

AGREEMENT FOR CONTINUING SERVICES

THIS AGREEMENT is made and entered into as of the date of execution by both parties, by and between **City of Haines City**, a political subdivision of the State of Florida, hereinafter referred to as the "City" and **SurvTech Solutions**, hereinafter referred to as "Consultant".

WITNESSETH

WHEREAS the City has determined that it is necessary, expedient, and in the best interest of the City to retain a Consultant to perform continuing services related to **Surveying**; and

WHEREAS the City issued Request for Qualifications ("RFQ") No. 23-04 on August 8, 2023; and

WHEREAS the City evaluated and scored the proposals in accordance with §287.055, F.S., and

WHEREAS the City desires to employ the Consultant to provide continuing services in accordance with the terms and conditions hereafter set forth, and the Consultant is desirous of obtaining such employment, has reviewed the services required pursuant to this Agreement and is qualified to provide said services pursuant to this Agreement and is, willing and able to provide and perform all such services in accordance with its terms;

NOW, THEREFORE, the City and the Consultant, in consideration of the mutual covenants contained herein, do agree as follows:

I. CONSULTANT'S SERVICES

The Consultant agrees to diligently perform various services pertaining to **Surveying** ("Service Category"), defined in **RFQ No. 23-04** and in Exhibit A, Scope of Services, attached and made a part of this Agreement, as assigned by the City.

II. TERM

This Agreement shall commence as of the effective date shown on the signature page upon the execution of this Agreement by both the City and the Consultant. It shall terminate one (1) year from the date entered into, but may be extended for two (2) additional one (1) year periods by mutual agreement between the Consultant and the City. The Consultant shall perform no work under this Agreement until receipt of a Purchase Order issued by the City.

III. WORK ASSIGNMENTS

- A. Specific work to be performed by the Consultant for this Service Category shall be assigned by the City through the issuance of Work Assignments.
- B. Consultant will identify and provide qualifications of sub-consultants during Work Assignment negotiations. The City reserves the right to review and approve all sub-consultants identified in the Work Assignment prior to execution of the Work Assignment.
- C. Each Work Assignment shall include the number of hours to be provided by each appropriate position classification and the corresponding hourly rate using the Project Budget form, Exhibit B, attached hereto and made a part of this Agreement.

The Work Assignment shall be executed on behalf of the City by the City and upon execution shall become a part of this Agreement.

- D. When the scope of a Work Assignment represents a continuation of work done under a prior Work Assignment, that Work Assignment shall be considered a change order. Change orders shall reference all Work Assignment(s) to which they relate, and the sum of the total value of those Work Assignments shall be considered collectively for the purpose of determining necessary approvals as further described below.

IV. COMPENSATION AND PAYMENT OF CONSULTANT'S SERVICE

- A. Work Assignments totaling \$25,000 and above shall be designated as Specific Authorizations and shall require approval of the City Commission. Said total amount to include all profit, direct and indirect labor costs, personnel related costs, overhead and administrative costs, travel related out-of-pocket expenses and costs, and all other costs which are necessary to provide the services as outlined in this Agreement. Mark-up for sub-contracted services shall not exceed 10% of actual cost.
- B. The maximum compensation for each Work Assignment shall be determined individually by the City as the need for a Work Assignment arises. The Consultant acknowledges and agrees that the City through this Agreement guarantees no minimum number of Work Assignments or minimum level of work or fees.
- C. Consultant represents and warrants that wage rates and other factual unit costs supporting the compensation for any Work Assignment or Specific Authorization relative to this Agreement shall be accurate, complete, and current at the time of entering into any such Work Assignment or Specific Authorization. The amounts set forth in any Work Assignment or Specific Authorization provided for in this Agreement will be adjusted to exclude any significant sums by which the City determines the amount by which any Work Assignment or Specific Authorization was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such adjustments must be made within one year following completion of the Work Assignment or Specific Authorization.
- D. The City's performance and obligation to pay under this Agreement and any related Work Assignment or Specific Authorization is contingent upon an appropriation by the City Commission. The City shall promptly notify the Consultant if the necessary appropriation is not made.

V. METHOD OF PAYMENT

- A. The City shall pay the Consultant through payment issued by the Finance Department in accordance with the Local Government Prompt Payment Act, §218.70, F.S., upon receipt of the Consultant's invoice and written approval of same by the City indicating that services have been rendered in conformity with this Agreement. On a monthly basis the Consultant shall, for each Work Assignment or Specific Authorization not completed, submit an invoice for payment to the City for those specific services and reimbursable expenses performed during that monthly invoicing period.

