



Hallandale Beach
PROGRESS. INNOVATION. OPPORTUNITY.

**REQUEST FOR QUALIFICATIONS
(RFQ) # FY 2014-2015-004**

**GENERAL CONTRACTOR PRE-QUALIFICATION
FOR THE CONSTRUCTION OF THE MAIN FIRE STATION**

EXHIBIT I SCOPE OF WORK

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

INTRODUCTION / INFORMATION

PURPOSE AND PROJECT SCOPE

In accordance with Chapter 23, Section 23-3, the City of Hallandale Beach seeks to pre-qualify General Contractors for the construction of the Main Fire Station to be located on 111 Foster Road, City of Hallandale Beach, FL 33009.

Pre-qualification is a procedure by which a General Contractor may qualify to bid on the above mentioned project. Only contractors that have been determined by the City to be pre-qualified as provided under this RFQ are eligible to bid on the Main Fire Station Project.

It is anticipated that the proposed fire station be approximately 23,000 - 25,000 square foot two story facility with four (4) double apparatus bays. The facility will have adequate living space for a minimum of ten (10) on duty firefighters, including living, cooking, sleeping, teaching and training space. The building will also include the administrative offices, emergency operation center, meeting and training space, as well as, potentially a City wide camera monitoring room. All necessary accommodations for emergency activation events.

The building shall be constructed to provide critical infrastructure and shall achieve the U.S. Green Building Council LEED (Leadership in Energy and Environmental Design) Certification or equivalent green building certification.

The Fire Station Site is located on 111 Foster Road. The existing site is a vacant lot located in the Northwest quadrant of the City. Attached for general information is the site plan, floor plan and exterior elevations (Attachment A). This information is for general information purposes only and is subject to change as the project continues to be developed.

| Name | Location | Size (Land area) | Master Plan Concept |
|--------------------------|--------------------|-------------------|---|
| Main Fire Station | Northwest Quadrant | 1.31 Acres | <ul style="list-style-type: none">• 23,000 to 25,000 SF• 2 story Building• Conceptual Sketches attached |

Under no circumstances are firms allowed to contact the design team, either directly or indirectly or through an intermediary from the time of advertisement until the time of award of contract through Commission Meeting.

Following the opening of the proposal packages, firms that do not meet the Minimum Qualification Requirements set forth will not be considered further. The firm awarded the Contract will be required to maintain the Minimum Qualification Requirements until the project is completed and certificate of occupancy provided by the Building Division.

Firms meeting the Minimum Qualification Requirements criteria will have their proposal evaluated and scored according to the evaluation criteria set forth on page 12 of this RFQ. An Evaluation Committee will select no fewer than three (3) of the highest ranked proposers and those firms may be called for oral interviews/presentations.

Oral presentations are to support what has been provided in the proposals. No new information nor material not already provided in the firm's proposal is to be presented during oral presentations.

After oral presentations General Contractors will be evaluated and ranked by the Evaluation Committee and no less than three (3) General Contractors will be selected and allowed to bid on the Fire Station Project. Once the Construction Documents and specifications have been permitted, the City will release the construction documents for sealed low bids. The low bidder that is determined to serve the best interests of the City will be awarded the contract.

The City reserves the right to allow sales tax savings for direct purchases where possible and practical for this Project, if the City elects to receive the sales tax savings on certain items within the contract documents.

MINIMUM QUALIFICATION REQUIREMENTS

All firms responding to this RFQ, in order to be eligible to respond to this RFQ, must demonstrate and submit with firm's response all of the requirements stated below. Provide a section with your firm's response labeled "Minimum Qualification Requirements" addressing all items stated below.

In order for your firm's response to be considered, firms must provide the following labeled accordingly:

1. All firms listed as part of the RFQ response must be licensed under the appropriate State

and Local laws. Provide documentation that the firm possess a valid and current Florida Contractor's license for the project for which intends to submit a bid.

