



**PCB21-06
INVITATION TO BID
PCB POLICE DEPARTMENT IMPOUND BUILDING
RE-ROOFING PROJECT**

CITY OF PANAMA CITY BEACH
17007 PANAMA CITY BEACH PARKWAY
PANAMA CITY BEACH, FLORIDA 32413

March 15, 2021

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ADVERTISEMENT FOR BIDS

**“PCB21-06-ITB- PCB POLICE DEPARTMENT IMPOUND BUILDING
RE-ROOFING PROJECT ”**

This project includes the **removal of an existing shingle with underlayment roof, followed by installation of new SM-RIB metal roofing, with underlayment and all required accessories, on a wood frame structure.** The Contractor shall provide all materials, equipment, permits, and labor to complete the project.

Plans and specifications can be obtained electronically by visiting the City's website www.pcbfl.gov or by contacting Tina Kunst, email tina.kunst@pcbfl.gov. There will be no cost for Plans and Specifications. Partial sets will NOT be issued.

The bid must conform to Section 287.133(3) Florida Statutes, with respect to Public Entity Crimes.

Bids will be received until **2:00 p.m. Central Time, March 31, 2021 at City of Panama City Beach City Hall, 17007 Panama City Beach Pkwy, Panama City Beach, Florida, 32413** and will be opened and read publicly immediately thereafter. All Bids shall be submitted in an envelope clearly marked “Sealed Bid – **PCB21-06-ITB-PCB Police Department Impound Building Re-Roofing Project**”. The City of Panama City Beach (“City”) reserves the right to reject any and all Bids. All Bids shall be firm (including all labor and material prices) for a period of 60 days after opening.

BIDDERS must submit all questions, if any, in writing at least **seven (7)** days prior to the BID date. If necessary, questions will be answered as ADDENDA(s) and will be issued to the Contract Documents and posted on the City's website. It is the sole responsibility of the bidder to determine if any addenda have been issued.

Please direct all questions to Tina Kunst @ tina.kunst@pcbfl.gov.

The City shall award the Contract to the lowest responsive and responsible bidder; provided, however, the City reserves the right to award the Contract to a Bidder who is not the lowest responsive and responsible bidder if the City determines in its reasonable discretion that another Bid offers the City a better value based upon the reliability, quality of service, or product of such other Bidder.

Advertisement Dates: **March 17, 2021 and March 24 , 2021**

INFORMATION FOR BIDDERS

BIDS will be received by City of Panama City Beach City Hall (herein called the "OWNER"), until **2:00 p.m. Central Time, March 31, 2021 at City of Panama City Beach City Hall, 17007 Panama City Beach Pkwy, Panama City Beach, Florida, 32413** and will be opened and read publicly immediately thereafter.

Each BID Response is required to contain two (2) sets (one (1) original and one (1) copy). Each BID must be submitted in a sealed envelope addressed to City of Panama City Beach. Each sealed envelope containing a BID must be plainly marked on the outside as "**SEALED BID PCB21-06-ITB-PCB Police Department Impound Building Re-Roofing Project**", and the envelope should bear on the outside the BIDDER'S name, address, license number and the name of the project for which the BID is submitted. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the OWNER - City of Panama City Beach, at 17007 Panama City Beach Pkwy, Panama City Beach, Florida 32413)].

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted.

Two (2) COMPLETE SETS (one (1) original and one (1) copy) OF A COMPLETE BID RESPONSE ARE REQUIRED

A complete BID response shall consist of:

1. An executed Bid Proposal Form
 - a. To include acknowledgement of any Addenda
2. Mandatory References and Portfolio
3. An executed Drug-Free Workplace Program
4. An executed Public Entity Crimes Statement

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn by the BIDDER prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 30 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period the time may be extended by mutual agreement between the OWNER and the apparent successful BIDDER.

This is a Lump Sum Contract. BIDDERS must satisfy themselves of the accuracy of any estimated quantities in the BID Schedules or Contract Documents by examination of the site and a review of the drawings and specifications including any ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done. **The CONTRACTOR shall visit the entire site before submitting a BID.**

The OWNER shall provide to BIDDERS prior to BIDDING, information which is pertinent to, and delineates and describes, the land upon which the WORK is to be performed, including its ownership and rights-of-way acquired or to be acquired.

If necessary, ADDENDA will be issued to the Contract Documents. The BIDDERS must submit all questions, if any, in writing at least seven (7) days prior to the BID date. It is the sole responsibility of the bidder to determine if any addenda have been issued.

The CONTRACT DOCUMENTS contain the provisions required for construction of the WORK. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the successful BIDDER or relieve the successful BIDDER from fulfilling all of their obligations under the contract.

The party to whom the contract is awarded will be required to obtain the required insurance, execute the AGREEMENT and deliver to OWNER said executed AGREEMENT together with the required Certificate of Insurance, within ten (10) calendar days after the date the NOTICE OF AWARD is delivered to the BIDDER. In case of failure of the successful BIDDER to execute and deliver to OWNER, within said ten (10) day period the required AGREEMENT, together with the required Certificates of Insurance, the OWNER may consider the BIDDER in default.

If the OWNER intends to accept the successful BIDDER'S BID and enter into the contract with them, the OWNER, within thirty (30) days or such longer period of time the OWNER and successful BIDDER may mutually agree to in writing) of receipt of an acceptable Certificate(s) of Insurance, and AGREEMENT signed by the successful BIDDER to whom the AGREEMENT was awarded, shall sign the AGREEMENT and return to such party an executed duplicate of the AGREEMENT. BIDDER acknowledges and agrees that unless and until the OWNER executes the AGREEMENT and returns the executed copy to the BIDDER, no contract or agreement between the OWNER and BIDDER shall exist. Should the OWNER not execute the AGREEMENT within such period, the BIDDER shall provide OWNER an additional seven days written notice of BIDDER'S intent to withdraw its signed copy of the AGREEMENT. If OWNER fails to execute the AGREEMENT within such seven days, the AGREEMENT shall be deemed withdrawn and BIDDER shall be released from its BID as of the date of the written notice.

The OWNER or its agents may make such investigations as deemed necessary to determine the ability of each BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER and its agents all such information and data for this purpose as the OWNER, or its agents may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the AGREEMENT and to complete the WORK contemplated therein.

A conditional or qualified BID may be rejected by OWNER.

The OWNER shall award the Contract to the lowest responsive and responsible BIDDER as determined by OWNER; provided, however, OWNER reserves the right to award the Contract to a BIDDER who is not the lowest responsive and responsible BIDDER if OWNER determines in its reasonable discretion that another BID offers OWNER a better value based upon the reliability, quality of service, or product of such other BIDDER. In the event OWNER awards the Contract to a BIDDER other than the lowest responsive and responsible BIDDER, OWNER shall state the basis upon which the award is being made.

Each BIDDER may attach to its BID any information or documentation it believes is relevant to addressing the factors of reliability, quality of service and product, as such factors pertain to the WORK to be provided under the AGREEMENT to be awarded pursuant to this Information for Bidders. Any such information or documentation is to consist of no more than 12 pages, single sided, each page no larger than 8" x 11". OWNER reserves the right, either before or after BID opening, but prior to contract award, to request from any BIDDER such information or documentation addressing the factors of reliability, quality of service or product, as OWNER may determine is reasonably necessary to assist it in deciding which bid offers OWNER the better value. Further, each BIDDER by submitting its BID is deemed to have authorized OWNER to conduct such investigations as OWNER may determine are reasonably necessary to assist it in deciding which BID offers OWNER the better value. OWNER in making any decision as to which BID offers OWNER the better value may rely upon any such information or documentation provided by a BIDDER, and by submitting any such information or documentation, upon request from OWNER, the BIDDER will be deemed to have certified and warranted to OWNER the accuracy and correctness of any such information and documentation. Further, in making any decision as to which BID offers OWNER the better value, OWNER also may rely upon its own investigations or its own records and knowledge concerning the BIDDER, including the BIDDER's personnel, work product and prior work history. All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the WORK shall apply to the contract throughout.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the AGREEMENT, PLANS, SPECIFICATIONS, and other CONTRACT DOCUMENTS, prior to submitting their BID. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to its BID.

The successful BIDDER of each contract shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when required to do so by the OWNER.

TIMETABLE:

- A. **March 15, 2021** – Bid Posting
- B. March 24, 2021 at 5:00 pm – Last day to submit questions for this project.
- C. March 31, 2021 at 2:00 pm - Sealed Bids due at the City of Panama City Beach City Hall, 17007 PCB Parkway, Panama City Beach, Florida 32413.
- D. March 31, 2021 at 1:00 pm - Sealed bids will be opened at 2:00 pm at City of Panama City Beach City Hall, 17007 PCB Parkway, Panama City Beach, FL 32413.

- E. April 22, 2021 - Tentative City Council Review/Approval.
- F. April 22, 2021 - Estimated Project award on
- G. **July 02, 2021** - All project work must be completed, or bidder will incur a daily charge of \$200 every day **beginning July 3, 2021.**

SCOPE OF WORK:

This project includes the following:

- A. Removal of the existing shingle roof with underlayment
 - B. Removal of up to 8 sheets (256 SF) of damaged roof sheathing
 - C. Replacement with rated 15/32" CDX plywood sheathing, furnishing
 - D. Installation of 30# asphaltic underlayment,
 - E. Installation of 26-gauge SM-Rib roofing panels,
 - F. Installation of all flashing, cap, eave drip strips, fasteners and accessories needed for a complete roofing system.
1. Optional work (if necessary) to remove and replace up to 10 additional sheets (320 SF) of existing damaged roof sheathing and replace it with rated 15/32" CDX plywood sheathing
 2. The Contractor shall provide all the necessary materials, equipment, permits and labor to complete the project.
 3. This work must be a Florida licensed certified Roofing or General Contractor.
 4. The project work must be completed by **July 02, 2021**, or bidder will incur a \$200 daily penalty every day beginning **July 03, 2021.**
 5. The Contractor shall comply in every respect with all applicable laws, regulations, and building and construction codes of the State of Florida, the County of Bay, the City of Panama City Beach, and shall obtain all such licenses and permits as shall be prescribed by law.

BID PROPOSAL FORM

This proposal of _____ (hereinafter called "BIDDER"), organized and existing under the laws of the State of _____, doing business as _____(a corporation, a partnership or an individual), whose Florida contractor's license number is _____ hereby submitted to the CITY OF PANAMA CITY BEACH (hereinafter called "OWNER").

In compliance with the requirements of the Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the **PCB Police Department Impound Building Re-Roofing Project** in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under the CONTRACT DOCUMENTS within ten (10) calendar days after the NOTICE TO PROCEED to be issued by Owner in writing and achieve Substantial Completion of the WORK within sixty (60) consecutive calendar days thereafter.

Final Completion of the WORK shall be achieved by BIDDER within the calendar days specified in the General Conditions after the date of Substantial Completion.

BIDDER further agrees to pay as liquidated damages, the sum of \$200 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.

BIDDER acknowledges receipt of the following ADDENDUM:

Addendum No. _____

Addendum No. _____

Addendum No. _____

BID SCHEDULE

BASE BID

BIDDER agrees to perform all the WORK described in the CONTRACT DOCUMENTS including but not limited to removal of the existing shingle roof with underlayment, removal of up to 8 sheets (256 SF) of damaged roof sheathing and replacement with rated 15/32" CDX plywood sheathing, furnishing and installation of 30# asphaltic underlayment, 26-gauge SM-Rib roofing panels, all flashing, cap, eave drip strips, fasteners and accessories needed for a complete roofing system for the following:

LUMP SUM: \$ _____.

OPTIONAL UNIT PRICE BID

BIDDER proposes to remove and replace up to 10 additional sheets (320 SF) of existing damaged roof sheathing and replace it with rated 15/32" CDX plywood sheathing at a unit cost (if necessary and agreed upon by the owner):

PRICE \$ _____ per sheet.

Failure to insert a bid amount for each item in the Bid Schedule will be considered grounds for the OWNER to determine the BID is non-responsive.

NOTES:

1. BIDS shall include sales tax and all other applicable taxes and fees.
2. BIDS shall be on the basis of a lump sum price and shall be the total compensation to be paid by OWNER for the complete WORK.
3. Where provided, bid unit prices and quantities, shall be applicable for any revisions to the WORK (either additions or omissions). In addition, these unit prices and quantities shall be reflected in the Schedule of Values as specified in the General Conditions. All unit prices are understood to include all associated charges for layout, insurance, taxes, field office and supervision, overhead and profit, and miscellaneous items.
4. The OWNER reserves the right to reject any and all bids received.

By submitting this BID, the BIDDER is deemed to have stipulated and agreed that any and all claims, demands, actions or suits whatsoever, arising under this BID shall be subjected to the sole and exclusive jurisdiction and venue of the Circuit Court of Bay County, Florida. The BIDDER does agree, by submittal of this BID, that the sole and exclusive jurisdiction and

venue in said forum is proper and appropriate since performance of the underlying contract to be awarded is to be accomplished within Bay County, Florida.

Bidder's Certification

BIDDER certifies that it has thoroughly familiarized itself with and inspected the site and has read and is thoroughly familiar with the CONTRACT DOCUMENTS. Additional site investigation, if deemed necessary by the BIDDER, shall be performed prior to BID submittal at the BIDDER's sole expense. Bidder certifies that the BID submitted is complete and is sufficient for the Bidder to provide a fully operational and working system in accordance with the CONTRACT DOCUMENTS. Furthermore, BIDDER certifies its understanding that neither the OWNER, PROJECT REPRESENTATIVE, nor

ENGINEER shall provide any labor, equipment or materials of any kind, which may be required for the performance of the WORK, unless otherwise specifically directed by OWNER. Likewise, BIDDER certifies that it shall provide all equipment, materials, labor and services necessary to complete the WORK in accordance with the CONTRACT DOCUMENTS whether or not such equipment, material, labor, or service is expressly identified. Such occurrences are deemed subsidiary obligations of the contract for which complete compensation is made under the Lump Sum. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to its BID.

