



INVITATION TO BID
PCB22-85 POLICE IMPOUND YARD BUILDING
EXTERIOR UPGRADE

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

Date of Issue: October 12, 2022
Responses Due: November 14, 2022

PCB22-85 ITB POLICE IMPOUND YARD BUILDING EXTERIOR UPGRADE

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**IMPOUND BUILDING EXTERIOR UPGRADE
FOR PANAMA CITY BEACH POLICE DEPT**

**BID SET
OCTOBER 12, 2022**

SECTION 00 01 00 – ADVERTISEMENT FOR BIDS

NOTICE TO RECEIVE SEALED BIDS – PCB 22-85 ITB

**IMPOUND BUILDING EXTERIOR UPGRADE FOR PANAMA CITY BEACH POLICE
DEPARTMENT**

This project, located at 17121 Panama City Beach Parkway, Panama City Beach, 32413, includes the following: Removal of existing wood siding, installation of new wood sheathing, vapor barrier, cement board siding and trim. The exterior is to be repainted. Three roll-up doors and one personnel door are also to be provided and installed. The Contractor shall provide all materials, equipment, and labor to complete the project.

Bid Documents may be downloaded online at www.demandstar.com or the City’s website at <https://www.pcbfl.gov/about-us/rfp-posts-list> or by contacting the Purchasing Manager at purchasing@pcbfl.gov starting on October 12, 2022. The bid must conform to Section 287.133(3) Florida Statutes, with respect to Public Entity Crimes.

Bids will be received until **2:00 pm Central Time, on November 14, 2022** and will be opened and read publicly immediately thereafter. Bids may be submitted electronically through the DemandStar Bid portal. Emailed submissions will not be accepted. Alternatively, paper Bids (one original, one copy, one electronic copy-USB preferred) shall be submitted in an envelope clearly marked “**Sealed Bid PCB 22-85 ITB – Impound Building Exterior Upgrade for Panama City Beach**”. Receipt of a paper bid by any Panama City Beach office, receptionist or personnel other than the City Hall front reception 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 delivered or mailed to: City of Panama City Beach City Hall, Attn: Purchasing Manager, 17007 Panama City Beach Parkway, Panama City Beach, FL 32413.

A Bid Bond in the amount of 5% of the total amount of the Bid shall accompany the Bid. The City of Panama City Beach (“City”) reserves the right to reject any and all Bids. All Bids shall be firm (including all labor and material prices) for a period of **30** days after opening.

All interested persons are invited to respond. The City shall award the Contract to the lowest responsive and responsible bidder; provided, however, the City reserves the right to award the Contract to a Bidder who is not the lowest bidder if the City determines in its reasonable discretion that the lowest bidder does not offer the reliability, quality of service, or product afforded by such other Bidder.

A mandatory Pre-Bid meeting and tour of existing site will be held at **10:00 am Central Time, on November 3, 2022 in the Panama City Beach Council Chamber, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413.** Virtual participation will not be permitted.

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

Bidders must submit all questions, if any, in writing at least seven (7) days prior to the Bid Date.

If necessary, questions will be answered as Addenda and will be issued to the Contract Documents and posted on the City's website and DemandStar. It is the sole responsibility of the Bidder to determine if any Addenda have been issued. The due date for questions will be by the close of business on November 7, 2022. Any and all questions shall be directed in writing to City of Panama City Beach Purchasing Manager Carrie Jagers, 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.

Advertisement Dates: **October 19 and October 26, 2022**

*Notice to Publisher – Please forward the original “Proof of Publication” and the invoice to:
City of Panama City Beach
17007 Panama City Beach Parkway
Panama City Beach, Florida 32413*

END OF SECTION 00 01 00

**IMPOUND BUILDING EXTERIOR UPGRADE
FOR PANAMA CITY BEACH POLICE DEPT
BID SET
OCTOBER 12, 2022**

SECTION 00 02 00 – INFORMATION FOR BIDDERS

BIDS will be received by City of Panama City Beach City Hall (herein called the "OWNER"), at **2:00 pm Central Time, November 14, 2022 at City of Panama City Beach City Hall, 17007 Panama City Beach Parkway, Panama City Beach, Florida** then opened and read publicly promptly thereafter.

Each BID must be submitted in a sealed envelope addressed to **City of Panama City Beach, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413**. Each sealed envelope containing a BID must be plainly marked on the outside as "**Sealed Bid PCB 22-85 ITB Impound Building Exterior Upgrade for Panama City Beach Police Department**" and the envelope should bear on the outside the BIDDER'S name, address and license number if applicable, and the name of the project for which the BID is submitted.

Bidders are advised that <http://www.demandstar.com> is one of the sourcing methods of notices, addendum, bids and other documented communications. City of Panama City Beach is not under any obligation and does not guarantee that Bidders will receive email notifications concerning the posting, amendment or close of solicitations. Vendors are responsible to check <http://www.demandstar.com> for information and updates concerning solicitations or contact the Purchasing Manager on the information listed above.

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted. **Paper bids require two complete BID responses (One (1) original and one (1) copy) along with one (1) electronic copy (USB Preferred).**

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

1. An executed Bid Proposal Form – Section 00 03 00
2. The required Bid Bond – Section 00 04 00
3. Conflict of Interest Statement – Section 00 09 20
4. Non-Collusion Affidavit – Section 00 09 30
5. E-Verify Form – Section 00 09 40
6. Statement Under Section 287.087, Florida Statutes, On Preference to Businesses with Drug-Free Workplace Programs – Section 00 09 50
7. Public Entity Crimes Statement – Section 00 09 70
8. Copies of all Addenda signed by Bidder evidencing receipt

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

This is a Lump Sum Contract. BIDDERS must satisfy themselves of the accuracy of any estimated quantities in the BID Schedules or Contract Documents by examination of the site and a review of the drawings and specifications including any ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was misunderstanding concerning the

quantities of WORK or of the nature of the WORK to be done. **The CONTRACTOR shall visit the entire site before submitting a BID.**

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

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

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

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

As soon as the BID prices have been compared, the OWNER will return the BID DEPOSITS of all except the three lowest responsive and responsible BIDDERS. When the required Agreement has been executed by the successful BIDDER and delivered to OWNER, together with the required Certificate(s) of Insurance, Performance Bond and Payment Bond, the BID DEPOSITS of the successful BIDDER and two remaining unsuccessful BIDDERS will be returned (if requested).

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

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

The party to whom the contract is awarded will be required to obtain the required insurance, PAYMENT BOND and PERFORMANCE BOND, execute the AGREEMENT and deliver to OWNER said executed AGREEMENT together with the required Certificate of Insurance and the PERFORMANCE BOND and PAYMENT BOND, within ten (10) calendar days after the date the NOTICE OF AWARD is delivered to the BIDDER; the required forms for such AGREEMENT being set forth in Section 00 05 00, the required form for the PERFORMANCE BOND being set forth in Section 00 06 00, the required form for the PAYMENT BOND being set forth in Section 00070 and the required form for the Certificate of Insurance being set forth in Section 00 09 90. In case of failure of the successful BIDDER to execute and deliver to OWNER, within said ten (10) day period the required AGREEMENT, together with the required Certificates of Insurance, PERFORMANCE BOND and PAYMENT BOND, the OWNER may consider the BIDDER in default, in which case the entire amount of the BID DEPOSIT accompanying the BID shall be paid to the OWNER. The BID DEPOSIT shall be retained by Owner as liquidated damages if the successful Bidder fails to execute and deliver to Owner the unaltered Agreement or fails to deliver the required Performance and Payment Bonds or Certificate(s) of Insurance, all within ten (10) calendar days after receipt of the Notice of Award.

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

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

A conditional or qualified BID may be rejected by OWNER.

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

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

No member, officer or employee of the CONTRACTOR or SUBCONTRACTOR or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

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

Each BIDDER shall provide a separate line item in their BID identifying the cost of compliance with the applicable trench safety standards set forth in the Trench Safety Act.

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

END OF SECTION 00 02 00

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**IMPOUND BUILDING EXTERIOR UPGRADE
FOR PANAMA CITY BEACH POLICE DEPT
BID SET
OCTOBER 12, 2022**

SECTION 00 03 00 – BID PROPOSAL FORM

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

In compliance with the requirements of the Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the **IMPOUND BUILDING EXTERIOR UPGRADE FOR PANAMA CITY BEACH POLICE DEPARTMENT** in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

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

BIDDER hereby agrees to commence WORK under the CONTRACT DOCUMENTS within ten (10) calendar days after the NOTICE TO PROCEED is issued by Owner in writing and achieve Substantial Completion of the WORK within **120** consecutive calendar days thereafter. Final Completion of the WORK shall be achieved by BIDDER within the calendar days specified in the General Conditions after the date of Substantial Completion.

BIDDER further agrees to pay as liquidated damages, the sum of \$200 for each consecutive calendar day that expires after the Contract Time until Substantial Completion of the WORK is achieved as provided in Section 15 of the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM(S):

Addendum No. _____

Addendum No. _____

Addendum No. _____

BASE BID

BIDDER agrees to perform all the WORK described in the CONTRACT DOCUMENTS for the following total sum (including allowances):

_____ dollars (\$_____).

The BIDDER proposes and agrees, if this Proposal is accepted, to contract with the OWNER in the required form of the Agreement (Section 00 05 00), to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the WORK in full and in accordance with the shown, noted, described and reasonably intended requirements of the CONTRACT DOCUMENTS.

NOTE:

1. BIDS shall include sales tax and all other applicable taxes and fees. The OWNER may elect to utilize the Sales Tax Exemption Addendum (Section 00 09 80) for material at its sole discretion.
2. BIDS shall be on the basis of a lump sum price and shall be the total compensation to be paid by OWNER for the complete WORK.
3. The OWNER reserves the right to reject any and all bids received.
4. By submitting this BID, the BIDDER and the BID BOND surety, are deemed to have stipulated and agreed that any and all claims, demands, actions or suits whatsoever, arising under this BID and/or BID BONDS, shall be subjected to the sole and exclusive jurisdiction and venue of the Circuit Court of Bay County, Florida. The BIDDER and BID BOND surety do agree, by submittal of this BID, that the sole and exclusive jurisdiction and venue in said forum is proper and appropriate since performance of the underlying contract to be awarded is to be accomplished within Bay County, Florida.

Bidder's Certification

BIDDER certifies that it has thoroughly familiarized itself with and inspected the site and has read and is thoroughly familiar with the CONTRACT DOCUMENTS. Additional site investigation, if deemed necessary by the BIDDER, shall be performed prior to BID submittal at the BIDDER's sole expense. Bidder certifies that the BID submitted is complete and is sufficient for the Bidder to provide a fully operational and working system in accordance with the CONTRACT DOCUMENTS. Furthermore, BIDDER certifies its understanding that neither the OWNER, PROJECT REPRESENTATIVE, nor ARCHITECT shall provide any labor, equipment or materials of any kind, which may be required for the performance of the WORK, unless otherwise specifically directed by OWNER. Likewise, BIDDER certifies that it shall provide all equipment, materials, labor and services necessary to complete the WORK in accordance with the CONTRACT DOCUMENTS whether or not such equipment, material, labor, or service is expressly identified. Such occurrences are deemed subsidiary obligations of the contract for

which complete compensation is made under the Lump Sum. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to its BID.

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

1. An executed Bid Proposal Form – Section 00 03 00
2. The required Bid Bond – Section 00 04 00
3. Conflict of Interest Statement – Section 00 09 20
4. Non-Collusion Affidavit – Section 00 09 30
5. E-Verify Form – Section 00 09 40
6. Statement Under Section 287.087, Florida Statutes on Preference to Businesses with Drug-Free Workplace Programs – Section 00 09 50
7. Public Entity Crimes Statement – Section 00 09 70
8. Copies of all Addenda signed by Bidder evidencing receipt

CONTRACTOR:

Address

Phone Number

Date

END OF SECTION 00 03 00

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**IMPOUND BUILDING EXTERIOR UPGRADES
FOR PANAMA CITY BEACH POLICE DEPT
BID SET
OCTOBER 12, 2022**

SECTION 00 04 00 – BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned,
_____, as Principal, and _____, as Surety, are
hereby held and firmly bound unto the City of Panama City Beach, as OWNER, in the penal sum of

for the payment of which, will and truly be made, we hereby jointly and severally bind ourselves,
successors and assigns. Signed this _____ day of _____, 20____. The Condition of the
above obligation is such that whereas the principal has submitted to the OWNER a certain BID, attached
hereto and hereby made a part hereof to enter into a contract in writing, for the construction of the
Impound Building Exterior Upgrades for Panama City Beach Police Department.

NOW THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver the Agreement in the form of contract as set forth in Section 00 05 00 (properly completed in accordance with said BID) and shall furnish a BOND for faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform its obligations created by OWNER's acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.
- (c) NOW, THEREFORE, if the OWNER shall accept the BID of the Principal and the Principal shall execute and deliver to OWNER the required Agreement and within ten days after the date of a written Notice of Award in accordance with the terms of such BID, and within said ten days deliver to OWNER the required Certificates(s) of Insurance, together with the required Performance and Payment Bonds in an amount of 100% the total Contract Amount as specified in the Bidding Documents or Contract Documents with good and sufficient surety for the faithful performance of the Agreement and for the prompt payment of labor, materials and supplies furnished in the prosecution thereof or, in the event of the failure of the Principal to execute and deliver to OWNER such Agreement or to give such bond or bonds, and deliver to OWNER the required certificates of insurance, if the Principal shall pay to OWNER the fixed penal sum of 5% of total lump sum bid noted above as liquidated damages, and not as a penalty, as provided in the Instructions for Bidders, then this obligation shall be null and void, otherwise to remain in full force and effect.

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

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

Principal

Surety

By:

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

END OF SECTION 00 04 00

**IMPOUND BUILDING EXTERIOR UPGRADES
FOR PANAMA CITY BEACH POLICE DEPT
BID SET
OCTOBER 12, 2022**

SECTION 00 05 00 – AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2022 by and between THE CITY OF PANAMA CITY BEACH, FLORIDA, (hereinafter called "OWNER") and _____, doing business as a _____ having a business address of _____ hereinafter called "CONTRACTOR", for the performance of the Work (as that terms is defined below) in connection with the construction of **Impound Building Exterior Upgrades for Panama City Beach Police Department** ("Project"), to be located at 17121 Panama City Beach Parkway, Panama City Beach, Florida, in accordance with the Drawings and Specifications prepared by the JRA Architects, Inc., the Architect of Record (hereinafter called "Architect") and all other Contract Documents hereafter specified.

OWNER and CONTRACTOR, for the consideration herein set forth, agree as follows:

1. The CONTRACTOR shall furnish, at its sole expense, all supervision, labor, parts, equipment, tools, material, and supplies to properly and efficiently perform all of the work required under the Contract Documents and shall be solely responsible for the payment of all taxes, permits and license fees, labor fringe benefits, insurance and bond premiums, and all other expenses and costs required to complete such work in accordance with this Agreement (collectively the "Work"). CONTRACTOR'S employees and personnel shall be qualified and experienced to perform the portions of the Work to which they have been assigned. In performing the Work hereunder, CONTRACTOR shall be an independent contractor, maintaining control over and having sole responsibility for CONTRACTOR'S employees and other personnel. Neither CONTRACTOR, nor any of CONTRACTOR'S sub-contractors or sub-subcontractors, if any, nor any of their respective employees or personnel, shall be deemed servants, employees, or agents of OWNER.
2. The CONTRACTOR will commence the Work required by the Contract Documents within 10 calendar days after the date of the NOTICE TO PROCEED to be issued by OWNER in writing within thirty (30) calendar days from the date of this Agreement and will achieve Substantial Completion of the Work within 120 calendar days following the Notice To Proceed, except to the extent the period for Substantial Completion is extended pursuant to the terms of the Contract Documents ("Contract Time"). Final Completion of the Work shall be achieved by CONTRACTOR within the time period set forth in Section 15.2 of Section 00 10 00, General Conditions.
3. The CONTRACTOR agrees to pay the OWNER, as liquidated damages, the sum of \$200 for each consecutive calendar day that expires after the Contract Time until Substantial Completion of the WORK is achieved as provided in Section 15 of the General Conditions.

4. The CONTRACTOR agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the total sum of \$ _____ as shown in the BID PROPSAL FORM, as said amount may be hereafter adjusted pursuant to the terms of the Contract Documents (“Contract Price”).
5. The term "Contract Documents" means and includes the following documents, all of which are incorporated into this Agreement by this reference:
 - a. DRAWINGS AND SPECIFICATIONS prepared or issued by the CITY. dated **August 1, 2022**.
 - b. All other documents referenced in specification section 00 10 00 General Conditions, paragraph 1.9.

ADDENDA

- No. _____, dated _____
- No. _____, dated _____
- No. _____, dated _____
- No. _____, dated _____

The Contract Documents also includes any written amendments to any of the above signed by the party to be bound by such amendment. The Contract Documents are sometimes referred to herein as the “Agreement”.

6. The OWNER will pay the Contract Price to the CONTRACTOR in the manner and at such times as set forth in Contract Documents.
7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
8. This Agreement shall be governed by the laws of the State of Florida.
9. All notices required or made pursuant to this Agreement shall be in writing and, unless otherwise required by the express terms of this Agreement, may be given either (i) by mailing same by United States mail with proper postage affixed thereto, certified, return receipt requested, or (ii) by sending same by Federal Express, Express Mail, Airborne, Emery, Purolator or other expedited mail or package delivery, or (iii) by hand delivery to the appropriate address as herein provided. Notices to OWNER required hereunder shall be directed to the following address:

If to Owner: _____
 City of Panama City Beach

 17007 South Arnold Road

 Panama City Beach, FL 32413

 ATTENTION: _____
 Drew Whitman, City Manager

If to Contractor: _____

ATTENTION: _____

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

10. CONTRACTOR recognizes that OWNER is exempt from sales tax and may wish to generate sales tax savings for the Project. Accordingly, to the extent directed by and without additional charge to OWNER, CONTRACTOR shall comply with and fully implement the sales tax savings program as more fully described in the Sales Tax Exemption Addendum. If required by OWNER, the Sales Tax Exemption Addendum shall be made a part of the Contract Documents, the form of which is set forth in Section 00808.
11. The failure of OWNER to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a continuing waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
12. Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated, and superseded by this Agreement.
13. Should any provision of the Agreement be determined by a court with jurisdiction to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.
14. Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular, references to the singular include the plural. The term "including" is not limiting, and the terms "hereof", "herein", "hereunder", and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement, unless stated otherwise. Additionally, the parties hereto acknowledge that they have carefully reviewed this Agreement and have been advised by counsel of their choosing with respect thereto, and that they understand its contents and agree that this Agreement shall not be construed more strongly against any party hereto, regardless of who is responsible for its preparation.
15. For this Project, OWNER has designated a Project Representative to assist OWNER with respect to the administration of this Agreement. The Project Representative to be utilized by OWNER for this Project, shall be Mr. Al Shortt – Project Manager.
16. CONTRACTOR acknowledges and agrees that no interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which the OWNER, PROJECT REPRESENTATIVE, or

ARCHITECT may be responsible, in whole or in part, shall relieve CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from OWNER. CONTRACTOR expressly acknowledges and agrees that it shall receive no damages for delay. CONTRACTOR 's sole remedy, if any, against OWNER will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This section shall expressly apply to claims for early completion, as well as to claims based on late completion. Notwithstanding the foregoing, if the Work is delayed due to the fault or neglect of OWNER or anyone for whom OWNER is liable, and such delays have a cumulative total of more than 90 calendar days, CONTRACTOR may make a claim for its actual and direct delay damages accruing after said 90 calendar days as provided in Section 00 80 00 Supplementary Conditions, Contract Claims and Changes. Except as expressly set forth in this section, in no event shall OWNER be liable to CONTRACTOR whether in contract, warranty, tort (including negligence or strict liability) or otherwise for any acceleration, soft costs, lost profits, special, indirect, incidental, or consequential damages of any kind or nature whatsoever.

