

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT

**BID DOCUMENTS AND
TECHNICAL SPECIFICATIONS**

FOR

**CITY OF PANAMA CITY BEACH
FRONT BEACH ROAD AND SOUTH THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT
PROJECT**

CITY OF PANAMA CITY BEACH



Mark Sheldon, Mayor
Paul Casto, Vice Mayor
Michael Jarman, Councilman
Phil Chester, Councilman
Mary Coburn, Councilwoman
Drew Whitman, City Manager
Holly White, Assistant City Manager

Date of Issue: October 25, 2023
Responses Due: December 11, 2023

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT

**PANAMA CITY BEACH FRONT BEACH ROAD AND SOUTH THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT**

TABLE OF CONTENTS

<u>BIDDING AND CONTACT DOCUMENTS</u>		<u>PAGES</u>
00010	Advertisement for Bids	1 - 2
00020	Information for Bidders	1 - 4
00030	Bid Proposal Form	1 - 4
00040	Bid Bond	1 - 2
00050	Form of Agreement	1 - 8
00060	Performance Bond	1 - 3
00070	Payment Bond	1 - 3
00080	Notice of Award	1 - 2
00090	Notice to Proceed	1
00095	Drug Free Workplace	1
00096	Trench Safety Act	1
00097	Sworn Statement on Public Entity Crimes	1 - 3
00098	Contractor E-Verify Affidavit	1
00100	General Conditions	1 - 44
00800	Supplementary Conditions	1 - 2
00802	Prevention, Control and Abatement	1 - 4
00808	Sales Tax Exemption	1 - 5
01110	Environmental Protection	1 - 5
01505	Mobilization/ Demobilization	1 - 2
01705	Contract Closeout	1 - 3

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT

FORMS

Conflict/Non-Conflict of Interest Statement	1
Non-Collusion Affidavit	1
Completed forms from Federal Funding Requirements (Forms from Appendix F)	

APPENDICES

- A. Insurance Requirements
- B. Change Order Form
- C. Pay Request Form
- D. Certificate of Substantial Completion
- E. Maps of Damaged Street Lights
- F. Federal Funding Requirements
- G. Conformed Construction Lighting Plans
- H. Lighting O&M Documents
- I. Executed Grant Agreement

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT

SECTION 00010

ADVERTISEMENT FOR BIDS

**PCB24-11 ITB PANAMA CITY BEACH FRONT BEACH ROAD AND SOUTH
THOMAS DRIVE ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT**

The City of Panama City Beach is requesting sealed Bids for repairs on 143 streetlights that sustained damage during Hurricane Michael (see location map Appendix E). The streetlights in need of repairs or replacement are located along a stretch of road covering Front Beach Road from North Thomas Drive to South Thomas Drive and South Thomas Drive from Front Beach Road to Thomas Drive. Two entire light structures need replacing, replacement of damaged arms (either single or double), and all 143 need complete rewiring. Florida Power and Light has an agreement with the City to replace all LED fixture heads.

Bids will be opened at 10:00 AM (CDT) on Monday, December 11, 2023 at the City of Panama City Beach City Hall, 17007 Panama City Beach Parkway, Panama City Beach, Florida.

The Contractor shall provide all labor, material, and equipment required to complete the Work described in this Contract including any necessary temporary traffic control (TTC), mobilization, and demobilization costs. All lighting repair and replacement operations must be in accordance with all applicable federal, state, and local laws and regulations. The Contractor shall provide proper documentation to the City for all lighting repair and replacement operations to ensure reimbursement eligibility to the City from the applicable Federal Disaster Reimbursement Program(s) (“FDRP”), which includes but is not limited to, programs of the Florida Department of Economic Opportunity (DEO) and the Federal Emergency Management Agency (FEMA).

Bid Documents may be downloaded online at www.demandstar.com or the City’s website at <https://www.pcbfl.gov/about-us/rfp-posts-list> or by contacting the Purchasing Manager at purchasing@pcbfl.gov starting on **Wednesday, October 25, 2023**. The bid must conform to Section 287.133(3) Florida Statutes, with respect to Public Entity Crimes.

A mandatory pre-bid meeting will be held at 1:00PM (CDT) on Tuesday, November 7, 2023 at the City of Panama City Beach City Hall, 17007 Panama City Beach Parkway , Panama City Beach, Florida.

- Electronic Bids will only be accepted when submitted through the DemandStar’s Bid portal. Emailed submissions will not be accepted.
- Alternatively, one original and one copy along with an electronic copy (USB flash drive preferred) may be delivered to the City Hall Office at the address below. Any sealed Bid submitted on paper must identify and clearly mark the Bid # **PCB24-11 ITB PANAMA CITY BEACH FRONT BEACH ROAD AND SOUTH THOMAS DRIVE ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT** 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.

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT

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

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

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

All bidders shall be a State of Florida certified licensed electrical contractor. Each bidder must comply with all applicable state and local laws concerning licensing, registration, and regulations of contractors doing business in Florida.

All work shall be in conformance with the latest edition of the FDOT Roads and Bridges Manual.

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 if any addenda have been issued. The due date for questions will be by the close of business on December 4, 2023.

Any and all questions regarding the Bidding documents shall be directed to 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.

The City shall award the Contract to the lowest responsive and responsible bidder; provided, however, the City reserves the right to award the Contract to a Bidder who is not the lowest responsive and responsible bidder if the City determines that the lowest bidder does not offer the reliability, quality of service or product afforded by such other Bidder.

This project may be funded in whole or in part with federal funds.

The City of Panama City Beach is an Equal Opportunity Employer.

NOTICE TO PUBLISHER: The legal ad to appear on Wednesday, October 25, 2022

Please forward the original “Proof of Publication” and the invoice to:
Panama City Beach Public Works Department 116 South Arnold Road
Panama City Beach, Florida 32413

Advertisement is also available on the Bay County Public Notices website:
<https://publicnoticesbaycountyfl.gov/>

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.

[End of Advertisement For Bids]

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT

SECTION 00020

INFORMATION FOR BIDDERS

BIDS will be received by City of Panama City Beach (herein called the "OWNER"), at City of Panama City Beach, City Hall 17007 Panama City Beach Parkway, Panama City Beach, FL. 32413 until **10:00AM (CDT), Monday, December 11, 2023** then opened and read publicly promptly thereafter.

Each BID must be submitted electronically through DemandStar, mailed or hand-delivered to City hall in a sealed envelope addressed to City of Panama City Beach, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413. Each sealed envelope containing a BID must be plainly marked on the outside as "**SEALED BID PCB24-11 ITB PANAMA CITY BEACH FRONT BEACH ROAD AND SOUTH THOMAS DRIVE ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT**" and the envelope should bear on the outside the BIDDER'S name, address, and license number if applicable, and the name of the project for which the BID is submitted. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the OWNER - City of Panama City Beach, at 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413.

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted. **Two original BID forms are required.**

A complete BID response shall consist of:

1. An executed Bid Proposal Form – Section 00030
2. The required Bid Bond – Section 00040
3. Drug Free Workplace – Section 00095
4. Trench Safety Act – Section 00096
5. Public Entity Crimes – Section 00097
6. Contractor E-Verify Affidavit – Section 00098
7. Certificates of Insurance – In Accordance with Exhibit A
8. Copies of all Addenda signed by Bidder evidencing receipt.
9. Required Forms - Conflict/Non-Conflict of Interest Statement & Non-Collusion Affidavit, W-9
10. **All completed forms contained within Appendix F – Federal Funding Regulations**

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

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

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT

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

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

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

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

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

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

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

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

The party to whom the contract is awarded will be required to obtain the required insurance, PAYMENT BOND and PERFORMANCE BOND, execute the AGREEMENT and deliver to OWNER said executed AGREEMENT together with the required Certificate of Insurance and the PERFORMANCE BOND and PAYMENT BOND, within ten (10) calendar days after the date the NOTICE OF AWARD is delivered to the BIDDER; the required forms for such AGREEMENT being set forth in Section 00050, the required form for the PERFORMANCE BOND being set forth in Section 00060, the required form for the PAYMENT BOND being set forth in Section 00070 and the required form for the Certificate of Insurance being set forth in Section 00099. In case of failure of the successful BIDDER to execute and deliver to OWNER, within said ten (10) day period the required AGREEMENT, together with the required Certificates of Insurance,

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT

PERFORMANCE BOND and PAYMENT BOND, the OWNER may consider the BIDDER in default, in which case the entire amount of the BID DEPOSIT accompanying the BID shall be paid to the OWNER.

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

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

A conditional or qualified BID may be rejected by OWNER.

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

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

Each BIDDER may attach to its BID any information or documentation it believes is relevant to addressing the factors of reliability, quality of service and product, as such factors pertain to the WORK to be provided under the AGREEMENT to be awarded pursuant to this Information for Bidders. Any such information or documentation is to consist of no more than 20 pages, single sided, each page no larger than 8" x 11". OWNER reserves the right, either before or after BID opening, but prior to contract award, to request from any BIDDER such information or documentation addressing the factors of reliability, quality of service or product, as OWNER may determine is reasonably necessary to assist it in deciding which bid offers OWNER the better value. Further, each BIDDER by submitting its BID is deemed to have authorized OWNER to conduct such investigations as OWNER may determine are reasonably necessary to assist it in deciding which BID offers OWNER the better value. OWNER in making any decision as to which BID offers OWNER the better value may rely upon any such information or documentation

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT

provided by a BIDDER, and by submitting any such information or documentation, upon request from OWNER, the BIDDER will be deemed to have certified and warranted to OWNER the accuracy and correctness of any such information and documentation. Further, in making any decision as to which BID offers OWNER the better value, OWNER also may rely upon its own investigations or its own records and knowledge concerning the BIDDER, including the BIDDER's personnel, work product and prior work history. All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the WORK shall apply to the contract throughout.

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

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

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

Please note that according to §200.319(a), contractors who develop or draft specifications, requirements, statements of work, and invitations for bid or request for proposals must be excluded from competing for such procurements due to an unfair competitive advantage.

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT

SECTION 00030

BID PROPOSAL FORM

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

In compliance with the requirements of the Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the **PCB24-11 ITB PANAMA CITY BEACH FRONT BEACH ROAD AND SOUTH THOMAS DRIVE ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT** in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

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

BIDDER hereby agrees to commence WORK under the CONTRACT DOCUMENTS on or before a date specified in the NOTICE TO PROCEED and to substantially complete the project within 60 consecutive calendar days thereafter, and to fully complete the project within 30 consecutive calendar days thereafter.

BIDDER further agrees to pay as liquidated damages, the sum of \$1,500.00 for each consecutive calendar day that expires after the Contract Time until Substantial Completion of the WORK is achieved as provided in Section 15 of the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

Addendum No. _____
Addendum No. _____
Addendum No. _____

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT

BID SCHEDULE

ITEM DESCRIPTION		UNIT	QUANTITY	ITEM COST	TOTAL
(INCLUDING BUT NOT LIMITED TO:)					
1	MOBILIZATION	LS	1		
2	BONDS AND INSURANCE	LS	1		
3	REPLACEMENT OF LIGHT POLES (S. THOMAS DRIVE BOTH NEAR ALVIN'S ISLAND (#97 & #109))	LS	2		
4	REWIRE LIGHT POLE ASSEMBLY POLE CABLE DISTRIBUTION SYSTEMS TO INCLUDE: WIRING, SURGE ARRESTORS, FUSES, AND FUSE HOLDERS	EA	143		
5	REPLACEMENT OF DAMAGED FIXTURE ARMS ONLY (CITY TO FURNISH ARMS)	LS	1		
6	REPLACEMENT OF WEATHER PROOF RECEPTACLE WIRING	EA	143		
7	REPLACEMENT OF DAMAGED WEATHER PROOF RECEPTACLES	LS	1		
8	MAINTENANCE OF TEMPORARY TRAFFIC CONTROL	LS	1		
9	ELECTRICAL ISSUES INCLUDING: TROUBLESHOOTING OTHER COMPONENTS OF THE LIGHTING SYSTEM WITH CONTACTORS, FUSES, BREAKERS, UNDERGROUND CONDUIT SYSTEM WIRING, ETC.	LS	1		
				TOTAL:	

**** OWNER TO PROVIDE ASSISTANCE TO THE CONTRACTOR WITH TEMPORARY TRAFFIC CONTROL IN THE INTERSECTIONS ONLY.**

PANAMA CITY BEACH FRONT BEACH ROAD AND SOUTH THOMAS DRIVE ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT – BIDDER agrees to perform all the WORK described in the CONTRACT DOCUMENTS for the following Lump Sum Bid price:

\$ _____.

The BIDDER proposes and agrees, if this Proposal is accepted, to contract with the OWNER in the required form of the Agreement, Section 00050, to furnish all necessary materials, equipment,

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT

machinery, tools, apparatus, means of transportation and labor necessary to complete the WORK in full and in accordance with the shown, noted, described, and reasonably intended requirements of the CONTRACT DOCUMENTS. If a bid item is not shown above, it shall be the contractor's responsibility to ensure the cost is covered in the Lump Sum Bid Price.

By submitting this Bid, the CONTRACTOR understands that all items specified in these CONTRACT DOCUMENTS must be included in the Total Lump Sum Bid above.

Below, specify the names of the subcontractors, if any, to be used as part of your Bid:

WORK Performed & Company Name

1. _____
2. _____
3. _____

NOTE:

1. BIDS shall include sales tax and all other applicable taxes and fees. The OWNER may elect to utilize the Sales Tax Exemption (Section 00098) for material at its sole discretion.
2. BIDS shall be on the basis of a lump sum price, as noted above, and shall be the total compensation to be paid by OWNER for the complete WORK.
3. Bid unit prices and quantities shall be applicable for any revisions to the WORK (either additions or omissions). In addition, these unit prices and quantities shall be reflected in the Schedule of Values as specified in the General Conditions. All unit prices are understood to include all associated charges for layout, insurance, taxes, field office and supervision, overhead and profit, bonds, and miscellaneous items.
4. The OWNER reserves the right to reject any and all bids received.
5. **Failure to insert a bid amount for any item in the Bid Schedule will be considered grounds for the OWNER to determine the BID is non- responsive.**
6. By submitting this BID, the BIDDER, and the BID BOND surety, are deemed to have stipulated and agreed that any and all claims, demands, actions or suits whatsoever, arising under this BID and/or BID BONDS, shall be subjected to the sole and exclusive jurisdiction and venue of the Circuit Court of Bay County, Florida. The BIDDER and BID BOND surety

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT

do agree, by submittal of this BID, that the sole and exclusive jurisdiction and venue in said forum is proper and appropriate since performance of the underlying contract to be awarded is to be accomplished within Bay County, Florida.

BIDDER'S CERTIFICATION

BIDDER certifies that it has thoroughly familiarized itself with and inspected the site and has read and is thoroughly familiar with the CONTRACT DOCUMENTS. Additional site investigation, if deemed necessary by the BIDDER, shall be performed prior to BID submittal at the BIDDER's sole expense. Bidder certifies that the BID submitted is complete and is sufficient for the Bidder to provide a fully operational and working system in accordance with the CONTRACT DOCUMENTS. Furthermore, BIDDER certifies its understanding that neither the OWNER, PROJECT REPRESENTATIVE, nor ENGINEER shall provide any labor, equipment, or materials of any kind, which may be required for the performance of the WORK, unless otherwise specifically directed by OWNER. Likewise, BIDDER certifies that it shall provide all equipment, materials, labor, and services necessary to complete the WORK in accordance with the CONTRACT DOCUMENTS whether or not such equipment, material, labor, or service is expressly identified. Such occurrences are deemed subsidiary obligations of the contract for which complete compensation is made under the Lump Sum. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to its BID.

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

1. Bid Bond – Section 00040
2. Executed Statement Under Section 287.087, Florida Statutes, On Preference To Businesses With Drug-Free Workplace Programs – Section 00095
3. Executed Public Entity Crimes Statement – Section 00097
4. Trench Safety Act – Section 00096
5. Contractor E-Verify Affidavit – Section 00098
6. Certificates of Insurance – In accordance with Exhibit A
7. All acknowledged Addenda
8. Additional Required Forms - Conflict/Non-Conflict of Interest Statement & Non-Collusion Affidavit

CONTRACTOR:

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT

Address

Email Address

Authorized Signer/Title

Phone Number

Date

[END OF SECTION 00030]

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT

SECTION 00040

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned,
_____, as Principal, and _____, as
Surety, are hereby held and firmly bound unto the City of Panama City Beach, as OWNER,
in the penal sum of _____
for the payment of which, will and truly be made, we hereby jointly and severally bind
ourselves, successors and assigns. Signed this ____ day of _____, 2023. The
Condition of the above obligation is such that whereas the principal has submitted to the
OWNER a certain BID, attached hereto and hereby made a part hereof to enter into a
contract in writing, for the construction of **PCB24-11 ITB PANAMA CITY BEACH FRONT
BEACH ROAD AND SOUTH THOMAS DRIVE ROADWAY LIGHTING REPAIR AND
IMPROVEMENT PROJECT.**

NOW THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver the Agreement in the form of contract as set forth in Section 00050 (properly completed in accordance with said BID) and shall furnish a BOND for faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform its obligations created by OWNER's acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.
- (c) NOW, THEREFORE, if the OWNER shall accept the BID of the Principal and the Principal shall execute and deliver to OWNER the required Agreement and within ten days after the date of a written Notice of Award in accordance with the terms of such BID, and within said ten days deliver to OWNER the required Certificate(s) of Insurance, together with the required Performance and

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT

Payment Bonds in an amount of 100% the total Contract Amount as specified in the Bidding Documents or Contract Documents with good and sufficient surety for the faithful performance of the Agreement and for the prompt payment of labor, materials and supplies furnished in the prosecution thereof or, in the event of the failure of the Principal to execute and deliver to OWNER such Agreement or to give such bond or bonds, and deliver to OWNER the required certificates of insurance, if the Principal shall pay to OWNER the fixed penal sum of \$_____ noted above as liquidated damages, and not as a penalty, as provided in the Instructions for Bidders, then this obligation shall be null and void, otherwise to remain in full force and effect.

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

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

Principal

Surety

By:

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

[END OF SECTION 0004

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT

SECTION 00050

AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2023, by and between THE CITY OF PANAMA CITY BEACH, FLORIDIA, (herein called "OWNER") and _____, doing business as _____ (an individual), or (a partnership), or (a corporation), having a business address of _____ (hereinafter called "CONTRACTOR"), for the performance of the Work (as that term is defined below) in connection with the construction of **"PANAMA CITY BEACH FRONT BEACH ROAD AND SOUTH THOMAS DRIVE ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT"**, to be located at Panama City Beach, Florida, in accordance with the Drawings and Specifications prepared by CITY OF PANAMA CITY BEACH, the Engineer of Record (hereinafter called "Engineer") and all other Contract Documents hereafter specified.

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

1. The CONTRACTOR shall furnish, at its sole expense, all supervision, labor, equipment, tools, material, and supplies to properly and efficiently perform all of the work required under the Contract Documents and shall be solely responsible for the payment of all taxes, permits and license fees, labor fringe benefits, insurance and bond premiums, and all other expenses and costs required to complete such work in accordance with this Agreement (collectively the "Work"). CONTRACTOR'S employees and personnel shall be qualified and experienced to perform the portions of the Work to which they have been assigned. In performing the Work hereunder, CONTRACTOR shall be an independent contractor, maintaining control over and having sole responsibility for CONTRACTOR'S employees and other personnel. Neither CONTRACTOR, nor any of CONTRACTOR'S sub-contractors or sub-subcontractors, if any, nor any of their respective employees or personnel, shall be deemed servants, employees, or agents of OWNER.
2. The CONTRACTOR will commence the Work required by the Contract Documents within ten (10) calendar days after the date of the NOTICE TO PROCEED to be issued

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT

by OWNER in writing within thirty (30) calendar days from the date of this Agreement and will achieve Substantial Completion of the Work within sixty (60) consecutive calendar days of the required commencement date, except to the extent the period for Substantial Completion is extended pursuant to the terms of the Contract Documents ("Contract Time"). Final Completion of the Work shall be achieved by CONTRACTOR within the time period set forth in Section 15.2 of Section

3. The CONTRACTOR agrees to pay the OWNER, as liquidated damages, the sum of \$1,500.00/day for each calendar day that expires after the Contract Time for Substantial Completion as more fully set forth in Section 15 of the General Conditions.

4. The CONTRACTOR agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the sum of \$ _____ as shown in the BID SCHEDULE, included within the Bid Proposal Form, as said amount may be hereafter adjusted pursuant to the terms of the Contract Documents ("Contract Price").

5. The term "Contract Documents" means and includes the following documents, all of which are incorporated into this Agreement by this reference:
 - Section 00010 ADVERTISEMENT FOR BIDS
 - Section 00020 INFORMATION FOR BIDDERS
 - Section 00030 BID PROPOSAL FORM
 - Section 00040 BID BOND
 - Section 00050 AGREEMENT
 - Section 00060 PERFORMANCE BOND
 - Section 00070 PAYMENT BOND
 - Section 00080 NOTICE OF AWARD
 - Section 00090 NOTICE TO PROCEED
 - Section 00095 STATEMENT UNDER SECTION 287-087, FLORIDA STATUTES
ON PREFERENCE TO BUSINESSES WITH DRUG-FREE
WORKPLACE PROGRAMS
 - Section 00096 TRENCH SAFETY ACT CERTIFICATE OF COMPLIANCE
 - Section 00097 PUBLIC ENTITY CRIMES STATEMENT
 - Section 00098 CONTRACTOR E-VERIFY AFFIDAVIT
 - Section 00100 GENERAL CONDITIONS
 - Section 00800 SUPPLEMENTAL CONDITIONS
 - Section 00802 PREVENTION, CONTROL AND ABATEMENT
 - Section 00808 SALES TAX EXEMPTION
 - Section 01110 ENVIRONMENTAL PROTECTION

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT
Section 01505 MOBILIZATION/DEMOBILIZATION
Section 01705 CONTRACT CLOSEOUT
Additional Required Forms - Conflict/Non-Conflict of Interest Statement,
Non- Collusion Affidavit & Federal Contract Signature Page
Completed forms contained within Appendix F – Federal Funding Requirements

APPENDICES

- A. INSURANCE REQUIREMENTS
- B. CHANGE ORDER FORM
- C. PAY REQUEST FORM
- D. CERTIFICATE OF SUBSTANTIAL COMPLETION

Attachments:

2022 SPECIFICATIONS prepared by City of Panama City Beach

ADDENDA :

- No.____, dated _____, 2023
- No.____, dated _____, 2023
- No.____, dated _____, 2023
- No.____, dated _____, 2023

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

6. The OWNER will pay the Contract Price to the CONTRACTOR in the manner and at such times as set forth in Contract Documents. Payment for invoices shall be made via ACH or Virtual Credit Card only.
7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
8. This Agreement shall be governed by the laws of the State of Florida.
9. All notices required or made pursuant to this Agreement shall be in writing and, unless otherwise required by the express terms of this Agreement, may be given either (i) by mailing same by United States mail with proper postage affixed thereto, certified, return receipt requested, or (ii) by sending same by Federal

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT

Express, Express Mail, Airborne, Emery, Purolator or other expedited mail or package delivery, or (iii) by hand delivery to the appropriate address as herein provided. Notices to OWNER required hereunder shall be directed to the following address:

If to Owner:

City of Panama City Beach

17007 Panama City Beach Parkway

Panama City Beach, FL 32413
ATTENTION: _____
Drew Whitman, City Manager
Fax No.: _____
(850) 233-5108

If to Contractor: _____

ATTENTION: Fax
No.: _____

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

10. CONTRACTOR recognizes that OWNER is exempt from sales tax and may wish to generate sales tax savings for the Project. Accordingly, to the extent directed by and without additional charge to OWNER, CONTRACTOR shall comply with and fully implement the sales tax savings program as more fully described in the Sales Tax Exemption Addendum. If required by OWNER, the Sales Tax Exemption Addendum shall be made a part of the Contract Documents.
11. The failure of OWNER to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a continuing waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
12. Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT

concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated, and superseded by this Agreement.

13. Should any provision of the Agreement be determined by a court with jurisdiction to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.
14. Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular, references to the singular include the plural. The term “including” is not limiting, and the terms “hereof”, “herein,” “hereunder,” and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement, unless stated otherwise. Additionally, the parties hereto acknowledge that they have carefully reviewed this Agreement and have been advised by counsel of their choosing with respect thereto, and that they understand its contents and agree that this Agreement shall not be construed more strongly against any party hereto, regardless of who is responsible for its preparation.
15. For this Project, OWNER has designated a Project Representative to assist OWNER with respect to the administration of this Agreement. The Project Representative to be utilized by OWNER for this Project shall be Kathy Younce, Assistant Public Works Director.
16. CONTRACTOR acknowledges and agrees that no interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which the OWNER, PROJECT REPRESENTATIVE, or ENGINEER may be responsible, in whole or in part, shall relieve CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from OWNER. CONTRACTOR expressly

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT

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

17. INSURANCE - BASIC COVERAGES REQUIRED

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

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

18. The Work contemplated by this Agreement is being funded in part from a grant from the Florida Department of Economic Opportunity. By entering this Agreement, Contractor acknowledges and agrees that:

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT

- a. Contractor shall also be bound to the terms of that Grant Agreement, which is attached to this Agreement as [].
- b. Contractor is bound by all applicable State and Federal laws, rules, and regulations.
- c. Contractor shall hold DEO and OWNER harmless against all claims of whatever nature arising out of the Contractor's performance of Work under this Agreement.
- d. Owner is required to document in its reports to DEO the Contractor's progress in performing its Work under this Agreement.
- e. Contractor shall comply with the requirements of 2 CFR Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contract under Federal Awards, attached to this Agreement as [].

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT

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

(SEAL)

OWNER:

CITY OF PANAMA CITY BEACH,
FLORIDA

ATTEST:

BY:

City Clerk

NAME: Drew Whitman
(Please type)

TITLE: City Manager

City Attorney (as to form only)

CONTRACTOR:

ATTEST:

BY: _____

NAME

(Please Type)

NAME:

(Please Type)

ADDRESS:

[END OF SECTION 00050]

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT

SECTION 00060

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

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

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto:

City of Panama City Beach

(Name of Owner)

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

(Address of Owner)

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

THE CONDITION OF THIS OBLIGATION is such that if the Principal performs its duties,
all the undertakings, covenants, terms, and conditions of that certain Contract between
the Principal and the OWNER, dated the _____ day of _____, 2023, a
copy of which is hereto attached and made a part hereof for the construction of:

**PANAMA CITY BEACH FRONT BEACH ROAD AND SOUTH THOMAS DRIVE ROADWAY
LIGHTING REPAIR AND IMPROVEMENT PROJECT**

(Project Name)

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT

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

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

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

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

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PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT

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

Principal

(Principal) Secretary

(SEAL)

BY _____

(Address)

Witness as to Principal

(Address)

(Surety)

ATTEST:

Witness to Surety

BY _____
Attorney-In-Fact

(Address)

(Address)

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

If CONTRACTOR is partnership, all partners should execute BOND.

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

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT

SECTION 00070

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

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

(Name of Surety)

(Address of Surety)

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

City of Panama City Beach

(Name of Owner)

17007 Panama City Beach Parkway, Panama City Beach, Florida 32413

(Address of Owner)

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

THE CONDITION OF THIS OBLIGATION is such that if the PRINCIPAL properly makes payment to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying:

**PANAMA CITY BEACH FRONT BEACH ROAD AND SOUTH THOMAS DRIVE ROADWAY
LIGHTING REPAIR AND IMPROVEMENT PROJECT**

(Project Name)

Principal with labor, materials, or supplies, used directly or indirectly by the Principal in the prosecution of the WORK provided for under that certain contract between the

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT

Principal and the OWNER, dated the ____ day of _____, 2023, a copy of which is hereto attached and made a part hereof for the construction of:

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

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

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

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

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

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT

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

Principal

(Principal) Secretary

(SEAL)

BY _____

(Address)

Witness as to Principal

(Address)

(Surety)

ATTEST:

Witness as to Surety

BY _____
Attorney-In-Fact

(Address)

(Address)

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

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

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

[END OF SECTION 00070]

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT

SECTION 00080

NOTICE OF AWARD

TO: _____

PROJECT DESCRIPTION:

**PCB24-11 ITB PANAMA CITY BEACH FRONT BEACH ROAD AND SOUTH THOMAS
DRIVE ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT**

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 _____, 2023 and _____, 2023 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.

The Information for Bidders require you 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 _____, 2023.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT

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]

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT

SECTION 00090

NOTICE TO PROCEED

TO: _____

PROJECT DESCRIPTION:

**PANAMA CITY BEACH FRONT BEACH ROAD AND SOUTH THOMAS DRIVE ROADWAY
LIGHTING REPAIR AND IMPROVEMENT PROJECT**

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 2023 on or before _____, 2023, and you are to substantially complete the WORK within **60** consecutive calendar days thereafter. The date of Substantial Completion is therefore _____, 2023. You are to achieve Final Completion within **30** days of achieving Substantial Completion. You must acknowledge and return a copy of this Notice to Proceed to the City within **10** calendar days of your receipt of this Notice.

CITY OF PANAMA CITY BEACH

By: _____

Name: Drew Whitman

Title: City Manager

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged

By _____
(Company Name)

This the _____ day of _____, 2023

(Signature)

(Type or Print Name)

(Title)

[END OF SECTION 00090]

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT

SECTION 00095
STATEMENT UNDER SECTION 287.087
FLORIDA STATUTES, ON PREFERENCE TO BUSINESSES WITH
DRUG-FREE WORKPLACE PROGRAMS

IDENTICAL TIE BIDS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more BIDS which are equal with respect to price, quality and service are received by the OWNER for this PROJECT, 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, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under BID a copy of the statement specified in paragraph (1).
4. In the statement specified in paragraph (1), notify the employees that, as a condition of working on the commodities or contractual services that are under BID, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace not later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program is such is available in the employee's community, by an employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this Section.

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

BIDDER SIGNATURE

[END OF SECTION 00095]

DRUG FREE WORKPLACE 00095-1

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT

SECTION 00096
CERTIFICATE OF COMPLIANCE WITH THE FLORIDA TRENCH SAFETY ACT

Bidder acknowledges sole responsibility for complying with the Florida Trench Safety Act (Act) under Section 653.60, Florida Statutes and Occupational Safety and Health Administration's excavation safety standard 29 CFR 1926.650 (Subpart P as amended). Bidder further acknowledges that included in the various items of the proposal and in the Total Lump Sum Bid are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The bidder further identifies the costs to be summarized below:

	Trench Safety Method (Description)	Units of Measure (LF, SY)	Unit (Quantity)	Extended Cost	Unit Extended Cost
A.	_____	_____	_____	_____	_____
B.	_____	_____	_____	_____	_____
C.	_____	_____	_____	_____	_____
D.	_____	_____	_____	_____	_____
				Total:	\$ _____

Failure to complete the above may result in the bid being declared non-responsive. The costs indicated above are provided to comply with the Act and shall not constitute grounds for any additional compensation to that listed for the separate line items of the Bid Form.

By: _____

Bidder _____

Date _____

Authorized Signature

SECTION 00097

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

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

1. This sworn statement is submitted to _____
by _____
For _____
Whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(if the entity has no FEIN, include the Social Security Number of the individual signing
this sworn statement): _____

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

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

3. I understand that "affiliate" as defined in Section 2871.33 (1)(a) , Florida Statutes, means:
- (a.) A predecessor or successor of a person convicted of a public entity crime, or
 - (b.) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners,

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT

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

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

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

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

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

_____ The person submitting this sworn statement, or an affiliate of the person has been charged with and convicted of a public entity crime causing such person or affiliate to be placed on the convicted vendor list within the last thirty-six (36) months. However, it has been determined, pursuant to Section 287.133, Florida Statutes, that 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 reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT

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 contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

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

By: _____

Print name: _____

Its: _____

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

Personally known _____ OR Produced identification _____

Notary Public- State of _____

My commission expires _____

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

[END OF SECTION 00097]

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT

CONTRACTOR E-VERIFY FORM

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

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

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

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

Authorized Signature

Printed Name

Title

Name of Entity/Corporation

STATE OF FLORIDA _____
COUNTY OF _____

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

Notary Public

My Commission Expires: _____
NOTARY SEAL ABOVE

Printed Name

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT

SECTION 00100

GENERAL CONDITIONS

- | | | | |
|-----|---|-----|---|
| 1. | Definitions | 25. | Engineer's Authority |
| 2. | Additional Instructions
and Detail Drawings | 26. | Land and Right-of-Ways |
| 3. | Schedules, Reports and
Records | 27. | Guarantee |
| 4. | Intent of the Contract
Documents, Drawings and
Specifications | 28. | Claims and Disputes |
| 5. | Shop Drawings | 29. | Taxes |
| 6. | Materials, Services, and
Facilities | 30. | Contract Time, Schedule of the Work,
and Time Extensions |
| 7. | Inspection and Testing | 31. | Use of Site |
| 8. | Substitutions | 32. | Temporary Facilities |
| 9. | Patents | 33. | Clean Up and Disposal of Waste
Materials |
| 10. | Surveys, Permits,
Regulations, and Project
Layout | 34. | Warranty of Title |
| 11. | Protection of Work,
Property, Persons | 35. | Ownership of Hidden Valuable Materials |
| 12. | Supervision by Contractor | 36. | As-Built Plans and Documents to be
kept at the Site |
| 13. | Changes in the Work | 37. | Silence of Specifications |
| 14. | Changes in Contract Price | 38. | Gratuities |
| 15. | Time for Completion and
Liquidated Damages | 39. | Audit and Access to Records |
| 16. | Correction of Defective Work | 40. | Equal Opportunity Requirements |
| 17. | Suspension of Work,
Termination, and Delay | 41. | Changed Conditions |
| 18. | Payments to Contractor | 42. | Compliance with Laws |
| 19. | Acceptance of Final
Payment as Release | 43. | Public Entity Crimes |
| 20. | Contract Security | 44. | Insurance Requirements |
| 21. | Assignments | | |
| 22. | Indemnification | | |
| 23. | Separate Contracts | | |
| 24. | Subcontracting | | |

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT

1.0 DEFINITIONS

- 1.1 Unless otherwise expressly noted, wherever used in the Contract Documents the following terms shall have the meanings indicated and shall be applicable to both the singular and plural thereof:
- 1.2 ADDENDA - Written or graphic instruments, issued by Owner or Engineer prior to the execution of the Agreement, which modify or interpret any of the Contract Documents by additions, deletions, clarifications, or corrections.
- 1.3 BID - The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
- 1.4 BIDDER - Any person, firm, or corporation submitting a Bid for the Work.
- 1.5 BONDS - Bid, Performance, and Payment Bonds and other instruments or surety, furnished by the Contractor and the Contractor's surety in accordance with the Contract Documents.
- 1.6 CHANGE ORDER - A written order to the Contractor issued in accordance with the procedures set forth in the Contract Documents, authorizing an addition, deletion, or revision in the Work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract Price or Contract Time.
- 1.7 CONSTRUCTION CHANGE DIRECTIVE – A Construction Change Directive is a written order prepared by the Engineer and signed by the Owner, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Price or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Agreement, order changes in the Work within the general scope of the Agreement consisting of additions, deletions or other revisions, the Contract Price and Contract Time being adjusted accordingly.
- 1.8 CONTRACT DOCUMENTS – Collectively the Agreement, Proposal Form, Payment Bond, Performance Bond, General Conditions, Supplemental Conditions, if any, Notice of Award, Notice to Proceed, Drug Free Workplace Program Statement, Trench Safety Act Certificate of Compliance, Public Entity Crimes Statement, Certificate of Insurance, Release and Affidavit from Contractor, Release and Affidavit from Subcontractor, Application and Certificate for Payment, Certificate of Substantial Completion, Contract Change Order(s), Construction Change Directives, Field Orders, Drawings, Specifications and Addenda. The Contract Documents are sometimes referred to herein as the Agreement.

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT

- 1.9 CONTRACT PRICE - The total compensation payable by Owner to Contractor under the terms and conditions of the Contract Documents.
- 1.10 CONTRACT TIME - The total period of time beginning with the date of commencement of the Work as authorized by the City and ending on the required date for Substantial Completion of the Work. The Contract Time is set forth with more specificity in Section 2 of the Agreement.
- 1.11 CONTRACTOR - The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative.
- 1.12 CITY or OWNER – The City of Panama City Beach, Florida, acting through its City Council and Charter Officers.
- 1.13 DRAWINGS - The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location, and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.
- 1.14 ENGINEER - The person, firm or corporation named as such in the Agreement.
- 1.15 FIELD ORDER - A written order effecting a clarification or change in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time, issued by Engineer or Owner to Contractor during construction.
- 1.16 NOTICE OF AWARD - The written notice of the acceptance of the Bid from the City to the successful Bidder.
- 1.17 NOTICE TO PROCEED - Written communication issued by the City to the Contractor authorizing it to proceed with the Work and establishing the date for commencement of the Work.
- 1.18 OWNER - Same as CITY; same as City of Panama City Beach, Florida.
- 1.19 PROJECT – The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the City or by separate contractors and is formally known as the Panama City Beach – “Street Resurfacing Project - 2010.”
- 1.20 PROJECT ADMINISTRATION MANUAL (sometimes referred to herein as the “MANUAL”) – The City’s manual of forms and standard administrative

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT

procedures regarding project administration. Contractor acknowledges and agrees it has received a copy of the current Manual and shall incorporate any modifications or updates issued by the City into its copy of the Manual to ensure the Manual is kept up to date.

- 1.21 PROJECT REPRESENTATIVE -The Project Representative shall be the City's representative with respect to the Project and may be a City employee or an outside consultant. The Project Representative shall have authority to transmit instructions, receive information, and interpret and define the City's policies and decisions with respect to the Work. However, except as may be otherwise expressly authorized in writing by the City, the Project Representative is not authorized on behalf of the City to issue any verbal or written orders or instructions to Contractor that would have the effect, or be interpreted to have the effect, of amending or modifying the terms or conditions of the Contract Documents or modifying or amending in any way whatever the: (1) scope or quality of Work to be performed and provided by Contractor as set forth in the Contract Document; (2) the time within which Contractor is obligated to complete the Work; or (3) the amount of compensation the City is obligated or committed to pay Contractor as set forth in the Contract Documents.
- 1.22 SHOP DRAWINGS - All drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by the Contractor, a Subcontractor, manufacturer, supplier, or distributor, which illustrate how specific portions of the Work shall be fabricated or installed.
- 1.23 SPECIFICATIONS - The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.
- 1.24 SUBCONTRACTOR - An individual, firm, or corporation having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the site.
- 1.25 SUBSTANTIAL COMPLETION - That date certified by the Engineer when the Work or an Owner specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Work or the Owner specified part thereof can be utilized by Owner for the purposes for which it is intended.
- 1.26 SUPPLEMENTAL CONDITIONS - Modifications to the General Conditions required by Owner, set forth in the Section 00800 series of documents.
- 1.27 SUPPLIER - Any person or organization who supplies materials or equipment for
GENERAL CONDITIONS 00100-4

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT

the Work for or on behalf of Contractor, including those fabricated to a special design, but who does not perform labor at the site.

1.28 WORK - The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

2.0 ADDITIONAL INSTRUCTION AND DETAIL DRAWINGS

2.1 From time to time, Contractor may be furnished additional instructions and detail drawings by the Engineer as necessary to permit Contractor to carry out the Work required by the Contract Documents.

2.2 Any such additional drawings and instructions supplied to Contractor shall be issued as a Field Order. The Contractor shall carry out the Work in accordance with the additional detail drawings and instructions.

3.0 SCHEDULES, REPORTS AND RECORDS

3.1 The Contractor shall submit to the City such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records, and other data where applicable as are required by the Contract Documents for the Work to be performed.

3.2 Contractor shall prepare and provide its construction progress schedule ("Construction Schedule") prior to submitting its first Application for Payment, showing the order in which the Contractor proposes to carry on the Work, including dates at which the various parts of the Work will be started, estimated date of completion of each part and, as applicable, the dates at which special drawings will be required and dates for submission of Shop Drawings, the beginning of manufacture, the testing and the installation of materials, supplies and equipment. Further, the Construction Schedule shall not only include the overall progress schedule for the Work to be provided by Contractor hereunder, but also shall include reasonable time periods for Engineer's performance, as accepted by Engineer. The Construction Schedule and any other schedules required by the City hereunder shall be updated monthly. The Construction Schedule and all updates to it shall not exceed the time periods established in the Contract Documents and shall be subject to the City's and Engineer's review and comment. Contractor's submittal of a satisfactory Construction Schedule and updates thereto and the City's acceptance of same shall be a condition precedent to the City's obligation to pay Contractor; provided, however, the

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT

acceptance of any such schedule or update by Owner shall not be deemed an admission by Owner that such schedule or update is reasonable, accurate or correct.

3.3 The Contractor shall also submit a schedule of payments, for Owner's review and approval that the Contractor anticipates will be earned during the course of the Work.

4.0 INTENT OF THE CONTRACT DOCUMENTS, DRAWINGS AND SPECIFICATIONS

4.1 It is the intent of the Contract Documents to describe a functionally complete Project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for in the Contract Documents. If the Contract Documents include words or terms that have a generally accepted technical or industry meaning, then such words or terms shall be interpreted to have such standard meaning unless otherwise expressly noted in the Contract Documents. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in affect at the time the Work is performed, except as may be otherwise specifically stated herein. Provided, however, in the event the standard specification, manual, code, law or regulation is changed after the Agreement has been executed by the parties, a Change Order shall be issued equitably adjusting the Contract Price and/or Contract Time to the extent such change materially impacts the Contract Time and/or Contract Price.

4.2 Contractor shall perform the Work consistent with the intent of the Drawings, Specifications, and other Contract Documents, and Contractor shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the Work in accordance with the Contract Documents and all incidental items necessary to complete the Work in an acceptable manner, ready for use, occupancy or operation by the City.

4.3 Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the Drawings,

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT

Specifications or other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon Contractor, as determined by the City.

- 4.4 If during the performance of the Work Contractor discovers a conflict, error, or discrepancy in the Contract Documents, including the Drawings and Specifications, Contractor immediately shall report same to Engineer and Owner in writing, and before proceeding with the Work affected thereby, shall obtain a written interpretation or clarification from Engineer. Work done by the Contractor after discovery of such conflict, error, or discrepancy without such written interpretation or clarification from Engineer, shall be done at the Contractor's risk. Prior to commencing the Work, Contractor shall first take all necessary field measurements and verify the applicable field conditions. After taking such measurements and verifying such conditions, Contractor shall carefully compare such measurements and conditions with the requirements of the Contract Documents, taking into consideration all other relevant information known to Contractor, for the purpose of identifying and bringing to Engineer's and City's attention all conflicts or discrepancies with the Contract Documents. Contractor is solely responsible for verifying all field measurements and conditions.
- 4.5 Contractor shall comply with the City's standard forms and procedures as set forth in the City's Project Administration Manual relating to Project administration. To the extent there is no form or procedure for a particular matter, then Contractor shall comply with the form or procedure reasonably required by the City. Once a standard form has been executed by Contractor and Owner as necessary, the executed copy shall become part of the Contract Documents.
- 5.0 SHOP DRAWINGS
- 5.1 The Contractor shall provide shop drawings as may be necessary for the prosecution of the Work as required by the Contract Documents. The Engineer shall promptly review all shop drawings. The Engineer's approval of any shop drawing shall not release the Contractor from responsibility for deviations from the Contract Documents. Any shop drawing which deviates from the requirements of the Contract Documents must be first authorized by a Change Order.
- 5.2 When submitted for the Engineer's review, shop drawings shall bear the Contractor's certification that it has reviewed, checked, and approved the shop drawings and that they are in conformance with the requirements of the Contract Documents.

