

**SPECIFICATIONS
AND
CONTRACT DOCUMENTS
FOR**

**Bid No. PC20-011
Martin Theatre Exterior Wall Repairs Re-Bid**



Opens on Tuesday, February 18, 2020, at 2:00 p.m. CDT

CITY OF PANAMA CITY
PURCHASING DEPARTMENT
501 HARRISON AVENUE, ROOM 107
PANAMA CITY, FLORIDA, 32401



Dedicated to Excellence
People Serving People

Purchasing Department • 501 Harrison Avenue, Room 107 (32401) • Phone 850-872-3070 • www.pcgov.org

**VENDOR INFORMATION
COMPLETE AND RETURN TO BE ADDED TO PLANHOLDERS LIST**

**Bid No. PC20-011
Martin Theatre Exterior Wall Repairs Re-Bid**

Company Name _____

Street Address _____

Mailing Address (including zip code) _____

Phone _____

Email _____

Contact Name _____

**Please return to:
City of Panama City
kross@pcgov.org**

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INVITATION FOR BIDS MARTIN THEATRE EXTERIOR WALL REPAIRS RE-BID

The City of Panama City will accept sealed bids for “**Bid No. PC20-011 - MARTIN THEATRE EXTERIOR WALL REPAIRS RE-BID – FEBRUARY 18, 2020**” until 2:00 p.m., CDT, on Tuesday, February 18, 2020, at the Purchasing Office, 501 Harrison Avenue, Room 107, Panama City, Florida, 32401. The purchasing staff must receive all bids before 2:00 p.m., CDT, on the bid date, at which time all bids will be opened and read aloud. Bids received after the stated time will be refused. It is the sole responsibility of the bidder to ensure the bid is received on time. The clock in the Purchasing Office will determine the bid closing time.

Bids are invited upon the lump sum of work as follows:

Contractor is to remove all identified exterior wall material to metal studs or masonry walls. Metal framework to be inspected to determine quantity of metal studs to be replaced. Install new exterior wall materials in accordance with the bid document binder, the manufacturer’s specifications and the provided exterior renovation plans.

Contract documents including, but not limited to, Renovation Drawings and Specifications may be downloaded for free from the City’s website at www.pcgov.org. Contractors downloading the package will be responsible for checking the same website for addenda prior to submitting their bid.

A cashier’s check or bank draft payable to the City of Panama City, negotiable U.S. Government Bonds (at par value) or a satisfactory bid bond executed by the Bidder and an acceptable surety in an amount equal to five percent (5%) of the total bid shall be submitted with each bid on the form provided by the City.

The City of Panama City reserves the right to reject any one or all bids, or any part of any bid, to waive any informalities in any bid, and to award a contract deemed to be in the best interest of the City.

CITY OF PANAMA CITY
BECKY BARNES
PURCHASING AGENT

I. GENERAL CONDITIONS

- A. The purpose of this bid is to establish a firm, fixed price to remove all identified exterior wall material to metal studs or masonry walls and install new exterior wall materials. Metal framework shall be inspected to determine quantity of metal studs to be replaced, in accordance with the purchasing policies of the City of Panama City, Florida. Please review all documents before submitting the requested information.
- B. Submit bids in person at the Purchasing Department at 501 Harrison Avenue, Room 107, Panama City, Florida 32401, or via U. S. Mail or courier service. Bids must be plainly marked, "**BID No. PC 20-006 ~ MARTIN THEATRE EXTERIOR WALL REPAIRS RE-BID ~ FEBRUARY 18, 2020**". Only bids submitted on the Bid Sheet provided with this invitation will be considered responsive. The purchasing staff must receive all bids before 2:00 p.m., CDT, on Tuesday, February 18, 2020, at which time all bids will be opened and read aloud. Bids received after the stated time will be refused. It is the sole responsibility of the bidder to ensure the bid is received on time. The clock in the Purchasing Office will determine the bid closing time.
- C. Submit one (1) original and three (3) copies of all documents. Also include one electronic copy of the bid document.
- D. Specifications are open to public inspection and may be obtained from the Purchasing Department, 501 Harrison Avenue, Room 107, Panama City, Florida, telephone (850) 872-3070, or our website www.pcgov.org.
- E. The City of Panama City (hereafter referred to as the "City") reserves the right to reject any or all bids, or any part of any bid, waive any informality in any bid, and to award a contract deemed to be in the best interest of the City. Bids which contain additions not requested, or irregularities of any kind, or which do not comply in every respect with the instructions to bidders, may be rejected at the option of the City.
- F. Bidders shall strictly adhere to all specifications described herein. Should exceptions be taken, the City's representatives will decide if the exceptions are in the best interest of the City and if those exceptions will provide for a quality product.
- G. Direct all questions regarding this bid in writing to Becky Barnes at bbarnes@pcgov.org. The deadline for questions to be answered will be February 7, 2020, at 5:00 p.m., DST. All written inquiries and responses will be submitted as addenda and posted on the City's website. Interested parties are encouraged to register at the City's website with "Notify Me" to ensure notification of postings. It is the sole responsibility of the bidder to determine if any addenda have been issued.
- H. The Purchasing Department will be the only point of contact for this bid. Contact with other City officials or City employees regarding this bid prior to award may result in disqualification.
- I. The Contractor shall comply in every respect with all applicable laws, regulations, and building and construction codes of the federal government, the State of Florida, the County of Bay, the City of Panama City, and shall obtain all such occupational licenses and permits as shall be prescribed by law.

- J. The successful bidder will be required to submit a list of his subcontractors for approval before award of contract.
- K. Bids may be held by the City for a period not to exceed ninety (90) days from the date of the bid opening for the purpose of reviewing the bids and investigating the qualifications of bidders, prior to awarding the contract.
- L. The City does not discriminate based on race, color, national origin, sex, age, disability, family, or religious status in administration of its programs, activities, or services.
- M. **If the contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor’s duty to provide public records relating to this contract, contact the Custodian of Public Records at (850) 872-3020; cityclerk@pcgov.org; or P. O. Box 1880, Panama City, FL 32402.**
- N. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for category two for a period of 36 months from the date of being placed on the convicted vendor list.

II. BID SCHEDULE

This schedule is subject to change.

Bid Documents Issued	January 16, 2020
Deadline for Submitting Questions	February 7, 2020, 5:00 p.m., CDT
Deadline for Submission of Bids and Opening of Submissions	February 18, 2020 at 2:00 p.m., CDT
Staff Review of Proposals, Team Review and Evaluation of Bids, Team Recommendations	February 18 – February 28, 2020
City Commission Selection of Developer, Approval of Contract Documents	March 10, 2020

III. INSTRUCTIONS TO BIDDERS

A. Scope of the Project

The scope of each division of the project is defined by the plans, specifications, and other contract documents. Applicable divisions are: Division 1, Division 5, Division 6, Division 7, and Division 9.

- B. Bid packets must include all of the following. Any missing information may be cause for disqualification.
1. Letter stating ability to bond for the value of the project.
 2. Provide references, with contact information, to demonstrate experience in completion of similar scope and size of project with similar materials.
 3. Completed Bid Sheet Form.
 4. Copies of Florida licenses.
 5. All proposed materials to be used with manufacturer warranty information.
 6. Florida Product Approval Sheet for all proposed materials to be used.
 7. Proposed timeline for project from beginning of project to completion.
 8. Sworn Statement on Public Entity Crimes.
 9. A cashier's check or bank draft payable to the City of Panama City, negotiable U.S. Government Bonds (at par value) or a satisfactory bid bond executed by the Bidder and an acceptable surety in an amount equal to five percent (5%) of the total bid on the form provided by the City.

C. Interpretation of Contract Documents

Each bidder must thoroughly examine all contract documents and examine and judge for himself all matters relating to the location and character of the proposed project.

If the bidder should be in doubt as to the meaning of any of the contract documents, or is of the opinion that the plans and specifications contain errors or contradictions, or reflect omissions, the bidder shall submit a written request to the Engineer for interpretation or clarification. Such request should be in the hands of the Engineer at least five (5) days before the date for the formal bid opening, in order that interpretation or clarification may be issued by the Engineer in the form of written addenda and available to all prospective bidders. The issuance of a written addendum shall be the only official method whereby such an interpretation or clarification will be made.

Items shown on the Plans but not noted in the specifications and items noted in the specifications but not shown on the plans are to be considered as both shown on the plans and noted in the specifications. Any errors or omissions in the specifications or on the plans, as to the standard of the work, shall not relieve the contractor of the obligation to furnish a satisfactory, first-class job in strict conformity with the best practice found in structures or in work of a similar type. The failure of the bidder to direct the attention of the Engineer to errors or discrepancies will not relieve the bidder, should he be awarded the contract, of the responsibility of performing the work to the satisfaction of the Engineer.

