



City of Centerville

ITEM: Formal Statement of Qualifications (SOQ)
TITLE: Stubbs Park Improvements
DEPARTMENT: Development
BID SUBMISSION: Centerville City Hall
100 W Spring Valley Rd
Centerville, OH 45458
DUE DATE: Friday, March 12, 2021
DUE TIME: 4:30 p.m., LOCAL TIME
CONTACT: Joey O'Brien, Assistant City Planner – 937-428-4762
MANDATORY
PRE PROPOSAL: February 26, 2021, 1:30 PM
BOND REQUIREMENTS: **Bid** Amount: None (\$0)
Performance Amount: None (\$0)

FORM REQUIREMENTS: Form 3 Disclosure Policy
 Form 4 Personal Property Taxes

SUBMISSION REQUIREMENTS:

1. One (1) complete original set and one (1) electronic copy of the Statement of Qualifications (SOQ) documents in a single sealed package.
2. All items noted by CHECK MARK above, MUST BE SUBMITTED with SOQ. Failure to include all required items may result in your submittal being considered nonresponsive.
3. All responses MUST BE submitted by the TIME and DATE above. NO submittals will be accepted after the listed time.
4. IMPORTANT: Submittals are to be sealed and endorsed on the OUTSIDE of the envelope with the name of the Respondent and Project name, Stubbs Park Improvements.
5. Proposers Please Note: City of Centerville is an equal opportunity employer.

Yours Truly,

Joey O'Brien

Joey O'Brien
Assistant City Planner

**REQUEST FOR QUALIFICATIONS
City of Centerville
MONTGOMERY COUNTY, OHIO**

Stubbs Park Improvements

GENERAL

City of Centerville operates under and is governed by its Charter which provides for a Council-Manager form of government. The City is approximately 11 square miles of residential and commercial development with responsibility for maintenance of 112 miles of roadways, storm sewers, traffic signals, and local parks.

City of Centerville is requesting Statement of Qualifications (SOQ) from experienced engineering design firms to assist the City with developing plans and specifications that address the objectives below.

PROJECT OBJECTIVES

Leonard E. Stubbs Memorial Park provides numerous amenities to the public including the Stubbs Amphitheater, several playgrounds, walking trails, a disc golf course, an in-line skating rink, and several memorials. To improve the amenities Stubbs Park provides The City of Centerville, community stakeholders, and Hitchcock Design Group collaborated to create a four phase Master Plan for Stubbs Park. This report outlines the opportunities and improvements that will continue to make Stubbs Park a community attraction. To carry out phases I and II the following six areas need to be addressed: Amphitheater Improvements, Concession/Bathrooms/Community Gathering Space, Bowl Improvements, Park Entrance Enhancements, Accessibility/Path Hierarchy, and Signage and Wayfinding. The construction plan for phases I and II of Stubbs Park is estimated to cost approximately \$3.6 million. The intent is to conduct the preliminary plans and construction for all of phase I and II as well as a modular design and construction that fits within the to be determined City budget by the end of 2023. See Appendix A for the Master Plan for Stubbs Park.

Objectives:

1. **Amphitheater Improvements** - To improve the visitor experience and improve programming opportunities the following amphitheater improvements are proposed.
 - a. Provide any necessary utilities, including fiber and electrical, for cameras, movie screening, lighting, tech updates, and sound throughout the amphitheater.
 - b. Implement facility improvements.
 - c. Redesign access to accommodate tour busses.
 - d. Provide connection to Peach Creek Road for improved entrance/egress.
 - e. Regrade the seating area to incorporate structured seating.
 - f. Provide additional areas for ADA seating.
 - g. Create a dance area at front of stage.
 - h. Provide a pedestrian bridge over the access road for uninterrupted safe travel between the amphitheater and bowl.
 - i. Install a permanent flat screen on the amphitheater for projecting movies, advertisements, and other similar media.

