

**CONTINUING ENGINEERING SERVICES CITY OF
PANAMA CITY BEACH
NOTICE OF REQUEST FOR QUALIFICATIONS**

The City of Panama City Beach (the City), under the provisions of Section 287.055, Florida Statutes (the Consultant's Competitive Negotiation Act), hereby gives notice that a Request for Statements of Qualifications for professional services is invited from qualified engineering firms or teams to provide continuing engineering services related to the City's stormwater systems and facilities on an as-needed basis. Statements of Qualification (SOQ) will be received by the Public Works Department, located at 116 South Arnold Road, Panama City Beach, FL 32413 until 2:30 PM (CST) on December 15, 2016. Submittals will be publicly opened and receipt acknowledged immediately thereafter in the conference room 206 in the Public Works Service Building. The qualifications and other information should be submitted in strict compliance with the directives provided in the RFQ. City is under no obligation either express or implied, to reimburse responding firms for any expenses associated with preparation and submittal of the Statement of Qualifications in response to this request.

Statements of Qualification (SOQ) shall be submitted in a sealed envelope or box, plainly marked with respondent's name, address, date, time of SOQ deadline.

Discipline Area:

RFQ - Stormwater Engineering Services for the overall City stormwater masterplan modeling and updates, FEMA floodplain mapping, wetland evaluation and regulatory compliance evaluation, design of major stormwater improvements

Eight (8) copies shall be submitted.

The City envisions entering into a non-exclusive Continuing Master Services Agreement for Services with the successful Firm or Team, with specific task authorizations for each proposed project or task being negotiated and approved by the City on an as-needed basis. One (1) contract for services is planned for the RFQ. The City anticipates the Agreement will have an initial duration of four (4) years with an option to extend for not more than two (2) additional two (2) year terms. The City is under no obligation, either express or implied, to contract for design or construction of any particular project, whether named in this solicitation or not.

RFQ documents are available to the prospective Firm at the City Public Works Department, 116 South Arnold Road, Panama City Beach, FL 32413, and may be examined or obtained at this address on or after November 10, 2016, free of charge. Inquiries regarding this RFQ should be directed to Paul Casto, City Public Works Director, email pcasto@pcbqov.com.

The City reserves the right to accept or reject any and all SOQs in whole or in part, to waive informalities in the RFQ documents, to obtain new SOQs, to postpone the opening of SOQs, or if unable to negotiate a satisfactory contract to terminate all negotiations under the RFQ and proceed by whatever appropriate means it may elect. Each Statement of Qualifications shall be valid to the City for a period of ninety (90) days after opening.

The City of Panama City Beach is an Equal Opportunity Employer.

INSTRUCTIONS FOR PROSPECTIVE FIRMS

General:

It is the intention of this Request for Qualifications (RFQ) to find an experienced and qualified Firm, or Team consisting of more than one Firm providing support services to the lead Firm, capable of providing various professional engineering services related to the Panama City Beach City stormwater systems and facilities on a continuing basis during the term of the Agreements (sometimes referred to collectively as the "Systems"). Hereinafter, the term Firm may represent either a singular Firm or a Team if the respondent represents multiple Firms.

The City will negotiate a Continuing Master Services Agreement with an initial duration of four (4) years with an option to extend for not more than two (2) additional two (2) year terms with the successful Firm or Team, with specific task authorizations being negotiated and approved by the City on an as-needed basis. As required by law, the Continuing Master Service Contract shall be subject to termination by the City at any time at will and without cause, except that the terminated Firm shall either be permitted to finish any task order in progress at the time of termination or be equitably compensated for work performed for work performed prior to termination. All work shall belong to the City.

RFQ documents are on file at the Public Works Department, 116 South Arnold Road, Panama City Beach, FL 32413. They may be examined at the above address or copies will be provided to prospective Firms on or after November 10, 2016, free of charge.

SOQs shall be submitted in a sealed envelope or box, plainly marked with Firm's name, address, date, and time of SOQ opening.

The City may waive any informalities or minor defects or reject any and all Statements of Qualification. Any SOQ may be withdrawn prior to the SOQ opening. Any SOQ received after the time and date specified shall not be considered. No prospective Firm may withdraw a SOQ within 90 days after the actual date of the opening. Should there be reasons why the firm cannot be selected within the specified period and a contract cannot be awarded within the specified period the time may be extended by mutual agreement between the Owner and the prospective Firm.