17. INSURANCE - BASIC COVERAGES REQUIRED

The CONTRACTOR shall procure and maintain the following described insurance on policies and with insurers acceptable to OWNER prior to commencement of the work. Current Insurance Service Office (ISO) policies, forms, and endorsements or equivalents, or broader, shall be used where applicable.

These insurance requirements shall not limit the liability of the CONTRACTOR. The insurance coverages and limits required of CONTRACTOR under this Agreement are designed to meet the minimum requirements of OWNER and the OWNER does not represent these types or amounts of insurance to be sufficient or adequate to protect the CONTRACTOR'S interests or liabilities. CONTRACTOR alone shall be responsible to the sufficiency of its own insurance program.

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

The CONTRACTOR'S deductibles/self-insured retentions shall be disclosed to OWNER and are subject to OWNER'S approval. They may be reduced or eliminated at the option of OWNER. The CONTRACTOR is responsible for the amount of any deductible or self-insured retention. Any deductible or retention applicable to any claim or loss shall be the responsibility of CONTRACTOR and shall not be greater than \$25,000, unless otherwise agreed to, in writing, by OWNER.

Insurance required of the CONTRACTOR, or any other insurance of the CONTRACTOR shall be considered primary, and insurance of OWNER shall be considered excess, as may be applicable to claims or losses which arise out of the Hold Harmless, Payment on Behalf of OWNER, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE COVERAGE

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

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

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

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

COMMERCIAL GENERAL LIABILITY COVERAGE

CONTRACTOR shall purchase and maintain Commercial General Liability Insurance on a full occurrence form. Coverage shall include, but not be limited to, Premises and Operations, Personal Injury, Contractual for this Agreement, Independent Contractors, Broad Form Property Damage, Products and Completed Operation Liability Coverages and shall not exclude coverage for the "X" (Explosion), "C" (Collapse) and "U" (Underground) Property Damage Liability exposures. Limits of coverage shall not be less than:

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

The General Aggregate Limit shall be specifically applicable to this Project.

The CONTRACTOR shall add OWNER as an additional insured through the use of Insurance Service Office Endorsements No. CG 20.10.10.01 and No. CG

20.37.10.01 wording or equivalent, or broader, an executed copy of which shall be attached to or incorporated by reference on the Certificate of Insurance to be provided by CONTRACTOR pursuant to the requirements of the Contract Documents.

BUSINESS AUTOMOBILE LIABILITY COVERAGE

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

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

ADDITIONAL INSURANCE

The OWNER requires the following additional types of insurance.
(None required at this time)

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

(SEAL)

OWNER:

CITY OF PANAMA CITY BEACH, FLORIDA

ATTEST:

BY: _____

City Clerk

NAME: Drew
Whitman

(Please type)

TITLE:
 City Manager

City Attorney (as to form only)

CONTRACTOR:

ATTEST:

BY: _____

NAME: _____

(Please Type)

NAME _____

ADDRESS:

(Please Type)

END OF SECTION 00 05 00

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**IMPOUND BUILDING EXTERIOR UPGRADES
FOR PANAMA CITY BEACH POLICE DEPT
BID SET
OCTOBER 12, 2022**

SECTION 00 06 00 – PERFORMANCE BOND

BOND NO. _____

KNOW ALL PERSONS BY THESE PRESENTS: that

(Name of Contractor)

(Address and Phone Number of Contractor)

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

(Name of Surety)

(Address and Phone Number of Surety)

hereinafter called Surety, are held and firmly bound unto:

City of Panama City Beach

(Name of Owner)

17007 Panama City Beach Parkway, Panama City Beach, Florida 32413, (850) 233-5100

(Address and Phone Number of Owner)

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

THE CONDITION OF THIS OBLIGATION is such that if the Principal performs its duties, all the
undertakings, covenants, terms, and conditions of that certain Contract between the Principal and
the OWNER, dated the _____ day of _____, 20____, a copy of which is hereto
attached and made a part hereof for the construction of:

**Impound Building Exterior Upgrades for Panama City Beach Police Department
17121 Panama City Beach Pkwy, Panama City Beach, FL 32413**

(Project Name and Address)

Contract No.

during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the SURETY and during the guaranty period and if the PRINCIPAL shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

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

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

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

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IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20__.

Principal

(Principal) Secretary

(SEAL)

BY _____

(Address)

Witness as to Principal

(Address)

(Surety)

ATTEST:

Witness to Surety

BY _____
Attorney-In-Fact

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract.
Contractor's Surety shall use this form along with their personal documentation.

If CONTRACTOR is partnership, all partners should execute BOND.

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

END OF SECTION 00 06 00

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**IMPOUND BUILDING EXTERIOR UPGRADES
FOR PANAMA CITY BEACH POLICE DEPT
BID SET
OCTOBER 12, 2022**

SECTION 00 07 10 – PAYMENT BOND

Bond Number: _____

KNOW ALL PERSONS BY THESE PRESENTS: that

(Name of Contractor)

(Address and Phone Number of Contractor)

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

(Name of Surety)

(Address and Phone Number of Surety)

hereinafter called Surety, are held, and firmly bound unto:

City of Panama City Beach
(Name of Owner)

17007 Panama City Beach Parkway, Panama City Beach, Florida 32413, (850) 233-5100
(Address and Phone Number of Owner)

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

THE CONDITION OF THIS OBLIGATION is such that if the PRINCIPAL properly makes payment to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials or supplies, used directly or indirectly by the Principal in the prosecution of the WORK provided for under that certain contract between the Principal and the OWNER, dated the ____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of :

**Impound Building Exterior Upgrades for Panama City Beach Police Department
17121 Panama City Beach Pkwy, Panama City Beach, FL 32413**

(Project Name and Address)

Contract No.

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

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

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

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

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

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20__.

Principal

(Principal) Secretary

(SEAL)

BY _____

(Address)

Witness as to Principal

(Address)

(Surety)

ATTEST:

BY _____
Attorney-In-Fact

Witness as to Surety

(Address)

(Address)

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

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

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

END OF SECTION 00 07 00

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**IMPOUND BUILDING EXTERIOR UPGRADES
FOR PANAMA CITY BEACH POLICE DEPT
BID SET
OCTOBER 12, 2022**

SECTION 00 08 00 – NOTICE OF AWARD.

TO: _____

**IMPOUND BUILDING EXTERIOR UPGRADES FOR PANAMA CITY BEACH POLICE
DEPARTMENT**

The City of Panama City Beach ("City") has considered the BID submitted by you for the above-described Project in response to its Advertisement for Bids dated _____, 20____, and associated Information for Bidders.

You are hereby notified that your Bid in the amount of \$ _____ has been accepted by the City. Provided, however, nothing in this Notice or your delivery to the City of the Agreement executed by you (with the required Bonds and Certificates of Insurance) shall in any manner or way be deemed to create any contract between you and the City. No such contract shall be created unless and until the City signs the Agreement.

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

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

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

Dated this _____ day of _____, 20____

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 SECTION 00 08 00

**IMPOUND BUILDING EXTERIOR UPGRADES
FOR PANAMA CITY BEACH POLICE DEPT
BID SET
OCTOBER 12, 2022**

SECTION 00 09 00 – NOTICE TO PROCEED

TO: _____

PROJECT DESCRIPTION:

**IMPOUND BUILDING EXTERIOR UPGRADES FOR PANAMA CITY BEACH POLICE
DEPARTMENT**

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 20__ on or before _____, 20__, and you are to substantially complete the WORK within 120 consecutive calendar days thereafter. The date of Substantial Completion is therefore _____, 20__. You are to achieve Final Completion within the time period set forth in Section 15.2 of Section 00 10 00, General Conditions after achieving Substantial Completion or after receipt of punch list whichever date occurs last. You must return and acknowledge a copy of this Notice to Proceed to the City within five (5) calendar days of your receipt of this Notice.

CITY OF PANAMA CITY BEACH

By: _____
Name: Drew Whitman
Title: City Manager

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged

By _____
(Company Name)
This the _____ day of _____, 20__

(Signature)

(Type or Print Name)

(Title)

END OF SECTION 00 09 00

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**IMPOUND BUILDING EXTERIOR UPGRADES
FOR PANAMA CITY BEACH POLICE DEPT
BID SET
OCTOBER 12, 2022**

SECTION 00 09 20 – CONFLICT OF INTEREST STATEMENT

Check one:

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

or

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

LITIGATION STATEMENT

Check One:

The undersigned Respondent has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past five (5) years.

or

The undersigned Respondent, by attachment to this form, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past five (5) 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.

END OF SECTION 00 90 20

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**IMPOUND BUILDING EXTERIOR UPGRADES
FOR PANAMA CITY BEACH POLICE DEPT
BID SET
OCTOBER 12, 2022**

SECTION 00 09 30 – NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA

COUNTY OF _____

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

Affiant

STATE OF _____

COUNTY OF _____

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

Personally known _____ OR Produced identification _____

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

My commission expires _____

END OF SECTION 00 09 30

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**IMPOUND BUILDING EXTERIOR UPGRADES
FOR PANAMA CITY BEACH POLICE DEPT
BID SET
OCTOBER 12, 2022**

SECTION 00 09 40 – E-VERIFY FORM

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

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

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

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

Authorized Signature

Printed Name

Title

Name of Entity/Corporation

STATE OF _____

COUNTY OF _____

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.

My Commission Expires: _____

Notary Public

NOTARY SEAL ABOVE

Printed Name

END OF SECTION 00 09 40

**IMPOUND BUILDING EXTERIOR UPGRADES
FOR PANAMA CITY BEACH POLICE DEP
BID SET
OCTOBER 12, 2022**

SECTION 00 09 50 – 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 State or by any political subdivision for the procurement of commodities or contractual services, a bid received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

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

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

BIDDER SIGNATURE

END OF SECTION 00 09 50

**IMPOUND BUILDING EXTERIOR UPGRADES
FOR PANAMA CITY BEACH POLICE DEP
BID SET
OCTOBER 12, 2022**

SECTION 00 09 70 – PUBLIC ENTITY CRIMES STATEMENT

**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 of political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in Paragraph 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, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that "affiliate" as defined in Paragraph 287.133 (1)(a) , Florida Statutes, means:

- (a.) A predecessor or successor of a person or a corporation 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 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

agreement 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 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.

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

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Office of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vender list. [Attach a copy of the final order].

7. I understand by my execution of this document, I acknowledge that the entity submitting this sworn statement has 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 on a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

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 PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

By: _____

Print name: _____

Its: _____

STATE OF _____

COUNTY OF _____

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

Personally known _____ OR Produced identification _____

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

My commission expires _____

END OF SECTION 00 09 70

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**IMPOUND BUILDING EXTERIOR UPGRADES
FOR PANAMA CITY BEACH POLICE DEPT
BID SET
OCTOBER 12, 2022**

SECTION 00 09 90 – INSURANCE REQUIREMENTS

Contractor shall at its expense maintain in force during the Term of the Contract 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.

These insurance requirements shall not limit the liability of the CONTRACTOR. The insurance coverages and limits required of CONTRACTOR under this Agreement are designed to meet the minimum requirements of OWNER and the OWNER does not represent these types or amounts of insurance to be sufficient or adequate to protect the CONTRACTOR'S interests or liabilities. CONTRACTOR alone shall be responsible to the sufficiency of its own insurance program.

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

The CONTRACTOR'S deductibles/self-insured retentions shall be disclosed to OWNER and are subject to OWNER'S approval. They may be reduced or eliminated at the option of OWNER. The CONTRACTOR is responsible for the amount of any deductible or self-insured retention. Any deductible or retention applicable to any claim or loss shall be the responsibility of CONTRACTOR and shall not be greater than \$25,000, unless otherwise agreed to, in writing, by OWNER.

Insurance required of the CONTRACTOR, or any other insurance of the CONTRACTOR shall be considered primary, and insurance of OWNER shall be considered excess, as may be applicable to claims or losses which arise out of the Hold Harmless, Payment on Behalf of OWNER, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract, or lease.

END OF SECTION 00 90 90

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**IMPOUND BUILDING EXTERIOR UPGRADES
FOR PANAMA CITY BEACH POLICE DEPT
BID SET
OCTOBER 12, 2022**

SECTION 00 10 00 - GENERAL CONDITIONS

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1.0 DEFINITIONS

- 1.1 Unless otherwise expressly noted, wherever used in the Contract Documents the following terms shall have the meanings indicated and shall be applicable to both the singular and plural thereof:
- 1.2 ADDENDA - Written or graphic instruments, issued by Owner or Architect/Engineer prior to the execution of the Agreement, which modify or interpret any of the Contract Documents by additions, deletions, clarifications, or corrections.
- 1.3 ARCHITECT - The person, firm or corporation named as such in the Agreement.
- 1.4 BID - The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
- 1.5 BIDDER - Any person, firm, or corporation submitting a Bid for the Work.
- 1.6 BONDS - Bid, Performance, and Payment Bonds and other instruments or surety, furnished by the Contractor and the Contractor's surety in accordance with the Contract Documents.
- 1.7 CHANGE ORDER - A written order to the Contractor issued in accordance with the procedures set forth in the Contract Documents, authorizing an addition, deletion, or revision in the Work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract Price or Contract Time.
- 1.8 CONSTRUCTION CHANGE DIRECTIVE – A Construction Change Directive is a written order prepared by the Architect/Engineer and signed by the Owner, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Price or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Agreement, order changes in the Work within the general scope of the Agreement consisting of additions, deletions or other revisions, the Contract Price and Contract Time being adjusted accordingly.
- 1.9 CONTRACT DOCUMENTS – Collectively the Agreement, Proposal Form, Payment Bond, Performance Bond, General Conditions, Supplemental Conditions, if any, Notice of Award, Notice to Proceed, Drug Free Workplace Program Statement, Trench Safety Act Certificate of Compliance, Public Entity Crimes Statement, Sales Tax Exemption Addendum, Certificate of Insurance, Release and Affidavit from Contractor, Release and Affidavit from Subcontractor, Application and Certificate for Payment, Certificate of Substantial Completion, Contract Change Order(s), Construction Change Directives, Field Orders, Drawings, Specifications and Addenda. The Contract Documents are sometimes referred to herein as the Agreement.
- 1.10 CONTRACT PRICE - The total compensation payable by Owner to Contractor under the terms and conditions of the Contract Documents.
- 1.11 CONTRACT TIME - The total period of time beginning with the date of commencement of the Work as authorized by the City and ending on the required date for Substantial Completion of the Work. The Contract Time is set forth with more specificity in Section 2 of the Agreement.
- 1.12 CONTRACTOR - The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative.
- 1.13 CITY or OWNER – The City of Panama City Beach, Florida, acting through its City Council and Charter Officers.
- 1.14 DRAWINGS - The Drawings are the graphic and pictorial portions of the Contract

- Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.
- 1.15 ENGINEER - The person, firm or corporation named as such in the Agreement.
- 1.16 FIELD ORDER - A written order effecting a clarification or change in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time, issued by Architect/Engineer or Owner to Contractor during construction.
- 1.17 NOTICE OF AWARD - The written notice of the acceptance of the Bid from the City to the successful Bidder.
- 1.18 NOTICE TO PROCEED - Written communication issued by the City to the Contractor authorizing it to proceed with the Work and establishing the date for commencement of the Work.
- 1.19 OWNER - Same as CITY; same as City of Panama City Beach, Florida.
- 1.20 PROJECT – The Project is the total construction of the Work performed under the Contract Documents.
- 1.21 PROJECT ADMINISTRATION MANUAL (sometimes referred to herein as the “MANUAL”) – The City’s manual of forms and standard administrative procedures regarding project administration. Contractor acknowledges and agrees it has received a copy of the current Manual and shall incorporate any modifications or updates issued by the City into its copy of the Manual to ensure the Manual is kept up to date.
- 1.22 PROJECT REPRESENTATIVE -The Project Representative shall be the City’s representative with respect to the Project and may be a City employee or an outside consultant. The Project Representative shall have authority to transmit instructions, receive information, and interpret and define the City’s policies and decisions with respect to the Work. However, except as may be otherwise expressly authorized in writing by the City, the Project Representative is not authorized on behalf of the City to issue any verbal or written orders or instructions to Contractor that would have the effect, or be interpreted to have the effect, of amending or modifying the terms or conditions of the Contract Documents or modifying or amending in any way whatever the: (1) scope or quality of Work to be performed and provided by Contractor as set forth in the Contract Document; (2) the time within which Contractor is obligated to complete the Work; or (3) the amount of compensation the City is obligated or committed to pay Contractor as set forth in the Contract Documents.
- 1.23 SHOP DRAWINGS - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a Subcontractor, manufacturer, supplier or distributor, which illustrate how specific portions of the Work shall be fabricated or installed.
- 1.24 SPECIFICATIONS - The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.
- 1.25 SUBCONTRACTOR - An individual, firm, or corporation having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the site.
- 1.26 SUBSTANTIAL COMPLETION - That date certified by the Engineer when the Work or an Owner specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Work or the Owner specified part thereof can be utilized by Owner for the purposes for which it is intended.
- 1.27 SUPPLEMENTAL CONDITIONS - Modifications to the General Conditions required by

Owner, set forth in the Section 00800 series of documents.

