

REQUEST FOR PROPOSALS

FRANK BROWN PARK SOCCER FIELD LIGHTING PROJECT 2019

CITY OF PANAMA CITY BEACH, FLORIDA

April 3, 2019



NOTICE OF REQUEST FOR SEALED PROPOSALS

Frank Brown Park Soccer Field Lighting Project 2019

The City of Panama City Beach hereby solicits **sealed** proposals for the **Frank Brown Park Soccer Field Lighting Project 2019** which must be reasonably equivalent to the certain specifications and requirements set forth by the City in connection with this Notice.

Sealed proposals will be received until **1:00PM Central Daylight Time, Tuesday April 30, 2019** at the City of Panama City Beach City Hall Annex, 110 S Arnold Road, Panama City Beach, Florida 32413 and will be opened and publicly read immediately thereafter. All Bids shall be submitted in an envelope clearly marked "Sealed Bid- Panama City Beach – **Frank Brown Park Soccer Field Lighting Project 2019**".

Copies of the specifications may be obtained from the Parks & Recreation Office at 16200 PCB Parkway or on the City's Website at www.pcbgov.com. The point of contact for obtaining specifications is Cheryl Joyner, email address cjoyner@pcbgov.com. No specifications will be issued to suppliers later than seventy-two (72) hours prior to the time indicated above for receiving bids.

Proposals must be submitted upon the standard form contained in the Specifications with such attachments as may be authorized there.

The City reserves the right to (1) reject any and all bids and to waive any informality in bids received, and (2) to award the contract to a bidder other than the lowest bidder should it find that the lowest bidder does not offer the reliability, quality of service or product afforded by such other bidder. Where a bid other than the lowest bid is taken, the City Council will state the reasons upon which such award was made. All bidders shall comply with all applicable state and local laws concerning licensing, registration, and regulations of businesses in the state of Florida.

All Bids shall be firm for a period of 60 days after opening.

PROPOSAL FORM

TO: City of Panama City Beach, Florida

SUBMITTED: _____, 2019.

Frank Brown Park Soccer Field Lighting Project 2019

The Undersigned, as Bidder, hereby declares that they have examined the proposal specifications and informed themselves fully in regard to all conditions pertaining to the equipment to be supplied.

The Bidder proposes and agrees, if this proposal is accepted, to contract with the **City of Panama City Beach** for the lump sum price listed, to furnish all labor, materials and supplies to install free and clear the **Frank Brown Park Soccer Field Lighting Project 2019** in complete accord with the described and reasonably intended requirements of the Request for Proposals to the satisfaction of the City, with a definite understanding that no additional money will be allowed for any corrections or additions. Payment in full will be made to the Bidder within 30 days of delivery and completion of installation acceptable to the City. The Bidder further proposes and agrees to complete the **Frank Brown Park Soccer Field Lighting Project 2019 by August 23, 2019** with liquidated damages thereafter of \$3,000.00 per day.

Purchase will be made under terms and conditions specified by the City in its form of a Purchase Order. If a deposit is required, it must be specified below. Final payment, in readily available funds, will be made upon acceptance by the City of strictly conforming goods after delivery and install. Strict adherence to the design build and specifications issued by the City or subsequently accepted in writing by the City will be required.

ADDENDUM ACKNOWLEDGMENT: (Only if addendums have been provided). I, the undersigned bidder, hereby acknowledge receipt of the following addenda: Addendum No. ___ Addendum No. ___.

SUMMARY DESCRIPTION AND LUMP SUM PRICE:

- Note:
1. A Detailed Design Build Description of the products with pictures to be submitted with this Proposal.
 2. A Specific Project Date Checklist is required with this Design Build Proposal.
 3. An Approval Letter per Bid Specs from IDA (International Dark-Sky Association) is required to be submitted with the bid.
 4. A confirmation letter per Bid Specs that all light poles include a remote driver system located 10 feet above grade.
 5. Bidder must be a licensed General Contractor in the State of Florida. Please attach a copy of the General Contractor's License Number with bid.
 6. A Certified, Signed and Dated 25 Year Warranty from per the Bid Specs will be attached with the Bid.
 7. A Cashier's Check Bid Bond of 5% of the total project to be included with the Bid (Exhibit D).

Lump Sum price for the Frank Brown Park Soccer Field Lighting Project 2019: \$ _____

Specify terms of any deposit or write "none required": _____

Name of SUPPLIER: _____

ADDRESS: _____ **CITY:** _____ **STATE:** _____ **ZIP:** _____

EMAIL ADDRESS: _____ **PHONE:** _____

References: Please list 5 successful **LED Athletic Field Lighting Projects from 2018 & 2019:**

Name	Location/Agency	Address or Email	Phone Number
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

SIGNATURE – (Confirming all information above is correct) _____

Print Name: _____ **and Print Title** _____

I agree to post a **Payment Bond, Performance Bond and Insurance (Exhibit E, F & G)** if awarded the job - Initial _____

Frank Brown Park Soccer Field Lighting Project 2019

PART 1 - GENERAL SPECIFICATIONS- This is a Design Build Project.

The City of Panama City Beach Parks and Recreation Department has budgeted \$400,000 for the Frank Brown Park Soccer Field Lighting Project 2019. All Bidders may bid higher than this amount however if project is over \$400,000 all bids may be rejected. This is a Low Bid Design Build Process.