2. Provide a letter on firms' letterhead with an affirmative statement indicating the firm has a minimum of five (5) years of continuous experience providing the type of services requested in this RFQ.
 3. Provide documentation evidencing your firms experience in construction of at least one Fire Station as the General Contractor or Construction Manager.
 4. Provide a copy of firms' incorporation indicating five (5) years of continuous experience. This information can be found on Sunbiz, <http://www.sunbiz.org>.
 5. Provide a letter on your firm's letterhead indicating your firm has a minimum of one (1) completed project which has achieved a LEED certification or is in progress of completing a LEED certification, by date of submission of proposals, for similar services as requested in this RFQ.
 6. Provide a letter on your firm's letterhead indicating that at least one (1) of the staff proposed to be assigned to this Project shall have a LEED AP Certification.
 7. Provide documentation of your firm's total and single project bonding capacity and the name and current financial rating (A.M. Best) of the surety company utilized by your firm. Proposers shall have a single project bonding capability of at least Ten Million Dollars (\$10,000,000.00) with a surety company with an A.M. Best rating of AA or better.
 8. Firm must attach the latest copy of a reviewed or audited financial statement with accompanying notes and supplemental information
- **All firms that are submitting a response to this RFQ, either through Joint Venture, a Joint Collaborative Proposal, etc., must submit a single response proposal, with completed information by all firms named under the submission. Joint ventures may only qualify when previous succesfull and documented collaborative experience can be demonstrated.**

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

ADDITIONAL BACKGROUND INFORMATION

The City of Hallandale Beach is a City Manager/City Commission form of government. It serves an area of approximately 4.4 square miles with a population of approximately 37,000 people off – season and 50,000 during season. The City’s fiscal year begins October 1st and ends September 30th.

INSTRUCTION FOR SUBMITTAL OF RESPONSES

Firms are to submit responses only on a thumb drive that is 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.

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/RFQ and the Contract.
- **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.
- **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 RFQ.

The outline for items # 1 through # 11 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 RFQ. 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 RFQ. The proposal should be prepared simply and economically, providing straightforward, concise description of the proposer's capability to satisfy the requirements of the RFQ.

While additional data may be presented, the information requested in items 1 through 11, must be included. Items 1-11 represent the criteria against which proposals will be evaluated.

1. Title Page

Provide the RFQ # 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 RFQ.

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

1. Proposers must provide a description of the firm, including the size, range of activities, strength, stability, experience, awards, recognitions, etc.
2. Particular emphasis shall be given as to how the firm's experience and expertise in construction of Fire Station facilities and similar facilities will be directly beneficial to the City in the construction of the project.
3. Describe what unique and extraordinary skills or qualifications your firm brings to this Project, including industry "Best Practices". How would the selection of your firm add value to the Project?
4. Describe your company's resources and capabilities with respect to scheduling (specific computer programs), cost control, quality control, on site safety, minimizing change orders, and coordination with the A/E and the City.
5. Describe your firm's experience with green building practices¹ and identify any Green Building Council (LEED) approved projects your firm has completed or is in progress of completing and the number of local office staff with a LEED AP certification.
6. Describe your firm's experience and understanding regarding local subcontractors and bidding conditions. Explain how your firm stays current with the construction costs and bidding conditions in Southeast Florida.
7. Describe your firm's in-house cost estimating and bidding staff resources and capabilities. Identify your company's procedures for preparing a low bid

1 The City will require the selected firm and its subcontractors to adhere to the City's "green building" code requirement during the construction of the Project. Please refer to City Ordinance 2009-20.

proposal and how accurate is your firm in anticipating change orders based on submitted construction documents.

8. Describe your firm's historical experience in meeting Community Benefits, local hire and Local Business Enterprise ("LBE") goals of prior clients. Provide a description on how your firm intends to address the City's Community Benefit Program (LBE) to meet anticipated goals.
9. The proposal should indicate the total number of employees of the firm, including the number of staff in the local office, the staff to be employed for the City's Project on a full-time basis.
10. Provide a list of government and private clients your firm has under contract through 2016. Please provide the amount of each contract and a brief description of the services, including the number of employees your firm is supervising on each project.
11. Identify the key personnel to be assigned on this Project and their qualifications. Provide brief resumes of key persons to be assigned to the project and their respective responsibilities, including, but not limited to:
 - 1) Name and title.
 - 2) Organizational Chart
 - 3) Job assignment performed for other projects.
 - 4) Percentage of time to be assigned full time to this Project.
 - 5) How many years with firm providing the response.
 - 6) How many years with other firms
 - 7) Experience
 - a) Types of projects
 - b) Size of projects (dollar values, square footage, etc.)
 - c) Tasks performed on the specific projects
 - d) LEED AP qualification
 - 8) Education.
 - 9) Other experience and qualifications relevant to this Project.

