



**PCB22-49  
INVITATION TO BID  
BEACH SAFETY JET SKIS**

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

March 14, 2022

**ADVERTISEMENT TO BID**  
**PCB22-49 ITB BEACH SAFETY JET SKIS**

The City of Panama City Beach is requesting sealed Bids for Two (2) New Jet Skis to be strictly used for the City's Beach Safety Department. The equipment shall be new, of current manufacture, and must meet all State and Federal Safety Standards in effect at the time of delivery. The City will also accept firm fixed pricing for optional maintenance service plans.

Any items appearing in the manufacturer's regular published standard specifications furnished by the bidder are assumed to be included in the Bid Proposal. Any deletions or variations from manufacturer's standard published specifications must be outlined in an attached letter. Deviations from these specifications which do not impair comparative functional equivalency will be reviewed.

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

All Bids must be received no later than **March 30, 2022, at 1:00 PM CDT** at which time all Bids will be publicly opened and read.

Bid Documents may be downloaded online at [www.demandstar.com](http://www.demandstar.com) and on [the City's website at https://www.pcbfl.gov/about-us/rfp-posts-list](https://www.pcbfl.gov/about-us/rfp-posts-list) starting on **March 14, 2022**.

- Electronic Bids will only be accepted when submitted through the DemandStar's Bid portal. Emailed submissions will not be accepted.
- Alternatively, one (1) original along with an electronic copy (USB flash drive preferred) may be delivered to the City Hall Office at the address below. Any sealed Bid submitted on paper must identify and clearly mark the Bid for **PCB22-49 ITB BEACH SAFETY JET SKIS** 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 paper Bids shall be sealed and delivered or mailed to: **City of Panama City Beach City Hall, ATTN: Purchasing Manager, 17007 Panama City Beach Parkway, Panama City Beach, FL 32413**

Any and all questions regarding the Bidding documents shall be directed to City of Panama City Beach Purchasing Manager: **Tina Kunst, Phone: 850-233-5100 or email: [Purchasing@pcbfl.gov](mailto:Purchasing@pcbfl.gov)**. Contact with any other City official or City employees for the purpose of inquiries regarding this bid or the meaning or interpretation of these specifications shall be grounds for disqualification.

**INFORMATION FOR BIDDERS**

It is the intention of this Invitation to Bid (ITB) to find a Vendor which can deliver Two (2) 2022 or newer Jet Skis with a preferred delivery of 45 days or less after the Notice of Award. The City will also consider optional maintenance/service plans as defined in the specifications.

**BID DUE DATE & TIME: March 30, 2022, AT 1:00 P.M.** CDT. Bid packages shall be submitted electronically through DemandStar, mailed or hand-delivered to City Hall, located at 17007 Panama City Beach Parkway, Panama City Beach Florida 32413. Bids are to be received NO LATER THAN 1:00 P.M. after which time receipt will officially be closed. Bids received after the specified time and date will not be accepted. The City will not be responsible for mail delays, late or incorrect deliveries. The time/date stamp in the City Hall or on DemandStar will be the official authority for determining late Bids.

NOTE: Bids will be opened on the same date and time as identified above. The Bid opening will be conducted in a public meeting to begin at 1:00 P.M. on, **March 30, 2022.** The location of the opening will be the City Council Room, City Hall, 17007 Panama City Beach Parkway, Panama City Beach, FL 32413.

All paper Bids must be executed and submitted in a single sealed package. Bidder shall mark Bid package, **PCB22-49 ITB BEACH SAFETY JET SKIS,** Bidder's name and return address should be clearly identified on the outside of the package.

Bidders submitting paper Bids must submit one (1) complete Bid response along with one (1) electronic formatted copy (USB preferred) that includes all the required documentation:

A complete BID response shall consist of the following required documents:

- |                                  |                            |
|----------------------------------|----------------------------|
| 1. Bid Form                      | 4. E-Verify Form           |
| 2. Drug Free Workplace           | 5. Non-Collusion Affidavit |
| 3. Public Entity Crime Statement | 6. Conflict of Interest    |

Additional reference documents:

- |                    |                                      |
|--------------------|--------------------------------------|
| 1. Notice of Award | 3. Exhibit A – Insurance Requirement |
| 2. Agreement       |                                      |

The City may waive any technical 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 exceptions.

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

## GENERAL CONDITIONS

**ADDENDUM AND AMENDMENTS TO INVITATIONS TO BID:** If it becomes necessary to revise or amend any part of this Invitation for Bid, the City's Purchasing Manager will furnish the revision by written Addendum through the City's solicitation hosting software linked on the City's website. Addenda information will be posted online at the City of Panama City Beach website: <https://www.pcbfl.gov/about-us/rfp-posts-list>. Bidders are solely responsible to ensure they have received all addenda before submitting their Bid.

**ADDITIONAL TERMS & CONDITIONS:** As more fully set forth in the terms and conditions herein, the City reserves the right to:

1. Accept or reject any and all Bids, whole or in part.
2. Conduct investigations of the qualifications of the Bidder as deemed appropriate.
3. Inspect the individual or organization and take any other action necessary to determine ability to perform in accordance with specifications, terms, and conditions.
4. Reject all submitted Bids and provide for the request of additional Bids whenever it finds that the Bids submitted are not responsive to the request for Bids, that the Bids are not responsible or that the Bid prices are unacceptable.
5. Waive any technicalities or informalities.
6. Award a contract deemed to be in the best interest of the City.
7. Retain all Bids and to use any ideas in a Bid regardless of whether that Bid selected.

**ANTI-DISCRIMINATION:** The Bidder certifies compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

**AWARD** - The City shall award the contract to the lowest fully responsive and responsible Bidder; provided, that the City 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.

**BIDDER ACKNOWLEDGEMENT:** By submitting a Bid, the Bidder certifies and or acknowledges that he/she has full knowledge of the scope, nature, and quality of work to be performed.

Submission of a Bid indicates acceptance by the individual or firm of the conditions contained in this invitation to Bid, unless clearly and specifically noted in the Bid submitted and confirmed in the contract between the City of Panama City Beach and the individual or firm selected.

**BIDDER EXPENSES** - The City is not responsible for any expenses that Bidder may incur in preparing and submitting Bids called for in this request. The City will not pay for any

out-of-pocket expenses, such as word processing; photocopying; postage; per diem; travel expenses; and the like, incurred by the Bidder. The City will not be liable for any costs incurred by the Bidder in connection with any interviews/presentations (i.e., travel, accommodations, etc.).

**CERTIFICATES OF INSURANCE:** The successful Bidder shall be submit a Certificate of Insurance within 10 days of Notice of Award.

**CONFLICT OF INTEREST** – The award of any Contract hereunder is subject to the provision of Chapter 112, Florida Statutes. Bidders must disclose with their Bid the name of any officer, director, partner, proprietor, associate or agent which is also an officer or employees of the City or of its boards or committees. Bidders must disclose the name of any officer or employee of City who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder’s firm or any of its branches or affiliate companies.

**COOPERATIVE AGREEMENTS WITH OTHER GOVERNMENT AGENCIES:** All Bidders submitting a response to this Request for Bid agree that such response also constitutes a proposal to other Florida local governments under the same conditions, for the same contract price, and for the same effective period, should the Bidder feel it is in their best interest to do so. Each governmental agency desiring to accept this proposal and make an award thereof shall do so independently of any other governmental agency.