DRAFT copies of the proposed Continuing Master Services Agreement is attached for respondent's information. No substantive changes are anticipated. Any objections to terms and conditions in the draft agreements shall be clearly noted in the respondents SOQ.

Addenda:

Prospective firms shall direct any questions or SOQ defectives to the Public Works Director. All questions and defectives shall be submitted at least ten (10) calendar days prior to the opening submittal date. If the City believes a response will be helpful, the City will issue a written summary of the question or suggested defect and answers as an addendum to this Request for Qualifications.

Non-Responsive Firms:

Firms found to be non-responsive shall not be considered. SOQs may be rejected if found to be in nonconformance with the requirements and instructions herein contained. A SOQ may be found to be non-responsive by reasons, including but not limited to, failure to utilize or complete prescribed forms, incomplete SOQs, indefinite or ambiguous SOQs, failure to meet deadlines and improper or undated signatures.

Other conditions which may cause rejection of SOQs include evidence of collusion among firms, obvious lack of experience or expertise to perform the required work, submission of more than one SOQ for the same work from an individual, firm or corporation under the same or a different name, failure to perform or meet financial obligations on previous contracts or employment of unauthorized aliens in violation of Section 274A (e) of the Immigration and Nationalization Act.

SOQs will also be rejected if not delivered or received on or before the date and time specified as the due date for submission.

Statement of Qualification Submittal Requirements:

Each Firm desiring consideration for the RFQ is required to submit a separate Statement of Qualifications (SOQ). The SOQ must include sufficient information to enable the City to evaluate the capability of the design team to provide the services desired in the RFQ. Discussions of past performances on other projects should be minimized except as they relate to the proposed work to which the SOQ is directed.

All submittals are to be on 8 ½" x 11" paper or, if larger documents are required, they are to be folded to 8 ½" x 11" size. SOQ shall be limited to 80 pages. Exceeding the page limit may result in disqualification.

SOQs should be stapled together or bound with comb binding. SOQs submitted in 3 ring binders will not be accepted. Submit eight (8) copies of the SOQ, along with a keyword searchable Adobe Postscript File of the same document on CD to:

Paul Casto, Public Works Director
City of Panama City Beach
116 South Arnold Road
Panama City Beach, Florida 32413

The SOQs must include the following items, tabbed and in the order listed:

1. INTRODUCTION/COVER LETTER: Respondents shall provide a letter of introduction not to exceed two (2) pages. The letter should highlight or summarize whatever information a respondent deems appropriate as a cover letter; this section shall include the name, address, telephone number, fax number and e-mail address of the designated person to whom all correspondence should be directed.
2. BUSINESS/TEAM ORGANIZATION: Provide the following information as to business operations:
 - A) Describe the business/team organization, identify who will serve as major participants and their respective roles.
 - B) Project Organization Chart – the chart shall only include personnel that will work on the projects. The Engineer in charge of the project design shall be clearly indicated along with all team members supervised by this individual.

- C) Discussion of the workload capacity of the Firm and availability of resources
 - D) List of all sub-consultants proposed along with discussion of their qualifications, experience, and specific responsibilities. The City reserves the right to approve all sub-consultants.
 - E) Change order history showing dollar amounts and time extensions over past 3 calendar years for all projects designed or engineered or administered, or any combination thereof.
 - F) List Firm member's major claim and litigation history for past five (5) years, if any.
 - G) Geographic proximity - submit documentation of the shortest driving distance in miles from the office of each Firm/Team office to the City's SOQ submittal address above. The Firm/Team office distance provided shall be that of the assigned staff performing the majority of work contemplated in the RFQ.
4. APPROACH AND UNDERSTANDING OF THE SCOPE: This should be a narrative description and any applicable illustrations to show that the firm understands all elements of the scope.
5. FORMS & LICENSING:
- A) Standard Form 330 – for the Firm and all subconsultants. The SF 330 Section E shall only include personnel that will be working on the project. Section F “Example Projects Which Best Illustrate Proposed Team’s Qualifications for This Contract” shall only include similar project(s).
 - B) Business and professional licenses for all team members including subconsultants. Additionally, provide State of Florida surveying/engineering licenses as applicable.
 - C) PUR 7068 Public Entity Crime Form.
 - D) Drug Free Workplace Form.
6. INSURANCE: Evidence of professional liability insurance and of the ability to obtain project specific aggregate, annual coverage as required by the Risk Management Requirements.
7. REFERENCES: Three unrelated projects/owners as references, including name and address of principal, name and telephone number of contact, and brief description of the project and the firm’s involvement in it.