- B. For those specific services that are partially completed, progress payments shall be paid monthly in proportion to the percentage of completed work on those specific service activities as approved in writing by the City.

VI. LIABILITY OF CONSULTANT

- A. Pursuant to §725.08(1), F.S., the Consultant shall indemnify and hold harmless the City, its officers and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of this Agreement.
- B. The above provision shall survive the termination or expiration of this Agreement.

VII. CONSULTANT'S INSURANCE

Before performing any work under this Agreement and any related Work Assignment or Specific Authorization, the Consultant shall procure and maintain, during the life of the Agreement, unless otherwise specified, insurance listed in Exhibit C, Insurance Requirements, attached hereto and incorporated herein.

VIII. RESPONSIBILITIES OF THE CONSULTANT

- A. The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all reports, designs, specifications, other documents and data used or produced by or at the behest of the Consultant under this Agreement. The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in its reports, designs, specifications, other documents and data.
- B. If the Consultant is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- C. The Consultant warrants that he has not employed or retained any company or person (other than a bona fide employee working solely for the Consultant), to solicit or secure this Agreement and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Consultant; any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
- D. The Consultant agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Consultant's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate the contract in accordance with the provisions contained herein.
- E. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a

contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in §287.017, F.S. for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

- F. The Consultant shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement and any related Work Assignment or Specific Authorization.
- G. The Consultant shall maintain books, records, documents, and other evidence directly pertaining to or connected with the Work Assignments and Specific Authorizations under this Agreement which shall be available and accessible at the Consultant 's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives. Such records shall be retained for a minimum of five (5) fiscal years (from October to September) after completion of the services.

The Consultant shall notify the City at least one (1) day in advance of any meeting related to the Work Assignment or Specific Authorization between the Consultant and any person or organization affected thereby, including, but not limited to, City Commissioners, regulatory agencies or private citizens.

- H. Neither the City's review, approval, or acceptance of, nor payment for, the services required under this Agreement and any related Work Assignment or Specific Authorization shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- I. The rights and remedies of the parties provided for under this Agreement are in addition to any other rights and remedies provided by law.

IX. OWNERSHIP AND USE OF WORK PRODUCTS

- A. Consultant understands and agrees that all work products, including, but not limited to, reports, designs, specifications, other documents and data developed by the Consultant in connection with its services under this Agreement and which are specified as deliverables in the Work Assignment or Specific Authorization, shall be provided to, and shall become the property of the City as they are received by the City. The Consultant hereby assigns all its copyright and other proprietary interests in the products of this Agreement to the City. Specific written authority is required from the City for the Consultant to use any of the work products of this Agreement on any non-City project.
- B. Notwithstanding the above, any reuse of the work products by the City on other projects will be at the risk of the City.

- C. Computer systems and databases used for providing the documents necessary to this Agreement shall be compatible with existing City systems.

X. PERFORMANCE OF CONSULTANT'S PERSONNEL

- A. The Consultant shall assign a Project Manager, together with such other personnel as are necessary to assure faithful prosecution and timely delivery of services pursuant to the requirements of this Agreement and all Work Assignments and Specific Authorizations issued hereunder. Any change or substitution to the Consultant's key personnel must receive the City's written approval before said changes or substitution can become effective.
- B. City issuance of a Purchase Order for the services to be rendered by the Consultant shall act as Notice to Proceed from the City. Time limits set forth in Work Assignments and Specific Authorizations shall commence to run on the date of the Notice to Proceed.
- C. The Consultant specifically agrees that all work performed under the terms and conditions of this Agreement shall be completed within the time limits as set forth in Work Assignments and Specific Authorizations, subject only to delays caused by force majeure, or as otherwise defined herein. Force majeure shall be deemed to be any cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.
- D. The Consultant agrees to provide to the City monthly written progress reports concerning the status of the Project. Written progress reports will accompany each monthly invoice. The City may determine the format for this progress report. The City shall be entitled at all times to be advised at its request, and in writing, as to the status of work to be performed by the Consultant.
- E. In the event unreasonable delays occur on the part of the City or regulatory agencies as to the approval of any plans, permits, reports or other documents submitted by the Consultant which delay the project schedule completion date, the City shall not unreasonably withhold the granting of an extension of the project schedule time limitation equal to the aforementioned delay.