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT

- 5.3 Portions of the Work requiring a shop drawing or sample submission shall not begin until the shop drawing or submission has been approved by the Engineer. A copy of each approved shop drawing and each approved sample shall be kept in good order by the Contractor at the site and shall be available to the Engineer.
- 6.0 MATERIALS, SERVICES AND FACILITIES
- 6.1 It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete and deliver the Work within the Contract Time.
- 6.2 Materials and equipment shall be stored by Contractor to ensure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection.
- 6.3 Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used cleaned and conditioned as directed by the manufacturer.
- 6.4 Materials, supplies, and equipment shall be in accordance with samples submitted by the Contractor and approved by the Engineer.
- 6.5 Materials, supplies and equipment to be incorporated into the Work shall not be purchased by the Contractor or the Subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest or lien is retained by the seller.
- 7.0 INSPECTION AND TESTING
- 7.1 All materials and equipment used in the construction of the Project shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the Contract Documents or required by applicable governmental law, rule or regulation.
- 7.2 The City, Engineer, their respective representatives, agents and employees and governmental agencies with jurisdiction over the Project shall have access at all times to the Work whether the Work is being performed on or off of the Project site, for their observation, inspection, and testing. Contractor shall provide proper and safe conditions for such access, and also for any inspection or testing thereof. Contractor shall provide the City and Engineer with timely prior written

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT

notice (at least 48 hours) of the readiness of the Work for all required inspections, tests, or approvals. In addition, authorized representatives, and agents of any participating Federal or State agency shall be permitted to inspect all Work, materials, payrolls, personnel records, material invoices, and other relevant data and records.

- 7.3 The Contractor shall provide at the Contractor's expense all testing and inspection services required by the Contract Documents or any applicable governmental law, rule, or regulation. Re-inspection and re-testing fees and costs of all testing failures shall be at the Contractor's expense.
- 7.4 If the Contract Documents or any applicable governmental law, rule, or regulation requires any portion of the Work to specifically be inspected, tested, or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish the Engineer the required certificates of inspection, testing, or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the City and Engineer.
- 7.5 Neither observations by Engineer or the City, nor inspections, tests or approvals by the Engineer or others shall relieve the Contractor from the obligations to perform the Work in accordance with the requirements of the Contract Documents.
- 7.6 If any Work is covered contrary to the written instruction of the Engineer, it must, if requested by the Engineer, be uncovered for the Engineer's observation, and replaced at the Contractor's expense.
- 7.7 If any Work that is to be inspected, tested or approved pursuant to the Contract Documents or any applicable governmental law, rule or regulation is covered without such inspection, testing or approval having been satisfactorily obtained by Contractor and without obtaining the written concurrence from Engineer, Contractor shall uncover, expose or otherwise make available the Work for such observation, inspection or testing as directed by Engineer, and Contractor shall be responsible for all such costs of uncovering, exposing, observation, inspection, testing, and reconstruction.
- 7.8 If the Engineer considers it necessary or advisable that covered Work be inspected or tested by others that was not otherwise required to be tested or inspected by the terms of the Contract Documents or any applicable governmental law, rule or regulation, the Contractor, at the Engineer 's request, will uncover, expose or otherwise make available for observation, inspection or testing as the Engineer may require, that portion of the Work in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT

such Work is defective, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection, and testing and of satisfactory reconstruction. If, however, such Work is not found to be defective, the Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate Change Order shall be issued.

8.0 SUBSTITUTIONS

8.1 Whenever a material, article, or piece of equipment is identified on the Drawings or Specifications by reference to brand name or catalogue numbers, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function may be considered. The Contractor may recommend the substitution of a material, article, or piece of equipment of equal substance, quality, and function for those referred to in the Contract Documents by reference to brand name or catalogue number, and if, in the opinion of the Engineer, such material, article, or piece of equipment is of equal substance, quality and function to that specified, the Engineer may allow its substitution and use by the Contractor. If the Contractor based its bid on "or equal" products and the City and/or Engineer determine that one or more of the Contractor's proposed "or equal" products included in its bid fails to meet the requirements of the Contract Documents, Contractor may be required, at City's sole discretion, to provide products conforming with the requirements of the Contract Documents at no additional cost to the City per the City's direction.

8.2 If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall certify that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. Contractor shall also certify that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of Substantial Completion of the Work within the Contract Time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. Contractor shall also provide an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT

contractors affected by the resulting change, all of which shall be considered by Engineer in evaluating the proposed substitute. Engineer or Owner may require Contractor to furnish at Contractor's expense additional data about the proposed substitute. Further, Contractor shall reimburse Owner for the changes of Engineer and Engineer's consultants for evaluating each proposed substitute submitted after the effective date of the Agreement and all costs resulting from any delays in the Work while the substitute was undergoing review.

9.0 PATENTS

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

10.0 SURVEYS, PERMITS, REGULATIONS, AND PROJECT LAYOUT

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

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

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

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT

- 10.4 Should the Contractor in the course of its Work find that the points, grades and levels which are shown upon the Drawings are not conformable to the physical conditions of the locality at the proposed work or structure, it shall immediately inform the Engineer of the discrepancy between actual physical conditions of the locality of the proposed work, and the points, grades and levels which are shown on the drawings. No claim shall be made by the Contractor against the City for compensation or damage by reasons of failure of the Engineer to represent upon the Drawings points, grades, and levels conformable to the actual physical conditions of the locality of the proposed work.
- 10.5 All permits and licenses necessary for the prosecution of the Work shall be secured and paid for by the Contractor unless otherwise expressly noted in the Contract Documents. These shall include all building permits, burn permits, debris disposal permits, etc. All licenses, easements and variances for permanent structures or permanent changes in existing facilities shall be secured and paid for by the City, unless otherwise specified in the Contract Documents. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and governmental permits and approvals bearing on the conduct of the Work as drawn and specified. If the Contractor observes that the Contract Documents are at variance therewith, the Contractor shall promptly notify the Engineer and City in writing, and any necessary changes shall be adjusted as provided in Section 13 below.
- 11.0 PROTECTION OF WORK, PROPERTY, AND PERSONS
- 11.1 The Contractor is responsible for the safety and protection of all persons and property on or about the Project site during the progress of the Work, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction. Further, it is Contractor's responsibility to protect from damage or loss all material and equipment to be incorporated into the Work whether in storage on or off the Project site. Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with the Work and shall develop and implement, in accordance with the requirements of the Contract Documents, a safety plan for the Work. Contractor's safety plan shall include a hurricane protection plan. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by the City has occurred.
- 11.2 The Contractor will comply with all applicable codes, laws, ordinances, rules, regulations and orders of the City and any public body having jurisdiction over the Work, including the Occupational Safety and Health Administration (OSHA)

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT

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

- 11.3 Barricades, Guards and Safety Provisions: To protect persons from injury and to avoid property damage, adequate barricades, construction signs, torches, red lanterns, and guards shall be placed and maintained during progress of construction work and until it is safe for both pedestrians and vehicular traffic. Rules and regulations of local authorities regarding safety provisions shall be observed.
- 11.4 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instructions or authorization from the Engineer or City, shall act to prevent threatened damage, injury, or loss. The Contractor will give the Engineer prompt written notice of any such emergency and to the extent the emergency was not caused by the fault or neglect of Contractor or anyone for whom Contractor is responsible, a Change Order shall be issued covering the necessary and reasonable changes and deviations involved.
- 11.5 At all times during the performance of the Work at the Project site, Contractor shall have designated, and located on a full-time basis at the Project site, a qualified individual whose responsibility shall be to monitor and enforce Contractor's safety program at the Project site; such individual shall be deemed to be the Contractor's Project Superintendent. However, Contractor may designate by written notice to the City another individual, reasonably acceptable to the City, who shall be Contractor's safety representative at the Project site.
- 11.6 Alcohol, drugs, and all illegal substances are strictly prohibited on the Project site and any City property. All employees of Contractor, as well as those of all Subcontractors and those of any other person or entity for whom Contractor is legally liable (collectively referred to herein as "Employees"), shall not possess or be under the influence of any such substances while on the Project site or any City property. Further, employees shall not bring on to the Project site or any City property any gun, rifle or other firearm, or explosives of any kind. Provided, however, to the extent explosives are reasonably required with respect to the

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT

performance of the Work, Contractor shall strictly comply with the Contract Documents and any and all rules and regulations of Owner or of any applicable governmental agency as it relates to the storage, handling, and use of such explosives.

12.0 SUPERVISION BY CONTRACTOR

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

13.0 CHANGES IN THE WORK

13.1 The City may at any time during the progress of the Work, as the need arises and in its sole discretion, order changes within the general scope of the Work without invalidating the Agreement. Promptly after being notified of a change, but in no event more than fourteen (14) days after its receipt of such notification (unless the City has agreed in writing to a longer period of time), Contractor shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, no addition or changes to the Work shall be made except upon a properly issued Change Order, Construction Change Directive or Field Order. No officer, employee or agent of the City is authorized to direct any extra or changed work without a properly issued Change Order, Construction Change Directive, or Field Order.

13.2 All changes to the Work must be authorized by means of a written Change Order that is mutually agreed to by the City and Contractor or a Construction Change Directive issued by the City, or a Field Order issued by the City or Engineer. If the change is to be accomplished through a Change Order, the Change Order, in the form set forth in the City's Project Administration Manual, shall be prepared by Contractor, reviewed by Engineer and the City, and executed promptly by the parties after an agreement is reached between Contractor and the City concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Price and Contract Time shall be adjusted in the Change Order in the manner as the City and

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT

Contractor shall mutually agree. The Change Order shall identify the changed work. Also, where the Contract Price is based upon unit prices, a Change Order may be used for work for which quantities have been altered from those shown in the bidding schedule, as well as decreases or increases in the quantities of installed units which are different than those shown in the bidding schedule because of final measurements. All changes must be recorded on an executed Change Order before they can be included in a monthly Application for Payment.

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

14.0 CHANGES IN CONTRACT PRICE

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT

- 14.1 The Contract Price may be changed only by a Change Order or Construction Change Directive issued in accordance with the terms of the Contract Documents. If the Change Order or Construction Change Directive provides for an adjustment to the Contract Price, the adjustment shall be based on one of the following methods: mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation; or unit prices stated in the Contract Documents or subsequently agreed upon; or cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or on a time and material basis.
- 14.2 In the event the Owner elects to proceed with changed work on a time and material basis, the following provisions shall apply:
- 14.2.1 For all labor, including a foreman in direct charge of the specified operations, the Contractor shall receive a sum equal to the current standard local rate of wages actually paid for every hour that the labor is actually engaged in such changed work, plus the actual cost of social security taxes, unemployment insurance, and workmen's compensation insurance based on the actual wages paid for such labor, to which cost shall be added an amount equal to ten percent (10%) thereof for all overhead and profit (including all general supervision and for furnishing and repairing small tools and ordinary equipment used in doing the changed work).
 - 14.2.2 For all materials used, the Contractor shall receive the actual cost of such materials, including freight charges as shown by original receipted bills, to which cost shall be added an amount equal to ten percent (10%) thereof for all overhead and profit.
 - 14.2.3 For any construction equipment or special equipment including fuel and lubricants therefor, required for the economic performance of the changed work, the Engineer shall allow the Contractor a rental price, to be agreed upon in writing before such work is begun, for every hour that such construction equipment or special equipment is actually operated on the work, which rental price shall include all overhead and profit. Such hourly rental price shall not exceed 1/176 part of the monthly rate stated for such equipment in the latest edition of the "Compilation of Rental Rates for Construction Equipment" by Associated Equipment Distributors.
 - 14.2.4 Subcontractors are subject to the above and the Contractor mark-up for overhead and profit shall not exceed five percent (5%) of the

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT
amount due to the Subcontractor.

- 14.2.5 The Contractor shall keep and present, in such form as the Engineer may prescribe, an itemized accounting of all time and material costs, together with appropriate supporting data.

15.0 TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- 15.1 Time is of the essence in the performance of the Work under this Agreement. The date of beginning and the time for completion of the Work are essential conditions of the Contract Documents. The required date of commencement of the Work shall be established in the Notice to Proceed to be issued by the City. As noted in the Agreement, Contractor shall commence the Work within ten (10) calendar days after the required date of commencement. Any Work performed by Contractor prior to the required date of commencement shall be at the sole risk of Contractor. The Notice to Proceed shall be issued within thirty (30) days of the execution of the Agreement by the City. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement of the City and Contractor. If the Notice to Proceed has not been issued within the thirty (30) day period or within the period mutually agreed upon, the Contractor may terminate the Agreement without further liability on the part of either party by providing the City written notice of such termination, in which event such termination shall be deemed a termination for convenience of the City as set forth in Section 17.5 below. Provided, however, notwithstanding anything in the Contract Documents to the contrary, in the event of such termination pursuant to this Section 15.1, Contractor acknowledges and agrees that no payments will be due to the Contractor, nor shall the City make any payments to Contractor for any Work that would have been authorized under the Agreement once executed by both parties.
- 15.2 The Contractor will proceed with the Work at such rate of progress to ensure Substantial Completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the City, that the Contract Time for Substantial Completion of the Work is a reasonable period of time. The Construction Schedule shall include the date the Work must be substantially completed by Contractor and all interim milestones required by the City. Substantial Completion of the Work shall be achieved when the Work has been completed to the point where the City can occupy or utilize the Work for its intended purpose. The Engineer shall certify the date Substantial Completion of the Work is achieved. If the City has designated portions of the Work to be turned over to the City prior to Substantial Completion of the entire Work as provided in Section 15.3 below, the Engineer shall certify the date as to when Substantial Completion of such designated portions of the Work have been achieved. The

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT

entire Work shall be fully completed and ready for final acceptance by the City within (30) calendar days after Substantial Completion of the Work or thirty (30) days after Contractor's receipt of the punch list, whichever date occurs last.

15.2.1 Once the Contractor believes it has achieved Substantial Completion of the Work, it shall notify the City and Engineer in writing and request a substantial completion inspection. Concurrent with its delivery of such written notice, Contractor shall submit its initial punch list for the City's and Engineer's review. Any Work remaining to be completed or any defective work to be remedied shall be listed on the punch list. Once the substantial completion inspection has been made, Owner and Engineer shall modify the Contractor's initial punch list to include all items to be completed or repaired by Contractor in order to achieve final acceptance of the Work. Thereafter, the Engineer shall provide Contractor a copy of the final punch list. Such final punch list shall be in compliance with the Contract Documents and all applicable laws, including Section 218.735 of the Florida Statutes. Accordingly, if the Contract Price is less than \$10 million, Engineer shall provide the final punch list to Contractor within (30) calendar days after Contractor has achieved Substantial Completion. If the Contract Price is \$10 million or more, Engineer shall provide the final punch list to Contractor within (60) calendar days after Contractor has achieved Substantial Completion. Contractor acknowledges and agrees that the failure to include any corrective work or pending items not yet completed on the punch list does not alter the responsibility of Contractor to complete all the Work required under this Contract.

15.3 The City may take early occupancy of all or any portions of the Work, at the City's election, by designating in writing to Contractor the specific portions of the Work to be occupied and the date such occupancy shall commence. If any such specific early occupancy was not expressly identified in the bidding documents issued with respect to this Agreement (as they may have been modified by any applicable Addenda) and such early occupancy adversely impacts Contractor's cost or time of performance, Contractor shall be entitled to an equitable adjustment to the Contract Price and the Contract Time, all in accordance with the other terms and conditions of the Contract Documents.

15.4 The City and Contractor recognize that, since time is of the essence for this Agreement, the City will suffer financial loss if the Work is not substantially completed within the Contract Time, as said time may be adjusted as provided for herein. In such event, the total amount of the City's damages, will be difficult, if not impossible, to definitely ascertain and quantify, because this is a public construction project that will, when completed, benefit the public. It is hereby agreed that it is appropriate and fair that the City receive liquidated damages from Contractor if Contractor fails to achieve Substantial Completion of the Work

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT

within the required Contract Time. Should Contractor fail to substantially complete the Work within the Contract Time, the City shall be entitled to assess, as liquidated damages, but not as a penalty, the amount for liquidated damages as specified in the Agreement for each calendar day thereafter until Substantial Completion is achieved. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the City's actual damages at the time of contracting if Contractor fails to achieve Substantial Completion of the Work within the Contract Time.

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

16.0 CORRECTION OF DEFECTIVE WORK

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

- 16.2 If the Contractor does not take action to correct defective Work or to remove and replace rejected defective Work or if Contractor fails to comply with any of the provisions of the Contract Documents within ten (10) days after receipt of written notice from the City or Engineer, the City may correct and remedy any such deficiency at the expense of the Contractor. To the extent necessary to complete

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT

corrective and remedial action, the City may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which the City has paid Contractor but which are stored elsewhere. Contractor shall allow the City, Engineer and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable the City to exercise the rights and remedies under this Section. All direct, indirect, and consequential costs of the City in exercising such rights and remedies shall be at Contractor's expense, and a Change Order or a Construction Change Directive shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Price. Such direct, indirect, and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, and all costs of repair and replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by the City of the City's rights and remedies hereunder.

17.0 SUSPENSION OF WORK, TERMINATION, AND DELAY

17.1 The City shall have the right to suspend the Work or any portion thereof for a period of not more than ninety (90) days or such additional time as agreed upon by the Contractor, upon giving Contractor written notice of such suspension to the Contractor. The City or Engineer shall fix the date on which Work shall be resumed. The Contractor will resume that Work on the date so fixed unless otherwise directed by the City. Provided Contractor strictly complies with the Change Order and Claims procedures set forth in the Contract Documents, Contractor will be entitled to a Change Order adjusting the Contract Price and Contract Time, as provided in the Contract Documents, to the extent attributable to any such suspension, unless said suspension is due to the fault or neglect of Contractor or anyone for whom Contractor is responsible.

17.2 If, through no act or fault of the Contractor, the Work is suspended for a period of more than ninety (90) days by the City or under an order of court or other public authority, or the Engineer fails to act on any request for payment within thirty (30) days after it is submitted, or the City fails to pay the Contractor any undisputed amounts within thirty (30) days of its approval, then the Contractor may after ten (10) days from delivery of a written notice to the City and the Engineer and the City's failure to cure such default (or a maximum of sixty (60) days in the event the default cannot reasonably be cured within ten (10) days

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT

provided that the City commences to cure within ten (10) days and thereafter diligently and continuously pursues said cure) terminate the Agreement and recover from the City payment for all Work properly executed and reasonable termination expenses sustained. In addition, and in lieu of terminating the Agreement, if the Engineer has failed to act on a request for payment or if the City has failed to make any payment within the aforesaid thirty (30) day periods, the Contractor may upon ten (10) days written notice to the City and the Engineer stop the Work until paid all amounts then due, in which event and upon resumption of the Work, a Change Order shall be issued adjusting the Contract Price and Contract Time as provided in the Contract Documents.

17.3 Contractor shall be considered in material default of the Agreement and such default shall be considered cause for the City to terminate the Contractor's right to continue to perform under the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the City or Engineer or as provided for in the approved Construction Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work contrary to the requirements of the Agreement; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to comply with any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) fails to supply sufficient skilled workmen or suitable materials or equipment; or (11) fails to promptly pay its Subcontractors and Suppliers; or (12) disregards the authority of the City or Engineer; or (12) materially breaches any other provision of the Contract Documents. In rendering its decision as to whether one of the causes under Section 17.3 exist which would permit the City to terminate the Agreement, the City shall be entitled to rely upon the determination of the Engineer concerning such matter.

17.3.1 In such event, and after giving the Contractor and its surety a minimum of ten (10) days from delivery of a written notice to cure any such default (or a maximum of sixty (60) days in the event the default cannot reasonably be cured within ten (10) days provided that Contractor commences to cure within ten (10) days and thereafter diligently and continuously pursues said cure), the City may at its option, and without releasing or waiving its rights and remedies against Contractor's sureties and without prejudice to any other right or remedy, terminate Contractor's right to proceed under the Agreement in whole or in part,

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT

and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, take assignments of any of Contractor's subcontracts and purchase orders that the City may designate, and finish the Work by whatever method the City in its sole discretion may deem expedient.

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

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

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

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

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT

right to proceed pursuant to Section 17.3, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that the City is not entitled to the remedies against Contractor provided herein, then such termination shall be deemed a termination for the City's convenience and Contractor's remedies against the City shall be the same as and limited to those afforded Contractor under Section 17.5 below.

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

18.0 PAYMENT TO CONTRACTOR

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

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

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT

shall be subject to City's satisfaction. City has the discretion whether or not to pay for such unincorporated materials.

- 18.1.2 The Engineer will, within ten (10) days after receipt of each Application for Payment, indicate in writing its recommendation as to that portion of the payment being requested by Contractor in the Application for Payment which Engineer believes is due and payable. The City shall pay Contractor that portion of the Application for Payment approved by Engineer and Owner within fifteen (15) days of the City's receipt of the Engineer's payment recommendation.
- 18.1.3 City shall retain an amount equal to 5% of the approved amount to be paid Contractor under each monthly Application for Payment. The retainage shall be accumulated and not released to Contractor until final payment is due. Provided, however, the City reserves the right, in its sole discretion, to reduce such retainage prior to final payment; but at no time shall the retainage be reduced to less than three percent (3%) prior to Contractor achieving Substantial Completion. Provided, further however, if at any time during this Agreement, and in the City's sole discretion, the City becomes dissatisfied with Contractor's performance or if Contractor is in default, the City shall have the right to reinstate the full amount of retainage at five percent (5%).
- 18.1.4 Monthly payments to Contractor shall in no way imply approval or acceptance of the Work.
- 18.1.5 Each Application for Payment shall be accompanied by a claim release and waiver in the form set forth in the City's Project Administration Manual from Contractor for all materials, labor, equipment, services, and other bills associated with that portion of the Work payment is being requested in that Application for Payment. Further, each Application for Payment shall be accompanied by a claim release and waiver in the form set forth in the City's Project Administration Manual from all Subcontractors and Suppliers evidencing their payment in full through the previous month's Application for Payment. Also, each Application for Payment shall be accompanied by an updated Construction Schedule, a list inventorying all stored materials, a monthly progress status report, and any other document reasonably requested by City. The City shall not be required to make payment until and unless such releases, documents and information are furnished by Contractor. Further, if Contractor is withholding any portion of a payment to any Subcontractor or Supplier for any labor, services, or materials for which the City has paid Contractor, Contractor agrees to refund such money to the City upon demand by the City.
- 18.1.6 Engineer shall review each Application for Payment submitted by Contractor and shall make recommendations to the City as to the proper amounts, if any, which

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT

may be owed Contractor thereunder. Both Engineer and the City shall have the right to refuse to approve payment amounts, or portions thereof, requested by Contractor in an Application for Payment, or rescind any amount previously approved, and the City may withhold any payments otherwise due Contractor under this Agreement or any other agreement between the City and Contractor, to the extent it is reasonably necessary, to protect the City from any expense, cost or loss attributable to: (a) defective or deficient Work not properly remedied in accordance with the terms of the Contract Documents; (b) the filing or reasonable evidence indicating the probable filing of third party claims against the City attributable to the fault or neglect of Contractor; (c) Contractor's failure to make timely and proper payments to all Subcontractors and Suppliers; (d) reasonable evidence that the remaining Work cannot be completed for the unpaid Contract Price balance; (e) reasonable evidence indicating that the remaining Work cannot be completed within the remaining Contract Time; (f) Contractor's failure to satisfactorily prosecute the Work in accordance with the requirements of the Contract Documents; or (g) any other material breach of the requirements of the Contract Documents by Contractor. The City shall have the right, but not the obligation, to take any corrective action the City deems appropriate to cure any of the above noted items, at Contractor's expense, if such items are not cured by Contractor to the City's reasonable satisfaction within three (3) days after Contractor's receipt of written notice from the City.

- 18.1.7 Engineer or City may reject an Application for Payment, in whole or in part, submitted by Contractor if such Application for Payment is not submitted in strict accordance with the requirements of this Article 18. In such event, Engineer or City shall notify Contractor in writing within twenty (20) business days after receipt of such Application for Payment that such Application for Payment, or portion thereof, has been rejected and the reasons for such rejection. If Contractor resubmits a corrected Application for Payment correcting, in Engineer's and Owner's sole determination, the deficiency specified in the rejection notice, then City shall pay Contractor the corrected portion of the Application for Payment within ten business days after the date the corrected Application for Payment is received by City.
- 18.2 Prior to Substantial Completion, the City, with the approval of the Engineer, may use any completed or substantially completed portions of the Work. Such use shall not constitute an acceptance of such portions of the Work.
- 18.3 The City shall have the right to enter the Project site for the purposes of doing work not covered by the Contract Documents. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the Work, or the restoration of any damaged Work except such as may be caused by agents or employees of the City.

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT

- 18.4 Upon completion and acceptance of the Work, the Engineer shall issue a certificate attached to the final payment request that states the Work has been fully performed in accordance with the requirements of the Contract Documents and that Engineer recommends final payment in the amount reflected in the attached final payment request. The City shall make final payment to Contractor within thirty (30) days after the Work is finally accepted by the City, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished the City with a properly executed and notarized final release in the form set forth in the City's Project Administration Manual, as well as, a duly executed copy of the surety's consent to final payment and such other documentation that may be required by the Contract Documents or the City.
- 18.5 Late payments shall accrue interest from the date payment was due until payment is received at the rate of six percent (6%) per annum.
- 18.6 No error or oversight in the making of payment or completion certificates shall relieve the Contractor from its obligation to do and complete the Work in accordance with the requirements of the Contract Documents.
- 19.0 ACCEPTANCE OF FINAL PAYMENT AS RELEASE
- 19.1 The acceptance by the Contractor of final payment shall be and shall operate as a full release and waiver of any and all claims by Contractor against the City arising out of this Agreement or otherwise relating to the Project, except those identified in writing by Contractor as unsettled in its final Application for Payment. Any payment, however, final, or otherwise shall not release the Contractor or its sureties from any obligations under the Contract Documents or the Performance and Payment Bonds. Neither the acceptance of the Work nor payment by the City shall be deemed to be a waiver of the City's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the City or Engineer at the time of final inspection.
- 20.0 CONTRACT SECURITY
- 20.1 The Contractor shall within ten (10) days after the receipt of the Notice of Award and prior to the start of any Work furnish the City with a Performance Bond and a Payment Bond in penal sums equal to 100% of the amount of the Contract Price and in the forms attached as Sections 00060 and 00070. Such Bonds shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the State of Florida and named on the current lists of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT

Department Circular Number 570 and approved by the City. The expense of these Bonds shall be borne by the Contractor. If at any time a surety on any such Bond is declared as bankrupt or loses its rights to do business in Florida or is removed from the list of Surety Companies accepted on Federal Bonds, Contractor shall within ten (10) days after notice from the City to do so, substitute an acceptable Bond (or Bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the City. The premiums on such replacement Bond shall be paid by the Contractor. No further payment shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable Bond to the City.

- 20.2 The Contractor and its Surety, for value received, hereby stipulate, and agree that any and all claims, demands, actions or suits whatsoever, arising under this Agreement and/or bonds, shall be subject to the sole and exclusive jurisdiction and venue of the appropriate state court in and for Bay County, Florida. The Contractor and its Surety do agree, by execution of these documents, that the sole and exclusive jurisdiction and venue in said forum is proper and appropriate since performance of the underlying contract for which these documents are executed is to be accomplished within Bay County, Florida.

21.0 ASSIGNMENTS

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

22.0 INDEMNIFICATION AND HOLD HARMLESS

- 22.1 To the maximum extent permitted by Florida law, Contractor shall indemnify and hold harmless the City and its officers and employees from any and all liabilities, claims, damages, penalties, demands, judgments, actions, proceedings, losses or costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, whether resulting from any claimed breach of this Agreement by Contractor or from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement.

- 22.2 Contractor's obligation to indemnify and hold harmless under this Article 22 will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the City or an indemnified party for the

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT

matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

22.3 The obligation of the Contractor under this Article 22 shall not extend to the liability of the Engineer, its agents or employees arising out of the preparation of approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications.

23.0 SEPARATE CONTRACTS AND COOPERATION

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

23.2 If the performance of additional work by other contractors, utility owners, or the City is not noted in the Contract Documents prior to the execution of the Agreement, written notice thereof shall be given to the Contractor prior to starting any such additional work. If the Contractor believes that the performance of such undisclosed additional work by the City or others involves it in additional expense or entitles it to an extension of the Contract Time, the Contractor shall send written notice of that fact to the City and Engineer within seven (7) calendar days of being notified of the other work and the Contractor may make a claim thereof as provided in Sections 13 and 14. If Contractor fails to send the above required seven (7) calendar days' notice, Contractor will be deemed to have waived any rights it otherwise may have had to seek an extension to the Contract Time or adjustment to the Contract Price.

23.3 Contractor shall afford each utility owner and City's other contractors (or the City if the City is performing the additional work with the City's employees) proper and safe access to the site and a reasonable opportunity for the introduction and

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT

storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall be responsible for all damage to the work of others caused by the performance of its Work. Further, Contractor shall not in any way cut or alter the work of others without first receiving the written consent of that other person and Engineer. If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or the City), Contractor shall inspect and promptly report to Engineer in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Such report must be made within three (3) business days of the time Contractor first became aware of the delay, defect, or deficiency. Contractor's failure to report within the allotted time will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work, except for latent defects not discovered by Contractor.

23.4 The Contractor shall keep itself fully informed at all times regarding all details of the work of other contractors working at the site, and it shall be responsible for all delays that may result from its failure to install the Work in the proper manner and at the proper time.

23.5 The Contractor shall be responsible for coordinating the relocation of existing utilities (with the respective utility companies) as needed to construct the Project. Attention is called to the fact that Contractor is responsible for contacting all utility companies to obtain locations of all existing utilities or obstructions which it may encounter during construction. After location of utilities by the appropriate utility company, it is the Contractor's liability to protect all such utility lines, including service lines and appurtenances, and to replace at its own expense any which may be damaged by the Contractor's equipment or forces during construction of the Project. The City will pay fees charged by the utility company for relocating these utilities.

24.0 SUBCONTRACTING

24.1 Contractor shall review the design and shall determine how it desires to divide the sequence of construction activities. Contractor will determine the breakdown and composition of bid packages for award of subcontracts, based on the current Construction Schedule, and shall supply a copy of that breakdown and composition to the City and Engineer for their review and approval. The Contractor may utilize the services of specialty Subcontractors on those parts of the Work which, under normal contracting practices, are performed by specialty Subcontractors. Contractor shall be solely responsible for and have control over

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT

the Subcontractors.

- 24.2 Prior to submitting its first Application for Payment, Contractor shall submit to the City a list of the names, addresses, licensing information and phone numbers of the Subcontractors Contractor intends to use for each portion of the Work, as well as identifying in writing those portions of the Work it intends to perform with its own employees. The Contractor shall not use a Subcontractor or Supplier against whom the Owner has a reasonable objection. The list identifying each Subcontractor cannot be modified, changed, or amended without prior written approval from the City. Contractor shall continuously update that list, so that it remains current and accurate throughout the entire performance of the Work. Any and all work to be self-performed by Contractor must be approved in writing by the City in its sole discretion prior to commencement of such Work. The Contractor shall not award work to Subcontractor(s) in excess of fifty percent (50%) of the Contract Price, without prior written approval of the City.
- 24.3 The Contractor shall be fully responsible for and have control over the acts and omissions of its Subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by it.
- 24.4 The Contractor shall cause appropriate provisions to be inserted in all Subcontracts relative to the work to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the work of Subcontractors and give the Contractor the same power to terminate any subcontract that the City may exercise over the Contractor under any provision of the Contract Documents. Further, each subcontract shall require that any claims by a Subcontractor for delay or additional cost must be submitted to Contractor within the time and in the manner in which Contractor must submit such claims to the City, and that failure to comply with such conditions for giving notice and submitting claims shall result in the waiver of such claims.
- 24.5 All subcontracts between Contractor and its Subcontractors shall be in writing and are subject to the City's approval. Further, all subcontracts shall (1) require each Subcontractor to be bound to Contractor to the same extent Contractor is bound to the City by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the Subcontractor, (2) provide for the assignment of the subcontracts from Contractor to the City at the election of the City upon termination of Contractor, (3) provide that the City will be an additional indemnified party of the subcontract, (4) provide that the City will be an additional insured on all insurance policies required to be provided by the Subcontractor except workman's compensation, (5) assign all warranties directly to the City, and (6) identify the City as an intended third-party beneficiary of the subcontract.

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT

- 24.6 Nothing contained in this Agreement shall create any contractual relation between any Subcontractor or Supplier and the City. All subcontracts and purchase orders entered into by Contractor must be in writing, and upon demand from City, Contractor shall deliver to City a full and complete copy of any or all such subcontracts and purchase orders.
- 24.7 Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the Subcontractor will be bound. Each Subcontractor shall similarly make copies of such documents available to its sub-subcontractors.
- 24.8 The Contractor shall not use a Subcontractor or Supplier against whom the City has a reasonable objection and Contractor shall not be required to contract with anyone it reasonably objects to.
- 24.8 The City and Engineer are under no duty or obligation whatsoever to any Subcontractor, Supplier, laborer, or other party to ensure that payments due and owing by the Contractor to any of them will be made. Such parties shall rely only on the Contractor's surety bonds for remedy of nonpayment by the Contractor.
- 25.0 ENGINEER'S AUTHORITY
- 25.1 The Engineer shall act as the City's representative during the construction period, shall decide questions which may arise as to quality and acceptability of materials furnished and Work performed, and shall interpret the intent of the Contract Documents in a fair and reasonable manner. The Engineer will make visits to the site and determine if the Work is proceeding in accordance with the Contract Documents.
- 25.2 The Contractor will be held strictly to the intent of the Contract Documents in regard to the quality of materials, workmanship, and execution of the Work. Inspections may be at the factory or fabrication plant of the source of material supply.
- 25.3 The Engineer and the City will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.
- 25.4 The Engineer shall promptly make decisions relative to interpretation of the Contract Documents.
- 26.0 LAND AND RIGHT-OF-WAYS
- 26.1 Prior to the issuance of the NOTICE TO PROCEED, the City shall obtain all land

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT

and rights-of-way necessary for carrying out and for the completion of the Work to be performed pursuant to the Contract Documents, unless otherwise noted in the Contract Documents.

26.2 The City shall provide to the Contractor information which delineates and describes the lands owned and rights-of-way acquired.

26.3 The Contractor shall provide at its own expense and without liability to the City any additional land and access thereto that the Contractor may desire for temporary construction facilities, or for storage of materials.

27.0 GUARANTEE

27.1 The Contractor warrants to the City and Engineer that materials and equipment furnished under the Agreement will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. Contractor further warrants to the City that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers, or processors except as otherwise provided for in the Contract Documents. Further, any special warranty to be provided will be in such form as is acceptable to the City and shall not include any exclusions, exceptions, or modifications except to the extent approved by the City in its sole discretion. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear from normal usage. If required by the Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT

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

28.0 CLAIMS AND DISPUTES

- 28.1 The term "Claim" as used herein shall mean any and all demands made by one party hereunder against the other party, whether such demand be for money, time, or the assertion of any right or obligation that arises out of the Contract Documents.
- 28.2 Initial notice of Claims by Contractor shall be made in writing to the City and Engineer within seven (7) calendar days after the first day of the event giving rise

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT

to such Claim or such other time period as may be expressly provided in the Contract Documents. If Contractor fails to give such written notice within the required time period, Contractor shall be deemed to have waived the Claim. Written data supporting Contractor's claim shall be submitted to the City and Engineer within thirty (30) calendar days after the occurrence of the event, or such other time period as may be expressly provided in the Contract Documents, unless the City grants additional time in writing, or else Contractor shall be deemed to have waived the Claim.

- 28.3 Contractor shall proceed diligently with its performance as directed by the City, regardless of any pending Claim, unless otherwise agreed to by the City in writing. The City shall continue to make payments of all undisputed amounts in accordance with the Contract Documents during the pendency of any Claim.
- 28.4 Prior to the initiation of any action or proceeding permitted by this Agreement to resolve disputes between the parties, the parties shall make a good faith effort to resolve any such disputes by negotiation between the President or Vice-President for the Contractor and the City Manager. Failing resolution, and prior to the commencement of depositions in any litigation between the parties with respect to the Project, the parties shall attempt to resolve the dispute through mediation before an agreed-upon Circuit Court Mediator certified by the State of Florida. Should either party fail to submit to mediation as required hereunder, the other party may request a court of law to order mediation under Florida Statutes Section 44.102.
- 28.5 Any litigation between the City and Contractor (which term for the purposes of this Section shall include Contractor's surety), whether arising out of any Claim or arising out of the Agreement or any breach thereof, shall be brought, maintained, and pursued solely and exclusively in the appropriate State courts of the State of Florida as set forth in Section 20.2. The City and Contractor each hereby waive and renounce any and all rights and options which they, or either of them, have or might have to bring or maintain any such litigation or action in the Federal Court system of the United States or in any United States Federal District Court. Venue of any such litigation between the City and Contractor shall lie and be only in the appropriate State courts in and for Bay County, Florida. Contractor consents and submits to the exclusive jurisdiction of any such court and agrees to accept service of process from the State of Florida in any matter to be submitted to any such court.
- 29.0 TAXES
- 29.1 The Contractor will pay all applicable sales, consumer, use and other similar taxes required by the laws of the place where the Work is performed.

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT

30.0 CONTRACT TIME, SCHEDULE OF WORK AND TIME EXTENSIONS

- 30.1 Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its Subcontractors and Suppliers, as well as coordinating its Work with all work of others at the Project site, so that its Work or the work of others shall not be delayed or impaired by any act or omission by Contractor or anyone for whom Contractor is liable. All Work under this Agreement shall be arranged and be carried out in such a manner as to complete the Work on or before the required date of Substantial Completion. The Contractor must notify the City at the time of bidding if the chronology of the Work as shown, or the subdivision of work will affect warranties or guarantees in any way. No such claims shall be allowed once the Work has begun.
- 30.2 Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulation, strikes, lockouts, unusually severe weather conditions by comparison with the ten-year Bay County, Florida average not reasonably anticipatable (to the extent Contractor was unable to perform any portion of the Work that was on the critical path of the approved Construction Schedule during those inclement weather days), Contractor shall notify Owner and Engineer in writing within seven (7) calendar days after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.
- 30.3 The Contractor is required to furnish adequate manpower at the Project to complete the Work within the Contract Time and in accordance with the Construction Schedule. Should payment of premium time, bonuses, or the like be necessary to attract sufficient manpower for the Project, such extra labor costs shall be borne by the Contractor without additional compensation from the City. Further, should the Contractor's Work, through no fault of the Engineer, the City, or City's other contractors, fail to progress in accordance with the Construction Schedule, and if, in the opinion of the Engineer, the Work cannot be substantially completed within the Contract Time, or if deemed necessary to protect this or adjoining work from damage, the Contractor shall work such additional time over the established hours of work, but excluding Holidays, as required to meet the schedule time without additional expense to the City. In such event, Contractor shall reimburse City for any additional costs incurred by the City associated with such overtime, including any additional costs of the Engineer.

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT

- 30.4 When so ordered in writing by the Engineer or City, whether to advance the date of Substantial Completion, or for any other reason for the City's benefit, the Contractor shall work overtime and or additional shifts. If the order for such acceleration is not the result of Contractor being behind the approved Construction Schedule, Contractor shall be entitled to a Change Order increasing the Contract Price by its actual net premium costs of such overtime and or shifts so ordered and so worked, including insurance and taxes applicable thereto, (without other overhead or profit). Such costs and expenses shall be subject to audit by the City.
- 30.5 When any period of time is referenced by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day recognized by the City as a legal holiday, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday, or legal holiday. The term "business day" as used herein shall mean all days of the week excluding Saturdays, Sundays and all legal holidays observed by the City.
- 31.0 USE OF SITE
- 31.1 The Contractor shall confine its use of the site for storage of materials, erection of temporary facilities and parking of vehicles to areas within its Agreement limits as directed by the Engineer. The Contractor shall not unnecessarily encumber the site at any time.
- 31.2 Contractor acknowledges that areas of the site in which Work under this Agreement may be performed may be used by other contractors for storage of materials, erection of temporary facilities and parking of vehicles. Areas used by other contractors will be vacated, as directed by the Engineer to permit Work under this Agreement, provided reasonable notice is given requesting such, all in accordance with the approved Construction Schedule.
- 31.3 No signs or advertisements shall be displayed on the site or building except with the written consent of the City.
- 32.0 TEMPORARY FACILITIES
- 32.1 The Contractor shall provide electric power and water as it may require for its construction purposes and shall pay all costs incurred. At completion of the Work, all temporary facilities shall be removed from the site. Upon Substantial Completion of the Work, Contractor shall cause all permanent utilities to be utilized by the City that were in Contractor's name during construction of the Project to be transferred over to the City's name.

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT

- 32.2 The Contractor shall provide sanitary facilities for its workmen at all times. Sanitary facilities shall be of an approved chemical type with regular servicing and appropriately screened from public view, as approved by the Engineer and all applicable health authorities.
- 33.0 CLEAN UP AND DISPOSAL OF WASTE MATERIALS AND HAZARDOUS MATERIALS
- 33.1 No burial of waste materials will be permitted on the site. The Contractor shall at all times keep the site free from accumulations of waste material or debris caused by its operations and shall immediately remove same when necessary or required by the Engineer or the City. If Contractor fails to keep the Project site clean, the City has the right, after providing a twenty-four (24) hour written notice, to perform any required clean up and to back charge Contractor for the costs of such clean up. At the completion of the Work, and before final inspection and acceptance of the Work, Contractor shall clean ditches, shape shoulders and restore all disturbed areas, including street crossings, grass plots, regressing if necessary, to as good condition as existed before Work started, and remove all debris, rubbish and waste materials from and about the Project site, as well as all of Contractor's (and its Subcontractors') tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean and ready for occupancy by the City. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees, and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to condition at least equal to that existing at the time of Contractor's commencement of the Work
- 33.2 If Contractor encounters on the Project site any materials reasonably believed by Contractor to be petroleum or petroleum related products or other hazardous or toxic substances which have not been rendered harmless, Contractor immediately shall (i) stop Work in the area affected and (ii) report the condition to the City in writing. If the Work is so stopped and hazardous material is found, the Work in the affected area shall not thereafter be resumed except by Change Order. Any such Change Order shall include, but not be limited to, an equitable adjustment to the Contract Time and Contract Price as appropriate and in accordance with the terms of the Contract Documents. If no hazardous material is found after the Work is stopped, no Change Order is required to resume the Work in the affected area. Further, if the hazardous material was generated or caused by Contractor or anyone for whom Contractor is responsible, or if Contractor failed to stop Work or give the written notice required above, no Change Order will be required for an adjustment in the Contract Time or Contract Price and Contractor shall indemnify

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT

the City and hold the City harmless for any costs incurred by the City with respect to such hazardous material generated or caused by Contractor or anyone for whom it is responsible or any increased costs incurred by City as a result of Contractor's failure to stop Work or give the required written notice.

34.0 WARRANTY OF TITLE

34.1 No material, supplies or equipment for the Work shall be purchased by the Contractor subject to any chattel mortgage or under a conditional sale or other agreement by which a lien or an interest therein or any part thereof is retained by the seller or supplier. The Contractor warrants good title to all materials, supplies and equipment installed or incorporated in the Work and title to all such items shall pass to the City upon its incorporation into the Work or payment, whichever occurs first. Contractor shall, at all times, keep the site, together with all improvements and appurtenances constructed or placed thereon by it, free from any claims, liens or charges and further agrees that neither Contractor nor any person, firm, or corporation furnishing any material or labor for any Work covered by this Agreement shall have any right to a lien upon the Work, site or any improvements or appurtenances thereon. The Contractor shall not at any time suffer or permit any lien, attachment, or other encumbrances under the law of Florida or otherwise by any person or persons whomsoever to remain on file with the City against any money due or to become due for any work done or materials furnished under the Agreement or by reason of any other claim or demand against the Contractor. Such lien, attachment, or other encumbrance, until it is removed, shall preclude any and all claims or demands for any payment to Contractor under virtue of this Agreement.

