

**SPECIFICATIONS &  
CONTRACT DOCUMENTS**

FOR

**PCB21-35 ITB**

**ASPHALT REPAIRS**



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

August 2021

**CITY OF PANAMA CITY  
BEACH PCB21-35 ITB  
ASPHALT REPAIRS ANNUAL CONTRACT FY22-23**

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SECTION 00010

**ADVERTISEMENT FOR BIDS**

NOTICE TO RECEIVE SEALED BIDS

**PCB21-35 ITB ASPHALT REPAIRS**

The City of Panama City Beach hereby solicits sealed bids for providing asphalt patches for road cuts associated with utility work. This solicitation includes base material, asphalt patching, concrete driveway and sidewalk patching, and associated restoration.

Bid Documents may be downloaded online at [www.demandstar.com](http://www.demandstar.com) or the City's website at <https://www.pcbfl.gov/about-us/rfp-posts-list> or by contacting the Purchasing Manager at [purchasing@pcbfl.gov](mailto:purchasing@pcbfl.gov) starting on **August 25, 2021**.

Bids must be submitted upon the standard form contained in the bid documents.

The City reserves the right to reject any and all bids and to waive any informality in bids received. All bidders shall comply with all applicable state and local laws concerning licensing, registration, and regulations of businesses in the state of Florida. The bid must conform to Section 287.133(3) Florida Statutes, with respect to Public Entity Crimes.

Bids will be received until **2:00 PM on Thursday, September 9, 2021**, at City of Panama City Beach City Hall, 17007 Panama City Beach Parkway, Panama City Beach, Florida, 32413.

- Electronic Bids will only be accepted when submitted through the DemandStar's Bid portal. Emailed submissions will not be accepted.
- Alternately, one original and one copy along with an electronic copy (CD or USB flash drive) shall be delivered to the City Hall Office at the address below. Any sealed Bid submitted on paper must identify and clearly mark the Bid # **PCB21-35 ITB Asphalt Repairs** on the package. Receipt of a Bid by any Panama City Beach Office, receptionist or personnel other than the City Hall's front desk does not constitute "receipt" as required by this solicitation. The time received at City Hall shall be conclusive as to the timeliness of receipt.

A Bid Bond in the amount of 5% of the total amount of the Bid shall accompany the Bid. 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.

The City shall award the contract to the lowest fully responsive and responsible bidder; provided, that the City Council may award the contract to a bidder other than the

lowest bidder should it find the lowest bidder does not offer the reliability, quality of service or product afforded by such other bidder. Where a bid other than the lowest bid is taken, the City Council shall state the reasons upon which such award was made.

BIDDER qualifications are to be submitted in detail on the provided BIDDER's Qualification Form - Section 00031 of the BID documents.

There will not be a pre-bid conference for this project. Point of Contact for questions will be Tina Kunst, City of Panama City Beach Purchasing Department; 17007 Panama City Beach Parkway, Panama City Beach, Florida, 32413 Email [purchasing@pcbfl.gov](mailto:purchasing@pcbfl.gov), or Telephone (850)233-5100, extension 2332. Official questions must be submitted in writing no later than 4:00 P.M. on September 3, 2021.

Each bidder must comply with all applicable state and local laws concerning licensing, registration, and regulations of contractors doing business in Florida.

[END OF SECTION 00010]

## SECTION 00020

### INFORMATION FOR BIDDERS

The City of Panama City Beach hereby solicits sealed bids for providing asphalt patches for road cuts associated with various utility projects. This solicitation includes base material, asphalt patching, concrete driveway and sidewalk patching, and associated restoration.

BIDS will be received by the City of Panama City Beach (herein called the "OWNER"), at 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413 until **2:00 p.m. CDT, September 9, 2021**, then opened and read publicly promptly thereafter.

Each BID must be submitted in a sealed envelope addressed to City of Panama City Beach City Hall, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413. Each sealed envelope containing a BID must be plainly marked on the outside as **PCB21-35 ITB Asphalt Repairs** and the envelope should bear on the outside the BIDDER'S name, address and license number if applicable. 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 Parkway, Panama City Beach, Florida 32413, and reference the name of the project for which the bid is submitted.

Starting on **August 25, 2021**, Documents may be downloaded online at [www.demandstar.com](http://www.demandstar.com), the City's website at <https://www.pcbfl.gov/about-us/rfp-posts-list>, or by contacting the Purchasing Manager at [purchasing@pcbfl.gov](mailto:purchasing@pcbfl.gov).

- Electronic Bids will only be accepted when submitted through the DemandStar's Bid portal. Emailed submissions will not be accepted.
- Alternatively, one original and one paper copy along with an electronic copy (CD or USB flash drive) may be delivered to City Hall at the address above. Any sealed Bid submitted on paper must identify and clearly mark the Bid # **PCB21-35 ITB Asphalt Repairs** on the package. Receipt of a Bid by any Panama City Beach Office, receptionist or personnel other than the City Hall's front desk does not constitute "receipt" as required by this solicitation. The time received at City Hall shall be conclusive as to the timeliness of receipt.

All BIDS must be made on the required BID forms to make a complete Bid response. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID proposal form along with the other required documents must be fully completed and executed when submitted.

A **complete** BID response shall consist of:

1. Bid Proposal Form – Section 00030
2. Bidder Qualification Form – Section 00031
3. Bid Bond – Section 00040
4. Statement Under Section 287.087, Florida Statutes, On Preference To Businesses With Drug-Free Workplace Programs – Section 0095

5. Public Entity Crimes Statement – Section 00097
6. Copies of all Addenda signed by Bidder evidencing receipt
7. Other Required Documents – Section 00098

Bidders submitting Electronic Bids must submit all the required documents with Bid and it will only be accepted when submitted through the DemandStar's Bid portal. Emailed or facsimile (fax) submissions will not be accepted.

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 60 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 Unit Price 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 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 five (5) days prior to the BID date. It is the sole responsibility of the BIDDER to determine if any addenda(s) 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.

No Bid shall be considered or accepted unless at the time the Bid is submitted to OWNER the same shall be accompanied by a cashier's check, a cash bond posted with the City Clerk, a certified check payable to Owner on some bank or trust company located in the State of Florida insured by the Federal Deposit Insurance Corporation, or Bid Bond, in an amount not less than 5% of **the bidder's maximum possible award (base bid plus all add alternates)**. The Bid Bond shall be retained by Owner as liquidated damages if the successful Bidder fails to execute and deliver to Owner the unaltered Agreement, or fails to deliver the required Certificates of Insurance, all within ten (10) calendar days after receipt of the Notice of Award. Bid Bonds shall be executed by a corporate surety licensed under the laws of the State of Florida to execute such bonds, with conditions that the surety will, upon demand, forthwith make payment to Owner upon said bond.

A PERFORMANCE BOND and a PAYMENT BOND each in the amount of 100 percent of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign BID BONDS or PAYMENT BONDS and PERFORMANCE BONDS must file with each BOND a certified and effective dated copy of their power of attorney.

Attorneys-in-fact who sign BID BONDS must file with each BOND a certified and effective dated copy of their power of attorney.

The party to whom the contract is awarded will be required to obtain the required Certificate of Insurance, PAYMENT BOND and PERFORMANCE BOND, execute the AGREEMENT and deliver to OWNER said executed AGREEMENT together with the required Certificate of Insurance and the PERFORMANCE BOND and PAYMENT BOND, within ten (10) calendar days after the date the NOTICE OF AWARD is delivered to the BIDDER; the required forms for such AGREEMENT being set forth in Section 00050, the required form for the PERFORMANCE BOND being set forth in Section 00060, the required form for the PAYMENT BOND being set forth in Section 00070 and the required form for the Certificate of Insurance being set forth in Section 00099. 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, PERFORMANCE BOND and PAYMENT BOND, the OWNER may consider the BIDDER in default, in which case the entire amount of the BID BOND accompanying the BID shall be paid to the OWNER. The BID BOND shall be retained by Owner as liquidated damages if the successful Bidder fails to execute and deliver to Owner the unaltered Agreement or fails to deliver the required Performance and Payment Bonds or Certificate(s) of Insurance, all within ten (10) calendar days after receipt of the Notice of Award.

If the OWNER intends to accept the successful BIDDER'S BID and enter into the contract with them, the OWNER, within 10 calendar 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 BIDDER should it find the lowest BIDDER does not offer the reliability, quality of service, or product afforded by such other BIDDER. In the event OWNER awards the Contract to a BIDDER other than the lowest BIDDER, OWNER shall state the reasons 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 10 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 reading and being thoroughly familiar with the AGREEMENT, 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.

Further, the BIDDER agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provisions of the equal opportunity clause set forth in the GENERAL CONDITIONS or any Supplemental Conditions.

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.

END OF SECTION 00020



**SECTION 00030**

**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 \_\_\_\_\_ 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 **PCB21-35 ITB Asphalt Repairs** 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 on or before a date to be specified in the Notice to Proceed and upon notification by the City. Suitable notification shall include email correspondence.

BIDDER acknowledges receipt of the following ADDENDUM:

Addendum No. \_\_\_\_\_

Addendum No. \_\_\_\_\_

**BASE BID**

BIDDER agrees to perform all the WORK described in the CONTRACT DOCUMENTS for the following unit prices shown in the BID SCHEDULE.