XI. OBLIGATIONS OF CITY

- A. The City is designated to do all things necessary to properly administer the terms and conditions of this Agreement. If necessary, a specific Project Manager may be authorized to perform the responsibilities of the City. The City shall designate any specific Project Manager in the Work Assignment or Specific Authorization. The responsibility of the City shall include:
 - 1. Examination of all reports, sketches, drawings, estimates, proposals, and other documents presented by the Consultant, and render in writing, decisions pertaining thereto within a reasonable time.
 - 2. Transmission of instructions, receipt of information, interpretation and definition of City policies and decisions with respect to design, materials, and

other matters pertinent to the work covered by this Agreement.

3. Review of the content of all of the Consultant's documents and payment requests for approval or rejection.
- B. The City shall, upon request, furnish the Consultant with all existing data, plans, studies and other information in the City's possession which may be useful in connection with performance of a Work Assignment or Specific Authorization, all of which is and shall remain the property of the City and shall be returned to the City upon completion of the services to be performed by the Consultant.
- C. The City shall conduct periodic reviews of the work of the Consultant necessary, for the completion of the Consultant's services during the period of this Agreement and may make other City personnel available, where required and necessary to assist the Consultant. The availability and necessity of said personnel to assist the Consultant shall be determined solely within the discretion of the City. The City's technical obligations to this Project, if any, are stated in Work Assignments and Specific Authorizations.
- D. The City shall not provide any services to the Consultant in connection with any claim or litigation brought on behalf of or against the Consultant.

XII. TERMINATION

- A. The City shall have the right at any time upon ten (10) calendar days' written notice to the Consultant to terminate the services of the Consultant and, in that event, the Consultant shall cease work and shall deliver to the City all documents, (including reports, designs, specifications, and all other data) prepared or obtained by the Consultant in connection with its services. The City shall, upon receipt of the aforesaid documents, pay to the Consultant and the Consultant shall accept as full payment for its services, a sum of money equal to (1) the fee for each completed and accepted task as shown in Work Assignments and Specific Authorizations, plus (2) the fee for the percentage of the work completed in any authorized but uncompleted task, less (3) all previous payments made.
- B. In the event that the Consultant has abandoned performance under this Agreement, then the City may terminate this Agreement upon three (3) calendar days written notice to the Consultant indicating its intention to do so. Payment for work performed prior to the Consultant's abandonment shall be as stated above.
- C. The Consultant shall have the right to terminate services under a Work Assignment and Specific Authorization only in the event of the City failing to pay the Consultant's properly documented and submitted invoice within ninety (90) calendar days of its approval by the City, or if the City suspends work under the Work Assignment and Specific Authorization for a period greater than ninety (90) calendar days.
- D. The City reserves the right to terminate this Agreement in the event the Consultant is placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors.
- E. After consultation with and written notice to the Consultant providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in

whole or in part, and, if necessary, may demand the return of a portion or all of the amount previously paid to the Consultant due to:

1. The quality of a portion, or all, of the Consultant's work not being in accordance with the requirements of this Agreement;
 2. The quantity of the Consultant's work not being as represented in the Consultant's Payment Request, or otherwise;
 3. The Consultant's rate of progress being such that, in the City's opinion, substantial or final completion, or both, may be inexcusably delayed;
 4. The Consultant's failure to use Agreement funds, previously paid the Consultant by the City, to pay Consultant's Work Assignment and Specific Authorization related obligations including, but not limited to, subcontractors, laborers and material and equipment suppliers;
 5. Claims made, or likely to be made, against the City or its property;
 6. Loss caused by the Consultant;
 7. The Consultant's failure or refusal to perform any of the obligations to the City, after written notice and a reasonable opportunity to cure as set forth above.
- F. In the event that the City makes written demand upon the Consultant for amounts previously paid by the City as contemplated in this subsection, the Consultant shall promptly comply with such demand. The City's rights hereunder survive the term of this Agreement, are not waived by final payment and/or acceptance and are in addition to Consultant's obligations set forth in Work Assignments and Specific Authorizations.

XIII. STOP WORK ORDER

The City, may at any time, by written order to the Consultant, require the Consultant to stop all or any part of the work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be in effect for a specified period after the order is delivered to the Consultant. Upon receipt of such an order, the Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Consultant shall not resume work unless specifically so directed in writing by the City. Before the stop work order expires unless it is extended, the City may take one of the following actions:

1. Cancel the stop work order; or
2. Terminate the work covered by the order; or
3. Terminate the Agreement in accordance with provisions contained in Section XIII. A.

