



Request for Qualifications: Building Permit Review and Inspection Services

The City of Parkville, Missouri (“City”) is pleased to issue this Request for Qualifications (“RFQ”) for Building Permit Review and Inspection On-Call Services.

1. INTRODUCTION

The City of Parkville is a fourth-class city occupying a total of 15.41 square miles located in the southern portion of Platte County, Missouri along the Missouri River. The population of Parkville was estimated to be 6,296 in 2015 and has been experiencing considerable growth over the previous years. Parkville is home to Park University, Parkville Commons, English Landing Park, the National Golf Club, Riss Lake, and the historic downtown Main Street area.

The City of Parkville has approximately 40 permanent employees, with 5 employees in the Community Development Department. Services are supplemented by various contracted, seasonal, and intern employees. The City offers a full range of municipal services including administration, public works, community development, police, and municipal court. Community Development Department is responsible for planning and zoning, building safety, code enforcement, floodplain management, and utility locates. On average, the Building and Safety Division processes 50 permits/year for single-family homes, 2 permits/year for townhomes, 1 permit/year for commercial development, and 120 permits/year for other areas (e.g., mechanical, electrical, plumbing). In 2016, the Community Development Department issued 214 permits (\$66 million valuation), and improved the City’s Insurance Services Office (ISO) Building Code Effectiveness Grading Classification rating to 4 for residential properties and 3 for commercial and industrial properties; higher than Platte County, State of Missouri, and national averages. Additional information for the City of Parkville can be found via our website at www.parkvillemo.gov.

The City of Parkville intends to enter into on-call professional services agreements with professional building permit review and inspection firms to provide services for technical work including, but not limited to — the review of building permits and plans for new construction, tenant finishes, demolition, alarm, electrical, mechanical, plumbing, and other (e.g., additions, alterations, remodels, repairs, roofing); and the inspection of buildings and building construction for conformity to municipal and national building codes, city ordinances and other regulations. These professional services require interpreting residential, commercial and industrial building codes, issuing permits and certificates of occupancy approvals, issuing floodplain development permits, reviewing and updating ordinances, assessing compliance of buildings & structures with the City’s Property Maintenance Code, and more.

It is the City’s intent to engage in building permit review and inspection services from qualified firms or individuals through an evaluation and comparison of past performance, project team resumes, appropriate references, prior experience in other municipalities and counties and expertise, as well as the criteria that will be used in evaluating the qualifications of firms and individuals submitting proposals. Both building permit review and inspection firms are invited to submit qualifications. In order to be considered, qualifications must address each of the concerns requested in this document.

The City may contract with one or more firms or individuals in order to adequately satisfy our needs for building permit review and inspection services. Accessibility to and a timely response from these firms is essential to the position. Duties may be shared among other individuals within the firm as needed to meet the City's objectives. The level of involvement of the firm(s) will be defined by the Community Development Director, Mayor and/or Board of Aldermen, and requirements of active and proposed projects within the City.

2. SCOPE AND CATEGORIES OF PROFESSIONAL SERVICES

Note: The final Scope of Services is subject to change following the selection process and negotiations with the selected firm(s) or individual(s). Therefore, the City reserves the right to make revisions.

A. *Building Permit Review and Inspection*

Services in this category may include review and approval of building plans; conducting commercial and residential inspections to determine compliance with municipal and national codes and identify defects in structural, electrical, mechanical and plumbing systems and fixtures, fire prevention, environmental systems, and general appearance; review and approve building plans, inspect structures for plans/specifications/code compliance; issuing permits; and performing final inspections of completed structures. Phases of work may also include formulating/recommending code revisions; evaluating plans and specifications for new construction or repair/alterations of existing structures.

B. *Code Enforcement*

Services in this category may include inspecting properties throughout the City for zoning, subdivision, and property maintenance code violations; inspecting streets and highways within City limits for temporary sign violations; documenting violations and removing signs when appropriate; inspecting/documenting properties reported or found to be in violation; notifying property owners and relevant parties of violation, required mitigation, deadlines, and consequences; re-inspecting and documenting violations to determine compliance; preparing subsequent notices, orders, probable cause statements, evidence, and summaries to enforce code; and responding to code violation questions and complaints.

