

# SPECIFICATIONS

## Frank Brown Park Electronic Scoreboard Project Parks and Recreation

CITY OF PANAMA CITY BEACH, FLORIDA

January 27, 2020



# **NOTICE OF REQUEST FOR SEALED PROPOSALS**

## **Frank Brown Park Electronic Scoreboard Project**

The City of Panama City Beach is requesting sealed Bids from experienced professionals for the installation of (11) Electronic Scoreboards in Frank Brown Park. The **Electronic Scoreboard Project** must comply with or 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 **1:10PM Central Daylight Time, Tuesday February 11, 2020** at the City of Panama City Beach City Hall Annex, 17007 Panama City Beach Parkway, 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 Electronic Scoreboard Project**". Two (2) hard copies including picture samples of the exact scoreboard to be installed shall be submitted with the sealed proposal.

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](http://www.pcbgov.com). The point of contact for obtaining specifications is Cheryl Joyner, email address [cjoyner@pcbgov.com](mailto:cjoyner@pcbgov.com).

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 reject any and all bids in whole or in part, to waive informalities in the bid documents, to obtain new bids, to postpone the opening of bids, and 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.

**Posted this 27<sup>th</sup> day of January 2020.**

END.





# Frank Brown Park Electronic Scoreboard Project

## City of Panama City Beach, Florida

### Part 1- General Specifications

*The City of Panama City Beach Parks and Recreation Department is requesting Bids from experienced professionals for the installation of 11 Electronic Scoreboards, 2 consoles and 30 hand held wireless controllers. This Bid Process is a Sealed Bid, Low Bid Process. All Specifications listed, or their reasonable equivalents must be met or provided by the bidder to be considered a Responsive Bid.*

- A. **General:** This completed project will provide (11) eleven Electronic Scoreboards in Frank Brown Park. We are asking for the Contractor to install the scoreboards in the existing locations: (Exhibit B). As existing poles are in place where the old scoreboards are installed, It is the choice of the contractor to use the existing poles or to install new poles either way final completed project is the responsibility of the contractor with all warranties in place.
- B. The minimum size of the scoreboards will be 10' x 4' x 8". Bidder is responsible for all final measurements. Scoreboards may have advertising panels on the sides making the scoreboards larger but it is not required.
- C. The **Electronic Scoreboard Contractor** shall be responsible for design, engineering, fabrication and supply of the work specified herein. The intent of this specification is to have only one manufacturer be responsible for the aforementioned functions.
- D. **The Electronic Scoreboard Locations:** The (11) Eleven Electronic Scoreboard locations are as follows:
- |   |                              |
|---|------------------------------|
| 1. <b>Miracle League Field-</b>         | Baseball/Softball Scoreboard |
| 2. <b>South Complex/4 Plex Field 1</b>  | Baseball/Softball Scoreboard |
| 3. <b>South Complex/4 Plex Field 2</b>  | Baseball/Softball Scoreboard |
| 4. <b>South Complex/4 Plex Field 3</b>  | Baseball/Softball Scoreboard |
| 5. <b>South Complex/4 Plex Field 4</b>  | Baseball/Softball Scoreboard |
| 6. <b>North Complex/5 Plex Field 5</b>  | Baseball/Softball Scoreboard |
| 7. <b>North Complex/5 Plex Field 6</b>  | Baseball/Softball Scoreboard |
| 8. <b>North Complex/5 Plex Field 7</b>  | Baseball/Softball Scoreboard |
| 9. <b>North Complex/5 Plex Field 8</b>  | Baseball/Softball Scoreboard |
| 10. <b>North Complex/5 Plex Field 9</b> | Baseball/Softball Scoreboard |
| 11. <b>Community Center Gymnasium</b>   | <b>Basketball Scoreboard</b> |
- E. **Scoreboard Appearance:** Baseball/Softball Scoreboards must be specific to the sport of Baseball/Softball. Basketball Scoreboards must specific to the sport of Basketball.
- F. **Handheld Wireless Controls with Wireless Control Components:** Each Baseball/Softball Scoreboard will have (3) three handheld controls for a total of **(30) thirty handheld controls**. The one Basketball Scoreboard will have **(2) two consoles**. Each Scoreboard will have a Wireless Control Component with a different frequency so remote technology per scoreboard does not interfere with each other.



