there is any causal connection between Contractor's work and any injury, loss, damage, death or property damage, Contractor expressly undertakes a duty to defend City as a separate duty, independent of and broader than the duty to indemnify. The duty to defend agreed to by Contractor hereby expressly include all costs of litigation, attorney's fees, settlement costs and reasonable expenses in connection with the litigation, whether or not the claims made for loss, injury, damage or property damage are valid or groundless and regardless of whether the defense of City is maintained by the City or assumed by Contractor as long as the claims made could be causally connected to Contractor as reasonable determined by City.

22. Non-discrimination. During the performance of this Contract, Contractor agrees as follows:

(a) Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, marital status, age or national origin, except where such is a bona-fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Contractor agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Contractor shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

23. Disputes. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Agreement. The decision by the City Manager shall be final and binding unless, within five (5) business days from the date of delivery of the decision of the City Manager,

appeal is made to the City Council in writing and delivered to the City Clerk, Robin L. Fenwick, MMC. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence.

24. Force Majeure. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

25. Controlling Law. **THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.**

26. Additional Provisions. This Contract includes all additional provisions as may have been outlined in written quotes and purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work. In the event of a conflict between any attachments or exhibits to this Contract, and this Contract, the language of this Contract shall control.

27. Integration. This Contract and the documents incorporated herein by reference shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

28. Notice. For purposes of this agreement, notices shall be sent as follows:

City:	City of Port Orange Attention: City Manager 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5501
Copy to:	City of Port Orange Attention: Susan Lovallo, Parks and Recreation Director 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5860
Contractor:	Playcore Wisconsin, Inc. d/b/a GameTime Attention: Posacki Roger, President 544 Chesnut Street Chattanooga, Tennessee 37402 (800) 432-0162 - Telephone (407) 331-4720 - Facsimile robd@gametime.com

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

29. Contract Construction

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Agreement.

30. Authority to Sign. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

[Remainder of this page intentionally left blank]

Witnesses:

PLAYCORE WISCONSIN, INC. d/b/a GAMETIME

Printed Name: _____

By: _____

Posacki Roger, President

If this Contract is signed by an individual not identified as the President of the corporation in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the corporation.

Printed Name: _____

Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2021, by Posacki, as President of Playcore Wisconsin, Inc. d/b/a GameTime, a Wisconsin corporation. He/She is ____ personally known or ____ produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Donald O. Burnette, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2021, by Donald O. Burnette, as Mayor, of the City of Port Orange, a Florida municipal corporation, on behalf of the city. He is ____ personally known or ____ produced _____ as identification.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST:

Printed Name: _____

By: _____
Robin L. Fenwick, MMC, City Clerk

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2021, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city. She is ____ personally known or ____ produced _____ as identification.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

EXHIBIT “1”

Contractor's Quote , Section 3, Addendum No. 1, and Addendum No. 2 of ITB 21-07

Consisting of 35 Pages

GameTime Proposal
For

Airport Park
City of Port Orange, Florida

Option A





Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.

Playpalette: Atlantic

Airport Park Playground

Port Orange, FL



Playpalette: Atlantic

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.



www.gametime.com

Airport Park Playground

Port Orange, FL



www.playdrp.com



Playpalette: Atlantic

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.



www.gametime.com

Airport Park Playground

Port Orange, FL

Page 135 of



www.playdrp.com



Playpalette: Atlantic

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.



www.gametime.com

Airport Park Playground

Port Orange, FL

Page 136 of



www.playdrp.com



Playpalette: Atlantic

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Airport Park Playground

Port Orange, FL



www.gametime.com



www.playdrp.com



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Playpalette: Atlantic

Airport Park Playground

Port Orange, FL



Playpalette: Atlantic

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www.gametime.com

Airport Park Playground

Port Orange, FL

Page 139 of



www.playdrp.com



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Airport Park Playground

Port Orange, FL



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www.gametime.com

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www.playdrp.com



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www.playdrp.com



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www.gametime.com

Airport Park Playground

Port Orange, FL

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www.playdrp.com



Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.

Airport Park Playground

Port Orange, FL



www.gametime.com



www.playdrp.com

Total Play Events : 64
Child Capacity : 260-280

Slides : 8
Climbers : 18
Play Panels / Events : 7
Balacing Events : 9
Spinners : 2
See-Saws : 1
Swings : 10
Large Climbers : 2
Track Rides : 2 (1 ADA)

Play Types -

Auditory
Balancing
Brachiating
Chinning
Climbing
Gathering/Social
Imaginative
Manipulative
Rocking
Sliding
Spinning
Swinging
Vista/Views

ADAAG Compliant
IPEMA Certified
ASTM & CPSC Compliant
FBC2017 Compliant



To verify product certification, visit www.ipema.org.

The space requirements shown in this publication are shown to ASTM Standards. Requirements for other standards may be different.



150 PlayCore Drive SE
Fort Payne, AL 35967
www.gametime.com

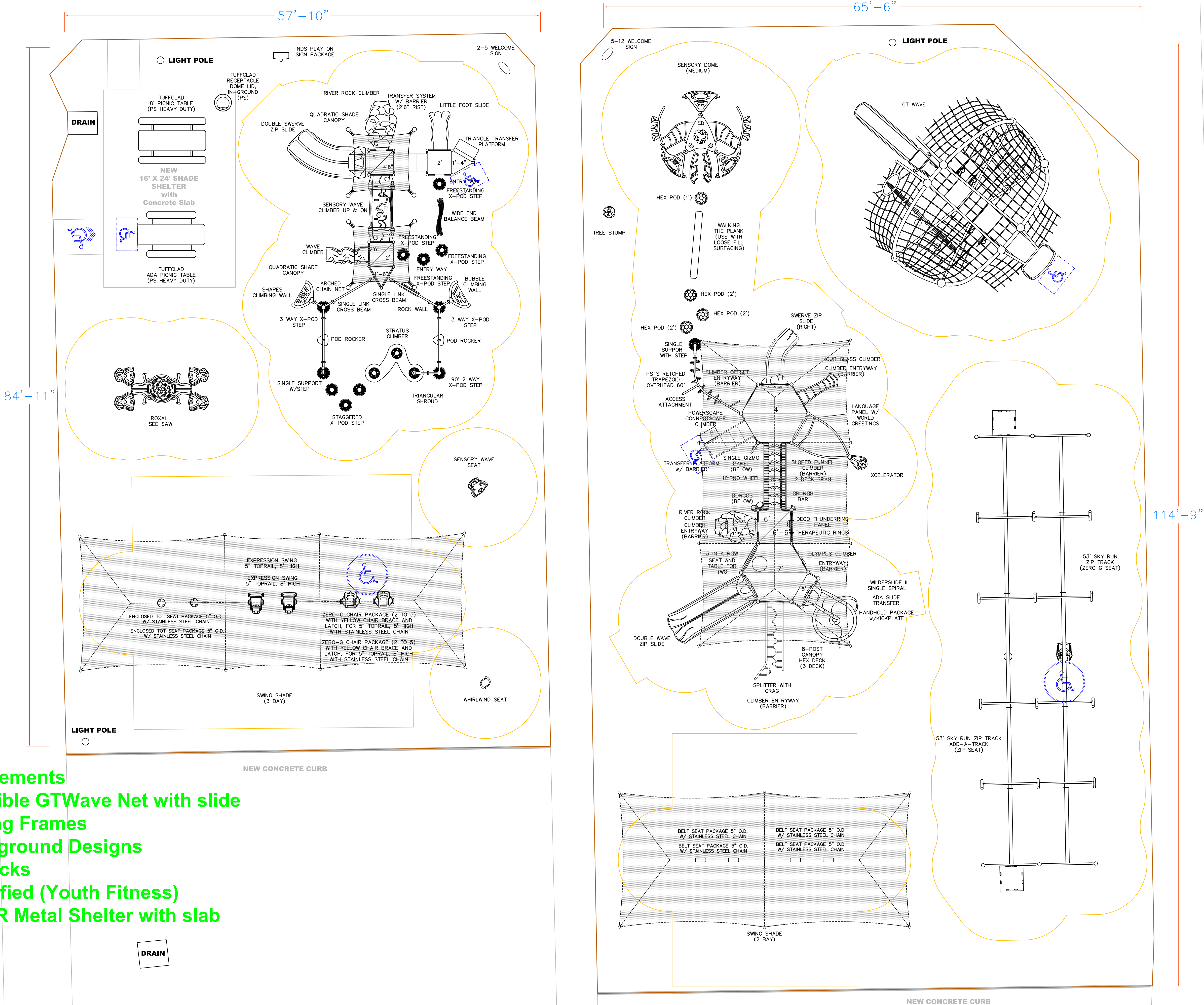
Airport Park Playground Replacement
- Option A -
City of Port Orange, FL
Representative
Dominica Recreation Products

This play equipment is recommended for children ages 2-5 & 5-12

Minimum Area Required:
Scale: NTS
This drawing can be scaled only when in an 36" x 48" format

IMPORTANT: Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614

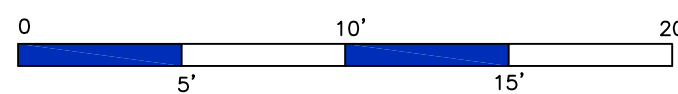
Drawn By:
Rob
Date:
12-14-20
Drawing Name:
Airport A



- Key Design Elements
- ADA Accessible GTWave Net with slide
 - Shaded Swing Frames
 - Shaded Playground Designs
 - Long Zip Tracks
 - PlayON Certified (Youth Fitness)
 - New LARGER Metal Shelter with slab

Flush With Sidewalk Installation
- Area to be dug out by installer
- spoils dumped or removed

12,800 sq. ft. GTImpax Engineered Wood Fiber
- 12" Compacted Depth
- ASTM & ADA Compliant



Total Play Events : 64
Child Capacity : 260-280

- Slides : 8
Climbers : 18
Play Panels / Events : 7
Balacing Events : 9
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Swings : 10
Large Climbers : 2
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Play Types -

- Auditory
Balancing
Brachiating
Chinning
Climbing
Gathering/Social
Imaginative
Manipulative
Rocking
Sliding
Spinning
Swinging
Vista/Views

ADAAG Compliant
IPEMA Certified
ASTM & CPSC Compliant
FBC2017 Compliant



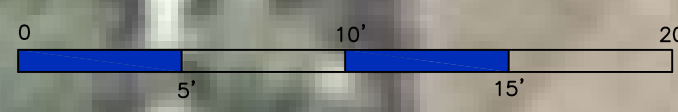
To verify product certification, visit www.ipema.org.
The space requirements shown in this publication are shown to ASTM Standards. Requirements for other standards may be different.

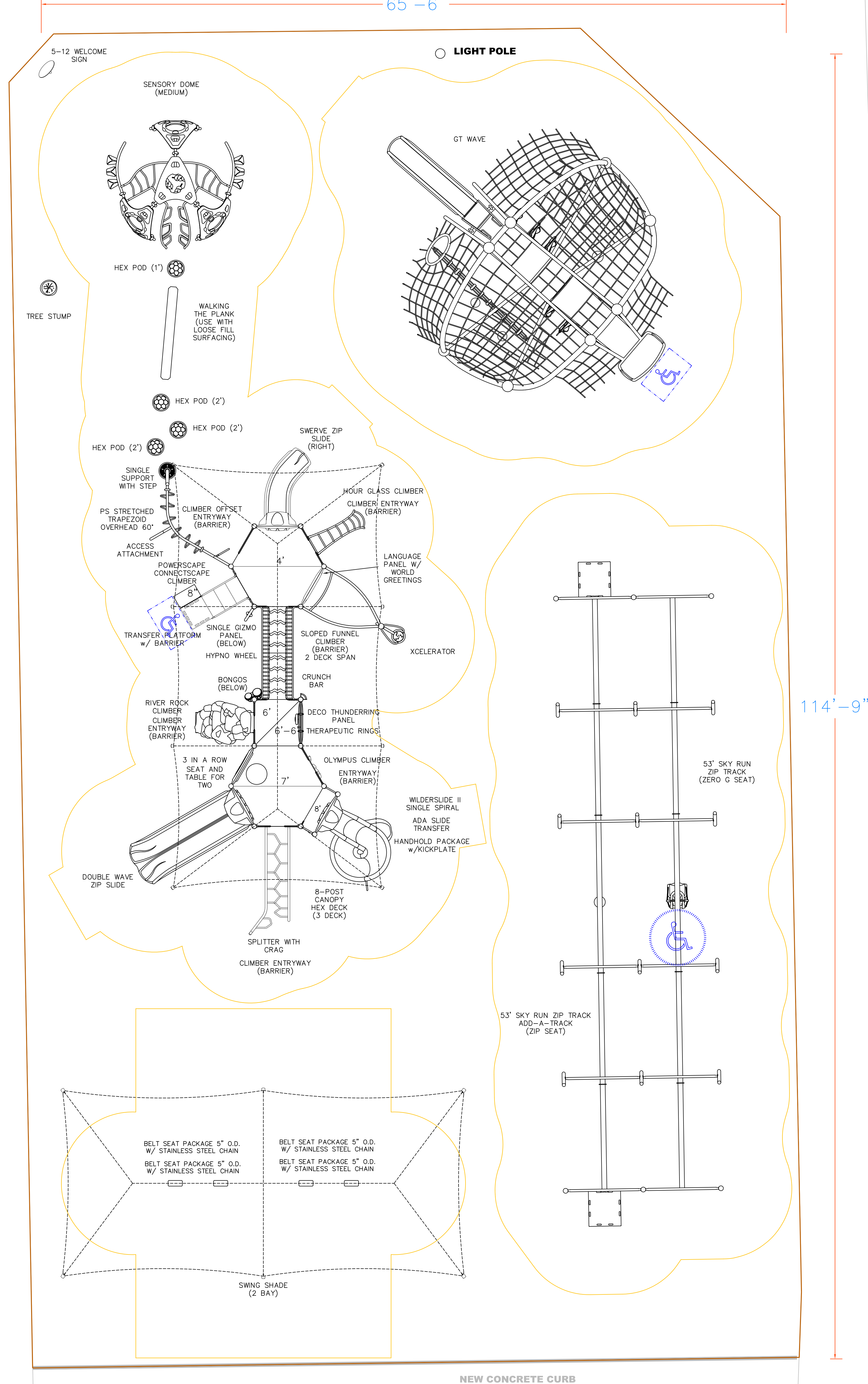
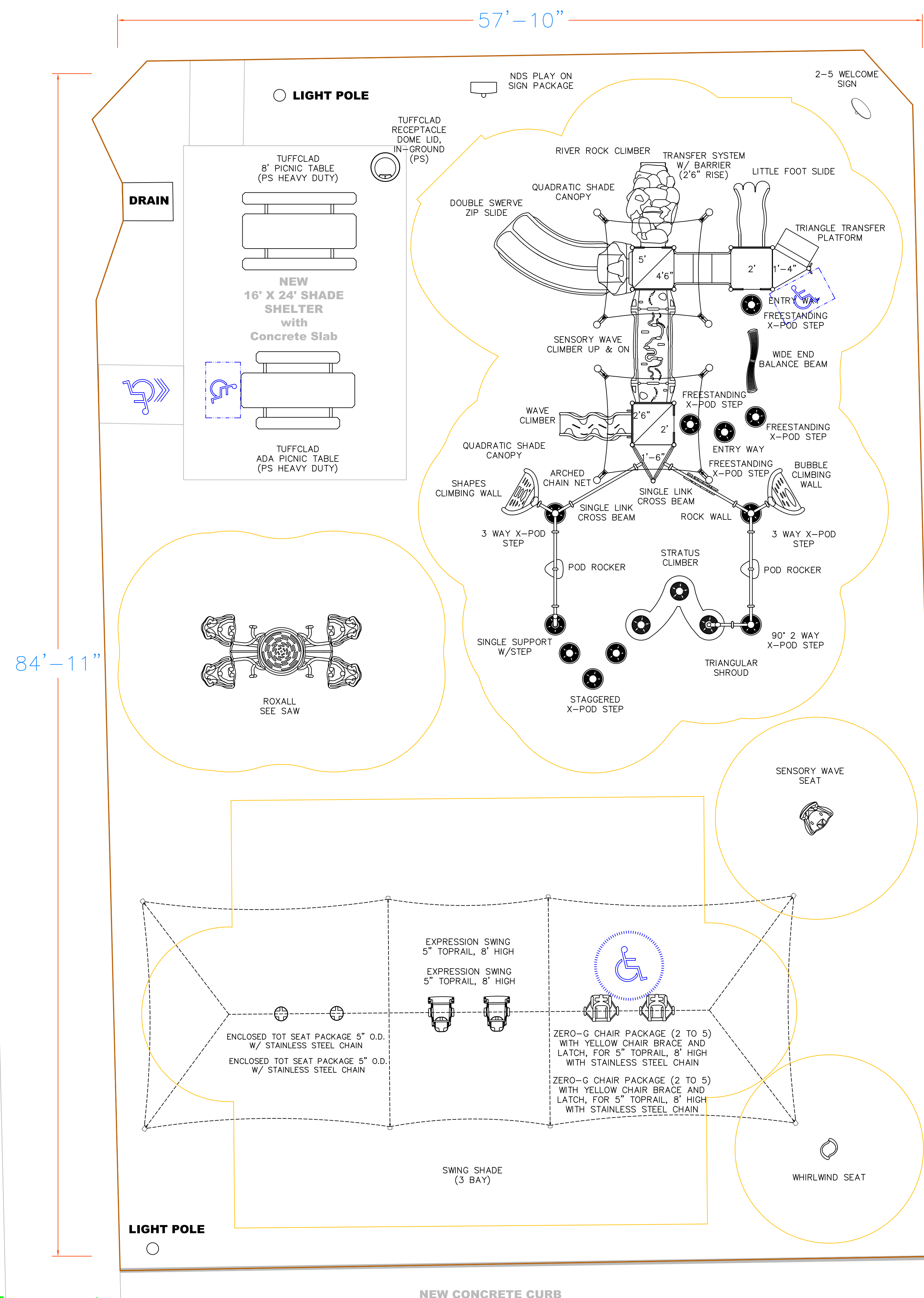
- Key Design Elements
- ADA Accessible GTWave Net with slide
 - Shaded Swing Frames
 - Shaded Playground Designs
 - Long Zip Tracks
 - PlayON Certified (Youth Fitness)
 - New LARGER Metal Shelter with slab



Flush With Sidewalk Installation
— Area to be dug out by installer
— spoils dumped or removed

12,800 sq. ft. GTImpax Engineered Wood Fiber
— 12" Compacted Depth
— ASTM & ADA Compliant





Key Design Elements

- ADA Accessible GTWave Net with slide
- Shaded Swing Frames
- Shaded Playground Designs
- Long Zip Tracks
- PlayON Certified (Youth Fitness)
- New LARGER Metal Shelter with slab

DRAIN

Flush With Sidewalk Installation

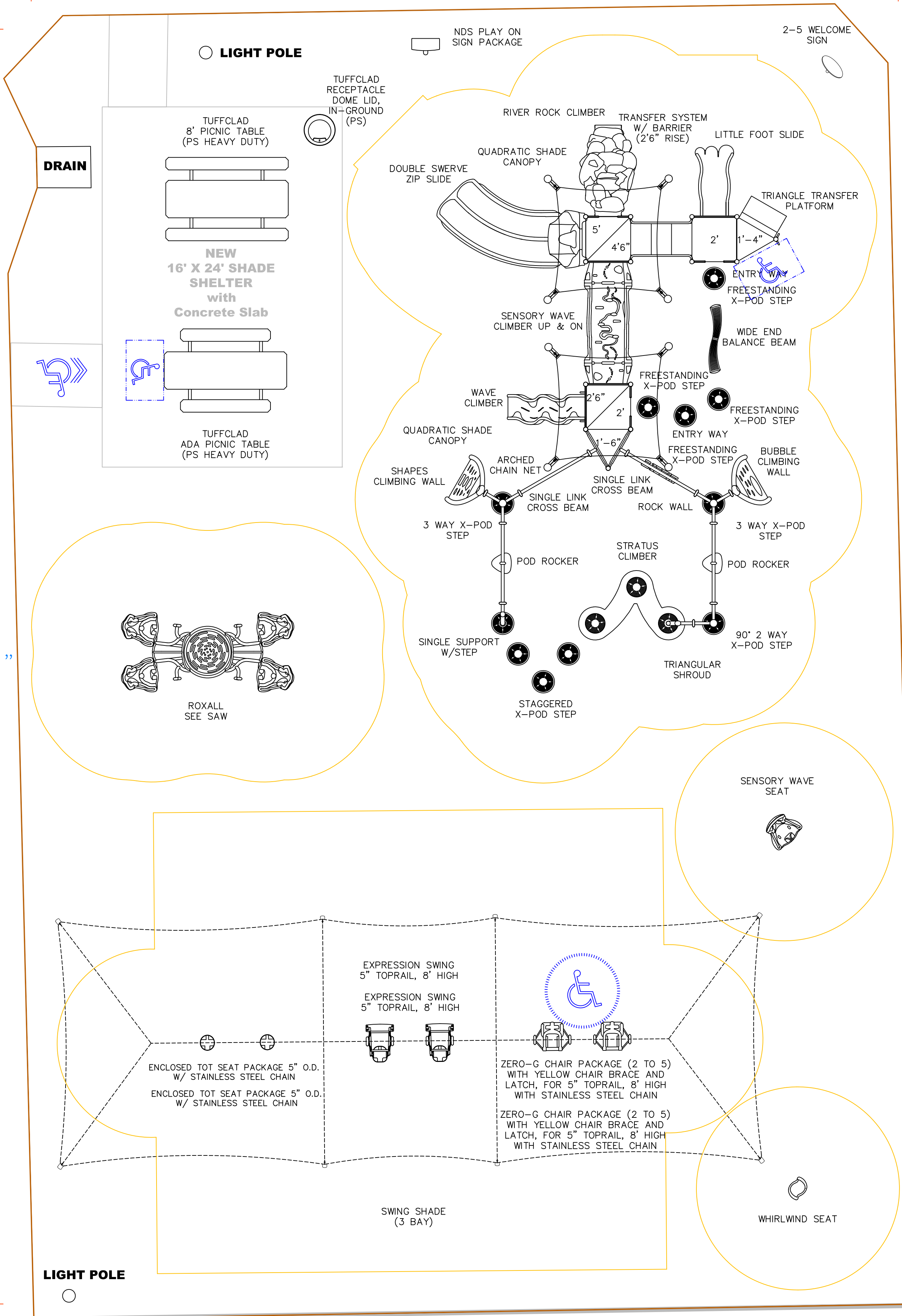
- Area to be dug out by installer
- spoils dumped or removed

12,800 sq. ft. GTImpax Engineered Wood Fiber

- 12" Compacted Depth
- ASTM & ADA Compliant

57'-10"

84'-11"



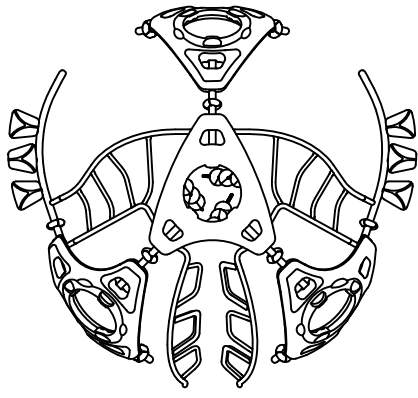
elements
ible GTWave Net with slide

NEW CONCRETE CURB

5-12 WELCOME SIGN

LIGHT POLE

SENSORY DOME (MEDIUM)



HEX POD (1')



WALKING THE PLANK (USE WITH LOOSE FILL SURFACING)

HEX POD (2')



HEX POD (2')

HEX POD (2')

SINGLE SUPPORT WITH STEP

PS STRETCHED TRAPEZOID OVERHEAD 60"

ACCESS ATTACHMENT

POWERSCAPE CONNECTSCAPE CLIMBER

TRANSFER PLATFORM w/ BARRIER

SINGLE GIZMO PANEL (BELOW)

HYPNO WHEEL

BONGOS (BELOW)

RIVER ROCK CLIMBER CLIMBER ENTRYWAY (BARRIER)

3 IN A ROW SEAT AND TABLE FOR TWO

DOUBLE WAVE ZIP SLIDE

SPLITTER WITH CRAG

CLIMBER ENTRYWAY (BARRIER)

SWERVE ZIP SLIDE (RIGHT)

HOURLASS CLIMBER CLIMBER ENTRYWAY (BARRIER)

LANGUAGE PANEL W/ WORLD GREETINGS

SLOPED FUNNEL CLIMBER (BARRIER) 2 DECK SPAN

CRUNCH BAR

DECO THUNDERING PANEL

THERAPEUTIC RINGS

OLYMPUS CLIMBER ENTRYWAY (BARRIER)

WILDERSLIDE II SINGLE SPIRAL

ADA SLIDE TRANSFER

HANDHOLD PACKAGE w/ KICKPLATE

8-POST CANOPY HEX DECK (3 DECK)

XCELERATOR

53' SKY RUN ZIP TRACK (ZERO G SEAT)

53' SKY RUN ZIP TRACK ADD-A-TRACK (ZIP SEAT)

53' SKY RUN ZIP TRACK

53' SKY RUN ZIP TRACK

53' SKY RUN ZIP TRACK

53' SKY RUN ZIP TRACK

53' SKY RUN ZIP TRACK

53' SKY RUN ZIP TRACK

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53' SKY RUN ZIP TRACK

53' SKY RUN ZIP TRACK

53' SKY RUN ZIP TRACK

53' SKY RUN ZIP TRACK

53' SKY RUN ZIP TRACK

BELT SEAT PACKAGE 5" O.D. W/ STAINLESS STEEL CHAIN

BELT SEAT PACKAGE 5" O.D. W/ STAINLESS STEEL CHAIN

BELT SEAT PACKAGE 5" O.D. W/ STAINLESS STEEL CHAIN

BELT SEAT PACKAGE 5" O.D. W/ STAINLESS STEEL CHAIN

SWING SHADE (2 BAY)

114'-9"



GameTime
 c/o Dominica Recreation Products, Inc.
 P.O. Box 520700
 Longwood, FL 32752-0700
 800-432-0162 * 407-331-0101
 Fax: 407-331-4720
www.playdrp.com

12/16/2020
 Quote #101994-01-01

Airport Park Playground Replacement - Option A

City of Port Orange
 Attn: Susan Lovallo
 1000 City Center Circle
 Port Orange, FL 32129-9619
 Phone: 386-506-5851
slovallo@port-orange.org

Ship to Zip 32129

Qty	Part #	Description	List \$	% Disc.	Selling \$	Ext. Selling \$
~~~~~Sitework and Removal~~~~~						
1	INSTALL	5-Star Plus - Removal and Disposal of Existing Equipment			\$15,000.00	\$15,000.00
12800	Digout	5-Star Plus - Digout/Sitework of area (per sq. ft.)- <i>Spoils to be left on site</i>	\$1.32	9.85	\$1.19	\$15,232.00
12800	Spoils	5-Star Plus - Removal/Disposal from Site the Spoils from Digout	\$0.85	9.41	\$0.77	\$9,856.00
130	Curb	GT-Impax - Concrete Curb (In. ft.)- <i>4" Wide - Not Reinforced</i>			\$31.50	\$4,095.00
~~~~~Shelter~~~~~						
1	HP1624S-ML	UltraShelter - 16x24 Rectangle Hip Shelters - Metal	\$14,620.00	3.00	\$14,181.40	\$14,181.40
1	INSTALL	UltraShelter - Installation of Shelter with Concrete Slab			\$14,000.00	\$14,000.00
1	28015	GT-Site - 8' P/S Hd Picnic Table	\$1,862.00	3.00	\$1,806.14	\$1,806.14
1	28024	GT-Site - Receptacle W/Dome Top Inground	\$1,213.00	3.00	\$1,176.61	\$1,176.61
1	28016	GT-Site - 8' P/S Ada Hd Picnic Table	\$1,605.00	3.00	\$1,556.85	\$1,556.85
~~~~~Playground Equipment & Surfacing~~~~~						
1	178749	GameTime - Owner's Kit			\$60.00	\$60.00
1	RDU	GameTime - All Playground Equipment Shown on Topview (both Areas)	\$199,969.00	36.93	\$126,115.25	\$126,115.25
		(13) 26094 -- Triangular Shroud				
		(1) 6143 -- Whirlwind Seat Straight (F/S)				
		(1) 8662 -- Walking The Plank				
		(2) SS8914 -- Enclosed Tot 5'8' High W/Clevis				
		(4) SS8918 -- Belt Seat 5' /8' High W/Clevis				
		(3) 32023 -- Hex Pod Step (2')				
		(1) 6256 -- Sensory Dome - Medium				
		(1) 80657 -- Access Attachment 5'				
		(2) SS1752 -- 5" Zero-G Chair (2-5)-Stainless				
		(2) 5145 -- Expression Swing 5" X 8'				
		(1) 90511 -- 7'/7'-6" Double Wave Zip Slide				
		(1) 90227 -- Lang Panel World Greeting,Above Dk				
		(1) 90834 -- 3-in-a-Row Game Gadget (crw thru)Ab Dk				
		(1) 3205 -- Spinning Sensory Wave Seat				
		(1) 6245 -- RoxAll See Saw				
		(2) 19787 -- Quadratic Shade Canopy				





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12/16/2020  
 Quote #101994-01-01

## Airport Park Playground Replacement - Option A

Qty	Part #	Description	List \$	% Disc.	Selling \$	Ext. Selling \$
		(4) 36082 -- Free Standing X-Pod Step				
		(1) 12502 -- Lil Foot Slide Attachment				
		(1) 18200 -- 36" Sq Punched Deck P/T 1.3125				
		(1) 19006 -- Transfer System W/Barrier (2'-6" Rise)				
		(1) 36018 -- Wide End Balance Beam				
		(1) 36001 -- Shapes Climbing Wall				
		(1) 36000 -- Bubble Climbing Wall				
		(1) 36020 -- Single Upright Support W/Step				
		(1) 36076 -- Stratus Climber				
		(1) 36022 -- 90 Deg 2 Way X-Pod Step				
		(2) 36015 -- Pod Rocker				
		(1) 36017 -- X-Pod Step (Semi-Circle; Staggered)				
		(2) 36023 -- 3 Way X-Pod Step				
		(1) 36014 -- Arched Chain Net Link				
		(1) 36013 -- Rock Wall Link				
		(2) 36031 -- Single Link Cross Beam Primetime 36				
		(2) 19001 -- Entry Way				
		(1) 18337 -- 36" Tri Transfer Platform				
		(1) 19057 -- Wave (Standard)				
		(1) 18201 -- 36" Tri Punched Deck P/T				
		(2) 19102 -- Stepped Deck (6" Rise)				
		(1) 19718 -- PT S Wave Up & On LNK (4'-4'6")				
		(1) 19287 -- River Rock Climber				
		(1) 19790 -- Dbl Swerve Zip 4'-6"/5'				
		(1) 32022 -- Hex Pod Step (1')				
		(3) 91209 -- Climber Entryway - Barrier				
		(1) 90598 -- Hour Glass Climber				
		(1) 91334 -- Climber Offset Entryway (Barrier)				
		(1) 26142 -- Single With Step				
		(1) 27076 -- Stretched Trapezoid Overhd-60 Deg				
		(1) 26165 -- 4'-0" Connectscape Climber				
		(1) 90654 -- 3'-6"/4'-0" Zip Swerve Slide Right				
		(1) 90030 -- 4' Transfer Platform W/Barrier				
		(1) 91544 -- 8-Post Canopy Hex Deck (3)				
		(1) 81699 -- Bongos				
		(1) 4847 -- Hypno Wheel Ass'Y				



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12/16/2020  
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## Airport Park Playground Replacement - Option A

Qty	Part #	Description	List \$	% Disc.	Selling \$	Ext. Selling \$
		(1) 80931 -- Single Gizmo Panel				
		(1) 81670 -- Crunch Bar				
		(1) 81688 -- Therapeutic Rings Attch				
		(1) 81665 -- Seat And Table For Two				
		(1) 90840 -- Xcelerator				
		(1) 90226 -- Decorative Panel Thundering,Above Dk				
		(1) 90369 -- River Rock Climber				
		(1) 90869 -- Splitte 7'				
		(1) 91139 -- Entryway - Barrier				
		(1) 91501 -- Olympus Climber 7' thru 8' attach				
		(1) 90842 -- Single Spiral				
		(1) 80687 -- Handhold/Kick Plate Pkg				
		(1) 16465 -- Slide Transfer (Ada)				
		(2) 90004 -- Two Piece Hex Deck				
		(1) 90790 -- Sloped Funnel Climber Barrier (Dbl)				
		(1) 80078 -- 6"Stepped Platform				
		(1) 91498 -- 53' Sky Run Zip Track w/Zip Seat AAT				
		(1) 91495 -- 53' Sky Run Zip Track w/Zero G Seat				
		(2) 90271 -- 13' Upright, Alum				
		(2) 90270 -- 12' Upright, Alum				
		(2) G90262 -- 4' Upright, Galv				
		(1) G90272 -- 14' Upright, Galv				
		(1) G90269 -- 11' Upright, Galv				
		(8) G90273 -- 15' Upright, Galv				
		(3) 12023 -- 3 1/2" Uppt Ass'Y Alum 8'				
		(3) 12024 -- 3 1/2" Uppt Ass'Y Alum 9'				
		(3) G12068 -- 3 1/2"Uppt Ass'Y Galv 13'				
		(4) G12027 -- 3 1/2" Uppt Ass'Y Galv 12'				
		(1) G12026 -- 3 1/2" Uppt Ass'Y Galv 11'				
1	5916SP	PlayWorx GT - The GameTime Wave	\$59,999.00	12.00	\$52,799.12	\$52,799.12
1	5193	GT-Shade - Triple Bay Swing Shade	\$11,789.00	3.00	\$11,435.33	\$11,435.33
1	5192	GT-Shade - Double Bay Swing Shade	\$8,896.00	3.00	\$8,629.12	\$8,629.12
1	INSTALL	5-Star Plus - Five Star Plus Playground Installation Services- Performed by a Certified Installer, includes meeting and unloading delivery truck, signed completion forms, site walkthrough, 90 day site revisit by installation foreman, and 3-Year Labor Warranty!			\$72,000.00	\$72,000.00
		~~~~~Surfacing~~~~~				