3. PROPOSAL AND EVALUATION CRITERIA

A. *Instructions to Applicants:*

1. The response to this RFQ should be delivered as follows: Four (4) hard copies plus one (1) electronic PDF file version (on a CD or flash drive) shall be submitted to the address below in a sealed package clearly marked to the attention of Stephen Lachky and must be received at the address below **by 12:00 PM (noon) Central Time on Friday, September 22, 2017**

Stephen Lachky, AICP, CFM
Community Development Director
City of Parkville
8880 Clark Ave.
Parkville, MO 64152
slachky@parkvillemo.gov

2. Any proposals received after the specified date and time will be rejected and returned unopened. Proposals may not be modified or withdrawn after the submittal deadline.

However, a respondent may withdraw one's proposal from the selection process at any time prior to the submittal deadline. The City reserves the right to extend the time for submittals.

3. Additional promotional materials/brochures may be included in addition to the proposal but may not substitute for any of the content requirements of the proposal itself. This additional material need not be submitted in an electronic format.
4. Communication (other than through the process described herein) with the City, the selection committee, or the general public relative to this RFQ prior to the announcement of a selection is strictly prohibited.
5. The City reserves the right to request a change in any proposed sub-consultants, if applicable.
6. The City reserves the right to waive any irregularities and/or reject any and all submittals. The City is under no obligation to award a contract to any firm or individual attorney submitting a proposal.
7. The City shall not be responsible for any costs incurred in the preparation, submittal, and presentation of proposals.
8. All materials submitted shall become the property of the City and shall be subject to the laws and regulations relating to the disclosure of public information. No guarantee of privacy or confidentiality is offered or implied.

B. Proposal Requirements and Evaluation Criteria

The following are the contents that all proposals must include. The following categories and criteria will be major considerations in the evaluation and determination of the most qualified and capable individual and/or firm. Note: The sequence of the listing is not intended to reflect relative weight of each category:

1. **Interest and Relevant Experience:** A statement of interest for the scope of services (not to exceed two pages) including a narrative describing the respondent's capabilities, relevant experience, and interest in the scope of work. Interest and relative experience can be recorded on the attached form.
2. **Availability:** A statement on the availability and commitment of the respondent to undertake the scope of services.
3. **Background and Training:** Proposal shall include resumes for personnel who may perform services, including the lead contact who will act as the responsible person performing engineering or architectural services. Resumes should list all relevant educational background/training, professional registration and licensing for the State of Missouri, and experience.
4. **References:** The name, address and telephone number of at least three client references (preferably municipal clients) who can attest to the respondent's ability to perform the services. Proposal shall include a description of the relationship between each reference and the respondent.

5. **Disclosure:** Proposal will disclose any professional or personal financial interest which could be a possible conflict of interest in contracting with the City.
6. **Fee:** Proposal shall include billing rates for key personnel based on the fiscal year 2017 and any fee escalators for subsequent contract years. The fee proposal shall, if applicable, itemize the methodology for billing reimbursable expenses such as mileage, production of documents, etc. The city seeks a fee schedule to include in the on-call professional services agreement to ensure predictability of costs.
7. **Adherence to Contract:** The City’s standard Professional Services Agreement is included as Attachment 1. Respondent shall thoroughly review the agreement and state an ability to comply with its terms and/or state any terms for which it will request re-negotiation.

4. PROPOSED PROCESS AND TIMELINE (TENTATIVE)

The following schedule will be utilized during the selection process.

