

PCB22-54 ITB VERTICAL TURBINE AND HIGH SERVICE PUMP REMOVAL, REPAIR AND REINSTALLATION



PCB22-54

INVITATION TO BID

**VERTICAL TURBINE AND HIGH
SERVICE PUMP REMOVAL, REPAIR
AND REINSTALLTION**

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

APRIL 2022

PCB22-54 ITB VERTICAL TURBINE AND HIGH SERVICE PUMP REMOVAL, REPAIR AND REINSTALLATION

**ADVERTISEMENT TO BID
PCB22-54 ITB VERTICAL TURBINE AND HIGH SERVICE PUMP REMOVAL,
REPAIR AND REINSTALLATION**

The City of Panama City Beach is requesting sealed Bids for the removal, repair and reinstallation of multiple vertical turbine and high service pumps and motors located at various City facilities.

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 Friday, **May 2, 2022, at 2:00 PM CDT** at which time all Bids will be publicly opened and read.

Bid Documents may be downloaded online at 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 **April 12, 2022**.

- Electronic Bids will only be accepted when submitted through the DemandStar's Bid portal. Emailed submissions will not be accepted.
- Alternately, one original and one copy along with a USB flash drive 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 # **PCB22-54 ITB VERTICAL TURBINE AND HIGH SERVICE PUMP REMOVAL, REPAIR AND REINSTALLATION** 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**

The City of Panama City Beach ("City") reserves the right to reject any and all Bids. All Bids shall be firm (including all equipment and labor) and fixed for a period of 60 days after opening.

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**. 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.

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INFORMATION FOR BIDDERS

It is the intention of this Invitation to Bid (ITB) to find a company that can perform removal, repair and reinstallation services on multiple vertical turbine and high service pumps located at various City facilities, described in this solicitation.

BID DUE DATE & TIME: Monday, **May 2, 2022, AT 2:00 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 2:00 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 2:00 P.M. on May 2, 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, **PCB22-54 ITB VERTICAL TURBINE AND HIGH SERVICE PUMP REMOVAL, REPAIR AND REINSTALLATION**, Bidder's name and return address should be clearly identified on the outside of the package.

Bidders submitting paper Bids must submit two (2) complete Bid responses (one (1) original and one (1) copy) along with a digital copy (USB preferred) which must include all the required documentation:

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

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

Additional reference document:

1. Notice of Award
2. Agreement
3. Exhibit A – Unit Cost and Hourly Rate Schedule
4. Exhibit B – Combined Task Order and Notice to Proceed
5. Exhibit C – Insurance Requirements
6. Appendix A – Pumps and Motors List

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

BIDDERS must submit all questions, if any, in writing at least seven (7) days prior to the BID date. If necessary, questions will be answered as ADDENDA 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.

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SCOPE OF WORK

The purpose of this bid is to receive unit prices for the **removal, repair and reinstallation of 9 vertical turbine pumps and motors and 19 horizontal split case pumps and motors located at various City facilities.**

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.

- A. The City is seeking repair services for up to twenty-eight (28) pumps. The breakdown of the pumps and motors is shown in the table in Appendix A.
- B. The work involves removing, troubleshooting, diagnostics, repair and reinstallation of electric motors and pumps. The work may include, but is not limited to the following: dismantling, inspection, steam cleaning and oven drying of parts, megger testing of starter windings, core testing stators, surge testing stator windings, dipping and baking stators, checking all mechanical fits, replacement of seals and bearings, replacement of "O" ring seals, replacement of shaft sleeves, inspection of all pump components, replacement of wear rings, assembly and testing. Other tasks as required or requested to maintain operation of equipment must be in accordance with requirements outlined by the OEM.
- C. All materials used in replacement of parts shall be "first use," OEM or equivalent to OEM Specifications, free of wear, breaks, cracks, corrosion, and all other defects. It is incumbent on the contractor to identify the correct OEM parts for the pump and motor described in Section III. A.
- D. The City is seeking a unit price for removal, diagnostics, repair, and re-build of these pumps. As such, the bid tab identifies the major items that are expected to be required. Smaller miscellaneous items not covered by the line items will be compensated based on hourly labor rates and markups on equipment.
- E. Service Call items include crane/truck rental, labor, and any wiring/supplies necessary for pump removal and re-installation.
- F. The Contractor shall provide a written recommendation for repairs for each pump and motor within 10 days of transporting back to their shop. The recommendation shall include critical dimensions and clearances, and measurement of shaft run-out. The City will review the recommendation and provide a response of which bid items are applicable for each individual pump/motor. The response from the City will be issued within 7 days after receipt of recommendation. It is expected that each pump/motor service and repair will be completed within 21 days.
- G. The written recommendation for each pump shall include the cost of a new pump so the City can make an informed decision whether to repair the pump or not.

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- H. **The prime contractor shall indicate whether their repair operation is a factory authorized repair center, and Contractor shall state on the Bidder Qualifications Form which pump brands they represent as a factory authorized repair center.** Contractor must have a full on-site machine shop. All machine work other than listed items should be bid on a straight hourly rate. When machine work is necessary, list as a separate item when doing a written estimate.
- I. Contractor to provide a one-year warranty for all work.
- J. Any deletions or variations from manufacturer's regular published specifications must be explained and outlined in an attached letter.
- K. The Bidder shall comply with all applicable laws, regulations, and codes as required by Federal agencies and the State of Florida. The Bidder must fully comply with all Federal, State, County, and Municipal ordinances and regulations in any manner affecting the prosecution of the work.

