



Hallandale Beach
PROGRESS. INNOVATION. OPPORTUNITY.

**REQUEST FOR PROPOSAL
(RFP) # FY 2014-2015-001**

**DESIGN BUILD
COMPRESSED NATURAL GAS (CNG)
FUELING STATION
CONSULTANTS' COMPETITIVE NEGOTIATION ACT (CCNA)**

EXHIBIT I SCOPE OF WORK

**PREPARED BY:
CITY OF HALLANDALE BEACH
CITY MANAGER'S OFFICE AND
PROCUREMENT DEPARTMENT**

INTRODUCTION / INFORMATION

PURPOSE AND PROJECT SCOPE

Introduction:

The City of Hallandale Beach, desires to contract with a qualified firm to design, build, operate and maintain a Compressed Natural Gas (CNG) fueling facility comprised of time-fill fueling dispensers, posts and one (1) fast-filled island. The fueling facility will be located on Ansin Boulevard parking lot owned by the City.

In awarding a Contract for this project, the City will follow the guidelines for design-build contracts as outlined in Florida Statutes, Chapter 287.055, Consultants Competitive Negotiations Act, (CCNA) and Hallandale Beach City Code, Chapter 23, Sections 23-15, whereby the City will contract with a single entity to provide the design and construction services necessary to construct the facility.

Proposers are to submit one (1) sealed envelope containing two (2) sealed envelopes marked A and B, see Proposal Submission Section for specific title. Sealed envelope A must contain the responses as outlined in Section II, Proposal Format. Sealed envelope B must contain the responses for revenue proposed as outlined in Section II, Proposal Format.

Upon review of the proposals by the evaluation committee (envelope A), oral presentations may be required. After ranking the evaluation committee will select and short list no less than the three (3) top ranked firms. Envelope B, containing the revenue proposal, will be opened for only the top ranked firms. Envelope B of the firms not short listed will be returned un-opened by the City.

Overview:

The City of Hallandale Beach is located in South Florida. It is the southernmost City in Broward County. The City serves an area of approximately 4.4 square miles with a population of approximately 37,000 year round with an increase in population to approximately 50,000 during winter season. The City governmental structure consists of five (5) elected commissioners which make up the City Commission (Commission). The Commission is responsible for setting City policy and direction, and an appointed City Manager is responsible for managing the ongoing operations of the City.

In 2013, the City engaged the services of Lambert Advisory L.C. to perform an assessment of the City's fleet (300 vehicles) to determine the feasibility of the City constructing and operating its own CNG facility. While some CNG vehicles have been purchased, the analysis indicated that the limited size of the City and limited driving distances incurred by staff did

not generate sufficient fuel consumption to warrant a full conversion of all fleet to alternative fuel vehicles, nor did it warrant the capital investment to construct and operate a CNG fueling station.

The City owns a piece of land that it desires to convert to a CNG fueling facility. The objective of this Request For Proposals (RFP) is to accept proposals from qualified providers to design, engineer, procure, construct, deliver, erect, commission, start up, and test the complete Project consisting of all necessary labor, materials, machinery, supplies, furnishings, facilities, tools, services, equipment, and necessary to produce a CNG station.

It is anticipated that one (1) firm will be awarded the design-build contract to provide the necessary services within a period of twelve (12) months.

The City is not contributing funds toward this service. Instead, the City considers the contribution of the land in lieu of a monetary investment. Additionally, the City intends to enter into an agreement with the successful proposer for the purchase of Compressed Natural Gas for several of its CNG vehicles.

Design Criteria:

The awarded firm will be responsible for:

1. Design, engineer, procure, construct, deliver, erect, commission, start up, test the complete Project consisting of all necessary labor, materials, machinery, supplies, furnishings, facilities, tools, services, equipment, structures and fuel supply of a CNG fueling facility.
2. Proposers must submit drawings, sketches or other representation of designs and appearance of the fueling station to be constructed. The site must have natural gas emergency back-up generators.
3. The fueling station must consist of fast-fill islands and possible time fill components. Fast-fill dispenser shall have two (2) fill hoses. Fueling time at the fast-fill dispenser is expected to take no longer than a standard gasoline/diesel fill.
4. The compression station shall be configured so that there is a redundancy at each station.
5. All equipment shall be located within one (1) secured area.