<u>CRITICAL DATES</u>	<u>DESCRIPTION</u>
August 22, 2017	Release RFQ packet
September 22, 2017 at 12:00 p.m. (Noon)	RFQ Deadline
Week of October 1, 2017	Selection Committee Meets
Week of October 8, 2017	Staff Finalizes On-Call Agreements
October 23, 2017	On-Call Agreements presented to Finance Committee
Tuesday, November 7, 2017	Agreements presented at Board of Aldermen Meeting

By submitting a proposal in response to this RFQ, the respondent expresses its intent to comply with the established timeline. In addition, the respondent accepts the evaluation process and methodology, as well as acknowledges and accepts that the determination of “the most qualified and capable” firm(s) or individuals will require subjective judgments by the selection committee and the City. Thank you in advance for your interest in the City of Parkville.

ATTACHMENTS

1. Draft Professional Services Agreement
2. Qualification Data Form

END OF REQUEST FOR QUALIFICATIONS

BUILDING PERMIT REVIEW AND INSPECTION PROFESSIONAL SERVICES AGREEMENT

THIS SERVICE AGREEMENT, entered into on this ____ day of _____, 2017 by and between the CITY OF PARKVILLE, MISSOURI (“City”) and _____ (“Service Provider”).

WHEREAS, the City requires Building Permit Review and Inspection Services (“Project”); and

WHEREAS, Service Provider was chosen through a qualifications-based selection process and has demonstrated the necessary expertise, experience, and personnel to complete the Project.

NOW THEREFORE, IN CONSIDERATION of the mutual covenants and agreements set forth herein, the parties mutually agree as follows:

I. SCOPE OF SERVICES

- A. The term “Services” when used in this Agreement shall mean any and all building permit review, inspection and code enforcement services provided by the Service Provider in accordance with this Agreement.
- B. The City agrees to retain Service Provider and Service Provider agrees to perform and complete the Services described in the Exhibit A – Scope of Services and Fees, attached hereto and incorporated by reference.
- C. The City reserves the right to direct revision of the Services at the City’s discretion. Service Provider shall advise the City of additional costs and time delays, if any, in performing the revision, before Service Provider performs the revised services.
- D. Service Provider shall provide Additional Services under this Agreement only upon written request of the City and only to the extent defined and required by the City. Any additional services or materials provided by the Service Provider without the City’s prior written consent shall be at the Service Provider’s own risk, cost, and expense, and Service Provider shall not make a claim for compensation from the City for such work.

II. STANDARD OF CARE

- A. Service Provider shall exercise the same degree of care, skill, and diligence in the performance of all Services to the City that is ordinarily possessed and exercised by reasonable, prudent, and experienced professionals under similar circumstances.
- B. Service Provider represents it has all necessary licenses, permits, knowledge, and certifications required to perform the Services described herein.

III. COMPENSATION

- A. As consideration for providing the Services, the City shall pay Service Provider as follows:
 - a. Services will be billed in incremental amounts upon completion of specified tasks outlined in Exhibit A.
 - b. Service Provider is not eligible for reimbursement for miscellaneous expenses including travel, transportation, postage, etc. except as provided in Exhibit A.
- B. Service Provider shall submit an itemized invoice to the City on the first day of each month that details the Services that were provided in the month immediately prior, as well as any other charges or reimbursements to which the Service Provider is entitled by this Agreement. The City agrees to pay the balance of an approved invoice, or undisputed portions of a disputed invoice, within 30 days of the date of receipt by the City. In the event

of a dispute, and prior to the invoice's due date, City shall pay the undisputed portion of the invoice and notify Service Provider of the nature of the dispute regarding the balance.

- C. Service Provider shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Agreement and such other records as may be deemed necessary by the City to assure proper accounting for all funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Agreement unless permission to destroy them is granted by the City.

IV. SCHEDULE

- A. Unless otherwise directed by the City, Service Provider shall commence performance of the Services upon execution of this Agreement.
- B. Services shall be completed within the timeframe(s) outlined in Exhibit A – Scope of Services and Fees.
- C. Neither the City nor the Service Provider shall be in default of the Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party.
- D. If Service Provider's performance is delayed due to delays caused by the City, Service Provider shall have no claim against the City for damages or payment adjustment other than an extension of time to perform the Services.