**E-VERIFY:** The awarded Bidder becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all employees hired after January 1, 2021, and requiring all sub-Bidders to provide an affidavit attesting that the sub-Bidder does not employ, contract with, or subcontract with, an unauthorized alien. The Bidder shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a sub-Bidder knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Bidder, the Bidder may not be eligible for or awarded a public contract for a period of 1 year after the date of termination.

**INSURANCE AND INDEMNIFICATION:** Bidder shall at its expense maintain in force during the Term the insurance on policies and insurers acceptable to the City as required by the City’s Insurance Requirements attached hereto as Exhibit “A”.

- A. Within thirty days of the date of the Award, and thereafter upon the written request of the City, Bidder shall furnish to the City such certificates of coverage and certified copies of policies pursuant to the City’s Insurance Requirements

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In order to satisfy this provision, the documentation required by this part must be sent to the following address: Attn: Tina Kunst, 17007 Panama City Beach Parkway, Panama City Beach, FL 32413.

- B. Regardless of the coverage provided by any insurance, the successful Bidder shall indemnify, save harmless and defend the City, its agents, servants, or employees from and against any and all claims , liability, losses and/or causes of action which may arise from any negligent act or omission of the successful Bidder, its sub-Bidders, agents, servants or employees during the course of performing services or caused by the goods provided pursuant to these Bid documents and/or resultant contract.
- C. If any third-party claim is made against the City that, if sustained, would give rise to indemnification liability of the Bidder under this Agreement, the City shall promptly cause notice of the claim to be delivered to the successful Bidder and shall afford the Bidder and its counsel, at the Bidder's sole expense, the opportunity to join in defending or compromising the claim. The covenants contained in this paragraph shall survive the termination of this Agreement.

**MINOR IRREGULARITIES/INFORMALITIES:** The City of Panama City Beach reserves the right to both waive any irregularities or informalities in Bids and to determine, in its sole discretion, whether or not informality is minor.

**INTERPRETATIONS:** Any questions concerning conditions and specifications shall be directed to the Purchasing Manager. Interpretations, that may affect the eventual outcome of this Bid, will be furnished in writing to all prospective Bidders. No interpretation shall be considered binding unless provided in writing by the City of Panama City Beach.

**RIGHT TO REJECT:** Bidders are expected to examine the specifications, delivery schedules, Bid prices and extensions and all instructions pertaining to supplies and services. Failure to do so will be at the Bidder's risk. Only the City of Panama City Beach reserves the right to reject all Bids, or any part of any Bid deemed necessary for the best interest of the City. The City may reject any response not submitted in the manner specified by the solicitation documents.

**NON-COLLUSION:** The Bidder shall certify that this Bid and any subsequent award has not been arrived at collusively or otherwise in violation of federal , state or local laws. Bidder shall certify that this offer is made without prior understanding, agreement, or connection with any employee or official of the City or corporation, firm or person submitting an offer for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

No premiums, rebates or gratuities are permitted, either with, prior to or after any delivery of material or provision of services. Any violation of this provision may result in the Contract cancellation, return of materials or discontinuation of services.

**NOTIFICATIONS:** The City of Panama City Beach's official website for notices, Bids, addendums and other documents is located at <https://www.pcbfl.gov/about-us/rfp-posts-list>. Bidders are also advised that <http://www.demandstar.com> is one of the City's sourcing methods of notices, addendum, Bids and other documented communications. The City is not under any obligation and does not guarantee that Bidders will receive email notifications concerning the posting, amendment or close of solicitations. Vendors are responsible to check <http://www.demandstar.com> or <https://www.pcbfl.gov/about-us/rfp-posts-list> for information and updates concerning solicitations or contact the Purchasing Manager on the information listed above.

**PAYMENT:** Upon inspection, deliver and acceptance of product by the City, the City shall make payment to the Bidder in accordance with the Local Government Prompt Payment Act, Chapter 218, Florida Statutes. The City reserves the right, with justification, to partially pay any invoice submitted by the Bidder when requested to do so by the City's Department Representative. All invoices shall be directed to Accounts Payable, City of Panama City Beach.

**PUBLIC ENTITY CRIMES:** By submission of response to the City's Invitation for Bid, Bidder acknowledges and agrees to the following: A person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids for leases of real property to a public entity, may not be awarded or perform work as a Successful Bidder, Vendor, supplier, sub-Bidder, 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 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the Convicted Vendor List (Section 287.133, Florida Statutes).

**PUBLIC RECORDS:** Certain exemptions to the public records law are statutorily provided for in Section 119.07, Florida Statutes. If the Bidder believes any of the information contained in his or her response is exempt from disclosure, then the Bidder, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records once that information is determined to be available for public inspection.

If the City rejects all Bids or replies submitted in response to a competitive solicitation and the City concurrently provides notice of its intent to reissue the competitive solicitation, the rejected Bid or replies remain exempt from Section 119.07(1) and Section 24(a) of the State Constitution until such time as the City provides notice of an intended decision concerning the reissued competitive solicitation, or until the City withdraws the

reissued competitive solicitation. A Bid, proposal, or reply is not exempt for longer than 12-months after the initial agency notice rejecting all Bids, Bids or replies

The City is a public agency subject to Chapter 119, Florida Statutes. The Bidder shall comply with Florida's Public Records law. Specifically, the Bidder shall:

- A. Keep and maintain public records required by the public agency to perform the service.
- B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Bidder does not transfer the records to the public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Bidder or keep and maintain public records required by the public agency to perform the service. If the Bidder transfers all public records to the public agency upon completion of the contract, the Bidder shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Bidder keeps and maintains public records upon completion of the contract, the Bidder shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

The failure of the Bidder to comply with the provisions set forth in this section shall constitute a material breach of Agreement and shall be cause for immediate termination of the Agreement.

**If the Bidder has questions regarding the application of Chapter 119 Florida Statutes, to the Bidder' duty to provide public records relating to this contract, contact the custodian of public records at the City of Panama City Beach City Clerk, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413; 850-233-5100 or [CityClerk@pcbfl.gov](mailto:CityClerk@pcbfl.gov).**

**REQUEST FOR ADDITIONAL INFORMATION/CLARIFICATION:** The Bidder shall furnish such additional information/clarification as the City may reasonably require. This includes but is not limited to information that indicates Bidder financial resources as well as the ability to provide and maintain the goods or services requested.



**BIDDER/RECOMMENDATION OF AWARD INFORMATION:** Notice of Award, Bids currently available, and Tabulation sheets will be available Online. Bidders who do not have Internet access may request a copy of the tabulation by contacting the Purchasing Manager. (NOTE: information will be provided in accordance with the requirements contained in the section above regarding PUBLIC RECORDS).

**BIDDER/RECOMMENDATION OF AWARD INFORMATION:** Notice of Award, Bids currently available, and Tabulation sheets will be available Online. Bidders who do not have Internet access may request a copy of the tabulation by contacting the Purchasing Manager. (NOTE: information will be provided in accordance with the requirements contained in the section above regarding PUBLIC RECORDS).

**RESPONSIBLE BIDDER DEFINITION:** A Bidder, business entity or individual who submits a Bid and who has furnished, when required, information and data to prove that its financial resources, production or service facilities, personnel, service reputation and experience are adequate and fully capable to make satisfactory delivery of the goods or services described in the Bid.