2. **Concession/Bathrooms/Community Gathering Space** – To provide an improved visitor experience and allow for larger programming and events the following improvements are proposed to the multi-purpose building near the amphitheater.
 - a. Perform an assessment of the structure and foundation to determine if demolition and new build or redevelopment of the existing structure is the most effective option.
 - b. Build a new structure with appropriate utilities to accommodate bathrooms, concessions, and an education center or gathering space.
 - c. Create outdoor plaza space.
 - d. Redesign parking lot to enhance centralized destination and maximize parking.
 - e. Ensure the multi-purpose building is ADA compliant.
3. **Bowl Improvements** – To increase programming opportunities and reduce maintenance burdens the following bowl improvements are proposed.
 - a. Assess the construction of an impervious surface for events such as a food truck rally or farmer’s market. Advise if this is the highest and best use for the bowl area.
 - b. Provide all necessary utilities, including electric, fiber, water, and sanitary, for cameras, lighting, sound, restrooms, and potable water throughout the bowl.
 - c. Provide new road access for vehicles.
 - d. Assess where the best location to host food trucks is within the park.
 - e. Design to accommodate organized event parking.
 - f. Naturalize perimeter landscape to reduce maintenance.
 - g. Add LED/Solar powered lighting for safety and reduced power consumption.
 - h. Dredge and beautify the park’s pond system.
4. **Park Entrance Enhancements** – To decrease confusion on how to enter the park, and to improve vehicular circulation the following park entrance enhancements are proposed.
 - a. Add two additional park entrances. The first at Peachcreek Road and the second along Virginia Avenue.
 - b. Connect Virginia Avenue to improve safety and park connectivity.
5. **Accessibility/Path Hierarchy** – To increase pedestrian accessibility and safety the following improvements are proposed.
 - a. Evaluate trail crossing safety and target areas for enhancement.
 - b. Create trail hierarchy to help dictate distances and improve wayfinding and usability.
 - c. Develop a trail system standard for materials, signs, and names.
 - d. Simplify trail maintainability.
6. **Signage and Wayfinding** – To increase walkability the following signage and wayfinding measures are proposed.
 - a. Implement a wayfinding signage standard and place signs throughout the park.

SUBMITTAL AND CONTACT INFORMATION

One Statement of Qualifications (SOQ) should be submitted by each consultant.

One (1) original copy and one (1) electronic copy in a searchable Adobe Acrobat (pdf) format of the SOQ shall be received by the City of Centerville by **4:30 P.M.** on **March 12, 2021** at the following address. Please provide the electronic copy on a USB or flash drive with USB 2.0/3.0 compatibility.

Joey O'Brien, Assistant City Planner
City of Centerville
Centerville City Hall
100 W Spring Valley Rd
Centerville, Ohio 45458

Questions associated with this request for qualifications shall be submitted to Joey O'Brien (jobrien@centervilleohio.gov) in writing by **5:00 p.m.** on **March 5, 2021**. **Questions shall be submitted via email only.**

The SOQ shall include the following information:

- Overview of the firm including office locations, contact information, description of experience and expertise as it relates to park design.
- Identify experience designing active parks, amphitheatres, vehicular and pedestrian park enhancements, community gathering spaces, park signage and wayfinding, and utility and site improvements.
- Project staff qualifications shall include an organizational chart, noting the Project Manager that will work directly with Centerville, as well as roles of key team members involved with this project. Additional information on staff members should include education, years of service, professional licenses or associations, location, availability to the City, anticipated level of effort in terms of hours and their hourly charge rate, and summary of relevant experience. It is envisioned that this project will be led by a landscape architectural firm with a civil and design engineer on the team. Resumes of project team members may be included as an appendix.
- Description of relevant experience preparing park improvements with a focus on walkability/traffic circulation; public gathering spaces; event infrastructure; and branding. A minimum of five (5) references performed within the last ten (10) years shall be provided. The following information should be included with each project description:
 1. Project name, client name, and location
 2. Project description summarizing work performed
 3. Project reference contact information (name, phone, and email)
 4. Key staff involved on each project
 5. Project level of effort hours and cost
- The document, without staff resumes, should not exceed 20 pages.