The scope of work entails the preparation and installation of “**The Frank Brown Park Soccer Field Lighting Project 2019**” This project will consist of the following but not limited to the specifications listed below:

- A. Frank Brown Park Soccer Field Complex (3) Regulation Size Soccer Fields.
- B. **General:** The City is requesting Bids on the highest quality LED Lights and Poles for the facilities listed. The LED Lighting **MUST** be focused on the fields only and lighting spillage must be as minimal as possible per the IDA (International Dark Sky's Association). We presently have 400 new condos and a new hotel being built next door to Frank Brown Park. In this process of awarding the Most Responsive Bid, the Bidder **Must** prove to the City and Guarantee that lighting from the new LED Lights will meet the criteria established by the **International Dark Sky's "Community Friendly Sports Lighting Program" as provided in** Specifications in Part 2 and Part 5. **Also**, the new poles being installed must be of the standards set below in Specifications Part 4.
- C. A Certified, Signed and Dated **25 year Warranty** must be included with the Bid that includes the following: **Provide a 25 year Warranty on the LED Lights, Poles, all Light Fixtures, Wiring, Labor, Materials, Equipment, Workmanship, and Travel Expenses. This includes Rust Free Poles and Fixtures for a minimum of 25 years. No Exceptions.** Only a Nationally Registered Hurricane or Tornado is not covered by the Warranty. **The City agrees to replace any fuses from power outages.**
- D. The LED Lighting Fixtures will be cast aluminum painted grey and Poles will be hot dipped galvanized - Silver and Rust Free.
- E. It is the responsibility of the Bidder to review this project and the entire facility before the bid. The Soccer Field Complex does not have any new conduit in the ground. Also, the Soccer Field Complex has a very soft soil base and heavy equipment will cause a lot of turf damage to this facility. It is the responsibility of the Bidder to make sure all facilities are put back in the same shape the way they were before the project started. Pictures will be taken on July 1, 2019 of the Soccer Fields and surrounding area. The Bidder is 100% responsible for repairing all fields and surrounding areas including fencing that will be damaged from the lighting install. **No Exceptions.**
- F. The Project may begin as follows:
 - 1-Soccer Fields: July 8, 2019
 - 2-Equipment may begin to be delivered to the Soccer Fields in a staging area beginning July 1, 2019. It is not the responsibility of the City to keep track of the equipment or to protect the equipment from damage. It is the responsibility of the Bidder and Shipping Companies to unload all equipment themselves. If the City is required to unload any equipment, the City will not be held liable for any damage from unloading equipment. **No Exceptions!**

- G. The City is tax exempt and a copy of certificate of exemption is attached as Exhibit A.
- H. After the project is complete, payment in full will be made within 30 days of receipt of invoice for the approved bid amount. Invoice shall be submitted in digital Adobe Acrobat pdf format to Cheryl Joyner Recreation Administration Supervisor at cjoyner@pcb.gov.
- I. The Bidder will obtain all City Permits for this project and is responsible for all demolition and removal of all old lighting fixtures, wiring, poles, etc...
- J. Job Completion will be to complete the project by Friday August 23, 2019 with liquidated damages of \$3,000.00 per day thereafter. **If project is not approved by IDA before the Deadline of August 23, 2019 there will be a \$3,000.00 per day liquidated damages penalty until lighting is approved by IDA. Youth Soccer League is scheduled to begin August 26, 2019.**
- K. Bidder must submit a certified 5% of total Bid "Bid Bond" with Bid. Exhibit D
- L. Successful Bidder will post a Payment Bond and Performance Bond. Exhibit E and F. The Bonds requested will be released once the project meets all of the specifications required and that the completion deadline is met.
- M. Bidder must be a licensed General Contractor in the State of Florida. A copy of the General Contractor's License Number must be submitted with the Bid.

PART 2 – SPECIFIC DETAILS REQUIRED- This is a Design Build Project

- A. Work covered by this section of the specifications shall conform to the contract documents, engineering plans as well as state and local codes.
- B. Guaranteed Light Levels: Selection of appropriate light levels impact the safety of the players and the enjoyment of spectators. Therefore light levels are guaranteed to not drop below specified target values for a period of 25 years.
- C. Control and Monitoring: To allow for optimized use of labor resources and avoid unneeded operation of the facility, customer requires a remote on/off control system for the lighting system. Fields should be proactively monitored to detect luminaire outages over a 25-year life cycle. All communication and monitoring costs for 25 year period shall be included in the bid. Main distribution panels, contactor cabinets and an automated control system is required.
- D. Illumination Levels and Design Factors: Playing surfaces shall be lit to an average target illumination level and uniformity as specified in the chart below. Lighting calculations shall be developed and field measurements taken on the grid spacing with the minimum number of grid points specified below. Appropriate light loss factors shall be applied and submitted for the basis of design. Average illumination level shall be measured in accordance with the IESNA LM-5-04 (IESNA Guide for Photometric Measurements of Area and Sports Lighting Installations). Illumination levels shall not drop below desired target values in accordance to IES RP-6-15, Page 2, Maintained Average Illuminance and shall be guaranteed for the full warranty period.

Area of Lighting	Average Target Illumination Levels	Maximum to Minimum Uniformity Ratio	Grid Points	Grid Spacing
Soccer/Flag #1	30 foot-candles	2.5:1	96	30' x 30'
Soccer/Flag #2	30 foot-candles	2.5:1	96	30' x 30'

Soccer/Flag #3	30 foot-candles	2.5:1	96	30' x 30'
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A. Hours of usage: Designs shall be based on the following hours of usage

Area of Lighting	Annual Usage Hours	25 year Usage Hours
Soccer Fields 1-3	500	12,500

B. Color: The lighting system shall have a minimum color temperature of 5700K and a CRI of 75.

C. Mounting Heights: To ensure proper aiming angles for reduced glare and to provide better playability, minimum mounting heights shall be as described below. Higher mounting heights may be required based on photometric report and ability to ensure the top of the field angle is a minimum of 10 degrees below horizontal.

# of Poles	Pole Designation	Pole Height
12	S1-S12	70'

H Manufacturing Requirements: All components shall be designed and manufactured as a system. All luminaires, wire harnesses, drivers and other enclosures shall be factory assembled, aimed, wired and tested.

I Durability: All exposed components shall be constructed of corrosion resistant material and/or coated to help prevent corrosion. All exposed carbon steel shall be hot dip galvanized per ASTM A123. All exposed aluminum shall be powder coated with high performance polyester or anodized. All exterior reflective inserts shall be anodized, coated, and protected from direct environmental exposure to prevent reflective degradation or corrosion. All exposed hardware and fasteners shall be stainless steel of 18-8 grade or better, passivated and coated with aluminum-based thermosetting epoxy resin for protection against corrosion and stress corrosion cracking. Structural fasteners may be carbon steel and galvanized meeting ASTM A153 and ISO/EN 1461 (for hot dipped galvanizing), or ASTM B695 (for mechanical galvanizing). All wiring shall be enclosed within the cross-arms, pole, or electrical components enclosure.