The BIDDER proposes and agrees, if this Proposal is accepted, to contract with the OWNER in the required form of the Agreement, Section 00050, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the WORK in full and in accordance with the shown, noted, described and reasonably intended requirements of the CONTRACT DOCUMENTS according to the following schedule:

<u>No.</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Bid Amount</u>
1	<u>Prepare Base and add new Pavement – Type SP-9.5 or SP-12.5 Asphalt</u>				
	Base Material	CY	500	\$ _____	\$ _____
	Asphalt Pavement	SY	1,500	\$ _____	\$ _____
	Overlay Asphalt	SY	4,000	\$ _____	\$ _____
2	<u>Prepare Base and add New Concrete</u>				
	Concrete Pavement	CY	300	\$ _____	\$ _____
3	<u>Pavement Markings</u>				
	5" Striping - Painted	LF	200	\$ _____	\$ _____
	5" Striping - Thermoplastic	LF	100	\$ _____	\$ _____
	Crosswalks - Painted	SF	100	\$ _____	\$ _____
	Crosswalks - Thermoplastic	SF	50	\$ _____	\$ _____
	Stop Bars- Painted	LF	100	\$ _____	\$ _____
	Stop Bars - Thermoplastic	LF	50	\$ _____	\$ _____
4	<u>Testing</u>				
	Base Compaction Test	EA	100	\$ _____	\$ _____

**ESTIMATED TOTAL COST BASED ON ESTIMATED QUANTITIES \$ \_\_\_\_\_**

By submitting this Bid, the CONTRACTOR understands that all work specified in these Contract Documents must be included in the Unit Price Bid above. If the numbers do not meet this requirement, your Bid will be disqualified and will not be considered for award.

Below, specify the names of the subcontractors, if any, to be used as part of your Base Bid:

**Work Performed & Company Name**

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_

Below, specify the manufacturers/suppliers of materials to be provided:

- 1. Asphalt \_\_\_\_\_
- 2. Concrete \_\_\_\_\_
- 3. Base Material \_\_\_\_\_

Limerock/base material must be from a current FDOT approved pit.

NOTES:

- 1. Bids unit price shall be all-inclusive of all fees.
- 2. BIDS shall be on the basis of a unit price, as noted above, and shall be the total compensation to be paid by OWNER for the complete WORK.
- 3. All bids are understood to include all associated charges for layout, restoration, insurance, taxes, field office and supervision, overhead and profit, bonds and miscellaneous items.
- 4. BIDS are intended for the duration of the One (1) year contract, with the City having the option to renew for Two (2) additional one-year terms.
- 4. The OWNER reserves the right to reject any and all bids received. The OWNER also reserves the right to purchase multiple combinations of line items from separate bidders.
- 5. **Failure to insert a bid amount for any item in the Bid Schedule will be considered grounds for the OWNER to determine the BID is non-responsive.**
- 6. By submitting this Bid, the BIDDER and the Bid Bond surety, are deemed to have stipulated and agreed that any and all claims, demands, actions or suits whatsoever, arising under this Bid and/or Bid Bonds, shall be subjected to the sole and exclusive jurisdiction and venue of the Circuit Court of Bay County, Florida. The BIDDER and Bid Bond surety do 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. 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. Bidder Qualification Form
2. Bid Bond – Section 00040
3. Statement Under Section 287.087, Florida Statutes, On Preference To Businesses With Drug-Free Workplace Programs – Section 0095
4. Public Entity Crimes Statement – Section 00097
5. Non-Collusion Affidavit – Section 00098
6. E-Verify Form – Section 00098
7. Conflict of Interest Statement – Section 00098
8. All acknowledged Addenda(s)

CONTRACTOR:

\_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Date

[END OF SECTION 00030]

**BIDDER'S QUALIFICATION FORM  
CITY OF PANAMA CITY BEACH, FLORIDA  
PCB21-35 ITB ASPHALT REPAIRS**

In order to satisfy the City regarding the Bidder's qualifications, the Bidder shall provide in the space below information regarding previous work comparable with the proposed work in size, capacity, and complexity, as well as information regarding FDOT Pre-Certifications. List three (3) projects similar in size and nature which were completed during the past five (5) years. The City may also consider any previous City projects. Following receipt of bids, each Bidder shall be prepared to furnish such additional information as the City may reasonably request regarding Bidder's equipment and personnel. The information provided on this form shall constitute an integral part of the bid.

<b>Bidder's (BUSINESS) Name:</b>	<b>Print name of Bidder's Authorized Agent responding to solicitation:</b>
<b>Bidder's Mailing Address:</b>	<b>Bidder's Contact Number and Email Address:</b>
<b>FDOT Pre-Certification – List Each Work Class that Bidder is pre-certified for:</b>	

**EXPERIENCE (Similar Projects)**

Project or Contract # / Description / Date of Completion /Services Provided	Owner or Company Name / Contact Person	Email address*	Telephone

Project or Contract # / Description / Date of Completion /Services Provided	Owner or Company Name / Contact Person	Email address*	Telephone
Project or Contract # / Description / Date of Completion /Services Provided	Owner or Company Name / Contact Person	Email address*	Telephone

SECTION 00040

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned,  
\_\_\_\_\_, as Principal, and \_\_\_\_\_,  
as Surety, are hereby held and firmly bound unto the City of Panama City Beach, as  
OWNER, in the penal sum of \_\_\_\_\_  
(Five Percent of Amount Bid) for the payment of which, will and truly be made, we  
hereby jointly and severally bind ourselves, successors and assigns. Signed this  
\_\_\_\_\_ day of \_\_\_\_\_, 2021. The Condition of the above obligation is such  
that whereas the principal has submitted to the OWNER a certain BID, attached hereto  
and hereby made a part hereof to enter into a contract in writing, for the construction of  
the **PCB21-35 ITB Asphalt Repairs.**

NOW THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver the Agreement in the form of contract as set forth in Section 00050 (properly completed in accordance with said BID) and shall furnish a BOND for faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform its obligations created by OWNER's acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.
- (c) NOW, THEREFORE, if the OWNER shall accept the BID of the Principal and the Principal shall execute and deliver to OWNER the required Agreement and within ten days after the date of a written Notice of Award in accordance with the terms of such BID, and within said ten days deliver to OWNER the required Certificate(s) of Insurance, or Contract Documents with good and sufficient surety for the faithful performance of the Agreement and for the prompt payment of labor, materials and supplies furnished in the

prosecution thereof or, in the event of the failure of the Principal to execute and deliver to OWNER such Agreement or to give such bond or bonds, and deliver to OWNER the required certificates of insurance, if the Principal shall pay to OWNER the fixed penal sum of \$ [REDACTED] noted above as liquidated damages, and not as a penalty, as provided in the Instructions for Bidders, then this obligation shall be null and void, otherwise to remain in full force and effect.

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

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

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

By:

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

[END OF SECTION 00040]



SECTION 00050

AGREEMENT

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_ 2021 by and between THE CITY OF PANAMA CITY BEACH, FLORIDA, (hereinafter called "OWNER") and \_\_\_\_\_ business as a corporation, having a business address of \_\_\_\_\_ (hereinafter called "CONTRACTOR"), for the performance of the Work (as those terms is defined below) in connection with the construction of **PCB21-35 ITB Asphalt Repairs** to be located at various locations within the service area of Panama City Beach, Florida, in accordance with the Drawings and Specifications prepared by the City of Panama City Beach, the Engineer of Record (hereinafter called "Engineer") 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 or sub-subcontractors, if any, nor any of their respective employees or personnel, shall be deemed servants, employees, or agents of OWNER.

2. The CONTRACTOR will commence the Work for each Work Order within five (5) consecutive calendar days of receipt of the executed Work Order and achieve completion of the Work within seven (7) business days.
3. The CONTRACTOR agrees to perform all of the Work described in the Contract Documents and comply with the terms therein based on Unit Prices in the Bid Schedule.
4. The term "Contract Documents" means and includes the following documents, all of which are incorporated into this Agreement by this reference:

Section 00010	ADVERTISEMENT FOR BIDS
Section 00020	INFORMATION FOR BIDDERS
Section 00030	BID PROPOSAL FORM
Section 00031	BIDDER QUALIFICATION FORM
Section 00040	BID BOND
Section 00050	AGREEMENT
Section 00060	PERFORMANCE BOND
Section 00070	PAYMENT BOND
Section 00080	NOTICE OF AWARD
Section 00095	STATEMENT UNDER SECTION 287.087, FLORIDA STATUTES, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS
Section 00097	PUBLIC ENTITY CRIMES STATEMENT
Section 00098	OTHER REQUIRED DOCUMENTS
Section 00099	CERTIFICATE OF INSURANCE
Section 00100	GENERAL CONDITIONS
Section 00800	SUPPLEMENTAL CONDITIONS
Section 00808	SALES TAX EXEMPTION
Section 01010	SUMMARY OF WORK
Section 01150	MEASUREMENT AND PAYMENT
Section 01300	SUBMITTALS

SPECIFICATIONS prepared or issued by the City of Panama City Beach, dated July 2021.

ADDENDA

No. \_\_ , dated \_\_\_\_\_, 2021

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".

5. The OWNER will pay the Contract Price to the CONTRACTOR in the manner and at such times as set forth in Contract Documents.
6. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
7. This Agreement shall be governed by the laws of the State of Florida.
8. 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 Pkwy.  
\_\_\_\_\_  
Panama City Beach, FL 32413  
\_\_\_\_\_

ATTENTION: Drew Whitman, City Manager  
Fax No.: (850) 233-5116

If to Contractor:

---

---

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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.

9. 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.
10. 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.
11. 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.
12. 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.

