



Hallandale Beach
PROGRESS. INNOVATION. OPPORTUNITY.

**REQUEST FOR PROPOSAL
(RFP) # FY 2014-2015-005
HALLANDALE OPPORTUNITY PROJECT (HOP)
COMPLIANCE AND MONITORING SERVICES**

EXHIBIT I SCOPE OF WORK

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

INTRODUCTION / INFORMATION

PURPOSE AND PROJECT SCOPE

The City seeks to engage the services of a licensed CPA or similarly credentialed financial monitoring firm to perform monitoring and reporting services on the City's newly implemented Hallandale Opportunity Project and Community Benefit Program.

BACKGROUND ON THE PROJECT

The City of Hallandale Beach seeks to maximize the benefit of both private and public investment in the City for its residents. U.S. Census Bureau, 2010-2012 American Community Survey reveals unemployment rates of 18.2 % in Hallandale Beach. This rate is above both the State and National unemployment rates: 12.4% and 10.1% respectively. Additionally, the growing economic divide among residents continues to serve as a significant barrier to the City's potential for future economic growth and attraction of target industries (hospitality, leisure, and medical).

To address this concern, the Hallandale Beach City Commission adopted a Community Benefit Plan – CBP - (Ordinance 2013-003) aimed at providing a mechanism for private development (specifically construction) and certain City-funded projects (capital) to generate a direct benefit for local residents. The Community Benefit Plan has Two Main Elements:

1. Workforce Utilization
2. Hallandale Beach Vendor Utilization

Workforce Utilization: The successful CBP Plan will detail how the firm will maximize the utilization of Hallandale Beach Residents as a part of the project.

The plan should include:

- What specific actions steps will be taken to recruit and or train employees
- How will the vendor mobilize in the community to be successful
- Greater emphasis should be given to workforce utilization

Hallandale Beach Vendor Utilization (HBVU): A successful CBP Plan will detail what incentives and or business practice that the bidder is willing to put in place to maximize the utilization of Hallandale Beach vendors.

The City of Hallandale Beach is seeking qualified non-profit and/or for-profit providers to provide: Monitoring/Quality Control Services for the Hallandale Opportunity Project and the Community Benefit Program.

Challenge

City Staff has applied CBP to a number of projects to date. CBP is typically negotiated prior to the award of the contract with the successful company/developer, and then the CBP commitment is incorporated as part of the development agreement. Since its inception, the administration of the CBP has been challenging. The challenges to the successful CBP implementation on a CRA/City funded project are as follows:

- Initial CBP commitment will undoubtedly change when developer begins to negotiate contracts or make hiring decisions
- Due to previous point, developer will be reluctant to accept definitive CBP language in executed agreement
- Establishment of appropriate ramification in agreement for failing to fulfill CBP commitment
- Once project commences, hired sub-Consultants or local residents may change
- Measurement of CBP may be different for every project (i.e. a specialized, technical project will be different than an unskilled labor project)
- Interim reporting may provide skewed indicator of overall CBP accomplishment at project's end
- Verification of information provided by developer is often difficult

Staff has learned several things from its assessment of CBP. First, there is a need for greater capacity/skill training among local residents. Many developers who commit to hiring local residents report that they are unable to meet their CBP commitment due to unavailability of skilled workers. Second, Staff has learned that despite the City's intent with the adoption of the Ordinance, there is still ignorance about the program, its functions, and opportunities for linkage between private sector jobs (permanent) and unemployed Hallandale Beach residents. Lastly, Staff recognizes that the implementation of a successful CBP requires greater monitoring and coordination than what has been committed thus far.

Hallandale Opportunity Project

The City of Hallandale Beach is releasing this Request for Proposal for Monitoring Services as part of the Hallandale Beach Opportunity Project (HOP). The HOP intends to address the need that exists in the Community by assembling a comprehensive approach that will integrate the various elements needed to tackle unemployment and improve the availability of skilled workers. The HOP will be comprised of three essential components:

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- Job/Skills Training
 - Job identification and staffing
 - Monitoring/Quality Control

#1 Job/Skills Training

This component will consist of the engagement of various partners that specialize in training. One of the limitations with the City/CRA's current funding of training is that it may not be targeted toward the specific needs of a particular employer or project. The HOP proposes that the training be tailored to fit the upcoming needs of developers so that the necessary skills are provided to potential employees. Anticipated partners in this component are local vocational schools, community organizations, or private sector entities that provide job skills training.