**RESPONSIVE BIDDER DEFINITION:** A Bidder, business entity or individual who has submitted a Bid or Bid that fully conforms in all material respects to the ITB and all of its requirements, including all form and substance.

**TAX EXEMPTIONS:** The City of Panama City Beach is tax exempt. The City of Panama City Beach's tax-exempt number is 85-8012646361C-4.

**TERM:** Unless terminated sooner pursuant to the provision of the Termination clauses and subject to the availability of funds appropriated for this purpose, this Agreement shall take effect on the executed date of award through time of delivery, satisfactory inspection and acceptance of the two (2) Jet Skis.

## **TERMINATION**

1. City Termination for Cause. The Agreement may be terminated by the City for cause in the event of any breach hereof, including, but not limited to, Vendor's: (1) failing to carry forward and deliver the product as provided herein; (2) failing to comply with applicable laws, regulations, permits, or ordinances; (3) failing to timely correct defective product; (4) making a general assignment for the benefit of its creditors; (5) having a receiver appointed because of insolvency;(6) filing bankruptcy or having a petition for involuntary bankruptcy filed against it; (7) failing to make payments when due to subcontractors, vendors, or others for materials or labor used in the Work; (8) making a material misrepresentation to the City regarding the Work, (9) arrest or conviction of felony or fraud, or (10) any other material breach of this Agreement. In such event, the City shall provide Vendor with written notice of its intention to terminate this Agreement, stating the

nature of the deficiency and the effective date of termination. At the City's sole judgment and discretion, the City may afford Vendor an opportunity to cure said deficiency, in which event the notice shall specify the time allowed. Upon termination, the City may take possession of the premises and of all materials thereon and finish the Work by whatever means it deems expedient.

2. City Termination for Convenience. Notwithstanding any other provision hereof, the City may at any time terminate this Agreement or any Work issued under it, in whole or in part, without cause, upon thirty (30) days written notice to Vendor. In such event, Vendor shall be compensated for any Work performed prior to the date of termination and for materials that were ordered prior to receipt of notice of termination that cannot be returned to the vendor, which shall become City property. Upon receipt of notice, Vendor shall discontinue the Work on the date and to the extent specified therein and shall place no further orders for materials, equipment, services, or facilities, except as needed to continue any portion of the Work not terminated. Vendor shall also make every reasonable effort to cancel, upon terms satisfactory to the City, all orders or subcontracts related to the terminated Work. Vendor may not claim any compensation not specifically provided for herein, including, but not limited to loss of anticipated profits, idle equipment, labor, and facilities; any additional claims of subcontractors and Vendors.

**TIME FOR CONSIDERATIONS:** Bids will be irrevocable after the time and date set for the opening of Bids and for a period of sixty (60) days thereafter.

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**SPECIFICATIONS**

The purpose of this bid is to receive a firm, fixed purchase price for **Two (2) Jet Skis** for the Beach Safety Department. In addition, the City will accept optional annual pricing for routine maintenance/service plans and/or hourly rate pricing for repair/maintenance.

Each bidder shall become fully informed as to the extent and character of the product required prior to submitting a bid. No consideration will be granted for any alleged misunderstanding of the material to be furnished or work to be done, it being understood that the submission of a bid is an agreement with all of the items and conditions referred to herein.

**DESIRED EQUIPMENT**

Year	2022
Color	White with Red
Rider Capacity	Minimum of 2 persons
Dry Weight (lbs)	Maximum of 700 LBS
Length (in)	Minimum of 130"
Width (in)	Minimum of 48"
Height (in)	Minimum of 46"
Fuel Capacity (gal)	Minimum of 17 GAL; Maximum of 20 GAL
Storage Capacity	Minimum of 29 GAL; Maximum of 32 GAL
Displacement	Minimum of 1,000 CC; Minimum of 160 HP
Engine Type	3-cylinder, 4-stroke
Fuel Type	Regular Unleaded
Glove Box	Watertight with USB & 12V Outlet with Accent Lighting
Reverse	
Reverse Assist Mode	
Drive Control/Low RPM Mode	
Cruise Assist	
Touchpad Control	
Seat	2-piece
Molded in Cooler Storage in Bow	
Water Resistant Under Seat Storage	
Dual Mirrors	
Reboarding Step	

Footwell Drains

Multi-Mount System (2)

Tow Hook (upgraded)

Automatic Bilge

Maintenance Free Battery

OPTIONAL - Maintenance/Service Plans

1. (Optional) – Annual Routine Maintenance Plan to include the minimum of:
  - a. Oil Changes
  - b. Engine Fluid and Fuel Checks
  - c. Check for loose or damaged parts
  - d. Check Zincs
  - e. Mechanical Inspection
2. (Optional) Repairs and Maintenance Plan
  - i. Hourly Rate - Repairs not covered under warranty or under routine maintenance/service plan at a set hourly rate.

**A. Terms of Contract**

1. This is a one-time lump sum purchase price for a two (2) Jet Skis.
2. The optional routine maintenance service plan term would be for one (1) year with an optional one (1) year renewal.
3. It is agreed that the City may terminate this agreement at any time for cause and may terminate the agreement with or without cause by giving at least thirty (30) days prior written notice to Bidder.
4. Bidder shall be deemed an independent Bidder as to the product requested and not an agent or servant in the employ of the City.
5. Due to the high influx of visitors to the City during the spring and summer, time is of the essence for this purchase. The City expressly desires to take delivery of the goods within forty-five (45) days of bid opening. The City reserves the right to award this procurement to a bidder other than the lowest price depending on the delivery times provided by the Bidder.

**B. Payment**

1. Payment will be made according to the Florida Prompt Payment Act after satisfactory delivery, inspection and acceptance of the product.
2. The City shall determine the quality, and acceptability of the product prior to payment. The City shall decide finally and conclusively any differences that may

arise as to the interpretation of the specifications or the fulfillment of the terms of the Contract.

**C. Warranties**

1. The equipment specified herein shall be covered by a standard warranty.
  - **Bidder shall submit a copy of the warranty with the bid.**
  - Indicate in offer if warranties commence with the purchase date, delivery date or the date of manufacturer.
  - Include any information on a delayed warranty procedure to cover the interval between time of delivery of the complete solution and the actual date that the product is placed in service by the City.

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**BID PROPOSAL FORM**

TO: City of Panama City Beach, Florida SUBMITTED: \_\_\_\_\_, **202**\_\_.

**TWO (2) JET SKIS**

The Undersigned, as Bidder, hereby declares that they have examined the bid specifications and informed themselves fully regarding all conditions **pertaining to the product requirements.**

The Bidder proposes and agrees, if this proposal is accepted, to contract with the **City of Panama City Beach** for the lump sum price and if elected, maintenance plans as listed on vehicle for **PCB22-49 ITB BEACH SAFETY JET SKIS** bid specifications in complete accord with the described and reasonably intended requirements of the Invitation to Bid to the satisfaction of the City.