13. 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 Mr. Mark Shaeffer, Utilities Director, City of Panama City Beach.
14. CONTRACTOR acknowledges and agrees that no interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which the OWNER, PROJECT REPRESENTATIVE, or ENGINEER may be responsible, in whole or in part, shall relieve CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from OWNER. CONTRACTOR expressly acknowledges and agrees that it shall receive no damages for delay. CONTRACTOR's sole remedy, if any, against OWNER will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This section shall expressly apply to claims for early completion, as well as to claims based on late completion. Notwithstanding the foregoing, if the Work is delayed due to the fault or neglect of OWNER or anyone for whom OWNER is liable, and such delays have a cumulative total of more than 90 calendar days, CONTRACTOR may make a claim for its actual and direct delay damages accruing after said 90 calendar days as provided in Section 00805 Supplemental Conditions, Contract Claims and Changes. Except as expressly set forth in this section, in no event shall OWNER be liable to CONTRACTOR whether in contract, warranty, tort (including negligence or strict liability) or otherwise for any acceleration, soft costs, lost profits, special, indirect, incidental, or consequential damages of any kind or nature whatsoever.
15. 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 coverages and limits required of CONTRACTOR under this Agreement are designed to meet the minimum requirements of OWNER and the OWNER does not represent these types or amounts of insurance to be sufficient or adequate to protect the CONTRACTOR'S interests or liabilities. CONTRACTOR alone shall be responsible to the sufficiency of its own insurance program.

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

The CONTRACTOR'S deductibles/self-insured 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 COVERAG

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

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

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

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

COMMERCIAL GENERAL LIABILITY COVERAGE

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

“X” (Explosion), “C” (Collapse) and “U” (Underground) Property Damage Liability exposures. Limits of coverage shall not be less than:

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

The General Aggregate Limit shall be specifically applicable to this Project. The Completed Operations Liability Coverages must be maintained for a period of not less than three (3) years following OWNER’S final acceptance of the project. The CONTRACTOR shall add OWNER as an additional insured through the use of Insurance Service Office Endorsements No. CG 20.10.10.01 and No. CG 20.37.10.01 wording or equivalent, or broader, an executed copy of which shall be attached to or incorporated by reference on the Certificate of Insurance to be provided by CONTRACTOR pursuant to the requirements of the Contract Documents.

BUSINESS AUTOMOBILE LIABILITY COVERAGE

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

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

The OWNER requires the following additional types of insurance.



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

(SEAL)

OWNER:

CITY OF PANAMA CITY BEACH,  
FLORIDA

ATTEST:

BY: \_\_\_\_\_

\_\_\_\_\_  
City Clerk

NAME: Drew Whitman  
(Please type)

TITLE: City Manager

CONTRACTOR:

ATTEST:

BY: \_\_\_\_\_

\_\_\_\_\_

NAME: \_\_\_\_\_  
(Please Type)

NAME \_\_\_\_\_

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

\_\_\_\_\_  
(Please Type)

\_\_\_\_\_

[END OF SECTION 00050]

SECTION 00060

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

---

(Name of Contractor)

---

(Address of Contractor)

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

---

(Name of Surety)

---

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto:

City of Panama City Beach

---

(Name of Owner)

17007 Panama City Beach Pkwy., Panama City Beach, FL 32413

---

(Address of Owner)

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

THE CONDITION OF THIS OBLIGATION is such that if the Principal performs its duties, all the undertakings, covenants, terms, and conditions of that certain Contract between the Principal and the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2021, a copy of which is hereto attached and made a part hereof for the construction of:

**PCB21-35 ASPHALT REPAIRS**

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during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the SURETY and during the guaranty period and

if the PRINCIPAL shall satisfy all claims and demands incurred under such Contract and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

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

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

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

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, this instrument is executed in two (2) counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
(Principal) Secretary

(SEAL)

BY \_\_\_\_\_

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Surety)

ATTEST:

\_\_\_\_\_  
Witness to Surety

BY \_\_\_\_\_

Attorney-In-Fact

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

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

Contractor's Surety shall use this form along with their personal documentation.

If CONTRACTOR is partnership, all partners should execute BOND.

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

[END OF SECTION 00060]

SECTION 00070

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

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

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto:

City of Panama City Beach

\_\_\_\_\_  
(Name of Owner)

17007 Panama City Beach Parkway, Panama City Beach, Florida 32413

\_\_\_\_\_  
(Address of Owner)

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

THE CONDITION OF THIS OBLIGATION is such that if the PRINCIPAL properly makes payment to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials or supplies, used directly or indirectly by the Principal in the prosecution of the WORK provided for under that certain contract between the Principal and the OWNER, dated the \_\_\_\_ day of \_\_\_\_\_, 2021, a copy of

which is hereto attached and made a part hereof for the construction of :

**PCB21-35 ITB ASPHALT REPAIRS**

“PROJECT NAME”

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

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

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

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

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

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

WITNESS WHEREOF, this instrument is executed in **two (2)** counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
(Principal) Secretary

(SEAL) BY \_\_\_\_\_

\_\_\_\_\_  
(Address)

\_\_\_\_\_

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
(Address)

\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Surety)

BY \_\_\_\_\_  
Attorney-In-Fact

\_\_\_\_\_  
(Address)

\_\_\_\_\_

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

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

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

[END OF SECTION 00070]

SECTION 00080

NOTICE OF AWARD

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROJECT DESCRIPTION:

**PCB21-35 ITB ASPHALT REPAIRS**

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 August 25, 2021, and associated Information for Bidders.

You are hereby notified that your unit price 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 Bonds and 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 attached Agreements for each contract and furnish the required CONTRACTOR'S Performance Bonds, Payment Bonds, and Certificates of Insurance within ten (10) calendar days from the date of this Notice.

If you fail to execute said Agreements, together with the required Certificates of Insurance and Bonds, 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 Agreements and required Certificates of Insurance and Bonds, within the above noted ten (10) calendar day period.



Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF PANAMA CITY BEACH  
Owner

By: \_\_\_\_\_

Name: Drew Whitman

Title: City Manager

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged

By \_\_\_\_\_

This the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Name \_\_\_\_\_

Title \_\_\_\_\_

[END OF SECTION 00080]

SECTION 00095

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 drug-free 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 SECTION 00095]

SECTION 00097

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,

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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:

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"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.]

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By: \_\_\_\_\_

Print name: \_\_\_\_\_

Its: \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Personally, known \_\_\_\_\_ OR Produced identification \_\_\_\_\_

Notary Public- State of \_\_\_\_\_

My commission expires \_\_\_\_\_

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

[END OF SECTION 00097]

SECTION 00098  
OTHER REQUIRED DOCUMENTS

**NON-COLLUSION  
AFFIDAVIT**

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

\_\_\_\_\_ being, first duly sworn, deposes and says that he is of \_\_\_\_\_, the party making the foregoing Proposal or Bid; that such Bid is genuine and not collusive or sham: that said bidder is not financially interested in or otherwise affiliated in a business way with any other bidder on the same contract; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidders or person, to put in a sham bid or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that of any other bidder, or to secure any advantage against the City of Panama City Beach, Florida, or any person or persons interested in the proposed contract; and that all statements contained in said proposal or bid are true; and further, that such bidder has not directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

\_\_\_\_\_  
Affiant

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Name

**E-VERIFY FORM**

**PER FLORIDA STATUTE 448.095, CONTRACTORS AND SUBCONTRACTORS MUST REGISTER WITH AND USE THE E-VERIFY SYSTEM TO VERIFY THE WORK AUTHORIZATION STATUS OF ALL NEWLY HIRED EMPLOYEES.**

**THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID/PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED MAY DEEM YOUR SUBMITTAL NONRESPONSIVE.**

The affiant, by virtue of the signature below, certifies that:

1. The Contractor and its Subcontractors are aware of the requirements of Florida Statute 448.095.
2. The Contractor and its Subcontractors are registered with and using the E-Verify system to verify the work authorization status of newly hired employees.
3. The Contractor will not enter into a contract with any Subcontractor unless each party to the contract registers with and uses the E-Verify system.
4. The Subcontractor will provide the Contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized alien.
5. All employees hired by Contractor on or after January 1, 2021, have had their work authorization status verified through the E-Verifysystem.
6. The City may terminate this Contract on the good faith belief that the Contractor or its Subcontractors knowingly violated Florida Statutes 448.09(1) or 448.095(2)(c).
7. If this Contract is terminated pursuant to Florida Statute 448.095(2)(c), the Contractor may not be awarded a public contract for at least 1 year after the date on which this Contract was terminated.
8. The Contractor is liable for any additional cost incurred by the City as a result of the termination of this Contract.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Entity/Corporation

**STATE OF \_\_\_\_\_**

**COUNTY OF \_\_\_\_\_**

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

NOTARY SEAL ABOVE

\_\_\_\_\_  
Printed Name



**CONFLICT/NON-CONFLICT OF INTEREST STATEMENT**

Check one:

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

or

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

**LITIGATION STATEMENT**

Check One:

The undersigned Respondent has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.

The undersigned Respondent, **by attachment to this form**, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

COMPANY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

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

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

DATE: \_\_\_\_\_

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your proposal.

