



**MEMORANDUM
FINANCE DEPARTMENT**



TO: Ed Lavallee, City Manager *Ed Lavallee*
THRU: Linda Senne, Finance Director *Linda Senne*
FROM: Peter Boers, Procurement Manager *Peter Boers*
DATE: October 6, 2017
MEETING DATE: October 24, 2017
SUBJECT: Approval of an Agreement with OTB Consulting, Inc. in the amount of \$279,240 for Owner's Representative / Project Management Services for the City of Venice Public Safety Facility

Background:

Request for Qualifications (RFQ) 3067-17 for Owner's Representative / Project Management Services for the City of Venice Public Safety Facility was distributed on June 3, 2017. Seven (7) proposals were received on June 24, 2017.

On July 21, 2017, an evaluation committee met to review, discuss, and score the proposals received. The seven (7) proposals were ranked in the following order and the top four (4) firms were invited in for interviews/presentations on August 9, 2017.

On August 9, 2017, the evaluation committee met again to hear oral presentations and conduct interviews with the shortlisted proposers. The proposer's were ranked in the following order: 1) OTB Consulting, Inc., 2) ZHA Incorporated, 3) Diversified Technology Consultants, and 4) Element Commercial Construction.

On August 22, 2017, City Council Approved the Ranking and authorized staff to negotiate an agreement with the top ranked proposer, OTB Consulting, Inc.

Requested Action:

Approval of an Agreement with OTB Consulting, Inc. in the amount of \$279,240 for Owner's Representative / Project Management Services for the City of Venice Public Safety Facility and authorize the Mayor to execute the Agreement.

City Attorney Review:

The City Attorney has reviewed and approved this Agreement

Risk Management Review:

The Risk Manager has reviewed and approved this Agreement

Funds Availability:

Funding is available from Bond Proceeds for the Public Safety Facility in the Building Capital Projects Fund #303.

AGREEMENT FOR CONSULTANT SERVICES

This Agreement is made this _____ day of _____, 2017, between the City of Venice, a Florida municipal corporation (“CITY”), and OTB Consulting, Inc. a Florida Corporation authorized to work in the State of Florida (“CONSULTANT”).

WITNESS:

Whereas, the CITY has a need for Owner’s representative/project management services as defined in Exhibit A (“Services”) during the design and construction for the development of the City of Venice Public Safety Facility (hereinafter, the “Project”); and

Whereas, the CONSULTANT is willing to perform those Services for the Project for the CITY.

Therefore, in consideration of the premises and agreements contained herein, the parties agree as follows:

ARTICLE I

Description of Project

A Public Safety Bond Referendum was approved in November 2016 to fund engineering and construction of a 25,000-square-foot, hurricane-hardened public safety command center for the CITY on a 10-acre property with secured grounds. Along with housing the CITY’s Police Department, it will feature:

- Multipurpose rooms to support training or emergency operations, including a media briefing area.
- A community room open to the public for meetings of civic groups or other organizations.
- Support for current forensic technology and room for processing and storage of evidence.
- Housing of a data center to support citywide IT services, which the CITY currently does not have.

- An Emergency Operations Center (EOC) for assembly, communication, coordination, organization and disbursement of personnel and material resources in preparation for and in response to major manmade and/or natural disasters.
- A Training Facility to support various types of public safety training including: Taser use, munitions shooting, and other physical and educational forms of skill development.

The Public Safety Improvement Bond issue will be for 30 years and for a maximum project cost of \$16 million. The actual available funding for site acquisition, design and construction is approximately \$15.4 million. All design and construction activities must be completed within three (3) years of the Bond Issue date, and all billing must be processed within that time period.

ARTICLE II

Term

The Agreement shall commence immediately upon execution by both the CITY and the CONSULTANT and shall continue through completion and acceptance of the Project by the CITY unless terminated earlier as provided for herein.

ARTICLE III

Consultant's Scope of Services

The CONSULTANT shall perform consulting services relevant to the Project in accordance with the terms and conditions set forth herein, and as provided in the Scope of Services contained in Exhibit A, including the proposed schedule, the City's Request for Qualifications RFQ Number 3067-17, and the CONSULTANT's proposal submittal, which is attached to this agreement and by this reference made a part of it as Exhibit D. If there is any inconsistency between any of the terms of this Agreement, the order of priority for the purpose of interpretation is;

- Scope of Services, Exhibit A; followed by
- CONSULTANT's proposal submittal, Exhibit D; followed by
- City's Request for Qualifications RFQ Number 3067-17.

ARTICLE IV
Changes in Scope

If changes occur either in the CONSULTANT'S Scope of Services or the Description of the Project, a supplemental agreement, or an amendment or an addendum to this Agreement shall be negotiated at the request of either party.

ARTICLE V
Consultant's Fee

As compensation for Basic Services as described in Exhibit B of this Agreement, and for services required in the fulfillment of Article III, the CONSULTANT shall be paid a "Basic Fee," which shall constitute full and complete payment for these services and all expenditures that may be made and expenses incurred, except as otherwise expressly provided in this Agreement. The Basic Fee shall be a not to exceed amount of Two Hundred Seventy-Nine Thousand Two Hundred Forty Dollars and 00/100's (\$279,240.00)

Payment Schedule for Basic Fee.

The Basic Fee shall be paid in installments as the CONSULTANT'S work progresses based on invoices submitted by the CONSULTANT no more frequently than monthly based on task percent completion as outlined in Exhibit B.

Certified Cost Records.

The CONSULTANT shall furnish certified cost records for all billings pertaining to other than the Basic Fee to substantiate all charges for services rendered pursuant to Article IV or for any approved in advance reimbursable expenses. For those purposes, the books of account for the CONSULTANT shall be subject to audit by the CITY. The CONSULTANT shall complete work and cost records for all billings on those forms and in that manner as will be satisfactory to the CITY.

ARTICLE VI

Ownership of Plans and Documents: Records

The notes and original documents, as instruments of service, are and shall remain, the property of the CONSULTANT; however, the CITY shall be furnished, at no additional cost, three paper copies and one digital copy of all deliverables identified in Exhibit B Fees.

The CITY shall make copies for the use of the CONSULTANT, of all data pertinent to the work to be performed by the CONSULTANT under this Agreement, and also make available any other pertinent materials available to the CITY from any other public agency or body.