D. Responsibility of Bidder to Inform Himself as to All Conditions Relating to the Project

The bidder, by and through the submission of his bid, agrees that they shall be held responsible for having theretofore examined the site, the location, and the route of all proposed work, and for having satisfied himself as to the character of the route, the location, surface, and underground obstructions, the nature of the ground, water table conditions, and all other physical characteristics pertaining to the project, in order that he may include in the prices bid, whether lump sums or unit prices, all costs pertaining to the work and thereby provide for the satisfactory completion thereof, including the removal, relocation, or replacement of any objects or obstruction which will be encountered in doing the proposed work.

E. With “General Covenants and Conditions”

If any portion of these instructions to bidders should be found or appear to be in conflict with provisions of the “General Covenants and Conditions”, the provisions of the latter shall govern.

F. Quantities in Proposal Approximate Only

If the proposal form contains unit price items, the quantities stated therein are approximate only and are intended to serve as a basis for the comparison of bids and to fix the approximate amount of the cost of the project. The city does not expressly agree or imply that the actual amount of the work done in the performance of the contract will correspond with the quantities in the proposal form; the amount of work done may be more or less than the said quantities and may be increased or decreased by the Engineer as circumstances may require. The increase or decrease of any quantity shall not be regarded as grounds for an increase in the unit price or in the time allowed for the completion of the work, except as provided in the contract documents.

G. Prices Bid

The price bid for the work shall be stated in both words and figures in the appropriate places in the proposal form. In the event there is a discrepancy between the price written in words and the price written in figures, the former shall govern. In case of error in the extension of prices, the unit price will govern.

The bidder's attention is directed to the fact that all materials and supplies necessary for the completion of this contract are subject to the Florida sales and use tax. The amount of all taxes shall be included by the bidder in the bid price and/or any adjustments of the contract price arising from changes in the work.

H. Signature of Bidder

The bidder must sign the proposal form in the space provided for the signature. If the bidder is an individual, the words, “doing business as _____” or “Sole Owner” should appear beneath the signature. In the case of a partnership, the signature of at least one of the partners must follow the firm name and the words “Member of Firm” should be written beneath such signature. If the bidder is a corporation, the title of the officer signing the proposal on behalf of the corporation must be stated, and evidence of his authority to sign the proposal must be submitted. The bidder shall state in the proposal the name and address of each person interested therein.

I. Bid Security

Each bid must be accompanied by a cashier's check or by a bid bond on the prescribed form, duly executed by the bidder as principal and having as surety thereon a surety company acceptable to the City and authorized to write such bid bond under the laws of the State of Florida, in an amount not less than five percent (5%) of the amount of the bid. The cashier's checks or bid bonds of all unsuccessful bidders, except the three lowest bidders, will be returned within five (5) days after the formal opening of the bids; the cashier's checks or bid bonds of the three lowest bidders will be returned within five days after the City of Panama City and the accepted bidder have executed a written

contract, or if no such contract shall be executed within ninety days after the date of the opening of the bids, upon the demand of any bidder at any time thereafter, provided that bidder has not been notified of the acceptance of his bid. The attorney in fact or other officer who signs a bid bond for the surety company must file with such bond a certified copy of his power of attorney authorizing him to do so.

J. Qualification of Bidder

For projects estimated to cost less than \$250,000, the successful bidder shall submit, prior to contract award, satisfactory proof of his qualifications to perform in a satisfactory manner and within the time specified in the proposal, all of the work covered by the contract documents. He shall submit, among other things, information and evidence with respect to the following:

1. That he has a well-trained and competent organization which has done work of similar character and value;
2. That he will have available to do the work at the proper time or times adequate equipment and facilities listing such equipment and facilities in such detail that they can be quickly and accurately checked;
3. That he has ample repair parts and supplies to maintain all equipment and facilities properly and with a minimum of delay;
4. If the bidder is a corporation, the names of all corporation officers and the name of the executive who will give his personal attention to the work;
5. Detailed financial information relating to the resources of the bidder, if requested.

K. Disqualification of Bidders

Bidders may be disqualified for any or all of the following:

1. Reasonable grounds for believing that a bidder is interested in more than one proposal will cause the rejection of all proposals in which such bidder is believed to be interested. Any or all proposals will be rejected if there is reason for believing that collusion exists among the bidders, and no participant in such collusion will be considered in future proposals for the same work.
2. Bids which are incomplete, unbalanced, conditional, or obscure.

L. Withdrawal of Bid

Any bid may be withdrawn prior to the time scheduled in the advertisement for bids for the opening thereof. A bid may also be withdrawn ninety (90) days after the date of the opening of bids, provided that the bidder has not been notified that his bid has been accepted.

M. Award of Contract

If bids are found to be acceptable by the City, a contract will be awarded to that responsible bidder whose evaluated bid is determined to be in the best interest of the City. Notice of acceptance of his proposal and award of contract to him will be given to the successful bidder by the City.

N. Execution of Contract

The bidder to whom a contract is awarded will be required to execute, in three (3) counterparts, the prescribed contract form and contract bond form within ten (10) days from the date of notice to him that such forms are ready for execution.

O. Liquidated Damages for Failure to Enter into Contract

The cashier's check or bid bond filed with and as a part of the proposal will be forfeited to the City as liquidated damages if the bidder to whom the contract is awarded shall fail to execute the appropriate contract documents within ten (10) days following written notice to him that such forms are ready for execution.

P. Licenses and Permits

The contractor shall secure all required licenses and permits and shall comply with all applicable laws, regulations, and codes as required by Federal agencies and the State of Florida. The contractor must fully comply with all Federal, State, County and Municipal ordinances and regulations in any manner affecting the prosecution of the work.

Q. Wages and Salaries (Optional)

On federally-funded projects only, attention of the bidders is particularly called to the requirements concerning the payment of not less than the prevailing wage and salary rates specified in the contract documents and the conditions of employment with respect to certain categories and classifications of employees. The rates of pay set forth are the minimums to be paid during the life of the Contract. It is, therefore, the responsibility of bidders to inform themselves as to local labor conditions, such as the length of the work day and work week, overtime compensation, health and welfare contributions, labor supply, and prospective changes or adjustments of rates.

R. Measurement and Payment Notes

1. 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 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.
2. 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/Engineer 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.
3. Unless otherwise specified for the particular items involved, all measurements of distance shall be taken horizontally or vertically.
 4. 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. Measurements shall be based upon the Engineer's estimate of percent complete per partial payment period.
 5. Unless the bid form specifically includes these items as pay items, no separate payment will be made for the following items and the cost of such work shall be included in the other applicable pay items of work. Final payment shall not be requested by the Contractor or made by the Owner until record drawings have been submitted to the Engineer.
 - a. Sheeting and shoring
 - b. Clearing, grubbing and grading
 - c. Replacement and/or repair of existing utilities damaged during construction
 - d. Trench excavation, including necessary pavement removal, rock removal, and muck removal
 - e. Ditch and swale restoration, including sodding where determined to be warranted by the Engineer
 - f. Dewatering and disposal of surplus water, including permitting if required
 - g. Adjusting existing valve boxes, manhole frames and covers and other structures
 - h. Testing and placing system in operation
 - i. Any material and equipment required to be installed and utilized for the tests
 - j. Maintain the existing quality of service during construction
 - k. Appurtenant work as required for a complete and operable system
 - l. Record drawings and record documents
 - m. Survey required for construction staking or quantity determinations
 - n. Maintenance of traffic
 - o. Worksite health and safety
 - p. Mowing and maintenance of grass stands during construction
 6. The lump sum Base Bid price for mobilization/demobilization will be limited to a MAXIMUM of ten percent (10%) of the total contract amount for the Base Bid.

IV. SCOPE OF WORK

- A. This bid is for the exterior wall repairs only. No other work mentioned in the Bid Document Binder shall be included in the contractors bid.
- B. Contractor is to remove all identified exterior wall material to metal studs or masonry walls.
 - Materials which are removed are to be discarded in provided dumpsters.
 - Swap of dumpsters will be coordinated directly with SynergyNDS.