V. LIABILITY AND INDEMNIFICATION

- A. Service Provider shall indemnify, defend and hold harmless the City and its departments, elected officials, officers, employees and agents, from and against all liability, suits, actions, proceedings, judgments, claims, losses, damages, and injuries (including attorneys' fees and other expenses of litigation, arbitration, mediation or appeal), which in whole or in part arise out of or have been connected with Service Providers' negligence, error, omission, recklessness, or wrongful or criminal conduct in the performance of Services, including performance by Service Provider's employees and agents; or arising from any claim for libel, slander, defamation, copyright infringement, invasion of privacy, piracy and/or plagiarism related to any materials related to materials Service Provider creates or supplies to the City, except to the extent that such claims arise from materials created or supplied by the City.
- B. Service Provider's obligation to indemnify and hold harmless shall remain in effect and shall be binding on Service Provider whether such injury shall accrue, or may be discovered, before or after termination of this Agreement.

VI. INSURANCE

The Service Provider shall secure and maintain, at its expense, through the duration of this Agreement the insurance described on Exhibit B.

VII. ASSIGNMENT OF AND RESPONSIBILITY FOR PERSONNEL

- A. Service Provider's assignment of personnel to perform the Services shall be subject to the City's oversight and general guidance. The City reserves the right to request qualifications and/or reject service from any and all employees of the Service Provider.
- B. While upon City premises, the Service Provider's employees and agents shall be subject to the City's rules and regulations respecting its property and the conduct of employees thereon.

VIII. OWNERSHIP OF WORK PRODUCT

Service Provider agrees that any documents, materials and work products produced in whole or in part through it under this Agreement, any intellectual property rights of Service Provider therein (collectively the "Works") are intended to be owned by the City. Accordingly, Service Provider hereby assigns to the City all of its right title and interest in and to such Works.

IX. RELATIONSHIP OF THE PARTIES

- A. Service Provider represents that it has, or will secure at Service Provider's own expense, all personnel required in performing the Services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.
- B. All of the Services required hereunder will be performed by the Service Provider or under Service Provider's supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- C. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

X. NOTICES

- A. All notices required by this Agreement shall be in writing, and unless otherwise directed by this Agreement, shall be sent to the addresses as set forth in this Section:
- B. Notices sent by Service Provider shall be sent to:
 - City of Parkville
 - Attn: Community Development Director
 - 8880 Clark Ave.
 - Parkville, MO 64152
 - slachky@parkvillemo.gov

XI. TERM AND TERMINATION

- A. The effective date of this Agreement shall be the date of execution, when the Agreement is signed by both parties.
- B. The term of this Agreement shall be until the contracted duration has expired or has been terminated/no longer deemed necessary.
- C. Notwithstanding Article XI, Paragraph B, the City reserves the right and may elect to terminate this Agreement at any time, with or without cause, by giving at least ten (10) days written notice to the Service Provider. The City shall compensate Service Provider for the Services that have been completed to the City's satisfaction as of the date of termination at the rates set forth on Exhibit A, or if the appropriate compensation of services performed through the date of termination is not set forth on Exhibit A, on a pro-rata basis determined by the percentage of completion of services as described on Exhibit A. Service Provider shall perform no activities other than reasonable wrap-up activities after receipt of notice of termination.

XII. RESOLUTION OF DISPUTES

- A. City and Service Provider agree that disputes relative to the services and the Project shall first be addressed by negotiations between the parties. Such negotiations shall take place

within thirty (30) days of demand by the party seeking resolution of the dispute. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute Service Provider shall proceed with the services as per this Agreement as if no dispute existed.