- 1.28 SUPPLIER - Any person or organization who supplies materials or equipment for the Work for or on behalf of Contractor, including those fabricated to a special design, but who does not perform labor at the site.
- 1.29 WORK - The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

2.0 ADDITIONAL INSTRUCTION AND DETAIL DRAWINGS

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

3.0 SCHEDULES, REPORTS AND RECORDS

- 3.1 The Contractor shall submit to the City such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data where applicable as are required by the Contract Documents for the Work to be performed.
- 3.2 Contractor shall prepare and provide its construction progress schedule ("Construction Schedule") prior to submitting its first Application for Payment, showing the order in which the Contractor proposes to carry on the Work, including dates at which the various parts of the Work will be started, estimated date of completion of each part and, as applicable, the dates at which special drawings will be required and dates for submission of Shop Drawings, the beginning of manufacture, the testing and the installation of materials, supplies and equipment. Further, the Construction Schedule shall not only include the overall progress schedule for the Work to be provided by Contractor hereunder, but also shall include reasonable time periods for Architect's performance, as accepted by Architect. The Construction Schedule and any other schedules required by the City hereunder shall be updated monthly. The Construction Schedule and all updates to it shall not exceed the time periods established in the Contract Documents and shall be subject to the City's and Architect's review and comment. Contractor's submittal of a satisfactory Construction Schedule and updates thereto and the City's acceptance of same shall be a condition precedent to the City's obligation to pay Contractor; provided, however, the acceptance of any such schedule or update by Owner shall not be deemed an admission by Owner that such schedule or update is reasonable, accurate or correct.
- 3.3 The Contractor shall also submit a schedule of payments, for Owner's review and approval that the Contractor anticipates will be earned during the course of the Work.

4.0 INTENT OF THE CONTRACT DOCUMENTS, DRAWINGS AND SPECIFICATIONS

- 4.1 It is the intent of the Contract Documents to describe a functionally complete Project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for in the Contract Documents. If the Contract Documents include words or terms that have a generally accepted technical or industry meaning, then such words or terms shall be interpreted to have such standard meaning unless otherwise expressly noted in the Contract Documents. Reference to standard

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

- 4.2 Contractor shall perform the Work consistent with the intent of the Drawings, Specifications, and other Contract Documents, and Contractor shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the Work in accordance with the Contract Documents and all incidental items necessary to complete the Work in an acceptable manner, ready for use, occupancy or operation by the City.
- 4.3 Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts or extent of any part of the Work. In the event of a discrepancy between or among the Drawings, Specifications or other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon Contractor, as determined by the City.
- 4.4 If during the performance of the Work Contractor discovers a conflict, error or discrepancy in the Contract Documents, including the Drawings and Specifications, Contractor immediately shall report same to Architect and Owner in writing, and before proceeding with the Work affected thereby, shall obtain a written interpretation or clarification from Architect. Work done by the Contractor after discovery of such conflict, error, or discrepancy without such written interpretation or clarification from Architect, shall be done at the Contractor's risk. Prior to commencing the Work, Contractor shall first take all necessary field measurements and verify the applicable field conditions. After taking such measurements and verifying such conditions, Contractor shall carefully compare such measurements and conditions with the requirements of the Contract Documents, taking into consideration all other relevant information known to Contractor, for the purpose of identifying and bringing to Architect's and City's attention all conflicts or discrepancies with the Contract Documents. Contractor is solely responsible for verifying all field measurements and conditions.
- 4.5 Contractor shall comply with the City's standard forms and procedures as set forth in the City's Project Administration Manual relating to Project Administration. To the extent there is no form or procedure for a particular matter, then Contractor shall comply with the form or procedure reasonably required by the City. Once a standard form has been executed by Contractor and Owner as necessary, the executed copy shall become part of the Contract Documents.

5.0 SHOP DRAWINGS

- 5.1 The Contractor shall provide shop drawings as may be necessary for the prosecution of the Work as required by the Contract Documents. The Architect shall promptly review all shop drawings. The Architect's approval of any shop drawing shall not release the Contractor from responsibility for deviations from the Contract Documents. Any shop drawing which deviates from the requirements of the Contract Documents must be first authorized by a Change Order.
- 5.2 When submitted for the Architect's review, shop drawings shall bear the Contractor's

certification that it has reviewed, checked and approved the shop drawings and that they are in conformance with the requirements of the Contract Documents.

- 5.3 Portions of the Work requiring a shop drawing or sample submission shall not begin until the shop drawing or submission has been approved by the Architect. A copy of each approved shop drawing and each approved sample shall be kept in good order by the Contractor at the site and shall be available to the Architect.

6.0 MATERIALS, SERVICES AND FACILITIES

- 6.1 It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete and deliver the Work within the Contract Time.
- 6.2 Materials and equipment shall be stored by Contractor to ensure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection.
- 6.3 Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used cleaned and conditioned as directed by the manufacturer.
- 6.4 Materials, supplies, and equipment shall be in accordance with samples submitted by the Contractor and approved by the Architect.
- 6.5 Materials, supplies and equipment to be incorporated into the Work shall not be purchased by the Contractor or the Subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest or lien is retained by the seller.

7.0 INSPECTION AND TESTING

- 7.1 All materials and equipment used in the construction of the Project shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the Contract Documents or required by applicable governmental law, rule or regulation.
- 7.2 The City, Architect, their respective representatives, agents and employees and governmental agencies with jurisdiction over the Project shall have access at all times to the Work whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper and safe conditions for such access, and also for any inspection or testing thereof. Contractor shall provide the City and Architect with timely prior written notice (at least 48 hours) of the readiness of the Work for all required inspections, tests or approvals. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all Work, materials, payrolls, personnel records, material invoices, and other relevant data and records.
- 7.3 The Contractor shall provide at the Contractor's expense all testing and inspection services required by the Contract Documents or any applicable governmental law, rule or regulation. Re-inspection and re-testing fees and costs of all testing failures shall be at the Contractor's expense.
- 7.4 If the Contract Documents or any applicable governmental law, rule, or regulation requires any portion of the Work to specifically be inspected, tested, or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish the Architect the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by

organizations acceptable to the City and Architect.

- 7.5 Neither observations by Architect or the City, nor inspections, tests or approvals by the Architect or others shall relieve the Contractor from the obligations to perform the Work in accordance with the requirements of the Contract Documents.
- 7.6 If any Work is covered contrary to the written instruction of the Architect, it must, if requested by the Architect, be uncovered for the Architect's observation and replaced at the Contractor's expense.
- 7.7 If any Work that is to be inspected, tested or approved pursuant to the Contract Documents or any applicable governmental law, rule or regulation is covered without such inspection, testing or approval having been satisfactorily obtained by Contractor and without obtaining the written concurrence from Architect, Contractor shall uncover, expose or otherwise make available the Work for such observation, inspection or testing as directed by Architect, and Contractor shall be responsible for all such costs of uncovering, exposing, observation, inspection, testing, and reconstruction.
- 7.8 If the Architect considers it necessary or advisable that covered Work be inspected or tested by others that was not otherwise required to be tested or inspected by the terms of the Contract Documents or any applicable governmental law, rule or regulation, the Contractor, at the Architect's request, will uncover, expose or otherwise make available for observation, inspection or testing as the Architect may require, that portion of the Work in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such Work is defective, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such Work is not found to be defective, the Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate Change Order shall be issued.

8.0 SUBSTITUTIONS

- 8.1 Whenever a material, article, or piece of equipment is identified on the Drawings or Specifications by reference to brand name or catalogue numbers, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function may be considered. The Contractor may recommend the substitution of a material, article, or piece of equipment of equal substance, quality, and function for those referred to in the Contract Documents by reference to brand name or catalogue number, and if, in the opinion of the Architect, such material, article, or piece of equipment is of equal substance, quality and function to that specified, the Architect may allow its substitution and use by the Contractor. If the Contractor based its bid on "or equal" products and the City and/or Architect determine that one or more of the Contractor's proposed "or equal" products included in its bid fails to meet the requirements of the Contract Documents, Contractor may be required, at City's sole discretion, to provide products conforming with the requirements of the Contract Documents at no additional cost to the City per the City's direction.
- 8.2 If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall certify that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. Contractor shall also certify that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of Substantial Completion of the Work within the Contract Time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other

direct contract with Owner for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. Contractor shall also provide an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by Architect in evaluating the proposed substitute. Architect or Owner may require Contractor to furnish at Contractor's expense additional data about the proposed substitute. Further, Contractor shall reimburse Owner for the changes of Architect and Architect's consultants for evaluating each proposed substitute submitted after the effective date of the Agreement and all costs resulting from any delays in the Work while the substitute was undergoing review.

9.0 PATENTS

9.1 The Contractor shall pay all applicable royalties and license fees and shall defend all suits or claims for infringement of any patent rights and save the City harmless from loss on account thereof, except that the City shall be responsible for any such loss when a particular process, design, or product of a particular manufacturer or manufacturers is specified. Provided, however, if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, the Contractor shall be responsible for such loss or claim unless the Contractor promptly gives such information in writing to the Architect and City.

10.0 SURVEYS, PERMITS, REGULATIONS, AND PROJECT LAYOUT

10.1 The City shall furnish all boundary surveys and establish all base lines for locating the principal component parts of the Work together with a suitable number of benchmarks adjacent to the Work as shown in the Contract Documents. From the information provided by the City, unless otherwise specified in the Contract Documents, the Contractor shall develop and make all detail surveys needed for construction such as slope stakes, batten boards, stakes for pipe locations and other working points, lines, elevations and cut sheets.

10.2 The Contractor shall carefully preserve benchmarks, reference points and stakes. Contractor is solely responsible for maintaining all benchmarks, reference points, and stakes, and is solely responsible for any mistake that may be caused by their loss or disturbance. The Contractor shall be held responsible for all mistakes that may be caused by the loss or disturbance of any such benchmarks, reference points or stakes.

10.3 The Contractor shall engage for the performance of Project layout and control, a Professional Land Surveyor registered in the State of Florida to practice land surveying. Said surveyor must carry Professional Liability Insurance in the amount of at least one million dollars (\$1,000,000) per occurrence. The land surveyor employed for this Project must comply with the Minimum Technical Standards for Surveying and Mapping pursuant to Florida Statute 472.027.

10.4 Should the Contractor in the course of its Work find that the points, grades and levels which are shown upon the Drawings are not conformable to the physical conditions of the locality at the proposed work or structure, it shall immediately inform the Architect of the discrepancy between actual physical conditions of the locality of the proposed work, and the points, grades and levels which are shown on the drawings. No claim shall be made by the Contractor against the City for compensation or damage by reasons of failure of the Architect to represent upon the Drawings points, grades and levels conformable to the actual physical conditions of the locality of the proposed work.

10.5 All permits and licenses necessary for the prosecution of the Work shall be secured and paid for by the Contractor unless otherwise expressly noted in the Contract Documents. These shall include all building permits, burn permits, debris disposal permits, etc. All licenses, easements and variances for permanent structures or permanent changes in existing facilities shall be secured and paid for by the City, unless otherwise specified in the Contract Documents. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and governmental permits and approvals bearing on the conduct of the Work as drawn and specified. If the Contractor observes that the Contract Documents are at variance therewith, the Contractor shall promptly notify the Architect and City in writing, and any necessary changes shall be adjusted as provided in Section 13 below.

11.0 PROTECTION OF WORK, PROPERTY, AND PERSONS

11.1 The Contractor is responsible for the safety and protection of all persons and property on or about the Project site during the progress of the Work, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. Further, it is Contractor's responsibility to protect from damage or loss all material and equipment to be incorporated into the Work whether in storage on or off the Project site. Contractor shall initiate, maintain and supervise all safety precautions and programs in connection with the Work and shall develop and implement, in accordance with the requirements of the Contract Documents, a safety plan for the Work. Contractor's safety plan shall include a hurricane protection plan. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by the City has occurred.

11.2 The Contractor will comply with all applicable codes, laws, ordinances, rules, regulations and orders of the City and any public body having jurisdiction over the Work, including the Occupational Safety and Health Administration (OSHA) and any State Safety and Health agency requirements and all of their safety codes, laws, ordinances, rules and regulations. The Contractor will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. Contractor shall notify owners of adjacent property and of any underground structures or improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. The Contractor will remedy all damage, injury or loss to any property caused by the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone of whose acts any of them be liable.

11.3 Barricades, Guards and Safety Provisions: To protect persons from injury and to avoid property damage, adequate barricades, construction signs, torches, red lanterns and guards shall be placed and maintained during progress of construction work and until it is safe for both pedestrians and vehicular traffic. Rules and regulations of local authorities regarding safety provisions shall be observed.

11.4 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instructions or authorization from the Architect or City, shall act to prevent threatened damage, injury or loss. The Contractor will give the Architect prompt written notice of any such emergency and to the extent the emergency was not caused by the fault or neglect of Contractor or anyone for whom Contractor is responsible, a Change Order shall be issued covering the necessary and reasonable changes and deviations involved.

11.5 At all times during the performance of the Work at the Project site, Contractor shall have designated, and located on a full-time basis at the Project site, a qualified individual

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

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

12.0 SUPERVISION BY CONTRACTOR

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

13.0 CHANGES IN THE WORK

- 13.1 The City may at any time during the progress of the Work, as the need arises and in its sole discretion, order changes within the general scope of the Work without invalidating the Agreement. Promptly after being notified of a change, but in no event more than fourteen (14) days after its receipt of such notification (unless the City has agreed in writing to a longer period of time), Contractor shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, no addition or changes to the Work shall be made except upon a properly issued Change Order, Construction Change Directive or Field Order. No officer, employee or agent of the City is authorized to direct any extra or changed work without a properly issued Change Order, Construction Change Directive, or Field Order.
- 13.2 All changes to the Work must be authorized by means of a written Change Order that is mutually agreed to by the City and Contractor or a Construction Change Directive issued by the City or a Field Order issued by the City or Architect. If the change is to be accomplished through a Change Order, the Change Order, in the form set forth in the City's Project Administration Manual, shall be prepared by Contractor, reviewed by Architect and the City, and executed promptly by the parties after an agreement is reached between Contractor and the City concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Price and Contract Time shall be adjusted in the Change Order in the manner as the City and Contractor shall mutually agree. The Change Order shall identify the changed work. Also, where the Contract Price is based upon unit prices, a Change Order may be used for work for which quantities have been altered from those shown in

the bidding schedule, as well as decreases or increases in the quantities of installed units which are different than those shown in the bidding schedule because of final measurements. All changes must be recorded on an executed Change Order before they can be included in a monthly Application for Payment.

- 13.3 To the extent the Contract Price is based on unit prices, the City reserves the right to increase or decrease a unit price quantity as may be deemed reasonable or necessary in order to complete the Work contemplated by this Agreement.
- 13.4 If the City and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by the City in a written Construction Change Directive. In that event, the Contract Price and Contract Time shall be adjusted in the Construction Change Directive as determined by the City. If Contractor disagrees with the City's adjustment determination, Contractor must make a claim strictly in accordance with the terms of the Contract Documents or else be deemed to have waived any claim it might otherwise have had on that matter.
- 13.5 The City shall have the right to conduct an audit of Contractor's books and records, as well as those of its Subcontractors and Suppliers, to verify the accuracy of Contractor's estimates or claims with respect to Contractor's cost and time impacts associated with any Change Order or Construction Change Directive.
- 13.8 The Architect or City at any time may direct Contractor to make changes to the Work by issuing a Field Order, so long as such changes do not require or result in any adjustment to the Contract Price or Contract Time and are generally within the scope of the Work. Contractor shall proceed with the performance of any changes in the Work so ordered by the Architect or City unless the Contractor believes that such Field Order entitles the Contractor to a change in the Contract Price or Contract Time, or both. In the event Contractor believes the Field Order requires a change to the Contract Price or Contract Time, it must provide written notice to the Architect and City within five (5) business days of receipt of the Field Order and before starting with any changed Work. Failure to provide such notice waives Contractor's right to claim such work requires a change in the Contract Price or Contract Time. Once Contractor has provided timely written notice, it shall proceed as directed by City in writing, and thereafter shall file a claim in accordance with the procedures required herein.

14.0 CHANGES IN CONTRACT PRICE

- 14.1 The Contract Price may be changed only by a Change Order or Construction Change Directive issued in accordance with the terms of the Contract Documents. If the Change Order or Construction Change Directive provides for an adjustment to the Contract Price, the adjustment shall be based on one of the following methods: mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation; or unit prices stated in the Contract Documents or subsequently agreed upon; or cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or on a time and material basis.
- 14.2 In the event the Owner elects to proceed with changed work on a time and material basis, the following provisions shall apply:
 - 14.2.1 For all labor, including a foreman in direct charge of the specified operations, the Contractor shall receive a sum equal to the current standard local rate of wages actually paid for every hour that the labor is actually engaged in such changed work, plus the actual cost of social security taxes, unemployment insurance, and workmen's compensation insurance based on the actual wages paid for such labor, to which cost shall be added

an amount equal to ten percent (10%) thereof for all overhead and profit (including all general supervision and for furnishing and repairing small tools and ordinary equipment used in doing the changed work).

- 14.2.2 For all materials used, the Contractor shall receive the actual cost of such materials, including freight charges as shown by original receipted bills, to which cost shall be added an amount equal to ten percent (10%) thereof for all overhead and profit.
- 14.2.3 For any construction equipment or special equipment including fuel and lubricants therefor, required for the economical performance of the changed work, the Architect shall allow the Contractor a rental price, to be agreed upon in writing before such work is begun, for every hour that such construction equipment or special equipment is actually operated on the work, which rental price shall include all overhead and profit. Such hourly rental price shall not exceed 1/176 part of the monthly rate stated for such equipment in the latest edition of the "Compilation of Rental Rates for Construction Equipment" by Associated Equipment Distributors.
- 14.2.4 Subcontractors are subject to the above and the Contractor mark-up for overhead and profit shall not exceed five percent (5%) of the amount due to the Subcontractor.
- 14.2.5 The Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting of all time and material costs, together with appropriate supporting data.

15.0 TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- 15.1 Time is of the essence in the performance of the Work under this Agreement. The date of beginning and the time for completion of the Work are essential conditions of the Contract Documents. The required date of commencement of the Work shall be established in the Notice to Proceed to be issued by the City. As noted in the Agreement, Contractor shall commence the Work within ten (10) calendar days after the required date of commencement. Any Work performed by Contractor prior to the required date of commencement shall be at the sole risk of Contractor. The Notice to Proceed shall be issued within thirty (30) days of the execution of the Agreement by the City. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement of the City and Contractor. If the Notice to Proceed has not been issued within the thirty (30) day period or within the period mutually agreed upon, the Contractor may terminate the Agreement without further liability on the part of either party by providing the City written notice of such termination, in which event such termination shall be deemed a termination for convenience of the City as set forth in Section 17.5 below. Provided, however, notwithstanding anything in the Contract Documents to the contrary, in the event of such termination pursuant to this Section 15.1, Contractor acknowledges and agrees that no payments will be due. Contractor nor shall the City make any payments to Contractor for any Work that would have been authorized under the Agreement once executed by both parties.
- 15.2 The Contractor will proceed with the Work at such rate of progress to ensure Substantial Completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the City, that the Contract Time for Substantial Completion of the Work is a reasonable period of time. The Construction Schedule shall include the date the Work must be substantially completed by Contractor and all interim milestones required by the City. Substantial Completion of the Work shall be achieved when the Work has been completed to the point where the

City can occupy or utilize the Work for its intended purpose. The Architect shall certify the date Substantial Completion of the Work is achieved. If the City has designated portions of the Work to be turned over to the City prior to Substantial Completion of the entire Work as provided in Section 15.3 below, the Architect shall certify the date as to when Substantial Completion of such designated portions of the Work have been achieved. The entire Work shall be fully completed and ready for final acceptance by the City within 30 calendar days after Substantial Completion of the Work or thirty (60) days after Contractor's receipt of the punch list, whichever date occurs last.

