

PCB23-47 ITB HYPOCHLORITE STORAGE TANKS



**INVITATION TO BID
PCB23-47 ITB HYPOCHLORITE STORAGE TANKS**

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

**Date of Issue: July 31, 2023
Responses Due: August 21, 2023**

PCB23-47 ITB HYPOCHLORITE STORAGE TANKS

TABLE OF CONTENTS

<u>BIDDING AND CONTRACT DOCUMENT SECTIONS</u>	<u>SECTION PAGES</u>
Advertisement for Bids	1 – 2
Information for Bidders	1 – 2
Agreement	1 – 7
Notice of Award	1 – 2
Terms and Conditions	1 – 6
General Conditions – Section 100	1
Definitions and Standards – Section 1090	1 – 4
Reference Standards – Section 1095	1 – 2
Submittals – Section 1300	1 – 7
Start-Up – Section 1625	1 – 2
Operating and Maintenance Data – Section 1730	1 – 5
Warranties and Bonds – Section 1740	1 – 2
Scope of Work – Section 11200	1 – 8
Bid Proposal Form	1 – 2

<u>REQUIRED FORMS</u>	<u>SECTION PAGES</u>
Conflict of Interest Statement	1
Drug Free Workplace	1
E-Verify Form	1
Non-Collusion Affidavit	1
Statement on Public Entity Crimes	1 – 3
W9	1 – 6

EXHIBITS

Exhibit A – Insurance Requirements
Exhibit B – Existing Tank Shop Drawings
Exhibit C – Tax Exemption Certificate

PCB23-47 ITB HYPOCHLORITE STORAGE TANKS

INVITATION TO BID

PCB23-47 ITB HYPOCHLORITE STORAGE TANKS

The City of Panama City Beach is accepting electronic (e-submission) and sealed Bids from qualified bidders who can furnish two (2) HDPE hypochlorite chemical storage tanks with a minimum 10,000 gallon capacity for the City's Wastewater Treatment Plant (WWTP) located at, 206 N. Gulf Blvd, Panama City Beach, FL 32413. This is a component supply solicitation only. Installation will be performed by others.

The equipment used shall be new, of current manufacture, and must meet all State and Federal Safety Standards in effect at the time of delivery. Any items appearing in the manufacturer's regular published specifications furnished by the bidder are assumed to be included in the Bid Proposal. Any deletions or variations from the manufacturer's regular published specifications must be outlined in an attached letter. Deviations from these specifications which do not impair comparative functional equivalency will be accepted for review.

The bid must conform to Section 287.133(3) Florida Statutes, with respect to Public Entity Crimes.

All Bids must be received no later than **Monday, August 21st, 2023, at 1:00PM CDT** at which time all Bids will be publicly opened and read.

Bid documents may be downloaded online at www.demandstar.com and on the City's website at <https://www.pcbfl.gov/about-us/rfp-posts-list> starting on **Monday, July 31st, 2023**.

- Electronic Bids will only be accepted when submitted through DemandStar's Bid portal. Emailed submissions will not be accepted.
- Alternatively, one original and one electronic copy (USB flash drive preferred) may be delivered to the City Hall Office at the address below. Any sealed Bid submitted on paper must identify and clearly mark the Bid # **PCB23-47 ITB HYPOCHLORITE STORAGE TANKS** on the package. Receipt of a Bid by any Panama City Beach Office, receptionist, or personnel other than the City Hall's front desk does not constitute "receipt" as required by this solicitation. The time received at City Hall shall be conclusive as to the timeliness of receipt.

All paper Bids shall be sealed and delivered or mailed to:

**City of Panama City Beach City Hall
ATTN: Purchasing Manager
17007 Panama City Beach Parkway
Panama City Beach, Florida 32413**

The City reserves the right to accept or reject any or all Bids (in whole or in part) with or without cause and to waive technicalities, irregularities, or informalities.

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

PCB23-47 ITB HYPOCHLORITE STORAGE TANKS

if any addenda have been issued. The due date for questions will be **4:00PM CDT on August 14th, 2023.**

Any and all questions regarding the Bidding documents shall be directed to the City of Panama City Beach Purchasing Manager: **Carrie Jagers** via email: purchasing@pcbfl.gov. Contact with any other City official or City employees for the purpose of inquiries regarding this Bid or the meaning or interpretation of these specifications shall be grounds for disqualification.

INFORMATION FOR BIDDERS

It is the intention of this Invitation to Bid (ITB) to receive firm fixed pricing from qualified bidders for the purchase of two (2) HDPE hypochlorite chemical storage tanks with a minimum 10,000 gallon capacity in accordance with the specifications contained within this ITB.

BID DUE DATE & TIME: Monday, August 21st, 2023, at 1:00PM CDT. Bid packages shall be submitted electronically through DemandStar, mailed or hand-delivered to City Hall, located at 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413. Bids are to be received **NO LATER THAN 2:00PM CDT** after which time receipt will officially be closed. Bids received after the specified time and date will not be accepted. The City will not be responsible for mail delays, late or incorrect deliveries. The time/date stamp in the City Hall or on DemandStar will be the official authority for determining late Bids.

NOTE: Bids will be opened on the same date and time as identified above. The Bid opening will be conducted in a public meeting to begin at **1:00PM CDT** on **Monday, August 21st, 2023**. The location of the opening will be the City Council Room, City Hall, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413.

All paper Bids must be executed and submitted in a single sealed package. Bidder shall mark Bid package, **PCB23-47 ITB HYPOCHLORITE STORAGE TANKS**, Bidder's name and return address should be clearly identified on the outside of the package.

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

- | | |
|-----------------------------|--------------------------------------|
| 1. Bid Proposal Form | 5. Non-Collusion Affidavit |
| 2. Conflict of Interest | 6. Statement on Public Entity Crimes |
| 3. Drug Free Workplace Form | 7. W-9 |
| 4. E-Verify Form | |

Additional reference documents:

- | | |
|---------------------------------------|--|
| 1. Notice of Award | 4. Exhibit B – Existing Tank Shop Drawings |
| 2. Agreement | 5. Exhibit C – Tax Exemption Certificate |
| 3. Exhibit A – Insurance Requirements | |

The City may waive informalities or minor defects or reject any and all Bids. Any BID may be withdrawn by the BIDDER prior to the above scheduled opening time or authorized postponement thereof. Any BID received after the time and date specified shall not be considered.

BIDDERS must satisfy themselves of the accuracy of any estimated quantities and a review of the scope of work and specifications including any ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was misunderstanding concerning the specifications, quantities, or nature of any work to be done.

PCB23-47 ITB HYPOCHLORITE STORAGE TANKS

Submittal of a Bid in response to this Invitation for Bid constitutes an offer by the Bidder. Bids which do not comply with these requirements may be rejected at the option of the City. It is the Bidder's responsibility to ensure that Bid submittals are in accordance with an addenda(s) issued.

Bids not submitted with all the required documents may be rejected.

The City shall award the contract to the lowest fully responsive and responsible Bidder(s); provided, that the City may award the contract to a Bidder(s) other than the lowest Bidder should it find the lowest Bidder does not offer the reliability, quality of service or product afforded by such other Bidder. Where a Bid other than the lowest Bid is taken, the City shall state the reasons upon which such award was made.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

AGREEMENT

HYPOCHLORITE STORAGE TANKS

THIS HYPOCHLORITE STORAGE TANKS AGREEMENT is made and entered into this _____ day of _____, 2023, by and between the **CITY OF PANAMA CITY BEACH, FLORIDA**, a municipal corporation (City) and _____ (Contractor or Vendor).

PREMISES

1. SCOPE OF WORK

Contractor/Vendor will supply two (2) HDPE hypochlorite chemical storage tanks , as more particularly described in the Specifications listed in Invitation to Bid number PCB23-47.

If the Contractor/Vendor believes that any particular product is not within the scope of the contract, is a material change, or will otherwise require more compensation to the Contractor/Vendor, the Contractor/Vendor must immediately notify the City's Representative in writing of this belief. If the City's Representative believes that the particular work/service/product is within the scope of the contract as written, the Contractor/Vendor will be order to and shall continue to supply the work/service/product as changed and at the cost stated for the work/service within the scope. The Contractor/Vendor must assert its right to an adjustment under this clause within thirty (30) days from the date of the receipt of this agreement.

2. COMPENSATION

As compensation for supplying the product contemplated herein and performance rendered by the Contractor/Vendor of its duties and obligations hereunder, City shall pay Contractor/Vendor according to the not to exceed bid unit bid price submitted on PCB23-47 HYPOCHLORITE STORAGE TANKS. The City shall pay to the Contractor/Vendor as full consideration for the delivery of product required by this Agreement, at the UNIT PRICE contained in the Contractor's cost proposal, upon the basis of actual measured qualities as the same may be finally determined by the City Manager or his/her designee(s).

- A. Extra and/or Additional Work Changes – Should City at any time during the progress of said work request alterations, deviations, additions, or omissions from said specifications or other contract documents, it shall be at liberty to do so by written authorization to Contractor/Vendor, and the same shall in no way affect or make void the Agreement. The unit price of any such addition or deletion from the contract Bid price, must be mutually agreed upon by both parties.

3. PAYMENT

Contractor/Vendor will invoice for payment to the City when delivery and satisfactory inspection of HYPOCHLORITE STORAGE TANKS has been completed. The invoice(s) shall be delivered to accounts payable at City Hall, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413.

4. TERM

Unless terminated sooner pursuant to the provision of the Termination clauses contained in paragraph 6, and subject to the availability of funds appropriated for this purpose, this Agreement shall take effect on the executed date of award and be valid until the delivery and acceptance of the Hypochlorite storage tanks.

5. TERMINATION OF CONTRACT

- A. City Termination for Cause – The Agreement may be terminated by the City for cause in the event of any breach hereof, including, but not limited to, Contractor/Vendor's: (1) failing to carry forward and complete the Work as provided herein; (2) failing to comply with applicable laws, regulations, permits, or ordinances; (3) failing to timely correct defective Work; (4) making a general assignment for the benefit of its creditors; (5) having a receiver appointed because of insolvency; (6) filing bankruptcy or having a petition for involuntary bankruptcy filed against it; (7) failing to make payments when due to subcontractors, vendors, or others for materials or labor used in the Work; (8) making a material misrepresentation to the City regarding the Work; (9) arrest or conviction of felony or fraud, or (10) any other material breach of this Agreement. In such event, the City shall provide Contractor/Vendor with written notice of its intention to terminate this Agreement, stating the nature of the deficiency and the effective date of termination. At the City's sole judgement and discretion, the City may afford Contractor/Vendor an opportunity to cure said deficiency, in which event the notice shall specify the time allowed. Upon termination, the City may take possession of the premises and of all materials thereon and finish the Work by whatever means it seems expedient.
- B. City Termination for Convenience – Notwithstanding any other provision hereof, the City may at any time terminate this Agreement or any Work issued under it, in whole or in part, without cause, upon thirty (30) days advanced written notice to Contractor/Vendor. In such event, Contractor/Vendor shall be compensated for any Work performed prior to the date of termination and for materials that were ordered prior to receipt of notice of termination that cannot be returned to the vendor, which shall become City property. Upon receipt of notice, Contractor/Vendor shall discontinue Work on the date and to the extent specified therein and shall place no further orders for materials, equipment, services, or facilities, except as needed to continue any portion of the Work not terminated. Contractor/Vendor shall also make every reasonable effort to cancel, upon terms satisfactory to the City, all orders or subcontracts related to the terminated Work. Contractor/Vendor may not claim any compensation not specifically provided herein, including, but not limited to loss of anticipated profits, idle equipment, labor, and facilities; or any additional claims of subcontractors and vendors.

6. COMPLIANCE WITH LAWS

The Contractor/Vendor shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Contractor/Vendor shall always observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees. The Contractor/Vendor shall protect and indemnify the City of Panama City Beach and all its officers, agents, servants, or employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by Contractor/Vendor, its representatives, sub-contractors, sub-consultants, professional associates, agents, servants, or employees. Additionally, Contractor/Vendor shall obtain and maintain at its own expense all licenses and permits to conduct business pursuant to this contract from the federal government, State of Florida, Bay County, or municipalities when legally required, and maintain same in full force and effect during term of the contract.

7. WARRANTY

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

8. INSURANCE AND INDEMNIFICATION

Contractor/Vendor shall at its own expense maintain in force during the term of the contract the insurance on policies and insurers acceptable to the City as required by the City's Insurance Requirements attached hereto as Exhibit "A".

- i. Within thirty (30) days of the date of the Award, and thereafter upon the written request of the City, Contractor/Vendor shall furnish to the City such certificates of coverage and certified copies of policies pursuant to the City's Insurance requirements in order to satisfy this provision, the documentation required by this part must be sent to the following address: ATTN: RISK MANAGEMENT DIRECTOR, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413.
- ii. Regardless of the coverage provided by any insurance, the successful Contractor/Vendor shall indemnify, save harmless and defend the City, its agents, servants, or employees from and against any and all claims, liability, losses and/or causes of action which may arise from any negligent act or omission of the successful Contractor/Vendor, its sub-contractors, agents, servants, or employees during the course of performing services or caused by the goods provided pursuant to these Bid documents and/or resultant contract.

If any third-party claim is made against the City that, if sustained, would give rise to indemnification liability of the Contractor/Vendor under this Agreement, the City shall

promptly cause notice of the claim to be delivered to the successful Contractor/Vendor and shall afford the Contractor/Vendor and its counsel, at the Contractor's/Vendor's sole expense, the opportunity to join in defending or compromising the claim. The covenants contained in this paragraph shall survive the termination of this Agreement.

9. ATTORNEY'S FEES

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

10. TIME

Time is of the essence in this Agreement.

11. FORCE MAJEURE

The Contractor's/Vendor's failure or inability to perform the stated scope of work at any time as a result of circumstances beyond its control, such as, but not limited to, war, terrorism, strikes, fires, floods, hurricanes, acts of God, power failures, or damage or destruction of any facility related thereto, shall not be deemed a breach of this Agreement.

12. REMEDIES

In the event of failure of the Contractor/Vendor to deliver product in accordance with the contract terms and conditions, the City, after due written notice, may procure the products from other sources and hold the Contractor/Vendor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the City may have. Failure to cure a breach of a material term hereunder within 24 hours of Contractor's/Vendor's receipt of written notice thereof shall entitle the City to terminate this Agreement. All rights and remedies conferred upon the parties in this Agreement shall be cumulative and in addition to those available under the laws of the State of Florida.