- B. In order to preserve its rights to dispute a matter hereunder, the complaining party must submit a written notice to the other party setting forth the basis for its complaint within twenty (20) calendar days following receipt of the decision of the City Administrator as to such matter or other action on which the dispute is based.
- C. Arbitration of disputes.
 - i. Claims, except those waived as provided for elsewhere in this Agreement, which have not been resolved by the procedures described above, shall be decided by arbitration which, unless the parties mutually agree otherwise, in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect at the time of the arbitration. The demand for arbitration shall be filed in writing with the other party to the Agreement and with the American Arbitration Association.
 - ii. A demand for arbitration may be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations.
 - iii. An arbitration pursuant to this Section may be joined with an arbitration involving common issues of law or fact between the City or Service Provider and any person or entity with whom the City or Service Provider has a contractual obligation to arbitrate disputes which does not prohibit consolidation or joinder. No other arbitration arising out of or relating to the Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to the Agreement or not a party to an agreement with the City, except by written consent containing a specific reference to the Agreement signed by the City and Service Provider and any other person or entities sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to the Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.
 - iv. Claims and Timely Assertion of Claims. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.
 - v. Judgment on Final Award. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

XIII. MISCELLANEOUS PROVISIONS

- A. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Missouri.

- B. Assignability. Service Provider shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or invitation), without the prior written consent of the City thereto. Provided, however, that the claims for money by Service Provider from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.
- C. Media Announcements. Service Provider shall not be authorized to make statements to the media or otherwise on behalf of the City without express direction and consent of the City
- D. Compliance with Local Laws. Service provider shall comply with all applicable laws, ordinances, and codes of the State and local governments, and shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
- E. Equal Employment Opportunity. During the performance of this Agreement, Service Provider agrees as follows:
- i. Service Provider will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. Service Provider will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, religion, or sex. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
 - ii. Service Provider will, in all solicitation or advertisements for employees placed by or on behalf of Service Provider, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.
 - iii. Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- F. Authorized Employees. Service Provider acknowledges that Section 285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Service Provider therefore covenants that it will not knowingly be in violation of subsection 1 of Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform Services related to this Agreement, and that its employees can lawfully to work in the United States.
- G. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of this Agreement, shall have any personal financial interest, direct or indirect, in this Agreement, and Service Provider shall take appropriate steps to assure compliance.
- H. Interest of Service Provider and Employees. Service Provider covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the scope of work associated with this Agreement or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. Service Provider

further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

- I. Entire Agreement. This Agreement represents the entire Agreement and understanding between the parties, and this Agreement supersedes any prior negotiations, proposals, or agreements. Unless otherwise provided in this Agreement, any amendment to this Agreement shall be in writing and shall be signed by the City and Service Provider, and attached hereto.
- J. Severability. If any part, term or provision of this Agreement, or any attachments or amendments hereto, is declared invalid, void, or enforceable, all remaining parts, terms, and provisions shall remain in full force and effect.
- K. Waiver. The failure of either party to require performance of this Agreement shall not affect such party's right to enforce the same. A waiver by either party of any provision of breach of this Agreement shall be in writing. A written waiver shall not affect the waiving party's rights with respect to any other provision or breach.
- L. Third Parties. The Services to be performed by the Service Provider are intended solely for the benefit for the City. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any person or entity not a signatory to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

CITY OF PARKVILLE, MISSOURI

By: _____

Nanette K. Johnston, Mayor

ATTEST:

Melissa McChesney, City Clerk

EXHIBIT A

SCOPE OF WORK AND FEES

BUILDING PERMIT AND REVIEW INSPECTION SERVICES

Services in this category may include review and approval of building plans; conducting commercial and residential inspections to determine compliance with municipal and national codes and identify defects in structural, electrical, mechanical and plumbing systems and fixtures, fire prevention, environmental systems, and general appearance; review and approve building plans, inspect structures for plans/specifications/code compliance; issuing permits; and performing final inspections of completed structures. Phases of work may also include formulating/recommending code revisions; evaluating plans and specifications for new construction or repair/alterations of existing structures.

CODE ENFORCEMENT

Services in this category may include inspecting properties throughout the City for zoning, subdivision, and property maintenance code violations; inspecting streets and highways within City limits for temporary sign violations; documenting violations and removing signs when appropriate; inspecting/documenting properties reported or found to be in violation; notifying property owners and relevant parties of violation, required mitigation, deadlines, and consequences; re-inspecting and documenting violations to determine compliance; preparing subsequent notices, orders, probable cause statements, evidence, and summaries to enforce code; and responding to code violation questions and complaints.

