

PCB22-62 ITB SUBMERSIBLE PUMPS



**PCB22-62
INVITATION TO BID
SUBMERSIBLE PUMPS**

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

April 15, 2022

PCB22-62 ITB SUBMERSIBLE PUMPS

ADVERTISEMENT TO BID PCB22-62 ITB SUBMERSIBLE PUMPS

The City of Panama City Beach is requesting sealed Bids to furnish Submersible Pumps, and miscellaneous appurtenances for the Utilities Department. The equipment used shall be new, of current manufacture, and must meet all State and Federal Safety Standards in effect at the time of delivery. Any items appearing in the manufacturer's regular published specifications furnished by the bidder are assumed to be included in the Bid Proposal. Any deletions or variations from manufacturer's regular published specifications must be outlined in an attached letter. Deviations from these specifications which do not impair comparative functional equivalency will be accepted for review. 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 **Monday, May 16, 2022, at 11:00 AM 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 15, 2022**.

- Electronic Bids will only be accepted when submitted through the DemandStar's Bid portal. Emailed submissions will not be accepted.
- Alternatively, one (1) original along with an electronic copy (USB flash drive preferred) may be delivered to the City Hall Office at the address below. Any sealed Bid submitted on paper must identify and clearly mark the Bid for **PCB22-62 ITB SUBMERSIBLE PUMPS** 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.**

Interested Bidders can visit the Lift Station #2 site on April 20, 2022 at 10:00 A.M. by contacting Tina Kunst to arrange a site visit. Please note that any required safety equipment for entrance into the dry pit is the responsibility of the Bidder.

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.

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.

INFORMATION FOR BIDDERS

It is the intention of this Invitation to Bid (ITB) to find a company or combination of companies that can supply the various pumps described in this solicitation, and also provide an estimated delivery date.

BID DUE DATE & TIME: Monday, **May 16, 2022, AT 11:00 A.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 11:00 A.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 11:00 A.M. on, **Monday, May 16, 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, **PCB22-64 ITB SUBMERISBLE PUMPS**, Bidder's name and return address should be clearly identified on the outside of the package.

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

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

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

Additional reference documents:

- | | |
|--------------------------------|---------------------------------------|
| 1. Notice of Award | 4. Appendix B – Existing Pump Curves |
| 2. Agreement | 5. Exhibit A – Insurance Requirements |
| 3. Appendix A – LS#2 Schematic | |

The City may waive any technical informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn by the BIDDER prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered, no exceptions.

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

SPECIFICATIONS

The purpose of this bid is to receive a firm, fixed pricing for various submersible pumps from one or more companies. The pumps shall be submersible non-clog pumps and submersible propeller pumps, and all other necessary appurtenances specified in these specifications.

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.

The City has determined that the manufacturers and models listed and described meet the specifications, reliability, quality, and ease of maintenance desired by the City. See specifications. Notwithstanding the foregoing, the City may consider alternative makes and models which have equivalent or similar specifications and quality. Except for Lift Station #2 Pumps as described below, **all pumps and appurtenances shall be delivered to the City.**

Any items appearing in the manufacturer's regular published specifications furnished by the bidder are assumed to be included in the Bid Proposal. Bidder must **provide** the detailed product specifications.

DESCRIPTION

For the non-clog submersible pumps, Vendor shall provide all necessary pump discharge adaptors for the pumps to fit on existing base elbow and two rail guide system. Sealing of the pumping unit to the discharge connection shall be accomplished by a machined metal to metal watertight contact. Sealing of the discharge interface with a diaphragm, O-ring or profile gasket will not be acceptable. No portion of the pump shall bear directly on the sump floor.

A. SUBMITTALS

Submit shop drawings, technical and O&M data, and pump curves.

B. QUALITY ASSURANCE

All pumps shall be furnished by a single manufacturer for each lift station. Non-clog Pumps shall be WILO/EMU or Flygt.

C. PUMP WARRANTY

The pump manufacturer shall warrant the units being supplied to the owner against defects in workmanship and material for a period of five (5) years. Warranty period shall begin on the date of project substantial completion.

PRODUCTS

The Contractor shall furnish submersible non-clog sewage pumps and submersible

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propeller pumps. Each submersible non-clog sewage pumps shall be furnished with a stainless-steel lifting bail only and without cable or lifting chain and a minimum of 40 to 60 feet of Hypalon jacketed type SPC cable, P-MSHA approved and sized according to N.E.C. and ICEA standards. The requirements in Sections B-K apply to the submersible non-clog sewage pumps.

A. REQUIREMENTS

Lift Station # 2

Primary Design Point (see Appendix B)	550 GPM @ 55' TDH
Minimum Shutoff Head	90 feet
Minimum Efficiency at Primary Design Point	60%
Maximum Motor Horsepower	15.4 hp
Maximum Motor Speed	1800 rpm
Voltage	230v-3 phase
Minimum Motor Service Factor/Insulation Class	1.15/ Class H
Minimum Pump Solids Passing Capability	3"
Motor Rating	FM Explosion Proof
Minimum Motor Bearing Life Guarantee (at any usable portion of the pump curve)	50,000 hours

Pumps shall be WILO/EMU model FK202-4/17, FA 10.65-237, or Flygt NT3153 HT3

For Lift Station #2, Vendor shall furnish and install two submersible non-clog pumps and related piping, supports, and all other necessary appurtenances as shown on the drawing in Appendix A and as specified in these specifications. The installation for Lift Station #2 shall be submersible pumps that are configured to operate in a dry pit installation.

Lift Station # 110

Primary Design Point	640 GPM @ 69' TDH
Minimum Shutoff Head	126 feet
Minimum Efficiency at Primary Design Point	60%
Maximum Motor Horsepower	20 hp
Maximum Motor Speed	1800 rpm
Voltage	230v-3 phase
Minimum Motor Service Factor/Insulation Class	1.15/ Class H
Minimum Pump Solids Passing Capability	3"
Motor Rating	FM Explosion Proof
Minimum Motor Bearing Life Guarantee (at any usable portion of the pump curve)	50,000 hours

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Pumps shall be Flygt NP3171.095-455, or Wilo equivalent

Lift Station # 105

Primary Design Point (see Appendix B)	273 GPM @ 79' TDH
Minimum Shutoff Head	90 feet
Minimum Efficiency at Primary Design Point	60%
Maximum Motor Horsepower	15.4 hp
Maximum Motor Speed	1800 rpm
Voltage	230v-3 phase
Minimum Motor Service Factor/Insulation Class	1.15/ Class H
Minimum Pump Solids Passing Capability	3"
Motor Rating	FM Explosion Proof
Minimum Motor Bearing Life Guarantee (at any usable portion of the pump curve)	50,000 hours

Pumps shall be WILO/EMU model T17.2-4/24, FA 10.65-257, or Flygt

Lift Station # 28

Primary Design Point (see Appendix B)	475 GPM @ 102' TDH
Minimum Shutoff Head	150 feet
Minimum Efficiency at Primary Design Point	55%
Maximum Motor Horsepower	25 hp
Maximum Motor Speed	1800 rpm
Voltage	230v-3 phase
Minimum Motor Service Factor/Insulation Class	1.15/ Class H
Minimum Pump Solids Passing Capability	3"
Motor Rating	FM Explosion Proof
Minimum Motor Bearing Life Guarantee (at any usable portion of the pump curve)	50,000 hours

Pumps shall be WILO/EMU model FA 10.65-282.w/ T20.1-4/22 or Flygt EQUIVALENT

Lift Station # 128

Primary Design Point (see Appendix B)	700 GPM @ 109' TDH
Minimum Shutoff Head	148 feet
Minimum Efficiency at Primary Design Point	55%
Maximum Motor Horsepower	47 hp
Maximum Motor Speed	1800 rpm
Voltage	230v-3 phase
Minimum Motor Service Factor/Insulation Class	1.15/ Class H
Minimum Pump Solids Passing Capability	3"
Motor Rating	FM Explosion Proof