As required, the following documents are submitted with this Bid Proposal:

1. Executed Statement Under Section 287.087, Florida Statutes, On Preference to Businesses with Drug-Free Workplace Programs – Section 0095
2. Executed Public Entity Crimes Statement – Section 00097
3. All acknowledged Addenda

CONTRACTOR: _____

Address _____

Phone Number _____

Date _____

[END OF BID PROPOSAL FORM]

MANDATORY REFERENCES AND PORTFOLIO

BIDDER submits the following four (4) references of completed projects of similar size and scope as follows:

1. Client: _____ Contact: _____

Job Name: _____

Job Start Date: _____. Job Completion Date: _____

2. Client: _____ Contact: _____

Job Name: _____

Job Start Date: _____. Job Completion Date: _____

3. Client: _____ Contact: _____

Job Name: _____

Job Start Date: _____. Job Completion Date: _____

BIDDERS MUST INCLUDE PHOTOGRAPHS OF COMPLETED PROJECTS INCLUDED IN REFERENCES.

[END OF REFERENCES]

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 _____ (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 "**PCB POLICE DEPARTMENT IMPOUND BUILDING RE-ROOFING PROJECT**" ("Project")", to be located at Panama City Beach, Florida, in accordance with the Drawings and Specifications prepared by CITY OF PANAMA CITY BEACH and all other Contract Documents hereafter specified.

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, 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 the Contract Documents within ten (10) calendar days after the date of the NOTICE TO PROCEED to be issued by OWNER in writing within thirty (30) calendar days

from the date of this Agreement and will achieve Substantial Completion of the Work within (55) consecutive calendar days of the required commencement date, except to the extent the period for Substantial Completion is extended pursuant to the terms of the Contract Documents ("Contract Time"). Final Completion of the Work shall be achieved by CONTRACTOR within the time period set forth in Section 15.2 of Section 01000, General Conditions.

3. The CONTRACTOR agrees to pay the OWNER, as liquidated damages, the sum of \$ 200.00/day 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 **PCB POLICE DEPARTMENT IMPOUND BUILDING RE-ROOFING PROJECT** for a total Not to Exceed contract 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:
 - ADVERTISEMENT FOR BIDS
 - INFORMATION FOR BIDDERS
 - BID PROPOSAL FORM
 - MANDATORY REFERENCES AND PORTFOLIO
 - AGREEMENT
 - DRUG FREE WORKPLACE
 - PUBLIC ENTITY CRIMES

- NOTICE OF AWARD
- NOTICE TO PROCEED
- CERTIFICATE OF INSURANCE
- GENERAL CONDITIONS
- SUBMITTALS
- WARRANTIES

Attachments:

- **Exhibit A** - DRAWINGS prepared by the City of Panama City Beach Utilities Department (4 pages)

SPECIFICATIONS prepared or issued by City of Panama City Beach.

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: _____ 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 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. 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

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 coverage and limits required of CONTRACTOR under this Agreement is 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 retentions 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 Coverage 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 Coverage 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
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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 coverage as required for the underlying Commercial General, Business Automobile and Employers' Liability Coverage with no gaps in continuity of coverage 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 \$5,000,000,each occurrence and aggregate as required by OWNER.

ADDITIONAL INSURANCE

No other insurance will be required by the City for this Contract.

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.

PCB21-06 – ITB- PCB POLICE DEPARTMENT IMPOUND BUILDING RE-ROOFING PROJECT

(SEAL)

OWNER:

CITY OF PANAMA CITY BEACH,
FLORIDA BY:

ATTEST:

NAME: Al Shortt
(Please type)

City Clerk

TITLE: Interim City Manager

City Attorney (as to form only)

CONTRACTOR:

BY: _____

ATTEST:

NAME: _____
(Please Type)

NAME _____
(Please Type)

ADDRESS: _____

[END OF AGREEMENT]

DRUG FREE WORKPLACE
STATEMENT UNDER SECTION 287.087
FLORIDA STATUTES, ON PREFERENCE TO BUSINESSES WITH
DRUG-FREE WORKPLACE PROGRAMS

IDENTICAL TIE BIDS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more BIDS which are equal with respect to price, quality and service are received by the OWNER for this PROJECT, a bid received from a BIDDER that certifies that it has implemented a drugfree workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under BID a copy of the statement specified in paragraph (1).
4. In the statement specified in paragraph (1), notify the employees that, as a condition of working on the commodities or contractual services that are under BID, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace not later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program is such is available in the employee's community, by an employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this Section.

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

BIDDER SIGNATURE

[END OF DRUG-FREE WORKPLACE]

PUBLIC ENTITY CRIMES FORM

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON
PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY
PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS AND SUBMITTED
WITH THE BID

1. This sworn statement is submitted to _____

by _____

For _____

Whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(if the entity has no FEIN, include the Social Security Number of the individual signing this
sworn statement): _____

2. I understand that a "public entity crime" as defined in Section 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in Section 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

3. I understand that "affiliate" as defined in Section 2871.33 (1)(a) , Florida Statutes, means:
(a.) A predecessor or successor of a person convicted of a public entity crime, or

(b.) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees,

members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

4. I understand that a "person" as defined in Section 287.133 (1)(e), Florida Statute, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
5. Based on information and belief, the statement which I have marked below is true in relation to the person submitting this sworn statement. [indicate which statement applies.]

_____ Neither the person submitting this sworn statement, nor any affiliate of the person has been charged with and convicted of a public entity crime causing such person or affiliate to be placed on the convicted vendor list within the last thirty-six (36) months.

_____ The person submitting this sworn statement, or an affiliate of the person has been charged with and convicted of a public entity crime causing such person or affiliate to be placed on the convicted vendor list within the last thirty-six (36) months.

_____ The person submitting this sworn statement, or an affiliate of the person has been charged with and convicted of a public entity crime causing such person or affiliate to be placed on the convicted vendor list within the last thirty-six (36) months. However, it has been determined, pursuant to Section 287.133, Florida Statutes, that it was not in the public interest to place the person submitting this sworn statement or its affiliate on the convicted vendor list. [Attach a copy of the final order].

6. I understand by my execution of this document, I acknowledge that the person submitting this sworn statement has been informed by the City of Panama City Beach, of the terms of Section 287.133(2)(a) of the Florida Statutes which read as follows:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a

contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

7. I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY IMMEDIATELY OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

By: _____

Print name: _____

Its: _____

Sworn to and subscribed before me this _____ day of _____, 20____.

Personally known _____ OR Produced identification _____

Notary Public- State of _____

My commission expires _____

[printed, typed, or stamped
Commissioned Name of Notary Public]

[END OF PUBLIC ENTITY CRIMES]

NOTICE OF AWARD

TO: _____

PROJECT DESCRIPTION:

PCB POLICE DEPARTMENT IMPOUND BUILDING RE-ROOFING PROJECT

The City of Panama City Beach ("City") has considered the BID submitted by you for the above-described Project in response to its Advertisement for Bids dated _____, 2021 and associated Information for Bidders.

You are hereby notified that your Bid in the not to exceed amount of \$ _____ has been accepted by the City. Provided, however, nothing in this Notice or your delivery to the City of the Agreement executed by you (with the required Certificates of Insurance) shall in any manner or way be deemed to create any contract between you and the City. No such contract shall be created unless and until the City signs the Agreement.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance Bond, Payment Bond, and Certificates of Insurance within ten (10) calendar days from the date of this Notice.

If you fail to execute said Agreement, together with the required Certificates of Insurance within ten (10) calendar days from the date of this Notice, City will be entitled to consider all your rights arising out of City's acceptance of your BID as abandoned and as a forfeiture of your Bid Deposit. The City will be entitled to all other rights and remedies as may be available to it at law.

You must return an acknowledged copy of this Notice of Award to the City, with the executed Agreement and required Certificates of Insurance, within the above noted ten (10) calendar day period.

Dated this _____ day of _____, 20__.

[REMIANDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

CITY OF PANAMA CITY BEACH

Owner

By _____

Name: Al Shortt

Title: Interim City Manager

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged

By _____

This the _____ day of _____, 20____.

Name _____

Title _____

[END OF NOTICE OF AWARD]

NOTICE TO PROCEED

TO:

PROJECT DESCRIPTION: "PCB POLICE DEPARTMENT IMPOUND BUILDING RE-ROOFING PROJECT"

You are hereby notified to commence WORK in accordance with the Agreement dated _____ on or before _____, 20 and you are to substantially complete the WORK within 90 consecutive calendar days thereafter. The date of Substantial Completion is therefore _____, 20. You are to achieve Final Completion within 30 days of achieving Substantial Completion. You must return and acknowledge a copy of this Notice to Proceed to the City within five (5) calendar days of your receipt of this Notice.

CITY OF PANAMA CITY BEACH

By:

Name: Al Shortt

Title Interim City Manager

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged

By _____
(Company Name)

This the _____ day of _____, 20____

(Signature)

(Type or Print Name)

(Title)

[END OF NOTICE TO PROCEED]

City of Panama City Beach, Florida
Instructions to Agents on Completing the City Certificate of Insurance

The Florida Department of Insurance has approved the general form and substance of the City's Certificate of Insurance form for use in the State of Florida.

In order to prevent unnecessary, follow up work on the Certificate or delay in the start of your insured's active under its contract with the City, please follow these instructions:

1. Complete the City's Certificate of Insurance as required in your insured's contract with the City
2. Show the full name of your insured as shown in its contract with the City
3. Show the full names of the Insurance companies providing coverages
4. Under the General Liability section, show the coverages applicable by checking the appropriate boxes.
5. If required in your insured's contract with the City, the Specific General Aggregate Limit for the Certificate holder's project or locations must be included in the Commercial General Liability Policy and must be shown with a description of the project or location on the line beginning near the bottom of the Certificate titled "Specific Aggregate Liability".
6. Automobile Liability Coverage should be shown as applicable to "any auto" and "hired and non-owned autos" by checking the appropriate boxes
7. Indicate whether the Excess Liability is written on a "Claims Made" or "occurrence" form. If employers' Liability Coverage is not included, please indicate.
8. Included a brief description of the contract involving your Insured in the space provided under the Description of Operations
9. The liability policies must include the City of Panama City Beach as additional Insured
10. Complete the signature section, showing the mailing address, telephone number and fax number of the Authorized Representative's name under the signature. Facsimile signature is not acceptable, a manual signature of the Authorized Representative is required
11. If time is of the essence in submitting this document, you may send a facsimile transmittal; however, you must provide a cover sheet for the document stating the Agent's signature was manually provided and not a "stamped signature and you must follow-up by mailing the original document back to the Department indicated in the lower left corner of the Certificate

CERTIFICATE OF INSURANCE
(Example)

Certificate of Insurance

In consideration of the premiums charged for the insurance policies shown in this certificate, this certificate of insurance is issued to the certificate holder shown below. This certificate does not amend, extend or alter the coverage afforded by the policies listed below except as shown below.

NAME AND ADDRESS OF AGENCY	COMPANIES AFFORDING COVERAGES
	COMPANY LETTER A
NAME AND ADDRESS OF INSURED	COMPANY LETTER B
	COMPANY LETTER C
	COMPANY LETTER D
	COMPANY LETTER E

This is to certify that the insurance policies listed below have been issued to the insured and are in force at this time. It is agreed that none of these policies will be cancelled, non-renewed or reduced in coverage (except in the application of the aggregate liability limits provision) until after 30 days written notice of such action has been delivered to the certificate holder at its address shown below. The policies shown in this certificate are primary to any insurance carried by the certificate holder or any self insurance thereof, with respect to the activities of the insured named above.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCURRENCE <input type="checkbox"/> OWNER'S & CONTRACTORS PROTECTIVE <input type="checkbox"/> X.G.U. COVERAGES <input type="checkbox"/> _____ <input type="checkbox"/> _____				GENERAL AGGREGATE \$ _____ PRODUCT COMP. OPS AGGREGATE \$ _____ PERSONAL & ADVERTISING INJURY \$ _____ EACH OCCURRENCE \$ _____ FIRE DAMAGE (ANY ONE FIRE) \$ _____ MEDICAL EXPENSE (ANY ONE PERSON) \$ _____ SPECIFIC AGGREGATES *(SEE BELOW) \$ AS ABOVE	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> _____				BODILY INJURY (EACH PERSON) \$ _____ BODILY INJURY (EACH ACCIDENT) \$ _____ PROPERTY DAMAGE \$ _____ BODILY INJURY AND PROPERTY DAMAGE COMBINED \$ _____	
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCURRENCE				BODILY INJURY AND PROPERTY DAMAGE COMBINED \$ _____ STATUTORY (EACH ACCIDENT) \$ _____ (DISEASE POLICY LIMIT) \$ _____ (DISEASE EACH EMPLOYEE) \$ _____	EACH OCCURRENCE \$ _____ AGGREGATE \$ _____
	WORKER'S COMPENSATION and EMPLOYER'S LIABILITY					
	OTHER					

The City of Panama City Beach is included as an additional insured as respects the General, Automobile, and Excess Liability Policies described herein.

