



Request for Proposal #20-11
Marina Fuel Dispenser Replacements

Proposals due by December 16, 2020
At 1:00 pm: City Hall
300 Municipal Drive
Madeira Beach, FL 33708

CONTACT:

Brian Rau, Marina Manager
Phone: (727)399-2631
Email: brau@madeirabeachfl.gov

REQUEST FOR PROPOSAL

Notice is hereby given that the City of Madeira Beach will be accepting sealed proposals for Marina Fuel Dispenser Replacements for the City's municipal marina.

Sealed proposals clearly labeled Request for Proposal for Marina Fuel Dispenser Replacements will be received until 1:00 PM on December 9, 2020 at City of Madeira Beach City Hall.

The City of Madeira Beach reserves the right to reject or accept any proposal or to waive any irregularities in any proposal deemed to be in the best interest of the City of Madeira Beach.

INTRODUCTION

The City of Madeira Beach operates a municipal marina at 503 150th Avenue Madeira Beach, FL. The marina's services include the sale of fuel to boaters from 2, 2 sided dispensers. One for unleaded, one for diesel. The dispensers currently in use are reaching the end of their useful life and therefore the City is, through this RFP, soliciting proposals from interested Proposers for the safe removal of the current dispensers and the replacement of them with new dispensers as are more fully described in the Scope of Services. The new dispensers must be compatible with pure fuel / Scribble software. The City expects this project to begin by February 1, 2021 and to be completed within 2 working days.

Vendors are required to submit written proposals that present the vendor's qualifications and understanding of the work to be performed. The vendor's proposal should be prepared simply and economically and should provide all the information it considers pertinent to its qualifications for the specifications listed herein.

The proposal must be submitted via mail or in person no later than 1:00 PM on December 16, 2020, directly to the City Hall at the following address:

City of Madeira Beach
Attn: Brian Rau
Re: Request for Proposal for Marina Fuel Dispenser Replacements
300 Municipal Dr
Madeira Beach, FL 33708

NOTIFICATION: The City utilizes the following methods for notification and distribution of solicitation opportunities:

- City of Madeira Beach website www.madeirabeachfl.gov
- Demand Star

These are the only methods of notification and distribution authorized by the City.

PART A

ADDENDA: Any interpretations, corrections, or changes to this REQUEST FOR PROPOSAL will be made by addenda. Sole issuing authority shall be vested in the marina staff. Addenda will be posted and available through the City notification methods shown above.

SUBMISSION: Sealed Proposals and all copies must be received on or before the Due Date and Time (local time) at the City Hall Lobby reception desk located at 300 Municipal Dr., Madeira Beach, Florida, 33708. Proposals must be presented in a sealed container unless otherwise indicated. All Proposals must be clearly marked “RFP #20-11 - Marina Fuel Dispenser Replacements”. The number of this REQUEST FOR PROPOSAL must appear on all correspondence, or inquiries, pertaining to this proposal. The Proposer’s name, return address, the proposal number, proposal title, Due Date and Time must be noted on the outside of the sealed container. Included in the sealed container shall be:

- One (1) unbound original clearly identifying Proposer and marked “ORIGINAL”.
- Two (2) bound copies clearly identifying Proposer and marked “COPY”
- One (1) USB Electronic copy

LATE PROPOSALS: Hard copy Proposals received at the City of Madeira Beach City Hall after the Due Date and Time shall be considered non-responsive. It is the sole responsibility of Proposer to ensure its Proposal is received by the City by the Due Date and Time. The City is not responsible for the lateness due to weather conditions, delivery service, or any other reasons.

PROPOSAL OPENINGS: All Proposals submitted before the Due Date and Time shall be publicly opened by the Marina Manager at the City Hall Building, located at 300 Municipal Dr. Madeira beach, FL.

SCHEDULE: A summary schedule of the major activities associated with this solicitation is presented below. The City, at its sole discretion, may modify this schedule as the City deems appropriate.