- G. **Sight Survey:** It is required that a Sight Survey be prepared by Contractor and approved by the City before the project begins.
- H. **Scoreboard Sound Horns:** The Basketball Scoreboard Requires a Horn. The Baseball and Softball Scoreboards do not need a horn, but we will accept a horn on each of those scoreboards if provided.
- I. It is the responsibility of the Bidder to review this project and location before the bid.
- J. Preferred **color** of the **Electronic Scoreboards** is to be a **Forrest Green, Black and White** with **Black Poles**. *If Bidder does not have a color similar to Forrest Green and or Black the Bidder will propose a different color in the Bid Proposal and the City can either approve or deny. **City's Choice**.*
- K. **The lights** in the scoreboard will be **LED lights** and the colors of the bulbs are to be up to bidder/manufacturer. It is preferred to have some white lights in the scoreboards.
- L. **The Poles** for the scoreboards: This is a Design Build Project. 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. As this is a Design Build Process the total amount of Poles used for each scoreboard is dependent on the Contractor. Existing Poles may be used but the Contractor accepts the total workmanship warranties on the existing poles.
- A. **Foundations:** The installation of Electronic Scoreboard Pole foundations shall be performed by **the contractor or a sub contractor, which shall be bonded and holding a current contractor's license with the State of Florida Contractors State License Board.** All installation personnel must have experience in the erection of the Electronic Scoreboards. **Bidder must provide the Contractor's name and a copy of the Contractor's State of Florida Contractors License with the Bid.**
- B. **The Electric connections** for Each Scoreboard is the responsibility of the contractor. Each location provides 220 Electric connections for the scoreboards.
- M. The City is tax exempt and a copy of certificate of exemption is attached as **Exhibit A**.
- N. 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@pcbgov.com](mailto:cjoyner@pcbgov.com).
- O. This Project requires City Permits which is the responsibility of the Bidder.
- P. The Successful Bidder will be responsible for all project trash removal and cleanup which includes the removal of all (11) old scoreboards.
- Q. Job must be completed by Friday May 29, 2020 with liquidated damages of **\$500.00 per day** thereafter. **The Deadline** Completion Date of May 29, 2020 will not be adjusted for any weather issues.

- R. **Exhibit D** is the Agreement that the City will enter into with the successful Bidder if awarded this project. **This Agreement must be completed and signed and submitted with the Proposal.**
- S. Bidder must submit a 5% Cashier's Check of total Bid "Bid Bond" with Bid or a sealed, stamped and dated Bid Bond with a Power Attorney and all signatures. **(Exhibit E).**
- T. Successful Bidder will post a Payment Bond and Performance Bond. Exhibit F and G. The Bonds requested will be released once the project meets all of the specifications required and that the completion deadline is met.
- U. Insurance in the amount of 1 million Liability and 3 million Aggregate is required naming the City of Panama City Beach as additional Insured for the successful bidder.

**PART 2 – MINIMUM BIDDER QUALIFICATIONS**

The proposal must include verifiable evidence and references demonstrating that the Bidder's personnel responsible for this project meet the following:

- A. On site supervision by a person with experience in installations of Electronic Scoreboards.
- B. Company experience and a list of references on at least (3) projects of similar size, type and complexity. **Reference Projects to be included in the Bid Specifications.**
- C. Bidder must have five (5) years minimum experience in Electronic Scoreboard Installation. **Bidder must present three (3) Successful Scoreboard Installation projects completed during the past five (3) years.**

**PART 3 – SUBMITTALS**

1. Product data for scoreboards, controls, and accessories shall include descriptions of control functions etc in the Bid Proposal.
2. To include a project date checklist with the Bid Proposal.
3. Provide a 5 Year Warranty for the electronic scoreboards and workmanship, a 2 year warranty for wireless components, 1 year warranty on handheld controls and a 1 year warrantee on paint. Include signed Warranty with Bid Proposal. (Exhibit C).
4. Agreement must be completed, signed and submitted with Bid Proposal. (Exhibit D)
5. A Cashier's Check Bid Bond of 5% of the total project to be included with the Bid or a sealed, stamped and dated Bid Bond with Power of Attorney & all signatures (Exhibit E).
6. Provide Contractor's Name who is installing the Scoreboards and a copy of their State of Florida Contractor's License.
7. On the Bid Proposal, the bids will be broken into (3) three parts and then a total Sum:  
**Price for all 11 Electronic Scoreboards (10 baseball/softball & 1 Basketball)** \$ \_\_\_\_\_  
**Price for 30 handheld remotes for baseball/softball and 2 consoles for basketball** \$ \_\_\_\_\_  
**Price for Labor – Scoreboard Removal and Installation** \$ \_\_\_\_\_  
**Lump Sum price for the Frank Brown Park Electronic Scoreboard Project:** \$ \_\_\_\_\_

**PART 4 - QUALITY ASSURANCE**

- A. Source limitation: All components including scoreboard, control center, control cable, and other accessories and installation hardware shall be products of a single manufacturer.
- B. Manufacturer qualifications: Company specializing in manufacturing electronic scoreboards with 10 years minimum successful world-wide experience.
- C. Scoreboards shall be designed for exterior installation with weatherproof housing and optical isolation circuitry to reduce potential damage from electrical storms.
- D. Should service be necessary, specialized personnel shall not be required. Modular "plug and play" components will be housed in an internal protective enclosure.