TECHNICAL SPECIFICATIONS

- A. Reconditioning of a motor to include replacement of bearings, replacement of seals, replacement of O-rings, dynamic balance of rotor, dip/bake/wash of stator, and oil/lube.
- B. Work on motors shall conform to the following:
1. ANSI/IEEE Standard 43-1974.
 2. NEMA Standard Publication No. MG1 "Motor and Generator Standards"
- C. Bearings shall be low-zinc bronze suitable use in chlorinated water.

SERVICE LEVELS

The service levels for pump repair are defined as follows:

Vertical Turbine Pumps

Level 1 Service

- Wash, Dip and Bake Stator, Perform Electrical Testing
- Replace motor bearings
- Dynamic balance rotor
- Replace upper and lower mechanical seals with new OEM parts
- Replace Impeller Shaft 416 SS
- Replace Line Shaft 416 SS
- 416 SS Couplings

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- Replace max bearing
- Replace suction inlet, lower and upper bowl, and stuffing box bushings
- Replace leakage detection kit
- Flexaseal Split mechanical Seal
- Dynamic balance rotating assembly
- Replace wear ring(s)
- Sandblast Complete Pump
- Apply Two Coats of Tnemec Epoxy Coating to Interior and Exterior of Pump

Horizontal Split Case Pumps

Level 1 Service:

- Wash, Dip and Bake Stator, Perform Electrical Testing
- Replace motor bearings
- Dynamic balance rotor
- Replace two mechanical seals with new OEM parts
- Dynamic balance rotating element
- New oil seals
- New casing gasket
- Replace bearings
- Replace wear rings
- Sandblast Complete Pump
- Apply Two Coats of Tnemec Epoxy Coating to Interior and Exterior of Pump

Level 2 Service (Vertical Turbine and Horizontal Split Case):

- All of Level 1 responsibilities plus rewind stator

NEW MOTORS

- A. Motors shall be **150 hp** replacement motor for **Toshiba Model 1504DPSA31A-P, or equivalent by WEG or GE**. Motors shall be rated for 230/460V, at 1780 rpm/60hz.
- B. Each motor shall be TEFC and have a 1.15 service factor when operated on sine wave power.

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- C. All Motors shall be the manufacturers Premium efficiency, Inverter Duty, rated for the applicable horsepower rating.
- D. Motors shall be free of objectionable noise and vibration. Units shall operate with a maximum sound level not to exceed 90 dBA as measured 5 feet from any surface.
- E. Maximum temperature rise of motor windings shall not exceed 80 degrees Celsius, as measured by resistance, when motor is operated continuously at service factor horsepower, rated voltage and frequency in ambient air temperature of 40 degrees Celsius.
- F. Supply motors with:
 - 1. Grounding lug in the conduit box
 - 2. Conduit box, one size larger than NEMA standard for the motor frame size.
 - 3. Stainless steel screens.
 - 4. NEMA 4, Accessory conduit box.
 - 5. Winding thermostats
 - 6. Complete motor tests, with heat run, and efficiency tests.
 - 7. Grounded Rotors
 - 8. Electrically isolated bearings
 - 9. 65 Degree C temperature rise above Ambient Temp.
 - 10. High Solids Epoxy Factory coatings with Polyurethane clear coating
 - 11. Special Motor balance, in addition to standard balance.
 - 12. Inverter Duty Labeled
 - 13. Cast Iron Construction.
 - 14. Aegis rings
- G. Motor frames and end shields shall be of cast iron construction of such design and proportions as to hold all motor components rigidly in proper position and provide adequate protection for the type of enclosure employed. Frame shall be 444T.
- H. Motors shall have Class "F" non hygroscopic epoxy sealed insulation limited to Class "B" rise by resistance.
- I. Windings shall be adequately insulated and securely braced to resist failure due to electrical stresses and vibration.
- J. The shaft shall be made of high-grade machine steel or steel forging of size design adequate to withstand the load stresses normally encountered in motors of the particular rating.
- K. Stator and rotor cores shall be made of low loss, non-aging electrical sheet steel with insulated laminations. Stator coils shall be random wound and of size, shape, insulation, and number of turns required. Coils shall be epoxy sealed after fabrication.

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- L. Motors shall be equipped with bearings made of AFBMA Standards and be of ample capacity of the motor rating. Bearings shall be grease lubricated and shall have a minimum B-10 bearing life at 40,000 hours.
- M. Nameplates shall be stainless steel. Lifting lugs or "O" type bolts shall be supplied on all motors. Enclosures shall have stainless steel screen and shall be protected from corrosion. Bolts and nuts shall have hex heads. Conduit boxes shall be gasketed. Lead wires between motor frame and conduit box shall be gasketed.

HOURLY RATES

Contractor to bid the hourly rate for work on pumps and motors not covered in the described levels of service. There are separate bid items for hourly work and hourly machine work.

WARRANTIES

- A. The equipment specified herein shall be covered by a warranty. Submit a copy of the warranty with the bid. Indicate in offer if warranties commence with the purchase date, installation 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: _____, 2022.

PCB22-54 ITB Vertical Turbine and High Service Pump Removal, Repair and Reinstallation

The Undersigned, as Bidder, hereby declares that they have examined the proposal 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 unit prices listed, to furnish all labor and material to repair and install vertical turbine and high service pumps, 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.