2 Job identification and staffing

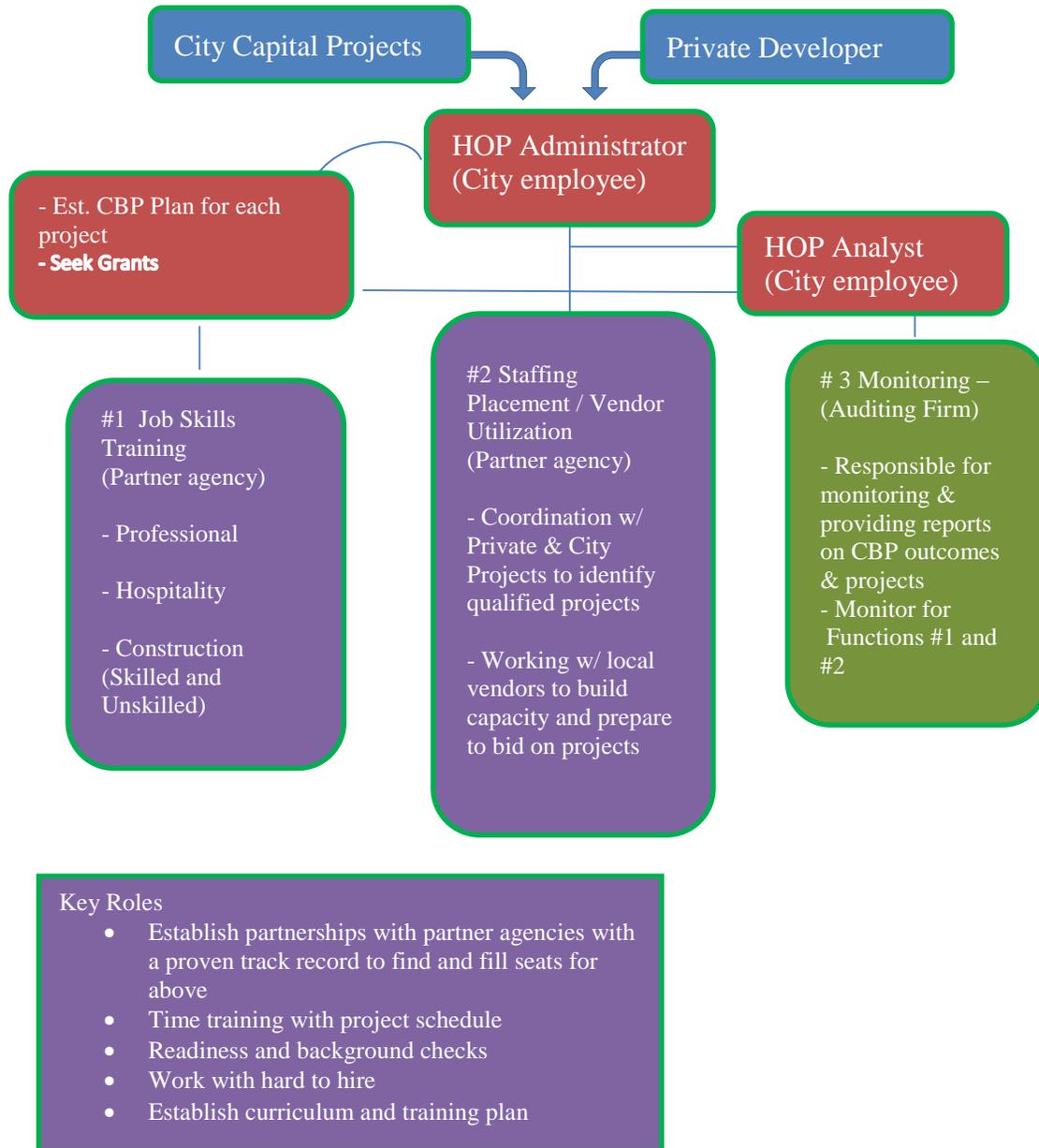
The Job identification and staffing component involves brokering the job needs of employers (current and anticipated) with the availability and interests of potential employees. This component would entail the responsible party to serve as the City-wide staffing center where developers that have committed to CBP and local businesses can post the jobs, along with job descriptions, minimum qualifications, pay, physical requirements, etc. The implementation of this component as part of HOP allows for greater transparency among developers and also allows for tailored training for residents seeking work. Additionally, this component will also seek to gain a database of local businesses and material suppliers looking to provide bids on upcoming jobs in the City.