PART 3 – ELECTRICAL & LIGHTING CONTROLS –This is a Design Build Project

The electrical power requirements for the sports lighting system shall meet the following specifications:

1. Electrical Service: 277V to 480V
2. Energy Consumption: The total system kW consumption shall be
 - a. Soccer Fields= 90kW or less

A. Maximum total voltage drop: Voltage drop to the disconnect switch located on the poles shall not exceed three (3) percent of the rated voltage.

B. System energy consumption will not increase as the system ages

C. The Control System will be a monitor based system set up in the Parks and Recreation office. The system will be a Remote Lighting Control System: System shall allow owner and users with a security code to schedule on/off system operation via a web site, phone, fax or email up to ten years in advance. Manufacturer shall provide and maintain a two-way TCP/IP communication link. Trained staff shall be available 24/7 to provide scheduling support and assist with reporting needs.

The owner may assign various security levels to schedulers by function and/or fields. This function must be flexible to allow a range of privileges such as full scheduling capabilities for all fields to only having permission to execute "early off" commands by phone. Scheduling tool shall be capable of setting curfew limits.

Controller shall accept and store 7-day schedules, be protected against memory loss during power outages, and shall reboot once power is regained and execute any commands that would have occurred during outage.

PART 4 – POLES AND DESIGN- This is a Design Build Project

- A. Wind Loads: Wind loads shall be based on the 2017 Florida Building Code & AASHTO. Wind loads to be calculated using ASCE 7-10, an ultimate design wind speed of 140mph.
- B. Pole Structural Design: The stress analysis and safety factor of the poles shall conform to AASHTO 2013 Standard Specification for Structural Supports for Highway Signs, Luminaires, and Traffic Signals (LTS-6).
- C. Foundation Design: The foundation design shall be based on soils that meet or exceed those of a Class 4 material as defined by 2014 FBC Table 1806.2. **It is the responsibility of the Bidder to be prepared and to understand the soils on the Soccer Fields. No Exceptions.**
- D. Foundation Drawings: Project specific foundation drawings stamped by a registered engineer in the state of Florida are required. The foundation drawings must list the moment, shear (horizontal) force, and axial (vertical) force at ground level for each pole.
These drawings must be submitted at time of bid to allow for accurate pricing.
- E. Galvanized steel poles and cross-arm assembly.
- F. **Non-approved pole technology:**
1. Square static cast or pre-stressed concrete poles will not be accepted.
 2. Direct bury steel poles which utilize the extended portion of the steel shaft for their foundation will not be accepted due to potential for internal and external corrosive reaction to the soils and long term performance concerns.
- G. Lighting systems shall use concrete foundations.
1. For a foundation using a pre-stressed concrete base embedded in concrete backfill the concrete shall be air-entrained and have a minimum compressive design strength at 28 days of 3,000 PSI. 3,000 PSI concrete specified for early pole erection, actual required minimum allowable concrete strength is 1,000 PSI. All concrete backfill must bear on and against firm undisturbed soil.
 2. For anchor bolt foundations or foundations using a pre-stressed concrete base in a suspended pier or reinforced pier design pole erection may occur after 7 days. Or after a concrete sample from the same batch achieves a certain strength.
- H. Manufacturer will supply all drivers and supporting electrical equipment. Remote drivers and supporting electrical equipment shall be mounted no higher than 10 feet above grade in aluminum enclosures. The enclosures shall be touch-safe and include drivers and fusing with indicator lights on fuses to notify when a fuse is to be replaced for each luminaire. Disconnect per circuit for each pole structure will be located in enclosure. **As the City will be responsible for replacing Fuses, the City is requesting that the light poles have easy maintenance access.**
- I. Manufacturer shall provide surge protection at the pole equal to or greater than 40 kA for each line to ground (Common Mode) as recommended by IEEE C62.41.2_2002.
Wire harness complete with an abrasion protection sleeve, strain relief and plug-in connections for fast, trouble-free installation.
All luminaires, visors, and cross-arm assemblies shall withstand 150 mph winds and maintain luminaire aiming alignment.

PART 5 – LIGHTING LEVELS AND LIGHT SPILLAGE

The City wants to make it clear that the lighting spillage and glare into the new condos, the new apartments, new hotels and neighbors next door be as minimal as possible. The City is requesting that all manufacturers prepare and submit their designs in accordance to the International Dark Sky's Community Friendly Sports Lighting Program. This allows the City of Panama City Beach to rely on an independent professional lighting association to determine that lighting levels and light spillage meet a standard set by a proven lighting level and spillage formula.

An approval letter from IDA is required to be submitted with the bid. Additionally, the bidder will employ the services of IDA to perform field verification upon completion of the installation to certify the adherence to the IDA standard and provide a detailed report to the City confirming IDA standards have been met. Exhibit C. If project is not approved by IDA before the Deadline of August 23, 2019 there will be a \$3,000.00 per day liquidated damages penalty until lighting is approved by IDA.

PART 6 – MINIMUM BIDDER QUALIFICATIONS

The proposal must include verifiable evidence and references demonstrating that the Bidder's personnel responsible for this project meet the following and that the company has the experience as listed to complete this most important project for the City of Panama City Beach:

- A. On site supervision by a person with a minimum of 3 Years Experience in LED Athletic Field LIGHTING and installation.
- B. Company experience and a list of references on at least (5) LED Athletic projects of similar size, type and complexity in 2018 and 2019. This information must be listed on the **Proposal Form**.
- C. Bidder must have ten (10) years minimum experience in Athletic Field Lighting Projects with at least (3) years minimum experience in LED Lighting Projects. Spill and glare project references are strongly encouraged
- D. Upon request from the City, Bidder may be requested to present a minimum of fifteen (15) lighting projects completed during the past five (5) years. The City may call to check on project durability over the years, reliability from company, credibility on warranties and any items that may cause a concern to the City entering into such a large Money Valued Project.