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Quote #101994-01-01

Airport Park Playground Replacement - Option A

Qty	Part #	Description	List \$	% Disc.	Selling \$	Ext. Selling \$
12800	EWf-12	GT-Impax - Engineered Wood Fiber - 12" Compacted Depth-per sq. ft. - ADA Compliant - IPEMA Certified - ASTM F1292 & F1951 Compliant	\$1.98	35.35	\$1.28	\$16,384.00
1	INSTALL	5-Star Plus - Spreading of Wood Fiber- <i>Wood Fiber will be delivered by large truck and dumped in staging area. Installer will use bob-cat or similar to move wood fiber into site, one load at time. Installer not responsible for sod or sidewalks from staging area to job site.</i>			\$5,500.00	\$5,500.00
~~~~~Additional Requirements~~~~~						
1	Sealed	5-Star Plus - Signed/Sealed FBC 2017 6th Ed Building Code Drawings- <i>For all equipment and shelter</i>			\$3,000.00	\$3,000.00
1	Permits	5-Star Plus - Building Permits- <i>Estimated Costs of Permits plus Time. If actual permit fees are significantly higher or lower, final invoice will be adjusted accordingly. Includes two visits to the permit office, if additional time spent acquiring permits, final invoice to be adjusted. Site Plans are to be provided by the owner for the permit application.</i>			\$3,000.00	\$3,000.00
1	Bonding	Misc - Performance and Payment Bond			\$6,500.00	\$6,500.00
					<b>Sub Total</b>	\$476,228.00
					<b>Discount</b>	(\$93,901.18)
					<b>Freight</b>	\$16,364.64
					<b>Total</b>	<b>\$398,691.46</b>

This quote was prepared by Rob Dominica, President.  
For questions or to order please call - 800-432-0162 ext. 113 [robd@gametime.com](mailto:robd@gametime.com)

**Permits are not included in cost, unless specifically listed in pricing.** If permits are required Signed/Sealed drawings are usually needed and are also not included unless specifically listed in pricing. Any costs for municipal permits, paid by installer, will be charged back to the owner. Adding permits to any job will increase the length of completion, expect total time to be about **120 days**, after receipt of Site Plan from owner/customer (this is not due to manufacturing but rather the permit process at the municipality level). It is expected that the **owner will provide approved site plans** of the area for the permit office, and will help and assist in the securing of all required approvals before assembly of equipment can begin. Installer cannot provide site plans. The permit process can not begin until the site plans are available. If additional permitting requirements are needed during the process, those will be added and billed accordingly, i.e. soil density test, formed footers, etc.

### Payment Terms: Governmental Purchase Order.

**Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to GameTime.**

Net 30 days subject to approval by GameTime Credit Manager. A completed Credit Application and Bank Reference Authorization, must be received with the order. The decision on credit is the sole discretion of GameTime/PlayCore. A 1.5% per month finance charge will be imposed on all past due accounts.

**Multiple Invoices:** Invoices will be generated upon services rendered. When equipment ships it will be invoiced separately from installation and/or other services. Terms are Net 30 for each individual invoice.

This Quotation is subject to policies in the current GameTime Park and Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment.

Pricing: Firm for 60 days from date of quotation.

Shipment: F.O.B. factory, order shall ship within 45 days after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of payment.

Taxes: State and local taxes will be added at time of invoicing, if not already included, unless a tax exempt certificate is provided at the time of order entry.

Exclusions: Unless specifically discussed, this quotation excludes all sitework and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; security of equipment (on site and at night); equipment assembly and installation; safety surfacing; borders; drainage; signed/sealed drawings; or permits.



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12/16/2020  
Quote #101994-01-01

## Airport Park Playground Replacement - Option A

Installation Terms: Shall be by a Certified Installer. The installer is an independent installer and not part of PlayCore, GameTime, nor Dominica Recreation Products. If playground equipment, installer will be NPSI and Factory Trained and Certified. Unless otherwise noted, installation is based on a standard installation consistent with GameTime installation sheets and in suitable soil with a sub-base that will allow proper playground installation. Drainage is not part of our scope of work unless otherwise noted. Customer shall be responsible for scheduling and coordination with the installer. Site should be level and allow for unrestricted access of trucks and machinery. Customer shall also provide a staging and construction area. Installer not responsible for sod replacement or damage to access path and staging area. Customer shall be responsible for unknown conditions such as buried utilities, tree stumps, rock, or any concealed materials or conditions that may result in additional labor or material costs. Customer will be billed hourly or per job directly by the installer for any additional costs that were not previously included.

### Acceptance of quotation:

Accepted By (printed): See Page 12 of Standard Contract

P.O. No: _____

Signature: _____

Date: _____

Title: _____

Phone: _____

E-Mail: _____

Purchase Amount: **\$398,691.46**



## **SECTION 3 – SPECIFICATIONS/REQUIREMENTS**

### **DESIGN-BUILD OF AIRPORT ROAD PLAYGROUND**

#### **1. PROJECT DESCRIPTION:**

The work of this project consists of furnishing all demolition and disposal of the old equipment including grading of the site, survey, design, permitting (City Building, City Site and any applicable outside agencies), outside agency application and inspection fees (any City fees will be handled by the contractor), labor, materials, equipment, tools, apparatus transportation, services, incidentals and to perform all work necessary to construct.

All above referenced work shall be complete, in place, and ready for service in accordance with the drawings and specifications entitled.

The Port Orange Airport Road Park is located at 6751 Airport Road, Port Orange, FL. The City desires to have the design of the equipment and layout be consistent with a “theme.” The playground equipment shall meet all the functional requirements as noted elsewhere in the RFP as well as bring the latest in recreation design and philosophy to the layout.

The selected Design Build Team will be required to post a Performance and Payment Bond for the Construction.

The Scope of the Design is more fully defined below:

1. All equipment shall be IPEMA certified
2. The use of multiple levels
3. The target audience is focused upon children under twelve years of age as well as those with special needs but should be appropriate for all age groups.
4. Shade Structures
5. ADA Compliant ground surface
6. ECHO Project Funding is approved

Project Budget shall not exceed \$400,000 for the Base Bid.

#### **2. SELECTION PROCESS:**

Each member of the Selections Committee will review “Package #1” and evaluate the Design Build Teams based on the qualifications contained therein. The scores of the individual members of the committee will be averaged and the Design Build team will be given a resultant score.

The selection criteria points below are only a guideline for the relative value and importance of the criteria within the evaluation process.

The evaluation process will result in the selection of three to five short-listed firms. A formal ranking will not be provided with the short-listed firms. The short-listed firms will present their design concept to the Selection Committee for final ranking and recommendation to the City Council.

**3. EVALUATION CRITERIA:**

<u>Criteria</u>	<u>Total Value</u>
Contractor's Qualifications .....	15 points (15%)
Company's related experience	
Project manager's experience	
Designer's Qualifications .....	15 points (15%)
Company's related experience	
Project manager's experience	
Project Management Plan .....	10 points (10%)
Quality Control Plan .....	10 points (10%)
Project Schedule .....	10 points (10%)
Design Concept .....	40 points(40%)
Meeting program requirements	
Choice and Quality of materials used "Theme" Design	
<b>Total .....</b>	<b>100 points (100%)</b>

**[End of Scope of Work - Remainder of this page left intentionally blank]**





## CITY OF PORT ORANGE

PURCHASING DIVISION  
1000 CITY CENTER CIRCLE  
PORT ORANGE, FLORIDA 32129  
TELEPHONE 386-506-5740  
[purchdiv@port-orange.org](mailto:purchdiv@port-orange.org)

### **ADDENDUM NO. # 1**

**December 7, 2020**

### **RFP #20-06 Airport Park Playground Replacement**

#### **To All Bidders:**

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated November 19, 2020 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

#### **A. CLARIFICATIONS:**

1. On Page 36 of the RFP under the section **DESIGNER'S (AND PROJECT MANAGER'S) QUALIFICATIONS AND EXPERIENCE**, the following text is not pertinent to the services being solicited. ***"Provide a summary of qualification and experience of providing installation, configuration, maintenance of facility security, access control, and surveillance cameras."*** This paragraph is now deleted in its entirety.

#### **B. CHANGES TO SPECIFICATIONS:**

N/A

#### **C. QUESTIONS AND ANSWERS:**

**Question 1:** There are 3 separate play areas: 2-5 structure, 5-12 structure and a swings area. Is the City committed to this layout?

**Answer:** No, site design is up to the contractor.

**Question 2:** May the proposer suggest a new layout for the future playground?

**Answer:** Yes.

**Question 3:** Is a fitness equipment area apart of the RFP?

**Answer:** The Fitness Equipment area is not a part of the RFP. That equipment stays.

**Question 4:** Can an extension for completion be granted for a Proposer if they cannot meet the project timeline of 120 days?

**Answer:** Completion Time is to be included in the Proposals. Per page 35 of the RFP, the Final Completion will be One Hundred and Twenty (120) days MAXIMUM from the date of the Notice to Proceed. If your firm feels they cannot meet this completion time, please state it as an exception with a completion time you find suitable.

**Question 5:** Is the City committed to using all of the existing space in the new footprint or can the space be redistributed with the new playground footprint?

**Answer:** The space can be redistributed.

**Question 6:** Based on the attached Google Earth image, which playground and swing structures are to be removed?

**Answer:** All of them, the fitness equipment outside the boundary stays.

**Question 7:** Does the City prefer/require two separate playground structures for ages 2-5 and 5-12?

**Answer:** We are open to either option.

**Question 8:** Based on the attached image of the playground area, where is the new equipment to be installed?

**Answer:** Anywhere inside the boundary shown. The design layout is up to contractor.

**Question 9:** The RFP requires ADA safety surfacing. Does the City have a preference between engineered wood fiber (EWF), poured-in-place, turf, etc.?

**Answer:** Any of those are fine.

**Question 10:** Can you provide more details regarding the type of themes that are preferred by the City for the area?

**Answer:** We are open to and looking for the contractor to provide themes. This will be up to the contractor to present.

**Question 11:** Do you have a site plan that you can provide for the playground(s) area?

**Answer:** Staff will look to find the map from the original construction. If it is available, we will provide.

**Question 12:** Do you have any desired surfacing intentions?

**Answer:** We want it to be ADA accessible, and it will be up to the contractor.

**Question 13:** Are you specifying loose-fill or unitary?

**Answer:** No, as long as it is ADA compliant.

**Question 14:** Are you looking for ramps in the Playground design?

**Answer:** The inclusion of ramps will be up to the contractor.

**Question 15:** Any height restrictions for the playground?

**Answer:** To our knowledge, there will be no height restrictions. However, please be sympathetic to the surrounding homes.



**Question 16:** Do you have a preference on Shades? Free standing or integrated?

**Answer:** Mostly up to the contractor's discretion. We are asking for a covered pavilion; design discretion is with the contractor.

**Question 17:** Do you want to leave the existing shelter there in place?

**Answer:** No, it needs to be demolished and removed. Everything in the footprint needs to be removed.

**Question 18:** Are you open to the existing sidewalks in the structure being removed?

**Answer:** Yes, we're open to anything inside the footprint being changed as long as it stays ADA compliant.

**Question 19:** Are there any drainage issues in the parcel where the playground is located? The parcel site is low.

**Answer:** No, we have not had any drainage issues in this park. It stays quite dry.

**Question 20:** Will the fitness equipment be staying?

**Answer:** Yes.

**Question 21:** What age range are you expecting that will be using this park?

**Answer:** Being as this is a well-used park; We need this park to be for all ages, but we do need amenities there for the smaller children.

**Question 22:** Do you want a pavilion for this design-build?

**Answer:** Yes, we would like at least one pavilion to replace what we currently have—it gets a lot of use.

**Question 23:** Who is to remove the current pavilion?

**Answer:** The contractor is to be responsible for its removal.

**Question 24:** Are there allowed to be multiple design options in a submitted proposal?

**Answer:** Yes.

**Question 25:** Are we to replace the existing site amenities under the pavilion with new set amenities?

**Answer:** Yes, ADA compliant.

**Question 26:** Does the City have an approved trash can that needs to be used? Can we suggest an alternative for use?

**Answer:** No, we do not have a City approved trash can, so we are open to suggestions from the contractor.

**Question 27:** Does the center sidewalk need to stay, or can it be removed?

**Answer:** Up to contractor's discretion. However, the outer sidewalk needs to remain in place.

**Question 28:** Has unitary surface been used anywhere else in the City?

**Answer:** Yes, we have it in our All Children's playground at All Children's Park.

**Question 29:** Are the surveying and utility locates provided?

**Answer:** We will have to call for locates, but the original site plan can be provided upon request.

**Question 30:** Are the boundaries for the playground where the grass begins and ends?

**Answer:** The boundaries is the perimeter sidewalk.

**Question 31:** Is there access to electric and water onsite?

**Answer:** Yes.

**Question 32:** Do we need to provide fencing around the perimeter once the construction begins?

**Answer:** Yes, this is recommended due to the high volume of kids in the area.

**Question 33:** Will orange fencing be adequate during construction?

**Answer:** Yes.

**Question 34:** For bring in equipment for construction, is there a preference on where to enter?

**Answer:** Yes, we will want you to enter through the park and not the neighborhood. Also, please try to use the same path of entry each time.

**Question 35:** Will we be able to get heavy equipment through if needed?

**Answer:** Yes, we can remove a parking bumper, signs if needed to accommodate.

**Question 36:** Where will the City want the staging area to be for this project?

**Answer:** We will coordinate with the awarded contractor on the staging area prior to the start of construction.

**Question 37:** Will we need to replace site amenities around the basketball court, so it matches with the new playground?

**Answer:** No, that is not a part of this project.

**Question 38:** Will we be responsible for replacing the sod should it be damaged during construction?

**Answer:** Yes, it is Bahia, so it would need to be replaced by filling ruts, ensuring it is level, and reseeding upon vacating the site. We usually ask before construction begins that the contractor provides a video of the site so that we know the condition of the site before and after construction.

**Question 39:** Are there any other themed playgrounds in the City?

**Answer:** Yes, our All Children's Park Playground is a Pirate Theme with ships, etc.



**Question 40:** Can the City elaborate on the level of theming they envision?

**Answer:** The level of theming is entirely up to the contractor. All we ask is that it be attractive and exciting for children.

**Question 41:** To be mindful in our design in, will there be any further additions to the park that we should be aware of?

**Answer:** The only future addition would be a new community center meaning the adjacent basketball court could be removed, but the playground will not change.

**Question 42:** Does the City have a preference on colors for the Playground?

**Answer:** No, this up to the Contractor's discretion.

Michael Hall

Buyer

[mhall@port-orange.org](mailto:mhall@port-orange.org)

**In all other respects, except as specifically stated herein, the subject RFP #20-06 Airport Park Playground Replacement remains unchanged.**

**END OF ADDENDUM NO. #1**



## CITY OF PORT ORANGE

PURCHASING DIVISION  
1000 CITY CENTER CIRCLE  
PORT ORANGE, FLORIDA 32129  
TELEPHONE 386-506-5740  
[purchdiv@port-orange.org](mailto:purchdiv@port-orange.org)

### **ADDENDUM NO. # 2**

**December 17, 2020**

### **RFP #20-06 Airport Park Playground Replacement**

#### **To All Bidders:**

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated November 19, 2020 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

#### **A. CLARIFICATIONS:**

1. On Page 36 of the RFP under the section **DESIGNER'S (AND PROJECT MANAGER'S) QUALIFICATIONS AND EXPERIENCE**, the following text is not pertinent to the services being solicited. *"Provide a summary of qualification and experience of providing installation, configuration, maintenance of facility security, access control, and surveillance cameras."* This paragraph is now deleted in its entirety.

#### **B. CHANGES TO SPECIFICATIONS:**

N/A

#### **C. QUESTIONS AND ANSWERS:**

**Question 1:** There are 3 separate play areas: 2-5 structure, 5-12 structure and a swings area. Is the City committed to this layout?

**Answer:** No, site design is up to the contractor.

**Question 2:** May the proposer suggest a new layout for the future playground?

**Answer:** Yes.

**Question 3:** Is a fitness equipment area apart of the RFP?

**Answer:** The Fitness Equipment area is not a part of the RFP. That equipment stays.

**Question 4:** Can an extension for completion be granted for a Proposer if they cannot meet the project timeline of 120 days?

**Answer:** Completion Time is to be included in the Proposals. Per page 35 of the RFP, the Final Completion will be One Hundred and Twenty (120) days MAXIMUM from the date of the Notice to Proceed. If your firm feels they cannot meet this completion time, please state it as an exception with a completion time you find suitable.



**Question 5:** Is the City committed to using all of the existing space in the new footprint or can the space be redistributed with the new playground footprint?

**Answer:** The space can be redistributed.

**Question 6:** Based on the attached Google Earth image, which playground and swing structures are to be removed?

**Answer:** All of them, the fitness equipment outside the boundary stays.

**Question 7:** Does the City prefer/require two separate playground structures for ages 2-5 and 5-12?

**Answer:** We are open to either option.

**Question 8:** Based on the attached image of the playground area, where is the new equipment to be installed?

**Answer:** Anywhere inside the boundary shown. The design layout is up to contractor.

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Michael Hall

Buyer

[mhall@port-orange.org](mailto:mhall@port-orange.org)

**In all other respects, except as specifically stated herein, the subject RFP #20-06 Airport Park Playground Replacement remains unchanged.**

**END OF ADDENDUM NO. #2**



## **EXHIBIT "2"**

### **Payment and Performance Bond**

**Consisting of 4 Pages**

FRONT PAGE FOR BOND REQUIRED BY SECTION 255.05, F.S.

## PAYMENT AND PERFORMANCE BOND

(Public Works)

Notice and Time Limitations Must Be In Accordance  
With Section 255.05(2), (8) and (10), Florida Statutes

**BOND NO.** _____

---

**PRINCIPAL:**

Developer or Contractor: Playcore Wisconsin, Inc. d/b/a GameTime  
Principal Business Address: 544 Chesnut Street  
Chattanooga, Tennessee 37402  
Contact Person: Posacki Roger  
Phone Number: (800) 432-0162

---

**SURETY:**

Address: _____  
_____  
_____  
Contact Person: _____  
Phone Number: _____

---

**OWNER:**

City of Port Orange, Florida, a chartered municipal corporation  
1000 City Center Circle  
Port Orange, Florida 32129-4144  
Contact Person: City Manager  
Phone Number: (386) 506-5501

---

**Amount: \$398,691.46      City Project Number: ITB 20-06 Design Build Airport Playground**

**Description of Work:** Design Build Airport Playground

**Project Location:** 6751 Airport Road, Port Orange, Florida 32128

**Legal Description:** Portions of Parcel ID#: 633100000025  
**See Exhibit "A"**

Front Page

All other pages are subsequent to this page regardless of any numbers that may be printed thereon.



**City of Port Orange Air Port Playground  
6751 Airport Road, Port Orange, FL 32128**

**Parcel ID:**  
633100000025

**Legal Description:**  
A portion of the Parcel ID listed above.

**EXHIBIT "A"**

Playcore Wisconsin, Inc. d/b/a GameTime

## ITB 20-06 Design Build Airport Playground

Bond No. _____

### COMBINATION PAYMENT AND PERFORMANCE BOND FOR PUBLIC CONSTRUCTION

*per Section 255.05, Florida Statutes*  
Guaranty for Construction of Public Improvements

BY THIS BOND, We, **Playcore Wisconsin, Inc. d/b/a GameTime**, as Principal, and _____, a corporation, as Surety, are bound to **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of **THREE HUNDRED NINETY-EIGHT THOUSAND SIX HUNDRED NINETY-ONE AND 46/100 DOLLARS (\$398,691.46)**, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain Standard Contract for Services, having an effective date of _____, entered into by and between the Principal and the City, for Design Build Airport Playground, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and
3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

#### Notice of Nonpayment and Time Limitations

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.05(2), (8) and (10), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.



IN WITNESS WHEREOF, this performance and payment bond is executed and shall be deemed an original, this _____, day of _____, 2021.

Attest:

**PLAYCORE WISCONSIN, INC. d/b/a GAMETIME**  
(Principal)

_____  
(As to Corporate Principal) Secretary

By: _____  
Posacki Roger, President

_____  
(Witness to Principal)

(Corporate Seal)

_____  
(Surety)

_____  
(Witness to Surety)

By: _____  
Name: _____  
(Attorney-in-Fact)

(Corporate Seal)

**NOTE:** Date of BOND must not be prior to date of Contract. If Developer/Principal is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.

**IMPORTANT:** Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.



# BID REQUEST FORM (ITB, RFP, RFSQ, ITN)

# _____

(# will be assigned by Purchasing Division)

Assigned Purchasing Lead: _____

## Section 1: ITB/RFP/RFSQ/ITN Name, Scope, Type

Project name:	Airport Park Playground Replacement
General scope of project:	Looking for IPEMA certified companies to design and build a new theme playground at Airport Park
Type of project:	<input type="checkbox"/> Bid <input checked="" type="checkbox"/> RFP <input type="checkbox"/> RFSQ Design/Professional Services (engineering, architect, surveying, landscape) <input type="checkbox"/> ITN
	<input checked="" type="checkbox"/> Capital <input type="checkbox"/> Non-Capital

## Section 2: ITB/RFP/RFSQ/ITN Information

Requested by:	Susan Lovallo	
Department:	Parks & Recreation	
Special Legal Ad:	<input checked="" type="checkbox"/> Y or <input type="checkbox"/> N *Per 180.24FS, see below <i>Section 12: Solicitation FAQ</i>	
Estimated amount:	\$400,000	
Bid Bond:	<input checked="" type="checkbox"/> Y or <input type="checkbox"/> N	
Grant funded:	<input checked="" type="checkbox"/> Y or <input type="checkbox"/> N (If yes, list date & requirements)	Deadline Date:
	Type / Special Requirements:	
Fund Account:		
Project#:	XLG- 201	
City Project Manager:	Susan Lovallo	
Contract Administrator:	Susan Lovallo	
Project Inspector:		
Blueprint provided by:	n/a	
Engineer of Record:	n/a	

## Section 3: List of Evaluation Committee Members RFP/RFSQ/ITN (Minimum 3)

Committee Member 1:	Susan Lovallo
Committee Member 2:	Amanda Lasecki
Committee Member 3:	Kevin Sweat
Committee Member 4:	Parks Board Member TBD
Committee Member 5:	Council Member TBD



#### Section 4: Suggested ITB/RFP/RFSQ/ITN Dates

All dates are subject to scheduling and availability

Release date priority:	<input type="checkbox"/> High <input checked="" type="checkbox"/> Medium <input type="checkbox"/> Low	Suggested Date: 07/13/2020
Pre-Bid date:	07/27/2020	Site Visit: <input checked="" type="checkbox"/> Y or <input type="checkbox"/> N Mandatory: <input checked="" type="checkbox"/> Y or <input type="checkbox"/> N
Due date/opening:	08/18/2020	
Committee dates:		
Delivery/Completion:	December 31, 2020	
Award/DF to Council:	09/22/2020	Note: funding source must be listed on DF

#### Section 5: Responsible for Creating Details/Specifications/Scope of Work

☐ Project Manager ☐ Project Engineer/Architect ☒ Other design build ☐ Assistance from Purchasing*

* Purchasing distributes and advertises all Solicitations and reviews specifications. If the Project Manager, Engineer or Architect prepares the specifications, ensure Purchasing receives a **WORD** copy and approves the draft.

#### Section 6: Contract Type

**** Discuss with City Attorney prior to bidding the project to ensure the contract is in the bid document ****

Contract Type: ☐ Standard services (Supplies/Services) ☐ EJCDC (Engineers Joint Contract Document Committee) (Site/Structures & Design Build) ☐ AIA (American Institute of Architects) (Building construction)

Contract Term:	120 days		
Renewal Options:	none		
(Days) Substantial Completion	110	(Days) Final Completion	10 Days

P&P Bond: ☒ Y or ☐ N *Payment and Performance Bonds are required for construction projects on public property

* If the project engineer is responsible for contract administration and project inspection services, ensure the contract with the engineer provides for that service. If not, the Engineer's Contract needs to be approved by the City Manager.

#### Section 7: Suggested Bidder's List (include email address of potential bidder)

Bidder:	Rep Services Nathan Almon 165 Jessup Avenue Longwood FL 32750
Bidder:	Playmore Recreational Products 10271 Deer Run Farms Rd STE1 Fort Myers FL 33966
Bidder:	Kompan Stacy Mosely, 605 W Howard Ln Austin Texas 78753
Bidder:	Dominica Game Time po box 520700 Longwood FL 32752
Bidder:	
Bidder:	
Bidder:	

#### Section 8: Director/Department Head Approval

☒ Approved ☐ Rejected Date: 6/16/2020 X 

* Upon final approval in BoardSync, screenprint of Finance, Legal, and City Manager Approvals will be attached to this form.

### Section 9: Finance Review

☐ Approved    ☐ Rejected    Date: _____    X _____

Comments: _____

### Section 10: Legal Review

☐ Approved    ☐ Rejected    Date: _____    X _____

Comments: _____

### Section 11: City Manager Review

☐ Approved    ☐ Rejected    Date: _____    X _____



## Section 12: Solicitation FAQ

- **Who fills out the Bid Request Form?**

Sections 1-7 are to be completed by the Project Manager/Director. Director/Department Head signs section 8.

- **When to use this form**

When purchases exceed \$25,000 and does not fall under the exclusions listed in City Code Sec 2-267. Ex: (Sole source, piggyback, utilities, travel, postage, registration fees, etc.)

- **How do I submit this form?**

After Director/Department Head signs approval, initiate an agenda item on BoardSync under Bid Requests and upload this completed form. After uploading to BoardSync, forward the original signed form to the Purchasing Division.

- **How early should I plan for a Bid/RFP/RFSQ/ITN?**

Departments should allow for at least 90 days from *receipt of bid specifications* to *opening* (120 days for council award date). An additional 30-60 days should be allowed for RFPs, RFSQs, and ITNs.

- **Advertising:** Florida Statutes mandate that Capital Projects with a projected cost of under \$200,000 shall be publicly advertised for a minimum of ten (10) days; over \$200,000 Twenty-one (21) days and over \$500,000 a minimum of thirty (30) days prior to bids being opened.

Per 180.24FS, public utility projects require additional advertising: two (2) consecutive ads *or* postings in three (3) conspicuous places around city hall, one (1) of which shall be the door of city hall. 180.07FS Examples: solicitations for jails, airports, hospitals, golf courses, reservoirs, pump stations, pipelines, & water/reclaim/sewage systems.

- **Distribution/Release:** The City is currently using Demand Star [www.demandstar.com](http://www.demandstar.com) for releasing bid documents/addenda on the internet and the Daytona Beach News Journal to release the legal advertisement.
- **Specifications:** Document specifications should be sent to the Purchasing Agent and Purchasing Manager in one (1) MS WORD file format.
- **One envelope Bid process:** One envelope shall be submitted. The envelope contains required forms, technical and price information. The envelope from all timely bidders will be opened and read aloud the same day.
- **CCNA:** The City of Port Orange is also governed by Florida Statutes 287.055 the Consultants Competitive Negotiations Act, as the method of selecting architects, engineers, land surveyors and landscape architects.
- **Design-Build:** The City has written and enacted a set of Design-Build Policies and Procedures which sets forth very specific requirements the City must use for a design-build type of bid or contract. This was done to comply with Florida Statutes, Chapter 287.055 as amended; Consultants Competitive Negotiation Act. Public announcement/advertisement shall be made:  
If planning or study activity for professional services exceeds \$35K:  
If basic construction costs estimated by the agency exceeds \$325K:
- **Grants:** Grant Money Bids and Projects also have their own set of governing laws and regulations which require the City's compliance. The compliance with these laws is strictly the Project Manager's responsibility. The Project Manager must familiarize himself/herself with each and every grant to ensure that the City not only complies with those rules but fulfills every requirement that those grants contain so as not to forfeit the money that they bring.
- **Bid Bonds; Performance & Materials Bonds:** When Bid bond/deposits are required they are advertised in the public notices inviting bids. Normally, if a bid bond/deposit is required, it is in the amount of five percent (5%) of the bid amount. Payment and Performance Bonds are required for construction projects on public property in the amount equal to one hundred percent (100%) of the total contract amount. Payment and Performance Bonds must also be recorded in the Office of the Clerk of the Circuit Court, Volusia County, Florida. All bonds are advertised in the Invitation to Bid which appears in the newspaper.
- **Public Entity Crimes Form:** Every acquisition with Federal funds equal to or greater than \$10,000.00 and all formal solicitations must have a signed, notarized Public Entity Crimes Form.
- **Drug Free Tie Bid Form:** The Drug Free Tie Bid Preference Form is in accordance with Section 287.087, Florida Statutes and became law in January 1991. It takes precedence in tie bids.



## CITY OF PORT ORANGE

PURCHASING DIVISION  
1000 CITY CENTER CIRCLE  
PORT ORANGE, FLORIDA 32129  
TELEPHONE 386-506-5740  
[purchdiv@port-orange.org](mailto:purchdiv@port-orange.org)

### **ADDENDUM NO. # 2**

**December 17, 2020**

### **RFP #20-06 Airport Park Playground Replacement**

#### **To All Bidders:**

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated November 19, 2020 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

#### **A. CLARIFICATIONS:**

1. On Page 36 of the RFP under the section **DESIGNER'S (AND PROJECT MANAGER'S) QUALIFICATIONS AND EXPERIENCE**, the following text is not pertinent to the services being solicited. ***"Provide a summary of qualification and experience of providing installation, configuration, maintenance of facility security, access control, and surveillance cameras."*** This paragraph is now deleted in its entirety.

#### **B. CHANGES TO SPECIFICATIONS:**

N/A

#### **C. QUESTIONS AND ANSWERS:**

**Question 1:** There are 3 separate play areas: 2-5 structure, 5-12 structure and a swings area. Is the City committed to this layout?

**Answer:** No, site design is up to the contractor.

**Question 2:** May the proposer suggest a new layout for the future playground?

**Answer:** Yes.

**Question 3:** Is a fitness equipment area apart of the RFP?

**Answer:** The Fitness Equipment area is not a part of the RFP. That equipment stays.

**Question 4:** Can an extension for completion be granted for a Proposer if they cannot meet the project timeline of 120 days?

**Answer:** Completion Time is to be included in the Proposals. Per page 35 of the RFP, the Final Completion will be One Hundred and Twenty (120) days MAXIMUM from the date of the Notice to Proceed. If your firm feels they cannot meet this completion time, please state it as an exception with a completion time you find suitable.



**Question 5:** Is the City committed to using all of the existing space in the new footprint or can the space be redistributed with the new playground footprint?

**Answer:** The space can be redistributed.

**Question 6:** Based on the attached Google Earth image, which playground and swing structures are to be removed?

**Answer:** All of them, the fitness equipment outside the boundary stays.

**Question 7:** Does the City prefer/require two separate playground structures for ages 2-5 and 5-12?

**Answer:** We are open to either option.

**Question 8:** Based on the attached image of the playground area, where is the new equipment to be installed?

**Answer:** Anywhere inside the boundary shown. The design layout is up to contractor.

**Question 9:** The RFP requires ADA safety surfacing. Does the City have a preference between engineered wood fiber (EWF), poured-in-place, turf, etc.?

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Michael Hall

Buyer

[mhall@port-orange.org](mailto:mhall@port-orange.org)

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**END OF ADDENDUM NO. #2**





SECTION 7 – DETAIL AND OVERALL		Kompan, Inc. Land of Giants				Playcore Wisconsin DBA GameTime Option A				PlayPower LT Farmington			
			Amanda Laseck	Kevin Sweat	Peter Ferreira		Amanda Laseck	Kevin Sweat	Peter Ferreira		Amanda Laseck	Kevin Sweat	Peter Ferreira
		Total Average				Total Average				Total Average			
		89.00	88.00	89.00	90.00	91.33	89.00	95.00	90.00	86.67	92.00	80.00	88.00
A	TAB A – CONTRACTOR'S (AND PROJECT MANAGER'S) EXPERIENCE AND QUALIFICATIONS: (15 Evaluation Points)		14	13	15		14	14	15		15	14	15
B	TAB B – DESIGNER'S (AND PROJECT MANAGER'S) EXPERIENCE AND QUALIFICATIONS: (15 Evaluation Points)		15	15	15		14	14	15		15	13	15
C	TAB C – PROJECT MANAGEMENT PLAN: (10 Evaluation Points)		8	9	9		8	9	8		9	9	8
D	TAB D – QUALITY CONTROL PLAN: (10 Evaluation Points)		7	9	8		7	9	8		9	7	8
E	TAB E – PROJECT SCHEDULE: (10 Evaluation Points)		9	9	9		6	9	9		9	7	9
F	TAB F – DESIGN CONCEPT: (40 Evaluation Points)		35	34	34		40	40	35		35	30	33



SECTION 8 – EVALUATION OF STATEMENTS OF QUALIFICATIONS	Kompan, Inc. Land of Giants	Playcore Wisconsin DBA GameTime Option A	PlayPower LT Farmington	
A. CONTRACTOR'S (AND PROJECT MANAGER'S) EXPERIENCE AND QUALIFICATIONS:  (Maximum - 15 points)	Total Average 14.00	Total Average 14.33	Total Average 14.67	
B. DESIGNER'S (AND PROJECT MANAGER'S) EXPERIENCE AND QUALIFICATIONS:  (Maximum - 15 points)	Total Average 15.00	Total Average 14.33	Total Average 14.33	
C. PROJECT MANAGEMENT PLAN:  (Maximum - 10 points)	Total Average 8.67	Total Average 8.33	Total Average 8.67	
D. <input type="checkbox"/> QUALITY CONTROL PLAN:  (Maximum - 10 points)	Total Average 8.00	Total Average 8.00	Total Average 8.00	
E. <input type="checkbox"/> PROJECT SCHEDULE:  (Maximum - 10 points)	Total Average 9.00	Total Average 8.00	Total Average 8.33	
F. <input type="checkbox"/> DESIGN CONCEPT:  (Maximum - 40 points)	Total Average 34.33	Total Average 38.33	Total Average 32.67	
Total of A-E	89.00	91.33	86.67	
	YES	YES	YES	Form 9.1 – Submittal Checklist
	YES	YES	YES	Form 9.2 – Proposer’s Acknowledgement
	YES	YES	YES	Form 9.3 – Addendum and Change Order Procedure
	YES	YES	YES	Form 9.4 – Drug Free Preference Statement
	YES	YES	YES	Form 9.5 – Public Entity Crimes Statement
	YES	YES	YES	Form 9.6 – Affidavit of Anti-Collusion
	YES	YES	YES	Form 9.7 – Statement of Vendor's Qualifications
	YES	YES	YES	Form 9.8 – Professional References for Previous Experience
	YES	YES	YES	Form 9.9 – Local Business Affidavit of Eligibility
	YES	YES	YES	Copy of Florida General Contractor License
	YES	YES	YES	Copy of License (Contractor, Sunbiz, Etc.)
	YES	YES	YES	Submission of Original and One Identical Digital Copy

A. CONTRACTOR'S (AND PROJECT MANAGER'S) EXPERIENCE AND QUALIFICATIONS (Maximum - 15 points)		Kompan, Inc. Land of Giants				Playcore Wisconsin DBA GameTime Option A				PlayPower LT Farmington			
			Amanda Laseck	Kevin Sweat	Peter Ferreira		Amanda Laseck	Kevin Sweat	Peter Ferreira		Amanda Laseck	Kevin Sweat	Peter Ferreira
		Total Average				Total Average				Total Average			
		14.00	14.00	13.00	15.00	14.33	14.00	14.00	15.00	14.67	15.00	14.00	15.00
1	CONTRACTOR'S (AND PROJECT MANAGER'S) EXPERIENCE AND QUALIFICATIONS - 15 Points		14	13	15		14	14	15		15	14	15



B. DESIGNER'S (AND PROJECT MANAGER'S) EXPERIENCE AND QUALIFICATIONS  (Maximum - 15 points)		Kompan, Inc. Land of Giants				Playcore Wisconsin DBA GameTime Option A				PlayPower LT Farmington			
			Amanda Laseck	Kevin Sweat	Peter Ferreira		Amanda Laseck	Kevin Sweat	Peter Ferreira		Amanda Laseck	Kevin Sweat	Peter Ferreira
		Total Average				Total Average				Total Average			
		15.00	15.00	15.00	15.00	14.33	14.00	14.00	15.00	14.33	15.00	13.00	15.00
1	DESIGNER'S (AND PROJECT MANAGER'S) EXPERIENCE AND QUALIFICATIONS - 15 Points		15	15	15		14	14	15		15	13	15

C. <input type="checkbox"/> PROJECT MANAGEMENT PLAN  (Maximum - 10 points)		Kompan, Inc. Land of Giants				Playcore Wisconsin DBA GameTime Option A				PlayPower LT Farmington			
			Amanda Lasecki	Kevin Sweat	Peter Ferreira		Amanda Lasecki	Kevin Sweat	Peter Ferreira		Amanda Lasecki	Kevin Sweat	Peter Ferreira
		Total Average				Total Average				Total Average			
		8.67	8.00	9.00	9.00	8.33	8.00	9.00	8.00	8.67	9.00	9.00	8.00
1	PROJECT MANAGEMENT PLAN - 10 Points		8	9	9		8	9	8		9	9	8



D. <input type="checkbox"/> QUALITY CONTROL PLAN  (Maximum - 10 points)		Kompan, Inc. Land of Giants				Playcore Wisconsin DBA GameTime Option A				PlayPower LT Farmington			
			Amanda Laseck	Kevin Sweat	Peter Ferreira		Amanda Laseck	Kevin Sweat	Peter Ferreira		Amanda Laseck	Kevin Sweat	Peter Ferreira
		Total Average				Total Average				Total Average			
		8.00	7.00	9.00	8.00	8.00	7.00	9.00	8.00	8.00	9.00	7.00	8.00
1	QUALITY CONTROL PLAN - 10 Points		7	9	8		7	9	8		9	7	8

E. <input type="checkbox"/> PROJECT SCHEDULE  (Maximum - 10 points)		Kompan, Inc. Land of Giants				Playcore Wisconsin DBA GameTime Option A				PlayPower LT Farmington			
			Amanda Laseck	Kevin Sweat	Peter Ferreira		Amanda Laseck	Kevin Sweat	Peter Ferreira		Amanda Laseck	Kevin Sweat	Peter Ferreira
		Total Average				Total Average				Total Average			
		9.00	9.00	9.00	9.00	8.00	6.00	9.00	9.00	8.33	9.00	7.00	9.00
1	PROJECT SCHEDULE - 10 Points		9	9	9		6	9	9		9	7	9



F. <input type="checkbox"/> DESIGN CONCEPT   (Maximum - 40 points)		Kompan, Inc. Land of Giants				Playcore Wisconsin DBA GameTime Option A				PlayPower LT Farmington			
			Amanda Laseck	Kevin Sweat	Peter Ferreira		Amanda Laseck	Kevin Sweat	Peter Ferreira		Amanda Laseck	Kevin Sweat	Peter Ferreira
		Total Average				Total Average				Total Average			
		34.33	35.00	34.00	34.00	38.33	40.00	40.00	35.00	32.67	35.00	30.00	33.00
1	DESIGN CONCEPT - 40 Points		35	34	34		40	40	35		35	30	33



## CITY OF PORT ORANGE

PURCHASING DIVISION  
1000 CITY CENTER CIRCLE  
PORT ORANGE, FLORIDA 32129  
TELEPHONE 386-506-5740  