6. 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 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.

Provide six (6) references of projects of a similar size, scope and complexity. At least one project should be a Fire Station. All referenced projects must have been completed by your firm within the last five (5) years which demonstrate the experience of the firm and the team that will be assigned to provide the services as required by this Project. Four (4) references shall be project client/owners and, two (2) shall be from A/E firms that have the Architects of record on projects where your firm has provided the construction services. For each reference, provide the following information:

- 1) Client name/Owner's Representative name, address, phone number, and email.
- 2) Name and location of the project. Description of the scope of work.
- 3) Role your company provided: General Contractor and/or other.
- 4) Date project was completed or is anticipated to be completed.
- 5) Size of project (gross square feet of construction)
- 6) Original Owner Budget vs. Final construction budget
- 7) The total amount of approved Changes Orders.
- 8) The dollar value and the percentage of the final project cost awarded to and performed by local subcontractors (of any tier) and SBE subcontractors (of any tier).
- 9) Present status of the project.

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

7. Financial Capacity

Provide documentation of your firm's financial stability and sufficient financial capability to complete a project of this scope, as follow:

- A. Bonding. Provide a letter from your surety company stating your firms' total and single project bonding capacity. Provide the current A.M. Best financial rating of your surety company.
- B. Financial Stability. Provide summary certified financial statements demonstrating the tangible net worth of your firm, current operating cash balances, bank lines of credit and contingent liabilities.
- C. Ownership. Provide information on the form of ownership, principal owners, and length of ownership; if there are any pending changes to the company's ownership, identify the nature of these changes.

8. Proposer's Construction Approach

In narrative and tabular format as appropriate, describe your firm's approach to:

- 1) Overall project management and coordination with the City, the Architect of Record and subcontractors
- 2) Design review and alternate analysis of plans and specifications
- 3) Constructability analysis
- 4) Cost estimating
- 5) Project scheduling
- 6) Quality Control/Quality Assurance (design and construction)
- 7) Bidding and subcontractor relationships
- 8) Cost controls and change order management
- 9) Preparation/review of shop drawings
- 10) Project mobilization
- 11) Project punch list management and close-out
- 12) Inspections
- 13) Security and safety
- 14) Brief description of experience working with LEED practices and protocols

9. Legal Proceedings

This is being requested for informational purposes. No criteria points assigned.

A. Arbitrations: List all construction arbitration demands filed by or against your firm in the last five (5) years, and identify the nature of the claim, the amount in dispute, the parties, and the ultimate resolution of the proceeding.

B. Lawsuits: List all construction related lawsuits (other than labor or personal injury litigation) filed by or against, your firm in the last five (5) years, and identify the nature of the claim, the amount in dispute, the parties, and the ultimate resolution of the lawsuit.

C. Other Proceedings: Identify any lawsuits, administrative proceedings, or hearings initiated by the National Labor Relations Board or similar state agency in the past five (5) years concerning any labor practices by your firm. Identify the nature of any proceeding and its ultimate resolution. Identify any lawsuits, administrative proceedings, or hearings initiated by the Occupational Safety and Health administration concerning the project safety practices of your company in the last five years. Identify the nature of any proceeding and its ultimate resolution.

D. Bankruptcies: Has your firm or its parents or any subsidiaries ever had a Bankruptcy Petition filed in its name, voluntarily or involuntarily? (If yes, specify date, circumstances, and resolution).