**ADDENDUM:** It is the sole responsibility of the bidder to determine if any addenda have been issued.

	Unit Price (per unit)	Quantity	<b>TOTAL</b>
Jet Ski	_____	2	\$ _____

Routine Maintenance/Service Plan (if available)  
(Bidder to provide terms and conditions of plan)

Annual Amount \$ \_\_\_\_\_

Additional Repair & Maintenance Plans (if available)  
(Bidder to provide terms and conditions of plan)

Hourly Rate \$ \_\_\_\_\_

**Time of Delivery** \_\_\_\_\_  
days

**BIDDER:**

\_\_\_\_\_  
Name of Business

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

[END OF BID PROPOSAL FORM]

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

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

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

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

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**BIDDER SIGNATURE**

[END OF DRUG-FREE WORKPLACE]

**PUBLIC ENTITY CRIMES FORM**

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

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

1. This sworn statement is submitted to \_\_\_\_\_

by \_\_\_\_\_

For \_\_\_\_\_

Whose business address is

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is

\_\_\_\_\_

(if the entity has no FEIN, include the Social Security Number of the individual signing  
this sworn statement): \_\_\_\_\_

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

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



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3. I understand that "affiliate" as defined in Section 2871.33 (1)(a) , Florida Statutes, means:

- (a.) A predecessor or successor of a person convicted of a public entity crime, or
- (b.) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

5. Based on information and belief, the statement which I have marked below is true in relation to the person submitting this sworn statement. [indicate which statement applies.]

\_\_\_\_\_Neither the person submitting this sworn statement, nor any affiliate of the person has been charged with and convicted of a public entity crime causing such person or affiliate to be placed on the convicted vendor list within the last thirty-six (36) months.

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

\_\_\_\_\_The person submitting this sworn statement, or an affiliate of the person has been charged with and convicted of a public entity crime causing such person or affiliate to be placed on the convicted vendor list within the last thirty-six (36) months. However, it has been determined, pursuant to Section 287.133, Florida Statutes, that

it was not in the public interest to place the person submitting this sworn statement or its affiliate on the convicted vender list. [Attach a copy of the final order].

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

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Bidder, supplier, sub-Bidder, 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.]

PCB22-49 ITB BEACH SAFETY JET SKIS

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

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

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

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_

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

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

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

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

[END OF PUBLIC ENTITY CRIMES]

**CITY OF PANAMA CITY BEACH**  
**E-VERIFY FORM**

PER FLORIDA STATUTE 448.095, VENDORS 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 Vendor and its Subcontractors are aware of the requirements of Florida Statute 448.095.
2. The Vendor and its Subcontractor are registered with and using the E-Verify system to verify the work authorization status of newly hired employees.
3. The Vendor 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 Vendor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized alien.
5. All employees hired by Vendor on or after January 1, 2021, have had their work authorization status verified through the E-Verify system.
6. The City may terminate this Contract on the good faith belief that the Vendor or its Subcontractor 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 Vendor may not be awarded a public contract for at least 1 year after the date on which this Contract was terminated.
8. The Vendor is liable for any additional cost incurred by the City as a result of the termination of this Contract.

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

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

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

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

\_\_\_\_\_  
Title

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

PCB22-49 ITB BEACH SAFETY JET SKIS

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization on, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (name of person whose signature is being notarized) as the \_\_\_\_\_ (title) of \_\_\_\_\_ (name of corporation/entity), personally known \_\_\_\_\_, or produced \_\_\_\_\_ (type of identification) as identification, and who did/did not take an oath.

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

My Commission Expires: \_\_\_\_\_  
NOTARY SEAL ABOVE

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

[END OF E-VERIFY FORM]

**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 and any subsequent award 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 \_\_\_\_\_, 20\_\_\_\_.

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

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

**CONFLICT OF INTEREST STATEMENT**

Check one:

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

or

The undersigned Bidder, 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. This includes and requires disclosure of any officer, director, partner, proprietor, associate or agent of the Bidder who is also an officer or employee of the City or of its boards or committees.

**LITIGATION STATEMENT**

Check One:

The undersigned Bidder 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.

Or

The undersigned Bidder, 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.

**NOTICE TO AWARD**

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

PRODUCT DESCRIPTION:

**PCB21-49 ITB BEACH SAFETY JET SKIS**

The City of Panama City Beach ("City") has considered the BID submitted by you for the above-described Product in response to its Advertisement for Bids dated \_\_\_\_\_, 202\_\_ and associated Information for Bidders.

You are hereby notified that your Bid for in the not to exceed firm fixed price for Two (2) Jet Skis in the amount of \$\_\_\_\_\_ has been accepted by the City. The City **has/has not** accepted the optional maintenance/service plan at the cost of \$\_\_\_\_\_ and the optional hourly rate repair and maintenance plan at the rate of \$\_\_\_\_\_ per hour. Provided, however, nothing in this Notice or your delivery to the City of the Agreement executed by you shall in any manner or way be deemed to create any contract between you and the City. No such contract shall be created unless and until the City signs the Agreement.

You are required by the Information for Bidders to execute the Agreement.

If you fail to execute said Agreement 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.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

[REMIANDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]



PCB22-49 ITB BEACH SAFETY JET SKIS

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 \_\_\_\_\_, 20\_\_.

Name \_\_\_\_\_

Title \_\_\_\_\_

[END OF NOTICE OF AWARD]

## TWO JET SKIS AGREEMENT

**THIS AGREEMENT for Two Jet Skis and if elected, maintenance and service plans** are made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, by and between the **CITY OF PANAMA CITY BEACH, FLORIDA**, a municipal corporation (City) and \_\_\_\_\_ (Vendor).

### PREMISES

#### 1. SCOPE OF SERVICES

- a. Vendor will deliver Two (2) Jet Skis, as more particularly described in the Specifications within the time stated on the Bid Form.
- b. If the City elects, the vendor will provide a maintenance/service plan and/or an hourly rate repair and maintenance plan. The terms of that maintenance service plan shall be expressly attached to this Agreement by exhibit.
- c. Failure to deliver purchased goods within the time stated on the Bid Form shall be considered a breach of this agreement for which Vendor shall be liable for liquidated damages in the amount of \$\_\_\_\_ for each day over and above the agreed upon delivery date. Vendor expressly acknowledges that the liquidated damages set forth herein are reasonable calculated to compensate the City for actual and foreseeable damages suffered by the City by the failure to deliver the purchased Jet Skis.

#### 2. COMPENSATION

As compensation for the product contemplated herein and performance rendered by Vendor of its duties and obligations hereunder, City shall pay Vendor according to the firm fixed unit bid price submitted on **PCB21-49 ITB BEACH SAFETY JET SKIS**.

The City (is or is not) accepting the option to pay the vendor an annual fee of \$\_\_\_\_\_ for a maintenance/service plan and (is or is not) accepting the hourly rate fee of \$\_\_\_\_\_ per hour for a repair and maintenance plan.

Provided, however, nothing in this Notice or your delivery to the City of the Agreement executed by you 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.

#### 3. PAYMENT

Vendor will invoice for payment to the City when the delivery, satisfactory inspection and acceptance of the Two Jet Skis have been completed and if selected, the maintenance/service and/or repair and maintenance plans have been established. The invoice shall be delivered to accounts payable at City Hall, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413.

#### 4. TERM

Unless terminated sooner pursuant to the provision of the Termination clauses contained in this Agreement shall take effect on the execution of both parties and subject to the availability of funds appropriated for this purpose. If the City elects to enter into an optional maintenance/service and/or repair/maintenance plan, and subject to the availability of funds appropriated for this purpose, that agreement will take effect on the executed date of award for a period of one (1) year with one (1) year optional renewal.

**5. COMPLIANCE WITH LAWS.**

The Vendor shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Vendor shall always observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees. The Vendor shall protect and indemnify City of Panama City Beach and all its officers, agents, servants, or employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by Vendor, its representatives, subcontractors, sub-consultants, professional associates, agents, servants, or employees. Additionally, Vendor shall obtain and maintain at its own expense all licenses and permits to conduct business pursuant to this contract from the federal government, State of Florida, Bay County, or municipalities when legally required, and maintain same in full force and effect during the term of the contract.