ARTICLE VII

Termination

This Agreement may be terminated by the CONSULTANT upon thirty (30) days' prior written notice to the CITY in the event of substantial failure by the CITY to fulfill its obligations under this Agreement through no fault of the CONSULTANT.

This Agreement may be terminated by the CITY for its convenience upon thirty (30) days' prior written notice to the CONSULTANT.

In the event of termination, as provided in this Article, the CONSULTANT shall be paid as compensation in full for services performed to the date of that termination, an amount calculated in accordance with Article V of this Agreement. Such amount shall be paid by the CITY upon the CONSULTANT's delivering or otherwise making available to the CITY, all data, drawings, specifications, reports, estimates, summaries and that other information and materials as may have been accumulated by the CONSULTANT in performing the services included in this Agreement, whether completed or in progress.

ARTICLE VIII

Assignment

This Agreement shall not be assignable except at the written consent of the parties, and if so assigned, shall be binding upon the successors and assigns of the parties.

Article IX

Indemnity

The CONSULTANT agrees to indemnify the CITY, its officials, officers, agents and employees and hold them harmless from all actions of any character brought because of any injury or damages sustained by any person, persons or property resulting from any negligent act, error or omission of the CONSULTANT or its agents, subcontractors or employees. The CONSULTANT is not required under this agreement to defend or indemnify the CITY, its officials, officers, agents, agencies, independent contractors, design professionals or employees, or any of them from assertions that the CITY, its officials, officers, agents, agencies, independent contractors, design professionals, or employees was negligent, or indemnify the CITY from liability based on the CITY's negligence. The indemnity required here shall not be limited by reason of specification of any particular insurance in this Agreement.

ARTICLE X

Prohibition Against Contingent Fees

The CONSULTANT warrants that it 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 or she 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 other consideration contingent upon or resulting from the award or making of this agreement.

ARTICLE XI

Insurance

The CONSULTANT agrees to procure and maintain at its expense until final payment by the CITY for services covered by this Agreement, insurance in the kinds and amounts provided in the specifications in Exhibit C INSURANCE REQUIREMENTS with insurance companies authorized to do business in the State of Florida. Before commencing the work, the CONSULTANT shall furnish to the CITY a certificate or certificates in form satisfactory to the CITY, showing that it has complied with this Article. All certificates shall provide that the policy shall not be changed or canceled until at least thirty (30) day's prior written notice shall have been given to the CITY.

ARTICLE XII

Discrimination Prohibited

In performing the services required under this Agreement, the CONSULTANT shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age or physical handicap.

ARTICLE XIII

Public Records

CONSULTANT agrees to comply with Florida's public records law by keeping and maintaining public records that ordinarily and necessarily would be required by the CITY in order to perform the services under this Agreement; upon the request of the CITY's Custodian of Public Records, by providing the CITY with copies of or access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided by Florida law; by ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of the Agreement and following completion of the Agreement if the CONSULTANT does not transfer the records to the CITY; and upon completion of the Agreement

by transferring, at no cost, to the CITY all public records in possession of CONSULTANT or by keeping and maintaining all public records required by the CITY to perform the services under this Agreement. If the CONSULTANT transfers all public records to the CITY upon completion of the Agreement, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the Agreement, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

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 AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS LORI STELZER, MMC, CITY CLERK, AT 401 W. VENICE AVENUE, VENICE, FLORIDA 34285, (941) 882-7390, LSTELZER@VENICEGOV.COM.

ARTICLE XIV

Venue, Dispute Resolution, Remedies and Governing Law

The laws of the State of Florida shall govern all provisions of this Agreement. Venue for any dispute shall be Sarasota County, Florida. If any court proceeding or other action occurs between the parties as a result of this Agreement or any other document or act required by this Agreement, the prevailing party shall be entitled to recover attorney's fees and all court costs including attorney's fees and court costs incurred in any pre-trial, appellate, and/or bankruptcy proceeding, as well as, attorney's fees and costs incurred in determining entitlement to and reasonableness of fees and costs. CONSULTANT covenants that its services will be performed in accordance with the customary standard of care in the consulting industry; **ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE EXPRESSLY**

DISCLAIMED. The parties further stipulate and agree that the services provided by CONSULTANT and its subconsultants do not constitute architectural or engineering services as defined by Florida Statutes Chapters 481 or 471, or by common law. The parties further agree that CONSULTANT'S total liability from any claims against it arising out of or relating to this Agreement shall be capped at an amount equal to the Basic Fee actually paid to CONSULTANT ("Damages Cap"); however, it is not intended by the Parties that this Damages Cap will apply to any damages actually covered by and recoverable from any of CONSULTANT's Insurance Coverages identified in Exhibit C.

IN WITNESS WHEREOF, the parties to the agreement have hereunto set their hands and seals and have executed this agreement, the day and year first above written.

(SEAL)

ATTEST:

CITY OF VENICE

IN SARASOTA COUNTY, FLORIDA

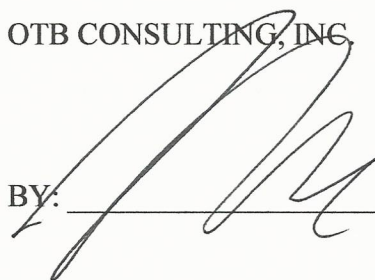
CITY CLERK

BY: _____
JOHN HOLIC, MAYOR

ATTEST:

OTB CONSULTING, INC.



BY: 

Olivia L Forney
Signed by (typed or printed)

RONALD A. FORD
Signed by (typed or printed)
PRESIDENT

Approved as to Form and Correctness

David Persson, City Attorney

EXHIBIT A

SCOPE OF SERVICES

The CONSULTANT's primary role will be to serve as the CITY's representative in order to help the CITY ensure that the Project is completed according to the Contract Documents within the currently approved project budget and schedule.

The CONSULTANT will advise and assist the City with coordination of four primary phases of the Project including: 1) Pre-construction; 2) Design; 3) Construction; 4) Post Construction/Project Closeout.

The CONSULTANT shall recommend procedures for the coordination of activities and communication on behalf of the CITY and between the CITY, the Architect, Engineers, and the Construction Manager at Risk (CMR).