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Minimum Motor Bearing Life Guarantee 50,000 hours
(at any usable portion of the pump curve)

Pumps shall be Flygt NP3202.095, or Wilo 15.66E

Propeller Pump – Bid Item #8

Primary Design Point	3,500 GPM @ 1.5' TDH
Maximum Motor Horsepower	4 hp
Motor	Submersible Inverter Duty
Voltage	460v-3 phase
Minimum Motor Service Factor/Insulation Class	1.15/ Class H
Motor Rating	FM Explosion Proof
Minimum Motor Bearing Life Guarantee	50,000 hours
(at any usable portion of the pump curve)	

Pumps shall be **Flygt PP 4640**, or approved equivalent, and accessories shall include 316 SS Propeller, 50' of Electrical Cable with 3 cable holders, lifting bail, and FLS sensors for seal leakage

Propeller Pump – Bid Item #9

Primary Design Point	5,100 GPM @ 2' TDH
Maximum Motor Horsepower	15 hp
Motor	Submersible Inverter Duty
Voltage	460v-3 phase
Minimum Motor Service Factor/Insulation Class	1.15/ Class H
Motor Rating	FM Explosion Proof
Minimum Motor Bearing Life Guarantee	50,000 hours
(at any usable portion of the pump curve)	

Pumps shall be **Flygt PP 4660**, or approved equivalent, and accessories shall include 316 SS Propeller, 50' of Electrical Cable with 3 cable holders, lifting bail, and FLS sensors for seal leakage

B. PUMP DESIGN

The pumps shall be capable of handling raw, unscreened sewage. The discharge connection elbow shall be permanently installed in the wet well along with the discharge piping. The pumps shall be automatically connected to the discharge connection elbow when lowered into place, and shall be easily removed for inspection or service. There shall be no need for personnel to enter the wet well to gain access to the pumps. Sealing of the pumping unit to the discharge connection elbow shall be accomplished by a simple linear downward motion of the pump. A sliding guide bracket shall be an integral part of the pump unit. The

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entire weight of the pumping unit shall be guided by no less than two guide bars and pressed tightly against the discharge connection elbow. No portion of the pump or the guide support system other than the discharge connection shall bear directly on the floor of the sump. The pump, with its appurtenances and cable, shall be capable of continuous submergence underwater without loss of watertight integrity to a depth of 65 ft.

C. PUMP CONSTRUCTION

Major pump components shall be of gray cast iron, Class 35B, with smooth surfaces devoid of blow holes and other irregularities. Where watertight sealing is required, O-rings made of nitrile rubber shall be used. All exposed nuts and bolts shall be of AISI type stainless steel 304 construction. All surfaces coming into contact with sewage, other than stainless steel, shall be protected by a factory applied spray coating of acrylic dispersion zinc phosphate primer with a polyester resin paint finish on the exterior of the pump. The impeller shall be coated with an acrylic dispersion zinc phosphate primer.

All mating surfaces where watertight sealing is required shall be machined and fitted with nitrile rubber O-rings. Fitting shall be such that sealing is accomplished by metal-to-metal contact between machine surfaces. This will result in controlled compression of nitrile rubber O-rings without the requirement of a specific torque limit. No secondary sealing compounds, rectangular gaskets, elliptical O-rings, grease or other devices shall be used.

D. CABLE ENTRY SEAL

The cable entry seal design shall preclude specific torque requirements to insure a watertight and submersible seal. The cable entry shall be comprised of a single cylindrical elastomer grommet, flanked by washers, all having a close tolerance fit against the cable outside diameter and the entry inside diameter and compressed by the entry body containing a strain relief function, separate from the function of sealing the cable. The assembly shall bear against a shoulder in the pump top. The cable entry junction chamber and motor shall be separated by a terminal board, which shall isolate the motor interior from foreign material gaining access through the pump top. Epoxies, silicones, or other secondary sealing systems shall not be considered acceptable.

E. MECHANICAL SEAL

Each pump shall be provided with a tandem mechanical rotating shaft seal system. Seals shall run in an oil reservoir. Lapped seal faces must be hydrodynamically lubricated at a constant rate. The lower seal unit, between the pump and oil chamber, shall contain one stationary and one positively driven rotating corrosion resistant tungsten carbide ring. The upper seal unit, between the oil sump and motor housing, shall contain one stationary and one positively driven rotating

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corrosion resistant tungsten carbide ring. Each interface shall be held in contact by its own spring system. The seals shall require neither maintenance nor adjustment but shall be easily inspected and replaceable. The seals shall be capable of operating in either clockwise or counterclockwise direction without damage or loss of seal.

The following seal types shall not be considered acceptable or equal to the dual independent seal specified: shaft seal without positively driven rotating members, or conventional double mechanical seals containing either a common single or double spring acting between the upper and lower units. Cartridge type seal systems shall not be acceptable.

Each pump shall be provided with an oil chamber for the shaft sealing system. The oil chamber shall be designed to prevent overfilling and to provide lubricant expansion capacity. The drain and inspection plug, with positive anti-leak seal shall be easily accessible from the outside. The seal system shall not rely upon the pumped media for lubrication. The motor shall be able to operate continuously while non-submerged without damage while pumping under load.

F. BEARINGS

The pump shaft shall rotate on at least two permanently lubricated bearings with an L-10 bearing life of 50,000 hours when operating at any usable portion of the pump curve at maximum product speed. The upper motor bearing shall be a single ball type bearing to handle radial loads. The lower bearing shall be a two-row angular contact ball bearing to handle the thrust and radial forces. Single row lower bearings shall not be acceptable.

G. PUMP SHAFT

Pump and motor shaft shall be the same unit. The pump shaft is an extension of the motor shaft. Couplings shall not be acceptable. The pump shaft shall be carbon steel C1035 and completely isolated from the pumped liquid or AISI type 431 stainless steel.

H. IMPELLER

The impeller shall be of gray cast iron, Class 35B, dynamically balanced, double-shrouded, non-clogging design having a long thrulet without acute turns. The impeller shall be capable of handling solids, fibrous materials, heavy sludge and other matter found in normal sewage applications. The impeller shall be of a full vane design. The pump manufacturer shall, upon request, furnish mass moment of inertia data for the proposed impeller. The impeller shall be capable of passing a minimum 3-inch solid sphere. The fit between the impeller and the shaft shall

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be a sliding fit with one key.

I. VOLUTE

The pump volute shall be a single piece gray cast iron, ASTM A-48, Class 35B, non-concentric design with smooth passages of sufficient size to pass any solids that may enter the impeller. Minimum inlet and discharge size shall be as specified.

A wear ring shall be installed to provide efficient sealing between the volute and impeller. The wear ring shall be a stationary ring made of nitrile rubber molded with a steel ring insert, which is drive fitted to the volute inlet and rotating stainless steel AISI 304 ring which is drive fitted to the impeller skirt.

J. MOTOR DESIGN

The pump motor shall be a NEMA B design, induction type with a squirrel cage rotor, shell type design, housed in an oil filled, watertight chamber. The stator windings shall be insulated with moisture resistant Class H insulation rated for 180°C (356°F). The stator shall be heat-shrink fitted into the cast iron stator housing. The use of multiple step dip and bake-type stator insulation process is not acceptable. The use of bolts, pins or other fastening devices requiring penetration of the stator housing is not acceptable. The motor shall be designed for continuous duty handling pumped media of 40°C (104°F) and capable of up to 15 evenly spaced starts per hour. The rotor bars and short circuit rings shall be made of cast aluminum. Thermal switches set to open at 125°C (260°F) shall be embedded in the stator lead coils to monitor the temperature of each phase winding. These thermal switches shall be used in conjunction with and supplemental to external motor overload protection and shall be connected to the control panel. The junction chamber shall be sealed off from the stator housing and shall contain a terminal board for connection of power and pilot sensor cables using threaded compression type terminals. The use of wire nuts or crimp-type connectors is not acceptable. The motor and the pump shall be produced by the same manufacturer.