- C. Metal framework shall be inspected to determine quantity of metal studs to be replaced.
- Damaged studs shall be discarded in provided dumpsters.
- D. Install new metal studs where required with appropriate fasteners.
- Metal studs must meet the requirements of the specifications in the Bid Document Binder.
- E. Install new exterior wall materials in accordance with the Bid Document binder, the manufacturer's specifications, and the provided exterior renovation plans.
- All wall system components must meet the requirements of the Bid Document Binder.
- F. Closure of 4th Street, west bound lane, will need to be coordinated accordingly.
- Notification to SynergyNDS one (1) week prior to needing the west bound lane to be closed is required.
 - Contractor will be required to provide all cones, flagging, and signage for the lane closure.
 - The lane must be opened at the end of each workday.
- G. Apply texture coating and paint in accordance with the Bid Document Binder and the manufacturer's specifications.
- Painting shall match the current style and design.
- H. Contractor is to secure all equipment, materials, and tools inside the fenced area at the end of each workday.
- I. Areas open to the public must always be kept clean and free of debris.
- Sidewalks are to be swept clean and free of debris at the end of each workday.
- J. SynergyNDS shall provide the following in conjunction with completion of the work scope:
- Roll-off dumpster services.
 - Portable toilet and handwashing stations.
 - Fencing of back parking lot area with two (2) gates in designated location.
 - Scaffolding for sidewalk and on the building.

V. EVALUATION AND AWARD CRITERIA

- A. An evaluation and ranking of the bids will be made by the City's Selection Committee. The Selection Committee shall conduct an evaluation of all bidders on the basis of the information provided with the bid and other evaluation criteria as set forth in the bid specifications.
- B. The City reserves the right to request an interview with any bidder to determine service capabilities in greater detail and to clarify any unclear areas in the bids. The City will not be liable for any costs incurred by the proposer in connection with such interviews/presentations (i.e. travel, accommodations, etc.).

- C. Selection will be made from bidders deemed to be fully qualified and best suited on the basis of the evaluation criteria listed below:

<u>CRITERIA</u>	<u>POSSIBLE POINTS</u>
Price.....	60
Experience with similar size and scope of work; must include experience working with the materials specified.....	20
References.....	20
TOTAL SCORE.....	100

Bid Sheet

Bid No. PC20-011
Martin Theatre Exterior Wall Repairs Re-Bid

Company Name: _____

Dated: _____

CITY OF PANAMA CITY, FLORIDA

Gentlemen:

The undersigned, as bidder, (therein used in the masculine singular, irrespective of actual gender and number) hereby declares that the only persons interested in this proposal are named herein, that no other person has any interest in this proposal or in the contract of which this proposal pertains, that this proposal is made without connection or arrangement with any other person, and that this proposal is in every respect fair, and is submitted in good faith and without collusion or fraud.

The bidder further declares that he has satisfied himself fully relative to all matters and conditions with respect to the work to which this proposal pertains.

The bidder proposes and agrees, if this proposal should be accepted, to execute all appropriate contract documents for the purpose of establishing a formal contractual relationship between himself and the City of Panama City, Florida.

The bidder proposes to construct the complete works for the total amount listed in the proposal, all in full and complete accordance with all terms and conditions set forth in and covered by the contract documents.

The bidder further proposes and agrees to begin the work with an adequate force and with sufficient equipment and facilities within ten (10) days of the date stated in the written Notice to Proceed issued and served upon him by the Engineer, and to substantially complete work in **30** consecutive calendar days, including delivery time for materials and equipment. Thirty (30) days will be allowed after substantial completion to final completion and acceptance by the owner. If the contractor chooses to begin work before the ten (10) days expire, then the start date becomes when work actually commences.

For the purpose of reimbursing the City for additional costs experienced by it and resulting from the failure of the contractor to complete the work within the prescribed time limits, it is understood that the reductions for liquidated damages which are specified in the General Covenants and Conditions will apply in the event the work is not completed within such time limits.

THE BIDDER PROPOSES TO PERFORM THE FOLLOWING:

Lump sum for all exterior wall repairs for the “**BID No. PC20-011 - MARTIN THEATRE EXTERIOR WALL REPAIRS RE-BID – FEBRUARY 18, 2020**” located at 409 Harrison Avenue, Panama City, FL 32401 based on special conditions in the specifications.

IN ACCORDANCE WITH THE FOLLOWING BID TABULATION:

Wall Repairs for Martin Theatre - This lump price includes all materials, equipment, labor, insurances, overhead and profit, storage of materials and any other costs associated with the wall repairs.

Lump Sum: _____

In words: _____

ADDITIONAL PRICING:

The Lump sum bid submitted above is for the wall repairs. As an alternative, the City of Panama City, Florida would like a separate unit pricing of metal stud replacement. Please provide unit pricing below to represent the separate cost of the metal stud replacement at the Martin Theatre located at 409 Harrison Avenue, Panama City, FL 32401.

IN ACCORDANCE WITH THE FOLLOWING BID TABULATION:

Unit Pricing of Metal Stud Replacement at the Martin Theatre (This unit price includes all materials, equipment, labor, insurances, overhead and profit, storage of materials and any other costs associated with the metal stud replacement.)

Lump Sum: _____

In Words: _____

NOTE: ANY ITEM NOT SHOWN AS A SPECIFIC BID ITEM BUT NECESSARY FOR THE COMPLETION OF THE WORK AS SHOWN IN THE PLANS AND SPECIFICATIONS SHALL BE CONSIDERED INCIDENTAL, THE COST BEING INCLUDED IN A RELATED BID ITEM.

The bidder further agrees that, in the event of his failure to execute the appropriate contract documents within ten (10) consecutive calendar days after his receipt of written notice of the award of the contract, the check or bid bond accompanying his bid, and the moneys payable thereon, shall become the property of and be retained and used by the City as liquidated damages; otherwise, the check or bid bond shall be returned by the City to the undersigned.

Attached hereto is a cashier's check from the _____ Bank of _____ or Bid Bond for the sum of _____ Dollars (\$ _____) made payable to the City of Panama City, Florida.

The list of parties interested in this proposal, the list of equipment references, and financial statement which are furnished to assist the City in making the award of contract are true and correct. (In the event the bidder is a corporation, there shall be attached hereto a certified copy of a resolution of the board of directors of the corporation authorizing the officer who signs the proposal and bid bond to do so in its behalf.)

BIDDER HEREBY ACKNOWLEDGES THAT THIS PROPOSAL INCORPORATES ALL CHANGES ISSUED BY ADDENDA PRIOR TO THE BID OPENING DATE AND THAT THE BIDDER HAS CHECKED WITH THE PANAMA CITY OF PANAMA CITY AT (850) 872-3070 TO ENSURE RECEIPT OF ALL ADDENDA.

Bidder (Name of Company)

By: _____

Title and Corporate Seal

ATTEST:

By: _____

Business Address

Contact Person: _____ Telephone: _____

Fax No.: _____ E-Mail: _____

CERTIFIED RESOLUTION

I, _____, the duly elected secretary of _____ (name of corporation), a corporation organized and existing under the laws of the State of _____, do hereby certify that the following resolution was unanimously adopted and/or passed by a quorum of the board of directors of the said corporation at a meeting held in accordance with the law and the by-laws of the said corporation on the _____ day of _____, 20____:

“IT IS HEREBY RESOLVED that _____ (name), the duly elected _____ (title) of _____ (corporation name), is hereby authorized to execute and submit a proposal and bid bond to the City of Panama City, Florida, for a certain project entitled “**BID No. PC20-011 - MARTIN THEATRE EXTERIOR WALL REPAIRS RE-BID – FEBRUARY 18, 2020**” and such other instruments in writing as may be necessary in behalf of the said corporation, and that the proposal, bid bond, and other such instruments signed by him shall be binding upon the said corporation as its own acts and deeds.”

I further certify that the above resolution is in force and effect and has not been revised, revoked, or rescinded.

Given under my hand and the seal of the said corporation this ____ day of _____, 20____.

By _____
Secretary

Corporate Title

SEAL

Note: The above is suggested form of the type of corporate resolution desired. Such form need not be followed explicitly, but the certified resolution submitted must clearly show to the satisfaction of the City that the person signing the proposal and bid bond for the corporation has been properly empowered by the corporation to do so in its behalf.

BID BOND

STATE OF FLORIDA
COUNTY OF BAY ss.:

KNOW ALL MEN BY THESE PRESENTS, that we, _____, as Principal, and _____, as Surety, are held and firmly bound unto the City of Panama City, Florida, in the penal sum of _____ Dollars (\$_____), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying bid, dated _____, 20____, for the **“Bid No. PC20-011 - MARTIN THEATRE EXTERIOR WALL REPAIRS RE-BID – FEBRUARY 18, 2020”**.

NOW THEREFORE,

- (a) If said bid shall be rejected, or in the alternate
- (b) If said bid shall be accepted and the Principal shall properly execute and deliver to said City the appropriate contract documents, including the contract form and contract bond form, and shall in all respects fulfill all terms and conditions attributable to the acceptance of said bid.

Then this obligation shall be void, otherwise, it shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the amount of this obligation as herein stated.