PART 7 – DATES

1. Job Walks – To schedule a job walk appointment, contact Jim Ponek, City of Panama City Beach Parks and Recreation Director at jponek@pcb.gov.
2. Sealed Proposals Due **Tuesday April 30 at 1:00pm** Central Time at City Hall Annex, 110 South Arnold Road, Panama City Beach
3. Proposals will be opened at **1:00 pm** at that same time and place.
4. Staff will review Design Build Bid Proposals from May 1-3, 2019.
5. City Council Approval May 9, 2019.
6. Job awarded May 10, 2019.
7. Equipment may begin to be delivered on July 1, 2019
8. Job to begin July 8 for the Soccer Fields at Frank Brown Park
9. **Job to be completed by Friday August 23, 2019.**

PART 8 – LIST OF RFP EXHIBITS

EXHIBIT A

Certificate of Tax Exemption

EXHIBIT B

Pictures of Frank Brown Park Soccer Fields where the Lights will be installed

EXHIBIT C

IDA – International Dark Sky - Association Criteria for Community Friendly Outdoor Sports Lighting.

EXHIBIT D

Bid Bond

EXHIBIT E

Payment Bond

EXHIBIT F

Performance Bond

EXHIBIT G

Agreement for Successful Bidder



Consumer's Certificate of Exemption

A

DR-14
R. 10/15

Issued Pursuant to Chapter 212, Florida Statutes

85-8012646470C-9	05/31/2017	05/31/2022	MUNICIPAL GOVERNMENT
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

CITY OF PANAMA CITY BEACH
110 S HIGHWAY 79
PANAMA CITY FL 32413-2140

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 10/15

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

B

Soccer Fields
where new LED Lights to be Installed



Staging Area

North Complex
No Improvements on this Complex





Staging Area



INTERNATIONAL DARK-SKY ASSOCIATION

IDA-Criteria for Community-Friendly Outdoor Sports Lighting v1.0

1. Compliance with all applicable Codes and Standards (e.g. Underwriter Laboratories, CEC, National Building Codes with Local Amendments)
2. **Target Illumination** – Measured on-field illuminance values appropriate for the application per IESNA RP-6-15 Sports and Recreational Area Lighting criteria (or equivalent CIE guidance) together with modeled initial illuminance targets. Only IES Class III & IV level and State High School Lighting Recommendation illumination levels are eligible for the Award of Excellence. To limit over-lighting, the design may vary by no more than 10% above the average target illuminance levels for each Class.
3. As the IES TM-15-11 Luminaire Classification System for Outdoor Lighting is not appropriate for sports lighting, a modified approach to controlling backlight, uplight, and glare is applied with the following metrics:
 - A. **Backlight** – Directionality and application efficiency will be addressed indirectly through two methods that quantify off-site performance, one using the design luminance and another using measured illuminance. Backlight criteria will be difficult to meet without sufficient and appropriate setback of sports fields from the property line.
 - a. Total designed lumens not contained within the area encompassing the field perimeter and an area immediately adjacent to that area that has a 33 foot (10 meter) offset. As modeled, no more than 15% of the total lumens may be outside of this region.
 - b. Measured spill illuminance values, as measured with the light meter aimed in the direction of the brightest reading, shall not exceed criteria for the respective Environmental Zone (Table 1 below) nor shall it exceed the maximum initial spill illuminance values as modeled and specified in the design process. These measurements shall be taken a distance equal to 150' beyond the edge of the field. Measurements should be conducted with and without the facility lighting operating so that the sports facility lighting can be isolated from other natural and artificial light sources.

Table 1 – Allowable spill illuminance to control backlight

Lighting Zone		Spill Illuminance at Setback
Environmental Zone (IESNA RP-33-99)	MLO Lighting Zone (IDA Model Lighting Ordinance)	
E2 – E4	LZ1 – LZ4	≤0.20 ft-c / ≤2.0 lux

- B. **Uplight** – All luminaires must be designed such as to not to emit direct light above the horizon, unless required for the activity (i.e. aerial sports) being played. In those cases, only 8% of the total (directly) applied lumens as modeled may be in this zone. For modeling purposes, a horizontal ceiling grid shall be placed 5 feet (1.5 meters) above the top of the tallest pole, extending out to 150 feet (45 meters) beyond the edge of the field to determine compliance. Installation shall not deviate from the design.
- C. **Glare** – Modeled luminous intensity from any luminaire for any viewing angle at 5' above grade level, at a distance equal to 150' beyond the edge of the field shall not exceed 1000 candela (absolute). Luminaires shall not emit more than 250 lumens in the “Very High” glare zone, ranging from 80° to 90° above nadir. This shall be verified through a luminaire photometric report and aiming summary report and visual inspection, or through an equivalent software application and visual inspection.¹
4. **Lighting Zoning** – Community-Friendly Outdoor Sports Lighting will only be certified if located in environmental zones E2 through E4, or MLO lighting zone LZ1 through LZ4. Areas especially sensitive to lighting such as E1 or LZ0 are not appropriate for this award program.
5. **Application Efficiency** – The lighting system shall achieve a minimum Application Efficiency of 70 lumens per watt, calculated per the following formula (or the metric equivalent):

$$\frac{\text{Target area square footage} \times \text{Avg. Maintained Design ft-c}}{\text{Total System Watts}} = \text{Applied Lumens/watt}$$

“Target Area” is defined as the total grid area for the sports field and/or sports court as defined by the IES LM-5-04 IESNA Guide for Photometric Measurements of Area and Sports Lighting Installments (or CIE equivalent guidance).

¹ When commercial meters are widely available to measure luminous intensity in the field, these criteria will be amended to also require a measurement component for glare.

6. **Controls** – Provide advanced controls and documentation for the following:
- a. Automatic and/or remote control system via smartphone apps, or direct remote communication to the company facility responsible for handling the lighting controls, to enforce shut-off at locally established curfew time, not to be later than 11:00 PM (2300 hrs).
 - b. On-site manual and/or remote control system shall also be provided to allow for the lights to be turned on or off at will (before curfew) to assure that only active sports fields are lighted.
 - c. Provide readily accessible controls to implement uniform and variable adaptive illumination levels for different task lighting needs on field, e.g. IES class of play, competition athletics, band practice, striping, mowing, sports practice, etc. Adaptive dimming shall be possible across the range of 25% to 100% of full illumination.²
 - d. A formal policy defining the appropriate level of illumination necessary for the specific activities and curfew times must be established and enforced. A copy of the policy will be included in the application for the Award of Excellence.
7. **Color** – Luminaire Correlated Color Temperature (CCT) may not exceed 5700°K, as defined by ANSI C78.377. Luminaire CCT must be determined through empirical measurements as defined by IESNA LM-79 (or CIE equivalent) and performed by a laboratory appropriately accredited by NVLAP. Installation shall be verified by measurement across the target area.³
8. **Other Lighting** – The installed field lighting is not to be used for illuminating other area tasks. For example, if parking and concession areas lighting is desired, those areas shall be illuminated by separate luminaires and systems not associated with sports field illuminance needs. Other outdoor lighting at the site must, at a minimum, meet the lighting standards and lighting codes established by the community, and must meet the standards set forth in the IDA Model Lighting Ordinance for the relevant lighting zones and tasks.