1. The combined service factor (combined effect of voltage, frequency and specific gravity) shall be a minimum of 1.15. The motor shall have a voltage tolerance of plus or minus 10%. The motor shall be designed for operation up to 40°C (104°F) ambient and with a temperature rise not to exceed 80°C. A performance chart shall be provided upon request showing curves for torque, current, power factor, input/output kW and efficiency. This chart shall also include data on starting and no-load characteristics.
2. The power cable shall be sized according to the NEC and ICEA standards and shall be of sufficient length to reach the junction box without the need of any splices. The outer jacket of the cable shall be oil resistant chloroprene rubber. The motor and cable shall be capable of continuous submergence underwater without loss of watertight integrity to a depth of 65 feet.
3. All pump motors shall be FM approved (Explosion Proof) rated for use in Class

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1, Groups C & D, Division 1 hazardous locations.

4. The motor horsepower shall be adequate so that the pump is non-overloading throughout the entire pump performance curve from shut-off through run-out.

K. PROTECTION

All stators shall incorporate thermal switches in series to monitor the temperature of each phase of the winding. Should high temperature occur, the thermal switches shall open, stop the motor, and activate an alarm.

A leakage sensor shall be provided to detect water in the stator chamber or pump seal chamber. The Float Leakage Sensor (FLS), a small float switch, shall be used to detect the presence of water in the stator chamber. When activated, the FLS will stop the motor and activate an alarm.

EXECUTION

A. INSTALLATION OF EQUIPMENT

For Lift Station #2 - the Vendor shall install equipment as required by the drawing in Appendix A, and by the manufacturer's written installation instructions and approved shop drawings unless otherwise directed by the Engineer.

All other pumps and equipment shall be delivered to the City.

B. SPARE PARTS

The following spare parts shall be supplied by the contractor for each of the pump stations:

- (1) Set of upper and lower shaft seals
- (1) Set of upper and lower bearings
- (1) O-ring kit
- (1) Volute wear ring
- (1) Impeller wear ring
- (1) Oil inspection port O-ring

C. PUMP TEST

1. The pump manufacturer shall perform the following inspections and tests on each pump before shipment from factory:
 - a. Impeller, motor rating and electrical connections shall first be checked for compliance to the customer's purchase order.

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- b. A motor and cable insulation test for moisture content or insulation defects shall be made.
 - c. Prior to submergence, the pump shall be run dry to establish correct rotation and mechanical integrity.
 - d. The pump shall be run for 30 minutes submerged under a minimum of six (6) feet under water.
 - e. After operational test No. 4, the insulation test (No. 2) is to be performed again.
2. A written report stating the foregoing steps have been done shall be supplied with each pump at the time of shipment upon request.
 3. The pump cable end will be sealed with a high-quality protective covering, to make it impervious to moisture or water seepage prior to electrical installation.

WARRANTY

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

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BID PROPOSAL FORM

TO: City of Panama City Beach, Florida SUBMITTED: _____, **202**__.

PCB22-62 Submersible Pumps

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

The Bidder proposes and agrees, if this proposal is accepted, to contract with the **City of Panama City Beach** for the firm fixed unit prices as listed on vehicle for **PCB22-62 ITB Submersible Pumps** bid specifications in complete accord with the described and reasonably intended requirements of the Invitation to Bid to the satisfaction of the City.

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

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Bid Amount</u>
1	Furnish and Install New 15.4 hp submersible pumps, with base elbow, pump pedestal, and piping connections for PCB LS#2, dry pit configuration	EA	2	\$_____	\$_____
2	Furnish New 20 hp pumps for PCB LS #110	EA	2	\$_____	\$_____
3	Furnish New 15 hp pumps for PCB LS #105	EA	2	\$_____	\$_____
4	Furnish New 25 hp pumps for PCB LS #28	EA	2	\$_____	\$_____
5	Furnish New 47 hp pumps for PCB LS #128	EA	2	\$_____	\$_____
6	Rail Adaptor Couplings	EA	1	\$_____	\$_____
7	Belzona Coating – Impeller and Volute (One Pump)	EA	1	\$_____	\$_____

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8	Furnish New 4 HP Flygt PP 4640 submersible horizontal propeller pump (Wall Pump mixer)	EA	1	\$ _____	\$ _____
9	Furnish New 15 HP Flygt PP 4660 submersible horizontal propeller pump (Wall Pump mixer)	EA	1	\$ _____	\$ _____

NOTE:

1. BIDS shall exclude Florida sales tax. Sales Tax Exemption Certificate can be provided upon request.
2. City may award more than one contract based on price, qualifications and/or original equipment manufacturer affiliations.
3. Equivalent for Bid Items 8 and 9 must include the lifting/guide system if not compatible with the Flygt Propeller Pump lifting/guide system.

BIDDER:

Name of Business

Name of Bidder

Address

Phone Number

Address

Date

[END OF BID PROPOSAL FORM]

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>. 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(s); provided, that the City may award the contract to a Bidder(s) other than the lowest Bidder should it find the lowest Bidder(s) does not offer the reliability, quality of service or product afforded by such other Bidder(s).

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.

CONE OF SILENCE: Potential bidders and their agents must not communicate in any way with the City Council, County Manager or any City staff other than Purchasing Manager in reference or relation to this solicitation. This restriction is effective from the time of bid advertisement until an award is made by City Council. Such communication may result in disqualification.

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 boards or committees. Bidders must disclose the name of any officer or employee of City, boards or committees 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 and or service 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.

DEVIATION FROM SPECIFICATION - Any deviation from specifications must be clearly stated, explained in detail and accepted by the City Manager in writing. Otherwise, items offered are expected to be in strict compliance with specifications and the successful Bidder shall be held accordingly.

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.

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INDEMNIFICATION: 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. The covenants contained in this paragraph shall survive the termination of this Agreement.

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 "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.

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

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 shall certify 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.

PCB22-62 ITB SUBMERSIBLE PUMPS

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.

OPTIONAL CONTRACT USAGE BY OTHER GOVERNMENTAL AGENCIES: All Bidders submitting a response to this Request for Bid agree that such response also constitutes a proposal to other Florida governments under the same conditions, for the same contract price, and for the same effective period, should the Bidder feel it is in their best interest to do so.

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).

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.

PCB22-62 ITB SUBMERSIBLE PUMPS

If the City rejects all Bids or replies submitted in response to a competitive solicitation and the City concurrently provides notice of its intent to reissue the competitive solicitation, the rejected Bid or replies remain exempt from Section 119.07(1) and Section 24(a) of the State Constitution until such time as the City provides notice of an intended decision concerning the reissued competitive solicitation, or until the City withdraws the reissued competitive solicitation. A Bid, proposal, or reply is not exempt for longer than 12-months after the initial agency notice rejecting all Bids, Bids or replies.

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

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

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

If the Bidder has questions regarding the application of Chapter 119 Florida Statutes, to the Bidder's duty to provide public records relating to this contract, contact the custodian of public records at the City of Panama City Beach City Clerk, 17007 Panama City

Beach Parkway, Panama City Beach, Florida 32413; 850-233-5100 or CityClerk@pcbfl.gov.

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

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

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.

TERM: Unless terminated sooner pursuant to the provision of the Termination clauses contained in paragraph 5, and subject to the availability of funds appropriated for this purpose, this Agreement shall take effect upon its execution by the parties and continue for a period of one year,.

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

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

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

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

BIDDER SIGNATURE

[END OF DRUG-FREE WORKPLACE]

PUBLIC ENTITY CRIMES FORM

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

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

1. This sworn statement is submitted to _____

by _____

For _____

Whose business address is

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

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

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

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

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

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

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

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

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

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

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

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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.]