SECTION 00099

CERTIFICATE OF INSURANCE

**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.

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	
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCURRENCE <input type="checkbox"/> OWNERS & CONTRACTORS PROTECTIVE <input checked="" type="checkbox"/> X.C.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	
	<b>AUTOMOBILE LIABILITY</b> <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 \$ _____	
	<b>EXCESS LIABILITY</b> <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 \$ _____
	<b>WORKER'S COMPENSATION and EMPLOYER'S LIABILITY</b>					
	<b>OTHER</b>					

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  <b>CITY OF PANAMA CITY BEACH</b> 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 # _____

SECTION 00100  
GENERAL TERMS & CONDITIONS

- A. **CONTRACTUAL RELATIONSHIP:** In the performance of this Contract, Contractor shall operate as an independent contractor and not as agent of Owner. No personnel furnished by Contractor shall be deemed under any circumstances as agents, servants or employees of Owner.
- B. **WORK TO BE PERFORMED:** Contractor shall supply and furnish at the location where the Work is to be performed all labor, materials, equipment, tools, and supervision, and bear all items of expense, necessary for the complete and satisfactory performance of this Contract, except such items as Owner specifically agrees to supply or furnish to or for the use of Contractor. Any equipment, materials or services not specifically described in the Contract Documents, but which may be fairly implied as required thereby or necessary to complete the Work for the use intended shall be within the scope of the Contractor's Work hereunder. Contractor shall be solely responsible for and have control over all means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract Documents.
- C. **SUBMITTALS:** Contractor agrees to furnish such proposals, information and other submittals (collectively, "Submittals") as Owner may require. To the extent Owner requests Submittals, Owner will review and comment on such Submittals to the extent necessary, within a reasonable time so as not to delay the progress of the Work. The parties stipulate and agree that a reasonable time shall not be less than five business days from Owner's receipt of each Submittal. Unless otherwise expressly directed by Owner in writing to the contrary, Contractor shall not begin and continue performance of any portion of the Work under this Contract without first receiving Owner's approval or comments on those Submittals. Any Submittal review or comment by Owner, or any failure to review or comment, unless expressly agreed in writing to the contrary, shall not alter any of the terms or conditions of this Contract or relieve Contractor of any responsibility or liability for the accuracy and completeness of its Submittal or be interpreted so as to imply approval of any Submittals. Irrespective of whether or not Owner has reviewed and provided comments upon any Submittal made by Contractor, any deviations from the requirements of the Contract Documents reflected in any such submittal shall not be deemed approved or accepted by Owner, unless Contractor expressly brings such deviation to Owner's attention and Owner has given Contractor express written approval of such deviation.

**ADDITIONAL WORK:** To the extent authorized in writing by Owner, Contractor shall furnish or obtain from others the additional work required by the terms of this Contract ("Additional Work"). Additional Work must be approved in writing in the form of a written and executed amendment to this Agreement prior to starting such work. Owner will not be responsible for the costs of Additional Work commenced without its express prior written approval. Failure to obtain prior written approval for Additional Work waives Contractor's claim that it performed Additional Work and instead such work will be deemed to be part of the Work required of Contractor hereunder.

1. **RESPONSIBILITY FOR WORK:** Contractor has had full opportunity to examine the scope of the Work involved, inspect the site and assess the existence of any concealed, hazardous or subsoil conditions. Contractor assumes full responsibility for the

GENERAL CONDITIONS

performance of the Work in a manner adequate to meet the conditions encountered. Contractor shall be responsible for all materials delivered and Work performed until final completion and acceptance by Owner.

2. **CONTRACTOR'S EMPLOYEES:** Contractor shall employ a competent superintendent who, on behalf of the Contractor, shall have complete charge of all Work, with full authority to bind Contractor on any matter arising out of or relating to this Contract. Contractor shall advise Owner in writing of the name, address and telephone number (day and night) of its designated superintendent and shall not remove or replace the superintendent without prior written approval by the Owner. Any employee of the Contractor or any of its subcontractors judged by Owner as unskilled or unfit, shall be promptly removed by Contractor upon Contractor's receipt of written notice from Owner and shall not be re-employed on the Work except by written consent of Owner.
3. **CONTRACTOR'S RESPONSIBILITIES:** The Contractor shall comply with the following provisions:

3.1 All of the Contractor's employees engaged in the Work, as well as Contractor's representatives, suppliers, subcontractors, and visitors, shall be subject to any rules and regulations established by Owner for the conduct of Contractor's operations upon the site.

3.2 Contractor agrees to obtain and maintain throughout the period of this Contract all such licenses as are required to do business in the State of Florida and in Bay County, Florida, including, but not limited to, all licenses required by the respective state boards and other governmental agencies, if any, responsible for regulating and licensing the Work to be provided and performed by Contractor pursuant to the Contract Documents.

3.3 Contractor agrees that, when the Work to be provided hereunder relate to a professional service which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such Work, it shall employ and/or retain only qualified and properly licensed personnel to provide such Work.

3.4 Contractor represents to Owner that it has expertise in the type of Work that will be required for the Project. Contractor agrees that all Work to be provided by Contractor pursuant to the Contract Documents shall be subject to Owner's reasonable review and approval.

3.5 The Contractor will include the provisions of this Article in every subcontract issued by it so that such provisions will be binding upon each of its subcontractors and will require its subcontractors to do likewise in their sub-agreements.

4. **SCHEDULING WORK:** Owner represents that it and other contractors and subcontractors may be operating or working at the site of the Work during performance of this Contract at the direction of the Owner upon the issuance of a Task Order. Owner reserves the right to direct the Contractor to schedule the order of performance of the Work in such a manner so as not to unreasonably interfere with the operations or performance of such other work by Owner or other contractors or subcontractors.

Within ten (10) days of the execution of this Contract and any Task Order under this contract, Contractor shall submit to Owner for its review and approval the Contractor's initial time schedule for the completion of the various portions of the Work within the

Contract Time based on the Task Order. To the extent required by Owner, the sequence of commencement and completion of separable portions of the Work shall be as Owner directs. Contractor shall make available for Owner's use during the progress of the Work any portion of Work completed as Owner may direct. As a condition precedent to the Contractor's right to receive monthly progress payments hereunder, Contractor shall update the time schedule on a monthly basis and deliver a copy of that updated schedule each month to Owner.

5. **INSPECTION OF WORK:** The Work shall be at all times open to inspection by Owner. Contractor agrees to coordinate all inspection matters through Owner. Inspection or failure to inspect by Owner shall not relieve Contractor of any responsibility or liability with respect to strictly complying with the requirements of the Contract Documents nor constitute acceptance of any defective, incomplete or nonconforming Work by Owner. If upon inspection any Work is found not to be strictly in accordance with the requirements of the Contract Documents, in the opinion of the Owner, Contractor shall take corrective measures to make such unacceptable Work satisfactory to Owner. In the event of Contractor's failure to take corrective measures, Owner may institute corrective measures itself at Contractor's expense and deduct the cost thereof from the Contract Price. If the Contract Documents, Owner's instructions, laws, ordinances, or any public authority require any Work to be tested or approved, Contractor shall give Owner timely notice of its readiness for inspection and, if the inspection is to be performed by someone other than Owner, timely notice of the date fixed for such inspection.
6. **REPORTS:** Contractor shall furnish Owner such logs and reports that Owner may reasonably require. Said logs and reports may include, without limitation, a schedule of values which breaks down the Contract Price into the various categories of the Work, the number, grade and trade of all personnel on the site, all subcontractors working on the site, all equipment located on the site and the weather conditions of the site. The logs and reports may also require identification of all safety issues including any accidents resulting in personal injury or property damage. In addition to the information required above, Contractor agrees to furnish such reports and conform with such administrative requirements required by Owner as may be stated in the Contract Documents.
7. **LEARNING SITE:** On a daily basis during performance of the Work under this Contract and upon termination or completion thereof, Contractor shall remove all debris and waste material and keep and leave the site of the Work in a manner satisfactory to Owner.
8. **LAWS AND REGULATIONS:** Contractor shall comply strictly with all local, state, and federal laws, orders, and regulations applicable to its operation in the performance of the Work hereunder. Contractor shall procure and pay for all permits and inspections required by any governmental authority for any part of the Work, and shall furnish any bonds, security or deposits required to permit performance of the Work. Contractor shall promptly notify Owner in writing if any of the Contract Documents are at variance with requirements of any applicable law, ordinance, rule or regulation. Contractor warrants that it has and will continuously hold throughout the term of this Contract all required and necessary licenses and governmental authorizations to perform the Work. Contractor also warrants that all subcontractors and any other parties performing any portion of the Work will have all required and necessary licenses and governmental authorizations to

perform their respective parts of the Work.

9. SAFETY REQUIREMENTS AND DUST CONTROL: Contractor shall take all necessary precautions to protect all property and persons from damage or injury arising from the Work, whether on the Work site or adjacent thereto. Contractor shall provide adequate security to protect the site from entry by any unauthorized person during its performance under this Contract. Contractor shall take all necessary precautions to control dust or other airborne particles from causing a hazard or nuisance to adjacent persons or property.
10. OCCUPATION SAFETY AND HEALTH ACT: Contractor warrants that its performance of the Work under this Contract will comply in all respects with the Occupational Safety and Health Act and all applicable regulations, rulings, orders and standards promulgated thereunder and agrees to indemnify, defend and hold Owner harmless from any and all liabilities, claims, civil fines and penalties, including all costs of settlements, which may arise because the Contractor's performance of the Work failed to meet these requirements.
11. PERFORMANCE TIME: Time is of the essence of this Contract and all actions taken by the parties hereto shall be taken to the end that the performance of this Contract shall be fully expedited. Contractor shall begin performance of this Contract at the agreed time and shall diligently and continuously prosecute the Work thereafter. If Contractor shall stop performance and shall fail to resume timely performance within two (2) days after written notice from Owner, Contractor shall be in default and Owner may elect to terminate this Contract under the terms set forth below. Contractor shall indemnify, defend and hold Owner harmless from and against any penalty or liability incurred by Owner because of Contractor's failure to perform the Work as required hereunder.
12. DELAYS AND EXTENSION OF TIME: If Contractor is delayed in the progress of the Work, written notice thereof and of the anticipated results shall be given to Owner by Contractor within twenty-four (24) hours after the first commencement of the delay event. Failure to give such notice shall be deemed a waiver of any claim Contractor may otherwise have had for such delay. Delays caused by Owner or circumstances beyond the reasonable control and fault of Contractor and otherwise not reasonably foreseeable by Contractor in time to be prevented, shall, upon approval of the Owner, be the basis for an extension of time. Labor disputes shall not be a basis for an extension of time. Unless Contractor provides prompt written notice within 24 hours of the commencement of any event or occurrence hindering or delaying its progress, Contractor shall not be entitled to and hereby waives any and all damages which it may suffer and otherwise be entitled to by reason of such hindrance or delay.
13. NO DAMAGES FOR DELAY. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which Owner 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 and the Project 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 paragraph shall expressly apply

to claims for early completion, as well as to claims based on late completion.