Base Bid:

<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Bid Amount</u>
Removal, Diagnosis, and Reinstallation Vertical Turbine Pump/Motors	EA	9	\$ _____	\$ _____
Removal, Diagnosis, and Reinstallation Horizontal Split Case Pump/Motors	EA	19	\$ _____	\$ _____
Vertical Turbine Pump Repair – 100 HP Pumps				
Level 1 Repair	EA	4	\$ _____	\$ _____
Level 2 Repair	EA	1	\$ _____	\$ _____
Vertical Turbine Pump Repair – 250 HP Pumps				

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Level 1 Repair	EA	3	\$ _____	\$ _____
Level 2 Repair	EA	1	\$ _____	\$ _____
Horizontal Split Case Pump Repair – 60 HP Pumps				
<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Bid Amount</u>
Level 1 Repair	EA	2	\$ _____	\$ _____
Level 2 Repair	EA	1	\$ _____	\$ _____
Horizontal Split Case Pump Repair – 150 HP Pumps & New Motors				
Level 1 Repair	EA	14	\$ _____	\$ _____
Level 2 Repair	EA	4	\$ _____	\$ _____
New 150 hp Motor	EA	1	\$ _____	\$ _____
Hourly Rates				
Pump Repair Labor	HR	1	\$ _____	\$ _____
Pump Repair Machine Work – Labor	HR	1	\$ _____	\$ _____
Other material not identified	EA	1	\$ <u>Cost</u> +	Mark-Up _____ %

*Additional materials not identified will be at verifiable contractor cost plus mark-up percentage

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NOTE:

1. BIDS shall exclude Florida sales tax. Sales Tax Exemption Certificate can be provided upon request.
2. Pumps are located at City of Panama City Beach, Wastewater Treatment Facility No. 1 at 205 North Gulf Boulevard.
3. BIDS shall be on the basis of a per unit or hourly price along with a cost-plus percentage mark-up for other materials necessary to complete the job but not listed in the specifications, as noted above, and shall be the compensation paid by City for the specified services.
4. City may award more than one contract based on price, qualifications and/or original equipment manufacturer affiliations.

I HEREBY ACKNOWLEDGE, as Bidder's authorized representative that I have fully read and understand all terms and conditions as set forth in this Proposal and upon award of such Proposal, shall fully comply with such terms and conditions.

Submitted By: _____
Name Firm/Contractor Submitting This Bid

Bid Prepared By: _____
Name of Individual Who Prepared This Bid

Address: _____

Phone: _____

Email: _____

Signature of Authorized Representative of Firm/Contractor Date

SEAL: *(If Bid is by Corporation)*

[END OF BID PROPOSAL FORM]

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BIDDERS QUALIFICATION FORM

CITY OF PANAMA CITY BEACH, FLORIDA

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Bidder's (BUSINESS) Name:		
Bidder's Mailing Address:		
Bidder's Contact Numbers		
Phone: ()		
Fax: ()		
LIST PUMP MANUFACTURER CERTIFICATION AS FACTORY AUTHORIZED REPAIR CENTER (Peerless, Patterson, etc.).		
Physical Address of Prime Bidder's Office Location Providing Service:		

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2. EXPERIENCE AND REFERENCES

Bidder shall complete the following to demonstrate meeting the minimum qualification requirements. The Bidder (Firm/Company) shall demonstrate a minimum of THREE (3) IMMEDIATE PAST YEARS of PUMP REPAIR WORK similar in scope and size and At least one year of experience shall DEMONSTRATE EXPERIENCE WORKING ON PEERLESS VERTICAL TURBINE PUMPS AND PATTERSON HORIZONTAL SPLIT CASE PUMPS.

1) _____

2) _____

3) _____

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Documentation shall include: 1) Owner of Pump #; 2) Description of Contract; 3) Type of Pump; 4) Nature of Repair Work; 5) Email Address; and 6) Telephone Number

Repair Work:	Owner or Company Name / Contact Person	Email address*	Telephone
Type of Pump: Extent of Repairs:	Owner/Company Name: Contact Person		
Type of Pump: Extent of Repairs:	Owner/Company Name: Contact Person		
Type of Pump: Extent of Repairs:	Owner/Company Name: Contact Person		

[END OF BIDDER QUALIFICATION FORM]

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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 City 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.

BIDDER SIGNATURE

[END OF DRUG-FREE WORKPLACE]

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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

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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.]

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By: _____

Print name: _____

Its: _____

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

Personally known _____ OR Produced identification _____

Notary Public- State of _____

My commission expires _____

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

[END OF PUBLIC ENTITY CRIMES]

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CITY OF PANAMA CITY BEACH

E-VERIFY FORM

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

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

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

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

STATE OF _____

Authorized Signature

COUNTY OF _____

Printed Name

Title

Name of Entity/Corporation

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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]

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CONFLICT/ NON-CONFLICT OF INTEREST STATEMENT

Check one:

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

or

The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project. This includes and requires disclosure of any officer, director, partner, proprietor, associate or agent of the Respondent who is also an officer or employee of the City or of its boards or committees.

LITIGATION STATEMENT

Check One:

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

or

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

COMPANY: _____

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

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

PCB22-54 ITB VERTICAL TURBINE AND HIGH SERVICE PUMP REMOVAL, REPAIR AND REINSTALLATION

**NON-COLLUSION
AFFIDAVIT**

STATE OF FLORIDA
COUNTY OF _____

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

Affiant

Sworn to and subscribed before me this _____ day of _____, 2022.

Notary Public

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TERMS AND CONDITIONS

ADDENDUM: 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> or through the web platform DemandStar at <https://www.demandstar.com>. Bidders are solely responsible to ensure they have received all addenda before submitting their Bid.

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. Where a Bid other than the lowest Bid is taken, the City shall state the reasons upon which such award was made.

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.).

CHANGE ORDER - No out-of-scope services shall be provided in the absence of prior written authorization in the form of a written supplemental agreement and issuance of an appropriate amendment to the contract.