[purchdiv@port-orange.org](mailto:purchdiv@port-orange.org)

### **ADDENDUM NO. # 1**

**December 7, 2020**

### **RFP #20-06 Airport Park Playground Replacement**

#### **To All Bidders:**

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated November 19, 2020 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

#### **A. CLARIFICATIONS:**

1. On Page 36 of the RFP under the section **DESIGNER'S (AND PROJECT MANAGER'S) QUALIFICATIONS AND EXPERIENCE**, the following text is not pertinent to the services being solicited. ***"Provide a summary of qualification and experience of providing installation, configuration, maintenance of facility security, access control, and surveillance cameras."*** This paragraph is now deleted in its entirety.

#### **B. CHANGES TO SPECIFICATIONS:**

N/A

#### **C. QUESTIONS AND ANSWERS:**

**Question 1:** There are 3 separate play areas: 2-5 structure, 5-12 structure and a swings area. Is the City committed to this layout?

**Answer:** No, site design is up to the contractor.

**Question 2:** May the proposer suggest a new layout for the future playground?

**Answer:** Yes.

**Question 3:** Is a fitness equipment area apart of the RFP?

**Answer:** The Fitness Equipment area is not a part of the RFP. That equipment stays.

**Question 4:** Can an extension for completion be granted for a Proposer if they cannot meet the project timeline of 120 days?

**Answer:** Completion Time is to be included in the Proposals. Per page 35 of the RFP, the Final Completion will be One Hundred and Twenty (120) days MAXIMUM from the date of the Notice to Proceed. If your firm feels they cannot meet this completion time, please state it as an exception with a completion time you find suitable.



**Question 5:** Is the City committed to using all of the existing space in the new footprint or can the space be redistributed with the new playground footprint?

**Answer:** The space can be redistributed.

**Question 6:** Based on the attached Google Earth image, which playground and swing structures are to be removed?

**Answer:** All of them, the fitness equipment outside the boundary stays.

**Question 7:** Does the City prefer/require two separate playground structures for ages 2-5 and 5-12?

**Answer:** We are open to either option.

**Question 8:** Based on the attached image of the playground area, where is the new equipment to be installed?

**Answer:** Anywhere inside the boundary shown. The design layout is up to contractor.

**Question 9:** The RFP requires ADA safety surfacing. Does the City have a preference between engineered wood fiber (EWF), poured-in-place, turf, etc.?

**Answer:** Any of those are fine.

**Question 10:** Can you provide more details regarding the type of themes that are preferred by the City for the area?

**Answer:** We are open to and looking for the contractor to provide themes. This will be up to the contractor to present.

**Question 11:** Do you have a site plan that you can provide for the playground(s) area?

**Answer:** Staff will look to find the map from the original construction. If it is available, we will provide.

**Question 12:** Do you have any desired surfacing intentions?

**Answer:** We want it to be ADA accessible, and it will be up to the contractor.

**Question 13:** Are you specifying loose-fill or unitary?

**Answer:** No, as long as it is ADA compliant.

**Question 14:** Are you looking for ramps in the Playground design?

**Answer:** The inclusion of ramps will be up to the contractor.

**Question 15:** Any height restrictions for the playground?

**Answer:** To our knowledge, there will be no height restrictions. However, please be sympathetic to the surrounding homes.

**Question 16:** Do you have a preference on Shades? Free standing or integrated?

**Answer:** Mostly up to the contractor's discretion. We are asking for a covered pavilion; design discretion is with the contractor.

**Question 17:** Do you want to leave the existing shelter there in place?

**Answer:** No, it needs to be demolished and removed. Everything in the footprint needs to be removed.

**Question 18:** Are you open to the existing sidewalks in the structure being removed?

**Answer:** Yes, we're open to anything inside the footprint being changed as long as it stays ADA compliant.

**Question 19:** Are there any drainage issues in the parcel where the playground is located? The parcel site is low.

**Answer:** No, we have not had any drainage issues in this park. It stays quite dry.

**Question 20:** Will the fitness equipment be staying?

**Answer:** Yes.

**Question 21:** What age range are you expecting that will be using this park?

**Answer:** Being as this is a well-used park; We need this park to be for all ages, but we do need amenities there for the smaller children.

**Question 22:** Do you want a pavilion for this design-build?

**Answer:** Yes, we would like at least one pavilion to replace what we currently have—it gets a lot of use.

**Question 23:** Who is to remove the current pavilion?

**Answer:** The contractor is to be responsible for its removal.

**Question 24:** Are there allowed to be multiple design options in a submitted proposal?

**Answer:** Yes.

**Question 25:** Are we to replace the existing site amenities under the pavilion with new set amenities?

**Answer:** Yes, ADA compliant.

**Question 26:** Does the City have an approved trash can that needs to be used? Can we suggest an alternative for use?

**Answer:** No, we do not have a City approved trash can, so we are open to suggestions from the contractor.

**Question 27:** Does the center sidewalk need to stay, or can it be removed?

**Answer:** Up to contractor's discretion. However, the outer sidewalk needs to remain in place.



**Question 28:** Has unitary surface been used anywhere else in the City?

**Answer:** Yes, we have it in our All Children's playground at All Children's Park.

**Question 29:** Are the surveying and utility locates provided?

**Answer:** We will have to call for locates, but the original site plan can be provided upon request.

**Question 30:** Are the boundaries for the playground where the grass begins and ends?

**Answer:** The boundaries is the perimeter sidewalk.

**Question 31:** Is there access to electric and water onsite?

**Answer:** Yes.

**Question 32:** Do we need to provide fencing around the perimeter once the construction begins?

**Answer:** Yes, this is recommended due to the high volume of kids in the area.

**Question 33:** Will orange fencing be adequate during construction?

**Answer:** Yes.

**Question 34:** For bring in equipment for construction, is there a preference on where to enter?

**Answer:** Yes, we will want you to enter through the park and not the neighborhood. Also, please try to use the same path of entry each time.

**Question 35:** Will we be able to get heavy equipment through if needed?

**Answer:** Yes, we can remove a parking bumper, signs if needed to accommodate.

**Question 36:** Where will the City want the staging area to be for this project?

**Answer:** We will coordinate with the awarded contractor on the staging area prior to the start of construction.

**Question 37:** Will we need to replace site amenities around the basketball court, so it matches with the new playground?

**Answer:** No, that is not a part of this project.

**Question 38:** Will we be responsible for replacing the sod should it be damaged during construction?

**Answer:** Yes, it is Bahia, so it would need to be replaced by filling ruts, ensuring it is level, and reseeding upon vacating the site. We usually ask before construction begins that the contractor provides a video of the site so that we know the condition of the site before and after construction.

**Question 39:** Are there any other themed playgrounds in the City?

**Answer:** Yes, our All Children's Park Playground is a Pirate Theme with ships, etc.

**Question 40:** Can the City elaborate on the level of theming they envision?

**Answer:** The level of theming is entirely up to the contractor. All we ask is that it be attractive and exciting for children.

**Question 41:** To be mindful in our design in, will there be any further additions to the park that we should be aware of?

**Answer:** The only future addition would be a new community center meaning the adjacent basketball court could be removed, but the playground will not change.

**Question 42:** Does the City have a preference on colors for the Playground?

**Answer:** No, this up to the Contractor's discretion.

Michael Hall

Buyer

[mhall@port-orange.org](mailto:mhall@port-orange.org)

**In all other respects, except as specifically stated herein, the subject RFP #20-06 Airport Park Playground Replacement remains unchanged.**

**END OF ADDENDUM NO. #1**





## **NOTICE OF INTENT TO AWARD**

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**RFP 20-06 Airport Park  
Playground Replacement  
March 15, 2021**

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**On December 23, 2021, Purchasing received six (6) proposals for RFP 20-06 Airport Park Playground Replacement.**

**After review of the proposals submitted, on March 12, 2021, City Staff has made its recommendation to award to Playcore Wisconsin dba GameTime of Longwood, FL, who has been deemed responsive and responsible.**

**IMPORTANT: Award of the contract is subject to City Council Approval on April 6, 2021.**

**Michael Hall  
Purchasing Agent**

CITY OF PORT ORANGE, FLORIDA

**REQUEST FOR PROPOSAL**

**RFP #20-06**

**AIRPORT PARK PLAYGROUND REPLACEMENT**



City of Port Orange Purchasing Division

Prepared by Michael Hall, Buyer  
Release Date: November 19, 2020

**Proposal Due Date and Time:**  
**December 23, 2020 at 1:30 P.M.**

City of Port Orange, Florida  
1000 City Center Circle  
Port Orange, FL 32129  
(386) 506-5740  
[purchdiv@port-orange.org](mailto:purchdiv@port-orange.org)  
[www.port-orange.org](http://www.port-orange.org)





## Legal Notice to Proposers

### RFP #20-06 AIRPORT PARK PLAYGROUND REPLACEMENT

Notice is hereby given that the City of Port Orange is soliciting proposals for **AIRPORT PARK PLAYGROUND REPLACEMENT**. Proposals will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until **1:30 P.M. on December 23, 2020**, which may be amended by addendum issued by the City. All untimely proposals will not be considered and will be returned to the Proposer unopened. All proposals will be evaluated to ensure they contain all required forms in order to deem the Proposer responsive or non-responsive. **Proposals will be opened, and Proposers Names will be read aloud at 1:30 P.M. in the council chambers located on the first floor of City Hall, 1000 City Center Circle, Port Orange Florida, 32129.**

There will be a Non-Mandatory Pre-Proposal and Site Visit Conference for the project at 10:00 A.M. (local time) on December 3, 2020 at City Hall, Council Chambers (1st floor), 1000 City Center Circle, Port Orange, Florida 32129. All attendees to the Pre-Proposal and Site Visit Conference **MUST** sign in. The representative of each Proposer shall be an authorized employee of the Proposer and shall sign in accordingly. **Proposers are encouraged to attend the Non-Mandatory Pre-Proposal Conference and are urged to obtain RFP documents and familiarize themselves with the documents prior to the Pre-Proposal Conference.**

A Bid Guarantee in the form of a Bid Bond executed by the Bidder and an acceptable surety or a certified check or bank draft payable to the City of Port Orange, Florida in an amount equal to five percent (5%) of the proposed bid shall be submitted with each submission.

***DESCRIPTION:*** *The City of Port Orange is soliciting sealed Proposals to acquire the services of certified companies to design and build a new themed playground at Airport Park.*

**Proposers must be a commercial entity licensed to do business in the State of Florida and perform the services identified herein. Proposers must be properly registered and licensed to provide the services identified in the scope of work, by all applicable state and local agencies.**

All Requests for Proposals are solicited and will be evaluated on the criteria outlined in the RFP. An evaluation committee primarily comprised of City staff has been appointed to evaluate and rank the Proposals received in accordance with the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, and the Policies and Procedures as set forth in the City's Purchasing Manual. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida, 32129, and at [www.municode.com](http://www.municode.com).

Copies of the Proposal documents, requirements, scope of service and all other pertinent information necessary to submit a complete package may be obtained electronically from the City of Port Orange website at [www.port-orange.org/bids.aspx](http://www.port-orange.org/bids.aspx) and DemandStar via their website at [www.demandstar.com](http://www.demandstar.com). All questions shall be directed **in writing** to the to the Buyer, Michael Hall, [mhall@port-orange.org](mailto:mhall@port-orange.org) or [purchdiv@port-orange.org](mailto:purchdiv@port-orange.org) and reference **"Questions on RFP #20-06 AIRPORT PARK PLAYGROUND REPLACEMENT"** in the subject line. Last day for questions will be **December 10, 2020 at 5:00 P.M.**

All Proposers are required to complete and submit a Public Entity Crime Statement, the Anti-Collusion Statement, and Drug Free Tie Proposal Preference Statement, as well as other documents as required by the solicitation.

**NO** proposal shall be withdrawn for a period of ninety (90) days subsequent to the proposal opening without the consent of the City of Port Orange, Florida.

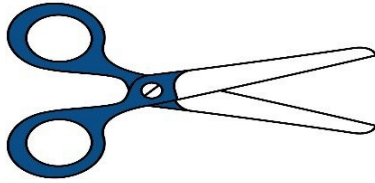
No proposals received after the time and date specified for the opening will be considered. The City of Port Orange, Florida reserves the right to reject any and all proposals, to waive any and all non-substantial irregularity in Proposals received, whenever such waiver or rejection is in the best interest of the City.

Proposals shall be **submitted in the City Clerk's office** with one (1) original and one (1) identical digital version in PDF format on CD or USB flash/thumb drive, addressed to the Purchasing Division, Finance Department, City Hall, 1000 City Center Circle, Port Orange, Florida, 32129 in a **SEALED ENVELOPE/PACKAGE** plainly marked on the outside: **"RFP #20-06 AIRPORT PARK PLAYGROUND REPLACEMENT"**.

Michael Hall, Buyer  
Legal Ad - One Time –**November 19, 2020**

**[Remainder of this page left intentionally blank]**





Cut along the outer border and affix this label to your sealed proposal envelope to identify it as a "Sealed Proposal". Be sure to include the name of the company submitting the proposal where requested.

<b>SEALED PROPOSAL • DO NOT OPEN</b>	
<b>SEALED PROPOSAL NO.</b>	<b>RFP #20-06</b>
<b>PROPOSAL TITLE:</b>	<b>AIRPORT PARK PLAYGROUND REPLACEMENT</b>
<b>DUE DATE/TIME:</b>	<b>December 23, 2020 at 1:30 P.M.</b>
<b>SUBMITTED BY:</b>	<b>(Name of Company)</b>
<b>DELIVER TO:</b>	<b>City of Port Orange City Clerk's Office Attn: Michael Hall Buyer Finance Department 1000 City Center Circle Port Orange, Florida, 32129</b>
<b>DATE/TIME RECEIVED:</b>	<b>(To be stamped by Clerk's Office)</b>

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## **SECTION 1 – PURPOSE AND OVERVIEW**

The purpose for this Request for Proposals (RFP) is to solicit competitive sealed proposals from Certified Firms or Companies (Proposers) to design and build a new themed playground at Airport Park.

It is the intent and purpose of the City of Port Orange (City) that this Request for Proposal promotes competitive selection. It shall be the Proposer's responsibility to advise the Purchasing Division if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source.

**[Remainder of this page left intentionally blank]**

## **SECTION 2 – INSTRUCTIONS TO PROPOSERS**

Firms or companies (Proposer) desiring to provide services, as described herein shall submit sealed proposals, including one original copy, and one (1) identical digital version in PDF format on CD or USB flash/thumb drive, in conformance with the detailed submittal instructions.

### **TIMELINE (Local Time):**

*The City reserves the right to alter dates as needed.*

Date of Distribution ..... November 19, 2020  
Non-Mandatory Pre-Proposal and Site Visit Conference: ..... December 3, 2020 at 10:00 A.M.  
Deadline for Questions:..... December 10, 2020 by 5:00 P.M.  
Final Addendum Posting:..... December 17, 2020 by 5:00 P.M.  
**Proposals Due:..... December 23, 2020 by 1:30 P.M.**  
**Evaluation Period:.....December 28 – January 6, 2020**  
Evaluation Committee Meeting..... To Be Determined  
Shortlisted Firms Presentations/Discussions in person (**Required**) ..... To Be Determined  
City Council Meeting for Approval of Recommendation of Award ..... To Be Determined

Proposals must be delivered in a sealed envelope/package and delivered to:

City of Port Orange City Clerk's Office  
Attn: Michael Hall, Buyer  
1000 City Center Circle  
Port Orange, FL, 32129

Sealed Proposals must be delivered **no later** than the date and time listed in the Timeline above. All times referenced are local time.

Proposals shall be sealed, and Proposers **must** indicate on the outside of their proposal the following:

- a) Request for Proposal (RFP) Number and Title
- b) Date of Opening
- c) Name of Proposer
- d) Address of Proposer

Due to the timing of mail service, the City cautions Proposers to assure actual delivery of proposals to the City prior to the deadline set for receiving proposals. Carrier and hand deliveries of proposals will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida until the date and time referenced in the Timeline above or as amended by addendum issued by the City. Proposals received after the established deadline shall not be considered.

Offers by telephone, email or telegram shall not be accepted. Also, Proposers are instructed NOT to fax their proposal package. **Faxed proposals shall be rejected as non-responsive regardless of where or when the fax is received.**

All proposals will be opened publicly, and the names of all Proposers shall be read aloud. All conferences and meetings regarding this RFP are recorded electronically (audio only). The City of Port Orange reserves the right to reject any or all proposals or parts of proposals, if it is in the best interest of the City.



#### **NON-MANDATORY PRE-PROPOSAL AND SITE VISIT CONFERENCE:**

There will be a Non-Mandatory Pre-Proposal and Site Visit Conference for the project at 10:00 A.M. (local time) on December 3, 2020 at City Hall, Council Chambers (1st floor), 1000 City Center Circle, Port Orange, Florida 32129. All attendees to the Pre-Proposal and Site Visit Conference **MUST** sign in. The representative of each Proposer shall be an authorized employee of the Proposer and shall sign in accordingly.

**Proposers are encouraged to attend the Non-Mandatory Pre-Proposal and Site Visit Conference and are urged to obtain RFP documents and familiarize themselves with the documents prior to the Pre-Proposal and Site Visit Conference.** All prospective Proposers are strongly encouraged to attend because the Pre-Proposal Conference will offer potential Proposers the opportunity to ask questions and discuss the project directly with staff.

#### **QUESTIONS REGARDING THIS RFP:**

All questions shall reference “**Questions on RFP #20-06 AIRPORT PARK PLAYGROUND REPLACEMENT**” in the subject line. All questions concerning this RFP shall be submitted in writing no later than the date and time referenced in the Timeline above to:

Michael Hall  
Buyer  
1000 City Center Circle  
Port Orange, FL, 32129  
[mhall@port-orange.org](mailto:mhall@port-orange.org) or  
[purchdiv@port-orange.org](mailto:purchdiv@port-orange.org)

#### **ADDENDA REGARDING THE REQUEST FOR PROPOSALS:**

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Proposal Due Date. Proposers should not rely on any representations, statements or explanations other than those made in this RFP or in any addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail.

It is the Proposer's responsibility to be sure all correct number of addenda was received. The Proposer should verify with the designated contact persons prior to submitting a proposal that all addenda have been received. Proposers should acknowledge the correct number of addenda received as part of their proposals. It is the responsibility of the Proposer to ensure all addenda have been received prior to submitting a proposal.

Written responses, in the form of an addendum, will be provided via the City website [www.port-orange.org/bids.aspx](http://www.port-orange.org/bids.aspx) and Demand Star websites. [www.demandstar.com](http://www.demandstar.com).

This provision exists solely for the convenience and administrative efficiency of the City of Port Orange. No Proposer or other third party gains any rights by virtue of this provision or the application thereof, nor shall any Proposer or third party have any standing to sue or cause of action arising therefrom.

#### **CLARIFICATIONS:**

It is the Proposer's responsibility to become familiar with and fully informed regarding the terms, conditions, and specifications of this RFP. Lack of understanding and/or misinterpretation of any portions of this RFP shall not be cause for withdrawal of your proposal after opening or for subsequent protest of award. Proposers must contact the Purchasing Representative, at the email provided, should clarification be required.

Modification or alteration of the documents contained in the solicitation or contract shall only be valid if mutually agreed to in writing by the parties.

#### **MINIMUM QUALIFICATIONS:**

**Proposers must be commercial entity licensed to do business in the State of Florida or appropriate qualified commercial entity licensed in the area specified in the scope of work and to perform the services identified herein.**

**Proposers must be properly registered and licensed to engage in the scope of work pertaining to this RFP, by all applicable state and local agencies.**

Proposers must provide a minimum of three (3) verifiable references from similar scopes of work as identified in this RFP following the requirements in Section 7. Failure to provide references that verify required experience will cause the Proposer to be deemed non-responsive. The City of Port Orange is not to be used as a reference.

#### **NO LOBBYING:**

All Proposers are hereby placed on notice that the City of Port Orange Council, City Employees/Staff, nor Members of the Evaluation Committee (with the exception of the City of Port Orange Purchasing Division personnel designated to receive requests for interpretations or corrections) are not to be lobbied, directly or indirectly either individually or collectively, regarding this RFP. During the entire procurement process, all Proposers and their subcontractors, sub-consultants, or agents are hereby placed on notice that they are not to contact any persons listed above for such purposes as holding meetings of introduction, dinners, etc., if they intend to submit or have submitted proposals for this project. Any Proposer contacting individuals mentioned herein in violation of this warning may automatically be disqualified from further consideration for this RFP.

#### **PRICING SHEETS:**

Pricing sheets are to be completed as directed and without modification and returned as part of the RFP submittal prior to the RFP deadline for submission. Failure to fill out the price sheets as directed and without modification may negatively affect the evaluation of your proposal.

#### **EXCEPTIONS TO SPECIFICATIONS:**

If taking exception to any portion of the RFP specifications, the Proposer must indicate those exceptions as stated on the Proposer's Acknowledgement Form.

#### **PROPOSAL SUBMISSION AND WITHDRAWAL:**

Unless otherwise specified, Proposer shall use the forms supplied by the Purchasing Division. Proposals, once opened, become the property of the City, cannot be withdrawn, & will not be returned to the Proposers. Upon opening, Proposals become subject to public disclosure in accordance with Chapter 119, Florida Statutes.



**CORRECTION OF PROPOSALS:**

Correction of inadvertently erroneous proposals shall be permitted up to the time of RFP opening. Proposers shall not be allowed to modify their proposals after the opening time and date.

**WITHDRAWAL OF PROPOSALS:**

**NO** proposal shall be withdrawn for a period of ninety (90) days subsequent to the proposal opening without the consent of the City of Port Orange, Florida. Negligence on the part of the Proposer in preparing the proposal confers no right of withdrawal or modification after the proposal has been opened, at the appointed time and place by the City of Port Orange. Any such withdrawn proposal shall not be resubmitted.

**OPENING OF PROPOSALS:**

Proposals will be received until the date and time stated in this RFP and will be publicly opened and read at the place, time and date stated. No responsibility will attach the Purchasing Division for the premature opening of a proposal not properly addressed and identified.

**REJECTION OF PROPOSALS:**

The City reserves the right to reject any and/or all proposals when such rejection is in the best interest of the City.

**PROPOSALS MAY BE REJECTED AND/OR PROPOSER(S) DISQUALIFIED FOR THE FOLLOWING REASONS:**

- (a) Failure to update the information on file including address, product, service or business descriptions.
- (b) Failure to perform according to contract provisions.
- (c) Conviction in a court of law of any criminal offense in connection with the conduct of business.
- (d) Evidence of a violation of any federal or state antitrust law based on the submission of proposals, or the awarding of contracts.
- (e) Evidence that the proposer has attempted to give a City of Port Orange employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the City of Port Orange purchasing activity.
- (f) Other reasons deemed appropriate by the City.

**OWNERSHIP OF DOCUMENTS:**

All documents resulting from this project will become the sole property of the City of Port Orange. The Proposer must meet all requirements for retaining public records and transfer, at no cost, to the City all public records in the possession of the Proposer upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

**AMERICANS WITH DISABILITIES ACT (ADA):**

If you need special services provided for under the Americans with Disabilities Act, contact the ADA Coordinator in our Human Resources office at 386-506-5560 at least 48 hours before the scheduled event.

## **SECTION 3 – SPECIFICATIONS/REQUIREMENTS**

### **DESIGN-BUILD OF AIRPORT ROAD PLAYGROUND**

#### **1. PROJECT DESCRIPTION:**

The work of this project consists of furnishing all demolition and disposal of the old equipment including grading of the site, survey, design, permitting (City Building, City Site and any applicable outside agencies), outside agency application and inspection fees (any City fees will be handled by the contractor), labor, materials, equipment, tools, apparatus transportation, services, incidentals and to perform all work necessary to construct.

All above referenced work shall be complete, in place, and ready for service in accordance with the drawings and specifications entitled.

The Port Orange Airport Road Park is located at 6751 Airport Road, Port Orange, FL. The City desires to have the design of the equipment and layout be consistent with a “theme.” The playground equipment shall meet all the functional requirements as noted elsewhere in the RFP as well as bring the latest in recreation design and philosophy to the layout.

The selected Design Build Team will be required to post a Performance and Payment Bond for the Construction.

The Scope of the Design is more fully defined below:

1. All equipment shall be IPEMA certified
2. The use of multiple levels
3. The target audience is focused upon children under twelve years of age as well as those with special needs but should be appropriate for all age groups.
4. Shade Structures
5. ADA Compliant ground surface
6. ECHO Project Funding is approved

Project Budget shall not exceed \$400,000 for the Base Bid.

#### **2. SELECTION PROCESS:**

Each member of the Selections Committee will review “Package #1” and evaluate the Design Build Teams based on the qualifications contained therein. The scores of the individual members of the committee will be averaged and the Design Build team will be given a resultant score.

The selection criteria points below are only a guideline for the relative value and importance of the criteria within the evaluation process.

The evaluation process will result in the selection of three to five short-listed firms. A formal ranking will not be provided with the short-listed firms. The short-listed firms will present their design concept to the Selection Committee for final ranking and recommendation to the City Council.



**3. EVALUATION CRITERIA:**

<u>Criteria</u>	<u>Total Value</u>
Contractor's Qualifications .....	15 points (15%)
Company's related experience	
Project manager's experience	
Designer's Qualifications .....	15 points (15%)
Company's related experience	
Project manager's experience	
Project Management Plan .....	10 points (10%)
Quality Control Plan.....	10 points (10%)
Project Schedule .....	10 points (10%)
Design Concept .....	40 points(40%)
Meeting program requirements	
Choice and Quality of materials used "Theme" Design	
<b>Total .....</b>	<b>100 points (100%)</b>

**[End of Scope of Work - Remainder of this page left intentionally blank]**

#### **SECTION 4 – STANDARD PURCHASE DEFINITIONS**

The City will use the following definitions in instructions to proposers, terms and conditions, special provisions, technical specifications and any other solicitation documents.

1. **Addendum** is a formal written document, released prior to the public opening that modifies any aspect of a Solicitation. Plural: Addenda
2. **Alternate Bid** means multiple Bids with substantive variations from the same Bidder in response to a Solicitation.
3. **Amendment** is a formal written agreement, signed by both parties, that modifies an existing contractual agreement.
4. **Appropriate, Appropriated, or Appropriation** means the adoption by the City Council of the City of a budget for a fiscal year that includes payments to be made under the Contract during the respective fiscal year.
5. **Best Value** means the highest overall value to the City based on factors that include, but are not limited to, price, quality, design, and workmanship.
6. **Bid** is a complete, properly signed response to an Invitation to Bid, which if accepted, would bind the Bidder to perform the resultant Contract.
7. **Bid Guaranty (Bid Bond)** guarantees that the Bidder (a) will not withdraw the Bid within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Bidder upon execution of a Contract.
8. **Bidder or Proposer** is a person, firm, or entity that submits a Response to a Solicitation. Any Bidder/Proposer may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status.
9. **City** means the City of Port Orange.
10. **Competitive Negotiation** means a method for acquiring goods, services, and construction for public use in which discussions or negotiations may be conducted with responsible offerors who submit Responses through a Request for Proposals, Request for Statements of Qualifications, or Invitation to Negotiate.
11. **Competitive (Formal) Solicitation** is the process of requesting and receiving two or more sealed bids, proposals, statements of qualifications or replies submitted by responsive Proposers in accordance with the terms of a competitive process, regardless of the method of procurement.
12. **Competitive Range** means the responsive submissions that meet the evaluation criteria and are considered to be reasonably susceptible of award.
13. **Construction** means the process of building, repairing, improving, and alterations, conversion or extension of building, parks, utilities, streets or other improvements or alterations to real property.
14. **Contract** is a written agreement or purchase order issued for the purchase of goods or services.
15. **Contractor** means the person, firm or entity selling goods or services to the City under a Contract.
16. **Deliverables** means the goods, products, materials, and/or services to be provided to the City by a Bidder.
17. **DemandStar** is the official online repository for all City competitive solicitations.
18. **Due Date** means the date and time specified for receipt of Responses to a Solicitation.
19. **End User** is a person, program, agency, or other eligible user who uses a contract to purchase a commodity or contractual service.
20. **Evaluation Committee/Team** is a temporary group of City personnel who are responsible for the evaluation of proposals, statements of qualifications or replies as part of a Request for Proposals (RFP), Request for Submission of Qualifications (RFSQ), or Invitation to Negotiate (ITN), or competitive grant process.
21. **Evaluator** is a member of the evaluation committee/team.
22. **Goods** are supplies, materials, or equipment.
23. **Intent to Award** is a document that informs the public and respondents of the City's decision to award a contract pursuant to a previously issued competitive solicitation.
24. **Invitation to Bid (ITB) or Bid** means a formal request to prospective Bidders requesting pricing for a specified Good or Service which has been advertised for Bid in a newspaper.
25. **Invitation to Negotiate (ITN)** means a formal request to prospective Proposers requesting proposed specifications and pricing of a product and/or service which has been advertised for replies in a newspaper.



26. **Issues** means points, matters, or concerns to be addressed during negotiations.
27. **Lead Negotiator** is the negotiator responsible for leading and facilitating the formal negotiation discussions and selecting other required negotiation team members. Is often the “driver of change” and seeks alternatives/options.
28. **Lowest Responsible Bid** means the responsive bid meeting all requirements of the specifications, terms, and conditions of the Invitation to Bid resulting in the lowest cost to the City in a total cost concept or based solely on price, taking into consideration the financial and practical ability of the Bidder to perform the Contract, past performance of the Bidder, and compliance with all City ordinances concerning the purchasing process.
29. **Lowest Responsible Bidder** means the Bidder submitting Lowest Responsible Bid.
30. **Negotiation Team** is a temporary group of City personnel who are responsible for negotiations as part of an Invitation to Negotiate (ITN).
31. **Negotiator** is a member of the negotiation team.
32. **Non-Professional Services** are services performed that are not of a professional nature such as lawn care, security, janitorial, etc.
33. **Offer** means a complete signed Response submitted to the City in response to a Solicitation including, but not limited to, a Bid submitted in response to an Invitation to Bid, a Proposal submitted in response to a Request for Proposal, a Quote submitted in response to a Request for Quotation, a Statement of Qualifications and interest submitted in response to a Request for Statements of Qualifications, or a Reply submitted in response to an Invitation to Negotiate.
34. **Outlier** is a bid, offer, or proposal which is determined by the Purchasing Director or Manager to be significantly dissimilar to or inconsistent with, competing bids or offers.
35. **Pre-Bid/Proposal/Statement/Reply Conference** means a meeting conducted by the Purchasing Office, held in order to allow Proposers to ask questions about the proposed Contract and particularly the Contract specifications with the City department requesting the goods/services.
36. **Price Analysis** is an evaluation of the total cost of a contract in order to determine if the price is reasonable.
37. **Procurement (Process)** is a term used in the governmental sector for the combined functions of acquiring (purchasing) needed goods and/or services, receiving and inspection, inventory management, contract administration, and disposal/surplus.
38. **Professional Services** means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.
39. **Protest** is a formalized process by which respondents have an opportunity to challenge a procurement practice or contract award.
40. **Proposal** is a complete, properly signed Response to a Request for Proposal, based on performance that is offered rather than on that of price alone, which if accepted, would bind the Proposer to perform the resultant Contract.
41. **Purchase Order** is an order placed by the Purchasing Division for the purchase of Goods or Services written on the City’s standard Purchase Order form and which, when accepted by the Bidder, becomes a contract. The Purchase Order is the Bidder’s authority to deliver and invoice the City for Goods or Services specified, and the City’s commitment to accept the Goods or Services for an agreed upon price.
42. **Request for Proposal (RFP)** means a formal request to prospective Proposers requesting qualifications of the Proposer and pricing for a specified Good or Service which has been advertised for Proposal in a newspaper.
43. **Request for Statement of Qualifications (RFSQ)** means a formal request to prospective Proposers requesting statements of qualifications pursuant to Florida Statute 287.055 “Consultant’s Competitive Negotiation Act” which has been advertised for Statement in a newspaper.
44. **Respondent** means an entity that has (or will, i.e. “prospective respondents”) submitted a response to a competitive solicitation conducted to create a contractual relationship for the provision of commodities or services.

45. **Response/Submission** means all materials submitted to the City by a respondent as part of a solicitation. A response may be called a bid, proposal, statement of qualifications, or a reply, depending on the type of competitive solicitation being issued.
46. **Responsible (Proposer)** is a Proposer who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.
47. **Responsive (Proposer)** is a Proposer that has submitted a bid, proposal, statement of qualifications, or reply that conforms in all material respects to the solicitation.
48. **Scope** means the extent of the area or subject matter that something deals with or to which it is relevant.
49. **Scope of Work** means a description of the work activities, deliverables, and/or timeline that a Proposer must execute in terms of delivering specific commodities or in performance of contractual services.
50. **Services** include all work or labor performed for the City on an independent contractor basis other than construction.
51. **Solicitation** means a formal request, as applicable, for prospective Proposers to submit responses to an Invitation to Bid, Request for Proposal, Request for Qualifications, Invitation to Negotiate, or a Request for Quotation.
52. **Solicitation Document** means a document, or collection of documents, either paper or electronic, that contains all information required to conduct a competitive procurement project according to §287.057, Florida Statutes.
53. **Stakeholder** means an individual, who is not likely to become a Proposer, who has an interest in the commodities/contractual services needed.
54. **Subcontractor** means a person, firm or entity providing goods or services to a Proposer to be used in the performance of the Proposer's obligations under the Contract.
55. **Subject Matter Expert** means a person who has working or expert knowledge about a particular topic or field.
56. **Unbalanced Bid** means a Bid that is based on prices which are significantly less than cost for some bid items and significantly more than cost for others.

[Remainder of this page left intentionally blank]



## **SECTION 5 – GENERAL TERMS AND CONDITIONS**

These instructions are standard for all contracts for commodities or services issued through the City of Port Orange Purchasing Division. General Requirements apply to all advertised Solicitations; however, **these may be superseded, in whole or in part, by the SPECIAL REQUIREMENTS/INSTRUCTIONS OR OTHER DATA CONTAINED HEREIN.**

**READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.**

### **1. ADDENDUM**

When specifications are revised, the City of Port Orange Purchasing Division will issue an addendum addressing the nature of the change. Proposers should acknowledge all addenda by circling the number of addenda received on the “Proposer Acknowledgment Form” and include it in the returned Response package. Failure to acknowledge the correct number of addenda issued may result in rejection of the Response. It is the responsibility of the Proposer to ensure all addenda have been received prior to submitting a proposal. All Addenda shall be posted by the CITY on [www.demandstar.com](http://www.demandstar.com) and City of Port Orange Website, [www.port-orange.org](http://www.port-orange.org).