The SOQ shall include a project approach summarizing the recommended approach to address the project objectives described herein. The approach should identify tasks required to complete the work as well as items anticipated to be provided by the City of Centerville. The approach should also address the firm's plan for project management and administration and quality control for this project.

Planned schedule for this project is as follows:

- Advertise SOQ – February 18, 2021
- Pre-Preproposal Meeting – February 26, 2021 – 10:00 AM
- Question Submittal Deadline – March 5, 2021
- Submit SOQ – March 12, 2021
- Interviews – March 26, 2021
- Firm Selected – April 5, 2021
- Notice to Proceed – May 3, 2021
- Phase I – Out to Bid – Late 2021

A copy of the City of Centerville's sample service agreement is included with this SOQ for reference. Please confirm in the SOQ if you have any significant exceptions to the agreement language.

Centerville will review all valid qualifications received and evaluate based on the following criteria.

- Firm & Project Team Qualifications – 30%
- Project Team Experience (within the last 10 years) – 30%
- Project Approach – 25%
- Project Schedule – 10%
- Cost & Level of Effort – 5%

After review of the SOQ submittals, the City plans to select firms to interview. Following the interview process, the City shall select a firm for further development of the contract scope and fee that they will then enter into a contract with.

Responses to questions that materially change the intent of this SOQ will be issued via addendum posted on the City's website. Oral statements or clarifications not in writing shall be non-binding and without legal effect.

DISCLOSURE POLICY

The City of Centerville of Montgomery County, Ohio, has adopted a disclosure policy which requires persons or business contracting with the City to disclose to the City any business and/or family relationship which the contracting party has with any public official, or person employed by any public official in the City of Centerville. Immediate family relationships, for disclosure purposes, is defined as spouse; children; parents (natural and by-law); and siblings (natural and by law). Disclosure of this information will not necessarily preclude the award of a contract to the undersigned. The undersigned party, in accordance with intent of Centerville Charter Section 12.06 and Centerville Municipal Code Section 606.17, agrees to disclose, to the best of its knowledge and ability, the following information.

CORPORATION

The identity of any city official, employee, or member of a city official or city employee's immediate family, who holds a position of responsibility being defined as a position having decision making capacities including but not limited to a member of the board of directors, officer of the corporation, or trustee;

PARTNERSHIP

The identification of person(s) employed by the partnership and or the name(s) of any of the immediate family who is, or who are, also simultaneously employed by any public official of the City of Centerville, or public office or agency of the City;

CONSULTANT

The identification of person(s) employed by the consultant and or the name(s) of the consultant's immediate family who is, or who are, also simultaneously employed by any official of the City of Centerville, or public office or agency of the City;

Should the undersigned party have knowledge or information concerning the above categories, the undersigned party is to submit this acknowledgement form with a detailed explanation of the names of the parties involved and the particular relationship. Please check the appropriate box.

DOES NOT APPLY

DOES APPLY WITH EXPLANATION
ATTACHED

SIGNATURE _____

TITLE _____

**AFFIDAVIT OF ELIGIBILITY OF CONTRACT WITH THE
CITY OF CENTERVILLE, MONTGOMERY COUNTY, OHIO**

The undersigned, as an individual or as a representative for _____, (name of entity) being first duly sworn, deposed and states as follows:

1. I make this affidavit, with respect to prohibited activities constituting a conflict of interest or other violations under Ohio Revised Code Section 3517.13, to certify my eligibility to contract with the City of Centerville and further state that I have the authority to make the following representation on behalf of myself or the business entity aforementioned.
2. I certify that none of the following has individually made within the previous two calendar years and that, if my company is awarded a public contract for the purchase of goods or services costing more than \$10,000, none of the following individually shall make, beginning on the date the contract is awarded and extending until one year following the conclusion of that contract, as an individual, one or more contributions totaling in excess of \$1,000 within the two previous calendar years to council members of the City of Centerville or their individual campaign committees:
 - a. Myself
 - b. Any partner or shareholder of my company
 - c. My spouse or a spouse of any partner or of any shareholder of my company
 - d. Any child seven years of age through seventeen years of age of any person identified in divisions (a) through (c) of this section (only applicable to contributions made on or after January 1, 2007).
3. Pursuant to the provisions of House Bill 694 as passed by the 126th General Assembly, I further certify that none of the following have collectively made since January 1, 2007, and that, if my company is awarded a public contract for the purchase of goods or services costing more than \$10,000, none of the following collectively shall make beginning on the date the contract is awarded and extending until one year following the conclusion of that contract, one or more contributions totaling in excess of \$2,000 to council members of the City of Centerville or their individual campaign committees:
 - a. Myself
 - b. Any partner or shareholder of my company
 - c. My spouse or a spouse of any partner or of any shareholder of my company
 - d. Any child seven years of age through seventeen years of age of any person identified in divisions (a) through (c) of this section
 - e. Any political action committee affiliated with my company.
4. I recognize that any contract awarded to me in violation of the aforementioned, in accordance with Ohio Revised Code 3517.13 may be rescinded and that I may be fined an amount equal to the three times any amount contributed in violation of Ohio Revised Code 3517.13.
5. I further recognize that, pursuant to Ohio Revised Code 3517.992(R)(3), knowingly making a false statement on this certification is a fifth degree felony.

SIGNATURE

PRINTED NAME AND TITLE

Sworn to before me, and subscribed in my presence this _____ day of _____, 2021.

Notary Public: _____

My Commission Expires: _____

SAMPLE SERVICE CONTRACT

AN AGREEMENT IS REQUIRED FOR ALL PURCHASE CONTRACTS WHERE A SERVICE OR SERVICES WILL BE CONTRACTED FOR, OVER A PERIOD OF TIME. THIS CONTRACT DOCUMENT IS FORMATTED TO INCLUDE SEVERAL POSSIBLE TYPES OF BID FORMATS AND WILL BE REVISED TO RESPOND TO THE REQUIREMENTS OF THIS PARTICULAR BID SPECIFICATION. THE DOCUMENT IS ENCLOSED FOR THE PURPOSE OF MAKING YOU AWARE OF THE GENERAL CONTENT AND IS NOT TO BE FILLED IN OR RETURNED AT THIS TIME.

SERVICE AGREEMENT

THIS AGREEMENT is made and entered into at Centerville, Ohio, on the date(s) set forth at the end hereof, by and between the **City of Centerville, OHIO**, 100 West Spring Valley Road, hereinafter referred to as the "City," and _____ of _____ hereinafter referred to as the "Consultant" or "Contractor." In consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

WITNESSETH:

WHEREAS, the City and the Consultant mutually desire to contract with each other to perform the services for this project, which include the Scope of Work attached hereto and hereinafter referred to as "Exhibit A"; and

WHEREAS, the Consultant is uniquely qualified, experienced and willing to perform said Work, when there is an Agreement specifying the rights and duties of each party; and

WHEREAS, the City and the Consultant mutually desire to perform the obligation embodied in Exhibit "A."

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties to this Agreement, with intent to be legally bound, agree as follows:

ARTICLE ONE: SCOPE OF WORK

The Consultant agrees to perform the services embodied in the Scope of Work attached hereto and hereinafter referred to as "Exhibit A." Said Exhibit A is incorporated by reference as written hereinafter in full.

ARTICLE TWO: SCHEDULE OF PAYMENTS

To compensate the Consultant for services rendered in accordance with the terms embodied in the Compensation for Professional Services attached hereto and hereinafter referred to as "Exhibit B," the City agrees to pay the Consultant an amount not to exceed (4A) Dollars ((4)). Said Exhibit B is incorporated by reference as if written hereinafter in full.