13. ASSIGNMENT

This Agreement is not assignable.

14. SEVERABILITY

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

15. CHOICE OF LAW & VENUE

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

16. MODIFICATIONS

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

17. WAIVER

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

18. NOTICES

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

A. As to City:

City Representative: Leah Bailey

Title/Position: Utilities Business Manager

17007 Panama City Beach Parkway, Panama City Beach, FL 32413

Phone: (850) 233-5100, ext. 2420

B. As to Contractor/Vendor:

Contract Representative: _____

Title/Position: _____

Email Address: _____

Mailing Address: _____

Phone: _____

19. ENTIRE AGREEMENT

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

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

- Advertisement for Bids
- Information for Bidders
- Bid Proposal Form
- Drug Free Work Place Statement
- Public Entity Crimes Statement

PCB23-47 ITB HYPOCHLORITE STORAGE TANKS

Non-Collusion Affidavit
E-Verify
Terms and Conditions
Notice of Award
Agreement
General Conditions
Reference Standards
Definitions and Standards
Submittals
Start-up
Operation and Maintenance Data
Warranties and Bonds
Appendix A – Insurance Requirements
Appendix B – Existing Hypochlorite Storage Tanks Shop Drawings
Appendix C – Tax Exemption Certificate

ADDENDA (S)

No. _____, dated _____, 20 _____

No. _____, dated _____, 20 _____

No. _____, dated _____, 20 _____

No. _____, dated _____, 20 _____

PCB23-47 ITB HYPOCHLORITE STORAGE TANKS

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

Signed in the presence of: Contractor/Vendor

Witness 1: _____

(Print Name): _____

By: _____

Contractor/Vendor

Witness 2: _____

(Print Name): _____

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

By: _____

Drew Whitman, City Manager

ATTEST:

City Clerk

PCB23-47 ITB HYPOCHLORITE STORAGE TANKS

NOTICE OF AWARD

TO: _____

PROJECT DESCRIPTION:

HYPOCHLORITE STORAGE TANKS

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

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

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

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

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

Dated this _____ day of _____, 20____.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

PCB23-47 ITB HYPOCHLORITE STORAGE TANKS

CITY OF PANAMA CITY BEACH
Owner

By _____

Name: Drew Whitman

Title City Manager

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged

By _____

This the _____ day of _____, 20____.

Name _____

Title _____

[END OF SECTION 00080]

TERMS AND CONDITIONS

ADDENDUM: If it becomes necessary to revise or amend any part of this Invitation for Bid, the City's Purchasing Manager will furnish the revision by written Addendum through the City's solicitation hosting platform at www.demandstar.com. Addenda information will also be posted online at the City of Panama City Beach website: <https://www.pcbfl.gov>. Bidders are solely responsible to ensure they have received all addenda(s) prior to submitting their Bid.

ANTI-DISCRIMINATION: The Bidder certifies compliance with the non-discrimination clause contained in Section 202. Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex, or national origin.

AWARD: The City shall award the contract to the lowest fully responsive and responsible Bidder(s); provided, that the City may award the contract to a Bidder(s) other than the lowest Bidder should it find the lowest Bidder(s) does not offer the reliability, quality of service or product afforded by such other Bidder(s).

BIDDER ACKNOWLEDGEMENT: By submitting a Bid, the Bidder certifies and or acknowledges that he/she has full knowledge of the scope, nature, quality of product to be provided, and/or quality of work to be performed.

Submission of a Bid indicates acceptance by the individual or vendor of the conditions contained in this invitation to Bid, unless clearly and specifically noted in the Bid submitted and confirmed in the contract between the City of Panama City Beach and the individual or vendor selected.

BIDDER EXPENSES: The City is not responsible for any expenses that a Bidder may incur in preparing and submitting Bids called for in this request. The City will not pay for any out-of-pocket expenses, such as word processing, photocopying, postage, per diem, travel expenses and the like, incurred by the Bidder. The City will not be liable for any costs incurred by the Bidder in connection with any interviews/presentations (i.e., travel, accommodations, etc.).

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

CONE OF SILENCE: The City observes a cone of silence and policies for ethical and professional behavior on all advertised solicitations. Potential bidders and their agents must not communicate in any way with the City Council, City Manager, or any City Staff other than the Purchasing Manager in reference to or relation to this solicitation. This restriction is effective from the time of bid advertisement until an award is made by the City Council. Such communication may result in disqualification.

CONFLICT OF INTEREST: The award of any Contract hereunder is subject to the provision of Chapter 112, Florida Statutes. Bidders must disclose with their Bid the name of any officer, director, partner, proprietor, associate, or agent which is also an officer or employee of the City or of its boards or committees. Bidders must disclose the name of any officer or employee of the City who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's organization or any of its branches or affiliate companies.

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

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

DOING BUSINESS WITH THE CITY. When a vendor is awarded a contract with the City, the City will request a copy of the vendor's completed W-9 to register the vendor in the City's financial system for invoice processing and payment. Vendors may choose ACH or virtual card for payments, as these forms of payment result in quicker payment of invoices.

E-VERIFY: The awarded Bidder becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility", as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all employees hired after January 1, 2021, and requiring all sub-Bidders to provide an affidavit attesting that the sub-Bidder does not employ, contract with, or subcontract with, an unauthorized alien. The Bidder shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a sub-Bidder knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Bidder, the Bidder may not be eligible for or awarded a public contract for a period of one (1) year after the date of termination.

FORCE MAJEURE: Neither the City nor the Bidder shall be liable for its failure to perform hereunder due to contingencies beyond its reasonable control, including but not limited to wars, acts of God, acts of terror, labor disputes, flood, windstorm, explosion, riots, sabotage, and fire and pandemic, provided that prompt notice of such delay is given to the other party. The time for performance shall be extended for a period equal to the duration of the Force Majeure.

INDEMNIFICATION: Regardless of the coverage provided by any insurance, the successful Bidder shall indemnify, save harmless and defend the City, its agents, servants, or employees from and against any and all claims, liability, losses and/or causes of action which may arise from any negligent act or omission of the successful Bidder, its sub-Bidders, agents, servants or employees during the course of performing services or caused by the goods provided pursuant to these Bid documents and/or resultant contract.

PCB23-47 ITB HYPOCHLORITE STORAGE TANKS

If any third-party claim is made against the City that, if sustained, would give rise to indemnification liability of the Bidder under this Agreement, the City shall promptly cause notice of the claim to be delivered to the successful Bidder and shall afford the Bidder and its counsel, at the Bidder's sole expense, the opportunity to join in defending or compromising the claim.

INSURANCE: Bidder shall at its expense maintain in force during the Term the insurance on policies and insurers acceptable to the City as required by the City's Insurance Requirements attached hereto as Exhibit "A".

Within thirty (30) days of the date of the Award, and thereafter upon the written request of the City, Bidder shall furnish to the City such certificates of coverage and certified copies of policies pursuant to the City's Insurance Requirements. In order to satisfy this provision, the documentation required by this part must be sent to the following address: ATTN: Risk Management Director, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413.

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

MINOR IRREGULARITIES/INFORMALITIES: The City of Panama City Beach reserves the right to both waive any irregularities or informalities in Bids and to determine, in its sole discretion, whether or not informality is minor.

NON-COLLUSION: The Bidder certifies that this Bid has not been arrived at collusively or otherwise in violation of federal, state, or local laws. Bidder shall certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm or person submitting an offer for the same materials, services, supplies or equipment and is in all respects fair and without collusion or fraud.

No premiums, rebates or gratuities are permitted, either with, prior to or after any delivery of material or provision of services. Any violation of this provision may result in the Contract cancellation, return of materials or discontinuation of services.

NOTIFICATIONS: The City of Panama City Beach's official website for notices, Bids, addendums, and other documents is located at <https://www.pcbfl.gov>. Bidders are also advised that www.demandstar.com is one of the City's sourcing methods of notices, addendums, Bids, and other documented communications for the procurement process. The City is not under any obligation and does not guarantee that Bidders will receive email notifications concerning the posting, amendment or close of solicitations. Bidders are responsible for checking www.demandstar.com or <https://www.pcbfl.gov> for information and updates concerning solicitations or contact the Purchasing Manager.

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

PAYMENT: Upon acceptance of work by the City, the City shall make payment to the Bidder in accordance with the Local Government Prompt Payment Act, Chapter 218, Florida Statutes. The City reserves the right, with justification, to partially pay any invoice submitted by the Bidder when

PCB23-47 ITB HYPOCHLORITE STORAGE TANKS

requested to do so by the City's Department Representative. All invoices shall be directed to Accounts Payable, City of Panama City Beach.

PURCHASING POLICIES. For more information on the City's purchasing policies and procedures, or to review the City's Procurement Manual, please visit the City's website at www.pcbfl.gov.

PUBLIC ENTITY CRIMES: By submission of response to the City's Invitation to Bid, Bidder acknowledges and agrees to the following: A person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids for leases of real property to a public entity, may not be awarded or perform work as a Successful Bidder, contractor, supplier, sub-Bidder, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287-017 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the Convicted Vendor List (Section 287.133, Florida Statutes).

PUBLIC RECORDS: Certain exemptions to the public records law are statutorily provided for in Section 119.07, Florida Statutes. If the Bidder believes any of the information contained in his or her response is exempt from disclosure, then the Bidder must in her or her response specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption. Otherwise, the City will treat all materials received as public records once that information is determined to be available for public inspection.

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

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

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

PCB23-47 ITB HYPOCHLORITE STORAGE TANKS

requirements. If the Bidder keeps and maintains public records upon completion of the contract, the Bidder shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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

If the Bidder has questions regarding the application of Chapter 119 Florida Statutes, to the Bidder's duty to provide public records relating to this contract, contact the custodian of public records at the City of Panama City Beach City Clerk, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413; 850-233-5100 or CityClerk@pcbfl.gov .

REQUEST FOR ADDITIONAL INFORMATION/CLARIFICATION: The Bidder shall furnish such additional information/clarification as the City may reasonably require. This includes but is not limited to information that indicates Bidder financial resources as well as the ability to provide and maintain the goods or services requested.

RESPONSIBLE VENDOR DETERMINATION: Respondent is here notified that Section 287.05701, Florida Statutes, requires that the City may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

RIGHT TO REJECT: Bidders are expected to examine the specifications, delivery schedules, Bid prices and extensions and all instructions pertaining to supplies and services. Failure to do so will be at the Bidder's risk. Only the City of Panama City Beach reserves the right to reject all Bids, or any part of any Bid deemed necessary for the best interest of the City. The City may reject any response not submitted in the manner specified by the solicitation documents.

If Bidder purports to add terms or conditions to its Bid, takes exception to any provisions of the Bidding Documents, or attempts to alter the contents of the Contract Documents for the purposes of the Bid, whether in the Bid itself or in a separate communication to the City, then the City will reject the bid as nonresponsive.

RECOMMENDATION OF AWARD INFORMATION: Notice of Award, Bids currently available, and Tabulation sheets will be available online at www.demandstar.com. Bidders who do not have Internet access may request a copy of the tabulation by contacting the Purchasing Manager. (NOTE: information will be provided in accordance with the requirements contained in the section above regarding PUBLIC RECORDS).

RESPONSIBLE BIDDER: A Bidder, business entity or individual who submits a Bid and who has furnished, when required, information and data to prove that its financial resources, production or service facilities, personnel, service reputation and experience are adequate and fully capable to make satisfactory delivery of the goods or services described in the Bid. The City may review vendor performance on City Contracts, and other public entity contracts, in arriving at a determination as to whether a Bidder meets the definition of a responsible vendor who may be recommended for award.

PCB23-47 ITB HYPOCHLORITE STORAGE TANKS

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

TAX EXEMPTIONS: The City of Panama City beach is tax exempt. The City of Panama City Beach's tax-exempt number is 85-8012646361C-4.

TIME FOR CONSIDERATIONS: Bids will be irrevocable after the time and date set for the opening of Bids and for a period of sixty (60) days thereafter.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

SECTION 00100

GENERAL CONDITIONS

PART 1 -GENERAL

1.1 GENERAL:

- A. Furnish two (2) Model 533095-L by Snyder Industries or 101150 IMFO by PolyProcessing Company or Owner approved equal. Any request for approval of an equal status must be received in writing from the OWNER seven (7) days prior to bid submission.
- B. The assemblies and components shall be expressly and unconditionally warranted against defective parts or workmanship, and fitness for their particular, respective purposes, for a period of five (5) years. All assemblies and components shall be new and delivered in the manufacturer's original protective packaging.
- C. Delivery of storage tanks and accessories shall be made, with a single scheduled delivery, within 66 days after the date of the Agreement and 56 days following approval of the shop drawings. Shop drawings shall be provided within 1 week of the Agreement. Shop drawings shall be in digital Adobe Acrobat .pdf format and submitted to Mark Shaeffer, Utilities Engineer, email mshaeffer@pcb.gov.
- D. F.O.B. delivery to 206 North Gulf Blvd, Panama City Beach, FL 32413 shall be included in the lump sum bid. Delivery shall be between 7:30 a.m. - 2:30 p.m. Monday through Friday with 7 calendar days written notice to the Owner's designated delivery representative, Albert Bock, WWTP Superintendent, email albert.bock@pcbfl.gov, with additional copy to Mark Shaeffer, Utilities Engineer, mark.shaeffer@pcbfl.gov. Clear instructions must be provided regarding equipment and accessories needed to properly unload the tanks.
- E. The City is tax exempt and a copy of the certificate of exemption is attached as Appendix B.
- F. After delivery and acceptance of purchased assemblies and accessories, payment of 95% will be made within 30 days of receipt of invoice for the approved bid amount. The remaining 5% shall be paid within 30 days of satisfactory completion of all required testing. Invoices shall be submitted in digital .pdf format to Mark Shaeffer, Utilities Director, email mark.shaeffer@pcbfl.gov.

[END OF SECTION 00100

SECTION 01090 - DEFINITIONS AND STANDARDS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and other Division-1 Specification sections, apply to work of this section.