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6. The Proposers shall be governed by and will incur costs associated with meeting all applicable codes by State and Federal Governments, by all environmental laws, and by all applicable industry standards, which may apply to the operation and maintenance of the CNG fueling facility including costs associated with securing and meeting the terms of all necessary permits.
 7. Construction of the CNG fueling facility must be completed and operable within 18 months from the date of Notice to Proceed.
 8. The Proposers will provide the term of the fueling station repair and maintenance contract after the warranty period and should provide a list of recommended spare parts and their cost that should be kept on site or in the City.
 9. The Proposers shall provide a minimum of two (2) hours training to City staff for the basic operation of the facility, as well as, Fire staff. The training must include the use of a) dispensers with fuel-management systems, b) manual and automatic operation of compressor systems, electrical switchgear and control panel, to include all shutdowns, indicator lights, alarms and resets as needed for emergency response in case of a leak or malfunction and emergency shutdown system, c) user training to City vehicle fuelers for vehicle fueling using both the fast-fill and time-fill dispensers, including fuel management systems, d) response training in case of high-discharge CNG venting of facility equipment or the venting of a vehicle during fueling and this training is to be coordinated with Fire Department.
 10. All other maintenance will be the responsibility of the Contractor and should be included in the costs to provide services.
 11. The Contractor will operate and maintain the CNG fueling facility. This includes operating and maintaining the fueling facility to ensure that CNG vehicles can be fueled within the agreed upon fueling window without interruption or delay and provision of all scheduled and unscheduled maintenance and repairs, as well as, the securing of all consumables, parts labor, rebuilds, component replacements and materials as may be required to maintain and ensure the CNG fueling facility operation and its ability to fuel on demand.

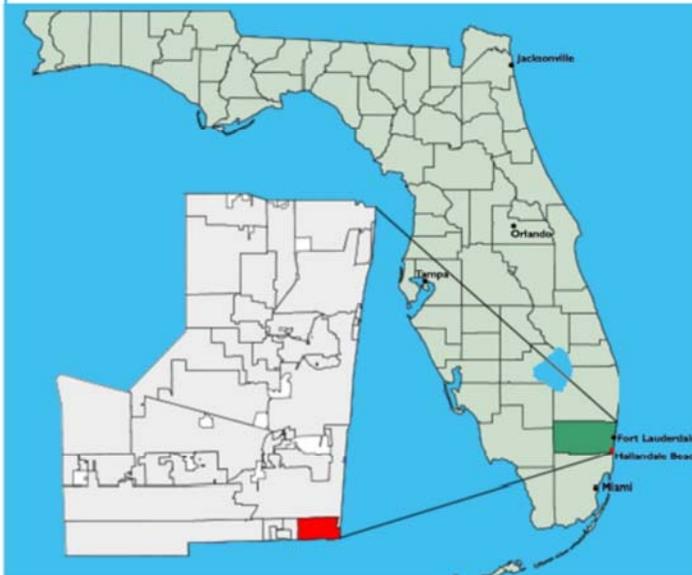


2.74 Acre CNG and LNG Fueling Station Development Site

City of Hallandale Beach, Florida Municipally Owned

Within 1/2 Mile of 2 Interstate-95 Interchanges

Easy Truck/Fleet Access to Interstate



- Site Already Approved for Natural Gas Filling Station
- Phase I and II Environmental Reports Completed

More site information available at www.cohb.org/bidnotifications

All firms that are submitting a response to this RFP, either through a Joint Venture, a Joint Collaborative Proposal, others, etc., must submit a single response. The City will only enter into an Agreement with one (1) firm. All forms must be completed by all firms named under the submission, see Exhibit II.

All proposals must be submitted in accordance with the Request for Proposals (RFP) document which may be obtained online at www.cohb.org/bidnotifications.

REFERENCES:

The City will conduct reference checks as a component of due diligence to determine the capability of firms to be able to perform the requirements of the project. The reference questions will be sent via email; therefore, please make sure that the references your firm provides are aware that they will be receiving a Reference Form from the City of Hallandale Beach to be completed by a deadline date.