² IDA is developing guidance for the appropriate illumination levels for non-sports activities and tasks that often occur on playing fields.

³ Some variance in the measured CCT values are permitted, following the ANSI guidance.



Frequently Asked Questions

IDA-Criteria for Community-Friendly Outdoor Sports Lighting

1. Why is IDA creating criteria for IDA Community-Friendly Outdoor Sports Lighting? Aren't you simply "certifying" more light pollution?

Since 2007, IDA's Fixture Seal of Approval (FSA) Program has successfully evaluated roadway, wall pack and walkway luminaires that have been utilized in communities to promote the protection of the nighttime environment. Although successful, the FSA was neither developed nor intended to apply to athletic field lighting, due to the need that the facilities' luminaires had to be positioned above full cutoff orientations. This resulted in a number of issues and concerns in communities where general lighting practices were promoting dark skies, yet local sporting facilities – which were being lit with non-shielded luminaires – were exacerbating sky glow and light pollution.

To encourage the use of the best available technology for dark sky preservation, IDA has established Criteria for Community-Friendly Outdoor Sports Lighting that upholds the values that many communities seek in their public illuminated spaces. These criteria ensure that outdoor sports lighting design minimizes obtrusive light spill and glare into surrounding neighborhoods and natural areas, meets sustainability and climate-friendly goals, and reduces sky glow to the greatest extent practicable. By utilizing IDA's criteria, communities demonstrate and promote the vision for outdoor sports lighting that simultaneously meets the demanding task of illuminating night-time sports events while preserving night skies.

2. How will the IDA-Criteria for Community-Friendly Outdoor Sports Lighting protect my neighborhood from light pollution?

By adopting the IDA-Criteria for Community-Friendly Outdoor Sports Lighting, communities will:

- Minimize neighborhood lighting nuisance by greatly reducing spill and glare disruption.
- Manage high angle glare, thus dramatically decreasing off-site light trespass and sky glow.

- Mitigate neighborhood nuisance factors and sky glow which, in turn, provide benefits to the environment, the astronomy community, and others.
- Minimize lumen densities, which reduce energy consumption.

3. For what types of play field is the IDA-Criteria for Community-Friendly Outdoor Sports Lighting appropriate?

The criteria specify that only facilities used for soccer, baseball, tennis and other recreational activities typically associated with schools and community parks qualify for consideration.

4. Who should know about the IDA-Criteria for Community-Friendly Outdoor Sports Lighting?

To promote lighting that helps protect the nighttime environment, we recommend contacting city council members, community representatives, home owner associations, and parks and recreation authorities to encourage their use of the IDA-Criteria for Community-Friendly Outdoor Sports Lighting when designing or retrofitting playfields.

5. Why do the criteria utilize a maximum allowable correlated color temperature of 5700 kelvin (k) when IDA recommends 3000k for roadway and general area lighting?

IDA's recommendation for correlated color temperature values of outdoor lighting applications have been, and remain, 3000k maximum. Street and area lighting illuminances are established at levels to facilitate safe way-finding and hazard identification, while minimizing light trespass and the disruption of nocturnal habitats. By contrast, sports fields have high levels of human activity and ball speeds where visibility is essential, requiring the allowance for design professional and end user preferences of light sources of up to 5700k. Nonetheless, the use of advanced technologies combined with rigorous design standards, curfews, and variable output controls tailored to the need of the activity, sports lighting facilities can be constructed or retrofit to essentially eliminate light trespass and curtail sky glow, protect nocturnal habitat, moderate neighborhood nuisance glare, and support dark skies.

6. Can the IDA-Criteria for Community-Friendly Outdoor Sports Lighting be achieved with existing installations?

Light trespass limitations of the IDA-Criteria for Community-Friendly Outdoor Sports Lighting are stringent, and likely will not be met if older technologies and design

parameters are used, but holistic lighting modernizations of legacy applications are possible under this guidelines.

7. Does IDA intend to formally certify and recognize facilities that fully comply with the standards established in the criteria?

It is anticipated that in, the next several months, IDA will establish a program that certifies outdoor facilities that fully comply with IDA-Criteria for Community-Friendly Outdoor Sports Lighting. We are currently developing software that will provide preliminary evaluations of facilities and that can be used to guide their design, or retrofit, so that they meet the program's strict standards. Once a field has been constructed, or retrofit, to these standards, IDA will conduct an on-site verification test to ensure that the facility still complies with the criteria and, if so, will be certified and recognized by IDA as compliant with IDA-Criteria for Community-Friendly Outdoor Sports Lighting.

Award of Excellence

Lighting Performance Summary

Project:
Location:
Curfew: 10:30pm
Submitted: 2 May 18 - 11:43 AM CDT

Field: Football
 Field type: Football - Class III
 Environmental Zone: E2

Applicable Lighting Standard

	Standard	Measured	Result
Meets IES or HS Standard	—	Yes	PASS

Applied BUG Analysis

	Standard	Measured	Result
Total Fixture Lumens	—	2,922,587 lumens	—
Backlight: Lumens	15% or less	7.26%	PASS
Backlight: Spill	2.0 lux or less	0.05 lux	PASS
Uplight: Lumens	8% or less	6.9%	PASS
Glare: Max Candela	1000 candela or less	904 candela	PASS
Glare: 80° - 90°	250 lumens	72 lumens	PASS

Application Efficiency

	Standard	Measured	Result
Total Fixture Watts	—	28,496 watts	—
Applied Lumens	—	2,011,930 lumens	—
Application Efficiency	70+ (lumens per watt)	71	PASS

Lighting Performance Result

PASS

Frank Brown Park Soccer Field Lighting Project 2019.