CONFLICT OF INTEREST – The Bidder certifies that this Bid has not been arrived at collusively or otherwise in violation of federal, state or local laws. 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 agencies. Bidders must disclose the name

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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.

DEFAULT/FAILURE TO PERFORM: City of Panama City Beach shall be the sole judge of nonperformance, which shall include any failure on the part of the successful Bidder to accept the award, to furnish required documents, and/or to fulfill any portion of this contract within the time stipulated. Upon default by the successful Bidder to meet any terms of this agreement, the Purchasing Division will notify the Bidder three (3) days (weekends and holidays excluded) to remedy the default. Failure on the Bidder's part to correct the default within the required three (3) days shall result in the contract being terminated and upon the Purchasing Manager notifying in writing the Bidder of its intentions and the effective date of the termination. The following shall constitute default: City of Panama City Beach may terminate the Contract if the Bidder fails to (1) deliver the product within the time specified in the Contract or any extension,(2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement.

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.

INDEMNIFICATION: 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.

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.

INTERPRETATIONS: Any questions concerning conditions and specifications shall be directed to the Purchasing Manager. Interpretations, that may affect the eventual outcome

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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.

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.

NON-COLLUSION: Bidder certifies that this offer is made without prior understanding, agreement, or connection with any 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. Bidders 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.

Interested parties are encouraged to register with E-Notification at the City's website to ensure notification of postings or through DemandStar.

PAYMENT: Upon acceptance of work 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, contractor, 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).

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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.

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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 Lynne.Fasone@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.

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: 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: 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.

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.

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.

TERMS Unless terminated sooner pursuant to the provisions of the "TERMINATION" clauses contained in Section 6 of this Agreement, and subject to the availability of appropriated funds, this Agreement shall take effect immediately upon its execution by the parties, and shall continue thereafter for a term of two (2) years with two (2) additional one (1) year renewals if mutually agreed upon by both parties.

TIME FOR CONSIDERATIONS: Bids will be irrevocable after the time and date set for the opening of Bids and for a period of ninety (90) days thereafter.

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NOTICE TO AWARD

TO: _____

BID NUMBER: **PCB22-54**

PRODUCT DESCRIPTION:

Vertical Turbine and High Service Pump Removal, Repair and Reinstallation

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 _____, 2022 and associated Information for Bidders.

You are hereby notified that your Bid at the notated not to exceed unit or hourly price submitted on the Bid Form PCB22-54 ITB **Vertical Turbine and High Service Pump Removal, Repair and Reinstallation** has been accepted by the City. 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 2022. .

[REMIINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

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]

**MASTER SERVICES AGREEMENT
BETWEEN
CITY OF PANAMA CITY BEACH**

AND [_____]

**RELATING TO
PCB22-54**

Vertical Turbine and High Service Pump Removal, Repair and Reinstallation

THIS AGREEMENT is made and entered into this ____ day of _____, 2022, by and between **CITY OF PANAMA CITY BEACH, FLORIDA**, a municipal corporation ("City") and [_____] ("Contractor").

PREMISES

WHEREAS City desires to have Contractor assist City, as City needs and financial conditions permit, to provide for the removal, repair and reinstallation of multiple vertical turbine and high service pumps and motors located at various City's WWTP facilities. (generally, in this Agreement, the "Project").

WHEREAS City desires to employ Contractor for those purposes upon the terms and conditions in this Agreement, and Contractor is desirous of obtaining such employment and has represented that it is qualified and competent to perform such services upon said terms and conditions.

NOW, THEREFORE, in consideration of the following covenants, it is agreed:

1. SCOPE OF SERVICES:

- A. City retains Contractor to diligently, competently and timely perform the "Services" on as as-needed basis. Upon request, Contractor will prepare a detailed, project specific scope of work for each task be undertaken in accordance with the general scope of services described in this agreement and in the request for Bidder's qualification form which led to this Agreement. The fee shall be a fee determined on a time-involved basis at the unit price and/or hourly rates specified on bid proposal form. Unless otherwise expressly set forth separately in the applicable fee, the fee shall be assumed to include all compensation which City will owe Contractor for the subject services.
- B. If accepted by City, the proposed scope of work shall be incorporated into a task order in materially the form attached as a Task Order. Each Task Order shall be numbered and dated, incorporate this Agreement and any additional terms related to that specific Task Order, and shall be signed

both by the City and by the Contractor. If a term in this Agreement conflicts with a term in a Task Order, the term in the Task Order shall control to the extent of such conflict, but only for that Task Order.

- C. Notwithstanding anything herein to the contrary, City is not required under this Agreement to authorize Contractor to perform any services, and nothing herein shall be construed as entitling Contractor to any work under this Agreement, except and to the extent such work is specifically authorized hereafter by City in a properly executed Task Order.
- D. Contractor represents to City that it has expertise in the type of services that will be required. City's consent or approval of any services provided by Contractor in no manner or way will relieve Contractor of its obligations and duties hereunder. Additionally, City's consent or approval of any services of Contractor shall not constitute a waiver of any rights City may have pursuant to this Agreement or by law. Notwithstanding any consents or approvals by City, Contractor remains responsible for all defects, errors, omissions or inconsistencies in its services performed pursuant to this Agreement.

2. COMPENSATION AND PAYMENT:

- A. The unit prices and hourly rates are to be used for determining compensation are set forth in "EXHIBIT A" which is attached hereto and incorporated herein, and are to remain fixed, subject to adjustment only by the express prior written approval of the City Council. Contractor's total compensation for the services authorized by any particular Task Order shall be set forth exclusively in that Task Order.
- B. City reserves the right to direct changes to the services required of Contractor under this Agreement or any particular Task Order. Contractor will only be compensated for any such changes directed if authorized by City Council.