Each firm responding to this RFP must provide one (1) verifiable reference with knowledge of your firm's contract performance with local government entities or private sector entities.

Each firm must provide the following information for the reference provided and ensure that the contact information provided is up to date and accessible.

- Name of firm-company for which work was provided.
- Name of Reference (Project Manager) charged with managing said project. Reference shall be employees in senior level management positions.
- Type of services provided. Year services started and was completed.
- Dollar amount of contract.
- Phone # for Reference (Project Manager). Updated email address for Project Manager.

The reference provided will be sent, via email, a Reference Form to complete. Please make sure that the reference your firm provides is aware they will be receiving a Reference Form from the City of Hallandale Beach to complete by a deadline date.

CONTRACT TERMS

The term of the Agreement is for sixty (60) months. The submittal responses shall be valid until such time as City Commission awards a contract as a result of this RFP.

Oral interviews may be scheduled with the firm(s) as requested by the Evaluation Committee. The oral presentations are exempted from the public meeting requirements of s. 286.011 F.S., however will be recorded for public record purposes in accordance with sec. 119.07(1) F.S. as amended.

City reserves the right, where it may serve the City of Hallandale Beach's best interest, to request additional information or clarification from Proposers.

Notwithstanding anything to the contrary contained herein, the City of Hallandale Beach reserves the right to waive formalities in any proposal and further reserves the right to take any other action that may be necessary in the best interest of the City. The City further reserves the right to reject any or all proposals, with or without cause, to waive technical errors and informalities or to accept the proposal which in its judgment, best serves the City of Hallandale Beach.

The City will evaluate proposals and may conduct discussions with, and may require presentations by firms.

Oral presentations may be required from the responsive proposers by the Evaluation Committee to provide an oral presentation in support of what has been provided in the proposals by each firm or to exhibit or otherwise demonstrate the information contained therein for clarification purposes. **No new information or material not already provided in the firm's proposal is to be presented during oral presentations.**

CONFLICT OF INTEREST

If you are an employee, board member, elected official(s) or an immediate family member of any such person, please indicate the relationship in the form provided in the Form's Section. Pursuant to the City of Hallandale Beach Standards of ethics any potential conflict of interest must be disclosed and if requested, obtain a conflict of interest opinion or waiver from the City Commission prior to entering into a contract with the City of Hallandale Beach.

I. DEFINITIONS

- **City** the City of Hallandale Beach or the City Commission, a municipal corporation of the State of Florida.
- **City's Contract Administrator** means the City's representative duly authorized by the City Commission and/or City Manager, to provide direction to the Contractor regarding services provided pursuant to this RFP and the Contract.
- **Consultant** the individual(s) or firm(s) to whom the award is made and who executes the Contract Documents.
- **Design-Build Contract** means a single contract with a design-build firm for the design, and construction of a public construction project.
- **Design-Build Firm** means a partnership, corporation, or other legal entity that:
 1. Is certified under Section 489.119, Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
 2. Is certified under Section 471.023, Florida Statutes, to practice or to offer to practice engineering; certified under Section 481.219, Florida Statutes, to practice or to offer to practice architecture; or certified under Section 481.319, Florida Statutes, to practice or to offer to practice landscape architecture.
- **Design Criteria Package** means performance oriented drawings or specifications of the public construction project. The design criteria package must furnish sufficient information to permit Design-Build Firms to prepare a bid or a response to the City's request for proposal, or to permit the City to enter into a negotiated Design-Build Contract.
- **Design Criteria Professional** means a firm which holds a current certificate or registration under Chapter 481, Florida Statutes, to practice architecture or landscape architecture or a firm which holds a current certificate as a registered engineer under Chapter 471, Florida Statutes, to practice engineering and who is employed by or under contract by the City to provide professional architect services, landscape architect services, or engineering services in connection with the preparation of the Design Criteria Package.
- **Contract and Contract Documents** means the agreement for Agreement for this Project to be entered into between the City and the Successful Proposer/Contractor.
- **Contractor** the individual(s) or firm(s) to whom the award is made and who executes the Contract Documents.
- **Design-Build Contract** means a single contract with a design-build firm for the design, and construction of a public construction project.

