



City of Ormond Beach

Purchasing Office, 22 South Beach Street

Ormond Beach, Florida 32174

Telephone (386) 676-3223

Fax (386) 676-3374

REQUEST FOR QUALIFICATIONS

PROPOSER ACKNOWLEDGEMENT FORM

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFQ TITLE: **Continuing Contracts for Professional, Architectural, and Engineering Services**

RFQ NUMBER: 2010-16

RFQ DUE DATE & TIME: **Tuesday, March 23, 2010 at 3:30 PM**

RFQ OPENING LOCATION: **Upstairs Conference Room at Ormond Beach City Hall**

PRE-PROPOSAL MEETING: **March 3, 2010 at 2:00 PM, City Hall Training Room**

Proposals Received After The Above Date And Time Will Not Be Accepted.

PROPOSER'S NAME: _____

PROPOSER'S MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

F.E.I.N. : _____

PHONE NUMBER: _____ FAX NUMBER: _____

If returning as a "No Proposal", please state reason (s): _____

Please complete and attach page two of this form.

REQUEST FOR QUALIFICATIONS

PROPOSER ACKNOWLEDGEMENT FORM (Page 2)

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

Please check the appropriate category/categories for which your firm is submitting a qualification proposal:

Airport Facilities	☐
Architectural Services	☐
Electrical Engineering	☐
Environmental Services	☐
Hydro-Geologic Services	☐
Geotechnical Services	☐
Parks & Recreation	☐
Stormwater Management & Design	☐
Roadway Design	☐
Structural Engineering	☐
Mechanical Engineering	☐
Survey Services	☐
Transportation Planning & Engineering	☐
Wastewater Treatment	☐
Water Supply & Treatment	☐
Water and Reuse Distribution & Wastewater Collection	☐
General Civil & Public Facility Engineering	☐
Planning Design Services	☐
Green Planning & Engineering Services	☐

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this Proposal and certify that I am authorized to sign this Proposal for the Proposer. In submitting a Proposal to the City of Ormond Beach, the Proposer offers and agrees that if the Proposal is accepted, the Proposer will convey, assign or transfer to the City of Ormond Beach all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust 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 Ormond Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Proposer.

X _____
AUTHORIZED SIGNATURE (MANUAL)

NAME (TYPED)

TITLE

DATED

GENERAL CONDITIONS

PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid or Proposal on a contract to provide any goods or services to a public entity, may not submit a Bid or Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids or Proposals on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

DISCRIMINATION: Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bid or proposal 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.

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS: The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Ormond Beach in connection with all Proposers' response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid/proposal opening, whichever occurs first. Section 119.071, F.S.

SUBMISSION OF PROPOSALS: All Proposals shall be submitted in a sealed envelope. The Request for Qualifications (RFQ) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope. The delivery of said Proposal to the Purchasing Office on or before the specified opening date and time is solely and strictly the responsibility of the Proposer. Any Proposal received by the Purchasing Office after the specified date and time will not be accepted. Proposals must be submitted on forms provided by the City. No other forms will be accepted. Telephone, telefax and telegraph Proposals will not be considered. No Proposal may be modified after opening. No Proposal may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.

EXECUTION OF RFQ: Proposal must contain a manual signature of authorized representative in the space(s) provided. Proposals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Proposer to any Proposal entry must be initialed. The company name and Federal Employer Identification Number (F.E.I.N.) shall appear in the space(s) provided.

RFQ OPENING: Proposals shall be opened at the time, date and place specified in the RFQ, and the name of the Proposer shall be read aloud publicly.

RFQ TABULATION: Any Proposer wishing to receive a copy of the RFQ tabulation is required to enclose a stamped, self-addressed envelope with their Proposal. The RFQ tabulation will be posted on DemandStar.com.

CLARIFICATION/CORRECTION OF RFQ ENTRY: The City of Ormond Beach reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

INTERPRETATION: Any questions concerning conditions and specifications shall be directed to the City's Purchasing Coordinator, unless otherwise specified in the RFQ. Those interpretations which may affect the eventual outcome of this Proposal will be furnished in writing to all prospective Proposers. No interpretation shall be considered binding unless provided in writing by the City of Ormond Beach.