DESCRIPTION OF OPERATIONS/VEHICLE/SPECIAL ITEMS:

*SPECIFIC AGGREGATE LIABILITY LIMITS APPLY TO:

NAME AND ADDRESS OF CERTIFICATE HOLDER CITY OF PANAMA CITY BEACH Address: 110 S. Arnold Road Panama City Beach, FL 32413 PHONE: (850) 233-5100 FAX: (850) 233-5108	Date Issued:
	Authorized Representative:
	(Original Signature Required)
	(Print/Type Name)
	Address: Telephone # FAX #

GENERAL CONDITIONS

1. Definitions
2. Additional Instructions and Detail Drawings
3. Intent of the Contract Documents, Drawings and Specifications
4. Shop Drawings
5. Materials, Services, and Facilities
6. Inspection and Testing
7. Substitutions
8. Permits
9. Protection of Work, Property, Persons
10. Supervision by Contractor
11. Changes in the Work
12. Changes in Contract Price
13. Time for Completion and Liquidated Damages
14. Correction of Defective Work
15. Suspension of Work, Termination, and Delay
16. Payment to Contractor
17. Acceptance of Final Payment and Release
18. Assignments
19. Indemnification and Hold Harmless
20. Subcontracting
21. Owner's Representative's Authority
22. Guarantee
23. Claims and Disputes
24. Taxes
25. Contract Time, Schedule of Work and Time Extensions
26. Use of Site
27. Temporary Facilities
28. Clean Up and Disposal of Waste Materials and Hazardous Materials
29. Warranty of Title
30. Gratuities
31. Audit and Access to Records
32. Equal Opportunity Requirements
33. Changed Conditions
34. Compliance with Laws
35. Public Entity Crimes
36. Insurance Requirements

1.0 DEFINITIONS

- a. Unless otherwise expressly noted, wherever used in the Contract Documents the following terms shall have the meanings indicated and shall be applicable to both the singular and plural thereof:
- b. ADDENDA - Written or graphic instruments, issued by Owner prior to the execution of the Agreement, which modify or interpret any of the Contract Documents by additions, deletions, clarifications, or corrections.
- c. BID - The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
- d. BIDDER - Any person, firm, or corporation submitting a Bid for the Work.
- e. CHANGE ORDER - A written order to the Contractor issued in accordance with the procedures set forth in the Contract Documents, authorizing an addition, deletion, or revision in the Work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract Price or Contract Time.
- f. CONSTRUCTION CHANGE DIRECTIVE – A Construction Change Directive is a written order signed by the Owner, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Price or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Agreement, order changes in the Work within the general scope of the Agreement consisting of additions, deletions or other revisions, the Contract Price and Contract Time being adjusted accordingly.
- g. CONTRACT DOCUMENTS – Collectively the Agreement, Proposal Form, General Conditions, Supplemental Conditions, if any, Notice of Award, Notice to Proceed, Drug Free Workplace Program Statement, Public Entity Crimes Statement, , Certificate of Insurance, Release and Affidavit from Contractor, Application and Certificate for Payment, Certificate of Substantial Completion, Contract Change Order(s), Construction Change Directives, Field Orders, Drawings, Specifications and Addenda. The Contract Documents are sometimes referred to herein as the Agreement.
- h. CONTRACT PRICE - The total compensation payable by Owner to Contractor under the terms and conditions of the Contract Documents.
- i. CONTRACT TIME - The total period of time beginning with the date of commencement of the Work as authorized by the City and ending on the required date for Substantial Completion of the Work. The Contract Time is set forth with more specificity in Section 2 of the Agreement.

- j. CONTRACTOR - The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative.
- k. CITY or OWNER – The City of Panama City Beach, Florida, acting through its City Council and Charter Officers.
- l. DRAWINGS - The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.
- m. FIELD ORDER - A written order effecting a clarification or change in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time, issued by Owner to Contractor during construction.
- n. NOTICE OF AWARD - The written notice of the acceptance of the Bid from the City to the successful Bidder.
- o. NOTICE TO PROCEED - Written communication issued by the City to the Contractor authorizing it to proceed with the Work and establishing the date for commencement of the Work.
- p. OWNER - Same as CITY; same as City of Panama City Beach, Florida.
- q. PROJECT – The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and is formally known as the RE-ROOFING PROJECT PCB POLICE DEPARTMENT IMPOUND BUILDING.
- r. PROJECT REPRESENTATIVE -The Project Representative shall be the City's representative with respect to the Project and may be a City employee or an outside consultant. The Project Representative shall have authority to transmit instructions, receive information, and interpret and define the City's policies and decisions with respect to the Work. However, except as may be otherwise expressly authorized in writing by the City, the Project Representative is not authorized on behalf of the City to issue any verbal or written orders or instructions to Contractor that would have the effect, or be interpreted to have the effect, of amending or modifying the terms or conditions of the Contract Documents or modifying or amending in any way whatever the: (1) scope or quality of Work to be performed and provided by Contractor as set forth in the Contract Document; (2) the time within which Contractor is obligated to complete the Work; or (3) the amount of

compensation the City is obligated or committed to pay Contractor as set forth in the Contract Documents.

- s. SHOP DRAWINGS - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a Subcontractor, manufacturer, supplier or distributor, which illustrate how specific portions of the Work shall be fabricated or installed.
- t. SPECIFICATIONS - The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.
- u. SUBSTANTIAL COMPLETION - That date certified by the Owner specified part work is sufficiently completed, in accordance with the Contract Documents, so that the work specified part thereof can be utilized by Owner for the purposes for which it is intended.
- v. SUPPLIER - Any person or organization who supplies materials or equipment for the Work for or on behalf of Contractor, including those fabricated to a special design, but who does not perform labor at the site.
- w. WORK - The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

2.0 ADDITIONAL INSTRUCTION AND DETAIL DRAWINGS

- a. From time to time, Contractor may be furnished additional instructions and detail drawings by the Owner as necessary to permit Contractor to carry out the Work required by the Contract Documents.
- b. Any such additional drawings and instructions supplied to Contractor shall be issued as a Field Order. The Contractor shall carry out the Work in accordance with the additional detail drawings and instructions.

3.0 INTENT OF THE CONTRACT DOCUMENTS, DRAWINGS AND SPECIFICATIONS

- a. It is the intent of the Contract Documents to describe a functionally complete Project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for in the

Contract Documents. If the Contract Documents include words or terms that have a generally accepted technical or industry meaning, then such words or terms shall be interpreted to have such standard meaning unless otherwise expressly noted in the Contract Documents. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in affect at the time the Work is performed, except as may be otherwise specifically stated herein. Provided, however, in the event the standard specification, manual, code, law or regulation is changed after the Agreement has been executed by the parties, a Change Order shall be issued equitably adjusting the Contract Price and/or Contract Time to the extent such change materially impacts the Contract Time and/or Contract Price.

- b. Contractor shall perform the Work consistent with the intent of the Drawings, Specifications, and other Contract Documents, and Contractor shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the Work in accordance with the Contract Documents and all incidental items necessary to complete the Work in an acceptable manner, ready for use, occupancy or operation by the City.
- c. Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts or extent of any part of the Work. In the event of a discrepancy between or among the Drawings, Specifications or other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon Contractor, as determined by the City.
- d. If during the performance of the Work Contractor discovers a conflict, error or discrepancy in the Contract Documents, including the Drawings and Specifications, Contractor immediately shall report same to the Owner in writing, and before proceeding with the Work affected thereby, shall obtain a written interpretation or clarification from the Owner. Work done by the Contractor after discovery of such conflict, error, or discrepancy without such written interpretation or clarification from the Owner, shall be done at the Contractor's risk. Prior to commencing the Work, Contractor shall first take all necessary field measurements and verify the applicable field conditions. After taking such measurements and verifying such conditions, Contractor shall carefully compare such measurements and conditions with the requirements of the Contract Documents, taking into consideration all other

relevant information known to Contractor, for the purpose of identifying and bringing to the City's attention all conflicts or discrepancies with the Contract Documents. Contractor is solely responsible for verifying all field measurements and conditions.

- e. Contractor shall comply with the City's standard forms and procedures as set forth in the City's Project Administration Manual relating to Project administration. To the extent there is no form or procedure for a particular matter, then Contractor shall comply with the form or procedure reasonably required by the City. Once a standard form has been executed by Contractor and Owner as necessary, the executed copy shall become part of the Contract Documents.

4.0 SHOP DRAWINGS

- a. The Contractor shall provide shop drawings as may be necessary for the prosecution of the Work as required by the Contract Documents. The Owner shall promptly review all shop drawings. The Owner's approval of any shop drawing shall not release the Contractor from responsibility for deviations from the Contract Documents. Any shop drawing which deviates from the requirements of the Contract Documents must be first authorized by a Change Order.
- b. When submitted for the Owner's review, shop drawings shall bear the Contractor's certification that it has reviewed, checked and approved the shop drawings and that they are in conformance with the requirements of the Contract Documents.
- c. Portions of the Work requiring a shop drawing or sample submission shall not begin until the shop drawing or submission has been approved by the Owner. A copy of each approved shop drawing and each approved sample shall be kept in good order by the Contractor at the site and shall be available to the Owner.

5.0 MATERIALS, SERVICES AND FACILITIES

- a. It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete and deliver the Work within the Contract Time.
- b. Materials and equipment shall be stored by Contractor to ensure the preservation of their quality and fitness for the Work. Stored materials and

equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection.

- c. Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used cleaned and conditioned as directed by the manufacturer.
- d. Materials, supplies, and equipment shall be in accordance with samples submitted by the Contractor and approved by the Owner.
- e. Materials, supplies and equipment to be incorporated into the Work shall not be purchased by the Contractor or the Subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest or lien is retained by the seller.

6 INSPECTION AND TESTING

- a. All materials and equipment used in the construction of the Project shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the Contract Documents or required by applicable governmental law, rule or regulation.
- b. The City, their respective representatives, agents and employees and governmental agencies with jurisdiction over the Project shall have access at all times to the Work whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper and safe conditions for such access, and also for any inspection or testing thereof. Contractor shall provide the City with timely prior written notice (at least 48 hours) of the readiness of the Work for all required inspections, tests or approvals.
- c. If the Contract Documents or any applicable governmental law, rule, or regulation requires any portion of the Work to specifically be inspected, tested, or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish the Owner the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the Owner.
- d. Neither observations by the City, nor inspections, tests or approvals by the City or others shall relieve the Contractor from the obligations to perform the Work in accordance with the requirements of the Contract Documents.
- e. If any Work is covered contrary to the written instruction of the Owner, it must, if requested by the Owner, be uncovered for the Owner's observation

and replaced at the Contractor's expense.

- f. If any Work that is to be inspected, tested or approved pursuant to the Contract Documents or any applicable governmental law, rule or regulation is covered without such inspection, testing or approval having been satisfactorily obtained by Contractor and without obtaining the written concurrence from Owner, Contractor shall uncover, expose or otherwise make available the Work for such observation, inspection or testing as directed by Owner , and Contractor shall be responsible for all such costs of uncovering, exposing, observation, inspection, testing, and reconstruction.
- g. If the Owner considers it necessary or advisable that covered Work be inspected or tested by others that was not otherwise required to be tested or inspected by the terms of the Contract Documents or any applicable governmental law, rule or regulation, the Contractor, at the Owner 's request, will uncover, expose or otherwise make available for observation, inspection or testing as the Owner may require, that portion of the Work in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such Work is defective, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such Work is not found to be defective, the Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate Change Order shall be issued.

7.0 SUBSTITUTIONS

- a. Whenever a material, article, or piece of equipment is identified on the Drawings or Specifications by reference to brand name or catalogue numbers, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function may be considered. The Contractor may recommend the substitution of a material, article, or piece of equipment of equal substance, quality, and function for those referred to in the Contract Documents by reference to brand name or catalogue number, and if, in the opinion of the Owner, such material, article, or piece of equipment is of equal substance, quality and function to that specified, the Owner may allow its substitution and use by the Contractor. If the Contractor based its bid on "or equal" products and the Owner determines that one or more of the Contractor's proposed "or equal" products included in its bid fails to meet the requirements of the Contract Documents, Contractor may be required, at City's sole discretion, to provide products conforming with the requirements of the Contract Documents at no additional cost to the City per the City's direction.

- b. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall certify that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. Contractor shall also certify that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of Substantial Completion of the Work within the Contract Time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. Contractor shall also provide an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the Owner in evaluating the proposed substitute. Owner may require Contractor to furnish at Contractor's expense additional data about the proposed substitute.

8.0 PERMITS

- a. All permits and licenses necessary for the prosecution of the Work shall be secured and paid for by the Contractor unless otherwise expressly noted in the Contract Documents. These shall include all building permits, burn permits, debris disposal permits, etc. All licenses, easements and variances for permanent structures or permanent changes in existing facilities shall be secured and paid for by the City, unless otherwise specified in the Contract Documents. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and governmental permits and approvals bearing on the conduct of the Work as drawn and specified. If the Contractor observes that the Contract Documents are at variance therewith, the Contractor shall promptly notify the City in writing, and any necessary changes shall be adjusted as provided in Section 11 below.
 - 1) The CONTRACTOR shall: Obtain and pay for any and all permits and licenses as provided for in the General Conditions, except as otherwise provided herein, and in effect at the time of bidding.
 - 2) Schedule all inspections and obtain all written approvals of the agencies required by the permits and licenses.
 - 3) Comply with all construction related conditions specified in each of the permits and licenses.
 - 4) CONTRACTOR shall be responsible for acquiring all construction

permits including local building permits.