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- **Local City of Hallandale Beach Vendor** pursuant to Chapter 23, Procurement, Section 23-6 of the Code of Ordinances of the City of Hallandale Beach, Florida.
 - **Project Manager** means the Contractor's representative authorized to make and execute decisions on behalf of the Contractor.
 - **Proposal** means the proposal or submission submitted by a Proposer. The terms Proposal and Bid are used interchangeably and have the same meaning.
 - **Proposer** means one who submits a Proposal in response to a solicitation. The terms Proposer and Bidder are used interchangeably and have the same meaning.
 - **Proposal Documents** the Request for Proposals, Instructions to Proposers, Technical Specifications, plans and attachments and the proposed Contract Documents (including all Addenda issued prior to the opening of Proposals).
 - **Successful Proposer** means the qualified, responsible and responsive Proposer to whom City (on the basis of City's evaluation as hereinafter provided) makes an award.

II. PROPOSAL FORMAT: The following format must be followed by firms submitting responses to the RFP.

All firms must submit one (1) sealed envelope containing two (2) sealed envelopes with their submission. See details below for specific information:

Sealed Envelope Labeled: Envelope A RFP # FY 2014-2015-001 Design Build CNG Station:

This envelope is to include five (5) thumb drives that contain the information requested below, items 1-13 below. Firms are to submit this information/responses only on five (5) thumb drives that are searchable in adobe format. No hardcopy (paper) submittals nor CDs will be accepted. In order to ascertain that the proposal information provided on the thumb drive contains data that allows the reviewer to perform an "edit" "find" search your firm must test each thumb drive before it is submitted. Firms must make sure that the thumb drive is tested before submission. Do not place password on the thumb drives. Provide five (5) thumb drives with your firm's submittal.

Sealed Envelope Labeled: Envelope B RFP # FY 2014-2015-001 Design Build CNG Station:

This envelope is to include one (1) hard copy paper that provides the proposed revenue to the City for this project.

Upon review of the proposals by the evaluation committee (envelope A), oral presentations may be required. After ranking the evaluation committee will select and short list no less than the top (3) top ranked firms. Envelope B, containing the revenue proposal, will be opened for only top ranked firms. Envelope B of the firms not short listed will be returned un-opened by the City.

The outline for items # 1 through # 13 below must be followed.

The purpose of your firm's response is to demonstrate the qualifications, competence, and capacity of the firms seeking to undertake the work for the City in conformity with the requirements of the specifications in the RFP. As such, the substance of the proposals will carry more weight than their form or manner of presentation.

The proposal should address all points outlined in the specifications of this RFP. The proposal should be prepared simply and economically, providing straightforward, concise description of the proposer's capability to satisfy the requirements of the RFP.

While additional data may be presented, the information requested in items 1 through 13, must be included. Items 1-13 represent the criteria against which proposals will be evaluated.

1. Title Page

Provide the RFP # and title, the firm's name; the name, address, telephone number and email of the contact person; and the date of the proposal.

2. Table of Contents

Include clear identification of the material by section and by page number.

3. Transmittal Letter

A letter of transmittal, signed by an authorized officer of your company, briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believes to be best qualified to perform the work and a statement that the proposal is a firm and irrevocable offer until such time as City Commission awards a contract as a result of this RFP.

Provide the names of the person who will be authorized to make representation for the Proposer, their titles, addresses and telephone numbers.

4. Professional Licenses and Certifications

An affirmative statement and submission of evidence must be included with the firm's response indicating that firm and all assigned key professional staff possess all licenses and certifications required to undertake and complete the project.

5. Firm's Qualifications and Experience

An explanation of why the Proposer is the best qualified to perform the services as outlined in the RFP. Proposers must demonstrate in-house competencies and experience with services that include, but are not limited to, describing other CNG fueling stations in Florida and other states where firm has dealt with a municipal government.

Describe the experience, demonstrate qualifications and other vital information, including relevant experience on similar projects. Firm must have completed at least one (1) design-build project in similar size and nature within the past five (5) years. Firm must provide evidence of these requirements.