ACTIVITY	DATE
Advertisement for Proposal	December 2, 2020
Non-Mandatory Pre-Proposal meeting	December 9, 2020 @ 1:00 PM
Deadline for Delivery of Questions	December 11, 2020
Answers posted by	December 14, 2020
Proposal Opening	December 16, 2020 @ 1:00 PM
Commission Award of Contract*	January 13, 2021

*Tentative and subject to change

MEETING LOCATIONS:

- **Madeira Beach Municipal Marina** - located at 503 150th Avenue. Madeira Beach, FL 33708
- **POINT OF CONTACT:** For information concerning procedures for responding to this Request for Proposal, contact the Marina Manager via email at brau@madeirabeachfl.gov. Such contact shall be for clarification purposes only.

QUESTIONS: Each Proposer must examine this proposal, which incorporates all its addenda, instructions, special conditions, and attachments to determine if the requirements are clearly stated. All questions concerning this proposal, such as discrepancies, omissions and exceptions to any term or condition of the REQUEST FOR PROPOSAL documents, including the Sample Agreement, should be submitted in writing. Questions of a material nature must be received prior to the Deadline for Delivery of Questions specified in the schedule.

Failure of the Proposer to examine all pertinent documents shall not entitle the Proposer to any relief from the conditions imposed in the Agreement.

SPECIAL TERMS AND CONDITIONS

Addenda, Changes, and Interpretations

Requests for clarification, modification, interpretation, or changes must be received prior to the Deadline for Delivery of Questions. Requests received after the Deadline may not be addressed.

Additionally, all questions received, and responses given will be provided via an addendum to this REQUEST FOR PROPOSAL and uploaded to the City Website and DemandStar.

All addenda are a part of the REQUEST FOR PROPOSAL solicitation documents and each Proposer will be bound by such addenda. It is the responsibility of each Proposer to read and comprehend all addenda issued. Failure of any Proposer to acknowledge an issued addendum in its Response will not relieve the Proposer from any obligation contained therein.

Selection of Proposal

Prior to contract award, any Proposer may be required to show that the company has the necessary facilities, equipment, ability, and financial resources to perform the work specified in a satisfactory manner and within the time specified. In addition, the company must have experience in work of the same or similar nature, and can provide references, which will satisfy the City. The City may conduct such investigations as the City deems necessary to establish the responsibility, qualifications, and financial ability of proposal, suppliers and individuals, or entities to perform the Work in accordance with the Contract Documents. In evaluating whether a Proposer is responsible, the City will consider the qualifications of the Proposer and may consider the qualifications and experience suppliers proposed for those portions of the Work for which the identified suppliers must be submitted as provided in the Proposal Documents. The City will also consider whether the Proposer is of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the City. City, at its sole discretion, may select the Proposer that it believes is appropriately qualified, responsible, and responsive.

Lobbying

Lobbying is prohibited in all City of Madeira Beach competitive selection processes and contract awards including but not limited to, requests for qualifications, proposals, or proposals the award of purchasing contracts of any type. The purpose of this prohibition is to protect the integrity of the procurement process by shielding it from undue influences prior to the contract award, a proposal protest being resolved, or the competitive selection process being otherwise concluded. The prospective Proposer may contact the City's main office as specified on page 1 of this Request for Proposal, to address situations such as clarifications relating to the procurement process or Proposer protest.

Lobbying of evaluation committee members, city government employees, or elected officials regarding Request for Proposals, request for qualifications, invitations to proposal, purchasing contracts, or proposal protests, by the Proposer/protestor any member of the Proposer's/protestor's staff, any agent or representative of the Proposer/protestor, or any person employed by any legal entity affiliated with or representing a Proposer/protestor, is strictly prohibited from the date of the advertisement, or on a date otherwise established by the Board of Commissioners, until either an award is final, any protest is finally resolved, or the competitive selection process is otherwise concluded. Any lobbying activities in violation of this section or on behalf of a Proposer/protestor will result in the disqualification or rejection of the

Proposal, quotation, statement of qualification, Proposal or contract, and may lead to debarment of the Proposer or Proposer/protestor.