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

11. Community Benefit Plan – Required for this Project please *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, for pre-qualification of Contractors to be eligible to bid on the Main Fire Station project as described in this RFQ.

| NUMBER | CRITERIA LISTED | MAXIMUM POTENTIAL POINTS |
|--------|---|--------------------------|
| 1. | Firm's Qualifications and Experience | 35 |
| 2. | Past Performance (References) | 10 |
| 3. | Financial Capacity | 10 |
| 4. | Proposer's Construction Approach | 10 |
| 5. | Local City of Hallandale Beach Vendor Preference* | (10) |
| | Community Benefit Plan | (25) |
| | TOTAL POINTS ** | 100 |

*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 Evaluation Committee determines be invited to this process. 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: January 30, 2015 no later than 11:00 A.M.

RESPONSES MUST BE SUBMITTED IN SEALED ENVELOPES AND MUST BE MAILED OR HAND DELIVERED TO AND LABELED AS FOLLOWS:

CITY OF HALLANDALE BEACH
CITY CLERK'S DEPARTMENT – EXECUTIVE OFFICES
400 SOUTH FEDERAL HIGHWAY – 2ND FLOOR
HALLANDALE BEACH, FL 33009
TITLED: RFQ # FY 2014-2015-004
GENERAL CONTRACTOR PRE-QUALIFICATION
FOR THE CONSTRUCTION OF THE MAIN FIRE STATION

NON-MANDATORY PRE-QUALIFICATION PROPOSAL CONFERENCE:

Non-Mandatory Pre-Qualification Proposal Conference is being held **January 12, 2015 at 2:00 P.M.**, 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 14, 2015 no later than 11:00 A.M.**

RFQ GUARANTEE:

Each proposer must provide with the submission a Proposal Guarantee/Bond in the form of a Certified Check, or Cashier's Check, or Bid Bond in the amount of \$5,000 payable to the City of Hallandale Beach. These funds are not cashed. These funds are retained guaranteeing the firm submitting the proposal will not withdraw the proposal for such period of time as the Commission provides a Resolution for award of contract. Per Code of Ordinance No. 2013-03, Section 23-3 if firm withdraws the proposal, or awarded firm does not furnish bonds as required, and does not accept a contract that is awarded, the Proposal Guarantee Bond is forfeited.

REQUEST FOR QUALIFICATIONS (RFQ) TENTATIVE SCHEDULE

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

| | |
|---|---|
| RFQ ADVERTISING DATE | DECEMBER 23, 2014 |
| RFQ DOCUMENT RELEASED | DECEMBER 23, 2014 |
| NON-MANDATORY PRE-QUALIFICATION PROPOSAL CONFERENCE | JANUARY 12, 2015 2:00 PM COMMISSION CHAMBERS |
| QUESTIONS | ALL QUESTIONS MUST BE EMAILED BY NO LATER THAN JANUARY 14, 2015 BY NO LATER THAN 11 AM |
| RFQ DEADLINE FOR RECEIPT OF PROPOSALS | JANUARY 30, 2015 NO LATER THAN 11 AM |
| EVALUATION OF PROPOSAL/SELECTION OF FIRMS | JANUARY 30 THROUGH MARCH 30, 2015 |
| ORAL INTERVIEWS – (IF REQUIRED) | JANUARY THROUGH MARCH, 2015 |
| CONTRACT AWARD BY CITY COMMISSION – ESTIMATED | TO BE DETERMINED |
| PROJECT START DATE – ESTIMATED | TO BE DETERMINED |

QUESTIONS REGARDING RFQ:

For information pertaining to this Request for Qualifications (RFQ), 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 Contractor that will be pre-qualified to submit a response to the bid for the Main Fire Station Project will be required to obtain and maintain the following insurance requirements for the life of the contract for the construction. 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 for construction of the project.

Contractor agrees, at its sole expense, to maintain on a primary basis during the life of this Contract, or the performance of Work hereunder, insurance coverages, limits, and endorsements unless otherwise noted herein. Contractor agrees to provide evidence of insurance when required.

Commercial General Liability. Contractor agrees to maintain Commercial General Liability at a limit of liability not less than **\$1,000,000** Each Occurrence **\$2,000,000** Annual Aggregate. Contractor agrees it's coverage will not contain any restrictive endorsement(s) excluding or limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability or Cross Liability. The Operator agrees any Self-Insured-Retention or deductible shall not exceed \$25,000.

