

RESOLUTION NO. 23-42

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH HIGHLAND WAKE CONSTRUCTION, LLC, FOR THE CONSTRUCTION OF THE PANAMA CITY BEACH FIRE TOWER, IN THE TOTAL AMOUNT OF \$1,276,323; AND AUTHORIZING A BUDGET AMENDMENT.

BE IT RESOLVED by the City Council of the City of Panama City Beach, Florida, that:

1. The appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Agreement between the City and Highland Wake Construction, LLC, for the construction of the Panama City Beach Fire Tower, in the Base Bid Amount of \$1,185,230 plus Alternate #1 (-\$6,972), #2 (+\$23,065) and #3 (+\$75,000), for a total amount of One Million, Two Hundred Seventy-Six Thousand, Three Hundred Twenty-Three Dollars and No Cents (\$1,276,323), in substantially the form **attached** as Exhibit A and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.
2. The following budget amendment #4, is adopted for the City of Panama City Beach, Florida, for the fiscal year beginning October 1, 2022 and ending September 30, 2023, as shown in and in accordance with the **attached** and incorporated Exhibit B.


THIS RESOLUTION shall be effective immediately upon passage.

PASSED in special session this 10th day of November, 2022.

CITY OF PANAMA CITY BEACH

By: 
Mark Sheldon, Mayor

ATTEST:


Lynne Fasone, City Clerk

**CITY OF PANAMA CITY BEACH
 BUDGET TRANSFER FORM BF-10**

BA# 4

	LEDGER ACCOUNT	ACCOUNT DESCRIPTION	APPROVED BUDGET	BUDGET ADJUSTMENT	AMENDED BUDGET
TO	001-2201-522.65-26	Fire Training Tower	1,008,000.00	333,000.00	1,341,000.00
FROM	001-8100-999.95-00	Restricted Reserves	4,984,474.00	(66,600.00)	4,917,874.00
FROM	001-8100-999.96-00	Reserves Available for Expenditures	18,691,597.00	(266,400.00)	18,425,197.00
Check Adjustment Totals:			24,684,071.00	0.00	24,684,071.00

BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:
 To appropriate additional funding for the fire training tower; a 5% contingency is included. The project is being funded with a combination of state grant funds of \$608,536, 20% from fire impact fees, and the balance from available unrestricted reserves.

FINANCE REVIEW: _____
 RESOLUTION #: _____
 DATE: _____





June 17, 2021

GRANTEE: Panama City Beach

PROJECT TITLE: Construction of Fire Training Tower

GRANT PERIOD: July 1, 2021 – Until Completed

AWARD TOTAL: \$608,536

Congratulations! As the Director of the Division of State Fire Marshal, it is my privilege to advise you that the 2021 Florida Legislature has appropriated funds to support local fire departments. The Legislature has allocated the funding to the Division for distribution during FY2021-22. I have assigned Melissa Dembicer, Contract Manager, to manage your Grant Agreement and oversee the completion of your deliverables.

This Award Letter should be completed and signed by the authorized designated official in Attachment 1. Please email this letter to Melissa.Dembicer@myfloridacfo.com within 30 days from the above date.

These grant funds are intended to be spent starting July 1, 2021, to the end of the performance period. Grant funds will be disbursed to grantees (per the approved project budget) upon receipt of evidence that items have been invoiced, deliverables have been received, and that funds have been expended (i.e., invoices, contracts, itemized expenses, canceled checks, etc.).

Please answer the questions in Attachment 1. Attachment 1 will help the Division prepare the grant agreement. Grantees who anticipate the allocation of additional nonstate funds toward the approved project should indicate the amount in Attachment 1.

Again, congratulations, and we look forward to working with you!