9.0 PROTECTION OF WORK, PROPERTY, AND PERSONS

- a. The Contractor is responsible for the safety and protection of all persons and property on or about the Project site during the progress of the Work, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. Further, it is Contractor's responsibility to protect from damage or loss all material and equipment to be incorporated into the Work whether in storage on or off the Project site. Contractor shall initiate, maintain and supervise all safety precautions and programs in connection with the Work and shall develop and implement, in accordance with the requirements of the Contract Documents, a safety plan for the Work. Contractor's safety plan shall include a hurricane protection plan. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by the City has occurred.
- b. The Contractor will comply with all applicable codes, laws, ordinances, rules, regulations and orders of the City and any public body having jurisdiction over the Work, including the Occupational Safety and Health Administration (OSHA) and any State Safety and Health agency requirements and all of their safety codes, laws, ordinances, rules and regulations. The Contractor will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. Contractor shall notify owners of adjacent property and of any underground structures or improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. The Contractor will remedy all damage, injury or loss to any property caused by the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone of whose acts any of them be liable.
- c. In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instructions or authorization from the Owner, shall act to prevent threatened damage, injury or loss. The Contractor will give the Owner prompt written notice of any such emergency and to the extent the emergency was not caused by the fault or neglect of Contractor or anyone for whom Contractor is responsible, a Change Order shall be issued covering the necessary and reasonable changes and deviations involved.
- d. At all times during the performance of the Work at the Project site, Contractor shall have designated, and located on a full-time basis at the

Project site, a qualified individual whose responsibility shall be to monitor and enforce Contractor's safety program at the Project site; such individual shall be deemed to be the Contractor's Project Superintendent. However, Contractor may designate by written notice to the City another individual, reasonably acceptable to the City, who shall be Contractor's safety representative at the Project site.

- e. Alcohol, drugs and all illegal substances are strictly prohibited on the Project site and any City property. All employees of Contractor, as well as those of all Subcontractors and those of any other person or entity for whom Contractor is legally liable (collectively referred to herein as "Employees"), shall not possess or be under the influence of any such substances while on the Project site or any City property. Further, employees shall not bring on to the Project site or any City property any gun, rifle or other firearm, or explosives of any kind. Provided, however, to the extent explosives are reasonably required with respect to the performance of the Work, Contractor shall strictly comply with the Contract Documents and any and all rules and regulations of Owner or of any applicable governmental agency as it relates to the storage, handling and use of such explosives.

10.0 SUPERVISION BY CONTRACTOR

- a. The Contractor will supervise and direct the Work. Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor will employ and maintain on the Project site on a full-time basis a qualified superintendent acceptable to the City. The superintendent and his or her designees shall have full authority to act on behalf of the Contractor and all communications given to the superintendent or his or her designee shall be as binding as if given to the Contractor. The superintendent or his or her designee shall be present on the site at all times when any portion of the Work is being performed to ensure adequate supervision and coordination of the Work.

11.0 CHANGES IN THE WORK

- a. The City may at any time during the progress of the Work, as the need arises and in its sole discretion, order changes within the general scope of the Work without invalidating the Agreement. Promptly after being notified of a change, but in no event more than fourteen (14) days after its receipt of such notification (unless the City has agreed in writing to a longer period of time), Contractor shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, no addition or changes to the Work shall be made except upon a properly issued Change Order, Construction Change Directive or Field Order. No officer, employee or

agent of the City is authorized to direct any extra or changed work without a properly issued Change Order, Construction Change Directive, or Field Order.

- b. All changes to the Work must be authorized by means of a written Change Order that is mutually agreed to by the City and Contractor or a Construction Change Directive issued by the City or a Field Order issued by the City. If the change is to be accomplished through a Change Order, the Change Order, shall be prepared by Contractor, reviewed by the City, and executed promptly by the parties after an agreement is reached between Contractor and the City concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Price and Contract Time shall be adjusted in the Change Order in the manner as the City and Contractor shall mutually agree. The Change Order shall identify the changed work. Also, where the Contract Price is based upon unit prices, a Change Order may be used for work for which quantities have been altered from those shown in the bidding schedule, as well as decreases or increases in the quantities of installed units which are different than those shown in the bidding schedule because of final measurements. All changes must be recorded on an executed Change Order before they can be included in a monthly Application for Payment.
- c. To the extent the Contract Price is based on unit prices, the City reserves the right to increase or decrease a unit price quantity as may be deemed reasonable or necessary in order to complete the Work contemplated by this Agreement.
- d. If the City and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by the City in a written Construction Change Directive. In that event, the Contract Price and Contract Time shall be adjusted in the Construction Change Directive as determined by the City. If Contractor disagrees with the City's adjustment determination, Contractor must make a claim strictly in accordance with the terms of the Contract Documents or else be deemed to have waived any claim it might otherwise have had on that matter.
- e. The City shall have the right to conduct an audit of Contractor's books and records, as well as those of its Subcontractors and Suppliers, to verify the accuracy of Contractor's estimates or claims with respect to Contractor's cost and time impacts associated with any Change Order or Construction Change Directive.
- f. The City at any time may direct Contractor to make changes to the Work

by issuing a Field Order, so long as such changes do not require or result in any adjustment to the Contract Price or Contract Time and are generally within the scope of the Work. Contractor shall proceed with the performance of any changes in the Work so ordered by the City unless the Contractor believes that such Field Order entitles the Contractor to a change in the Contract Price or Contract Time, or both. In the event Contractor believes the Field Order requires a change to the Contract Price or Contract Time, it must provide written notice to the City within five (5) business days of receipt of the Field Order and before starting with any changed Work. Failure to provide such notice waives Contractor's right to claim such work requires a change in the Contract Price or Contract Time. Once Contractor has provided timely written notice, it shall proceed as directed by City in writing, and thereafter shall file a claim in accordance with the procedures required herein.

12.0 CHANGES IN CONTRACT PRICE

- a. The Contract Price may be changed only by a Change Order or Construction Change Directive issued in accordance with the terms of the Contract Documents. If the Change Order or Construction Change Directive provides for an adjustment to the Contract Price, the adjustment shall be based on one of the following methods: mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation; or unit prices stated in the Contract Documents or subsequently agreed upon; or cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or on a time and material basis.

13.0 TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- a. Time is of the essence in the performance of the Work under this Agreement. The date of beginning and the time for completion of the Work are essential conditions of the Contract Documents. The required date of commencement of the Work shall be established in the Notice to Proceed to be issued by the City. As noted in the Agreement, Contractor shall commence the Work within ten (10) calendar days after the required date of commencement. Any Work performed by Contractor prior to the required date of commencement shall be at the sole risk of Contractor. The Notice to Proceed shall be issued within thirty (30) days of the execution of the Agreement by the City. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement of the City and Contractor. If the Notice to Proceed has not been issued within the thirty (30) day period or within the period mutually agreed upon, the Contractor may terminate the Agreement without further liability on the

part of either party by providing the City written notice of such termination, in which event such termination shall be deemed a termination for convenience of the City as set forth in Section 15.5 below. Provided, however, notwithstanding anything in the Contract Documents to the contrary, in the event of such termination pursuant to this Section 15.1, Contractor acknowledges and agrees that no payments will be due Contractor, nor shall the City make any payments to Contractor for any Work that would have been authorized under the Agreement once executed by both parties.

- b. The Contractor will proceed with the Work at such rate of progress to ensure Substantial Completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the City, that the Contract Time for Substantial Completion of the Work is a reasonable period of time. The Construction Schedule shall include the date the Work must be substantially completed by Contractor and all interim milestones required by the City. Substantial Completion of the Work shall be achieved when the Work has been completed to the point where the City can occupy or utilize the Work for its intended purpose. The entire Work shall be fully completed and ready for final acceptance by the City within 30 calendar days after Substantial Completion of the Work or thirty (30) days after Contractor's receipt of the punch list, whichever date occurs last.
- c. Once the Contractor believes it has achieved Substantial Completion of the Work, it shall notify the City in writing and request a substantial completion inspection. The Owner shall provide Contractor a copy of the final punch list. Such final punch list shall be in compliance with the Contract Documents and all applicable laws, including Section 218.735 of the Florida Statutes.
- d. In the event the Work is not fully completed within 30 days from the date of Substantial Completion, the City reserves the right to assess against Contractor its actual damages incurred as a result of such delay by Contractor.

14.0 CORRECTION OF DEFECTIVE WORK

- a. Work not conforming to the requirements of the Contract Documents shall be deemed defective Work. If required by the City, the Contractor shall as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the defective Work has been rejected by the City, remove it from the site and replace it with non-defective Work in accordance with the Contract Documents and without additional expense to the City. Further, Contractor shall bear the expense of making good all work of other contractors performing work on the Project destroyed or damaged by such removal or replacement. Contractor shall bear all direct, indirect

and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold the City harmless for same. Notwithstanding anything herein to the contrary, the City may determine, at its sole discretion, to accept defective Work. If such determination is rendered prior to final payment, a Change Order or Construction Change Directive shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Price. If the City accepts such defective Work after final payment, Contractor shall promptly pay the City an appropriate amount determined by the City to adequately compensate the City for its acceptance of the defective Work.

- b. If the Contractor does not take action to correct defective Work or to remove and replace rejected defective Work or if Contractor fails to comply with any of the provisions of the Contract Documents within ten (10) days after receipt of written notice from the City, the City may correct and remedy any such deficiency at the expense of the Contractor. To the extent necessary to complete corrective and remedial action, the City may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which the City has paid Contractor but which are stored elsewhere. Contractor shall allow the City and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable the City to exercise the rights and remedies under this Section. All direct, indirect and consequential costs of the City in exercising such rights and remedies shall be at Contractor's expense, and a Change Order or a Construction Change Directive shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Price. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by the City of the City's rights and remedies hereunder.

15.0 SUSPENSION OF WORK, TERMINATION, AND DELAY

- a. The City shall have the right to suspend the Work or any portion thereof for a period of not more than ninety (90) days or such additional time as agreed upon by the Contractor, upon giving Contractor written notice of such

suspension to the Contractor. The City shall fix the date on which Work shall be resumed. The Contractor will resume that Work on the date so fixed unless otherwise directed by the City. Provided Contractor strictly complies with the Change Order and Claims procedures set forth in the Contract Documents, Contractor will be entitled to a Change Order adjusting the Contract Price and Contract Time, as provided in the Contract Documents, to the extent attributable to any such suspension, unless said suspension is due to the fault or neglect of Contractor or anyone for whom Contractor is responsible.

- b. Contractor shall be considered in material default of the Agreement and such default shall be considered cause for the City to terminate the Contractor's right to continue to perform under the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the City or as provided for in the approved Construction Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work contrary to the requirements of the Agreement; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to comply with any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) fails to supply sufficient skilled workmen or suitable materials or equipment; or (11) fails to promptly pay its Subcontractors and Suppliers; or (12) disregards the authority of the City or; or (12) materially breaches any other provision of the Contract Documents. In rendering its decision as to whether one of the causes under Section 17.3 exist which would permit the City to terminate the Agreement, the City shall be entitled to rely upon the determination of the City Attorney concerning such matter.

- 1) In such event, and after giving the Contractor a minimum of ten (10) days from delivery of a written notice to cure any such default (or a maximum of sixty (60) days in the event the default cannot reasonably be cured within ten (10) days provided that Contractor commences to cure within ten (10) days and thereafter diligently and continuously pursues said cure), the City may at its option, and without releasing or waiving its rights and remedies against Contractor and without prejudice to any other right or remedy, terminate Contractor's right to proceed under the Agreement in whole or in part, and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, take assignments of

any of Contractor's subcontracts and purchase orders that the City may designate, and finish the Work by whatever method the City in its sole discretion may deem expedient.

- 2) If Contractor's right to proceed under the Agreement is terminated, Contractor shall not be entitled to receive any further payment until the Work is finished. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including Engineer and attorneys' fees) or damages incurred by the City incident to such completion (collectively "Completion Costs"), shall be deducted from the unpaid balance of the Contract Price. Upon the City's completion, if the unpaid balance of the Contract Price exceeds the Completion Costs, such excess shall be paid to the Contractor. If the Completion Costs exceed the unpaid balance of the Contract Price, Contractor shall pay promptly to the City on demand the full amount of such excess and interest thereon at a rate of 6% per annum until paid.
 - 3) The liability of Contractor hereunder for Completion Costs shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by the City in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefor or re-letting the Work, and in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder. Further, in the event the City has exercised its right to terminate due to Contractor's default, Contractor shall be prohibited from bidding or otherwise seeking additional work from the City in accordance with the City's then current debarment policy.
 - 4) The City may deduct from any payment, any sum owed by the City to Contractor, either under this Agreement or any other agreement between the City and the Contractor. Further, a default by Contractor under any other agreement with the City shall be deemed a default under this Agreement and a default under this Agreement shall be deemed a default under any other agreement between the City and Contractor.
- c. Where the Contractor's services have been so terminated by the City, said termination shall not affect any right of the City against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the City due the Contractor will not release the Contractor from compliance with the Contract Documents. Further, if after notice of termination of Contractor's right to proceed pursuant to Section 15.3, it is determined for any reason that Contractor was not in default, or that its

default was excusable, or that the City is not entitled to the remedies against Contractor provided herein, then such termination shall be deemed a termination for the City's convenience and Contractor's remedies against the City shall be the same as and limited to those afforded Contractor under Section 15.5 below.

- d. The City shall have the right to terminate this Agreement without cause upon ten (10) days from delivery of a written notice to the Contractor. In the event of such termination for convenience, Contractor's sole and exclusive recovery against the City shall be limited to that portion of the Contract Price earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against the City, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

16.0 PAYMENT TO CONTRACTOR

- a. At least ten (10) days before submitting the first Application for Payment, the Contractor shall submit to the City a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the City or Engineer may require. It is anticipated the schedule of values substantially will be based upon the Contractor's completed Bid Proposal Form, attached as Section 00030. This schedule, unless objected to by the City or Engineer, shall be used as a basis for reviewing the Contractor's Applications for Payment. On or before the 25th of each month, the Contractor will submit to the Owner an Application for Payment filled out and signed by the Contractor covering the Work performed since the previous month's Application for Payment. The Application for Payment may also include the cost of such materials and equipment which are suitably stored either at or off the site to the extent such payment is approved by City. Invoices received after the 25th day of each month shall be considered for payment as part of the next month's Application for Payment. Contractor's Application for Payment shall be in such form and contain such detail and backup as the City reasonably may require.