- E. Scoreboards and other electrical components shall be certified for use in United States and Canada by Underwriter Laboratories, (UL) Inc. and shall bear either UL or C-UL label only.
- F. Scoreboards and other electrical components shall be electrically grounded in accordance with National Electrical Code (NEC), Article 600.
- G. Scoreboard cabinetry and attachment shall meet or exceed the 2009 IBC standard of 150 mph wind loading.

## PART 5 - GUARANTEE/WARRANTY

Guarantee to cover defects in materials and workmanship.

- 1. Scoreboard Warranty to be guaranteed for a period of five (5) years from the date of completion against defects in workmanship or materials.
- 2. Wireless component Warranty to be guaranteed for two (2) years from date of completion. Hand-held controls & switches will carry a one (1) year guarantee from completion date.
- 3. Scoreboard Paint to be guaranteed for one (1) year from date of completion.
- 4. Lifetime telephone support.

## PART 6 – DATES

- 1. Job Walks – Job Walks are not mandatory, however we encourage interested bidders to schedule a job walk by contacting Jim Ponek, City of Panama City Beach Parks and Recreation Director, at [jponek@pcbgov.com](mailto:jponek@pcbgov.com).
- 2. Sealed Proposals Due Tuesday February 11, 2020 at **1:10pm** at City Hall, 17007 Panama City Beach Parkway, Panama City Beach, FL 32413
- 3. Proposals will be opened at 1:10 pm at that same place;
- 4. City Council Approval February 27, 2020.
- 5. Electronic Scoreboard Project will be awarded on February 28, 2020.
- 6. **Electronic Scoreboard Project must be completed by Friday, May 29<sup>th</sup>, 2020** with liquidated damages thereafter of **\$500.00** per day.

## PART 7 – LIST OF RFP EXHIBITS

### EXHIBIT A

Certificate of Tax Exemption.

### EXHIBIT B

Pictures of Frank Brown Park, old scoreboards and locations where scoreboards are to be installed.

### EXHIBIT C

Warranty Agreement to be signed and included with the Bid Proposal.

### EXHIBIT D

Agreement to be signed and included with the Bid Proposal.

### EXHIBIT E

Bid Bond.

### EXHIBIT F

Payment Bond.

### EXHIBIT G

Performance Bond.





## Consumer's Certificate of Exemption

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

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.