The City shall issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Solicitation Response Due Date. Proposers should not rely on any representations, statements or explanations other than those made in this Solicitation or in any addendum to the Solicitation. Where there appears to be a conflict between the Solicitation and any addenda issued, the last addendum issued shall prevail.

### **2. ANTI-COLLUSION STATEMENT**

By submitting this Response to a Formal Solicitation, the Proposer affirms that this Response is without previous understanding, agreement, or connection with any person, business, or corporation submitting a Response for the same materials, supplies, or equipment, and that this Response is in all respects fair, and without collusion or fraud. Additionally, Proposer agrees to abide by all conditions of this Solicitation and certifies that they are authorized to sign this Response for the Proposer. In submitting a Response to the City of Port Orange, the Proposer offers and agrees that if the Response is accepted, the Proposer shall convey, sell, assign or transfer to the City of Port Orange all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Port Orange. At the City’s discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Proposer.

### **3. APPLICABLE LAWS**

In connection with the furnishing of supplies or performance of work under the Contract, the Proposer agrees to comply with the Fair Labor Standards Act, Equal Opportunity Employment Act, and all other applicable federal and state laws, regulations and executive orders to the extent that the same may be applicable.

### **4. ASSIGNMENT**

The successful Proposer shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City of Port Orange. Any such assignment or transfer shall not release Proposer from all contractual obligations.

5. **AUTHORITY TO CONDUCT BUSINESS IN FLORIDA**

A Florida corporation or partnership is required to provide evidence with its response that the Proposer is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with the response from the successful Proposer, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager.

A foreign (out-of-state) corporation or partnership is required to provide evidence with its response that the Proposer is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with the response from the successful Proposer, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager.

A joint venture is required to provide evidence with its response that the joint venture, or at least one of the joint venture partners, is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager. However, the joint venture is required to provide evidence prior to contract execution that the joint venture is authorized to transact business in Florida and provide the City with a copy of the joint venture Agreement.

A joint venture is also required to provide with its response a Statement of Authority indicating that the individual submitting the joint venture's proposal has the legal authority to bind the joint venture. If not with its response, such evidence must be submitted to the City no later than five business days from the request of the Purchasing Manager.

6. **AWARDS**

The City does not award publicly funded contracts to those who knowingly employ unauthorized alien workers in violation of section 274A(e) of the Immigration and Naturalization Act, 8 United States Code s1324a(e). Such employment deprives legal workers of job opportunities. Violation of section 274A(e) shall be grounds for unilateral cancellation of the contract, proposal or quote for purchase of services and goods by the City of Port Orange.

7. **AWARD AND EXECUTION OF CONTRACT**

The Proposer(s) to whom the award is made shall execute the Contract(s) and return it, together with the properly executed bonds and insurance certificates to the office of the Owner, within the time specified.

8. **PROPOSAL RETURNS**

Proposers shall return all completed Responses to the City of Port Orange at the address set forth in Section 2 of this document on the date and at the time specified. Late submissions will not be accepted and shall be returned to Proposers unopened.

9. **PROTEST**

Any person who is adversely affected by the City's decision or intended decision shall file with the City Purchasing Manager a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking Bids, Proposals, Statements, or Replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the Solicitation. Saturdays, Sundays, and state holidays shall



be excluded in the computation of the 72-hour time established herein. The formal written protest shall be filed with the Purchasing Manager in writing within ten (10) days after the date the notice of protest is filed. The formal written protest shall state with particularity the facts and law upon which the protest is based. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings. Upon receipt of the formal written protest that has been timely filed, the City shall stop the solicitation or contract award process until the subject of the protest is resolved by final City action. However, the City may continue the solicitation or award process, provided the City Manager sets forth in writing particular facts and circumstances which require the continuance of the solicitation or contract award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare. The City shall provide an opportunity to resolve the protest by mutual agreement between the parties. The policy this City has established is as follows:

- a. As soon as possible after receipt, the Purchasing Manager shall provide written protest to City Manager, City Attorney, Department Head involved, and Supervisor directly involved in the acquisition.
- b. Purchasing Manager shall schedule within seven (7) business days, excluding weekends and holidays, a meeting with the above-mentioned individuals or designee and protestor. The intent of the meeting is to provide a review and/or solution prior to going before Council. After reviewing all relevant information, the City Manager shall render a decision.
- c. If the protestor disagrees, he may appeal to the City Council at a formal council meeting. After reviewing the evidence, the City Council will issue their decision. The City Council's decision is final; however, the protestor can appeal the decision to the Circuit Court in Volusia County, Florida within thirty (30) days of the City Council's final decision. Decisions at all levels shall be in writing to the protestor.

**10. PROPOSAL TABULATION**

Proposers who wish to receive a copy of the proposal tabulation may obtain it via [www.demandstar.com](http://www.demandstar.com) or on the City of Port Orange website, Bid opportunities page at [www.port-orange.org/bids.aspx](http://www.port-orange.org/bids.aspx) or by email [purchdiv@port-orange.org](mailto:purchdiv@port-orange.org).

**11. BONDS**

If this Solicitation requires submission of bid guarantee and performance bonds, there will be a separate page explaining those requirements. Responses submitted without the required bid bond or certified check shall be deemed non-responsive. When the Purchasing Manager deems it necessary, bid bonds/deposits shall be prescribed and are advertised in the public notices inviting bids. Normally, if a bid bond/deposit is requested, it is in the amount of five percent (5%) of the bid amount. Payment and Performance Bonds requested for construction projects shall be in an amount equal to one hundred percent (100%) of the total contract amount. Upon award, the successful Proposer may also be required to furnish and pay for a satisfactory contract one hundred percent (100%) Payment and Performance Bond which will be recorded by the City, at the Proposer's sole cost and expense, with the Clerk of the Circuit Court, Volusia County, Florida, and to enter into a written contract with the City of Port Orange. After recording, the City will furnish to the contractor the recording information for the bond to evidence that the contractor has met the requirements of Florida law. The City will bill the cost of recording to the contractor. Payment and Performance Bonds shall also be recorded at the Proposer's expense in the Office of the Clerk of the Circuit Court, Volusia County, Florida. All bonds no matter which kind, are advertised in the Solicitation which appears in the newspaper. Unsuccessful Proposers are entitled to the return of their surety where the Purchasing Manager has required such. A successful Proposer shall forfeit any surety required by the Purchasing Manager upon failure on the part of the Proposer to enter into a contract within the time specified after the award of bid.

**12. CERTIFICATE OF INSURANCE**

If required upon notice of intent to award contract resulting from this solicitation, the selected Proposer will be required to submit a Certificate of Insurance showing proof of adequate coverage for professional general liability, errors and omissions and workers' compensation as identified under the insurance requirements of this solicitation and listing the City of Port Orange as a Certificate Holder prior to execution of the contract.

**13. CHANGE ORDERS**

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change order requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

**14. CHANGE ORDER REQUEST NOTIFICATION**

The Successful Contractor is responsible for giving the City of Port Orange, prior to the Contract expiration date, at least forty-five (45) calendar day's advance notice for any anticipated changes to time and/or scope of the awarded Contract. The Contractor **shall not** continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City.

**15. CLEAN UP**

Upon completion of the delivery of materials, the Contractor shall restore any/all public and private property which was damaged during delivery. Restoration is meant to include removal of any spillage or restoring damage to the edge of pavement, sidewalks, driveways, landscaped areas, etc. Contractor shall make repairs consistent with or better than what existed prior to delivery. This shall be understood to include the use of sod or seed and mulch to replace (if necessary) existing grass that has been damaged. If sod is used it shall match the sod present on the effected property. Contractor shall make all repairs and restorations at his expense.

**16. CONDUCT OF PROPOSERS**

All Proposers or individuals acting on behalf of a Proposer are hereby prohibited from lobbying or otherwise attempting to persuade or influence any member of the Evaluation Committee, City Council members, or City staff at any time during the course of the solicitation process. The solicitation process shall end upon issuance of the written City Manager and staff recommendation for selection of a Proposer. All Proposers or individuals acting on behalf of a Proposer are further prohibited from contacting or otherwise attempting to communicate with any member of the staff, Evaluation Committee or City Council members regarding the pending solicitation or its outcome until after the issuance of the written recommendation of the most qualified Proposer. Until such recommendation is issued in writing, any questions regarding the pending solicitation shall be submitted to the Purchasing Manager. Failure to comply with this procedure shall result in rejection/disqualification of said submittal without exception. Contact with staff, City Council members and the Evaluation Committee during a public meeting shall not be considered a violation of this requirement.

**17. CONE OF SILENCE**

The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the execution of the award. The Cone of Silence is defined as the period beginning with the issuance of the solicitation document and continues through



the execution of the award document. During this time Proposers, service providers and the like are prohibited from all communications regarding the solicitation with City staff, City consultants, City legal counsel, City Agents, or elected officials.

Any Proposer who initiates any discussions or attempts to influence a member or members of the aforementioned shall be disqualified from continued participation in the procurement process with regard to that particular solicitation.

Exceptions to the Cone of Silence:

- Written communication directed to the Procurement Officer;
- All communications occurring at Pre-Proposal Conferences;
- Oral presentations before publicly notice committee meetings;
- Procurement of goods and services for Emergency situations; and
- Contractors already on contract with the City to perform services for the City are allowed discussions necessary for the completion of an existing contract.

**18. CONFLICT OF INTEREST**

For purposes of determining any possible conflict of interest, all Proposers must disclose if any City of Port Orange employee is also an owner, corporate officer, or employee of Proposers business. No official or employee of the City who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Scope of Work covered by the Contract shall voluntarily acquire any personal interest, directly or indirectly, in the contract or proposed Contract.

**19. CONFLICT OF INSTRUCTIONS**

If a conflict exists between the General Terms and Conditions and instructions contained herein, and the Special Terms and Conditions and instructions contained herein, the Special Terms and Conditions shall govern.

**20. CONTRACT**

Any acquisition above the \$25,000 level shall be done through one of the formal competitive methods except upon City Council waiver and/or shall have City Council approval. Only the Purchasing Manager and/or City Manager, have the authority to obligate the City by entering into a written contract to purchase goods and/or services up to \$25,000.00. The City of Port Orange, Florida reserves the right to reject any and all Responses or to waive any and all non-substantial irregularity in Responses received, whenever such waiver or rejection is in the best interest of the City.

**21. CONTRACT OBLIGATION**

The City of Port Orange City Council shall approve the contract if greater than \$25,000.00 annually. The Mayor or other person authorized by the Mayor must sign the contract before it becomes binding on the City of Port Orange or the Proposer. Department heads are NOT authorized to sign contracts for the City of Port Orange. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

**22. CONTRACT RENEWALS**

Renewals may be made ONLY by written agreement between the City of Port Orange and the Proposer. Any price escalations are limited to those stated by the Proposer on the original Response.

**23. COOPERATIVE PURCHASING**

The City Manager may elect to purchase through or join with other governmental units in cooperative purchasing ventures when the best interest of the City would be served thereby, provided the same is in accordance with all applicable laws. In the event the City Manager should elect to purchase through or join with other governmental agencies in cooperative purchasing ventures, all purchases in excess of twenty-five thousand dollars (\$25,000.00) shall require council approval before the purchasing contracts are entered into. (Code 1981, § 8-33, Ord. 1997-22, § 5.6-1997; Ord. No. 2004-15, § 4, 7-20-2004)

**24. COPYRIGHT AND PATENT RIGHTS**

Proposer warrants that there has been no violation of copyrights or patent rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this Response, and successful Proposer agrees to hold the City harmless from any and all liability, loss or expense by any such violation.

**25. COST INCURRED BY PROPOSER**

All expenses, including costs for required bonds, involved with the preparation and submission of Responses to the City, or any work performed in connection therewith shall be borne by the Proposer. No payment shall be made for any response received, nor for any other effort required of or made by the Proposer prior to commencement of work as defined by the contract approved by the City Council.

**26. DEBARMENT HISTORY**

The City will consider a Proposer's debarment history information in its review and determination of responsibility. All Proposers are required to disclose to the City all cases of debarment filed, pending, or resolved by the City or other public entity during the last five (5) years prior to the solicitation response due date, whether such actions were brought by or against the Proposer, any parent or subsidiary of the Proposer or any predecessor organization. If the Proposer is a joint venture, the information provided should encompass the joint venture (if it is not newly formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. Although the review of a Proposer's debarment history is an issue of responsibility, the failure to provide debarment history as required in the Proposal Submittal and Requirements Section may result in a recommendation of non-responsive by the Purchasing Manager.

**27. DEFAULT PROVISIONS**

In the event of default by the Proposer the City reserves the right to procure the item(s) solicited from other sources and hold the Proposer responsible for excess costs incurred as a result. If a contractor defaults on a City contract the City Council may elect to refrain from doing business with the Proposer for a period of 36 months from the date of default.

**28. DISCLOSURE OF CONFLICTS**

The award is subject to the provisions of Chapter 112.313, Florida Statutes. All Proposers must disclose with their Response the name of any officer, director, or agent who is also an employee of the City. Further, all Proposers must disclose the name of any employee who owns, directly or indirectly, an interest in the Proposer's firm or any of its branches. The Proposer shall not compensate, in any manner, directly or indirectly, any officer, agent, or employee of the City for any act or service that he/she may do, or perform for, or on behalf of any officer, agent or employee of the Proposer. No officer, agent, or employee of the City shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made by anyone for, or on behalf of the City. The Proposer shall have no



interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under the Solicitation.

**29. EXCEPTIONS TO REQUIREMENTS**

For purposes of evaluation, the Proposer must indicate any exception to the requirements, terms, and/or conditions, no matter how minor. This includes any agreement or contract forms supplied by the Proposer that are required to be signed by the City. If exceptions are not stated by the Proposer, in his proposal, it will be understood that the item(s)/services fully comply with the requirements, terms and/or conditions stated by the City. Exceptions are to be listed by the Proposer on an attachment included with the proposal. The City will not determine exceptions based on a review of any attached sales or manufacturer's literature.

**30. E-VERIFY**

Proposers shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Proposer during the term of contract and shall expressly require any subcontractor performing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of contract.

**31. FACILITIES**

The City reserves the right to inspect the Proposer's facilities at any time.

**32. FAILURE TO RESPOND**

If the Proposer elects not to propose, please return the enclosed "Proposer's Acknowledgement Form" by the proposal due date and state the reason(s) for not proposing. Failure to respond, either by submitting a proposal, or by submitting a "Statement of No Proposal", three (3) times, shall result in the Proposer's name being removed from the City's mailing list.

**33. FINANCIAL STABILITY**

Proposers shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year. A third party prepared financial statement and the latest Dunn & Bradstreet report will be accepted in lieu thereof.

**34. FORCE MAJEURE**

Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

**35. GOVERNING FORMS**

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City's interpretation shall govern.

**36. GOVERNING LAW**

Proposers shall comply with all applicable federal, state and local laws and regulations. All Responses are solicited and shall be made pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-263, and all Responses will be evaluated in accordance with the provisions thereof. Code of Ordinances, City of Port Orange is

on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida and at [www.municode.com](http://www.municode.com).

The City of Port Orange is also governed by the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, as the method of selecting architects, engineers and land surveyors. The City has utilized the procedures in the Act for Professional counselors, environmentalists, planners, general contractors, computer systems, designers, telecommunications consultants, maintenance technicians, financial services and other professional services.

Every acquisition equal to or greater than \$10,000.00 must have a signed, notarized "Public Entity Crimes Form" to comply with Section 287.133(3)(a), Florida Statutes. Also required is the "Drug-Free Preference Form" to comply with Section 287.087, Florida Statutes. Each form is included in the Solicitation.

**37. GRANT FUNDING**

Any contract entered into by the City that is to be paid from grant funds shall be limited to payment from the grant funding and the Proposer/provider understands that the City has not set aside any City funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the contract, then the sole recourse of the provider shall be to terminate any further services under the contract and the contract shall be null and void.

**38. HIPAA COMPLIANCE**

The Proposer agrees to comply with the Standards for Privacy of Individually Identifiable Health Information of the Health Insurance Portability and Accountability Act of 1996, PL 104-191, 45 CFR Parts 160-164, as amended, referred to as "HIPAA," to the extent that the Proposer uses, discloses or has access to protected health information as defined by HIPAA.

**39. INDEMNIFICATION/HOLD HARMLESS**

Contractor covenants and agrees that it will indemnify and hold harmless the City and all of the City's officers, agents, and employees from any claim, loss, damage, costs, charge or expense arising out of any act, action, neglect or omission by contractor during the performance of the contract, whether direct, or indirect, and whether to any person or property to which the City of said parties may be subject, except that neither the contractor nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of City or any of its officers, agents, or employees.

**40. INDEPENDENT CONTRACTOR**

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful Proposer as an independent contractor. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful Proposer under this contract and that the successful Proposer has no authority to bind the City.

The Proposer represents itself to be an independent contract or offering such services to the public and shall not represent himself or his employees to be an employee of the City. Therefore, the Proposer shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, worker's compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the City, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney's fees); and damage of any kind related to such matters. The Proposer shall further understand that the City cannot save and hold harmless and or indemnify the Proposer and/



or the Proposer's employees against any liability incurred or arising as a result of any activity of the Proposer or any activity of the Proposer's employees performed in connection with the Contract.

**41. INSPECTIONS AND TESTING**

City of Port Orange reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a Proposer cannot furnish a sample of a Response item, where applicable, for review, or fails to satisfactorily show an ability to perform, the City can reject the Response as inadequate and non-responsive.

**42. INSURANCE**

If required upon execution of a contract, the Proposer shall maintain insurance during the life of this agreement, and the City of Port Orange shall be listed as additional insured on that insurance document. A waiver of subrogation must be added in all areas and shall suffice in lieu of additional insured on workers' compensation, in an amount and a form set forth herein, to insure against risks, which are identified herein. Insurance providers must be rated "A" or better accordingly to the A.M. Best Company.

**43. INSURANCE CANCELLATION**

No change or cancellation in insurance shall be made without thirty (30) days' written notice by the Proposer to the City. Insurance coverage required in these specifications shall be in force throughout the contract term. Should any awardee fail to maintain or to provide acceptable evidence of current insurance within five (5) days after receipt of written notice at any time during the contract term, the City shall have the right to consider the Contract breached which shall justify the termination thereof.

**44. INSURANCE REQUIREMENTS**

If required, the Proposer shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the Proposer's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

Proposer may use leased employees if the Proposer ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Proposer using a leased employee shall complete the City's Leased Employee Affidavit Form Exhibit.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all Insuring companies are required to have a minimum rating of "A" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. The Proposer shall not commence work under the contract until the City has received a certificate or certificates of insurance and endorsement. Evidencing in the required insurance. The Proposer shall provide the City written notice of cancellation, non-renewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change. **The City reserves the right to increase insurance coverage as determined for higher risk contracts and shall reimburse the Contractor for the reasonable additional costs of increased coverage.**

Standard Insurance Requirements			
	Insurance	Standards	Additional Requirements
<input type="checkbox"/> <b>Required</b>	<u>Workers' Compensation</u> The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. <b>The City will not accept elective exemptions.</b> Any contractor using an employee leasing company shall complete the Leased Employee Affidavit (Exhibit A).	<u>Contract Amount Limits</u> Up to \$10 million Statutory/\$500,000 \$10 - \$20 million Statutory/\$1,000,000  Contracts over \$20 million to be determined by the City.	<input type="checkbox"/> If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. <input type="checkbox"/> If vessels involved, Jones Act coverage with limits of \$500,000 required.
<input type="checkbox"/> <b>Required</b>	Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$1,000,000 occurrence \$1,000,000 aggregate	<input type="checkbox"/> When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
<input type="checkbox"/> <b>Required</b>	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	<u>Limits:</u> Auto Liability Body Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate	
Additional Insurance Requirements			
<input type="checkbox"/>	Property Insurance Builders Risk.  <u>Additional Coverage:</u>	Limits: Buildings - Completed value of Contract.  "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
<input type="checkbox"/> <b>Required</b>	Professional Liability	Limits: Coverage - \$1,000,000	
<input type="checkbox"/>	Installation Floater (IT)	Limits: Coverage - \$ <u>To be determined.</u>	
<input type="checkbox"/>	Contractor Pollution Liability	Limits: Coverage - \$1,000,000	
<input type="checkbox"/> <b>Required</b>	Errors and Omissions	Limits: Coverage - \$1,000,000	
<input type="checkbox"/>	Umbrella Policy	Limits: Coverage - \$ <u>To be determined.</u>	
<input type="checkbox"/> <b>Required</b>	Payment and Performance Bond Required	Limits: Coverage - Equal to amount of Contract.	
<input type="checkbox"/>	City Manager waives Payment and Performance Bond for work under \$25,000.00.		
<input type="checkbox"/>	Unless otherwise required by law, City Manager waives Insurance for FOB goods under \$25,000.00.		



**45. INVOICES AND PAYMENTS**

All invoices shall be sent to: City of Port Orange, Accounts Payable, P.O. Box 291759, Port Orange, Florida, 32129. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of merchandise and a proper invoice. The City will attempt to pay within fewer days if Proposer offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Proposers should state any payment discount in the space provided on the proposal form for construction services.

**46. IRREVOCABILITY OF RESPONSES**

Each Proposer agrees that Responses shall remain open until the effective date not to exceed 90 days after selection, shall not be subject to revocation or withdrawal, and shall be subject to the City Council's acceptance of a contract with the Proposer.

**47. LATE SUBMISSIONS, LATE MODIFICATIONS AND LATE WITHDRAWALS**

Responses received after the Response Due Date and time are late and shall not be considered. Modifications received after the Response Due Date are also late and shall not be considered. Letters of withdrawal received after the Response Due Date are late and shall not be considered. Letters of withdraw received after contract award shall be deemed a breach of contract, subject to penalties as set forth in the contract and Solicitation.

**48. LEGAL REQUIREMENTS**

Applicable provision of all federal, state, county and local laws, and all ordinances, rules, and regulations shall govern development, submittal and evaluation of all Responses received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a response to a Solicitation hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any Proposer shall not constitute a cognizable defense against the legal effect thereof.

Upon execution of a contract, the successful Proposer shall hold harmless, indemnify and defend the City of Port Orange, its members, officials, officers and employees against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, attorneys' fees and court costs) arising out of or incidental to the performance of the Contract, whether or not due to or caused by negligence of the City of Port Orange, its members, officials, officers or employees. This Contract requirement shall be reflected in the insurance coverage certificate.

**49. LICENSES, PERMITS AND TAXES**

The Proposer shall comply with all rules, regulations, laws and permitting requirements of the City, Volusia County, the State of Florida, and the United States Government now in force or hereafter to be adopted. The Proposer shall abide by all ordinances and laws pertaining to his operations and shall secure, at his expense, all licenses and permits necessary for construction and operation.

**50. LITERATURE (if applicable)**

If no brand, model or make is specified, Proposers shall submit descriptive literature and technical data, fully detailing all features, designs, construction, appointments, finishes and the like not covered in the specifications, necessary to fully describe the equipment, material, and/or services he proposes to furnish.

51. **LOCAL PREFERENCE**

In accordance with City of Port Orange City Code 2-275, except where federal or state law, or any other funding source, mandates to the contrary, the City shall give preference to local businesses in the following manner:

- A. Request for proposals, qualifications or other qualitative submittal(s). In any ranking conducted pursuant to a request for proposals, qualifications, or other qualitative submittal(s) where the Proposers are rated by a point system, local businesses shall be granted the following preference:
  - 1. Port Orange business shall be granted up to eight (8) percent of the available points.
  - 2. Volusia County business shall be granted up to five (5) percent of the available points.
  - 3. Florida business shall be granted up to three (3) percent of the available points.
  - 4. Tied bid preference. In case of a tie between a local business and a non-local business, the local business shall prevail. In case of a tie between two or more local businesses, the following order of preference shall control: first priority to Port Orange business, second priority to Volusia County business, and third priority to Florida business.
- a) Misrepresentation prohibited; penalty. Any business that misrepresents the local preference status of its firm in a proposal or bid submitted to the city shall lose the privilege to claim preference status and shall lose eligibility to claim local preference status for a period of one year.
- b) Local preference not required. This section shall not be deemed to require the granting of a local preference, and nothing herein prohibits the award of a contract to a non- local business where such award is in the public interest.
- B. Definitions. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

**Port Orange Business** means a business having its headquarters and principal place of business within the City of Port Orange at least twelve (12) months prior to the bid or proposal opening date, as evidenced by a valid business tax receipt or such other documentation, to the City's satisfaction, demonstrating the physical business presence of the firm within the limits of the City of Port Orange.

**Volusia County Business** means a business having its headquarters and principal place of business within the County of Volusia, and not within the City of Port Orange, at least twelve (12) months prior to the bid or proposal opening date, as evidenced by a valid business tax receipt or such other documentation, to the City's satisfaction, demonstrating the physical business presence of the firm within the limits of Volusia County.

**Florida Business** means a business having its headquarters and principal place of business within the State of Florida, and not within Volusia County, at least twelve (12) months prior to the bid or proposal opening date, as evidenced by a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within the limits of the State of Florida.



**52. NON-DISCRIMINATION**

There shall be no discrimination as to race, color, religion, gender, age, marital status, national origin, ancestry, and physical or mental disability in the operations conducted under this contract. Included as applicable activities by the contractor under this section are the solicitation for or purchase of goods or services, or the subcontracting of work in performance of this contract.

**53. NON-EXCLUSIVITY OF CONTRACT**

The selected Proposer understands and agrees that any resulting contractual relationship is non-exclusive, and the City of Port Orange reserves the right to seek similar or identical services elsewhere if deemed in the best interest of the City of Port Orange.

**54. NON-PERFORMANCE**

Failure to meet the expected quality of workmanship, schedule, or other criteria agreed upon, shall be considered a default. In case of default, the City may procure the required services from other sources and hold the Consultant responsible for any excess costs occasioned thereby and may immediately cancel the contract.

**55. NOTICE TO CONTRACTOR**

The employment of unauthorized aliens by any contractor is considered a violation of Section 274A (e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

**56. OPTIONAL CONTRACT USAGE**

As provided in Section 287.042(16), Florida Statutes, State of Florida agencies may purchase from a contract resulting from this solicitation, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the State. Contractor(s) may sell such commodities or services certified by the Division to State of Florida agencies at the contractor's option.

**57. PRE-PROPOSAL CONFERENCE**

The Purchasing Manager shall determine if a pre-proposal conference is required and provide the date, time and location in the Solicitation legal advertisement and Solicitation requirements. The conference shall normally be held in the Council Chambers, located on the first floor of City Hall, 1000 City Center Circle, Port Orange, Florida. A site visit may be included and shall immediately follow. Attendance to the pre-proposal conference is non-mandatory. The representative of each Proposer shall be an authorized employee of the Proposer and shall sign in accordingly.

**58. POSTPONEMENT / CANCELLATION / WAIVER OF IRREGULARITIES**

The City may, at its sole and absolute discretion, reject any and all, or parts of, Responses; re-advertise the Solicitation for new Responses; postpone or cancel, at any time, the Solicitation process; or waive any irregularities in the Solicitation or in the Responses received as a result of the Solicitation, or to accept that Response which best serves the interest of the City.

**59. PROPRIETY INFORMATION**

Upon receipt by the City, responses to Solicitations, become public records subject to the provisions Florida's state policy on public records, Section 119, Florida Statutes. If you believe that any portion of your response is exempt, you should clearly identify the specific documents

for which confidentiality is claimed and provide specific legal authority of the asserted exemption. Any financial statement that an agency requires a prospective Proposer to submit in order to prequalify for responding to a proposal for a road or any other public works project is exempt from Section 119.07, Florida Statutes, and Article I, 24(a), Florida Constitution.

**60. PROTECTION**

Precaution shall be exercised at all times for the protection of persons, (including employees) and property. All existing structures, utilities, services, roads, trees, shrubbery, etc. shall be protected against damage or interrupted service at all times by the Proposer during the term of contract, and the Proposer shall be held responsible for any damage to the property occurring by reason of his operation on the property.

**61. PUBLIC ENTITY CRIMES**

In accordance Section 287.133 (2)(a), Florida Statutes: A person or affiliate who has been placed on the convicted Proposer 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 Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 Months from the date of being placed on the convicted Proposer list.

**62. PUBLIC RECORDS COMPLIANCE**

Contractor shall comply with public records laws as set forth in Section 119, Florida Statutes, and shall specifically:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
- b. Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d. Meet all requirements or retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

The failure of Contractor to comply with a public records request shall constitute a material breach of the contract.

**63. PUBLIC RECORDS/PUBLIC MEETINGS EXEMPTION STATEMENT**

Section 119.071(1)(c), Florida Statutes: **Any financial statement that an agency requires a prospective Proposer to submit in order to prequalify for responding to a proposal for a road**



or any other public works project is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. On June 2, 2011, Governor Scott signed HB 7223 into law. This new legislation amends Florida's Public Records and Sunshine Laws, by expanding "exemptions" applicable to bids, proposals and replies to sealed competitive solicitations, and closes evaluation meetings from the public in certain instances. First, Section 119.071, Florida Statutes was amended to provide that sealed bids, proposals, or replies received by a Florida public agency shall remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier. This means that Proposers will not be able to procure a copy of their competitor's proposals until an intended decision is reached, or 30 days has elapsed since the time of the bid opening. The prior version of the law provided for a 10-day exemption. Next, Section 286.0113, Florida Statutes was amended to provide that meetings of persons appointed to evaluate proposals and negotiate contracts shall be closed in certain circumstances. Specifically, portions of such meetings may now be closed to the public during oral presentations made by a Proposer, or where a Proposer answers questions. In other words, neither Proposers, nor the public will be permitted to sit in on meetings, unless this exemption is waived by the City Council, wherein their competitors are making presentations or discussing their bid or proposal with the committee members. The portions of these meetings must still be recorded and are subject to disclosure at the time of an intended award decision or within 30 days of the bid or proposal opening, whichever is earlier. Portions of the meetings that do not involve presentations, questions and answers, or negotiation strategy or negotiation sessions are still open to the public and competing Proposers, but the new law limits public attendance to portions of such meetings.