The Engineering Firms may not change team members and subcontractors at any time after submittal opening from what was presented in their SOQ unless approved in writing by the City.

Evaluations of Qualifications:

The Statement of Qualifications submittals of Firms responding to the RFQ will be rated and ranked by the City in order of recommended selection. The first firm selected shall be the number one (1) firm recommended, the second firm the number two (2), and the third firm the number three (3).

Qualifications will be evaluated using the following criteria:

1. Familiarity and experience of the firm with providing relevant surveying/engineering design in other similar size and types of projects.
2. Qualifications and experience of the assigned personnel in other similar size and types of projects.
3. Ability to perform services on time and within budget.
4. Experience and knowledge of the physical environment of the City, and geographic proximity of office for assigned personnel to the City.
5. Ability to provide all required services and assimilate additional workloads.
6. Firm's major claim and litigation history for past five (5) years.
7. Any other information included within or developed from the firm's response. By submitting an SOQ, a firm will acknowledge that the City may conduct inquiries into the background and experience of the firm.

Selection Procedure:

1. All qualification statements will be reviewed by a review committee (the Committee) composed of five members of City staff as designated by the Public Works Director.
2. The Committee shall review each SOQ to ensure it meets the requirements of the RFQ under consideration.
3. The Committee may conduct interviews with all or certain selected Interested Firms, as the Committee deems appropriate and in the City's best interests.
4. The Committee shall then identify and develop an initial recommended ranking of at least three (3) of the responding firms, in order of preference, who are deemed to be the most highly qualified to perform the required professional services for each RFQ under consideration. The Committee will make the selections primarily on the basis of the response to this SOQ and any further information received from respondents if interviewed. Although information additional to that requested in this SOQ may be provided by respondents, any consideration of this information shall be at the discretion of Committee. The City Manager will present the Committee recommendations to the City Council. The City Council will then be requested to review the Committee's recommended ranking and make a final decision on the rankings.
5. The City will negotiate a Continuing Master Services Agreement and subsequent design task authorizations with the top ranked firm for professional services at a compensation the City determines is fair, competitive and reasonable.
6. Should the City be unable to negotiate a satisfactory contract with the first ranked firm, negotiations will be terminated with that firm and negotiations then will be initiated with the second most qualified firm. Should the City be unable to negotiate a satisfactory contract with the second most qualified firm, negotiations with that firm will be terminated and negotiations then will be initiated with the third most qualified firm *et cetera*. Should

the City be unable to negotiate a satisfactory contract with any of the selected firms, then the City may select additional firms and continue negotiations until a satisfactory contract is reached, or it may terminate all negotiations under this RFQ and proceed with the Project by whatever other appropriate means it may elect.

7. The negotiated Master Services Agreement and all subsequent design task authorizations exceeding the City Managers purchasing authority shall be presented to the City Council for final approval. Subsequent specific task authorizations will be negotiated for various work efforts which the City, in its sole discretion, may choose to pursue.
8. The terms and conditions of each task order authorized under the Master Services Agreement may be either based on a fixed price, percent of construction, or hourly rates plus expenses. The City will be the sole arbiter on which method of compensation will be used on any individual task authorization. The Engineering Firm's negotiated fee is to be for completing the scope of work detailed in authorized task order. Prior to being awarded the Master Services Agreement, the winning firm must provide proof of insurance that meets the Risk Management Requirements included with this RFQ.

SCOPE

The following specification of Scope is included for the limited purpose of giving interested firms a general concept of the City's current intentions for the Agreement and a preview of selected, but not all, terms and conditions which the City intends to include in a Continuing Master Services Agreement with the successful firm. The purpose of this solicitation is to seek SOQ's from interested and qualified firms the purpose of the following specifications is merely to give potentially interested firms a general idea of the City's plans and requirements.