35.0 OWNERSHIP OF HIDDEN VALUABLE MATERIALS

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

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

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT

- 36.1 Before final inspection the Contractor shall turn over to the Engineer a set of drawings showing field changes and actual installed conditions. CONTRACTOR shall provide to the ENGINEER two (2) hard copies and one (1) electronic copy of the as-built plans in AutoCAD 2000. The plans shall be certified by a P.L.S. registered in the State of Florida.
- 36.2 Contractor shall maintain at the Project site or such other place as may be expressly approved in writing by Owner, originals or copies of, on a current basis, all Project files and records, including, but not limited to, the following administrative records: Subcontracts and Purchase Orders; Subcontractor Licenses; Shop Drawing Submittal/Approval Logs; Equipment Purchase/Delivery Logs; Contract Drawings and Specifications with Addenda; Warranties and Guarantees; Cost Accounting Records; Payment Request Records; Meeting Minutes; Insurance Certificates and Bonds; Contract Changes; Permits; Material Purchase Delivery Logs; Technical Standards; Design Handbooks; "As-Built" Marked Prints; Operating & Maintenance Instruction; Daily Progress Reports; Monthly Progress Reports; Correspondence Files; Transmittal Records; Inspection Reports; Bid/Award Information; Bid Analysis and Negotiations; Punch Lists; and a Construction Schedule (including all updates). The Project files and records shall be available at all times to the City and Engineer or their designees for reference, review or copying.
- 37.0 SILENCE OF SPECIFICATIONS
- 37.1 To the extent the Work involves road or bridge construction, the apparent silence of the Contract Documents as to any details or the omission from them of a detailed description concerning any point shall be regarded as meaning that such portion of the Work shall be performed in accordance with the latest edition of the Florida DOT Standard Specifications for Road and Bridge Construction.
- 38.0 GRATUITIES
- 38.1 If the City finds after a notice and hearing that the Contractor, or any of the Contractor's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee, or agent of the City, the State, or other officials in an attempt to secure this Agreement or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement, the City may, by written notice to the Contractor, terminate this Agreement for Contractor default. The City may also pursue other rights and remedies that the law or this Agreement provides.
- 38.2 In the event this Agreement is terminated as provided in Section 38.1, the City may pursue the same remedies against the Contractor as it could pursue in the event

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT

of a breach of the Agreement by the Contractor. As a penalty, in addition to any other damages to which it may be entitled by law, the City may pursue exemplary damages in an amount (as determined by the City) which shall be not less than three nor more than ten times the costs the Contractor incurs in providing any such gratuities to any such official, agent or employee of the City.

39.0 AUDIT AND ACCESS TO RECORDS

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

40.0 EQUAL OPPORTUNITY REQUIREMENTS

40.1 For all contracts in excess of \$10,000, the Contractor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

40.2 The Contractor's compliance with Executive Order 11246 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the Standard Federal Equal Employment Opportunity Construction Contract Specifications, as set forth in 41 CFR Part 60-4 and its efforts to meet the goals established for the geographic area where the Agreement is to be performed.

41.0 CHANGED CONDITIONS

41.1 Notwithstanding anything in the Contract Documents to the contrary, if conditions are encountered at the Project site which are (i) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT

Documents or (ii) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, and which reasonably should not have been discovered by Contractor as part of its scope of site investigative services required pursuant to the terms of the Contract Documents, then Contractor shall provide the City with prompt written notice thereof before conditions are disturbed and in no event later than seven (7) calendar days after first observance of such conditions. the City and Engineer shall promptly investigate such conditions and, if they differ materially and cause an increase or decrease in Contractor's cost of, or time required for, performance of any part of the Work, the City will acknowledge and agree to an equitable adjustment to the Contract Price or Contract Time, or both, for such Work. If the City determines that the conditions at the site are not materially different from those indicated in the Contract Documents or not of an unusual nature or should have been discovered by Contractor as part of its investigative services, and that no change in the terms of the Agreement is justified, the City shall so notify Contractor in writing, stating its reasons. Claims by Contractor in opposition to such determination by the City must be made within seven (7) calendar days after Contractor's receipt of the City's written determination notice. If the City and Contractor cannot agree on an adjustment to the Contract Price or Contract Time, the dispute resolution procedure set forth in the Contract Documents shall be complied with by the parties.

42.0 COMPLIANCE WITH LAWS

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

43.0 PUBLIC ENTITY CRIMES

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

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT

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

44.0 INSURANCE

44.1 During the term of this Agreement, Contractor shall provide, pay for, and maintain, with companies satisfactory to the City, the types and limits of insurance required by the Contract Documents – reference Exhibit A. All insurance shall be from responsible companies eligible to do business in the State of Florida. Simultaneously with the execution and delivery of this Agreement by Contractor, Contractor shall deliver to the City the properly completed and executed Certificate of Insurance, in the form set forth in Section 00099 along with any other properly completed and executed Certificates of Insurance that may be necessary, evidencing the fact that Contractor has acquired and put in place the insurance coverages and limits required herein. In addition, certified, true, and exact copies of all insurance policies required shall be provided to the City, on a timely basis, if requested by the City. These Certificates and policies shall contain provisions that at least thirty (30) calendar days advanced written notice by registered or certified mail shall be given the City of any cancellation, intent not to renew, or any policy change that would result in a reduction in the policies' coverages, except in the application of the Aggregate Limits Provisions. The renewal of any insurance required to be maintained by Contractor hereunder shall be by a renewal Certificate of Insurance in the same form as was required for the original Certificate of Insurance, which renewal Certificate of Insurance shall be delivered to City at least ten (10) calendar days prior to expiration of current coverages so that there shall be no interruption in the Work due to lack of proof of insurance coverages required of Contractor under this Agreement.

44.2 Contractor shall also notify the City, in the same manner required in Section 44.1 above, within two (2) calendar days after Contractor's receipt, of any notices of expiration, cancellation, non-renewal or material change in coverages or limits received by Contractor from its insurer, and nothing contained herein shall relieve Contractor of this requirement to provide notice. In the event of a reduction in the

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT

aggregate limit of any policy to be provided by it hereunder, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy. If, at any time, City requests a written statement from an insurance company as to any impairment to any aggregate limit of any policy to be provided by it hereunder, Contractor shall promptly authorize and cause to be delivered such statement to City. All insurance coverages of Contractor shall be primary to any insurance or self-insurance program carried by the City applicable to this Agreement. Any such self-insurance programs or coverages shall not be contributory with any insurance required of the Contractor under the terms of this Agreement. All insurance policies, other than the Workers Compensation policy and the Surveyor's Professional Liability policy, provided by Contractor to meet the requirements of this Agreement shall name the City as an additional insured through the use of ISO Endorsement No. CG 20.10.10.01 and No. CG 20.37.10.01 wording, as to the operations of Contractor under the Contract Documents and shall also provide the Severability of Interest provision (also referred to as the Separation of Insureds provision). Companies issuing the insurance policy or policies shall have no recourse against the City for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.

- 44.3 All insurance policies to be provided by Contractor pursuant to the terms hereof shall be performable in Bay County, Florida and must expressly state that the insurance company will accept service of process in Bay County, Florida and that the exclusive venue and exclusive jurisdiction for any action concerning any matter under those policies shall be in the appropriate state court situated in Bay County, Florida.
- 44.4 The acceptance by the City of any Certificate of Insurance pursuant to the terms of this Agreement evidencing the insurance coverages and limits required hereunder does not constitute approval or agreement by the City that the insurance requirements have been met or that the insurance policies shown on the Certificates of Insurance are in compliance with the requirements of this Agreement.
- 44.5 Before starting and until completion of all Work required hereunder, Contractor shall procure and maintain insurance of the types and to the limits specified in the Contract Documents. Contractor shall require each of its Subcontractors to procure and maintain, until the completion of that Subcontractor's work or services, insurance of the types and to the limits specified in the Contract Documents, unless such insurance requirement for the Subcontractor is expressly waived or modified in writing by the City. Contractor shall not enter or otherwise occupy the Project site or commence any Work to be performed under this Agreement at the Site or any other property of the City until all insurance required hereunder has been

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT

obtained by Contractor and such proof of insurance, as the same is required under this Agreement, has been delivered to City. Contractor shall require all property insurance policies related to the Work and secured and maintained by Contractor and its Subcontractors to include provisions providing that each of their insurance companies shall waive all rights of recovery, under subrogation or otherwise, against the City and any of its separate contractors and the agents, employees, and subcontractors of any of them.

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

[END OF SECTION 00100]

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT

SECTION 00800

SUPPLEMENTARY CONDITIONS

PART 1 - GENERAL

1.1 CLAIM PERIOD

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

1.2 REGULAR WORKING HOURS

- A. Regular working hours are defined as up to forty hours per week with a maximum of 10 hours per day, Monday through Friday, beginning no earlier than 7:00 a.m. and ending no later than 5:00 p.m., excluding holidays. Any work beyond ten hours per day or 40 hours per week shall be considered overtime. The CONTRACTOR shall not work on City designated holidays. The Contract Time shall not be extended due to holidays falling within the Contract Time. Whenever the CONTRACTOR is performing any part of the Work, with the exception of equipment maintenance and cleanup, inspection by OWNER's representative will be required. Requests to perform the Work at times other than during regular working hours must be submitted in writing to the Project Representative, at least 48 hours prior to any proposed weekend work or scheduled extended workweeks, to give the OWNER ample time to arrange for representation and/or inspection during those periods. Periodic unscheduled overtime on weekdays will be permitted provided that two hours notice is provided to and acknowledged in writing by the Project Representative prior to the end of the regular working day. Maintenance of the CONTRACTOR's equipment and cleanup may be performed during hours other than regular working hours.
- B. CONTRACTOR shall reimburse the OWNER for additional engineering and/or inspection costs incurred as a result of overtime work in excess of the regular working hours. At OWNER's option, overtime costs may either be deducted from the CONTRACTOR's monthly payment request or deducted from the CONTRACTOR's retention prior to release of final payment.
- C. ENGINEERING/Inspection costs shall be calculated at the following rates:
 - 1. Field Representative \$95/hour
 - 2. ENGINEER \$165/hour
 - 3. Project Manager \$210/hour

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT

1.3 DEFECTIVE WORK

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

1.4 CORRECTIVE WORK

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

1.5 STORED EQUIPMENT AND MATERIALS

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

1.6 SUBSTANTIAL COMPLETION

- A. In addition to the other terms and conditions set forth in the Contract Documents, the Work will not be considered substantially complete unless and until CONTRACTOR has completed each of the following to the satisfaction of the OWNER:
 - a. All components of the Work have been installed, tested and approved.
 - b. All repair and coating systems have been properly cured.
 - c. All data specified in the Contract Documents have been delivered to the OWNER.
 - d. All instructions have been provided to the Project Representative in accordance with the Contract Documents.
 - e. All training to be provided by CONTRACTOR pursuant to the terms of the Contract Documents has been completed.

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT

SECTION 00802

PREVENTION, CONTROL AND ABATEMENT OF EROSION AND
WATER POLLUTION

PART 1 – GENERAL

1.1 PRECONSTRUCTION REQUIREMENTS

At the Preconstruction Conference, the CONTRACTOR shall provide to the PROJECT REPRESENTATIVE an Erosion Control Plan meeting the requirements or special conditions of all permits authorizing project construction and the Contract requirements.

When a Florida Department of Environmental Protection (FDEP) generic permit is issued, the CONTRACTOR's Erosion Control Plan shall be prepared to accompany the Stormwater Pollution Prevention Plan (SWPPP). The CONTRACTOR shall ensure the Erosion Control Plan includes procedures to control off-site tracking of soil by vehicles and construction equipment and a procedure for cleanup and reporting of non-stormwater discharges, such as contaminated groundwater or accidental spills. The CONTRACTOR shall not begin any soil disturbing activities until receipt of PROJECT REPRESENTATIVE's written approval of the CONTRACTOR's Erosion Control Plan, including required signed certification statements.

The CONTRACTOR's failure to sign any required documents or certification statements will be considered a default of the Contract. Any soil disturbing activities performed by the CONTRACTOR or any of its subcontractors without the required signed documents or certification statements may be considered a violation of the FDEP Generic Permit.

When the SWPPP is required, the CONTRACTOR shall prepare the Erosion Control Plan in accordance with the planned sequence of operations and present the Erosion Control Plan in a format acceptable to the PROJECT REPRESENTATIVE. The Erosion Control Plan shall include, but not be limited to, descriptions of the following items or activities:

- A. For each phase of construction operations or activities, supply the following information:
 - 1. Locations of all erosion control devices.
 - 2. Types of all erosion control devices.
 - 3. Estimated time erosion control devices will be in operation.
 - 4. Monitoring schedules for maintenance of erosion control devices.
 - 5. Methods of maintaining erosion control devices.
 - 6. Containment or removal methods for pollutants or hazardous wastes.

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT

- B. The name and telephone number of the person responsible for monitoring and maintaining the erosion control devices.

- C. The Erosion Control Plan submitted to the PROJECT REPRESENTATIVE for the ENGINEER's approval.

The CONTRACTOR shall not begin construction activities until the Erosion Control Plan receives written approval from the ENGINEER. The CONTRACTOR shall comply with the approved Erosion Control Plan.

1.2 BALES

- A. The CONTRACTOR shall provide baled hay or straw having minimum dimensions of 14 inches by 18 inches by 36 inches [350 by 450 by 900 mm] at the time of placement.
- B. The CONTRACTOR shall construct baled hay or straw dams according to details shown in the plans or as directed by the PROJECT REPRESENTATIVE to protect against downstream accumulations of sediment.
- C. The CONTRACTOR shall use natural baled hay or straw or synthetic hay bales as an alternative to natural baled hay or straw. Synthetic hay bales should be interlocking, have pre-made stake holes, made of synthetic fibers (polypropylene, nylon, polyester) that meet the Environmental Protection Agency's (EPA's) Toxicity Characteristic Leaching Procedure (TCLP) standards, and be produced into a filter medium with needle-punches fibers.
- D. The CONTRACTOR shall wash out and remove sediment deposits when the deposits reach $\frac{1}{2}$ the height of the reusable synthetic hay bale or as directed by the PROJECT REPRESENTATIVE.
- E. The CONTRACTOR shall dispose of the washout in an area approved by the PROJECT REPRESENTATIVE.

1.3 Synthetic hay bales that have had sediment deposits removed may be reinstalled on the Project as approved by the PROJECT REPRESENTATIVE. ARTIFICIAL COVERINGS

- A. General:

The CONTRACTOR shall install artificial coverings in locations where temporary protection from erosion is needed. Two situations occur that require artificial coverings. The two situations have differing material requirements, which are described below.

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT

1. During temporary pauses in construction caused by inclement weather or other circumstances, use artificial coverings composed of natural or synthetic fiber mats, plastic sheeting, or netting as protection against erosion, when directed by the PROJECT REPRESENTATIVE. Remove the material when construction resumes.
2. While permanent grassing is being established, use artificial coverings as erosion control blankets, at locations shown in the plans, to facilitate plant growth, in accordance with the Florida Department of Transportation (FDOT) specification 104-6.4.13.

1.4 MAINTENANCE AND INSPECTION

- A. The CONTRACTOR shall provide routine maintenance of permanent and temporary erosion control features, at no additional Contract expense, until the project is complete and accepted.
- B. If reconstruction of such erosion control features is necessary due to the CONTRACTOR's negligence or carelessness or, in the case of temporary erosion control features, failure by the CONTRACTOR to install permanent erosion control features as scheduled, the CONTRACTOR shall replace such erosion control features at no additional Contract expense.
- C. The CONTRACTOR shall inspect all erosion control features at least once every 7 calendar days and within 24 hours of the end of a storm of 0.50 inches [12 mm] or greater.
- D. The CONTRACTOR shall maintain all erosion control features as required in the SWPPP, CONTRACTOR's Erosion Control Plan and as specified in the FDEP Generic Permit for Stormwater Discharge from Large and Small Construction Activities.

1.5 MOWING

- A. The PROJECT REPRESENTATIVE may require mowing by the CONTRACTOR of areas within the limits of the Project as deemed necessary by the Project Manager.
- B. The CONTRACTOR shall mow these designated areas within 7 days of receiving such order from the PROJECT REPRESENTATIVE.
- C. The CONTRACTOR shall remove and properly dispose of all litter and debris prior to the mowing operation.
- D. The CONTRACTOR shall use conventional and specialized equipment along with hand labor to mow the entire area including slopes, wet areas, intersections, and around all appurtenances.

PREVENTION, CONTROL, AND ABATEMENT 00802-3

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT

- E. The CONTRACTOR shall mow all areas to obtain a uniform height of 6 inches [150 mm], unless otherwise directed by the PROJECT REPRESENTATIVE

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT

SECTION 000808

SALES TAX EXEMPTION

1. Contractor and City entered into a contract dated _____, 2022, (the "Contract") for the performance of the WORK described therein, to which an executed copy of this Sales Tax Exemption Addendum ("Addendum") shall be attached thereto and incorporated therein.
2. Contractor and City desire to enter into an arrangement whereby certain purchases under the Contract can be made through the City as a means of taking advantage of the City's status of being exempt from sales and use taxes.
3. The City is exempt from sales and use taxes. As such it is exempt from the payment of sales and use tax on purchases of building materials or equipment necessary for the performance of work under construction contracts, provided the City determines it is to its best interest to do so, and provided the purchase of such building materials and equipment are handled in the manner hereinafter described.
4. The City has determined it is in its best interest to provide the opportunity to eliminate the payments of sales tax for building materials or equipment to be used in the construction of this project, and notifies the Contractor of its intent to do so.

TERMS AND CONDITIONS

1. The parties intend by this Addendum to comply with the procedures and elements described in Florida Department of Revenue Technical Assistance Advisements 01A-003 (January 8, 2001) and 00A-083 (December 21, 2000), and any conflict or ambiguity in this Addendum shall be resolved in favor of meeting the elements necessary to make tax exempt the purchases contemplated by this Addendum.
2. The City shall, at its sole discretion, have the option to purchase directly from the supplier or vendor, any building materials or equipment included in the Contractor's bid for the Contract. Contractor shall, from time to time submit, update, and keep current, for consideration by the City, a list of all building materials and equipment to be purchased, organized by supplier or vendor. Such list shall include a brief description of the building materials and equipment and the name and address of the supplier or vendor. Suppliers or vendors reasonably anticipated to furnish building materials and equipment with an aggregate purchase value of less than \$10,000 need not be listed. Contractor's initial list is attached hereto and incorporated herein. Building materials and equipment not required for the

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT

performance of the Contract shall not be purchased under this Addendum. The City reserves the right to delete or add items from this Addendum when it is in the City's best interest.

3. The City will be liable for the payment of all purchases properly made hereunder.
4. Contractor shall notify all suppliers or vendors not to make sales to the Contractor under this Addendum.
5. For each purchase approved by the City to be made under this Addendum, the Contractor shall furnish the City in writing information sufficient for the City to issue to the supplier its City purchase order for the requested building materials or equipment which shall include as an attachment the City's Certificate of Exemption. Suppliers and vendors will render statements for materials purchased to the City in care of the Contractor. After receiving and inspecting the materials when they arrive at the job site, verifying that all necessary documentation accompanies the delivery and conforms with the purchase order, Contractor will forward the invoices to the City's duly authorized representative for approval, processing, and delivery to the City for payment. The City will process the invoices and issue payment directly to the supplier or vendor. Contractor will keep and furnish to the City all such records, summaries, reports of purchase orders and invoices, and reports of the status and use of goods handled under this Addendum, as the City may reasonably require.
6. The Contract provides that Contractor will perform the work under the Contract for the Contract Price in the amount of \$ _____ as may be amended from time to time as provided in the Contract. Said amount, as amended, due Contractor under the Contract shall be reduced by the sum of all amounts paid by the City for materials and equipment purchased under this Addendum, including any shipping, handling, insurance, or other, similar charges paid by the City, and all of the savings of sales and use tax on the purchase of such items.
7. The Contractor shall submit his proposal for base bid and proposals for each Alternate with the inclusion of all required taxes including applicable sales and use tax, the same as if tax were to be paid in the normal manner. Any sales and use tax savings will be affected during the performance of the Contract.
8. Contractor shall immediately notify all subcontractors and material and equipment suppliers of the City's intent to reduce the construction cost of the Project by the purchase of building materials and equipment in the manner herein described and the Contractor shall not withhold his consent to the arrangement.
9. Administrative costs incurred by the Contractor with this Addendum shall be
SALES TAX EXEMPTION 00808-2

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT

considered to be included in the Total Lump Sum Bid amount for the Work. No addition shall be added to the Contract Price because of the service provided by the Contractor in the purchase of building materials and equipment by the City.

10. All sales and use tax savings on the purchase of building materials and equipment shall be credited to the City and the amount of the Contract Price shall be reduced by the full amount of savings which result from the omission of payment of sales and use tax.
11. By virtue of its payment of material and equipment invoices, the City further intends to benefit from any discounts offered for timely payment to the extent of one-half of the discount offered, the remaining one-half to accrue to the Contractor as an incentive for the Contractor to process invoices well within the discount period. The Contractor shall pay any late penalties caused by its failure to facilitate the processing of invoices within the allotted time.
12. The Contractor, notwithstanding the terms and conditions of this Addendum, shall select, describe, obtain approvals, submit samples, coordinate, process, prepare shop drawings, pursue, receive, inspect, store, protect and guarantee the same as would have been the case if the tax saving procedures were not implemented.
13. The Contractor as bailee shall have the obligation of receiving, inspecting, storing and safekeeping all goods and materials purchased on behalf of the City pursuant to this Addendum. Further, the Contractor shall be responsible for the cost of replacing or repairing any goods or materials lost, stolen, damaged or destroyed while in the Contractor's possession or control as bailee, as well as processing all warranty claims for defective goods and materials to the same extent as if such goods had been Contractor-supplied or purchased in the name of the Contractor.
14. Contractor shall maintain separate accounting records for all transactions carried out under the authority granted to it under this Addendum. Such records shall be open to the City or its authorized agent during normal business hours of Contractor.
15. The City will take both legal and equitable title to the building materials and equipment received from the vendor when delivery is made by the vendor at the Project site. Without waiving or releasing Contractor from its obligations under paragraph 13 above, as equitable and legal owner of the materials and equipment purchased under this Addendum, the City shall bear the risk of loss thereto and shall have the insurable interest therein. Therefore, unless already provided for under the terms of the Contract Documents, Contractor shall cause the City to be insured or named as an additional insured as its interest may appear against any loss or damage to such goods to the extent of their full insurable value. All such

SALES TAX EXEMPTION 00808-3

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT

insurance shall be in such form and through such companies as may be reasonably acceptable to City and Contractor shall provide City certificates thereof requiring each insurer to provide the City ten (10) days written notice in advance of cancellation or modification of coverage. Pursuant to the terms of the Contract Documents, the City will reimburse the Contractor for any additional premium amounts paid solely for such insurances against loss or damage.

16. Contractor shall be fully responsible for all matters relating to the procurement of materials and equipment covered by this Addendum, including but not limited to, overseeing that the correct materials and the correct amounts are received timely with appropriate warranties; for inspecting and receiving the goods; and for unloading, handling and storing the materials until installed. Contractor shall inspect the materials when they arrive at the Project site, verify that all necessary documentation accompanies the delivery and conforms with the City's purchase order, and forward the invoice to the City for payment if the goods are conforming and acceptable. Contractor shall verify that the materials conform to Drawings and Specifications and determine before installation that such materials are not defective. Contractor shall manage and enforce the warranties on all materials and equipment covered by this Addendum. Contractor shall be responsible to the City for its failure to fully and timely perform its obligations under this paragraph, and this Addendum generally.
17. When title to the materials and equipment covered by this Addendum passes to the City prior to being incorporated into the Work, the Contractor's possession of the goods is a bailment until such time as each of such goods is returned to the City by being incorporated into the Work.
18. The City shall not be liable for delays in the Work caused by delays in delivery of or defects in the goods covered by this Addendum, nor shall such delays or defects excuse Contractor in whole or in part from its obligation to timely perform the Contract.
19. In the event Contractor objects to the payment of any invoice for goods covered by this Addendum, Contractor shall at no additional cost to the City, provide all assistance, records, and testimony necessary or convenient for the City to resolve the supplier's claim for payment.
20. This Addendum and the authority granted to Contractor hereunder may be revoked by the City at any time upon verbal or written notice to Contractor at its offices located at _____, during normal business hours.

END OF SECTION

SALES TAX EXEMPTION 00808-4

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT

SECTION 01110

ENVIRONMENTAL PROTECTION

1.1 SCOPE OF WORK

- A. The Work covered by this Section consists of furnishing all labor, materials and equipment and performing all Work required for the prevention of environmental pollution in conformance with applicable laws and regulations, during and as the result of construction operations under this Contract. For the purpose of this Specification, environmental pollution is defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; affect other species of importance to man; or degrade the utility of the environment for aesthetic and/or recreational purposes; or violate any applicable environmental laws, rules, codes or regulations.
- B. The control of environmental pollution requires consideration of air, water and land, and involves management of noise, odor, and solid waste, as well as other pollutants.
- C. These Specifications are intended to ensure that construction is achieved with a minimum of disturbance to the existing ecological balance between a water resource and surroundings. These are general guidelines. It is the CONTRACTOR'S responsibility to determine the specific construction techniques to meet these guidelines.
- D. The CONTRACTOR shall secure, if required, at its own cost, a surface water management permit from the Northwest Florida Water Management District and approvals from Bay County and/or Panama City Beach for any construction dewatering activities associated with this project.

1.2 APPLICABLE REGULATIONS

- A. The CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations concerning environmental pollution control and abatement.

1.3 NOTIFICATIONS

- A. The OWNER will notify the CONTRACTOR in writing immediately following identification of any non-compliance with the foregoing provisions or of any environmentally objectionable acts and any required corrective action to be taken by CONTRACTOR. State or local agencies responsible for verification of certain aspects of the environmental protection requirements may notify the CONTRACTOR of any non-compliance with State or local requirements. The CONTRACTOR shall, after receipt of such notice from the regulatory agency shall immediately notify the OWNER in writing and immediately take correction action. If the CONTRACTOR fails or refuses to comply promptly, the OWNER may issue an order stopping all or part of the Work

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT

until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of a claim for extension of time or for excess costs or damages by the CONTRACTOR unless it is later determined that the CONTRACTOR was in compliance and subject to the other terms of the Contract Documents.

1.4 IMPLEMENTATION

- A. Prior to commencement of the Work, the CONTRACTOR shall meet with the OWNER to develop mutual understandings relative to compliance with this specification and administration of the environmental pollution control program.
- B. The CONTRACTOR shall remove temporary environmental control features, when approved by the OWNER, and incorporate permanent control features into the Project at the earliest practicable time, consistent with the approved construction schedule.

1.5 EROSION CONTROL

- A. The CONTRACTOR shall ensure sufficient precautions are taken during construction to minimize the run-off of polluting substances such as silt, clay, fuels, oils, bitumens, calcium chloride, or other polluting materials harmful to humans, fish, or other life, into the supplies and surface waters of the State. Control measures must be adequate to assure that turbidity in the receiving water will not be increased more than 10 nephelometric turbidity units (NTU), or as otherwise required by the State or other controlling body, in water used for public water supply or fish unless limits have been established for the particular water. In surface water used for other purposes, the turbidity must not exceed 25 NTU unless otherwise permitted. Special precautions shall be taken in the use of construction equipment to prevent operations which promote erosion.

Erosion evident within the limits of construction shall be the responsibility of the CONTRACTOR during the full term of the Contract and for the full (1) year guarantee period. Areas subject to erosion during this time shall be fully restored to original or design conditions (as applicable) within 10 days of notice to the CONTRACTOR.

- B. The CONTRACTOR shall provide positive means of erosion control such as shallow ditches around construction to carry off surface water. Erosion control measures, such as siltation basins, hay check dams, mulching, jute netting and other equivalent techniques, shall be used as appropriate. Flow of surface water into excavated areas shall be prevented. Ditches around construction area shall be used to carry away water resulting from dewatering of excavated areas. At the completion of the Work, ditches shall be backfilled and the ground surface restored to original condition.

- C. The CONTRACTOR shall schedule and conduct all Work in a manner that will

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT

minimize the erosion of soils in the area of the Work. Erosion control measures shall be provided such as diversion channels, sedimentation or filtration systems, berms, staked hay bales, seeding, mulching or other special surface treatments as are required by regulatory authorities to prevent silting and muddying of streams, rivers, canals, impoundments, lakes, etc. All erosion control measures shall be in place prior to any construction activity in any area of the Work.

1.6 PROTECTION OF LAND RESOURCES

- A. Land resources within the Project boundaries and outside the limits of permanent Work shall be restored by CONTRACTOR to a condition, after completion of construction that will appear to be natural and not detract from the appearance of the project.
- B. Outside of areas requiring earthwork for the construction of the new facilities, the CONTRACTOR shall not deface, injure, or destroy trees or shrubs, nor remove or cut them without prior approval. No ropes, cables, or guys shall be fastened to or attached to any existing nearby trees for anchorage unless specifically authorized by the OWNER. Where such special emergency use is permitted, first wrap the trunk with a sufficient thickness of burlap or rags over which softwood cleats shall be tied before any rope, cable, or wire is placed. The CONTRACTOR shall in any event be responsible for any damage resulting from such use.
- C. Where trees may possibly be defaced, bruised, injured, or otherwise damaged by the CONTRACTOR'S equipment, dumping or other operations, CONTRACTOR shall protect such trees by placing board, planks, or poles around them. Monuments and markers shall be similarly protected by CONTRACTOR before beginning operations near them.
- D. Any trees or other landscape feature scarred or damaged by the CONTRACTOR'S equipment or operations shall be restored as nearly as possible to its original condition. The OWNER will decide what method of restoration shall be used and whether damaged trees shall be treated and healed or removed and disposed of.

All scars made on trees by CONTRACTOR's equipment, construction operations, or by the removal of limbs by CONTRACTOR larger than 1 inch in diameter shall be coated as soon as possible with an approved tree wound dressing. All trimming or pruning by CONTRACTOR shall be performed in an approved manner by experienced workmen with saws or pruning shears. Tree trimming with axes will not be permitted.

Climbing ropes shall be used where necessary for safety. Trees that are to remain, either within or outside established clearing limits, that are subsequently damaged by the CONTRACTOR and are beyond saving in the opinion of a certified nurseryman, shall be immediately removed and replaced in kind and maintained until growth is assured.

- E. The locations of the CONTRACTOR's lay down area, storage and other construction

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT

buildings, required temporarily in the performance of the Work, shall require written concurrence of the OWNER. The preservation of the landscape and public perception shall be an imperative consideration in the selection of the lay down area and in the provision of any buildings. Drawings showing the lay down area and any buildings shall be submitted by CONTRACTOR for approval of the OWNER.

- F. If temporary roads or embankments and excavations for plant and/or work areas are proposed, the CONTRACTOR, shall submit the following for approval by the OWNER at least ten days prior to scheduled start of such temporary work.
 - 1. A layout of all temporary roads, excavations and embankments to be constructed within the work area.
 - 2. Details of temporary road construction.
 - 3. Drawings and cross sections of proposed embankments and their foundations, including a description of proposed materials.
 - 4. A landscaping drawing showing the proposed restoration of the area. Removal of any trees and shrubs outside the limits of existing clearing area shall be indicated. The drawing shall also indicate location of required guard posts or barriers required to control vehicular traffic passing close to trees and shrubs to be maintained undamaged. The drawing shall provide for the obliteration of construction scars as such and shall provide for a natural appearing final condition of the area. Modification of the CONTRACTOR'S approved drawings shall be made only with the written concurrence of the OWNER. No unauthorized road construction, excavation or embankment construction including disposal areas will be permitted.
- G. The CONTRACTOR shall remove all signs of temporary construction facilities such as haul roads, work areas, structures, foundations of temporary structures, stockpiles of excess materials, or any other vestiges of construction as requested by the OWNER. Any construction disturbed area shall be restored to near natural conditions.
- H. All debris and excess material will be disposed of by CONTRACTOR outside wetland or floodplain areas in an environmentally sound and lawful manner.

1.7 PROTECTION OF AIR QUALITY

- A. The use of burning for the disposal of refuse and debris will not be permitted.
- B. The CONTRACTOR shall maintain all excavations, embankment, stockpiles, access roads, plant sites, waste areas, borrow areas, and all other work areas within or without the project boundaries free from dust which could cause the standards for air pollution to be exceeded, and which would cause a hazard or nuisance to others.
- C. An approved method of stabilization consisting of sprinkling or other similar methods will be permitted to control dust. The use of petroleum products is prohibited. The use of chlorides may be permitted with concurrence from the appropriate regulatory

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT
authority.

- D. Sprinkling must be repeated at such intervals as to keep all parts of the disturbed area at least damp at all times, and the CONTRACTOR must have sufficient competent equipment on the job to accomplish needed sprinkling. Dust control shall be performed as the work proceeds and whenever a dust nuisance or hazard occurs.

1.8 MAINTENANCE OF POLLUTION CONTROL FACILITIES DURING
CONSTRUCTION

- A. During the life of this Contract, CONTRACTOR shall maintain all facilities constructed for pollution control as long as the operations creating the particular pollutant are being carried out or until the material concerned has become stabilized to the extent that pollution is no longer being created. All pollution control devices shall be inspected regularly to ensure they are operating correctly.

1.9 NOISE CONTROL

- A. The CONTRACTOR shall make every effort to minimize noises caused by operations. Equipment shall be equipped with silencers or mufflers designed to operate with the least possible noise in compliance with State and Federal Regulations.
- B. Sound levels measured by the OWNER shall not exceed 55 dBA from 8:00 PM to 7:00 AM or 65 dBA from 7:00 AM to 8:00 PM. This sound level to be measured at the OWNER'S property line. Sound levels of equipment shall not exceed 95 dBA at any time. Sound levels in excess of these values are sufficient cause to have the Work halted until equipment can be quieted to acceptable levels. Work stoppage for excessive noise shall not relieve the CONTRACTOR of the other portions of this specification including, but not limited to Contract Time and Contract Price.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT

SECTION 01505

MOBILIZATION/DEMOBILIZATION

PART 1 - GENERAL

1.1 DEFINITION AND SCOPE

- A. As required for the proper performance and completion of the Work, mobilization shall include, but not be limited to, the following principal items:
1. Move onto the site all CONTRACTOR'S plant and equipment required for the first month's operation.
 2. Install temporary construction power, wiring, telephone, and lighting facilities.
 3. Establish a fire protection plan and safety program.
 4. Secure construction water supply.
 5. Provide field office trailers for CONTRACTOR and PROJECT REPRESENTATIVE.
 6. Provide on-site sanitary facilities and potable water facilities.
 7. Arrange for and erect CONTRACTOR'S lay down and storage yard and employee's parking facilities.
 8. Submit all required insurance certificates and bonds.
 9. Obtain all required permits.
 10. Post all OSHA, FDEP, Department of Labor, and all other required notices.
 11. Have CONTRACTOR'S project manager and/or superintendent at the job site full time.
 12. Submit a detailed construction schedule acceptable to the PROJECT REPRESENTATIVE.
 13. Submit a Schedule of Values of the Work in an approved format acceptable to the PROJECT REPRESENTATIVE.
 14. Submit a hurricane preparedness plan acceptable to the PROJECT REPRESENTATIVE.
 15. Erect all required Project signs.

1.2 PAYMENT FOR MOBILIZATION

- A. Payment for all mobilization/demobilization work will be made at the lump sum price bid for mobilization and demobilization of all labor, equipment, materials and appurtenances necessary for construction of the project. Mobilization shall include all items listed in the above paragraph. Also included, but not limited to, as part of this bid item is the cost for project performance indemnification's, shop drawings, working drawings, schedules, record drawings and documents, coordination, and phasing and other miscellaneous items associated with the work. Measurement and payment for this bid item will be lump sum. The lump sum price for mobilization/demobilization will be limited to 1.5 percent of the total contract

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT
amount. Eighty percent (80%) of the lump sum amount will be payable upon
mobilization. The remaining 20% will be payable upon demobilization.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT

SECTION 01705

CONTRACT CLOSEOUT

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

- A. The CONTRACTOR shall comply with all closeout requirements specified in the General Conditions and this Specification.

1.2 SUBSTANTIAL COMPLETION

- A. When CONTRACTOR considers the Work is substantially complete the following shall be submitted by CONTRACTOR to the OWNER:
 - 1. A written notice that the Work, or designated portion thereof, is substantially complete.
 - 2. A list of items to be completed or corrected.
- B. Within a reasonable time after receipt of such notice, the OWNER will make an inspection to determine the status of completion.
- C. Should the OWNER determine that the Work is not substantially complete:
 - 1. The OWNER will promptly notify the CONTRACTOR in writing, giving the reasons therefore.
 - 2. CONTRACTOR shall remedy the deficiencies in the Work, and send a second written notice of substantial completion to the OWNER.
 - 3. The OWNER will re-inspect the Work.
- D. When the OWNER finds that the Work is substantially complete:
 - 1. The OWNER will prepare and deliver to CONTRACTOR a tentative Certificate of Substantial Completion, with a tentative list of items to be completed or corrected before final payment.
 - 2. After consideration of any objections made by the OWNER as provided in Conditions of the Contract, and when the OWNER considers the Work substantially complete, a definite Certificate of Substantial Completion with a revised tentative list of items to be completed or corrected will be executed and delivered to the CONTRACTOR by the OWNER.

1.3 FINAL INSPECTION

- A. When CONTRACTOR considers the Work complete, the CONTRACTOR shall
CONTRACT CLOSEOUT 01705-1

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT
certify in writing to the OWNER:

1. Contract Documents have been reviewed.
 2. Work has been inspected for compliance with Contract Documents.
 3. Work has been completed in accordance with Contract Documents.
 4. Equipment and systems have been tested in presence of the OWNER and are operational.
 5. Work is completed and ready for final inspection.
- B. The OWNER will make an inspection to verify the status of completion with reasonable promptness after receipt of such certification.
- C. Should the OWNER consider that the Work is incomplete or defective:
1. The OWNER will promptly notify the CONTRACTOR in writing, listing the incomplete or defective work.
 2. CONTRACTOR shall take immediate steps to remedy the stated deficiencies, and send a second written certification to OWNER that the Work is complete.
 3. The OWNER will re-inspect the Work.
- D. When the OWNER finds that the Work is acceptable under the Contract Documents, the CONTRACTOR shall be requested to make closeout submittals.

1.4 REINSPECTION FEES

- A. Should the OWNER perform re-inspections due to failure of the Work to comply with the claims of status of completion made by the CONTRACTOR, OWNER will deduct the amount of any additional compensation it paid for such re-inspections, from the final payment to the CONTRACTOR.

1.5 CONTRACTOR'S CLOSEOUT SUBMITTALS TO OWNER

- A. Evidence of compliance with requirements of governing authorities.
- B. Project Record Documents & Digital video on DVD.
- C. Operating and Maintenance Data.
- D. Warranties and Bonds.
- E. Keys and Keying Schedule.
- F. Spare Parts and Maintenance Materials.
- G. Evidence of Payment and Releases of Liens.

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT

1.6 FINAL ADJUSTMENTS OF ACCOUNTS

- A. The CONTRACTOR shall submit a final statement of accounting to the OWNER.
- B. Statement shall reflect all adjustments to the original Contract amount:

- 1. The original Contract amount.
- 2. Additions and deductions resulting from:
 - a. Previous Change Orders.
 - b. Unit Prices.
 - c. Deductions for uncorrected Work.
 - d. Penalties and Bonuses.
 - e. Deductions for liquidated damages.
 - f. Deductions for reinspection payments.
 - g. Other adjustments.
 - h. Inspection overtime.
 - i. Excessive shop drawing review cost by the ENGINEER.
- 3. Total Contract amount, as adjusted.
- 4. Previous Payments.
- 5. Amount remaining due.

- C. OWNER will prepare a final Change Order, reflecting approved adjustments to the Contract amount which were not previously made by Change Orders.

1.7 FINAL APPLICATION FOR PAYMENT

- A. CONTRACTOR shall submit the Final Application for Payment in accordance with procedures and requirements stated in the General Conditions.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

Check one:

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

or

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

LITIGATION STATEMENT

Check One:

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

or

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

COMPANY: _____

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

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

**NON-COLLUSION
AFFIDAVIT**

STATE OF FLORIDA
COUNTY OF _____

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

Affiant

Sworn to and subscribed before me this _____ day of _____, 2023.

Notary Public

Printed Name

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT



CITY OF PANAMA CITY BEACH

**PCB24-11 ITB FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT**

**APPENDIX A
INSURANCE REQUIREMENTS**

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: **Yes**

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

- **\$3,000,000 Each Occurrence**
- **\$3,000,000 Annual Aggregate** (where applicable in the underlying)

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

2.5. Professional Liability Required: **No**

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

Initial Page: _____ Owner _____ Contractor

Minimum limits are:

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

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

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

2.6 Riggers Liability Required: **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 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 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 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.

Workers Compensation

WC 00 03 13

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

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

In Favor of:

Certificate Holders Name and Project Owner

Work Performed by:

Client (Our Subcontractor)

Client Address

On the Following Project or Location

All Projects or Locations as Required by Contract

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

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

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

WC 00 03 13
(Ed. 4-84)

WC 00 03 01 A

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

ALTERNATE EMPLOYER ENDORSEMENT

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

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

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

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

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

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

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

Schedule

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

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

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

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

WC 00 03 01 A
(Ed 2-89)

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT



CITY OF PANAMA CITY BEACH

**PCB24-11 ITB FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT**

**APPENDIX B
CHANGE ORDER FORM**

CONTRACT CHANGE ORDER

ORDER NO.
DATE
STATE
Florida
COUNTY
Bay

CONTRACT FOR
PANAMA CITY BEACH FRONT BEACH ROAD AND SOUTH THOMAS DRIVE ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT
 OWNER
CITY OF PANAMA CITY BEACH

To _____
 (Contractor)

You are hereby requested to comply with the following changes from the contract plans and specifications:

Description of Changes (Supplemental Plans and Specifications Attached)	DECREASE in Contract Price	INCREASE in Contract Price
TOTALS	\$	\$
NET CHANGE IN CONTRACT PRICE	\$ 0	\$

JUSTIFICATION: Additional days due to unforeseen conditions and rain days.

The amount of the Contract will be **Increased/Decreased** by the Sum of: _____ Dollars (\$ 0.00).

The Contract Total including this and previous Change Orders will be: _____ Dollars (\$ _____).

The Contract Period provided for Completion will be **changed/unchanged**.

This Document will become a supplement to the contract and all provisions will apply hereto.

 (Contractor)

 (Date)

 (Project Manager) Kathy Younce, E.I., CFM, Assistant Public Works Director

 (Date)

 (Owner) Mr. Drew Whitman, City Manager, City of Panama City Beach

 (Date)

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT



CITY OF PANAMA CITY BEACH

**PCB24-11 ITB FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT**

**APPENDIX C
PAY REQUEST FORM**

APPLICATION AND CERTIFICATE FOR PAYMENT

TO (OWNER)
 CITY OF PANAMA CITY BEACH
 ATTN:
 FROM (CONTRACTOR)

PROJECT:
 PROJECT NO.
 OWNER'S REPRESENTATIVE

APPLICATION NO.:
 PERIOD TO
 APPLICATION DATE
 CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in Previous months by Owner			
TOTAL			
Number	Date Approved		
1			
2			
TOTALS		\$0.00	\$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that the current payment shown herein is now due.

CONTRACTOR
 TYPE COMPANY NAME HERE

By _____ Date _____

State of Florida County of: Bay

Subscribed and sworn to before me this _____ day of _____

Notary Public:

1. ORIGINAL CONTRACT SUM	
2. NET CHANGE BY CHANGE ORDERS	\$0.00
3. CONTRACT SUM TO DATE	\$0.00
4. EARNED TO DATE	
a. Work Completed (See Attached)	
b. Stored Materials including Owner issued POs (See Attached)	
TOTAL COMPLETED & STORED TO DATE	
5. TAX SAVINGS AGREEMENT: (Through Summary No.)	
a. Total Purchase Orders Issued by Owner (To Date)	
b. Anticipated Tax Savings on Owner Issued POs	
c. Vendor Invoices Paid @ Contractors Request (To Date)	
d. Vendor Retainages Unpaid @ Contractors Request (To Date)	
6. Total Tax Savings Agreement Deduction (Sum of Line 5a and 5b)	\$0.00
7. TOTAL EARNED LESS TAX AGREEMENT DEDUCTIONS (Line 4 less Line 6 total)	\$0.00
8. RETAINAGE (10% OF Line 7)	\$0.00
9. TOTAL EARNED LESS RETAINAGE (Line 7 less Line 8)	\$0.00
10. LESS PREVIOUS CERTIFICATES FOR PAYMENT	
11. CURRENT PAYMENT DUE	\$0.00
12. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 – Line 6 – Line 9)	\$0.00

OWNER'S REPRESENTATIVE'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the date comprising the above application, the Owner's Representative certifies to the Owner that to the best of the Owner's Representative's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

OWNER'S REPRESENTATIVE: _____
 (Attach explanation if amount certified differs from the amount applied for.)