**64. QUESTIONS, INTERPRETATIONS**

Questions regarding interpretation of Responses, Solicitation results or Solicitation awards shall be directed in writing to the Purchasing Division and referenced by the Solicitation number no later than the last day for questions as specified in the Solicitation documents. The City of Port Orange shall not be responsible for oral interpretations given by any City personnel or representative or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

**65. RECORDS/AUDIT**

The Proposer shall maintain records sufficient to document their completion of the scope of services as a public record and as a requirement of the Contract. At all reasonable times, these records, unless exempt or confidential, shall be subject to review, inspection, copy and audit by persons duly authorized by the City. These records shall be kept for a minimum of three (3) years after completion of the Contract and in accordance with the requirements of public records retention as prescribed by general law. Records which relate to any litigation, appeals or settlements of claims arising from performance under this requirement shall be made available until a final disposition has been made of such litigation, appeals, or claims.

**66. REQUEST FOR ADDITIONAL INFORMATION**

Prior to the final Solicitation selection, Proposers may be required to submit additional information which the City may deem necessary to further evaluate the Proposer's qualifications to perform under the terms of the Solicitation and subsequent Contract.

**67. REVIEW OF RESPONSES/SUBMISSIONS**

Each Response will be reviewed to determine if the Response is responsive to the submission requirements outlined in the Solicitation. A responsive Response is one which follows the requirements of the Solicitation, includes all required documentation, is submitted in the format

outlined in the Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem your Response non-responsive.

**68. RIGHT OF NEGOTIATION RFP/RFSQ/ITN (N/A for ITBs)**

The City reserves the right to negotiate with the selected Proposer the exact terms and conditions of the Contract.

**69. RIGHT OF WITHDRAWAL**

A bid, proposal, statement, or reply may not be withdrawn before the expiration of ninety (90) days from the Response due date.

**70. RIGHTS TO SOLICITATION SUBMITTED MATERIAL**

All Responses, inquiries, or correspondence relating to or in reference to a Solicitation, and all reports, charts, and other documentation submitted by Proposers shall become the property of the City when received.

**71. RULES, REGULATIONS AND LICENSING REQUIREMENT**

The Proposers shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Proposers are presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

**72. SEPARATION AND DISTRIBUTION**

The Solicitation has been designed for transmittal as a complete document to interested parties. It is recommended that it not be separated; however, it may be reproduced in its entirety as additional distribution might dictate.

**73. SEVERABILITY**

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

**74. SIGNATURE REQUIRED**

All Responses must show the company name and be signed by a company officer or employee who has the authority to bind the company or firm by their signature. UNSIGNED RESPONSES WILL BE REJECTED. All manual signatures must be original - no rubber stamp, photocopy, etc.

**75. SIGNED RESPONSE CONSIDERED AN OFFER**

The signed Response is considered an offer on the part of the Proposer, which offer shall be considered accepted upon approval by the City of Port Orange City Council (if required). The City of Port Orange will issue a purchase order or a letter of authorization to the successful Proposer, as authorization for delivery of the items awarded subject to requirements of detailed specifications and those contained herein. In the event of default on the part of the Proposer after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.



**76. SOLICITATION FORM COMPLETION, SUBMISSION AND RECEIPT OF RESPONSES**

Unless otherwise specified, Proposer shall use the Solicitation forms supplied by the Purchasing Division. Responses shall be typewritten or handwritten in ink and shall bear the original signature of the Proposer's authorized representative. Responses containing erasures or corrections must be initialed by the Proposer in ink. Responses shall be submitted by mail or hand delivery only. No Response will be accepted by facsimile transmission, e-mail or other electronic delivery. Responses submitted by mail shall be addressed to: Michael Hall, Buyer, Purchasing Office, a division of the Finance Department, Port Orange City Hall, 1000 City Center, Port Orange, Florida 32129. Responses submitted by hand delivery shall be delivered to: City Clerk, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129. Responses will be accepted until 1:30 P.M. on the date indicated in the Solicitation documents or as addenda issued by the City. One (1) sealed envelope or package shall be submitted. The sealed envelope/ package must contain the required forms and price proposals, where applicable, and will be evaluated and deemed responsive or non-responsive. All Responses deemed non-responsive will be returned to the Proposer and will not be opened.

Proposals (Envelope/Package) shall contain one (1) original and one (1) digital ( D or flash drive) PDF version unless otherwise indicated in the legal advertisement and shall be mailed or delivered as set forth in the preceding paragraph in one (1) SEALED ENVELOPE/PACKAGE. The envelope/package shall be clearly marked on the outside to include the project name, proposal number and name of the Proposer.

**77. STATE LICENSING REQUIREMENTS**

All entities defined under Chapters 607, 608, 617 or 620, Florida Statutes, seeking to do business with the City shall be on file and in good standing with the State of Florida's Department of State. Prior to making an offer, the Proposer shall have met the license, certification, and any other requirements of the state, county, city and/or other agency of authority with jurisdiction in such matters and should provide copies of documentation that evidence such qualifications with the response to the Solicitation; and, that the Proposer shall provide follow-up evidence that the Proposer maintains such credentials throughout the period of the agreement. A copy of a current certificate of authority from the Secretary of State authorizing the Proposer/Responder to do business in the State of Florida, or other evidence of legal authority to do business in the state, county, city and/or any other agency of authority should be provided with your response to the Solicitation. Information concerning certification with the Secretary of State may be obtained at <http://ccfcorp.dos.state.fl.us/index.html>. Contract documents shall be executed by the entity's duly authorized officer as evidence by entity records.

**78. SUBCONTRACTING**

The Proposer will not sub-contract or enter into any subcontracting agreements pertaining to this contract, without obtaining written approval from the City of Port Orange.

**79. TAXES**

The City of Port Orange is exempt from all federal excise, state and local taxes unless otherwise stated in this document. A Tax Exemption Certificate will be furnished upon written request to the City of Port Orange Purchasing Division.

**80. TERMINATION**

The City of Port Orange reserves the right to terminate the contract for default if the Proposer breaches any of the terms therein, including warranties of the Proposer or if the Proposer becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which the City of Port Orange may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to the City's satisfaction and/or to meet all other obligations and requirements. The City may cancel the Contract at any time for breach of contractual obligations by providing the Proposer with a written notice of such cancellation. Should the City exercise its right to cancel the contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Proposer.

**81. TERMINATION NOTICE**

Either party may cancel the contract at any time after award, unless otherwise specified. The City shall be required to give the Proposer notice thirty (30) days prior to the date of cancellation of the contract. The Proposer shall be required to give the City written notice sixty (60) days prior to the date of cancellation of the contract. The City of Port Orange may terminate the contract without cause upon thirty (30) days written notice.

**82. USE OF SOLICITATION FORMS**

The Proposer shall complete the appropriate Solicitation Form(s) included in the Solicitation. All blanks on the Solicitation Forms shall be completed. If a question or confirmation is not applicable, it should be answered with an "N/A."

Supplemental information may be attached to the Solicitation Forms. Failure to fully complete the appropriate Solicitation Forms may result in disqualification of the Response.

If additional space for a response is required, attach an additional page to the page on which the question is stated. Clearly identify the number of the question to which the response is attached. Further, if additional Solicitation Form pages are needed, photocopy or replicate as appropriate, and attach such additional pages to the page on which the question or chart is stated.

The signature of the Authorized Person or Entity must be that of an officer, partner or a sole proprietor of the entity making the Response. The original Response, and each copy submitted shall contain an original signature on the Proposer's Acknowledgement Form contained in each Solicitation.

**83. VARIANCES**

For purposes of Response evaluation, Proposers must indicate any variances, no matter how slight, contained in the Response. No variations or exceptions by a Proposer will be considered or deemed a part of the Response submitted unless such variances or exceptions are listed in the Response and referenced in the space provided on the Response pages. If variances are not stated, or referenced as required, it will be assumed that the product or service complies with the City's terms, conditions and specifications. By receiving a Response, the City does not necessarily accept any variances contained in the Response. All variances submitted are subject to review and approval by the City. If any Response contains material variances that, in the City's sole opinion, make that Response conditional in nature, the City reserves the right to reject the Response or part of the Response that is declared, by the City, as conditional.



**84. WAIVER OF IRREGULARITIES**

The City of Port Orange reserves the right to waive and/or reject any non-substantial irregularity in Responses received whenever such waiver or rejection is in the best interest of the City and/or it does not meet the minimum requirements set forth. All reasonably responsive Responses will be considered. However, the City reserves the right to waive formalities or informalities in Responses, to reject, with or without cause, any or all Responses or portions of Responses, or to interview or not interview individual Proposers, and to accept any Responses or portions of Responses deemed to be in the best interest of the City. The city council shall grant the City Manager to waive any and all non-substantial irregularities in any and all formal Solicitations. (Code 1981, § 8-29; Ord. No. 2015-17, § 1, 5-19-2015)

**[Remainder of this page left intentionally blank]**

## **SECTION 6 – SPECIAL CONDITIONS**

### **PERIOD OF OFFER VALIDITY:**

Proposal offered in this RFP must remain firm for a period of ninety (90) days from the RFP opening date.

### **CONTRACT TERMS:**

The term of the contract shall be from the notice to proceed. Final completion will be One Hundred & Twenty (120) days maximum from the Notice to Proceed.

**No subcontractor is allowed without written approval from the City of Port Orange.**

### **WARRANTY:**

All goods and services furnished by the Responder, relating to and pursuant to this RFP will be warranted to meet or exceed the Specifications contained herein. In the event of breach, the Responder will take all necessary action, at the Responder's expense, to correct such breach in the most expeditious manner possible.

### **LICENSES AND PERMITS:**

Contractor is responsible for all applicable local and state licenses, permits and fees.

### **INSURANCE:**

**See Section 5, Page 25 for Insurance Requirements.**

### **ELIGIBILITY OF PROPOSER:**

To be eligible to respond to this RFP, the Proposer must have the ability to prove in their submission that they meet all qualifications and working experience with the services as described in the RFP.

### **BID BONDS:**

A certified check or bank draft, payable to the City of Port Orange, Florida or a satisfactory bid bond executed by the Bidder and an acceptable surety, in an amount equal to five percent (5%) of the bid shall be submitted with each bid.

### **PAYMENT & PERFORMANCE BONDS:**

Upon award, the successful bidder will also be required to furnish and pay for a satisfactory contract one hundred percent (100%) Payment and Performance Bond to be recorded by the City, with the Clerk of the Circuit Court, Volusia County, Florida and to enter into a contract for services with the City of Port Orange. After recording, the City will furnish to the contractor the recording information for the bond to evidence that the contractor has met the requirement of Florida law. The City will bill the cost of recording to the contractor.

**[Remainder of this page left intentionally blank]**



## **SECTION 7 – PROPOSAL SUBMITTAL & REQUIREMENTS**

Proposals shall include all of the information solicited in this RFP, and any additional data that the respondent deems pertinent to the understanding and evaluation of the proposal. The respondent 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.

Submittal of a proposal shall constitute the Proposer's agreement and intent to follow and adhere to all statements, offerings and monetary incentives contained within this proposal.

The sections of the submitted Proposals that will be scored during the evaluation process are identified with the maximum attainable points. Additional areas used for awarding evaluation points are addressed in "Section 8 – Evaluation of Proposals."

In conjunction with other material and information requested in the RFP, all Proposers responding to this solicitation shall provide one (1) original, and one (1) identical digital version in pdf format on CD or USB flash/thumb drive. The digital version **must** be an identical copy of the fully signed original submission. All required attachments are to be in 8 ½" by 11" format, clearly legible, tabbed and bound in the following order:

### **TABLE OF CONTENTS:**

The Table of Contents should outline in sequential order the areas of submittal. All pages, including enclosures, must be clearly and consecutively labeled and/or numbered and correspond to the Table of Contents.

### **STATEMENT OF INTEREST:**

The responding firm will provide a letter, on letterhead, not exceeding two (2) pages, which serves as a statement of interest and introduction to the submittal. The Statement of Interest shall show the RFP number and title. This letter must be signed by the person authorized to bind the firm, company, or corporate entity. The Statement of Interest should also include the name and contact information of a customer contract manager who will serve as the main point of contact for all issues related to the services performed under the scope of this RFP.

### **CONTRACTOR'S (AND PROJECT MANAGER'S) QUALIFICATIONS AND EXPERIENCE:**

- Legal name and principal office address.
- Telephone number and e-mail address.
- State of incorporation of the entity.
- List of names and addresses of the primary owners/board members.
- Name of agent who is authorized to negotiate with the City of Port Orange.
- List of currently or previously performed projects of similar work.
- Provide a summary of qualification and experience of providing installation, configuration, maintenance of facility security, access control, and surveillance cameras.

### **DESIGNER'S (AND PROJECT MANAGER'S) QUALIFICATIONS AND EXPERIENCE:**

- Legal name and principal office address.
- Telephone number and e-mail address.
- State of incorporation of the entity.
- List of names and addresses of the primary owners/board members.
- Name of agent who is authorized to negotiate with the City of Port Orange.
- List of currently or previously performed projects of similar work.
- Provide a summary of qualification and experience of providing installation, configuration, maintenance of facility security, access control, and surveillance cameras.

### **BUSINESS LICENSES/SUNBIZ:**

- Include copy of license to do business in the State of Florida or Sunbiz report showing your company registered as "Active." or appropriate qualified commercial entity licensed in the area specified in the scope of work
- Include a copy of any and all professional licenses and certifications as required to perform the services described herein and of the professional licenses for each team member.

### **FINANCIAL STABILITY/LITIGATION and DEBARMENT HISTORY:**

- All Respondents shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year. A third party prepared financial statement and the latest Dunn & Bradstreet report will be accepted in lieu thereof.
- It is essential that the Proposer clearly demonstrates the financial ability to reliably deliver services. This Tab shall contain information on the nature and magnitude of any litigation or proceeding whereby, during the past five (5) years, a court or any administrative agency has ruled against the firm in any matter related to the professional activities of the firm.  
This shall include any class actions within your company where named, industry investigations by the Attorney General, in addition to individual cases.
- This Tab shall contain information on the nature and magnitude of any debarment or proceeding during the past five (5) years against the firm in any matter related to the professional activities of the firm.
- This shall include any debarment actions against your company by the City or other public entity.
- Respondent must indicate whether any contract awarded by another government agency has been terminated in default or convenience.
- Respondent has a continuing duty to inform the City of any new claims filed against the Respondent.
- A copy of the most recent external peer review report and any letter of comment.

### **REFERENCES:**

Include all required City of Port Orange forms. **FAILURE TO PROVIDE ALL INFORMATION** listed on each form may result in the rejection of your proposal or a reduction in evaluation points. Required forms include:

- Provide a minimum of three (3) and a maximum of five (5) Client References (**DO NOT INCLUDE THE CITY OF PORT ORANGE AS REFERENCES**) within the last five (5) years for the services described in this RFP. Include the name and type of entity, the contact name, email address and telephone number of the public officer in charge of the contract, and the years in which the services have been provided.

***The information provided under this tab, must be current and the City must be able to contact references for verification as part of the evaluation process.***

- All reference contact information MUST be verified as current by the Proposer prior to submittal. References which cannot be verified using the provided contact information will receive no points under the evaluation criteria.
- Below is a sample of the verification questions that may be used:
  1. Did they meet the terms of the contract?
  2. Was the project completed on time and within budget?
  3. Did they respond in a timely manner to calls, requests, etc.?
  4. Did they provide adequate staff to take care of the needs of your company/agency?
  5. In your previous projects, were there any change orders? If so, how many?



**REQUIRED FORMS:**

Include all required City of Port Orange forms. **FAILURE TO PROVIDE ALL INFORMATION** listed on each form may result in the rejection of your proposal or a reduction in evaluation points. Required forms include:

- Form 9.1 Proposal Submittal Checklist
- Form 9.2 Proposer's Acknowledgement Form
- Form 9.3 Addendum and Change Order Procedure Acknowledgement Form
- Form 9.4 Drug-Free Preference Statement
- Form 9.5 Sworn Statement on Public Entity Crimes
- Form 9.6 Affidavit of Anti-Collusion Form
- Form 9.7 Statement of Qualifications
- Form 9.8 Professional References for Previous Experience
- Form 9.9 Local Business Affidavit of Eligibility
- Form 9.10 Listing of Subcontractors
- Form 9.11 Certificate as to Corporate Principal

**[Remainder of this page left intentionally blank]**

## **SECTION 8 – EVALUATION OF PROPOSALS**

### **EVALUATION CRITERIA:**

- A. **CONTRACTOR’S (& PROJECT MANAGER’S) QUALIFICATIONS AND EXPERIENCE:** (Maximum - 15 points)
- B. **DESIGNER’S (& PROJECT MANAGER’S) QUALIFICATIONS AND EXPERIENCE:** (Maximum - 15 points)
- C. **PROJECT MANAGEMENT PLAN:** (Maximum - 10 points)
- D. **QUALITY CONTROL PLAN:** (Maximum - 10 points)
- E. **PROJECT SCHEDULE:** (Maximum - 10 points)
- F. **DESIGN CONCEPT:** (Maximum - 40 points)
  - a) Meeting Program Requirements
  - b) Choice and Quality of Materials used “Theme” Design

Firms submitting the required criteria will have their proposals evaluated and scored for quality of response, qualifications, experience, including implementation and cost. The following represents the principal selection criteria, which will be considered during the evaluation process. Criteria will be weighted based on 100% of total value. Category Scores listed below are the maximum number of points to be awarded per each evaluator.

### **EVALUATION CRITERIA FOR WRITTEN PROPOSALS**

### **CATEGORY SCORE**

<b>CONTRACTOR’S (&amp; PROJECT MANAGER’S) EXPERIENCE and QUALIFICATIONS.....</b>	<b>(15 points)</b>
<b>DESIGNER’S (&amp; PROJECT MANAGER’S) EXPERIENCE and QUALIFICATIONS .....</b>	<b>(15 points)</b>
<b>PROJECT MANAGEMENT PLAN.....</b>	<b>(10 points)</b>
<b>QUALITY CONTROL PLAN .....</b>	<b>(10 points)</b>
<b>PROJECT SCHEDULE .....</b>	<b>(10 points)</b>
<b>DESIGN CONCEPT .....</b>	<b>(40 points)</b>
<b>Total Maximum Points</b>	<b>(100 points)</b>

---

#### **BONUS POINTS: Local Preference per Ordinance Sec. 2-275**

- *Port Orange Business: eight percent of available points (8 points)*
- *Volusia County Business: five percent of available points (5 points)*
- *Florida Business: three percent of available points (3 points)*



Please note that prices may be negotiated in the best interest of the City after the scoring is completed.

#### **RFP EVALUATION SCHEDULE:**

Refer to the Timeline in Section 2 of the RFP document regarding proposed evaluation date(s) and time(s).  
*The City reserves the right to alter dates as needed.*

#### **EVALUATION PROCEDURE:**

The Evaluation Committee is comprised of City staff and **may** include City Council Member who will evaluate, and rank proposals based on a weighted score point formula. All interested professionals are hereby cautioned **not** to contact any staff or Council member of the City of Port Orange, or any member of the Evaluation Committee. Any and all questions should be made through the Purchasing Manager and any attempts to lobby or persuade through any other channels may result in disqualification.

All proposals will be subject to a review and evaluation process. It is the intent of the City that all Proposers 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. The committee may choose to conduct an oral interview with each finalist.

The City's evaluation criteria, as identified above, for written proposals will include consideration of, but will not be limited to the following:

1. Responsiveness of the proposal related to the Scope of Services;
2. The ability, capability and skill of the Proposer to perform the contract, including the range of services offered.
3. Whether the provider can perform the contract within the time specified without delay or interference.
4. The quality, availability and adaptability of the supplies or contractual services to the particular use required;
5. The character, integrity, reputation, judgment, experience and efficiency of the Proposer;
6. Professional licensure required when service of a skilled nature is required by law to perform such service and/or skill;
7. The quality of performance of previous contracts;
8. The number and scope of conditions attached to the bid or proposal;
9. Responsiveness of client references;
10. Net costs.
11. Local preference policy (if applicable)

#### **FORMAL ORAL PRESENTATIONS/INTERVIEWS in person(Required):**

The City has chosen to conduct oral interviews with or receive oral presentations from one or more of the Proposers. The City is requiring oral interviews and/or presentations, such interviews or oral presentations will not be open to the public pursuant to the conditions set forth in Florida Statute § 286.0113. If oral presentations or interviews are held the following guidelines will be used:

The City's Purchasing Division will establish the schedule and Proposers will be notified via [www.demandstar.com](http://www.demandstar.com) at least five (5) calendar days in advance of the date, time and place of the presentations.

The City will allot equal time for each Proposer divided into two sequential parts: formal presentations and questions and answers. The times allotted are maximums and no Proposer will be penalized for using less than the allotted time.

**FINAL RANKING AND RECOMMENDATION FOR AWARD:**

After oral presentations are completed, the Evaluation Committee will score the presentations for qualifications, experience, engagement approach, and schedule to determine a final ranking of the short-listed Proposers considered to be most capable of performing the required project in the best interest of the City. The following represents the principal selection criteria, which will be considered during the evaluation process. Criteria will be weighted based on 100% of total value. Category Scores listed below are the maximum number of points to be awarded per each evaluator.

<b><u>EVALUATION CRITERIA FOR ORAL PROPOSALS</u></b>	<b><u>CATEGORY SCORE</u></b>
<b><i>CONTRACTOR’S (&amp; PROJECT MANAGER’S) EXPERIENCE and QUALIFICATIONS.....</i></b>	<b><i>(15 points)</i></b>
<b><i>DESIGNER’S (&amp; PROJECT MANAGER’S) EXPERIENCE and QUALIFICATIONS .....</i></b>	<b><i>(15 points)</i></b>
<b><i>PROJECT MANAGEMENT PLAN.....</i></b>	<b><i>(10 points)</i></b>
<b><i>QUALITY CONTROL PLAN .....</i></b>	<b><i>(10 points)</i></b>
<b><i>PROJECT SCHEDULE .....</i></b>	<b><i>(10 points)</i></b>
<b><i>DESIGN CONCEPT .....</i></b>	<b><i>(40 points)</i></b>
<b><i>Total Maximum Points</i></b>	<b><i>(100 points)</i></b>

**BONUS POINTS: Local Preference per Ordinance Sec. 2-275**

- *Port Orange Business: eight percent of available points (8points)*
- *Volusia County Business: five percent of available points (5points)*
- *Florida Business: three percent of available points (3 points)*

The Evaluation Committee’s final ranking will be provided to the Purchasing Manager to read aloud. The City’s Project Manager will provide a notice of intent to award to the Purchasing Manager. The intent to award will be posted on [www.demandstar.com](http://www.demandstar.com) The City project manager will create an agenda item recommending award to the City Council. City Council’s decision will be final.

**[Remainder of this page left intentionally blank]**

## **SECTION 9 – REQUIRED FORMS**

### **FORM 9.1 – PROPOSAL SUBMITTAL CHECKLIST**

- _____ Form 9.2 – Proposer’s Acknowledgement
- _____ Form 9.3 – Addendum and Change Order Procedure Acknowledgement
- _____ Form 9.4 – Drug Free Preference Statement
- _____ Form 9.5 – Public Entity Crimes Statement
- _____ Form 9.6 – Affidavit of Anti-Collusion
- _____ Form 9.7 – Statement of Qualifications
- _____ Form 9.8 – Professional References for Previous Experience
- _____ Form 9.9 – Local Business Affidavit of Eligibility
- _____ Form 9.10 – Listing of Subcontractors
- _____ Form 9.11 – Certificate as to Corporate Principal
- _____ Bid Bond
- _____ Copy of License (Contractor, Sunbiz, etc.)
- _____ Submission of one (1) original marked “ORIGINAL” and one (1) digital (CD or flash drive) version in PDF format.

BY: _____  
Name of Business

_____  
Authorized Signature

_____  
Date

***This document must be completed and returned with your Submittal***



## **FORM 9.2 – PROPOSER’S ACKNOWLEDGEMENT FORM**

I have carefully examined the Request for Proposals (RFP), Instructions to Proposers, General and/ or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Request for Statement of Qualifications at the prices or rates as finally negotiated. I agree that my Proposal will remain firm for a period of up to ninety (90) days in order to allow the City of Port Orange adequate time to evaluate the proposed Proposal. Furthermore, I agree to Proposal by all conditions of the Request for Proposals.

I certify that all information contained in this Proposal is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this Proposal on behalf of the Proposer/Contractor as its act and deed and that the Proposer/Contractor is ready, willing and able to perform if awarded the contract.

I further certify that this Proposal is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a Proposal for the same product or service; no officer, employee or agent of the City of Port Orange City Council or of any other Proposer interested in said RFP; and that the undersigned executed this Proposer’s Acknowledgement with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the RFP.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the “work” will be performed in strict accordance with such requirements and understands that any exceptions to the requirements of the specifications and documents may render the Proposal non-responsive.

### **NO EXCEPTIONS ALLOWED AFTER THE PROPOSAL IS SUBMITTED:**

Please check one:      ☐ I take NO exceptions.      ☐ Exceptions (list below; add additional pages if necessary):

_____  
_____

_____  
NAME OF BUSINESS

_____  
MAILING ADDRESS

_____  
AUTHORIZED SIGNATURE

_____  
CITY, STATE & ZIP CODE

_____  
NAME, TITLE, TYPED

_____  
TELEPHONE NUMBER / FAXNUMBER

_____  
FEDERAL IDENTIFICATION #

_____  
E-MAIL ADDRESS

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this day of _____, 20____ by _____, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires:

_____  
Notary Public

***This document must be completed and returned with your Submittal***

**FORM 9.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT**

**ADDENDUM ACKNOWLEDGEMENT**

I have carefully examined the Request for Proposals (RFP), Instructions to Proposers, General and/ or Special Conditions, Specifications, and any other documents accompanying or made a part of this Request for Statement of Qualifications.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the Proposal form.

Addendum # _____ Date: _____ Addendum # _____ Date: _____

Addendum # _____ Date: _____ Addendum # _____ Date: _____

**CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT**

If awarded the Contract for this Solicitation, I acknowledge that no oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

I acknowledge the following statement regarding Change Orders to the awarded Contract:

*****

_____  
Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____, by  
_____, as _____ of  
(NAME) (TITLE)

_____, and who:  
(NAME OF ORGANIZATION)

[Notary: Please select one]

is personally known to me; or

has produced _____ as identification.

_____  
Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

***This document must be completed and returned with your Submittal***

## FORM 9.4 – DRUG-FREE PREFERENCE STATEMENT

In order to have a drug-free workplace program, a business shall:

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 Proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 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 Section 287.087, Florida Statutes.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

STATE OF _____  
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____, by _____, as _____ of _____  
(NAME) (TITLE)

_____ and who:  
(NAME OF ORGANIZATION)

Name of Business _____  
By: _____  
Printed Name: _____  
Title: _____

[Notary: Please select one]

is personally known to me; or

has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

***This document must be completed and returned with your Submittal***



**FORM 9.5 – SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

(To be signed in the presence of notary public or other officer authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant _____, who, being by me first duly sworn, made the following statement:

1. The business address of _____ (name of Offeror or business) is _____.
2. My relationship to _____ (name of Offeror or business) is _____ (relationship such as sole proprietor, partner, president, vice-president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted Proposer list. The name of the convicted person or affiliate is _____. A copy of the order of the Division of Administrative Hearings is attached to this statement. (Draw a line through paragraph 7 if paragraph 6 above applies.)

_____  
Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____, by _____, as _____ of _____ and who:

[Notary: Please select one]

is personally known to me; or

has produced _____ as identification.

_____  
Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

***This document must be completed and returned with your Submittal***

**FORM 9.6 – ANTI-COLLUSION FORM**

**ANTI-COLLUSION STATEMENT PROPOSAL FORM:**

By signing this form, the Proposer agrees that this Proposal is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a Proposal for the same purpose and that the Proposal is in all respects fair and without collusion or fraud.

**SIGN** in ink in the space provided below. Unsigned Proposals will be considered incomplete, and will be disqualified, and rejected.

IT IS AGREED BY THE UNDERSIGNED PROPOSER THAT THE SIGNING AND DELIVERY OF THE PROPOSAL REPRESENTS THE PROPOSER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE PROPOSERS AND THE CITY OF PORT ORANGE.

NAME OF FIRM: _____

SIGNED BY: _____  
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED SIGNATURE: _____

TITLE: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE: _____ FAX: _____

COMPLETION TIME: _____

F.E.I.N. NUMBER: _____

**NO** Proposal may be withdrawn for a period of ninety (90) days subsequent to the submittal of the Proposals, without the consent of the City of Port Orange.

**NO PROPOSAL(REASON):** _____

_____

***This document must be completed and returned with your Submittal***

## **FORM 9.7 – STATEMENT OF QUALIFICATIONS**

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 9.7 is complete, true, and correct to the best of their knowledge and belief. If necessary, questions may be answered on separate paper and attached, with any additional information that may be pertinent.

- A. Name of Proposer.
- B. Permanent main office address.
- C. Date organized.
- D. If a corporation, where incorporated.
- E. How many years have you been engaged in the contracting business under your present firm or trade name?
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
- G. General character of work performed by your company.
- H. Have you ever failed to complete any work awarded to you? If so, where and why?
- I. Have you ever defaulted on a contract? If so, where and why?
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
- K. List your major equipment currently owned or leased.
- L. Experience in work similar to this type of project.
- M. Background and experience of the principal members of your organization, including the officers.
- N. Credit currently available: \$ _____
- O. Give bank reference: _____
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?
- Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Qualifications.

_____  
Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____, by _____, as _____ of _____ and who:

[Notary: Please select one]

is personally known to me or

has produced as identification.

_____  
Notary Public, State of _____

Printed, typed or stamped name, commission  
and expiration:

***This document must be completed and returned with your Submittal***



**FORM 9.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE**

The Proposer proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein.

**Please provide three (3) current and correct references from clients for similar services.**

**(Do not include the City of PortOrange)**

1. Company Name: _____  
Contact Person: _____  
City, State: _____  
Telephone Number: _____  
Email Address: _____  
Description of goods or  
Services provided: _____  
Contract Amount: _____  
Start/End Date of Contract: _____
2. Company Name: _____  
Contact Person: _____  
City, State: _____  
Telephone Number: _____  
Email Address: _____  
Description of goods or  
Services provided: _____  
Contract Amount: _____  
Start/End Date of Contract: _____
3. Company Name: _____  
Contact Person: _____  
City, State: _____  
Telephone Number: _____  
Email Address: _____  
Description of goods or  
Services provided: _____  
Contract Amount: _____  
Start/End Date of Contract: _____

***This document must be completed and returned with your Submittal.***

**LISTING OF PREVIOUS EXPERIENCE**

**Commercial Client List**

The Proposer proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. A minimum of three (3) projects must be listed below. The Owner reserves the right to check references and confirm information provided herein.

List all clients to whom you currently provide or have in the past provided **Design-Build Services** equal or similar to those required under the City's contract and as outlined in this Proposal package. A minimum of three (3) projects shall be listed below in order to Proposal on this contract. The Owner reserves the right to check references and confirm information provided herein.

	Contact Name	Phone	Current Client? Y or N	Number of years service provided	Description of service
1					
2					
3					

***This document must be completed and returned with your Submittal.***

**FORM 9.9 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY**

City of Port Orange

*This declaration is executed under penalty of perjury of the laws to the United States and State of Florida***THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:**

RFSQ/RFP/ITN/BID/CONTRACT/PROJECT #(as applicable): _____

BUSINESS NAME: _____ CONTACT PERSON/TITLE: _____ MAILING ADDRESS: _____

CITY-STATE-ZIP: _____ Length of Time at Address Provided: _____

Physical Presence of Business: ☐ Headquarters, ☐ Manufacturing Facility, or ☐ Locally Owned FranchiseAnd within Legal Boundaries: ☐ The City of Port Orange ☐ Volusia County ☐ The State of

Florida FEIN (Federal Employer Identification Number): _____

BUSINESS STRUCTURE: ☐ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship☐ Other(Specify): _____

PHONE NUMBER: _____ FAX: _____

EMAIL: _____

****Please attach a valid business tax receipt, or other such documentation****

## ATTESTATION – I understand that:

- In accordance with City Of Port Orange City Code 2-275, local businesses shall have five (5) business days from bid/proposal opening to submit a best and final bid for evaluation. To qualify: A Port Orange business initial bid must be within (8%) of the lowest and best responsible bid from a non-Port Orange business; A Volusia County business initial bid must be within (5%) of the lowest and best responsible bid from a Non-Volusia County business; A State of Florida business initial bid must be within (3%) of the lowest and best responsible bid from a non-State of Florida business.