Project Number: _____

SECTION 00040

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned,
_____, as Principal, and _____,
as Surety, are hereby held and firmly bound unto the City of Panama City Beach, as
OWNER, in the penal sum of _____

for the payment of which, will and truly be made, we hereby jointly and severally bind
ourselves, successors and assigns. Signed this ____ day of _____, 20__.

The Condition of the above obligation is such that whereas the principal has submitted
to the OWNER a certain BID, attached hereto and hereby made a part hereof to enter
into a contract in writing, for the construction of the

Frank Brown Park Soccer Field Lighting Project 2019

16200 Panama City Beach Parkway, Panama City Beach, Florida 32413

NOW THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver the Agreement in the form of contract as set forth in Section 00050 (properly completed in accordance with said BID) and shall furnish a BOND for faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform its obligations created by OWNER's acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and agreed that the liability of the Surety for

any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

- (c) NOW, THEREFORE, if the OWNER shall accept the BID of the Principal and the Principal shall execute and deliver to OWNER the required Agreement and within ten days after the date of a written Notice of Award in accordance with the terms of such BID, and within said ten days deliver to OWNER the required Certificate(s) of Insurance, together with the required Performance and Payment Bonds in an amount of 100% the total Contract Amount as specified in the Bidding Documents or Contract Documents with good and sufficient surety for the faithful performance of the Agreement and for the prompt payment of labor, materials and supplies furnished in the prosecution thereof or, in the event of the failure of the Principal to execute and deliver to OWNER such Agreement or to give such bond or bonds, and deliver to OWNER the required certificates of insurance, if the Principal shall pay to OWNER the fixed penal sum of \$ _____ noted above as liquidated damages, and not as a penalty, as provided in the Instructions for Bidders, then this obligation shall be null and void, otherwise to remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may have to accept said BID; and Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal

Surety

By:

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.

[END OF SECTION 00040]

BID BOND

00040-2

E

Frank Brown Park Soccer Field Lighting Project 2019.

Project Number: _____

SECTION 00070

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal and
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto:

City of Panama City Beach
(Name of Owner)

16200 Panama City Beach Parkway, Panama City Beach, Florida 32413
(Address of Owner)

hereinafter called OWNER, and unto all persons, firms and corporations who or which may furnish labor, or who furnish materials to perform as described under the Contract and to their successors and assigns in the total aggregate penal sum of _____ (\$_____) in lawful money of the United States, for the payment of which, we bind ourselves, our heirs, personal representatives, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that if the PRINCIPAL properly makes payment to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials or supplies, used directly or indirectly by the Principal in the prosecution of the WORK provided for under that certain contract between the Principal and the OWNER, dated the ____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of:

Frank Brown Park Soccer Field Lighting Project 2019

and any authorized extensions or modification thereof, including all amounts due for materials, lubricants, fuel, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and for all labor cost incurred in such WORK including that by a SUBCONTRACTOR or SUPPLIER of any tier, and to any construction lien holder whether it acquires its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to WORK to be performed thereunder or SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, every suit instituted upon the BOND shall be brought in a court of competent jurisdiction for the county or circuit in which the Contract was to be performed. Owner shall not be joined as a party in any such suit. The notice and time limits of Section 255.05, Florida Statutes, are incorporated herein.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the Contract Price more than twenty percent so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, or the CONTRACT DOCUMENTS shall include any change, alteration, addition, extension or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the rights of the OWNER hereunder.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20____.

Principal

(Principal) Secretary

(SEAL)

BY _____

(Address)

Witness as to Principal

(Address)

(Surety)

ATTEST:

Witness as to Surety

BY _____
Attorney-In-Fact

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract.

If CONTRACTOR is partnership, all partners should execute BOND. Contractor's Surety shall use this form along with their personal documentation.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

[END OF SECTION 00070]

PAYMENT BOND

00070-3

F

Frank Brown Park Soccer Field Lighting Project 2019.

Project Number: _____

SECTION 00060

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal and
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto:

City of Panama City Beach
(Name of Owner)

16200 Panama City Beach Parkway, Panama City Beach, Florida 32413

hereinafter called OWNER in the total aggregate penal sum of Total Contract Price Dollars (\$ _____) in lawful money of the United States, for payment of which, we bind ourselves, our heirs, personal representatives, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that if the Principal performs its duties, all the undertakings, covenants, terms, and conditions of that certain Contract between the Principal and the OWNER, dated the _____ day of _____,

20____, a copy of which is hereto attached and made a part hereof for the construction of:

Frank Brown Park Soccer Field Lighting Project 2019.

during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the SURETY and during the guaranty period and if the PRINCIPAL shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying same shall in any way affect its obligation on this BOND, and does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that it is expressly agreed that the BOND shall be amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the Contract Price more than twenty percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT as so amended. The term "Amendment", wherever used in this BOND, and whether referring to this BOND, or the CONTRACT DOCUMENTS, shall include any alteration, addition, extension or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the PRINCIPAL shall abridge the rights of OWNER hereunder. The OWNER is the only beneficiary hereunder.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20__.

Principal

(Principal) Secretary

(SEAL)

BY _____

(Address)

Witness as to Principal

(Address)

(Surety)

ATTEST:

Witness to Surety

BY _____
Attorney-In-Fact

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract.
Contractor's Surety shall use this form along with their personal documentation.

If CONTRACTOR is partnership, all partners should execute BOND.
IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

[END OF SECTION 00060]

PERFORMANCE BOND

PANAMA CITY BEACH – FRANK BROWN PARK
SOCCER FIELD LIGHTING PROJECT 2019
PROJECT NO. _____

SECTION 00050
AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 20__
by and between THE CITY OF PANAMA CITY BEACH, FLORIDA, (hereinafter called
"OWNER") and _____, doing business as a
_____(an individual), or (a partnership), or (a corporation), having a business
address of _____ (hereinafter called "CONTRACTOR"), for the
performance of the Work (as that terms is defined below) in connection with the
construction of **Frank Brown Park Soccer Field Lighting Project**, to be located at
16200 Panama City Beach Parkway Panama City Beach, Florida 32413,
in accordance with the Drawings and Specifications prepared by The City of Panama City
Beach Parks and Recreation Department.