- 1) If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at or off the site, the Application for Payment shall also be accompanied by such supporting data, satisfactory to the City, as will establish the City's title to the material and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect City's interest therein,

all of which shall be subject to City's satisfaction. City has the discretion whether or not to pay for such unincorporated materials.

- 2) The City will, within ten (10) days after receipt of each Application for Payment, indicate in writing its recommendation as to that portion of the payment being requested by Contractor in the Application for Payment which Owner believes is due and payable. The City shall pay Contractor that portion of the Application for Payment approved by the Owner within fifteen (15) days of the City's receipt of the Owner's payment recommendation.
- 3) City shall retain an amount equal to 10% of the approved amount to be paid Contractor under each monthly Application for Payment. The retainage shall be accumulated and not released to Contractor until final payment is due. Provided, however, the City reserves the right, in its sole discretion, to reduce such retainage prior to final payment; but at no time shall the retainage be reduced to less than five percent (5%) prior to Contractor achieving Substantial Completion. Provided, further however, if at any time during this Agreement, and in the City's sole discretion, the City becomes dissatisfied with Contractor's performance or if Contractor is in default, the City shall have the right to reinstate the full amount of retainage at ten percent (10%).
- 4) Monthly payments to Contractor shall in no way imply approval or acceptance of the Work.
- 5) Each Application for Payment shall be accompanied by a claim release and waiver in the form set forth in the City's Project Administration Manual from Contractor for all materials, labor, equipment, services and other bills associated with that portion of the Work payment is being requested in that Application for Payment. Further, each Application for Payment shall be accompanied by a claim release and waiver in the form set forth in the City's Project Administration Manual from all Subcontractors and Suppliers evidencing their payment in full through the previous month's Application for Payment. Also, each Application for Payment shall be accompanied by an updated Construction Schedule, a list inventorying all stored materials, a monthly progress status report, and any other document reasonably requested by City. The City shall not be required to make payment until and unless such releases, documents and information are furnished by Contractor. Further, if Contractor is withholding any portion of a payment to any Subcontractor or Supplier for any labor, services, or materials for which the City has paid Contractor, Contractor agrees to refund such money to the City upon demand by the City.

- 6) The City may reject an Application for Payment, in whole or in part, submitted by Contractor if such Application for Payment is not submitted in strict accordance with the requirements of this Article 18. In such event, City shall notify Contractor in writing within twenty (20) business days after receipt of such Application for Payment that such Application for Payment, or portion thereof, has been rejected and the reasons for such rejection. If Contractor resubmits a corrected Application for Payment correcting, in Owner's sole determination, the deficiency specified in the rejection notice, then City shall pay Contractor the corrected portion of the Application for Payment within ten business days after the date the corrected Application for Payment is received by City.
- b. Prior to Substantial Completion, the City, may use any completed or substantially completed portions of the Work. Such use shall not constitute an acceptance of such portions of the Work.
- c. The City shall have the right to enter the Project site for the purposes of doing work not covered by the Contract Documents. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the Work, or the restoration of any damaged Work except such as may be caused by agents or employees of the City.
- d. Upon completion and acceptance of the Work, the City shall issue a certificate attached to the final payment request that states the Work has been fully performed in accordance with the requirements of the Contract Documents and recommends final payment in the amount reflected in the attached final payment request. The City shall make final payment to Contractor within thirty (30) days after the Work is finally accepted by the City, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished the City with a properly executed and notarized final release in the form set forth in the City's Project Administration Manual, as well as, a duly executed copy of the surety's consent to final payment and such other documentation that may be required by the Contract Documents or the City.
- e. Late payments shall accrue interest from the date payment was due until payment is received at the rate of six percent (6%) per annum.
- f. No error or oversight in the making of payment or completion certificates shall relieve the Contractor from its obligation to do and complete the Work in accordance with the requirements of the Contract Documents.

17.0 ACCEPTANCE OF FINAL PAYMENT AS RELEASE

- a. The acceptance by the Contractor of final payment shall be and shall operate as a full release and waiver of any and all claims by Contractor against the City arising out of this Agreement or otherwise relating to the Project, except those identified in writing by Contractor as unsettled in its final Application for Payment. Any payment, however, final or otherwise shall not release the Contractor from any obligations under the Contract Documents. Neither the acceptance of the Work nor payment by the City shall be deemed to be a waiver of the City's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the City or Engineer at the time of final inspection.

18.0 ASSIGNMENTS

- a. 18.1 Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the City, which consent shall be at City's sole discretion. If Contractor does, with City's written approval, assign this Agreement or any part thereof, Contractor shall not be released from any of its obligations or responsibilities under this Agreement.

19.0 INDEMNIFICATION AND HOLD HARMLESS

- a. To the maximum extent permitted by Florida law, Contractor shall indemnify and hold harmless the City and its officers and employees from any and all liabilities, claims, damages, penalties, demands, judgments, actions, proceedings, losses or costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, whether resulting from any claimed breach of this Agreement by Contractor or from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement.
- b. Contractor's obligation to indemnify and hold harmless under this Article 22 will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the City or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.
- c. The obligation of the Contractor under this Article 22 shall not extend to the liability of the Owner, its agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications.

20.0 SUBCONTRACTING

- a. Contractor shall review the design and shall determine how it desires to divide the sequence of construction activities. Contractor will determine the breakdown and composition of bid packages for award of subcontracts, based on the current Construction Schedule, and shall supply a copy of that breakdown and composition to the City for their review and approval. The Contractor may utilize the services of specialty Subcontractors on those parts of the Work which, under normal contracting practices, are performed by specialty Subcontractors. Contractor shall be solely responsible for and have control over the Subcontractors.
- b. Prior to submitting its first Application for Payment, Contractor shall submit to the City a list of the names, addresses, licensing information and phone numbers of the Subcontractors Contractor intends to use for each portion of the Work, as well as identifying in writing those portions of the Work it intends to perform with its own employees. The Contractor shall not use a Subcontractor or Supplier against whom the Owner has a reasonable objection. The list identifying each Subcontractor cannot be modified, changed, or amended without prior written approval from the City. Contractor shall continuously update that list, so that it remains current and accurate throughout the entire performance of the Work. Any and all work to be self-performed by Contractor must be approved in writing by the City in its sole discretion prior to commencement of such Work. The Contractor shall not award work to Subcontractor(s) in excess of fifty percent (50%) of the Contract Price, without prior written approval of the City.
- c. The Contractor shall be fully responsible for and have control over the acts and omissions of its Subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by it.
- d. The Contractor shall cause appropriate provisions to be inserted in all Subcontracts relative to the work to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the work of Subcontractors and give the Contractor the same power to terminate any subcontract that the City may exercise over the Contractor under any provision of the Contract Documents. Further, each subcontract shall require that any claims by a Subcontractor for delay or additional cost must be submitted to Contractor within the time and in the manner in which Contractor must submit such claims to the City, and that failure to comply with such conditions for giving notice and submitting claims shall result in the waiver of such claims.
- e. All subcontracts between Contractor and its Subcontractors shall be in writing and are subject to the City's approval. Further, all subcontracts shall

- (1) require each Subcontractor to be bound to Contractor to the same extent Contractor is bound to the City by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the Subcontractor, (2) provide for the assignment of the subcontracts from Contractor to the City at the election of the City upon termination of Contractor, (3) provide that the City will be an additional indemnified party of the subcontract, (4) provide that the City will be an additional insured on all insurance policies required to be provided by the Subcontractor except workman's compensation, (5) assign all warranties directly to the City, and (6) identify the City as an intended third-party beneficiary of the subcontract.
- f. Nothing contained in this Agreement shall create any contractual relation between any Subcontractor or Supplier and the City. All subcontracts and purchase orders entered into by Contractor must be in writing, and upon demand from City, Contractor shall deliver to City a full and complete copy of any or all such subcontracts and purchase orders.
- g. Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the Subcontractor will be bound. Each Subcontractor shall similarly make copies of such documents available to its sub-subcontractors.
- h. The Contractor shall not use a Subcontractor or Supplier against whom the City has a reasonable objection and Contractor shall not be required to contract with anyone it reasonably objects to.
- i. The City is under no duty or obligation whatsoever to any Subcontractor, Supplier, laborer or other party to ensure that payments due and owing by the Contractor to any of them will be made.

21.0 OWNER REPRESENTATIVE'S AUTHORITY

- a. The City's representative shall decide questions which may arise as to quality and acceptability of materials furnished and Work performed and shall interpret the intent of the Contract Documents in a fair and reasonable manner. The Owner's representative(s) will make visits to the site and determine if the Work is proceeding in accordance with the Contract Documents.
- b. The Contractor will be held strictly to the intent of the Contract Documents in regard to the quality of materials, workmanship, and execution of the Work. Inspections may be at the factory or fabrication plant of the source of material supply.
- c. The City will not be responsible for the construction means, controls,

techniques, sequences, procedures, or construction safety.

- d. The Owner shall promptly make decisions relative to interpretation of the Contract Documents.

22.0 GUARANTEE

- a. The Contractor warrants to the City that materials and equipment furnished under the Agreement will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. Contractor further warrants to the City that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. Further, any special warranty to be provided will be in such form as is acceptable to the City and shall not include any exclusions, exceptions or modifications except to the extent approved by the City in its sole discretion. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear from normal usage. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
- b. Contractor expressly warrants to the City that it shall promptly correct, upon receipt of written notice from the City, any portion of the Work which is found to be defective or otherwise not in conformance with the requirements of the Contract Documents. The City will give notice of observed defects with reasonable promptness. Provided, however, in the event that any defective or non-conforming Work is determined by the City in its sole discretion to present an immediate threat to safety or security, the City shall be entitled to correct or replace such defective or non-conforming portions of the Work, and Contractor shall reimburse the City for all costs and expenses incurred by the City in correcting or replacing such Work. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the City may do so and charge the Contractor the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period. With respect to the correction or replacement of any defective or nonconforming Work, Contractor shall be liable for all damage to any part of the Work itself and to any adjacent property which is caused by such corrective or replacement

work.

- c. Contractor shall obtain and assign to the City all express warranties given to Contractor by any Subcontractors or by Suppliers.

23.0 CLAIMS AND DISPUTES

- a. The term "Claim" as used herein shall mean any and all demands made by one party hereunder against the other party, whether such demand be for money, time or the assertion of any right or obligation that arises out of the Contract Documents.
- b. Initial notice of Claims by Contractor shall be made in writing to the City within seven (7) calendar days after the first day of the event giving rise to such Claim or such other time period as may be expressly provided in the Contract Documents.
- c. If Contractor fails to give such written notice within the required time period, Contractor shall be deemed to have waived the Claim. Written data supporting Contractor's claim shall be submitted to the City within thirty (30) calendar days after the occurrence of the event, or such other time period as may be expressly provided in the Contract Documents, unless the City grants additional time in writing, or else Contractor shall be deemed to have waived the Claim. Contractor shall proceed diligently with its performance as directed by the City, regardless of any pending Claim, unless otherwise agreed to by the City in writing. The City shall continue to make payments of all undisputed amounts in accordance with the Contract Documents during the pendency of any Claim.
- d. Prior to the initiation of any action or proceeding permitted by this Agreement to resolve disputes between the parties, the parties shall make a good faith effort to resolve any such disputes by negotiation between the President or Vice-President for the Contractor and the City Manager. Failing resolution, and prior to the commencement of depositions in any litigation between the parties with respect to the Project, the parties shall attempt to resolve the dispute through mediation before an agreed-upon Circuit Court Mediator certified by the State of Florida. Should either party fail to submit to mediation as required hereunder, the other party may request a court of law to order mediation under Florida Statutes Section 44.102.
- e. Any litigation between the City and Contractor (which term for the purposes of this Section shall include Contractor's surety), whether arising out of any Claim or arising out of the Agreement or any breach thereof, shall be brought, maintained and pursued solely and exclusively in the appropriate

State courts of the State of Florida as set forth in Section 18.2. The City and Contractor each hereby waive and renounce any and all rights and options which they, or either of them, have or might have to bring or maintain any such litigation or action in the Federal Court system of the United States or in any United States Federal District Court. Venue of any such litigation between the City and Contractor shall lie and be only in the appropriate State courts in and for Bay County, Florida. Contractor consents and submits to the exclusive jurisdiction of any such court and agrees to accept service of process from the State of Florida in any matter to be submitted to any such court.

24.0 TAXES

- a. The Contractor will pay all applicable sales, consumer, use and other similar taxes required by the laws of the place where the Work is performed.