14. **ROYALTIES AND PATENTS:** Contractor hereby warrants the use or sale of materials and equipment manufactured or delivered hereunder will not infringe upon any patent claims (to the extent the design for such materials and equipment is not furnished by Owner); and Contractor agrees to indemnify and hold Owner harmless from, and to defend at its sole expense, all suits and proceedings against Owner based on any such alleged patent infringement, and to pay all costs, expenses, judgments and damages which Owner may have to pay or incur by reason of any such suit or proceedings.
15. **INJURY TO PERSONS AND DAMAGE TO PROPERTY:** The Contractor shall take precautions for safety of and shall provide protection to prevent damage, injury or loss to: (i) employees on the Work and other persons who may be affected thereby; (ii) the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's subcontractors or sub-subcontractors; and (iii) other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement. Contractor shall utilize at its own risk materials, tools, equipment or facilities furnished by Owner for use by the Contractor and not to be incorporated in the Work and Contractor shall defend, indemnify and save Owner and Owner harmless from all claims for injuries to, or death of, any and all persons, and for loss of and damage to property resulting from or by reason of the Contractor's utilization thereof.
16. **GUARANTEES:** Contractor guarantees all Work shall be of the best quality of their respective kinds (unless otherwise authorized in writing by Owner), workmanship, and materials. Contractor further guarantees to use its best skill and judgment at all times in the performance of the Work and that it will perform the Work as expeditiously and with the utmost expertise, care and skill. Contractor agrees that it will correct all Work which fails to conform to the aforesaid guarantees in any respect and is discovered and communicated to Contractor during the progress of the Work; provided, however, that if Contractor's field forces required for such replacement are not available as required by Owner, Owner may, at its option, make the necessary repairs and charge the cost thereof to Contractor. The terms of this guarantee shall inure to the benefit of Owner and shall be in addition to any other rights, remedies or warranties, whether express or implied, available to Owner under law or equity.
17. **COMPENSATION AND PAYMENT:** Contractor agrees to accept the Contract Price as its total compensation for doing all Work, furnishing all materials, and performing all provisions embraced in this Contract; for all loss or damage arising out of the nature of the Work as from the action of the elements or from any unforeseen or unknown difficulties or obstructions which may arise or be encountered in the prosecution of the Work until its acceptance; and for all risk of every description connected with the Work.
  - 17.1 Unless otherwise provided for in this Contract, Owner shall pay to Contractor, for performance of this Contract, partial payments as the work progresses, as follows:

At the end of each calendar month, or as soon thereafter as practicable, Contractor shall estimate, or cause to be estimated, the contract value of all Work performed hereunder based upon the bid schedules submitted by Contractor as part of its Bid Proposal. Contractor shall submit to Owner, for Owner's review and approval, an



application for payment reflecting such Contractor's estimated value of the completed Work, together with such supporting documentation as may be required by Owner. Owner shall pay Contractor the value of the Work so estimated by Contractor and approved by Owner, less any disputed amounts or such other amounts Owner is entitled to withhold pursuant to the Contract Documents.

17.2 Any payment otherwise due hereunder may be withheld by Owner because of incomplete or defective Work or material not remedied, claims filed, or reasonable evidence indicating the probability of the filing of claims, failure of Contractor to make payments properly to its subcontractor or suppliers or for any other loss or expense Owner may incur as a result of any material breach of this Contract by Contractor. If the foregoing causes are removed to Owner's satisfaction, the withheld payments shall be promptly made.

17.3 The receipt of final payment by Contractor shall be deemed a waiver of any and all claims Contractor may have arising out of or relating to this Contract.

18. TAXES AND ASSESSMENTS: Except to the extent otherwise indicated in this Contract, Contractor accepts full and exclusive liability for the payment of any and all taxes and assessments which may now or hereafter be imposed by local, state or federal government, including without limitation, all sales, use, power, gross receipts or other taxes levied with respect to the Work, or payments made to Contractor and assessments for unemployment insurance, old age benefits, annuities, disability benefits, or other purposes which are in whole or in part measured by and/or based upon the wages, salaries, or other remuneration paid to persons employed by Contractor on Work under this Contract.

19. TERMINATION OF CONTRACT: Owner may at any time terminate this Contract and/or Contractor's right to proceed with the Work under the following conditions:

19.1 TERMINATION FOR CAUSE: If the Contractor fails or refuses at any time to comply with its duties and obligations concerning safety, or fails or refuses at any time to supply a sufficient number of properly skilled workmen, or if the Owner has a reasonable belief that the Work is not proceeding at a rate sufficient to complete the Work within the time specified in the Contract, or if the Contractor defaults in the performance of any of its other obligations hereunder, the Owner may give Contractor written notice of default. If Contractor fails to remedy, or take appropriate measures to remedy the matter within two (2) days after receipt of such written notice, or if the Contractor becomes insolvent or makes an assignment for the benefit of creditors or files a petition in bankruptcy, or if bankruptcy or receivership proceedings are instituted against Contractor, the Owner may by immediate written notice cancel and terminate the Contractor's right to continue performance of the Work under this Contract regardless of the stage of completion of the Work and take possession of all equipment, tools, materials and supplies of Contractor necessary to complete the Work, and may at its option employ any other party to complete the Work, without prejudice and in addition to any other rights and remedies available to Owner at law or equity. If, after Owner has terminated the Contract, or otherwise exercised its rights under this paragraph, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that Owner is not entitled to the remedies against Contractor

provided therein, then such termination shall be deemed a termination for convenience and Contractor's remedies against Owner shall be the same as and limited to those afforded Contractor under Paragraph 23.2.

19.2 TERMINATION FOR CONVENIENCE: Upon two (2) days written notice from Owner, Owner may terminate this Contract, in whole or in part, for its convenience and without Contractor's default, whereupon Owner shall pay to Contractor that portion of the Contract Price corresponding to the Work completed to the Owner's satisfaction prior to the termination date, together with costs necessarily incurred by the Contractor in winding up and demobilization. In no event shall Owner be liable for any loss of profit or business opportunity by Contractor with respect to the terminated portion of the Work.

19.3 TERMINATION BY CONTRACTOR FOR CAUSE. In the event Owner is in default of its obligations as defined below, Contractor may give written notice to Owner of such default. For purposes of this Paragraph 23.3, the parties acknowledge and agree that Contractor may terminate this Contract due to an Owner default only for the following: (i) Owner refuses to pay undisputed amounts within thirty days of such amounts becoming due hereunder; or (ii) the Work is stopped for a period of time greater than ninety (90) days due to a governmental action, not attributable in any way to the fault or neglect of the Contractor. If the Owner fails to cure such default within seven (7) days written notice to Owner from Contractor, the Contractor may, upon seven (7) additional days written notice to Owner, terminate the Contract, whereupon the Contractor's remedies against Owner shall be the same as and limited to those afforded Contractor under Paragraph 23.2.

20. NON-ASSIGNMENT: Contractor agrees not to assign or sublet the Work, or any part thereof, nor any money to become due hereunder, without first obtaining the written consent of Owner.
21. EMERGENCIES: In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion to prevent threatened damage, injury or loss. The Contract Time shall be equitably adjusted, in accordance with the procedures stated herein, to the extent Contractor's time of performance of the Work was impacted by such emergency action.
22. RECORDS: If Contractor under the terms of this Contract (including any Change Order) is to be paid a fee plus reimbursable costs it shall account for all materials, equipment and labor entering into the Work and shall keep such full and detailed accounts as may be necessary for proper financial management under this Contract, and the method utilized shall be satisfactory to Owner. The Owner shall be afforded access to all the Contractor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and other similar data and materials relating to this Contract and the Contractor shall preserve all such records, etc., for a period of two years after the final payment is made by Owner.
23. CONTRACT INCLUDES ENTIRE AGREEMENT: This Contract embodies the entire agreement between Owner and Contractor. Contractor represents that in entering into this Contract it does not rely on any previous or implied representation, inducement, or

understanding of any kind. Any changes in the provisions of this Contract or in the attachments hereto, which are made subsequent to the execution hereof, shall be made in writing and executed in the same manner as this Contract.

- 24. ASSIGNMENT: Owner may assign any and all rights under this Contract, without the consent of Contractor. However, such assignment shall not relieve or release Owner from any of its obligations or responsibilities to Contractor arising out of this Contract prior to such assignment.
- 25. NOTICES: Any notices required or permitted under the Contract Documents shall be deemed to be fully given if placed in a pre-paid addressed envelope and sent by certified U.S. mail with return receipt requested or by Federal Express or other similar national express mail service, or by acknowledged telex or telecopy, or by delivering the same in person. Notice shall be effective upon three (3) days after said notice is sent or upon receipt whichever is earliest. All notices to be given to the parties shall be sent to or made at the addresses as set forth below; but by giving the other parties at least ten (10) days prior written notice thereof, any party hereto shall have the right to change his respective address or the individual to whom notices are to be sent.