MINORITY POLICIES: The City of Ormond Beach, Florida, encourages the full participation of Disadvantaged and Women Business Enterprises (D&WBE) in the provision of goods and services.

ADDITIONAL TERMS AND CONDITIONS: The City of Ormond Beach reserves the right to reject Proposals containing any additional terms or conditions not specifically requested in the original conditions and specifications.

TAXES: The City of Ormond Beach is exempt from Federal Excise Taxes and all sales taxes.

ASSIGNMENT: Any purchase order or contract issued pursuant to an RFQ and the monies which may become due thereunder are not assignable except with the prior written approval of the City Manager or City Commission, whichever authorized the purchase order or contract.

LIABILITY: The vendor shall hold and save the City of Ormond Beach, its officers, agents, and employees harmless against claims by third parties resulting from the vendor's or supplier's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees, and costs assessed on behalf of the City. The City expressly reserves all rights, privileges and benefits of sovereign immunity.

AWARDS: The City reserves the right, in its sole discretion, as the best interest of the City may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more vendors or contractors; or to reject any and all Proposals or waive any minor irregularity or technicality in the Proposals received.

THE CITY OF ORMOND BEACH RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, AND TO WAIVE INFORMALITIES, AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY.
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REQUEST FOR QUALIFICATIONS

CONTINUING CONTRACTS FOR PROFESSIONAL, ARCHITECTURAL, AND ENGINEERING SERVICES **RFQ NO. 2010-16**

The City of Ormond Beach, in compliance and in accordance with the provisions of the Consultants Competitive Negotiation Act, Section 287.055, Florida Statutes, and Section 287.057, Procurement of Contractual Services, Florida Statutes, is seeking qualified consultants to provide Professional, Architectural, and Engineering services for the following continuing contract categories:

Airport Facilities	Architectural Services
Electrical Engineering	Environmental Services
Hydro-Geologic Services	Geotechnical Services
Parks & Recreation	Stormwater Management and Design
Roadway Design	Structural Engineering
Mechanical Engineering	Survey Services
Transportation Planning & Engineering	Wastewater Treatment
Water Supply and Treatment	
Water and Reuse Distribution and Wastewater Collection	
General Civil and Public Facility Engineering	
Planning Design Services	
Green Planning and Engineering Services	

The document package necessary for participating in this RFQ can be obtained on-line at www.demandstar.com, or by calling Onvia DemandStar Services at (800) 711-1712. If you have any difficulty obtaining the RFQ documents, please contact the City's purchasing office at (386) 676-3223.

There will be a pre-proposal meeting on March 3, 2010 at 2:00 PM at the City Hall Training Room, 22 South Beach Street, Ormond Beach. This meeting is non-mandatory.

Six (6) bound copies of the proposal must be submitted no later than **Tuesday, March 23, 2010 at 3:30 PM**

THE CITY RESERVES THE RIGHT to reject any or all proposals or parts thereof, or to accept the proposal or parts thereof when considered in the best interest of the City. Any proposal received after the time and date specified will not be considered.

THE CITY OF ORMOND BEACH

By: Marilyn Porter
Purchasing Coordinator

STATEMENT OF PURPOSE

The City of Ormond Beach, Florida, is requesting proposals and intends to select qualified firms or individuals for continuing contract services for the performance of professional, architectural, and engineering services for the City.

SCHEDULE OF PROPOSAL

February 21, 2010	Legal Advertisement
March 3, 2010 2:00 PM	Non-mandatory pre-proposal meeting City Hall Training Room, 22 South Beach Street
March 23, 2010 at 3:30 PM	Proposals Due - Six (6) bound copies of the proposal due at the office of the Purchasing Coordinator, 22 South Beach Street, Ormond Beach, Florida 32174.
March 24 – April 23, 2010	Proposal Rankings
April 24 – May 19, 2010	Contract Negotiations
June 15, 2010	City Commission Approval of contract.