In the event that additional services are required due to unforeseen conditions, the Contractor shall:

- 1) Provide a written proposal services, and submit such proposal to the City for written approval.
- 2) City Manager and/or City Council approval is required prior to the entering into a change order with the Contractor for any additional services in accordance with the proposal.
- 3) Upon approval by the City of such change orders, the City shall reimburse the Contractor for the cost of such services, which cost shall not exceed times the amount of the proposal.

C. At the end of each month during which a Task Order shall be outstanding, Contractor shall submit a separate invoice for services rendered during that month with respect to each Task Order as follows:

- 1) Where a unit price and/or hourly rate is specified, City shall pay Contractor based upon the actual satisfactory and completed work. In support of payment, Contractor shall submit monthly a request for payment describing the work done, and reference the line items in the scope of services where available.
- 2) Notwithstanding anything in the Agreement or any Task Order to the contrary, City reserves the right to withhold payment to Contractor in part or in full to the extent reasonably necessary to protect City's interests.
- 3) Contractor shall be required to provide such supporting documentation for its invoice as may be required by City.

3. SCHEDULE: The time schedule for Contractor's performance of the required services under any particular Task Order, shall be set forth in that Task Order.

4. CITY'S RESPONSIBILITY: As reasonably requested by Contractor, City shall furnish Contractor with such information available and useful in connection with the subject Task Order that is within City's possession and can be located, which shall be returned to City upon the completion of the services to be performed by Contractor, unless such data, plans, profiles, and other data are necessary for daily operations; then such forms of information shall be promptly duplicated by Contractor and the originals returned to City. Unless otherwise noted, the Contractor shall be entitled to rely upon the accuracy and completeness of any information supplied by the City.

5. CITY'S DESIGNATED REPRESENTATIVE: It is understood and agreed that City designates the City Representative or his/her designee to represent City in all technical matters pertaining to and arising from the work and performance of this Agreement. Provided however, neither the City Representative nor his/her designee shall have the authority to authorize any verbal or written orders or instructions that would have the effect, or be interpreted to have the effect, of adjusting, modifying or changing in any way whatsoever 1) the time to complete any of Contractor's required services, 2) the amount of compensation City is obligated or committed to pay Contractor, or 3) the scope or quality of services to be provided and performed by Contractor. The City Representative and/or his/her designee shall have, but not be limited to, the following responsibilities:

A. Examination of all reports, sketches, and drawings or other documents presented by Contractor, and rendering in writing decisions pertaining thereto within a reasonable time so as not to materially delay the work of Contractor.

B. Transmission of instructions, receipt of information, interpretation, and definition of City policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement.

C. Give prompt written notice to Contractor whenever the City Representative or his/her designee observes or otherwise becomes aware of any defects or changes necessary in the project.

6. TERMINATION:

A. Either party hereto shall have the right and option to terminate this Agreement as set forth in this section. City shall have the right to terminate this Agreement and any Task Order in effect, in whole or in part, without cause upon seven (7) calendar days written notice to Contractor. Contractor shall have the right to terminate this Agreement in its entirety without cause upon ninety (90) calendar days written notice to City with respect to future services and work not already authorized under any particular Task Order; provided however, any services to be performed by Contractor under a previously issued Task Order shall proceed to completion unless otherwise expressly terminated by City. Nothing in this Section shall be construed to allow Contractor to terminate any Task Order previously issued and in effect prior to Contractor's notice of termination for convenience. In the event of a termination for convenience by City, Contractor's sole and exclusive recovery against City shall be limited to that portion of Contractor's compensation earned through the date of termination, together with any retainage withheld and any costs reasonably incurred by Contractor that are directly attributable to the termination. In the event of such termination for convenience by Contractor, Contractor's sole and exclusive recovery against City shall be limited to that portion of Contractor's compensation earned through the date of termination for work performed plus any withheld retainage. In no event shall Contractor be entitled to any other or further recovery against City, including, but not limited to, anticipated fees or profit on work not performed.

B. Contractor shall be considered in default of this Agreement and such default shall be considered cause for City to terminate this Agreement in whole or in part upon written notice to Contractor if Contractor fails to diligently, competently and timely perform any of the work, fails to cooperate with others associated with the work, or otherwise fails to perform or observe any material covenant, representation or warranty contained in this Agreement. If City determines that Contractor is in default, Contractor shall have seven (7) calendar days following receipt by Contractor of said written notice to remedy and cure the default. If such default is not remedied or cured by Contractor

within those seven (7) calendar days, then City may terminate this Agreement in whole or in part. In the event of such termination by City, Contractor's sole and exclusive recovery against City shall be limited to that portion of Contractor's compensation earned through the date of termination, plus any withheld retainage; provided, however, no such amounts shall be due and payable until such time as City determines its damages as a result of such default by Contractor. City has the right to offset all damages it suffers as a result of Contractor default from any and all amounts it may owe Contractor under this Agreement and any Task Order. Further, in the event such damages exceed the amount owed Contractor, Contractor shall pay City such excess within ten (10) days of Contractor's receipt of written demand from City for such excess amount.

C. City shall be considered in default of this Agreement and such default shall be considered cause for Contractor to terminate any particular Task Order upon written notice to City if City fails to perform or observe any material covenant required of it with respect to such Task Order. In no event does Contractor have the authority to terminate any Task Order for which the subject default does not apply. If Contractor so notifies City in writing that City is in default, City shall have thirty (30) calendar days following receipt by City of said written notice to remedy and cure the default. If such default is not remedied or cured by City within those thirty (30) calendar days, then Contractor may terminate the subject Task Order. In the event of such termination by Contractor, and subject to the terms of this Agreement, Contractor shall be entitled only to the same rights and recovery provided to it as a result of a termination for convenience by City per Section 7.A above.