Business Automobile Liability. Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Operator does not own automobiles, Operator 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.

Contractor's Pollution Legal Liability. Contractor agrees to maintain Contractor's Pollution Legal Liability at a limit of liability not less than \$1,000,000 Each Occurrence \$2,000,000 Annual Aggregate. The CONTRACTOR agrees the policy shall include a minimum three (3) year Discovery (tail) reporting period, and a Retroactive Date that equals or precedes the effective date of the Contract, or the performance of Work hereunder. The Contractor agrees the Self-Insured-Retention shall not exceed \$25,000. This coverage may be provided on a Per-Project Basis.

Inland Marine Builder's Risk Insurance. The Contractor, prior to notice to proceed or commencement of Work, whichever occurs first, agrees to maintain an Inland Marine Builder's Risk insurance coverage form with an amended policy period of no less than 22 months, if available, providing coverage to protect the interests of the City, Contractor, sub-contractors, including property acquired under a sales tax incentive program, property in transit, and property on or off-premises, which shall become part of the Work.

Coverage shall be written on an All-Risk, Replacement Cost, and Completed Value Form basis in an amount at least equal to one-hundred 100% of the projected completed value of the Work, as well as subsequent modifications of that sum due to Change Orders. This policy shall also include Delay Cost coverage for soft costs, which shall at a minimum include additional expenses for interest, legal, consulting, insurance, architectural and engineering, contractor's overhead and general Conditions, and equipment rental. The period of indemnity shall not be less than 12 months and the limit of Delay Cost coverage not be less than ten percent (10%) of the projected completed value of the Work and shall be a scheduled limit on the policy in addition to a scheduled limit for the hard cost coverage. The waiting period for Delay Cost coverage may not exceed 30 days. Collectively, the scheduled soft cost limit and hard cost limit may equal one-hundred percent (100%) of the projected value of the Work, unless the builder's risk carrier requires the Delay Cost coverage to be in addition to the 100% projected value of the Work. Contractor agrees to be responsible for reporting increases in the projected completed value of the Work due to Change Orders to its insurance carrier.

The Contractor further agrees that any flat deductible(s) shall not exceed \$100,000, any wind percentage deductible (when applicable) shall not exceed ten-percent (10%); and any flood sublimit shall not be less than 25% of the projected completed value of the Work for this policy.

The Contractor agrees to endorse the Inland Marine Builder's Risk insurance with a manuscript endorsement eliminating the automatic termination of coverage in the event the building is occupied in whole or in part, or put to its intended use, or partially accepted by City. The manuscript endorsement shall amend the automatic termination clause to only terminate coverage if the policy expires, is cancelled, the City's interest in the building ceases, or the building is accepted under a Certificate of Substantial Completion or insured by the City.

The Contractor agrees to endorse the City as “Additional Insured” on the Inland Marine Builder’s Risk Insurance coverage form.

Flood Insurance. Once an elevation certificate is available for each building, as defined by the National Flood Insurance Program (NFIP), under the Work the Contractor agrees to maintain a NFIP General Flood Policy on each building under construction in the amount of \$500,000 for building coverage or the replacement cost of the building, whichever is less. The flood deductible for the building coverage may not exceed the standard deductible offered by the NFIP. Operator agrees to endorse the City as a “Loss Payee on each flood policy required herein.

Worker’s Compensation & Employer’s Liability. The Contractor agrees to maintain its own Worker’s Compensation & Employers Liability Insurance. (NOTE: Elective exemptions or coverage through an employee leasing arrangement will NOT satisfy this requirement).

Commercial Umbrella/Excess Liability. Contractor agrees to maintain either a Commercial Umbrella or Excess Liability at a limit of liability not less than **\$5,000,000** Each Occurrence **\$5,000,000** Aggregate. The Contractor agrees to endorse the City as an “Additional Insured” on the Commercial Umbrella/Excess Liability, unless the Commercial Umbrella/Excess Liability provides coverage on a pure/true follow-form basis, or the City is automatically defined as an Additional Protected Person. The Contractor agrees any Self-Insured-Retention or deductible shall not exceed \$25,000.