3 Monitoring/Quality Control

As mentioned previously, a number of challenges to the administration of CBP have been uncovered thus far. Staff would be shortsighted if the proposed HOP failed to include an element of monitoring and quality control to ensure that all aspects of the overall project were working cohesively and effectively. The monitoring component would involve an independent firm/person who will (1) work with the City and CRA to establish a meaningful and measureable reporting tool, (2) gather reports from CBP participants, and (3) generate comprehensive reports that track the progress and performance of the CBP. In addition to reporting the firm will be tasked with ensuring established outcomes and benchmarks are being met, as those outcomes would serve as support for funding of the responsible party, and performing monitoring visits to validate reports.

The Scope of Services sought with this RFP is for #3 above - Monitoring/Quality Control.

The chart below provides a macro-level view of the flow of activity and assigned tasks.



MINIMUM QUALIFICATION REQUIREMENT YEARS OF EXPERIENCE:

All firms responding to this RFP, in order to be eligible to respond to this RFP, must demonstrate and submit with firm's response all of the requirements stated below.

In order for your firm's response to be considered, firms must exhibit capacity to perform the work and define an approach to the project that will ensure the City's program goals are met.

1. Years' in Business:

- a. Proof of experience may be provided by incorporation for the required two (2) years as reflected on Sunbiz.org.

OR,

- b. An affirmative statement and submission of evidence of the two (2) years' experience.

2. Licenses:

All firms listed as part of the RFP must be licensed under the appropriate State and Local laws and provide proof with submission of proposal.

Successful proposers will incorporate the following in their application:

Firm must demonstrate a proven track record, documented experience in the area of compliance monitoring. Within the proposal, the firm must describe your organization's work over the past two years involving the following Scope of Services to be provided. Specifically, firms should describe and provide documentation on your experience and expertise in the following areas:

Compliance and Monitoring Services

- Develop and implement ongoing monitoring mechanisms to assess Consultants and Sub-Consultants in goals attainment; and develop, review, and maintain relevant contract compliance documentation for project reporting purposes. Receive and audit payroll records and related documentation.
- Conduct on-site visits to confirm HOP and CBP reporting and work plans.
- Audit and inspect the Consultants' and Sub-Consultants' records, when necessary, to verify work HOP and CPB participation.
- Review monthly reports and payment verification, where applicable, to determine compliance, verify that the work committed to the CBP is actually performed and comment deficiencies and/or irregularities, which may necessitate future action by the City. The selected firm will attempt to resolve with the Consultant/consultant any deficiencies and/or irregularities that may be discovered.
- Review invoices submitted by Consultant and ensure all documentation has been received and work complete.

Forms and Guidelines

- Develop recommended guidelines and reporting forms/mechanisms for the HOP and Community Benefit Plan.
- Development CBP forms and reports for use by Consultants, Consultants, and developers. The City prefers electronic reporting for said forms.

Reporting and Presentations

- Compile program data and prepare narrative and graphic monthly reports for the City describing performance in attaining goals. Monthly reports will also include a comparison of Consultant performance on a month-to-month basis. As data is collected, such comparison will be on a current to previous month basis and on a cumulative project basis.
 - Prepare and present utilization and compliance reports for presentation to the City Commission and CRA Board of Directors, as needed.
 - Attend quarterly meetings with the City Manager and staff and present a quarterly utilization and compliance report.
 - Keep the City apprised current legal development concerning Community Benefit Plan programs and ensures that the CBP is responsive to and in compliance with applicable laws.
- **All firms that are submitting a response to this RFP, either through Joint Venture, a Joint Collaborative Proposal, etc., must submit a single response proposal. If the Proposal/Response is from more than one (1) firm, firms responding must meet all requirements as detailed in the RFP.**

All proposals must be submitted in accordance with the Request for Proposals (RFP) 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 off –season with an increase in population to approximately 50,000 during season. The City’s fiscal year begins October 1st and ends September 30th.

CONTRACT TERMS

The term of the Agreement is for twelve (12) months with the option to renew for an additional two (2), yearly renewals. The submittal responses shall be valid until such time as City Commission awards a contract as a result of this RFP.

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.

SUBMISSION OF PROPOSAL

I. DEFINITIONS

- **Award** means the acceptance of a bid, offer or proposal by the proper authorized designee. The City Commission must approve all awards over the authority of the City Manager, with the exception of emergency purchases.
- **City** means 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 Consultant regarding services provided pursuant to this RFP 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/Consultant.