OWNER and CONTRACTOR, for the consideration herein set forth, agree as
follows:

1. The CONTRACTOR shall furnish, at its sole expense, all supervision, labor,
equipment, tools, material, and supplies to properly and efficiently perform all
of the work required under the Contract Documents and shall be solely
responsible for the payment of all taxes, permits and license fees, labor
fringe benefits, insurance and bond premiums, and all other expenses and
costs required to complete such work in accordance with this Agreement
(collectively the "Work"). CONTRACTOR'S employees and personnel shall
be qualified and experienced to perform the portions of the Work to which
they have been assigned. In performing the Work hereunder,
CONTRACTOR shall be an independent contractor, maintaining control over

and having sole responsibility for CONTRACTOR'S employees and other personnel. Neither CONTRACTOR, nor any of CONTRACTOR'S sub-contractors or sub-subcontractors, if any, nor any of their respective employees or personnel, shall be deemed servants, employees, or agents of OWNER.

2. The CONTRACTOR will commence the Work required by Contract per the Bid Documents.

Dates are as follows:

The Project may begin as follows:

1-Soccer/Flag Football Fields: July 15, 2019

2-South Complex Baseball/Softball Fields/Batting Cages: July 29, 2019

3-Equipment may begin to be delivered to the staging areas beginning July 8, 2019. It is not the responsibility of the City to keep track of the equipment or to protect the equipment from damage. It is the responsibility of the Bidder and Shipping Companies to unload all equipment themselves. If the City is required to unload any equipment, the City will not be held liable for any damage from unloading equipment. No Exceptions!

Job Completion will be to complete the project by Wednesday September 4, 2019 with liquidated damages of \$3,000.00 per day thereafter. **If project is not approved by IDA before the Deadline of August 23, 2019 there will be a \$3,000.00 per day liquidated damages penalty until lighting is approved by IDA.**

Final Completion of the Work shall be achieved by CONTRACTOR within the time period set forth in Section 15.2 of Section 00100, General Conditions.

3. The CONTRACTOR agrees to pay the OWNER, as liquidated damages, the sum of \$3,000 for each calendar day that expires after the Contract Time for Substantial Completion as more fully set forth in Section 15 of the General Conditions.
4. The CONTRACTOR agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the sum of

\$ _____ as shown in the BID SCHEDULE, included within the Bid Proposal Form, as said amount may be hereafter adjusted pursuant to the terms of the Contract Documents ("Contract Price").

5. The term "Contract Documents" means and includes the following documents, all of which are incorporated into this Agreement by this reference:

Section 00010	ADVERTISEMENT FOR BIDS
Section 00020	INFORMATION FOR BIDDERS
Section 00030	BID PROPOSAL FORM
Section 00040	BID BOND
Section 00050	AGREEMENT
Section 00060	PERFORMANCE BOND
Section 00070	PAYMENT BOND
Section 00080	NOTICE OF AWARD
Section 00090	NOTICE TO PROCEED
Section 00095	STATEMENT UNDER SECTION 287.087, FLORIDA STATUTES, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS
Section 00096	TRENCH SAFETY ACT CERTIFICATE OF COMPLIANCE
Section 00097	PUBLIC ENTITY CRIMES STATEMENT
Section 00099	CERTIFICATE OF INSURANCE
Section 00100	GENERAL CONDITIONS
Section 00800	SUPPLEMENTAL CONDITIONS

As this is a Design Build Project DRAWINGS prepared by

_____ numbered _____ through _____ and dated _____.

SPECIFICATIONS prepared or issued by

dated _____.

ADDENDA [LIST ANY ADDENDA ISSUED PRIOR TO EXECUTION OF
THE AGREEMENT.]

No. _____, dated _____, 20__

No. _____, dated _____, 20__

No. _____, dated _____, 20__

No. _____, dated _____, 20__

The Contract Documents also includes any written amendments to any of the above signed by the party to be bound by such amendment. The Contract Documents are sometimes referred to herein as the "Agreement".

6. The OWNER will pay the Contract Price to the CONTRACTOR in the manner and at such times as set forth in Contract Documents.
7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
8. This Agreement shall be governed by the laws of the State of Florida.
9. All notices required or made pursuant to this Agreement shall be in writing and, unless otherwise required by the express terms of this Agreement, may be given either (i) by mailing same by United States mail with proper postage affixed thereto, certified, return receipt requested, or (ii) by sending same by Federal Express, Express Mail, Airborne, Emery, Purolator or other expedited mail or package delivery, or (iii) by hand delivery to the appropriate address as herein provided. Notices to OWNER required hereunder shall be

directed to the following address:

If to Owner:

City of Panama City Beach

110 South Arnold Road

Panama City Beach, FL 32413
ATTENTION: _____
Mario Gisbert, City Manager
Fax No.: _____
(850) 233-5108

If to Contractor:

ATTENTION: _____
Fax No.: _____

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

10. CONTRACTOR recognizes that OWNER is exempt from sales tax and may wish to generate sales tax savings for the Project. Accordingly, to the extent directed by and without additional charge to OWNER, CONTRACTOR shall comply with and fully implement the sales tax savings program as more fully described in the Sales Tax Exemption Addendum. If required by OWNER, the Sales Tax Exemption Addendum shall be made a part of the Contract Documents, the form of which is set forth in Section 00808.

11. The failure of OWNER to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a continuing waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

12. Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature

concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by this Agreement.

13. Should any provision of the Agreement be determined by a court with jurisdiction to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.
14. Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular, references to the singular include the plural. The term "including" is not limiting, and the terms "hereof", "herein", "hereunder", and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement, unless stated otherwise. Additionally, the parties hereto acknowledge that they have carefully reviewed this Agreement and have been advised by counsel of their choosing with respect thereto, and that they understand its contents and agree that this Agreement shall not be construed more strongly against any party hereto, regardless of who is responsible for its preparation.
15. For this Project, OWNER has designated a Project Representative to assist OWNER with respect to the administration of this Agreement. The Project Representative to be utilized by OWNER for this Project, shall be

16. CONTRACTOR acknowledges and agrees that no interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which the OWNER, PROJECT REPRESENTATIVE, or ENGINEER may be responsible, in whole or in part, shall

relieve CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from OWNER. CONTRACTOR expressly acknowledges and agrees that it shall receive no damages for delay. CONTRACTOR's sole remedy, if any, against OWNER will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This section shall expressly apply to claims for early completion, as well as to claims based on late completion. Notwithstanding the foregoing, if the Work is delayed due to the fault or neglect of OWNER or anyone for whom OWNER is liable, and such delays have a cumulative total of more than 90 calendar days, CONTRACTOR may make a claim for its actual and direct delay damages accruing after said 90 calendar days as provided in Section 00805 Supplemental Conditions, Contract Claims and Changes. Except as expressly set forth in this section, in no event shall OWNER be liable to CONTRACTOR whether in contract, warranty, tort (including negligence or strict liability) or otherwise for any acceleration, soft costs, lost profits, special, indirect, incidental, or consequential damages of any kind or nature whatsoever.