- 15.2.1 Once the Contractor believes it has achieved Substantial Completion of the Work, it shall notify the City and Architect in writing and request a substantial completion inspection. Concurrent with its delivery of such written notice, Contractor shall submit its initial punch list for the City's and Architect's review. Any Work remaining to be completed or any defective work to be remedied shall be listed on the punch list. Once the substantial completion inspection has been made, Owner and Architect shall modify the Contractor's initial punch list to include all items to be completed or repaired by Contractor in order to achieve final acceptance of the Work. Thereafter, the Architect shall provide Contractor a copy of the final punch list. Such final punch list shall be in compliance with the Contract Documents and all applicable laws, including Section 218.735 of the Florida Statutes. Accordingly, if the Contract Price is less than \$10 million, Architect shall provide the final punch list to Contractor within 30 calendar days after Contractor has achieved Substantial Completion. If the Contract Price is \$10 million or more, Architect shall provide the final punch list to Contractor within 60 calendar days after Contractor has achieved Substantial Completion. Contractor acknowledges and agrees that the failure to include any corrective work or pending items not yet completed on the punch list does not alter the responsibility of Contractor to complete all the Work required under this Contract.
- 15.3 The City may take early occupancy of all or any portions of the Work, at the City's election, by designating in writing to Contractor the specific portions of the Work to be occupied and the date such occupancy shall commence. If any such specific early occupancy was not expressly identified in the bidding documents issued with respect to this Agreement (as they may have been modified by any applicable Addenda) and such early occupancy adversely impacts Contractor's cost or time of performance, Contractor shall be entitled to an equitable adjustment to the Contract Price and the Contract Time, all in accordance with the other terms and conditions of the Contract Documents.
- 15.4 The City and Contractor recognize that, since time is of the essence for this Agreement, the City will suffer financial loss if the Work is not substantially completed within the Contract Time, as said time may be adjusted as provided for herein. In such event, the total amount of the City's damages, will be difficult, if not impossible, to definitely ascertain and quantify, because this is a public construction project that will, when completed, benefit the public. It is hereby agreed that it is appropriate and fair that the City receive liquidated damages from Contractor, if Contractor fails to achieve Substantial Completion of the Work within the required Contract Time. Should Contractor fail to substantially complete the Work within the Contract Time, the City shall be entitled to assess, as liquidated damages, but not as a penalty, the amount for liquidated damages as specified in the Agreement for each calendar day thereafter until Substantial Completion is achieved. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and

reasonable estimate of the City's actual damages at the time of contracting if Contractor fails to achieve Substantial Completion of the Work within the Contract Time.

15.4.1 In the event the Work is not fully completed within 30 days from the date of Substantial Completion, the City reserves the right to assess against Contractor its actual damages incurred as a result of such delay by Contractor.

16.0 CORRECTION OF DEFECTIVE WORK

16.1 Work not conforming to the requirements of the Contract Documents shall be deemed defective Work. If required by the City or Architect, the Contractor shall as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the defective Work has been rejected by the City or Architect, remove it from the site and replace it with non-defective Work in accordance with the Contract Documents and without additional expense to the City. Further, Contractor shall bear the expense of making good all work of other contractors performing work on the Project destroyed or damaged by such removal or replacement. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of Architects, architects, attorneys and other professionals) made necessary thereby, and shall hold the City and Architect harmless for same. Notwithstanding anything herein to the contrary, the City may determine, at its sole discretion, to accept defective Work. If such determination is rendered prior to final payment, a Change Order or Construction Change Directive shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Price. If the City accepts such defective Work after final payment, Contractor shall promptly pay the City an appropriate amount determined by the City to adequately compensate the City for its acceptance of the defective Work.

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

17.0 SUSPENSION OF WORK, TERMINATION, AND DELAY

- 17.1 The City shall have the right to suspend the Work or any portion thereof for a period of not more than ninety (90) days or such additional time as agreed upon by the Contractor, upon giving Contractor written notice of such suspension to the Contractor. The City or Architect shall fix the date on which Work shall be resumed. The Contractor will resume that Work on the date so fixed unless otherwise directed by the City. Provided Contractor strictly complies with the Change Order and Claims procedures set forth in the Contract Documents, Contractor will be entitled to a Change Order adjusting the Contract Price and Contract Time, as provided in the Contract Documents, to the extent attributable to any such suspension, unless said suspension is due to the fault or neglect of Contractor or anyone for whom Contractor is responsible.
- 17.2 If, through no act or fault of the Contractor, the Work is suspended for a period of more than ninety (90) days by the City or under an order of court or other public authority, or the Architect fails to act on any request for payment within thirty (30) days after it is submitted, or the City fails to pay the Contractor any undisputed amounts within thirty (30) days of its approval, then the Contractor may after ten (10) days from delivery of a written notice to the City and the Architect and the City's failure to cure such default (or a maximum of sixty (60) days in the event the default cannot reasonably be cured within ten (10) days provided that the City commences to cure within ten (10) days and thereafter diligently and continuously pursues said cure) terminate the Agreement and recover from the City payment for all Work properly executed and reasonable termination expenses sustained. In addition, and in lieu of terminating the Agreement, if the Architect has failed to act on a request for payment or if the City has failed to make any payment within the aforesaid thirty (30) day periods, the Contractor may upon ten (10) days written notice to the City and the Architect stop the Work until paid all amounts then due, in which event and upon resumption of the Work, a Change Order shall be issued adjusting the Contract Price and Contract Time as provided in the Contract Documents.
- 17.3 Contractor shall be considered in material default of the Agreement and such default shall be considered cause for the City to terminate the Contractor's right to continue to perform under the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the City or Architect or as provided for in the approved Construction Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work contrary to the requirements of the Agreement; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to comply with any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) fails to supply sufficient skilled workmen or suitable materials or equipment; or (11) fails to promptly pay its Subcontractors and Suppliers; or (12) disregards the authority of the City or Architect; or (12) materially breaches any other provision of the Contract Documents. In rendering its decision as to whether one of the causes under Section 17.3 exist which would permit the City to terminate the Agreement, the City shall be entitled to rely upon the determination of the Architect concerning such matter.
- 17.3.1 In such event, and after giving the Contractor and its surety a minimum of ten (10) days from delivery of a written notice to cure any such default (or a maximum of sixty (60) days in the event the default cannot reasonably be cured within ten (10) days provided that Contractor commences to cure

within ten (10) days and thereafter diligently and continuously pursues said cure), the City may at its option, and without releasing or waiving its rights and remedies against Contractor's sureties and without prejudice to any other right or remedy, terminate Contractor's right to proceed under the Agreement in whole or in part, and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, take assignments of any of Contractor's subcontracts and purchase orders that the City may designate, and finish the Work by whatever method the City in its sole discretion may deem expedient.

17.3.2 If Contractor's right to proceed under the Agreement is terminated, Contractor shall not be entitled to receive any further payment until the Work is finished. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including Architect and attorneys' fees) or damages incurred by the City incident to such completion (collectively "Completion Costs"), shall be deducted from the unpaid balance of the Contract Price. Upon the City's completion, if the unpaid balance of the Contract Price exceeds the Completion Costs, such excess shall be paid to the Contractor. If the Completion Costs exceed the unpaid balance of the Contract Price, Contractor shall pay promptly to the City on demand the full amount of such excess and interest thereon at a rate of 6% per annum until paid.

17.3.3 The liability of Contractor hereunder for Completion Costs shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by the City in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefor or re-letting the Work, and in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder. Further, in the event the City has exercised its right to terminate due to Contractor's default, Contractor shall be prohibited from bidding or otherwise seeking additional work from the City in accordance with the City's then current debarment policy.

17.3.4 The City may deduct from any payment, any sum owed by the City to Contractor, either under this Agreement or any other agreement between the City and the Contractor. Further, a default by Contractor under any other agreement with the City shall be deemed a default under this Agreement and a default under this Agreement shall be deemed a default under any other agreement between the City and Contractor.

17.4 Where the Contractor's services have been so terminated by the City, said termination shall not affect any right of the City against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the City due the Contractor will not release the Contractor from compliance with the Contract Documents. Further, if after notice of termination of Contractor's right to proceed pursuant to Section 17.3, it

is determined for any reason that Contractor was not in default, or that its default was excusable, or that the City is not entitled to the remedies against Contractor provided herein, then such termination shall be deemed a termination for the City's convenience and Contractor's remedies against the City shall be the same as and limited to those afforded Contractor under Section 17.5 below.

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

18.0 PAYMENT TO CONTRACTOR

- 18.1 At least ten (10) days before submitting the first Application for Payment, the Contractor shall submit to the City and Architect a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the City or Architect may require. It is anticipated the schedule of values substantially will be based upon the Contractor's completed Bid Proposal Form, attached as Section 00030. This schedule, unless objected to by the City or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. On or before the 25th of each month, the Contractor will submit to the Architect an Application for Payment filled out and signed by the Contractor covering the Work performed since the previous month's Application for Payment. The Application for Payment may also include the cost of such materials and equipment which are suitably stored either at or off the site to the extent such payment is approved by City as provided in Section 18.1.1 below. Invoices received after the 25th day of each month shall be considered for payment as part of the next month's Application for Payment. Contractor's Application for Payment shall be in such form and contain such detail and backup as the City reasonably may require.

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

18.1.2.1 The Architect will, within ten (10) days after receipt of each Application for Payment, indicate in writing its recommendation as to that portion of the payment being requested by Contractor in the Application for Payment which Architect believes is due and payable. The City shall pay Contractor that portion of the Application for Payment approved by Architect and Owner within fifteen (15) days of the City's receipt of the Architect's payment recommendation.

18.1.2.2 City shall retain an amount equal to 5% of the approved amount to be paid Contractor under each monthly Application for Payment. The retainage shall be accumulated and not released to Contractor until final payment is

due. Provided, however, the City reserves the right, in its sole discretion, to reduce such retainage prior to final payment; but at no time shall the retainage be reduced to less than three percent (3%) prior to Contractor achieving Substantial Completion. Provided, further however, if at any time during this Agreement, and in the City's sole discretion, the City becomes dissatisfied with Contractor's performance or if Contractor is in default, the City shall have the right to reinstate the full amount of retainage at five percent (5%).

- 18.1.2.3 Monthly payments to Contractor shall in no way imply approval or acceptance of the Work.
- 18.1.3 Each Application for Payment shall be accompanied by a claim release and waiver in the form set forth in the City's Project Administration Manual from Contractor for all materials, labor, equipment, services and other bills associated with that portion of the Work payment is being requested in that Application for Payment. Further, each Application for Payment shall be accompanied by a claim release and waiver in the form set forth in the City's Project Administration Manual from all Subcontractors and Suppliers evidencing their payment in full through the previous month's Application for Payment. Also, each Application for Payment shall be accompanied by an updated Construction Schedule, a list inventorying all stored materials, a monthly progress status report, and any other document reasonably requested by City. The City shall not be required to make payment until and unless such releases, documents and information are furnished by Contractor. Further, if Contractor is withholding any portion of a payment to any Subcontractor or Supplier for any labor, services, or materials for which the City has paid Contractor, Contractor agrees to refund such money to the City upon demand by the City.
- 18.1.4 Architect shall review each Application for Payment submitted by Contractor and shall make recommendations to the City as to the proper amounts, if any, which may be owed Contractor thereunder. Both Architect and the City shall have the right to refuse to approve payment amounts, or portions thereof, requested by Contractor in an Application for Payment, or rescind any amount previously approved, and the City may withhold any payments otherwise due Contractor under this Agreement or any other agreement between the City and Contractor, to the extent it is reasonably necessary, to protect the City from any expense, cost or loss attributable to: (a) defective or deficient Work not properly remedied in accordance with the terms of the Contract Documents; (b) the filing or reasonable evidence indicating the probable filing of third party claims against the City attributable to the fault or neglect of Contractor; (c) Contractor's failure to make timely and proper payments to all Subcontractors and Suppliers; (d) reasonable evidence that the remaining Work cannot be completed for the unpaid Contract Price balance; (e) reasonable evidence indicating that the remaining Work cannot be completed within the remaining Contract Time; (f) Contractor's failure to satisfactorily prosecute the Work in accordance with the requirements of the Contract Documents; or (g) any other material breach of the requirements of the Contract Documents by Contractor. The City shall have the right, but not the obligation, to take any corrective action the City deems appropriate to cure any of the above noted items, at Contractor's expense, if such items are not cured by Contractor to the City's reasonable satisfaction within three (3) days after Contractor's receipt of written notice from the City.

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

19.0 ACCEPTANCE OF FINAL PAYMENT AS RELEASE

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

20.0 CONTRACT SECURITY

- 20.1 The Contractor shall within ten (10) days after the receipt of the Notice of Award and prior to the start of any Work furnish the City with a Performance Bond and a Payment Bond in penal sums equal to 100% of the amount of the Contract Price and in the forms attached as Sections 00060 and 00070. Such Bonds shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the State of Florida and named on the current lists of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570 and approved by the City. The expense of these Bonds shall be borne by the Contractor. If at any time a surety on any such Bond is declared as bankrupt or loses its rights to do business in Florida or is removed from the list of Surety Companies accepted on Federal Bonds, Contractor shall within ten (10) days after notice from the City to do so, substitute an acceptable Bond (or Bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the City. The premiums on such replacement Bond shall be paid by the Contractor. No further payment shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable Bond to the City.
- 20.2 The Contractor and its Surety, for value received, hereby stipulate and agree that any and all claims, demands, actions or suits whatsoever, arising under this Agreement and/or bonds, shall be subject to the sole and exclusive jurisdiction and venue of the appropriate state court in and for Bay County, Florida. The Contractor and its Surety do agree, by execution of these documents, that the sole and exclusive jurisdiction and venue in said forum is proper and appropriate since performance of the underlying contract for which these documents are executed is to be accomplished within Bay County, Florida.

21.0 ASSIGNMENTS

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

22.0 INDEMNIFICATION AND HOLD HARMLESS

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

23.0 SEPARATE CONTRACTS AND COOPERATION

- 23.1 The City reserves the right to perform other work related to the Project at the site by the City's own forces, have other work performed by utility owners or let other direct contracts

for work to be constructed at the same time, and in connection with, the Work included in this Agreement. The Contractor shall cooperate with all other contractors in such a manner, and to such extent, as best to facilitate the completion of the entire Project in the shortest time possible, subject to, at all times, the approval of the Architect and Owner. It shall be the duty of each contractor to work with the other contractors, render such assistance, and to arrange its work in such a manner that shall allow the entire Project to be delivered complete and in the best possible condition. The Contractor shall afford other contractors and utility owners' reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate the Work with theirs. If the proper execution or results of any part of the Contractor's Work depends upon the work of any other Contractor, the Contractor shall inspect and promptly report to the Architect any defects in such work that render it unsuitable for such proper execution and results.

- 23.2 If the performance of additional work by other contractors, utility owners, or the City is not noted in the Contract Documents prior to the execution of the Agreement, written notice thereof shall be given to the Contractor prior to starting any such additional work. If the Contractor believes that the performance of such undisclosed additional work by the City or others involves it in additional expense or entitles it to an extension of the Contract Time, the Contractor shall send written notice of that fact to the City and Architect within seven (7) calendar days of being notified of the other work and the Contractor may make a claim thereof as provided in Sections 13 and 14. If Contractor fails to send the above required seven (7) calendar days' notice, Contractor will be deemed to have waived any rights it otherwise may have had to seek an extension to the Contract Time or adjustment to the Contract Price.
- 23.3 Contractor shall afford each utility owner and City's other contractors (or the City, if the City is performing the additional work with the City's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall be responsible for all damage to the work of others caused by the performance of its Work. Further, Contractor shall not in any way cut or alter the work of others without first receiving the written consent of that other person and Architect. If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or the City), Contractor shall inspect and promptly report to Architect in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Such report must be made within three (3) business days of the time Contractor first became aware of the delay, defect or deficiency. Contractor's failure to report within the allotted time will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work, except for latent defects not discovered by Contractor.
- 23.4 The Contractor shall keep itself fully informed at all times regarding all details of the work of other contractors working at the site, and it shall be responsible for all delays that may result from its failure to install the Work in the proper manner and at the proper time.
- 23.5 The Contractor shall be responsible for coordinating the relocation of existing utilities (with the respective utility companies) as needed to construct the Project. Attention is called to the fact that Contractor is responsible for contacting all utility companies to obtain locations of all existing utilities or obstructions which it may encounter during construction. After location of utilities by the appropriate utility company, it is the Contractor's liability to protect all such utility lines, including service lines and appurtenances, and to replace at its own expense any which may be damaged by the Contractor's equipment or forces during construction of the Project. The City will pay fees charged by the utility company for

relocating these utilities.

24.0 SUBCONTRACTING

- 24.1 Contractor shall review the design and shall determine how it desires to divide the sequence of construction activities. Contractor will determine the breakdown and composition of bid packages for award of subcontracts, based on the current Construction Schedule, and shall supply a copy of that breakdown and composition to the City and Architect for their review and approval. The Contractor may utilize the services of specialty Subcontractors on those parts of the Work which, under normal contracting practices, are performed by specialty Subcontractors. Contractor shall be solely responsible for and have control over the Subcontractors.
- 24.2 Prior to submitting its first Application for Payment, Contractor shall submit to the City a list of the names, addresses, licensing information and phone numbers of the Subcontractors Contractor intends to use for each portion of the Work, as well as identifying in writing those portions of the Work it intends to perform with its own employees. The Contractor shall not use a Subcontractor or Supplier against whom the Owner has a reasonable objection. The list identifying each Subcontractor cannot be modified, changed, or amended without prior written approval from the City. Contractor shall continuously update that list, so that it remains current and accurate throughout the entire performance of the Work. Any and all work to be self-performed by Contractor must be approved in writing by the City in its sole discretion prior to commencement of such Work. The Contractor shall not award work to Subcontractor(s) in excess of fifty percent (50%) of the Contract Price, without prior written approval of the City.
- 24.3 The Contractor shall be fully responsible for and have control over the acts and omissions of its Subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by it.
- 24.4 The Contractor shall cause appropriate provisions to be inserted in all Subcontracts relative to the work to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the work of Subcontractors and give the Contractor the same power to terminate any subcontract that the City may exercise over the Contractor under any provision of the Contract Documents. Further, each subcontract shall require that any claims by a Subcontractor for delay or additional cost must be submitted to Contractor within the time and in the manner in which Contractor must submit such claims to the City, and that failure to comply with such conditions for giving notice and submitting claims shall result in the waiver of such claims.
- 24.5 All subcontracts between Contractor and its Subcontractors shall be in writing and are subject to the City's approval. Further, all subcontracts shall (1) require each Subcontractor to be bound to Contractor to the same extent Contractor is bound to the City by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the Subcontractor, (2) provide for the assignment of the subcontracts from Contractor to the City at the election of the City upon termination of Contractor, (3) provide that the City will be an additional indemnified party of the subcontract, (4) provide that the City will be an additional insured on all insurance policies required to be provided by the Subcontractor except workman's compensation, (5) assign all warranties directly to the City, and (6) identify the City as an intended third-party beneficiary of the subcontract.
- 24.6 Nothing contained in this Agreement shall create any contractual relation between any Subcontractor or Supplier and the City. All subcontracts and purchase orders entered into by Contractor must be in writing, and upon demand from City, Contractor shall deliver to City a full and complete copy of any or all such subcontracts and purchase orders.