- **Consultant** 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 Consultant's representative authorized to make and execute decisions on behalf of the Consultant.
 - **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.
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INSTRUCTIONS 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.

Section below, Submission of Proposals, outlines the format to be followed for responses to this RFP.

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 five (5) verifiable references 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.

- Name of firm-company for which work was provided.
- Name of Reference (Project Manager) charged with managing said project. References 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 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.

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

The outline for items # 1 through # 11 below must be followed.

The purpose of the proposal 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 11, must be included. Items 1-11 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

- a) Firm must demonstrate a proven track record, to include documented experience, of providing the scope of work as outlined in this RFP. Briefly describe your organization's work over the past two years involving compliance monitoring. Describe and provide documentation on your experience and expertise in the following areas:

Compliance and Monitoring Services

- Experience with compliance and performance monitoring, list any specific experience with compliance and performance monitoring related to contracts and job placement
- Development and implement ongoing monitoring mechanisms to assess Consultants and Sub-Consultants in goals attainment; and develop, review, and maintain relevant contract compliance documentation for project reporting purposes.
- Receive and audit payroll records and related documentation.
- Conducting on-site visits to confirm reporting and work plans.
- Audit and inspect the Consultants' and Sub-Consultants' records, when necessary, to verify the RPP, SBE, and Apprenticeship/On-the-job Trainee participation.
- Review monthly reports and payment verification, where applicable, to determine compliance, verify that the work committed to the CBP is actually performed and comment deficiencies and/or irregularities, which may necessitate future action by the City.
- Review of invoice submitted by Consultants/consultants and ensure all documentation has been received and work complete.

Forms and Guidelines

- Development of guidelines and reporting forms/mechanisms
- Development forms and reports for use by Consultants, Consultants, and developers. Ability to provide those forms in an electronic reporting format.

Reporting and Presentations

- Compilation of program data and preparation of narrative and graphic monthly reports describing performance in attaining goals. Provided
 - Preparation and presentation of utilization and compliance reports.
 - Attend staff meetings, as needed.
- a. Provide a list of the **contracts your firm has obtained** within the past two (2) years, for compliance and monitoring services, including the type of services provided and the locations. Provide a list of the contracts for said services your firm has lost in the past two (2) years and state the reason for the loss and the location.
- b. **Submit any additional information that would assist the City in the evaluation of your proposal.**

6. **Program Design/Approach to the Project**

Please describe the project plan for the proposed initiative. The Approach to the project should include, **but not be limited**, to the following. Please describe:

Compliance and Monitoring services

- Your plan to effectively monitor the service providers, Consultant, consultants, etc.
- The process for determining whether the services provided as shown through the review of documents/records meet the program requirements. Include positions of staff involved in this process.
- The process to conduct on-site visits to confirm reporting and work plans. Include positions of staff involved in this process.
- What monitoring mechanisms you will use to assess Consultants and Sub-Consultants in goals attainment; and develop, review, and maintain relevant contract compliance documentation for project reporting purposes.
- How you will audit and inspect the Consultants' and Sub-Consultants' records, when necessary, to verify local participation and Apprenticeship/On-the-job Trainee participation.
- What process will you use to review monthly reports and payment verification, where applicable, to determine compliance, verify that the work committed to the CBP is actually performed and comment deficiencies and/or irregularities, which may necessitate future action by the City.

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- What document will be required from vendors/Consultants to review of invoice submitted by Consultants/Sub-Consultants and ensure all documentation has been received and work complete.

Forms and Guidelines

- What is your timeframe to develop and reporting forms/mechanisms for the HOP and CBP?

Reporting and Presentations

- Provide, if available, a sample compilation report of program data with narrative and graphic for a similar project, which you would use as a model for this project.
- Advise your availability to attend meetings at the request of the City

Identify by name the agencies and staff members responsible for this program, briefly describing their experience and qualifications, as well as their roles and responsibilities. Identify the staff who will manage the project.

7. 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.

Each firm responding to this RFP must provide five (5) verifiable references 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 in the field of public food service establishments.
- 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 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.

8. 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.

9. Cost Proposal

The proposed costs will be evaluated by dividing the lowest cost submitted by the total cost for the Cost Proposal being evaluated. The result will be multiplied by the maximum cost points to arrive as a cost score of less than the full score for cost. Please see Cost Sheet below which must be utilized for the submission of your firm's Cost.