TERM OF AGREEMENT

The agreement shall become effective upon execution of a contract and approval of the contract by the City Commission. It is anticipated that the contract shall provide for a term of one year that may be renewed yearly upon mutual agreement from both parties.

GENERAL INSTRUCTIONS

- **Inquiries:** Questions may arise as firms are preparing their proposals. Please direct questions in writing to:

John Noble, P.E.
City Engineer
22 South Beach Street
Ormond Beach, Florida 32174
Telephone: (386) 676-3269
FAX: (386) 676-3304
e-mail: noble@ormondbeach.org

- **Signature Requirements:** Proposals must be signed by a duly authorized officer(s) of the proposing firm. Consortiums, joint ventures, or teams submitting proposals, although

permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one firm or legal entity which shall not be a subsidiary or affiliate with limited resources. Each proposal shall indicate the entity responsible for execution on behalf of the proposal team.

- Proposal Delivery: The City of Ormond Beach must receive six (6) bound copies of the proposal no later than **Tuesday, March 23, 2010 at 3:30 PM**, at the Purchasing Division, City Hall, 22 South Beach Street, Ormond Beach, Florida 32174. Proposals shall be in a sealed envelope, addressed to Marilyn Porter, Purchasing Coordinator.
- Addenda and Supplements to the Request for Qualifications (RFQ): In the event that it becomes necessary to revise any part of this RFQ, or if additional information is necessary to enable the proposing firm to make an adequate interpretation of the provisions of this RFQ, a supplement to the RFQ will be provided to each firm that has requested a copy of this document.
- Rejection Rights: The City of Ormond Beach reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this RFQ including, but not limited to, the deadlines for submission and submission requirements. The City further reserves the right to reject any or all submittals, to cancel or withdraw this RFQ at any time and to negotiate with any party prior to or after submittal of proposals. Selection is also dependent upon the negotiation of a mutually acceptable contract with the successful proposers.
- Cost of Proposal Preparation: No reimbursement will be made by the City of Ormond Beach for any costs incurred in the preparation of the proposal or presentation.
- Proposals to be in Effect: Each proposal shall state that it is valid for a period of not less than 90 days from date of receipt.

SELECTION OF ENGINEERING FIRM

Professional Qualifications: Any firm or individual licensed to perform professional engineering services in the State of Florida, having demonstrable professional experience in the project category and having interest in providing these services to the City of Ormond Beach, is invited to submit a Letter of Interest and Proposal.

Insurance Requirements: The Consultant shall purchase at his own expense and maintain throughout the duration of the contract the types and amounts of insurance in form and from companies satisfactory to the City and shall furnish proof of insurance prior to commencing work. The Consultant shall indemnify and hold harmless the City and its employees from and against all claims, damages, losses, and expenses including, but not limited to, attorneys' fees arising out of or resulting from work provided that the claim, damages, loss and expense is caused in whole or in part.

Information to be Submitted:

Six (6) bound copies of the proposal which must include the following information:

1. Letter of interest.
2. Request for Qualification form (2 Pages), completed. **Please be sure to indicate on the second page all the continuing contract categories that you are submitting for.**
3. Overview description of the firm and its ability to provide the professional services being applied for.
4. Provide an organizational chart of the firm.
5. Completed Standard Form(SF) 254.
 - **Complete one form for each continuing contract category that is being applied for. Provide a separate tab for each category and 254 form in the submittal package.**
 - For Item 9, where requested to provide fees for Federal Contract Work submitter shall provide fees for Municipal contract work.
 - For Item 11, include a brief project description for each project example (examples should reflect work associated with the category being applied for).
6. Detailed resumes of the project team. **If different project teams are proposed for various categories of services, include each team in the specific tab section for each category.**
7. Provide list of current continuing contracts and contact information for each.
8. Location of office(s) where the project management team will be located.
9. Whether or not the firm or individual is a certified Minority Business Enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985.
10. Copy of Engineering firm's current Florida Professional License renewal.
11. Copy of Engineering firm's certificate of insurance.
12. Completed Conflict, Non-Conflict of Interest Statement/Litigation Statement.
13. Completed Drug-Free Workplace Certification

Only one proposal package shall be submitted regardless of the number of categories of continuing contracts that the submitter is requesting to be considered for. Six (6) copies of the submittal package are to be provided.