- 24.7 Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the Subcontractor will be bound. Each Subcontractor shall similarly make copies of such documents available to its sub-subcontractors.
- 24.8 The Contractor shall not use a Subcontractor or Supplier against whom the City has a reasonable objection and Contractor shall not be required to contract with anyone it reasonably objects to.
- 24.8 The City and Architect are under no duty or obligation whatsoever to any Subcontractor, Supplier, laborer or other party to ensure that payments due and owing by the Contractor to any of them will be made. Such parties shall rely only on the Contractor's surety bonds for remedy of nonpayment by the Contractor.

25.0 ARCHITECT'S AUTHORITY

- 25.1 The Architect shall act as the City's representative during the construction period, shall decide questions which may arise as to quality and acceptability of materials furnished and Work performed, and shall interpret the intent of the Contract Documents in a fair and reasonable manner. The Architect will make visits to the site and determine if the Work is proceeding in accordance with the Contract Documents.
- 25.2 The Contractor will be held strictly to the intent of the Contract Documents in regard to the quality of materials, workmanship, and execution of the Work. Inspections may be at the factory or fabrication plant of the source of material supply.
- 25.3 The Architect and the City will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.
- 25.4 The Architect shall promptly make decisions relative to interpretation of the Contract Documents.

26.0 LAND AND RIGHT-OF-WAYS

- 26.1 Prior to the issuance of the NOTICE TO PROCEED, the City shall obtain all land and rights-of-way necessary for carrying out and for the completion of the Work to be performed pursuant to the Contract Documents, unless otherwise noted in the Contract Documents.
- 26.2 The City shall provide to the Contractor information which delineates and describes the lands owned and rights-of-way acquired.
- 26.3 The Contractor shall provide at its own expense and without liability to the City any additional land and access thereto that the Contractor may desire for temporary construction facilities, or for storage of materials.

27.0 GUARANTEE

- 27.1 The Contractor warrants to the City and Architect that materials and equipment furnished under the Agreement will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. Contractor further warrants to the City that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. Further, any special warranty to be provided will be in such form as is acceptable to the City and shall not include any exclusions, exceptions or modifications except to the extent approved by the City in its sole discretion.

Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear from normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

- 27.2 Contractor expressly warrants to the City that it shall promptly correct, upon receipt of written notice from the City, any portion of the Work which is found to be defective or otherwise not in conformance with the requirements of the Contract Documents. The City will give notice of observed defects with reasonable promptness. Provided, however, in the event that any defective or non-conforming Work is determined by the City in its sole discretion to present an immediate threat to safety or security, the City shall be entitled to correct or replace such defective or non-conforming portions of the Work, and Contractor shall reimburse the City for all costs and expenses incurred by the City in correcting or replacing such Work. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the City may do so and charge the Contractor the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period. With respect to the correction or replacement of any defective or nonconforming Work, Contractor shall be liable for all damage to any part of the Work itself and to any adjacent property which is caused by such corrective or replacement work.
- 27.3 If, within one year after the date of final acceptance of the Work by the City, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the City to do so unless the City has previously given the Contractor an express written acceptance of such condition. The City shall give such notice promptly after discovery of the condition. If the Contractor fails to correct nonconforming Work within a reasonable period of time (not to exceed 10 days) after receipt of notice from the City or Architect, the Owner may correct or replace it in accordance with Section 27.2 above. This one-year correction period is in addition to all other rights and does not limit the time period the City can seek to have the defective Work corrected.
- 27.4 Contractor shall obtain and assign to the City all express warranties given to Contractor by any Subcontractors or by Suppliers.

28.0 CLAIMS AND DISPUTES

- 28.1 The term "Claim" as used herein shall mean any and all demands made by one party hereunder against the other party, whether such demand be for money, time or the assertion of any right or obligation that arises out of the Contract Documents.
- 28.2 Initial notice of Claims by Contractor shall be made in writing to the City and Architect within seven (7) calendar days after the first day of the event giving rise to such Claim or such other time period as may be expressly provided in the Contract Documents. If Contractor fails to give such written notice within the required time period, Contractor shall be deemed to have waived the Claim. Written data supporting Contractor's claim shall be submitted to the City and Architect within thirty (30) calendar days after the occurrence of the event, or such other time period as may be expressly provided in the Contract Documents, unless the City grants additional time in writing, or else Contractor shall be deemed to have waived the Claim.
- 28.3 Contractor shall proceed diligently with its performance as directed by the City, regardless of any pending Claim, unless otherwise agreed to by the City in writing. The

City shall continue to make payments of all undisputed amounts in accordance with the Contract Documents during the pendency of any Claim.

- 28.4 Prior to the initiation of any action or proceeding permitted by this Agreement to resolve disputes between the parties, the parties shall make a good faith effort to resolve any such disputes by negotiation between the President or Vice-President for the Contractor and the City Manager. Failing resolution, and prior to the commencement of depositions in any litigation between the parties with respect to the Project, the parties shall attempt to resolve the dispute through mediation before an agreed-upon Circuit Court Mediator certified by the State of Florida. Should either party fail to submit to mediation as required hereunder, the other party may request a court of law to order mediation under Florida Statutes Section 44.102.
- 28.5 Any litigation between the City and Contractor (which term for the purposes of this Section shall include Contractor's surety), whether arising out of any Claim or arising out of the Agreement or any breach thereof, shall be brought, maintained and pursued solely and exclusively in the appropriate State courts of the State of Florida as set forth in Section 20.2. The City and Contractor each hereby waive and renounce any and all rights and options which they, or either of them, have or might have to bring or maintain any such litigation or action in the Federal Court system of the United States or in any United States Federal District Court. Venue of any such litigation between the City and Contractor shall lie and be only in the appropriate State courts in and for Bay County, Florida. Contractor consents and submits to the exclusive jurisdiction of any such court and agrees to accept service of process from the State of Florida in any matter to be submitted to any such court.

29.0 TAXES

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

30.0 CONTRACT TIME, SCHEDULE OF WORK AND TIME EXTENSIONS

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

payment of premium time, bonuses, or the like be necessary to attract sufficient manpower for the Project, such extra labor costs shall be borne by the Contractor without additional compensation from the City. Further, should the Contractor's Work, through no fault of the Architect, the City, or City's other contractors, fail to progress in accordance with the Construction Schedule, and if, in the opinion of the Architect, the Work cannot be substantially completed within the Contract Time, or if deemed necessary to protect this or adjoining work from damage, the Contractor shall work such additional time over the established hours of work, but excluding Holidays, as required to meet the schedule time without additional expense to the City. In such event, Contractor shall reimburse City for any additional costs incurred by the City associated with such overtime, including any additional costs of the Architect.

- 30.4 When so ordered in writing by the Architect or City, whether to advance the date of Substantial Completion, or for any other reason for the City's benefit, the Contractor shall work overtime and or additional shifts. If the order for such acceleration is not the result of Contractor being behind the approved Construction Schedule, Contractor shall be entitled to a Change Order increasing the Contract Price by its actual net premium costs of such overtime and or shifts so ordered and so worked, including insurance and taxes applicable thereto, (without other overhead or profit). Such costs and expenses shall be subject to audit by the City.
- 30.5 When any period of time is referenced by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day recognized by the City as a legal holiday, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday. The term "business day" as used herein shall mean all days of the week excluding Saturdays, Sundays and all legal holidays observed by the City.

31.0 USE OF SITE

- 31.1 The Contractor shall confine its use of the site for storage of materials, erection of temporary facilities and parking of vehicles to areas within its Agreement limits as directed by the Architect. The Contractor shall not unnecessarily encumber the site at any time.
- 31.2 Contractor acknowledges that areas of the site in which Work under this Agreement may be performed may be used by other contractors for storage of materials, erection of temporary facilities and parking of vehicles. Areas used by other contractors will be vacated, as directed by the Architect to permit Work under this Agreement, provided reasonable notice is given requesting such, all in accordance with the approved Construction Schedule.
- 31.3 No signs or advertisements shall be displayed on the site or building except with the written consent of the City.

32.0 TEMPORARY FACILITIES

- 32.1 The Contractor shall provide electric power and water as it may require for its construction purposes and shall pay all costs incurred. At completion of the Work, all temporary facilities shall be removed from the site. Upon Substantial Completion of the Work, Contractor shall cause all permanent utilities to be utilized by the City that were in Contractor's name during construction of the Project to be transferred over to the City's name.
- 32.2 The Contractor shall provide sanitary facilities for its workmen at all times. Sanitary

facilities shall be of an approved chemical type with regular servicing and appropriately screened from public view, as approved by the Architect and all applicable health authorities.

33.0 CLEAN UP AND DISPOSAL OF WASTE MATERIALS AND HAZARDOUS MATERIALS

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

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

34.0 WARRANTY OF TITLE

34.1 No material, supplies or equipment for the Work shall be purchased by the Contractor subject to any chattel mortgage or under a conditional sale or other agreement by which a lien or an interest therein or any part thereof is retained by the seller or supplier. The Contractor warrants good title to all materials, supplies and equipment installed or incorporated in the Work and title to all such items shall pass to the City upon its incorporation into the Work or payment, whichever occurs first. Contractor shall, at all times, keep the site, together with all improvements and appurtenances constructed or placed thereon by it, free from any claims, liens or charges and further agrees that neither Contractor nor any person, firm, or corporation furnishing any material or labor for any Work covered by this Agreement shall have any right to a lien upon the Work, site or any

improvements or appurtenances thereon. The Contractor shall not at any time suffer or permit any lien, attachment, or other encumbrances under the law of Florida or otherwise by any person or persons whomsoever to remain on file with the City against any money due or to become due for any work done or materials furnished under the Agreement or by reason of any other claim or demand against the Contractor. Such lien, attachment, or other encumbrance, until it is removed, shall preclude any and all claims or demands for any payment to Contractor under virtue of this Agreement.

35.0 OWNERSHIP OF HIDDEN VALUABLE MATERIALS

35.1 All items having any apparent historical or archaeological interest or treasure or valuable materials discovered during any construction activities shall be carefully preserved and reported immediately to the City for determination of appropriate actions to be taken. Any increases to Contractor's time or cost of performance due to historical or archaeological items discovered on the site shall entitle Contractor to a Change Order equitably adjusting the Contract Time and the Contract Price as appropriate and in accordance with the terms of the Contract Documents. Notwithstanding anything in the Contract Documents to the contrary, Contractor shall have no claim or entitlement to any such historical or archaeological interest or treasure or other valuable materials discovered, and all such items shall remain the property of the City.

36.0 AS-BUILT PLANS and DOCUMENTS TO BE KEPT AT THE SITE

36.1 Before final inspection the Contractor shall turn over to the Architect a set of drawings showing field changes and actual installed conditions. CONTRACTOR shall provide to the ARCHITECT two (2) hard copies and one (1) electronic copy of the as-built plans in accordance with the requirements in Appendix B of these Specifications.

36.2 Contractor shall maintain at the Project site or such other place as may be expressly approved in writing by Owner, originals or copies of, on a current basis, all Project files and records, including, but not limited to, the following administrative records: Subcontracts and Purchase Orders; Subcontractor Licenses; Shop Drawing Submittal/Approval Logs; Equipment Purchase/Delivery Logs; Contract Drawings and Specifications with Addenda; Warranties and Guarantees; Cost Accounting Records; Payment Request Records; Meeting Minutes; Insurance Certificates and Bonds; Contract Changes; Permits; Material Purchase Delivery Logs; Technical Standards; Design Handbooks; "As-Built" Marked Prints; Operating & Maintenance Instruction; Daily Progress Reports; Monthly Progress Reports; Correspondence Files; Transmittal Records; Inspection Reports; Bid/Award Information; Bid Analysis and Negotiations; Punch Lists; and a Construction Schedule (including all updates). The Project files and records shall be available at all times to the City and Architect or their designees for reference, review or copying.

37.0 SILENCE OF SPECIFICATIONS

37.1 To the extent the Work involves road or bridge construction, the apparent silence of the Contract Documents as to any details or the omission from them of a detailed description concerning any point shall be regarded as meaning that such portion of the Work shall be performed in accordance with the latest edition of the Florida DOT Standard Specifications for Road and Bridge Construction.

38.0 GRATUITIES

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

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

- 38.2 In the event this Agreement is terminated as provided in Section 38.1, the City may pursue the same remedies against the Contractor as it could pursue in the event of a breach of the Agreement by the Contractor. As a penalty, in addition to any other damages to which it may be entitled by law, the City may pursue exemplary damages in an amount (as determined by the City) which shall be not less than three nor more than ten times the costs the Contractor incurs in providing any such gratuities to any such official, agent or employee of the City.

39.0 AUDIT AND ACCESS TO RECORDS

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

40.0 EQUAL OPPORTUNITY REQUIREMENTS

- 40.1 For all contracts in excess of \$10,000, the Contractor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
- 40.2 The Contractor's compliance with Executive Order 11246 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the Standard Federal Equal Employment Opportunity Construction Contract Specifications, as set forth in 41 CFR Part 60-4 and its efforts to meet the goals established for the geographic area where the Agreement is to be performed.

41.0 CHANGED CONDITIONS

- 41.1 Notwithstanding anything in the Contract Documents to the contrary, if conditions are encountered at the Project site which are (i) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (ii) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, and which reasonably should not have been discovered by Contractor as part of its scope of site investigative services required pursuant to the terms of the Contract Documents, then Contractor shall provide the City with prompt written notice thereof before conditions are disturbed and in no event later than seven (7) calendar days after first observance of such conditions. The City and Architect shall promptly investigate such conditions and, if they differ materially and cause an increase or decrease in Contractor's cost of, or time required for, performance of any

part of the Work, the City will acknowledge and agree to an equitable adjustment to the Contract Price or Contract Time, or both, for such Work. If the City determines that the conditions at the site are not materially different from those indicated in the Contract Documents or not of an unusual nature or should have been discovered by Contractor as part of its investigative services, and that no change in the terms of the Agreement is justified, the City shall so notify Contractor in writing, stating its reasons. Claims by Contractor in opposition to such determination by the City must be made within seven (7) calendar days after Contractor's receipt of the City's written determination notice. If the City and Contractor cannot agree on an adjustment to the Contract Price or Contract Time, the dispute resolution procedure set forth in the Contract Documents shall be complied with by the parties.

42.0 COMPLIANCE WITH LAWS

42.1 Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, administrative orders, regulations and requirements applicable to the Project, including but not limited to those dealing with safety (including, but not limited to, the Trench Safety Act, Chapter 553, Florida Statutes). An executed copy of Contractor's Trench Safety Act Certificate of Compliance (the form of which is attached hereto as Section 00096) has been delivered to City with the Contractor's Bid Proposal Form. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify the City and Architect in writing. Contractor has provided a separate line item in its Bid identifying the cost of compliance with the applicable trench safety standards set forth in the Trench Safety Act.

43.0 PUBLIC ENTITY CRIMES

43.1 By its execution of the Agreement and the Contractor's Public Entities Crime Statement, in the form set forth in Section 00097). Contractor acknowledges that it has been informed by the City of and warrants that it is in compliance with the terms of Section 287.133(2)(a) of the Florida Statutes which reads as follows:

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

44.0 INSURANCE

44.1 During the term of this Agreement, Contractor shall provide, pay for, and maintain, with companies satisfactory to the City, the types and limits of insurance required by the Contract Documents. All insurance shall be from responsible companies eligible to do business in the State of Florida. Simultaneously with the execution and delivery of this Agreement by Contractor, Contractor shall deliver to the City the properly completed and executed Certificate of Insurance, in the form set forth in Section 00099 along with any other properly completed and executed Certificates of Insurance that may be necessary, evidencing the fact that Contractor has acquired and put in place the insurance coverages and limits required herein. In addition, certified, true and exact copies of all insurance policies required shall be provided to the City, on a timely basis, if requested by the City. These Certificates and policies shall contain provisions that at least thirty (30) calendar days advanced written notice by registered or certified mail shall be given the City of any

cancellation, intent not to renew, or any policy change that would result in a reduction in the policies' coverages, except in the application of the Aggregate Limits Provisions. The renewal of any insurance required to be maintained by Contractor hereunder shall be by a renewal Certificate of Insurance in the same form as was required for the original Certificate of Insurance, which renewal Certificate of Insurance shall be delivered to City at least ten (10) calendar days prior to expiration of current coverages so that there shall be no interruption in the Work due to lack of proof of insurance coverages required of Contractor under this Agreement.

- 44.2 Contractor shall also notify the City, in the same manner required in Section 44.1 above, within two (2) calendar days after Contractor's receipt, of any notices of expiration, cancellation, non-renewal or material change in coverages or limits received by Contractor from its insurer, and nothing contained herein shall relieve Contractor of this requirement to provide notice. In the event of a reduction in the aggregate limit of any policy to be provided by it hereunder, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy. If, at any time, City requests a written statement from an insurance company as to any impairment to any aggregate limit of any policy to be provided by it hereunder, Contractor shall promptly authorize and cause to be delivered such statement to City. All insurance coverages of Contractor shall be primary to any insurance or self-insurance program carried by the City applicable to this Agreement. Any such self insurance programs or coverages shall not be contributory with any insurance required of the Contractor under the terms of this Agreement. All insurance policies, other than the Workers Compensation policy and the Surveyor's Professional Liability policy, provided by Contractor to meet the requirements of this Agreement shall name the City as an additional insured through the use of ISO Endorsement No. CG 20.10.10.01 and No. CG 20.37.10.01 wording, as to the operations of Contractor under the Contract Documents and shall also provide the Severability of Interest provision (also referred to as the Separation of Insureds provision). Companies issuing the insurance policy or policies shall have no recourse against the City for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
- 44.3 All insurance policies to be provided by Contractor pursuant to the terms hereof shall be performable in Bay County, Florida and must expressly state that the insurance company will accept service of process in Bay County, Florida and that the exclusive venue and exclusive jurisdiction for any action concerning any matter under those policies shall be in the appropriate state court situated in Bay County, Florida.
- 44.4 The acceptance by the City of any Certificate of Insurance pursuant to the terms of this Agreement evidencing the insurance coverages and limits required hereunder does not constitute approval or agreement by the City that the insurance requirements have been met or that the insurance policies shown on the Certificates of Insurance are in compliance with the requirements of this Agreement.
- 44.5 Before starting and until completion of all Work required hereunder, Contractor shall procure and maintain insurance of the types and to the limits specified in the Contract Documents. Contractor shall require each of its Subcontractors to procure and maintain, until the completion of that Subcontractor's work or services, insurance of the types and to the limits specified in the Contract Documents, unless such insurance requirement for the Subcontractor is expressly waived or modified in writing by the City. Contractor shall not enter or otherwise occupy the Project site or commence any Work to be performed under this Agreement at the Site or any other property of the City until all insurance required hereunder has been obtained by Contractor and such proof of insurance, as the same is required under this Agreement, has been delivered to City. Contractor shall require all property insurance policies related to the Work and secured and maintained by Contractor and its Subcontractors to include provisions providing that each of their

insurance companies shall waive all rights of recovery, under subrogation or otherwise, against the City and any of its separate contractors and the agents, employees and subcontractors of any of them.