ARTICLE THREE: TERM

The Term of this Agreement shall be from date of last execution by all parties, the date upon which the Agreement is authorized and awarding this Agreement, whichever event occurs last, and shall terminate on _____ (the "Term"). The parties agree that any additional periods for which the Work is undertaken shall be subject to competitive bidding and that this Agreement in no way may be extended beyond the Term.

ARTICLE FOUR: CONFLICT OF INTEREST

This Agreement in no way precludes, prevents, or restricts the Consultant from obtaining and working under an additional contractual arrangement(s) with other parties aside from the City, assuming that such other contractual work in no way impedes the

Consultant's ability to perform the services required under this Agreement. The Consultant hereby represents warrants and agrees that at the time of entering into this Agreement, it has no interest in nor shall it acquire any interest, direct or indirect, in any agreement which will impede its ability to perform the required services under this Agreement.

ARTICLE FIVE: ASSIGNMENTS

The parties expressly agree that this Agreement shall not be assigned by the Consultant without the prior written approval of the City, which approval may be withheld in the sole discretion of the City.

ARTICLE SIX: GOVERNING LAW

This Agreement and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of the State of Ohio.

ARTICLE SEVEN: INTEGRATION AND MODIFICATION

This instrument embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either written or oral, between the parties to this Agreement. Also, this Agreement shall not be modified in any manner except by an instrument, in writing, executed by the parties to this Agreement.

ARTICLE EIGHT: SEVERABILITY

If any term or provision of this Agreement or the application thereof to any entity, person or circumstance shall, to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to entities, persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE NINE: TERMINATION

This Agreement may be terminated by either party only upon notice, in writing, upon the other party no later than at least sixty (60) days in advance of the effective date of the termination. The City may also terminate this Agreement in the event that the City is of the opinion that the Consultant is carrying out the terms of this Agreement in an unreasonable, unprofessional, or unworkmanlike manner. Said termination for this particular reason shall occur upon the provision of a written notice of termination to the Consultant at least thirty (30) calendar days in advance of the date of the proposed termination, stating in the termination notice the reason for said termination. The City, in its sole discretion, may allow the Consultant to cure the reason for the termination provided the cure of the reason is accomplished within thirty (30) days of the date of the forwarding of the termination notice. The parties further agree that should the Consultant become unable for any reason to complete the work called for by virtue of this Agreement, that to the extent applicable, such work as the Consultant has completed upon the date of its inability to continue the terms of this Agreement shall become the property of the

City, and further the City shall not be liable to tender and/or pay to the Consultant any further compensation after the date of the Consultant's inability to complete the terms hereof, which date shall be the date of termination unless extended by the City. Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Consultant; and the City may withhold any compensation to the Consultant for the purpose of set-off until such time as the amount of damages due the City from the Consultant is agreed upon or otherwise determined. Additionally, the parties further agree that should the Consultant become unable for any reason to complete the work called for by virtue of this Agreement, the City may, in its sole discretion, call the performance bond due, in full, if any, as and for such non-performance, and/or as liquidated damages.

ARTICLE TEN: COMPLIANCE

The Consultant, at its sole cost, agrees to comply with all applicable federal, state, and local laws in the conduct of work hereunder. The Consultant accepts full responsibility for payment of all unemployment compensation insurance premiums, worker's compensation premiums, benefits as mandated by the Patient Protection and Affordable Care Act (PPACA), all income tax deductions, pension deductions, prevailing wages, if applicable, and any and all other taxes or payroll deductions required for the Consultant and all employees engaged by the Consultant for the performance of the work authorized by this Agreement. The costs of any health insurance benefits required by the

PPACA shall be the responsibility of the Consultant and shall not be billed directly to the City. The Consultant shall comply with the requirements of the PPACA and any and all associated costs and/or penalties. It shall be the responsibility of the Consultant to report, track and determine employee hours that are eligible to be offered insurance benefits.