1.2 DEFINITIONS

- A. General Explanation: A substantial amount of specification language constitutes definitions for terms found in other contract documents, including drawings which must be recognized as diagrammatic in nature and not completely descriptive of requirements indicated thereon. Certain terms used in contract documents are defined generally in this article.
- B. General Requirements: The provisions or requirements of Division-1 sections. General Requirements apply to entire work of Contract and, where so indicated, to other elements which are included in project.
- C. Indicated: The term "Indicated" is a cross-reference to graphics, notes or schedules on drawings, to other paragraphs or schedules in the specifications, and to similar means of recording requirements in contract documents. Where terms such as "shown", "noted", "scheduled" and "specified" are used in lieu of "indicated", it is for the purpose of helping reader locate cross-reference, and no limitation of location is intended except as specifically noted.
- D. Directed, Requested, etc: Where not otherwise explained, terms such as "directed", "requested", "authorized", "selected", "approved", "required", "accepted", and "permitted" mean "directed by Owner", "requested by Owner", etc. However, no such implied meaning will be interpreted to extend Owner's responsibility into Manufacturer/Supplier's area of construction supervision.
- E. Approve: Where used in conjunction with Owner's response to submittals, requests, applications, inquiries, reports and claims by Manufacturer/Supplier, the meaning of term "approved" will be held to limitations of Owner's responsibilities and duties as specified in General and Supplementary Conditions. In no case will "approval" by the Owner be interpreted as a release of Manufacturer/Supplier from responsibilities to fulfill requirements of contract documents.
- F. Project Site: The space available to Manufacturer/Supplier for performance of the work, either exclusively or in conjunction with others performing other work as part of the project. The extent of the project site is shown on the drawings, and may or may not be identical with description of land upon which project is to be built.

PCB23-47 ITB HYPOCHLORITE STORAGE TANKS

- G. Furnish: Except as otherwise defined in greater detail, the term "furnish" is used to mean supply and deliver to project site, ready for unloading, unpacking, assembly, installation, etc., as applicable in each instance.
- H. Provide: Except as otherwise defined in greater detail, term "provide" means furnish and install, complete and ready for intended use, as applicable in each instance.
- I. Installer: The entity (person or firm) engaged by Manufacturer/Supplier or its subcontractor or sub-subcontractor for performance of a particular unit of work at project site, including installation, erection, application and similar required operations. It is a general requirement that such entities (Installers) be expert in operations they are engaged to perform.
- J. Testing Laboratory: An independent entity engaged to perform specific inspections or tests of work, either at project site or elsewhere; and to report (if required) interpret results of those inspections or tests.

1.3 SPECIFICATION EXPLANATIONS

- A. Specification Content: Because of methods by which this project specification has been produced, certain general characteristics of content, and conventions in use of language or explained as follows:
 - 1. Specifying Methods: The techniques or methods of specifying to record requirements varies throughout text, and may include "prescriptive", "open generic-descriptive", or a combination of these. The method used for specifying one unit of work has no bearing on requirements for another unit of work.
 - 2. Overlapping and Conflicting Requirements: Where compliance with two or more industry standards or sets or requirements is specified, and overlapping of those different standards or requirements establishes different or conflicting minimums or levels of quality, most stringent requirement (which is generally recognized to be more costly) is intended and will be enforced, unless specifically detailed language written into contract documents (not by way of reference to an industry standard) clearly indicates that a less stringent requirement is to be fulfilled. Refer apparently-equal-but-different requirements, and uncertainties as to which level of quality is the more stringent, to Owner for a decision before proceeding.
 - 3. Manufacturer/Supplier's Options: Except for overlapping or conflicting requirements, where more than one set of requirements are specified for a particular unit of work, option is intended to be Manufacturer/Supplier's regardless of whether specifically indicated as such.

PCB23-47 ITB HYPOCHLORITE STORAGE TANKS

4. Minimum Quality/Quantity: In every instance, quality level or quantity shown or specified is intended as minimum for the work to be performed or provided. Except as otherwise specifically indicated, actual work may either comply exactly with that minimum (within specified tolerances), or may exceed that minimum within reasonable limits. In complying with requirements, indicated numeric values are either minimums or maximums as noted or as appropriate for context of requirements. Refer instances of uncertainty to Owner for decision before proceeding.
5. Specialists, Assignments: In certain instances, specification text requires (or at least implies) that specific work be assigned to specialists or expert entities, who must be engaged for performance of those units of work. These must be recognized as special requirements over which Manufacturer/Supplier has no choice or option. These assignments must not be confused with (and are not intended to interfere with) normal application of regulations, union jurisdictions and similar conventions. One purpose of such assignments is to establish which party or entity involved in a specific unit of work is recognized as "expert" for indicated construction processes or operations.

Nevertheless, final responsibility for fulfillment of entire set of requirements remains with Manufacturer/Supplier.

6. Trades: Except as otherwise indicated, the use of titles such as "carpentry" in specification text, implies neither that the work must be performed by an accredited or unionized tradesperson of corresponding generic name (such as "carpenter"), nor that specified requirements apply exclusively to work by tradesperson of that corresponding generic name.
7. Abbreviations: The language of specifications and other contract documents is of the abbreviated type in certain instances, and implies words and meanings which will be appropriately interpreted. Actual work abbreviations of a self-explanatory nature have been included in texts. Specific abbreviations have been established, principally for lengthy technical terminology and primarily in conjunction with coordination of terminology and primarily in conjunction with coordination of specification requirements with notations on drawings and in schedules. These are frequently defined in section at first instance of use. Trade association names and titles of general standards are frequently abbreviated. Singular words will be interpreted as plural and plural words will be interpreted as singular where applicable and where full context of the contract documents so indicates.

1.4 INDUSTRY STANDARDS

- A. General Applicability of Standards: Applicable standards of construction industry have same force and effect (and are made a part of contract documents by

PCB23-47 ITB HYPOCHLORITE STORAGE TANKS

reference) as if copied directly into contract documents, or as if published copies were bound herewith.

- B. Referenced standards (referenced directly in contract documents or by governing regulations) have precedence over non-referenced standards which are recognized in industry for applicability to work.
- C. Publication Dates: Except as otherwise indicated, where compliance with an industry standard is required, comply with standard in effect as of date of contract documents.
- D. Copies of Standards: Provide where needed for proper performance of the work, obtain directly from publication sources.
- E. Abbreviations and Names: Where acronyms or abbreviations are used in specifications or other contract documents they are defined to mean the industry recognized name of trade association, standards generating organization, governing authority or other entity applicable to context of text provision. Refer to "Encyclopedia of Associations", published by Gale Research Co., available in large libraries.

1.5 SUBMITTALS

- A. Permits, Licenses and Certificates: For the Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgements, and similar documents, correspondence and records established in conjunction with compliance with standards and regulations bearing upon performance of the work.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION 01090

SECTION 01095 - REFERENCE STANDARDS

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Abbreviations and acronyms used in Contract Documents to identify reference standards.

1.2 QUALITY ASSURANCE

- A. Application: When a standard is specified by reference, comply with requirements and recommendations stated in that standard, except when requirements are modified by the Contract Documents, or applicable codes establish stricter standards.
- B. Publication Date: The publication in effect on the date of issue of Contract Documents, except when a specific publication date is specified.

1.3 ABBREVIATIONS, NAMES, AND ADDRESSES OF ORGANIZATIONS

- A. Obtain copies of referenced standards direct from publication source, when needed for proper performance of Work, or when required for submittal by Contract Documents.

AA	Aluminum Association 818 Connecticut Avenue, N.W. Washington, DC 20006
AISC	American Institute of Steel Construction 1221 Avenue of the Americas New York, NY 10020
AISI	American Iron and Steel Institute 1000 16th Street, N.W. Washington, DC 20036
ANSI	American National Standards Institute 1430 Broadway New York, NY 10018
ASME	American Society of Mechanical Engineers 345 East 47th Street New York, NY 10017
ASTM	American Society for Testing and Materials 1916 Race Street Philadelphia, PA 19103
AWWA	American Water Works Association 6666 W. Quincy Avenue Denver, CO 80235

PCB23-47 ITB HYPOCHLORITE STORAGE TANKS

AWS	American Welding Society 2501 NW 7th Street Miami, FL 33125
FS	Federal Specification General Services Administration Specifications and Consumer Information Distribution Section (WFSIS) Washington Navy Yard, Bldg. 197 Washington, DC 20407
NEC	National Electric Code Battery March Park Quincy, MA 02269-9990
NEMA	National Electrical Manufacturer's Association 2101 L Street, N.W. Washington, DC 20037
NSF	National Sanitation Foundation 3475 Plymouth Road P.O. Box 1468 Ann Arbor, MI 48104
OSHA	Occupational Safety and Health Administration 5807 Breckenridge Parkway Tampa, FL 33610
SSPC	Steel Structures Painting Council Pittsburgh, Pennsylvania
UL	Underwriters' Laboratories, Inc. 333 Pfingston Road Northbrook, IL 60062

PART 2 - PRODUCTS
(Not Applicable)

PART 3 - EXECUTION
(Not Applicable)

END OF SECTION 01095

PCB23-47 ITB HYPOCHLORITE STORAGE TANKS

SECTION 01300 - SUBMITTALS

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

- A. The MANUFACTURER/SUPPLIER shall submit to the OWNER for review such working drawings, shop drawings, test reports and data on materials and equipment (hereinafter in this Section called data), and material samples (hereinafter in this Section called samples) as are required for the proper control of work, including but not limited to those working drawings, shop drawings, data and samples for materials and equipment specified elsewhere in the Specifications and in the Contract Drawings.
- B. The MANUFACTURER/SUPPLIER shall note that there are specific submittal requirements in other sections of these Specifications.
- C. The MANUFACTURER/SUPPLIER is to maintain an accurate updated submittal log. This log should include the following items:
 - 1. Submittal-Description and File Number assigned.
 - 2. Date to OWNER.
 - 3. Date returned to MANUFACTURER/SUPPLIER (from OWNER).
 - 4. Status of Submittal
 - a. Reviewed
 - b. Furnish as Corrected
 - c. Revise and Resubmit
 - d. Submit Specific Item
 - e. Rejected
 - 5. Date of Resubmittal and Return (as applicable).
 - 6. Date material released (for fabrication).
 - 7. Projected date of fabrication.
 - 8. Projected date of delivery to site.
 - 9. Status of O&M submittal

1.2 SHOP DRAWINGS

- A. When used in the Contract Documents, the term "shop drawings" shall be considered to mean MANUFACTURER/SUPPLIER's plans for material and equipment which become an integral part of the Project. These drawings shall be complete and detailed. Shop drawings shall consist of fabrication, erection and setting drawings and schedule drawings, manufacturer's scale drawings, bills of material, wiring and control diagrams, and inspection and test reports including performance curves and certifications as applicable to the Work.
- B. All details on shop drawings submitted for approval shall clearly show the elevations of the various parts to the main members and lines of the structure and/or equipment, and where correct fabrication of the work depends upon field measurements, such measurements shall be made and noted on the shop drawings before being submitted for approval.
- C. See Shop Drawing Schedule requirements in subparagraph 1.7

PCB23-47 ITB HYPOCHLORITE STORAGE TANKS

MANUFACTURER/SUPPLIER'S RESPONSIBILITY.

1.3 PRODUCT DATA

- A. Product data as specified in individual sections, include, but are not necessarily limited to, standard prepared data for manufactured products (sometimes referred to as catalog data), such as the manufacturer's product specification and installation instructions, availability of colors and patterns, MANUFACTURER'S printed statements of compliances and applicability, roughing-in diagrams and templates, catalog cuts, product photographs, standard wiring diagrams, printed performance curves and operational-range diagrams, production or quality control inspection and test reports and certifications, mill reports, product operating and maintenance instructions and recommended spare-parts listing storage instructions, and printed product warranties, as applicable to the work.

1.4 WORKING DRAWINGS

- A. When used in the Contract Documents, the term "working drawings" shall be considered to mean the MANUFACTURER/SUPPLIER's plans for temporary structures/bracing for such other work as may be required for construction but does not become an integral part of the Project.

1.5 SAMPLES

- A. The MANUFACTURER/SUPPLIER shall furnish, for the approval of the OWNER, samples required by the Contract Documents or requested by the OWNER. Samples shall be delivered to the OWNER as specified or requested and in quantities and sizes as specified. A minimum of two samples of each item shall be submitted unless otherwise specified. The MANUFACTURER/SUPPLIER shall pre-pay all shipping charges on samples. Materials or equipment for which samples are required shall not be used in work until approved by the OWNER.
- B. Samples specified in individual sections, include, but are not necessarily limited to, physical examples of the work such as sections of manufactured or fabricated work, small cuts or containers of materials, complete units of repetitively-used products, color/texture/pattern swatches and range sets, specimens for coordination of visual effect, graphic symbols, and units of work to be used by the OWNER or OWNER for independent inspection and testing, as applicable to the Work.
- C. The MANUFACTURER/SUPPLIER shall prepare a transmittal letter in triplicate for each shipment of samples. The MANUFACTURER/SUPPLIER shall enclose a copy of this letter with the shipment and send a copy of this letter to the OWNER. Approval of a sample shall be only for the characteristics or use named in such approval and shall not be construed to change or modify any Contract requirements.
- D. Approved samples not destroyed in testing shall be sent to the OWNER or stored at the site of the work. Materials and equipment incorporated in work shall match the approved samples. Samples which fail testing or are not approved will be returned to the MANUFACTURER/SUPPLIER at his expense, if so requested at time of submission.