- 44.6 Should at any time Contractor or any of its Subcontractors not maintain the insurance coverages required in this Agreement, the City may terminate this Agreement for Contractor default or at its sole discretion shall be authorized to purchase such coverages and charge Contractor for such coverages purchased, to include a fifteen percent (15%) administrative fee. If Contractor fails to reimburse the City for such costs within thirty (30) calendar days after demand, the City has the right to offset those costs from any amount due Contractor under this Agreement. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company/companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under this Agreement. If the City exercises its option to purchase such required coverages, the coverages shall not be cancelled by Contractor and shall stay in force until the normal expiration date according to the terms and conditions of the insurance policy.
- 44.7 As may be required by City from time to time, the status of any insurance aggregate limits are to be confirmed in writing by the respective insurance companies. The amounts and types of insurance Contractor shall comply with all of the requirements of this Section 44 unless otherwise agreed to, in writing, by City.

END OF SECTION 00 10 00

**IMPOUND BUILDING EXTERIOR UPGRADES
FOR PANAMA CITY BEACH POLICE DEPT
BID SET
OCTOBER 12, 2022**

SECTION 00 80 00 – SUPPLEMENTARY CONDITIONS

PART 1 - GENERAL

1.1 CLAIM PERIOD

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

1.2 REGULAR WORKING HOURS

- A. Regular working hours are defined as up to forty hours per week with a maximum of ten hours per day, Monday through Friday, beginning no earlier than 7:00 A.M. and ending no later than 5:00 P.M., excluding holidays. Any work beyond ten hours per day or forty hours per week shall be considered overtime. The Contractor shall not work on holidays. The Contract Time shall not be extended due to holidays falling within the Contract Time. Whenever the Contractor is performing any part of the Work, with the exception of equipment maintenance and cleanup, inspection by Owner's representative will be required. Requests to perform the Work at times other than during regular working hours must be submitted in writing to the Project Representative, at least 48 hours prior to any proposed weekend work or scheduled extended workweeks, to give the Owner ample time to arrange for representation and/or inspection during those periods. Periodic unscheduled overtime on weekdays will be permitted provided that two hours' notice is provided to and acknowledged in writing by the Project Representative prior to the end of the regular working day. Maintenance of the Contractor's equipment and cleanup may be performed during hours other than regular working hours.

1.3 DEFECTIVE WORK

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

1.4 CORRECTIVE WORK

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

1.5 STORED EQUIPMENT AND MATERIALS

- A. The Contractor shall furnish evidence that payment received on the basis of materials and equipment, not incorporated and suitably stored, has in fact been paid to the respective supplier(s) within sixty (60) days of the Application of Payment on which the material/equipment first appeared. Failure to procure said evidence of payment shall result in the withdrawal of previous approval(s) and removal of the related equipment and materials from the Application of Payment.

1.6 SUBSTANTIAL COMPLETION

- A. In addition to the other terms and conditions set forth in the Contract Documents, the Work will not be considered substantially complete unless and until Contractor has completed each of the following to the satisfaction of the Owner:
1. All components of the Work have been installed, tested and approved.
 2. All repair and coating systems have been properly cured.
 3. All data specified in the Contract Documents have been delivered to the Owner.
 4. Impound Building and site is fully functional and available for City use.

END OF SECTION 00 80 00

**IMPOUND BUILDING EXTERIOR UPGRADES
FOR PANAMA CITY BEACH POLICE DEPT
BID SET
OCTOBER 12, 2022**

SECTION 00 80 80 – SALES TAX EXEMPTION ADDENDUM

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

TERMS AND CONDITIONS

1. The parties intend by this Addendum to comply with the procedures and elements described in Florida Administrative Code 12A-1.051 and 12A-1.094 and any conflict or ambiguity in this Addendum shall be resolved in favor of meeting the elements necessary to make tax exempt the purchases contemplated by this Addendum.
2. The City shall, at its sole discretion, have the option to purchase directly from the supplier or vendor, any building materials or equipment included in the Contractor’s bid for the Contract. Contractor shall, from time to time submit, update and keep current, for consideration by the City, a list of all building materials and equipment to be purchased, organized by supplier or vendor. Such list shall include a brief description of the building materials and equipment and the name and address of the supplier or vendor. Suppliers or vendors reasonably anticipated to furnish building materials and equipment with an aggregate purchase value of less than \$10,000 need not be listed. Contractor’s initial list is attached hereto and incorporated herein. Building materials and equipment not required for the performance of the Contract shall not be purchased under this Addendum. The City reserves the right to delete or add items from this Addendum when it is in the City’s best interest.
3. The City will be liable for the payment of all purchases properly made hereunder.
4. Contractor shall notify all suppliers or vendors not to make sales to the Contractor under this Addendum.
5. For each purchase approved by the City to be made under this Addendum, the Contractor shall furnish the City in writing information sufficient for the City to issue to the supplier its City purchase order for the requested building materials or equipment which shall include

as an attachment the City's Certificate of Exemption. Suppliers and vendors will render statements for materials purchased to the City in care of the Contractor. After receiving and inspecting the materials when they arrive at the job site, verifying that all necessary documentation accompanies the delivery and conforms with the purchase order, Contractor will forward the invoices to the City's duly authorized representative for approval, processing, and delivery to the City for payment. The City will process the invoices and issue payment directly to the supplier or vendor. Contractor will keep and furnish to the City all such records, summaries, reports of purchase orders and invoices, and reports of the status and use of goods handled under this Addendum, as the City may reasonably require.

6. The Contract provides that Contractor will perform the work under the Contract for the Contract Price in the amount of \$_____, as may be amended from time to time as provided in the Contract. Said amount, as amended, due Contractor under the Contract shall be reduced by the sum of all amounts paid by the City for materials and equipment purchased under this Addendum, including any shipping, handling, insurance or other, similar charges paid by the City, and all of the savings of sales and use tax on the purchase of such items.
7. The Contractor shall submit his proposal for base bid and proposals for each Alternate with the inclusion of all required taxes including applicable sales and use tax, the same as if tax were to be paid in the normal manner. Any sales and use tax savings will be affected during the performance of the Contract.
8. Contractor shall immediately notify all subcontractors and material and equipment suppliers of the City's intent to reduce the construction cost of the Project by the purchase of building materials and equipment in the manner herein described and the Contractor shall not withhold his consent to the arrangement.
9. Administrative costs incurred by the Contractor with this Addendum shall be considered to be included in the Total Lump Sum Bid amount for the Work. No addition shall be added to the Contract Price because of the service provided by the Contractor in the purchase of building materials and equipment by the City.
10. All sales and use tax savings on the purchase of building materials and equipment shall be credited to the City and the amount of the Contract Price shall be reduced by the full amount of savings which result from the omission of payment of sales and use tax.
11. By virtue of its payment of material and equipment invoices, the City further intends to benefit from any discounts offered for timely payment to the extent of one-half of the discount offered, the remaining one-half to accrue to the Contractor as an incentive for the Contractor to process invoices well within the discount period. The Contractor shall pay any late penalties caused by its failure to facilitate the processing of invoices within the allotted time.
12. The Contractor, notwithstanding the terms and conditions of this Addendum, shall select, describe, obtain approvals, submit samples, coordinate, process, prepare shop drawings, pursue, receive, inspect, store, protect and guarantee the same as would have been the case if the tax saving procedures were not implemented.
13. The Contractor as bailee shall have the obligation of receiving, inspecting, storing and safekeeping all goods and materials purchased on behalf of the City pursuant to this Addendum. Further, the Contractor shall be responsible for the cost of replacing or repairing any goods or materials lost, stolen, damaged or destroyed while in the Contractor's possession or control as bailee, as well as processing all warranty claims for

- defective goods and materials to the same extent as if such goods had been Contractor-supplied or purchased in the name of the Contractor.
14. Contractor shall maintain separate accounting records for all transactions carried out under the authority granted to it under this Addendum. Such records shall be open to the City or its authorized agent during normal business hours of Contractor.
 15. The City will take both legal and equitable title to the building materials and equipment received from the vendor when delivery is made by the vendor at the Project site. Unless already provided for under the terms of the Contract Documents, Contractor shall cause the City to be insured or named as an additional insured as its interest may appear against any loss or damage to such goods to the extent of their full insurable value. All such insurance shall be in such form and through such companies as may be reasonably acceptable to City and Contractor shall provide City certificates thereof requiring each insurer to provide the City ten (10) days written notice in advance of cancellation or modification of coverage.
 16. Contractor shall be fully responsible for all matters relating to the procurement of materials and equipment covered by this Addendum, including but not limited to, overseeing that the correct materials and the correct amounts are received timely with appropriate warranties; for inspecting and receiving the goods; and for unloading, handling, and storing the materials until installed. Contractor shall inspect the materials when they arrive at the Project site, verify that all necessary documentation accompanies the delivery and conforms with the City's purchase order, and forward the invoice to the City for payment if the goods are conforming and acceptable. Contractor shall verify that the materials conform to Drawings and Specifications and determine before installation that such materials are not defective. Contractor shall manage and enforce the warranties on all materials and equipment covered by this Addendum. Contractor shall be responsible to the City for its failure to fully and timely perform its obligations under this paragraph, and this Addendum generally.
 17. When title to the materials and equipment covered by this Addendum passes to the City prior to being incorporated into the Work, the Contractor's possession of the goods is a bailment until such time as each of such goods is returned to the City by being incorporated into the Work.
 18. The City shall not be liable for delays in the Work caused by delays in delivery of or defects in the goods covered by this Addendum, nor shall such delays or defects excuse Contractor in whole or in part from its obligation to timely perform the Contract.
 19. In the event Contractor objects to the payment of any invoice for goods covered by this Addendum, Contractor shall at no additional cost to the City, provide all assistance, records, and testimony necessary or convenient for the City to resolve the supplier's claim for payment.
 20. This Addendum and the authority granted to Contractor hereunder may be revoked by the City at any time upon verbal or written notice to Contractor at its offices located at _____, during normal business hours.

END OF SECTION 00 80 80

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**IMPOUND BUILDING EXTERIOR UPGRADES
FOR PANAMA CITY BEACH POLICE DEPT
BID SET
OCTOBER 12, 2022**

SECTION 01 04 60 - SPECIAL PROVISIONS

PART 1 – GENERAL

1.1 CONSTRUCTION AREAS

- A. The Contractor shall limit his use of the construction areas for work and for storage to allow for:
 - 1. Work by other contractors.
 - 2. Owner use.
- B. Coordinate use of work site under direction of Owner. The Impound Facility is a secure area and access must be coordinated through the PCB Police Department.
- C. Assume full responsibility for the protection and safekeeping of materials and products under this Contract, stored on the site.
- D. Move any stored products, under Contractor's control, which interfere with operations of the Owner or separate contractor.
- E. Obtain and pay for the use of additional storage of work areas needed for operations.

1.2 OWNER OCCUPANCY

The Owner, at its sole discretion, may continue use of the grounds and interior of the facility during the project. The one-year guaranty period shall commence on the date of substantial completion issued by the Owner.

1.3 SPECIFICATIONS

- A. Specifications
 - 1. The Technical Specifications consist of three parts: General, Products and Execution. The General Section contains General Requirements which govern the work. Products and Execution modify and supplement these by detailed requirements of the work and shall always govern whenever there appears to be a conflict.
- B. Intent
 - 1. All work called for in the Specifications applicable to this Contract, but not shown on the plans in their present form, or vice versa, shall be of like effect as if shown or mentioned in both. Work not specified in either the plans or the Specifications, but involved in carrying out their intent or in the complete and proper execution of the work is required and shall be performed by the Contractor as though it were specifically delineated or described.

2. The apparent silence of the specifications as to any detail, or the apparent omission from them of a detailed description concerning any work to be done and materials to be furnished, shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, and interpretation of these specifications shall be made upon that basis. The inclusion of the General Requirements (or work specified elsewhere) in the General part of the specifications is only for the convenience of the Contractor and shall not be interpreted as a complete list of related Specification Sections.

1.4 WORK PROGRESS

- A. The CONTRACTOR shall construct the work as shown on the drawings and provide equipment which will be efficient, appropriate and large enough to secure a satisfactory quality of work and a rate of progress which will insure the completion of the work within the Contract Time. If at any time such project appears to the OWNER to be inefficient, inappropriate or insufficient for securing the quality of work required or for producing the rate of progress aforesaid, he/she may request the CONTRACTOR to increase the efficiency, change the character or increase the project equipment and the CONTRACTOR shall conform to such request. Failure of the OWNER to give such request shall in no way relieve the CONTRACTOR of his/her obligations to secure the quality of the work and rate of progress required.

1.5 PRIVATE LAND

- A. The CONTRACTOR shall not enter or occupy City facilities and parking outside of the project boundaries except as provided by written permission by the Owner.

1.6 WORK LOCATIONS

- A. Structures and pipelines shall be located substantially as indicated on the Drawings, but the OWNER reserves the right to make such modifications in locations as may be found desirable to avoid interference with existing structures or for other reasons. Where fittings are noted on the Drawings, such notation is for the CONTRACTOR's convenience and does not relieve him/her from laying and jointing different or additional items where required.

1.7 OPEN EXCAVATIONS

- A. All open excavations shall be adequately safeguarded by providing temporary barricades, caution signs, lights, and other means to prevent accidents to persons and damage to property. The CONTRACTOR shall at his/her own expense, provide suitable and safe bridges and other crossings for accommodating travel by pedestrians and workmen. Bridges provided for access during construction shall be removed when no longer required. The length or size of excavation will be controlled by the particular surrounding conditions. The OWNER may require special construction procedures such as limiting the length of the open trench, prohibiting stacking excavated material in the street and requiring that the trench shall not remain open overnight.
- B. The CONTRACTOR shall take precautions to prevent injury to the public due to open trenches. All trenches, excavated material, equipment, or other obstacles which could be dangerous to the public shall be well lighted at night.

- C. The Contractor shall adhere to the requirements of the Florida Trench Safety Act, and O.S.H.A. Excavation Safety Standards 29 CFRs 1926.650 Subpart P.

1.8 TEST PITS

- A. Test pits for the purpose of locating all known and unknown underground pipeline or structures in advance of the construction shall be excavated and backfilled by the CONTRACTOR at the direction of the OWNER. Test pits shall be backfilled immediately after their purpose has been satisfied and the surface restored and maintained in a manner satisfactory to the OWNER. No separate payment will be made.

1.9 CARE AND PROTECTION OF PROPERTY

- A. The CONTRACTOR shall be responsible for the preservation of all public and private property and shall use every precaution necessary to prevent damage thereto. If any direct or indirect damage is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work on the part of the CONTRACTOR, such property shall be restored by the CONTRACTOR, at his/her expense, to a condition similar or equal to that existing before the damage was done, or he/she shall make good the damage in other manner acceptable to the OWNER.
- B. All sidewalks, mailboxes, and driveways which are disturbed by the CONTRACTOR's operations shall be restored to their original construction or better and in accordance with the best modern practice.
- C. Along the location of this work all fences, walks, bushes, trees, shrubbery, and other physical features shall be protected and restored in a thoroughly workmanlike manner. Fences and other features removed by the CONTRACTOR shall be replaced in the location indicated by the OWNER as soon a conditions permit. All grass areas beyond the limits of construction which have been damaged by the CONTRACTOR shall be regraded and seeded.
- D. Trees close to the work shall be boxed or otherwise protected against injury. The CONTRACTOR shall trim all branches that are liable to damage because of his operations, but in no case shall any tree be cut or removed without prior notification of the City. All injuries to bark, trunk, limbs, and roots of trees shall be repaired by dressing, cutting, and painting according to approved methods, using only approved tools and materials. All landscaping to be removed shall be documented and replaced with like kind or better. All palm trees shown on plans shall be spaded out, protected, temporarily stored, and replaced at the same location.
- E. The protection, removal, and replacement of existing physical features along the line of work shall be a part of the work under the Contract, and all costs in connection therewith shall be included in the unit and/or lump sum prices established under the items in the Schedule of Prices.

1.10 PROTECTION AND RELOCATION OF EXISTING STRUCTURES AND UTILITIES

- A. The CONTRACTOR shall assume full responsibility for the protection of all buildings, structures, and utilities, public or private, including poles, signs, services to buildings, utilities in the street, gas pipes, water pipes, hydrants, sewers, storm drains and electric and telephone cables, whether or not they are shown on the Drawings. The CONTRACTOR shall carefully support and protect all such structures and utilities from

injury of any kind. Any damage resulting from the CONTRACTOR's operations shall be repaired by him/her at his/her expense.

- B. The CONTRACTOR shall bear full responsibility for obtaining all locations of underground structures and utilities (including existing water services, drain lines and sewers). Services to buildings shall be maintained, and all costs or charges resulting from damage thereto shall be paid by the CONTRACTOR.
- C. Protection and temporary removal and replacement of existing utilities and structures as described in this Section shall be a part of the work under the Contract and all costs in connection therewith shall be included in the Total Price Bid in the Bid Form.
- D. The Contractor shall be responsible to maintain water, telephone, power, cable TV, sewer, gas and other related utilities throughout construction at no additional cost to the Owner.
- E. The Contractor shall fully cooperate with all private and public utilities during the installation of new facilities, or relocation of existing facilities. The Contractor shall coordinate his work accordingly and shall have no claim except for time extension for delays associated with the proposed utility improvements.

1.11 WATER FOR CONSTRUCTION PURPOSES

- A. In locations where public water supply is available, the CONTRACTOR may purchase water for construction purposes.
- B. The express approval of the OWNER shall be obtained before water is used. Waste of water by the CONTRACTOR shall be sufficient cause for withdrawing the privilege of unrestricted use. Hydrants shall only be operated under the supervision of the OWNER's personnel.
- C. All water drawn from a public water supply shall be metered using a meter supplied by the OWNER.

1.12 MAINTENANCE OF FLOW

- A. The CONTRACTOR shall at his/her own cost, provide for the flow of sewers, drains and water courses interrupted during the progress of the work, and shall immediately cart away and remove all offensive matter. The entire procedure of maintaining existing flow shall be fully discussed with the OWNER well in advance of the interruption of any flow.

1.13 COOPERATION WITHIN THIS CONTRACT

- A. All firms or persons authorized to perform any work under this Contract shall cooperate with the CONTRACTOR and his/her Subcontractors or trades and shall assist in incorporating the work of other trades where necessary or required.
- B. Cutting and patching, drilling and fitting shall be carried out where required by the trade or subcontractor having jurisdiction, unless otherwise indicated herein or approved by the OWNER.