**6. WARRANTY:**

The Vendor agrees that, unless otherwise specified in the specifications of the invitation to bid, the product and/or service furnished as a result of this invitation and award thereto shall be covered by the most favorable standard warranty the Vendor gives to any customer for comparable quantities of such products and/or services and that the right and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other provision of the invitation/offer.

**7. INSURANCE AND INDEMNIFICATION:**

Bidder shall at its expense maintain in force during the Term the insurance on policies and insurers acceptable to the City as required by the City's Insurance Requirements attached hereto as Exhibit "A".

- A. Within thirty days of the date of the Award, and thereafter upon the written request of the City, Bidder shall furnish to the City such certificates of coverage and certified copies of policies pursuant to the City's Insurance Requirements In order to satisfy this provision, the documentation required by this part must be sent to the following address: Attn: Lori Philput, Risk Manager, 17007 Panama City Beach Parkway, Panama City Beach, FL 32413.

- B. Regardless of the coverage provided by any insurance, the successful Bidder shall indemnify, save harmless and defend the City, its agents, servants, or employees from and against any and all claims, liability, losses and/or causes of action which may arise from any negligent act or omission of the successful Bidder, its sub-Bidders, agents, servants or employees during the course of performing services or caused by the goods provided pursuant to these Bid documents and/or resultant contract.
- C. If any third-party claim is made against the City that, if sustained, would give rise to indemnification liability of the Bidder under this Agreement, the City shall promptly cause notice of the claim to be delivered to the successful Bidder and shall afford the Bidder and its counsel, at the Bidder's sole expense, the opportunity to join in defending or compromising the claim. The covenants contained in this paragraph shall survive the termination of this Agreement.

## **8. ATTORNEY'S FEES**

In the event of any litigation hereunder, each party shall be responsible for its own attorney's fees and court costs at all trial and appellate levels and at any mediation or arbitration.

## **9. REMEDIES**

In the event of failure of the Vendor to deliver services in accordance with the contract terms and conditions, the City, after due written notice, may procure the services from other sources and hold the Vendor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the City may have. Failure to cure a breach of a material term hereunder within Twenty-four (24) hours of Vendor's receipt of written notice thereof shall entitle the City to terminate this Agreement. All rights and remedies conferred upon the parties in this Agreement shall be cumulative and in addition to those available under the laws of the State of Florida.

## **10. CHOICE OF LAW & VENUE**

This Agreement shall be governed by the laws of the State of Florida. Any legal proceeding regarding this Agreement shall be brought in the 14th Judicial Circuit in Bay County, Florida.

## **11. ASSIGNMENT**

This Agreement is not assignable

## **12. SEVERABILITY**

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**13. MODIFICATIONS**

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the City and Vendor.

**14. WAIVER**

Failure by the City to enforce any provision of this Agreement shall not be deemed a waiver of the provision or modification of this Agreement. A waiver by the City of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

**15. NOTICES**

Any notice required by this Agreement shall be directed to the parties as follows:

A. As to City:

City Representative: Drew Whitman

Title/Position: City Manager

17007 Panama City Beach Pkwy., PCB, FL 32413

Phone: 850-233-5100

B. As to Vendor:

Contract Representative: \_\_\_\_\_

Title/Position: \_\_\_\_\_

Email address: \_\_\_\_\_

Mailing address: \_\_\_\_\_

\_\_\_\_\_

Phone/Cell: \_\_\_\_\_

**16. ENTIRE AGREEMENT**

This Agreement, and any exhibits or appendixes attached hereto and incorporated herein, constitutes the entire agreement between parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions of the parties, whether oral or written, and there are no representations, warranties, covenants, or other agreements among them.

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

ADVERTISEMENT FOR BIDS  
INFORMATION FOR BIDDERS

PCB22-49 ITB BEACH SAFETY JET SKIS

GENERAL CONDITIONS

SPECIFICATIONS

BID PROPOSAL FORM

CERTIFICATION WITH DRUG-FREE WORKPLACE PROGRAMS

PUBLIC ENTITY CRIMES STATEMENT

NON-COLLUSION AFFIDAVIT

E-VERIFY

NOTICE OF AWARD

AGREEMENT

EXHIBIT A

**IN WITNESS WHEREOF**, the Vendor has executed this Agreement as of the day and year first above written.

Signed in the presence of: Vendor

Witness 1 \_\_\_\_\_

(Print Name): \_\_\_\_\_

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

Witness 2 \_\_\_\_\_

(Print Name): \_\_\_\_\_

ATTEST:

**THE CITY OF PANAMA  
CITY BEACH, FLORIDA,**

a municipal corporation

\_\_\_\_\_

City Clerk

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

Drew Whitman , City Manager

Initial Page: \_\_\_\_\_ Owner \_\_\_\_\_ Contractor

**Setup Page:**

(do not delete) (not for printing)

Completing the areas within **Blue** below will pre-fill throughout the agreement below.

Insert Type of Company:

**Successful Bidder**

Insert Your Company Name Here:

**City of Panama City Beach**

Insert Your Exhibit:

**Exhibit A**

The paragraph below can be placed on the AIA contract or equivalent to reference Exhibit A

**INSURANCE REQUIREMENTS:**

**Successful Bidder** agrees to have and maintain the policies outlined in "Exhibit A " entitled "INSURANCE REQUIREMENTS," which are attached hereto and incorporated herein. All policies, endorsements, certificates, and binders shall be subject to **City of Panama City Beach** approval as to form and content. These requirements are subject to amendment or waiver only if approved in writing by **City of Panama City Beach**. A lapse in any required insurance coverage under this agreement shall be a breach of this agreement.



Initial Page: \_\_\_\_\_ Owner \_\_\_\_\_ Contractor

## Exhibit A

### INSURANCE REQUIREMENTS

#### SECTION 1: DEFINITIONS

"**Location**" means the location subject of the Subcontract/Purchase Order.

"**Project**" means the project subject of the Subcontract/Purchase Order.

"**Scope**" means the scope of work to be provided by the Subcontractor under the Contract or the Goods and Services to be supplied and performed by Seller under the Purchase Order, as applicable.

"**State**" means a state of the United States or the District of Columbia or the Commonwealth of Puerto Rico, as applicable

"**Alternate/ Leased Employer Endorsement**" is an endorsement added to a workers compensation policy that provides an entity scheduled as an alternate employer with primary workers compensation and employers liability coverage as if it were an insured under the policy. This endorsement is commonly used when a temporary help agency (the insured) is required by its customer (the alternate employer) to protect the alternate employer from claims brought by the insured's employees.