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT



CITY OF PANAMA CITY BEACH

**PCB24-11 ITB FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT**

APPENDIX D

CERTIFICATE OF SUBSTANTIAL COMPLETION

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: **FRONT BEACH RD & THOMAS DR ROADWAY LIGHTING REPAIR & IMPROVEMENT PROJECT**

DATE OF ISSUANCE _____

OWNER _____

OWNER'S ACCOUNT NO. _____

CONTRACTOR _____ ENGINEER _____

This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following parts thereof:

TO: **CITY OF PANAMA CITY BEACH**
Owner

And TO: _____
Contractor

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR, and ENGINEER, and that the Work is hereby declared to be substantially complete in accordance with the Contract Documents on

Date of Substantial Completion

A tentative list of items to be completed or corrected is to be developed within one week. This may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of the CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within 30 days of the above date of Substantial Completion.

From the date of Substantial Completion the responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties and guarantees shall be as follows:

RESPONSIBILITIES:

OWNER: CITY OF PANAMA CITY BEACH

CONTRACTOR: _____

The following documents are attached to and made a part of this Certificate:

(For items to be attached see definition of Substantial Completion as supplemented and other specifically noted conditions precedent for achieving Substantial Completion as required by Contract Document.)

Executed by ENGINEER on _____ Chris Forehand, P.E., Panhandle Engineering, Inc.
Date *Engineer*

By: _____
Authorized Signature

CONTRACTOR accepts this Certificate of Substantial Completion on _____
Date

Contractor

By: _____
Authorized Signature

OWNER accepts this Certificate of Substantial Completion on _____
Date

Mr. Drew Whitman, City Manager
Owner

By: _____
Authorized Signature

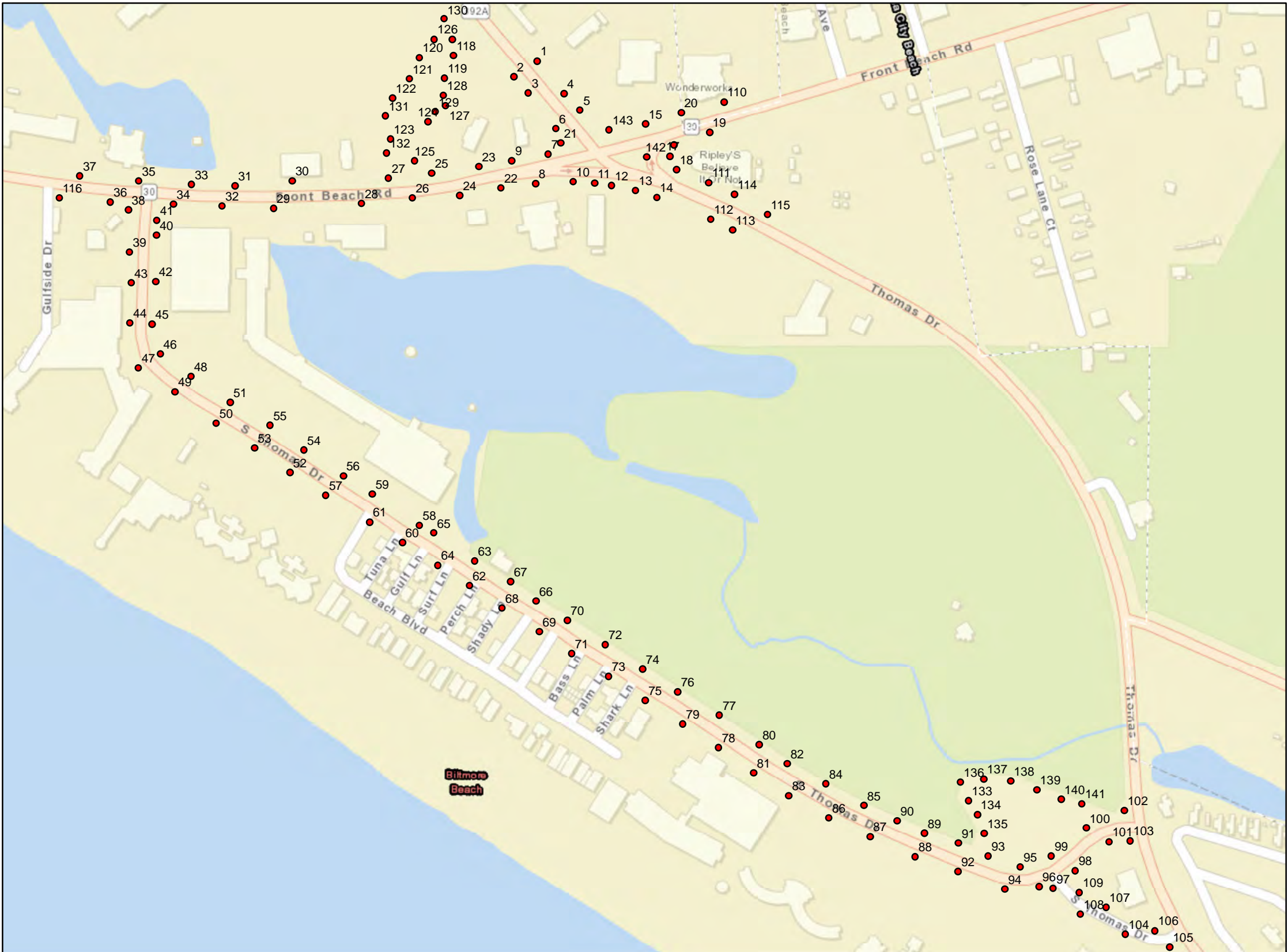
PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT



CITY OF PANAMA CITY BEACH

**PCB24-11 ITB FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT**

**APPENDIX E
MAP OF DAMAGED STREET LIGHTS**







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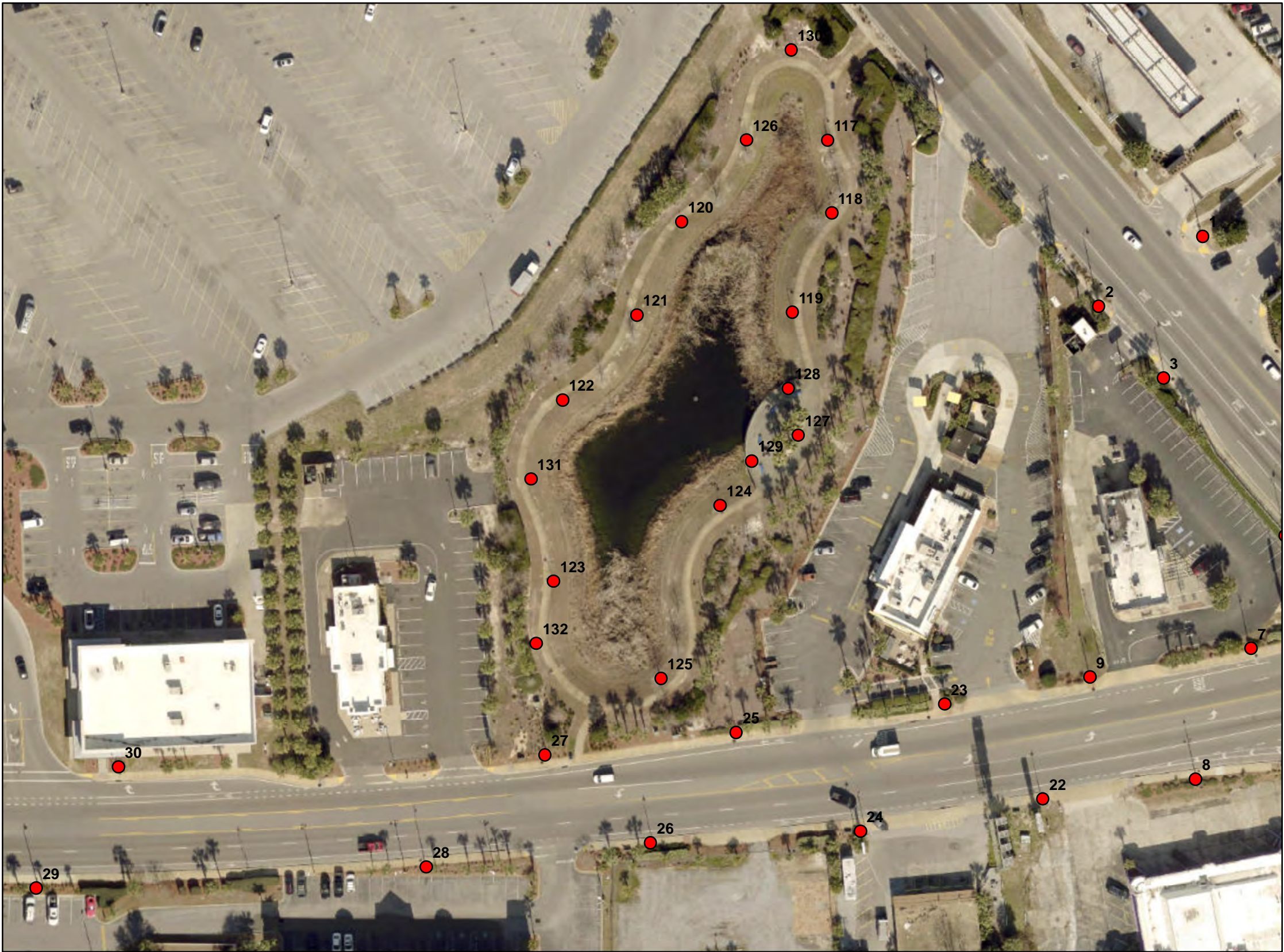
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Wonderworks

Ripley's
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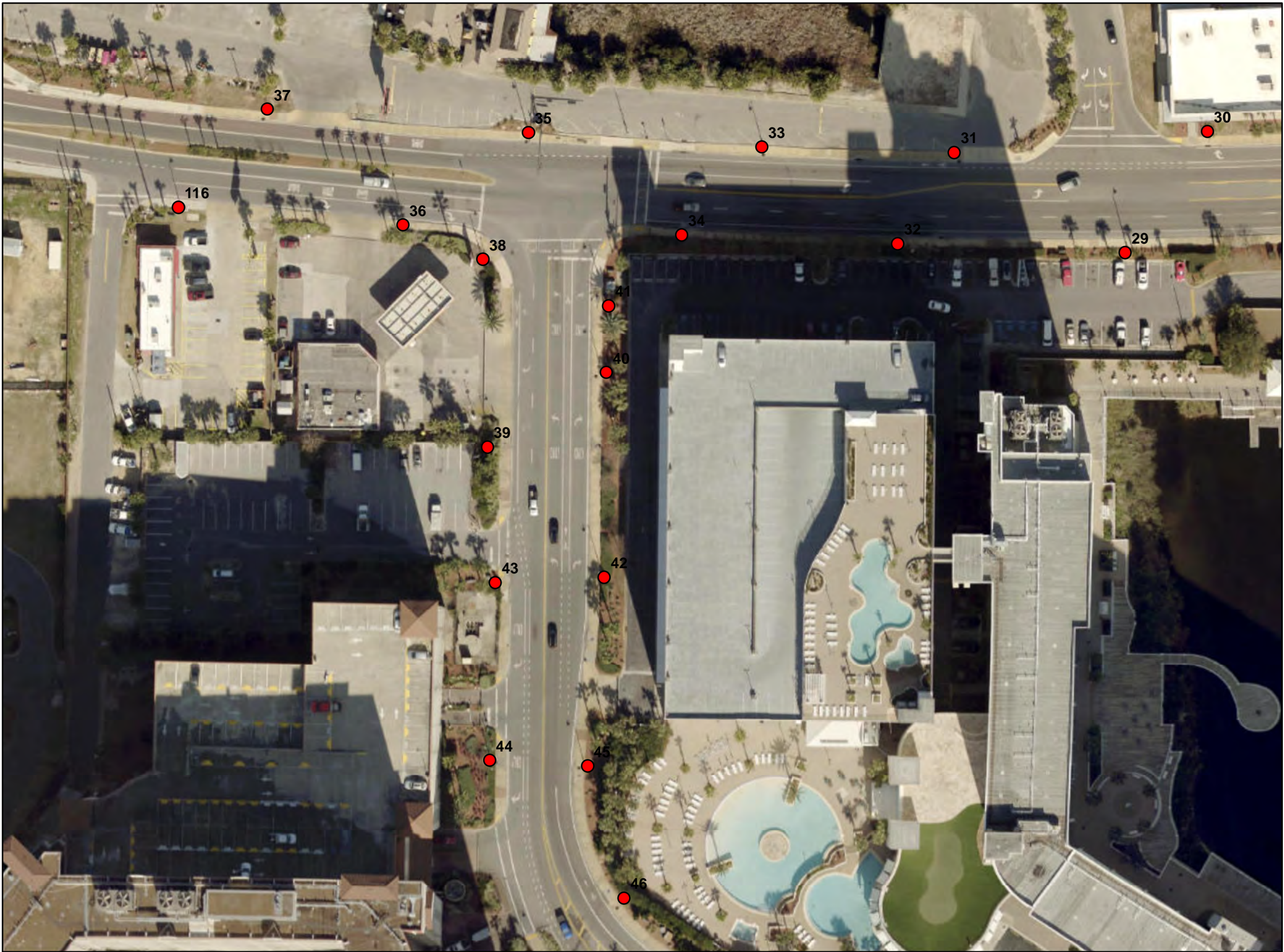
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PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT



CITY OF PANAMA CITY BEACH

**PCB24-11 ITB FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT**

**APPENDIX F
FEDERAL FUNDING REQUIREMENTS**

Front Beach Road and South Thomas Drive Roadway Lighting Repair and Improvement Project Invitation to Bid: Federal Funding Requirements

Table of Contents

Contents

Notice of Use of Funding Agency Funds and Overview	2
<i>Funding sources include:</i>	2
Informational: Requirements that will enter into a contract with the selected responsive bidder	4
<i>Notable Federal Contracting Requirements</i>	4
<i>Equal Employment Opportunity Clause</i>	15
<i>Affirmative Action</i>	17
<i>Certified Minority and Women Owned Business Clause</i>	19
<i>Section 3 Clause</i>	20
<i>Davis Bacon Requirements</i>	21
<i>Davis Bacon Wage Determinations, City of Panama City Beach</i>	21
<i>Action Items – Signatures Required and Forms to be returned with Bid Package</i>	27
<i>Debarment and Suspension</i>	28
<i>Byrd Anti-Lobbying Amendment</i>	30
<i>Section 3 Form 1 – Section 3 Assessment and Certifications</i>	32
<i>Section 3 Form 2 – Subcontractor Information</i>	34
<i>Section 3 Form 3 – List of Permanent Employees</i>	35
<i>Section 3 Form 4 – Documentation of Qualitative Efforts</i>	37
<i>Federal Contract Clauses, including Davis-Bacon, EEO, Affirmative Action, Section 3, et al Acknowledgement</i>	40

Notice of Use of Funding Agency Funds and Overview

The Front Beach Road and South Thomas Drive Roadway Lighting Repair and Improvement Project, as described within this bid document, will be funded via numerous sources. Each source of funding may contain specific requirements; this Section covers Community Development Block Grant, Disaster Recovery (CDBG-DR) requirements.

Funding sources include:

- FEMA Public Assistance {Federal}
- FEMA Public Assistance – Mitigation {Federal}
- HUD CDBG-DR {Federal}

Considering the diversity of funding sources, the City will need to comply with regulations across all programs. This Section outlines each of these requirements so that the contractor can understand the parameters that will need to be followed. The City has contracted expertise with these funding agencies and will be working together with the contractor to provide technical assistance with compliance.

This Section includes 4 certifications which require signature and four Section 3 worksheets to be filled out by the bidding entity. A summary of sections and Bid package requirements is provided in the following table:

Federal Funding Requirements Sub-Section	Description	Action Required of Bidder
Notable Federal Contracting Requirements	Allowable contract pricing types, documentation, oversight, and bonding requirements	<i>Informational</i> – to be read and understood by the bidding entity
Federal Contract Clauses	Federal clauses and provisions which will impact the contract with the awarded contractor. Includes Copeland Anti- Kickback, Termination for Cause, Access to Records, Clean Water and Clean Air Act, among others.	<i>Informational</i> – to be read and understood by the bidding entity
Equal Employment Opportunity Clause	Clause recognizing that neither the City, nor its contractors and subcontractors, will discriminate in employment opportunities against any federally protected class.	<i>Informational</i> – to be read and understood by the bidding entity
Affirmative Action	Per Executive Order 11246, language that recognizes the importance of affirmatively furthering opportunities for protected classes and Minority and Women owned businesses.	<i>Informational</i> – to be read and understood by the bidding entity
Certified Minority and Women-Owned Business Clause	Inclusion of a list maintained by Florida Office of Supplier Diversity to encourage the utilization of minority and women-owned subcontractors, where feasible.	<i>Informational</i> – to be read and understood by the bidding entity

Federal Funding Requirements Sub-Section	Description	Action Required of Bidder
Section 3 Clause	Federal language that describes how HUD- funded projects should try to the extent feasible to offer employment opportunities to Section 3 Workers and Section 3 businesses, which are generally defined as lower-income, public housing assisted, and residing in the project area.	<i>Informational</i> – to be read and understood by the bidding entity
Davis Bacon Requirements and Wage Determinations	Laws requiring that all contractor employees be paid a certain wage based on job classification and project area. Wage determinations provide details for the current project job area in Heavy construction and Building construction.	<i>Informational</i> – to be read and understood by the bidding entity
Conflict of Interest	Certification wherein the bidding entity attests not to have any conflictual relationships or interests with any person administering CDBG funds.	Action Required: Signature of Bidding Entity's Authorized Representative and additional details and returned with final bid.
Debarment and Suspension	Certification that the bidding entity has not been debarred or suspended, as recorded in the federal System for Award Management (SAM).	Action Required: Signature of Bidding Entity's Authorized Representative and additional details and returned with final bid.
Byrd Anti-Lobbying Amendment	Certification that the bidding entity has not utilized funding toward lobbying efforts to affect a favorable decision or outcome related to this opportunity.	Action Required: Signature of Bidding Entity's Authorized Representative and additional details and returned with final bid.
Section 3, Forms 1-4	Forms detailing Contractor Section 3 Status, Potential Section 3 Subcontractors, Contractor Section 3 Employees, and Contractor Section 3 Qualitative Efforts. This includes whether the bidding entity is itself a Section 3 businesses, whether it has located Section 3 subcontractors, whether its staff include Section 3 Workers, and how it has attempted to proactively engage Section 3 Workers and Businesses on the present project.	Action Required: Forms need to be filled and signed in accordance with requested information and returned with final bid.
Federal Contract Clauses Acknowledgement	Certification that the bidding entity has read and understands the clauses contained in the informational sub-section of the Federal Funding Requirements.	Action Required: Signature of Bidding Entity's Authorized Representative and additional details and returned with final bid.

Informational: Requirements that will enter into a contract with the selected responsive bidder

Notable Federal Contracting Requirements

Front Beach Road and South Thomas Drive Roadway Lighting Repair and Improvement Project Pricing Structure

The Front Beach Road and South Thomas Drive Roadway Lighting Repair and Improvement Project will utilize the method of formal procurement by sealed bid, described under 2 CFR 200.320 (b)(1). As such, a Construction Manager at Risk (CMAR) structure will not be used.

This includes following the procurement protocols found in 2 CFR 200, including:

- Price as a selection factor for competitive proposals (2 CFR 200.320)
- Cost or price analysis for all project costs (2 CFR 200.324)
- Independent estimates required for projects over \$250,000 (2 CFR 200.324)
- Following affirmative steps toward contracting with MWBEs (2 CFR 200.321)
- Contracts will only be awarded to a responsible contractor (2 CFR 200.318(h))
- Full and open competition requirements will be observed (2 CFR 200.319)

Cost Plus Percentage of Cost, Percentage of Construction Cost Pricing Structures

Per 2 CFR 200.324 (d): *The cost plus a percentage of cost and percentage of construction cost method of contracting must not be used.* This regulation applies to both FEMA and HUD CDBG-DR funding. Thus, **agreements will not contain** “cost plus percentage of cost” (CPPC) and / or “percentage of construction costs” pricing structures.

FEMA guidance defines a CPPC as *a contract that is a cost-reimbursement contract containing some element that commits the non-state entity [City] to pay the contractor an amount (in the form of either profit or cost), undetermined at the time of the contract award, based on a percentage of future costs.* FEMA uses a four-part analysis to determine if a contract is a prohibited CPPC or percentage of construction cost contract:

- Payment is made at a predetermined percentage rate;
- The predetermined percentage rate is applied to actual performance costs;
- The contractor’s entitlement is uncertain at the time of contracting; and,
- The contractor’s entitlement rate increases commensurately with increased performance costs.

DOCUMENTATION: Bids, Estimates, Invoices and Certificates of Payments

For FEMA and Florida Department of Commerce, itemized bidding and invoicing is a critical part of their validation process required before receiving any type of reimbursement. If bids, estimates, invoices, or certificates of payment are incomplete, do not match the scope of work or do not provide sufficient detail, it can slow down the reimbursement process. There is also the potential for the funding source to determine the work is not eligible for reimbursement.

Historically, the level of detail FEMA and CDBG-DR require in bids, estimates, invoices, and Certificates of Payment exceeds a contractor’s normal practice. Thus, all submitted bids, estimates, invoicing, and certificates

of payments will be required in detail and itemization to meet the programmatic requirements of funding sources. In addition to detail and itemization, awarded contractors should submit all environmental documentation when acquiring and/or disposing of material. This includes all permits or acknowledgement of permit waivers or extensions along with any other required documentation requested by the funding source(s).

For FEMA Mitigation: All eligible components that will be improved above code and standard, will require all bidding contractors to submit an estimate for **both** the code compliant component and the improved component. The eligible improved component cannot exceed 100% of the code compliant element cost to be considered feasible by the funding source.

Oversight

Per 2 CFR 200.318, the City must maintain contract oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. Thus, the City and its grant management entities require cooperation on all requested documentation, reports, and other activities needed to fulfill the requirements of grant funding agencies.

Bonding Requirements

For construction improvement contracts or subcontracts in excess of \$250,000, the following bonds are required:

- A **bid guarantee**, consisting of a firm commitment such as a bid bond, certified check, or other negotiable instrument equivalent of 5 percent of the bid price accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- A **performance bond** on the part of the contractor for 100 percent of the contract price, to secure fulfillment of all the contractor's obligations under such contract.
- A **payment bond** on the part of the contractor for 100 percent of the contract price, to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

Federal Contract Clauses

FEMA and HUD grant subrecipients will often use contractors to help them carry out work under their awards. These contracts are a commercial transaction between the subrecipient and its contractor, and neither FEMA nor HUD have a contractual relationship with the subrecipient's contractors. Although FEMA and HUD are not a party to the contract, if a subrecipient is using federal funding to pay for the contract, the subrecipient must comply with federal laws, including the federal procurement standards in 2 CFR 200.318 through 2 CFR 200.327. (DR-4399 OMB Guidelines Prior to November 12, 2020 Revisions)

REMEDIES

- a. **Standard.** Contracts for more than the simplified acquisition threshold, currently set at \$250,000, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II(A).
- b. **Applicability.** This requirement applies to all HUD and FEMA grant and cooperative agreement programs.

TERMINATION FOR CAUSE AND CONVENIENCE

- a. Standard. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be affected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).
- b. Applicability. This requirement applies to all HUD and FEMA grant and cooperative agreement programs.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
- b. Applicability. This requirement applies to all HUD and FEMA contracts awarded by the non-federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Contract Clause

Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor

and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* City of Panama City Beach shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

- a. **Standard.** If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).
- b. **Applicability.** This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.

Contract Clause

Clean Air Act

The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, amended, 42 U.S.C. § 7401 et seq.

1. The contractor agrees to report each violation to The City of Panama City Beach and understands and agrees that The City of Panama City Beach will, in turn, report each violation as required to assure notification to the Florida Department of

Commerce, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

2. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA and HUD.

Federal Water Pollution Control Act

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

PROCUREMENT OF RECOVERED MATERIALS

- a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. § 200.323.
- b. Applicability. This requirement applies to all contracts awarded by a non-federal entity under HUD and FEMA grant and cooperative agreement programs.
- c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Contract Clause:

- i. In the performance of this contract, the Contractor shall make maximum use of

products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 2. Meeting contract performance requirements; or
 3. At a reasonable price.
- ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

ACCESS TO RECORDS

- a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Contract Clause

Access to Records. The following access to records requirements apply to this contract:

1. The Contractor agrees to provide the Florida Department of Commerce, FDEM, The City of Panama City Beach, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide HUD and/or the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
4. In compliance with the Disaster Recovery Act of 2018, The City of Panama City Beach and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

CHANGES

- a. Standard. To be eligible for HUD and FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.
- b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

DHS SEAL, LOGO, AND FLAGS

- a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).
- b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

Contract Clause

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

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

- a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.
- b. Applicability. HUD and FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that HUD and FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

Contract Clause

"This is an acknowledgement that HUD and FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, HUD/FEMA policies, procedures, and directives, including, but not limited to:"

- a. The Housing and Community Development Act of 1974, as amended;
- b. Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance

- Act (42 U.S.C. § 5155), as amended;
- c. Section 18 of the Small Business Act (14A U.S.C. § 647), as amended;
 - d. 44 C.F.R. § 206.191 (Duplication of Benefit), as amended;
 - e. Federal Register, Vol. 76, No. 221, November 16, 2011 (76 FR 71060): Clarification of Duplication of Benefits Requirements Under the Stafford Act for Community Development Block Grant (CDBG) Disaster Recovery Grantees;
 - f. Public Law 114-223: Continuing Appropriations Act, 2017;
 - g. Public Law 114-254: Further Continuing and Security Assistance Appropriations Act, 2017;
 - h. HUD Federal Register Notice published at 81 FR 83254 dated November 21, 2016;
 - i. HUD Federal Register Notice published at 82 FR 5591 dated January 18, 2017; and
 - j. HUD Federal Register Notice published at 82 FR 36812 dated August 7, 2017.

NO OBLIGATION BY FEDERAL GOVERNMENT

- a. Standard. HUD and FEMA are not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.
- b. Applicability. HUD and FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Contract Clause:

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. Applicability. HUD and FEMA recommend that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions

pertaining to the contract.

Contract Clause

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

CONTRACT PROVISIONS

The following contract provisions will be included in any contracts awarded using federal funding.

- All contracts will comply with 2 CFR 200.327 and Appendix II as it relates to contract clauses, where applicable.
- Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.
- The City of Panama City Beach and Federal Agencies must be permitted to require changes, remedies, changed conditions, access and record retention, and suspension of work clauses approved by the governing body.

COPELAND “ANTI-KICKBACK” ACT (40 U.S.C. 3145)

As supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”)

The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

ENERGY POLICY AND CONSERVATION ACT (42 U.S.C. 6201)

Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Act.

Equal Employment Opportunity Clause

The following clause, from 41 CFR Part 60-1.4(b) will be incorporated into all contracts and subcontracts that meet the definition of “federally assisted construction contract”:

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding

upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Affirmative Action

In conformance with Executive Order 11246, the City will affirmatively further economic opportunity through CBDG-DR projects by undertaking the following:

1. The City and its contractors will take affirmative action to ensure that applicants and employees are treated without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. This includes employment, upgrading, demotion, transfer, recruitment and recruitment advertising, layoff or termination, rates of pay and other forms of compensation, selection for training, and apprenticeship. The City and its subcontractors will post notices setting forth the provisions of this nondiscrimination clause in conspicuous places available to employees and applicants.
2. The City and its contractors will, in solicitations or advancements for employees placed by or on behalf of the City, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The City and its contractors will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The City and its contractors will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The City and its contractors will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The City and its contractors will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the City or its contractors' noncompliance with the nondiscrimination clauses of this policy or with any such rules, regulations, or orders, a contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order

No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The City and its contractors will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the City or its contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
9. The City and its contractors, having a contract containing the provisions prescribed in Section 202 shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the City and its contractors and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.
10. Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of Executive Order No. 11246 of September 24, 1965, or any preceding similar Executive Order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.
11. The City and its contractors shall take the affirmative steps listed in 2 CFR 200.321(b)(1) through (5) to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, when the City and its contractors procures property or services under this agreement.
12. Whenever the City or its contractors or subcontractors have a collective bargaining agreement or other contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: Provide, that to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify to the Secretary of Labor as part of its Compliance report and shall set forth what efforts he has made to obtain such information.

Certified Minority and Women Owned Business Clause

Positive efforts as required by the Community Development Block Grant Disaster Recovery (CDBG-DR) Program shall be made by Respondents to utilize minority-owned and women-owned businesses as sources of construction, materials, supplies and services. Such efforts must allow these sources the maximum feasible opportunity to compete for sub-agreements and contracts. Documentation of efforts made to utilize minority and women-owned firms must be maintained by all Respondents. The owner's goal for minority-owned business participation as a percentage of construction cost is 10%. The owner's goal for women-owned business participation is 5%. The city will follow § 200.321 (b)(1) through (6) to the extent feasible.

By reference the Office of Supplier Diversity (OSD), Certified MWBE directory entries. The aforementioned list of businesses constitutes OSD-certified subcontractors that provide a variety of services that may be utilized by the prime contractor.

Latest download made 9/28/2023 from: <https://osd.dms.myflorida.com/directories>

Section 3 Clause

All Section 3 covered contracts and subcontracts must include the following clause:

- I. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC.1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance, or HUD-assisted projects covered by Section 3, shall to the greatest extent feasible be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- II. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- III. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 Clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- IV. The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate actions, as provided in an applicable provision of the subcontract or in this Section 3 Clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
- V. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
- VI. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- VII. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 USC 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian- owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Davis Bacon Requirements

Davis-Bacon Act, as amended (40 U.S.C. 3141-3148)

When required by Federal program legislation, **all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act** (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, **contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.** In addition, **contractors must be required to pay wages not less than once a week.** The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Davis Bacon Wage Determinations, City of Panama City Beach

These wage determinations are included for budget planning purposes and will need to be updated based on the final contract date, to reflect the most current wage determinations from Department of Labor

General Decision Number: FL20230158 01/06/2023

Superseded General Decision Number: FL20220158

State: Florida

Construction Type: Highway

County: Bay County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none">• Executive Order 14026 generally applies to the contract.• The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none">• Executive Order 13658 generally applies to the contract.• The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date
 0 01/06/2023

*SUFL2013-019 08/19/2013

	Rates	Fringes
CARPENTER.....	\$ 13.71 **	0.00
CEMENT MASON/CONCRETE FINISHER, Includes Form Work.....	\$ 11.61 **	0.00
ELECTRICIAN.....	\$ 22.11	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine).....	\$ 13.81 **	0.00
HIGHWAY/PARKING LOT STRIPING: Painter.....	\$ 12.13 **	0.00
IRONWORKER, ORNAMENTAL.....	\$ 13.48 **	0.00
IRONWORKER, REINFORCING.....	\$ 16.24	0.00
IRONWORKER, STRUCTURAL.....	\$ 16.42	0.00
LABORER (Traffic Control Specialist).....	\$ 11.51 **	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 10.91 **	0.00
LABORER: Common or General.....	\$ 10.16 **	0.00
LABORER: Flagger.....	\$ 10.25 **	0.00
LABORER: Grade Checker.....	\$ 10.83 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 12.81 **	0.00
LABORER: Pipelayer.....	\$ 11.70 **	0.00
OPERATOR:		

Backhoe/Excavator/Trackhoe.....	\$ 13.13 **	0.00
OPERATOR: Bobcat/Skid		
Steer/Skid Loader.....	\$ 14.07 **	0.00
OPERATOR: Broom/Sweeper.....		
	\$ 11.10 **	1.89
OPERATOR: Bulldozer.....		
	\$ 14.29 **	0.00
OPERATOR: Concrete Finishing		
Machine.....	\$ 15.44 **	0.00
OPERATOR: Crane.....		
	\$ 21.23	0.00
OPERATOR: Curb Machine.....		
	\$ 19.21	0.00
OPERATOR: Distributor.....		
	\$ 14.54 **	0.00
OPERATOR: Drill.....		
	\$ 14.78 **	0.00
OPERATOR: Forklift.....		
	\$ 12.29 **	0.00
OPERATOR: Gradall.....		
	\$ 14.71 **	0.00
OPERATOR: Grader/Blade.....		
	\$ 16.50	0.00
OPERATOR: Loader.....		
	\$ 11.66 **	0.00
OPERATOR: Mechanic.....		
	\$ 15.84 **	0.00
OPERATOR: Milling Machine.....		
	\$ 13.29 **	1.92
OPERATOR: Oiler.....		
	\$ 16.32	0.00
OPERATOR: Paver (Asphalt,		
Aggregate, and Concrete).....	\$ 12.43 **	0.00
OPERATOR: Piledriver.....		
	\$ 17.23	0.00
OPERATOR: Post Driver		
(Guardrail/Fences).....	\$ 17.02	0.00
OPERATOR: Roller.....		
	\$ 10.99 **	0.00
OPERATOR: Scraper.....		
	\$ 12.01 **	0.00
OPERATOR: Screed.....		
	\$ 13.13 **	0.00
OPERATOR: Trencher.....		
	\$ 16.04 **	0.00
PAINTER: Spray.....		
	\$ 19.57	0.00
TRAFFIC SIGNALIZATION:		
Traffic Signal Installation.....	\$ 15.44 **	0.00

TRUCK DRIVER: Dump Truck.....\$ 10.77 **	0.00
TRUCK DRIVER: Flatbed Truck.....\$ 14.28 **	0.00
TRUCK DRIVER: Lowboy Truck.....\$ 13.35 **	0.00
TRUCK DRIVER: Slurry Truck.....\$ 11.96 **	0.00
TRUCK DRIVER: Water Truck.....\$ 12.90 **	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that

classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- ❖ an existing published wage determination
- ❖ a survey underlying a wage determination
- ❖ a Wage and Hour Division letter setting forth a position on
- ❖ a wage determination matter
- ❖ a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

Action Items – Signatures Required and Forms to be returned with Bid Package

Conflict of Interest

This Procurement observes the regulations found at 24 CFR 570.489. **All entities submitting a bid must disclose in writing as part of bid submission materials if any form of conflict is believed to exist.** The statute is as follows:

(a) Conflict of interest -

(1) Applicability.

(i) In the procurement of supplies, equipment, construction, and services by the States, units of local general governments, and subrecipients, the conflict of interest provisions in paragraph (g) of this section shall apply.

(ii) In all cases not governed by paragraph (g) of this section, this paragraph (h) shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance with CDBG funds by the unit of general local government or its subrecipients, to individuals, businesses and other private entities.

(2) Conflicts prohibited. Except for eligible administrative or personnel costs, the general rule is that no persons described in paragraph (h)(3) of this section who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this subpart or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

(3) Persons covered. The conflict of interest provisions for paragraph (h)(2) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the State, or of a unit of general local government, or of any designated public agencies, or subrecipients which are receiving CDBG funds.

CONFLICT OF INTEREST CERTIFICATION

The bidding entity has read, acknowledges, and agrees to comply with the provisions of the above statement.

Authorized Representative

Authorized Representative Signature

Date

Bidding Entity

FEIN

Debarment and Suspension

- a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).
- b. Applicability. This requirement applies to all HUD and FEMA grant and cooperative agreement programs.
- c. Requirements.
 - i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.
 - ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.
 - iii. Specifically, a covered transaction includes the following contracts for goods or services:
 1. The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 2. The contract requires the approval of HUD and FEMA, regardless of amount.
 3. The contract is for federally-required audit services.
 4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either

the approval of HUD and FEMA or is in excess of \$25,000.

Contract Clause

The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by The City of Panama City Beach. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to The City of Panama City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Business Name _____

Business FEIN _____

Business DUNS _____

Date _____

By _____

Name and Title of Authorized Representative

Signature of Authorized Representative

Byrd Anti-Lobbying Amendment

Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Regulation 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.

- a. Applicability. This requirement applies to all HUD and FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

- a. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of

Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

1. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
2. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____.

Signature of Contractor's Authorized Official

_____.

Name and Title of Contractor's Authorized Official

_____.

Date

Section 3 Form 1 – Section 3 Assessment and Certifications

This form is required for ALL projects and must be submitted with bid or application for funding.

Project Information

Project Name:
Project Location or Address(es):

Developer/Contactor Information:

Name of Firm:	Address:
Authorized Representative:	Title:
Phone:	Email:

1. Check all that apply to your business:

- Your business is at least 51% owned and controlled by low- or very low-income persons
- Over 75% of the labor hours performed for your business over the past three-month period were performed by Section 3 workers
- Your business is at least 51% owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing
- None of the above

2. Will you be hiring new employees or providing new training opportunities because of this contract?

- Yes No

3. Will you be using subcontractors to complete this project?

- Yes No

4. Is your bid/contract amount greater than \$200,000? Yes No

If response to item 4 above is “YES,” Section 3 requirements will be fully enforced on this project. Failure to comply may result in the suspension of funding. Please complete the certifications below and submit FORMS 1-5 with your bid or application for funding.

If NO, Section 3 participation is strongly encouraged but not required. Please attempt to meet the Section 3 goals to the greatest extent feasible. You must still complete the certifications below as applicable and return FORMS 1 and 2 with your bid or application for funding.

Certifications		YES	NO	N/A
All Projects:	By completing and signing this form, I agree to comply with all applicable requirements of the Section 3 of the Housing and Urban Development Act of 1968 (24 CFR Part 75)	<input type="checkbox"/>	<input type="checkbox"/>	
	I understand that I must complete and submit FORMS 1 and 2 and submit them with my bid even if my bid is under \$200,000.	<input type="checkbox"/>	<input type="checkbox"/>	
Projects over \$200K:	I have included/will include the Section 3 Clause (FORM 5) in all subcontracts for which Section 3 compliance is required.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	I understand that I am required to submit quarterly and final Section 3 reports (FORM 6), associated forms as applicable (FORMS 2, 3 and 4) and supporting documentation.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	I agree that my company has made and will continue to make efforts “to the greatest extent feasible” to comply with Section 3 as required by HUD.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	I understand the minimum numerical goals for Section 3 participation and I have completed FORMS 1 through 4 and attached them to my bid.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

I declare that all statements contained in this form and any accompanying documents are true and correct, and made with full knowledge that all statements given are subject to investigation and that any false or dishonest answer to any question may be grounds for denial or revocation of funding or other penalties as prescribed under 18 U.S. Code § 1001.

Authorized Representative Signature

Date

Section 3 Form 2 – Subcontractor Information

This form is required for ALL projects (regardless of whether Section 3 is triggered) and must be submitted with bid or application for funding. If project is over \$200,000 in HUD funds, this form must be updated and re-submitted at the time of contract execution and again with the final Section 3 compliance report.

Project Name	Contract Execution Date	Construction Start Date	Today's Date

Check the box that applies and complete the table if applicable:

- This project WILL NOT utilize subcontractors.
- This project MAY utilize the following subcontractors:

No.	Sect3 Bus.	Subcontractor Name	Subcontractor Address and Phone Number	Trade	Subcontract Amount
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					

Section 3 Form 3 – List of Permanent Employees

This form is required for all Section 3-triggered projects (over \$200,000) and must be submitted with bid or application for funding and again with the final Section 3 compliance report.

Project Name	Contract Execution Date	Construction Start Date	Today's Date

Please list all current permanent employees (both full and part-time) employed by your company (or local/regional office) as of the signature date on FORM 1, as well as employees of all subcontractors working on this project. Use additional sheets as necessary. A computer-generated employee registry can be provided in lieu of this form if it includes the worker's name, employer and job category and indicates Section 3/targeted Section 3 status.

No.	Name of Worker	Employer	Job Category/Trade	Section 3 Worker (Y/N)	Targeted Section 3 Worker (Y/N)
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					

Please note that your business may be eligible for Section 3 Business certification if at least 75% of your labor hours performed on all contracts over the past three-month period were performed by employees who meet one of the following categories below:

- The worker lives within one mile of the Section 3 project (or, if fewer than 5,000 people live within one mile of the Section 3 project, within a circle centered on the Section 3 project that is

sufficient to encompass a population of 5,000 people according to the most recent U.S. Census);

- The worker is a HUD YouthBuild participant; or
- The worker's income for the previous or annualized calendar year is below 80% of the current area median income for the area in which the worker resides. (Use the worker's annual gross income based on AMI for a single-person household.) HUD income limits can be found at <https://www.huduser.gov/portal/datasets/il.html>.)

Section 3 Form 4 – Documentation of Qualitative Efforts

This form is required for all Section 3-triggered projects (over \$200,000) and must be submitted with bid or application for funding, as well as with all quarterly or final compliance reports that indicate numeric goals were not met. Please fill out this form completely. Attach additional pages if needed.

Project Name	Contract Execution Date	Construction Start Date	Today's Date

1. Describe all efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, to Section 3 workers. Attach additional pages if needed.

Attach supporting documentation such as:

- Copies of all publications, notices, pictures of posted notices, and other outreach materials.
- List of all Section 3 workers that responded to your outreach efforts (e.g., submitted job applications, phone logs, etc.); were any of them hired? If not, please explain why.

2. Describe all efforts made to notify Section 3 businesses of any subcontracting opportunities generated by HUD financial assistance for this project, to the greatest extent feasible. Attach additional pages if needed.

Attach supporting documentation such as:

- Section 3 Business List used in solicitation. Must have been provided by The City of Panama City Beach prior to solicitation and should be no more than 30 days old at the time of solicitation.
- List of Section 3 business included in solicitation and documentation of efforts (emails, letters, phone, logs, etc.).
- List of Section 3 businesses that responded to your solicitation and/or outreach efforts; were any of them hired? If not, please explain why.
- Copies of all publications, notices, pictures of posted notices, and any other outreach material utilized.

FORM 4 – DOCUMENTATION OF QUALITATIVE EFFORTS (CONTINUED)

3. Describe all additional qualitative efforts made to comply with Section 3 requirements. See below for examples. Attach all applicable supporting documentation.

4. If there are employment opportunities associated with your project, include a draft of the proposed signage. Section 3 signage should be posted at the construction site. Signage must be large enough to be visible from the street. The sign must (a) identify the name of the project, (b) state the project is a HUD Section 3 Project, and (c) include the name, phone number and email address of an appropriate point of contact regarding employment opportunities.

Examples of Qualitative Efforts

- Engage in outreach efforts to generate job applicants who are Targeted Section 3 workers
- Provide training or apprenticeship opportunities
- Provide technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching)
- Assist or connect Section 3 workers with drafting resumes, preparing for interviews, and finding job opportunities
- Hold one or more job fairs
- Provide or refer Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, childcare)

- Provide assistance to apply for or attend community college, a four-year educational institution, or vocational/technical training
- Help Section 3 workers to obtain financial literacy training and/or coaching
- Engage in outreach efforts to identify and secure bids from Section 3 business concerns
- Provide technical assistance to help Section 3 business concerns understand and bid on contracts
- Divide contracts into smaller jobs to facilitate participation by Section 3 business concerns
- Provide bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns
- Promote use of business registries designed to create opportunities for disadvantaged and small businesses
- Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act

Other:

Federal Contract Clauses, including Davis-Bacon, EEO, Affirmative Action, Section 3, et al Acknowledgement

The bidding entity has read and acknowledges the Davis-Bacon, Equal Employment Opportunity, Affirmative Action, Section 3, and other clauses presented in this "Federal Funding Requirements" package. In the event that the bidding entity is selected for the Front Beach Road and South Thomas Drive Roadway Lighting Improvement Project, it agrees to comply with the federal and state requirements of these funding sources.