1.14 CLEANUP AND DISPOSAL OF EXCESS MATERIAL

- A. During the course of the work, the CONTRACTOR shall keep the site of his/her operations in as clean and neat a condition as is possible. He/She shall dispose of all residues resulting from the construction work and, at the conclusion of the work, he/she shall

remove and haul away any surplus excavation, broken pavement, lumber, equipment, temporary structures, and any other refuse remaining from the construction operations and shall leave the entire site of the work in a neat and orderly condition.

- B. In order to prevent environmental pollution arising from the construction activities related to the performance of this Contract, the CONTRACTOR and his/her subcontractors shall comply with all applicable Federal, State and local laws and regulations concerning waste material disposal, as well as the specific requirements stated in this Section and elsewhere in the Specifications.
- C. The CONTRACTOR is advised that the disposal of excess excavated material in wetlands, stream corridors and plains is strictly prohibited even if the permission of the property owner is obtained. Any violation of this restriction by the CONTRACTOR or any person employed by him, will be brought to the immediate attention of the responsible regulatory agencies, with a request that appropriate action be taken against the offending parties. Therefore, the CONTRACTOR will be required to remove the fill at his/her own expense and restore the area impacted.

1.15 MAINTENANCE OF ACCESS

- A. Portions of the work are located in developed areas requiring the access for fire and other departments to be provided for and at least one free lane be available for all traffic. CONTRACTORS are to arrange operations in these areas to meet these requirements and secure approval or operating procedures from City of Panama City Beach, or Florida Department of Transportation as the case may be.

1.16 CONNECTION TO WORK BY OTHERS

- A. If construction by others occurs at the same time and in the same areas as work being done under this Contract. The CONTRACTOR will then conduct his operations as follows:
 - 1. Force Mains and Water Mains
 - a. If shown on the Drawings, pipelines constructed under this Contract may be connected to pipelines to be built by others.
 - b. Pipelines built under this Contract will be connected to pipelines constructed by others by removing the plugs at both ends of the pipeline segment and making the connection.
 - c. If the pipelines have not been constructed by others, the pipeline under this Contract shall be laid to the required line and grade, terminated with a plugged connection, precisely at the location of the connection indicated on the Drawings, and then backfilled and marked with a stake and the connection made later as specified in (b) above.

1.17 PROTECTION OF CONSTRUCTION AND EQUIPMENT

- A. All newly constructed work shall be carefully protected from injury in any way. No wheeling or walking or placing of heavy loads on it shall be allowed and all portions injured shall be reconstructed by the CONTRACTOR at his own expense.
- B. All structures shall be protected in a manner approved by the OWNER. If, in the final inspection of the work, any defects, faults or omissions are found, the CONTRACTOR shall cause the same to be repaired or removed and replaced by proper materials and workmanship without extra compensation for the materials and labor required. Further,

the CONTRACTOR shall be fully responsible for the satisfactory maintenance and repair of the construction and other work undertaken herein, for at least the guarantee period described in the contract.

- B. The CONTRACTOR shall take all necessary precautions to prevent damage to any structure due to water pressure during and after construction and until such structure is accepted and taken over by the OWNER.
- C. The CONTRACTOR shall maintain the work during construction and until the project is accepted. This maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces to the end that the road or structures are kept in satisfactory condition at all times. In the case of a Contract for the placing of a course or subgrade previously constructed, the CONTRACTOR shall maintain the previous course or subgrade during all construction operations.
- D. All cost of maintenance work during construction and before the project is accepted shall be included in the unit prices bid on the various pay items and the CONTRACTOR will not be paid an additional amount for such work.

PART 2 – PRODUCTS

(Not Applicable)

PART 3 – EXECUTION

(Not Applicable)

END OF SECTION 01 04 60

**IMPOUND BUILDING EXTERIOR UPGRADES
FOR PANAMA CITY BEACH POLICE DEPT
BID SET
OCTOBER 12, 2022**

SECTION 01 15 00 – MEASUREMENT AND PAYMENT

PART 1 - SCOPE OF WORK

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

1.1 GENERAL

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

1.2 ESTIMATED QUANTITIES

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

1.3 WORK OUTSIDE AUTHORIZED LIMITS

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

1.4 MEASUREMENT STANDARDS

Unless otherwise specified for the particular items involved, all measurements of distance shall be taken horizontally or vertically.

1.5 AREA MEASUREMENTS

In the measurement of items to be paid for on the basis of area of finished work, the lengths and/or widths to be used in the calculations shall be the final dimensions measured along the surface of the completed work within the neat lines shown or designated.

1.6 LUMP SUM ITEMS

Where payment for items is shown to be paid on a lump sum basis, no separate payment will be made for any item of work required to complete the lump sum item. Lump sum bid items shall be complete, tested and fully operable prior to request for final payment. **Measurement shall be based upon the Project Representative's estimate of percent complete per partial payment period.**

1.7 UNIT PRICE ITEM

Separate payment will be made for the items of work described herein and listed on the Bid

Form. Any related work not specifically listed but required for satisfactory completion of the work shall be considered to be included in the scope of the appropriate listed work items.

1.8 OTHER PROVISIONS

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

Testing and placing system in operation.

- Any material and equipment required to be installed and utilized for the tests.
- Maintain the existing quality of service during construction.
- Appurtenant work as required for a complete and operable system.

PART 2 – PRODUCTS

(NOT APPLICABLE)

PART 3 – EXECUTION

3.1 BASE BID:

Measurement of work under this bid item shall be for lump sum items. Payment for all work included under this bid item will be made at the lump sum price bid for mobilization and demobilization of all labor, equipment, materials and appurtenances necessary for performing the work indicated. Mobilization shall include all those operations necessary for the movement of personnel, equipment, supplies, and incidentals to the project site and for the establishment of safety equipment and first aid supplies, and other facilities. Also included as part of this bid item is the cost for shop drawings, working drawings, schedules and documents, coordination, and other miscellaneous items associated with the work. **The lump sum price for mobilization/demobilization will be limited to three percent (3%) of the total contract base bid amount.** Seventy percent (70%) of the lump sum price will be payable with the first month's partial payment. The remaining thirty percent (30%) will be payable with the final partial payment.

Contractor shall provide a schedule of values totaling to the Agreement amount for primary portions of the Work prior to first pay application. Minimum categories shall include: Mobilization/demobilization, Demolition and Removal, Framing, Sheathing and Vapor Barrier, Cement Board Siding and Trim, Doors & Accessories, Painting, Cleanup & Closeout.

END OF SECTION 01 15 00

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 Bidder's 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 - \$1,000,000 Each Accident**
- **Bodily Injury by Disease - \$1,000,000 Policy Limit**
- **Bodily Injury by Disease - \$1,000,000 Each Employee**

Policy coverage terms and conditions to include:

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

Initial Page: _____ Owner _____ Contractor

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

2.3. Automobile Liability

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

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

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

2.4. Umbrella or Excess Liability Required: **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:

- **\$1,000,000 Each Occurrence**
- **\$1,000,000 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.

Initial Page: _____ Owner _____ Contractor

Minimum limits are:

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

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

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

2.6 Riggers Liability Required: **Yes**

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/ Builder's Risk:

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

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

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

Minimum limits are: Including Cleanup Cost

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

Initial Page: _____ Owner _____ Contractor

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

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

Deductibles/Denial of Claims:

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

Leased Successful Bidder' Employee Liability

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

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

Insurer Requirements

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

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

Initial Page: _____ Owner _____ Contractor

Certificate of Insurance

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

Sub-subcontractor/Sub-Vendor

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

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

Notice of Cancellation

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

Additional Insureds

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

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

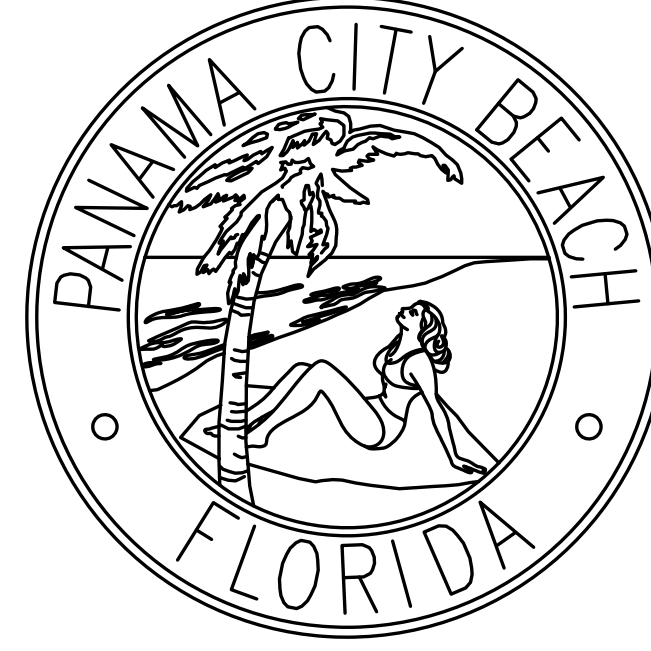
- | | |
|---|--|
| 1. Alternate Employer
Our Subcontractor - Not the PEO | Address
Our Subcontractors Address |
| 2. State of Special or Temporary Employment
All Applicable States | |
| 3. Contract or Project
All Locations or Projects Required by Contract | |

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

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

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

WC 00 03 01 A
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IMPOUND BUILDING EXTERIOR UPGRADE

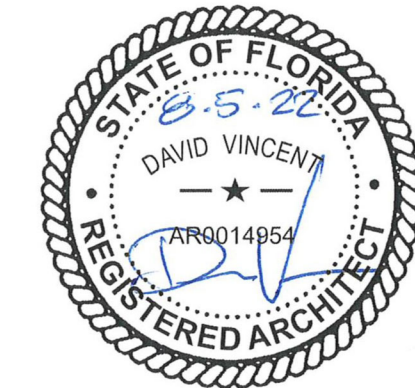
FOR CITY OF PANAMA CITY BEACH POLICE DEPARTMENT BAY COUNTY, FLORIDA

PCB 22-85 ITB

BID SET
AUGUST 1, 2022

DRAWING INDEX

COVER SHEET
A1 FLOOR PLAN AND DETAILS
A2 ELEVATIONS AND DETAILS



JRA
ARCHITECTS

2211 THOMAS DRIVE, STE. 100
PANAMA CITY BEACH, FL 32408
PHONE: (850) 236-9832

Commission Number: 21804-B

GENERAL NOTES

- DESIGN IS BASED ON A WIND OF 110 MPH (EXPOSURE C) AND ROOF LIVE LOAD OF 20 PSF. DESIGN SOIL BEARING CAPACITY IS 1000 PSF.
- METHODS, PROCEDURES, AND SEQUENCES OF CONSTRUCTION ARE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO ENSURE THE INTEGRITY AND STABILITY OF THE STRUCTURE AT ALL STAGES OF CONSTRUCTION.
- ALL LOAD-BEARING FRAMING SHALL BE GROUP II OR GROUP III LUMBER 2 GRADE OR BETTER (M.C. 19%) UNLESS NOTED OTHERWISE. ALL FRAMING EXPOSED TO WEATHER OR IN CONTACT WITH SOIL OR CONCRETE SHALL BE PRESSURE TREATED.
- ALL FRAMING SHALL BE IN ACCORDANCE WITH 2020 FLORIDA BUILDING CODE CHAPTER 11.
- SIMPSON "HD2A" HOLDDOWS ARE REQUIRED WITHIN 12" OF EACH CORNER AND EACH SIDE OF DOOR OR WINDOW OPENINGS WIDER THAN 5 FEET. ADDITIONAL LOCATIONS OR SIZES MAY BE SPECIFIED ON FLOOR PLAN DRAWINGS. SIMPSON "PAHD42" HOLDDOWS MAY BE SUBSTITUTED AT THE CONTRACTOR'S OPTION.
- ALL FASTENERS USED IN EXPOSED CONDITIONS SHALL BE GALVANIZED. WHERE A PARTICULAR FASTENER BRAND (IE: SIMPSON STRONG TIE) IS CALLED OUT, LIKE FASTENERS PRODUCED BY OTHER COMPANIES MAY BE SUBSTITUTED PROVIDED ALL LOAD CAPACITIES ARE EQUAL TO OR GREATER THAN SPECIFIED.
- ALL HEADERS IN 2X4 STUD WALLS SHALL BE CONSTRUCTED OF (2) 2X12'S WITH 1/2" SPACER UNLESS NOTED OTHERWISE. ALL HEADERS IN 2X6 STUD WALLS SHALL BE CONSTRUCTED OF (3) 2X12'S WITH 1/2" SPACERS UNLESS NOTED OTHERWISE. HEADERS WITH 4 FEET OR LESS SPAN SHALL BE STRAPPED TO HEADER STUDS WITH SIMPSON "LST421" STRAPS ON EACH END. HEADERS WITH SPANS BETWEEN 4 AND 9 FEET SHALL HAVE TWO STRAPS ON EACH END.
- TOP PLATE SPLICES SHALL BE MADE WITH A MINIMUM LAP OF 4 FEET AND CONNECTED WITH (16) 16D COMMON NAILS.
- ALL EXTERIOR WINDOWS AND DOORS SHALL BE RATED FOR DESIGN WIND SPEED AND EXPOSURE NOTED IN DESIGN BASIS. INSTALLATION SHALL BE IN ACCORDANCE WITH MANUFACTURERS REQUIREMENTS FOR SPECIFIED WIND LOADING.
- ALL NEW EXISTING SHEATHING SHALL BE PROVIDED & COVERED W/ 1 COAT OF EXTERIOR LATEX WOOD PRIMER & 2 COATS OF EXTERIOR LATEX SEMI-GLOSS PAINT. COLOR TO BE SELECTED BY OWNER FROM BENJAMIN MOORE & CO. STANDARD COLORS. BASIS OF DESIGN: AURA GRAND ENTRANCE SATIN (147).
- WORK FOR THIS PROJECT WILL TAKE PLACE INSIDE A SECURED COMPOUND YARD. ALL WORK ACTIVITIES & PERSONNEL, AS WELL AS CONSTRUCTION SCHEDULE MUST BE SUBMITTED TO THE CITY FOR REVIEW & APPROVAL BY THE CITY OF PANAMA CITY BEACH POLICE DEPARTMENT.

WALL TYPES

- EXISTING WALL
- 6" WOOD STUD WALL w/ EXTERIOR SHEATHING. SEE 1/A1

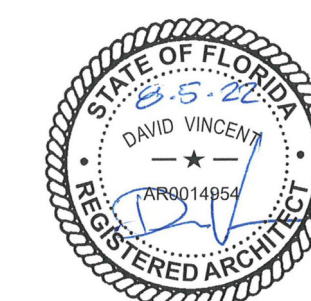
REVISIONS

NO.	DESCRIPTION	DRAWN	CHECKED	DATE

PHASE

PHASE	DRAWN	CHECKED	DATE
95% CONSTRUCTION DOCUMENTS			05/13/22
CONSTRUCTION DOCUMENTS			05/20/22
OWNER COMMENTS			05/21/22
BID SET			06/01/22

JRA ARCHITECTS 2211 THOMAS DR., STE 100
 PANAMA CITY BEACH, FL
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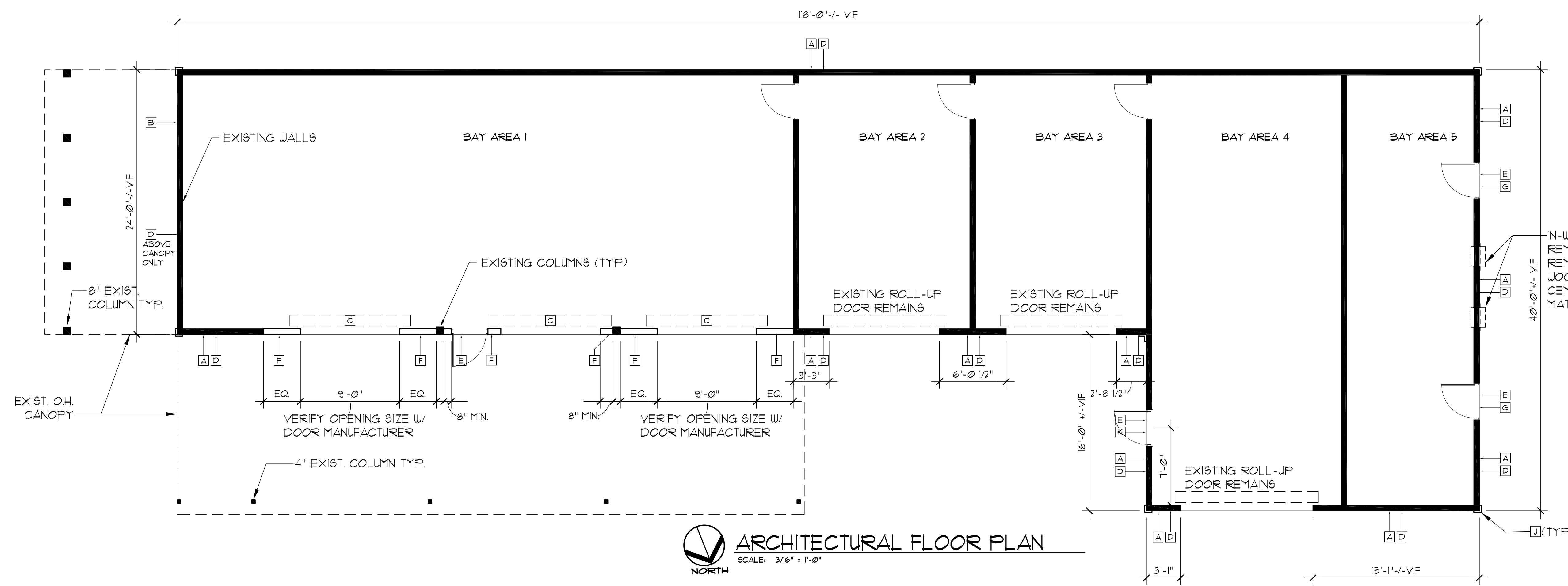