PCB22-62 ITB SUBMERSIBLE PUMPS

By: _____

Print name: _____

Its: _____

Sworn to and subscribed before me this _____ day of _____, 202__

Personally known _____ OR Produced identification _____

Notary Public- State of _____

My commission expires _____

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

[END OF PUBLIC ENTITY CRIMES]

CITY OF PANAMA CITY BEACH

E-VERIFY FORM

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

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

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

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

STATE OF _____

COUNTY OF _____

Authorized Signature

Printed Name

Title

Name of Entity/Corporation

PCB22-62 ITB SUBMERSIBLE PUMPS

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

Notary Public

My Commission Expires: _____
NOTARY SEAL ABOVE

Printed Name

[END OF E-VERIFY FORM]

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA)
COUNTY OF _____)

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

Affiant

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

Notary Public

Printed Name

CONFLICT OF INTEREST STATEMENT

Check one:

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

or

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

LITIGATION STATEMENT

Check One:

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

or

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

COMPANY: _____

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

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

PCB22-62 ITB SUBMERSIBLE PUMPS

NOTICE TO AWARD

TO: _____

PRODUCT DESCRIPTION:

PCB22-62 SUBMERISBLE PUMPS

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

You are hereby notified that your Bid for in the not to exceed unit Bid price for Submersible Pumps in the amount(s) of \$_____

and 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 _____, 20.

[REMIANDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

PCB22-62 ITB SUBMERSIBLE PUMPS

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]

SUBMERSIBLE PUMPS AGREEMENT

THIS AGREEMENT for SUBMERSIBLE PUMPS is made and entered into this _____ day of _____, 2022, by and between the **CITY OF PANAMA CITY BEACH, FLORIDA**, a municipal corporation (City) and _____ (Vendor).

PREMISES

1. SCOPE OF SERVICES

Vendor will deliver requested Submersible Pumps on an as-needed basis, as more particularly described in the Specifications.

2. COMPENSATION

As compensation for the product contemplated herein and performance rendered by Vendor of its duties and obligations hereunder, City shall pay Vendor according to the not to exceed unit bid price submitted on **PCB22-62 ITB SUBMERSIBLE PUMPS**. The City shall pay to the Vendor required by this Agreement, at the BID PRICE contained in the Vendor’s cost proposal.

3. PAYMENT

Vendor will invoice for payment to the City when the delivery, satisfactory inspection and acceptance of the water meter has been received. The invoice shall be delivered to accounts payable at City Hall, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413.

4. TERM

Unless terminated sooner pursuant to the provision of the Termination clauses and subject to the availability of funds appropriated for this purpose, this Agreement shall take effect on the executed date of award with the prices good for a period of one (1) year .

5. COMPLIANCE WITH LAWS.

The Vendor shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Vendor shall always observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees. The Vendor shall protect and indemnify City of Panama City Beach and all its officers, agents, servants, or employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by Vendor, its representatives, subcontractors, sub-consultants,

professional associates, agents, servants, or employees. Additionally, Vendor shall obtain and maintain at its own expense all licenses and permits to conduct business pursuant to this contract from the federal government, State of Florida, Bay County, or municipalities when legally required, and maintain same in full force and effect during the term of the contract.

6. 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. The covenants contained in this paragraph shall survive the termination of this Agreement.

7. 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 "A."

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

8. ATTORNEY'S FEES

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

9. REMEDIES

In the event of failure of the Vendor to deliver services in accordance with the contract terms and conditions, the City, after due written notice, may procure the services from other sources and hold the Vendor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the City may have. Failure to cure a breach of a material term hereunder within Twenty-

four (24) hours of Vendor's receipt of written notice thereof shall entitle the City to terminate this Agreement. All rights and remedies conferred upon the parties in this Agreement shall be cumulative and in addition to those available under the laws of the State of Florida.

10. CHOICE OF LAW & VENUE

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

11. ASSIGNMENT

This Agreement is not assignable

12. SEVERABILITY

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

13. MODIFICATIONS

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

14. WARRANTY

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

15. WAIVER

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

16. NOTICES

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

- A. As to City:

PCB22-62 ITB SUBMERSIBLE PUMPS

City Representative: Drew Whitman

Title/Position: City Manager

17007 Panama City Beach Pkwy., PCB, FL 32413

Phone: 850-233-5100

B. As to Vendor:

Contract Representative: _____

Title/Position: _____

Email address: _____

Mailing address: _____

Phone/Cell: _____

17. AGREEMENT

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

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

- ADVERTISEMENT FOR BIDS
- INFORMATION FOR BIDDERS
- SPECIFICATIONS
- BID PROPOSAL FORM
- TERMS AND CONDITIONS
- CERTIFICATION REGARDING LOBBYING STATEMENT UNDER SECTION 287.087, FLORIDA STATUTES, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS
- PUBLIC ENTITY CRIMES STATEMENT
- NON-COLLUSION AFFIDAVIT
- E-VERIFY
- NOTICE OF AWARD
- AGREEMENT
- EXHIBIT A
- APPENDIX A
- APPENDIX B

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

Signed in the presence of: Vendor

Witness 1 _____

(Print Name): _____

By: _

Witness 2 _____

(Print Name): _____

ATTEST:

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

a municipal corporation

City Clerk

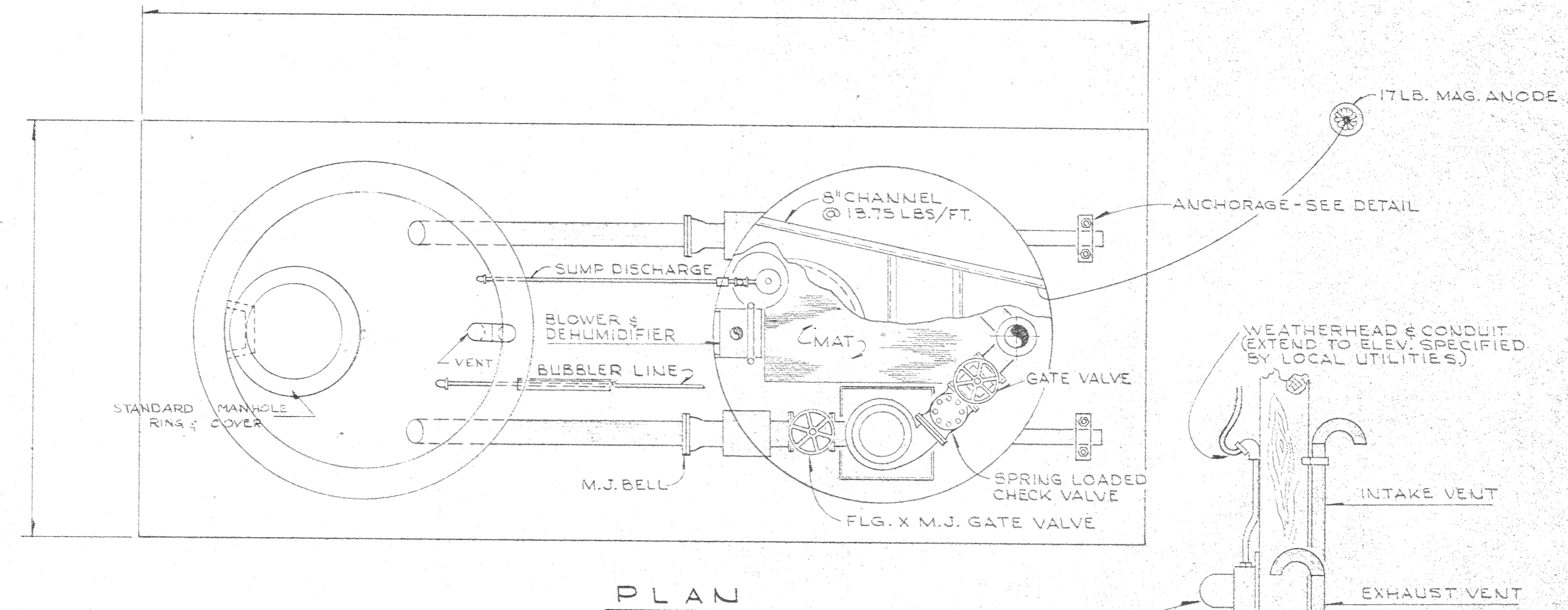
By: _____
Drew Whitman , City Manager



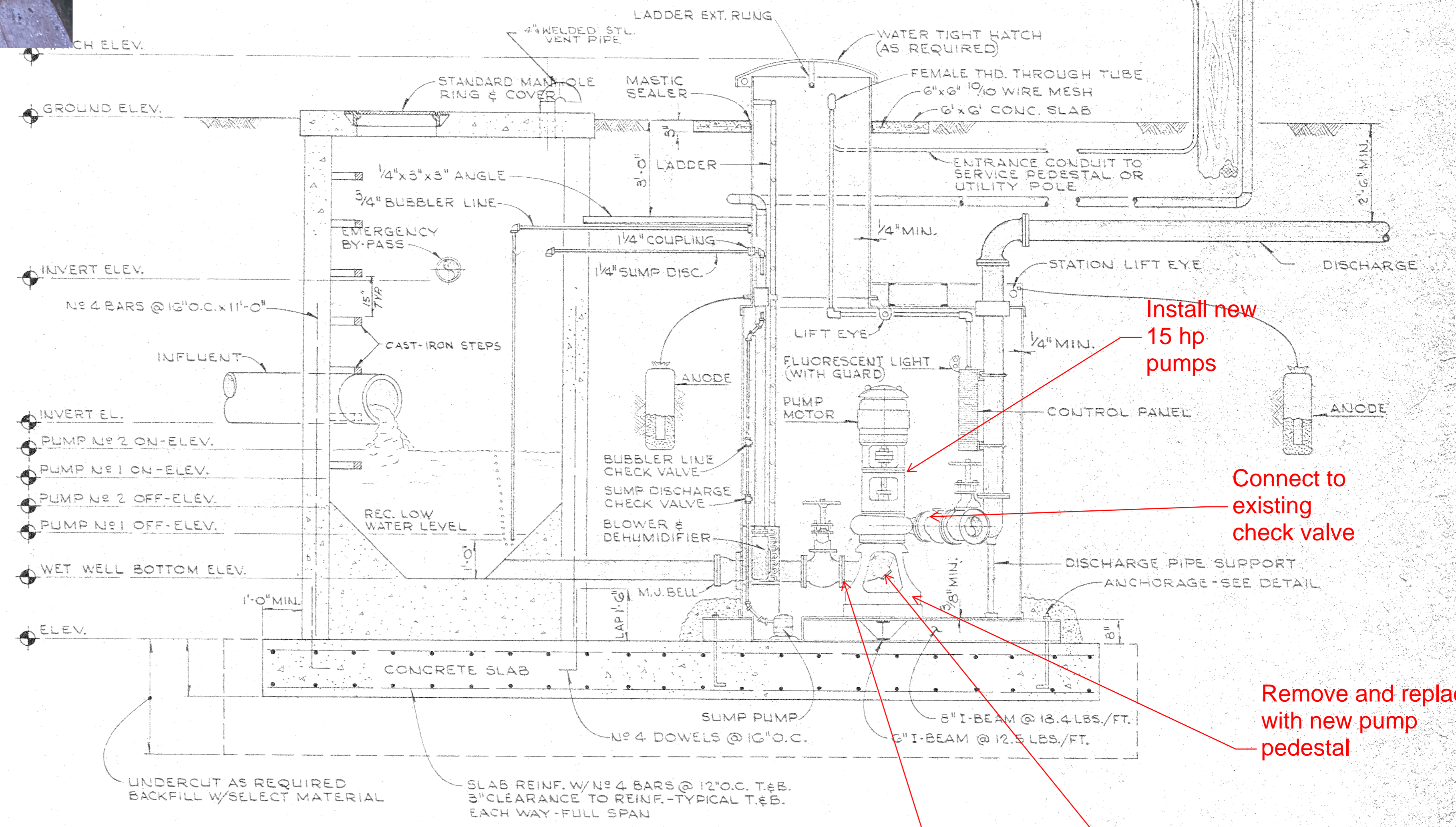
Existing New Pad for Pump #1



Existing Pump #2



PLAN



SECTION AT STATION AND WET WELL
(SINGLE SPEED OPERATION)

Pump Replacement Notes:

- Vendor to perform field fit of new pump discharge and base elbows to existing suction and discharge piping. Vendor responsible for all measurements for replacement items, including sizing of pedestal.
- Vendor to install Pump #1 first and place it into service prior to installation of Pump #2. One pump in the drywell must remain operational at all times.
- For Pump #1, Vendor to install pump pedestal on existing concrete pad using epoxy anchor system. Anchor system to be based on manufacturer's recommendation for a submersible dry pit installation.
- For Pump #2, Vendor to install housekeeping pad and pump pedestal using epoxy anchor system. Anchor system to be based on manufacturer's recommendation for a submersible dry pit installation. Submit shop drawing of housekeeping pad with pump submittals.
- Connection of new pump to pedestal to follow manufacturer's recommendation for a submersible dry pit installation.
- All new piping components to be lined with Protecto 401.
- Vendor to coat pedestal and new piping per PCB standards.

Install new 15 hp pumps

Connect to existing check valve

Remove and replace with new pump pedestal

Connect to existing valve

Install new base elbow

GENERAL NOTES:

1. ALL ELEVATIONS ARE TO MEAN SEA LEVEL DATUM.
2. WHERE REQUIRED LIFT STATION SLABS SHALL BE UNDERCUT AND BACKFILL WITH SAND OR OTHER SELECT MATERIAL.
3. LIFT STATIONS HAVING A HATCH ELEVATION BELOW 11.3' M.S.L. SHALL BE PROVIDED WITH A WATER TIGHT COVER.
4. LIFT STATION OVERFLOW BYPASS LINE SHALL BE LOCATED 30" BELOW THE TOP OF THE WET WELL OR IN A MANHOLE NEAR A WATER COURSE AT AN ELEVATION WHICH WILL ALLOW BY PASS WITH OVERFLOW OF THE WET WELL.
5. SOME LIFT STATIONS HAVE BEEN OVERSIZED TO ALLOW FOR FUTURE EXPANSION. (MANUFACTURER SHOULD PROVIDE REDUCERS ON SUCTION AND DISCHARGE LINES TO FACILITATE FUTURE EXPANSION OF PUMPS AND APPURTENANCES.)
6. FUSED DISCONNECTS SHOULD BE PROVIDED ON SERVICE POLE IF NOT PROVIDED AS STANDARD BY LIFT STATION MFG'R.
7. LOCK SHALL BE PROVIDED ON HATCH. (DUSTPROOF TYPE)
8. INSTALLATION OF LIFT STATION, WETWELL AND BYPASS HEADWALL & FLAP VALVE AS SHOWN SHALL BE INCLUDED IN LUMP SUM BID PRICE FOR LIFT STATION

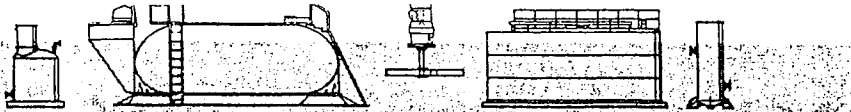
REVISIONS					PROJECT NO.	
REV	DATE	REVISION	DESCRIPTION OR LOCATION	CHANGED BY	APPROVED BY	
A						
B						
C						
D						

WAINWRIGHT ENGINEERING CO.	
CONSULTING ENGINEERS	
702 S. FOSTER ST.	
DOTHAN, ALABAMA	
DESIGNED: [Signature]	DATE: 5/23/06
CHECKED: [Signature]	DATE: [Blank]
SCALE: [Blank]	SHEET 27 OF 40 SHEETS