In the event the City determines to not direct the Consultant to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XII.A. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order.

XIV. DISPUTE RESOLUTION

- A. To the extent Chapter 558, F.S. is applicable, the parties expressly opt out of the requirements of Chapter 558, F.S., within the meaning of §558.005(1), F.S.
- B. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Polk County, Florida, with the parties sharing equally in the cost of such mediation.
- C. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- D. The venue for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement shall be in the Twelfth Judicial Circuit in and for Polk County, Florida, which shall have subject matter jurisdiction and personal jurisdiction over each of the parties to the Agreement.
- E. The parties agree to waive all rights to trial by jury for any litigation undertaken concerning this Agreement.
- F. This Agreement and the rights and obligations of the Parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- G. Unless otherwise agreed in writing, the Consultant shall be required to continue its services and all other obligations under this Agreement during the pendency of claim or dispute including, but not limited to, actual period of mediation or judicial proceedings.

XV. SCRUTINIZED COMPANIES

§287.135, F.S., prohibits agencies from contracting with companies for goods or services that are on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel, and from contracting with companies for goods or services of \$1,000,000 or more that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations in Cuba or Syria. The lists are created pursuant to §215.473 and §215.4725, F.S. Consultant certifies that it is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria, and understands that pursuant to §287.135, F.S., the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. In accordance with §287.135, F.S., the City may terminate this Agreement if a false certification has been made, or the Consultant is subsequently placed on any of these lists, or engages in a boycott of Israel or is engaged in business operations in Cuba or Syria.

XVI. PUBLIC RECORDS

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**City of Haines City
City Clerk's Office
620 E. Main Street
Haines City, FL 33844**

Phone: 863-421-9921

Email: sharon.lauther@hainescity.com

XVII. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement. For any material change in the Scope of Services or any increase in the compensation for the services which increases the value of a Work Assignment above the threshold identified in Section IV A herein, the City Commission for the City and the duly authorized representative for the Consultant shall agree in writing to this change. For all other changes, the City and the Consultant's representative shall agree in writing to the change.
- B. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall remain valid and binding on each party.
- C. The Consultant shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation) without the prior written consent of the City, except that claims for the money due or to become due the Consultant from the City under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the City. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the City.
- D. Time is of the essence with regard to each and every aspect of the Consultant's performance under this Agreement.
- E. The exercise or the failure to exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- F. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- G. The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.

- H. The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.
- I. Any notices, invoices, reports, or any other type of documentation required by this Agreement shall be sufficient if sent by the parties via United States mail, postage paid, to the addresses listed below:

Consultant's Representative:

Name: David O'Brien
Title: President

Address: 10220 E. US Highway 92
Tampa, FL 33610

Phone: 813-621-4929
Email: dobrien@survtechsolutions.com

City's Representative:

Name: Ted Adkins
Title: Deputy Development Services
Director

Address: 620 E. Main Street
Haines City, FL 33844

Phone: 863-421-9909
Email: ted.adkins@hainescity.com

- J. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- K. The solicitation and all attachments and addenda thereto are hereby incorporated in the Agreement by reference.
- L. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:
1. This Agreement
 2. The RFQ

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Agreement.

This Agreement will be effective on _____.

City:

Consultant: SurvTech Solutions, Inc.

City of Haines City



By: _____

By: David O'Brien

Title: Mayor

Title: President

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: 

Title: _____

Title: HR Manager

Address for giving notices:

City of Haines City
Attn: City Clerk's Office

Address for giving notices:

SurvTech Solutions, Inc.
Attn: David O'Brien

620 E. Main Street

10220 E. US Highway 92

Haines City, FL 33844

Tampa, FL 33610

License

No.: L.B. 7340
(where applicable)

EXHIBIT A SCOPE OF SERVICES

Specific tasks may include, but are not limited to, the following:

- Review of submitted surveys for specific projects
- Property surveying
- Topographic surveying
- Hydrographic surveying
- Preparation of easement descriptions
- Preparation of legal descriptions for acquisition/disposal/vacating of City property
- Preparation of right-of-way maps
- On-call availability during normal business hours to respond to City staff and applicant requests
- Consult City staff and applicants, either in person, or via email and/or telecommunications
- Attendance and participation at meetings with City Staff and Applicants; City Staff and other Governmental agencies; and at City Commission, Planning Commission, Board of Adjustment, and Technical Review Board meetings as needed
- Other surveying services or related tasks, as needed