Pre-Construction Services:

- a. Review annual budget items to assist CITY in prioritizing these items and refining item budget cost estimates.
 - b. Identify for the CITY a list of Project Consultant professionals required to develop the Project that have not already been envisioned.
 - c. Assist the CITY in the solicitation of Design Professional and Construction Manager at Risk (two separate qualifications based solicitations).
 - d. Develop an initial Project development schedule describing the steps and duration of the major tasks required to develop the Project.
 - e. Identify other parameters, such as code, zoning, land use or other such restrictions, which have a potential impact on the design development or construction of the Project.
 - f. Work with Project Architect to refine the current Project program and master plan.
 - g. Review and refine the preliminary Project budget outlining the expected costs to develop the Project.
 - h. Develop the organizational structure of the development team, establish responsibilities
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and line of authority and establish communication procedures to be used throughout the development process.

Design Completion Phase:

- a. Manage the design and development team (including, without limitation, the Project Architect and the CITY's Representatives) throughout the entire documentation process to ensure adherence to the approved program, budget, and schedule.
- b. Provide periodic review of design documents for general compliance with approved program.
- c. Review value engineering alternates required to maintain the Project budget.
- d. Identify possible design changes to reduce construction costs.
- e. Identify required site studies, such as soil and environmental reports, necessary to design and obtain construction permits for the Project.
- f. Assist the CITY, Project Architect and/or CMR in the review of the Project with code officials and submission of the Project to obtain required building permits.
- g. Review CMR submittals and make recommendations. Assist the CITY with negotiating the CMR contracts and Project Architect contract if project delivery method requires this action.
- h. Develop and manage a Project accounting process to include receipt and review of all Project- related invoices and payment applications, and assembly of such documents into a monthly draw package. Submit this package to the CITY with recommendation for payment and manage and/or monitor payment by the CITY.
- i. Establish and monitor any FF&E delivery/procurement process with CITY staff for adherence to the approved Project budget and schedule.
- j. Maintain Project records and Project communication procedures throughout the development process.
- k. Provide recommendations on selection of Project Consultants.

Construction Phase:

- a.
 - b. Monitor the development and maintenance of the construction schedule by the CMR, and
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maintain and update the overall Project schedule as necessary.

- c. Conduct regular on-site meetings with the CMR, Project Architect, and other appropriate development team members (including, without limitation, the CITY's Representatives) to coordinate and maintain the construction process.
 - d. Review and coordinate all Requests for Information from the CMR for timely response by the Project Architect. Review and monitor all supplemental instructions and directives for potential impact on the Project budget and schedule.
 - e. Review all invoices and applications for payment from the CMR, (supplemental to Architect of Record's certification), and design team and include all approved requests in the monthly draw package to be submitted to the CITY for payment.
 - f. Provide a monthly report to the CITY that summarizes the status of the Project costs and schedule.
 - g. Review change orders submitted by the CMR (with a total submitted value of less than \$50,000.00) for appropriateness and accuracy and recommend acceptance and/or payment of such changes to the CITY.
 - h. Monitor the submission of shop drawings and product samples by the CMR and response and review by the Project Architect for timeliness and appropriateness.
 - i. Monitor the procurement, warehousing, delivery, and installation of any FF&E with CITY staff and associated vendors and contractors to ensure timeliness.
 - j. Develop with the design team and CMR the construction punch lists for all areas of the Project. Monitor implementation and completion of all punch list items.
 - k. Monitor the acquisition of all government approvals, by the CMR, required to receive all requisite certificates of occupancy, including, without limitation, all site plans, special exception, subdivision, zoning, and other land use approvals.
 - l. Maintain all Project records throughout the construction process.
 - m. Coordinate with third-party insurance and risk management Owners Representatives and monitor compliance with insurance requirements by the CMR, Project Architect, and Project Owners Representatives.
 - n. Provide advice and assistance to the CITY in resolving construction issues, claims, and disputes prior to engagement of a lawyer to handle the matter (excluding legal advice and arbitration and litigation support).
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- o. Recommend appropriate levels of contingency to carry during all phases of the Project.

Post- Construction Phase:

- a. Assist the CMR and CITY in conducting all move-in operations, equipment demonstrations and training, system start-ups and testing, and other transitional requirements.
 - b. Manage the close-out of the construction contract; punch list completion and receipt of documentation of all final lien waivers and other close-out documents, such as as-built surveys.
 - c. Close out the Project accounting and provide the final status of the Project budget.
 - d. Obtain on behalf of CITY, and turn over to operations all keys, manuals, plans, and specifications, and all product and warranty information pertaining to the Project.
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EXHIBIT B

FEES

CODE	DESCRIPTION	TOTALS	RFQ REF	NOTES
01	PRE-CONSTRUCTION PHASE SERVICES			
BASIC SERVICES-PERIODIC, MONTHLY & ONE TIME TASKS				
01.1	Assist developing/confirming Project Budget		PrC.a, g	
DELIVERABLE:	Detailed Project Budget documents		C.o	
01.2	Assist development of Project Consultants List		PrC.b	
DELIVERABLE:	Project Consultants List document			
01.3	Assist development of Project Schedule detailing Pre-Con		PrC.d	
DELIVERABLE:	Project Program Schedule		DC.e	
01.4	Assist development of Design Program		PrC.e, f	Design Program deliverable by AE
DELIVERABLE:	Program Recommendations			
01.5	Assist development of Project Team Authority/Responsibility Chart		PrC.h	
DELIVERABLE:	Project Team Authority/Responsibility Chart			
01.6	Assist development of Project Schedule/Cost Control requirements			
DELIVERABLE:	Project Schedule/Cost Control Recommendations			
01.7	Monitor/Manage Project Team Responsibilities		DC.a	
DELIVERABLE:	Periodic Project Action List			
01.8	Assist development of RFQ/RFP for Project Consultants/CMR		PrC.c	Include Geotech, AV, FFE, Security, CMT
DELIVERABLE:	RFQ/RFP and Scoring Documents		DC.i, k	
01.9	Assist contract negotiations for all Project parties			
DELIVERABLE:	Contract recommendations			
01.10	Assist in assessing presented VE opportunities		DC.c, d	VE assessment only
DELIVERABLE:	Periodic documentation as required			
01.11	Support AHJ Review Process		DC.f	
DELIVERABLE:	Periodic documentation as required			
01.12	Owner Consultants Invoice Review and Recommendations		DC.h	
DELIVERABLE:	Recommendation document as required			
MONTHLY TOTAL FOR PRECONSTRUCTION PHASE SERVICES		\$9,370.00		
ESTIMATED MONTHS OF PRECONSTRUCTION		12		
PRE-CONSTRUCTION PHASE SERVICES TOTAL		\$112,440.00		