25.0 CONTRACT TIME, SCHEDULE OF WORK AND TIME EXTENSIONS

- a. Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its Subcontractors and Suppliers, as well as coordinating its Work with all work of others at the Project site, so that its Work or the work of others shall not be delayed or impaired by any act or omission by Contractor or anyone for whom Contractor is liable. All Work under this Agreement shall be arranged and be carried out in such a manner as to complete the Work on or before the required date of Substantial Completion. The Contractor must notify the City at the time of bidding if the chronology of the Work as shown, or the subdivision of work will affect warranties or guarantees in any way. No such claims shall be allowed once the Work has begun.
- b. Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulation, strikes, lockouts, unusually severe weather conditions by comparison with the ten-year Bay County, Florida average not reasonably anticipatable (to the extent Contractor was unable to perform any portion of the Work that was on the critical path of the approved Construction Schedule during those inclement weather days), Contractor shall notify Owner in writing within seven (7) calendar days after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

- c. The Contractor is required to furnish adequate manpower at the Project to complete the Work within the Contract Time and in accordance with the Construction Schedule. Should payment of premium time, bonuses, or the like be necessary to attract sufficient manpower for the Project, such extra labor costs shall be borne by the Contractor without additional compensation from the City. Further, should the Contractor's Work, through no fault of the City, or City's other contractors, fail to progress in accordance with the Construction Schedule, and if, in the opinion of the City, the Work cannot be substantially completed within the Contract Time, or if deemed necessary to protect this or adjoining work from damage, the Contractor shall work such additional time over the established hours of work, but excluding Holidays, as required to meet the schedule time without additional expense to the City. In such event, Contractor shall reimburse City for any additional costs incurred by the City associated with such overtime.
- d. When so ordered in writing by the City, whether to advance the date of Substantial Completion, or for any other reason for the City's benefit, the Contractor shall work overtime and or additional shifts. If the order for such acceleration is not the result of Contractor being behind the approved Construction Schedule, Contractor shall be entitled to a Change Order increasing the Contract Price by its actual net premium costs of such overtime and or shifts so ordered and so worked, including insurance and taxes applicable thereto, (without other overhead or profit). Such costs and expenses shall be subject to audit by the City.
- e. When any period of time is referenced by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day recognized by the City as a legal holiday, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday. The term "business day" as used herein shall mean all days of the week excluding Saturdays, Sundays and all legal holidays observed by the City.

26.0 USE OF SITE

- a. The Contractor shall confine its use of the site for storage of materials, erection of temporary facilities and parking of vehicles to areas within its Agreement limits as directed by the Owner's representative. The Contractor shall not unnecessarily encumber the site at any time.
- b. Contractor acknowledges that areas of the site in which Work under this Agreement may be performed may be used by other contractors for storage of materials, erection of temporary facilities and parking of vehicles. Areas used by other contractors will be vacated, as directed by the Owner's

representative to permit Work under this Agreement, provided reasonable notice is given requesting such, all in accordance with the approved Construction Schedule.

- c. No signs or advertisements shall be displayed on the site or building except with the written consent of the City.

27.0 TEMPORARY FACILITIES

- a. The Owner shall provide electric power and water as may be required for construction purposes. At completion of the Work, all temporary facilities shall be removed from the site.
- b. The Contractor shall provide sanitary facilities for its workmen at all times. Sanitary facilities shall be of an approved chemical type with regular servicing and appropriately screened from public view, as approved by the Owner and all applicable health authorities.

28.0 CLEAN UP AND DISPOSAL OF WASTE MATERIALS AND HAZARDOUS MATERIALS

- a. No burial of waste materials will be permitted on the site. The Contractor shall at all times keep the site free from accumulations of waste material or debris caused by its operations and shall immediately remove same when necessary or required by the City. If Contractor fails to keep the Project site clean, the City has the right, after providing a twenty-four (24) hour written notice, to perform any required clean up and to back charge Contractor for the costs of such clean up. At the completion of the Work, and before final inspection and acceptance of the Work, Contractor shall clean ditches, shape shoulders and restore all disturbed areas, including street crossings, grass plots, regrassing if necessary, to as good condition as existed before Work started, and remove all debris, rubbish and waste materials from and about the Project site, as well as all of Contractor's (and its Subcontractors') tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean and ready for occupancy by the City. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to condition at least equal to that existing at the time of Contractor's commencement of the Work.
- b. If Contractor encounters on the Project site any materials reasonably believed by Contractor to be petroleum or petroleum related products or other hazardous or toxic substances which have not been rendered

harmless, Contractor immediately shall (i) stop Work in the area affected and (ii) report the condition to the City in writing. If the Work is so stopped and hazardous material is found, the Work in the affected area shall not thereafter be resumed except by Change Order. Any such Change Order shall include, but not be limited to, an equitable adjustment to the Contract Time and Contract Price as appropriate and in accordance with the terms of the Contract Documents. If no hazardous material is found after the Work is stopped, no Change Order is required to resume the Work in the affected area. Further, if the hazardous material was generated or caused by Contractor or anyone for whom Contractor is responsible, or if Contractor failed to stop Work or give the written notice required above, no Change Order will be required for an adjustment in the Contract Time or Contract Price and Contractor shall indemnify the City and hold the City harmless for any costs incurred by the City with respect to such hazardous material generated or caused by Contractor or anyone for whom it is responsible or any increased costs incurred by City as a result of Contractor's failure to stop Work or give the required written notice.

29.0 WARRANTY OF TITLE

- a. No material, supplies or equipment for the Work shall be purchased by the Contractor subject to any chattel mortgage or under a conditional sale or other agreement by which a lien or an interest therein or any part thereof is retained by the seller or supplier. The Contractor warrants good title to all materials, supplies and equipment installed or incorporated in the Work and title to all such items shall pass to the City upon its incorporation into the Work or payment, whichever occurs first. Contractor shall, at all times, keep the site, together with all improvements and appurtenances constructed or placed thereon by it, free from any claims, liens or charges and further agrees that neither Contractor nor any person, firm, or corporation furnishing any material or labor for any Work covered by this Agreement shall have any right to a lien upon the Work, site or any improvements or appurtenances thereon. The Contractor shall not at any time suffer or permit any lien, attachment, or other encumbrances under the law of Florida or otherwise by any person or persons whomsoever to remain on file with the City against any money due or to become due for any work done or materials furnished under the Agreement or by reason of any other claim or demand against the Contractor. Such lien, attachment, or other encumbrance, until it is removed, shall preclude any and all claims or demands for any payment to Contractor under virtue of this Agreement.

30.0 GRATUITIES

- a. If the City finds after a notice and hearing that the Contractor, or any of the Contractor's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee, or agent

of the City, the State, or other officials in an attempt to secure this Agreement or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement, the City may, by written notice to the Contractor, terminate this Agreement for Contractor default. The City may also pursue other rights and remedies that the law or this Agreement provides.

- b. In the event this Agreement is terminated as provided in Section 35.1, the City may pursue the same remedies against the Contractor as it could pursue in the event of a breach of the Agreement by the Contractor. As a penalty, in addition to any other damages to which it may be entitled by law, the City may pursue exemplary damages in an amount (as determined by the City) which shall be not less than three nor more than ten times the costs the Contractor incurs in providing any such gratuities to any such official, agent or employee of the City.

31.0 AUDIT AND ACCESS TO RECORDS

- a. Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of three (3) years from the date of termination of this Agreement or the date the Project is completed, whichever is later or such longer period of time as may be required by law. Contractor shall require all of its Subcontractors to likewise retain all of their Project records and supporting documentation. The City, and any duly authorized agents or representatives of the City, shall be provided access to all such records and supporting documentation at any and all times during normal business hours upon request by the City. Contractor shall make all such Project records and supporting documentation available in Bay County, Florida. Further, the City, and any duly authorized agents or representatives of the City, shall have the right to audit, inspect and copy all of Contractor's and any Subcontractor's Project records and documentation as often as they deem necessary and Contractor shall cooperate in any audit, inspection, or copying of the documents. This access, inspection, copying and auditing rights shall survive the termination of this Agreement.

32.0 EQUAL OPPORTUNITY REQUIREMENTS

- a. For all contracts in excess of \$10,000, the Contractor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
- b. The Contractor's compliance with Executive Order 11246 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative

action obligations required by the Standard Federal Equal Employment Opportunity Construction Contract Specifications, as set forth in 41 CFR Part 60-4 and its efforts to meet the goals established for the geographic area where the Agreement is to be performed.

33.0 CHANGED CONDITIONS

- a. Notwithstanding anything in the Contract Documents to the contrary, if conditions are encountered at the Project site which are (i) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (ii) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, and which reasonably should not have been discovered by Contractor as part of its scope of site investigative services required pursuant to the terms of the Contract Documents, then Contractor shall provide the City with prompt written notice thereof before conditions are disturbed and in no event later than seven (7) calendar days after first observance of such conditions. The City shall promptly investigate such conditions and, if they differ materially and cause an increase or decrease in Contractor's cost of, or time required for, performance of any part of the Work, the City will acknowledge and agree to an equitable adjustment to the Contract Price or Contract Time, or both, for such Work. If the City determines that the conditions at the site are not materially different from those indicated in the Contract Documents or not of an unusual nature or should have been discovered by Contractor as part of its investigative services, and that no change in the terms of the Agreement is justified, the City shall so notify Contractor in writing, stating its reasons. Claims by Contractor in opposition to such determination by the City must be made within seven (7) calendar days after Contractor's receipt of the City's written determination notice. If the City and Contractor cannot agree on an adjustment to the Contract Price or Contract Time, the dispute resolution procedure set forth in the Contract Documents shall be complied with by the parties.

34.0 COMPLIANCE WITH LAWS

- a. Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, administrative orders, regulations and requirements applicable to the Project, including but not limited to those dealing with safety.

35.0 PUBLIC ENTITY CRIMES

- a. By its execution of the Agreement and the Contractor's Public Entities Crime

Statement, in the form set forth in Section 00097). Contractor acknowledges that it has been informed by the City of and warrants that it is in compliance with the terms of Section 287.133(2)(a) of the Florida Statutes which reads as follows:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

37.0 INSURANCE REQUIREMENTS

- b. During the term of this Agreement, Contractor shall provide, pay for, and maintain, with companies satisfactory to the City, the types and limits of insurance required by the Contract Documents. All insurance shall be from responsible companies eligible to do business in the State of Florida. Simultaneously with the execution and delivery of this Agreement by Contractor, Contractor shall deliver to the City the properly completed and executed Certificate of Insurance, in the form set forth in Section 00099 along with any other properly completed and executed Certificates of Insurance that may be necessary, evidencing the fact that Contractor has acquired and put in place the insurance coverages and limits required herein. In addition, certified, true and exact copies of all insurance policies required shall be provided to the City, on a timely basis, if requested by the City. These Certificates and policies shall contain provisions that at least thirty (30) calendar days advanced written notice by registered or certified mail shall be given the City of any cancellation, intent not to renew, or any policy change that would result in a reduction in the policies' coverages, except in the application of the Aggregate Limits Provisions. The renewal of any insurance required to be maintained by Contractor hereunder shall be by a renewal Certificate of Insurance in the same form as was required for the original Certificate of Insurance, which renewal Certificate of Insurance shall be delivered to City at least ten (10) calendar days prior to expiration of current coverages so that there shall be no interruption in the Work due to lack of proof of insurance coverages required of Contractor under this Agreement.
- c. Contractor shall also notify the City, in the same manner required in Section

40.1 above, within two (2) calendar days after Contractor's receipt, of any notices of expiration, cancellation, non-renewal or material change in coverages or limits received by Contractor from its insurer, and nothing contained herein shall relieve Contractor of this requirement to provide notice. In the event of a reduction in the aggregate limit of any policy to be provided by it hereunder, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy. If, at any time, City requests a written statement from an insurance company as to any impairment to any aggregate limit of any policy to be provided by it hereunder, Contractor shall promptly authorize and cause to be delivered such statement to City. All insurance coverages of Contractor shall be primary to any insurance or self-insurance program carried by the City applicable to this Agreement. Any such self-insurance programs or coverages shall not be contributory with any insurance required of the Contractor under the terms of this Agreement. All insurance policies, other than the Workers Compensation policy and the Surveyor's Professional Liability policy, provided by Contractor to meet the requirements of this Agreement shall name the City as an additional insured through the use of ISO Endorsement No. CG 20.10.10.01 and No. CG 20.37.10.01 wording, as to the operations of Contractor under the Contract Documents and shall also provide the Severability of Interest provision (also referred to as the Separation of Insureds provision). Companies issuing the insurance policy or policies shall have no recourse against the City for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.

- d. All insurance policies to be provided by Contractor pursuant to the terms hereof shall be performable in Bay County, Florida and must expressly state that the insurance company will accept service of process in Bay County, Florida and that the exclusive venue and exclusive jurisdiction for any action concerning any matter under those policies shall be in the appropriate state court situated in Bay County, Florida.
- e. The acceptance by the City of any Certificate of Insurance pursuant to the terms of this Agreement evidencing the insurance coverages and limits required hereunder does not constitute approval or agreement by the City that the insurance requirements have been met or that the insurance policies shown on the Certificates of Insurance are in compliance with the requirements of this Agreement.
- f. Before starting and until completion of all Work required hereunder, Contractor shall procure and maintain insurance of the types and to the limits specified in the Contract Documents. Contractor shall require each of its Subcontractors to procure and maintain, until the completion of that Subcontractor's work or services, insurance of the types and to the limits

specified in the Contract Documents, unless such insurance requirement for the Subcontractor is expressly waived or modified in writing by the City. Contractor shall not enter or otherwise occupy the Project site or commence any Work to be performed under this Agreement at the Site or any other property of the City until all insurance required hereunder has been obtained by Contractor and such proof of insurance, as the same is required under this Agreement, has been delivered to City. Contractor shall require all property insurance policies related to the Work and secured and maintained by Contractor and its Subcontractors to include provisions providing that each of their insurance companies shall waive all rights of recovery, under subrogation or otherwise, against the City and any of its separate contractors and the agents, employees and subcontractors of any of them.

- g. Should at any time Contractor or any of its Subcontractors not maintain the insurance coverages required in this Agreement, the City may terminate this Agreement for Contractor default or at its sole discretion shall be authorized to purchase such coverages and charge Contractor for such coverages purchased, to include a fifteen percent (15%) administrative fee. If Contractor fails to reimburse the City for such costs within thirty (30) calendar days after demand, the City has the right to offset those costs from any amount due Contractor under this Agreement. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company/companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under this Agreement. If the City exercises its option to purchase such required coverages, the coverages shall not be cancelled by Contractor and shall stay in force until the normal expiration date according to the terms and conditions of the insurance policy.
- h. As may be required by City from time to time, the status of any insurance aggregate limits is to be confirmed in writing by the respective insurance companies. The amounts and types of insurance Contractor shall comply with all of the requirements of this Section 41 unless otherwise agreed to, in writing, by City.