The Design-Build Team proposing and assigned to the Project must have worked together and completed at least one (1) project as a team. Firm must provide evidence with the response.

List and describe all legal claims against any person or firm that is a member of the team alleging error and/or omissions, or any breach in professional ethics, including those settled out of court, during the past five (5) years. If not applicable, please so state.

6. Project Team's Experience and Qualifications

Provide a list of the personnel to be used on this project and their qualifications. A resume of key management personnel, including education, experience, and any other pertinent information shall be included for each member to be assigned to this project.

7. Project Manager's Experience

Provide the name(s) of the person, within your organization, who will be assigned to the City for Projects as the principal point of contact and having authorization to make representations and agreements on behalf of the firm.

The Project Manager assigned to this Project must have a minimum of three (3) year's with similar projects. Firms must provide evidence with the response.

Describe the responsibilities of the management that will perform the work.

List the name, title or position, and duties of management or senior position that will be assigned to Projects. For each individual, include qualifications and experience that demonstrates the person's knowledge and understanding of the type of services to be performed.

8. Approach to the Project

Please describe the project plan for the proposed initiative. Identify by name the firm(s) and staff members responsible for this Project, briefly describing their experience and qualifications, as well as their roles and responsibilities.

9. Past Performance (References)

The City will conduct reference checks as component of due diligence to determine the capability of firms to be able to perform the requirements of the project. The reference questions will be sent via email, therefore, please make sure that the reference your firm provides are aware that they will be receiving a Reference Form from the City of Hallandale Beach to be completed by a deadline date.

Each firm responding to this RFP must provide one (1) verifiable reference with knowledge of your firm's contract performance with local government entities or private sector entities.

Each firm must provide the following information for the references provided and ensure that the contact information provided is up to date and accessible.

- a) Name of firm-company for which work was provided.
- b) Name of Reference (Project Manager) charged with managing said project. References shall be employees in senior level management positions.
- c) Type of project. Year project started and was completed.
- d) Dollar amount of contract.
- e) Phone # for Reference (Project Manager). Updated email address for Project Manager.

The reference provided will be sent, via email, a Reference Form to complete. Please make sure that the reference your firm provides are aware they will be receiving a

Reference Form from the City of Hallandale Beach to complete by a deadline date.

10. Financial Resources

Submit audited **financial statements** for the past two (2) years, including an income statement, a profit and loss statement, a balance sheet and a cash flow statement. In lieu of audited financial statements, proposers may submit other evidence, acceptable to the City, of financial responsibility. Such evidence may include, but is not limited to letter(s) of credit with a financial institution indicating the proposer's line of credit and the level of financing the institution will offer the proposer for capital procurement, and certified copy(ies) of federal income tax return(s) or acceptable equivalents.

11. Crisis Management Plan

Proposers must provide and is required to submit with their response a Crisis Management Plan that addresses the successful communication between the City and the Consultant during a crisis event. The Crisis Management Plan shall address the various scenarios depending on the severity of the crisis.

12. Local City of Hallandale Beach Vendor Preference (LVP): See Exhibit III for further details.

13. Community Benefit Plan – BONUS POINTS See Exhibit III for further details.

III. PROPOSAL EVALUATIONS:

Criteria. Proposal packages will be evaluated as stated below.

The recommendation(s) for award shall be made to the City Commission, by the City Manager, to the responsible Proposer(s) whose proposal is determined to be the most advantageous to City.

Upon review of the proposals by the evaluation committee (envelope A), oral presentations may be required. After ranking the evaluation committee will select and short list no less than the three (3) top ranked firms. Envelope B, containing the revenue proposal, will be opened for only for the top three ranked firms. Envelope B of the firms not short listed will be returned un-opened by the City.

NUMBER	CRITERIA LISTED	POTENTIAL POINTS
1.	Firm's Qualifications and Experience	20
2.	Project Team's Experience and Qualifications	10
3.	Project Manager's Experience	10
4.	Past Performance (References)	10
5.	Approach to the Project	25
6.	Financial Resources	20
7.	Crisis Management Plan	5
8.	Local City of Hallandale Beach Vendor Preference*	(2.5-10)
	TOTAL POINTS **	100
BONUS	Community Benefit Plan Bonus Points	(15-25)

*depending on tier level of the Local City of Hallandale Beach Vendor Preference the points may be 2.5, 5 or 10. (See Exhibit III)

**Total points may be less than 100 points depending on the applicable Tier criteria for the Local City of Hallandale Beach Vendor Preference. (See Exhibit III)

The criteria stated above will be utilized to rank proposer(s).