PROJECT: **IMPOUND BUILDING EXTERIOR UPGRADE**

BAY COUNTY, FLORIDA

SHEET TITLE: **FLOOR PLAN**

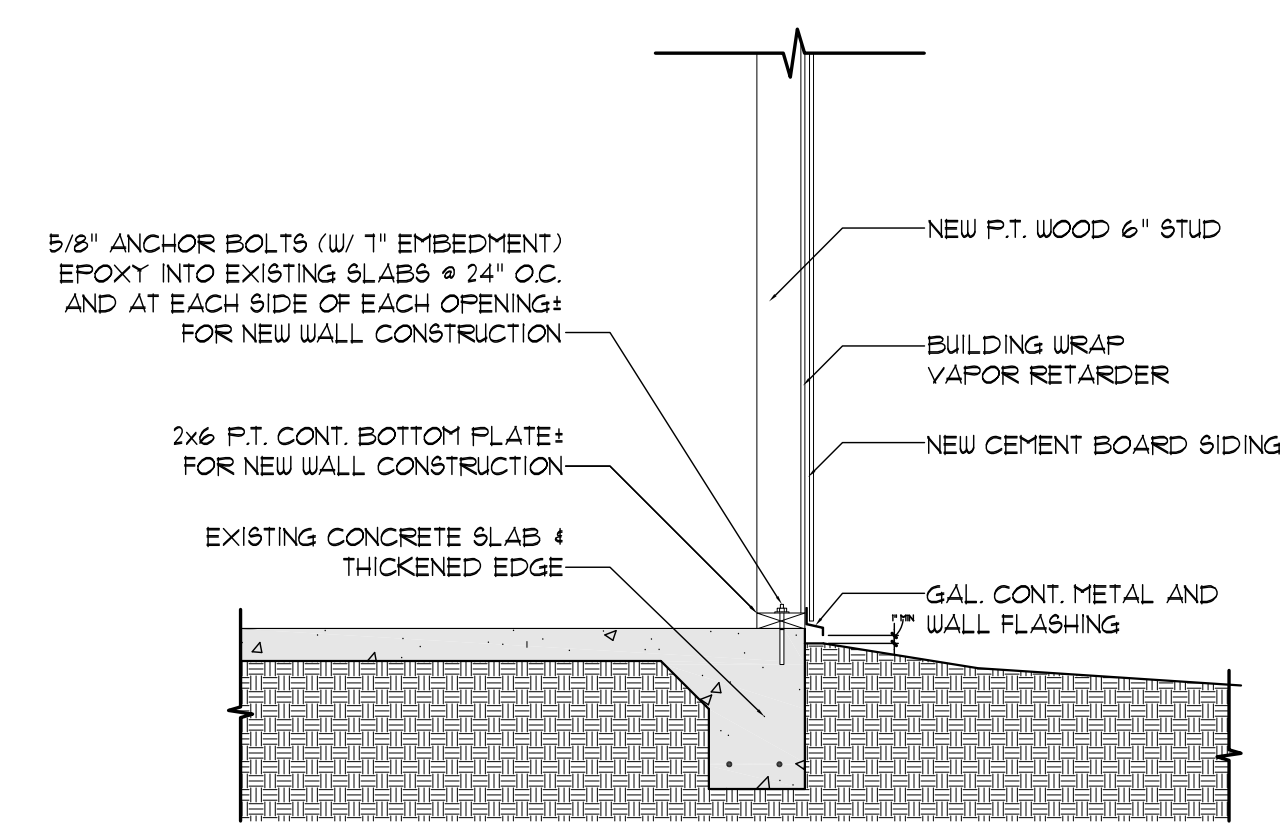
SHEET NUMBER: **A1**



ARCHITECTURAL FLOOR PLAN
 SCALE: 3/16" = 1'-0"
 NORTH

DEMOLITION & CONSTRUCTION NOTES

- A** REMOVE & DISPOSE OF EXISTING EXTERIOR BUILDING SHEATHING. CONTRACTOR TO NOTIFY OWNER IMMEDIATELY IF REMOVAL CAUSES ANY DAMAGE TO EXISTING WOOD STRUCTURE.
- B** EXISTING EXTERIOR BUILDING SHEATHING TO REMAIN UNDER CANOPY AND CANOPY CONNECTION TO STRUCTURE. CONTRACTOR TO REMOVE & DISPOSE OF SHEATHING ABOVE CANOPY ATTACHMENT TO WALL. PROVIDE CONTINUOUS METAL CONNECTOR FLASHING UNDER NEW SHEATHING EXTENDING MIN. 8" ONTO EXISTING CANOPY. (SEE DETAIL 1/A2.) NEW SHEATHING SHALL MATCH EXISTING SHEATHING TO REMAIN IN THICKNESS.
- C** NEW METAL ROLL-UP DOOR (9'-0" W x 10'-0" H) TO MATCH ADJACENT EXISTING ROLL-UP DOOR. SEE GENERAL NOTES FOR JAMB & HEADER REQUIREMENTS.
- D** ALL EXTERIOR WALLS SHALL BE SHEATHED WITH NEW 1/2" THICK CEMENT BOARD VERTICAL PANEL (BASIS OF DESIGN: JAMES HARDIE SIERRA 8 PANELS) NAILED WITH 10d NAILS AT 3" O.C. EDGES AND 12" O.C. INTERIOR. PROVIDE BUILDING WRAP/VAPOR RETARDER (BASIS OF DESIGN: DUPONT TYVEK COMMERCIAL WRAP) AT ALL NEW PANELS. SHEATHING SHALL BE ATTACHED ALONG ALL FOUR EDGES WITH JOINTS OCCURRING OVER COMMON FRAMING MEMBERS OR BLOCKING. SEE DETAIL 1/A1 & 2/A2.
- E** NEW 3'-0" x 6'-8" EXTERIOR GRADE 16 GA. METAL DOOR. PROVIDE STANDARD WOOD FRAME. SEE GENERAL NOTES FOR JAMB & HEADER REQUIREMENTS. PROVIDE A 1/2" ALLOWANCE FOR OWNER SELECTED HARDWARE.
- F** NEW INFILL 6" WOOD STUD WALL W/ EXTERIOR SHEATHING. SEE DETAIL 1/A1.
- G** REMOVE AND DISPOSE OF EXISTING WOOD DOOR AND FRAME.
- H** EXISTING CANOPY TO REMAIN. CONTRACTOR TO CUT & REMOVE SHEATHING UNDER CANOPY JOINING TO WALL. PLACE NEW SHEATHING & VAPOR RETARDER BELOW.
- J** 1 X 2 CEMENT BOARD CORNER TRIM.
- K** MODIFY EXISTING WALL FRAMING TO PROVIDE NEW DOOR OPENING WITH DOUBLE STUD EA. JAMB & 2X12 HEADER (SEE NOTE 8).

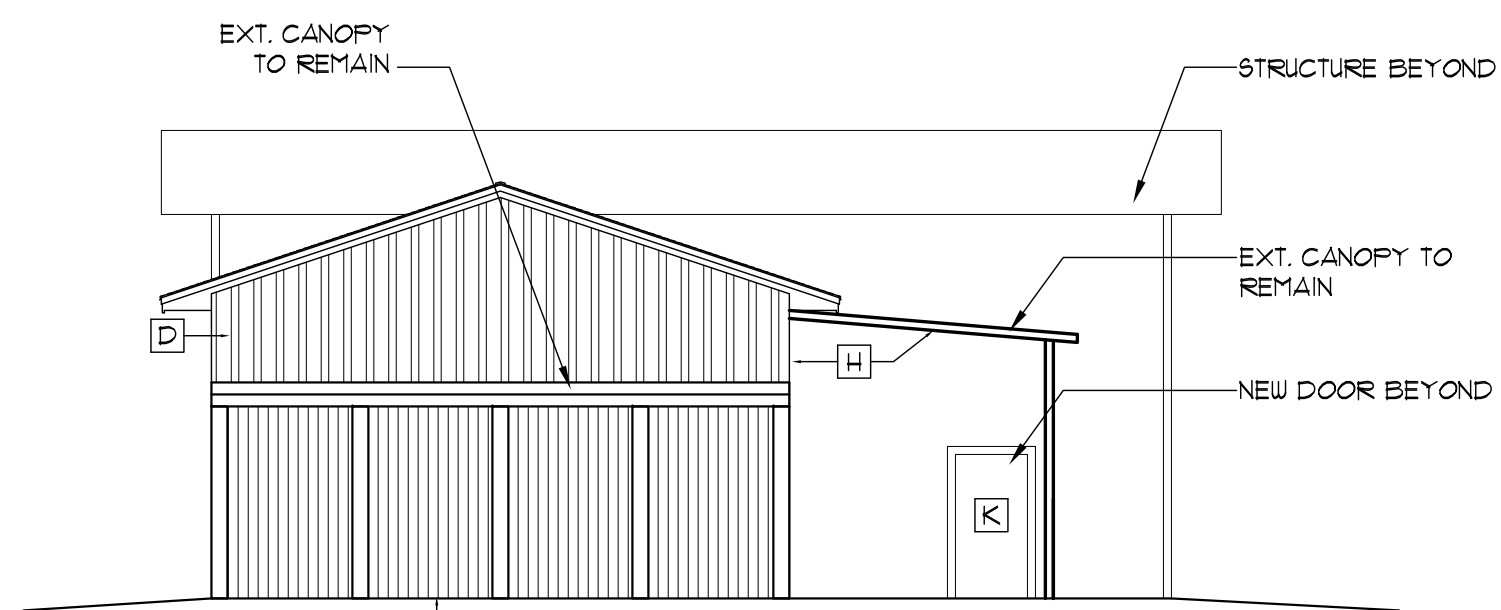


1 TYP. WALL DETAIL
 SCALE: 1/2" = 1'-0"

A121804-PCB Replacement Fire Station 31IMPFOUND BLDG/FLOOR PLANS.dwg, 8/5/2022, 10:36:09 AM, Thinker-PC, Addie PDF, 11

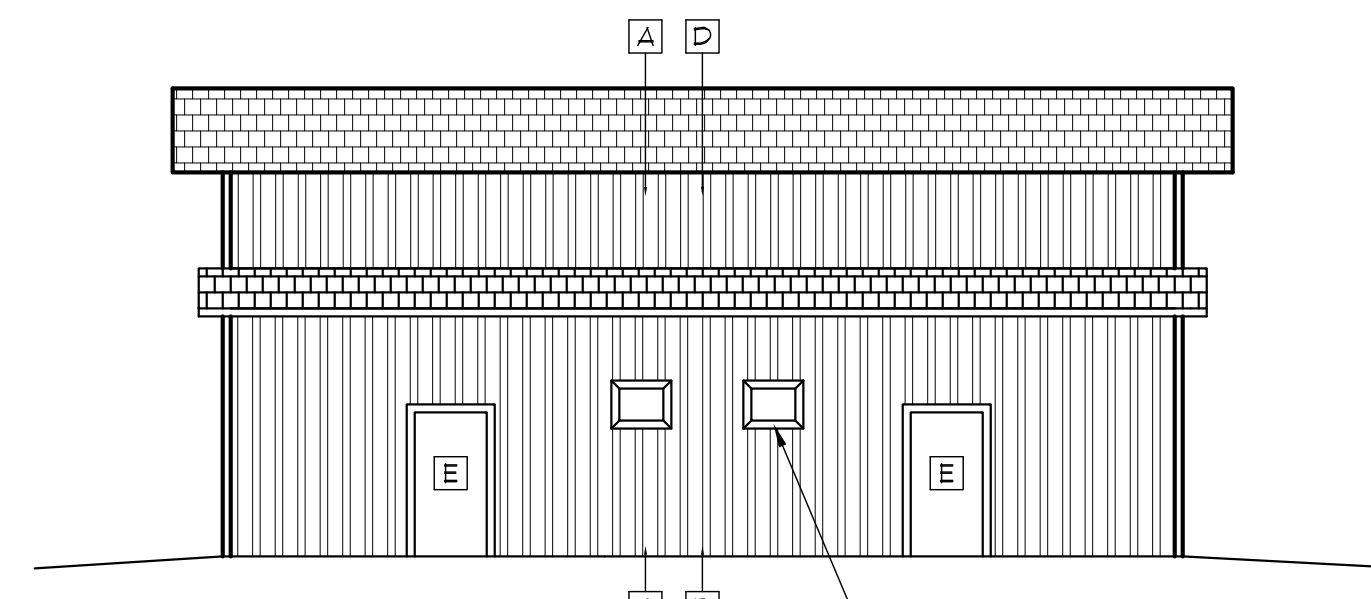
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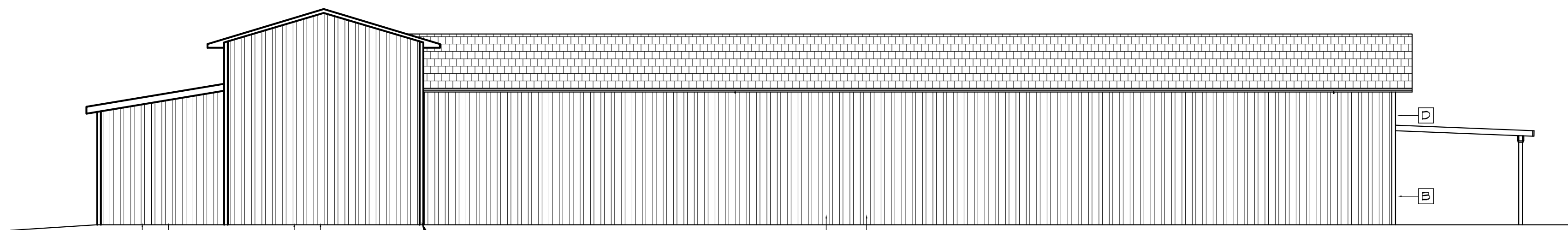
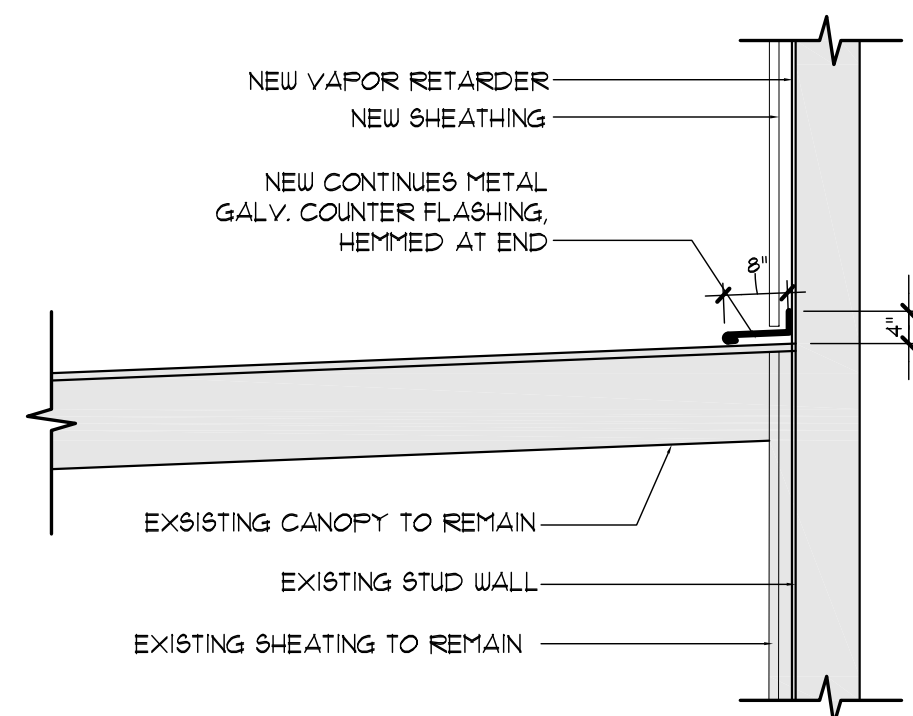
EAST ELEVATION

SCALE: 1/8" = 1'-0"



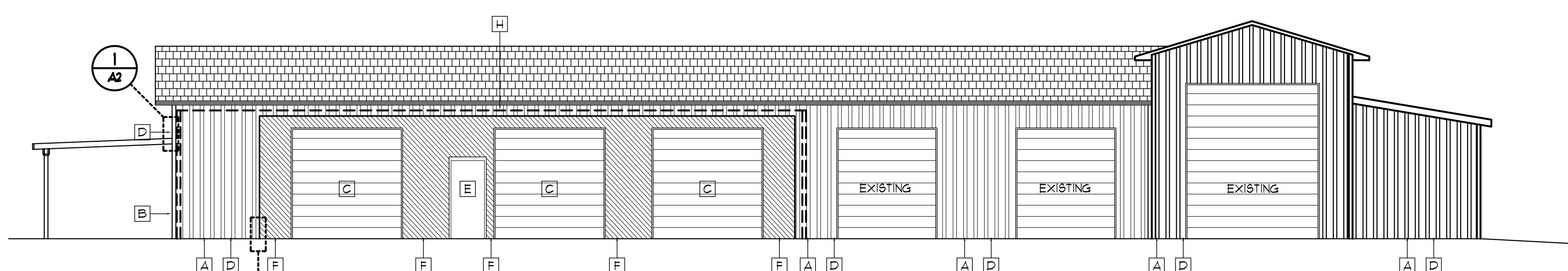
WEST ELEVATION

SCALE: 1/8" = 1'-0"



NORTH ELEVATION

SCALE: 1/8" = 1'-0"

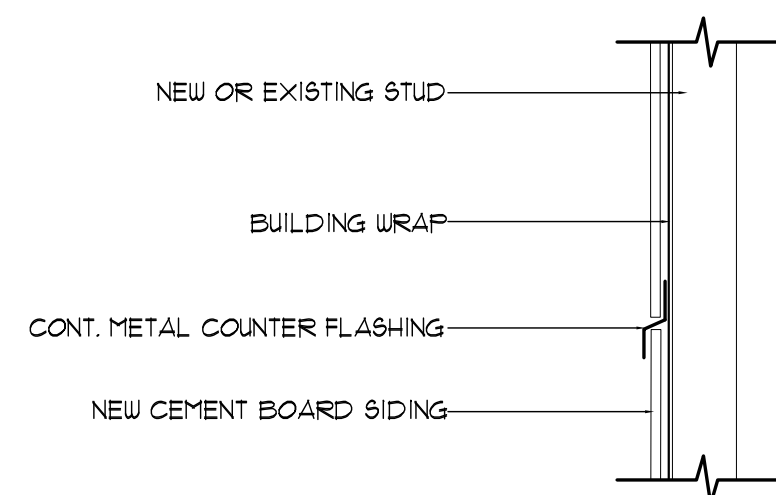


SOUTH ELEVATION

SCALE: 1/8" = 1'-0"

1 CANOPY WALL CONNECTION

SCALE: 1" = 1'-0"



2 TYP. WALL SIDING JOINT FLASHING

SCALE: 1" = 1'-0"

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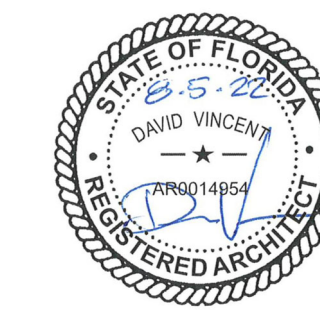
REVISIONS

NO.	DESCRIPTION	DRAWN	CHECKED	DATE

PHASE

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CONSTRUCTION DOCUMENTS			05/20/22
OWNER COMMENTS			05/21/22
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JRA ARCHITECTS 2211 THOMAS DR., STE 100
PANAMA CITY BEACH, FL
PHONE: (850) 236-9832
Commission Number: 21804-B



PROJECT:

IMPOUND BUILDING EXTERIOR UPGRADE

BAY COUNTY, FLORIDA

SHEET TITLE:

EXTERIOR ELEVATIONS

SHEET NUMBER:

A2