EXHIBIT B

INSURANCE REQUIREMENTS

1. The Service Provider shall secure and maintain through the duration of this Agreement insurance (on an occurrence basis unless stated below) of such types and in such amounts stated below, but in no case less than as may be necessary to protect the Service Provider and the City and agents of the City against all hazards or risks of loss as hereinafter specified. The City will only accept coverage from an insurance carrier who offers proof that it:
 - a. Is authorized to do business in the State of Missouri;
 - b. Carries a Best's policy holder rating of A-VIII or better and at least a Class X financial rating.
 - c. Is a company mutually agreed upon by the City and the Service Provider.
2. The form of such insurance, together with the underwriter thereof in each case, shall be approved by the City, but regardless of such approval it shall be the responsibility of the Service Provider to maintain adequate insurance coverage at all times. City reserves the right to review certified copies of any and all insurance policies to which this Agreement is applicable. Failure of the Service Provider to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation, including but not limited to, the indemnification obligation.
3. The cost of defense of claims shall not erode the limits of coverage furnished. (This does not apply to Professional Liability, see Article 13).
4. If Service Provider should retain consultants to perform any of its services, Service Provider shall see to it that such third party maintains such insurance and shall furnish evidence thereof to City.
5. The insurance policies shall require that City shall be given at least thirty (30) days written notice from the insurer(s) before cancellation (except for non-payment of premium, for which at least ten (10) days advance notice shall be given to City) of such insurance and shall contain an endorsement stating the insurers agreement to provide such notice, using CNA form G-140327-B (Ed. 07/11), Travelers Form IL T4 00 (12/09) or other equivalent carrier forms, such as Acord forms. A copy of the Notice of Cancellation Endorsement must be furnished to the City prior to commencement of Work. The Contractor shall notify the City of any reduction in limits of protection under any policy listed in the Certificate in excess of \$10,000.00 at least ten (10) days prior to such change, whether or not such impairment came about as a result of the Contract. If the City determines the Contractor's aggregate limits of protection has been impaired or reduced to such an extent that the City shall determine such limits inadequate for the balance of the project, the Contractor shall, upon notice from the City, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City. Cancellation, non-renewal or material modification of coverage of any such insurance shall be the basis for the City's exercising its right to terminate the Contract.
6. Satisfactory certificates of insurance, written on a standard AIA Document G705 or ACORD form 25-S, Accord Form 27, as applicable, shall be filed with the City prior to commencement of work. The Certificate shall specify the date when such insurance expires. A renewal certificate shall be furnished to City prior to the expiration date of any coverage. Service Provider shall keep all insurance in force throughout performance of the Services and for three (3) years after the Project Completion Date, so long a policy is reasonably available