ARTICLE ELEVEN: PERFORMANCE AND DISCIPLINE

Unless otherwise provided in this Agreement or the exhibits attached hereto, the Consultant shall provide and pay for, to the extent applicable, all labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. The Consultant shall enforce strict discipline and good order among the Consultant's employees and other persons carrying out this Agreement. The Consultant shall not permit employment of persons not skilled in tasks assigned to them. The Consultant shall perform all Work in a reasonable, professional and workmanlike manner and all Work shall be of at least the quality provided for in this Agreement.

ARTICLE TWELVE: DAMAGE AND LOSS

The Consultant shall promptly remedy damage and loss (other than damage or loss insured under property insurance required elsewhere in this Agreement) to property referred to in this Section caused in whole or in part by the Consultant, a subcontractor of any tier, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Consultant is responsible under this

Article except damage or loss attributable to acts or omissions of the City or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Consultant. The foregoing obligations of the Consultant are in addition to the Consultant's other obligations hereunder. In an emergency affecting safety of persons or property, the Consultant shall act, at the Consultant's discretion, to prevent threatened damage, injury or loss. The Consultant shall notify the City or a security arm of the City as soon as possible after such emergency arises.

ARTICLE THIRTEEN: WORKER'S COMPENSATION INSURANCE

The Consultant shall take out and maintain during the life of this Agreement Workers' Compensation Insurance for its employees and shall furnish a certificate of Workers' Compensation Insurance for its employees before the execution of this Agreement. No contract between the City and the Consultant shall be created hereby or otherwise exist until a fully executed copy thereof has been served upon the City.

ARTICLE FOURTEEN: NON-DISCRIMINATION

During the performance of this Agreement, the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual preference, national origin, ancestry, handicap, age, political belief or place of birth. The Consultant will ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, sexual preference, national origin, ancestry, handicap, age, political belief or place of birth. Such action shall

include, but is not limited to, the following: 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.

The Consultant, or any person claiming through the Consultant, agree not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this Agreement, or in reference to any Consultants or subcontractors of said Consultant.

ARTICLE FIFTEEN: INDEMNIFICATION

Consultant shall indemnify, hold harmless and, not excluding the City's right to participate, defend the City, its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs, (hereinafter referred to collectively as "claims") for bodily injury or personal injury including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Consultant or any of its owners, officers, directors, agents, employees, or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Consultant from and against any and all claims. It is agreed that Consultant will be

responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Consultant agrees to waive all rights of subrogation against the City, its officers, officials, agents, and employees for losses arising from the work performed by the Consultant for the City.

ARTICLE SIXTEEN: RELATIONSHIP

Nothing in this Agreement is intended to, or shall be deemed to, constitute a partnership, association or joint venture with the Consultant in the conduct of the provisions of this Agreement. The Consultant shall at all times have the status of an independent Consultant without the right or authority to impose tort, contractual or any other liability on the City.

ARTICLE SEVENTEEN: DISCLOSURE

The Consultant hereby covenants that it has complied with the City's disclosure policy which requires anyone contracting with the City to disclose to the City any business relationship or financial interest that said Consultant has with an employee of the City or of any other City, agency, elected official or commission of the City of Centerville, such an employee's business, or any business relationship or financial interest that a Centerville elected official, City, agency or commission employee has with the Consultant or in the Consultant's business.

ARTICLE EIGHTEEN: INSURANCE REQUIREMENTS

Consultant and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, employees, or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City in no way warrants that the minimum limits contained herein are sufficient to protect the Consultant from liabilities that might arise out of the performance of the work under this contract by the Consultant, his agents, representatives, employees, or subcontractors and Consultant is free to purchase additional insurance as may be determined necessary.

- A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.

1. **Commercial General Liability – Occurrence Form**
Policy shall include bodily injury, property damage, and broad form contractual liability coverage.
- General Aggregate
\$2,000,000
 - Products – Completed Operations Aggregate
\$1,000,000
 - Personal and Advertising Injury
\$1,000,000
 - Each Occurrence
\$1,000,000
 - a. The policy shall be endorsed to include the following additional insured language: “The City of Centerville shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including completed operations”.
 - b. Coverage shall be primary and non-contributory.