For purposes of this provision, lobbying means influencing or attempting to influence action or non-action, and/or attempting to obtain the goodwill of persons specified in this section involved in the selection, ranking, or contract award in connection with any Request for Proposal, request for quotation, requests for qualification, Proposal or purchasing contract through direct or indirect oral or written communication. The final award of a purchasing contract will be the effective date of the purchasing contract.

Any evaluation committee member, city government employee or elected official who has been lobbied must immediately report the lobbying activity to the City Manager.

Binding Offer

A submitted proposal made pursuant to the Request for Proposals will be considered a binding offer to perform the required services, assuming the terms of an agreement between the parties is satisfactorily negotiated. Each Proposal must be signed by a Person who is legally authorized to bind the Proposer to the Proposal. The submission of a proposal will be taken as a prima facie evidence that the proposer has fully familiarized itself with the contents of this Request for Proposals. Proposals will be in force for a period of one hundred and eighty (180) days from the date of the public proposal opening.

The City's Acceptance or Rejection of Proposals

- Reject any and all Proposals that fail to satisfy the requirements and specifications in this REQUEST FOR PROPOSAL
- Accept the Proposal, which is the lowest responsible, responsive proposer.
- Waive minor irregularities in any Proposal
- Issue addenda or otherwise revise the requirements in this REQUEST FOR PROPOSAL
- Reject all Proposals, with or without cause
- Issue requests for new Proposals
- The City concludes that collusion existed among two or more Proposers
- Cancel this Request for Proposal

Proposer's Costs

The City shall not be liable for any costs incurred by Proposers in responding to this RFP.

Anti-Collusion:

Proposer certifies that its Proposal is made without prior understanding, agreement, or connection with any other corporation, firm or person submitting a Proposal for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

Any such violation may result in Agreement cancellation, return of materials or discontinuation of services and the possible removal of Proposer from participation in future City solicitations for a specified period.

The City reserves the right to disqualify a Proposer during any phase of the competitive solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud on the part of the Proposer.

Notification of Public Entity Crimes

Pursuant to Section 287.133, Florida Statutes, you are hereby notified that a person or affiliate who has been placed on the convicted providers list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity; may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals on leases or real property to a public entity; may not be awarded or perform work as a provider, supplier, sub-Proposer, 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 287.017 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted providers list.

Specifications:

The specifications contained in the Scope of Services may include items that are considered minimum, mandatory, or required. If any Proposer is unable to meet or exceed these items and feels that the specifications are overly restrictive, the Proposer must notify the Purchasing Department prior to the Deadline for Delivery of Written Questions. If no such notification is received prior to the Deadline for Delivery of Written Questions, the City will consider the specifications to be acceptable to all Proposers.

Proposal Firm for Acceptance:

Proposer warrants that by virtue of submitting a Proposal, the Proposal and the prices quoted in the Proposal will be firm for acceptance by the City for a period of one hundred fifty days from the Due Date and Time.

Communications:

Only written communications from Proposer, which are signed by a person authorized to bind the Proposer will be recognized by the City as duly authorized expressions on behalf of Proposer.

PART B:

SCOPE OF WORK:

- Purge down diesel line to remove shear valves.
- Disconnect all incoming electric into each dispenser.
- Disconnect dispensing hose past the spin on fuel filter heads.
- Fuel dispensing hose reels and handles will not be replaced.
- Remove 2 existing dispensers.
- Furnish and replace shear valves.
- Furnish and replace existing single product, double hose dispenser for diesel.
- Furnish and replace existing single product, double hose dispenser for gasoline.
- Dispensers should have a flow rate of approximately 20 gallons per minute.
- Dispensers must be compatible with pure fuel / scribble software.
- Furnish and replace 2 x 100' diesel hoses.
- Furnish and replace 2 x 6' hoses from dispenser to reels, one diesel and one gasoline.
- Dispensers to have display of sale/gallons/price on both sides.
- Furnish and replace spin of fuel filters, filter head and connected piping. Filters to be located inside the cabinet.
- Any and all piping needed to compete connections (unions, couplers, etc.) must be made of stainless steel.
- Replace mounting base over sump pan with ¾" PVC board 24"x 36" under both dispensers.
- Reconnect product line to new dispensers.
- Reconnect incoming electric to dispensers.
- Remove all air from diesel and gasoline product lines.
- Perform startup of new dispensers, test, calibrate and ensure proper operation on both dispensers.
- Contractor to dispose of all old materials.
- Contractor to provide all materials, equipment and labor needed to complete the scope of work.
- Contractor must provide a time frame from start to finish (cannot exceed 2 working days).
- Contractor shall have both dispensers operating by February 1, 2021.
- Testing required for DEP shall be completed by fuel contractor. If contractor is not certified to perform the testing, testing shall be done by a certified third party.
- Contractor shall notify DEP at the start and finish of project.

PART C:

PROPOSAL RESPONSE REQUIREMENTS

The information each proposer provides will be used to determine the most qualified proposer and those with the perceived ability to perform the scope of services as stated in the Request for Proposals, which may best meet the overall needs of the City.

An evaluation of responding firms will be conducted for the purposes of clarification of both the firm's ability and prospective benefit to the City. For more information refer to Section D: Evaluation of Proposals.

Information to be Submitted

The information identified in this section must be contained within your proposal. The contents of each proposal must be **separated** and **arranged with tabs and must be organized in the same order and following the same format as listed below**, identifying the response to each specific item.

Section 1: MINIMUM QUALIFICATIONS

Each Proposer shall submit information and documentation requested that confirms it meets the following qualification requirement(s):

- a. Proposer's representative must attend the mandatory pre-submittal meeting
- b. Proposer must have been in business for a minimum of three (3) years. All Proposers must be qualified and licensed under the laws, rules, and regulations of the State of Florida to perform the work required by these contract documents. **Documentation is required.**
- c. Proposer, either the individual responding to this solicitation or project manager assigned to the project, must have successfully completed at least two (2) projects of a similar nature in the past three (3) years.
- d. Proposers must provide a written statement of assurance of proposer's ability to meet the insurance and performance requirements set out in this RFP if selected for award.
- e. Proposers must certify they maintain a drug-free workplace program compliant with the standards set forth in Florida Statutes § 440.102. **Documentation is required. Form C**

Section 2: EXECUTIVE SUMMARY

An executive summary must be provided that includes a statement of interest in providing cleaning services at the City of Madeira Beach pursuant to the RFP. Proposer should introduce its company, highlighting its background and achievements earned while providing services that are subject of this RFP.

Provide a statement of the proposer's understanding of the services and responsibilities required and a narrative description of the proposed approach to ensure that the services are performed in a manner that upholds or exceeds the City's high standards and levels of customer satisfaction.

Provide a statement of organization which includes the following information:

- Legal name, including DBA (if any), for the contract
- State of organization of incorporation
- Ownership structure of the proposer
- Contact information for corporate headquarter to include address, phone number and email address
- Contact information for local office to include address, phone number and email address
- Years in business
- List of officers, owners, and/or partners to include name, address, and phone number.

Executive summary should not exceed five (5) pages total.

Section 3: BUSINESS ETHICS

Disclose and circumstances where the conduct of the proposer, or any officer, partner, major shareholder (greater than five percent (5%) interest, or other related party is currently being investigated by any governmental, administrative, or law enforcement entity or agency. Also disclose any adverse decision against the proposer or such related parties (including, but not limited to judgments entered by any court, whether state or federal), or settlement with any such legal or administrative body in the past five years.

If proposer or any related parties have other business interests or relations that may cause, or appear to cause, a conflict of interest in its business with the City the details of such conflicts must be stated here. If no conflicts exist that fact should also be stated here.