02 CONSTRUCTION PHASE SERVICES (through Substantial Completion)

BASIC SERVICES-PERIODIC, MONTHLY & ONE TIME TASKS

02.01	Review/Report on CM Project Schedule Baseline	C.b	
DELIVERABLE:	Project Schedule Baseline Review Report		
02.02	Review/Report on CM Project Schedule of Values		
DELIVERABLE:	Project Schedule of Values Review Report		
02.03	Represent Owner at periodic OAC Meetings	C.c	
DELIVERABLE:	Document response to Meeting Record as required		
02.04	Review/Report on CM Project Schedule Update (monthly)	C.b, i	Monitor Owner activities
DELIVERABLE:	Project Schedule Update Review Report		
02.05	Owner Consultants Invoice Review and Recommendations	C.e	CMT, Threshold, AE
DELIVERABLE:	Recommendation document as required		
02.06	Monitor NTO/Lien Release process on behalf of the Owner		Include OTB on NOC
DELIVERABLE:	NTO/Partial/Final Release Log		
02.07	Review/Report on CM Application for Payment (monthly)	C.e	Supplemental to AE Certification
DELIVERABLE:	Project Costing Report		
02.08	Review/Report on Direct Material Purchase processing (monthly)	C.e	Supplemental to AE Certification
DELIVERABLE:	Project Costing Report		
02.09	Monitor RFI/ASI/Submittal progress through logs	C.d, h	
DELIVERABLE:	Periodic documentation as required		
02.10	Negotiate CO's below \$50k (submitted cost)	C.d, h	
DELIVERABLE:	Periodic documentation as required		
02.11	Produce Executive Summary Report (monthly)	C.f	
DELIVERABLE:	Executive Summary Report-Construction Phase		
MONTHLY TOTAL FOR CONSTRUCTION PHASE SERVICES		\$9,524.00	
ESTIMATED MONTHS OF CONSTRUCTION		15	
CONSTRUCTION PHASE SERVICES TOTAL		\$142,860.00	

CODE	DESCRIPTION	TOTALS	RFQ REF	NOTES
03	CLOSE-OUT PHASE SERVICES			
BASIC SERVICES-ONE TIME TASKS				
03.1 DELIVERABLE:	Assist with Owner Move-in and Set-up Move-In Schedule		PoC.a	
03.2 DELIVERABLE:	Assist with Owner Final Punch on Owner's behalf Owner Punch List/Project Closeout Report		C.j PoC.b	
03.3 DELIVERABLE:	Confirm completion of all contractual obligations Project Closeout Report			
03.4 DELIVERABLE:	Reconcile Project Budget with all project costs Project Closeout Report		PoC.c	
03.5 DELIVERABLE:	Review Close-Out Document package (general review) Project Closeout Report		PoC.b	Supplemental to AE Review
03.6 DELIVERABLE:	Coordinate Owner Training on vendor equipment Project Closeout Report		PoC.a	
03.7 DELIVERABLE:	Coordinate Facility Turn Over Project Closeout Report		PoC.d	
03.8 DELIVERABLE:	Assist with 11 month Warranty Review Warranty Report			
CLOSE-OUT PHASE SERVICES TOTAL		\$23,940.00		
BASIC SERVICES TOTAL-ALL PHASES		\$279,240.00		

EXHIBIT C

INSURANCE REQUIREMENTS

Before performing any work under this Agreement, the CONSULTANT shall procure and maintain, during the life of the Agreement, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the CITY and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best and Company rating of no less than A: VII. No changes are to be made to these specifications without prior written specific approval by the CITY.

1. The City of Venice is to be specifically included as an **ADDITIONAL INSURED** (with regards to General Liability and Business Auto).
2. The City of Venice shall be named as Certificate Holder. *Please Note that the Certificate Holder should read as follows:*

The City of Venice
401 W. Venice Avenue
Venice, FL 34285

No CITY Division, Department, or individual name should appear on the certificate. **NO OTHER FORMAT WILL BE ACCEPTABLE.**

3. The “Acord” certification of insurance form should be used.
 4. Required Coverage
 - a) **Commercial General Liability:** including but not limited to bodily injury, property damage, contractual liability, products and completed operations, and personal injury with limits of not less than \$1,000,000 per occurrence, \$1,000,000 aggregate covering all work performed under this Agreement. Include broad form property damage (provide insurance for damage to property under the care custody and control of the CONSULTANT)
 - b) **Business Auto Policy:** including bodily injury and property damage for all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000 combined single limit covering all work performed under this Agreement.
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- c) **Workers Compensation:** CONSULTANT will provide Workers Compensation Insurance on behalf of all employees, including sub-contractors, who are to provide a service under this Agreement, as required under Florida Law, Chapter 440, and Employers Liability with limits of not less than \$100,000 per employee per accident; \$500,000 disease aggregate; and \$100,000 per employee per disease.
- d) **Professional Liability:** with limits of not less than \$1,000,000 for professional services rendered in accordance with this Agreement. CONSULTANT shall maintain such insurance for at least two (2) years from the termination of this Agreement and during this two (2) year period the CONSULTANT shall use their best efforts to ensure that there is no change of the retroactive date on this insurance coverage. If there is a change that reduces or restricts the coverage carried during the Agreement, the CONSULTANT shall notify the CITY's Administrative Services Department within thirty (30) days of the change.