- c. Associated bid number, job number, or project number should be referenced on the certificate.
- d. The Policy should contain an unintentional failure to disclose endorsement.
- e. The policy should include a notice of occurrence endorsement – CEO, President, CFO, Risk Manager, or General Counsel.
- f. Contractor’s subcontractor shall be subject to the same minimum requirements identified above.

2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)

\$1,000,00

0

- a. Coverage shall be primary and non-contributory.
- b. Policy should be endorsed with an unintentional failure to disclose wording.
- c. The policy should include a notice of occurrence endorsement – CEO, President, CFO, Risk Manager, or General Counsel.
- d. Associated bid number, job number, or project number should be referenced on the certificate.
- e. Contractor’s subcontractor shall be subject to the same minimum requirements identified above.

3. Workers' Compensation and Employers' Liability

Workers' Compensation

Statutory

Ohio Employers' Liability

Each Accident

\$1,000,000

Disease – Each Employee

\$1,000,000

Disease – Policy Limit

\$1,000,000

- a. Policy shall contain a waiver of subrogation in favor of the City of Centerville.
- b. Contractor’s subcontractor shall be subject to the same minimum requirements identified in this section.

4. Professional Liability (Errors and Omissions Liability)

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

Each Claim/Aggregate	\$1,000,000
Annual Aggregate	
\$2,000,000	

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that continuous coverage will be maintained for a period of two (2) years beginning at the time work under this Contract is completed.

- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. On insurance policies where the City of Centerville is named as an additional insured, the City shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, or canceled except after sixty (60) days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to **the City of Centerville, Ohio.**
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business with the City of Centerville with an "A.M. Best" rating of not less than A IX. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of contract.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies **or** Contractor shall furnish to the City separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Agreement shall be made by the Municipal Attorney, whose decision shall be final. Such action will not require a formal Agreement amendment, but may be made by administrative action.

ARTICLE NINETEEN: PERFORMANCE BOND

No performance bond is required for this Agreement.

ARTICLE TWENTY: NOTICES

Any notices required or authorized to be given shall be deemed to be given when mailed by certified or registered mail, postage prepaid, as follows: if to the City, to the City's address as shown on the face of this Agreement; if to the Consultant, to the Consultant's address as shown on the face of this Agreement.

ARTICLE TWENTY-ONE: HEADINGS

Organization of the Specifications into divisions, sections and articles and arrangement of Drawings shall not control the Consultant in dividing the Work among subcontractors or in establishing the extent of Work to be performed by any trade. Numbered topical headings, articles, paragraphs, subparagraphs or titles in this Agreement are inserted for the convenience of organization and reference and are not intended to affect the interpretation or construction of the terms thereof.

ARTICLE TWENTY-TWO: AUTHORITY TO BIND PRINCIPAL

Signatures hereon shall act as express representations that the signing agents are authorized to bind their respective principals to all rights, duties, remedies, obligations and responsibilities incurred by way of this Agreement.

NOTICE: THIS AGREEMENT MUST BE SIGNED AND RETURNED TO THE PURCHASING DEPARTMENT FOR THE CITY OF CENTERVILLE WITHIN THIRTY (30) DAYS OF NOTIFICATION OR THE OFFER TO ENTER INTO THIS AGREEMENT SHALL BE WITHDRAWN AND THIS AGREEMENT SHALL BE VOID.

**(Continuation of Agreement with _____, for the
_____)**

The parties have hereunto set their hands this _____ day of _____, 20____.

**Signed and acknowledged
in the presence of:**

CITY OF CENTERVILLE

Wayne S. Davis
City Manager

CONSULTANT

By:
Its:

APPROVED AS TO FORM BY:

Scott A. Liberman
Municipal Attorney

Date:_____