Evaluation Criteria: The most important evaluation emphasis will be placed upon the experience and past performance of the firm and the overall qualifications of the firm. Evaluation will also be based upon the abilities and accomplishments of the individuals to be assigned to the project. The location of the firm's home office where the work will occur from will also be an important factor.

Selection Process: The responses will be evaluated in accordance with Florida Statutes Section 287.055 known as the Consultants Competitive Negotiations Act.

A designated selection committee will review and evaluate responses to this RFQ for each category that a firm submits for and will rank the proposals based on the evaluation criteria. The Committee shall designate no less than three of the most qualified proposers based on rankings to be considered for continuing contracts. These proposers may be invited to appear for interview by City staff or be asked to further demonstrate their qualifications. It is intended to select at least three firms within each category for continuing contracts (assuming three or more proposals are received). Final contracts will then be negotiated and submitted to the City Manager for approval and recommendation to the City Commission.

Description of Continuing Contract Categories

Airport Facilities
Architectural Services
Electrical Engineering
Environmental Services
Hydro-Geologic Services
Geotechnical Services
Parks & Recreation
Stormwater Management and Design
Roadway Design
Structural Engineering
Mechanical Engineering
Survey Services
Transportation Planning & Engineering
Wastewater Treatment
Water Supply and Treatment
Water and Reuse Distribution and Wastewater Collection
General Civil and Public Facility Engineering
Planning Design Services
Green Planning and Engineering Services

Airport Facilities The Ormond Beach Municipal Airport (OMN) is a city facility located on 1128 acres of land just east of Interstate 95, north of the Tomoka River, and west of U.S. Highway 1. The airport offers two intersecting runways, 8/26 and 17/35, which are 4004 feet and 3701 feet in length respectively, served by six taxiways that are fully lighted. There are about 170 aircraft based at the airport, with approximately 155,000 annual operations (takeoffs

or landings). Owned and operated by the City of Ormond Beach, the airport is designated by the Federal Aviation Administration as a publicly-owned, public-use general aviation facility, and by the National Plan of Integrated Airport Systems as a General Aviation (GA) Transport Type (TR) Airport. Recent improvements to the airport include perimeter security fencing, construction of an air traffic control tower, taxiway construction and rehabilitation, new runway and taxiway lighting, a new rotating beacon, as well as new road construction. The firm shall be familiar with FAA design criteria and capable of environmental analysis in accordance with the National Environmental Policy Act (NEPA) and the State Environmental Policy Act (SEPA). All firms should be capable of FAA Airport Improvement Program (AIP) grant preparation and administration assistance, and should be knowledgeable and experienced with AIP requirements. Experience and qualifications of your firm in complying with the requirements of the FAA AIP grant program, as well as familiarity with FAA Orders and Advisory Circulars, FAA standards, and the FAA process for managing active airport projects will be given due consideration. The firm shall also be evaluated based upon experience and familiarity with FDOT aviation grant programs, the JPA application and administration process, and FDOT airport project management guidelines and reporting procedures. Familiarity with the particulars of the Florida Aviation Database and JACIP will also be considered.

Architectural - Consulting services shall include, but not be limited to, architectural services related to construction and renovation of City buildings, public facilities, and water and wastewater treatment plant facilities, structural analysis, damage assessment assistance, and other miscellaneous services.

Electrical Engineering - The City has numerous municipal facilities, including existing buildings, parking lots, parks and recreation facilities, etc. Potential projects include upgrade and modification of existing exterior lighting; design of improvements to existing interior lighting, modifications to existing utility electrical systems; and design of new facilities, such as parks and recreation facilities, municipal buildings, utility facilities, etc.

Structural Engineering - The City's existing facilities include numerous buildings and other structural facilities. Potential projects include piers and docks, pavilions, restroom facilities and other parks and recreation accessory structures; analysis of and improvement of the structural condition of existing facilities; bridge and utility structural design; design of new and rehabilitated municipal facilities and structures.