PCB23-47 ITB HYPOCHLORITE STORAGE TANKS

1.6 SUBMITTAL REQUIREMENTS

- A. The MANUFACTURER/SUPPLIER shall review, approve, and submit, with reasonable promptness and in such sequence as shown on the Shop Drawing Submittal Schedule so as to cause no delay in the Contract Work or in the Work of the OWNER or any separate Manufacturer/Supplier, all shop drawings, product data, working drawings and samples required by the Contract Documents.
- B. The MANUFACTURER/SUPPLIER shall submit electronically one digital copy of the submittal in pdf version and four (4) printed copies of all shop drawings for the OWNER to review, of which the OWNER will retain two (2) sets.
- C. All submittals shall be made directly to the OWNER.
- D. Shop drawings, product data, working drawings and samples shall be furnished with the following information:
 - 1. Number and title of the drawing.
 - 2. Date of drawing or revision.
 - 3. Name of project building or facility.
 - 4. Name of Manufacturer/Supplier, sub-Manufacturer/Supplier, and manufacturer submitting drawing.
 - 5. Clear identification of contents, location of the work, and the sheet numbers and specification section where the product is found in the contract drawings.
 - 6. MANUFACTURER/SUPPLIER Certification Statement.
 - 7. Submittal Number.
 - 8. Contract Drawing Number Reference.
- E. In accordance with subparagraph 1.7 A, each shop drawing, working drawing, sample, and catalog data submitted by the MANUFACTURER/SUPPLIER shall have affixed to it the following Certification Statement, signed by the MANUFACTURER/SUPPLIER: "Certification Statement: By this submittal, I hereby represent that I have determined and verified all field measurements, field construction criteria, materials, dimensions, catalog numbers, and similar data and I have checked and coordinated each item with other applicable approved shop drawings and all MANUFACTURER/SUPPLIER requirements."
- F. All items specified are not necessarily intended to be a manufacturer's standard product. Variations from specified items will be considered on an "or equal" basis. If submittals show variations from Contract requirements because of standard shop practice or for other reasons, the MANUFACTURER/SUPPLIER shall describe such variations in his letter of transmittal and on the shop drawings along with notification of his intent to seek contract adjustment. If acceptable, proper adjustment in the Contract shall be implemented where appropriate. If the MANUFACTURER/SUPPLIER fails to describe such variations he shall not be relieved of the responsibility for executing the work in accordance with the Contract, even though such drawings have been reviewed. Variations submitted but not described may be cause for rejection. Any variations initiated by the MANUFACTURER/SUPPLIER will not be considered as an addition to the scope of work unless specifically noted and then approved as such in writing by the

PCB23-47 ITB HYPOCHLORITE STORAGE TANKS

OWNER.

- G. Data on materials and equipment shall include materials and equipment lists giving, for each item thereon, the name and location of the supplier or manufacturer, trade name, catalog reference, material, size, finish, and all other pertinent data.
- H. For all mechanical and electrical equipment furnished, the MANUFACTURER/SUPPLIER shall provide a list including the equipment name, and address and telephone number of the manufacturer's representative and service company so that service and/or spare parts can be readily obtained. In addition, a maintenance and lubrication schedule for each piece of equipment shall be submitted as specified in Section 01730.
- I. All MANUFACTURERS or equipment suppliers who propose to furnish equipment or products under Division 11 shall submit an installation list to the OWNER along with the required shop drawings. The installation list shall include all installations where identical equipment has been installed and has been in operation for a period of at least one (1) year.
- J. The MANUFACTURER/SUPPLIER shall use the color "green" to make his remarks on the Submittals. Only the OWNER will utilize the color "red" in marking submittals.
- K. Facsimiles or copies of facsimiles will not be accepted for review.

1.7 MANUFACTURER/SUPPLIER'S RESPONSIBILITY

- A. It is the duty of the MANUFACTURER/SUPPLIER to check, and coordinate with the work of all trades, all drawings, data, schedules and samples prepared by or for him before submitting them to the OWNER for review. Each and every drawing or data sheet shall bear MANUFACTURER/SUPPLIER's stamp showing that they have been so checked and approved. Drawings or data sheets shall bear the MANUFACTURER/SUPPLIER's stamp on the cover sheet. The cover sheet shall fully describe the packaged data and include a list of all sheet numbers within the package. Shop drawings submitted to the OWNER without the MANUFACTURER/SUPPLIER's stamp will be returned to the MANUFACTURER/SUPPLIER, without review at the OWNER's option, for conformance with this requirement.
- B. The MANUFACTURER/SUPPLIER shall review shop drawings, product data, and samples prior to submission to determine and verify the following:
 - 1. Field measurements.
 - 2. Field construction criteria.
 - 3. Manufacturer's catalog numbers and similar data.
 - 4. Conformance with Specifications.
- C. Shop drawings shall indicate any deviations in the submittal from the requirements of the Contract Documents.
- D. At a time decided upon at the preconstruction meeting the MANUFACTURER/SUPPLIER shall furnish the OWNER a Shop Drawing

PCB23-47 ITB HYPOCHLORITE STORAGE TANKS

schedule fixing the respective dates for the initial submission of shop and working drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment. This schedule shall be provided as a separate entity and indicate those submittals that are critical to the progress schedule. The MANUFACTURER/SUPPLIER shall prepare and transmit each submittal sufficiently in advance of performing the related work or other applicable activities, or within the time specified in the individual work sections of the Specifications, so that the installation will not be delayed by processing times including disapproval and resubmittal (if required), coordination with other submittals, testing, purchasing, fabrication, delivery, and similar sequenced activities. No extension of time will be authorized because of the MANUFACTURER/SUPPLIER's failure to transmit complete and acceptable submittals sufficiently in advance of the Work.

- E. The MANUFACTURER/SUPPLIER shall not begin any work affected by a submittal returned not approved. Before starting this work all revisions must be corrected by the MANUFACTURER/SUPPLIER. After resubmittal they will be reviewed and returned to him by the OWNER. If approved or approved as noted, then the MANUFACTURER/SUPPLIER may begin this work. Any corrections made to the shop drawings are to be followed without exception.
- F. The MANUFACTURER/SUPPLIER shall submit to the OWNER all shop drawings and data sufficiently in advance of construction requirements to provide no less than **five (5)** calendar days for review from the time the OWNER receives them
- G. The MANUFACTURER/SUPPLIER shall be responsible for and bear all cost of damages which may result from the ordering of any material or from proceeding with any part of work prior to the review and approval by OWNER of the necessary shop drawings.
- H. All shop drawings, product data, working drawings and samples submitted by sub-Manufacturer/Suppliers for approval shall be sent directly to the MANUFACTURER/SUPPLIER for checking. The MANUFACTURER/SUPPLIER shall be responsible for their submission according to the approved shop drawing schedule so as to prevent delays in delivery of materials and project completion.
- I. The MANUFACTURER/SUPPLIER shall check all sub-Manufacturer/Supplier's shop drawings, product data, working drawings and samples regarding measurements, size of members, materials, and details to satisfy himself that they are in conformance to the Contract Documents. Shop drawings found to be inaccurate or otherwise in error shall be returned to the sub-Manufacturer/Suppliers for correction before submission to the OWNER.
- J. Requests for Information (RFI) shall be submitted on a standard form provided by the OWNER. RFIs shall indicate their importance to the timely completion of the project. RFIs will be processed as a shop drawing unless there is an urgent need for immediate response.

1.8 OWNER'S REVIEW OF SHOP DRAWINGS, PRODUCT DATA, WORKING DRAWINGS AND SAMPLES

PCB23-47 ITB HYPOCHLORITE STORAGE TANKS

- A. The OWNER's review is for general conformance with the design concept and contract drawings. Markings or comments shall not be construed as relieving the MANUFACTURER/SUPPLIER from compliance with the contract plans and specifications or from departures therefrom. The MANUFACTURER/SUPPLIER remains responsible for details and accuracy, for coordinating the work with all other associated work and trades, for selecting fabrication processes, for techniques of assembly, and for performing work in a safe manner.
- B. The review of shop drawings, data, and samples will be general. They shall not be construed:
1. As permitting any departure from the Contract requirements;
 2. As relieving the MANUFACTURER/SUPPLIER of responsibility for any errors, including details, dimensions, and materials;
 3. As approving departures from details furnished by the OWNER, except as otherwise provided herein.
- C. If the shop drawings, data or samples as submitted describe variations per subparagraph (1.6F), and show a departure from the Contract requirements which OWNER finds to be in the interest of the OWNER and to be so minor as not to involve a change in Contract Price or time for performance, the OWNER may return the reviewed drawings without noting an exception.
- D. Submittals will be returned to the MANUFACTURER/SUPPLIER under one of the following:

"APPROVED" is assigned when there are no notations or comments on the submittal. When returned under this code the MANUFACTURER/SUPPLIER may release the equipment and/or material for manufacture.

"FURNISH AS CORRECTED" is assigned when notations or comments have been made on the submittal pointing out minor discrepancies as compared with the Contract Documents. Re-submittal is not necessary prior to release for manufacturing.

"REVISE & RESUBMIT." This combination of codes is assigned when the submittal is in noncompliance with the Contract Documents and must be corrected and the entire package resubmitted. This code generally means that the equipment or material cannot be released for manufacture unless the MANUFACTURER/SUPPLIER takes full responsibility for providing the submitted items in accordance with Contract Documents.

"REJECTED" is assigned when the submittal does not meet the intent of the Contract Documents. The MANUFACTURER/SUPPLIER must resubmit the entire package revised to bring the submittal into conformance. It may be necessary to resubmit using a different manufacturer/vendor to meet the Contract Documents.

"SUBMIT SPECIFIC ITEM" is assigned when a specific item was left out. The MANUFACTURER/SUPPLIER must turn in a submittal on that item to bring the entire package into conformance. The entire package does not have to be resubmitted.

PCB23-47 ITB HYPOCHLORITE STORAGE TANKS

- E. Re-submittals will be handled in the same manner as first submittals. On re-submittals the MANUFACTURER/SUPPLIER shall direct specific attention, in writing on the letter of transmittal and on resubmitted shop drawings by use of revision triangles or other similar methods, to revisions other than the corrections requested by the OWNER on previous submissions. Any such revisions which are not clearly identified shall be made at the risk of the MANUFACTURER/SUPPLIER. The MANUFACTURER/SUPPLIER shall make corrections to any work done because of this type revision that is not in accordance to the Contract Documents as may be required by the OWNER.
 - F. If the MANUFACTURER/SUPPLIER considers any correction indicated on the shop drawings to constitute a change to the Contract Documents, the MANUFACTURER/SUPPLIER shall give written notice thereof to the OWNER at least seven (7) working days prior to release for manufacture.
 - G. The OWNER will review a submittal a maximum of two (2) times after which cost of review will be borne by the MANUFACTURER/SUPPLIER.
 - H. When the shop drawings have been completed to the satisfaction of the OWNER, the MANUFACTURER/SUPPLIER shall carry out the construction in accordance therewith and shall make no further changes therein except upon written instructions from the OWNER.
 - I. Partial submittals may not be reviewed. The OWNER will be the only judge as to the completeness of a submittal. Submittals not complete will be returned to the MANUFACTURER/SUPPLIER, and will be considered "Rejected" until resubmitted. The OWNER may at his option provide a list or mark the submittal directing the MANUFACTURER/SUPPLIER to the areas that are incomplete.
- 1.9 FINAL COMBINED SUBMITTAL OF DIGITAL VERSION OF SHOP DRAWING SUBMITTALS
- A. At the completion of the project, a digital version of all shop drawing submittals and review forms in pdf format shall be compiled and provided to the OWNER as an appendix to the Operation and Maintenance Manual as required in Section 01730 - Operation and Maintenance Data. Should no component of the construction necessitate an Operation and Maintenance Manual, the compendium of submittals in digital form shall be submitted as a final shop drawing submittal for review by the OWNER.

PART 2 – PRODUCTS
(Not Applicable)

PART 3 – EXECUTION
(Not Applicable)

END OF SECTION 01300

PCB23-47 ITB HYPOCHLORITE STORAGE TANKS

SECTION 01625 - START-UP

PART 1 - GENERAL

1.1 GENERAL

- A. Following installation by others within 60 calendar days of delivery, start-up shall be completed as specified herein.
- C. At the MANUFACTURER/SUPPLIER'S expense, all equipment shall be tested and approved by the OWNER prior to placing the facilities into operation.

PART 2 - MATERIALS (Not Applicable)

PART 3 - EXECUTION

3.1 PRELIMINARY MATTERS

- A. General Requirements:
 - 1. Successfully execute the step-by-step procedure of start-up and performance demonstration specified hereinafter.
 - 2. The start-up and performance demonstration shall be successfully executed prior to acceptance by the OWNER of the project and its related systems.
 - 3. Field acceptance tests shall be witnessed by the OWNER. At least 10 calendar days prior to scheduled testing, MANUFACTURER/SUPPLIER shall submit details of all test procedures to the OWNER for review.
 - 4. All performance tests and inspections shall be scheduled at least 10 working days in advance or as otherwise specified with the OWNER. All performance tests and inspections shall be conducted during the normal work week of Monday through Friday, unless otherwise specified.
 - 5. The MANUFACTURER/SUPPLIER shall be fully responsible for the proper operation of equipment during tests and instruction periods and shall neither have nor make any claim for damage which may occur to equipment prior to the time when the OWNER takes over the operation thereof.
- B. Preparation for Start-Up: (NOT USED)

3.2 FIELD TESTS

- A. Field tests shall be made to confirm compliance with the CONTRACT and to establish compliance with the technical provision. All necessary tests required to confirm normal and emergency operation shall be performed. The test shall be performed by the MANUFACTURER/SUPPLIER as herein specified and at his cost.
- B. Any defects noted in the field testing program shall be corrected immediately at the MANUFACTURER/SUPPLIER's cost. Such defects shall include all

PCB23-47 ITB HYPOCHLORITE STORAGE TANKS

structural and mechanical components/systems required for a complete and operable screening system.

END OF SECTION 01625

PCB23-47 ITB HYPOCHLORITE STORAGE TANKS

SECTION 01730 - OPERATING AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

- A. The MANUFACTURER/SUPPLIER shall compile product data and related information appropriate for OWNER'S maintenance and operation of products furnished under Contract.
 - 1. Prepare operating and maintenance data as specified in this Section and as referenced in other pertinent sections of Specifications.
- B. Instruct OWNER'S personnel in maintenance of products and in operation of equipment and systems.
- C. The MANUFACTURER/SUPPLIER shall submit the final documents after review and approval of the OWNER in electronic format as specified in Section 01300.

1.2 QUALITY ASSURANCE

Preparation of data shall be done by personnel:

- 1. Trained and experienced in maintenance and operation of described products.
- 2. Familiar with requirements of this Section.
- 3. Skilled and technical writer to the extent required to communicate essential data.
- 4. Skilled as draftsman competent to prepare required drawings.