The Surety, for value received, hereby agrees that the obligations of the said Surety and its bond shall be in no way impaired or affected by any extension of time within which said City accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the obligated parties have executed this instrument under their several seals this _____ day of _____, 20____, the name and the corporate seal of each corporate party being hereto affixed and these presents being duly signed by its undersigned representative, pursuant to the authority of the governing body.

IN PRESENCE OF:

(Secretary)

(Corporate Principal) *

(Individual or Partnership Principal)

SEAL

(Business Address)

ATTEST:

(Corporate Surety) *

*Impress Corporate Seal

(Note: May use standard AIA bid bond in lieu of this form.)

PERFORMANCE AND PAYMENT BOND

Performance Bond and Payment Bonds for 100% of the value of the contract shall be submitted by the successful bidder on standard AIA Form A312.

CONTRACT

THIS CONTRACT, made and entered into on the _____ day of _____, 20____, by and between the City of Panama City, Florida, party of the first part (hereinafter sometimes called the "City"), and _____ party of the second part (hereinafter sometimes called "Contractor"):

WITNESSETH

That the parties hereto, for and in consideration of the covenants and agreements hereinafter set forth, mutually agree as follows, to wit:

1. That the contractor shall furnish all labor, materials, and equipment and perform all work in the manner and form provided by the contract documents covering the project of the City known and identified as "**BID No. PC20-011 ~ MARTIN THEATRE EXTERIOR WALL REPAIRS RE-BID ~ FEBRUARY 18, 2020**" for the aggregate amount being _____.
2. That the contractor shall begin the work to be performed under this contract on a day to be specified in a written order issued by the City, and shall fully complete all work hereunder within the time or times stated in the proposal.
3. That the City shall pay to the Contractor for the faithful performance of this contract, in lawful money of the United States, and subject to additions and deductions as provided in the Contract Documents, the total amount of his bid as set forth above at the times and in the manner stated in the General Covenants and Conditions of the Contract Documents.
4. It is further mutually agreed that if at any time after the execution of this contract and contract bond, the City shall deem the surety upon such bond to be unsatisfactory, or if for any reason such bond shall become inadequate to cover the performance of the work, the contractor shall, at his own expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond/bonds in such form and amount and with such surety or sureties as shall be satisfactory to the City. In such event, no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security shall have been furnished in a manner and form satisfactory to the City.
5. The contract documents are hereby defined as the advertisement for bids, the instructions to bidders, the proposal, the bid bond (or cashier's check), and contract, the contract bond, the general covenants and conditions, the special conditions, the specifications, the plans, exhibits, and any addenda which may be issued. The terms and conditions of said contract documents are incorporated herein by reference and made a part hereof as though fully set forth herein. The contract documents are complementary, so that a recital in one is tantamount to a recital in all, and the contractor specifically acknowledges that he has read and understands all of said contract documents.

IN WITNESS WHEREOF, the parties hereto have executed this contract in three counterparts, each of which shall be deemed an original contract, all as of this day and year first hereinbefore written. *

CITY OF PANAMA CITY, FLORIDA
(Party of the first part)

BY _____
(Mayor)

ATTEST _____
(City Clerk)

APPROVED AS TO FORM AND CONTENT _____
(City Attorney)

CITY SEAL

(Party of the second part)

BY _____

(Printed Name and Title) _____

WITNESS _____

*In the event the contractor is a corporation, there shall be attached to each counterpart a certified copy of a resolution of the board of directors of the corporation authorizing the officer who signs the contract and contract bond to do so in its behalf.

VI. GENERAL COVENANTS AND CONDITIONS

A. Definitions

When used in the contract documents (hereinafter defined):

1. The term "Contract" means a contract executed by the local public agency and the contractor, of which these GENERAL COVENANTS AND CONDITIONS form a part.
2. The masculine pronoun shall include the feminine and neuter, and the singular shall include the plural.
3. "And" shall also mean "or" and "or" shall also mean "and" wherever the context or purpose so requires.
4. "Person" shall mean and include any individual, combination of individuals, partnership, society, association, joint stock company, corporation, estate, receiver, trustee, assignee, referee, or any other person acting in a fiduciary or representative capacity, whether appointed by a court or otherwise.
5. "City" shall mean the City of Panama City, Florida.
6. "Owner" shall mean the City of Panama City, Florida.
7. "Project Manager" shall mean the person duly appointed by the Owner to undertake the duties and power herein assigned to the Project Manager, acting either directly or through duly authorized representatives.
8. "Owner's Representative" shall mean the Engineer Inspector.
9. "Contractor" shall mean the person whose bid has been accepted and who has entered into a formal contract with the City to construct the project bid upon.
10. "Bidder" shall mean any person who submits a proposal for construction of the project described in the advertisement for bids.
11. "Subcontractor" shall mean any person engaged by the Contractor to supply labor, materials, or equipment for use in the fulfillment of the Project.
12. "Contract Documents" shall mean and include the following:
 - a. Advertisements for Bids
 - b. Instructions to Bidders
 - c. Proposal (on prescribed forms)
 - d. Bid Bond (subject to approval by the City)
 - e. Contract (on prescribed form)
 - f. Contract Bond (on prescribed form)
 - g. General Covenants and Conditions
 - h. Special Conditions
 - i. Specifications
 - j. Plans

13. "Project" shall mean and include all construction for which the Contractor is responsible under the Contract Documents.
14. The term "Project Area" means the area within which are the specified Contract limits of the Improvements contemplated to be constructed in whole or in part under this Contract.
15. "Domestic," when applied to materials, shall mean materials or products produced within the continental limits of the United States.
16. The term "Drawings" means the drawings listed in the Index of Sheets plus any supplemental drawings by the owner by addendum and/or during the course of work.
17. The term "Technical Specifications" means that part of the Contract Documents which describes, outlines, and stipulates the quality of materials to be furnished; the quality of workmanship required; and the methods to be used in carrying out the construction work to be performed under this Contract.
18. The term "Secretary" means the Secretary of Housing and Urban Development, or other person who may be at the time acting in the capacity or authorized to perform the functions of such secretary, or the authorized representative thereof.

B. Intent of Contract Documents

The Advertisement for Bids, the Instructions to Bidders, the Proposal, the Bid Bond (or cashier's check), the Contract Bond, the General Covenants and Conditions, the Special Conditions, the Specifications, the Plans, and any Addenda which may be issued, constitute the Contract Documents. It is understood that the Contractor has, by personal examination and inquiry, if necessary, satisfied himself as to all local conditions as to the meaning, requirements and reservations of the Contract Documents, for no deviation will be allowed from the Engineer's Interpretation thereof after the letting.

These Contract Documents are complementary, so that recital in one is tantamount to a recital in all.

C. Plans and Specifications

The Plans, Specifications, and Addenda thereto, issued prior to receiving bids, describe the Project, and all materials, workmanship, and dimensions must be in strict accord with them.

In case of conflict between the requirements shown on the Plans and provisions of the Specifications, the Specifications shall take precedence over the Plans. Dimensions, shown in figures on the Plans, shall govern in case of any discrepancy between them and scaled dimensions.

The Contractor shall not take advantage of any apparent error or omission which may be found in the Plans or Specifications and the Engineer shall be entitled to make such corrections therein and such interpretations thereof as he may deem necessary for the fulfillment of their intent.

The Contractor will be supplied with up to three printed copies of the Plans, Specifications, and addenda thereto, and is to preserve them and have at least one copy of them accessible on the work at all times.

D. Alterations in Plans and Specifications

The right is reserved for the City to make, from time to time, such alterations in the Plans and Specifications or in the character of the work as he may consider necessary or desirable to complete the Project to his satisfaction and consistent with the general intention of the Contract Documents. Notice of every such alteration shall be given in writing to the Contractor, and no such alteration shall be considered as constituting a waiver of any of the provisions of the Contract Documents, or as nullifying or invalidating any of such provisions. Should any such alteration result in an increase or a decrease in the quantity or the cost of work or materials described in the Proposal, the total amount payable under the contract will be accordingly modified. If alterations are thus made, the time for completion of the Contract will be correspondingly modified, if the Contractor so requests before commencing the work attributable to such alterations. It is understood that such alterations are not to embrace work already done or materials in transit or in process of construction.

E. Authority of Project Manager

The supervision of the execution of this Contract is vested in the Project Manager, and his instructions shall be carried into effect promptly and efficiently.

The Project Manager and/or Engineer Inspector shall in all cases determine the amount, quality, fitness and acceptability of the work and materials to be paid for, and shall decide finally and conclusively all questions or differences of opinion that may arise as to the interpretation of the Plans and Specifications or the fulfillment of the terms of the Contract. In the event of such question or difference of opinion, the decision of the Project Manager is to be a condition precedent to the Contractor's right to receive any money for the work or the materials to which the question or difference of opinion relates.