Mechanical Engineering - The existing City facilities frequently require analysis and design for heating and ventilation systems. Potential projects include replacement of existing HVAC units in several City buildings, design for new HVAC systems in proposed expansion projects, troubleshooting existing HVAC problems, etc. Heating, ventilation, and air conditioning (HVAC); plumbing; fire protection; and services to process equipment play a critical role in safe, reliable, efficient, and successful facility operation.

Survey - Survey services shall include, but not be limited to, boundary surveys, topographic surveys, construction layout, right-of-way surveys, legal descriptions, as-built surveys, etc. Applicable survey firms will have a registered PLS and full survey capability.

Hydro-Geologic Services - Consulting services shall include, but not be limited to, engineering services pertaining to groundwater modeling, water supply evaluation studies, hydro geological assessments, water use permitting, hydro geological design, well design, well construction consulting and inspection services, well sampling, water quality testing and analysis, geochemical pattern analysis, geophysical logging and surveying, chemical and biological sampling and analysis.

Geotechnical Services - Consulting services shall include, but not be limited to, engineering services pertaining to subsurface investigation, drilling, and analysis, soil property testing, construction and materials testing, foundation design analysis, pavement evaluation, permeability evaluations, threshold inspections, site feasibility studies, and values engineering analysis.

Environmental Services - Consulting services shall include, but not be limited to, Phase I & II site assessments, site remediation, wetland and threatened and endangered species studies, and groundwater remediation.

Stormwater Management and Design - Consulting services shall include, but not be limited to, stormwater master planning, stormwater system design, hydraulic modeling, basin runoff modeling, permit acquisition, system evaluation and rehabilitation.

Transportation Planning & Engineering - Consulting services shall include, but not be limited to, traffic engineering studies, PD&E studies, traffic counts, roadway design, signal pavement marking and channelization, traffic impact analysis, concurrency management studies, and corridor studies.

Roadway Design - Consulting services shall include, but not be limited to, engineering design of collector and rural roadways including all ancillary components normally required, design of minor bridges and culverts associated with roadways, ability to inspect and provide roadway assessment reports, street rehabilitation, reconstruction, and resurfacing.

Wastewater Treatment - Consulting services shall include, but not be limited to, wastewater master planning, wastewater treatment plant design, rehabilitation, and expansion, capacity analysis report, wastewater treatment plant permitting, and permit renewal, process and operations support.

Water Treatment - Consulting services shall include, but not be limited to, water master planning, water treatment plant design, rehabilitation, and expansion, capacity analysis report, water treatment plant permitting, and permit renewal, process and operations support.

Water and Reuse Distribution and Wastewater Collection - Consulting services shall include, but not be limited to, design of pressure and gravity mains, design of pump stations and lift stations, Infrastructure rehabilitation, condition assessment studies, and hydraulic modeling (currently the City's water system exists on H2O Map®).

General Civil and Public Facility Engineering - Consulting services shall include, but not be limited to, general civil engineering services related to site development of public properties

including design of public facilities including, but not limited to, facility construction, renovation and rehabilitation, building and property site assessments, sustainability, and energy efficiency design.

Planning and Design Services - The provision of urban planning expertise that includes but is not limited to, master or comprehensive planning, special area planning, recreation planning, environmental, transportation, historical, land use, capital facility, corridor, DDA/Downtown CRA, and streetscape planning. Included in this should be the ability to provide urban design, landscape architecture, grant writing/fund development and planning, zoning, and site plan review assistance if needed.

Green Planning, Engineering, and Financial Services- Principally providing specialized planning, engineering, and financial services designed to reduce fossil fuel emissions in a manner that is environmentally sustainable and maximizes benefits to its client; reduces energy consumption for its client; or improves energy efficiency in the building, transportation, land use, or other appropriate sector.