Additional Insured Endorsements. The Contractor agrees to endorse the City as an Additional Insured on the Commercial General Liability with a CG 2010 10 01 Additional Insured - Owners, Lessees, or Contractors, or similar endorsement providing equal or broader Additional Insured coverage. If a CG2010 07 04 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement is provided by the Operator’s Commercial General Liability, then the additional endorsement of GC2037 10 01 Additional Insured – Owners, Lessees, or Contractors – Completed Operations shall be required to provide back coverage for the contractor’s “your work” as defined in the policy and liability arising out of the products-completed operations hazard.. **(Attach an actual copy of the endorsement(s)...contact your insurance agent).**

Additionally, Contractor agrees to endorse the City as an “Additional Insured” under the Commercial Umbrella/Excess Liability and the Inland Marine Builders Risk Insurance as also provided herein.

The name of the organization endorsed as Additional Insured for all endorsement shall read "City of Hallandale Beach".

Deductibles, Coinsurance Penalties & Self-Insured Retention. Contractor agrees to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, self-insured retention, or coverage exclusion or limitation. For deductible amounts that exceed the amounts stated herein that are acceptable to City, the Contractor agrees, when requested by City, to maintain a Commercial Surety Bond in an amount equal to said deductible amount.

Waiver of Subrogation. Contractor agrees by entering into this written Contract to a Waiver of Subrogation in favor of the City, Contractor, sub-Contractor, architects, or engineers for each required policy providing coverage during the life of this Contract. When required by the insurer, or should a policy condition not permit the Operator to enter into a pre-loss agreement to waive subrogation without an endorsement, the Operator agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition that specifically prohibits such an endorsement, or voids coverage should the Operator enter into such an agreement on a pre-loss basis.

Right to Revise or Reject. Contractor agrees the City reserves the right, but not the obligation, to review or revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage. Additionally, the City reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein, or any insurer(s) providing coverage due of its poor financial condition or failure to operating legally in the State of Florida. In such events, City shall provide Operator written notice of such revisions or rejections.

No Representation of Coverage Adequacy. The coverages, limits or endorsements required herein protect the primary interests of the City, and the Contractor agrees in no way should these coverages, limits or endorsements required be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of the Project or otherwise.

Certificate of Insurance. Contractor agrees to provide City a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available by Contractor's insurer. If the Contractor receives a non-renewal or cancellation

notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. When notified by City, the Contractor agrees not continue work pursuant to this Contract, unless all required insurance remains in effect.

The City shall have the right, but not the obligation, of prohibiting Contractor from entering the Work site until a new Certificate of Insurance is provided to the City evidencing the replacement coverage. The Contractor agrees the City reserves the right to withhold payment to Contractor until evidence of reinstated or replacement coverage is provided to the City. If the Contractor fails to maintain the insurance as set forth herein, the Contractor agrees the City shall have the right, but not the obligation, to purchase replacement insurance, which the Contractor agrees to reimburse any premiums or expenses incurred by the City.

The Contractor agrees the Certificate(s) of Insurance shall:

1. Clearly indicate the City has been endorsed on the Commercial General Liability with a CG 2010 10 01 Additional Insured - Owners, Lessees, or Contractors – Schedule Person or Organization, or similar endorsement providing equal or greater Additional Insured coverage, or collectively the CG2010 07 04 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization and GC2037 10 01 Additional Insured – Owners, Lessees, or Contractors – Completed Operations, if applicable. **(Attach an actual copy of the endorsement...contact your insurance agent).**
2. Clearly indicate the City is endorsed as an Additional Insured on the Commercial Umbrella/Excess Liability and Inland Marine Builder's Risk Insurance
3. Clearly indicate the project name and project number.
4. Clearly identify each policy's limits, flat & percentage deductibles, sub-limits, or self-insured retentions, which exceed the amounts or percentages set forth herein.

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5. Clearly indicated Certificate Holder(s) as follows:

City of Hallandale Beach
400 South Federal Highway
Hallandale Beach, Florida 33009

6. Clearly indicate the City is endorsed as an Additional Insured on the Commercial Umbrella/Excess Liability.
7. Clearly indicate the project name and project number.