Authorized Representative

Authorized Representative Signature

Date

Bidding Entity

FEIN

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT



CITY OF PANAMA CITY BEACH

**PCB24-11 ITB FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT**

APPENDIX G

CONFORMED CONSTRUCTION LIGHTING PLANS

GENERAL NOTES

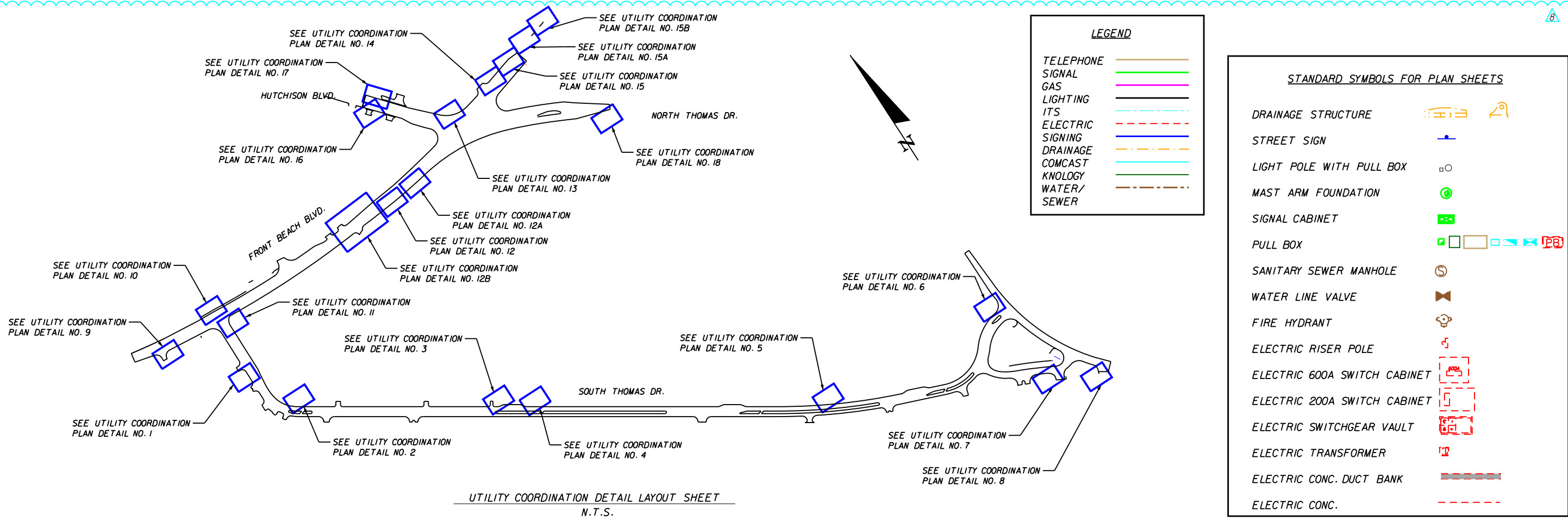
1. THE PROPOSED UTILITIES SHOWN ON THE UTILITY COORDINATION PLANS SHALL TAKE PRECEDENCE OVER THE UTILITY COMPONENTS SETS FOR THE PROPOSED LOCATIONS OF UTILITY LINES AND EQUIPMENT. THE CONTRACTOR SHALL REFER TO THE UTILITY COMPONENTS SETS FOR THE SIZE, QUANTITY, AND EQUIPMENT TYPE.
2. THE CONTRACTOR WILL DEVELOP A DETAILED COORDINATION PLAN TO THE SEQUENCE OPERATIONS FOR ALL OF THE UNDERGROUND FACILITIES INCLUDING DRAINAGE TO ENSURE PROPER PLACEMENT AND AVOID CONFLICTS.
3. THE DRAINAGE CROSS SECTIONS SHOW THE APPROXIMATE LOCATION OF ALL OF THE UNDERGROUND UTILITIES IN THE FINAL CONFIGURATION.
4. THE EXISTING GAS LINES ARE TO REMAIN IN PLACE. TECO GAS WILL FIELD ADJUST GAS LINES THAT ARE IN CONFLICT.
5. SPECIAL ATTENTION IS REQUIRED IN THE INITIAL PLACEMENT OF THE UNDERGROUND PIPES AND CONDUITS TO ALLOW FOR THE PLACEMENT OF THE STREET LIGHT FOUNDATIONS IN THE CORRECT LOCATION. AT CROSS SECTION LOCATIONS WHERE STREET LIGHT BASE IS WITHIN 5 FEET OF THE DRAINAGE STRUCTURE IT MAY APPEAR TO BE A CONFLICT HOWEVER WHEN PROPERLY PLACED THERE IS NOT CONFLICT.
6. SERVICE SHALL BE MAINTAINED TO ALL CUSTOMERS DURING CONSTRUCTION.
7. THE EXISTING BURIED TELEPHONE FACILITIES WILL CONTINUE TO PROVIDE SERVICE AND WILL BE PROTECTED IN PLACE UNTIL THEY ARE CUT OVER TO THE NEW CONDUIT.
8. THE EXISTING OVERHEAD UTILITIES WILL REMAIN IN PLACE UNTIL THE NEW UNDERGROUND CONDUITS AND DUCT BANKS ARE COMPLETED AND THE UTILITIES HAVE COMPLETED THE CONVERSION TO THE UNDERGROUND FACILITIES.
9. THE LIGHTING FOUNDATION SHOWN IN THE UTILITY COORDINATION DRAINAGE CROSS SECTIONS ARE FOR INFORMATION PURPOSES. THE LIGHTING FOUNDATION MAY NOT BE AT THE EXACT STATION THE CROSS SECTION ARE CUT. REFER TO THE LIGHTING PLANS FOR THE EXACT LOCATION OF THE LIGHTING FOUNDATIONS
10. THE UTILITY COORDINATION PLAN DETAIL SHEETS WILL TAKE PRECEDENCE OVER THE UTILITY COMPONENTS SET WITH EQUIPMENT ONLY. REFER TO THE UTILITY COMPONENTS SETS FOR ALL OTHER INFORMATION.

UTILITY COMPANIES

1. The contractor shall notify Utility Owners through Sunshine One Call of Florida Inc. (1-800-432-4770) and utility owners listed below two working days in advance of beginning construction on the Job site.

UTILITY OWNERS:

COMPANY	CONTACT	TELEPHONE NUMBERS
GULF POWER	RON KNIGHT	(850) 872-3231
AT&T	HAL HINOTE	(850) 913-3709
TECO GAS	MICHAEL McGUIRE	(850) 914-6104
KNOLOGY	SONJA HANCOCK	(850) 747-0139
COMCAST	ED LANG	(850) 769-2929
CITY OF PANAMA CITY BEACH	AL SHORTT	(850) 233-5054
BAY COUNTY PUBLIC WORKS	TIM BEACHAM	
	RANDY WEATHERSPOON	(850) 872-4785
BAY COUNTY TRAFFIC ENGINEERING	KEITH BRYANT	(850) 914-6431



REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
05-22-09		REVISED UTILITY COORDINATION PLAN			
04-10-10	PDD	STANDARD SYMBOLS FOR PLAN SHEETS			

Engineer of Record:
PBS&J
 Certificate of Authorization No. 24

Michael E. Holcomb
 P.E. # 40147
 7406 Fullerton Street
 Suite 350
 Jacksonville, FL 32256
 (904) 363-6100
 www.pbsj.com

CITY OF PANAMA CITY BEACH
 CONSTRUCTION PLANS FOR:
 SOUTH THOMAS DRIVE

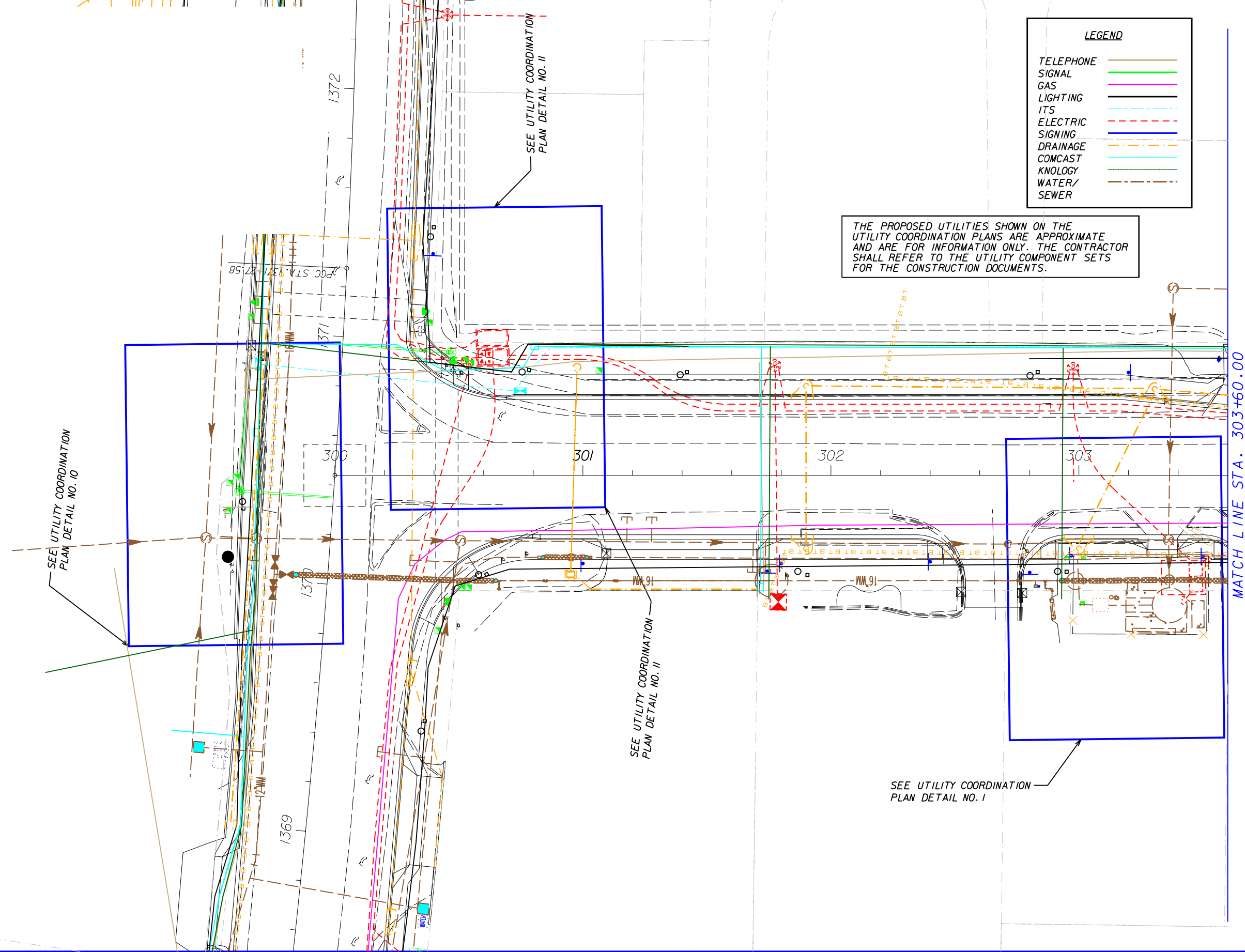
UTILITY COORDINATION GENERAL NOTES

SHEET NO.	292
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RELEASED FOR CONSTRUCTION

LEGEND	
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SIGNAL	— (solid red line)
GAS	— (solid yellow line)
LIGHTING	— (solid black line)
ITS	— (dashed cyan line)
ELECTRIC	— (dashed red line)
SIGNING	— (dashed blue line)
DRAINAGE	— (dashed yellow line)
COMCAST	— (dashed cyan line)
KNOLOGY	— (dashed red line)
WATER/SEWER	— (dashed black line)

THE PROPOSED UTILITIES SHOWN ON THE UTILITY COORDINATION PLANS ARE APPROXIMATE AND ARE FOR INFORMATION ONLY. THE CONTRACTOR SHALL REFER TO THE UTILITY COMPONENT SETS FOR THE CONSTRUCTION DOCUMENTS.



RELEASED FOR CONSTRUCTION

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
05-22-09		REVISED UTILITY COORDINATION PLAN			

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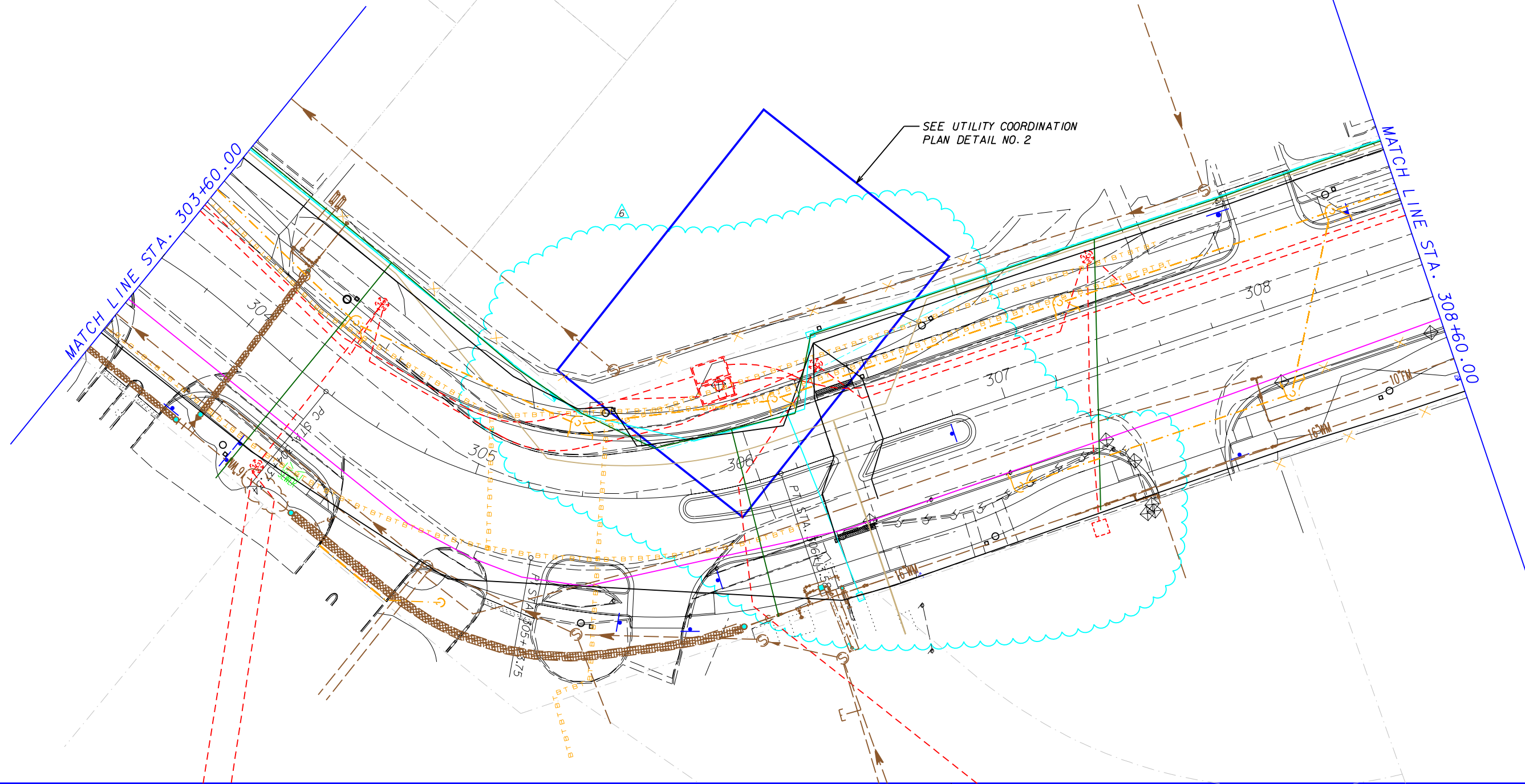
CITY OF
PANAMA CITY BEACH
 CONSTRUCTION PLANS FOR:
 SOUTH THOMAS DRIVE

UTILITY COORDINATION PLAN
 SOUTH THOMAS DR.

SHEET NO.
 293

THE PROPOSED UTILITIES SHOWN ON THE UTILITY COORDINATION PLANS ARE APPROXIMATE AND ARE FOR INFORMATION ONLY. THE CONTRACTOR SHALL REFER TO THE UTILITY COMPONENT SETS FOR THE CONSTRUCTION DOCUMENTS.

LEGEND	
TELEPHONE	—
SIGNAL	—
GAS	—
LIGHTING	—
ITS	—
ELECTRIC	—
SIGNING	—
DRAINAGE	—
COMCAST	—
KNOLOGY	—
WATER/ SEWER	—



RELEASED FOR CONSTRUCTION

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
05-22-09		REVISED UTILITY COORDINATION PLAN			
10-26-09	PDD	6 MOVED RAISED MEDIAN			

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 (904) 363-6100
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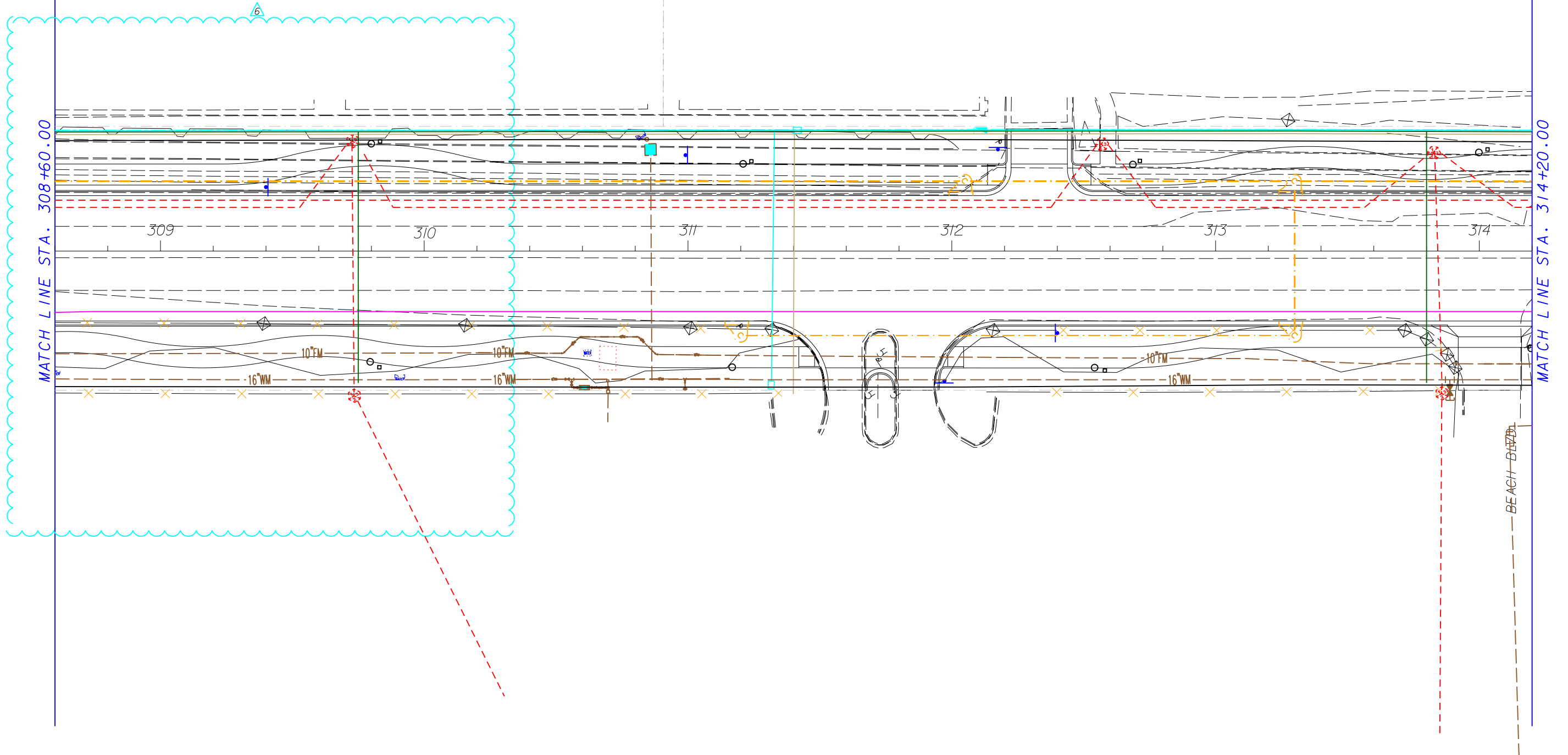
CITY OF PANAMA CITY BEACH
 CONSTRUCTION PLANS FOR:
 SOUTH THOMAS DRIVE

UTILITY COORDINATION PLAN
SOUTH THOMAS DR.

SHEET NO.
 294

THE PROPOSED UTILITIES SHOWN ON THE UTILITY COORDINATION PLANS ARE APPROXIMATE AND ARE FOR INFORMATION ONLY. THE CONTRACTOR SHALL REFER TO THE UTILITY COMPONENT SETS FOR THE CONSTRUCTION DOCUMENTS.

LEGEND	
TELEPHONE	
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COMCAST	
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WATER/SEWER	

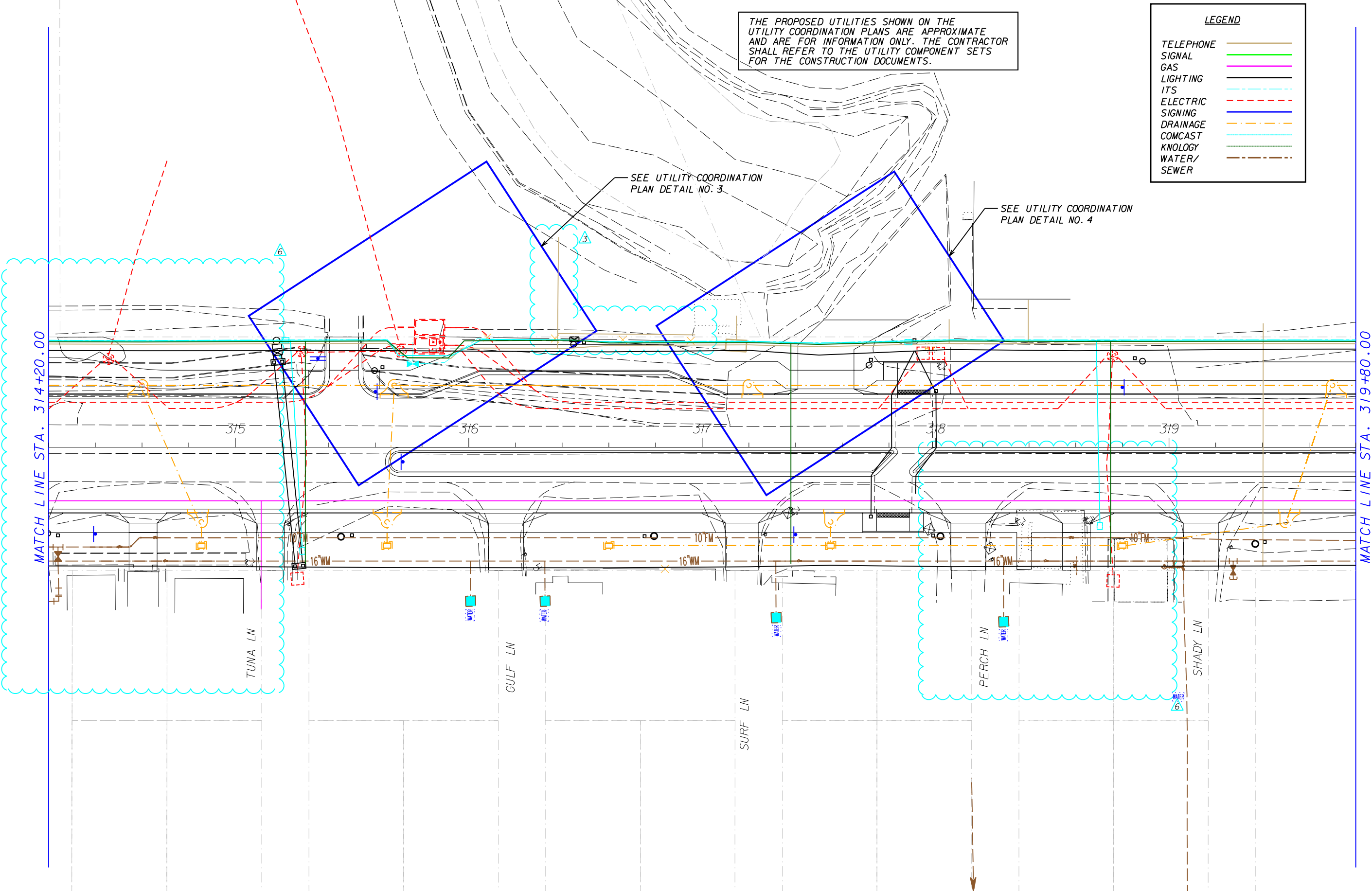


RELEASED FOR CONSTRUCTION

REVISIONS						Engineer of Record: PBS&J Certificate of Authorization No. 24	Michael E. Holcomb P.E. # 40147 7406 Fullerton Street Suite 350 Jacksonville, FL 32256 (904) 363-6100 www.pbsj.com		CITY OF PANAMA CITY BEACH CONSTRUCTION PLANS FOR: SOUTH THOMAS DRIVE	UTILITY COORDINATION PLAN SOUTH THOMAS DR.		SHEET NO. 295
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION							
05-22-09		REVISED UTILITY COORDINATION PLAN										
10-26-09	PDD	△ REMOVED RAISED MEDIAN										

THE PROPOSED UTILITIES SHOWN ON THE UTILITY COORDINATION PLANS ARE APPROXIMATE AND ARE FOR INFORMATION ONLY. THE CONTRACTOR SHALL REFER TO THE UTILITY COMPONENT SETS FOR THE CONSTRUCTION DOCUMENTS.

LEGEND	
TELEPHONE	
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ELECTRIC	
SIGNING	
DRAINAGE	
COMCAST	
KNOLOGY	
WATER/SEWER	



RELEASED FOR CONSTRUCTION

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
05-22-09		REVISED UTILITY COORDINATION PLAN			
10-26-09	PDD	6 ADDED DRIVEWAY			
10-16-09	PDD	3 ADDED AT&T DUCTS			

Engineer of Record:
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 Certificate of Authorization No. 24

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CITY OF
PANAMA CITY BEACH
 CONSTRUCTION PLANS FOR:
 SOUTH THOMAS DRIVE

UTILITY COORDINATION PLAN
 SOUTH THOMAS DR.

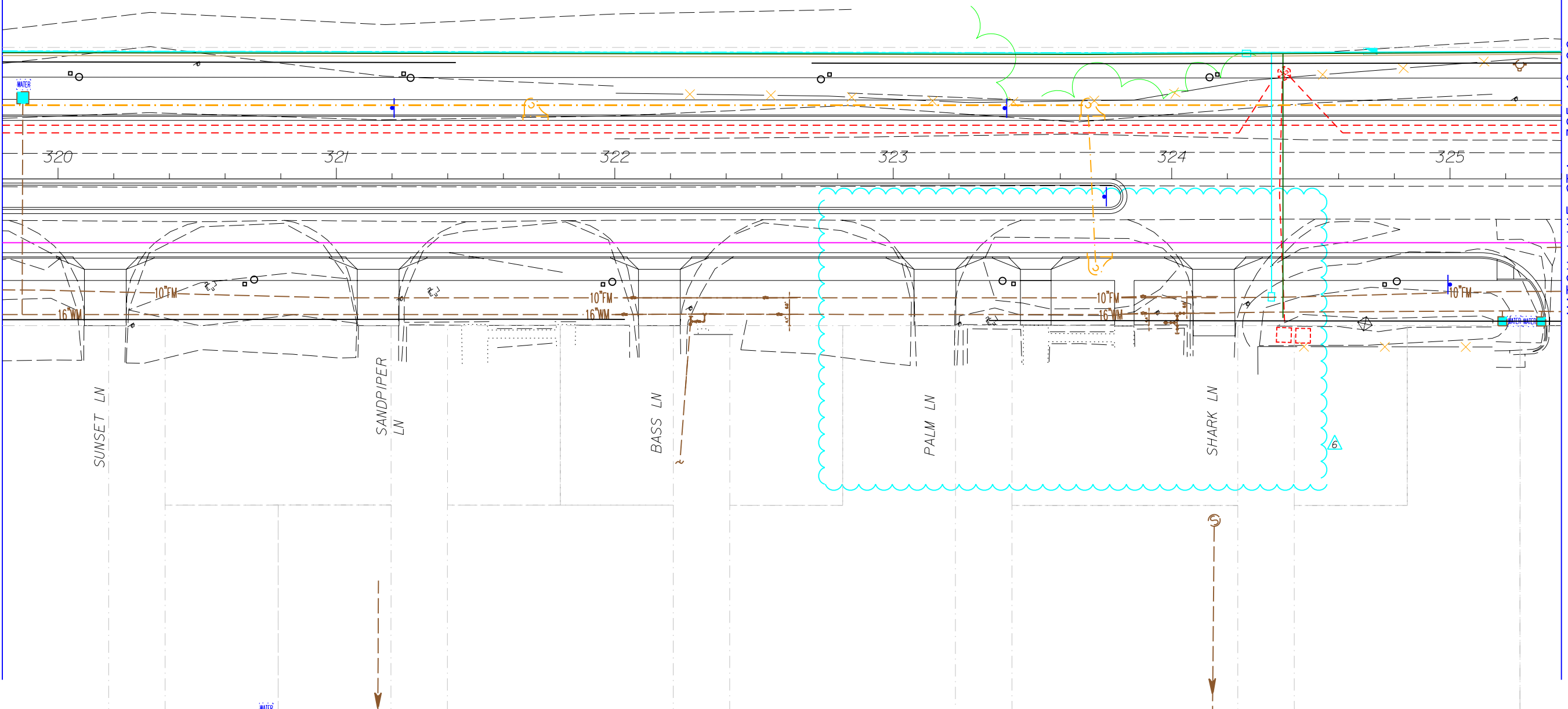
SHEET NO.
 296

THE PROPOSED UTILITIES SHOWN ON THE UTILITY COORDINATION PLANS ARE APPROXIMATE AND ARE FOR INFORMATION ONLY. THE CONTRACTOR SHALL REFER TO THE UTILITY COMPONENT SETS FOR THE CONSTRUCTION DOCUMENTS.

LEGEND	
TELEPHONE	—
SIGNAL	—
GAS	—
LIGHTING	—
ITS	—
ELECTRIC	—
SIGNING	—
DRAINAGE	—
COMCAST	—
KNOLOGY	—
WATER/SEWER	—

MATCH LINE STA. 319+80.00

MATCH LINE STA. 325+40.00



RELEASED FOR CONSTRUCTION

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
05-22-09	PDD	REVISED UTILITY COORDINATION PLAN			
10-26-09	PDD	6. ADDED DRIVEWAY			

Engineer of Record:
PBS&J
 Certificate of Authorization No. 24

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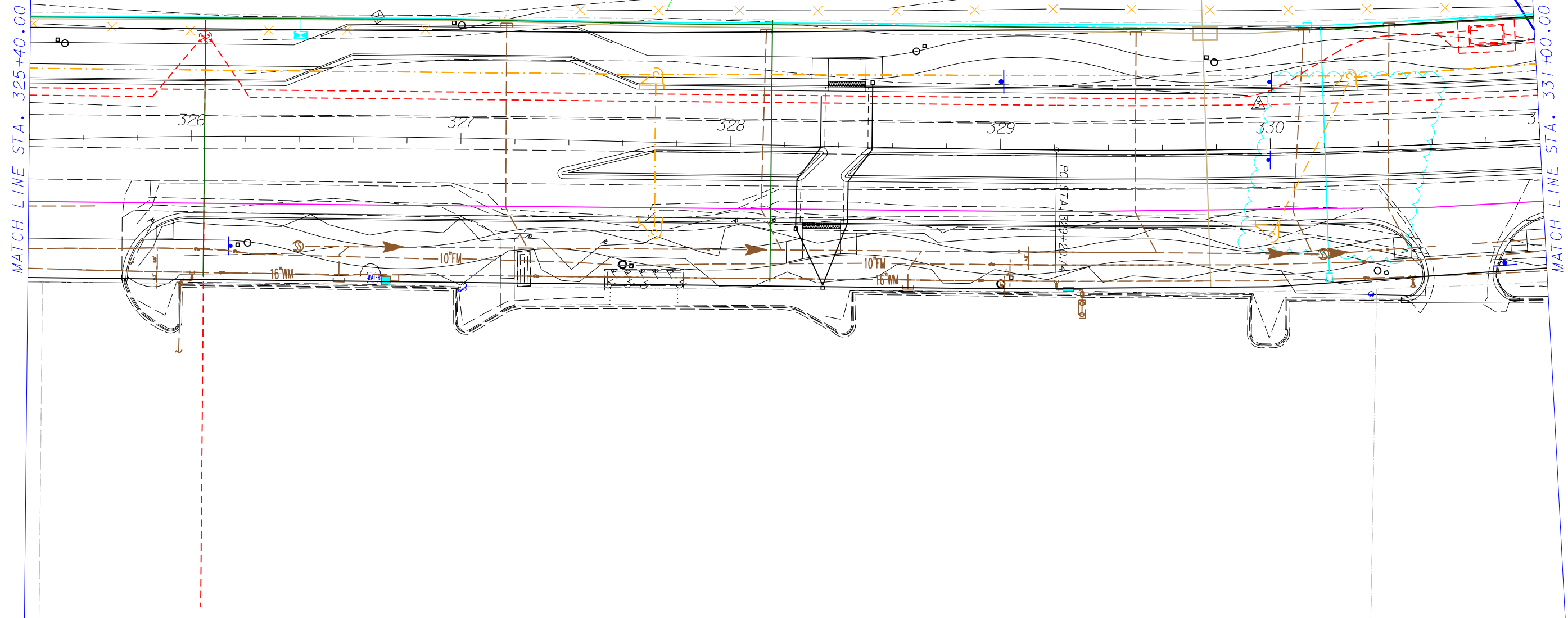
CITY OF PANAMA CITY BEACH
 CONSTRUCTION PLANS FOR:
 SOUTH THOMAS DRIVE

UTILITY COORDINATION PLAN
SOUTH THOMAS DR.

SHEET NO.
 297

THE PROPOSED UTILITIES SHOWN ON THE UTILITY COORDINATION PLANS ARE APPROXIMATE AND ARE FOR INFORMATION ONLY. THE CONTRACTOR SHALL REFER TO THE UTILITY COMPONENT SETS FOR THE CONSTRUCTION DOCUMENTS.

LEGEND	
TELEPHONE	— (Orange line)
SIGNAL	— (Green line)
GAS	— (Magenta line)
LIGHTING	— (Black line)
ITS	- - - (Cyan dashed line)
ELECTRIC	- - - (Red dashed line)
SIGNING	— (Blue line)
DRAINAGE	- - - (Yellow dashed line)
COMCAST	— (Cyan line)
KNOLOGY	- - - (Green dashed line)
WATER/SEWER	- - - (Brown dashed line)



MATCH LINE STA. 325+40.00

MATCH LINE STA. 331+00.00

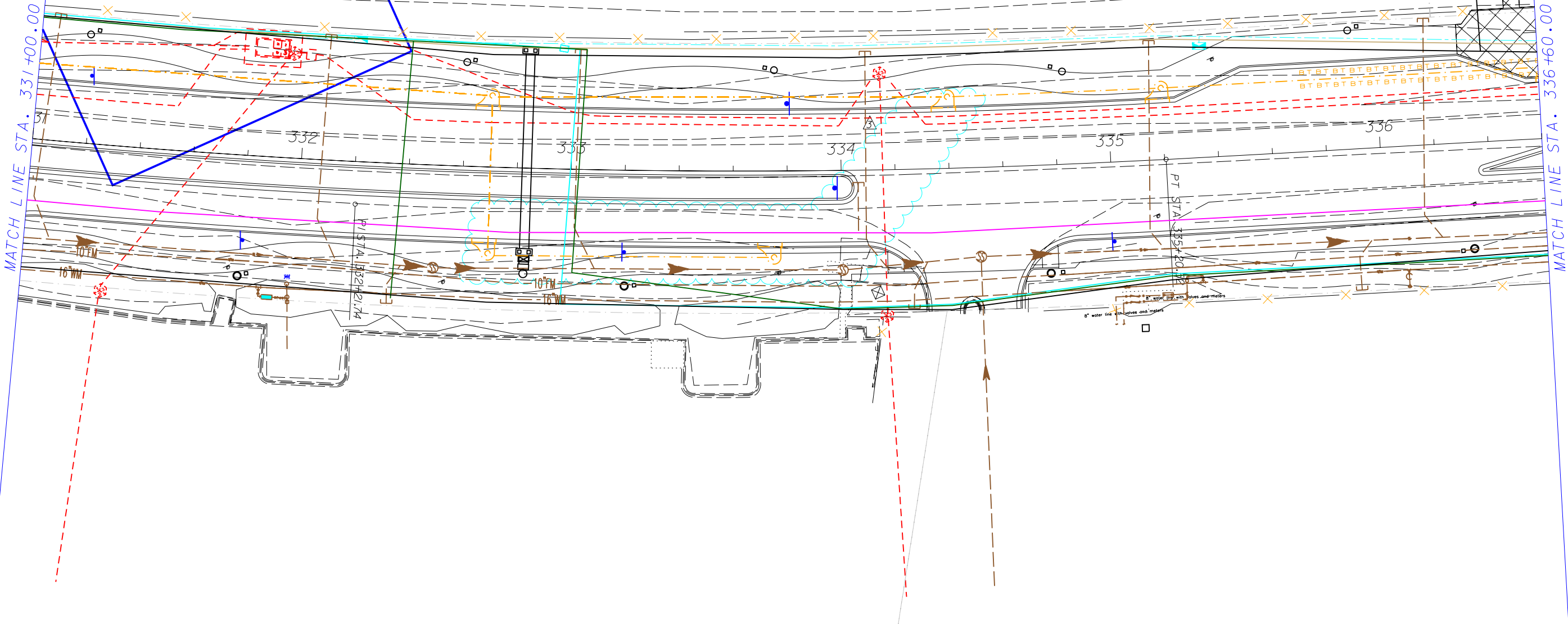
RELEASED FOR CONSTRUCTION

REVISIONS						Engineer of Record:		CITY OF PANAMA CITY BEACH CONSTRUCTION PLANS FOR: SOUTH THOMAS DRIVE	UTILITY COORDINATION PLAN SOUTH THOMAS DR.		SHEET NO.
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	 PBS&J Certificate of Authorization No. 24					298
05-22-09	ALW	REVISED UTILITY COORDINATION PLAN				Michael E. Holcomb P.E. # 40147 7406 Fullerton Street Suite 350 Jacksonville, FL 32256 (904) 363-6100 www.pbsj.com		19933 9/1/2010 3:11:55 PM J:\cadd\projects\souththomas\31016609000\roadway\UTADR306.dgn			
10/16/09	ALW	△ MOVED S-733 AND S-735A									

THE PROPOSED UTILITIES SHOWN ON THE UTILITY COORDINATION PLANS ARE APPROXIMATE AND ARE FOR INFORMATION ONLY. THE CONTRACTOR SHALL REFER TO THE UTILITY COMPONENT SETS FOR THE CONSTRUCTION DOCUMENTS.

LEGEND	
TELEPHONE	—
SIGNAL	—
GAS	—
LIGHTING	—
ITS	—
ELECTRIC	—
SIGNING	—
DRAINAGE	—
COMCAST	—
KNOLOGY	—
WATER/SEWER	—

SEE UTILITY COORDINATION PLAN DETAIL NO. 5



RELEASED FOR CONSTRUCTION

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
05-22-09		REVISED UTILITY COORDINATION PLAN			
10/16/09	ALW	△ MOVED S-733 AND S-735A			

Engineer of Record:
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CITY OF
PANAMA CITY BEACH
 CONSTRUCTION PLANS FOR:
 SOUTH THOMAS DRIVE

UTILITY COORDINATION PLAN
 SOUTH THOMAS DR.

SHEET NO.
 299

THE PROPOSED UTILITIES SHOWN ON THE UTILITY COORDINATION PLANS ARE APPROXIMATE AND ARE FOR INFORMATION ONLY. THE CONTRACTOR SHALL REFER TO THE UTILITY COMPONENT SETS FOR THE CONSTRUCTION DOCUMENTS.

SEE UTILITY COORDINATION PLAN DETAIL NO. 6

LEGEND	
TELEPHONE	
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ELECTRIC	
SIGNING	
DRAINAGE	
COMCAST	
KNOLGY	
WATER/SEWER	

MATCH LINE STA. 336+60.00

MATCH LINE STA. 341+60.00

MATCH LINE STA. 401+00.00

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
05-22-09		REVISED UTILITY COORDINATION PLAN			

Engineer of Record:
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 Certificate of Authorization No. 24

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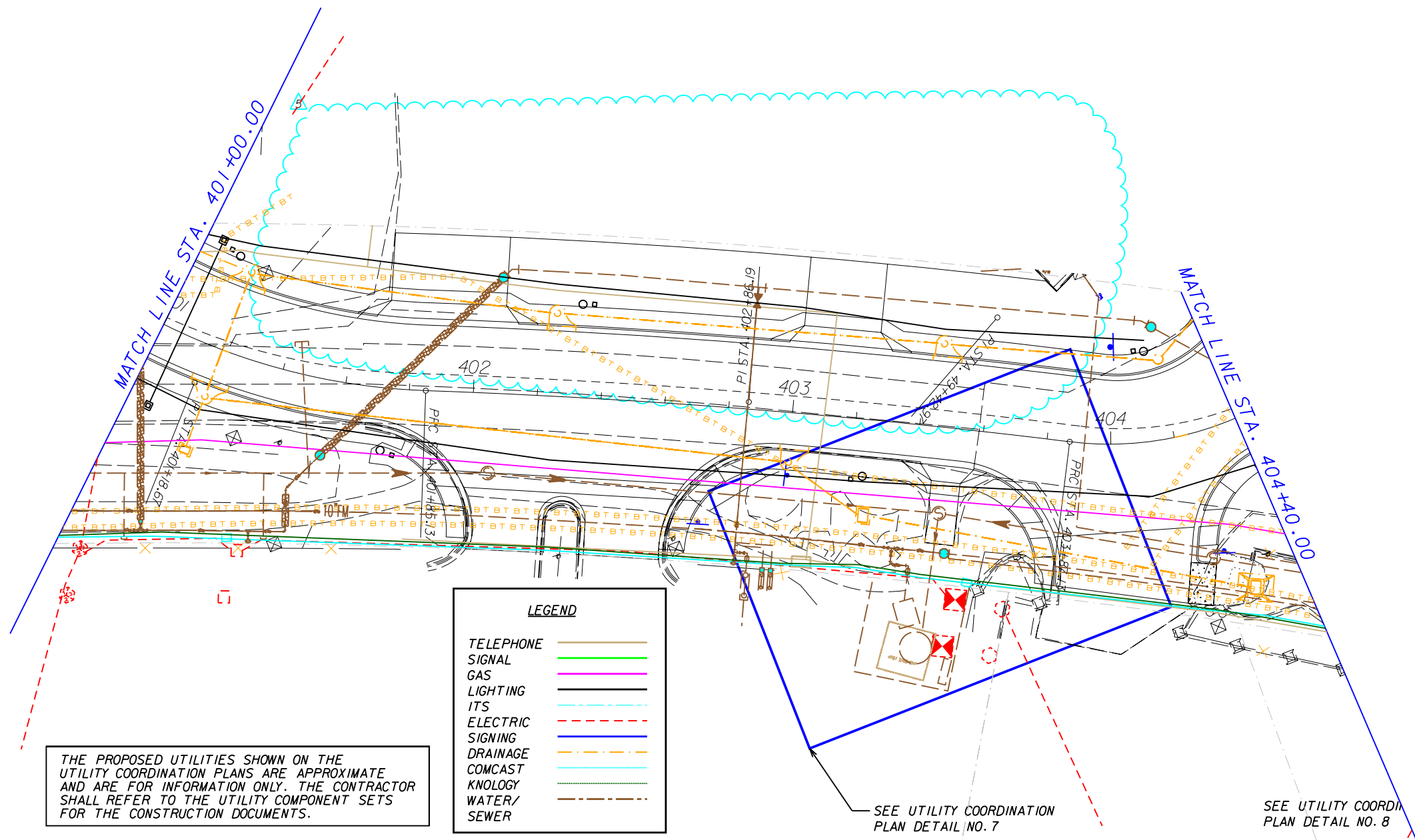


CITY OF PANAMA CITY BEACH
 CONSTRUCTION PLANS FOR:
 SOUTH THOMAS DRIVE

UTILITY COORDINATION PLAN
SOUTH THOMAS DR.

SHEET NO.
 300

RELEASED FOR CONSTRUCTION



THE PROPOSED UTILITIES SHOWN ON THE UTILITY COORDINATION PLANS ARE APPROXIMATE AND ARE FOR INFORMATION ONLY. THE CONTRACTOR SHALL REFER TO THE UTILITY COMPONENT SETS FOR THE CONSTRUCTION DOCUMENTS.