5. Policy Form:

- a) All policies required by this Agreement, with the exception of Workers Compensation and Professional Liability, or unless specific approval is given by the CITY, are to be written on an occurrence basis, shall name the City of Venice, its Elected Officials, Officers, Agents, Employees as additional insured as their interest may appear under this Agreement. Insurer(s), with the exception of Workers Compensation, shall agree to waive all rights of subrogation against the City of Venice, its Elected Officials, Officers, Agents, and Employees.
 - b) Insurance requirements itemized in this Agreement, and required of the CONSULTANT, shall be provided on behalf of all applicable subcontractors to cover their operations performed under this Agreement. The CONSULTANT shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.
 - c) Each insurance policy required by this Agreement shall:
 - (1) apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability;
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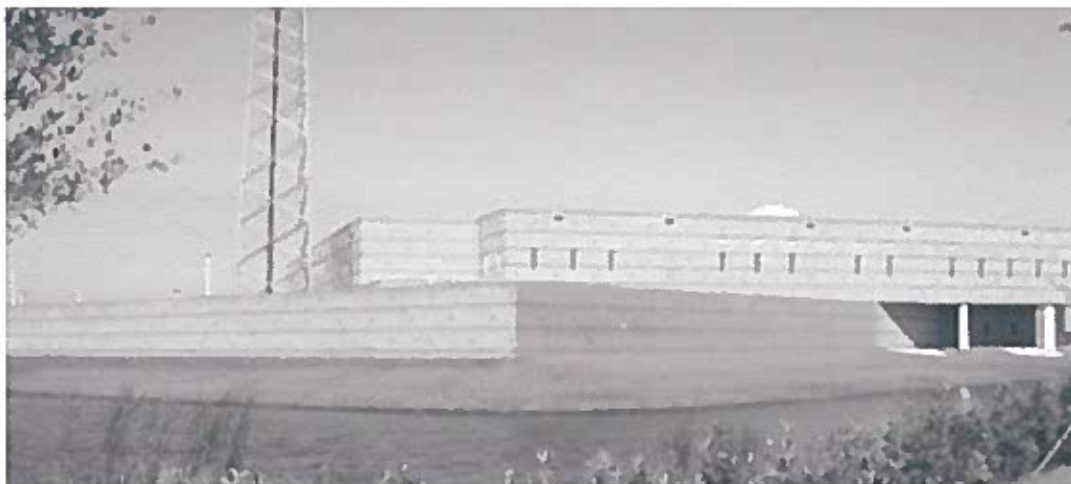
(2) be endorsed to state that coverage shall not be suspended, voided or canceled by either party except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to the CITY's Director of Administrative Services.

- d) The CITY shall retain the right to review, at any time, coverage form, and amount of insurance.
 - e) The procuring of required policies of insurance shall not be construed to limit CONSULTANT's liability nor to fulfill the indemnification provisions and requirements of this Agreement.
 - f) The CONSULTANT shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of any deductible and/or retention to which such policies are subject, whether or not the CITY is an insured under the policy. In the event that claims in excess of the insured amounts provided herein are filed by reason of operations under the Agreement, the amount excess of such claims, or any portion thereof, may be withheld from any payment due or to become due to the CONSULTANT until such time the CONSULTANT shall furnish additional security covering such claims as may be determined by the CITY.
 - g) Claims Made Policies will be accepted for professional and hazardous materials and such other risks as are authorized by the CITY. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two years. If provided as an option, the CONSULTANT agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.
 - h) Certificates of Insurance evidencing Claims Made or Occurrence form coverage and conditions to this Agreement, as well as the CITY's Bid Number and description of work, are to be furnished to the CITY's Director of Administrative Services, 401 West Venice Avenue, Venice, FL 34285, ten (10) business days prior to commencement of work and a minimum of thirty (30) calendar days prior to expiration of the insurance policy.
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- i) Notices of Accidents and Notices of Claims associated with work being performed under this Agreement, shall be provided to the CONSULTANT's insurance company and the CITY's Director of Administrative Services, as soon as practicable after notice to the insured.
 - j) All property losses shall be payable to, and adjusted with, the CITY.
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EXHIBIT D

CONSULTANT'S Proposal to CITY'S Request for Qualifications RFQ Number 3067-17



PUBLIC SAFETY FACILITY

Venice, Florida

**Owner's Representative/
Project Management Services**
Request for Qualifications (RFQ #3067-17)

21JUN2017

Prepared For:

CITY OF VENICE, FLORIDA

Submitted By:



CONSULTING, Inc.



CONSULTING, Inc.

June 21, 2017

Procurement - Finance Department
City of Venice
401 West Venice Avenue, Room #204
Venice, Florida 34285

RE: City of Venice Public Safety Facility (RFQ #3067-17)
Owner's Representative/Project Management RFQ Response
Tab 1 - Letter of Interest

Dear Selection Committee Member,

It is a pleasure to present this proposal for Owner's Representative/Project Management Services on behalf of Otb Consulting for your consideration. We understand all services associated with this proposal are to be provided to the City of Venice for matters concerning the design and construction of the **Public Safety Facility** located in Venice, Florida.

As a preview of the information provided, I'd like to point out two important themes you'll see. First, our **knowledge and experience in both the design and construction process**, which allows us to "bridge the gap" and ensure a seamless transition from documents to building. Second, in addition to assignments we've completed representing owners (including the Manatee County EOC), we also bring experience in the scheduling and claims areas. This additional expertise provides an elevated level of oversight, and has been very effective in compelling progress, mitigating issues and limiting the Owner's liability. **Tab 5** includes more information about our methodology, which I believe you will see aligns well with the requirements of this assignment as described in the RFQ.

I appreciate this opportunity to offer the services of Otb Consulting, and look forward to working with the City of Venice staff on this important assignment. I am available at your convenience to answer any questions you might have.

Best Regards,

Otb CONSULTING, Inc.

A handwritten signature in black ink, appearing to read "Ron Ford", is written over the printed name and title.

Ron Ford
President



Contents

▶ Tab 2 Staffing and Qualifications	2
▶ Tab 3 Experience and References	3
▶ Tab 4 Availability for Assignment	9
▶ Tab 5 Methodology and Basic Services	
Otb Methodology	10
General Services	11
Pre-Construction Phase Services	12
Construction Phase Services	14
Closeout Phase Services	16
▶ Tab 6 Required Forms/Certificates	17
Qualifications Statement	
Project Team	
Public Entity Crime Information	
Drug Free Workplace	
Indemnification/Hold Harmless	
Certification Regarding Debarments, Suspension, Ineligibility and Voluntary Exclusion	
Conflict/Non Conflict of Interest and Litigation Statement	
Non-Collusion Affidavit	
Certificate of Insurance	
Worker's Compensation Exemption	
Addendum One Receipt Acknowledgment	



Tab 2 Staffing and Qualifications

All duties for this assignment will be performed exclusively by **Mr. Ron Ford**, President of Otb Consulting.