1.3 FORM OF SUBMITTALS

- A. Prepare data in form of an instructional manual for use by OWNER'S personnel.
- B. Provide manuals in both printed format and searchable digital format (pdf) on CD.
 - 1. Printed Copy Requirements:
 - a. Size: 8-1/2 inches x 11-inches.
 - b. Paper: 20 pound minimum white, for typed pages.
 - c. Text: MANUFACTURER/SUPPLIER'S printed data, or neatly printed.
 - d. Drawings:
 - 1. Provide reinforced punched binder tabs, bind in with text.
 - 2. Reduce larger drawings and fold to size of text pages but not larger than 14-inches x 17-inches.
 - e. Provide fly-leaf for each separate product, or each piece of operating equipment.
 - f. Provide typed description of product, and major component parts of equipment.

PCB23-47 ITB HYPOCHLORITE STORAGE TANKS

- g. Provide indexed tabs.
- h. Cover: identify each volume with typed or printed title "OPERATING & MAINTENANCE INSTRUCTIONS." List:
 - 1. Title of Project
 - 2. Identity of separate structure as applicable.
 - 3. Identity of general subject matter covered in the manual.
- i. Binders
- j. Commercial quality three-post binders with durable and cleanable plastic covers.
- k. Maximum post width: expendability 3 to 5 inches.
- l. When multiple binders are used, correlate the data into related consistent groupings.

2. Digital Copy Requirements

- a. Provide three (3) complete copies of the printed manual in searchable pdf format on CD.

1.4 CONTENT OF MANUAL

- A. Neatly printed table of contents for each volume, arranged in systematic order.
 - 1. MANUFACTURER/SUPPLIER, name of responsible principal, address and telephone number.
 - 2. A list of each product required to be included, indexed to content of the volume.
 - 3. List, with each product, name, address and telephone number of:
 - a. Sub-manufacturer/supplier or installer.
 - b. Maintenance manufacturer/supplier, as appropriate.
 - c. Identify area of responsibility of each.
 - d. Local source of supply for parts and replacement.
 - 4. Identify each product by product name and other identifying symbols as set forth in Contract Documents.
- B. Product Data:
 - 1. Include only those sheets which are pertinent to the specific product.
 - 2. Annotate each sheet to:
 - a. Clearly identify specific product or part installed.
 - b. Clearly identify data applicable to installation.
 - c. Delete references to inapplicable information.
- C. Drawings:
 - 1. Supplement product data with drawings as necessary to clearly illustrate:
 - a. Relations of component parts of equipment and systems.
 - b. Control and flow diagrams.
 - 2. Coordinate drawings with information in Project Record Documents to assure correct illustration of completed installation.
 - 3. Do not use Project Record Documents as maintenance drawings.
- D. Written text, as required to supplement product data for the particular installation:
 - 1. Organize in consistent format under separate headings for different procedures.
 - 2. Provide logical sequence of instructions of each procedure.

PCB23-47 ITB HYPOCHLORITE STORAGE TANKS

- E. Copy of each warranty, bond and service contract issued.
 - 1. Provide information sheet for OWNER'S personnel, give:
 - a. Proper procedures in event of failure.
 - b. Instances which might affect validity of warranties or bonds.

1.5 MANUAL FOR EQUIPMENT AND SYSTEMS

- A. Submit one of complete manual in final form in Adobe pdf format.
- B. Content, for each unit of equipment and system, as appropriate:
 - 1. Description of unit and component parts.
 - a. Function, normal operating characteristics, and limiting conditions.
 - b. Performance curves, Operating data and tests.
 - c. Complete nomenclature and commercial number of replaceable parts.
 - 2. Operating procedures:
 - a. Start-up, break-in, routine and normal operating instructions.
 - b. Regulation, control, stopping, shutdown and emergency instructions.
 - c. Summer and winter operating instructions.
 - d. Special operating instructions.
 - 3. Maintenance Procedures:
 - a. Routine operations.
 - b. Guide to "troubleshooting."
 - c. Disassembly, repair and reassembly.
 - d. Alignment, adjusting and checking.
 - 4. Servicing and lubrication schedule.
 - a. List of lubricants required.
 - 5. MANUFACTURER/SUPPLIER'S printed operating and maintenance instructions.
 - 6. Description of sequence of operation by control MANUFACTURER/SUPPLIER.
 - 7. Original MANUFACTURER/SUPPLIER'S parts list, illustrations, assembly drawings and diagrams required for maintenance.
 - a. Predicted life of parts subject to wear.
 - b. Items recommended to be stocked as spare parts.
 - 8. As-installed control diagrams by controls MANUFACTURER/SUPPLIER.
 - 9. Each manufacturer/supplier's coordination drawings.
 - a. As-installed color coded piping diagrams.
 - 10. Charts of valve tag numbers, with location and function of each valve.
 - 11. List of original MANUFACTURER/SUPPLIER'S spare parts, MANUFACTURER/SUPPLIER'S current prices, and recommended quantities to be maintained in storage.
 - 12. Other data as required under pertinent sections of Specifications.
- C. Content, for each electric and electronic system, as appropriate:
 - 1. Description of system and component parts.
 - a. Function, normal operating characteristics, and limiting conditions.
 - b. Performance curves, operating data and tests.
 - c. Complete nomenclature and commercial number of replaceable parts.

PCB23-47 ITB HYPOCHLORITE STORAGE TANKS

2. Circuit directories of panelboards.
 - a. Electrical service.
 - b. Controls.
 - c. Communications.
 3. As-installed color coded wiring diagrams.
 4. Operating procedures:
 - a. Routine and normal operating instructions.
 - b. Sequences required.
 - c. Special operating instructions.
 5. Maintenance procedures:
 - a. Routine operations.
 - b. Guide to "troubleshooting."
 - c. Disassembly, repair and reassembly.
 - d. Adjustment and checking.
 6. MANUFACTURER/SUPPLIER'S printed operating and maintenance instructions.
 7. List of original MANUFACTURER/SUPPLIER'S spare parts, MANUFACTURER/SUPPLIER'S current prices, and recommended quantities to be maintained in storage.
 8. Other data as required under pertinent sections of specifications.
- D. Prepare and include additional data when the need for such data becomes apparent during instruction of OWNER'S personnel.
- E. Additional requirements for operating and maintenance data: Respective sections of Specifications.
- F. The acceptance of the Operation and Maintenance (O&M) Manual will also require successful completion of the attached O&M review checklist.

1.6 SUBMITTAL SCHEDULE

- A. Submit three (3) copies of preliminary draft of proposed formats and outlines of contents of Operation and Maintenance Manuals within 60 days after the date of the Agreement.
 1. The OWNER will review the preliminary draft and return one copy with comments.
- B. The MANUFACTURER/SUPPLIER shall submit operating and maintenance data within 30 days of shop drawing approval for each piece of equipment. No later than 300 days following the OWNER'S approval of the last shop drawing for material to be included in the Operation and Maintenance Data Manuals, submit three (3) bound volumes of all completed data for review. One (1) copy will be returned with comments to be incorporated into final copies.
- C. Submit specified number of copies of approved data in final form directly to the offices of the OWNER, within 14 calendar days of product shipment to the project site and preferably within 14 days after the reviewed copy is received. Final approved copies shall be delivered to the OWNER prior to OWNER'S personnel instruction, start-up and acceptance by the OWNER.
- D. Submit five (5) copies of addendum to the Operating and Maintenance Manual

PCB23-47 ITB HYPOCHLORITE STORAGE TANKS

as applicable and certificates within 30 days after start-up test and acceptance test.

1.7 INSTRUCTION OF OWNER'S PERSONNEL

- A. Prior to final inspection, start-up or acceptance, fully instruct OWNER'S designated operating and maintenance personnel in operation, adjustment and maintenance of products, equipment and systems, at agreed upon times. The MANUFACTURER/SUPPLIER shall have instructions video taped while they are being given to OWNER's personnel. Videotaping shall be performed by a person or organization experienced in the production of tapes and shall include the entire instruction session(s) and all questions and answers. Two (2) copies of all instructional tapes shall become the property of the OWNER.
- B. Operating and maintenance manual shall constitute the basis of instruction.
 - 1. Review contents of manual with personnel in full detail to explain all aspects of operation and maintenance.
- C. Two weeks prior to the schedule vendor's training, a detailed lesson plan shall be submitted to the OWNER for approval which is representative of the material to be covered during the training period.
- D. The acceptance of the manufacturer/supplier's training will be in accordance with the successful completion of the attached MANUFACTURER/SUPPLIER'S Training Summary Report. This checklist will be completed by the OWNER and OWNER at the completion of each vendor training session.

PART 2 – PRODUCTS
(Not Applicable)

PART 3 – EXECUTION
(Not Applicable)

END OF SECTION 01730

PCB23-47 ITB HYPOCHLORITE STORAGE TANKS

SECTION 01740 - WARRANTIES AND BONDS

PART 1 - GENERAL

1.1 SCOPE OF WORK

- A. This Section specifies general administrative and procedural requirements for warranties and bonds required by the Contract Documents, including MANUFACTURER/SUPPLIER'S standard warranties on products and special warranties.

1.2 RELATED REQUIREMENTS

- A. The Contract Documents include, but are not limited to, the following related requirements:
 - 1. Refer to Conditions of the Contract for the general requirements relating to warranties and bonds.
 - 3. Specific requirements for warranties for the Work and products and installations that are specified to be warranted are included in the individual Sections of Division 11.

1.3 SUBMITTALS

- A. Submit written warranties to the OWNER for review prior to the date fixed for delivery.
- B. Refer to individual Sections of Division 11 for specific content requirements, and particular requirements for submittal of special warranties.

1.4 WARRANTY REQUIREMENT

- A. **Related Damages and Losses:** When correcting warranted Work that has failed, remove and replace other Work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted Work.
- B. **Reinstatement of Warranty:** When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
- C. **OWNER's Recourse:** Written warranties made to the OWNER are in addition to implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the OWNER can enforce such other duties, obligations, rights, or remedies.
- D. **Rejection of Warranties:** The OWNER reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents.

PCB23-47 ITB HYPOCHLORITE STORAGE TANKS

1.5 FORM OF SUBMITTALS

- A. Prepare in duplicate packets.
- B. Format: Adobe pdf

1.6 DEFINITIONS

- A. Standard Product Warranties are preprinted written warranties published by individual MANUFACTURER/SUPPLIERS for particular products and are specifically endorsed by the MANUFACTURER/SUPPLIER to the OWNER.
- B. Special Warranties are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the OWNER.

PART 2 - PRODUCTS
(Not Applicable)

PART 3 - EXECUTION
(Not Applicable)

END OF SECTION 01740

PCB23-47 ITB HYPOCHLORITE STORAGE TANKS

SECTION 11200 – HYPOCHLORITE CHEMICAL STORAGE TANKS

PART 1 - GENERAL

1.1 SCOPE OF WORK

- A. The MANUFACTURER/SUPPLIER shall furnish all labor, materials, equipment and incidentals required to furnish and test, complete and ready for operation, two (2) minimum 10,000 gallon polyethylene upright storage tanks as specified herein and as shown on the shop drawings (Attachment "A")..
- B. The installation of the tanks shall be done by City forces. The tanks shall be designed to fit within the existing secondary containment basins with the necessary manway, threaded bulkhead fittings, tie-down lugs with cabling designed to meet 150 mph wind loading, sight gauges, flanged fittings, flexible pipe connector and drainage fittings.
- C. Connections and anchoring systems shall match the locations indicated in the construction drawings in Appendix "A" unless modified in the shop drawing process.

1.2 RELATED WORK (REQUIREMENTS)

- A. The following is a partial list of, but not necessarily exclusive of other sections of the specifications that are applicable to the specified equipment or structure described herein that are referred to for reference and are not included in this Section. There are other sections of these specifications that are also applicable and the MANUFACTURER/SUPPLIER is advised to review these Sections and adhere to the requirements specified therein.

1.3 DESCRIPTION OF SYSTEMS

- A. The chemical storage tanks shall be as follows:

Number of Units:	2-New
Type:	HDPE flat bottom vertical tank (single wall)
Capacity:	10,000 gallons minimum, 10,500 gallons (Snyder Industries, Inc.) 10,150 gallons (PolyProcessing Company)
Equipment Mfg.:	Snyder Industries, Inc., Lincoln, Nebraska or PolyProcessing Company, Monroe, Louisiana represented by Heyward Incorporated, Winter Park, Florida
Model No.:	533095--L (Snyder Industries, Inc.)/101150 IMFO Tank (PolyProcessing Co.)

PCB23-47 ITB HYPOCHLORITE STORAGE TANKS

Equipment Location: Hypochlorite chemical feed storage basin

1.4 QUALIFICATIONS

- A. All of the equipment specified herein shall be furnished by a single MANUFACTURER/SUPPLIER who regularly engages in the production of this type of equipment who is fully experienced, reputable and qualified in the manufacture of the equipment to be furnished. Each component and auxiliary equipment item furnished under this specification shall be new and unused, of the type, size, design, and efficiency installed on previous projects and the product of a MANUFACTURER/SUPPLIER having a successful record of operation, manufacturing and servicing the equipment for a minimum of five (5) years prior to bid date. MANUFACTURER/SUPPLIER shall have at least ten (10) units installed. Supply OWNER with previous installation details.
- B. The equipment MANUFACTURER/SUPPLIER who does not have the experience, shall provide unconditional extended warranty on the screen. The MANUFACTURER/SUPPLIER's warranty period shall be for three (3) years after the final acceptance of the equipment by the OWNER and shall meet all the requirements of Section 01740 and Section 1.8 of this specification. The equipment MANUFACTURER/SUPPLIER shall guarantee that the equipment furnished is suitable for the purpose intended and free from defects of design, material and workmanship. In the event the equipment fails to perform as specified, the equipment MANUFACTURER/SUPPLIER shall promptly repair or replace the defective equipment without any cost to the OWNER (including handling, shipment and installation costs).