Respectfully,


Julius Halas, Director

ATTACHMENT 1

Grantee's Legal Name (if registered with the Department of State, ensure that the name provided matches that record):

Grantee's Payee:

Name: _____

Address: _____

Phone: _____

Email: _____

Grantee's Contract Manager:

Name: _____

Address: _____

Phone: _____

Email: _____

Federal ID#: _____

Amount of anticipated local contribution: \$ _____

Has the above amount of your allocated budget toward this project been officially approved by your local government? Yes ___ No ___ (if yes, list date of approval) _____
(please attach copy of the approval)

If no, on what date do you expect approval from your local government? _____

Official authorized to sign this Award Letter:

Name: _____

Print Position/Title: _____

Signature of Designated Official

Date

Please email a fully completed copy of this letter to:

Melissa Dembicer, Esq.
Legislative and Special Projects Coordinator
Division of State Fire Marshal
O: (850) 413-3606 / C: (850) 508-7592
Melissa.Dembicer@myfloridacfo.com

October 21, 2022



Al Shortt
Construction Project Manager
City of Panama City Beach
17007 Panama City Beach Pkwy
Panama City Beach, FL 32413

RE: **PANAMA CITY BEACH FIRE TOWER (JRA #21807 CA/BC)**

Mr. Shortt,

After reviewing all bids, JRA finds that Highland Wake Construction, LLC. is the apparent low bidder, both for base bid and with any combination of alternates you wish to accept. To the best of our knowledge, the bid amounts represent fair market value for scope of work described in the Bid Documents dated August 1, 2022, and all subsequent addenda issued prior to bid day.

Therefore, JRA recommends acceptance of Highland Wake Construction, LLC's base bid of \$1,185,230.00 plus all three alternates as follows:

- Alternate No.1: Deduct **(\$6,972.00)**. Asphalt paving in lieu of concrete at entrance aprons. Asphalt more cost effective if alternate #2 is accepted.
- Alternate No.2: Add \$23,065.00. Asphalt paving of access drive in lieu crushed concrete. (Better surface for access and maintenance).
- Alternate No.3: Add \$75,000.00. Four coat finish system. Higher level of protection against oxidation due to Hydrogen Sulfides from nearby sewage treatment plant.

The total recommended bid award for base bid and alternates is therefore **\$1,276,323.00**.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Mario F. Nunez', with a horizontal line extending to the right.

Mario F. Nunez
Senior Vice-President
JRA Architects, Inc.
Tallahassee | Panama City
Mobile: (850) 509-5884

Cc: David Vincent
File

Attachments: PCB Bid Tabulation Form (1 page)
Highland Wake, LLC Bid Proposal Form (4 pp)



CITY OF PANAMA CITY BEACH - BID TABULATION
 17007 Panama City Beach Parkway, Panama City Beach, FL 32413

PCB22-84 ITS Fire Tower
 10/11/2022
 2:00:00 PM

Opened By: Shane Bouffle
 Read By: Mario Nuñez
 Records By: Carrie Jaegers

CONTRACTOR/VENDOR	DATE BID RECEIVED	TIME BID RECEIVED	BID FORM	BID BOND	Trench Safety Act	DRUG-FREE WORKPLACE	PUBLIC ENTITY CHANGES STATEMENT	E-VERIFY	CONFLICT OF INTEREST	NON-COLLUSION AFFIDAVIT	E-ADDRESS PAGE#	BID PRICE	ALTERNATIVE 1 - Asphalt Entry Aprons	ALTERNATIVE 2 - Asphalt Drive	ALTERNATIVE 3 - Four Coat Finish Sys.	RESPONSIVE BID THE MINIMUM REQUIREMENTS WERE PROVIDED
1 Wharton-Smith, Inc. Construction Group	10/11/22	1:44PM	X	X	X	X	X	X	X	X	X	\$1,803,938.00	(\$11,559.00)	\$73,952.00	\$29,805.00	X
2 Highland Wake Construction, LLC	10/11/22	2:00PM	X	X	X	X	X	X	X	X	X	\$1,185,230.00	(\$8,972.00)	\$23,065.00	\$75,000.00	X
3																
4																
5																
6																
7																
8																
9																