**EXHIBIT B
PROJECT BUDGET**

AGREEMENT NO. _____

WORK ASSIGNMENT (WA) _____

POSITION CLASSIFICATION		Hourly Rate	x	# Hours	=	Total Fee
			x		=	
			x		=	
			x		=	
			x		=	
			x		=	
			x		=	
			x		=	
			x		=	
			x		=	
			x		=	
			x		=	
			x		=	
SUBCONSULTANTS (IF ANY)	% markup	x		x	=	
		x		x	=	
		x		x	=	
		x		x	=	
		x		x	=	
		x		x	=	
REIMBURSABLES (DIRECT EXPENSES REIMBURSED AT COST)						
CONTINGENCY (IF ANY)						
TOTAL FEE FOR THIS WORK ASSIGNMENT						

WA Start Date: _____ WA End Date: _____

EXHIBIT C INSURANCE REQUIREMENTS

For purposes of this Exhibit C, the terms "Vendor," "Contractor" and "Consultant" shall be interchangeable and the terms "Contract" and "Agreement" shall be interchangeable.

- A. The successful Bidder/Contractor shall not commence any work in connection with an agreement until it has obtained all of the following types of insurance and has provided proof of same to the CITY, in the form of a certificate prior to the start of any work, nor shall the successful Bidder/Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.
- B. The successful Bidder/Contractor and/or subcontractor shall maintain the following types of insurance, with the respective limits:
1. BODILY INJURY LIABILITY
 - a. \$1,000,000 operations each claim per person
 - b. \$1,000,000 completed operations each claim per person;
 2. AUTOMOBILE PUBLIC LIABILITY
 - a. Bodily Injury:
 - i. \$1,000,000 each claim per person
 - ii. \$1,000,000 aggregate
 - b. Property Damage:
 - i. \$1,000,000 each claim per person
 - ii. \$1,000,000 aggregate;
 3. PROPERTY DAMAGE LIABILITY (other than automobile)
 - a. \$500,000 each claim per person
 - b. \$500,000 operations per claim
 - c. \$500,000 protective per claim (covering automobile)
 - d. \$500,000 contractual per claim;
 4. GENERAL LIABILITY - One Million Dollars (\$1,000,000) any single occurrence;
 5. AGGREGATE – Two Million Dollars (\$2,000,000);
 6. EXCESS COVERAGE – One Million Dollars (\$1,000,000);
 7. PROFESSIONAL LIABILITY – One Million Dollars (\$1,000,000);
 8. PRODUCT LIABILITY – Two Million Dollars (\$2,000,000); and,
 9. WORKER'S COMPENSATION – covering the statutory obligation for all persons engaged in the performance of the work required hereunder and Employers' Liability insurance with limits not less than \$1,000,000 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. In case any class of employees engaged in hazardous work under an agreement at the site of the project is not protected under the Worker's Compensation statute, the successful Bidder/Contractor shall provide, and cause each subcontractor to provide, adequate insurance, satisfactory to the CITY, for the protection of its employees not otherwise protected.

- C. **Certificates of Insurance:** The successful Bidder/Contractor shall provide the CITY's Finance Department with a Certificate of Insurance evidencing such coverage for the duration of the awarded agreement. Said certificate shall be dated and show:
1. The name of the insured Bidder/Contractor,
 2. The specified job by name and job number,
 3. The name of the insurer,
 4. The number of the policy
 5. The effective date
 6. The termination date
 7. A statement that the insurer will mail notice to the CITY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy
- D. **City as Additional Insured:** The successful Bidder/Contractor shall name the CITY as an additional insured, to the extent of the service to be provided under the agreement, on all required insurance policies, and provide the CITY with proof of same.
- E. **Waiver of Subrogation:** The successful Respondent shall have a waiver of subrogation instead of listing the City as additionally insured for Workers' Compensation coverage.
- F. **Waiver:** Receipt of certificates or other documentation of insurance or policies or copies of policies by the CITY, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the successful Bidder's/Contractor's obligations to fulfill the insurance requirements specified herein.
- G. **Loss Deductible Clause:** The CITY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the successful Bidder/Contractor and/or subcontractor providing such insurance.