General Scope:

Stormwater Engineering Services for the City stormwater master plan, including modeling and updates, FEMA floodplain mapping, wetland evaluation and regulatory compliance evaluation, and design of major stormwater improvements.

Work will consist of professional engineering planning, modeling, design of regional stormwater projects and permitting on a wide variety of general and specialized stormwater projects where at least 70% of the estimated scope is included in the thresholds listed in the Discipline Area RFQ Page 1. Incidental stormwater engineering within the overall scope of the project is also included. This work will be for services including, but not limited to – a) modeling of the stormwater master plan to determine current adequacy of the system and future needs, b) engineering services related to FEMA floodplain mapping and compliance c) evaluation of floodplain/wetland capacity and adverse effects to stormwater system of proposed projects within floodplain/wetlands d) identify deficiencies and perform modeling and design of large scale basin drainage improvements for City staff or other consultants. e) NPDES/MS4 system evaluation and permitting and/or other regulatory related stormwater compliance assistance. One (1) Master Services Agreement is anticipated. The projects shall meet the following criteria:

- a) Related to City construction projects for which construction costs do not exceed \$2,000,000, or
- b) For specific engineering projects or study activities when the fee for such professional engineering service does not exceed \$200,000, or
- c) Related to City stormwater facilities and improvements which are included in the Stormwater Departments then current Five (5) Year Capital Plan.

PUR7068 - Public Entity Crime Form

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to

_____ by _____
for _____

whose business address is

_____ and (if applicable) its Federal
Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

2. I understand that a “public entity crime” as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without and adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or

- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter in to a binding contract and which bids or applied to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [indicate which statement applies.]

_____Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Office of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vender list. [attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature

Sworn to and subscribed before me this _____ day of _____, 20____.

Notary Public

Personally known _____ OR produced identification _____

Notary Public- State of _____

My commission expires _____

[printed, typed or stamped commissioned
name of notary public]

End of PUR 7068

DRUG FREE WORKPLACE
Section 287.087 Florida Statutes

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals; which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Vendor's Signature _____

**CITY OF PANAMA CITY BEACH
RISK MANAGEMENT REQUIREMENTS**

CITY DEFINED

The term CITY (wherever it may appear) is defined to mean the CITY itself, its City Council, officers, employees, volunteers, representatives and agents.

OTHER PARTY DEFINED

The term Other Party (wherever it may appear) is defined to mean the other person or entity which is a party to this agreement, contract or lease, any subsidiaries or affiliates, officers, employees, volunteers, representatives, agents, contractors and subcontractors.

HOLD HARMLESS

The Other Party agrees to hold the CITY harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting there from, arising out of the agreement, contract or lease unless such claims are a result of the CITY's sole negligence.

PAYMENT ON BEHALF OF CITY

The Other Party agrees to pay on behalf of the CITY, and to pay the cost of the CITY's legal defense, as may be selected by the CITY, for all claims described in the Hold Harmless paragraph.

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

LOSS CONTROL/SAFETY

Precaution shall be exercised at all times by the Other Party for the protection of all persons, including employees, and property. The Other Party shall be expected to comply with all laws, regulations or ordinances related to safety and health, shall make special effort to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected.

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

DRUG FREE WORK PLACE REQUIREMENTS

All contracts or purchase orders with individuals, or organizations that wish to do business with the CITY shall require contractors, subcontractors, vendors or consultants to have a substance abuse policy that adheres to FS 440.102. In the event an employee of a supplier of goods or services is found to have violated the Substance Abuse Policy, that employee shall be denied access to the CITY's premises and job sites. In addition, if the violation is considered flagrant by the CITY, and the CITY is not satisfied with the actions of the contractor, subcontractor, vendor or consultant's employees, the CITY can exercise its right to bar all of the contractor's, subcontractor's, vendor's, or consultant's employees from its premises, or decline to do business with the contractor, subcontractor, vendor or consultant in the future.

All expenses and penalties incurred by a contractor, subcontractor, vendor or consultant as a result of a violation of the CITY's Substance Abuse Policy requirement shall be borne by the contractor, subcontractor, vendor, or consultant.

INSURANCE - BASIC COVERAGES REQUIRED

The Other Party shall procure and maintain the following described insurance, except for coverages specifically waived by the CITY, on policies and with insurers acceptable to the CITY.