- Example: Lowest Cost Proposed gets Total Points = 10 points
- Lowest Cost submitted is \$100,000 and the Proposer's Proposed Cost being evaluated is \$150,000 = So $\$100,000 / \$150,000 = .70$
- $.70 * \text{total \# of points for cost criteria which is } 10 = .70 * 10 = 7$ which would be the total # of points this Proposer's cost would receive.

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

11. 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.

NUMBER	CRITERIA LISTED	POTENTIAL POINTS
1.	Firm's Qualifications and Experience	30
2.	Past Performance (References)	10
3.	Financial Resources	10
4.	Program Design/Approach to the Project	30
5.	Cost Proposal	10
6.	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 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.

COST PROPOSAL:

Firm's must provide the price for services in this format.

Total Cost for all services stipulated in this RFP \$ _____.

I, _____,
Name of authorized Officer per Sunbiz Title

of _____
Name of Firm as it appears on Sunbiz

hereby attest that I have the authority to sign this notarized certification and certify that the above referenced information is true, complete and correct.

Signature Print Name

SUBMITTAL DUE DATE:

Reponses are due: January 12, 2015 by no later than 11:00 am.

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: RFP # FY 2014-2015-005
HALLANDALE OPPORTUNITY PROJECT
COMPLIANCE AND MONITORING SERVICES

NON-MANDATORY PRE-PROPOSAL CONFERENCE:

Non-Mandatory Pre-Proposal Conference is being held **December 16, 2014, 11 am**; 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 **December 18, 2014 by no later than 11:00 A.M.**

BUDGET/FUNDING AVAILABLE FOR THIS PROJECT:

The City's funding available for this project is \$35,000.

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	DECEMBER 10, 2014
RFP DOCUMENT RELEASED	DECEMBER 10, 2014
NON-MANDATORY PRE-PROPOSAL CONFERENCE	DECEMBER 16, 2014 11 AM COMMISSION CHAMBERS
QUESTIONS	ALL QUESTIONS MUST BE EMAILED BY NO LATER THAN DECEMBER 18, 2014 BY NO LATER THAN 11 AM
RFP DEADLINE FOR RECEIPT OF PROPOSALS	<u>JANUARY 12, 2015</u> <u>BY NO LATER THAN 11 AM</u>
EVALUATION OF PROPOSAL/SELECTION OF FIRMS	JANUARY 16 THROUGH FEBRUARY 27, 2015
ORAL INTERVIEWS – (IF REQUIRED)	JANUARY 16 THROUGH FEBRUARY 27, 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 Consultant 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 for the project.

Consultant 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 Consultant is not intended to and shall not in any manner limit or qualify the liabilities or obligations *assumed* by Consultant under any resulting contract.

Commercial General Liability. Consultant agrees to maintain Commercial General Liability at a limit of liability not less than **\$1,000,000** Each Occurrence **\$2,000,000** Annual Aggregate. Consultant agrees it's coverage will not contain any restrictive endorsement(s) excluding or limiting Product/Completed Operations, Independent Consultant, 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. Consultant 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.

Consultant's Pollution Legal Liability. Consultant agrees to maintain Consultant's Pollution Legal Liability at a limit of liability not less than \$1,000,000 Each Occurrence \$2,000,000 Annual Aggregate. The CONSULTANT 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 Consultant agrees the Self-Insured-Retention shall not exceed \$25,000. This coverage may be provided on a Per-Project Basis.

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

Worker's Compensation & Employer's Liability. The Consultant 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. Consultant 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 Consultant 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 Consultant agrees any Self-Insured-Retention or deductible shall not exceed \$25,000.

Additional Insured Endorsements. The Consultant 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 Consultants, or similar endorsement providing equal or broader Additional Insured coverage. If a CG2010 07 04 Additional Insured - Owners, Lessees, or Consultants - 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 Consultants - Completed Operations shall be required to provide back coverage for the Consultant'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, Consultant 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. Consultant 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 Consultant agrees, when requested by City, to maintain a Commercial Surety Bond in an amount equal to said deductible amount.

Waiver of Subrogation. Consultant agrees by entering into this written Contract to a Waiver of Subrogation in favor of the City, Consultant, sub-Consultant, 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. Consultant 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 Consultant 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 Consultant against any loss exposures, whether as a result of the Project or otherwise.

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

The Consultant 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 Consultants – 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 Consultants – Scheduled Person or Organization and GC2037 10 01 Additional Insured – Owners, Lessees, or

Consultants – 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.
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.