7. Severability of Interest. All insurance carried shall be endorsed to provide that, inasmuch as this policy is written to cover more than one insured, all terms, conditions, insuring agreements and endorsements, with the exception of limits of liability, shall operate in the same manner as if there were a separate policy covering each insured.
8. Service Provider shall include the Indemnitees as identified in the Agreement as additional insureds on the Commercial General Liability Insurance and the Commercial Automobile Liability Insurance policies described in Section 9. Indemnitees shall be included as additional insureds under Service Provider's furnished insurance (except Workers' Compensation Insurance and Professional Liability Insurance), for ongoing and completed operations. General Liability shall provide the additional insured status by using ISO Additional Insured Endorsement (CG 20 10), edition date 11/85, or an equivalent (e.g., CG 20 10, edition date 10/93, plus CG 20 37, edition date 04/13 or other carrier form per Article 5). Said insurance shall be written on an OCCURRENCE basis, and shall be PRIMARY and NON-CONTRIBUTING and shall not be deemed to limit Service Provider's liability under this Agreement.
9. Service Provider agrees to procure and carry, at its sole cost, until completion of this Agreement all insurance, with identical limits of liability and scope of coverages, as set forth below:
 - 10.1 Commercial Automobile Liability Insurance. Service Provider shall maintain commercial automobile insurance, including contractual liabilities insuring the Indemnities set forth in the Agreement, subject to standard ISO CA0001 coverage terms and conditions, covering all owned, non-owned and hired automobiles used in connection with the services or other work hereunder and shall have minimum bodily injury and property damage limits of One Million Dollars \$1,000,000.00 combined single limit each accident. An MCS-90 endorsement shall be procured when applicable.
 - 10.2 Workers' Compensation and Employer's Liability Insurance. Service Provider shall maintain Worker's Compensation Insurance to cover the statutory limits of the Workers' Compensation laws of the state in which any work is to be performed and when applicable to Federal Laws, Voluntary Compensation and Employer's Liability (including occupational disease) coverage with limits not less than One Million Dollars \$1,000,000.00 per occurrence. The Service Provider shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a worker's compensation law. This policy shall include "all states" coverage.
 - 10.3 Commercial General Liability Insurance. Service Provider shall obtain and maintain Commercial General Liability Insurance, on an occurrence form for the hazards of (i) construction operation, (ii) subcontractors (iii) independent contractors, (iv) products and completed operations (with completed operations to remain in force for as long as Service Provider or those included as Additional Insureds bear exposure under all applicable statutes of limitation following project completion), (v) explosion, collapse and underground, (vi) pollution liability, and (vii) contractual liability insuring the indemnities set forth in the Agreement subject to standard ISO CG0001 coverage terms and conditions. Each Project shall have minimum limits of Two Million Dollars

\$2,000,000.00 per occurrence and Two Million Dollars \$2,000,000.00 products/completed operations aggregate coverage.

- 10.4 Excess Liability. Service Provider shall maintain Excess Liability coverage on an umbrella form with minimum limits of One Million Dollars \$1,000,000.00 per occurrence and Two Million Dollars \$2,000,000.00 aggregate.
11. Waiver of Subrogation. All insurance policies supplied shall include a waiver of any right of subrogation of the insurers thereunder against City and all its assigns, affiliates, employees, insurers and underwriters.
12. No Limitation of Liability. The required coverages referred to and set forth herein shall in no way affect, nor are they intended as a limitation on, Service Provider's liability with respect to its performance of this Agreement.
13. Professional Liability coverage. The Service Provider shall procure and maintain Professional Liability Insurance in an aggregate amount of not less than Two Million Dollars (\$2,000,000.00), with a deductible of not more than One Hundred Thousand Dollars (\$100,000.00). Such insurance shall be issued by companies reasonably acceptable to City, and shall not be canceled, without thirty (30) days' prior written notice to the City, except for non-payment of premium, (for which at least ten (10) days advance notice shall be given to City. If any professional liability is canceled or not renewed, any substitute policy shall have a commencement date retroactive to the date upon which the Service Provider commences performance of the Services under this Agreement.
14. Service Provider shall not be permitted to commence any work on site until satisfactory copies of the Certificates evidencing insurance; Notice of Cancellation Endorsement; and Additional Insured Endorsement, have all been received and approved by City. Delay in commencement due to failure to provide such documentation shall constitute an unexcused delay.



Qualification Data Form

Name of Firm or Individual: _____

Address: _____

Firm Point of Contact: _____

Telephone: _____ Email: _____

Specify the Number of Employees:

Building Permit Review	
Inspections	
Code Enforcement	

*Attach Additional Personnel List with Specialties

Services in which are being applied for and Degree of Experience (1-5):

5 = Specialty, 4 = Extensive Experience, 3 = Average Experience, 2 = Some Experience, 1 = Unqualified

<u>Service</u>	<u>Applying (Y or N)</u>	<u>Degree of Experience or N/A</u>
Building Permit Review		
Inspections		
Code Enforcement		

If the firm is applying for a certain service, not limited to just one, please feel free to elaborate on your level of experience and attach to your proposal.

Signature: _____ Date Prepared: _____