## EXHIBIT B



Baseball

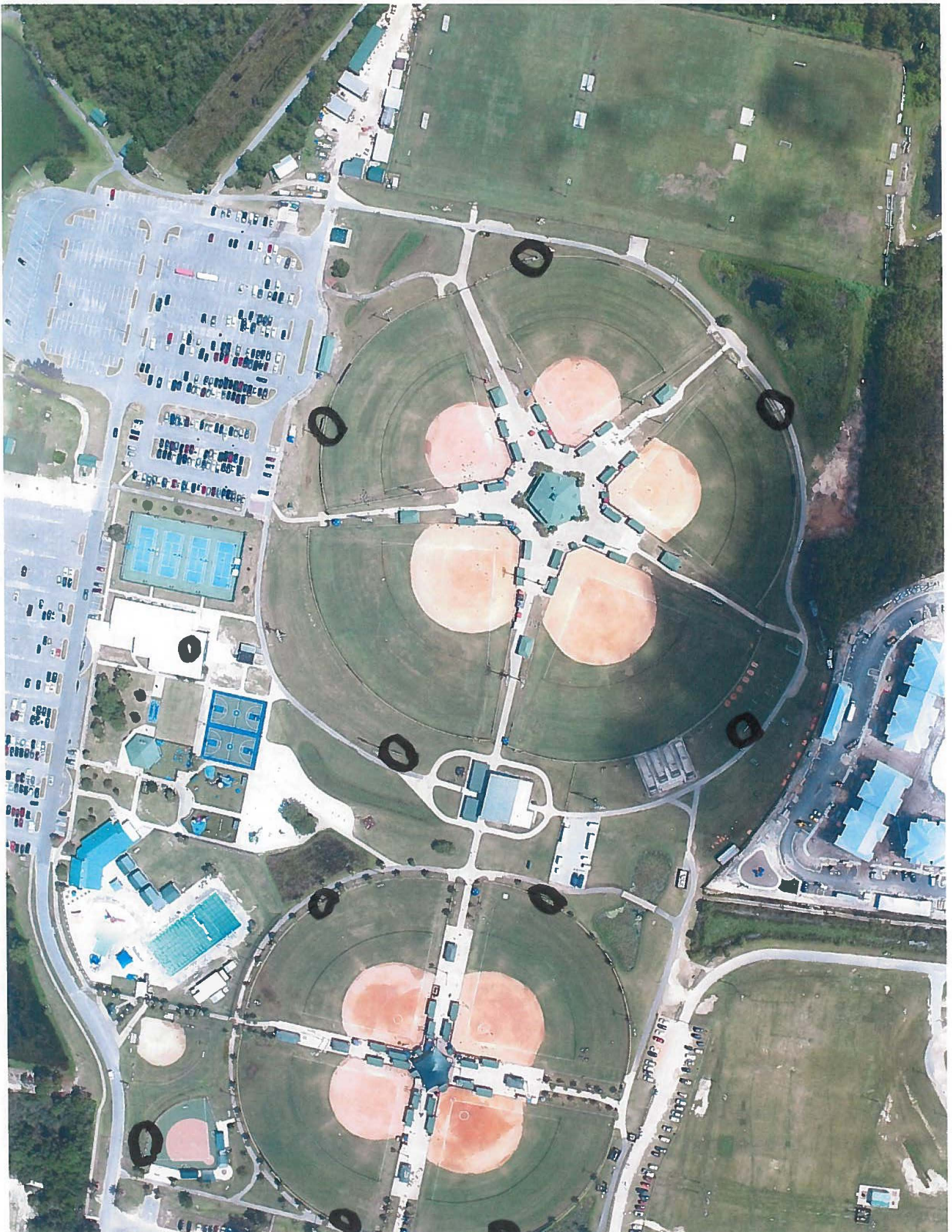


Miracle League



Basketball























C

# Warranty Agreement

## Frank Brown Park

## Electronic Scoreboard Project

**Name of Contractor \_\_\_\_\_**  
**is providing a Manufacturer's standard 5 year warranty on the 11 electronic scoreboards, a 5 year workmanship warranty on the project, a 2 year warranty on the wireless components, a 1 year paint warranty, and a 1 year warranty on the hand-held components/switches from the day of completion.**

**Please attach any written warranty information from the supplier.**

**Signature \_\_\_\_\_**

**Print Name \_\_\_\_\_**

**Date \_\_\_\_\_**



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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 Electronic Scoreboard 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-

00050-1



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 Must Be Completed on or Before Friday May 29, 2020:

**If project is not completed on or before Friday, May 29, 2020, there will be liquidated damages of \$500.00 per day thereafter.**

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 \$500.00 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            |

00050-2



|               |  |
|---------------|--|
| 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  |

**SPECIFICATIONS of Frank Brown Park Electronic Scoreboard Project**  
**prepared or issued by**  
The City dated January 27, 2020.

**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  
\_\_\_\_\_  
17007 Panama City Beach Parkway  
\_\_\_\_\_  
Panama City Beach, FL 32413  
ATTENTION: \_\_\_\_\_  
Jim Ponek, Director of Parks and Recreation  
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 Jim Ponek, Director of Parks and Recreation.

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 subcontractors 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.

00050-7



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 |
|  | \$3,000,000 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 \$3,000,000, 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: \_\_\_\_\_

(City Manager)

TITLE: \_\_\_\_\_

\_\_\_\_\_  
City Attorney (as to form only)

CONTRACTOR:

ATTEST:

BY:

\_\_\_\_\_

\_\_\_\_\_

NAME: \_\_\_\_\_

(Please Type)

NAME \_\_\_\_\_

(Please Type)

ADDRESS: \_\_\_\_\_

[END OF SECTION 00050]

00050-11



**Frank Brown Park Electronic Scoreboard Project**

**E**

**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 Electronic Scoreboard Project**

**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

BID BOND

00040-1

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



**Frank Brown Park Electronic Scoreboard Project.**

**F**

**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.

PAYMENT BOND

00070-1

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 Electronic Scoreboard Project**

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.

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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

**Frank Brown Park Electronic Scoreboard Project**

**G**

**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 Electronic Scoreboard Project**

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