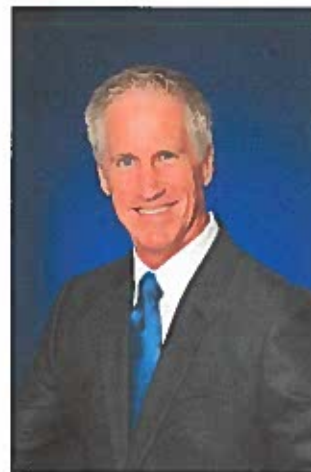
Since starting Otb over 15 years ago, Mr. Ford has successfully represented public and private sector owners on multiple projects. He has also provided project scheduling and claims services, working directly with attorneys, contractors and subcontractors. He is a licensed architect with over 30 years experience in the design and construction industry.

Mr. Ford is skilled in all areas of Project Development including programming, project management, claims review, cost analysis and negotiations, with expertise in document control, risk evaluation and project scheduling. He is proficient with the premier construction project scheduling software Primavera P6 as well as other scheduling software.

He has been involved with LEED certified projects and is familiar with sustainable construction concepts. He has also completed various post-occupancy assignments such as forensic scheduling and analysis, warranty review and code compliance investigations.

Mr. Ford is a graduate of Boston Architectural College (BAC) and the University of Florida. He holds an architectural license from the State of Florida, is a member of the National Council of Architectural Registration Boards and an associate member of the American Bar Association.

A representative listing of Mr. Ford's project experience can be found in **Tab 3 - Experience and References**.





Tab 3 Experience and References

Manatee County Emergency Operations Center

Bradenton, Florida

PROJECT:

The Manatee County Emergency Operations Center (EOC), located in Bradenton, Florida is a hurricane resistant structure, designed to be self sufficient and remain operational through disaster events. The two story facility houses emergency operations including 9-1-1 response, traffic management, emergency communications and information technologies. It was completed in 2007 at a construction cost of approximately \$50 million.

ASSIGNMENT:

Otb provided full Owner Representation services to Manatee County, including review of the Baseline Construction Schedule and periodic Schedule Updates, Contract Modification review and negotiations (Time Extensions and Change Orders) and budget monitoring. Otb attended all project meetings on behalf of Manatee County and provided general administration and advisory assistance on all issues.



CONTACT: **Ms. Karen Windon**
 Deputy County Administrator
 Manatee County
 (941) 745-3799





Tab 3 Experience and References

Manatee County Judicial Center

Bradenton, Florida

PROJECT:

The Manatee County Judicial Center is located in the Central Business District of Bradenton, Florida. The project consists of a new nine story structure housing courtrooms, administrative and support spaces for judicial proceedings, and renovation of the existing county sheriff's building into additional administrative space. It was completed in 2008 at a construction cost of approximately \$70 million.

ASSIGNMENT:

Otb provided full Owner Representation services to Manatee County, including review of the Baseline Construction Schedule and periodic Schedule Updates, Contract Modifications review and negotiation (Time Extensions and Change Orders) and budget monitoring. Otb attended all project meetings on behalf of Manatee County and provided general administration and advisory assistance on all issues.



CONTACT: **Mr. Dan Schlandt**
 Deputy County Administrator
 Manatee County
 (941) 745-3732 (office)





Tab 3 Experience and References

DaySpring Camp & Conference-Program Center

Parrish, Florida

PROJECT:

The Program Center facility at the DaySpring Camp & Conference Center is Phase One of a three phase Master Plan. DaySpring is an entity of the Episcopal Dioceses of Southwest Florida. The Program Center is a one story structure includes a large Multi Purpose Room, classrooms, common lobby, support spaces and a large pool and deck area. The Program Center facility was completed in 2017 at a construction cost of approximately \$5 million.



ASSIGNMENT:

Otb provided full Owner Representation services to the EDSWFL, including Design Team, Construction Manager and Owner Vendor selections, contract negotiations, review of the Baseline Construction and Schedule

Updates, Contract Modification review and negotiation (Time Extensions and Change Orders) and budget monitoring. Otb attended all project meetings on behalf of Manatee County and provided general administration and advisory assistance on all issues.

CONTACT:

Ms. Anne Vickers

CFO/Cannon for Finance and Administration

Episcopal Diocese of Southwest Florida

(941) 556-0315 Office





Tab 3 Experience and References

Ferman BMW/Mini Cooper Dealership

Palm Harbor, Florida

PROJECT:

The Ferman BMW/Mini automobile dealership, includes a new Showroom and an expansive addition to the existing Service Building for the BMW component. It also includes a renovation of the Mini Cooper Showroom and extensive site reconfiguration. The project was completed in 2013 at a construction cost of approximately \$10 million.

ASSIGNMENT:

Otb provided full Owner Representation services to Ferman Management Services, including review of the Baseline Construction Schedule and periodic Schedule Updates, Contract Modification review and negotiation (Time Extensions and Change Orders) and budget monitoring. Otb attended all project meetings on behalf of Manatee County and provided general administration and advisory assistance on all issues.



CONTACT: **Mr. Steve Straske**
Vice President & Corporate Counsel
Ferman Management Services
(813) 251-2765, ext 1228 Office





Tab 3 Experience and References

Tampa Law Offices of Hill Ward Henderson

Tampa, Florida

PROJECT: Renovation of existing law firm offices. 70,000 square feet on 4 Levels in the Bank of America building downtown Tampa. Staged construction sequencing with temporary relocations by floor. Construction cost \$4 million.

ASSIGNMENT: Owner Representation, including contract review, Project Schedule review, cost analysis and negotiations for contract scope changes, meeting management and general consultation.

CONTACT: **Mr. Tim Hunt**
Lead Construction Litigator
Hill Ward Henderson, P.A.
(813) 227-8451 Office

Tampa Bay History Center

Tampa, Florida

PROJECT: Third Floor Expansion and modifications, including new Exhibit area and support facilities. Construction cost \$3.75 million.

ASSIGNMENT: Payment Application review and verification. Notice to Owner monitoring for Subcontractor contracts and Direct Material Purchase scopes; Partial and Final Release of Lien tracking and verification.



Florida Aquarium

Tampa, Florida

PROJECT: Expansion and renovation of existing Florida Aquarium. Construction cost \$14 million.

ASSIGNMENT: Owner Representation, including contract review, Construction Manager selection, Owner vendor selection, Project Schedule review, cost analysis and negotiations for contract scope changes, meeting management and general consultation.



Tab 3 Experience and References

JFK Airport New York, New York

PROJECT: Renovation of main runway 13R31L. Construction cost \$218 million.