1.5 APPLICABLE DOCUMENTS

- A. ASTM (American Society of Testing and Materials) Standards:

- D618 Conditioning Plastics and Electrical Insulating Materials for Testing
- D638 Tensile Properties of Plastics
- D790 Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials
- D883 Definitions of Terms Relating to Plastics
- D1595 Density of Plastics by the Density-Gradient Technique
- D1525 Test Method for Vicat Softening Temperature of Plastics
- D1693 Test Method for Environmental Stress-Cracking of Ethylene Plastics
- D1998 Standard Specification for Polyethylene Upright Storage Tanks
- D2765 Degree of Crosslinking in Crosslinked Ethylene Plastics as Determined by Solvent Extraction
- D2837 Method for Obtaining Hydrostatic Design Basis for Thermoplastic Pipe Materials
- D3892 Practice for Packaging/Packing of Plastics
- F412 Definitions of Terms Relating to Plastic Piping Systems

- B. OSHA Standards

- 29 CFR 1910.106 Occupational Safety and Health Administration, Flammable and Combustible Liquids

PCB23-47 ITB HYPOCHLORITE STORAGE TANKS

1.6 SUBMITTALS

- A. Copies of all material required to establish compliance with the Specifications shall be submitted in accordance with the provisions of the General Conditions and Section 1300 - Submittals. Submittals shall include at least the following:
 - 1. Certified shop and erection drawings showing all important details of construction, dimensions and anchor bolt locations.
 - 2. Descriptive literature, bulletins, and/or catalogs of the equipment.
 - 3. The total weight of the equipment including the weight of the single heaviest item.
 - 4. A complete total bill of materials of all equipment.
 - 5. A list of MANUFACTURER/SUPPLIER's recommended spare parts with the MANUFACTURER/SUPPLIER's current price for each item.
 - 6. A dimensional drawing showing the layout of the tank and shall be furnished. The layout shall indicate every device mounted on the door with complete identification.
 - 7. Operation and maintenance instructions.
- B. In the event that it is impossible to conform with certain details of the Specifications due to different manufacturing techniques, describe all non-conforming aspects.

1.7 OPERATING INSTRUCTIONS

- A. Operating and maintenance manuals shall be furnished. The manuals shall be prepared specifically for this installation and shall include all required equipment cuts, drawings, equipment lists, descriptions, etc. that are required to instruct operation and maintenance personnel unfamiliar with such equipment. The number and special requirements shall be as specified in Section 01730.

1.8 TOOLS AND SPARE PARTS

- A. Special tools, if required for normal operation and maintenance, shall be furnished with the equipment by the MANUFACTURER/SUPPLIER. All such tools shall be furnished in a suitable steel tool chest complete with lock and duplicate keys.
- B. Spare parts shall be properly bound and labeled for easy identification without opening the packaging and suitably protected for long-term storage.

1.9 PRODUCT HANDLING

- A. All parts shall be properly protected so that no damage or deterioration shall occur during a prolonged delay from the time of shipment until installation is completed and the units and equipment are ready for operation.
- B. All equipment and parts must be properly protected against any damage during a prolonged period at the site.

PCB23-47 ITB HYPOCHLORITE STORAGE TANKS

- C. Each box or package shall be properly marked to show its net weight in addition to its contents.
- D. Factory assembled parts and components shall not be dismantled for shipment unless permission is received in writing from the OWNER.
- E. Finished iron or steel surfaces not required to be painted, such as flange faces, shall be properly protected to prevent rust, corrosion, and damage.
- F. Finished surfaces of all exposed openings shall be protected by wooden planks, strongly built and securely bolted thereto.

1.10 WARRANTY

- A. All tanks and accessories supplied under this section shall be warranted for a period of three full years complete replacement (Base Bid) and five (5) years (1st and 2nd year 100%, 3rd year 70%, 4th year 50% and 5th year 30%) (Alternate Bid) years from the date of acceptance by OWNER.
- B. **The equipment shall be warranted on a pro-rated basis to be free from defects in workmanship, design, materials and application in a high UV and corrosive environment.**

1.11 PATENTS AND LICENSES

- A. The MANUFACTURER/SUPPLIER shall be responsible for all patents or licenses that exist on the equipment that may be provided.
- B. The MANUFACTURER/SUPPLIER shall assume all costs of patent fees or licenses for the equipment or process; and shall safeguard and save harmless the OWNER/OWNER from all damages, judgments, claims and expenses arising from license fees, or claimed infringement of any letters, patent or patent rights, or fees for the use of any equipment or process structural feature or arrangement of any of the component parts of the installation; and the price bid shall be deemed to include payment of all such patent fees, licenses or other costs pertaining thereto.

PART 2 - PRODUCTS

2.1 POLYETHYLENE STORAGE TANKS

- A. Design

Tank Diameter: 142 inches (Snyder Industries)/143 inches (PolyProcessing)

Tank Height: 168.75 inches (Snyder Industries)/ 167 inches (PolyProcessing)

Tank Volume: 10,500 gallons (Snyder Industries)/10,150 gallons (PolyProcessing)

Material to be Stored: Sodium Hypochlorite (≤16.5% solution)

PCB23-47 ITB HYPOCHLORITE STORAGE TANKS

Fittings shall be as indicated in the drawing in Appendix "A" and shall include but not be limited to:

- (2) 2-inch threaded bulkhead fittings on top.
- (1) 2-inch bottom flanged fitting with encapsulated bolts
- (1) 4-inch "U" vent on top of tank
- (1) 2-inch drainage
- (1) 1-inch sight gauge assembly
- (1) 18-inch Threaded/vented manway
- (1) 2-inch flexible tank connection

B. Materials

All polyethylene resin material shall contain a minimum of a U.V. 8 stabilizer as compounded by the resin manufacturer. HDLPE Resin opaque white in color for full opacity. All materials shall be compatible with storing 16.5% sodium hypochlorite at ambient temperatures.

B. Design Basis

The minimum required wall thickness of the tank at any fluid level shall be no less than 0.187 inches thick. The hydrostatic design stress shall be de-rated for service above 100 degrees F. The standard design specific gravity shall be 1.9.

The minimum required wall thickness for the cylinder straight shell must be sufficient to supports its own weight in an upright position without any external support. Flat areas shall be provided to allow locating large fittings on the cylinder straight shell.

The top head must be integrally molded with the cylinder shell. The minimum thickness of the top head shall be equal to the top of the straight wall. The top head of the tanks shall be designed to provide a minimum of 1300 square inches of flat area for fitting locations.

The tank shall be designed to provide a minimum of 4 tie-down lugs integrally molded into the top head. The lifting lugs shall be designed to allow tank retention with a wind load from 150 mph winds.

C. Dimensions and Tolerances

All dimensions will be taken with the tank in the vertical position, unfilled. Tank dimensions will represent the exterior measurements. The tolerance for the outside diameter, including out of roundness shall be per ASTM D1998. The tolerance for fitting placements shall be +/- 0.5 inches in elevation and 2 degrees radial at ambient temperatures.

D. Test Methods

1.1 Test specimens shall be taken from fitting location areas or piggy-back

PCB23-47 ITB HYPOCHLORITE STORAGE TANKS

test molds.

1.2 Low Temperature Impact Test

1.2.1 Test specimens should be conditioned at -40 degrees Fahrenheit for a minimum of 2 hours.

1.2.2 The test specimens shall be impacted in accordance with the standard testing methods as found in ASTM D1998. Test specimens < 1/2" thickness shall be tested at 100 ft.-lb. Test specimens > 1/2" thickness shall be tested at 200 ft.-lb.

1.3 Ultrasonic Tank Thickness Test

1.3.1 All tanks 2000 gallons or larger shall be measured for tank wall thickness at 6", 1ft., 2ft. and 3ft. on the tank sidewall height at 0° and 180° around the tank circumference with 0° being the tank manway and going counterclockwise per ANSI standard drafting specifications. A copy of this test report can be ordered when placing the original tank order. All tanks shall meet design thickness requirements and tolerances.

E. Workmanship

The finished tank wall shall be free as commercially practicable of visual defects such as foreign inclusions, air bubbles, pinholes, pimples, crazing, cracking and delaminations that will impair the serviceability of the vessel.

All cut edges where openings are cut into the tanks shall be trimmed smooth.

F. Tank Fittings

1.1 Threaded Bulkhead Fittings

The bulkhead fittings shall be constructed of PVC. Gaskets shall be a minimum of 1/4" thickness and constructed of 60-70 durometer Viton.

1.2 Flange Fittings

The bolted double flange fitting shall be constructed with 2 ea. 150 lb. flanges, 2 ea. 150 lb. flange gaskets, and the correct number and size of all-thread bolts for the flange specified by the flange manufacturer. The flanges shall be constructed of PVC Type I, Grade I. Gaskets shall be a minimum of 1/4" thickness and constructed of 60-70 durometer Viton⁺. There shall be a minimum of 4 ea. full thread bolts. The bolts will have bolt heads encapsulated in Type II polyethylene material. The encapsulated bolt shall be designed to prevent metal exposure to the liquid in the tank and prevent bolt rotation during installation. The polyethylene encapsulation shall fully cover the bolt head and a minimum of 1/4" of the threads closest to the bolt head. The polyethylene shall be color coded to distinguish bolt material (green - Titanium). Each encapsulated bolt shall have a gasket to provide a sealing surface against the inner flange.

G. Tank Attachments

PCB23-47 ITB HYPOCHLORITE STORAGE TANKS

1.1 Sight Level Gauge

The sight level gage shall be constructed of flexible PE tubing to allow for tank contraction and expansion due to loading and temperature changes. The level gage shall be connected to the tank with 2 Ea. appropriate 3/4" fittings as described in section 10. Each fitting can have valves installed for isolation or drainage purposes.

1.2 Manway

Manway shall be 18 inches in diameter, vented and sealed.

1.3 U-vent

Each tank shall be properly vented for the type of material and flowrates expected. Vents shall comply with OSHA 1910.106(F)(iii)(2)(IV)(9) normal venting for atmospheric tanks and constructed of PVC.

1.4 Insulation (ADDITIVE ALTERNATE)

Each tank shall be covered with a minimum of 1-inch nominal thickness of insulation with white mastic coating.

1.6 Tie Down Systems

Tie down system shall be designed to utilize the existing anchoring points and capable of withstanding a 150 mph wind load. All system components shall be fabricated from 304 stainless steel.

1.6 Labeling

Each tank shall be stenciled with "SODIUM HYPOCHLORITE" in high contrast color and a letters a minimum of 6 inches high.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Installation of the screening equipment shall be in strict accordance with the MANUFACTURER/SUPPLIER's instructions and recommendations in the location shown on the Drawings.
- B. In addition to the normal Installation, Operation and Maintenance manuals required by contract, a spare manual shall be shipped with the unit in order to allow for proper operation of equipment prior to release of all final Installation, Operation and Maintenance Manuals to the end user.

3.2 INSPECTION AND TESTING

PCB23-47 ITB HYPOCHLORITE STORAGE TANKS

- A. The MANUFACTURER/SUPPLIER of the tanks shall provide factory service, including one trip of 4-hour day (excluding the travel time) at the site for installation inspection, tank test filling for leak verification and operator training.
- B. The equipment shall be factory tested and inspected prior to shipment to insure no leakage and adjustment of all parts.
- C. Working under the direction of the MANUFACTURER/SUPPLIER, perform field tests on each tank as follows:
 - 1. The tanks shall be hydrostatically tested. The hydrostatic water test shall consist of filling the tank to brim full capacity for a minimum of four hours and conducting a visual inspection for leaks. Any leaks at the tank connections shall be repaired at the manufacturers expense. Any leaks on the connecting piping.
 - 2. In the event the tanks to meet the above tests, the necessary changes shall be made at the MANUFACTURER/SUPPLIER's expense and the tank retested. If the tanks remain unable to meet the test requirements to the satisfaction of the OWNER, they shall be removed and replaced with satisfactory tanks at the MANUFACTURER/SUPPLIER's expense.

END OF SECTION 11200

PCB23-47 ITB HYPOCHLORITE STORAGE TANKS

BID PROPOSAL FORM

TO: City of Panama City Beach, Florida

SUBMITTED: _____, 20__.

PCB23-47 ITB HYPOCHLORITE STORAGE TANKS

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

The Bidder proposes and agrees, if this proposal is accepted, to contract with the **City of Panama City Beach** for the firm, fixed unit prices as listed as specified in **PCB23-47 HYPOCHLORITE STORAGE TANKS** bid specifications.

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

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price Each</u>	<u>Total</u>
1	10,000 Gallon Hypochlorite Storage Tank	2	\$	\$
TOTAL BASE BID				

Alternative Bid Form – Vendor to fill in Make/Model of Compatible Product

<u>Item No.</u>	<u>Description</u>	<u>Make/Model</u>	<u>Unit Price Each</u>
1A			\$

NOTE:

- BIDS shall be valid for a period of 60 days from the date of bid opening.
- BIDS shall exclude Florida sales tax. All other applicable taxes and fees shall be included.
- All prices are to be quoted FOB DESTINATION – FREIGHT AND DELIVERY INCLUDED. Delivery shall be FOB: City of Panama City Beach, Wastewater Treatment Facility 1, 206 N. Gulf Blvd., Panama City Beach, FL 32413
- The City reserves the right to reject any and all bids received.
- The Terms and Conditions Section set forth in this solicitation are hereby incorporated into this Bid Proposal. In the event of a conflict between those Terms and Conditions and this Bid Proposal, the more specific requirements of this Bid Proposal shall control.

PCB23-47 ITB HYPOCHLORITE STORAGE TANKS

By submission of this BID, Bidder certifies that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any other competitor.

BIDDER:

Name of Business

Name of Bidder

Address

Phone Number

Email Address

Signature of Authorized Representative

Title of Authorized Representative

Date

[END OF BID PROPOSAL FORM]

CONFLICT OF INTEREST STATEMENT

Check one:

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

or

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

LITIGATION STATEMENT

Check one:

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

or

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

COMPANY: _____

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

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

DRUG FREE WORKPLACE

STATEMENT UNDER SECTION 287.287 FLORIDA STATUTES,
ON PREFERENCE TO BUSINESSES WITH DRUG-FREE
WORKPLACE PROGRAMS

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

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

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

NAME OF COMPANY/FIRM

AUTHORIZED SIGNATURE

CONTRACTOR/VENDOR E-VERIFY FORM

PER FLORIDA STATUTE 448.95, CONTRACTORS/VENDORS AND SUB-CONTRACTORS MUST REGISTER WITH AND USE THE E-VERIFY SYSTEM TO VERIFY THE WORK AUTHORIZATION STATUS OF ALL NEWLY HIRED EMPLOYEES.