[END OF GENERAL CONDITIONS]

SUBMITTALS

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

- A. The CONTRACTOR shall submit to the OWNER for review such working drawings, shop drawings, test reports and data on materials and equipment (hereinafter in this Section called data), and material samples (hereinafter in this Section called samples) as are required for the proper control of work, including but not limited to those working drawings, shop drawings, data and samples for materials and equipment specified elsewhere in the Specifications and in the Contract Drawings.
- B. The CONTRACTOR shall note that there are specific submittal requirements in other sections of these Specifications.
- C. The CONTRACTOR is to maintain an accurate updated submittal log and shall bring this log to each scheduled progress meeting with the OWNER and the OWNER. This log should include the following items:
 - 1. Submittal-Description and File Number assigned.
 - 2. Date to OWNER.
 - 3. Date returned to CONTRACTOR (from OWNER).
 - 4. Status of Submittal
 - a. Reviewed
 - b. Furnish as Corrected
 - c. Revise and Resubmit
 - d. Submit Specific Item
 - e. Rejected
 - 5. Date of Resubmittal and Return (as applicable).
 - 6. Date material released (for fabrication).
 - 7. Projected date of fabrication.
 - 8. Projected date of delivery to site.

1.2 SHOP DRAWINGS

- A. When used in the Contract Documents, the term "shop drawings" shall be considered to mean CONTRACTOR's plans for material and equipment which become an integral part of the Project. These drawings shall be complete and detailed. Shop drawings shall consist of fabrication, erection and setting drawings and schedule drawings, manufacturer's scale drawings, bills of material, wiring and control diagrams, and inspection and test reports including performance curves and certifications as applicable to the Work.

- B. All details on shop drawings submitted for approval shall clearly show the elevations of the various parts to the main members and lines of the structure and/or equipment, and where correct fabrication of the work depends upon field measurements, such measurements shall be made and noted on the shop drawings before being submitted for approval.
- C. See Shop Drawing Schedule requirements in subparagraph 1.7 CONTRACTOR'S RESPONSIBILITY.

1.3 PRODUCT DATA

- A. Product data as specified in individual sections, include, but are not necessarily limited to, standard prepared data for manufactured products (sometimes referred to as catalog data), such as the manufacturer's product specification and installation instructions, availability of colors and patterns, MANUFACTURER'S printed statements of compliances and applicability, roughing-in diagrams and templates, catalog cuts, product photographs, standard wiring diagrams, printed performance curves and operational-range diagrams, production or quality control inspection and test reports and certifications, mill reports, product operating and maintenance instructions and recommended spare-parts listing storage instructions, and printed product warranties, as applicable to the work.

1.4 SUBMITTAL REQUIREMENTS

- A. The CONTRACTOR shall review, approve, and submit, with reasonable promptness and in such sequence as shown on the Shop Drawing Submittal Schedule so as to cause no delay in the Contract Work
- B. The CONTRACTOR shall submit electronically one digital copy of the submittal in pdf version and four (4) printed copies of all shop drawings for the OWNER to review, of which the OWNER will retain two (2) sets.
- C. All submittals shall be made directly to the OWNER.
- D. Shop drawings, product data, working drawings and samples shall be furnished with the following information:
 - 1. Number and title of the drawing.
 - 2. Date of drawing or revision.
 - 3. Name of project building or facility.
 - 4. Name of contractor, subcontractor, and manufacturer submitting drawing.
 - 5. Clear identification of contents, location of the work, and the sheet numbers and specification section where the product is found in the contract drawings.
 - 6. CONTRACTOR Certification Statement.

7. Submittal Number.
 8. Contract Drawing Number Reference.
- E. In accordance with subparagraph 1.7 A, each shop drawing, working drawing, sample, and catalog data submitted by the CONTRACTOR shall have affixed to it the following Certification Statement, signed by the CONTRACTOR: "Certification Statement: By this submittal, I hereby represent that I have determined and verified all field measurements, field construction criteria, materials, dimensions, catalog numbers, and similar data and I have checked and coordinated each item with other applicable approved shop drawings and all CONTRACTOR requirements."
- F. All items specified are not necessarily intended to be a manufacturer's standard product. Variations from specified items will be considered on an "or equal" basis. If submittals show variations from Contract requirements because of standard shop practice or for other reasons, the CONTRACTOR shall describe such variations in his letter of transmittal and on the shop drawings along with notification of his intent to seek contract adjustment. If acceptable, proper adjustment in the Contract shall be implemented where appropriate. If the CONTRACTOR fails to describe such variations, he shall not be relieved of the responsibility for executing the work in accordance with the Contract, even though such drawings have been reviewed. Variations submitted but not described may be cause for rejection. Any variations initiated by the CONTRACTOR will not be considered as an addition to the scope of work unless specifically noted and then approved as such in writing by the OWNER.
- G. Data on materials and equipment shall include materials and equipment lists giving, for each item thereon, the name and location of the supplier or manufacturer, trade name, catalog reference, material, size, finish, and all other pertinent data.
- H. The CONTRACTOR shall use the color "green" to make his remarks on the Submittals. Only the OWNER will utilize the color "red" in marking submittals.
- I. Facsimiles or copies of facsimiles will not be accepted for review.

1.5 CONTRACTOR'S RESPONSIBILITY

- A. It is the duty of the CONTRACTOR to check, and coordinate with the work of all trades, all drawings, data, schedules and samples prepared by or for him before submitting them to the OWNER for review. Each and every copy of any drawing or data sheet larger than 11"x17" shall bear CONTRACTOR's stamp showing that they have been so checked and approved. Drawings or data sheets 11"x17" and smaller shall be bound

together in an orderly fashion and bear the CONTRACTOR's stamp on the cover sheet. The cover sheet shall fully describe the packaged data and include a list of all sheet numbers within the package. Shop drawings submitted to the OWNER without the CONTRACTOR's stamp will be returned to the CONTRACTOR, without review at the OWNER's option, for conformance with this requirement.

- B. The CONTRACTOR shall review shop drawings, product data, and samples prior to submission to determine and verify the following:
 - 1. Field measurements.
 - 2. Field construction criteria.
 - 3. Manufacturer's catalog numbers and similar data.
 - 4. Conformance with Specifications.
- C. Shop drawings shall indicate any deviations in the submittal from the requirements of the Contract Documents.
- D. At a time decided upon at the preconstruction meeting the CONTRACTOR shall furnish the OWNER a Shop Drawing schedule fixing the respective dates for the initial submission of shop and working drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment. This schedule shall be provided as a separate entity and indicate those submittals that are critical to the progress schedule. The CONTRACTOR shall prepare and transmit each submittal sufficiently in advance of performing the related work or other applicable activities, or within the time specified in the individual work sections of the Specifications, so that the installation will not be delayed by processing times including disapproval and resubmittal (if required), coordination with other submittals, testing, purchasing, fabrication, delivery, and similar sequenced activities. No extension of time will be authorized because of the CONTRACTOR's failure to transmit complete and acceptable submittals sufficiently in advance of the Work.
- E. The CONTRACTOR shall not begin any work affected by a submittal returned not approved. Before starting this work all revisions must be corrected by the CONTRACTOR. After resubmittal they will be reviewed and returned to him by the OWNER. If approved or approved as noted, then the CONTRACTOR may begin this work. Any corrections made to the shop drawings are to be followed without exception.
- F. The CONTRACTOR shall submit to the OWNER all shop drawings and data sufficiently in advance of construction requirements to provide no less than **seven (7)** calendar days for review from the time the OWNER receives them
- G. The CONTRACTOR shall be responsible for and bear all cost of damages

which may result from the ordering of any material or from proceeding with any part of work prior to the review and approval by OWNER of the necessary shop drawings.

- H. All shop drawings, product data, working drawings and samples submitted by subcontractors for approval shall be sent directly to the CONTRACTOR for checking. The CONTRACTOR shall be responsible for their submission according to the approved shop drawing schedule so as to prevent delays in delivery of materials and project completion.
- I. The CONTRACTOR shall check all subcontractor's shop drawings, product data, working drawings and samples regarding measurements, size of members, materials, and details to satisfy himself that they are in conformance to the Contract Documents. Shop drawings found to be inaccurate or otherwise in error shall be returned to the subcontractors for correction before submission to the OWNER.
- J. Requests for Information (RFI) shall be submitted on a standard form provided by the OWNER. RFIs shall indicate their importance to the timely completion of the project. RFIs will be processed as a shop drawing unless there is an urgent need for immediate response.

1.8 OWNER'S REVIEW OF SHOP DRAWINGS, PRODUCT DATA, WORKING DRAWINGS AND SAMPLES

- A. The OWNER's review is for general conformance with the design concept and contract drawings. Markings or comments shall not be construed as relieving the CONTRACTOR from compliance with the contract plans and specifications or from departures therefrom. The CONTRACTOR remains responsibility for details and accuracy, for coordinating the work with all other associated work and trades, for selecting fabrication processes, for techniques of assembly, and for performing work in a safe manner.
- B. The review of shop drawings, data, and samples will be general. They shall not be construed:
 - 1. As permitting any departure from the Contract requirements;
 - 2. As relieving the CONTRACTOR of responsibility for any errors, including details, dimensions, and materials;
 - 3. As approving departures from details furnished by the OWNER, except as otherwise provided herein.
- C. If the shop drawings, data or samples as submitted describe variations per subparagraph (1.6F) and show a departure from the Contract requirements which OWNER finds to be in the interest of the OWNER and to be so minor as not to involve a change in Contract Price or time for performance, the OWNER may return the reviewed drawings without noting an exception.

- D. Submittals will be returned to the CONTRACTOR under one of the following:

"APPROVED" is assigned when there are no notations or comments on the submittal. When returned under this code the CONTRACTOR may release the equipment and/or material for manufacture.

"FURNISH AS CORRECTED" is assigned when notations or comments have been made on the submittal pointing out minor discrepancies as compared with the Contract Documents. Re-submittal is not necessary prior to release for manufacturing.

"REVISE & RESUBMIT." This combination of codes is assigned when the submittal is in noncompliance with the Contract Documents and must be corrected and the entire package resubmitted. This code generally means that the equipment or material cannot be released for manufacture unless the CONTRACTOR takes full responsibility for providing the submitted items in accordance with Contract Documents.

"REJECTED" is assigned when the submittal does not meet the intent of the Contract Documents. The CONTRACTOR must resubmit the entire package revised to bring the submittal into conformance. It may be necessary to resubmit using a different manufacturer/vendor to meet the Contract Documents.

"SUBMIT SPECIFIC ITEM" is assigned when a specific item was left out. The CONTRACTOR must turn in a submittal on that item to bring the entire package into conformance. The entire package does not have to be resubmitted.

- E. Re-submittals will be handled in the same manner as first submittals. On re-submittals the CONTRACTOR shall direct specific attention, in writing on the letter of transmittal and on resubmitted shop drawings by use of revision triangles or other similar methods, to revisions other than the corrections requested by the OWNER on previous submissions. Any such revisions which are not clearly identified shall be made at the risk of the CONTRACTOR. The CONTRACTOR shall make corrections to any work done because of this type of revision that is not in accordance with the Contract Documents as may be required by the OWNER.
- F. If the CONTRACTOR considers any correction indicated on the shop drawings to constitute a change to the Contract Documents, the CONTRACTOR shall give written notice thereof to the OWNER at least seven (7) working days prior to release for manufacture.

- G. The OWNER will review a submittal a maximum of two (2) times after which cost of review will be borne by the CONTRACTOR. The cost of Owning shall be equal to the OWNER's charges to the OWNER under the terms of the OWNER's agreement with the OWNER.
- H. When the shop drawings have been completed to the satisfaction of the OWNER, the CONTRACTOR shall carry out the construction in accordance therewith and shall make no further changes therein except upon written instructions from the OWNER.
- I. Partial submittals may not be reviewed. The OWNER will be the only judge as to the completeness of a submittal. Submittals not complete will be returned to the CONTRACTOR and will be considered "Rejected" until resubmitted. The OWNER may at his option provide a list or mark the submittal directing the CONTRACTOR to the areas that are incomplete.

PART 2 – PRODUCTS
(Not Applicable)

PART 3 – EXECUTION
(Not Applicable)

[END OF SUBMITTALS SECTION]

WARRANTIES

PART 1 - GENERAL

1.1 SCOPE OF WORK

- A. This Section specifies general administrative and procedural requirements for warranties required by the Contract Documents, including MANUFACTURER'S standard warranties on products and special warranties.

1.2 RELATED REQUIREMENTS

- A. The Contract Documents include, but are not limited to, the following related requirements:
 - 1. Refer to Conditions of the Contract and the general requirements relating to warranties.
 - 2. General closeout requirements are included in Project Closeout.
 - 3. Specific requirements for warranties for the Work and products and installations that are specified to be warranted are included in the individual Sections of Divisions 2 through 3.

1.3 SUBMITTALS

- A. Submit written warranties to the OWNER for review and transmittal to OWNER prior to the date fixed for Substantial Completion. If the Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the Work, or a designated portion of the Work, submit written warranties upon request of the OWNER.
- B. When a designated portion of the Work is completed and occupied or used by the OWNER, by separate agreement with the CONTRACTOR during the construction period, submit properly executed warranties to the OWNER within fifteen days of completion of that designated portion of the Work.
- C. When a special warranty is required to be executed by the CONTRACTOR, or the CONTRACTOR and a subcontractor, supplier or MANUFACTURER, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the OWNER for approval prior to final execution.
- D. Refer to individual Sections of Division 2 for specific content requirements, and particular requirements for submittal of special warranties.