#### SECTION 2: STANDARD INSURANCE COVERAGES

Successful Bidder shall comply with the following:

1. Unless higher limits or additional coverages are required by the Contract/Purchase Order or Owner Contract, the Successful Bidder shall secure and maintain the minimum from the earlier commencement of work or the effective date of the Contract/Purchase Order insurance coverages and limits required by this Exhibit A.
2. Failure of the Contractor/Buyer to identify deficiencies in any insurance provided by Successful Bidder shall not relieve Successful Bidder from any insurance obligations. Required coverages are as follows:

##### **2.1. Commercial General Liability Insurance Coverages:**

Commercial General Liability insurance using ISO's CG 00 01 or its substantial equivalent with **City of Panama City Beach** as an additional insured using ISO's CG 20 10 or its substantial equivalent for ongoing operations and ISO's CG 20 37 or its substantial equivalent for completed operations with the following minimum limits:

- \$1,000,000 Each Occurrence
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 General Aggregate
- \$2,000,000 Products-Completed Operations Limit
- \$500,000 Damage to Rented Premises

Per Project using ISO's CG 25 04 or its substantial equivalent

Initial Page: \_\_\_\_\_ Owner \_\_\_\_\_ Contractor

The Successful Bidder must disclose to **City of Panama City Beach** any endorsements that limit or exclude coverage customarily provided by ISO's CG 00 01.

The Successful Bidder's Commercial General Liability policy shall not contain an exclusion or restriction of coverage for the following:

1. Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
2. Claims for property damage to the Successful Bidder's Work arising out of the products-completed operations hazard where a Subcontractor performed the damaged Work or the Work out of which the damage occurs.
3. Claims for bodily injury other than to employees of the insured.
4. Claims for indemnity arising out of injury to employees of the insured.
5. Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
6. Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
7. Claims related to residential, multi-family, or other habitational projects if the work is to be performed on such a project.
8. Claims related to roofing, if the work involves roofing.
9. Claims related to exterior insulation finish systems (EIFS), synthetic stucco, or similar exterior coatings or surfaces if the work involves such coatings or surfaces.
10. Claims related to earth subsidence or movement, where the work involves such hazards.
11. Claims related to explosion, collapse, and underground hazards, where the work involves such hazards.

The Successful Bidders Commercial General Liability insurance will remain in force with annual policy periods for the period of the statute of repose applicable to this project. *Alternatively, suppose a "project-specific" General Liability policy is used to satisfy these requirements. In that case, it must be endorsed to provide extended completed operations for the period of the statute of repose applicable to this project.*

## 2.2. Workers Compensation

Worker's Compensation Insurance and Employer's Liability Insurance (including occupational disease) to cover statutory benefits and limits under the Worker's Compensation laws of any applicable jurisdiction in which the Scope is to be performed and minimum limits.

- **Bodily Injury by Accident - Choose limits when required Each Accident**
- **Bodily Injury by Disease - Choose limits when required Policy Limit**
- **Bodily Injury by Disease - Choose limits when required Each Employee**

Policy coverage terms and conditions to include:

- USL&H – where applicable.
- Jones Act – where applicable.
- All State's endorsement – where applicable.
- Employers Liability/Stop Gap Liability if work is performed in Washington, Wyoming, Ohio, North Dakota, or the Commonwealth of Puerto Rico.

Initial Page: \_\_\_\_\_ Owner \_\_\_\_\_ Contractor

- For the attainment of Workers Compensation in monopolistic states and Puerto Rico, coverage must be secured through the state fund of that State.
- The certificate must identify that coverage applies in the State where the Project is located.

### 2.3. Automobile Liability

Commercial Automobile Liability insurance covers all owned, leased, and non-owned vehicles used in connection with the Scope. Business Auto Coverage Form using ISO's CA 00 01 or its substantial equivalent including liability coverage for all autos owned (Symbol 1), rented, hired, or borrowed by the contractors, as well as liability coverage for mobile equipment subject to compulsory insurance or financial responsibility laws or other motor vehicle insurance laws with the following minimum limit:

- **\$1,000,000 – Any One Accident – Combined Single Limit**

Suppose the Contractor/Sub-Contractor/Vendor is responsible for removing any pollutants from a site. In that case, the Successful Bidder will need to cover its automobile exposure for transporting the pollutants from the site to an approved disposal site. Therefore, auto liability coverage should be endorsed to include the required auto pollution endorsements and Motor Carrier Act Endorsement, MCS 90, and the ISO Form CA 9948 (Pollution Liability Broadened Coverage for Business Automobile).

### 2.4. Umbrella or Excess Liability            Required: **No**

Also, the Successful Bidder shall provide an umbrella or excess liability insurance providing in excess of the underlying Commercial General Liability, Business Automobile Liability, Pollution Liability (if required), and Employers' Liability insurance above, with the following minimum limits:

- **Choose limits when required    Each Occurrence**
- **Choose limits when required    Annual Aggregate** (where applicable in the underlying)

Such umbrella or excess liability policy shall provide substantially the same coverage as the underlying Commercial General Liability (including **City of Panama City Beach** as additional insured), Business Automobile Liability, Pollution Liability, and Employers' Liability insurance. In addition, it shall expressly provide that the umbrella or excess policy will drop down over the underlying insurance's reduced or exhausted aggregate limit. The umbrella or excess policy shall also be primary insurance to **City of Panama City Beach** (including primary insurance to **City of Panama City Beach's** own Commercial General Liability and Umbrella policies), and Successful Bidder's umbrella insurer agrees not to seek contribution from **City of Panama City Beach** insurance.

### 2.5. Professional Liability                    Required: **No**

Professional Liability Insurance is required to cover liability for claims that arise from the errors, omissions, or acts of the Successful Bidder or any entity the Successful Bidder is legally responsible in the provision of professional services. The policy shall be primary and non-contributory, with the insuring agreement to read: "to pay on behalf of" and shall be effective (retroactively, if applicable) from the commencement date of all professional activities in connection with the Scope. The coverage shall be maintained for three years following the final acceptance of the Project.

Initial Page: \_\_\_\_\_ Owner \_\_\_\_\_ Contractor

Minimum limits are:

- **Prime Design Professional: Choose limits when required per claim/annual aggregate;**
- **Sub-Design Professional: Choose limits when required per claim/annual aggregate.**

Upon request, a copy of the policy shall be provided to **City of Panama City Beach**. Coverages shall not include any exclusions or other limitations related to the scope of the services, delays in project completion, or cost overruns.

For Professional Liability Insurance, the term "Prime Design Professional" means the architect and/or engineer providing architectural, engineering, and/or other professional services under a contract directly with our company. The term "Sub-Design Professional" means any architect and/or engineer providing architectural, engineering, and/or other professional services directly or indirectly to a Prime Design Professional in connection with the project. A Prime Design Professional is also a Contractor/Subcontractor, and a Sub-Design Professional is also a Sub-subcontractor.

**2.6 Riggers Liability** Required: **No**

If marked as required, the Scope involves the rigging, hoisting, lowering, raising, or moving of property or equipment belonging to others. Riggers Liability Insurance is required to insure against physical loss or damage to the property or equipment.

**2.8 Aircraft/Watercraft:** Required: **No**

If marked as required, the Scope involves using any owned, leased, chartered, or hired aircraft or watercraft of any type. As applicable, Aircraft Liability Insurance or Watercraft Liability Insurances required in an amount of not less than **Choose limits when required** per occurrence, including Passenger Liability for bodily injury and property damage.

**2.9 Property Insurance:**

Property Insurance coverage for tools and equipment owned, leased, or used by the Subcontractor/Seller in the performance of the Scope. The Property Insurance shall extend to equipment, materials, and supplies stored off the Project site or in transit to the Project site to be furnished as part of the Scope and incorporated into the Project.