- A local business must have its headquarters, manufacturing facility, or locally owned franchise located within the legal boundaries of the City of Port Orange, Volusia County, or the State of Florida, as indicated herein, for at least twelve (12) months prior to the bid or proposal opening date and a valid business license, issued by the corresponding government agency. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. Bidders shall attach to this affidavit of eligibility with a bid or proposal, a copy of a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within corresponding local limits.
- The preference does not apply to goods or services exempted by statute or prohibited by Federal law, State law, or other funding source restrictions.
- The preference established in this policy does not prohibit the right of the City, or other authorized purchasing authority, to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals.
- The information contained herein may be subject to verification.
- A Proposer who misrepresents the local preference status of its firm in a proposal or bid submitted to the City of Port Orange will lose the privilege to claim local preference status, and shall lose eligibility to claim local preference for a period of one (1) year. The City Manager may also recommend that the firm be referred for debarment.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

_____  
Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization, this _____ day of _____, 20____, by _____, as _____ of _____, a _____, He or she is _____ personally known or _____ produced _____ as identification.

_____  
Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

***This document must be completed and returned with your Submittal***



### **FORM 9.10 – LISTING OF SUBCONTRACTORS**

The Proposer proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. All subcontractors whose work product accounts for 5% or more of the total contract value shall be listed. Upon approval of subcontractors listed, the successful **Proposer shall not substitute subcontractors without approval from the Parks and Recreation Director.** Proposer shall attach additional sheets as necessary.

#### **Subcontractor No. 1**

Name: _____  
Description of Work: _____  
Percent of Contract Price: _____  
Previous Experience Together: Yes/No _____

#### **Subcontractor No. 2**

Name: _____  
Description of Work: _____  
Percent of Contract Price: _____  
Previous Experience Together: Yes/No _____

#### **Subcontractor No. 3**

Name: _____  
Description of Work: _____  
Percent of Contract Price: _____  
Previous Experience Together: Yes/No _____

#### **Subcontractor No. 4**

Name: _____  
Description of Work: _____  
Percent of Contract Price: _____  
Previous Experience Together: Yes/No _____

#### **Subcontractor No. 5**

Name: _____  
Description of Work: _____  
Percent of Contract Price: _____  
Previous Experience Together: Yes/No _____

***This document must be completed and returned with your Submittal***

**FORM 9.11 – CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, _____, certify that I am the _____ secretary of the corporation named as Principal in the within Bid Bond; that _____, who signed the said Bid Bond on behalf of the Principal, was then of said corporation; that I know his signature, and his signature thereto is genuine; and that said Bid Bond was duly signed, sealed and attested for in behalf of said corporation by authority of its governing body.

_____  
Signature

AFFIX CORPORATE SEAL

***This document must be completed and returned with your Submittal***

## AFFIDAVIT REGARDING WORKERS' COMPENSATION

### IMPORTANT

*This certificate must be completed and returned by the Awarded Vendor, upon issuance of a Notice of Intent to Award by the Purchasing Department of the City of Port Orange. Please note, the City of Port Orange does not accept exemptions for Workers' Compensation coverage.*

State of _____

County of _____

I, _____, being duly sworn according to law, deposes and says (it, he, she, they) have accepted the Workers' Compensation laws of the State of Florida, with its supplements and amendments and has insured (its, his, her, their) liability there under accordance with the terms of said Laws with the _____ Company, under the terms of Policy Number _____ for a period from _____, 20__ to _____, 20__.

WITNESS:

By: _____

Name: _____

CONTRACTOR:

Company: _____

By: _____

Name/Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization, this _____ day of _____, 20__, by _____, as _____ of _____, a _____.  
He or she is _____ personally known or _____ produced _____ as identification.

_____  
Notary Public, State of _____  
Printed, typed or stamped name, commission and expiration:



**LEASED EMPLOYEE AFFIDAVIT**

**EXHIBIT CONTRACT # _____**

☐ I hereby certify that I do not utilize an employee leasing company or employee leased employees. I further agree to notify the City in the event these circumstances change.

**OR**

☐ I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors or casual labor exposure.

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the City in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the City with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any City jobsite.

I further agree to notify the City if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: _____

Workers' Compensation Carrier: _____

A.M. Best Rating of Carrier: _____

Inception Date of Leasing Arrangement: _____

I further agree to notify the City in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the City that documents the change of carrier.

**I hereby attest that the information provided in this affidavit is accurate. In addition, I certify that I have read and understand the above statements regarding my responsibility under the Workers' Compensation coverage.**

Name of Contractor: _____

Signature of Owner/Officer: _____

Title: _____ Date: _____

## **BID BOND**

### **BID BOND**

Bond No.:

KNOW ALL MEN BY THESE PRESENTS that _____, as Contractor, duly authorized to conduct business in the State of Florida, whose principal place of business is located at _____, Tel.: _____, (hereinafter called "PRINCIPAL"), and _____, as SURETY, duly authorized to conduct business in the State of Florida, whose principal place of business is located at _____, Tel.: _____ (hereinafter called "SURETY"), are held and firmly bound unto the City of Port Orange, Florida, as CITY, a Florida municipal corporation, whose address is City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129, Tel.: (386) 506-5501, (hereinafter called "OBLIGEE" or "CITY"), in the penal sum of _____ dollars and (____)/100 (\$____), lawful money of the United States, for the payment of which sum shall and truly be made, whereof PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas the Principal has submitted the accompanying bid, dated _____, 20____, for:

**Project Name / Bid No.:**

**Project Address:**

**Legal Description:**

**Description of Work:**

NOW, THEREFORE,

A. If the principal shall not withdraw said bid within one hundred twenty (120) days after date of opening of the same, and shall within ten (10) days after the prescribed forms are presented to it for signature, enter into a written contract with the City in accordance with the bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

B. In the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bonds within the time specified, if the principal shall pay the City the difference between the amount specified in said bid and the amount for which the City may procure the required work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals, this _____ day of _____, A.D. 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

**Note:** If the firm is a sole ownership or partnership including limited liability company, two (2) witnesses are required to attest the signature. If the firm is a corporation, then the corporate secretary shall attest and affix the corporate seal (Attach power of attorney to original bid bond and financial statement of Surety Company).

PRINCIPAL:

_____  
Signature  
_____  
Corporate Officer & Title

ATTEST:

_____  
Signature  
_____  
Corporate Secretary (Affix Corporate Seal)

WITNESSES:

_____  
_____  
_____

SURETY:

_____  
Attorney-in-Fact (signature)  
_____  
Name & Title  
_____  
Name of Local Resident Agent  
_____  
City, State, Zip  
_____  
Telephone:  
A.M. Best No.: _____ NAIC No. : _____

ATTEST:

_____  
Signature  
_____  
Corporate Secretary (Affix Corporate Seal)

STATE OF _____

COUNTY OF _____

Before me this day personally appeared _____ (affiant), who, being duly sworn, deposes and says that he/she is the Attorney-in-Fact for the _____ (corporate surety) and that this person has been authorized by _____ (corporate surety) to execute the forgoing bond on behalf of the Contractor named therein in favor of the City of Port Orange, Florida.

_____  
Signature of Affiant

Sworn to / Affirmed and subscribed before me this _____ day of _____, 20____, by _____, who is personally known to me or who produced _____ as identification.

_____  
NOTARY PUBLIC – STATE OF

Type or print name: _____

Commission No.: _____

Commission Expires: _____

(Seal)

.....  
END OF BID BOND

**This document must be completed and returned with your Submittal**



FRONT PAGE FOR BOND REQUIRED BY SECTION 255.05, F.S.

## PAYMENT AND PERFORMANCE BOND

(Public Works)

Notice and Time Limitations Must Be In Accordance  
With Section 255.05(2), (8) and (10), Florida Statutes

**BOND NO.** _____

---

**PRINCIPAL:**

Developer or Contractor: _____

Principal Business Address: _____

Contact Person: _____

Phone Number: _____

---

**SURETY:**

Address: _____

Contact Person: _____

Phone Number: _____

---

**OWNER:**

City of Port Orange, Florida, a chartered municipal corporation  
1000 City Center Circle  
Port Orange, Florida 32129-4144

Contact Person: City Manager

Phone Number: (386) 506-5501

---

**Amount: \$** _____ **City Project Number: RFP 20-06 Airport Park Playground Replacement**

**Description of Work:** Design Build Airport Playground

**Project Location:** 6751 Airport Road, Port Orange, Florida 32128

**Legal Description:** Portions of Parcel ID#: 633100000025  
**See Exhibit "A"**

Front Page

All other pages are subsequent to this page regardless of any numbers that may be printed thereon.

## RFP 20-06 Airport Park Playground Replacement

Bond No. _____

### COMBINATION PAYMENT AND PERFORMANCE BOND FOR PUBLIC CONSTRUCTION

*per Section 255.05, Florida Statutes*  
Guaranty for Construction of Public Improvements

BY THIS BOND, We, _____, as Principal, and _____, a corporation, as Surety, are bound to **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of _____ **AND** _____/100 **DOLLARS** (\$ _____), for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain Standard Contract for Services, having an effective date of _____, entered into by and between the Principal and the City, for Design Build Airport Playground, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and
3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

#### Notice of Nonpayment and Time Limitations

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.05(2), (8) and (10), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

IN WITNESS WHEREOF, this performance and payment bond is executed and shall be deemed an original, this _____, day of _____, 20_.

Attest:

_____  
(Principal)

_____  
(As to Corporate Principal) Secretary

By: _____  
_____, _____

_____  
(Witness to Principal)

(Corporate Seal)

_____  
(Surety)

_____  
(Witness to Surety)

By: _____  
Name: _____

(Attorney-in-Fact)

(Corporate Seal)

**NOTE: Date of BOND must not be prior to date of Contract. If Developer/Principal is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.**

**IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.**





## CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 20____, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and _____, a _____ corporation whose principal address is _____ ("Contractor"). The City and Contractor are collectively referred to herein as the "Parties."

### 1. Provision of Services

(a) The Contractor hereby agrees to design and build a themed outdoor playground with surfacing at Airport Road Park, which shall be International Playground Equipment Manufacturers Association ("IPEMA") certified, with the design fitting into the existing footprint, and as more specifically described in Request for Proposal 20-06 ("RFP 20-06"). This Contract together with RFP 20-06, Addenda, and Contractor's proposal, all of which may be referred to as the "Contract" and all of which are made a part hereof by reference shall constitute the formal written Contract between the City and Contractor. For convenience, Section 3, Scope of Services, of RFP 20-06 and the Bid Tabulation as submitted by Contractor in Contractor's Proposal are attached hereto as Exhibit "1." A complete copy of RFP 20-06 is available in the Office of the City Clerk. Contractor represents that they are familiar with the documents that make up the Contract, as referenced hereinabove.

(b) The time, manner and place for performance of such services shall be:

Term: The term of this Contract shall commence on the date this Contract is signed by the Parties. The work shall be substantially completed within one hundred ten (110) days from the issuance of a Notice to Proceed, and an additional thirty (10) days for final completion (the "Term").

Manner and Place: The work shall be in accordance with and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances.

Time and Essence: Contractor acknowledges that time is of the essence for this Contract.

Authorization for Services: This Contract standing alone does not authorize the purchase of any goods or services or require the City to place any orders for goods or service. Authorization for the purchase of goods or services from Contractor under this Contract shall be upon issuance of a Notice to Proceed and a written Purchase Order issued and executed by the City Manager. The City reserves the right to contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

2. City Obligations. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "1" attached hereto, subject to a limit up to but not to exceed ____/100 Dollars (\$____). All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. Contract Documents. The following forms, attached as Exhibit "2," are an integral part of this Contract and must be completed, signed, witnessed and notarized as indicated and returned with the signed Contract:

- (a) Front Page for Bond (F.S. § 255.05)
- (b) Combination Payment and Performance Bond (F.S. § 255.05)

4. Contract Administration. The Parks and Recreation Director, Susan Lovallo, shall perform contract administration of this Contract. The City may change the contract administrator, from time to time and at any time, upon written notice to Contractor. For notice provisions, see the paragraph below entitled "Notice."

5. Liens. Contractor acknowledges that Contractor shall not be entitled to lien the City or other public property.

6. Termination for Convenience of the City

(a) The parties agree that the City may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or part, whenever the City Manager of Port Orange shall determine that such termination is in the best interest of the City.

(b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the City Manager or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Contractor shall:

- (i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
- (ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;
- (iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;
- (iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and
- (v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of termination, unless one or more extensions of three (3) months each are granted by the Finance Director.

(e) The Finance Director, with the approval of the City Manager, shall pay from the using department's budget, reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or work completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the supplies not delivered or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

(f) In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Finance Director shall pay the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

- (i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
  - (1) the cost of work performed or supplies delivered;
  - (2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;
  - (3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.
- (ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 23 of this contract concerning disputes.

7. Termination for Convenience for Subcontractors. In accordance with the termination for the convenience of the City provision of this contract, the Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the City whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

8. Termination for Default. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein. In the event of default by the contractor, the City reserves the right to procure the item(s) bid from other sources and holds the bidder responsible for excess costs incurred as a result. City Council may elect to refrain from doing business with the bidder as stipulated in City Code 2-276 Suspension and Disbarment.

9. Examination of Records

(a) The Contractor agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy any pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

(b) The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

10. Public Records Compliance. Contractor shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:

- (a) Keep and maintain public records required by the City to perform the service.



(b) Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the City.

(d) Upon completion of the Contract, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt from public records disclosure requirements. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

If Contractor does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Contractor may be subject to penalties under Section 119.0701, Florida Statutes.

**CONTRACTOR QUESTIONS RELATING TO CONTRACTOR'S DUTIES TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT MUST BE FORWARDED TO THE OFFICE OF THE CITY CLERK, CITY HALL, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129; TELEPHONE: (386) 506-5563; E-MAIL: [CITYCLERK@PORT-ORANGE.ORG](mailto:CITYCLERK@PORT-ORANGE.ORG).**

11. Termination for Non-Appropriation of Funds

(a) If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination.

(b) The City agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this contract was entered into. This provision shall survive any termination of the Contract.

12. Insurance. Contractor shall maintain insurance, as required herein, during the life of this Contract. Contractor shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Contractor shall be primary and non-contributory. All insurance coverages of the Contractor shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Contractor's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured for workers' compensation. The City shall not accept Workers' Compensation Exemptions Contractor may use leased employees if the Contractor ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Contractor using a leased employee shall complete the City's Leased Employee Affidavit Exhibit Form. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A-" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Contractor shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City

no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

Contractor shall require and ensure each of its subcontractors to maintain, until the completion of the subcontractor's work, insurance of the types and to the limits set forth herein. All insurance coverages shall be primary and non-contributory. All insurance coverages of the subcontractors shall not seek contribution from any other insurance or self-insurance available to the City. The Contractor is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Contractor to ensure the subcontractors maintain the required coverage, shall not relieve the Contractor of any contractual responsibility, obligation or liability.

The City reserves the right to increase insurance coverage as determined for higher risk contracts.

The acceptance by the City of any Certificate of Insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with this Contract and does not waive the insurance required by this Contract.

Should at any time the Contractor or subcontractors not maintain the insurance coverages required herein, the City may terminate the Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract.

Standard Insurance Requirements											
	Insurance	Standards	Additional Requirements								
<input checked="" type="checkbox"/>	<u>Workers' Compensation</u> The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. <b>The City will not accept elective exemptions.</b> Any contractor using an employee leasing company shall complete the Leased Employee Affidavit (Exhibit A).	<table><tr><td><u>Contract Amount</u></td><td><u>Limits</u></td></tr><tr><td>Up to \$10 million</td><td>Statutory/\$500,000</td></tr><tr><td>\$10 - \$20 million</td><td>Statutory/\$1,000,000</td></tr><tr><td colspan="2">Contracts over \$20 million To Be Determined by the City.</td></tr></table>	<u>Contract Amount</u>	<u>Limits</u>	Up to \$10 million	Statutory/\$500,000	\$10 - \$20 million	Statutory/\$1,000,000	Contracts over \$20 million To Be Determined by the City.		<input type="checkbox"/> If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. <input type="checkbox"/> If vessels involved, Jones Act coverage with limits of \$500,000 required.
<u>Contract Amount</u>	<u>Limits</u>										
Up to \$10 million	Statutory/\$500,000										
\$10 - \$20 million	Statutory/\$1,000,000										
Contracts over \$20 million To Be Determined by the City.											
<input checked="" type="checkbox"/>	Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$1,000,000 occurrence \$1,000,000 aggregate	<input type="checkbox"/> When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.								

<input checked="" type="checkbox"/>	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	<u>Limits:</u> Auto Liability Body Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate	
<b>Additional Insurance Requirements</b>			
<input checked="" type="checkbox"/>	Property Insurance Builders Risk.  <u>Additional Coverage:</u>	<u>Limits:</u> Buildings - Completed value of Contract.  "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
<input type="checkbox"/>	Professional Liability	<u>Limits:</u> Coverage - \$1,000,000	
<input type="checkbox"/>	Installation Floater (IT)	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>	
<input type="checkbox"/>	Contractor Pollution Liability	<u>Limits:</u> Coverage - \$1,000,000	
<input type="checkbox"/>	Errors and Omissions	<u>Limits:</u> Coverage - \$1,000,000	
<input type="checkbox"/>	Umbrella Policy	<u>Limits:</u> Coverage – \$ <u>To be determined.</u>	
<input checked="" type="checkbox"/>	Payment and Performance Bond Required	<u>Limits:</u> Coverage - Equal to amount of Contract.	
<input type="checkbox"/>	<b>City Manager waives Payment and Performance Bond for work under \$25,000.00.</b>		
<input type="checkbox"/>	<b>Unless otherwise required by law, City Manager waives Insurance for FOB goods under \$25,000.00.</b>		

13. A Contract for the purchase of supplies shall be governed by the City of Port Orange Code of Ordinances, as amended, and such supplies shall be deemed "goods," as defined therein.

14. Assignability of Contract. Neither this contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written approval of the City Council.

15. Modifications or Changes to this Contract

(a) Change Orders. The Department Head, with the concurrence of the City's signatory as required by the City's Purchasing Policy, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

(b) If any change under this clause causes an increase or decrease in Contractor's cost of, or time required for the performance of the work hereunder, Contractor shall receive an equitable adjustment in accordance with subparagraph (d), which shall include all compensation to the Contractor, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change.

(c) Contractor need not perform any work described in any change order unless it has received a certification from the City that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

(d) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

16. Sovereign Immunity. The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract



to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

17. Warranties. Contractor warrants that (1) the supplies to be provided to the City pursuant to this Contract are fit and sufficient for the purpose intended; (2) the supplies are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship, and (3) the supplies sold to the City pursuant to this Contract conform to the standards required by this Contract.

Contractor further warrants that Contractor has title to the supplies provided, and that the supplies are free and clear of all liens encumbrances, and security interests. All warranties made in this Contract, together with service warranties and guarantees, shall run to the City and its successors and assigns.

18. Additional Warranties. Contractor further expressly warrants that materials and workmanship are warranted from defect for a one-year period. This is a minimum acceptable warranty.

19. Additional Bond Security. If any surety bond furnished in connection with this Contract becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Contract. Contractor expressly acknowledges that if the work to be performed hereunder is a public work, a Payment and Performance Bond, in accordance with Florida Statutes Section 255.05, in a form acceptable to the City, shall be provided and recorded with the Clerk of Volusia County at Contractors expense.

20. Inspection

(a) All supplies (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, and their products) shall be subject to inspection and test by the City, to the extent practicable at all times and places including the place of manufacturer, and in any event prior to acceptance.

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

(c) The inspection and test by the City of any supplies or lots thereof does not relieve Contractor from any responsibility regarding defects or other failures to meet the Contract requirements, which may be discovered

prior to acceptance. Except as otherwise provided in this Contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

21. Liability for Loss or Damage.

(a) Contractor shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Contractor, his/its agents, servants and employees and shall indemnify and save the City harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or death of any person or damage to property other than City property, resulting from the performance of the Contract by Contractor, his/its agents, servants and employees. Contractor shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

(b) To the fullest extent permitted by law, in addition to the express duty to indemnify City when there is any causal connection between Contractor's work and any injury, loss, damage, death or property damage, Contractor expressly undertakes a duty to defend City as a separate duty, independent of and broader than the duty to indemnify. The duty to defend agreed to by Contractor hereby expressly include all costs of litigation, attorney's fees, settlement costs and reasonable expenses in connection with the litigation, whether or not the claims made for loss, injury, damage or property damage are valid or groundless and regardless of whether the defense of City is maintained by the City or assumed by Contractor as long as the claims made could be causally connected to Contractor as reasonable determined by City.

22. Non-discrimination. During the performance of this Contract, Contractor agrees as follows:

(a) Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, marital status, age or national origin, except where such is a bona-fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Contractor agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Contractor shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

23. Disputes. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Agreement. The decision by the City Manager shall be final and binding unless, within five (5) business days from the date of delivery of the decision of the City Manager, appeal is made to the City Council in writing and delivered to the City Clerk, Robin L. Fenwick, MMC. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence.

24. Force Majeure. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely

affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

25. Controlling Law. **THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.**

26. Additional Provisions. This Contract includes all additional provisions as may have been outlined in written quotes and purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work. In the event of a conflict between any attachments or exhibits to this Contract, and this Contract, the language of this Contract shall control.

27. Integration. This Contract and the documents incorporated herein by reference shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

28. Notice. For purposes of this agreement, notices shall be sent as follows:

City: City of Port Orange  
Attention: City Manager  
1000 City Center Circle  
Port Orange, Florida 32129  
(386) 506-5501

Copy to: City of Port Orange  
Attention: Susan Lovallo, Parks and Recreation Director  
1000 City Center Circle  
Port Orange, Florida 32129  
(386) 506-5860

Contractor: _____  
Attention: _____, President  
_____  
_____  
( ) - Telephone  
( ) - Facsimile  
_____@_____ - E-Mail

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may,



from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

29. Contract Construction

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Agreement.

30. Authority to Sign. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

***[Remainder of this page intentionally left blank]***

Witnesses:

_____

_____  
Printed Name: _____

By: _____, President

*If this Contract is signed by an individual not identified as the President of the corporation in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the corporation.*

_____  
Printed Name: _____

Date: _____

STATE OF _____  
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, this ___ day of _____, 20___, by _____, as President of _____, a _____ corporation. He/She is ___ personally known or ___ produced _____ as identification.

_____  
Notary Public, State of _____  
*Printed, typed or stamped name, commission and expiration:*

Witnesses:

CITY OF PORT ORANGE

_____  
Printed Name: _____

By: _____  
Donald O. Burnette, Mayor

_____  
Printed Name: _____

Date: _____

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of__ physical presence or_online notarization, this____day of_____, 20__, by Donald O. Burnette, as Mayor, of the City of Port Orange, a Florida municipal corporation, on behalf of the city. He is personally known or produced _____as identification.

_____  
Notary Public, State of Florida  
*Printed, typed or stamped name, commission and expiration:*

Witnesses:

ATTEST:

_____  
Printed Name: _____

By: _____  
Robin L. Fenwick, MMC, City Clerk

_____  
Printed Name: _____

Date: _____

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of__ physical presence or_online notarization, this____day of_____, 20__, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city. He is personally known or produced _____as identification.

_____  
Notary Public, State of Florida  
*Printed, typed or stamped name, commission and expiration:*





***End of Solicitation Documents***

RESOLUTION NO. 20-26

A RESOLUTION OF THE CITY OF PORT ORANGE,  
VOLUSIA COUNTY, FLORIDA, BUDGETING FOR  
VOLUSIA ECHO GRANT AWARD 20-09 IN THE  
SPECIAL REVENUE GRANT FUND (FUND 199) IN  
THE AMOUNT OF \$200,000 FOR THE AIRPORT  
ROAD PARK PLAYGROUND PROJECT AND  
VOLUSIA ECHO GRANT AWARD 20-10 IN THE  
SPECIAL REVENUE GRANT FUND (FUND 199) IN  
THE AMOUNT OF \$400,000 FOR THE REC CENTER  
PHASE II PROJECT, AND APPROPRIATE SAME;  
SETTING FORTH REVENUES AND EXPENDITURES;  
AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council desires to budget for Volusia ECHO Grant 20-09 in the Special Revenue Grant Fund (Fund 199) in the amount of \$200,000 for the Airport Road Park Playground Replacement Project (QPC074); and to budget for Volusia ECHO Grant 20-10 in the Special Revenue Grant Fund (Fund 199) in the amount of \$400,000 for the REC Center Phase II Project (QPC082);

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

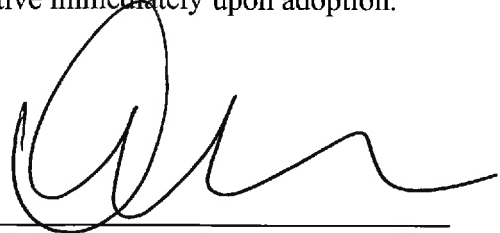
Section 1. The funds for the City capital items are hereby appropriated as set forth in Composite Exhibit A, attached hereto, which reflects revenues and corresponding expenditures for the designated design and construction of the replacement playground equipment project at the City's Airport Road Park (CIP Project QPC074); and REC Center Phase II (CIP PROJECT QPC082)

Section 2. The Budget item adopted in the preceding section shall govern the expenditures relating to such operations for the City during the current fiscal year effective October 1, 2019 through September 30, 2020.

Section 3. Supplemental appropriations, reductions of appropriations, emergency appropriations, and interdepartmental transfers of appropriations may be

affected by the City Council and the City Manager as deemed necessary in strict compliance with the procedures specified in Chapter 2, Article VI, Division 3, Code of Ordinances, City of Port Orange, Florida.

Section 4. This resolution shall become effective immediately upon adoption.



MAYOR DONALD O. BURNETTE

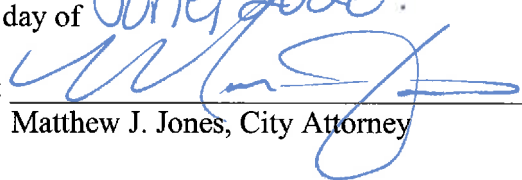
ATTEST:



Robin L. Fenwick, MMC City Clerk

Adopted on the 16 day of June, 2020.

Reviewed and Approved:

  
Matthew J. Jones, City Attorney



**FY2020**      **Special Revenue-Grant Fund (Fund 199)**  
**Prepared:**    **June 4, 2020**  
**Finance:**     **Finance Staff**

	<u>Budget Increase / (Decrease)</u>
<b><u>Revenues:</u></b>	
Volusia County ECHO Grant Award 20-09	200,000
Volusia County ECHO Grant Award 20-10	400,000
<b>Total Revenues:</b>	<b>\$ 600,000</b>
<b><u>Expenditures:</u></b>	
Land - Playground Construction (QPC074)	200,000
Buildings and Building Improvements (QPC082)	400,000
<b>Total Expenditures:</b>	<b>\$ 600,000</b>

To budget for grant funds in the amount of \$600,000 from Volusia County ECHO Grants in the Special Revenue Grant Fund (Fund 199) and appropriate \$200,000 to Airport Road Park Playground Replacement Project (CIP Project QPC074) within the Cost Center/Program of Parks & Recreation/Parks, and appropriate \$400,000 to Rec Center Phase II Project (CIP Project QPC082) within Cost Center/Program of Parks & Recreation/Recreation.



# CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 4/20/2021

Consent item: Yes

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**SUBJECT:** (B9a) Memorandum of Understanding for the Operation of the First Step Shelter

**DEPARTMENT:** City Manager

**GOAL:**

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**RECOMMENDED MOTION:** Move to approve the Memorandum of Understanding with First Step Shelter.

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**SUMMARY:** On April 6, 2021 City Council gave staff consensus for a contribution to First Step Shelter in the amount of \$35,000.00. A memorandum of understanding has been completed to acknowledge the receipt of this money is in support of the continued availability and operation of the shelter, particularly the Safe Zone. These funds are to be utilized for operational cost. This is a one-time contribution and any future contribution will be subject to appropriation by City Council through the budget.

Project No.:

Funding Account No.:

Presenter: Jamie Miller

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**ATTACHMENTS:**

1.	MOU	SCMC75921041216280.pdf
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Robin Fenwick

Created/Initiated - 4/13/2021

Jamie Miller

Approved - 4/13/2021

Robin Fenwick

Final Approval - 4/13/2021

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# Memorandum of Understanding

THIS MEMORANDUM OF UNDERSTANDING ("MOU") for the contribution of funds, is made entered into by the First Step Shelter, Inc., a Florida not for profit corporation ("FIRST STEP") and City of Port Orange, a chartered municipal corporation ("CITY"), this ____ Day of _____, 2021.

## WITNESSETH:

**WHEREAS**, the Parties seek to clarify the expectations and obligations relative to the operation of the First Step Shelter and funding contribution by the CITY to FIRST STEP for the purpose of supplementing the budget for operations of the First Step Shelter in furtherance of community outreach.

### 1. INITIAL TERM AND INTEGRATION

The initial term begins the latter of the date set forth herein or the date the MOU is signed by all Parties. The MOU and any attached or incorporated documents are the entire agreement between the Parties, superseding all prior discussions, representations, or agreements of the Parties related hereto. The initial term and payment provided under this MOU is only for one installment. Any continued contribution of funds will be subject to budget appropriation by the City Council each year. If the funds are appropriated in the budget, the City Manager has the authority under this MOU to continue such donation.

### 2. PURPOSE

This MOU seeks to clarify each Parties' understanding of expectations and obligations for consideration as set forth hereinbelow.

### 3. THE PARTIES AGREE:

- a. First Step Shelter, Inc is a non-profit corporation established by the City of Daytona Beach for the purpose of operating a homeless assistance shelter and service program located in Volusia County.
- b. This shelter includes a 24 hour / 7days a week "come as you are" area, commonly referred to as the "Safe Zone".
- c. It is in the best interest of the City to support the homeless program by First Step Shelter, Inc and that a valid public purpose exists.

### 4. FIRST STEP AGREES:

- a. To maintain functionality and availability of services at the Safe Zone at all times for Port Orange Police Department referrals.
- b. The contribution made by the City of Port Orange will be utilized to support the shelter's operating costs, and for no other purposes unless mutually agreed by the Parties in writing.
- c. To maintain its current location in Volusia County.
- d. To maintain its non-profit status.

### 5. CITY AGREES:

- a. To appropriate funding for a contribution in the amount of \$35,000.00



- b. To comply with all reasonable referral procedures set forth by First Step.
- c. Subsequent contributions are subject to budget appropriation by City Council.
- d. If the funds are appropriated in the budget in future years, the City Manager is hereby granted authority and discretion by City Council approval of this MOU to facilitate future contributions.

**6. SUSPENSION AND TERMINATION**

Any Party may, at its sole discretion, suspend any or all activities under the MOU and may terminate the MOU with 30 days advance written notice to the other Parties.

**7. NOTICES**

All notices required under the MOU must be delivered in writing to the designated contact person in a manner identified by FIRST STEP. The initial designated contact person for each party is their signatory to this MOU. A designated contact person may be changed by notice.

**8. COMPLIANCE WITH LAWS**

The Parties will comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of the MOU, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Parties will comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status.

**9. MODIFICATION AND SEVERABILITY**

The MOU may only be modified by written agreement between the Parties.

**10. INDEMNIFICATION**

The MOU does not constitute a waiver of sovereign immunity or consent by the City of Port Orange to suit by third parties.

*[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]*

IN WITNESS WHEREOF, the parties hereto, by and through the undersigned have entered into this Memorandum of Understanding.

Witnessed by:

CITY OF PORT ORANGE

_____

By: _____

Donald O. Burnette, Mayor

_____

Attest: _____

Robin L. Fenwick, MMC, City Clerk

Witnessed by:

FIRST STEP SHELTER, Inc.

Bennie Yarbrough  
Ashley Arnold

By: Derrick L. Henry

Derrick Henry, Mayor

Chairman of the Board



# CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 4/20/2021

Consent item: Yes

---