Oral interviews may be scheduled with the firms. The oral presentations are exempted from the public meeting requirements of s. 286.011 F.S., however will be recorded for public record purposes in accordance with sec. 119.07(1) F.S. as amended.

SUBMITTAL DUE DATE:

Reponses are due: **Friday, February 6, 2015** no later than 11:00am.

PROPOSAL SUBMISSION:

RESPONSES MUST BE SUBMITTED IN A SEALED ENVELOPE AND MUST BE MAILED OR HAND DELIVERED TO:

CITY OF HALLANDALE BEACH
CITY CLERK'S DEPARTMENT – EXECUTIVE OFFICES
400 SOUTH FEDERAL HIGHWAY – 2ND FLOOR
HALLANDALE BEACH, FL 33009
TITLED: RFP NO. FY2014-2015-001
DESIGN BUILD CNG STATION
NAME OF FIRM:

NON-MANDATORY PRE-PROPOSAL CONFERENCE:

A Non-Mandatory Pre-Proposal Conference is being held **January 14, 2015 at 3:00 pm**, City Hall Commission Chambers, 400 South Federal Highway, Hallandale Beach, FL 33009.

LAST DAY FOR QUESTIONS:

Any questions are to be submitted via email to alues@cohb.org by no later than **January 20, 2015 no later than 11:00 A.M.**

PERFORMANCE AND LABOR MATERIALS PAYMENT BOND:

A Performance and Labor Materials Payment Bond in an amount equal to one Hundred (100%) percent of total Contract amount awarded must be submitted by the Awarded Contractor within fifteen (15) days after receipt of Notification of Award. The Notification of Award is the day Commission meeting is held to award the contract. The Procurement Department will notify the awarded firm of this date via a letter. A Performance and Labor Materials Payment Bond must be provided in an amount equal to 100% of the Contract price issued by a surety company licensed to do business in the State of Florida. (F.S. 255.05). On approval of any Contract change increasing the Contract price, Contractor shall ensure that the performance bond and payment bond are increased so that each reflects the total Contract price as increased.

REQUEST FOR PROPOSAL (RFP) TENTATIVE SCHEDULE

THE DATES SHOWN BELOW ARE TENTATIVE AND ARE NOT BINDING AND MAY BE SUBJECT TO CHANGE.

RFP ADVERTISING DATE	JANUARY 6, 2015
RFP DOCUMENT RELEASED	JANUARY 6, 2015
NON MANDATORY MEETING	JANUARY 14, 2015 3 PM
QUESTIONS	ALL QUESTIONS MUST BE EMAILED BY NO LATER THAN JANUARY 20, 2015 BY NO LATER THAN 11 AM
RFP DEADLINE FOR RECEIPT OF PROPOSALS	<u>FEBRUARY 6, 2015</u> <u>BY NO LATER THAN 11 AM</u>
EVALUATION OF PROPOSAL/SELECTION OF FIRMS	FEBRUARY 13 THROUGH MARCH 13, 2015
ORAL INTERVIEWS – (IF REQUIRED)	FEBRUARY 13 THROUGH MARCH 13, 2015
CONTRACT AWARD BY CITY COMMISSION – ESTIMATED	TO BE DETERMINED
PROJECT START DATE – ESTIMATED	TO BE DETERMINED

QUESTIONS REGARDING RFP:

For information pertaining to this Request for Proposals (RFP), contact the Procurement Department (954) 457-1333. Such contact shall be for clarification purposes only. Changes, if any, to the scope of the services or proposal procedures will be transmitted only by written addendum.

INSURANCE REQUIREMENTS:

The awarded firm(s) will be required to obtain and maintain the following insurance requirements for the life of the contract. The Certificate of Insurance will be required to be provided within the time specified in the notification provided by the Procurement Department after award of contract by the Commission.

Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of any resulting contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations *assumed* by Contractor under any resulting contract.

Commercial General Liability Contractor agrees to maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence, **\$1,000,000** Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

Business Automobile Liability Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Worker's Compensation Insurance & Employers Liability Contractor agrees to maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440.

Builder's Risk Insurance Contractor is required to maintain Builder's Risk Insurance not less than the replacement cost for the construction of the work. Coverage shall be "All Risk" coverage for one hundred (100%) of the completed value.

Builder's Risk:

Builder's Risk insurance for the construction of and/or addition to the above-ground buildings or structures is required. The coverage shall be "All Risk" coverage for 100 percent of the completed value, covering The City of Hallandale as a named insured along with the Hallandale Beach with a deductible of not more than Five Thousand Dollars (\$5,000.00) for each claim.

1. Waiver of Occupancy Clause or Warranty:

The policy must be specifically endorsed to eliminate any "Occupancy Clause" or similar warranty or representation that the building(s), addition(s), or structure(s) in the course of construction shall not be occupied without specific endorsement of the policy. The Policy must endorsed to provide that the Builder's Risk coverage will continue to apply until final acceptance of the building(s), addition(s), addition(s) or structure(s) by the City.

Additional Insured Contractor **agrees to** endorse City as an Additional Insured with a CG 2026 07 04 Additional - Insured – Designated Person or Organization endorsement or CG 2010 19 01 Additional Insured - Owners, Lessees, or Contractors – Scheduled Person or Organization or CG 2010 07 04 Additional Insured - Owners, Lessees, or Contractors – Scheduled Person or organization in combination with CO 2037 07 04 Additional Insured - Owners. Lessees Contractors- Completed Operations, or similar endorsements, to the Commercial General Liability. The Additional Insured shall read "City of Hallandale Beach."

Waiver of Subrogation Contractor agrees by entering into this contract to a *Waiver of Subrogation* for each required policy herein. When required by the insurer, or should a policy condition not permit Contractor to enter into an pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify *the* insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance Contractor agrees to provide City a Certificate(s) of Insurance evidencing that all coverages, *limits* and endorsements required herein are maintained and in full force and effect. Said Certificate(s) of Insurance shall include a minimum thirty (**30**) day endeavor to notify due to cancellation or non-renewal of coverage. The Certificate Holder address shall read:

City of Hallandale Beach
Risk Manager
400 South Federal Highway
Halladale Beach, FL 33009

Umbrella or Excess Liability. Contractor may satisfy the minimum liability limits required above for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse City as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

Right to Revise or Reject City reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, City reserves the right, but not the obligation, to review and reject any insurer providing coverage due of its poor financial condition or failure to operating legally.

PROFESSIONAL SERVICES AGREEMENT INSURANCE REQUIREMENTS:

Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of any resulting contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under any resulting contract.

Professional Liability: Respondent agrees to maintain Professional (Errors & Omissions) Liability at a limit of liability not less than **\$1,000,000** Per Claim, **\$1,000,000** Annual Aggregate, or a **\$1,000,000** Combined Single Limit. When a self-insured retention (SIR) or deductible exceeds **\$25,000**, the City reserves the right, but not the obligation, to review and request a copy of the Respondent's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, Respondent agrees to maintain a Retroactive Date prior to or equal to the effective date of any resulting contract. In the event the policy is cancelled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of any resulting contract, Respondent agrees to purchase a SERP with a minimum reporting period not less than **two (2)** years. The requirement to purchase a SERP shall not relieve Respondent of the obligation to provide replacement coverage.

Waiver of Subrogation: Contractor agrees by entering into this contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance: Contractor agrees to provide City a Certificate(s) of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. Said Certificate(s) of Insurance shall include a minimum of thirty **(30)** day endeavor to notify due to cancellation or non-renewal of coverage. The Certificate Holder address shall read:

City of Hallandale Beach
Attn: Risk Management Department
400 S. Federal Highway
Hallandale Beach, FL 33009

Right to Revise or Reject: City reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, City reserves the right, but not the obligation, to review and reject any insurer providing coverage due of its poor financial condition or failure to operate legally.