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

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

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

Authorized Signature

Printed Name

Title

Name of Entity/Corporation

STATE OF _____
COUNTY OF _____

The forgoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization on, this _____ day of _____, 20 ____, by

_____ (name of person whose signature is being notarized) as the _____ (title) of _____ (name of entity/corporation), personally know, or produced _____ (type of identification) as identification, and who did/did not take an oath.

Notary Public

My Commission Expires: _____
NOTARY SEAL ABOVE

Printed Name

NON-COLLUSION AFFIDAVIT

STATE OF _____

COUNTY OF _____

_____ Bing, first duly sworn, deposes and says that
he/she is _____ of _____

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

Affiant

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

Notary Public

PUBLIC ENTITY CRIMES FORM

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

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

1. This sworn statement is submitted to the City of Panama City Beach

by _____

for Bid No.: _____

whose business address is:

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

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

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

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

3. I understand that “affiliate” as defined in Section 287.133(1)(a), Florida Statutes, means:
(a) A predecessor or successor of a person convicted of a public entity crime, or
(b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and

agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

4. I understand that a "person" as defined in Section 287-133(1)(e), Florida Statute, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contract led 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 in active management of an entity.
5. Based on information and belief, the statement which I have marked below is true in relation to the person submitting this sworn statement. [Indicate which statement applies.]

_____ Neither the person submitting this sworn statement, nor any affiliate of the person has been charged with and convicted of a public entity crime causing such person or affiliate to be placed on the convicted vendor list within the last thirty-six (36) months.

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

_____ The person submitting this sworn statement, or an affiliate of the person has been charged with and convicted of a public entity crime causing such person or affiliate to be placed on the convicted vendor list within the last thirty-six (36) months. However, it has been determined, pursuant to Section 287-133, Florida Statutes, that it was not in the public interest to place the person submitting this sworn statement or its affiliate on the convicted vendor list. [Attach a copy of the final order.]

6. I understand by my execution of this document, I acknowledge that the person submitting this sworn statement has been informed by the City of Panama City Beach, of the terms of Section 287-133(2)(a) of the Florida Statutes which read as follows:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or rely on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Bidder, supplier, sub-Bidder, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287-017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

7. I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY IMMEDIATELY OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

By: _____

Print Name: _____

Its: _____

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

Personally know _____ OR Produced Identification _____

Notary Public – State of _____

My commission expires: _____

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

[END OF PUBLIC ENTITY CRIMES]

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
or	
Employer identification number	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
-----------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(j)(E))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Initial Page: _____ Owner _____ Contractor

Exhibit A

INSURANCE REQUIREMENTS

SECTION 1: DEFINITIONS

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

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

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

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

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

SECTION 2: STANDARD INSURANCE COVERAGES

Successful Bidder shall comply with the following:

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

2.1. Commercial General Liability Insurance Coverages:

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

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

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

Initial Page: _____ Owner _____ Contractor

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

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

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

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

2.2. Workers Compensation

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

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

Policy coverage terms and conditions to include:

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

Initial Page: _____ Owner _____ Contractor

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

2.3. Automobile Liability

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

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

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

2.4. Umbrella or Excess Liability Required: **No**

Also, the Successful Bidder shall provide an umbrella or excess liability insurance providing in excess of the underlying Commercial General Liability, Business Automobile Liability, Pollution Liability (if required), and Employers' Liability insurance above, with the following minimum limits:

- **Choose limits when required Each Occurrence**
- **Choose limits when required Annual Aggregate** (where applicable in the underlying)

Such umbrella or excess liability policy shall provide substantially the same coverage as the underlying Commercial General Liability (including **City of Panama City Beach** as additional insured), Business Automobile Liability, Pollution Liability, and Employers' Liability insurance. In addition, it shall expressly provide that the umbrella or excess policy will drop down over the underlying insurance's reduced or exhausted aggregate limit. The umbrella or excess policy shall also be primary insurance to **City of Panama City Beach** (including primary insurance to **City of Panama City Beach's** own Commercial General Liability and Umbrella policies), and Successful Bidder's umbrella insurer agrees not to seek contribution from **City of Panama City Beach** insurance.

2.5. Professional Liability Required: **No**

Professional Liability Insurance is required to cover liability for claims that arise from the errors, omissions, or acts of the Successful Bidder or any entity the Successful Bidder is legally responsible in the provision of professional services. The policy shall be primary and non-contributory, with the insuring agreement to read: "to pay on behalf of" and shall be effective (retroactively, if applicable) from the commencement date of all professional activities in connection with the Scope. The coverage shall be maintained for three years following the final acceptance of the Project.

Initial Page: _____ Owner _____ Contractor

Minimum limits are:

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

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

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

2.6 Riggers Liability Required: **No**

If marked as required, the Scope involves the rigging, hoisting, lowering, raising, or moving of property or equipment belonging to others. Riggers Liability Insurance is required to insure against physical loss or damage to the property or equipment.

2.8 Aircraft/Watercraft: Required: **No**

If marked as required, the Scope involves using any owned, leased, chartered, or hired aircraft or watercraft of any type. As applicable, Aircraft Liability Insurance or Watercraft Liability Insurances required in an amount of not less than **Choose limits when required** per occurrence, including Passenger Liability for bodily injury and property damage.

2.9 Property Insurance:

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

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

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

Minimum limits are: Including Cleanup Cost

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

Initial Page: _____ Owner _____ Contractor

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

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

Deductibles/Denial of Claims:

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

Leased Successful Bidder Employee Liability

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

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

Insurer Requirements

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

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

Initial Page: _____ Owner _____ Contractor

Certificate of Insurance

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

Sub-subcontractor/Sub-Vendor

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

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

Notice of Cancellation

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

Additional Insureds

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

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

Waiver of Subrogation

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

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

Initial Page: _____ Owner _____ Contractor

Insurance Policy Review/Exclusions/Copies

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

Claims-Made Policies

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

Effect of Specified Coverages

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

Breach of Insurance Requirements

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

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

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

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

City of Panama City Beach

Endorsements to be attached:

General Liability	Endorsement #	Edition Dates	Carrier	Policy #'s to be listed
Added Insured - Ongoing Operations	CG 20 10	All	ISO Standard or Equal	Yes
Added Insured – Completed Operations	CG 20 37	All	ISO Standard	Yes
Waiver of Subrogation	CG 24 04		ISO Standard	
Primary & Non-Contributory	CG 20 01		ISO Standard	
Automobile Liability				
No Endorsements Required				
Umbrella or Excess Liability				
List all lines this policy applies.				
Workers Compensation				
Waivers of Subrogation	WC 00 03 13		ISO Standard	Yes
Alternate Employer Endorsement	WC 00 03 01 A		ISO Standard	Yes

* State Waiver of Subrogation Provisions Overview: Kansas, Kentucky, Missouri, New Hampshire, and New Jersey disallow waivers of subrogation by statute. However, only Kansas and Missouri bar waivers of subrogation in the construction industry. (Note that Kansas does not prohibit the use of waivers of subrogation for consolidated or wrap-up insurance programs.) The monopolistic states either disallow waivers of subrogation or allow the state fund to make that decision. The remaining states allow for waivers of subrogation through judicial interpretation or administrative rules.

*Stop Gap endorsement required in monopolistic states such as ND, OH, WA WY, or Puerto Rico

*Coverage must apply in the State where the work is being performed if the vendor is from a state other than the one where the project is located.

We accept endorsements that are equal to those requested. Most insurance company forms are manuscript; therefore, they might not be compliant (most are not). We review all forms during the review process. Forms that are compliant today may not be compliant tomorrow. Our decisions are based on case law and claim history. Additional Insured or Organization Name to be listed on all endorsements along with policy numbers as applicable. Blank endorsements will not be excepted. Sample Endorsements Attached

Blanket Certificates of Insurance

For ease of paperwork, subcontractors may submit insurance documentation on a blanket basis to work on multiple projects under just one insurance certificate. (View sample certificate above or in compliance database)

Subcontractor performing work on multiple projects in the same State

Each of our projects requires a project-specific certificate of insurance (COI) for EACH project they work on; however, a lot of our Subcontractors are doing multiple projects in one State, which creates an opportunity to reduce paperwork by providing a blanket certificate of insurance and allowing the Subcontractor to work on all projects (Non-OCIP or CCIP) under one COI. If providing a blanket certificate, the following guidelines will be in addition:

1. On the COI, instead of stating an individual project name, replace with the following verbiage in the Description of Operations section of the certificate: **"All projects performed for City of Panama City Beach**
2. When stating the additional insureds, state the following along with the other required Description of Operations wording: "All insurance (excluding Workers Compensation and Professional Liability) include Owner, City of Panama City Beach, Indemnified Parties, any other parties as required by Owner Contract and their respective directors, officers, employees, and affiliates as Additional Insureds, and shall be primary and non-contributory to any insurance maintained by Additional Insureds."
3. All endorsements and waivers must be blanket-based, either per form or blanket wording. For example, a contract requires endorsements/waivers in such schedules instead of listing each entity.

Commercial General Liability

CG 20 10 10 01

POLICY NUMBER: **Required**

COMMERCIAL GENERAL LIABILITY
CG 20 10 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Certificate Holders Name

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

CG 20 10 10 01

© ISO Properties, Inc., 2000

Page 1 of 1

CG 20 37 10 01

POLICY NUMBER: **Required**

COMMERCIAL GENERAL LIABILITY
CG 20 37 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Certificate Holders Name

Location And Description of Completed Operations:

All locations required by contract

Additional Premium:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

CG 20 37 10 01

© ISO Properties, Inc., 2000

Page 1 of 1

CG 24 04 05 09

POLICY NUMBER: **Required**

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Certificate Holders Name

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

CG 24 04 05 09

© Insurance Services Office, Inc., 2008

Page 1 of 1

CG 20 01 04 13

COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

CG 20 01 04 13

© Insurance Services Office, Inc., 2012

Page 1 of 1

Workers Compensation

WC 00 03 13

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY **WC 00 03 13**
(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

In Favor of:

Certificate Holders Name and Project Owner

Work Performed by:

Client (Our Subcontractor)

Client Address

On the Following Project or Location

All Projects or Locations as Required by Contract

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

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

Endorsement Insured Required	Effective Policy No. Required	Endorsement No. Premium
Insurance Company Required	Countersigned by _____	

WC 00 03 13
(Ed. 4-84)

WC 00 03 01 A

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY **WC 00 03 01 A**
(Ed. 2-89)

ALTERNATE EMPLOYER ENDORSEMENT

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in Item 2 of the Schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured. If an entry is shown in Item 3 of the Schedule the insurance afforded by this endorsement applies only to work you perform under the contract or at the project named in the Schedule.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be canceled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

Schedule

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

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

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

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

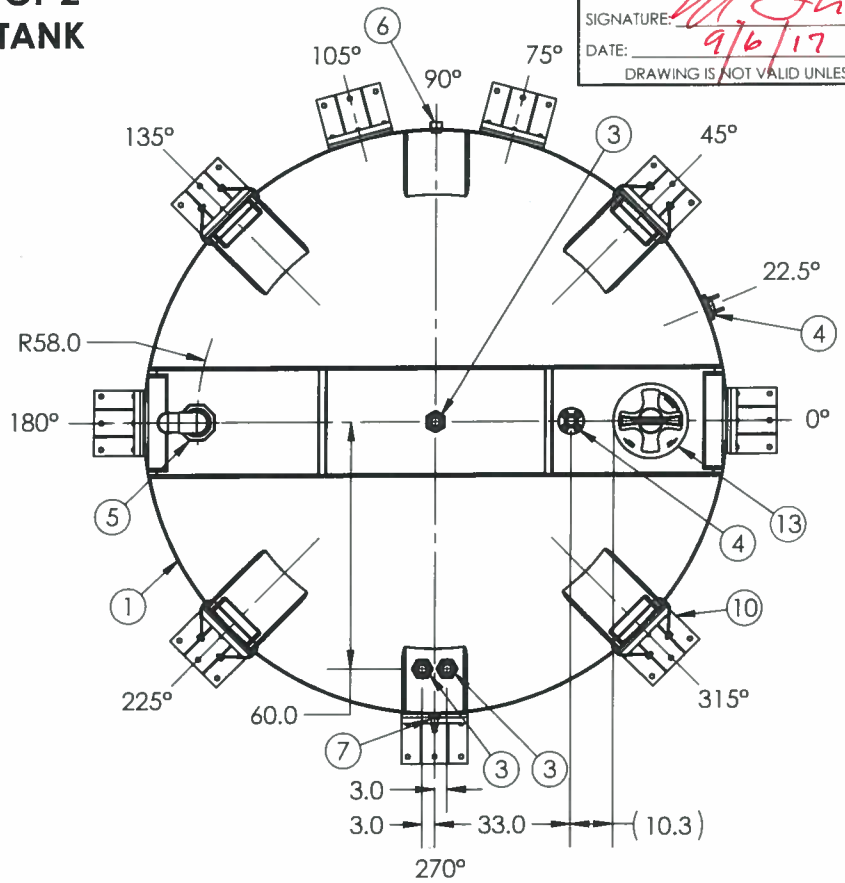
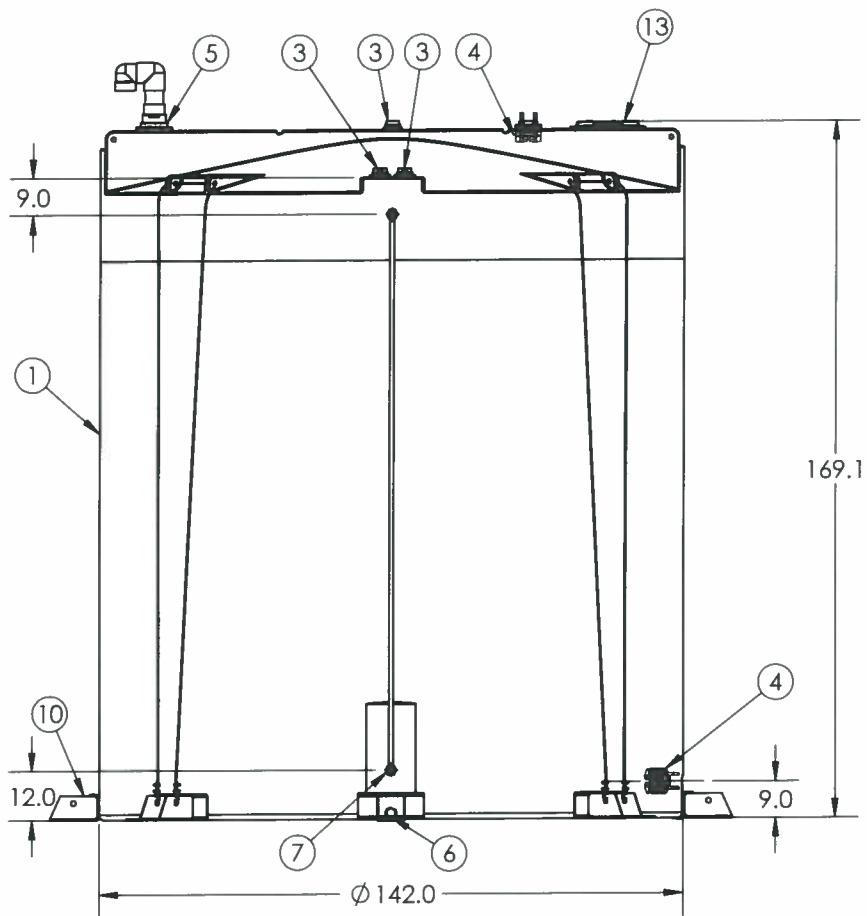
WC 00 03 01 A
(Ed 2-89)