If the Contractor considers any work demanded of him to be outside the requirements of this Contract, or if he considers any decision or ruling of the Project Manager to be unfair, he shall immediately, upon such work being demanded or such decision or ruling being made, ask for written instructions or decision, whereupon he shall proceed without delay to perform the work or conform to the decision or ruling; and unless the Contractor finds such instructions or decisions to be satisfactory, he shall within ten (10) days after the receipt thereof, file a written protest with the City Manager, stating clearly and in detail his objections and the reasons therefore. Unless the Contractor shall file such written protest with the City Manager within such ten-day period, he shall be deemed to have waived all grounds for such protest and to have accepted the requirements, decision or ruling of the Project Manager as just and reasonable and as being within the scope of the Contractor's obligations under the Contract Documents.

The Project Manager is to have free access to the materials and work at all times, for laying out, measuring and inspecting the same, and the Contractor is to afford him all necessary facilities and assistance for so long.

F. Authority and Duties of Engineer Inspectors

Inspectors, employed by the Project Manager or City, will be authorized to inspect all work and materials which are to become a part of the completed Project. Inspectors will have no authority to revoke, alter or waive any requirements of the Specifications or to make any changes in the Plans. Each Inspector will be authorized to call the attention of the Contractor to any failure of the work to conform to the Plans or the Specifications, and will have authority to suspend the work affected until any questions at issue can be referred to and decided by the Project Manager. The Inspector will have no authority to delay the Contractor by failure to inspect the work and materials with reasonable promptness.

G. Lands and Right-of-Way

Lands to be furnished by the City for construction operations, for roads, or for other purposes, will be specifically shown on the drawings or provided for in the Specifications. Should the Contractor find it necessary to use any additional land for his construction operations or for other purposes during the construction of the work, he shall provide for the use of such lands at his own expense.

Rights-of-way for work to be done under the Contract will be provided by the City. Nothing herein contained, however, and nothing marked on the drawings, shall be interpreted as giving the Contractor exclusive occupancy of the territory provided. When two or more Contracts are being executed at one time on the same or adjacent land in such a manner that work on one contract may interfere with that on another, the Engineer will decide which Contractor shall cease work, and which shall continue, or whether the work of both Contracts shall progress at the same time, and in what manner. When the territory of one Contract is a necessary or convenient means of access for the execution of another Contract, the Project Manager may grant to the Contractor so desiring such privilege of access to the territory as the Project Manager shall deem to be appropriate, and no such decision shall be made on the basis of any claim for delay or damage, except as provided in Section II hereof.

H. Materials, Labor and Equipment

The Contractor shall furnish all necessary tools and construction equipment and shall employ sufficient and competent personnel to do the work in an expeditious and acceptable manner, giving preference whenever practicable to residents of Panama City, Florida. In the event that the Project Manager shall notify the Contractor in writing that any person employed is, in the opinion of the Project Manager, incompetent or disorderly or uses threatening or abusive language, or is otherwise unsatisfactory, such person shall be discharged at once and shall not be employed thereafter on the work.

The Contractor shall furnish all materials used in the construction of the Project and all equipment becoming a part of the Project, unless such materials or equipment are specifically stated in the Specifications as being furnished by the City. In the latter case, only the cost of installation of such materials or equipment shall be included in the contract price.

Where the Plans and Specifications designate the product of a particular manufacturer, the product specified is suitable for the intended use, but unless otherwise provided,

articles or products of similar characteristics may be offered for the approval of the Project Manager. Approval of substitutions will be based on manufacturer's specifications and/or shop drawings.

I. Responsibility of the Contractor

The Contractor shall have at all times as his agent on the site of the work a competent superintendent capable of reading and thoroughly understanding the Plans and Specifications. The Superintendent shall have full authority to supply promptly such materials, tools, plant equipment, and labor as may be required. The Contractor shall be responsible for the good condition of the work or materials until formal release from his obligations under the terms of his contract. He shall bear all losses resulting to him on account of the amount or character of the work, or the character of the grounds, being different from what he anticipated, or on account of the weather or the elements. He shall place sufficient lights and danger signals on or near the work from sunset to sunrise; shall erect suitable railings or other protective devices about unfinished work, open trenches, embankments, or other obstructions; shall provide all necessary watchmen on the work by day or by night for the safety of the public; and shall take all necessary precautions for preventing accidents or injuries to persons or property in or about the work.

In the event that the Contractor shall enter into subcontracts for any portion of the Project, he shall incorporate in each such subcontract all provisions, terms and conditions applicable to the Project which constitute obligations to be assumed and effected by him under the Contract Documents. Subcontracts shall be entered into with only those subcontractors in the submitted list (if required), unless otherwise authorized in writing by the Project Manager.

The Contractor shall indemnify and save harmless forever, the City of Panama City, Florida, and its agents, from all charges or claims resulting from such accidents or injuries or from any act, omission, or neglect by himself or his employees, as well as from all claims for patent rights or fees, or from claims relating to labor or materials furnished for the work. The Contractor shall become defendant in every suit brought against the City for any such amount as it may determine to be required to pay the expenses and damages arising from any of said causes, or in case no money is due, the Contractor's surety shall be held until such suits, actions, or claims for injuries or damages shall have been settled, and suitable evidence to that effect furnished to the City.

The Contractor shall at all times conduct the work in such manner and in such sequence as will insure the least practicable local interference. He shall not open up work to the prejudice of work already started, and the Project Manager may require the Contractor to finish a section on which work is in progress before work is started on any additional section.

The Contractor shall arrange his work and dispose of his materials so as not to interfere with the operations of other contractors engaged upon adjacent work, shall joint his work to that of other contractors in a proper manner and in accordance with the spirit of the Plans and Specifications, and shall perform his work in the proper sequence in relation to that of other contractors, all as may be directed by the Project Manager.

J. Information and Drawings to be Furnished by the Contractor

Before proceeding with the erection of his construction plant, including the settling or placing thereof, and the erection of other temporary structures, the Contractor shall furnish the Project Manager with such information and drawings as the Project Manager may require.

The Contractor shall furnish such cost breakdowns as required by the Project Manager, including a detailed estimate giving a complete breakdown of the contract price and a breakdown of the cost of various portions of the work for use in preparing monthly estimates. The cost breakdowns shall be physical items, with bond, permit fees, insurance, overhead, and other general costs and profit prorated to each item. No payment will be made to the Contractor until these breakdowns are submitted in a form satisfactory to the Project Manager.

The Contractor shall furnish for the review and approval of the Project Manager, two (2) copies of shop drawings required by either the General or Detailed Specifications and Plans. Such drawings shall be of such character that they may be used as fabrication drawings. One (1) copy of the drawings will be retained by the Project Manager and one (1) will be returned to the Contractor with the Project Manager's mark of approval thereon, or will be marked to indicate changes necessary to effect compliance with the Specifications. When drawings are approved by the Project Manager, they shall be as binding as any of the Contract Documents. Any errors or omissions on the shop drawings shall not relieve the Contractor of his responsibility. He shall correct such errors or omissions, including any necessary additions or alterations to construction, at his expense, upon notification by the Project Manager.

Prior to start of construction, photographs shall be taken at sufficient locations and angles to document job site conditions. Digital format will be accepted in lieu of color prints. Each photograph shall be identified and emailed with the following information:

- Location and direction of photo
- Date of photo
- Project Name

A video recording, in digital format, shall also be submitted. Video must be digital formatted, clear full color and properly labeled and documented. There will be no separate payment made for photographic work and no progress payments will be made until acceptable photographic documentation is provided.

K. Compliance and Applicable Laws

The Contractor shall comply in every respect with all applicable laws, regulations, and building and construction codes of the Federal Government, the State of Florida, the County of Bay, the City of Panama City, and shall obtain all such occupational licenses and permits as shall be prescribed by law.

The contractor shall have the appropriate license for the type of work being considered.

L. Schedule, Time and Performance and Liquidated Damages

Immediately after the execution of the Contract and Contract Bond, the Contractor shall deliver to the Project Manager, in a form satisfactory to him, a construction progress schedule showing dates of commencement and completion of each of the various subdivisions of the Project.

The Contractor shall begin the Project with an adequate force and sufficient equipment and facilities within ten (10) days of the date stated in the written Notice to proceed issued and served upon him by the Project Manager. If the contractor chooses to begin work before the ten (10) days expire, then the start date becomes when work actually commences. Thereafter, the Contractor shall prosecute the work diligently, without any avoidable interruption and at such a rate and with such complement of labor, materials, and equipment as will complete the Project with the time stated in the Proposal. No work, however, shall be done on Sunday or City holidays, except such work as is necessary for the proper care and protection of the work already performed, or except in case of an emergency, in which event the permission of the Engineer to do such work shall be secured.