Appendix A

Lift Station #2 Installation Sketch

44-002-16/15
37

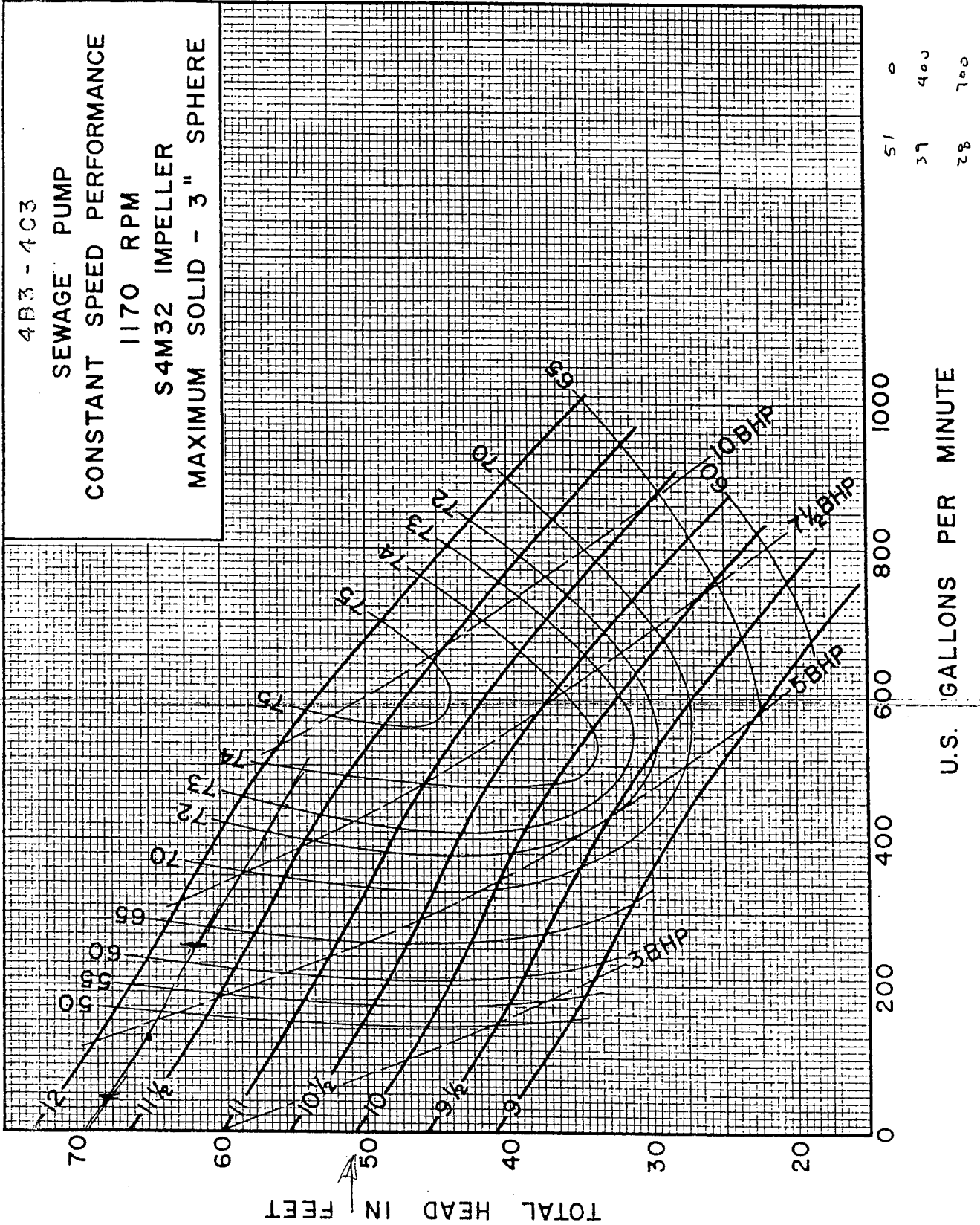


Smith & Loveless Engineering Data

A Division of Ecodyne Corporation • Main Plant: Lenexa, Kansas 66215

Pump Performance Curves
 Constant Speed
 4B3
 1170 RPM

LS #2 Existing Pumps



#105

FLYPS2.19.5.0 (20031201)