**PANAMA CITY BEACH
FIRE TOWER
BID DOCUMENTS
AUGUST 1, 2022**

SECTION 00 03 00 – BID PROPOSAL FORM

This proposal of Highland Wake Construction, LLC (hereinafter called "BIDDER"), organized and existing under the laws of the State of Alabama, doing business as Corporation (a corporation, a partnership or an individual), whose Florida contractor's license number is CGC1527161 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 **PANAMA CITY BEACH FIRE TOWER** 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 **180** 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 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. 1

Addendum No. 2

Addendum No. 3

Addendum No. 4

Addendum No. 5

BASE BID

BIDDER agrees to perform all the WORK described in the CONTRACT DOCUMENTS for the

following total sum for the BASE BID, exclusive of ALTERNATES:

One million one hundred eighty-five thousand two hundred thirty dollars (\$ 1,185,230.00).

The OWNER reserves the right to award the WORK based on any combination of BASE BID or BASE BID with any ALTERNATES.

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 according to the following schedule:

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BID SCHEDULE

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUAN TITY</u>	<u>AMOUNT</u>
1	<u>Base Bid</u>	LS	1	\$ 1,185,230.00

<u>ITEM NO.</u>	<u>ALTERNATES</u>	<u>LS</u>	<u>QUAN TITY</u>	<u>ADD/ DEDUCT (Write-In)</u>	<u>AMOUNT</u>
2	<u>Alternate No. 1</u> (20' Entrance Aprons - Asphalt Paving in-lieu-of Concrete Paving)	LS	1	Deduct	\$ -6,972.00
3	<u>Alternate No. 2</u> (22' Access Drive - Asphalt Paving in-lieu-of Crushed Concrete Paving)	LS	1	Add	\$ 23,065.00
4	<u>Alternate No. 3</u> (FOUR (4) Coat Finish System)	LS	1	Add	\$ 75,000.00

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 total sum price subject to adjustment for specified allowances and alternates, as noted above, 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. Failure to insert a bid amount for any item in the Bid Schedule will be considered grounds for the OWNER to determine the BID is non-responsive.
5. 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.

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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. Trench Safety Act Compliance Document – Section 00 09 60
8. Public Entity Crimes Statement – Section 00 09 70
9. Copies of all Addenda signed by Bidder evidencing receipt

CONTRACTOR:

Highland Wake Construction, LLC



130 Richard Jackson Blvd, Suite 104A

Address

Panama City Beach, FL 32407

850-249-3447

Phone Number

10/11/2022

Date

END OF SECTION 00 03 00

SECTION 00 05 00 – AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2022 by and between the CITY OF PANAMA CITY BEACH, (hereinafter called "OWNER") and HIGHLAND WAKE CONSTRUCTION, LLC doing business as a Corporation having a business address of 130 Richard Jackson Blvd, Suite 104A Panama City Beach, FL 32407 hereinafter called "CONTRACTOR"), for the performance of the Work (as that terms is defined below) in connection with the construction of **Panama City Beach Fire Tower** ("Project"), to be located at 204 N. Gulf Blvd, 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 **380** 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 calendar day that expires after the Contract Time for Substantial Completion as more fully set forth 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 **\$ 1,276,323.00** as shown in the BID SCHEDULE, included within the Bid Proposal Form, **including Alternates 1, 2 and 3**, 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 JRA Architects, Inc. dated **AUGUST 1, 2022**.
- b. All other documents referenced in specification section 00 10 00 General Conditions, paragraph 1.9.

ADDENDA

No. 1 , dated August 9, 2022

No. 2 , dated August 25, 2022

No. 3 , dated September 1, 2022

No. 4 , dated September 13, 2022

No. 5 , dated September 21, 2022

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: Highland Wake Construction, LLC
 130 Richard Jackson Blvd, Suite 104A
 Panama City Beach, FL 32407

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
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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

BY: _____

NAME: Drew Whitman
(Please type)

TITLE: City Manager

ATTEST:

City Clerk

City Attorney (as to form only)

CONTRACTOR:

BY: _____

NAME: _____
(Please Type)

ADDRESS:

(Please Type)

ATTEST:

NAME _____