**SUBJECT:** (B9b) Resolution No. 21-18 - Budget Appropriation for Contribution to First Step Shelter

**DEPARTMENT:** Finance

**GOAL:**

---

**RECOMMENDED MOTION:** Move to approve Resolution No. 21-18, subject to approval of the Memorandum of Understanding for the Operation of the First Step Shelter.

---

**SUMMARY:** On April 6, 2021 City Council gave staff consensus for a contribution to First Step Shelter in the amount of \$35,000.00. This is the budget resolution to allocate the funds to be utilized for operational cost. This is a one-time contribution and any future contribution will be subject to appropriation by City Council through the budget. This is subject to City Council approval of the Memorandum of Understanding with First Step Shelter.

Project No.:

Funding Account No.:

Presenter: Scott Neils

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**ATTACHMENTS:**

1.	Budget Resolution No. 21-18 with exhibit	Bud Reso 21-18 Fund 001 - Appropriation for First Step Program - CC Mtg 4-06-2021.pdf
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Robin Fenwick  
Lupe Reyna-Coffin  
Scott Neils  
Matthew Jones  
Jamie Miller  
Robin Fenwick

Created/Initiated - 3/17/2021  
Approved - 3/23/2021  
Approved - 3/24/2021  
Approved - 4/13/2021  
Approved - 4/14/2021  
Final Approval - 4/14/2021

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RESOLUTION NO. 21-18

A RESOLUTION OF THE CITY OF PORT ORANGE,  
VOLUSIA COUNTY, FLORIDA, APPROPRIATING  
OPERATING FUNDS FOR THE FISCAL YEAR 2021  
BUDGET; TO DESIGNATE FUND BALANCE IN THE  
AMOUNT \$35,000 IN THE GENERAL FUND (001), AND  
APPROPRIATE TO OTHER SUPPLIES AND EXPENSES  
IN THE GENERAL FUND MAYOR AND COUNCIL  
COST CENTER AND; SETTING FORTH REVENUES  
AND EXPENDITURES; AND PROVIDING AN  
EFFECTIVE DATE.

WHEREAS, The City Council desires to designate and appropriate fund balance in the amount of \$35,000 in the General Fund (001), to Mayor and Council Cost Center, Other Grants and Aid, to provide funding for a contribution to First Step Homeless Shelter in Daytona Beach as directed by Council.

and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE  
CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The funds for the City operating items are hereby appropriated as set forth in Composite Exhibit A, attached hereto, which reflects revenues and corresponding expenditures for the designated expenditures.

Section 2. The Budget item adopted in the preceding section shall govern the expenditures relating to such operations for the City during the current fiscal year effective October 1, 2020 through September 30, 2021.

Section 3. Supplemental appropriations, reductions of appropriations, emergency appropriations, and interdepartmental transfers of appropriations may be effected by the City Council and the City Manager as deemed necessary in strict

compliance with the procedures specified in Chapter 2, Article VI, Division 3, Code of Ordinances, City of Port Orange, Florida.

Section 4. This resolution shall become effective immediately upon adoption.

_____  
MAYOR DONALD O. BURNETTE

ATTEST:

_____  
Robin L. Fenwick, MMC City Clerk

Adopted on the _____ day of _____

Reviewed and Approved: _____  
Matthew J. Jones, City Attorney

FY2021      General Fund 001  
 Prepared:    March 23, 2021  
 Finance:     Finance Staff

	<u>Budget Increase / (Decrease)</u>
<b><u>Revenues:</u></b>	
Appropriated Equity	35,000
<b>Total Revenues:</b>	<b><u>\$      35,000</u></b>

<b><u>Expenditures:</u></b>	
Mayor and Council	35,000
<b>Total Expenditures:</b>	<b><u>\$      35,000</u></b>

To budget for Appropriated Fund Balance to cover contribution to First Step Shelter as directed by Council.

<b><u>Information for Budget Amendment</u></b>						
<b>Type</b>	<b>Fund</b>	<b>Cost Center</b>	<b>Ledger Acct Summary</b>	<b>Rev / Spend Category</b>	<b>Project</b>	<b>Amount</b>
Revenue	General Fund - 001	General Revenues	380000 - Other Financing Sources	Appropriated Fund Balance	NA	35,000
<b>Total Revenues:</b>						<b><u>35,000</u></b>
Expense	General Fund - 001	Mayor and Council	800000 - Grants and Aid	Other Grants and Aid	NA	35,000
<b>Total Expenditures:</b>						<b><u>35,000</u></b>





# CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 4/20/2021

Consent item: Yes

---

**SUBJECT:** (B10) Resolution No. 21-19 - Appropriating Grant Revenue of \$225,000 from Daytona Beach Racing and Recreational Facilities District for the REC Center Indoor Playground

**DEPARTMENT:** Finance

**GOAL:**

---

**RECOMMENDED MOTION:** Move to approve Resolution No. 21-19.

---

**SUMMARY:** On April 6, 2021, City Council approved Resolution No. 21-17- for Accepting Grant Revenue of \$225,000 from Daytona Beach Racing and Recreational Facilities District for the REC Center Indoor Playground. This resolution appropriates the funding for this grant.

Project No.:

Funding Account No.:

Presenter: Scott Neils

---

**ATTACHMENTS:**

- |    |                   |                                                                                                                                |
|----|-------------------|--------------------------------------------------------------------------------------------------------------------------------|
| 1. | Budget Resolution | Bud Reso 21-19 Fund 199 Daytona Beach Racing and Rec No. 21-19 with exhibit Racing District Grants (199) - CC Mtg 04-20-21.pdf |
|----|-------------------|--------------------------------------------------------------------------------------------------------------------------------|

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Scott Neils	Created/Initiated - 3/24/2021
Scott Neils	Approved - 3/29/2021
Jamie Miller	Approved - 3/30/2021
Amanda Lasecki	Approved - 3/31/2021
Alison Sylvester	Approved - 4/7/2021
Lupe Reyna-Coffin	Approved - 4/7/2021
Matthew Jones	Approved - 4/9/2021
Jamie Miller	Approved - 4/11/2021
Robin Fenwick	Final Approval - 4/12/2021

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RESOLUTION NO. 21-19

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROPRIATING CAPITAL FUNDS FOR THE FISCAL YEAR 2021 BUDGET; TO BUDGET GRANT FUNDS AWARDED FROM THE DAYTONA BEACH RACING AND RECREATIONAL FACILITIES DISTRICT (DBRRFD) IN THE AMOUNT OF \$225,000 TO PROVIDE FUNDING FOR THE RECREATION CENTER INDOOR PLAYGROUND; SETTING FORTH REVENUES AND EXPENDITURES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City Council desires to budget for the approved grant funds in the amount of \$225,000 from Daytona Racing and Recreational Facilities District (DBRRFD) in the Grant Fund (199). The funding will be used for completing the Recreation Center Indoor Playground part of Project QPC082. There is no cash match is requirement for this grant,

and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The funds for the City capital items are hereby appropriated as set forth in Composite Exhibit A, attached hereto, which reflects revenues and corresponding expenditures for the designated projects.

Section 2. The Budget item adopted in the preceding section shall govern the expenditures relating to such operations for the City during the current fiscal year effective October 1, 2020 through September 30, 2021.

Section 3. Supplemental appropriations, reductions of appropriations, emergency appropriations, and interdepartmental transfers of appropriations may be

affected by the City Council and the City Manager as deemed necessary in strict compliance with the procedures specified in Chapter 2, Article VI, Division 3, Code of Ordinances, City of Port Orange, Florida.

Section 4. This resolution shall become effective immediately upon adoption.

_____  
MAYOR DONALD O. BURNETTE

ATTEST:

_____  
Robin L. Fenwick, MMC City Clerk

Adopted on the _____ day of _____

Reviewed and Approved: _____  
Mathew J. Jones, City Attorney



FY2021 Grant Fund (199)  
 Prepared: March 24, 2021  
 Finance: Finance Staff

**Budget Increase /  
(Decrease)**

**Revenues:**

Intergovernmental Revenue - Local Government Unit Grant

\$ 225,000

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**Total Revenue:** \$ **225,000**

**Expenditures:**

Capital Outlay -

225,000

**Total Expenditures:** \$ **225,000**

**To budget for** the Grant awarded from the Daytona Beach Racing and Recreational Facilities District (DBRRFD) in the amount of \$225,000 to be used for the completion of the Recreation Center Indor Playground (QPC082). There is no match requirement for this grant.

<b><u>Information for Budget Amendment</u></b>					
Type	Cost Center	Ledger Acct Summary	Rev / Spend Category	Project	Amount
Revenue	General Revenues	330000 Intergovernmental Revenue	Local Government Unit Grant Revenue		225,000
<b>Total Revenues:</b>					<b>225,000</b>
Expense	Parks and Recreation	600000 - Capital Outlay	Equipment - Capital	QPC082	225,000
<b>Total Expenditures:</b>					<b>225,000</b>



# CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 4/20/2021

Consent item: Yes

---

**SUBJECT:** (B11) Resolution No. 21-23 - Ratifying the Results of the 2021 City Council Special Election for District 1

**DEPARTMENT:** City Clerk

**GOAL:**

---

**RECOMMENDED MOTION:** Move to approve Resolution No. 21-23.

---

**SUMMARY:** The purpose of this resolution is to ratify the results of the election for Port Orange City Council Member for District 1 held on April 13, 2021.

Project No.:

Funding Account No.:

Presenter: Robin Fenwick

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**ATTACHMENTS:**

- |    |                                                                              |                                                                                  |
|----|------------------------------------------------------------------------------|----------------------------------------------------------------------------------|
| 1. | Reso Ratifying 2021 Election Results and Declaring Council Member District 1 | Reso Ratifying 2021 Election Results and Declaring Council Member District 1.doc |
| 2. | Official Results 4-13-2021                                                   | Official Results 4-13-2021.pdf                                                   |

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Robin Fenwick  
Robin Fenwick  
Matthew Jones  
Jamie Miller  
Robin Fenwick

Created/Initiated - 4/2/2021  
Approved - 4/2/2021  
Approved - 4/14/2021  
Approved - 4/14/2021  
Final Approval - 4/14/2021

RESOLUTION NO. 21-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, RATIFYING THE RESULTS OF THE SPECIAL ELECTION FOR CITY COUNCIL DISTRICT 1 HELD ON APRIL 13, 2021; DECLARING THE COUNCIL MEMBER ELECTED FOR DISTRICT 1; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, an election for City Council District 1 was held in the City of Port Orange, Volusia County, Florida, on April 13, 2021, pursuant to the provisions of the City Charter, as amended; and

WHEREAS, it appears that said election has been duly and properly held in accordance with the Charter of the City of Port Orange and applicable state law, and that the votes cast thereat have been returned, delivered, and canvassed by the Port Orange Canvassing Board, which has certified the results thereof.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, FOUND, DECLARED AND HEREBY RATIFIED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, at a public meeting of said City Council, duly held, at which the official returns of the election have been duly accepted and ratified according to the Charter of the City of Port Orange, Florida and applicable state law:

Section 1. The legal votes cast for each candidate and totals are as follows:

<u>CANDIDATE</u>	<u>VOTES</u>
<u>DISTRICT 1</u>	
Jonathan Foley	4,129
Marcey Kinney	3,460
Under/over votes	<u>15</u>
<b>TOTAL</b>	<b>7,604</b>

Section 2. The City Council hereby declares the council member as follows:

**District 1** Jonathan Foley



Section 3. The election is found to have been in all respects conducted in accordance with law, and all steps in connection with and preceding such election has been duly, regularly and lawfully taken.

Section 4. This resolution shall be deemed effective immediately upon adoption.

_____  
MAYOR DONALD O. BURNETTE

ATTEST:

_____  
Robin L. Fenwick, MMC, City Clerk

Adopted on the       day of April, 2021.

Reviewed and Approved: _____  
Matthew J. Jones, City Attorney

04/13/2021

County of Volusia, Florida

Run Date:04/16/21 08:25 AM

Report EL45A

Page 001

	TOTAL VOTES	%	VBM-DS850	ED-DS200
PRECINCTS COUNTED (OF 14)	14	100.00		
REGISTERED VOTERS - TOTAL	47,134			
BALLOTS CAST - TOTAL	7,604		6,664	940
BALLOTS CAST - BLANK	15	.20	14	1
VOTER TURNOUT - TOTAL		16.13		
VOTER TURNOUT - BLANK		.03		
City Council District 1				
(VOTE FOR) 1				
Jonathan Foley	4,129	54.41	3,460	669
Marcey Kinney	3,460	45.59	3,190	270
Over Votes	0		0	0
Under Votes	15		14	1



# CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 4/20/2021

Consent item: Yes

---

**SUBJECT:** (B12) Approval of Amendment #1 of Grant Agreement for 2020-2021 Victims of Crime Act

**DEPARTMENT:** Police Services

**GOAL:** 1 - Public Safety

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**RECOMMENDED MOTION:** Move to approve Amendment #1 of the grant agreement between the City of Port Orange and the Florida Office of the Attorney General to be used for to assist victims of crime, subject to final review and approval of the amended grant agreement by the City Attorney.

---

**SUMMARY:** The purpose of this item is to approve and execute Amendment #1 of the 2020-2021 grant agreement from the Florida Office of the Attorney General (OAG) which increases the project budget by \$32,654.00 for a revised award totaling \$122,093.00.

On November 4, 2020, Council approved Resolution 20-62 accepting the grant award from OAG in the amount of \$89,439.00 to enhance crime victim services. Matching funds totaling \$22,359.00 were also approved on November 4, 2020. Approval of Amendment #1 will not result in an increase in matching funds.

The City received notification from OAG on February 26, 2021, that the Florida Legislature provided increased budget authority. This increased authority resulted in OAG increasing agencies' awards to the amount requested in the 2020-2021 VOCA grant application. A portion of the additional monies awarded in the amount of \$10,000 is included in the award for COVID-related expenses.

Original Budget Total	111,798.00	Revised Budget Total	144,452.00	Var.= 32,654.00
VOCA	89,439.00	VOCA	122,093.00	
City Match	22,359.00	City Match	22,359.00	

Project No.:

Funding Account No.: 199



**ATTACHMENTS:**

1.	Amendment 1 - Port Orange Police Department_VOCA_Agreement	Amendment 1 - Port Orange Police Department_VOCA_Agreement.pdf
2.	Important Information on the 2020-2021 Upcoming Amendment Process	Important Information on the 2020-2021 Upcoming Amendment Process.pdf
3.	Fully Executed VOCA Agreement-PortOrangePoliceDepartment-00563	Fully Executed VOCA Agreement-PortOrangePoliceDepartment-00563.pdf

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Amanda Lasecki	Created/Initiated - 3/30/2021
Amanda Lasecki	Approved - 3/30/2021
Alison Sylvester	Approved - 4/7/2021
Thomas Grimaldi	Approved - 4/7/2021
Lupe Reyna-Coffin	Approved - 4/7/2021
Scott Neils	Approved - 4/7/2021
Matthew Jones	Approved - 4/9/2021
Jamie Miller	Approved - 4/11/2021
Robin Fenwick	Final Approval - 4/12/2021

---

**AMENDMENT NO. 1 TO**  
**AGREEMENT BETWEEN THE STATE OF FLORIDA**  
**DEPARTMENT OF LEGAL AFFAIRS**  
**OFFICE OF THE ATTORNEY GENERAL**  
**AND**  
**PORT ORANGE POLICE DEPARTMENT**

**AGREEMENT NUMBER VOCA-2020-Port Orange Police Depart-00563**

The State of Florida, Department of Legal Affairs, Office of the Attorney General, (AGENCY), the pass-through agency for the Victims of Crime Act (VOCA), Catalog of Federal Domestic Assistance (CFDA) Number - 16.575, hereafter referred to as “the OAG,” an agency of the state of Florida, with headquarters located at PL-01, The Capitol, Tallahassee, Florida 32399-1050, and the Port Orange Police Department, referred to as “the Provider,” and jointly referred to as “the Parties amend AGREEMENT NUMBER VOCA-2020-Port Orange Police Depart-00563 (the AGREEMENT) to increase the total amount of funds available for reimbursement under the AGREEMENT for all approved VOCA allowable costs. Accordingly, the AGREEMENT is amended as follows:

1. Page 16, Article 34, AMOUNT OF FUNDS, is deleted in its entirety and replaced with the following:

The OAG will reimburse the Provider for contractual services and/or availability to provide services for the entire Time of Performance, as set forth in Article 3 of this Agreement, and completed in accordance with the terms and conditions of this Agreement. Effective March 1, 2021, the total sum of monies available for reimbursement to the Provider for services provided will not exceed \$122,093.00.

“Availability to Provide Services” is defined as maintaining sufficient capacity to assist victims during the Provider’s business hours throughout the Agreement term. Provider’s business hours should be set during standard business work hours, which are between 8:00 a.m. to 6:00 p.m. Monday through Friday, unless otherwise approved as alternative standard business work hours by the OAG. Employee leave earned under this grant period is reimbursable; however, the Provider must continue to maintain sufficient capacity to assist victims.

“Contractual Services” are defined as those specified services established within the OAG approved budget for which the Provider is to be paid upon completion at the set rate also established within the OAG approved budget, as authorized expenditures

eligible for payment, or reimbursement pursuant to ARTICLE 8, AUTHORIZED EXPENDITURES, of this Agreement.

2. All provisions in the AGREEMENT and any attachments thereto in conflict with this amendment are hereby changed to conform with this amendment.
3. All provisions in the AGREEMENT not in conflict with this amendment are still in effect and are to be performed at the level specified in the AGREEMENT.
4. This amendment and all its attachments are hereby made a part of the AGREEMENT.
5. This amendment is effective on March 1, 2021 or upon execution by both parties, whichever is later.

**IN WITNESS WHEREOF**, the AGENCY and the PROVIDER have executed this Amendment No. 1 to the AGREEMENT.

PORT ORANGE POLICE DEPARTMENT

FLORIDA DEPARTMENT OF LEGAL AFFAIRS,  
OFFICE OF THE ATTORNEY GENERAL

BY: _____  
AUTHORIZING OFFICIAL

BY: /s/ Richard H. Martin  
RICHARD MARTIN  
CHIEF OF STAFF

_____  
PRINT NAME

Feb 26, 2021  
DATE

_____  
DATE:



**Office of the Attorney General  
Grant Award Project Summary**

	Office of the Attorney General Division of Victim Services Bureau of Advocacy and Grants Management PL-01 The Capitol Tallahassee, Florida 32399-1050	<b>Office of the Attorney General Victims of Crime Act Grant</b>		<b>2020-2021</b>
Subrecipient Name and Address Port Orange Police Department 4545 Clyde Morris Boulevard Port Orange, Florida 32129-4062		OAG Grant Number  VOCA-2020-Port Orange Police Depart-00563 Amendment 1		
Subrecipient DUNS Number 008075645		Project Period: From 10/1/2020 To 9/30/2021		
Subrecipient IRS/Vendor/FEIN Number 596000412		Budget Period: From 10/1/2020 To 9/30/2021		
Project Title  OVC FY 18 VOCA Victim Assistance Formula		Award Date 10/02/2020	Award is R&D (Y/N) No	
		Federal Indirect Cost Rate or De Minimis Rate		
Previous Award Amount \$89,439.00		Amount of this Award \$32,654.00	Total Award \$122,093.00	
Special Conditions The above grant project is approved subject to such conditions or limitations as are set forth in the Office of the Attorney General contract.				
Catalog of Domestic Federal Assistance (CFDA Number) 16.575 – Crime Victim Assistance				
Summary Description of Project This grant award provides funds from the Crime Victims Fund to enhance crime victim services in the State of Florida. Victims of Crime Act (VOCA) assistance funds are typically competitively awarded by the Office of the Attorney General to public agencies and/or local, not-for-profit organizations that provide direct services to crime victims.				
Federal Award Agency U.S. Department of Justice Office of Justice Programs Office for Victims of Crime		OVC Project Period, Award Date  2018-2019: From 10/1/2017 to 9/30/2021		
OVC Federal Award Number 2018-V2-GX-0018 – Awarded 08-09-2018		OVC Total Award to OAG \$210,755,732		
OAG Staff Contact Christina Harris, Bureau Chief (850) 414-3380		Bureau Contact <a href="mailto:contact.voca@myfloridalegal.com">contact.voca@myfloridalegal.com</a> (850) 414-3380		
Signature, OAG Authorizing Official, Date  <i>/s/ Richard H. Martin</i> Feb 26, 2021		Signature, Agency Executive Director, Date		

**From:** [egrants@myfloridalegal.com](mailto:egrants@myfloridalegal.com)  
**To:** [Lasecki, Amanda](#)  
**Subject:** [EXT] Important Information on the 2020-2021 Upcoming Amendment Process  
**Date:** Friday, February 26, 2021 10:01:28 AM

---

The detailed instructions below provide important information on an upcoming Amendment process. Please read the entire document and follow all instructions.

The Office of the Attorney General (OAG) Division of Victim Services and Criminal Justice Programs, Bureau of Advocacy and Grants Management (BAGM) received increased budget authority from the Florida Legislature and will be amending the 2020-2021 Victims of Crime Act (VOCA) agreements. The increased budget authority resulted in the OAG increasing agencies' awards to the amount requested in the 2020-2021 VOCA Grant application for approved VOCA allowable costs in addition to other approved costs outlined below.

- The OAG will be increasing agency's awards based on the submitted 2020-2021 VOCA Grant Application. These funds will be included in the Personnel budget category in the EGrants system, by the OAG.
- An additional \$10,000 will be included in each award for COVID related expenses for example; deep cleaning, personal protective equipment, etc. These funds will be included in the Operating budget category in the EGrants system, by the OAG.
- In addition to the above, several of the Certified Domestic Violence and/or Certified Sexual Assault Centers will be awarded funding for a Relocation Assistance Position. This funding will be included as a separate line item in the Personnel budget category in the EGrants system, by the OAG.
- Several Certified Domestic Violence and/or Certified Sexual Assault Centers will also be awarded funding for Relocation Assistance expenses. This funding will be included in the Operating budget category in the EGrants system, by the OAG.

All costs requested for reimbursement, from the increased funding, must be preapproved by the agency's OAG Grant Manager prior to invoicing, to ensure allowability. If the agency finds that the funds need to be transferred to another budget category, the agency must initiate the budget modification process in the EGrants system.

#### MATCH REQUIREMENT INFORMATION

The match requirement for the funds allocated in the increased budget authority amendment will be waived. Agencies will not be required to provide match for the increased budget authority Amendment funding. Any match pertaining to funds previously awarded are not covered by this match waiver.

#### INSTRUCTIONS FOR SIGNING THE AMENDMENT

Within the next week the agency will be receiving an Amendment to the 2020-2021 VOCA Agreement and a revised Project Summary form through Adobe Sign. The Amendment is to increase the total amount of funds available for reimbursement under the VOCA Grant for all approved VOCA allowable costs. The Amendment modifies the current VOCA Agreement.

The Amendment and Project Summary form will be sent through Adobe Sign to the email

address included for the Agency Director in the EGrants system. Follow the below steps to sign the Amendment and Project Summary form:

1. Open the email received from Rebekah Smith
2. Select "Review and Sign"
3. Thoroughly read the Amendment and Project Summary form by scrolling down through the documents
4. Select the "Start" tab to begin signing the Amendment and Project Summary form
5. Click in the box with the red asterisk, in the Amendment
6. In the pop up, the authorizing official should type in his/her name
7. Select "Apply", this will affix the signature to the Amendment
8. Click in the "Print Name" box, in the Amendment
9. The authorizing official should type in his/her name
10. Select the "Next" tab
11. Click in the box with the red asterisk, in the Project Summary form (After clicking in the box, Adobe Sign will affix the authorizing official's signature, as created on the Amendment)
12. Select the "Consumer Disclosure" link and review
13. Select the "Adobe Terms of Use" link and review
14. Select "Click to Sign"
15. The Amendment and Project Summary form will be emailed back to the OAG
16. To download a copy of the executed Amendment and Project Summary form, select "download a copy"
17. You will then receive an email from Office of the Attorney General indicating the signing process is complete along with a PDF of the executed Amendment and Project Summary form. You may also open the documents online by selecting "Open Agreement"

In the event someone other than the recipient of the Amendment needs to sign the Amendment, the agency must:

1. Open the email received from Rebekah Smith
2. Select "Review and Sign"
3. Select the "Options" drop down in the left-hand corner
4. Select "Download PDF"
5. Print the Amendment and Project Summary form
6. Route a paper version of the Amendment and Project Summary form for signature
7. Mail the executed Amendment and Project Summary form to:

Office of the Attorney General  
Bureau of Advocacy and Grants Management  
PI-01 The Capitol  
Tallahassee, Florida 32399-1050

## QUESTIONS?

If you have any questions, please email [contact.voca@myfloridalegal.com](mailto:contact.voca@myfloridalegal.com)



FY 2020/2021  
(GRANT PERIOD October 1, 2020 through September 30, 2021)

AGREEMENT BETWEEN THE STATE OF FLORIDA  
DEPARTMENT OF LEGAL AFFAIRS  
OFFICE OF THE ATTORNEY GENERAL

AND

**Port Orange Police Department**

GRANT NO: VOCA-2020-Port Orange Police Depart-00563

THIS AGREEMENT is entered into in the City of Tallahassee, Leon County, Florida by and between the State of Florida, Department of Legal Affairs, Office of the Attorney General (OAG), the pass-through agency for the Victims of Crime Act (VOCA), Catalog of Federal Domestic Assistance (CFDA) Number - 16.575, hereafter referred to as "the OAG," an agency of the state of Florida, with headquarters located at PL-01, The Capitol, Tallahassee, Florida 32399-1050, and the **Port Orange Police Department**, hereafter referred to as "the Provider," and jointly referred to as "the Parties." The parties hereto mutually agree as follows:

**ARTICLE 1. ENGAGEMENT OF THE PROVIDER**

The OAG engages the Provider to perform services as specified in this Agreement. All services are to be performed solely by the Provider and may not be subcontracted or assigned without prior written consent of the OAG. The consent of the OAG does not vest any rights in the subcontractor or create any obligation on behalf of the OAG to the subcontractor. All subcontract agreements will contain a disclosure to this effect.

This Agreement will be performed in accordance with the rules implementing the provisions of VOCA, 34 U.S.C. § 20103, Crime Control and Law Enforcement, 28 C.F.R. §§ 94.101 through 94.122, the federal government-wide grant rules as set forth in 2 C.F.R. § 200, et. seq., and the U.S. Department of Justice, (DOJ), Office of Justice Programs, DOJ Grants Financial Guide, (Financial Guide), incorporated herein by reference, and any other regulations or guidelines currently or subsequently required by the U.S. Department of Justice and State or Federal laws.

**ARTICLE 2. SCOPE OF WORK**

For the term of this Agreement, the Provider will maintain a victim services program that will be available to provide direct services to victims of crime who are identified by the Provider or are presented to the Provider, as specified in the approved Grant Application of the Provider for the Grant Period as approved by the OAG and incorporated herein by reference.

For the Grant Period beginning October 1, 2020 and ending September 30, 2021, the Provider may seek reimbursement of allowable costs for providing victim services through the period of performance coinciding with the Grant Period, as outlined in the Grant Application as approved by the OAG and the U.S. Department of Justice, Office of Justice Programs, incorporated herein by reference, unless otherwise approved by the OAG in writing.

### **ARTICLE 3. TIME OF PERFORMANCE**

This Agreement will become effective on October 1, 2020, or on the date when this Agreement has been signed by all parties, whichever is later, and will end on September 30, 2021. No costs incurred by the Provider prior to, or after, the Grant Period as the period of performance for this Agreement will be reimbursed, and the Provider is solely responsible for any such expenses.

### **ARTICLE 4. GRANT FUNDS**

The Provider will not commingle grant funds (payments and reimbursements made under this Agreement) with other personal or business accounts. The U.S. Department of Justice, DOJ Grants Financial Guide does not require physical segregation of cash deposits or the establishment of any eligibility requirements for funds which are provided to a Provider. The Provider's accounting systems must ensure grant funds are not commingled with funds on either a program-by-program or a project-by-project basis. Grant funds specifically budgeted and received for one project may not be used to support another. Where the Provider's existing accounting system cannot comply with this requirement, the Provider will establish an additional accounting system to provide adequate grant fund accountability for each project.

In accordance with the provisions of section 287.0582, Florida Statutes, if the terms of this Agreement and reimbursement contemplated by this Agreement extend beyond the current fiscal year, the OAG's performance and obligation to reimburse under this Agreement are contingent upon an annual appropriation and spending authority by the Florida Legislature. In addition, the OAG's performance and obligation to reimburse under this Agreement is contingent upon the OAG's Victims of Crime Act award, as funded through the U.S. Department of Justice, Office for Victims of Crime formula grant program.

### **ARTICLE 5. FINANCIAL CONSEQUENCES**

In accordance with section 215.971, Florida Statutes, provisions specifying the financial consequences that apply if the Provider fails to perform the minimum level of service required by this Agreement are set forth in this paragraph. The Provider will be held responsible for maintaining a victim services program that will be available to provide direct services to victims of crime who are identified by the Provider or are presented to the Provider, and meeting the deliverables and the performance standards as outlined in the current year VOCA Grant Application and approved by the OAG, included within the OAG E-Grants Management System, and incorporated herein by reference in the approved application, unless otherwise modified as approved by the OAG in writing. If the Provider does not maintain a victim services program that will be available to provide direct services to victims of crime as outlined in the approved application without an approved justification, the OAG will impose a corrective action plan and/or a reduction of the final payment for the grant period under this Agreement by five percent of the total award amount listed in Article 34. Additionally, failure of Provider to

comply with all provisions of this agreement, including but not limited to compliance with audits, maintenance of documentation, monitoring, and report submissions may result in the withholding of payments until such issues are resolved as determined by the OAG. The provisions in the Article do not limit the OAG's rights under the law with regard to breach of this agreement or specified termination provisions.

## **ARTICLE 6. REGISTRATION REQUIREMENTS**

Prior to execution of this Agreement, the Provider will be registered electronically with the State of Florida at MyFloridaMarketPlace.com. If the parties agree that exigent circumstances exist that would prevent such registration from taking place prior to execution of this Agreement, then the Provider will register within 21 days from execution. The online registration can be completed at: <http://dms.myflorida.com/dms/purchasing/myfloridamarketplace>

The Provider will comply with the applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by the Federal Office of Management and Budget and the DOJ's Office of Justice Programs), and to acquire and provide a Data Universal Numbering System (DUNS) number. The Provider will comply with applicable restrictions on subcontractors that do not acquire and provide a DUNS number. The details of Provider obligations are posted on the Office of Justice Programs' website at <https://www.ojp.gov/funding> (Award condition: Registration with the System for Award Management and Universal Identifier Requirements), and are incorporated by reference. This special condition does not apply to the Provider who is an individual and received the grant award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

## **ARTICLE 7. W-9 REQUIREMENT**

The State of Florida Department of Financial Services requires that vendors have a verified Substitute Form W-9 on file to avoid delays in payments. Information on how to register and complete your Substitute Form W-9 can be found at <http://flvendor.myfloridaefo.com>. The Vendor Management Section can also be reached at (850) 413-5519.

## **ARTICLE 8. AUTHORIZED EXPENDITURES**

Only expenditures during the Grant Period which are detailed in the approved budget of the grant application, a revised budget, or an amended budget approved by the OAG are eligible for reimbursement with grant funds. Any requested modification to the budget must be submitted by the Provider in writing to the OAG and will require prior approval by the OAG. Budget modification approval is at the sole discretion of the OAG. Any grant funds reimbursed under this Agreement must be used in accordance with the rules implementing the provisions of VOCA, 34 U.S.C. § 20103, Crime Control and Law Enforcement, 28 C.F.R. §§94.101 through 94.122, the federal government-wide grant rules as set forth in the 2 C.F.R. § 200, and the U.S. Department of Justice, (DOJ), Office of Justice Programs, DOJ Grants Financial Guide, (Financial Guide), incorporated herein by reference, and any other regulations or guidelines currently or subsequently required by the U.S. Department of Justice and State or Federal laws. Expenditures for the acquisition and maintenance of telephones and equipment will be proportional to the percentage of VOCA grant funded staff who utilize the telephones and equipment, as contemplated by this Agreement.



Grant funds cannot be used as a revenue generating source and crime victims cannot be charged either directly or indirectly for services reimbursed with grant funds. Third party payers such as insurance companies, victim compensation, Medicare or Medicaid may not be billed for services provided by grant funded personnel to clients. Grant funds must be used to provide services to all crime victims, regardless of their financial resources or availability of insurance or third-party reimbursements. Travel expenses will be reimbursed with grant funds only in accordance with section 112.061, Florida Statutes.

Expenditures of state financial assistance must be in compliance with all laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Florida Reference Guide for State Expenditures.

Only allowable costs resulting from obligations incurred during the term of this Agreement are eligible for reimbursement, and any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the OAG. Any funds paid in excess of the amount to which the Provider is entitled under the terms of this Agreement must be refunded to the OAG.

The Provider will reimburse the OAG for all unauthorized expenditures and the Provider will not use grant funds for any expenditures made by the Provider prior to the execution of this Agreement or after the termination date of this Agreement. If the Provider is a unit of local or state government, the Provider must follow the written purchasing procedures of that governmental agency or unit. If the Provider is a non-profit organization, the Provider will obtain a minimum of three written quotes for all single item grant-related purchases equal to or in excess of \$2,500 unless it is documented that the vendor is a sole source supplier. The Provider will use the lowest quote for the purchase.

The Provider will not use any federal funds (including grant funds), either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of the U.S. Department of Justice, Office of Justice Programs.

The Provider must report suspected fraud, waste and abuse to the OAG's Office of the Inspector General at 850-414-3300.

## **ARTICLE 9. PROGRAM INCOME**

The Provider will provide services to crime victims, at no charge, through the VOCA grant funded project. Upon request, the Provider will provide the OAG with financial records and internal documentation regarding the collection and disposition of program income, including, but not limited to, Victim Compensation, insurance, Medicare, Medicaid, restitution and direct client fees.

## **ARTICLE 10. METHOD OF PAYMENT**

Payment for services performed under this Agreement will be issued in accordance with the provisions of section 215.422, Florida Statutes. The OAG will have 20 days from the receipt of any invoice for the approval and inspection of

goods or services.

All required performance reports must be completed by the Provider and received by the OAG to document the provision of the project deliverables. Processing of reimbursement of a monthly invoice is contingent upon timely OAG receipt of performance reports, subject to approval by the OAG of the level of service provided during the invoiced period, and approval by the OAG of all required performance reports. The Provider will provide all performance reports on a quarterly and annual basis unless otherwise requested by the OAG. The quarterly reports for quarters ending December, March, and June must be submitted by the Provider to the OAG by the 15th day of the month immediately following the end of the quarter.

Except for the monthly invoices for December, March and June, each monthly invoice and all required supporting documentation, including a Certificate of Availability, must be submitted by the Provider to the OAG by the last day of the month immediately following the month for which reimbursement is requested, unless otherwise approved by the OAG in writing. The monthly invoices for December, March and June and all required supporting documentation, including a Certificate of Availability, must be submitted by the Provider to the OAG by the 15th day of the month immediately following the month for which reimbursement is requested, unless otherwise approved by the OAG in writing. The Provider will maintain appropriate documentation of all costs for which reimbursement is sought on the invoice. The OAG may require any appropriate documentation of expenditures prior to approval of the invoice and may withhold reimbursement if services are not satisfactorily completed or if the documentation is not satisfactory. The final invoice and final performance reports are due to the OAG no later than the last day of the month immediately following the cancellation, expiration, or termination of this Agreement.

If the Provider submits an invoice that does not accurately reflect the costs associated for that month, the correct costs must be submitted on the next monthly invoice or forfeit reimbursement from the grant for those particular costs. The OAG will not accept any corrected invoices that are not received within this timeframe. If complete and correctly documented invoices are not received within these time frames, all right to reimbursement may be forfeited, the OAG may not honor any subsequent requests for payment.

Any reimbursement due or any approval necessary under the terms of this Agreement will be withheld until all evaluation, financial and program reports due from the Provider, and necessary adjustments thereto, have been approved by the OAG. The Provider is required to inform the OAG if they are being investigated by any governmental agency for financial, programmatic, or other issues. If it comes to the attention of the OAG that the Provider is being investigated, all pending requests for reimbursement may not be processed until the matter is resolved to the satisfaction of the OAG.