PERFORMANCE CURVE

PRODUCT
NP3153.180

TYPE
HT

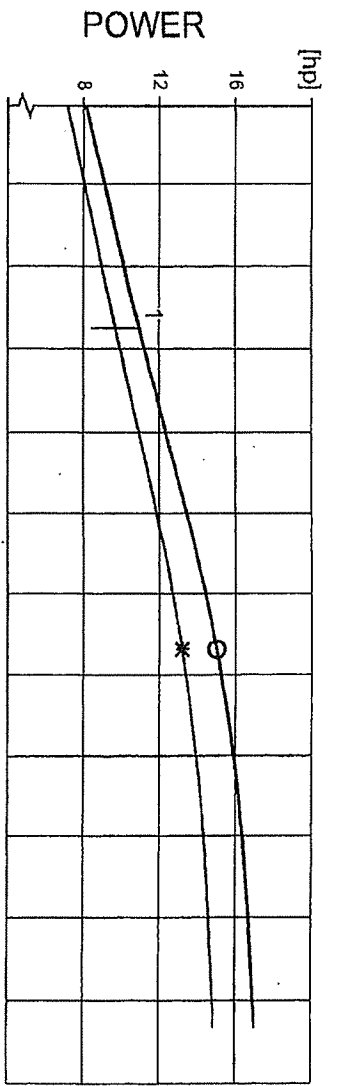
DATE: 2004-11-22

PROJECT: *Seuchelles*

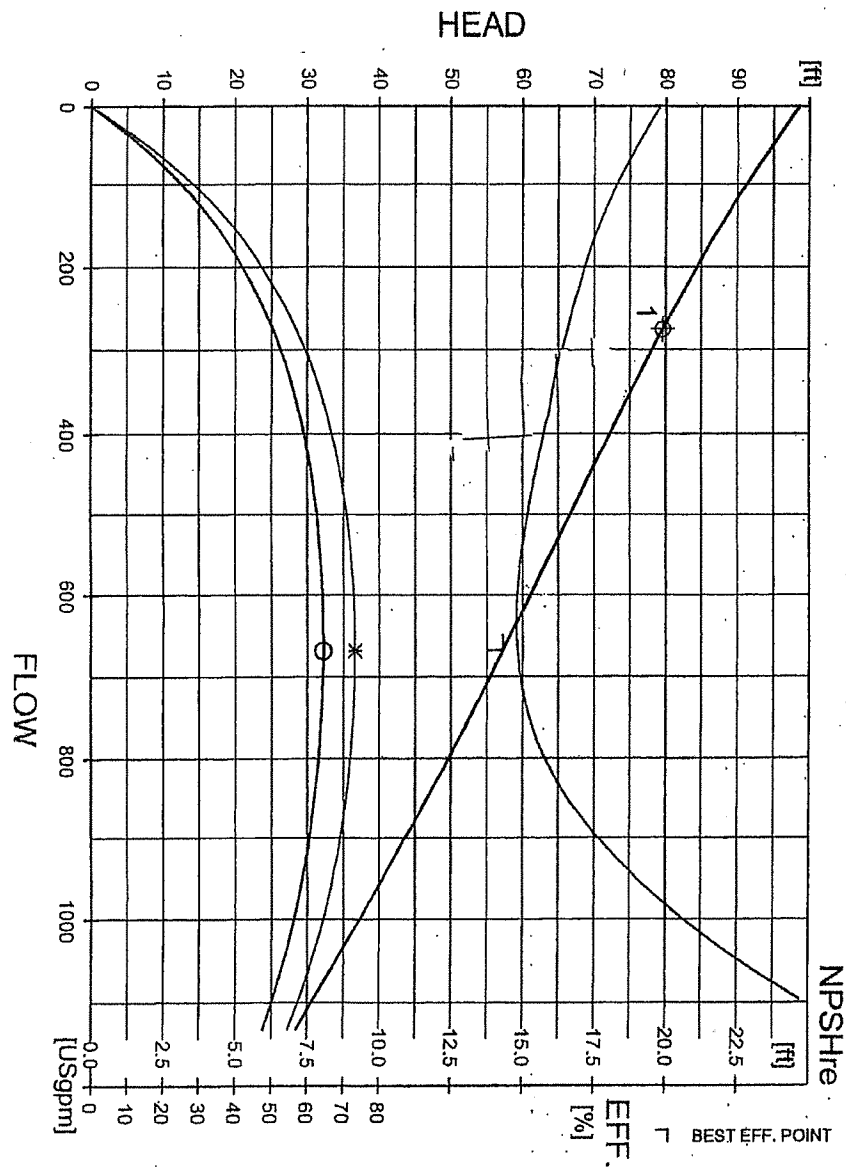
CURVE NO: 63-456-00-4550

ISSUE: 5

POWER FACTOR	0.82	0.77	0.65	RATED POWER	15	hp
EFFICIENCY	87.5 %	88.5 %	88.0 %	STARTING CURRENT	228	A
MOTOR DATA				RATED CURRENT	39	A
COMMENTS				RATED SPEED	1755	rpm
				TOT.MOM.OF INERTIA	0.075	kgm ²
				NO. OF BLADES	2	
				MOTOR #	229	mm
				IMPELLER DIAMETER		
				STATOR VOLTAGE	05V//	
				FREQ.	21-15-4AA	REV
				PHASES	60 Hz	11
				VOLTAGE	3	POLES
				RATIO	230 V	4



DUTY-POINT	FLOW [USgpm]	HEAD [ft]	POWER [hp]	EFF. [%]	NPSHreq [ft]
1	275	79.6	11.0 (9.7)	50.5 (57.0)	16.6
B.E.P.	699	57.3	15.1 (13.3)	84.5 (73.3)	14.9



NPSHre = NPSH3% + min. operational margin
Performance with clear water and ambient temp 40 °C



CURVE

ps 28

USFilter EMU Sewage Pumps

Selection list: ---

Catalog: USFILTER EMU PUMPS VERS 4.3

Search Criteria:
 Flow: --- US gpm
 Head: --- ft
 Tolerance: --- % of head

Pump: FA 102
 Type: NON-CLOG
 Synch speed: 1800 rpm
 Speed: 1740 rpm
 Dia: 282 mm
 Curve no.: 1 Blade

Fluid: Water
 Temperature: 60 °F
 SG: 1
 Viscosity: 1.105 cP
 Vapor pressure: 0.2563 psi a
 Atm pressure: 14.7 psi a

Specific Speeds
 Ns: --- Nss: ---

NPSHa: --- ft

Dimensions:
 Suction: 4 in Discharge: 4 in

Advanced Criteria:
 Preferred Operating Area: ---
 Secondary Operating Point: ---
 Max temperature: --- °F
 Max suction pressure: --- psi g
 Max sphere size: --- in
 Max power: --- bhp
 Max suction specific speed: --- (Nss)
 Min trim: --- % of max diameter
 Min head rise: --- % to shutoff

Pump Limits:
 Temperature: 104 °F
 Pressure: --- psi g
 Sphere size: 3.15 in
 Power: --- bhp

Motor: Consult vendor

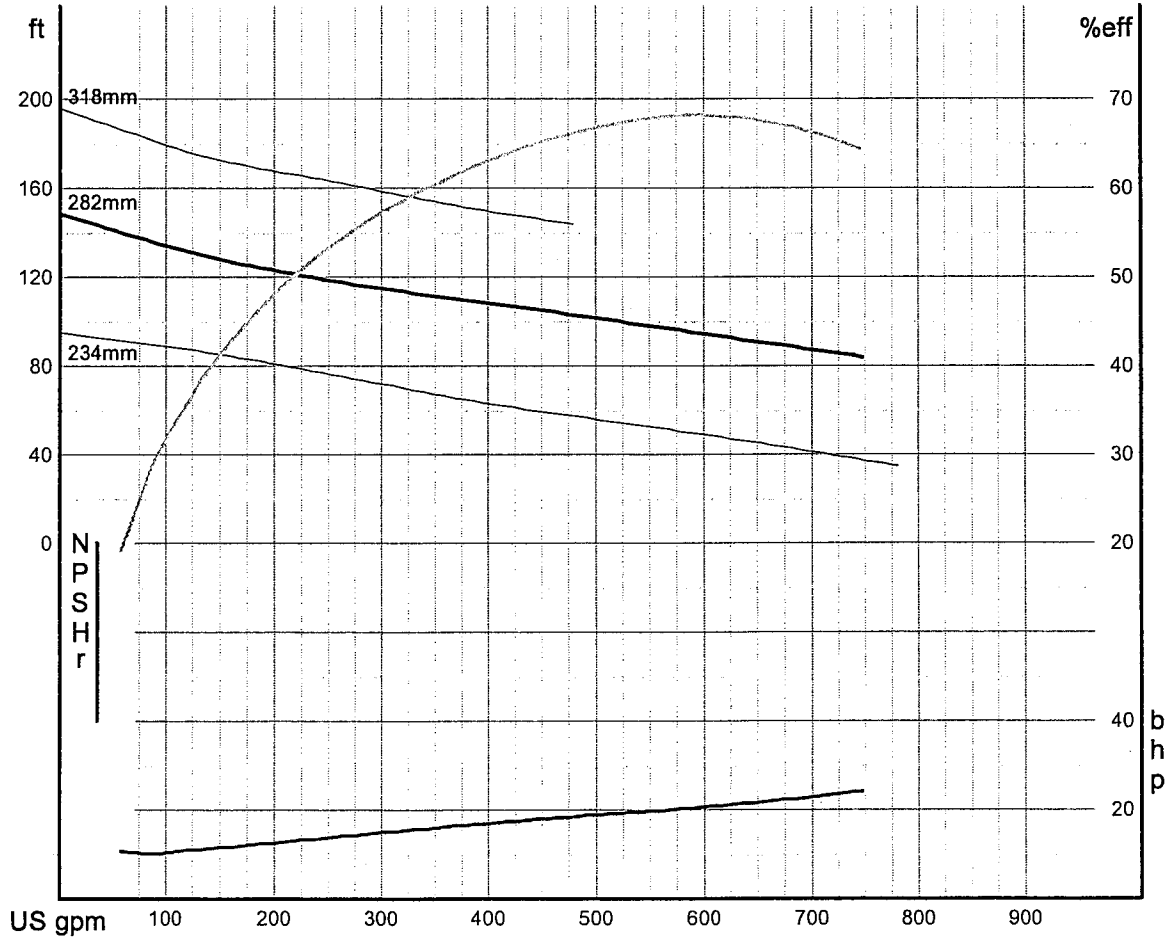
LS #28 Existing Pumps

Curve Corrections: none

--- Data Point ---
 Flow: 475 US gpm
 Head: 102 ft
 Eff: 66%
 Power: 18.5 bhp
 NPSHr: --- ft

-- Design Curve --
 Shutoff Head: 148 ft
 Shutoff dP: 63.8 psi
 Min Flow: --- US gpm
 BEP: 68% eff
 @ 561 US gpm
 NOL Pwr: 24.2 bhp
 @ 740 US gpm

-- Max Curve --
 Max Pwr: 26.3 bhp
 @ 475 US gpm



148 0

110 400

90 650

P.S. # 28

ps 28

USFilter EMU Sewage Pumps

Selection list: ---

Catalog: USFILTER EMU PUMPS VERS 4.3

Pump: FA 102

Performance Evaluation:

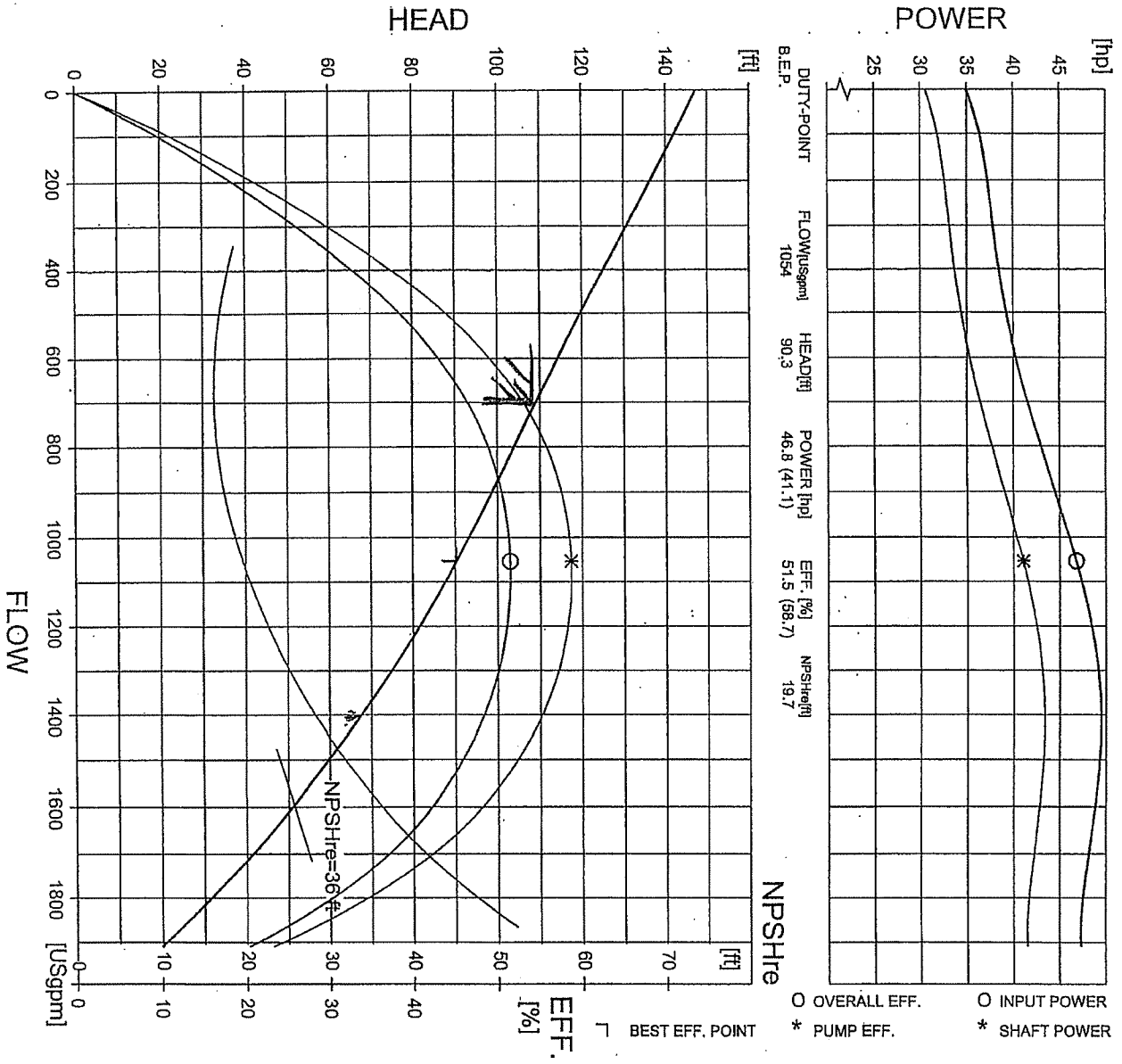
Flow US gpm	Speed rpm	Head ft	Pump %eff	Power bhp	NPSHr ft	Motor %eff	Motor kW	Hrs/yr	Cost /kWh
710	1740	85.2	65	23.5	---				
592	1740	93.6	67	20.7	---				
474	1740	102	66	18.5	---				
355	1740	110	60	16.2	---				
237	1740	119	52	13.6	---				

LS #128 Existing Pumps

#128

FLYPS3.1.6.2 (20060531)

FLYGT		PERFORMANCE CURVE				PRODUCT	CP3201.091	TYPE	HT	
DATE	2008-08-19	PROJECT	Magnolia Beach P.S.			CURVE NO	63-457-00-5350	ISSUE	8	
POWER FACTOR	0.89	1/4-LOAD	3/4-LOAD	1/2-LOAD	RATED	IMPELLER DIAMETER	300 mm			
EFFICIENCY	87.5 %	0.86	0.86	0.80	POWER STARTING CURRENT ...	MOTOR #	27-26-4AA	STATOR 37YSER	REV 11	
MOTOR DATA	---	87.5 %	---	86.0 %	RATED CURRENT ...	FREQ.	60 Hz	PHASES 3	VOLTAGE 460 V	POLES 4
COMMENTS	700 GPM @ 1091 TDH				INLET/OUTLET	1/6 inch	GEAR TYPE	RATIO		
					IMP. THROUGHLET	3.9 inch				
					RATED SPEED TOT.MOM. OF INERTIA ...	1755 rpm				
					NO. OF BLADES	1				



NPSHr = NPSH3% + min. operational margin
 Performance with clear water and ambient temp 40 °C



Initial Page: _____ Owner _____ Contractor

Setup Page:

(do not delete) (not for printing)

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

Insert Type of Company:

Successful Bidder

Insert Your Company Name Here:

City of Panama City Beach

Insert Your Exhibit:

Exhibit A

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

INSURANCE REQUIREMENTS:

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

Initial Page: _____ Owner _____ Contractor

Exhibit A

INSURANCE REQUIREMENTS

SECTION 1: DEFINITIONS

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

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

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

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

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

SECTION 2: STANDARD INSURANCE COVERAGES

Successful Bidder shall comply with the following:

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

2.1. Commercial General Liability Insurance Coverages:

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

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

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

Initial Page: _____ Owner _____ Contractor

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

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

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

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

2.2. Workers Compensation

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

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

Policy coverage terms and conditions to include:

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

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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: **Yes**

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:

- **\$5,000,000 Each Occurrence**
- **\$5,000,000 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.**

Initial Page: _____ Owner _____ Contractor

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

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

Deductibles/Denial of Claims:

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

Leased Successful Bidder Employee Liability

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

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

Insurer Requirements

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

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

Initial Page: _____ Owner _____ Contractor

Certificate of Insurance

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

Sub-subcontractor/Sub-Vendor

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

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

Notice of Cancellation

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

Additional Insureds

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

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

Waiver of Subrogation

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

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

Initial Page: _____ Owner _____ Contractor

Insurance Policy Review/Exclusions/Copies

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

Claims-Made Policies

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

Effect of Specified Coverages

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

Breach of Insurance Requirements

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

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

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

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

City of Panama City Beach

Endorsements to be attached:

General Liability	Endorsement #	Edition Dates	Carrier	Policy #'s to be listed
Added Insured - Ongoing Operations	CG 20 10	All	ISO Standard or Equal	Yes
Added Insured – Completed Operations	CG 20 37	All	ISO Standard	Yes
Waiver of Subrogation	CG 24 04		ISO Standard	
Primary & Non-Contributory	CG 20 01		ISO Standard	
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 | Address |
| Our Subcontractor - Not the PEO | 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.	Endorsement No.
Insured		Policy Number Required	Premium \$
Required			
Insurance Company	Countersigned by _____		
Required			

WC 00 03 01 A
(Ed 2-89)