ASSIGNMENT: Baseline Construction Schedule development submitted to New York State DOT.

Wittpenn Bridge Jersey City, New Jersey

PROJECT: Lift Span Type Bridge. Construction cost \$120 million.

ASSIGNMENT: Baseline Construction Schedule development and periodic schedule updating for submission to the New Jersey DOT.



Staten Island Expressway Staten Island, New York

PROJECT: Road reconstruction and expansion. Construction cost \$110 million.

ASSIGNMENT: Baseline Construction Schedule development submitted to New York State DOT.

Ferman Management Services Multiple Locations in west central Florida

PROJECT: Multiple automotive type construction projects including new dealerships, collision center and renovations. Construction costs vary to \$7 million.

ASSIGNMENT: Owner Representation including selection and contract negotiation of consultants, Owner vendors and Construction Manager, master project scheduling, master budget development.

New Riviera Nursing and Rehabilitation Center Miami, Florida

PROJECT: Nursing and Rehabilitation facility-5 Levels, 223 beds, 135 rooms with full support facilities. Construction cost \$23 million.

ASSIGNMENT: Claim preparation including document review, As-Built construction schedule and impacts development. Provide *Architect Performance Opinion Report* with forensic schedule delay analysis.

PROJECT TEAM

TEAM NAME: Otb Consulting

FEDERAL ID No.: 01-0717524

Prime Role	Name & City of Residence of Individual Assigned to the Project	No. of Years Experience	Education, Degree(s)	Florida Active Registration Nos.
Principle-in-Charge	Ronald A. Ford - Tampa	30	B of Design B of Architecture	AR0013377
Project Manager				
Project Architect				
Project Construction Administrator				
Other Key Member				
Other Key Member				
Sub-consultant Role	Company Name and Address of Office Handling this Project		Projected % of Overall Work on the Entire Project	Name of Individual Assigned to Project
None				

PUBLIC ENTITY CRIME INFORMATION

A person or affiliate who has been placed on the State of Florida's convicted vendor list following a conviction for a public entity crime may not submit an RFQ proposal on a contract to provide any goods or services to a public entity, may not submit a response on a contract with a public entity for services in the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Consultant, supplier, Sub-Consultant, 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 Section 2876.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

I, Ronald A. Ford, being an authorized representative of the firm of
Otb Consulting, Inc., located at City: Tampa
State: Florida Zip: 33609, have read and understand the contents of the
Public Entity Crime Information and of this formal RFQ package, hereby submit our proposal
accordingly.

Signature: 

Date: 6/19/2017

Phone: (813) 205-9774

Fax: None

Federal ID#: 01-0717524

DRUG FREE WORKPLACE

Preference shall be given to business with drug-free workplace programs. Whenever two or more RFQs, which are equal with qualifications and service, are received by the City for the procurement of commodities or contractual services, an RFQ received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, your firm 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 action 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 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 an RFQ, 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 RFQ, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea 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.

Concur X

Variance

6/19/2017

Date

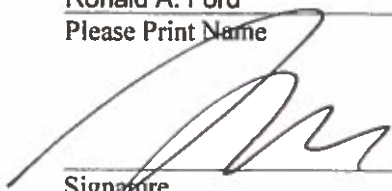

Consultant's Signature

INDEMNIFICATION/HOLD HARMLESS

The elected firm shall indemnify and hold harmless the City and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the elected firm and other persons employed or utilized by the elected firm in the performance of the contract.

I, Ronald A. Ford, being an authorized representative of the firm of
Otb Consulting, Inc. located at City Tampa, State
Florida, Zip Code 33609 Phone: (813) 205-9774 Fax:
None. Having read and understood the contents above, hereby submit
accordingly as of this Date, June 19, 2017.

Ronald A. Ford
Please Print Name


Signature

This signed document shall remain in effect for a period of one (1) year from the date of signature or for the contract period, whichever is longer.

**CERTIFICATION REGARDING DEBARMENTS, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION-LOWER TIER FEDERALLY FUNDED TRANSACTIONS
STATE OF FLORIDA GRANT ASSISTANCE PURSUANT TO
AMERICAN RECOVERY AND REINVESTMENT ACT UNITED STATES
DEPARTMENT OF ENERGY AWARDS**

1. The undersigned hereby certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. The undersigned also certifies that it and its principals:
 - a. Have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - b. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2.(a) of this Certification; and (b) Have not within a three-year period preceding this certification had one or more public transactions (Federal, State or Local) terminated for cause or default.
3. Where the undersigned is unable to certify to any of the statements in this certification, an explanation shall be attached to this certification.

Dated this 19th day of June, 2017.

By: 

Authorized Signature

Ronald A. Ford, President

Typed Name of Title

Otb Consulting, Inc.

Recipient's Firm Name

305 South MacDill Avenue

Street Address

Tampa, FL 33609

City/State/Zip Code

CONFLICT/NON CONFLICT OF INTEREST AND LITIGATION STATEMENT

CHECK ONE

- ☒ To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients, contracts, or property interest for this project.

OR

- ☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

LITIGATION STATEMENT

IN FLORIDA ONLY, JUDGMENTS AGAINST THE FIRM, AND SUITS AGAINST CITY OF VENICE. INCLUDE ACTIONS AGAINST THE FIRM BY OR AGAINST ANY LOCAL, STATE, OR FEDERAL REGULATORY AGENCY.

CHECK ONE

- ☒ The undersigned firm has had no litigation adjudicated against the firm on any projects in the last five (5) years and has filed no litigation against City of Venice in the last five (5) years.

OR

- ☐ The undersigned firm, BY ATTACHMENT TO THIS FORM, submits a summary and disposition of individual cases of litigation in Florida adjudicated against the firm during the past five (5) years; all legal actions against City of Venice during the past five (5) years; and actions by or against any Federal, State and local agency during the past five (5) years.

Company Name: Otb Consulting, Inc

Authorized Signature: 

Name (print or type): Ronald A. Ford

Title: President

Failure to check the appropriate blocks above may result in disqualification of your proposal. Failure to provide documentation of a possible conflict of interest, or a summary of past litigation, may result in disqualification of your proposal. Should additional information regarding the above items come to the attention of City of Venice after award, the awarded contract shall be subject to immediate termination.

NON-COLLUSION AFFIDAVIT

State of Florida

County of Hillsborough

} SS.