The Provider will maintain and timely submit such progress, fiscal, inventory, and other reports as the OAG may require pertaining to this grant.

The Provider is required to match the grant award as required in the rules implementing the Federal Victims of Crime Act. Match contributions equal to 20 percent (cash or in-kind) of the total cost of each VOCA project (VOCA grant funds plus match contributions) must be reported monthly to the OAG. All funds designated as match contributions are restricted in the same manner and to be expended for the same uses as the VOCA victim assistance grant funds and

must be expended within the grant period. Unless otherwise approved by the OAG, match contributions must be reported on a monthly basis in an amount consistent with the amount of funding requested for reimbursement.

#### **ARTICLE 11. VENDOR OMBUDSMAN**

Pursuant to section 215.422(7), Florida Statutes, the Florida Department of Financial Services has established a Vendor Ombudsman, whose duties and responsibilities are to act as an advocate for vendors who may have problems obtaining timely payments from state agencies. The Vendor Ombudsman may be reached at (850) 413-5516.

#### **ARTICLE 12. LIABILITY AND ACCOUNTABILITY**

The Provider, if a non-profit entity, will provide continuous and adequate director, officer, and employee liability insurance coverage against any personal liability or accountability by reason of actions taken while acting within the scope of their authority during the existence of this Agreement and any renewal and extension thereof. Such coverage may be provided by a self-insurance program established and operating under the laws of the state of Florida.

#### **ARTICLE 13. INDEPENDENT CONTRACTOR**

The Provider is an independent contractor and not an officer, employee, agent, servant, joint venture, or partner of the state of Florida, except where the Provider is a state Agency. Neither the Provider nor its agents, employees, subcontractors or assignees will represent to others that the Provider has the authority to bind the OAG. This Agreement does not create any right to any state retirement, leave or other benefits applicable to state of Florida personnel as a result of the Provider performing its duties or obligations under this Agreement. The Provider will take such actions as may be necessary to ensure that each subcontractor of the Provider will be deemed an independent contractor and will not be considered or permitted to be an officer, employee, agent, servant, joint venturer, or partner of the state of Florida. The OAG will not furnish support services (e.g., office space, office supplies, telephone service, and administrative support) to the Provider, or its subcontractor or assignee, unless specifically agreed to in writing by the OAG.

All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Provider, the Provider's officers, employees, agents, subcontractors, or assignees will be the sole responsibility of the Provider.

#### **ARTICLE 14. DOCUMENTATION, RECORD RETENTION**

The Provider will maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of grant funds.

The Provider will maintain a file for inspection by the OAG or its designee, Chief Financial Officer, Auditor General, or U.S. Department of Justice that contains written invoices for all fees, or other compensation for services and expenses, in detail sufficient for a proper pre-audit and post-audit. This includes the nature of the services performed or



expenses incurred, the identity of any persons who performed the services or incurred the expenses, the daily time and attendance records and the amount of time expended in performing the services (including the day on which the services were performed), and if expenses were incurred, a detailed itemization of such expenses. All documentation, including audit working papers, will be maintained at the office of the Provider for a period of five years from the termination date of this Agreement, or until any audit has been completed and any findings have been resolved, whichever is later.

The Provider will give authorized representatives of the OAG the right to access, receive and examine all records, books, papers, case files, documents, goods and services related to the grant funds. The Provider, by signing this Agreement specifically authorizes the OAG to receive and review any record reasonably related to the purpose of the grant as authorized in the original approved grant application and or the amendments thereto. Failure to provide documentation as requested by the OAG under the provisions of this Agreement will result in either the termination of the agreement or suspension of further reimbursements to the Provider until all requested documentation has been received, reviewed, and the costs are approved for reimbursement by the OAG.

#### **ARTICLE 15. PUBLIC RECORDS**

The Provider will keep and maintain public records required by the OAG to perform all services required under this Agreement. A request to inspect or copy public records relating to this Agreement must be made directly to the OAG. If the OAG does not possess the requested records, the OAG will immediately notify the Provider of the request. Upon request by the OAG to inspect or copy public records relating to this Agreement, the Provider will provide the OAG with a copy of the requested records at no cost to the OAG, or allow the records to be inspected or copied by the member of the public making the records request at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. The Provider must ensure that in allowing public access to all documents, papers, letters, or other materials made or received in conjunction with this Agreement, those records that are exempt or confidential and exempt from public records disclosure requirements by operation of section 119.071, Florida Statutes or Chapter 119, Florida Statutes, are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Provider does not transfer the records to the OAG.

If the Provider fails to provide the public records to the OAG within a reasonable time, it may be subject to penalties under section 119.10, Florida Statutes, as well as unilateral cancellation of this Agreement by the OAG. In the event the Provider's business closes or the Provider is permanently unable to perform under this Agreement, the Provider will electronically transfer, at no cost, all public records to the OAG upon becoming aware of any impending closure or event that renders the Provider unable to perform said services. Upon completion of this Agreement, the Provider will keep and maintain public records required by the OAG to perform the services to be provided in the scope of this Agreement, or electronically transfer in a file format compatible with the information technology systems of the OAG, at no cost to the OAG, all public records in possession of the Provider. If the Provider transfers all public records to the OAG upon completion or termination of the Agreement, the Provider will destroy all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Provider keeps and maintains public records upon completion of the Agreement, it must meet all applicable requirements for retaining public records, consistent with the state of Florida's records retention schedule. All public records stored electronically

must be provided to the OAG, upon request of its Custodian of Public Records, at no cost to the OAG, in a format compatible with the information technology systems of the OAG. The OAG may unilaterally terminate this Agreement if the Provider refuses to allow access to all public records made or maintained by the Provider in conjunction with this Agreement, unless the records are exempt from section 24(a) of Art. I, Florida State Constitution, and sections 119.07(1) or 960.15, Florida Statutes.

**IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-414-3634, [publicrecordsrequest@myfloridalegal.com](mailto:publicrecordsrequest@myfloridalegal.com), OFFICE OF THE ATTORNEY GENERAL, PL-01, THE CAPITOL, TALLAHASSEE, FL 32399-1050.**

#### **ARTICLE 16. PROPERTY**

The Provider will be responsible for the proper care and custody of all property purchased with grant funds and agrees not to sell, transfer, encumber, or otherwise dispose of property acquired with grant funds without the written permission of the OAG. If the Provider is no longer a grant funds recipient, all property acquired by grant funds will be subject to the provisions of the Financial Guide.

#### **ARTICLE 17. AUDITS; COMPLIANCE WITH THE INSPECTOR GENERAL**

Pursuant to section 20.055, Florida Statutes, the Provider, and any subcontractor to the Provider understand and will comply with their duty to cooperate with the Inspector General in any investigations, audit inspection or review.

The administration of funds disbursed by the OAG to the Provider may be subject to audits and or monitoring by the OAG, as described in this section.

This part is applicable if the Provider is a non-federal entity, meaning a state, local government, Indian tribe, institution of higher learning, or nonprofit organization that carries out a federal award as a recipient or subrecipient, as defined in Title 2 C.F.R. Part 200, Subpart A.

1. In the event the Provider expends \$750,000 or more during the non-federal entity's fiscal year in federal awards, it must have a single or program-specific audit conducted for that year in accordance with the provisions of federal government-wide grant rules as set forth in 2 C.F.R. § 200, et. seq. Article 34 to this Agreement indicates the amount of federal funds disbursed through the OAG by this Agreement. In determining the federal awards expended in its fiscal year, the Provider will take into account all sources of federal awards, including federal resources received from the OAG. The determination of amounts of federal awards expended should be in accordance with the guidelines established by federal government-wide grant rules as set forth in 2 C.F.R. § 200. An audit of the Provider conducted by the Auditor General in accordance with the 2 C.F.R. § 200.500, will meet the requirements of this part.

2. In connection with the audit requirements addressed in this part, the Provider will fulfill the requirements relative to auditee responsibilities as provided in 2 C.F.R. § 200.508.
3. In the event the Provider expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with 2 C.F.R. § 200.500, the cost of the audit must be reimbursed from non-federal funds (i.e., the cost of such an audit must be reimbursed from Provider resources obtained from other than federal entities), as mandated in 2 C.F.R. § 200.400.

## **ARTICLE 18. AUDIT REPORT SUBMISSION**

Audit reports must be submitted no later than 150 days following cancellation, termination or expiration of this Agreement.

1. Copies of audit reports for audits conducted in accordance with the 2 C.F.R. § 200.500, and required by this Agreement will be submitted, when required by 2 C.F.R. § 200.512, by or on behalf of the Provider directly to the following:
  - A. Office of the Attorney General  
Bureau of Advocacy and Grants Management  
PL-01, The Capitol  
Tallahassee, Florida 32399-1050
2. Any reports, management letters, or other information required to be submitted to the OAG pursuant to this Agreement will be submitted timely in accordance with federal government-wide grant rules as set forth in 2 C.F.R. § 200, et. seq., as applicable.
3. Providers should indicate the date the financial reporting package was delivered in correspondence accompanying the financial reporting package.

## **ARTICLE 19. MONITORING**

In addition to reviews of audits conducted in accordance with 2 C.F.R. § 200.500, the Provider will comply and cooperate with any monitoring procedures and processes and additional audits deemed appropriate by the OAG, including but not limited to on-site visits. The Provider will also comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the OAG or its designee, Chief Financial Officer, Auditor General or the U.S. Department of Justice.

The Provider may not accept duplicate funding for any cost, position, service or deliverable funded by the OAG. Duplicative funding is defined as more than 100 percent payment from all funding sources for any cost, position, service or deliverable. If there are multiple funding sources and a program is funded by the OAG, the OAG or its designee has the



right to review all documents related to those funding sources to determine whether duplicative funding is an issue. If duplicate funding is found, this Agreement may be suspended, terminated or both while the extent of the overpayment is determined. Failure to comply with state or federal law, and the U.S. Department of Justice Programs, Financial Guide, may also result in the suspension, termination or both of this Agreement while the extent of the overpayment is determined. Absent fraud, in the event that there has been an overpayment to the Provider for any reason, if the amount of the overpayment cannot be determined to a reasonable degree of certainty, as determined in the sole discretion of the OAG, the Provider will reimburse to the OAG one half of the monies previously paid to the Provider for that line item for the grant year in question.

#### **ARTICLE 20. RETURN OF FUNDS**

The Provider will return to the OAG any overpayments made to the Provider for unearned income or disallowed items pursuant to the terms and conditions of this Agreement. In the event the Provider or any outside accountant or auditor determines that an overpayment has been made, the Provider will immediately return to the OAG such overpayment without prior notification from the OAG. In the event the OAG discovers that an overpayment has been made, the contract manager, on behalf of the OAG, will notify the Provider and the Provider will forthwith return the funds to the OAG. Should the Provider fail to immediately reimburse the OAG for any overpayment, the Provider will be charged interest at the rate in effect on the date of the overpayment, as determined by the State of Florida, Chief Financial Officer, pursuant to Chapter 55, Florida Statutes, on the amount of the overpayment or outstanding balance thereof. Interest will accrue from the date of the Provider's initial receipt of funds up to the date of reimbursement of said overpayment funds to the OAG.

#### **ARTICLE 21. PUBLIC ENTITY CRIME**

Pursuant to section 287.133, Florida Statutes, the following restrictions are placed on persons convicted of public entity crimes to transact business with the OAG: When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he/she 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 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, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. The Provider certifies that neither it nor any affiliate has been placed on such convicted vendor list and will notify the OAG within five days of its, or any of its affiliate's, placement thereon.

#### **ARTICLE 22. GRATUITIES**

The Provider will not offer or give any gift or any form of compensation to any OAG employee. As part of the consideration for this Agreement, the parties intend that this provision will survive this Agreement for a period of two years. In addition to any other remedies available to the OAG, any violation of this provision will result in referral of the

Provider's name and description of the violation of this term to the Department of Management Services for the potential inclusion of the Provider's name on the suspended vendors list for an appropriate period. The Provider will ensure that its subcontractors, if any, comply with these provisions.

#### **ARTICLE 23. PATENTS, COPYRIGHTS, AND ROYALTIES**

The Provider agrees that if any discovery or invention arises or is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected herewith, the discovery or invention will be deemed transferred to and owned by the state of Florida. Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the state of Florida.

In the event that any books, manuals, films, or other copyrightable materials are produced, the Provider will identify all such materials to the Agency. The Provider does hereby assign to the OAG and its assigns or successors, all rights accruing under or in connection with performance under this Agreement, including the United States Copyright, all other literary rights, all rights to sell, transfer or assign the copyright, and all rights to secure copyrights anywhere in the world.

The Provider will indemnify and hold the OAG and its employees harmless from any claim or liability whatsoever, including costs and expenses, arising out of any copyrighted, patented, or unpatented invention, process, or article manufactured or used by the Provider in the performance of this Agreement. The Provider will indemnify and hold the OAG and its employees harmless from any claim against the OAG for infringement of patent, trademark, copyright or trade secrets. The OAG will provide prompt written notification of any such claim. During the pendency of any claim of infringement, the Provider may, at its option and expense, procure for the OAG, the right to continue use of, or to replace or modify the article to render it non-infringing. If the Provider uses any design, device, or materials covered by letters patent, or copyright, it is mutually agreed and understood without exception the compensation paid pursuant to this Agreement includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this Agreement.

Subcontracts must specify that all patent rights and copyrights are reserved to the state of Florida.

#### **ARTICLE 24. INDEMNIFICATION AND ASSUMPTION OF LIABILITY**

The Provider will be liable for and indemnify, defend, and hold the OAG, and all of its officers, agents, and employees, harmless from all claims, suits, judgments, or damages, including attorney's fees and costs, arising out of any act or omission or neglect by the Provider and its agents, employees and subcontractors during the performance or operation of this Agreement or any subsequent modifications or extensions thereof.

The Provider's evaluation or inability to evaluate its liability will not excuse the Provider's duty to defend and to indemnify the OAG within seven days after notice by the OAG. The Provider will pay all costs and fees including attorney's fees related to these obligations and their enforcement by the OAG. The OAG's failure to notify the Provider of a claim will not release the Provider from these duties. The Provider will not be liable for any claims, suits, judgments,

or damages arising solely from the negligent acts of the OAG.

The Provider will assume all liability associated with providing services under the terms and conditions of this Agreement. This includes, but is not limited to, premises liability and any travel taken by any employee of Provider or any recipient of Provider's services.

**NOTE: The indemnification provisions of this Article are not applicable to entities identified in section 768.28(2), Florida Statutes, and do not constitute a waiver of sovereign immunity, or increase the limited waiver of sovereign immunity specified in section 758.28, Florida Statutes.**

## **ARTICLE 25. TERMINATION**

This Agreement may be terminated by the OAG for any reason upon five days written notice via certified U.S. mail, hand delivery, or email to the Provider to the physical or email address provided by the Provider in the application.

In the event funds for payment pursuant to this Agreement become unavailable, the OAG may terminate this Agreement upon no less than 24 hours written notice to the Provider. The notice will be sent by a method of email, or by hand delivery with proof of delivery, to the representative of the Provider responsible for administration of the program. The OAG will be the final authority as to the availability and adequacy of funds.

In the event this Agreement is terminated by the OAG, the Provider will deliver documentation of ownership or title, if appropriate for all supplies, equipment and personal property purchased with grant funds to the OAG, within 30 days after termination of this Agreement. Any finished or unfinished documents, data, correspondence, reports and other products prepared by or for the Provider under this Agreement will be made available to and for the exclusive use of the OAG.

Notwithstanding the above, the Provider will not be relieved of liability to the OAG for damages sustained by the OAG by any termination by the OAG of this Agreement by the Provider. In the event this Agreement is terminated by the OAG, the Provider will be reimbursed for satisfactorily performed and documented services provided prior to the effective date of termination.

## **ARTICLE 26. AMENDMENTS**

Modification of any provision of this Agreement must be mutually agreed upon by all parties and requires a written and fully executed amendment to this Agreement, except as provided for budget modifications submitted by the Provider in writing which have been previously approved by the OAG pursuant to the terms of ARTICLE 8, AUTHORIZED EXPENDITURES.

## **ARTICLE 27. NONDISCRIMINATION**

Recipients of federal financial assistance must comply with applicable federal civil rights laws, which may include



the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. §§ 10228(c) and 10221(a)); the Victims of Crime Act of 1984, as amended (34 U.S.C. § 20110(e)); The Juvenile Justice and Delinquency Prevention Act of 1974, as amended (34 U.S.C. § 11182(b)); Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); and Exec. Order 13279 (67 Fed. Reg. 241).

Pursuant to applicable federal laws and Chapter 760, Florida Statutes, the Provider will not discriminate against any client or employee in the performance of this Agreement or against any applicant for employment because of age, race, religion, color, disability, national origin, marital status or sex. All contractors, subcontractors, sub-grantees, or others that the Provider engages to provide services or benefits to clients or employees in connection with any of its programs and activities will not discriminate against those clients or employees because of age, race, religion, color, disability, national origin, marital status or sex.

The Provider must have policies and procedures in place for responding to complaints of discrimination that employees and beneficiaries file directly with the Provider. Information provided by the U.S. Department of Justice, Office of Justice Programs, to assist with policy and procedure development is available at <http://ojp.gov/about/offices/ocr.htm>.

In the event a federal or state court, or a federal or state administrative agency, makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, marital status or sex against the Provider, the Provider will forward a copy of the findings to the Office of Justice Programs, Office for Civil Rights (OCR), and the OAG.

As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Safe Streets Act and Title VI of the Civil Rights Act of 1964, the Provider must take reasonable steps to ensure that LEP persons have meaningful access to its programs and activities. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. The Provider is encouraged to consider the need for language services for LEP persons served or encountered both in developing its budgets and in conducting its programs and activities. Additional assistance and information regarding your LEP obligations can be found at <http://www.lep.gov>.

In accordance with federal civil rights laws, the Provider will not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

All Providers must complete a review of the Office of Justice Programs, Office for Civil Rights training modules and confirm compliance with this requirement to the OAG through self-reporting by December 31, 2020. The training modules are available at <http://ojp.gov/about/ocr/assistance.htm>.

Pursuant to section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory

vendor list may not submit a response on a contract to provide any goods or services to a public entity; may not submit a response on a contract with a public entity for the construction or repair of a public building or public work; may not submit a response 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.

The Provider will notify the OAG if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of this Agreement.

The OCR issued an advisory document for federal grant recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at [http://ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf](http://ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf). Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOs).

## **ARTICLE 28. NONDISCRIMINATION IN PROGRAMS INVOLVING STUDENTS**

The Provider will not use award funding to discriminate against students that are participating in (or benefiting from) programs that are funded by those same federal funds. As an example provided by the Office for Victims of Crime, Office of Justice Programs, the Provider cannot use VOCA funding to treat a Catholic student differently than a non-Catholic student when both are applying for, or receiving benefits from, the VOCA program. This same protection also applies to the students' parents or legal guardians.

## **ARTICLE 29. ACKNOWLEDGMENTS**

All publications, advertising or written descriptions of the sponsorship of the program will state: "This project was supported by Award No. VOCA-2020-Port Orange Police Depart-00563 awarded by the Office for Victims of Crime, Office of Justice Programs. Sponsored by (name of Provider) and the state of Florida."

The Provider is required to display a civil rights statement prominently on all publications, websites, posters and informational materials mentioning USDOJ programs in bold print and no smaller than the general text of the document. The full civil rights statement must be used whenever possible. Single page documents that do not have space for the full civil rights statement may contain a condensed version in a print size no smaller than the text used throughout the document. If the civil rights statement is missing on a publication, the statement must be included the next time the publication is revised or reprinted and printed copies of the statement must be attached to the current supply of the publication until the next revision is reprinted.

Full Civil Rights Statement: In accordance with federal law and U.S. Department of Justice policy, this organization is prohibited from discriminating on the basis of race, color, national origin, religion, sex, age, or disability. To file a complaint of discrimination, write the Florida Department of Legal Affairs, Federal Discrimination Complaint Coordinator, PL-01 The Capitol, Tallahassee, Florida, 32399-1050, or call 850-414-3300, or write Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, NW, Washington, DC 20531 or call 202-307-0690 (Voice) or 202-307-2027 (TDD/TTY) or <https://www.ojp.gov/program/civil-rights/filing-civil-rights-complaint>. Individuals who are hearing impaired or have speech disabilities may also contact OCR through the Federal Relay Service at 800-877-8339 (TTY), 877-877-8982 (Speech), or 800-845-6136 (Spanish).

Condensed Civil Rights Statement: The Port Orange Police Department is an equal opportunity provider and employer.

The Provider is required to display the OAG's "Civil Rights Fact Sheet" at locations open to the public. The "Civil Rights Fact Sheet" will be made available to the Provider via the OAG E-Grants Management System.

#### **ARTICLE 30. EMPLOYMENT**

The employment of unauthorized aliens by the Provider is considered a violation of section 274A(a) of the Immigration and Nationality Act. If the Provider knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement. Any services performed by any such unauthorized aliens will not be paid.

The Provider will utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all persons hired during this Agreement term. The OAG may request documentation of compliance with this provision at any time during the Agreement term.

#### **ARTICLE 31. NO THIRD-PARTY RIGHTS**

This Agreement and the rights and obligations created by it are intended for the sole benefit of the OAG and the Provider. No third party to this Agreement, including the victims served by the Provider, have any rights under this Agreement. No third party may rely upon this Agreement or the rights and representations created by it for any purpose.

#### **ARTICLE 32. ADMINISTRATION OF AGREEMENT**

All approvals referenced in this Agreement must be obtained from the parties' contract administrators or their designees. All notices must be given to the parties' contract administrators respectively.

The OAG's contract administrator is Christina F. Harris, Chief, Bureau of Advocacy and Grants Management. The Provider's contract administrator will be provided at the time of execution.



The parties will provide each other with written notification of any change in its designated representative for this Agreement. Such changes do not require a formal written amendment to this Agreement.

### **ARTICLE 33. CONTROLLING LAW AND VENUE**

This Agreement will be governed by the laws of the state of Florida. All litigation arising under this Agreement will be instituted in the appropriate court of general jurisdiction in Leon County, Florida.

### **ARTICLE 34. AMOUNT OF FUNDS**

The OAG will reimburse the Provider for contractual services and/or availability to provide services for the entire time of performance, as set forth in Article 3 of this Agreement, and completed in accordance with the terms and conditions of this Agreement. The total sum of monies available for reimbursement to the Provider for services provided will not exceed \$89,439.00.

“Availability to Provide Services” is defined as maintaining sufficient capacity to assist victims during the Provider’s business hours throughout the Agreement term. Provider’s business hours should be set during standard business work hours, which are between 8:00 a.m. to 6:00 p.m. Monday through Friday, unless otherwise approved as alternative standard business work hours by the OAG. Employee leave earned under this grant period is reimbursable; however, the Provider must continue to maintain sufficient capacity to assist victims.

“Contractual Services” are defined as those specified services established within the OAG approved budget for which the Provider is to be paid upon completion at the set rate also established within the OAG approved budget, as authorized expenditures eligible for payment, or reimbursement pursuant to ARTICLE 8, AUTHORIZED EXPENDITURES, of this Agreement.

### **ARTICLE 35. ENTIRE AGREEMENT**

This Agreement and the approved 2020-2021 grant application in the E-Grants Management System, embody the entire agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained herein. This Agreement supersedes all previous communications, representations or agreements on this same subject, verbal or written, between the parties.

There are no representations or statements that are relied upon by the parties that are not expressly set forth herein.

The Provider’s signature below specifically acknowledges understanding of the fact that the privilege of obtaining a VOCA grant is not something this or any Provider is entitled to receive. This Agreement is for one-time funding only and will not exceed one federal fiscal year. There is absolutely no expectation or guarantee, implied or otherwise, the Provider will receive VOCA funding in the future. The OAG strongly encourages the Provider to secure funding from other sources if the Provider anticipates the program will continue beyond the current grant year.

Each of the parties executing this Agreement have full authority to do so and have received all lawfully necessary

approvals to enter into this Agreement.

IN WITNESS WHEREOF, the OFFICE OF THE ATTORNEY GENERAL and Port Orange Police Department, have executed this agreement.

  
_____  
Authorizing Official

Donald O. Burnette  
_____  
Print Name

11/4/2020  
_____  
Date

  
_____  
OAG Authorizing Official

Richard H. Martin  
_____  
Print Name

11/20/2020  
_____  
Date

_____  
Authorizing Official*

_____  
Print Name

_____  
Date

_____  
Authorizing Official*

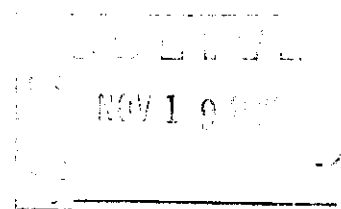
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Date

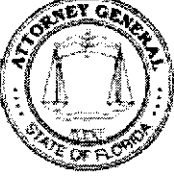
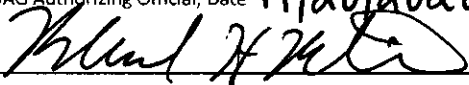
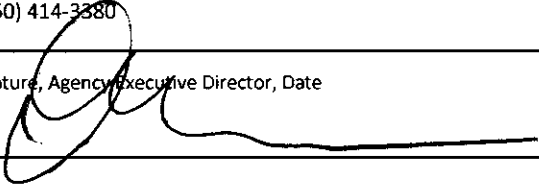
59-6000412  
_____  
FEID# of Provider

008075645  
_____  
Flair Code

* Provided for use if multiple signatures are required by your organization.



**Office of the Attorney General**  
**Grant Award Project Summary**

	Office of the Attorney General Division of Victim Services Bureau of Advocacy and Grants Management PL-01 The Capitol Tallahassee, Florida	<b>Office of the Attorney General Victims of Crime Act Grant</b>	<b>2020-2021</b>
Subrecipient Name and Address Port Orange Police Department 4545 Clyde Morris Boulevard Port Orange, Florida 32129-4062		OAG Grant Number VOCA-2020-Port Orange Police Depart-00563	
Subrecipient DUNS Number 008075645		Project Period: From 10/1/2020 To 9/30/2021	
Subrecipient IRS/Vendor/FEIN Number 596000412		Budget Period: From 10/1/2020 To 9/30/2021	
Project Title OVC FY 18 VOCA Victim Assistance Formula		Award Date 10/02/2020	Award is R&D (Y/N) No
		Federal Indirect Cost Rate or De Minimis Rate	
Previous Award Amount \$0.00	Amount of this Award \$89,439.00	Total Award \$89,439.00	
Special Conditions The above grant project is approved subject to such conditions or limitations as are set forth in the Office of the Attorney General contract.			
Catalog of Domestic Federal Assistance (CFDA Number) 16.575 - Crime Victim Assistance			
Summary Description of Project This grant award provides funds from the Crime Victims Fund to enhance crime victim services in the State of Florida. Victims of Crime Act (VOCA) assistance funds are typically competitively awarded by the Office of the Attorney General to public agencies and/or local, not-for-profit organizations that provide direct services to crime victims.			
Federal Award Agency U.S. Department of Justice Office of Justice Programs Office for Victims of Crime		OVC Project Period 2018-2019: From 10/1/2017 to 9/30/2021	
OVC Federal Award Number 2018-V2-GX-0018 - Awarded 08-09-2018		OVC Total Award to OAG \$210,755,732	
OAG Staff Contact Christina Harris, Bureau Chief (850) 414-3380		Bureau Contact <a href="mailto:contact.voca@myfloridalegal.com">contact.voca@myfloridalegal.com</a> (850) 414-3380	
Signature, OAG Authorizing Official, Date <u>11/20/2020</u> 		Signature, Agency Executive Director, Date 	





# CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 4/20/2021

Consent item: No

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**SUBJECT:** (F15) First Reading - Ordinance No. 2021-11 - Amendment to Chapter 26, Article IV, Section 26-71 - Emergencies; garbage, trash, debris, refuse in right-of-way and parkages.

**DEPARTMENT:** Police Services

**GOAL:**

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**RECOMMENDED MOTION:** Move to approve Ordinance No. 2021-11.

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**SUMMARY:** Amendment to Code of Ordinances, Chapter 26, Article IV, Section 26-71 clarifying the duty of a property owner, tenant, lessee or occupant during a declared emergency to have all garbage, trash, refuse and debris removed from parkages and rights-of-way after the last scheduled pick-up along with penalty and service fee for violation of the ordinance.

Project No.:

Funding Account No.:

Presenter: Thomas Grimaldi

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**ATTACHMENTS:**

1. Ordinance 2021-11	Ordinance 2021-11.pdf
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Debbie Pearson	Created/Initiated - 3/26/2021
William Proctor	Approved - 4/7/2021
Thomas Grimaldi	Approved - 4/7/2021
Matthew Jones	Approved - 4/9/2021
Jamie Miller	Approved - 4/11/2021
Robin Fenwick	Final Approval - 4/12/2021

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ORDINANCE NO. 2021-11

AN ORDINANCE OF THE CITY OF PORT ORANGE,  
VOLUSIA COUNTY, FLORIDA, AMENDING THE CODE OF  
ORDINANCES, CHAPTER 26, ARTICLE IV, SECTION 26-71  
PROVIDING FOR GARBAGE, TRASH, REFUSE AND  
DEBRIS TO BE REMOVED BY A PROPERTY OWNER,  
TENANT, LESSEE, OR OCCUPANT FROM PARKAGES  
AND RIGHTS-OF-WAY IN TIMES OF AN EMERGENCY  
AND ESTABLISHING A SERVICE FEE; PROVIDING FOR  
REPEAL OF CONFLICTING ORDINANCES; PROVIDING  
FOR CODIFICATION; PROVIDING FOR SEVERABILITY;  
AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has the authority to adopt this ordinance pursuant to  
Sections 166.021 and 252.38 of the Florida Statutes, as may be amended; and

WHEREAS, the City needs to be able to act quickly to mitigate threats before,  
during and immediately after emergency situations; and

WHEREAS; City Council has determined that in order to protect the public health  
and safety during a declared emergency it is critical to have garbage, trash, refuse and  
debris cleared from property, parkages and rights-of-way since large accumulations of  
garbage, trash, refuse and debris can cause fire hazards, become airborne in storms,  
obstruct streets, and cause conditions which may be hazardous to life, property, or  
utilities; and

WHEREAS, the removal of such garbage, trash, refuse and debris is critical for  
emergency access by police and fire vehicles;

WHEREAS, for purposes of this ordinance words with underlined (underlined) type  
shall constitute additions to the original text and words with strikethrough (~~strikethrough~~)  
type shall constitute deletions from the original text.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

**SECTION 1.** The City Council of the City of Port Orange, Florida, hereby amends Chapter 26, Article IV, Section 26-71 of the City of Port Orange Code of Ordinances as follows:

**Chapter 26-EMERGENCY MANAGEMENT**

**Article IV-EMERGENCY PREPAREDNESS AND RESPONSE REGULATIONS**

...

**Sec. 26-71. Emergencies; garbage, trash, debris, refuse in right-of-way and parkages.**

This section shall only apply during a declared emergency. During an emergency, it shall be unlawful for any person to place or have present any garbage, trash, debris and refuse adjacent to the pavement or travel way of any street, alley or road at any time other than the time periods established by the city for pick-up.

It shall be the duty of every owner, lessee, tenant, or occupant of real property in the city to ensure that such property and the parkages abutting such property, which are adjacent to said pavement or travel way, are free and clear of any garbage, trash, debris and refuse. The property owner, lessee, tenant, or occupant shall remove any and all garbage, trash, debris and refuse if present. "Parkage" is that space between the private property lot or survey line of the property owner and the paved or graded portion of the public street adjacent thereto and includes that area between a sidewalk and street.

If garbage, trash, debris or refuse, is placed or present adjacent to the pavement or travel way of the street, alley or road at any time after the last scheduled pick-up in violation of this section, the city or its contractor has the right but not the obligation to may collect the such garbage, trash, debris or refuse and charge the owner, tenant, lessee, or occupant business or resident the costs of collection. The per cubic yard rate shall be set by resolution of city council. The fee shall be billed to the property owner, tenant, lessee, or occupant on a utility bill or a separate bill for collection. This shall be in addition to any fine. The minimum charge shall be the amount of one cubic yard and all charges shall be to the nearest whole cubic yard.



**SECTION 2.** All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

**SECTION 3.** If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

**SECTION 4.** The provisions of this ordinance shall become and be made a part of the Code of Ordinances of the City of Port Orange and the sections of this ordinance may be renumbered or re-lettered to accomplish such intention. The code codifier is granted liberal authority to codify the provisions of the ordinance.

**SECTION 5.** This ordinance shall become effective immediately upon final passage by the City Council.

_____  
MAYOR DONALD O. BURNETTE

ATTEST:

_____  
Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the     day of _____

Passed and adopted on second and final reading on the     day of _____

Reviewed and Approved: _____  
Matthew J. Jones, City Attorney

[CA-5900]