Since time is of the essence of this Contract, in the event that the work to be done hereunder is not completed within the times hereinbefore specified (and such additional extension of time as the Project Manager may have granted), the City will retain from the compensation otherwise to be paid to the Contractor the sum of \$500 for each day thereafter (Sundays and holidays included) that the work remains uncompleted, which sum shall represent the actual damages which the City will have sustained per day by failure of the Contractor to complete the work within said specified times, it being agreed that said sum is not a penalty but is the stipulated amount of damage sustained by the City in the event of such default by the Contractor.

Should a delay in the work be caused by an act of God, war, strike, action of the City, or other cause beyond the control of the Contractor, he shall within five (5) calendar days of the commencement of the delay make a written claim for an extension in contract time. If, in the opinion of the Project Manager, the claim is justified, an extension in contract time will be allowed equal to the length of the delay. The Project Manager shall not consider delays caused by late delivery of equipment or material to be beyond the control of the Contractor and hence shall not allow an extension of time for them unless written evidence is furnished that they were caused by acts of God, war, strikes or action of the City.

M. Insurance to be Carried by Contractor

The Contractor shall not begin work under the contract until after he has obtained all of the insurance herein described and such insurance has been approved by the City, nor shall the Contractor permit any subcontractor to begin work until after similar insurance to cover the subcontract has been obtained and approved.

The Contractor, and any of his subcontractors, shall, throughout the life of the Contract, procure and maintain Workers' Compensation insurance, and comply in every respect with the requirements of the statutes of the State of Florida relative to Workmen's Compensation Insurance. The contractor shall be responsible for compliance by every subcontractor with these requirements.

The Contractor shall procure and shall maintain during the life of the Contract:

1. Commercial General Liability Insurance with the following limits:
 - a. General Aggregate Limit (other than Products/Completed Operations) \$1,000,000.
 - b. Products/Completed Operations Aggregate Limit \$1,000,000.
 - c. Personal and Advertising Injury Limit \$500,000.
 - d. Each Occurrence Limit \$1,000,000.
 - e. Fire Damage Limit \$50,000.
 - f. Medical Expense limit \$5,000.

No coverage found in the standard ISO commercial general liability form shall be excluded from the insurance provided by the contractor or subcontractors.

2. Completed Value Builders Risk Insurance with Special Form cause of loss applying, in an amount not less than 100% of the completed value of the building(s) or structure(s).
3. Commercial Automobile Liability Insurance with limits of \$500,000 if written on a combined single limit basis, or \$250/500/100,000 if written on split limit basis.

Each such policy of insurance shall name the City, as well as the Contractor, as the insured. The Contractor shall require each subcontractor to maintain such Workers' Compensation Insurance, Commercial General Liability Insurance, Commercial Automobile Insurance, and Completed Value Builders Risk Insurance (if required in paragraph B above) to cover the work done under a subcontract.

The Contractor shall furnish the Engineer with satisfactory proof of insurance herein described.

N. Extra Work and Payment Therefor

The Contractor shall perform unforeseen work, for which there is no price included in the Proposal, wherever it is deemed necessary or desirable by the Project Manager to complete satisfactorily the Project as contemplated, and such extra work shall be performed promptly in accordance with the Specifications and as directed by the Project Manager; provided, however, that before any extra work is begun, a written order from the Project Manager to do the work shall be given to the Contractor. No extra work will be paid for unless ordered in writing. Extra work and material will ordinarily be paid for in a lump sum or at unit prices agreed to in writing by the Engineer and the Contractor before the extra work is ordered.

The performance of any extra work or the furnishing of any extra material which, in the judgement of the Project Manager, is of a like character to and susceptible of classification under a unit price item of the Contract shall, if the order of the Engineer shall so provide, be paid for at the unit price bid for such item.

All extra work performed hereunder will be subject to all of the provisions of the Contract.

O. Omitted Items and Payment Therefore

The City shall have the right to cancel those portions of the Contract relating to the construction of any item provided for therein. Such cancellation shall entitle the Contractor to payment of a fair and equitable amount covering all items of cost incurred by him prior to the date of cancellation or suspension of the work by order of the Project Manager. The Contractor shall be allowed a profit percentage on the materials used and on construction work actually performed, at the same rates as provided for "Extra Work" but no allowance will be made for anticipated profits. Acceptable materials ordered by the Contractor or delivered on the work prior to the date of such cancellation or suspension shall be purchased from the Contractor by the City at actual cost and shall thereupon become the property of the City.

P. Inspecting and Testing Materials

The inspection and testing of materials and finished articles to be incorporated in the work shall be made by bureaus, laboratories or agencies selected by the Contractor and approved by the Project Manager, unless otherwise specifically provided for in the Specifications. The Contractor shall submit such samples, or such special or test pieces of materials, as the Engineer may require. The cost of the materials or finished articles which may become damaged or destroyed in making the necessary tests to determine whether or not the specification requirements are met shall be borne by the Contractor. The Contractor shall not incorporate any material or finished article into the work until the results of the inspections or tests are known and he has been notified by the Project Manager that the material or finished article is accepted. All materials must be of the specified quality and be equal to the approved sample, if a sample has been submitted. Materials or finished articles rejected by the Project Manager shall be promptly removed from the site of the work. The City reserves the right to retain independent bureaus, laboratories or agencies to verify inspection and testing of materials.

Q. Defective Work or Materials

If at any time before final acceptance of the Project defects are found in the work or materials, the Contractor shall correct such defects at his expense, forthwith removing and disposing of all defective or unsatisfactory work or materials and supplying others in accordance with the Plans and Specifications. Previous inspection of such work will not relieve the Contractor of the responsibility for good work or materials, although the defects may have been overlooked by the Project Manager or may have been the result of damage from any cause. Neglect, thus, to make good defective or condemned work or materials shall be sufficient grounds for the Project Manager to order the work discontinued and to have the defects completely remedied at the expense of the contractor. All materials are to be inspected before use and the contractor shall notify the Project Manager in time to enable him to inspect any inaccessible work or materials before being covered. The Contractor shall furnish necessary personnel and facilities for inspection of such work or materials after being covered, if so required. If the work or materials are then found to be defective, the cost of inspection shall be borne by the Contractor, otherwise by the City.

R. Unavailability of Materials

If the Contractor is unable to furnish or use any of the materials or equipment specified, because of any order by a governmental agency limiting the manufacture of use, or because of the supply situation in the general market for such material or equipment, the Contractor shall offer substitutes therefor. The substitutes shall be suitable for the purpose, considering the factors of quality, serviceability, appearance, and maintenance. No substitute shall be used until it has been approved by the Engineer.

No consideration will be given to the use of substitutes on account of market conditions unless the Contractor demonstrates that for the item in question, he placed his order and submitted shop drawings without delay, that he has shown due diligence in attempting to locate the item as specified, and that the unavailability is due to market conditions in general throughout that particular industry.

If substitutes are used in the work, the compensation to be paid the Contractor will be subject to review and adjustment.

S. Property Protection

Buildings, sidewalks, fences, shade trees, lawns and all other improvements shall be duly protected by the Contractor. Property obstructions, such as sewers, drains, water or gas pipes, conduits, railroads, poles, walls, posts, bridges, etc. shall be carefully protected from injury and shall not be displaced if avoidable.

If the construction of the Project shall render it necessary to move property, including privately owned public utility facilities located in public streets, highways or other public places, and all other types of property, the removal thereof shall be at the expense and risk of the Contractor. The Contractor is to obtain the consent of the owners or others in charge, and, before commencing, shall confer with them as to the best manner of protecting the interests involved.

Except as specifically provided in the Specifications, the Contractor shall not do any work that would affect any railway track, pipeline, telephone, telegraph, or electric transmission line, or other structure, nor enter upon the right-of-way or other lands appurtenant thereto, until notified by the Engineer that the City has secured authority therefore from the proper parties.

The Contractor shall not be entitled to any extension of time or any extra compensation on account of any postponement, interference or delay except as provided in Section 12 hereof.

The City retains ownership of any materials encountered or being replaced under the contract and the Contractor, when so requested, shall carefully remove them and leave them neatly piled or stored at the site of the work for salvage by City forces, except when otherwise provided by the Specifications.

T. Sanitary Provision

The Contractor shall provide and maintain, at his own expense, in a sanitary condition, such accommodations for the use of his employees as is necessary to comply with the requirements and regulations of the State of Florida Department of Health and Rehabilitative Services or Bay County Health Department. He shall commit no public nuisance. The Contractor shall furnish an adequate supply of drinking water for his employees.