Notices to Owner: City of Panama City Beach  
17007 Panama City Beach Parkway  
Panama City Beach, FL 32413  
ATTENTION: Drew Whitman City Manager  
Fax No.: (850) 233-5108

with a copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Notices to Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ATTENTION: \_\_\_\_\_  
Fax No.: \_\_\_\_\_

with a copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 26. ATTORNEYS' FEES: In the event any action, suit or proceeding, whether judicial or administrative, is brought by one party against the other, relating to or arising out of this

Contract, the prevailing party shall be entitled to recover his reasonable attorneys' fees, paralegals' fees and costs.

27. INTERPRETATION OF AGREEMENT: Whenever used herein the singular number shall include the plural, the plural of the singular, and the use of any gender shall include all genders. The term "including" is not limiting, and the terms "hereof", "herein", "hereunder", and similar terms in this Contract refer to this Contract as a whole and not to any particular provision of this Contract, unless stated otherwise. Additionally, the parties hereto acknowledge that they have carefully reviewed this Contract and have been advised by counsel of their choosing with respect thereto, and that they understand its contents and agree that this Contract shall not be construed more strongly against any party hereto, regardless of who is responsible for its preparation.
28. VENUE AND WAIVER OF JURY TRIAL. The venue and exclusive jurisdiction for any action among Contractor and Owner, whether arising out of the Project or arising out of the Contract or any breach thereof, shall be brought, maintained and pursued only in the appropriate state courts of the State of Florida in and for Bay County, Florida. Contractor and Owner hereby waive and renounce any and all rights and options which they 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. Contractor and Owner hereby waive and renounce any and all rights to a trial by jury. Contractor and Owner consent and submit to the jurisdiction of the State of Florida in and for Bay County, Florida and agree to accept service of process outside of the State of Florida in any matter to be litigated.

## SECTION 00800

### SUPPLEMENTARY CONDITIONS

#### PART 1 - GENERAL

##### 1.1 CLAIM PERIOD

- A. No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Contract.

##### 1.2 REGULAR WORKING HOURS

- A. Regular working hours are defined as up to forty hours per week with a maximum of ten hours per day, Monday through Friday, beginning no earlier than 7:00 A.M. and ending no later than 5:00 P.M., excluding holidays. The Contractor shall not work after hours on holidays or Saturdays/Sundays unless: 1) responding to a work site emergency that poses a risk to infrastructure or property or 2) performing required erosion control system repairs. The Contract Time shall not be extended due to holidays falling within the Contract Time. Maintenance of the Contractor's equipment and cleanup shall be performed during regular working hours.

##### 1.3 DEFECTIVE WORK

- A. The Contractor shall not be entitled to an extension of the Contract Time or increase in the Contract Price for correcting or removing defective work.

##### 1.4 CORRECTIVE WORK

- A. Where defective or nonconforming Work (including damage to other work resulting therefrom) has been corrected, removed or replaced pursuant to the Contractor's obligations under the Contract Documents including Articles 16.0 and 27.0 of the General Conditions, the correction period set forth in Article 27.0 of the General Conditions with respect to such work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed and accepted by the Owner.

##### 1.5 MAINTENANCE OF TRAFFIC AND ACCESS

Maintenance of Traffic (MOT) including Pedestrian MOT shall be incidental to the pay items. The Contractor shall assure compliance with FDOT Index 600 of the current Roadway and Traffic Design Standards. All references to "determinations by engineer" will be the responsibility of the Contractor and shall be brought to the attention of the Department prior to implementation. Pedestrian traffic must be maintained throughout the duration of construction unless otherwise indicated.

END OF SECTION 00800

## SECTION 000808

### SALES TAX EXEMPTION ADDENDUM

1. Contractor and City entered into a contract dated, \_\_\_\_\_ (the "Contract") for the performance of the WORK described therein, to which an executed copy of this Sales Tax Exemption Addendum ("Addendum") shall be attached thereto and incorporated therein.
2. Contractor and City desire to enter into an arrangement whereby certain purchases under the Contract can be made through the City as a means of taking advantage of the City's status of being exempt from sales and use taxes.
3. The City is exempt from sales and use taxes. As such it is exempt from the payment of sales and use tax on purchases of building materials or equipment necessary for the performance of work under construction contracts, provided the City determines it is to its best interest to do so, and provided the purchase of such building materials and equipment are handled in the manner hereinafter described.
4. The City has determined it is in its best interest to provide the opportunity to eliminate the payments of sales tax for building materials or equipment to be used in the construction of this project and notifies the Contractor of its intent to do so.

### TERMS AND CONDITIONS

1. The parties intend by this Addendum to comply with the procedures and elements described in Florida Department of Revenue Technical Assistance Advisements 01A-003 (January 8, 2001) and 00A-083 (December 21, 2000), and any conflict or ambiguity in this Addendum shall be resolved in favor of meeting the elements necessary to make tax exempt the purchases contemplated by this Addendum.
2. The City shall, at its sole discretion, have the option to purchase directly from the supplier or vendor, any building materials or equipment included in the Contractor's bid for the Contract. Contractor shall, from time to time submit, update and keep current, for consideration by the City, a list of all building materials and equipment to be purchased, organized by supplier or vendor. Such list shall include a brief description of the building materials and equipment and the name and address of the supplier or vendor. Suppliers or vendors reasonably anticipated to furnish building materials and equipment with an aggregate purchase value of less than \$10,000 need not be listed. Contractor's initial list is attached hereto and incorporated herein. Building materials and equipment not required for the performance of the Contract shall not be purchased under this Addendum. The City reserves the right to delete or add items from this Addendum when it is in the City's best interest.

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3. The City will be liable for the payment of all purchases properly made hereunder.
  4. Contractor shall notify all suppliers or vendors not to make sales to the Contractor under this Addendum.
  5. For each purchase approved by the City to be made under this Addendum, the Contractor shall furnish the City in writing information sufficient for the City to issue to the supplier its City purchase order for the requested building materials or equipment which shall include as an attachment the City's Certificate of Exemption. Suppliers and vendors will render statements for materials purchased to the City in care of the Contractor. After receiving and inspecting the materials when they arrive at the job site, verifying that all necessary documentation accompanies the delivery and conforms with the purchase order, Contractor will forward the invoices to the City's duly authorized representative for approval, processing and delivery to the City for payment. The City will process the invoices and issue payment directly to the supplier or vendor. Contractor will keep and furnish to the City all such records, summaries, reports of purchase orders and invoices, and reports of the status and use of goods handled under this Addendum, as the City may reasonably require.
  6. The Contract provides that Contractor will perform the work under the Contract for the Contract Price in the amount of \$[REDACTED], as may be amended from time to time as provided in the Contract. Said amount, as amended, due Contractor under the Contract shall be reduced by the sum of all amounts paid by the City for materials and equipment purchased under this Addendum, including any shipping, handling, insurance or other, similar charges paid by the City, and all of the savings of sales and use tax on the purchase of such items.
  7. The Contractor shall submit his proposal for base bid and proposals for each Alternate with the inclusion of all required taxes including applicable sales and use tax, the same as if tax were to be paid in the normal manner. Any sales and use tax savings will be affected during the performance of the Contract.
  8. Contractor shall immediately notify all subcontractors and material and equipment suppliers of the City's intent to reduce the construction cost of the Project by the purchase of building materials and equipment in the manner herein described and the Contractor shall not withhold his consent to the arrangement.
  9. Administrative costs incurred by the Contractor with this Addendum shall be considered to be included in the Total Lump Sum Bid amount for the Work. No addition shall be added to the Contract Price because of the service provided by the Contractor in the purchase of building materials and equipment by the City.
  10. All sales and use tax savings on the purchase of building materials and equipment shall be credited to the City and the amount of the Contract Price shall be reduced by the full amount of savings which result from the omission of payment of sales and use tax.

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11. By virtue of its payment of material and equipment invoices, the City further intends to benefit from any discounts offered for timely payment to the extent of one-half of the discount offered, the remaining one-half to accrue to the Contractor as an incentive for the Contractor to process invoices well within the discount period. The Contractor shall pay any late penalties caused by its failure to facilitate the processing of invoices within the allotted time.
  12. The Contractor, notwithstanding the terms and conditions of this Addendum, shall select, describe, obtain approvals, submit samples, coordinate, process, prepare shop drawings, pursue, receive, inspect, store, protect and guarantee the same as would have been the case if the tax saving procedures were not implemented.
  13. The Contractor as bailee shall have the obligation of receiving, inspecting, storing and safekeeping all goods and materials purchased on behalf of the City pursuant to this Addendum. Further, the Contractor shall be responsible for the cost of replacing or repairing any goods or materials lost, stolen, damaged or destroyed while in the Contractor's possession or control as bailee, as well as processing all warranty claims for defective goods and materials to the same extent as if such goods had been Contractor-supplied or purchased in the name of the Contractor.
  14. Contractor shall maintain separate accounting records for all transactions carried out under the authority granted to it under this Addendum. Such records shall be open to the City or its authorized agent during normal business hours of Contractor.
  15. The City will take both legal and equitable title to the building materials and equipment received from the vendor when delivery is made by the vendor at the Project site. Without waiving or releasing Contractor from its obligations under paragraph 13 above, as equitable and legal owner of the materials and equipment purchased under this Addendum, the City shall bear the risk of loss thereto and shall have the insurable interest therein. Therefore, unless already provided for under the terms of the Contract Documents, Contractor shall cause the City to be insured or named as an additional insured as its interest may appear against any loss or damage to such goods to the extent of their full insurable value. All such insurance shall be in such form and through such companies as may be reasonably acceptable to City and Contractor shall provide City certificates thereof requiring each insurer to provide the City ten (10) days written notice in advance of cancellation or modification of coverage. Pursuant to the terms of the Contract Documents, the City will reimburse the Contractor for any additional premium amounts paid solely for such insurances against loss or damage.
  16. Contractor shall be fully responsible for all matters relating to the procurement of materials and equipment covered by this Addendum, including but not limited to, overseeing that the correct materials and the correct amounts are received timely



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with appropriate warranties; for inspecting and receiving the goods; and for unloading, handling and storing the materials until installed. Contractor shall inspect the materials when they arrive at the Project site, verify that all necessary documentation accompanies the delivery and conforms with the City's purchase order, and forward the invoice to the City for payment if the goods are conforming and acceptable. Contractor shall verify that the materials conform to Drawings and Specifications and determine before installation that such materials are not defective. Contractor shall manage and enforce the warranties on all materials and equipment covered by this Addendum. Contractor shall be responsible to the City for its failure to fully and timely perform its obligations under this paragraph, and this Addendum generally.