D. If, after notice of termination of this Agreement or any Task Order or any portion of either by City as provided for in Section 6.B above, it is determined for any reason that City wrongfully terminated this Agreement or any Task Order or any portion of either or otherwise was not entitled to terminate for cause, then the notice of termination given pursuant to Section 6.B above shall be deemed to be the notice of termination for convenience by City provided for in paragraph 6.A above and Contractor's remedies against City shall be the same as and limited to those afforded Contractor under Section 6.A above.

E. Upon any termination and at no additional cost to City, Contractor shall deliver to City all papers, records, documents, drawings, calculations, models, and other materials in Contractor's possession or under its control arising out of or relating to this Agreement as directed by City. The delivery of all such items to City being a condition precedent to any further payment obligations of City under this Agreement. Contractor may make a copy of any or all such items for its file, at its own cost and expense.

7. TERM: Unless terminated sooner pursuant to the provisions of the "TERMINATION" clauses contained in Section 6 of this Agreement, and subject to the

availability of appropriated funds, this Agreement shall take effect immediately upon its execution by the parties, and shall continue thereafter for a term of one (1) year with two (2) additional one (1) year renewals if mutually agreed upon by both parties..

8. INDEMNIFICATION:

A. To the maximum extent permitted by law, Contractor shall defend, indemnify and hold harmless City, its officers and employees, of any and all claims, actions, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Contractor or any person employed or utilized by Contractor in the performance of services hereunder. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party described in this paragraph.

B. The duty to defend under this Section 8 is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of Contractor, City or any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to Contractor. Contractor's obligation to indemnify and defend under this Section 9 will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against City or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations. Notwithstanding the foregoing and to the extent Contractor actually defends City and City is ultimately found responsible for such claims, City shall reimburse Contractor its defense costs, including attorneys' and expert fees, incurred by Contractor in providing a defense to City and its employees, but only to the extent of the City's culpability.

10. INSURANCE: 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 "C."

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.

12. WORK COMMENCEMENT/PROGRESS/DELAYS:

A. The services to be rendered by Contractor as to any particular Task Order shall commence upon execution of that Task Order and Contractor's receipt of written notice to proceed with such services from City Manager or his designee.

B. Contractor agrees to abide by the performance of the contracted services as set forth in the applicable Task Order. City will be entitled at all times to be advised in writing at its request as to the status of the work being done by Contractor, and of the details thereof. City may require specification of liquidated delay damages in a Task Order. Failure to specify liquidated delay damages in a Task Order shall not relieve Contractor of liability for delays or other damages as provided by law.

C. Notwithstanding anything in this Agreement or any Task Order to the contrary, no interruption, interference, suspension or delay in the commencement or progress of Contractor's services from any cause whatsoever, including those for which City may be responsible in whole or in part, shall relieve Contractor of its duty to perform or give rise to any right to damages or additional compensation from City. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. In the event there are delays on the part of City or any applicable regulatory agencies as to the approval of any of the plans, permits and drafts of special provisions submitted by Contractor or any other delays not due to the fault or neglect of Contractor, which delay the applicable schedule completion date, Contractor's sole remedy, if any, against City shall be an equitable extension of time for such delays. Provided, however, if the delay is solely due to City's fault of neglect and the services to be provided hereunder have been delayed for a total of ninety days, Contractor's compensation shall be adjusted only to reflect the actual incremental increase in out-of-pocket costs experienced by Contractor, if any, as a result of such delays. This paragraph shall expressly apply to claims for early completion, as well as claims based on late completion.

D. Contractor shall maintain an adequate and competent staff and may associate with other qualified firms for the purpose of rendering services hereunder. Contractor agrees that its staff, subconsultants, and subcontractors who will perform any services for the project are subject to City's reasonable approval and must be identified in each Task Order. None of the staff, subconsultants, and subcontractors identified in a Task Order shall be removed or replaced by Contractor without City's prior written approval (such approval not to be unreasonably withheld), and if so removed shall be immediately replaced with a person or firm reasonably acceptable to City. Contractor is liable for all acts and omissions of its staff, subconsultants, and subcontractors.

15. STANDARDS OF CONDUCT:

A. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor to solicit or secure

this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for Contractor any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.

B. Contractor covenants that neither it nor any of its employees presently has any interest and shall not acquire any interest, direct or indirect, financial or otherwise, that would conflict in any manner or degree with performance of services hereunder.

C. Standards of Conduct-Conflict of Interest-Contractor agrees that it and its employees shall be bound by the Standards of Conduct provided in Section 112.313, Florida Statutes, as it relates to work performed under this Agreement, which standards will by reference be made a part of this Agreement as though set forth in full. Contractor agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

16. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS: In the performance of its services hereunder, Contractor and all of its work product shall comply with all Federal, State, and Local laws, rules regulations and ordinances applicable to the work or payment for work thereof. Contractor shall not discriminate on the grounds of race, color, religion, sex, or national origin in its performance of work under this Agreement.

17. ASSIGNABILITY: Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written approval of City.

18. INDEPENDENT CONTRACTOR: Contractor is and shall remain an independent contractor and not an employee of City.

19. CONTROLLING LAW AND VENUE: All questions pertaining to the validity and interpretation of this Agreement shall be determined in accordance with the laws of Florida applicable to contracts made and to be performed within this state. Exclusive jurisdiction and venue to interpret or resolve any dispute under this Agreement shall lie in the State Circuit Court, Fourteenth Judicial Circuit, in and for Bay County, Florida.