**2.9.1 Pollution Liability Insurance:** Required: **No**

Successful Bidder shall secure and maintain the minimum Pollution Liability Insurance coverage and limits required by this Exhibit A from the effective date of the Contract/Purchase Order until the end of the applicable warranty period. The policy shall be submitted to the Contractor/Buyer for review and approval before commencement of the Scope. Failure of the Contractor/Buyer to identify deficiencies in the Pollution Liability Insurance provided by Subcontractor/Vendor shall not relieve Subcontractor/Vendor from any obligations.

Minimum limits are: Including Cleanup Cost

- Choose limits when required **per occurrence or claim**
- Choose limits when required **policy aggregate.**

Initial Page: \_\_\_\_\_ Owner \_\_\_\_\_ Contractor

The coverage shall be as follows: Subcontractor shall provide Pollution Liability Insurance covering all asbestos, lead, and any other pollution operations. If the policy contains a general aggregate, this aggregate must apply on a per-project basis and shall be evidenced on Subcontractor's/Vendors Certificate of Insurance. The limits shall not be subject to reduction as to the Contractor/Buyer or Owner because of any claim asserted against the Subcontractor/Vendor other than in connection with the Scope. Instead of indemnifying, the policy must read "to pay on behalf of." In addition, the following coverages must be included: (1) Completed Operations (five (5) year continuation beyond completion of the Scope); (2) Broad Form Contractual and Independent Contractors (including coverage for third party over claims); (3) On-Site, Off-Site and In-Transit exposures; and (4) Loading and Unloading. Exclusions or restrictions pertaining to mold and EIFS are not permitted. The coverage may be written on an "occurrence" or "claims made" basis. If written on a "claims made" basis, the retroactive date must be included to coincide with the effective date of the Subcontract/Purchase Order, and an extended reporting period (three (3) years minimum) must be included.

The coverage may be written on an "occurrence" or "claims made" basis. If written on a "claims made" basis, the retroactive date must be included to coincide with the effective date of the Subcontract/Purchase Order, and an extended reporting period (three (3) years minimum) must be included.

#### **Deductibles/Denial of Claims:**

Contractor/Vendor shall be responsible, at no additional cost to Contractor/Buyer, for the payment of any deductibles or self-insured retention in connection with the insurance coverages required by this Exhibit A both for itself and all Additional Insureds. Any self-insured retention or deductible in excess of \$25,000 must be declared when Subcontractor/Seller submits its bid and must be approved explicitly by Contractor/Buyer before executing the Subcontract/Purchase Order. Subcontractor/Seller shall be responsible for any loss arising from coverage denial by its insurance carrier.

#### **Leased Successful Bidder Employee Liability**

If the leases one or more employees through the use of a payroll, employee management, or other company, the Successful Bidder must directly procure workers compensation/employer's liability insurance. The insurance shall be written on a "Minimum Premium" or "If Any" policy form.

In addition, the worker's compensation/employer's liability coverage provided to and for the leased employees by the payroll, employee management, or other company must be evidenced and include an Alternate / Leased Employer Endorsement or its substantial equivalent WC endorsement for that State, naming Successful Bidder as the alternate employer.

#### **Insurer Requirements**

Each insurer providing insurance coverage as required by this contract shall be a licensed admitted insurer authorized to issue such coverages in each State in which any part of the Scope is performed. The insurer shall be acceptable to **City of Panama City Beach** and have an AM Best rating of "A-" or better.

**Before accepting the Contractor/Sub-Contractor/Vendor's bid, City of Panama City Beach reserves the right to require more significant limits based on the nature of the operations performed by the Successful Bidder.**

Initial Page: \_\_\_\_\_ Owner \_\_\_\_\_ Contractor

### **Certificate of Insurance**

Before commencing its performance and throughout the warranty period under the Contract /Purchase Order, the Successful Bidder shall provide **City of Panama City Beach** a current certificate of insurance evidencing the coverages required by this contract (a sample Certificate of Insurance is attached for reference purposes).

### **Sub-subcontractor/Sub-Vendor**

Before permitting any lower tier Sub-subcontractor/Sub-vendor to perform Scope under the Contract/Purchase Order, the Successful Bidder shall require its sub-subcontractor/Sub-vendor to maintain insurance in like form and amounts to that required herein. Successful Bidder shall be responsible for ensuring that its sub-subcontractor/Sub-vendor maintains insurance in like form and amounts and shall provide evidence of same to **City of Panama City Beach** if requested.

*Any subcontractors engaged by the Contractor shall comply with the above requirements. Consideration for specific trades can be made with prior approval.*

### **Notice of Cancellation**

All insurance coverages required by this contract shall contain a provision that the coverage afforded hereunder cannot be canceled, non-renewed, allowed to lapse, or have any restricted modifications added unless at least thirty (30) days prior written notice has been given to **City of Panama City Beach**

### **Additional Insureds**

All insurance required by this contract (excluding only Workers Compensation Insurance and Professional Liability Insurance) shall name the City of Panama City Beach and its officials, employees, and volunteers as Additional Insureds and any other parties as required by the Owner Contract, and shall be primary and non-contributory to any insurance maintained by Indemnified Parties and Additional Insureds and any other parties as required by Owner Contract, all of which shall be stated on the Certificate of Insurance provided by the Successful Bidder.

The General Liability Additional Insured Endorsement shall use ISO's or CG 2010 or its substantial equivalent for ongoing operations and ISO's CG 20 37 or its substantial equivalent for completed operations. By endorsement or policy language, evidence of Additional Insured and Primary and Non-Contributory coverage must be provided with the certificate of insurance for General Liability. The Successful Bidder's insurers will provide insurance to **City of Panama City Beach**, on a primary basis and agree not to seek contribution from insurance by using ISO's CG 20 01 or its substantial equivalent. Successful Bidders insurers also agree to waive rights of subrogation against **City of Panama City Beach** using ISO's CG 24 04 or its substantial equivalent.

### **Waiver of Subrogation**

All insurance coverages maintained by Successful Bidder shall include a waiver of any right of subrogation of the insurers thereunder against Indemnified Parties and Additional Insureds and all of their respective assigns, subsidiaries, affiliates, employees, insurers, and underwriters, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any person insured under any such policy (Workers Compensation – where permitted).

The Successful Bidder further waives all claims and all rights of subrogation against Indemnified Parties' and Additional Insureds' other contractors and all of their respective assigns, subsidiaries, affiliates, employees, insurers, and underwriters for loss of, or damage to, contractors Scope, tools, machinery, equipment, material, supplies, or any other losses within the scope of any insurance maintained by **City of Panama City Beach**. If any of the Indemnified Parties and Additional Insureds are partially or wholly self-insured, then the waiver of subrogation shall apply as if their insurance covered them.

Initial Page: \_\_\_\_\_ Owner \_\_\_\_\_ Contractor

### **Insurance Policy Review/Exclusions/Copies**

**City of Panama City Beach**, can receive copies of all insurance policies upon request. Policies shall not contain any exclusions that are unacceptable to **City of Panama City Beach**. If requested by **City of Panama City Beach**, all insurance carriers must certify all policies as accurate and complete. At their sole discretion, policies shall not contain any unacceptable exclusions to **City of Panama City Beach**. **City of Panama City Beach**'s right to review and approve all insurance policies will not constitute a waiver of any rights created by or provisions contained in this contract should they differ from those contained in such policies.

### **Claims-Made Policies**

Except for Professional Liability Insurance, claims-made policies are not acceptable.