U. Contractor Responsibility Regarding Payrolls and Estimates

Contractors must study thoroughly and follow closely all labor standards requirements of the Contract Documents and make certain all requirements of the Contract are inserted into all his subcontracts and understood by all. If required by the contract documents, each week each prime contractor must submit to the Owner the certified weekly payrolls for his contract (this includes his subs). Monthly estimates must be submitted to the Owner also according to Section 27 of the General Covenants and Conditions. Payroll records, including a copy of the payrolls of each subcontractor, will be maintained during the course of the work by the General Contractor.

V. Cleaning Up Site of Work

As soon as the work in any one locality is completed, the accumulated rubbish or surplus materials thereat shall be promptly removed. The Contractor shall also restore in an acceptable manner all property, both public and private, which has been displaced or damaged during the prosecution of the work and shall leave the site and vicinity unobstructed and in a neat and presentable condition.

In the event of delay exceeding two (2) days after written notice is given to the Contractor by the Project Manager to remove such rubbish or materials, or to restore displaced or damaged property, the Project Manager may employ such labor and equipment as he may deem necessary for the purpose, and the cost of such work, together with the cost of supervision, shall be charged to the Contractor and shall be deducted from any money due him on the monthly or final estimate. No contract shall be considered as having been completed until all rubbish and surplus materials have been removed and disposed of properly.

W. Assignment of Contract

No assignment of the Contract, or of any part thereof, or of any monies due or to become due thereunder, shall be made by the Contractor without the prior written approval of the City, which approval will be given only after the surety on the Contract bond has informed the City in writing that it has no objection to such assignment being made.

In the event that the Contractor shall undertake to assign all or any part of any monies due or to become due under the contract, the instrument of assignment shall contain a provision substantially to the effect that it is agreed that the right of the assignee in and to any of such monies shall be subject to the prior liens or claims of all persons for services rendered or materials supplied for the performance of all work embraced by the Contract.

X. Annulment of Contract by City

If the Contractor shall fail to begin work under the Contract within the time specified, or shall fail to perform the work with sufficient workmen and equipment or with sufficient materials to insure the prompt completion of the work, or shall perform the work unsatisfactorily, or shall discontinue the prosecution of the work, or shall become insolvent or be declared a bankrupt, or shall commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors or from any other cause whatsoever shall not carry on the work in an acceptable manner, the Project Manager may give notice in writing to the Contractor and to his surety of such delay, neglect or default, specifying the conditions pertaining thereto and directing the Contractor to correct same. If the Contractor shall not correct such conditions with a period of five (5) days after receipt of such notice, the City shall upon written certificate from the Project Manager reciting the facts of such delay, neglect, or default and the failure of the Contractor to comply with the directions given in such notice, have full power and authority, without violating the Contract, to take the prosecution of the work out of the hands of the Contractor, to appropriate or use any and all materials or equipment on the ground as may be suitable and acceptable, to enter into an agreement with another contractor for the completion of the Project, or to use such other methods as, in the opinion of the City, shall be required for the completion of the Project in an acceptable manner. All costs and charges incurred by the City, together with all costs of completing the work under contract, shall be deducted from any monies due or which may become due to the Contractor. In the event that the expense so incurred by the City shall exceed the sum which would have been payable under the Contract if the work had been completed by the Contractor, the Contractor and the surety shall be liable and shall pay the City the amount of such excess.

Y. Scope of Payment

The Contractor shall receive and accept the compensation as herein provided in full payment for furnishing all materials, labor, tools, and equipment, and for performing all work required to complete the Project under the Contract, and also in full payment for all loss or damage arising from the nature of the work or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the work until its final acceptance by the City.

Only net quantities of finished work will be measured and paid for.

For each of the items included and for which a unit price is stated in the Proposal, the aggregate amount to be paid therefor by the City at such unit price shall be the measured amount of such item incorporated in the completed Project by the Contractor and acceptable to the Engineer.

The unit prices stated in the Proposal include all costs and expenses for labor, equipment, materials, commission, transportation charges and expenses, patent fees and royalties, removing crossing or other obstructions, protecting or maintaining pipes, drains, culverts, railroad tracks, buildings, bridges, furnishing all stakes, batter boards and templates, common labor for staking out grades and lines and ordinary labor for handling materials during inspection, replacing any property disturbed, together with any and all other costs and expenses for performing and completing the work as specified.

It is mutually agreed that, due to latent field conditions which cannot be foreseen at the time of advertising for bids, adjustment of Plans to such field conditions will be necessary during construction, and therefore such changes in the Plans shall be recognized as constituting a normal and expected margin of adjustment, not unusual and not involving nor permitting any change or modification of unit prices, provided only that resulting overruns or underruns from the quantities stated in the Proposal do not exceed a reasonable percentage. Changes involving any major item in an amount not more than twenty-five (25) percent of the quantities listed in the Proposal shall be construed as constituting such a reasonable percentage, in which case payment will be made for the revised quantities at the unit price bid in the Proposal. A major item is construed to be any item the contract price for which amounts to at least five (5) percent of the total contract price. Changes involving any minor item in an increased amount not more than two hundred (200) percent of the quantities listed in the Proposal shall also be construed as constituting such a reasonable percentage, in which case payment will be made for the revised quantities at the unit price bid in the Proposal. A minor item is construed to be any item the contract price for which amounts to less than five (5) percent of the total contract price.

Z. Partial and Final Payment

At the end of each calendar month, the Contractor shall certify and submit to the Engineer, an estimate of the amount and fair value of the work done, as a basis for partial payments therefore. Such applications shall be submitted on standard AIA Document G702 (Application and Certificate for Payment), or on a modified version of the form provided by the Owner. When satisfactory progress has been made, and whenever the monthly estimate shows that the value of the work completed during the previous month exceeds \$1,000.00 in amount, the Engineer will issue a certificate that such work has been completed and the value thereof, and the City will then issue a voucher to the Contractor in the amount of ninety (90) percent of the value of the work completed as certified, less any sums that may be retained or deducted by the City under the terms of any of the Contract Documents. Payments on estimates of the calendar month may be expected on or about the 15th of the following month. The ten (10) percent which is deducted each month is reserved by the City as partial guaranty to it of the faithful execution of the Contract by the Contractor.

It is understood and agreed that no partial payment shall be made to the Contractor until the Contractor shall furnish to the Project Manager when required, the original or a duly certified copy of his and each of his subcontractor's payrolls and satisfactory proof of payment of, or satisfactory releases therefore, of all bills for services, materials, tools, supplies, and subcontractors.

As a consideration for such payment of ninety (90) percent, the City shall have the right to enter upon and put into proper service, any or all parts of the work which may be in condition for use. No claim or charge is to be made by the Contractor for such use, nor is such use to be construed as an acceptance by the City of any part of the work so used.

Upon satisfactory completion of the work as determined by final inspection, and when the final estimate has been prepared and certified by the Project Manager, he will submit to the City a final certificate stating that the work has been completed and the amount, based on the final estimate, remaining due to the Contractor. The City will then accept the work as fully completed and will, not later than sixty (60) days thereafter, pay the

Contractor the entire sum so found due thereunder after deduction of all previous payments and all percentages and amounts to be kept and retained under provisions of this Contract; provided however, and it is understood and agreed, that as a precedent to receiving final payment, the Contractor shall submit to the City a sworn affidavit that all bills for labor, service, materials, and subcontractors have been paid and that there are no suits pending in connection with the work done or labor and materials furnished under the Contract. All prior certificates and estimates, being approximate only, are subject to correction in the final estimate and payment.

Upon acceptance of the work and final payment by the City, Contractor shall submit to the City a one (1) year warranty on the total project.

AA. Notice and Service Thereof

All notices, demands, requests, instructions, approvals, and claims shall be in writing. Any notice to or demand upon the Contractor shall be sufficiently given if delivered to the office of the Contractor specified in the Proposal (or to such other office as the Contractor may from time to time designate to the Engineer in writing), or if deposited in the United States mail in a sealed, postage-prepaid envelope, or if delivered, with charges prepaid, to any telegraph company for transmission, in each case addressed to such office.

All notices or other papers required to be delivered by the Contractor to the City or to any of its representatives shall, unless otherwise specified in writing to the Contractor, be delivered to the office of the City Manager, City Hall, Panama City, Florida, and any notice to or demand upon the City shall be sufficiently given if delivered to the office of said City Manager, or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to said City Manager.

Any such notice or demand shall be deemed to have been given or made as of the time of actual delivery, or in the case of mailing, when the same should have been received in due course of post, or in the case of telegrams, at the time of actual receipt thereof.