17. When title to the materials and equipment covered by this Addendum passes to the City prior to being incorporated into the Work, the Contractor's possession of the goods is a bailment until such time as each of such goods is returned to the City by being incorporated into the Work.
18. The City shall not be liable for delays in the Work caused by delays in delivery of or defects in the goods covered by this Addendum, nor shall such delays or defects excuse Contractor in whole or in part from its obligation to timely perform the Contract.
19. In the event Contractor objects to the payment of any invoice for goods covered by this Addendum, Contractor shall at no additional cost to the City, provide all assistance, records and testimony necessary or convenient for the City to resolve the supplier's claim for payment.
20. This Addendum and the authority granted to Contractor hereunder may be revoked by the City at any time upon verbal or written notice to Contractor at its offices located at \_\_\_\_\_, during normal business hours.

[END OF SECTION 00808]

## SECTION 01010

### SUMMARY OF WORK

#### GENERAL

##### 1.1 LOCATION OF WORK

- A. Various locations throughout the City of Panama City Beach utility system service area. Areas to be paved during the period of this bid have not been pre-identified and will be determined by priority of need and funding availability. Requirements will vary in size and location; however, the City will endeavor to issue work orders that include multiple patches.

#### SCOPE OF WORK

##### 1.2 GENERAL

The intent of this Contract is to award a Contract to a Contractor(s) to perform Work on a task order basis. Work Task Orders shall be issued on an "as needed" basis. See Special Provisions for Method of Ordering Work. The line items in the Proposal pages are intended to set unit prices for the task Work Orders. No tasks are guaranteed as part of this Contract.

The work to be performed and the terms and conditions of performance of such work and payment therefore by the City of Panama City Beach shall be materially as described in the form of the **PCB21-35 ITB Asphalt Repairs** . The agreement shall be for a term of one (1) year, beginning on date of execution, with the option to renew for two one-year terms, for a maximum contract length of three years.

The proposed specifications below will cover, but not be limited to, the following:

- A. The CONTRACTOR shall furnish all labor, materials, equipment, tools, services and incidentals to complete all work required by this Summary of work , except such items as Owner specifically agrees in the Contract to supply or furnish to or for the use of Contractor. Any equipment materials or services not specifically described in the Contract Documents, which may be fairly implied as required thereby or necessary to complete the Work for the use intended shall be within the scope of the Contractor's Work hereunder. All Work shall be performed by trained, properly supervised personnel in accordance with accepted practices including compliance with all maintenance of traffic standards and procedures.
- B. The CITY will issue Work Orders on an "as needed" basis. All terms and conditions of the Bid are applicable. The individual orders will specify the Work to be performed, its location, a not-to-exceed cost (based on the Contract unit prices), and a schedule for performance. The Contractor must sign and return the unexecuted Work Order within five (5) Working

Days of issuance. Then each Work Order will be executed (signed) by the authorized City representative and notice to commence will be sent to the Contractor. The Contractor's failure or refusal to sign a Work Order within five (5) Working Days does not prevent execution of the Work Order (which is solely by signature of the authorized Department representative), and all Work Orders must be performed upon notice to commence. Upon completion of the Work Order task, the Contractor will submit an individual invoice, a copy of the original Work Order, a Contractor's affidavit, and consent of Surety. Contractor shall comply with all requirements in the Contract Documents for obtaining final payment. Final payment of a Work Order does not terminate the Contract or extinguish the Surety's obligations under the Contract.

- C. After receiving notice to commence with the Work for a particular project the Contractor shall commence promptly within five (5) Working Days and shall efficiently prosecute the Work with adequate personnel and Equipment until completion, within 7 Business Days, or as designated by the Owner or his duly appointed representative.
- D. City reserves the right to request pavement mix designs as a submittal per Section 01300.
- E. Asphalt delivery tickets shall be provided to the City Inspector as material is delivered to the job site.
- F. The Contractor shall warrant all materials and all workmanship for a period of one (1) year from the date of acceptance of the work completed each calendar year.
- G. The Supplier shall keep fully informed of all existing, adopted and amended federal, state and local laws, ordinances, regulations and orders and decrees which in any manner affect those engaged or employed by Supplier in the work, or the equipment used by the Supplier, or which in any manner affect the conduct of the work by Supplier, and all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered in any such law, ordinance, regulation, order or decree, the Supplier shall forthwith report the same to the City in writing. The Supplier shall at all times observe and comply with all such existing, adopted and amended laws, ordinances, regulations and orders.

The Supplier will be required to furnish and update, as necessary, a list of telephone numbers and names of responsible parties to be called on a 24-hour, 7 days per week basis in the event of an emergency or unusual operating conditions.

## **SECTION 2. TECHNICAL SPECIFICATIONS:**

**2.1 Work Items** – The WORK covers two basic paving options, and associated restoration and testing:

**A. Prepare Limerock, Crushed Concrete, or Graded Aggregate Base and Add New Asphalt Pavement:**

- a. Prepare and finish road base in accordance with Sections 200, 210, 230, 204 and all sections referenced therein of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition. Excess material becomes property of contractor. The City's standard detail for asphalt patching is attached to this specification for reference.
- b. Contractor will remove temporary base material to a minimum depth of 8", or 2" more than existing, whichever is greater, and install new base material per requirements in this section.
- c. Pave with 1 ½" Type SP-9.5 or SP-12.5 Asphalt in accordance with Sections 300, 320, 330, 331 and 916 and all sections referenced therein of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition.
- d. Hand work may be required in certain areas such as driveways, intersections, storm drains, manholes, etc., to prevent "bird baths" in excess of 1/4 inch in depth. Payment for this work is incidental to and will be included in the bid price for materials.

**B. Prepare Limerock, Crushed Concrete, or Graded Aggregate Base and Add New Concrete Pavement:**

- a. The intent of this item is for concrete repairs to driveways and sidewalks. Contractor will remove temporary base material to a depth of 8", or 2" more than existing, whichever is greater, and install new base material per requirements of this Section.
- b. Concrete driveway repairs shall be constructed of 6" thick fiber reinforced concrete pavement (3,000 psi). Fiber reinforcement to be conformance with ASTM C1116.
- c. Sidewalk repairs shall be constructed of 4" thick fiber reinforced concrete pavement (3,000 psi). Fiber reinforcement to be conformance with ASTM C1116.
- d. Cement shall conform to standard specifications for "Portland Cement", ASTM C150, Type II, except Type I may be used on sidewalks. Formwork to comply with ACI 347.

- e. Concrete driveway repairs shall be from joint-to-joint or road-to-joint, and sidewalk repairs shall be from joint-to-joint.
- f. Ready-Mix Concrete: Ready-mixed concrete may be used at the option of the Contractor provided that such concrete meets the requirements of these specifications and of ASTM Designation C94 for "Ready-Mixed Concrete".
- g. High-Early-Strength Concrete: Concrete made with high-early-strength Portland cement shall be used only when specifically authorized by the Engineer. The 7-day compressive strength of concrete made with high-early-strength cement shall be at least equal to the minimum 28-day compressive strength specified. All provisions of these specifications shall be applicable to high-early-strength concrete except the cement shall conform to ASTM Designation C150, Type III.

**C. Testing:**

- a. Testing of material will be performed to ensure compliance with Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition. All acceptable field and laboratory tests will be at the City's expense. Failing tests will be paid for by the Contractor.
- b. Compaction Test for Base Material (where applicable): One (1) for each 200 square yards, but **not less than one (1)** in each section if the area is less than 200 square yards.
- c. Asphalt Testing: Quality control of the asphalt paving provided and installed shall be the responsibility of the Contractor. No separate Payment will be made, and all costs incurred are considered incidental to the appropriate pay item. The City reserves the right to test the asphalt paving separate from and in addition to the specific requirements dictated in this contract.

**D. Safety and Traffic Control/MOT**

- a. The responsibility for installation and maintenance of adequate traffic control devices, warning devices and barriers for the protection of the traveling public and workmen shall rest with the Contractor, as stated in Section 102 of Florida Department of Transportation Specifications. No separate payment for MOT will be made.

**E. Pavement Markings**

- a. Painted Pavement Markings - Furnish & install painted pavement markings for lane lines, stop bars, crosswalks, etc. in accordance with the manufacturer's installation instructions and as directed by the City

Inspector. The intent is to replace existing markings with a similar material, in the same location as previously existing prior to paving. The City reserves the right to direct the Contractor to install additional lane lines as needed and at no additional cost beyond the unit price bid for the appropriate item. Work shall comply with FDOT, July 2021 Standard Specifications for Road and Bridge Construction.

- b. Thermoplastic Striping - Furnish & install heat applied thermoplastic pavement markings for lane lines, stop bars, crosswalks, etc. in accordance with the manufacturer's installation instructions and as directed by the City Inspector. Work shall comply with FDOT, July 2021 Standard Specifications for Road and Bridge Construction.