LEGEND	
TELEPHONE	
SIGNAL	
GAS	
LIGHTING	
ITS	
ELECTRIC	
SIGNING	
DRAINAGE	
COMCAST	
KNOLOGY	
WATER/SEWER	

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
05-22-09	PDD	REVISED UTILITY COORDINATION PLAN			
10-23-09	PDD	5 REVISED ALVIN'S DRIVEWAYS			

Engineer of Record:
PBS&J
 Certificate of Authorization No. 24

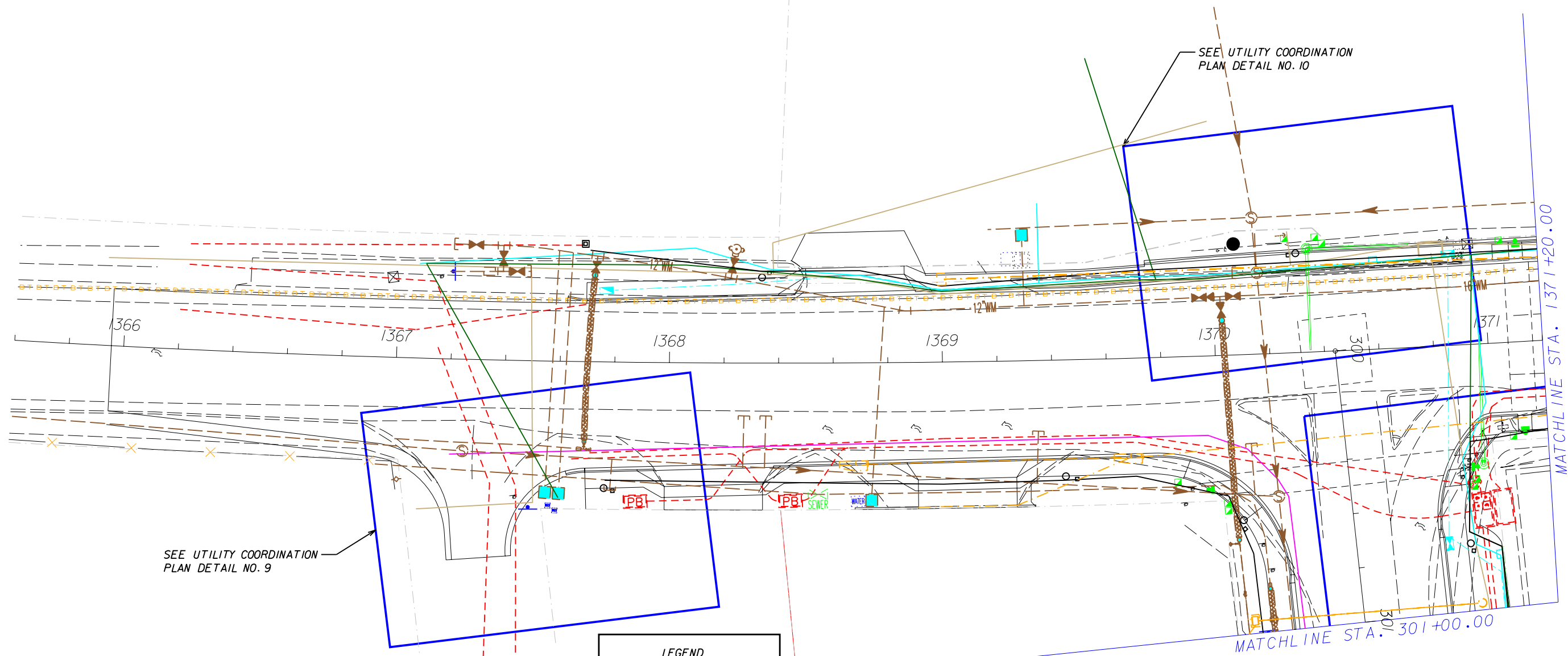
Michael E. Holcomb
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 Suite 350
 Jacksonville, FL 32256
 (904) 363-6100
 www.pbsj.com



CITY OF
PANAMA CITY BEACH
 CONSTRUCTION PLANS FOR:
 SOUTH THOMAS DRIVE

UTILITY COORDINATION PLAN
 OLD SOUTH THOMAS DR.

SHEET NO.
 301



SEE UTILITY COORDINATION
PLAN DETAIL NO. 9

SEE UTILITY COORDINATION
PLAN DETAIL NO. 10

THE PROPOSED UTILITIES SHOWN ON THE
UTILITY COORDINATION PLANS ARE APPROXIMATE
AND ARE FOR INFORMATION ONLY. THE CONTRACTOR
SHALL REFER TO THE UTILITY COMPONENT SETS
FOR THE CONSTRUCTION DOCUMENTS.

LEGEND

TELEPHONE	—
SIGNAL	—
GAS	—
LIGHTING	—
ITS	- - -
ELECTRIC	- - -
SIGNING	—
DRAINAGE	- - -
COMCAST	- - -
KNOLOGY	- - -
WATER/ SEWER	- - -

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
05-22-09		REVISED UTILITY COORDINATION PLAN			

Engineer of Record:
PBS&J
Certificate of Authorization No. 24

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Jacksonville, FL 32256
(904) 363-6100
www.pbsj.com

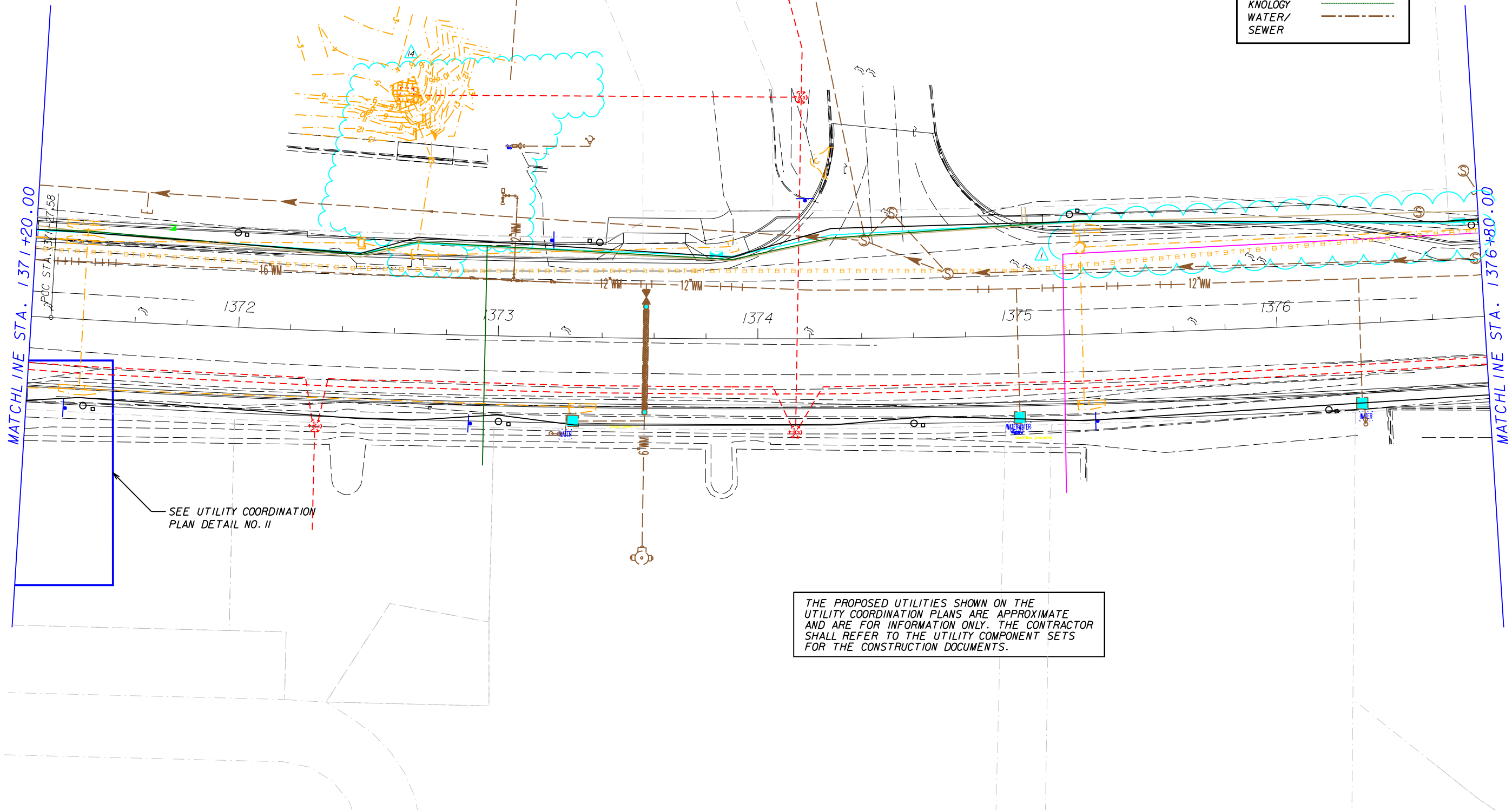


**CITY OF
PANAMA CITY BEACH**
CONSTRUCTION PLANS FOR:
SOUTH THOMAS DRIVE

**UTILITY COORDINATION PLAN
FRONT BEACH RD.**

SHEET
NO.
302

LEGEND	
TELEPHONE	
SIGNAL	
GAS	
LIGHTING	
ITS	
ELECTRIC	
SIGNING	
DRAINAGE	
COMCAST	
KNOLOGY	
WATER/SEWER	



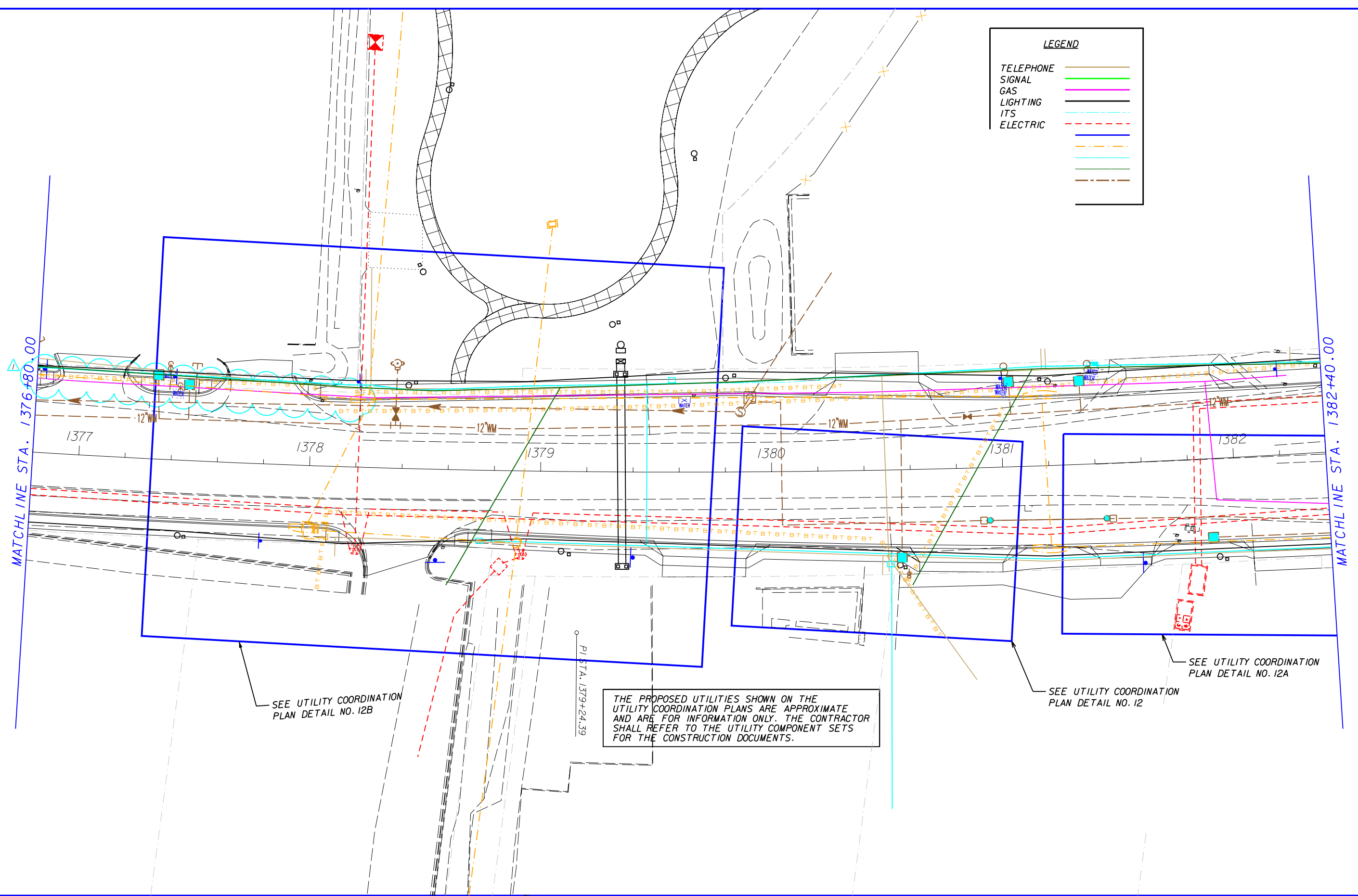
THE PROPOSED UTILITIES SHOWN ON THE UTILITY COORDINATION PLANS ARE APPROXIMATE AND ARE FOR INFORMATION ONLY. THE CONTRACTOR SHALL REFER TO THE UTILITY COMPONENT SETS FOR THE CONSTRUCTION DOCUMENTS.

RELEASED FOR CONSTRUCTION

REVISIONS						Engineer of Record: PBS&J Certificate of Authorization No. 24	Michael E. Holcomb P.E. # 40147 7406 Fullerton Street Suite 350 Jacksonville, FL 32256 (904) 363-6100 www.pbsj.com		CITY OF PANAMA CITY BEACH CONSTRUCTION PLANS FOR: SOUTH THOMAS DRIVE	UTILITY COORDINATION PLAN FRONT BEACH RD.	SHEET NO. 303
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION						
05-22-09		REVISED UTILITY COORDINATION PLAN									
08-11-09	PDD	▲ ADDED S-401A									
08-16-10	PDD	▲ REPLACED 36" PIPE									

LEGEND

TELEPHONE	—
SIGNAL	—
GAS	—
LIGHTING	—
ITS	—
ELECTRIC	—



SEE UTILITY COORDINATION
PLAN DETAIL NO. 12B

THE PROPOSED UTILITIES SHOWN ON THE
UTILITY COORDINATION PLANS ARE APPROXIMATE
AND ARE FOR INFORMATION ONLY. THE CONTRACTOR
SHALL REFER TO THE UTILITY COMPONENT SETS
FOR THE CONSTRUCTION DOCUMENTS.

SEE UTILITY COORDINATION
PLAN DETAIL NO. 12A

SEE UTILITY COORDINATION
PLAN DETAIL NO. 12

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
05-22-09		REVISED UTILITY COORDINATION PLAN			
08-11-09	PDD	ADDED S-401A			

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www.pbsj.com



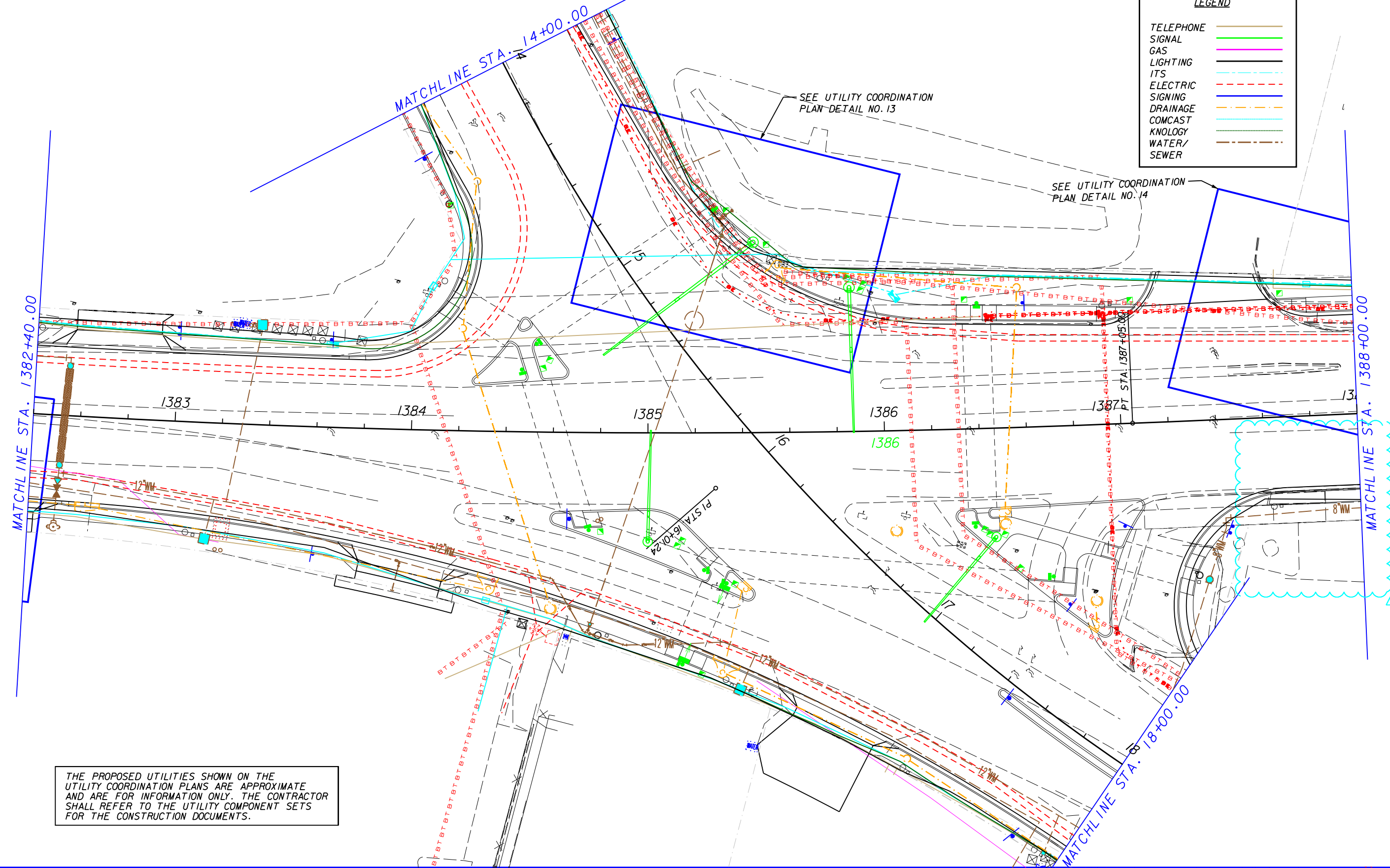
**CITY OF
PANAMA CITY BEACH**
CONSTRUCTION PLANS FOR:
SOUTH THOMAS DRIVE

**UTILITY COORDINATION PLAN
FRONT BEACH RD.**

SHEET
NO.
304

RELEASED FOR CONSTRUCTION

LEGEND	
TELEPHONE	
SIGNAL	
GAS	
LIGHTING	
ITS	
ELECTRIC	
SIGNING	
DRAINAGE	
COMCAST	
KNOLOGY	
WATER/SEWER	



RELEASED FOR CONSTRUCTION

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
05-22-09		REVISED UTILITY COORDINATION PLAN			
04-10-10	PDD	8. ADDED SIDEWALK			

Engineer of Record:
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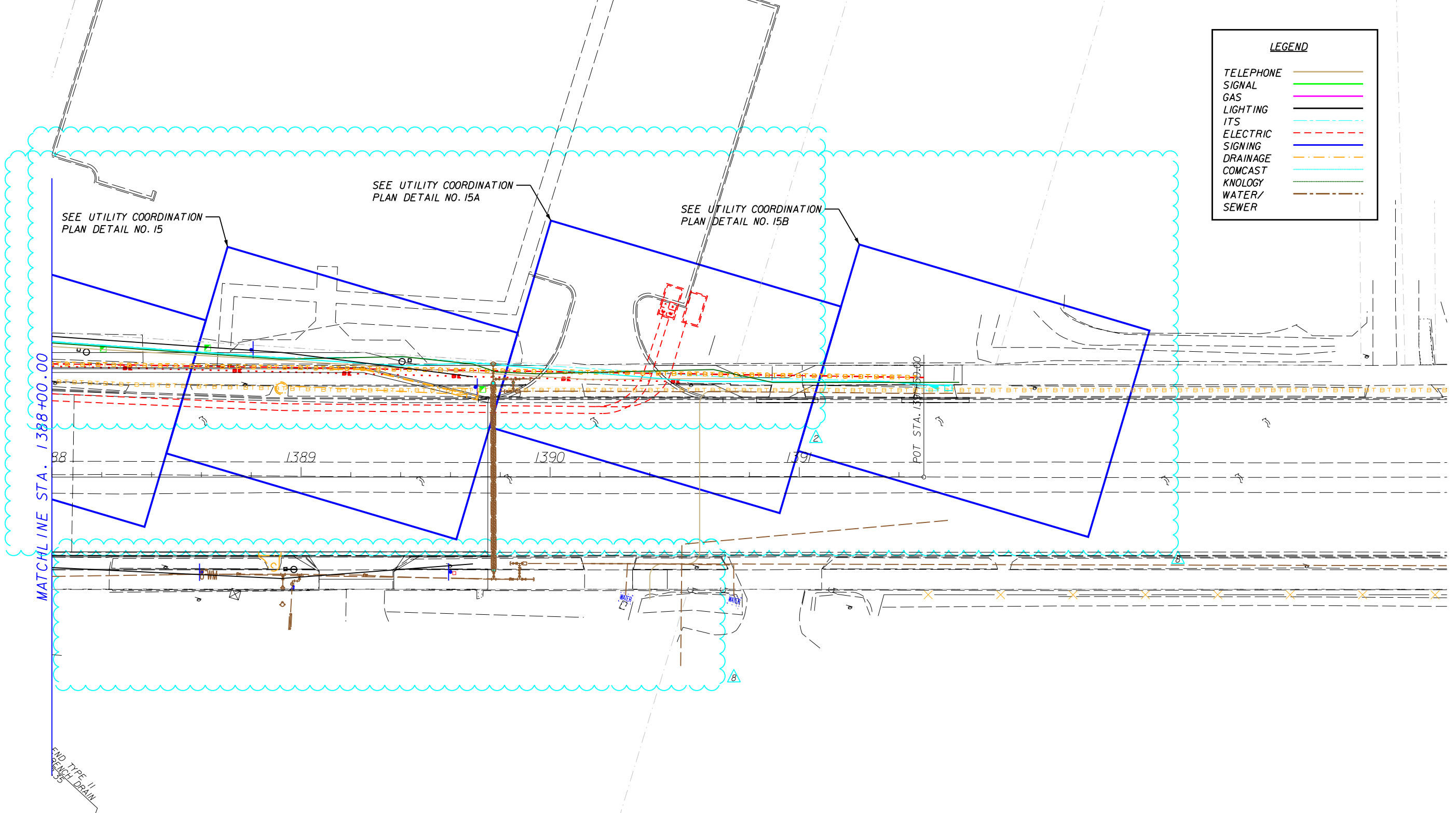


CITY OF PANAMA CITY BEACH
 CONSTRUCTION PLANS FOR:
 SOUTH THOMAS DRIVE

UTILITY COORDINATION PLAN
FRONT BEACH RD.

SHEET NO.
305

LEGEND	
TELEPHONE	
SIGNAL	
GAS	
LIGHTING	
ITS	
ELECTRIC	
SIGNING	
DRAINAGE	
COMCAST	
KNOLOGY	
WATER/SEWER	



RELEASED FOR CONSTRUCTION

THE PROPOSED UTILITIES SHOWN ON THE UTILITY COORDINATION PLANS ARE APPROXIMATE AND ARE FOR INFORMATION ONLY. THE CONTRACTOR SHALL REFER TO THE UTILITY COMPONENT SETS FOR THE CONSTRUCTION DOCUMENTS.

REVISIONS						Engineer of Record: PBS&J Certificate of Authorization No. 24	Michael E. Holcomb P.E. # 40147 7406 Fullerton Street Suite 350 Jacksonville, FL 32256 (904) 363-6100 www.pbsj.com		CITY OF PANAMA CITY BEACH CONSTRUCTION PLANS FOR: SOUTH THOMAS DRIVE	UTILITY COORDINATION PLAN FRONT BEACH RD.	SHEET NO. 306
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION						
05-22-09		REVISED UTILITY COORDINATION PLAN									
09-04-09	PDD	2 REVISED DRIVEWAYS									
04-10-10	PDD	8 ADDED SIDEWALK, ADDED DETAIL SHEET									

THE PROPOSED UTILITIES SHOWN ON THE UTILITY COORDINATION PLANS ARE APPROXIMATE AND ARE FOR INFORMATION ONLY. THE CONTRACTOR SHALL REFER TO THE UTILITY COMPONENT SETS FOR THE CONSTRUCTION DOCUMENTS.

LEGEND	
TELEPHONE	—
SIGNAL	—
GAS	—
LIGHTING	—
ITS	—
ELECTRIC	—
SIGNING	—
DRAINAGE	—
COMCAST	—
KNOLGY	—
WATER/SEWER	—

BEGIN PROJECT
 BEGIN SIDEWALK CONST.
 STA. 8+82.97, 0.00' RT
 @ CONST. (NORTH THOMAS DR./ HUTCHISON BLVD.)

BEGIN MILLING & RESURFACING
 BEGIN OVERBUILD
 STA. 11+00.00, 0.00' RT
 @ CONST. (NORTH THOMAS DR./ HUTCHISON BLVD.)


SEE UTILITY COORDINATION PLAN DETAIL NO. 17

HUTCHISON BLVD.

SEE UTILITY COORDINATION PLAN DETAIL NO. 16

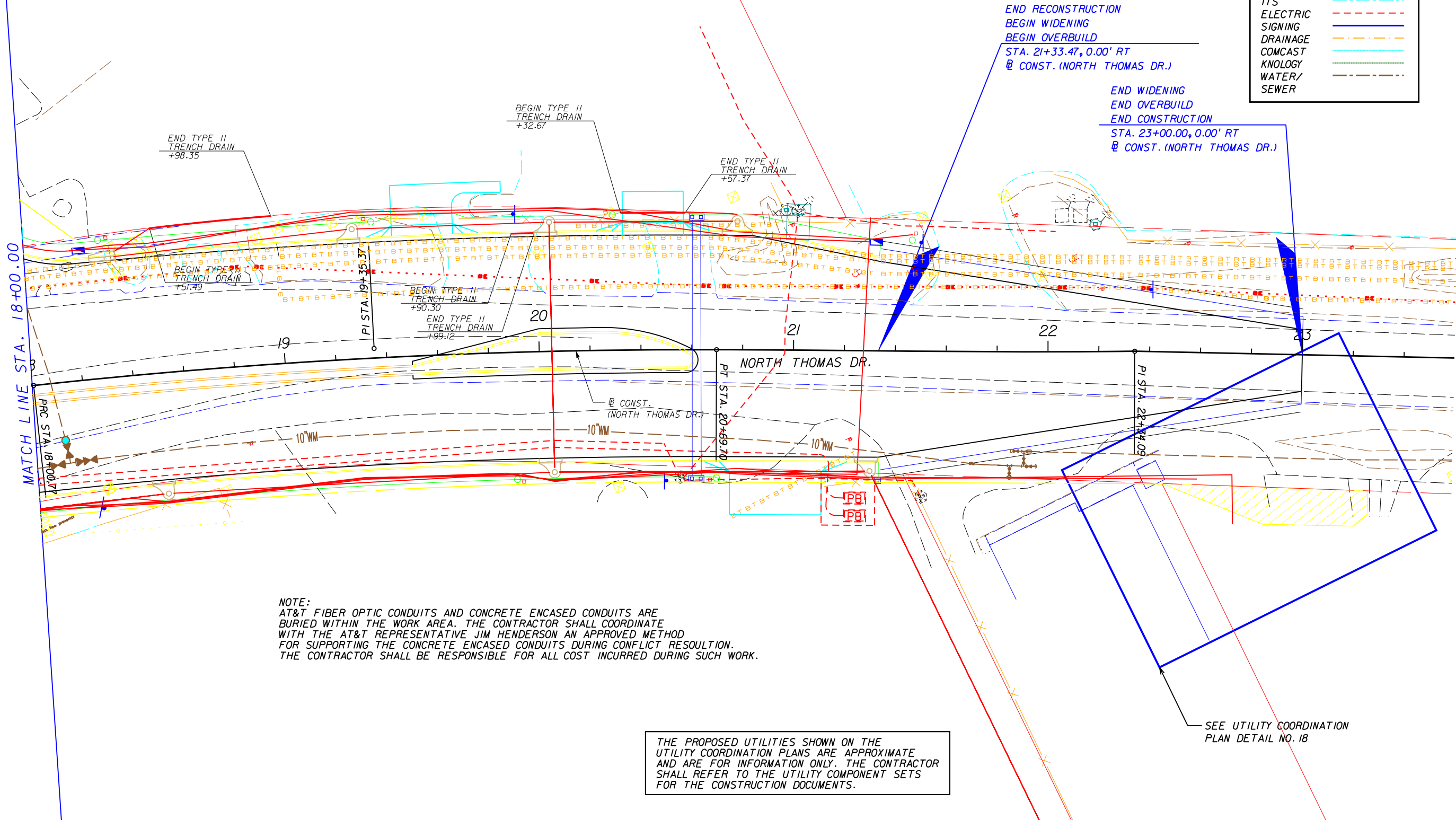
WARNING: GAS MAINS AT AREAS OF CONSTRUCTION

MATCH LINE STA. 14+00.00

REVISIONS						Engineer of Record: PBS&J Certificate of Authorization No. 24	 CITY OF PANAMA CITY BEACH CONSTRUCTION PLANS FOR: SOUTH THOMAS DRIVE	UTILITY COORDINATION PLAN HUTCHISON BLVD.	SHEET NO.
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION				307
05-22-09		REVISED UTILITY COORDINATION PLAN							
02-26-10	PDD	ADDED TURNOUT AT COMMERCIAL CENTER							

RELEASED FOR CONSTRUCTION


LEGEND	
TELEPHONE	—
SIGNAL	—
GAS	—
LIGHTING	—
ITS	—
ELECTRIC	—
SIGNING	—
DRAINAGE	—
COMCAST	—
KNOLOGY	—
WATER/SEWER	—



NOTE:
 AT&T FIBER OPTIC CONDUITS AND CONCRETE ENCASED CONDUITS ARE BURIED WITHIN THE WORK AREA. THE CONTRACTOR SHALL COORDINATE WITH THE AT&T REPRESENTATIVE JIM HENDERSON AN APPROVED METHOD FOR SUPPORTING THE CONCRETE ENCASED CONDUITS DURING CONFLICT RESOLUTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COST INCURRED DURING SUCH WORK.

THE PROPOSED UTILITIES SHOWN ON THE UTILITY COORDINATION PLANS ARE APPROXIMATE AND ARE FOR INFORMATION ONLY. THE CONTRACTOR SHALL REFER TO THE UTILITY COMPONENT SETS FOR THE CONSTRUCTION DOCUMENTS.

SEE UTILITY COORDINATION PLAN DETAIL NO. 18

REVISIONS						Engineer of Record: PBS&J Certificate of Authorization No. 24	Michael E. Holcomb P.E. # 40147 7406 Fullerton Street Suite 350 Jacksonville, FL 32256 (904) 363-6100 www.pbsj.com		CITY OF PANAMA CITY BEACH CONSTRUCTION PLANS FOR: SOUTH THOMAS DRIVE	UTILITY COORDINATION PLAN NORTH THOMAS DR.	SHEET NO. 308
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION						
05-22-09		REVISED UTILITY COORDINATION PLAN									

RELEASED FOR CONSTRUCTION

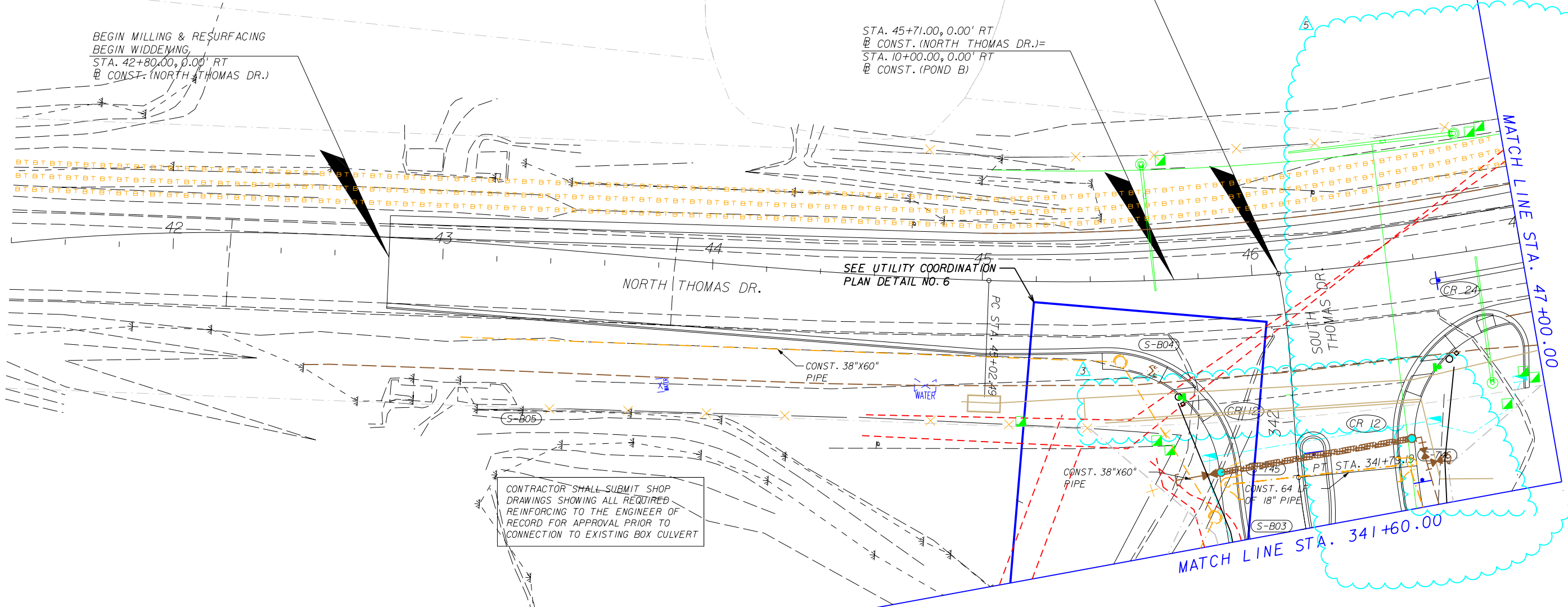
THE PROPOSED UTILITIES SHOWN ON THE UTILITY COORDINATION PLANS ARE APPROXIMATE AND ARE FOR INFORMATION ONLY. THE CONTRACTOR SHALL REFER TO THE UTILITY COMPONENT SETS FOR THE CONSTRUCTION DOCUMENTS.

LEGEND	
TELEPHONE	—
SIGNAL	—
GAS	—
LIGHTING	—
ITS	—
ELECTRIC	—
SIGNING	—
DRAINAGE	—
COMCAST	—
KNOLGY	—
WATER/SEWER	—

BEGIN MILLING & RESURFACING
 BEGIN WIDENING
 STA. 42+80.00, 0.00' RT
 @ CONST. (NORTH THOMAS DR.)

STA. 46+09.88, 0.00' RT
 @ CONST. (NORTH THOMAS DR.)=
 STA. 342+55.08, 0.00' RT
 @ CONST. (SOUTH THOMAS DR.)

STA. 45+71.00, 0.00' RT
 @ CONST. (NORTH THOMAS DR.)=
 STA. 10+00.00, 0.00' RT
 @ CONST. (POND B)



CONTRACTOR SHALL SUBMIT SHOP DRAWINGS SHOWING ALL REQUIRED REINFORCING TO THE ENGINEER OF RECORD FOR APPROVAL PRIOR TO CONNECTION TO EXISTING BOX CULVERT

WARNING: GAS MAINS AT AREAS OF CONSTRUCTION

RELEASED FOR CONSTRUCTION

REVISIONS						Engineer of Record: PBS&J Certificate of Authorization No. 24	Michael E. Holcomb P.E. # 40147 7406 Fullerton Street Suite 350 Jacksonville, FL 32256 (904) 363-6100 www.pbsj.com		CITY OF PANAMA CITY BEACH CONSTRUCTION PLANS FOR: SOUTH THOMAS DRIVE	UTILITY COORDINATION PLAN NORTH THOMAS DR.	SHEET NO. 309
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION						
05-22-09		REVISED UTILITY COORDINATION PLAN									
10-23-09	PDD	5 REVISED CURB RETURN									
10-16-09	PDD	3 ADDED AT&T DUCTS									

LEGEND

TELEPHONE	—
SIGNAL	—
GAS	—
LIGHTING	—
ITS	—
ELECTRIC	—
SIGNING	—
DRAINAGE	—
COMCAST	—
KNOLOGY	—
WATER/ SEWER	—

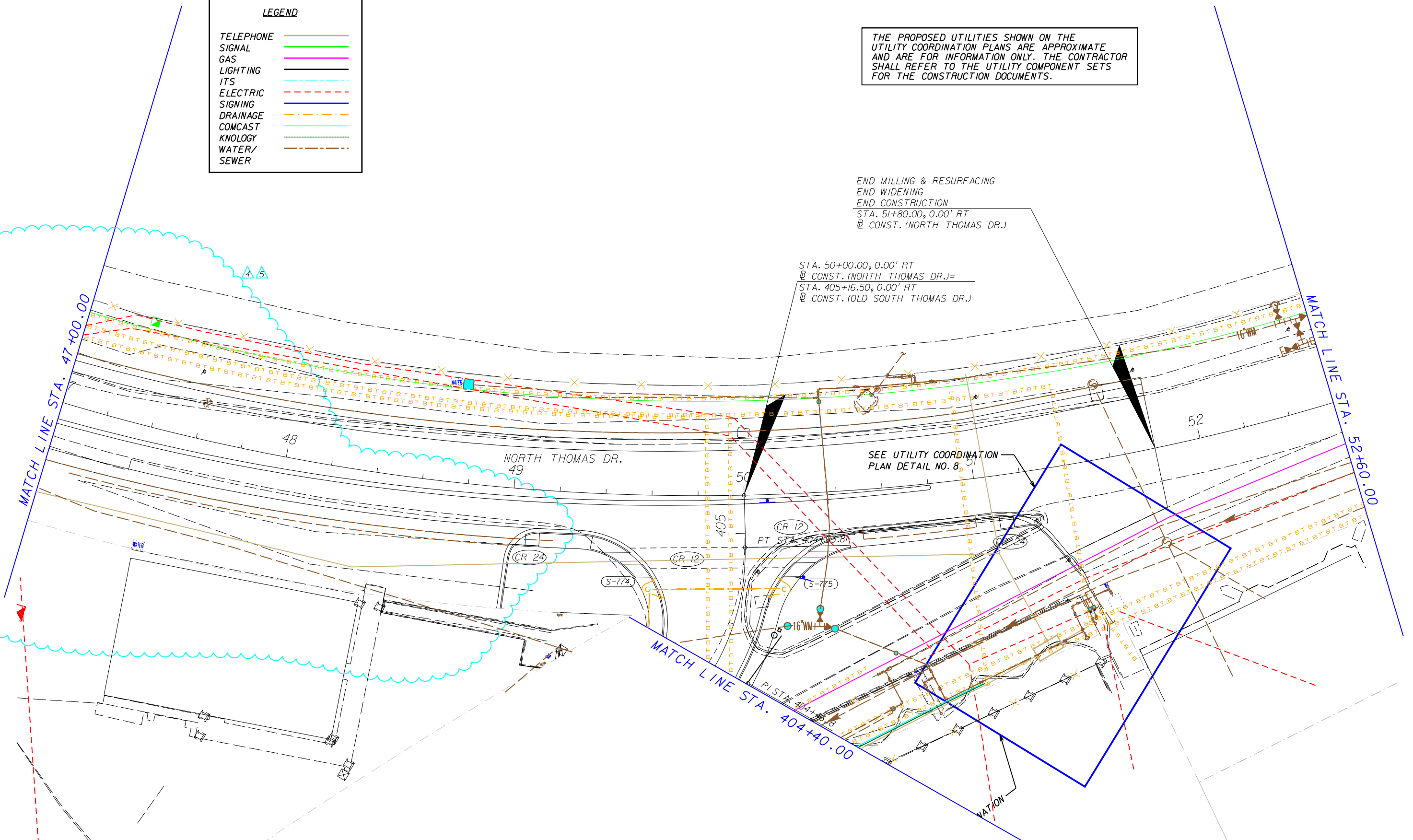
THE PROPOSED UTILITIES SHOWN ON THE UTILITY COORDINATION PLANS ARE APPROXIMATE AND ARE FOR INFORMATION ONLY. THE CONTRACTOR SHALL REFER TO THE UTILITY COMPONENT SETS FOR THE CONSTRUCTION DOCUMENTS.

END MILLING & RESURFACING
 END WIDENING
 END CONSTRUCTION
 STA. 51+80.00, 0.00' RT
 @ CONST. (NORTH THOMAS DR.)

STA. 50+00.00, 0.00' RT
 @ CONST. (NORTH THOMAS DR.)=
 STA. 405+16.50, 0.00' RT
 @ CONST. (OLD SOUTH THOMAS DR.)

MATCH LINE STA. 47+00.00

MATCH LINE STA. 52+60.00



RELEASED FOR CONSTRUCTION

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
05-22-09		REVISED UTILITY COORDINATION PLAN			
10-20-09	PDD	REVISED CROSS SLOPE			
10-23-09	PDD	REVISED CURB RETURN			

Engineer of Record:
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 Certificate of Authorization No. 24

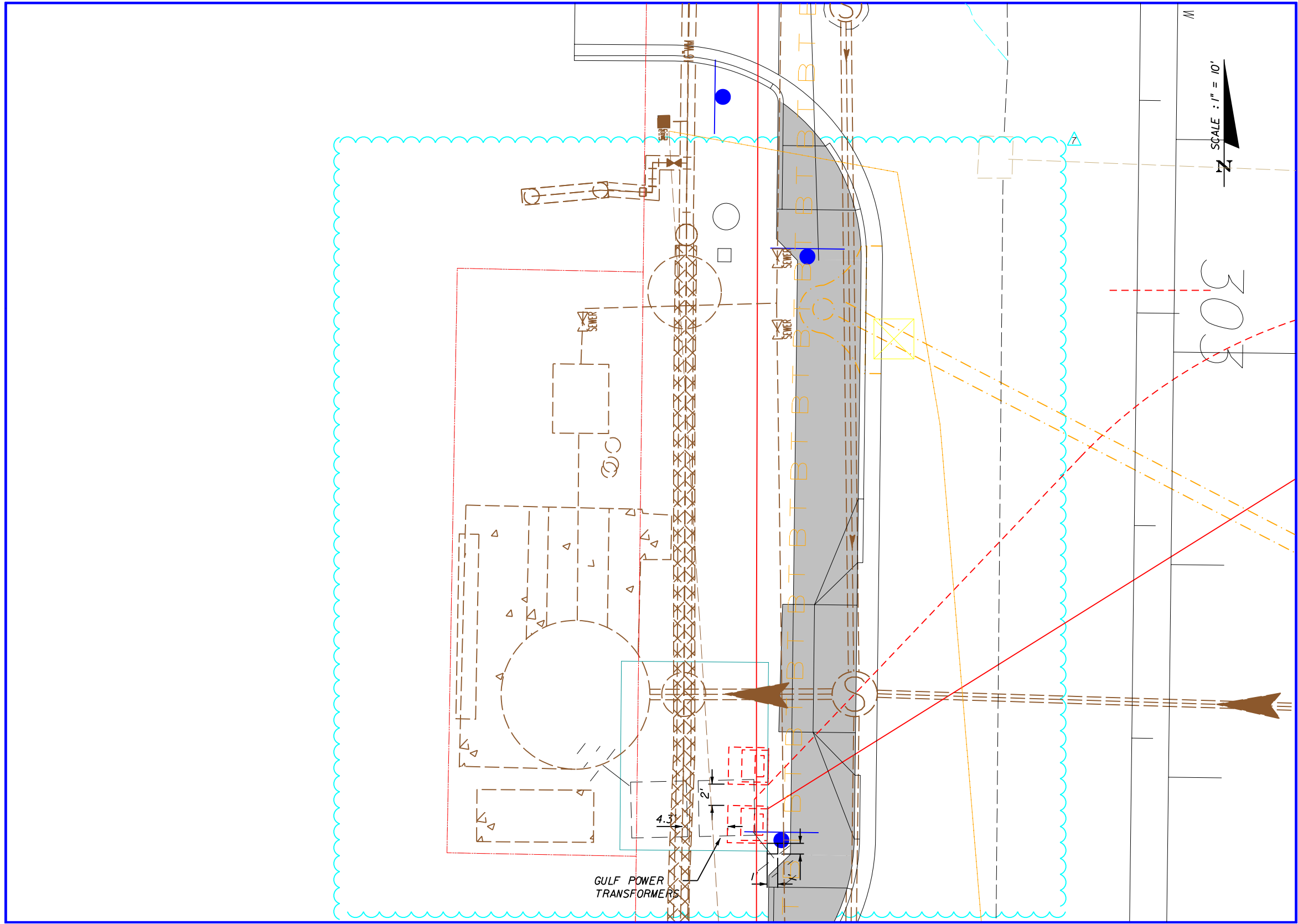
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CITY OF PANAMA CITY BEACH
 CONSTRUCTION PLANS FOR:
 SOUTH THOMAS DRIVE

UTILITY COORDINATION PLAN
NORTH THOMAS DR.