17. INSURANCE - BASIC COVERAGES REQUIRED NAMING THE CITY OF PANAMA CITY BEACH AS ADDITIONAL INSURED.

The CONTRACTOR shall procure and maintain the following described insurance on policies and with insurers acceptable to OWNER. Current Insurance Service Office (ISO) policies, forms, and endorsements or equivalents, or broader, shall be used where applicable.

These insurance requirements shall not limit the liability of the CONTRACTOR. The insurance coverages and limits required of CONTRACTOR under this Agreement are designed to meet the minimum requirements of OWNER and the OWNER does not represent these types or amounts of insurance to be sufficient

or adequate to protect the CONTRACTOR'S interests or liabilities. CONTRACTOR alone shall be responsible to the sufficiency of its own insurance program.

The CONTRACTOR and the CONTRACTOR'S subcontractors and sub-subcontractors shall be solely responsible for all of their property, including but not limited to any materials, temporary facilities, equipment and vehicles, and for obtaining adequate and appropriate insurance covering any damage or loss to such property. The CONTRACTOR and the CONTRACTOR'S sub-contractors and sub-subcontractors expressly waive any claim against OWNER arising out of or relating to any damage or loss of such property, even if such damage or loss is due to the fault or neglect of the OWNER or anyone for whom the OWNER is responsible. The CONTRACTOR is obligated to include, or cause to be included, provisions similar to this paragraph in all of the CONTRACTOR'S subcontracts and its subcontractors' contracts with their sub-subcontractors.

The CONTRACTOR'S deductibles/self-insured retention's shall be disclosed to OWNER and are subject to OWNER'S approval. They may be reduced or eliminated at the option of OWNER. The CONTRACTOR is responsible for the amount of any deductible or self-insured retention. Any deductible or retention applicable to any claim or loss shall be the responsibility of CONTRACTOR and shall not be greater than \$25,000, unless otherwise agreed to, in writing, by OWNER.

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

lease.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE
COVERAGE

The CONTRACTOR shall purchase and maintain workers' compensation and employers' liability insurance for all employees engaged in the Work, in accordance with the laws of the State of Florida, and, if applicable to the Work, shall purchase and maintain Federal Longshoremen's and Harbor Workers' Compensation Act Coverage. Limits of coverage shall not be less than:

\$1,000,000	Limit Each Accident
\$1,000,000	Limit Disease Aggregate
\$1,000,000	Limit Disease Each Employee

The CONTRACTOR shall also purchase any other coverage required by law for the benefit of employees.

The CONTRACTOR shall provide to OWNER an Affidavit stating that it meets all the requirements of Florida Statute 440.02 (15) (d).

COMMERCIAL GENERAL LIABILITY COVERAGE

CONTRACTOR shall purchase and maintain Commercial General Liability Insurance on a full occurrence form. Coverage shall include, but not be limited to, Premises and Operations, Personal Injury, Contractual for this Agreement, Independent Contractors, Broad Form Property Damage, Products and Completed Operation Liability Coverages and shall not exclude coverage for the "X" (Explosion), "C" (Collapse) and "U" (Underground) Property Damage Liability

exposures. Limits of coverage shall not be less than:

Bodily Injury, Property Damage & Personal Injury Liability	\$1,000,000 Combined Single Limit Each Occurrence, and
	\$2,000,000 Aggregate Limit

The General Aggregate Limit shall be specifically applicable to this Project. The Completed Operations Liability Coverages must be maintained for a period of not less than three (3) years following OWNER'S final acceptance of the project.

The CONTRACTOR shall add OWNER as an additional insured through the use of Insurance Service Office Endorsements No. CG 20.10.10.01 and No. CG 20.37.10.01 wording or equivalent, or broader, an executed copy of which shall be attached to or incorporated by reference on the Certificate of Insurance to be provided by CONTRACTOR pursuant to the requirements of the Contract Documents.

BUSINESS AUTOMOBILE LIABILITY COVERAGE

The CONTRACTOR shall purchase and maintain Business Automobile Liability Insurance as to ownership, maintenance, use, loading and unloading of all of CONTRACTOR'S owned, non-owned, leased, rented or hired vehicles with limits not less than:

Bodily Injury & Property Damage	\$1,000,000 Combined Single Limit Each Accident
------------------------------------	--

EXCESS OR UMBRELLA LIABILITY COVERAGE

CONTRACTOR shall purchase and maintain Excess Umbrella Liability Insurance or Excess Liability Insurance on a full occurrence form providing the same continuous coverages as required for the underlying Commercial General, Business Automobile and Employers' Liability Coverages with no gaps in continuity of coverages or limits with OWNER added by endorsement to the policy as an additional insured in the same manner as is required under the primary policies, and shall not be less than \$10,000,000, each occurrence and aggregate as required by OWNER.

ADDITIONAL INSURANCE

The OWNER requires the following additional types of insurance.

[Either list any required insurance (e.g. Professional Liability Insurance) or indicate that none is required at this time]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in two (2) copies each of which shall be deemed an original on the date first written above.

(SEAL)

OWNER:

CITY OF PANAMA CITY BEACH,
FLORIDA

ATTEST:

BY: _____

City Clerk

NAME: _____
(Please type)

TITLE: _____

City Attorney (as to form only)

CONTRACTOR:

ATTEST:

BY: _____

NAME: _____
(Please Type)

NAME _____
(Please Type)

ADDRESS: _____

[END OF SECTION 00050]