20. ATTORNEY'S FEES: If either party is required to institute or defend against the other party any legal proceedings in connection with this Agreement, the prevailing party shall be entitled to its costs thereof, together with reasonable attorney's and paralegals' fees.

20. NO WAIVER: No waiver of any provision of this Agreement shall be effective unless made in writing, signed by the party against whom it is charged. No waiver of any provision of this Agreement shall constitute a waiver of any other provision of this Agreement, nor of the same provision in the future. Neither the failure nor any delay by any party in exercising any right or power under this Agreement, nor any course of dealing between or among the parties, will operate as a waiver of such right or power, and no single or partial exercise of any such right or power will preclude any other or further exercise of such right or power or the exercise of any other right or power.

21. COOPERATION: Contractor acknowledges that the City's projects are generally a multidisciplinary effort which require cooperation and collaboration with numerous consultants, Contractors, construction managers, contractors, and counsel assisting and advising City, as well as coordination with utilities, other governmental agencies and all directions from City Manager and City Engineer. Accordingly, Contractor agrees to cooperate with all such other parties to advance the best interests of City and the project.

22. MEDIATION: City and Contractor agree to attempt to resolve any dispute between them related to the interpretation or performance of this Agreement by mediation in Bay County, Florida, with a mutually acceptable, certified Florida Mediator to serve at joint expense. If the parties are unable to agree upon a mediator, either party shall request the appointment of a mediator by the Chief Judge of the Circuit Court, Fourteenth Judicial Circuit in and for Bay County, Florida. Mediation contemplated by this paragraph is intended to be an informal and non-adversarial process with the objective of helping the parties reach a mutually acceptable and voluntary agreement. The decision-making shall rest solely with the parties. The mediator shall assist the parties in identifying issues, fostering joint problem solving, and exploring settlement alternatives. Any settlement will require approval of City's governing board. If the parties are unable to reach a mediated settlement within ninety (90) days of the mediator's appointment, either party may terminate the settlement discussions by written notice to the other and initiate litigation. Mediation is a condition precedent to filing any lawsuit or commencing other legal action. Any litigation commenced in violation of this section shall be stayed pending mediation as agreed. This Section 23 shall survive termination of this Agreement.

23. PUBLIC RECORDS: The City is a public agency subject to the Florida Public Records Law expressed in Chapter 119, Florida Statutes. Accordingly, to the extent that it is determined that Contractor is acting on behalf of City as provided under Section 119.011(2) (2017) and implemented through the judicially established "totality of factors" analysis, Contractor agrees to also comply with that law, specifically including to:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

b. Upon request of the City, provide the public with access to public records on the same terms and conditions that the City would provide the records and 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 Contractor does not transfer the records to the City.

d. Meet all requirements for retaining public records and transfer, at no cost, to the City, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

e. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, IT IS THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, AND TO CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-233-5100, LYNNE.FASONE@PCBFL.GOV, 17007 PANAMA CITY BEACH PARKWAY, PANAMA CITY BEACH, FL 32413.

24. EVERIFY: Contractor is 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-contractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit(s) for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor 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 Contractor, the Contractor may not be eligible for or awarded a City contract for a period of 1 year after the date of termination.

25. ENTIRE AGREEMENT: This Agreement and any exhibits or appendixes attached hereto and incorporated herein constitutes the entire agreement between the parties with respect to the subject matters. All prior agreements, representations, statements, negotiations, and undertakings are hereby superseded. Any alterations or variations of

the terms of this Agreement shall not be valid unless made in writing and signed by the parties. If any term or provision of this Agreement shall be found by a court of competent jurisdiction to be illegal or unenforceable, then, notwithstanding, the remainder of the Agreement shall remain in full force and effect.

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
- SCOPE OF WORK
- BID PROPOSAL FORM
- TERMS AND CONDITIONS
- STATEMENT UNDER SECTION 287.087, FLORIDA STATUTES, ON PREFERENCES TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS
- PUBLIC ENTITY CRIME STATEMENT
- NON-COLLUSION AFFADAVIT
- E-VERIFY
- CONFLICT OF INTEREST
- NOTICE OF AWARD
- SERVICE AGREEMENT
- EXHIBIT A – UNIT COST AND HOURLY RATE SCHEDULE
- EXHIBIT B - COMBINED TASK ORDER AND NOTICE TO PROCEED
- EXHIBIT C – INSURANCE REQUIREMENTS
- APPENDIX A – PUMPS AND MOTORS LIST

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

No. _____, dated _____, 20____

No. _____, dated _____, 20____

No. _____, dated _____, 20____

No. _____, dated _____, 20____

IN WITNESS WHEREOF, the parties have hereto caused the execution of these documents as of the year and date first above written.

**CITY OF PANAMA CITY BEACH,
FLORIDA**, a municipal corporation

By: _____
Drew Whitman, City Manager

ATTEST:

Lynne Fasone, City Clerk

[]

WITNESS
PRINT NAME:

By: _____
Its: _____

WITNESS
PRINT NAME:

DRAFT

EXHIBIT A

HOURLY RATE AND UNIT COST SCHEDULE

DRAFT

EXHIBIT B

COMBINED TASK ORDER AND
NOTICE TO PROCEED

TASK ORDER NO. _____

DATE _____, 202__

Reference is made to that certain SERVICES AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND [_____]
RELATING TO VERTICAL TUBINE AND HIGH SERVICE PUMP SERVICES FOR VARIOUS CITY FACILITIES, dated _____, 202__, (the "Agreement"), the terms, conditions and definitions of which are incorporated herein as if set forth in full. Neither party is in breach of the Agreement.