SHEET NO.
310



LEGEND

TELEPHONE	—
SIGNAL	—
GAS	—
LIGHTING	—
ITS	—
ELECTRIC	—
SIGNING	—
DRAINAGE	—
COMCAST	—
KNOLOGY	—
WATER/SEWER	—

**UTILITY COORDINATION PLAN
DETAIL NO. 1**

THE PROPOSED UTILITIES SHOWN ON THE UTILITY COORDINATION PLANS ARE APPROXIMATE AND ARE FOR INFORMATION ONLY. THE CONTRACTOR SHALL REFER TO THE UTILITY COMPONENT SETS FOR THE CONSTRUCTION DOCUMENTS.

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
05-22-09		REVISED UTILITY COORDINATION PLAN			
02-03-10	PDD	REVISED EQUIPMENT LOCATION			

Engineer of Record:
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 Certificate of Authorization No. 24

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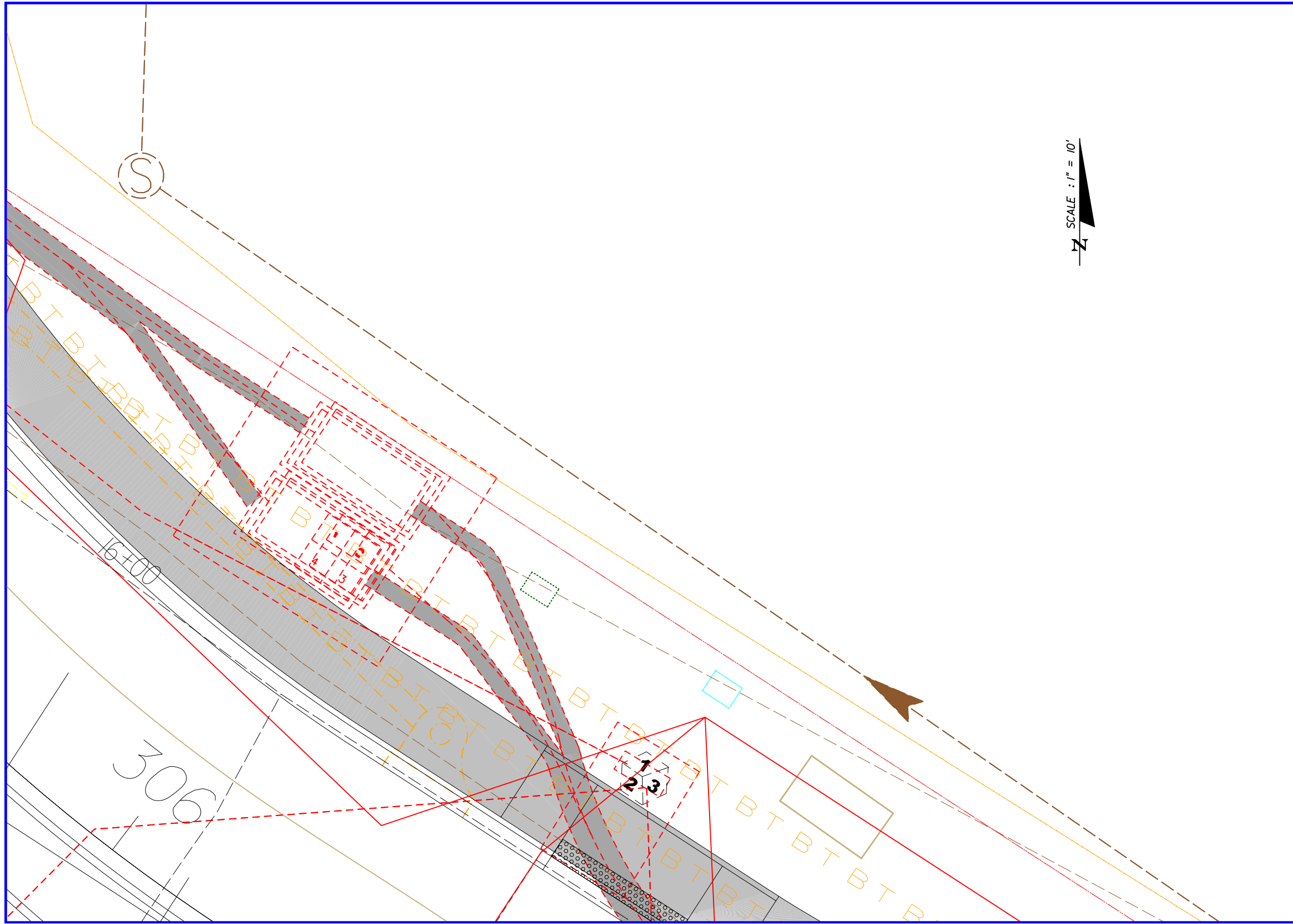


**CITY OF
PANAMA CITY BEACH**
 CONSTRUCTION PLANS FOR:
 SOUTH THOMAS DRIVE

**UTILITY COORDINATION PLAN
FRONT BEACH RD.**

SHEET NO.
311

RELEASED FOR CONSTRUCTION



LEGEND

TELEPHONE	— (solid blue)
SIGNAL	— (solid green)
GAS	— (solid red)
LIGHTING	— (solid black)
ITS	- - - (dashed cyan)
ELECTRIC	- - - (dashed red)
SIGNING	- - - (dashed blue)
DRAINAGE	- - - (dashed orange)
COMCAST	- - - (dashed cyan)
KNOLOGY	- - - (dashed green)
WATER/SEWER	- - - (dashed brown)

SCALE : 1" = 10'

**UTILITY COORDINATION PLAN
 DETAIL NO. 2**

THE PROPOSED UTILITIES SHOWN ON THE UTILITY COORDINATION PLANS ARE APPROXIMATE AND ARE FOR INFORMATION ONLY. THE CONTRACTOR SHALL REFER TO THE UTILITY COMPONENT SETS FOR THE CONSTRUCTION DOCUMENTS.

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
05-22-09		REVISED UTILITY COORDINATION PLAN			

Engineer of Record:
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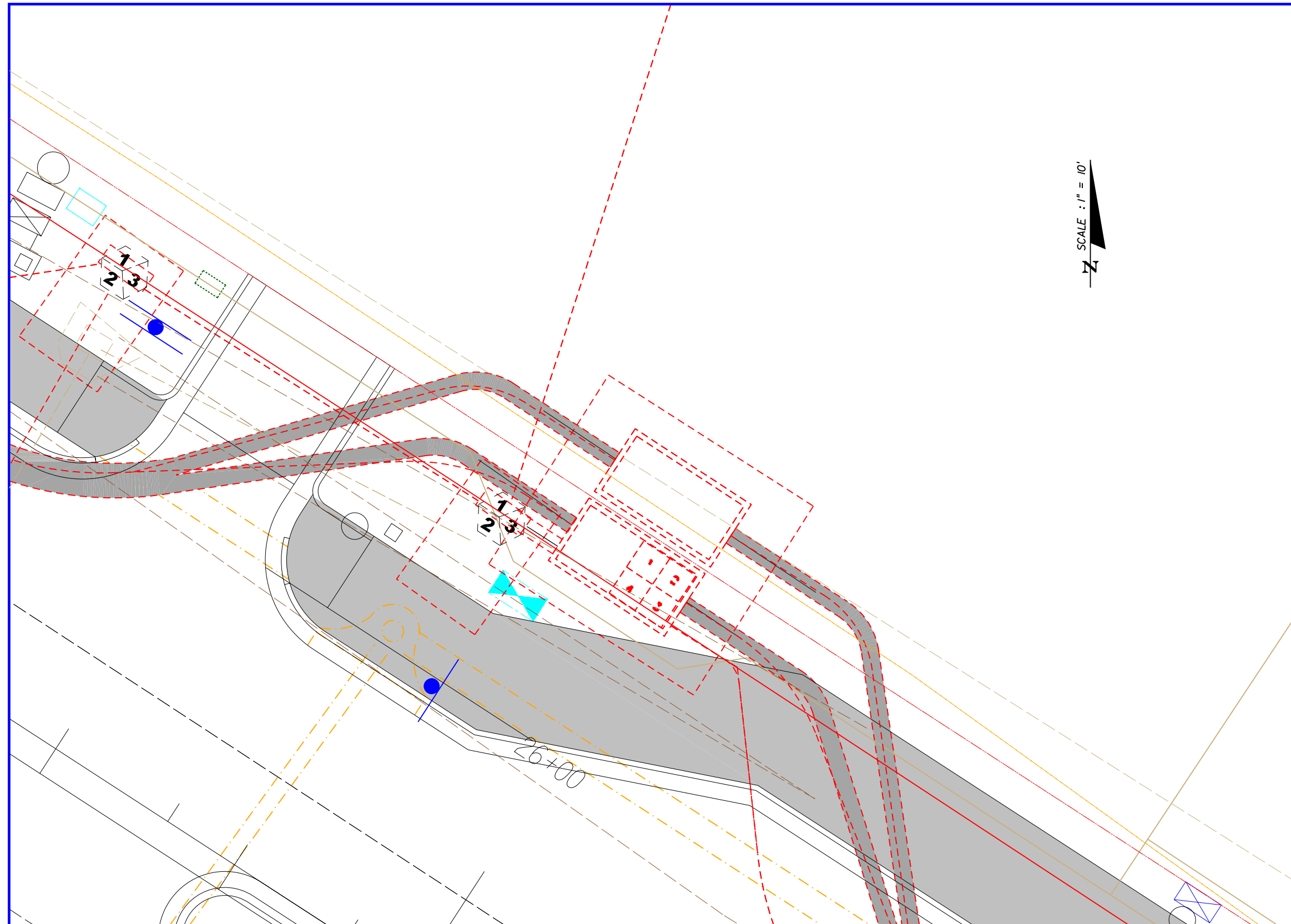


**CITY OF
 PANAMA CITY BEACH**
 CONSTRUCTION PLANS FOR:
 SOUTH THOMAS DRIVE

**UTILITY COORDINATION PLAN
 FRONT BEACH RD.**

SHEET NO.
 312

RELEASED FOR CONSTRUCTION



LEGEND

TELEPHONE	—
SIGNAL	—
GAS	—
LIGHTING	—
ITS	—
ELECTRIC	—
SIGNING	—
DRAINAGE	—
COMCAST	—
KNOLGY	—
WATER/SEWER	—

SCALE : 1" = 10'

**UTILITY COORDINATION PLAN
DETAIL NO. 3**

THE PROPOSED UTILITIES SHOWN ON THE UTILITY COORDINATION PLANS ARE APPROXIMATE AND ARE FOR INFORMATION ONLY. THE CONTRACTOR SHALL REFER TO THE UTILITY COMPONENT SETS FOR THE CONSTRUCTION DOCUMENTS.

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
05-22-09		REVISED UTILITY COORDINATION PLAN			

Engineer of Record:
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 Certificate of Authorization No. 24

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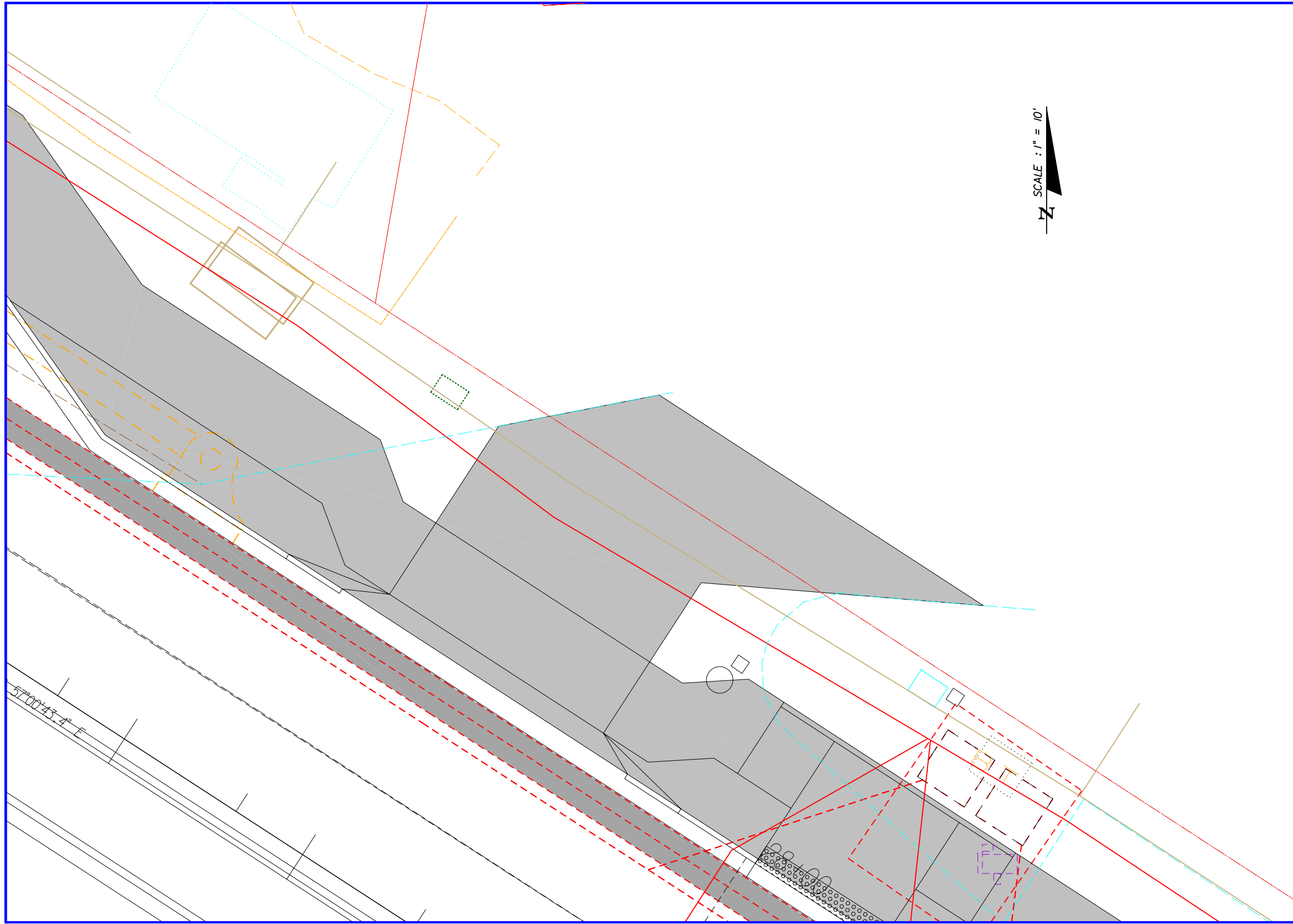


**CITY OF
PANAMA CITY BEACH**
 CONSTRUCTION PLANS FOR:
 SOUTH THOMAS DRIVE

**UTILITY COORDINATION PLAN
FRONT BEACH RD.**

SHEET NO.
313

RELEASED FOR CONSTRUCTION



LEGEND

TELEPHONE	—
SIGNAL	—
GAS	—
LIGHTING	—
ITS	—
ELECTRIC	—
SIGNING	—
DRAINAGE	—
COMCAST	—
KNOLOGY	—
WATER/SEWER	—

SCALE : 1" = 10'

**UTILITY COORDINATION PLAN
DETAIL NO. 4**

THE PROPOSED UTILITIES SHOWN ON THE UTILITY COORDINATION PLANS ARE APPROXIMATE AND ARE FOR INFORMATION ONLY. THE CONTRACTOR SHALL REFER TO THE UTILITY COMPONENT SETS FOR THE CONSTRUCTION DOCUMENTS.

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
05-22-09		REVISED UTILITY COORDINATION PLAN			

Engineer of Record:
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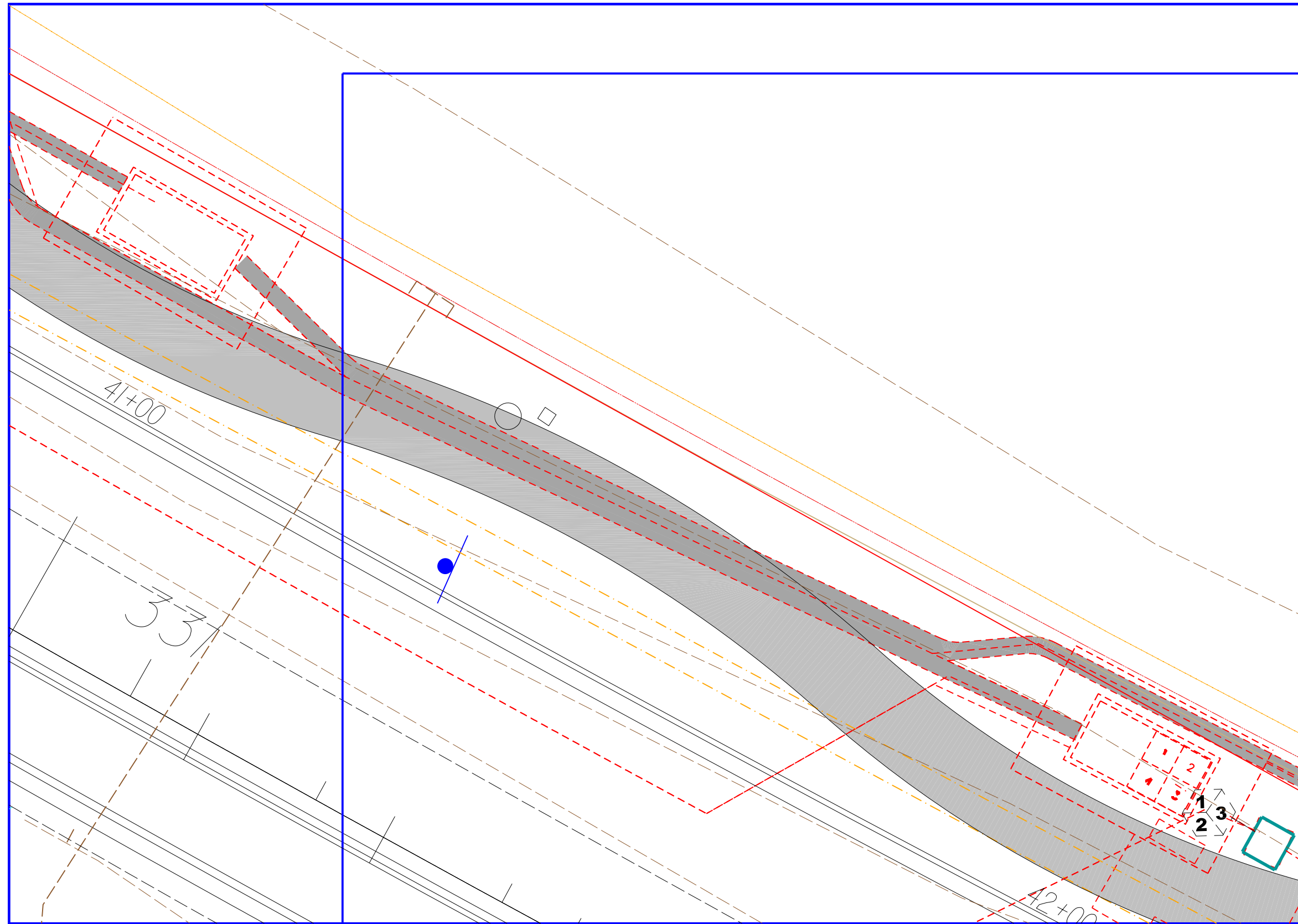


**CITY OF
PANAMA CITY BEACH**
 CONSTRUCTION PLANS FOR:
 SOUTH THOMAS DRIVE

**UTILITY COORDINATION PLAN
FRONT BEACH RD.**

SHEET NO.
314

RELEASED FOR CONSTRUCTION



LEGEND

TELEPHONE	—
SIGNAL	—
GAS	—
LIGHTING	- - -
ELECTRIC	- - -
ITS	- - -
ELECTRIC SIGNING	- - -
DRAINAGE	- - -
COMCAST	- - -
KNOWLEDGE	- - -
WATER/SEWER	- - -

**UTILITY COORDINATION PLAN
DETAIL NO. 5**

THE PROPOSED UTILITIES SHOWN ON THE UTILITY COORDINATION PLANS ARE APPROXIMATE AND ARE FOR INFORMATION ONLY. THE CONTRACTOR SHALL REFER TO THE UTILITY COMPONENT SETS FOR THE CONSTRUCTION DOCUMENTS.

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
05-22-09		REVISED UTILITY COORDINATION PLAN			

Engineer of Record:
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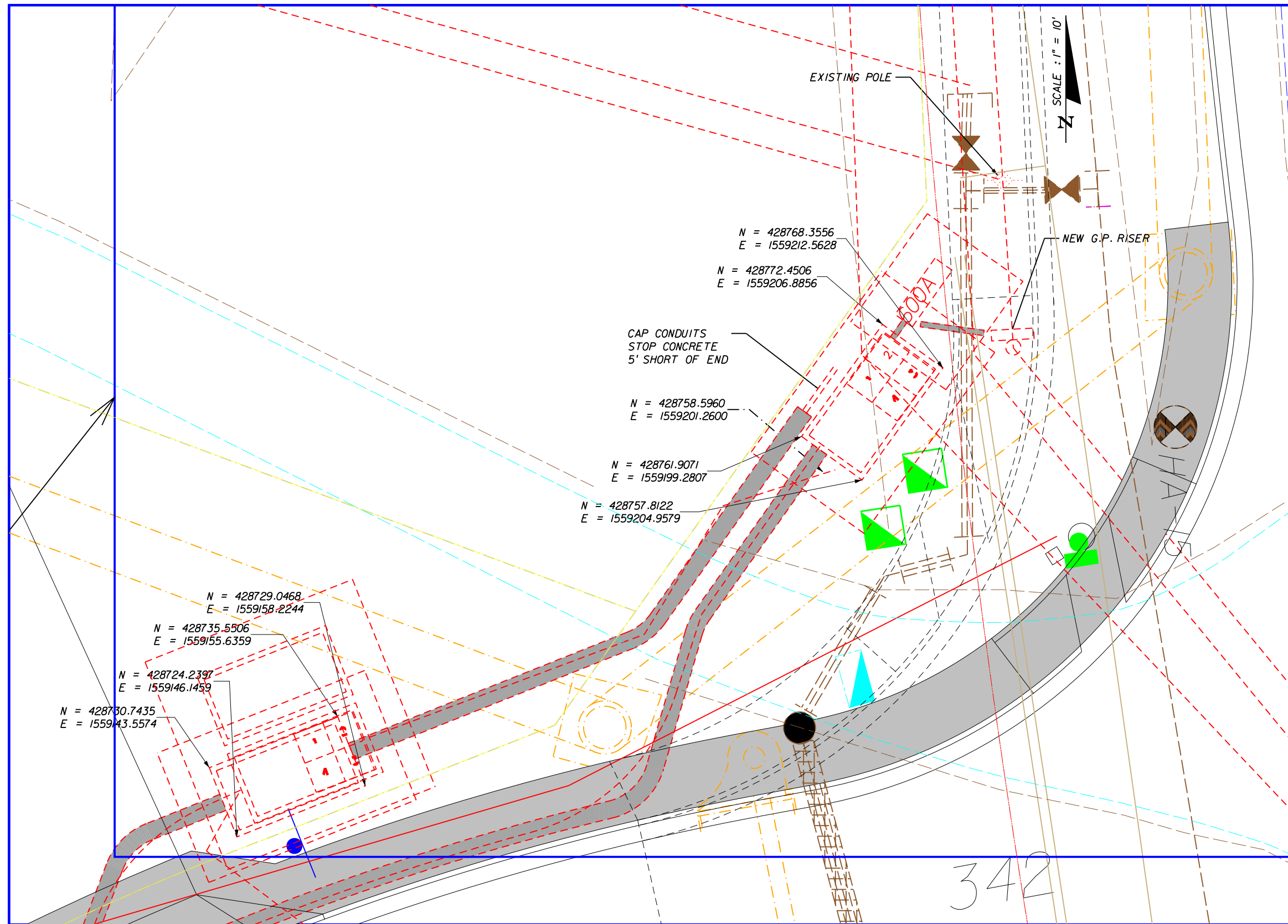


**CITY OF
PANAMA CITY BEACH**
 CONSTRUCTION PLANS FOR:
 SOUTH THOMAS DRIVE

**UTILITY COORDINATION PLAN
FRONT BEACH RD.**

SHEET NO.
315

RELEASED FOR CONSTRUCTION



LEGEND

TELEPHONE	—
SIGNAL	—
GAS	—
LIGHTING	—
ITS	—
ELECTRIC	—
SIGNING	—
DRAINAGE	—
COMCAST	—
KNOLOGY	—
WATER/ SEWER	—

**UTILITY COORDINATION PLAN
DETAIL NO. 6**

THE PROPOSED UTILITIES SHOWN ON THE UTILITY COORDINATION PLANS ARE APPROXIMATE AND ARE FOR INFORMATION ONLY. THE CONTRACTOR SHALL REFER TO THE UTILITY COMPONENT SETS FOR THE CONSTRUCTION DOCUMENTS.

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
05-22-09		REVISED UTILITY COORDINATION PLAN			

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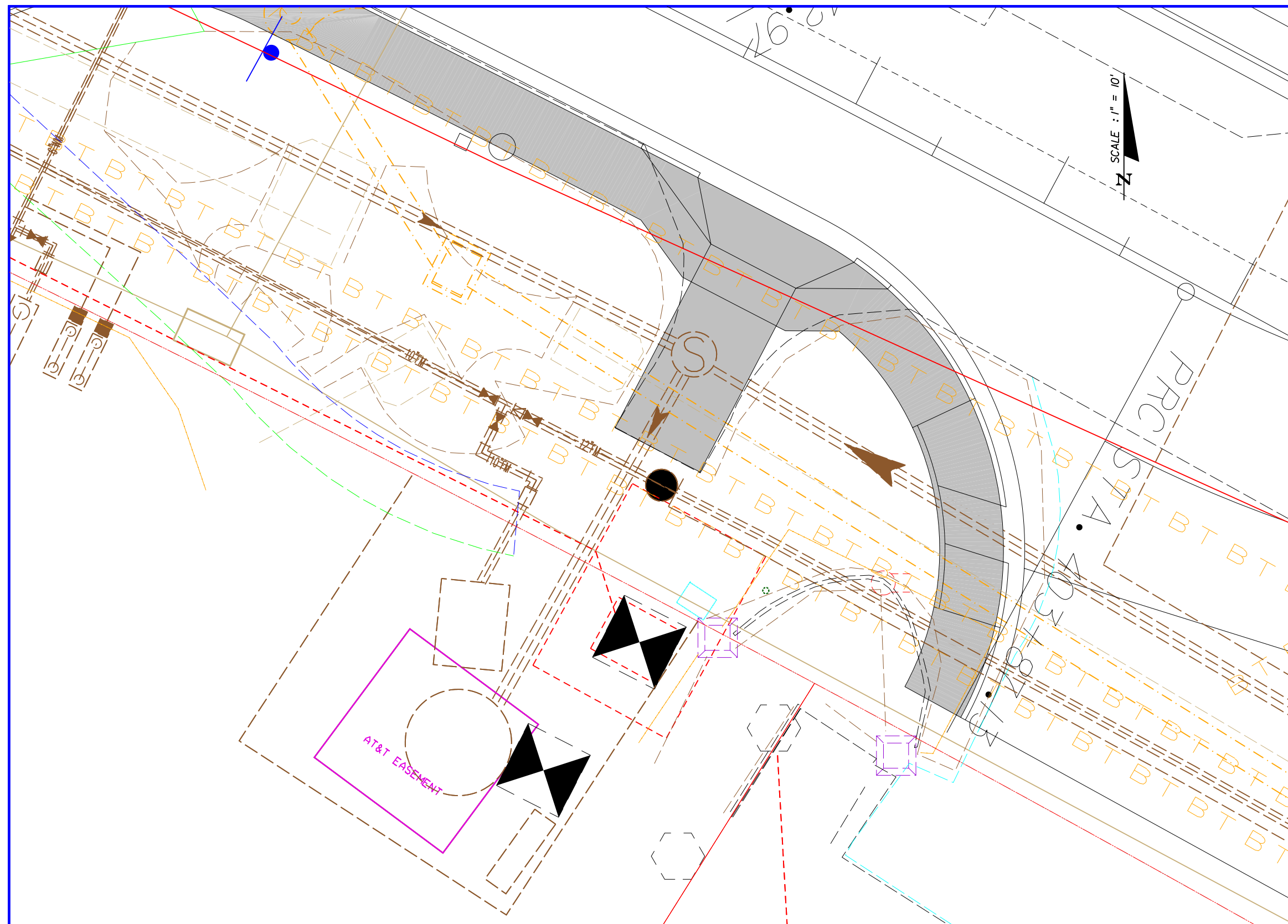


**CITY OF
PANAMA CITY BEACH**
CONSTRUCTION PLANS FOR:
SOUTH THOMAS DRIVE

**UTILITY COORDINATION PLAN
FRONT BEACH RD.**

SHEET NO.
316

RELEASED FOR CONSTRUCTION



LEGEND

TELEPHONE	—
SIGNAL	—
GAS	—
LIGHTING	—
ITS	—
ELECTRIC	—
SIGNING	—
DRAINAGE	—
COMCAST	—
KNOLGY	—
WATER/SEWER	—

**UTILITY COORDINATION PLAN
DETAIL NO. 7**

THE PROPOSED UTILITIES SHOWN ON THE UTILITY COORDINATION PLANS ARE APPROXIMATE AND ARE FOR INFORMATION ONLY. THE CONTRACTOR SHALL REFER TO THE UTILITY COMPONENT SETS FOR THE CONSTRUCTION DOCUMENTS.

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
05-22-09		REVISED UTILITY COORDINATION PLAN			

Engineer of Record:
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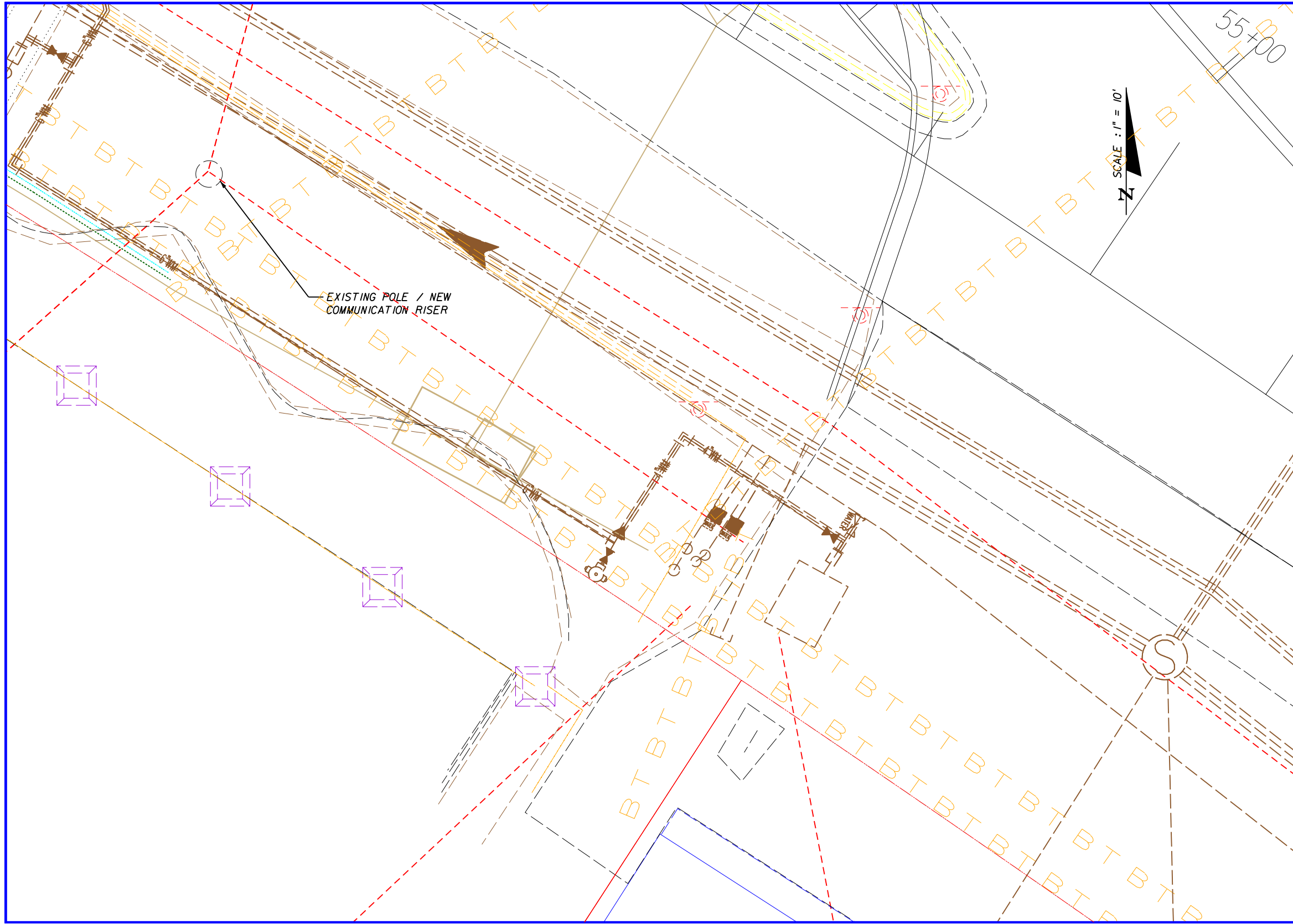


CITY OF PANAMA CITY BEACH
 CONSTRUCTION PLANS FOR:
 SOUTH THOMAS DRIVE

**UTILITY COORDINATION PLAN
FRONT BEACH RD.**

SHEET NO.
317

RELEASED FOR CONSTRUCTION



LEGEND

TELEPHONE	—
SIGNAL	—
GAS	—
LIGHTING	—
ITS	—
ELECTRIC	—
SIGNING	—
DRAINAGE	—
COMCAST	—
KNOLGY	—
WATER/SEWER	—

**UTILITY COORDINATION PLAN
DETAIL NO. 8**

THE PROPOSED UTILITIES SHOWN ON THE UTILITY COORDINATION PLANS ARE APPROXIMATE AND ARE FOR INFORMATION ONLY. THE CONTRACTOR SHALL REFER TO THE UTILITY COMPONENT SETS FOR THE CONSTRUCTION DOCUMENTS.

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
05-22-09		REVISED UTILITY COORDINATION PLAN			

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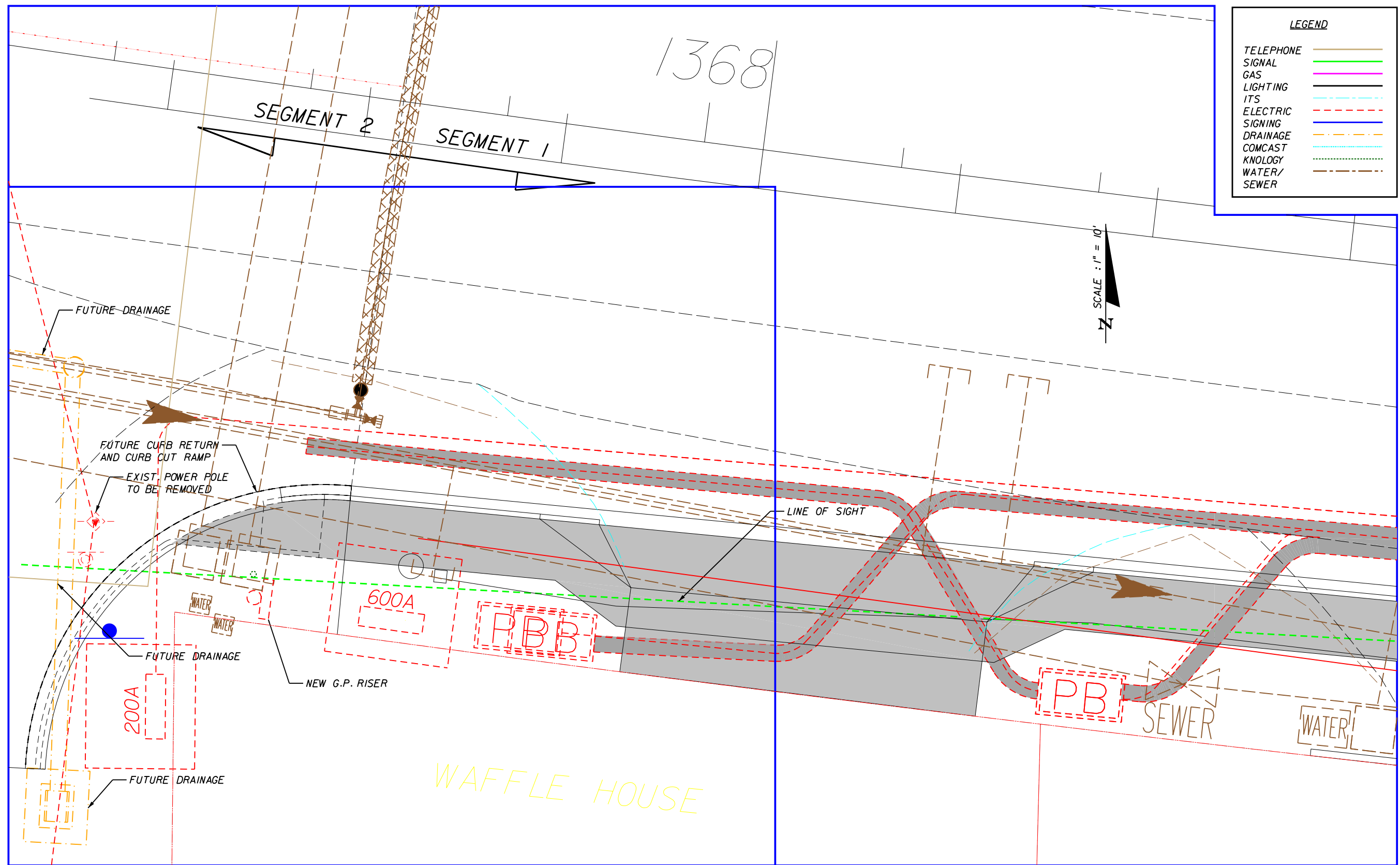


CITY OF PANAMA CITY BEACH
 CONSTRUCTION PLANS FOR:
 SOUTH THOMAS DRIVE

**UTILITY COORDINATION PLAN
FRONT BEACH RD.**

SHEET NO.
318

RELEASED FOR CONSTRUCTION



RELEASED FOR CONSTRUCTION

**UTILITY COORDINATION PLAN
DETAIL NO. 9**

THE PROPOSED UTILITIES SHOWN ON THE UTILITY COORDINATION PLANS ARE APPROXIMATE AND ARE FOR INFORMATION ONLY. THE CONTRACTOR SHALL REFER TO THE UTILITY COMPONENT SETS FOR THE CONSTRUCTION DOCUMENTS.

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
05-22-09		REVISED UTILITY COORDINATION PLAN			

Engineer of Record:
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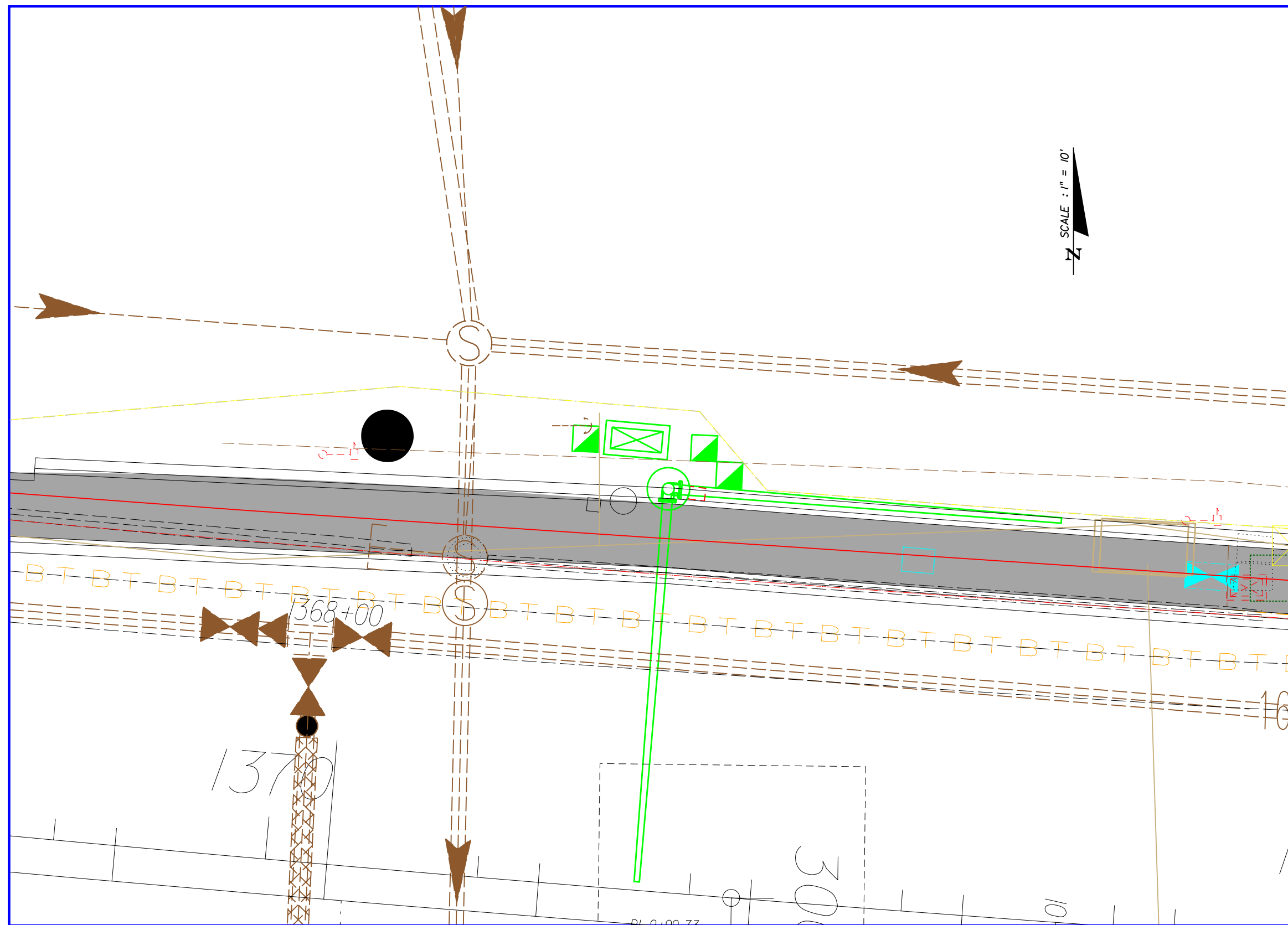


**CITY OF
PANAMA CITY BEACH**

CONSTRUCTION PLANS FOR:
SOUTH THOMAS DRIVE

**UTILITY COORDINATION PLAN
FRONT BEACH RD.**

SHEET NO.
319



LEGEND

TELEPHONE	—
SIGNAL	—
GAS	—
LIGHTING	—
ELECTRIC	—
ITS	—
DRAINAGE	—
COMCAST	—
KNOLGY	—
WATER/SEWER	—

SCALE : 1" = 10'

**UTILITY COORDINATION PLAN
 DETAIL NO. 10**

THE PROPOSED UTILITIES SHOWN ON THE UTILITY COORDINATION PLANS ARE APPROXIMATE AND ARE FOR INFORMATION ONLY. THE CONTRACTOR SHALL REFER TO THE UTILITY COMPONENT SETS FOR THE CONSTRUCTION DOCUMENTS.