Risk Management and Insurance Requirements

A. Contractual Provisions Relative to Risk Management

All contracts for any public works to be performed, and service-related contracts, for or on behalf of the City shall include the following, or substantially similar, provisions:

1. Hold Harmless

(a) General

The City, its agents, employees, and officials, both elected and appointed, shall be held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom, arising out of the agreement, contract or lease unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

(b) Professional Services Contracts

The City, its agents, employees, and officials, both elected and appointed shall be held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom arising out of performance of the agreement or contract, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

The City, its agents, employees, and officials, both elected and appointed shall also be held harmless from and against all claims for financial loss with respect to the provision of or failure to provide professional or other services resulting in professional, malpractice, or errors and omissions liability arising out of performance of the agreement or contract, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

2. Payment on Behalf of City

The Contractor shall pay all costs of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph.

Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

3. Loss Control/Safety

Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees and property. The Contractor shall comply with all applicable laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action when loss control/safety measures are reasonably necessary.

The City may order work to be stopped if conditions exist that present an immediate danger to persons or property. The Contractor acknowledges that such work stoppage will not shift responsibility for any damages from the Contractor to the City.

B. Contractor's Insurance

1. General

The Contractor, including service-related contractors, shall purchase and maintain for the entire life of the Project, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under the Contract Documents, whether such operations be by the Contractor, by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

2. Types of Insurance and Limits of Liability

The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as required by law, whichever is greater, and shall include the following:

- (a) Workers' Compensation Insurance** in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

\$100,000. Each Accident Bodily Injury by Accident
 \$100,000. Each Employee Bodily Injury by Disease
 \$500,000. Policy Limit Bodily Injury by Disease

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverages.)

(b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverages (any deviation shall be noted on the Certificates of Insurance):

- a. Premises and Operations
- b. Owners' & Contractors' Protective
- c. Products & Completed Operation
- d. Explosion, Collapse & Underground Conditions
- e. Blanket Contractual Liability
- f. Personal Injury Liability
- g. Broad Form Property Damage Endorsement, including Completed Operations
- h. Independent Contractors
- i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
- j. Pollution Liability (if applicable)
- k. Asbestos Abatement (if applicable)
- l. Fire Damage Liability

Certain coverages outlined above may not be required if they do not relate to the Project, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less than the following amounts for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>	
\$0 - \$25,000	\$300,000	Each Occurrence
	\$300,000	General Aggregate *
	\$300,000	Aggregate Products & Completed Operations
	\$ 25,000	Fire Damage (any one fire)
\$25,001 - \$250,000	\$500,000	Each Occurrence
	\$1 Million	General Aggregate*

	\$1 Million	Aggregate Products & Completed Operations
	\$ 50,000	Fire Damage (any one fire)
\$250,001 & over	\$1 Million	Each Occurrence
	\$1 Million	General Aggregate *
	\$1 Million	Aggregate Products & Completed Operations
	\$ 50,000	Fire Damage (any one fire)

* NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) **Automobile Liability Insurance** for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos).

<u>Contract Value</u>	<u>Limits (not less than)</u>
\$0 - \$25,000	\$300,000 Combined Single Limit
\$25,001 - \$250,000	\$500,000 Combined Single Limit
\$250,001 and over	\$1 Million Combined Single Limit

- (d) **Excess Liability**

For Contracts of \$250,000 or more, and in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention for occurrences insured in this Excess Policy not to exceed \$25,000 and a minimum limit of \$1 Million.

- (e) **Professional Liability, Malpractice and/or Errors and Omissions**

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period

(ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

C. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service-related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain a provision that the coverage under the policies will not be canceled, non-renewed or materially changed until at least sixty (60) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be fifteen (15) days) has been given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.
2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
3. If requested by the City, the contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.
4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company, as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Contract.

D. Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), Class VII in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority.

2. All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.
3. The City shall be listed as a named insured on all policies of insurance and certificates thereof.

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

City of Ormond Beach
CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

- [] To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.
- [] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.
- [] The undersigned firm has had no litigation on any project in the last five (5) years.
- [] The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

COMPANY NAME

SIGNER'S NAME (PRINT OR TYPE)

AUTHORIZED SIGNATURE

TITLE

DATE

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City of Ormond Beach
DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL OR “TIE” PROPOSALS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal in respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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.

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 violation.

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

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) calendar days after such conviction.

Impose sanctions 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.

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

Name

Signature

Title