BB. Record Drawings

Before final inspection, the Contractor shall turn over to the Engineer a set of drawings showing field changes and actual installed conditions as described in the plans. The horizontal and vertical data for the record drawings shall be the same as used in the project plans. CONTRACTOR shall provide to the PROJECT MANAGER two (2) hard copies and one (1) electronic copy of the as-built plans (record drawings) in AutoCAD 2015 or in a version mutually agreed. Unless waived by the City, the record drawings shall be certified by a P.L.S. registered in the State of Florida.

CC. Mobilization

Mobilization includes all preparatory work and operations for beginning work on a project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies, and incidentals to the project site and for the establishment of temporary offices, buildings, safety equipment, and first aid supplies, and sanitary and other facilities. This also includes the costs of bonds, any required

insurance and any other pre-construction expenses necessary for the start of the work, excluding the cost of construction materials.

When the proposal includes a separate lump sum pay item for Mobilization, partial payments will be made therefor in accordance with the following schedule:

Percent of Original Contract Amount Earned	Allowable Percent of the Lump Sum Price for the Item
5%	25%
10%	50%
25%	75%
50%	100%

The standard retainage will be applied to these allowances. When one or more project(s) is included in the Contract, the above percentages shall apply separately to each job which has a separate pay item for mobilization.

As an exception to the partial payments being made based on Percent of Original Contract Amount Earned, the contractor may be paid the invoice price of the Contract Bond when the Engineer has been furnished with a certified copy of the invoice from the Bonding Company. No other work is required to receive payment for the Contract Bond included in the bid price for Mobilization.

Exhibit A

During the performance of this Contract, the Contractor agrees as follows:

Standard Provisions

1. The contractor will not discriminate against any employee or applicant for Contractor employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
2. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
3. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
4. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
5. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
6. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
7. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

8. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
9. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.
10. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Contract Work Hours and Safety Standards Act

1. **Overtime requirements.** No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b)(1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
3. **Withholding for unpaid wages and liquidated damages.** The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for

unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

4. **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.
5. **Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deductions made and actual wages paid. The Contractor or subcontractor shall make the records required under this paragraph available for inspection, copying, or transcription by authorized representatives of FEMA or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job.

Clean Air Act

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Contractor agrees to report each violation to the City of Panama City and understands and agrees that the City of Panama City will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The Contractor agrees to report each violation to City of Panama City and understands and agrees that the City of Panama City will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Debarment and Suspension

1. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals

(defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

2. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by the City of Panama City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to the remedies available to the Florida Division of Emergency Management and the City of Panama City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Access to Records

1. The Contractor agrees to provide the City of Panama City, the Florida Division of Emergency Management, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

DHS Seal, Logo, and Flags

1. The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

Compliance with Federal Law, Regulations, and Executive Orders

1. The Contractor acknowledges that FEMA financial assistance will be used to fund the contract in whole or in part. The Contractor will comply with all applicable federal laws, regulations, executive orders, FEMA policies, procedures, and directives.

No Obligation by the Federal Government

1. The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts

1. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

Exhibit B
Federal Labor Standards Provisions (Non-Davis Bacon)
Federal Emergency Management Agency
(10/27/2015)

Applicability: The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. Compliance with the Copeland "Anti-Kickback" Act.

1. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
2. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause in paragraph 1 above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
3. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

B. Compliance with the Contract Work Hours and Safety Standards Act. The provisions of this Section B are applicable where the amount of the prime contract exceeds \$100,000.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this Section B the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages. The Municipality shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
 4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this Section B and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section B.
- C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.
1. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
 2. The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.
 3. The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as FEMA or the Secretary of Labor shall direct as a means of enforcing such provisions.

Exhibit C

Project Summary

The Martin Theatre is a landmark for the downtown area of Panama City. The Martin Theatre sustained damages as a result of Hurricane Michael. Damages include the roof, exterior wall finishes, exterior wall framing, window glazing, doors, and all interior finishes. Interior finishes have been removed during remediation work. Exterior wall repairs are to include the EFIS and stucco finishes.

Bidding Information

Bids are to be returned to:

City of Panama City Purchasing Department

Re: Bid No. PC20-011 - Martin Theatre Exterior Wall Repairs Re-Bid

501 Harrison Avenue, Room 107

Panama City, Florida 32401

This bid is for the exterior wall repairs only. No other work mentioned in the bid specification binder is to be included in the contractors bid.

Bid is to be provided in two (2) parts. Part One (1) will be for lump sum for all wall repairs. Part Two (2) will be for unit pricing of metal stud replacement. All pricing shall include all materials, equipment, labor, insurances, overhead and profit, storage of materials, etc.

Applicable Divisions: Division 1, Division 5, Division 6, Division 7, and Division 9

Bid packets must include all of the following. Any missing information may be cause for disqualification.

1. Letter stating ability to bond for the value of the project.
2. Provide references, with contact information, to demonstrate experience in completion of similar scope and size of project with similar materials.
3. Completed Bid Sheet Form.
4. Copies of Florida licenses.
5. All proposed materials to be used with manufacturer warranty information.
6. Florida Product Approval Sheet for all proposed materials to be used.
7. Proposed timeline for project from beginning of project to completion.
8. Sworn Statement on Public Entity Crimes.

Contract Award

Contract will be awarded based on the best score. A committee of three (3) will individually score each submittal. Scores will be combined and then averaged out. Contractor with the highest average score will be awarded the contract.

Scoring Guidelines:

- Price – 60%
- Experience with similar size and scope of work – 20% (must include experience in working with the materials specified)
- References – 20%

Contract documents will be managed by SynergyNDS. All payments will be managed through FMIT TurnKey Recovery Program.

Work Scope

The following is a high-level overview of the contracted work to be completed. Contractor is required to reference the Bid Specifications Binder for all in-depth information relating to the required work to be completed and material specifications.

- All work to be done in accordance with manufactures specifications, specification in the attached bid document binder, and Federal, State, Local codes, laws and ordinances.
- Contractor is to remove all identified exterior wall material to metal studs or masonry walls.
 - Materials which are removed are to be discarded in provided dumpsters.
 - Swap of dumpsters will be coordinated directly with SynergyNDS.
- Metal framework to be inspected to determine quantity of metal studs to be replaced.
 - Removal of damaged metal studs once quantity is agreed to.
 - Damaged studs to be discarded in provided dumpsters.
- Install new metal studs where required with appropriate fasteners.
 - Metal studs must meet the requirements of the specifications in the bid document binder.
- Install new exterior wall materials in accordance with the bid document binder, the manufactures specifications and the provided exterior renovation plans.
 - All wall system components must meet the requirements of the bid document binder.
- Closure of 4th Street west bound lane will need to be coordinated accordingly. Notification to SynergyNDS one (1) week prior to needing the west bound lane to be closed will be required. Contractor will be required to provide all cones, flagging, and signage for lane closure. The lane must be opened at the end of each workday.
- Apply texture coating and paint in accordance with bid document binder and the manufactures specifications.
 - Painting is to match current style and design.
- Contractor is to secure all equipment, materials, and tools inside the fenced area at the end of each workday.
- Areas open to the public must always be kept clean and free of debris.
 - Sidewalks are to be swept clean and free of debris at the end of each workday.
- SynergyNDS to provide the following in conjunction with completion of the work scope:
 - Roll off dumpster services.
 - Portable toilet and hand washing stations
 - Fencing of back parking lot area with two (2) gates in designated location.
 - Scaffolding for sidewalk and of the building.

Reminder Notes

1. Contractor is responsible to validate all quantities and units of measurements specific to the scope items above. Information above is intended as a general guidance purpose only.
2. Contractor has the sole responsibility to ensure that all services and materials for bid submittal meet all codes and standards. This include that all work must be completed in order to meet all codes and standards.
3. Contractor should also consider method to stock/store materials at the jobsite in a safe and secure manner. SynergyNDS will not be responsible for lost or stolen materials, supplies, or equipment from the location.
4. Contractor is strongly encouraged to schedule a site visit of the property as necessary to support the IFB submittal.
5. Contractor can submit request for site visit, all questions and/or concerns to the specific IFB by emailing: bids@synergynds.com

SWORN STATEMENT UNDER SECTION 287.133 (3) (A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES
This form must be signed in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted to the CITY OF PANAMA CITY by

_____ (Print individual's name and title)

for _____

(Print name of entity submitting sworn statement) 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 Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt of 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 an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:

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

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

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 one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have 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 the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in 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 the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in 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 Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officers determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (ATTACH A COPY OF THE FINAL ORDER).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN 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 STATUTES FOR A CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

Sworn to and subscribed before me this _____ day of _____ 2020.

Personally known _____

Or produced identification _____

Notary Public-State of _____

My commission expires _____

(Printed, typed, or stamped commissioned name of notary public.)