### **Effect of Specified Coverages**

The Insurance obligations under this agreement shall be 1—all the Insurance coverage and/or limits carried by or available to the Contractor; or 2—the minimum Insurance coverage requirements and/or limits shown in this agreement, whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which apply to a given loss, shall be available to **City of Panama City Beach**. No representation is made that this agreement's minimum insurance requirements are sufficient to cover the Contractor's obligations under this agreement.

### **Breach of Insurance Requirements**

Successful Bidder's failure to obtain and maintain insurance coverages as required by this Exhibit A or any other Exhibit or attachment shall constitute a material breach of the Contract/Purchase Order. In such event, in addition to any other rights and remedies contained in the Contract/Purchase Order, (i) **City of Panama City Beach** may, at its option, terminate the contract for default; (ii) **City of Panama City Beach** may, at its option, purchase such coverage and back charge the premium and associated costs to Successful Bidder; and/or (iii) any of the Indemnified Parties, or Additional Insureds can require, that contractor and/or its subcontractors to pay for all attorney's fees, expenses, and liability as a result of any claim or lawsuit for which coverage would have been provided to the Indemnified Parties or Additional Insureds under contractors insurance program but for a breach by Contractor or any of its subcontractors.

Furthermore, to the extent of their respective interests, the Insurers of those entities that were to be included as Additional Insureds are deemed third-party beneficiaries of the insurance procurement obligation and have the same rights against the breaching party as the Indemnified Parties or Additional Insureds.

If any of the preceding insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final application for payment as required. If the insurer does not furnish any information concerning the reduction of coverage, it shall be furnished by the contract with reasonable promptness according to the Successful Bidder's information and belief. Suppose Successful Bidder fails to maintain insurance. **City of Panama City Beach** may (at its sole option) terminate the Successful Bidder or place such insurance and deduct any cost, fees, and related expenses from Successful Bidder pay request.

*Any Successful Bidder engaged by the Contractor shall comply with the above requirements. Consideration for specific trades can be made with prior approval.*

## City of Panama City Beach

Endorsements to be attached:

General Liability	Endorsement #	Edition Dates	Carrier	Policy #'s to be listed
Added Insured - Ongoing Operations	CG 20 10	All	ISO Standard or Equal	Yes
Added Insured – Completed Operations	CG 20 37	All	ISO Standard	Yes
Waiver of Subrogation	CG 24 04		ISO Standard	
Primary & Non-Contributory	CG 20 01		ISO Standard	
<b>Automobile Liability</b>				
No Endorsements Required				
<b>Umbrella or Excess Liability</b>				
List all lines this policy applies.				
<b>Workers Compensation</b>				
Waivers of Subrogation	WC 00 03 13		ISO Standard	Yes
Alternate Employer Endorsement	WC 00 03 01 A		ISO Standard	Yes

\* State Waiver of Subrogation Provisions Overview: Kansas, Kentucky, Missouri, New Hampshire, and New Jersey disallow waivers of subrogation by statute. However, only Kansas and Missouri bar waivers of subrogation in the construction industry. (Note that Kansas does not prohibit the use of waivers of subrogation for consolidated or wrap-up insurance programs.) The monopolistic states either disallow waivers of subrogation or allow the state fund to make that decision. The remaining states allow for waivers of subrogation through judicial interpretation or administrative rules.

\*Stop Gap endorsement required in monopolistic states such as ND, OH, WA WY, or Puerto Rico

\*Coverage must apply in the State where the work is being performed if the vendor is from a state other than the one where the project is located.

We accept endorsements that are equal to those requested. Most insurance company forms are manuscript; therefore, they might not be compliant (most are not). We review all forms during the review process. Forms that are compliant today may not be compliant tomorrow. Our decisions are based on case law and claim history. Additional Insured or Organization Name to be listed on all endorsements along with policy numbers as applicable. Blank endorsements will not be excepted. Sample Endorsements Attached

## Blanket Certificates of Insurance

For ease of paperwork, subcontractors may submit insurance documentation on a blanket basis to work on multiple projects under just one insurance certificate. (View sample certificate above or in compliance database)

### Subcontractor performing work on multiple projects in the same State

Each of our projects requires a project-specific certificate of insurance (COI) for EACH project they work on; however, a lot of our Subcontractors are doing multiple projects in one State, which creates an opportunity to reduce paperwork by providing a blanket certificate of insurance and allowing the Subcontractor to work on all projects (Non-OCIP or CCIP) under one COI. If providing a blanket certificate, the following guidelines will be in addition:

1. On the COI, instead of stating an individual project name, replace with the following verbiage in the Description of Operations section of the certificate: **"All projects performed for City of Panama City Beach**
2. When stating the additional insureds, state the following along with the other required Description of Operations wording: "All insurance (excluding Workers Compensation and Professional Liability) include Owner, City of Panama City Beach, Indemnified Parties, any other parties as required by Owner Contract and their respective directors, officers, employees, and affiliates as Additional Insureds, and shall be primary and non-contributory to any insurance maintained by Additional Insureds."
3. All endorsements and waivers must be blanket-based, either per form or blanket wording. For example, a contract requires endorsements/waivers in such schedules instead of listing each entity.



# Commercial General Liability

**CG 20 10 10 01**

POLICY NUMBER: **Required**

COMMERCIAL GENERAL LIABILITY  
CG 20 10 10 01

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Certificate Holders Name

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**A. Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

**B.** With respect to the insurance afforded to these additional insureds, the following exclusion is added:

**2. Exclusions**

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

CG 20 10 10 01

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**CG 20 37 10 01**

POLICY NUMBER: **Required**

COMMERCIAL GENERAL LIABILITY  
CG 20 37 10 01

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Certificate Holders Name

Location And Description of Completed Operations:

All locations required by contract

Additional Premium:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

CG 20 37 10 01

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**CG 24 04 05 09**

POLICY NUMBER: **Required**

COMMERCIAL GENERAL LIABILITY  
CG 24 04 05 09

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Certificate Holders Name

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

CG 24 04 05 09

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**CG 20 01 04 13**

COMMERCIAL GENERAL LIABILITY  
CG 20 01 04 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

CG 20 01 04 13

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# Workers Compensation

## WC 00 03 13

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY WC 00 03 13  
(Ed. 4-84)

### WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

In Favor of:

Certificate Holders Name and Project Owner

Work Performed by:

Client (Our Subcontractor)

Client Address

On the Following Project or Location

All Projects or Locations as Required by Contract

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Insured	Effective Policy No. Required	Endorsement No. Premium
Required		
Insurance Company	Countersigned by _____	
Required		

WC 00 03 13  
(Ed. 4-84)

## WC 00 03 01 A

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY WC 00 03 01 A  
(Ed. 2-89)

### ALTERNATE EMPLOYER ENDORSEMENT

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in Item 2 of the Schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured. If an entry is shown in Item 3 of the Schedule the insurance afforded by this endorsement applies only to work you perform under the contract or at the project named in the Schedule.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be canceled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

Schedule

- |   |  |
|---|--|
| 1. <b>Alternate Employer</b><br>Our Subcontractor - Not the PEO                 | <b>Address</b><br>Our Subcontractors Address |
| 2. <b>State of Special or Temporary Employment</b><br>All Applicable States     |  |
| 3. <b>Contract or Project</b><br>All Locations or Projects Required by Contract |  |

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Date Here is Required	Policy No. Policy Number Required	Endorsement No. Premium \$
Insured Required		
Insurance Company	Countersigned by _____	
Required		

WC 00 03 01 A  
(Ed 2-89)