Proposer must disclose whether it has been convicted of a public entity crime in its history and provide relevant dates and details concerning the conviction.

Proposer must disclose if it has ever been terminated from a contract.

Section 5: REFERENCES

Please list three (3) client references. For each reference include contact name, title, address, current telephone number and email address. Also include a brief description of the services provided, the start date for the agreement, and the total dollar value of the contract.

PART D:

EVALUATION OF PROPOSALS

Proposal Evaluation and Contract Negotiation

The City's Staff Evaluation Committee will meet to review the proposals at one or more publicly noticed meetings, as it deems necessary. The Staff Evaluation Committee's recommendations will be based on its review and evaluation of the proposals received, in addition to any information obtained by City staff during reference checks, verification of licenses and qualifications, and the like. Evaluation will be 75% based on the price proposed and 25% based on the proposer's experience, qualifications, proposed equipment removal and replacement installation methods and timeline, the equipment proposed to be installed, and the warranty proposed.

Proposals which are found in the sole judgment of the Staff Evaluation Committee to be non-responsive (meaning proposals which fail to answer fully all questions posed, fails to provide all information and documentation required, or fails to propose services and equipment as called for in the Scope of Services) will not be considered further. Proposers which are found in the sole judgment of the Staff Evaluation Committee to be not responsible (meaning that the Proposer has not provided sufficient information or documentation to establish that it meets all of the minimum requirements and qualifications required in the RFP, including insurance and bond coverage, legal and regulatory status and authorization to perform the type of work called for, minimum time in existence and minimum experience performing similar work, or minimum staff qualifications, or where the Proposer's reference checks or history of suspension or debarment as to other projects demonstrates a lack of vendor responsibility) will not be considered further.

Ranking of Proposals

The Staff Evaluation Committee will determine from the proposals and subsequent investigation as necessary, the proposer(s) whose proposal best meets the City's requirements.

**PART E:
NEGOTIATION OF THE AGREEMENT**

General

Upon submission, all proposals become the property of the City which will have the right to use any or all ideas presented in any proposal submitted in response to this Request for Proposals, whether the proposal is accepted or not.

Negotiation

At the conclusion of its evaluations, the Staff Evaluation Committee will, at a public meeting, by consensus, establish a recommendation of which Proposers are responsive and responsible, and will establish an order of preference as to which Proposer the City should negotiate final contract terms with first, second, and so on. These recommendations shall be transmitted to the Board of Commissioners. The Board of Commissioners will then direct the City Manager as to which firm to begin negotiating with. If such negotiations fail to produce a final contract after reasonable negotiation efforts, the City Manager would then proceed to negotiate with the next ranked Proposer.

The successful Proposer's proposal will serve as the basis for negotiating an agreement. If the Proposer submits its own form of agreement, the City will consider that form and the terms contained therein, but reserves the right to use its own form of agreement or to negotiate revisions to the Proposer's proposed form.

Award

If the City Manager and successful Proposer are able to negotiate agreed terms, the resulting final contract will then be brought back to the Board of Commissioners for final approval.

Form A- Acknowledgement of Addenda

The Proposer hereby acknowledges the receipt of the following addenda, which were issued by the City and incorporated into and made part of this RFP. It is the sole responsibility of the Proposer to ensure that all addenda have been received and receipt of each has been acknowledged. Failure to submit acknowledgement of each addendum issued may result in the Proposer being deemed non-responsive.

ADDENDA NUMBER	ADDENDA DATE

Signature of Proposer's Agent _____ Title _____

Printed Name _____ Date _____

Form B - Public Entity Crimes

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, *Florida Statutes*, you are hereby notified that a person or affiliate who has been placed on the convicted providers list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity; may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals on leases or real property to a public entity; may not be awarded or perform work as a provider, supplier, sub-Proposer, 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 287.017 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted providers list.