1.4 WARRANTY REQUIREMENT

- A. Related Damages and Losses: When correcting warranted Work that has failed, remove and replace other Work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted Work.
- B. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
- C. Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of Contract Documents. The CONTRACTOR is responsible for the cost of replacing or rebuilding defective Work regardless of whether the OWNER has benefited from use of the Work through a portion of its anticipated useful service life.
- D. OWNER's Recourse: Written warranties made to the OWNER are in addition to implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the OWNER can enforce such other duties, obligations, rights, or remedies.
- E. Rejection of Warranties: The OWNER reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents.
- F. The OWNER reserves the right to refuse to accept Work for the Project where a special warranty, certification, or similar commitment is required on such Work or part of the Work, until evidence is presented that entities required to countersign such commitments are willing to do so.
- G. Disclaimers and Limitations: MANUFACTURER'S disclaimers and limitations on product warranties do not relieve the CONTRACTOR of the warranty on the Work that incorporates the products, nor does it relieve suppliers, MANUFACTURERS, and subcontractors required to countersign special warranties with the CONTRACTOR.

1.5 FORM OF SUBMITTALS

- A. Prepare in duplicate packets.

- B. Format:
 - 1. Size 8 1/2-inches x 11-inches, punch sheets for standard three post binder.
 - a. Fold larger sheets to fit into binders.
 - 2. Cover: Identify each packet with typed or printed title "WARRANTIES." List:
 - a. Title of Project
 - b. Name of Contractor
 - 3. Digital pdf format as defined in Section 01300.
- C. Binders: Commercial quality, three-post binder, with durable and cleanable plastic covers and maximum post width of 2-inches.

1.6 DEFINITIONS

- A. Standard Product Warranties are preprinted written warranties published by individual MANUFACTURERS for particular products and are specifically endorsed by the MANUFACTURER to the OWNER.
- B. Special Warranties are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the OWNER.


PART 2 - PRODUCTS
(Not Applicable)

PART 3 - EXECUTION
(Not Applicable)

[END OF WARRANTY SECTION]

EXHIBIT A

(PDF Plan Drawings attached separately on website)

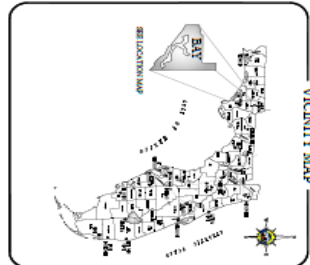


CITY OF PANAMA CITY BEACH

RE-ROOFING PROJECT

P.C.B. POLICE DEPARTMENT

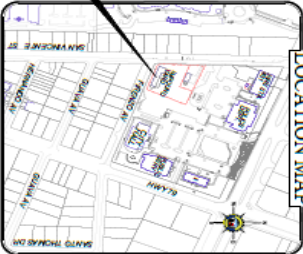
IMPOUND BUILDING



INDEX OF PLANS

TITLE	NO.
COVER SHEET AND LOCATION MAP	1
FLOOR AND ROOF PLANS	2
ELEVATIONS	3
ROOF DETAILS	4

LOCATION MAP



CITY OFFICIALS


MARK SHELDON	MAYOR
PAUL CASTO	COUNCIEMAN - WARD 1
PHIL CHESTER	COUNCIEMAN - WARD 2
GEOFF Mc-CONNELL	COUNCIEMAN - WARD 3
MICHAEL JARMAN	COUNCIEMAN - WARD 4
AL SHORTT	INTERIM CITY MANAGER
LYNNE FASONE	CITY CLERK

DATE	REVISION	BY	REASON

RE-ROOFING PROJECT
P.C.B. POLICE DEPARTMENT
IMPOUND BUILDING

COVER/INDEX

SCALE	DESIGNED BY	DRAWN BY	SHEET
N/A	MAS	MAS	NO. 1
FILE NO. 21-06-14	CHECKED BY	DATE	OF 4
		1/9/2021	



CITY OF PANAMA CITY BEACH
 116 S. ARNOLD RD.
 PANAMA CITY BEACH, FL 32413
 PHONE: (850) 233-5054

REVISIONS

DATE	REVISION	BY	REASON

Technical Information

SM-Rib Panel



Testing Data and Specifications
 Accelerated Testing of coating 2000 hours per ASTM G21.
 Salt-Spray testing of coating 1000 hours per ASTM B117.
 Fire Testing per ASTM E136 or UL790.
 Wind Uplift Test per AS 102.

Code Approvals
 UL Fire Resistance Directory # R20735
 Miami Dade Code Approval NOA 107-0924/07
 Florida Building Code Approval #FL-9767 (26 Gauge)

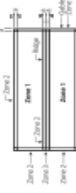


Recommended Fastening Schedule

Maximum Tested Design Pressures ^{1,2,3,4}	Field		Perimeter and Corners	
	Zone 1	Zone 2 and Zone 3	Zone 1	Zone 2 and Zone 3
Maximum Fastener Spacing	47.75 pcf	47.75 pcf	24" on center	24" on center
Minimum Fastener Spacing	24" on center	24" on center	24" on center	24" on center

¹ Zone 1 is defined as the portion of the roof where the wind speed is 100 mph or greater. ² Zone 2 is defined as the portion of the roof where the wind speed is 80 mph or greater. ³ Zone 3 is defined as the portion of the roof where the wind speed is 60 mph or greater. ⁴ For intermediate gables or hips, refer to the table below for the fastening schedule.

Roof Zones



O.C. Spacing and Fastening Detail



Notes: Dimensions are defined as follows: 1. The height of the roof is defined as the height of the roof structure above the finished floor level. 2. The width of the roof is defined as the width of the roof structure above the finished floor level. 3. The length of the roof is defined as the length of the roof structure above the finished floor level. 4. The area of the roof is defined as the area of the roof structure above the finished floor level.

Installation Information

Panel
 There are three critical requirements to installing roof panels: 1. The roof structure must be able to support the weight of the panels and the fasteners. 2. The roof structure must be able to resist the wind loads. 3. The roof structure must be able to resist the snow loads. The roof structure must be able to support the weight of the panels and the fasteners. The roof structure must be able to resist the wind loads. The roof structure must be able to resist the snow loads.

Delivery, Handling and Storage
 Proper care is necessary to handle and store roof panels. The panels should be stored in a dry, well-ventilated area. The panels should be protected from damage during transport and storage. The panels should be handled carefully to avoid damage to the coating.

Fasteners
 The fasteners must be installed in accordance with the manufacturer's instructions. The fasteners must be installed in the center of the panel ribs. The fasteners must be installed in a staggered pattern. The fasteners must be installed in a staggered pattern.

Substrate
 The substrate must be able to support the weight of the panels and the fasteners. The substrate must be able to resist the wind loads. The substrate must be able to resist the snow loads. The substrate must be able to support the weight of the panels and the fasteners. The substrate must be able to resist the wind loads. The substrate must be able to resist the snow loads.

Weatherstripping
 Weatherstripping must be installed in accordance with the manufacturer's instructions. The weatherstripping must be installed in the center of the panel ribs. The weatherstripping must be installed in a staggered pattern. The weatherstripping must be installed in a staggered pattern.

Sealing
 Sealing must be installed in accordance with the manufacturer's instructions. The sealing must be installed in the center of the panel ribs. The sealing must be installed in a staggered pattern. The sealing must be installed in a staggered pattern.

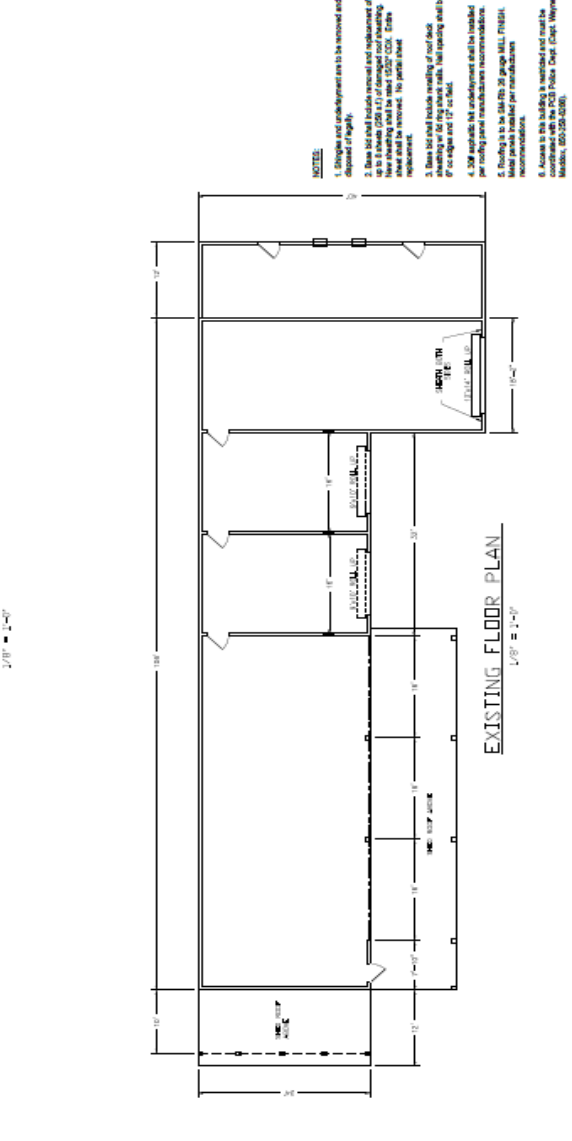
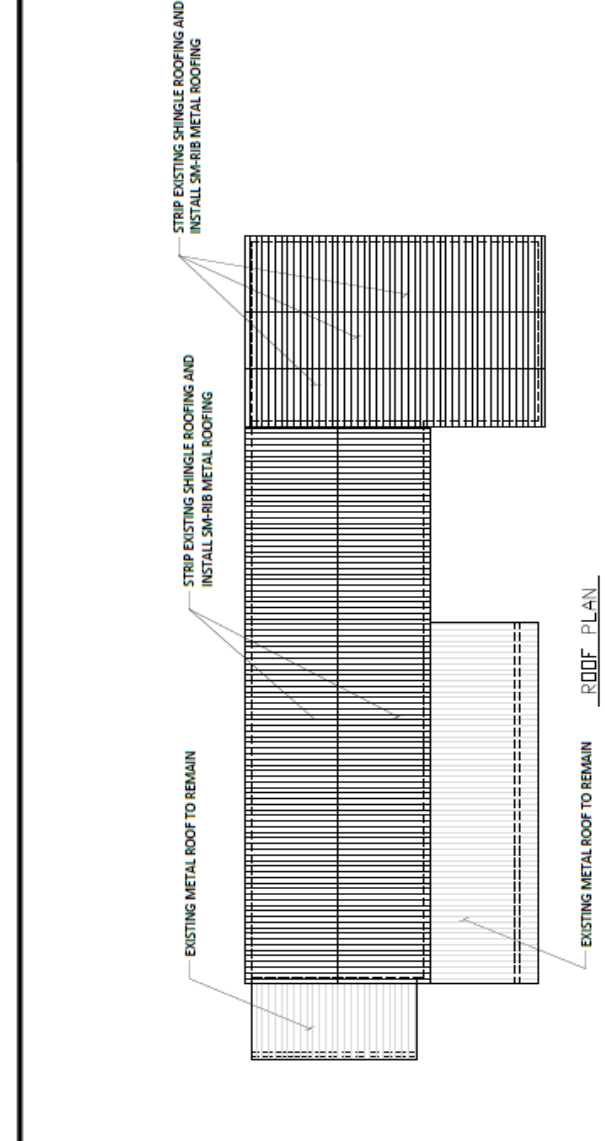
Trim
 Trim must be installed in accordance with the manufacturer's instructions. The trim must be installed in the center of the panel ribs. The trim must be installed in a staggered pattern. The trim must be installed in a staggered pattern.

Flashing
 Flashing must be installed in accordance with the manufacturer's instructions. The flashing must be installed in the center of the panel ribs. The flashing must be installed in a staggered pattern. The flashing must be installed in a staggered pattern.

Drainage
 Drainage must be installed in accordance with the manufacturer's instructions. The drainage must be installed in the center of the panel ribs. The drainage must be installed in a staggered pattern. The drainage must be installed in a staggered pattern.

Accessories
 Accessories must be installed in accordance with the manufacturer's instructions. The accessories must be installed in the center of the panel ribs. The accessories must be installed in a staggered pattern. The accessories must be installed in a staggered pattern.

Notes
 1. The roof structure must be able to support the weight of the panels and the fasteners. 2. The roof structure must be able to resist the wind loads. 3. The roof structure must be able to resist the snow loads. 4. The roof structure must be able to support the weight of the panels and the fasteners. 5. The roof structure must be able to resist the wind loads. 6. The roof structure must be able to resist the snow loads.



- NOTES:**
1. Shingles and underlayment are to be removed and disposed of legally.
 2. One (1) inch thick plywood sheathing is to be installed over the existing roof structure. The plywood sheathing is to be installed over the existing roof structure. The plywood sheathing is to be installed over the existing roof structure.
 3. One (1) inch thick plywood sheathing is to be installed over the existing roof structure. The plywood sheathing is to be installed over the existing roof structure. The plywood sheathing is to be installed over the existing roof structure.
 4. 20M rebar is to be installed over the existing roof structure. The 20M rebar is to be installed over the existing roof structure. The 20M rebar is to be installed over the existing roof structure.
 5. 4\"/>

CITY OF PANAMA CITY BEACH		PCBPD IMPOUND BUILDING FLOOR & ROOF PLAN	
115 SOUTH WASHINGTON		2 OF 4	
DATE: 08/14/2013		PROJECT NUMBER:	
DRAWN BY: J. B. BROWN		CHECKED BY: J. B. BROWN	
SCALE: AS SHOWN		SCALE: AS SHOWN	
PROJECT NUMBER: 2013-001		PROJECT NUMBER: 2013-001	