**F. Price Escalation**

- a. Due to the fluctuations in liquid asphalt prices, adjustments (increases and decreases) for asphalt cement products provided under the contract will be allowed. Current FDOT cost per ton for liquid asphalt in the Asphalt Price Index (API) will be used as the base index for determining any future price adjustments. The difference between the index of September 2021 (Time of Contract Award) and the current index (current being – index published by FDOT at the time material is provided to the City) will determine the amount of the adjustment increase/decrease). However, price adjustments will not be made for any item in which the difference between the base and current indices is less than five (5) percent.

**G. Staging**

- a. The Contractor will establish temporary staging and storage areas as approved by the City Inspector. Clean up of each staging area shall occur within 48 hours of removal of all stored materials. Contractor shall cover stone and aggregate stockpiles with tarps to prevent sedimentation of the street. Proper sediment control and safety measures shall be utilized at no extra compensation. The Contractor will only stockpile material in locations as approved by the City Inspector.

[END OF SECTION 01010]

SECTION 01150  
MEASUREMENT AND PAYMENT

PART 1 - SCOPE OF WORK

The scope of this section of the Contract Documents is to further define the items included in each Bid Item in the Bid Proposal section of these Specifications. Payment will be made based on the specified items included in the description in this section for each bid item.

1.1 GENERAL

All Contract Prices included in the Bid Proposal section will be full compensation for all labor, materials, tools, equipment and incidentals necessary to complete the construction as shown on the drawings and/or as specified in the Contract Documents to be performed under this contract. Actual quantities of each item bid on a unit price basis will be determined upon completion of the construction in the manner set up for each item in this section of the specifications. Payment for all items listed in the Bid Form will constitute full compensation for all work shown and/or specified to be performed under this project.

1.2 ESTIMATED QUANTITIES

The quantities shown are approximate and are given only as a basis of calculation upon which the award of the Contract is to be made. The Owner/Engineer does not assume any responsibility for the final quantities, nor shall the Contractor claim misunderstanding because of such estimate of quantities. Final payment will be made only for satisfactorily completed quantity of each item.

1.3 WORK OUTSIDE AUTHORIZED LIMITS

No payment will be made for work constructed outside the authorized limits of work.

1.4 MEASUREMENT STANDARDS

a) Bid Item #1A – Base Material

Payment shall be made based on the amount of base material installed, as measured in cubic yards (CY). Item includes all equipment, material, and labor to install base material per the specifications.

b) Bid Item #1B – Asphalt Pavement

Payment shall be expressed in square yards (SY) and based on surface measurements of installed asphalt. Item includes all equipment, material, and labor to install asphalt material per the specifications.

c) Bid Item #1C – Overlay Asphalt

Payment shall be expressed in square yards (SY) and based on surface measurements of installed asphalt overlay. Item includes all equipment, material, and labor to install asphalt material per the specifications.

d) Bid Item #2 – Concrete Pavement

Payment shall be expressed in cubic yards (CY) and based on surface measurements of installed concrete, with a 4" thickness for sidewalks and a 6" thickness for driveways. Item includes all equipment, material, and labor to install concrete per the specifications.

e) Bid Item #3A – 5" Striping, Painted

Payment will be by the Linear Foot (L.F.) for each line installed. No payment is made for skips or gaps between lines. Item includes all equipment, material, and labor to install painted striping per the specifications.

f) Bid Item #3B – 5" Striping, Thermoplastic

Payment will be by the Linear Foot (L.F.) for each line installed. No payment is made for skips or gaps between lines. Item includes all equipment, material, and labor to install thermoplastic striping per the specifications.

g) Bid Item #3C – Crosswalks, Painted

Payment will be by the square foot (S.F.) for each crosswalk installed. No payment is made for skips or gaps between lines. Item includes all equipment, material, and labor to install painted crosswalks per the specifications.

h) Bid Item #3D – Crosswalks, Thermoplastic

Payment will be by the square foot (S.F.) for each crosswalk installed. No payment is made for skips or gaps between lines. Item includes all equipment, material, and labor to install thermoplastic crosswalks per the specifications.

i) Bid Item #3E – Stop Bars, Painted

Payment will be by the square foot (S.F.) for each stop bar installed. No payment is made for skips or gaps between lines. Item includes all



equipment, material, and labor to install painted stop bars per the specifications.

j) Bid Item #3F – Stop Bars, Thermoplastic

Payment will be by the square foot (S.F.) for each stop bar installed. No payment is made for skips or gaps between lines. Item includes all equipment, material, and labor to install thermoplastic stop bars per the specifications.

k) Bid Item #4 – Testing

Payment will be made for each passing compaction test. Payment will not be made for failed tests or re-tests as a result of failed tests. Payment for the compaction testing shall not be marked up by the Contractor. Invoices from testing firm shall be submitted with pay requests.

## 1.6 PAYMENT

Monthly invoices shall be submitted to the City in a format and distribution schedule defined by the City, no later than the 10<sup>th</sup> day of the following month. If the contractor cannot submit their monthly invoice on time, the Contractor shall notify the City, prior to the due date the reason for the delay and the planned submittal date.

## 1.7 OTHER PROVISIONS

No separate payment will be made for the following items and the cost of such work shall be included in the applicable pay items of work unless indicated otherwise in the individual bid item. Final payment shall not be requested by the Contractor or made by the Owner until record drawings have been submitted to the Engineer.

- Testing and placing system in operation.
- Any material and equipment required to be utilized for the work described.
- The contractor is responsible for weighing the empty and loaded trailers at the certified scale.
- Maintain the existing quality of service during construction.
- Appurtenant work as required for a complete and operable system.
- The regular work and service maintenance done on the equipment.
- Fuel Charges
- Any violation of weight regulations or traffic laws shall be the contractor's sole responsibility.

## PART 2 – PRODUCTS - (NOT APPLICABLE)

END OF SECTION 01150

SECTION 01300  
SUBMITTALS

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

- A. The SUPPLIER shall submit to the OWNER for review such working drawings, shop drawings, test reports and data on materials (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 SUPPLIER shall note that there are specific submittal requirements in other sections of these Specifications.

1.2 SHOP DRAWINGS

- A. When used in the Contract Documents, the term "shop drawings" shall be considered to mean SUPPLIERS's plans for materials, 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, and inspection and test reports 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 materials, 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 SUPPLIER'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 SAMPLES

- A. The SUPPLIER shall furnish, for the approval of the OWNER, samples required by the Contract Documents or requested by the OWNER. Samples shall be delivered to the OWNER as specified or requested and in quantities and sizes as specified. A minimum of two samples of each item shall be submitted unless otherwise specified. The SUPPLIER shall pre-pay all shipping charges on samples. Materials or equipment for which samples are required shall not be used in work until approved by the OWNER.
- B. Samples specified in individual sections, include, but are not necessarily limited to, physical examples of the work such as sections of manufactured or fabricated work, small cuts or containers of materials, complete units of repetitively used products, color/texture/pattern swatches and range sets, specimens for coordination of visual effect, graphic symbols, and units of work to be used by the OWNER or OWNER for independent inspection and testing, as applicable to the Work.
- C. The SUPPLIER shall prepare a transmittal letter in triplicate for each shipment of samples. The SUPPLIER shall enclose a copy of this letter with the shipment and send a copy of this letter to the OWNER. Approval of a sample shall be only for the characteristics or use named in such approval and shall not be construed to change or modify any Contract requirements.
- D. Approved samples not destroyed in testing shall be sent to the OWNER or stored at the site of the work. Materials and equipment incorporated in work shall match the approved samples. Samples which fail testing or are not approved will be returned to the SUPPLIER at his expense, if so requested at time of submission.

## 1.6 SUBMITTAL REQUIREMENTS

- A. The SUPPLIER 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.
- B. All submittals shall be made directly to the OWNER.
- C. 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. Submittal Number.
  - 7. Contract Drawing Number Reference.

- D. 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.
- E. The SUPPLIER shall use the color "green" to make his remarks on the Submittals. Only the OWNER will utilize the color "red" in marking submittals.
- F. Facsimiles or copies of facsimiles will not be accepted for review.

#### 1.7 SUPPLIER'S RESPONSIBILITY

- A. The SUPPLIER shall review shop drawings, product data, and samples prior to submission to determine and verify the following:
  - 1. Manufacturer's catalog numbers and similar data.
  - 2. Conformance with Specifications.
- B. Shop drawings shall indicate any deviations in the submittal from the requirements of the Contract Documents.
- C. The SUPPLIER shall not begin any fabrication work affected by a submittal returned not approved. Before starting this work all revisions must be corrected by the SUPPLIER. After resubmittal they will be reviewed and returned to him by the OWNER. If approved or approved as noted, then the SUPPLIER may begin this work. Any corrections made to the shop drawings are to be followed without exception.
- D. The SUPPLIER 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.

#### 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 SUPPLIER from compliance with the contract plans and specifications or from departures therefrom.
- B. Submittals will be returned to the SUPPLIER 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 SUPPLIER 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 SUPPLIER 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 SUPPLIER must turn in a submittal on that item to bring the entire package into conformance. The entire package does not have to be resubmitted.

- C. Re-submittals will be handled in the same manner as first submittals. On re-submittals the SUPPLIER 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 SUPPLIER. The SUPPLIER 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.

#### 1.9 FINAL COMBINED SUBMITTAL OF DIGITAL VERSION OF SHOP DRAWING SUBMITTALS

- A. At the completion of the project, a digital version of all shop drawing submittals and review forms in pdf format shall be compiled and provided to the OWNER.

PART 2 – PRODUCTS  
(Not Applicable)

PART 3 – EXECUTION  
(Not Applicable)

END OF SECTION 01300