PCB23-47 ITB HYPOCHLORITE STORAGE TANKS

APPENDIX B – EXISTING HYPOCHLORITE STORAGE TANKS SHOP DRAWINGS

TANK 1 OF 2 NORTH TANK

CUSTOMER APPROVAL
 APPROVED FOR PRODUCTION AS DRAWN.
 REVISE AS NOTED & RESUBMIT FOR APPROVAL.
 SIGNATURE: *M. J. Hall*
 DATE: *9/6/17*
 DRAWING IS NOT VALID UNLESS SIGNED



ITEM NO.	QTY.	PART NUMBER	DESCRIPTION	SHOWN	TANK CONFIG.
13	1	34700087	ASM MANWAY 18IN PE W/4IN VENT W/TIE SII	YES	YES
12	1	34702652	FOAM INSULATION 10500VDT X 142 1IN WHITE	NO	YES
11	1	34701196	KIT URETHANE FOAM REPAIR -WHITE TKS	NO	NO
10	1	34700291	ASM SEISMIC GS 10500 X 142 1.9 SG	YES	NO
9	1	5390100N94701	ASM FLEXMASTER 2IN COUPLING HD/HCW	NO	NO
8	1	34700366	ASM VALVE VITON PVC SIGHTGLASS - DRAIN	NO	NO
7	1	34700362	ASM SIGHTGLASS PVC BH W/VITON	YES	YES
6	1	34700781	ASM FTG PVC 2IN SUMO TITAN/VITON	YES	YES
5	1	34700264	ASM U-VENT PVC 4IN BH W/VITON	YES	YES
4	2	34700687	ASM FITTING PVC 2BLTD TLB VITON	YES	YES
3	3	34700238	ASM FITTING PVC 2IN BH SXT W/VITON	YES	YES
2	1	00000176	PROTECTIVE PLASTIC 5400-10500(142" & 144")	NO	YES
1	1	5330018N97201	ASM TK 10500VDT NAT 2IN TITAN SUMO 1.9	YES	YES

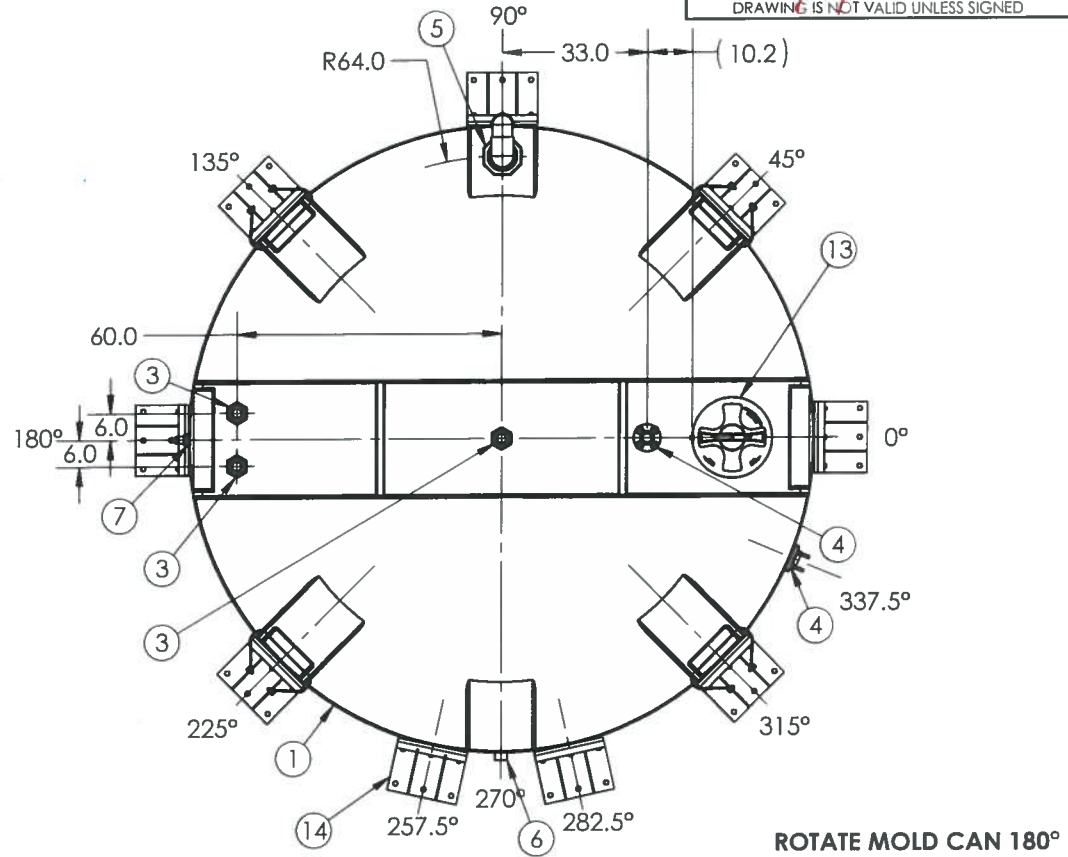
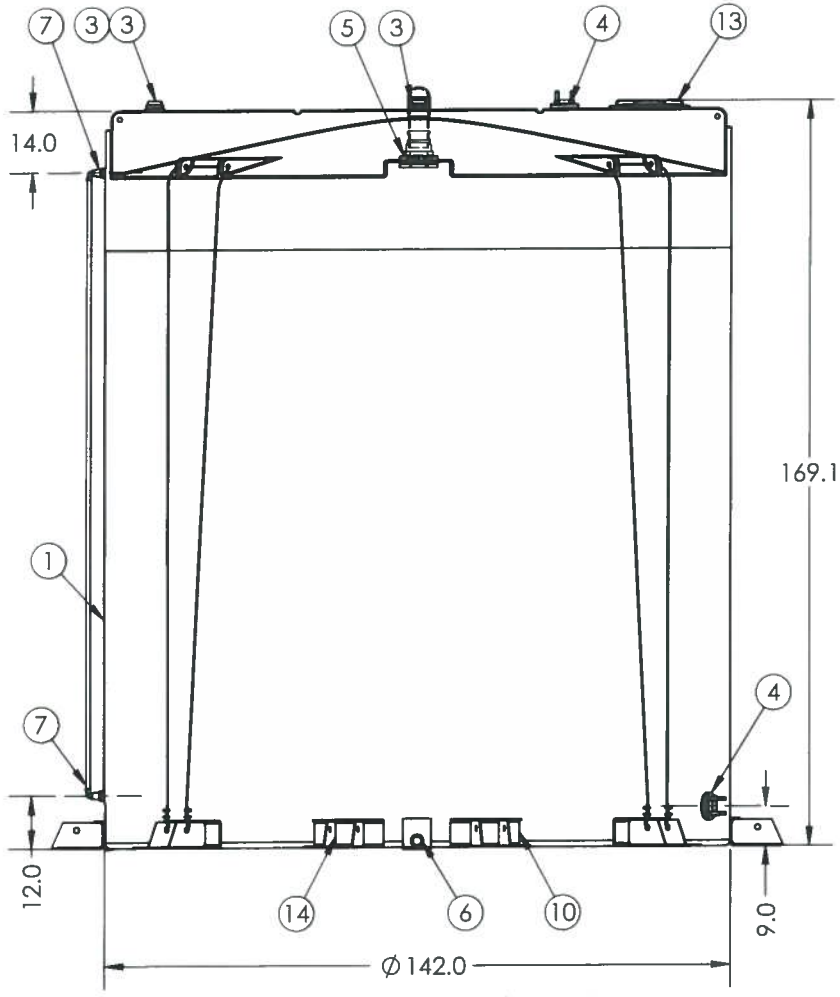
CUSTOMER: **HIP-JACKSONVILLE, FL** CUSTOMER NO: **037D1845**

DO NOT SCALE	DRAWN BY: ET3		TITLE: ASM TK 10500VDT NAT 2IN TITAN SUMO 1.9	REVISION: B
STATUS: Released	© SNYDER INDUSTRIES INC., 2017		PART NO.: 5330018N972	SHEET: 1 OF 1
ALL DIMENSIONS, DESIGNS, AND INFORMATION ON THIS PRINT MUST BE CONSIDERED PROPRIETARY TO SNYDER INDUSTRIES, INC. AND MAY NOT BE USED, COPIED, OR DISTRIBUTED WITHOUT WRITTEN PERMISSION OF AN OFFICER (OR HIS AGENT) OF THE FIRM.		(402) 467-5221 www.snydernet.com	ENG. ID.: A010566	

***ALL EXTERNAL PIPING MUST BE INDEPENDENTLY SUPPORTED.**
***ONLY BASE FITTINGS TO BE LEFT INSTALLED AT TIME OF SHIPMENT PER SII PROCEDURE.**
***Consult Snyder's Guidelines for Use and Installation prior to delivery.**
 Available on-line at www.snyderindustriestanks.com/Technical
ALL DIMENSIONS ARE IN INCHES, NOMINAL, & SUBJECT TO CHANGE WITHOUT NOTICE.
ALL DIMENSIONS ON ROTATIONAL MOLDED PARTS ARE SUBJECT TO A ± 3% TOLERANCE.

TANK 2 OF 2 SOUTH TANK

CUSTOMER APPROVAL
 APPROVED FOR PRODUCTION AS DRAWN.
 REVISE AS NOTED & RESUBMIT FOR APPROVAL.
 SIGNATURE: *M. S. G. / 11*
 DATE: *9/6/17*
 DRAWING IS NOT VALID UNLESS SIGNED



ITEM NO.	QTY.	PART NUMBER	DESCRIPTION	SHOWN	TANK CONFG.
14	1	33900408	ANCHOR PLATE GS 6-BOLT - 1IN STD	YES	YES
13	1	34700087	ASM MANWAY 18IN PE W/4IN VENT W/TIE SII	YES	YES
12	1	34702652	FOAM INSULATION 10500VDT X 142 1IN WHITE	NO	YES
11	1	34701196	KIT URETHANE FOAM REPAIR -WHITE TKS	NO	NO
10	1	34700291	ASM SEISMIC GS 10500 X 142 1.9 SG	YES	NO
9	1	5390100N94701	ASM FLEXMASTER 2IN COUPLING HD/HCW	NO	NO
8	1	34700366	ASM VALVE VITON PVC SIGHTGLASS - DRAIN	NO	NO
7	1	34700362	ASM SIGHTGLASS PVC BH W/VITON	YES	YES
6	1	34700781	ASM FTG PVC 2IN SUMO TITAN/VITON	YES	YES
5	1	34700264	ASM U-VENT PVC 4IN BH W/VITON	YES	YES
4	2	34700687	ASM FITTING PVC 2BLTD TLB VITON	YES	YES
3	3	34700238	ASM FITTING PVC 2IN BH SXT W/VITON	YES	YES
2	1	00000176	PROTECTIVE PLASTIC 5400-10500(142" & 144")	NO	YES
1	1	5330018N97201	ASM TK 10500VDT NAT 2IN TITAN SUMO 1.9	YES	YES

***ALL EXTERNAL PIPING MUST BE INDEPENDENTLY SUPPORTED.**
***ONLY BASE FITTINGS TO BE LEFT INSTALLED AT TIME OF SHIPMENT PER SII PROCEDURE.**
***Consult Snyder's Guidelines for Use and Installation prior to delivery.**
 Available on-line at www.snyderindustriestanks.com/Technical
ALL DIMENSIONS ARE IN INCHES, NOMINAL, & SUBJECT TO CHANGE WITHOUT NOTICE.
ALL DIMENSIONS ON ROTATIONAL MOLDED PARTS ARE SUBJECT TO A ± 3% TOLERANCE.

CUSTOMER: **HIP-JACKSONVILLE, FL** CUSTOMER NO: **037D1845**

STATUS: **Released** DRAWN BY: **ET3** **Snyder INDUSTRIES, INC.** TITLE: **ASM TK 10500VDT NAT 2IN TITAN SUMO 1.9** REVISION: **B**

© SNYDER INDUSTRIES INC. 2017

ALL DIMENSIONS, DESIGNS, AND INFORMATION ON THIS PRINT MUST BE CONSIDERED PROPRIETARY TO SNYDER INDUSTRIES, INC. AND MAY NOT BE USED, COPIED, OR DISTRIBUTED WITHOUT WRITTEN PERMISSION OF AN OFFICER (OR HIS AGENT) OF THE FIRM.

(402) 467-5221 www.snyderinc.com

PART NO. **5330018N972** ENG ID. **A010570**

SHEET 1 OF 1

PCB23-47 ITB HYPOCHLORITE STORAGE TANKS

APPENDIX C – CITY OF PANAMA CITY BEACH TAX EXEMPTION CERTIFICATE



Consumer's Certificate of Exemption

DR-14
R. 01/18

Issued Pursuant to Chapter 212, Florida Statutes

85-8012646470C-9	05/31/2022	05/31/2027	MUNICIPAL GOVERNMENT
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

CITY OF PANAMA CITY BEACH
17007 PANAMA CITY BEACH PKWY
PANAMA CITY BEACH FL 32413-5225

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.