Pursuant to the Agreement, Contractor agrees to perform the specific tasks set forth upon incorporated in the Scope of Services, relating to PCB22-54 ITB VERTICAL TURBINE AND HIGH SERVICE PUMP,

Contractor's compensation shall be paid in monthly installments as specified in the Agreement. Contractor's total compensation for the services to be provided under this Task Order shall be determined as follows:

Pursuant to the Agreement, Contractor agrees to perform the specific tasks set forth upon incorporated Scope of Services, relating to PCB22-54 ITB VERTICAL TURBINE AND HIGH SERVICE PUMP services.

Contractor's total compensation shall be as described in Exhibit A:

_____ a unit price of \$ _____;

and

_____ a unit price of \$ _____;

and

_____ a unit Price of \$ _____

plus one or more specified allowances listed below which may be authorized in writing by the City Manager or his designee,

Hourly Rate of \$ _____ for _____, and

Hourly Rate of \$ _____ for _____;

As set forth upon incorporated Attachment B, Fee Breakdown.

Work shall begin on _____, 202__, and shall be substantially completed by _____, 202__. There are no additional rights and obligations related to this Task Order other than as specified in the Agreement.

Upon execution of this Task Order by both Contractor and City, Contractor is directed to proceed.

IN WITNESS WHEREOF the parties have caused these presents to be executed in their names on the date shown.

Witness:

By: _____

Its: _____

Date: _____

CITY OF PANAMA CITY BEACH, FL

By: _____

City Representative

DRAFT

Initial Page: _____ Owner _____ Contractor

Exhibit C

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 - \$100,000 Each Accident**
- **Bodily Injury by Disease - \$500,000 Policy Limit**
- **Bodily Injury by Disease - \$100,000 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.

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- 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.

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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.**

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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.

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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.

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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	
Automobile Liability				
No Endorsements Required				
Umbrella or Excess Liability				
List all lines this policy applies.				
Workers Compensation				
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. Alternate Employer
Our Subcontractor - Not the PEO | Address
Our Subcontractors Address |
| 2. State of Special or Temporary Employment
All Applicable States | |
| 3. Contract or Project
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)

APPENDIX A

Vertical Turbine and High Service Pump Removal, Repair, and Re-Installation Pump and Motor List

<u>Pump #</u>	<u>McElvey Pumps</u>	<u>Serial Number</u>	<u>Motor</u>	<u>HP</u>	<u>Serial Number</u>
#1	Peerless	SN- 738098E	Toshiba	150	SN- 565202148
#2	Peerless	SN- 738098C	Toshiba	150	SN- 565319390
#3	Peerless	SN- 738098B	Toshiba	150	SN- 575183978
#4	Peerless	SN- 738098D	Toshiba	150	SN- 573202151
#5	Peerless	SN- 738098A	Toshiba	150	SN- 565204710
Spare			Toshiba	150	SN- 565319403
<u>West Bay Pumps</u>					
#1	Patterson	SN- SC-C029255-001	Toshiba	150	SN- 060306563
#2	Patterson	SN- SC-C029255-002	Toshiba	150	SN- 060306562
#3	Patterson	SN- SC-C029255-003	Toshiba	150	SN- unable to read
#4	Patterson	SN- SC-C029255-004	Toshiba	150	SN- 060401944
#5	Patterson	SN- SC-C029255-005	Toshiba	150	SN- 060306566
#6	Patterson	SN- SC-C054822-001	Toshiba	150	SN- 060306559
#7	Patterson	SN- SC-C054882-002	Toshiba	150	SN- unable to read
<u>Reclaim Distribution Pumps</u>					
Jockey #1	Patterson	SN- SC-C037269-002	WEG	60	SN- 1022650547
Jockey #2	Patterson	SN- SC-C037269-001	WEG	60	SN- 1030994029
#1	Patterson	SN- SC-C037268-004	WEG	150	SN- 1031654095
#2	Patterson	SN- SC-C037268-001	WEG	150	SN- 1024952785
#3	Patterson	SN- SC-C037268-002	GE	150	SN- ZTG669090
#4	Patterson	SN- SC-C037268-003	WEG	150	SN- 1035941300
#5	Patterson	SN- SC-C037268-005	GE	150	SN- ZTG669091
Spare			GE	60	SN- ZTG669U08
<u>Reuse Transfer Pumps</u>					
#1	Peerless 26 HH	575904C	7226 BCBM	100	F02 01022584-100R-01
#2	Peerless 26 HH	1971162290-211-B	7226 BCBM	100	A 09 20182649-0001 R 0001
#3	Peerless 26 HH	1971162290-211-A	7226 BCBM	100	A 09 20182649-0001 R 0001
<u>Effleunt Vertical Turbines</u>					
#1	Peerless 24MA	99270007289-10-B	100BT0311	100	R-10-20085357-0001-R0001
#2	Peerless 24MA	9927007288-10-D	130BT02 Q2	250	R-10-20085346-0001-R-0003
#3	Peerless 24MA	9927007288-10-C	130BT02 Q2	250	R-10-20085346-0001-R-0001
#4	Peerless 24MA	9927007289-10-A	100BT03H	100	R-10-20085357-0001-R-0002
#5	Peerless 24MA	9927007288-10-B	100BT03H	250	R-10-20085346-0001-R-0002
#6	Peerless 24MA	9927007288-10-A	130BT02 Q2	250	R-10-20085346-0001-R-0004