These insurance requirements shall not limit the liability of the Other Party. The CITY does not represent these types or amounts of insurance to be sufficient or adequate to protect the Other Party's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the Other Party's insurance policies shall be endorsed to name the CITY as an additional insured to the extent of the CITY's interests arising from this agreement, contract or lease. (General Liability and Business Auto)

Except for workers compensation, the Other Party waives its right of recovery against the CITY, to the extent permitted by its insurance policies.

The Other Party's deductibles/self-insured retentions shall be disclosed to the CITY and may be disapproved by the CITY. They shall be reduced or eliminated at the option of the CITY. The Other Party is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Other Party or any other insurance of the Other Party shall be considered primary, and insurance of the CITY shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of CITY, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease.

Workers Compensation Coverage

The Other Party shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.

The Other Party shall also purchase any other coverages required by law for the benefit of employees.

General Automobile and Excess or Umbrella Liability Coverage

The Other Party shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies of the Insurance Services Office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers Compensation Coverage section) and the total amount of coverage required.

Commercial General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this

agreement, contract or lease, broad form property damage, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

Business Auto Liability Coverage

Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee nonownership use.

Excess or Umbrella Liability Coverage

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it should be at least "following form" and shall not be more restrictive than the underlying insurance policy coverages.

ADDITIONAL INSURANCE

The City requires the following additional type of insurance.

PROFESSIONAL LIABILITY, MALPRACTICE AND/OR ERRORS OR OMISSIONS

- Hold Harmless

The following replaces the previous Hold Harmless wording.

The CITY shall be held harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting there from arising out of performance of the agreement or contract, unless such claims are a result of the CITY's sole negligence.

The City shall also be held harmless against all claims for financial loss with respect to the provision of or failure to provide professional or other services resulting in professional, malpractice, or errors or omissions liability arising out of performance of the agreement or contract, unless such claims are a result of the CITY's own negligence.

- PROFESSIONAL LIABILITY/ERRORS OR OMISSIONS COVERAGE

The other party shall maintain in full force for five years from the date of the completion of the last task under the parties agreement Project Specific Professional Liability Insurance with minimum limits of \$1,000,000 per occurrence./ \$3,000,000 annual aggregate.

If a claim made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

EVIDENCE/CERTIFICATES OF INSURANCE

Certificate Holder will be addressed as the City of Panama City Beach, 110 South Arnold Road, Panama City Beach, Florida 32413. All certificates, cancellation, nonrenewal or adverse change notices should be mailed to this address. As outlined above, the CITY is to

be named as Additional Insured on General Liability and Business Auto. Each Certificate will address the service being rendered to the CITY by the Other Party.

Required insurance shall be documented in Certificates of Insurance which provide that the CITY shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change.

New Certificates of Insurance are to be provided to the CITY at least 15 days prior to coverage renewals.

If requested by the CITY, the Other Party shall furnish complete copies of the Other Party's insurance policies, forms and endorsements.

For Commercial General Liability coverage the Other Party shall, at the option of the CITY, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the CITY, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Other Party's obligation to fulfill the insurance requirements herein.

Rev- 02/09

End of Risk Management Requirements

Panama City Beach City, Florida – Request for Qualifications

RFQ# and Title: _____

Firm: _____

	Marginal	Acceptable	Exceeds Acceptable	Outstanding	Wt.	Score
Criteria Element	0.2	0.5	0.8	1.0		
I. Project Team Organization Qualifications and relevant individual experience. Unique knowledge of key members on governmental design. Time commitment of key members to project. Team experience on similar project. Principle level involvement in project.					25	
II. Design Management Project management plan that addresses: <ul style="list-style-type: none"> • Coordination of various disciplines. • Project cost control methods during design phase • Quality Assurance methods. • Demonstrated ability to meet budget requirements. 					15	
III. Area Experience Familiarity with Panama City Beach and project area. Geographic Proximity of office providing services.					10	
IV. Demonstrated Design Experience Demonstrated capability in similar local governmental or comparable private sector projects. Familiarity with special needs of Panama City Beach infrastructure. Past performance on City projects or other governmental groups as well as private projects.					35	
V. References					15	
TOTAL					100	

Evaluator: _____