Ronald A. Ford

being first duly sworn, deposes and says that:

1. He/she is the Owner, (Owner, Partner, Officer, Representative or Agent) of Otb Consulting, Inc. the Proposer that has submitted the attached Proposal;
2. He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or have in any manner, directly or indirectly sought by agreement or collusion, or have in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any Proposer, firm, or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposal Work.

Signed, sealed and delivered
in the presence of:

Darrelle Hill
Darrelle Hill
Julie Wyman
Julie Wyman

By: [Signature]

Ronald A. Ford
(Printed Name)

President
(Title)

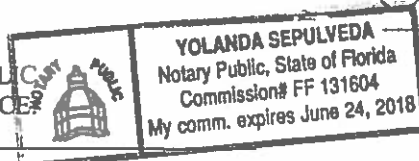
ACKNOWLEDGEMENT

State of Florida

County of Hillsborough

On this the 19 day of June, 2017, before me, the undersigned Notary Public of the State of Florida, personally appeared Ronald A Ford and (Names of individual(s) who appeared before Notary) whose name(s) in/are subscribed to within instrument, and he/she/they acknowledge that he/she/they executed it.

NOTARY PUBLIC
SEAL OF OFFICE



[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

(Name of Notary Public: Print, stamp, or type as commissioned)

☐ Personally known to me, or ☒ Produced Identification: Driver License ☒ DID take an oath, or ☐ DID NOT take an oath



CERTIFICATE OF LIABILITY INSURANCE

SVY
R045DATE (MM/DD/YYYY)
6/14/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME:	
USI INSURANCE SERVICES LLC/PHS		PHONE (A/C, No, Ext): (866) 467-8730	
227559 P: (866) 467-8730 F: (877) 538-8526		FAX (A/C, No): (877) 538-8526	
PO BOX 29611		E-MAIL ADDRESS:	
CHARLOTTE NC 28229		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Hartford Casualty Ins Co	
		NAIC# 29424	
INSURED		INSURER B:	
OTB CONSULTING, INC.		INSURER C:	
305 S MACDILL AVE		INSURER D:	
TAMPA FL 33609		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY			21 SBM ZJ0595	12/08/2016	12/08/2017	EACH OCCURRENCE	\$1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
	<input checked="" type="checkbox"/> General Liab						MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:								
	POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC							\$
	OTHER:							\$
A	AUTOMOBILE LIABILITY			21 SBM ZJ0595	12/08/2016	12/08/2017	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY	<input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
								\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
								\$
	DED		RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. DISEASE- EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

FOR INFORMATIONAL PURPOSES ONLY

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION
NON-CONSTRUCTION INDUSTRY
CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA
WORKERS' COMPENSATION LAW



EFFECTIVE: 07/31/2012 EXPIRATION DATE: N/A

PERSON: RONALD A FORD

FEIN: 010717524

BUSINESS NAME AND ADDRESS:

OTB CONSULTING INC
4021 WEST PALMIRA AVE
TAMPA, FL 33629

SCOPE OF BUSINESS OR TRADE:

1- ARCHITECT OR ENGINEER-CONSULTI

CITY OF VENICE PROCUREMENT- FINANCE DEPARTMENT

401 W. VENICE AVE. - ROOM # 204

VENICE, FL. 34285

(941) 486-2626

FAX (941) 486-2790

ADDENDUM NO. 1

Date: June 13, 2017

To: All Prospective Proposers

Re: RFQ #3067-17 Owner's Representative / Project Management Services for City of Venice Public Safety Facility

This addendum sets forth changes and/or information as referenced and is hereby made part of and should be attached to the subject Contract Documents. Receipt of this Addendum shall be acknowledged below and in the submitted proposal. It shall be the responsibility of each proposer, prior to submitting a proposal, to contact the City of Venice- Procurement- Finance Department to determine if addenda were issued and to make such addenda a part of their proposal.

The following questions have been received in writing:

- Q. What does the City mean by "qualified licensed Consultant" (page 10 – Section 2: Scope of Work)? What licensure are you looking for?
- A. I'm not aware of any specific license required for an OR in a strict consulting role. If any type of design or construction (contracting) services are provided, then they would need to be licensed accordingly. If an OR owns or is employed by a design or construction firm then I can see verifying that their applicable licenses are in good standing even if not required for this scope of work.
- Q. On page 20 of the RFQ, the City outlines the team's "Ability to perform the services expeditiously at the request of the City. Location and availability of technical support people and assigned project manager." In the description of the services references required services as including: ecological, hydrogeological, structural engineering, etc.). These are not services typically required of an Owner's Representative. Is the City seeking these services to be provided by the OR and not the architect?
- A. These services will most likely be provided by the Architect.
- Q. The RFQ references professional registration required to perform design and permitting activities? Can we assume that the City will be selecting a design professional with assistance from the OR and not requesting design services and therefore design registration is not necessary?
- A. Yes, the City will be selecting a Design Professional.

Q. The "reuse of design ideas" section of the RFQ seems to be related to Design rather than Owner's Representation. Does this section not apply?

A. Correct.

Q. Is a Certificate of Insurance required as part of the RFQ response submittal?

A. Yes, a Sample COI must be submitted. The City does not have to be named "additional insured" on the sample COI.

Q. Project team sheet shows a "Project Architect" line item. Based on the solicitation a project architect should not be needed to perform these services. Please advise if listing an architect is necessary for submission.

A. No, it is not required.

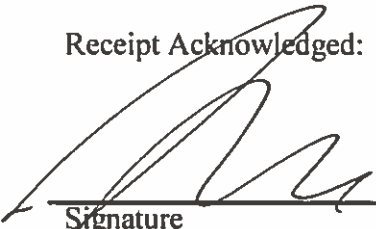
Q. Will the City provide a Geotechnical/testing laboratory or do we need to provide as part of the project team?

A. Most likely, this will be a Task for the Architect's team.

Peter A. Boers
Procurement Department

Acknowledgment is requested even if you have elected not to respond to this bid. A designated management representative of your firm can sign the receipt for this addendum. Please acknowledge receipt of this addendum immediately by fax to (941) 486- 2790 or mail to the above noted address, if a fax is not possible.

Receipt Acknowledged:



Signature

Otb Consulting, Inc.

Company

6/19/2017

Date

A copy of this addendum (excluding attachments) is to be included with the proposal response.