Acknowledged by:

Firm Name

Signature

Date

Printed Name and Title

Form C- Drug – Free Workplace

Proposers must certify that they maintain a drug-free workplace program compliant with the standards set forth in Florida Statutes § 440.102

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

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

Acknowledged by:

Firm Name

Signature

Date

Printed Name and Title

RESPONSE CHECKLIST

A responsive Proposer means a Proposer that has submitted a Proposal that conforms in all material respects to the requirements in the RFP. The City will determine whether each Proposer correctly submitted all of the necessary forms and documents. The purpose of this checklist is to assist Proposers in completing their Proposals and ensuring that all required forms and information is submitted. **Do not include checklist with your Proposal submittal.**

Part C

- Minimum Qualifications
- Executive Summary
- Experience and past performance
- References
- All forms completed (Acknowledgement of Addenda/Public Entity Crimes/ Drug-Free Workplace)

INSURANCE REQUIREMENTS

At a minimum, contractor shall acquire and maintain until completion of the work the insurance coverage listed below, which constitutes primary coverage. Contractor shall not commence the work until the City receives and approves Certificates of Insurance documenting required coverage. All required policies shall include: (1) endorsement that waive any right to subrogation against the City for any policy of insurance provided under this requirement or under any state or federal worker's compensation or employers' liability act; (2) endorsement to give the City no less than thirty (30) days' notice in the event of cancellation or material change. Certificates of insurance must be accompanied by copies of the request endorsements.

Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the City. Approval will not be unreasonably withheld. Contractor is responsible for any deductible or self-insured retention. Insurance must be placed with insurers authorized in the State of Florida and having an A.M Best rating of A-V or greater. City receipt of insurance certifications providing less than the required coverage does not waive these insurance requirements.

- (a) **Workers' Compensation Insurance.** Workers compensation and employer's liability coverage, including maritime workers compensation, if applicable, in not less than the minimum limits required by Florida law. If contractor claims an exemption from workers compensation coverage, contractor must provide a copy of the certificate of exemption from the Florida Division of Workers Compensation for all officers or members of an LLC claiming exemption who will be participating in the work. Contractor is solely responsible for compliance with any Federal workers compensation laws such as, but not limited to, Jones Act and USL&H Act, including any benefits available to any workers performing work on this project. Include endorsement that waives any right to subrogation against the City for any policy of insurance provided under this requirement or under any state or federal worker's compensation or employers' liability act;
- (b) **General Liability.** Commercial general liability insurance on an "occurrence basis," with limits of liability not less than \$1,000,000 per Occurrence/\$2,000,000 Per Job/Project Aggregate, for personal injury, and property damage. Coverage shall include: (1) contractual liability, (2) products and completed operations, (3) independent contractors, and (4) property in the care, control, or custody of the contractor. Extensions

shall be added or exclusions deleted to provide the necessary coverage. Contractors general liability policy shall include endorsement CG 20101185, or equivalent, naming the City of Madeira Beach as additional insured. Include endorsement that waives any right to subrogation against the City.

(c) **Automobile Liability.** Minimum limits of \$1,000,000

(d) **Contractors Pollution & Remediation Liability Insurance**

Limits of Liability, Each Occurrence \$2,000,000

Insurance shall include bodily injury, property damage, defense, and cleanup as a result of pollution conditions arising from contractors' operations. This insurance shall be maintained for at least one year after completion of the construction and acceptance of any project covered by this Agreement. If claims made coverage is provided, retro date must apply prior to contract inception.

Include endorsement that waives any right to subrogation against the City.

**If applicable, the following additional coverage may be required, depending upon the nature of the work.

“Builders risk” property insurance. Coverage amount shall be sufficient to insure the completed value of new project construction.

Professional Liability (per claim) \$1,000,000 per Occurrence. This insurance shall be maintained for at least one year after completion of the construction and acceptance of any project covered by this Agreement. If claims made coverage is provided, retro date must apply prior to contract inception.