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
05-22-09		REVISED UTILITY COORDINATION PLAN			

Engineer of Record:
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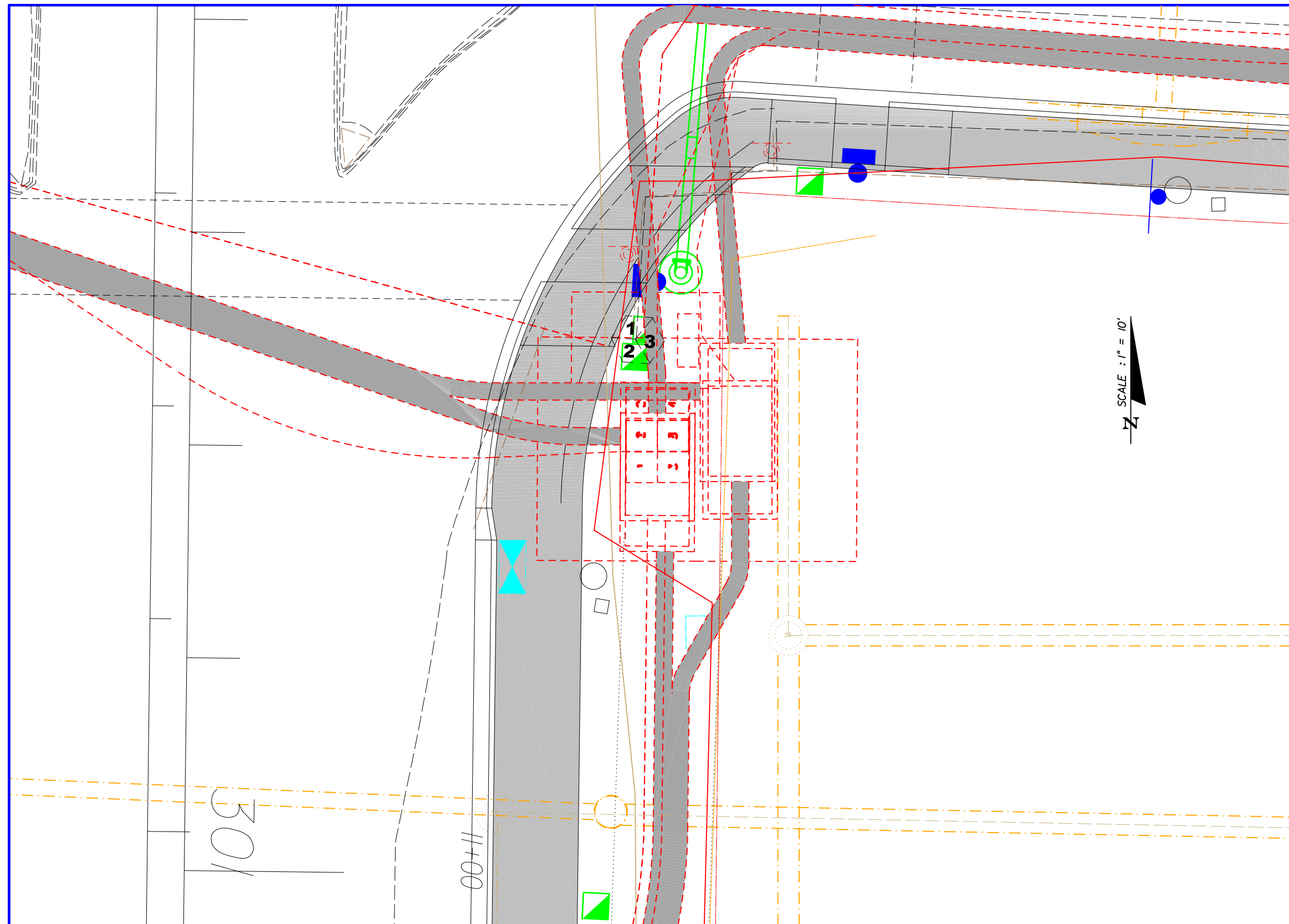


**CITY OF
 PANAMA CITY BEACH**
 CONSTRUCTION PLANS FOR:
 SOUTH THOMAS DRIVE

**UTILITY COORDINATION PLAN
 FRONT BEACH RD.**

SHEET NO.
 320

RELEASED FOR CONSTRUCTION



LEGEND

TELEPHONE	—
SIGNAL	—
GAS	—
LIGHTING	—
ITS	—
ELECTRIC	—
SIGNING	—
DRAINAGE	—
COMCAST	—
KNOLGY	—
WATER/SEWER	—

SCALE : 1" = 10'

**UTILITY COORDINATION PLAN
 DETAIL NO. 11**

THE PROPOSED UTILITIES SHOWN ON THE UTILITY COORDINATION PLANS ARE APPROXIMATE AND ARE FOR INFORMATION ONLY. THE CONTRACTOR SHALL REFER TO THE UTILITY COMPONENT SETS FOR THE CONSTRUCTION DOCUMENTS.

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
05-22-09		REVISED UTILITY COORDINATION PLAN			

Engineer of Record:
PBS&J
 Certificate of Authorization No. 24

Michael E. Holcomb
 P.E. # 40147
 7406 Fullerton Street
 Suite 350
 Jacksonville, FL 32256
 (904) 363-6100
 www.pbsj.com

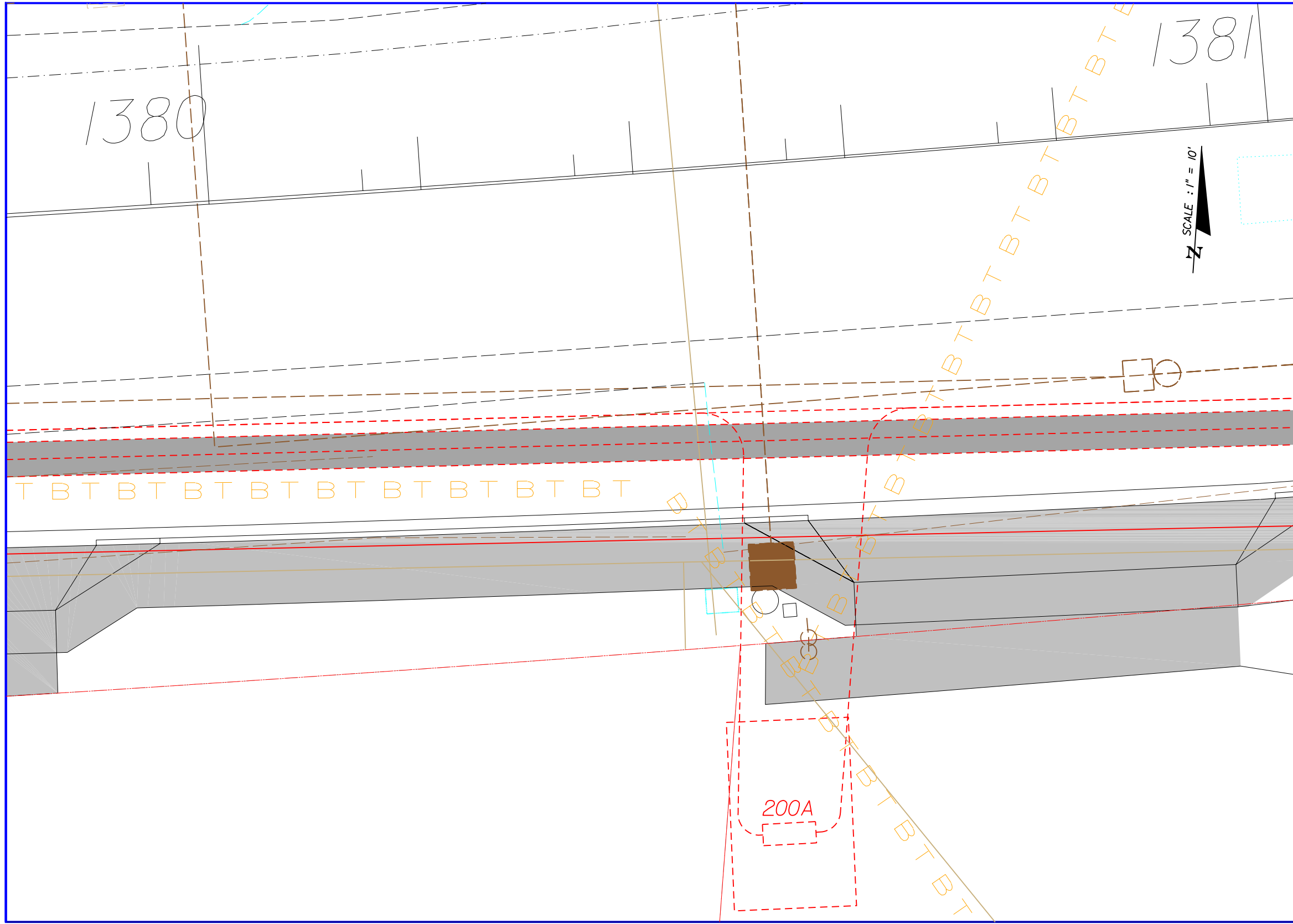


**CITY OF
 PANAMA CITY BEACH**
 CONSTRUCTION PLANS FOR:
 SOUTH THOMAS DRIVE

**UTILITY COORDINATION PLAN
 FRONT BEACH RD.**

SHEET NO.
 321

RELEASED FOR CONSTRUCTION



LEGEND

TELEPHONE	—
SIGNAL	—
GAS	—
LIGHTING	—
ITS	—
ELECTRIC	—
SIGNING	—
DRAINAGE	—
COMCAST	—
KNOLOGY	—
WATER/SEWER	—

**UTILITY COORDINATION PLAN
DETAIL NO. 12**

THE PROPOSED UTILITIES SHOWN ON THE UTILITY COORDINATION PLANS ARE APPROXIMATE AND ARE FOR INFORMATION ONLY. THE CONTRACTOR SHALL REFER TO THE UTILITY COMPONENT SETS FOR THE CONSTRUCTION DOCUMENTS.

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
05-22-09		REVISED UTILITY COORDINATION PLAN			

Engineer of Record:
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 Certificate of Authorization No. 24

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 www.pbsj.com

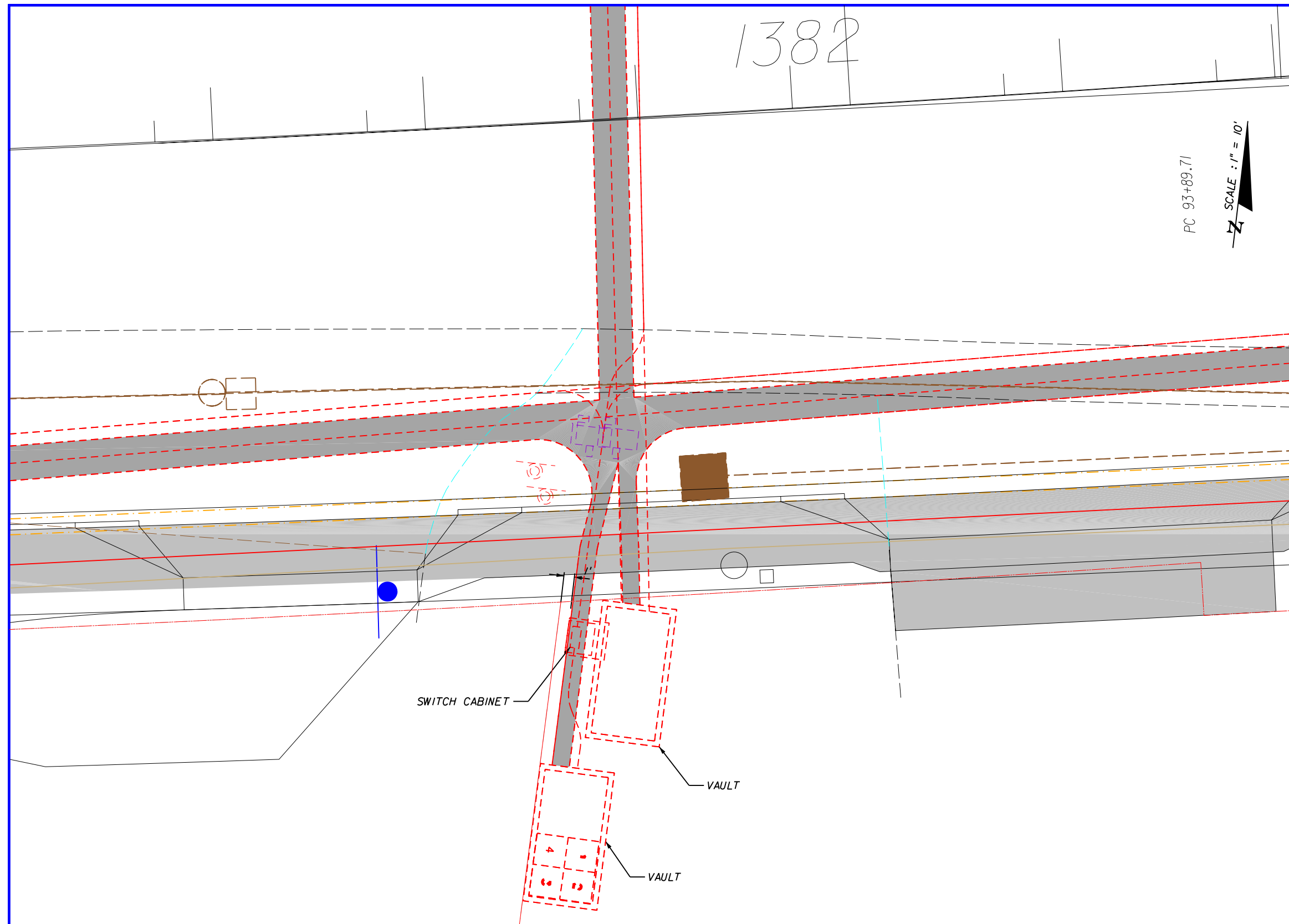


**CITY OF
PANAMA CITY BEACH**
 CONSTRUCTION PLANS FOR:
 SOUTH THOMAS DRIVE

**UTILITY COORDINATION PLAN
FRONT BEACH RD.**

SHEET NO.
322

RELEASED FOR CONSTRUCTION



LEGEND

TELEPHONE	—
SIGNAL	—
GAS	—
LIGHTING	—
ITS	—
ELECTRIC	—
SIGNING	—
DRAINAGE	—
COMCAST	—
KNOLGY	—
WATER/SEWER	—

**UTILITY COORDINATION PLAN
DETAIL NO. 12A**

THE PROPOSED UTILITIES SHOWN ON THE UTILITY COORDINATION PLANS ARE APPROXIMATE AND ARE FOR INFORMATION ONLY. THE CONTRACTOR SHALL REFER TO THE UTILITY COMPONENT SETS FOR THE CONSTRUCTION DOCUMENTS.

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
05-22-09		REVISED UTILITY COORDINATION PLAN			

Engineer of Record:
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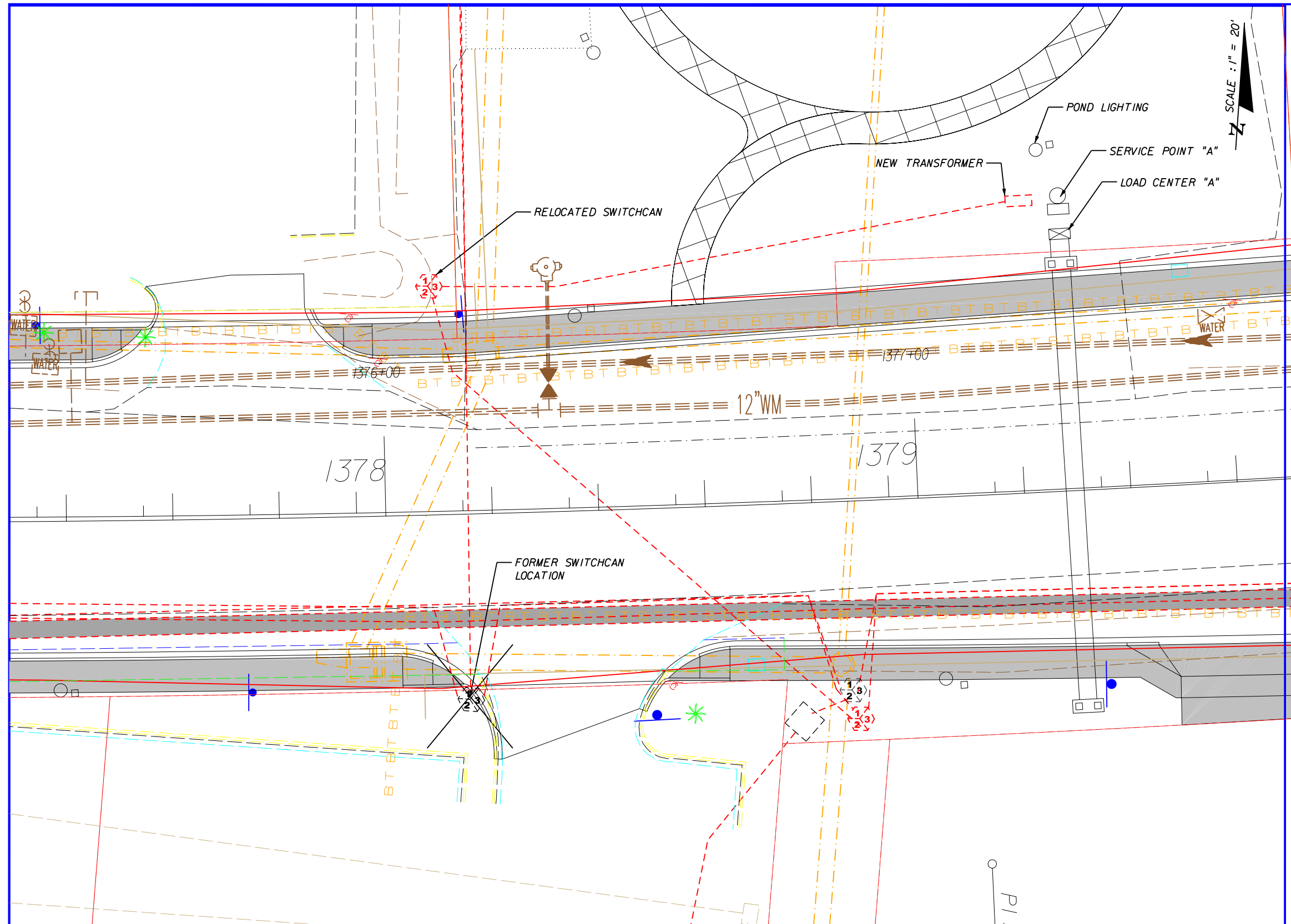
**CITY OF
PANAMA CITY BEACH**

CONSTRUCTION PLANS FOR:
SOUTH THOMAS DRIVE

**UTILITY COORDINATION PLAN
FRONT BEACH RD.**

SHEET NO.
322A

RELEASED FOR CONSTRUCTION



LEGEND	
TELEPHONE	
SIGNAL	
GAS	
LIGHTING	
ITS	
ELECTRIC	
SIGNING	
DRAINAGE	
COMCAST	
KNOLOGY	
WATER/SEWER	

**UTILITY COORDINATION PLAN
DETAIL NO. 12B**

THE PROPOSED UTILITIES SHOWN ON THE UTILITY COORDINATION PLANS ARE APPROXIMATE AND ARE FOR INFORMATION ONLY. THE CONTRACTOR SHALL REFER TO THE UTILITY COMPONENT SETS FOR THE CONSTRUCTION DOCUMENTS.

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
05-22-09		REVISED UTILITY COORDINATION PLAN			

Engineer of Record:
PBS&J
 Certificate of Authorization No. 24

Michael E. Holcomb
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 Suite 350
 Jacksonville, FL 32256
 (904) 363-6100
 www.pbsj.com

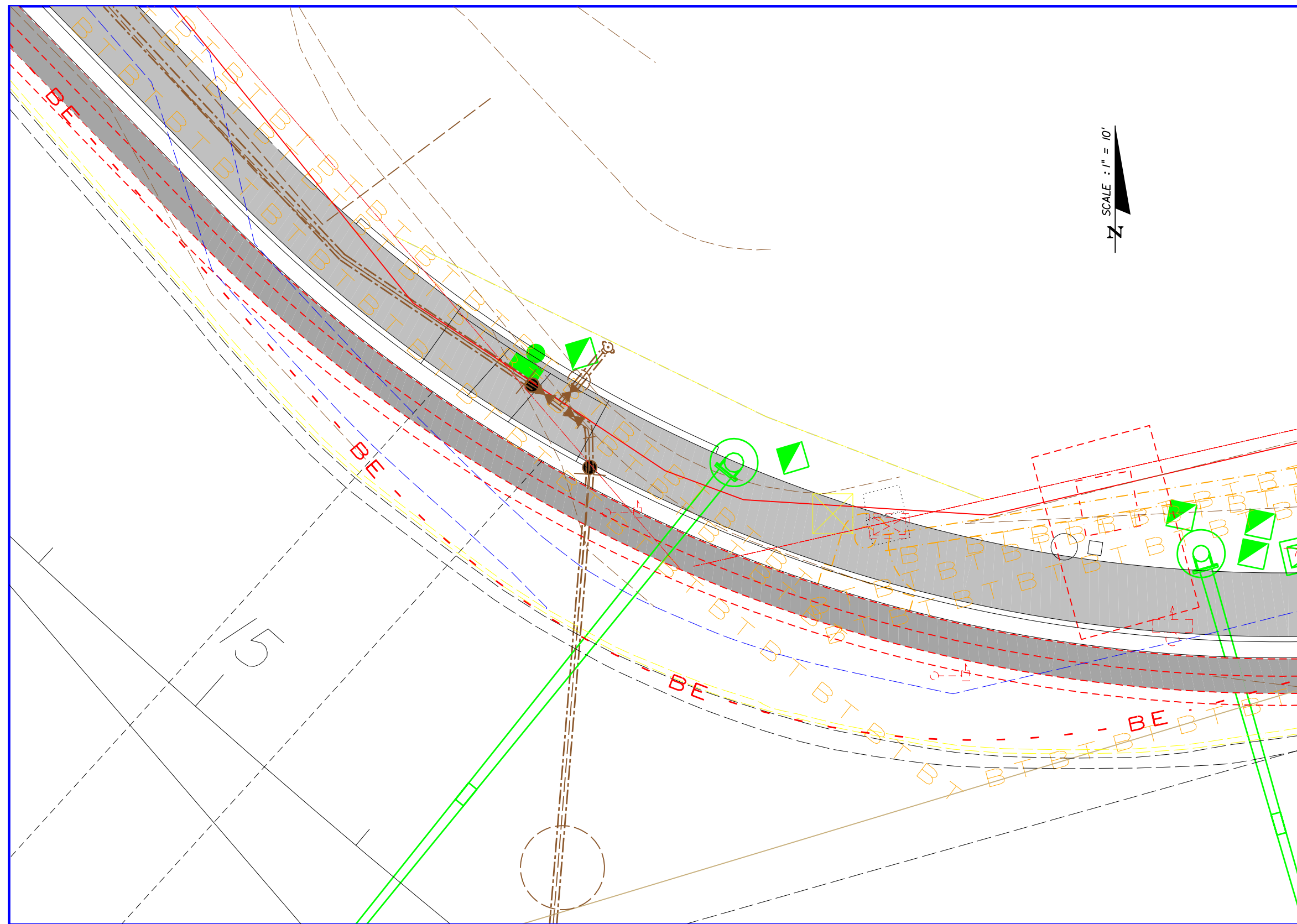


**CITY OF
PANAMA CITY BEACH**
 CONSTRUCTION PLANS FOR:
 SOUTH THOMAS DRIVE

**UTILITY COORDINATION PLAN
FRONT BEACH RD.**

SHEET NO.
322B

RELEASED FOR CONSTRUCTION



LEGEND

TELEPHONE	—
SIGNAL	—
GAS	—
LIGHTING	—
ITS	- - -
ELECTRIC	- - -
SIGNING	- - -
DRAINAGE	- - -
COMCAST	- - -
KNOLOGY	- - -
WATER/SEWER	- - -

SCALE : 1" = 10'
N

**UTILITY COORDINATION PLAN
DETAIL NO. 13**

THE PROPOSED UTILITIES SHOWN ON THE UTILITY COORDINATION PLANS ARE APPROXIMATE AND ARE FOR INFORMATION ONLY. THE CONTRACTOR SHALL REFER TO THE UTILITY COMPONENT SETS FOR THE CONSTRUCTION DOCUMENTS.

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
05-22-09		REVISED UTILITY COORDINATION PLAN			

Engineer of Record:
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Certificate of Authorization No. 24

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(904) 363-6100
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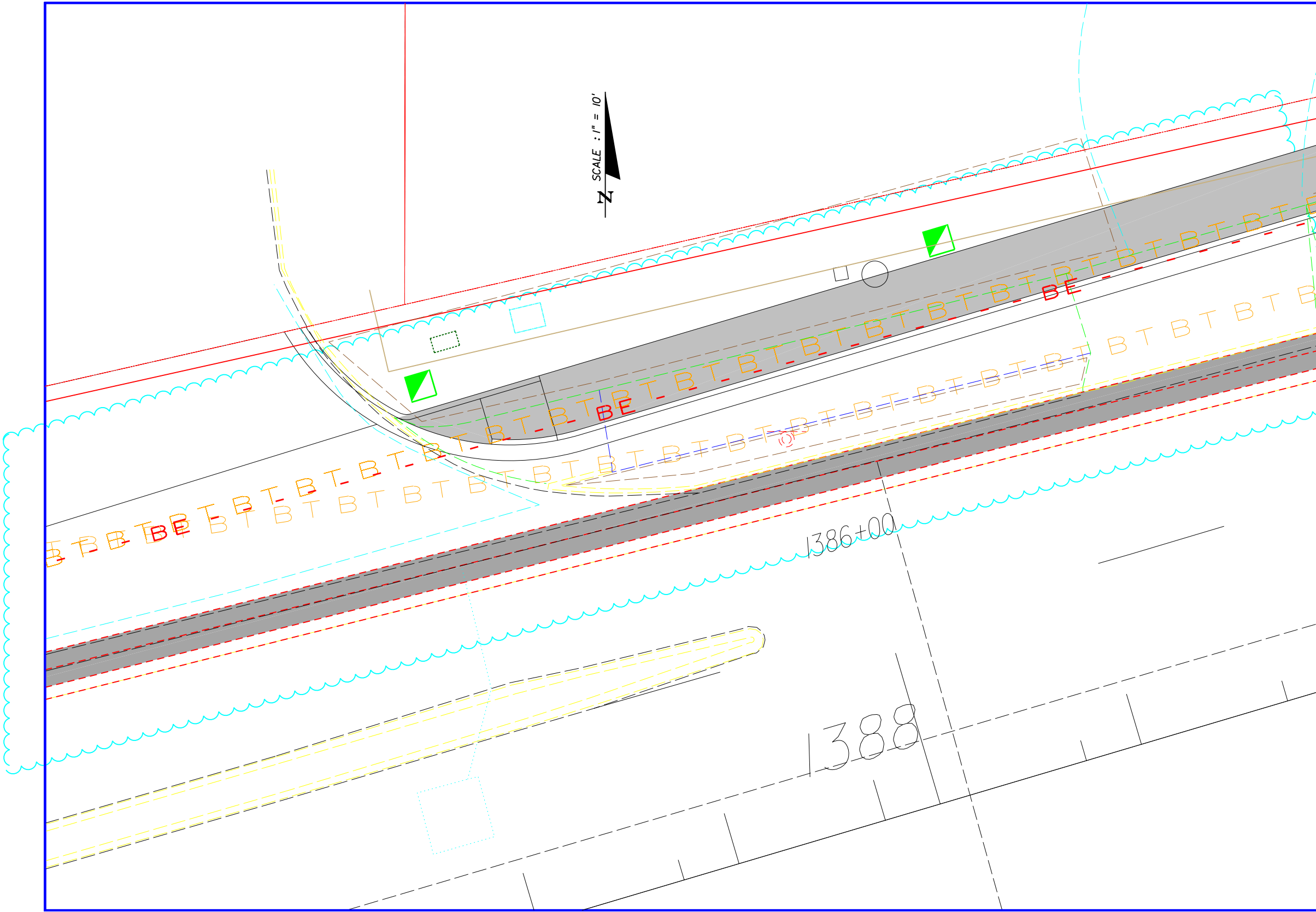


**CITY OF
PANAMA CITY BEACH**
CONSTRUCTION PLANS FOR:
SOUTH THOMAS DRIVE

**UTILITY COORDINATION PLAN
FRONT BEACH RD.**

SHEET NO.
323

RELEASED FOR CONSTRUCTION



LEGEND

TELEPHONE	—
SIGNAL	—
GAS	—
LIGHTING	—
ITS	—
ELECTRIC	—
SIGNING	—
DRAINAGE	—
COMCAST	—
KNOLOGY	—
WATER/SEWER	—

**UTILITY COORDINATION PLAN
DETAIL NO. 14**

THE PROPOSED UTILITIES SHOWN ON THE UTILITY COORDINATION PLANS ARE APPROXIMATE AND ARE FOR INFORMATION ONLY. THE CONTRACTOR SHALL REFER TO THE UTILITY COMPONENT SETS FOR THE CONSTRUCTION DOCUMENTS.

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
05-22-09		REVISED UTILITY COORDINATION PLAN			
09-04-09	PDD	2 REVISED DRIVEWAYS			
04-10-10	PDD	8 RELOCATED PULL BOX			

Engineer of Record:
PBS&J
 Certificate of Authorization No. 24

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 www.pbsj.com



**CITY OF
PANAMA CITY BEACH**
 CONSTRUCTION PLANS FOR:
 SOUTH THOMAS DRIVE

**UTILITY COORDINATION PLAN
FRONT BEACH RD.**

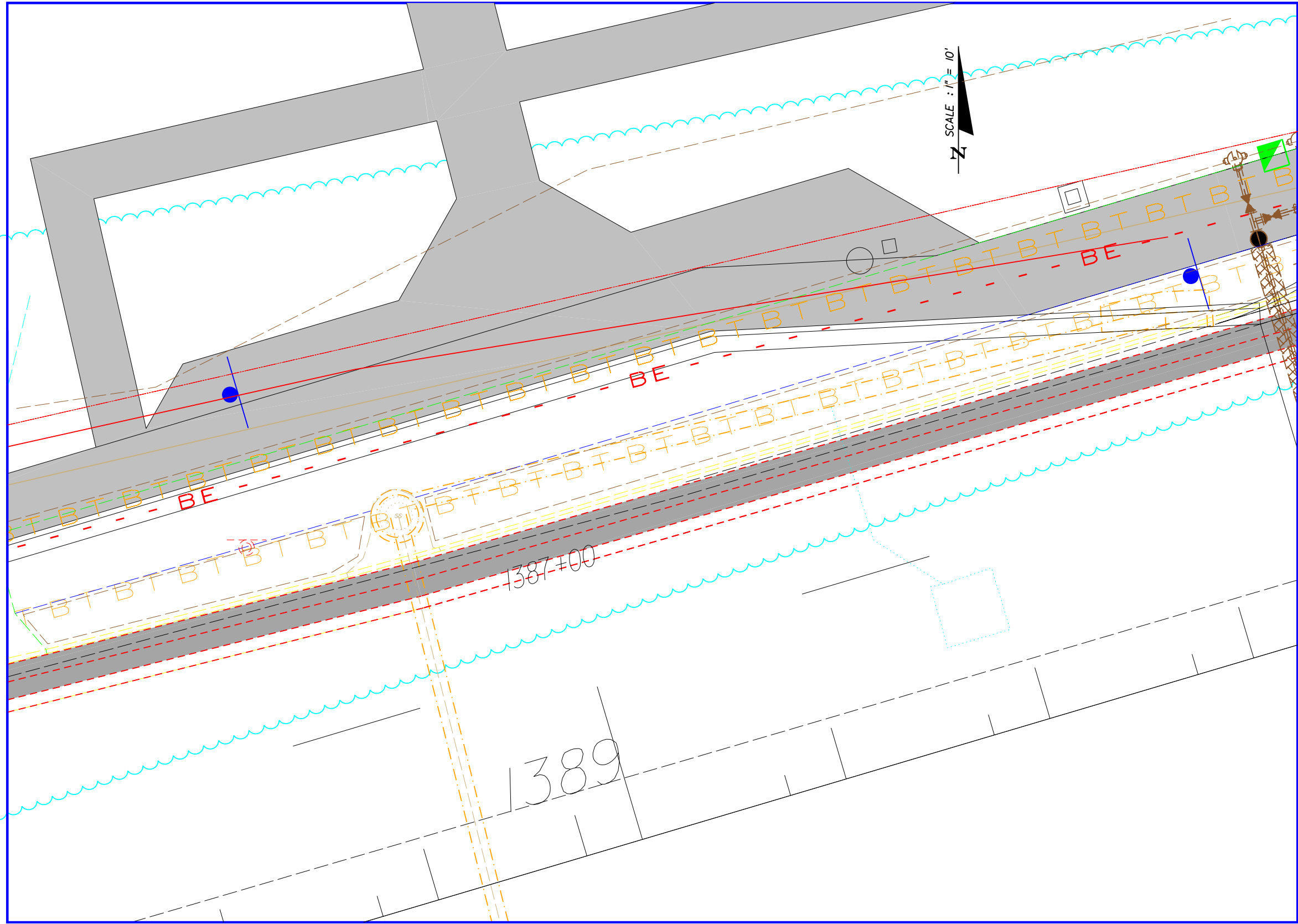
SHEET NO.
324

RELEASED FOR CONSTRUCTION

LEGEND

- TELEPHONE
- SIGNAL
- GAS
- LIGHTING
- ITS
- ELECTRIC
- SIGNING
- DRAINAGE
- COMCAST
- KNOLOGY
- WATER/SEWER

SCALE : 1" = 10'



**UTILITY COORDINATION PLAN
 DETAIL NO. 15**

THE PROPOSED UTILITIES SHOWN ON THE UTILITY COORDINATION PLANS ARE APPROXIMATE AND ARE FOR INFORMATION ONLY. THE CONTRACTOR SHALL REFER TO THE UTILITY COMPONENT SETS FOR THE CONSTRUCTION DOCUMENTS.

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
05-22-09		REVISED UTILITY COORDINATION PLAN			
04-10-10	PDD	RELOCATED PULL BOX			

Engineer of Record:
PBS&J
 Certificate of Authorization No. 24

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 www.pbsj.com



**CITY OF
 PANAMA CITY BEACH**
 CONSTRUCTION PLANS FOR:
 SOUTH THOMAS DRIVE

**UTILITY COORDINATION PLAN
 FRONT BEACH RD.**

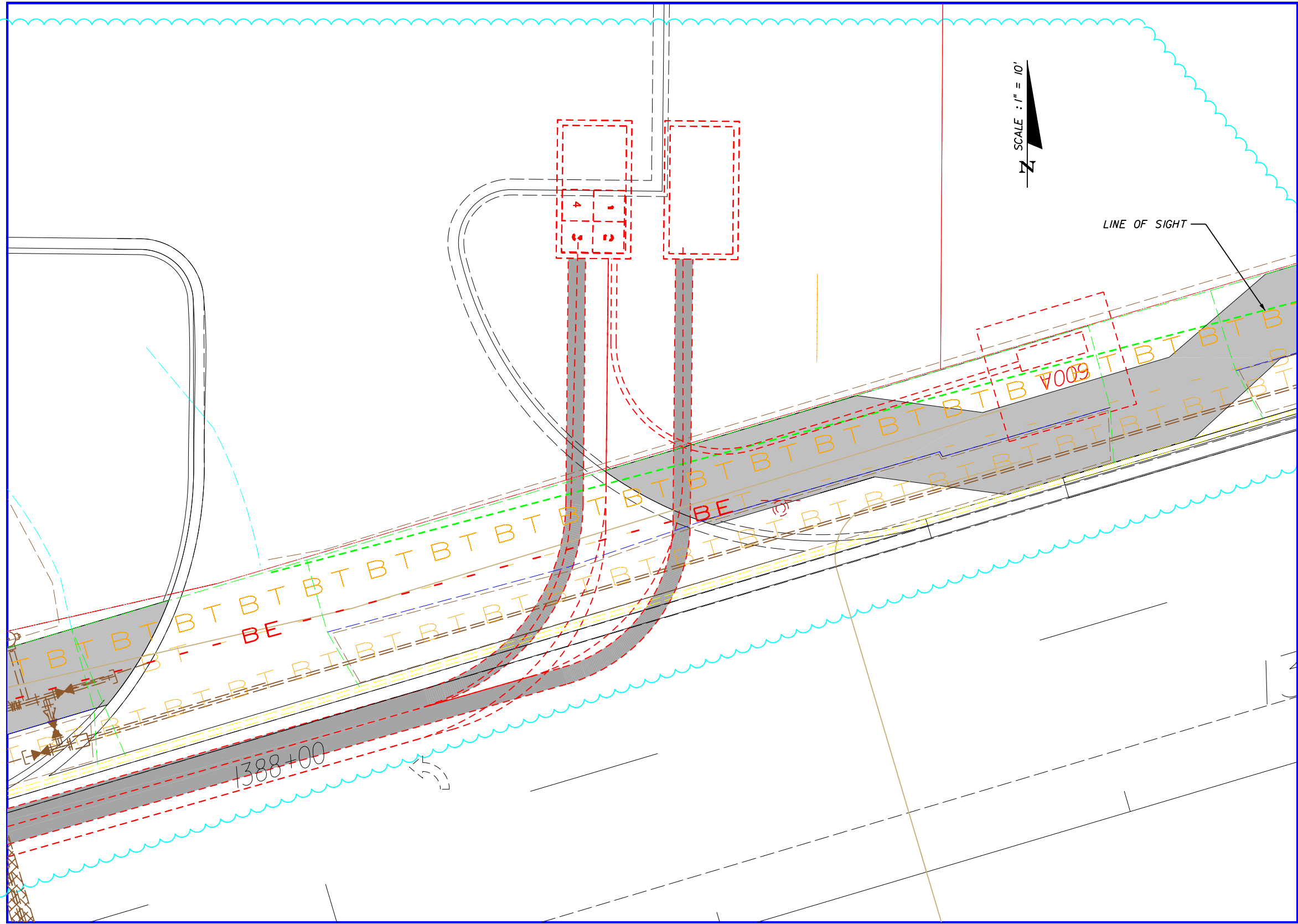
SHEET NO.
 325

RELEASED FOR CONSTRUCTION

LEGEND	
TELEPHONE	
SIGNAL	
GAS	
LIGHTING	
ITS	
ELECTRIC	
SIGNING	
DRAINAGE	
COMCAST	
KNOLOGY	
WATER/SEWER	

SCALE : 1" = 10'

LINE OF SIGHT



**UTILITY COORDINATION PLAN
 DETAIL NO. 15A**

THE PROPOSED UTILITIES SHOWN ON THE UTILITY COORDINATION PLANS ARE APPROXIMATE AND ARE FOR INFORMATION ONLY. THE CONTRACTOR SHALL REFER TO THE UTILITY COMPONENT SETS FOR THE CONSTRUCTION DOCUMENTS.

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
05-22-09		REVISED UTILITY COORDINATION PLAN			
04-10-10	PDD	RELOCATED PULL BOX			

Engineer of Record:
PBS&J
 Certificate of Authorization No. 24

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**CITY OF
 PANAMA CITY BEACH**
 CONSTRUCTION PLANS FOR:
 SOUTH THOMAS DRIVE

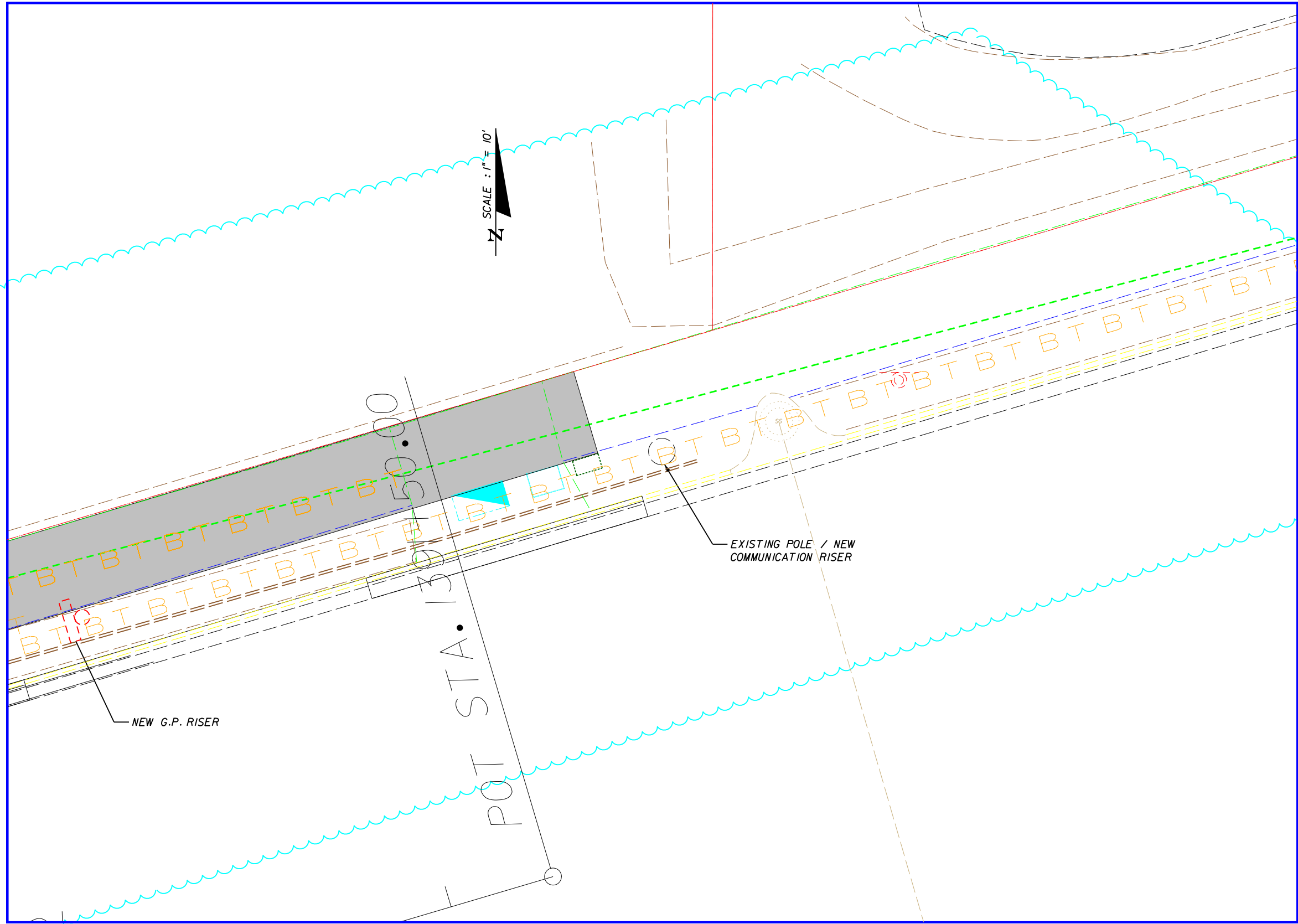
**UTILITY COORDINATION PLAN
 FRONT BEACH RD.**

SHEET NO.
 325A

RELEASED FOR CONSTRUCTION

LEGEND	
TELEPHONE	
SIGNAL	
GAS	
LIGHTING	
ITS	
ELECTRIC	
SIGNING	
DRAINAGE	
COMCAST	
KNOLOGY	
WATER/SEWER	

SCALE : 1" = 10'



**UTILITY COORDINATION PLAN
DETAIL NO. 15B**

THE PROPOSED UTILITIES SHOWN ON THE UTILITY COORDINATION PLANS ARE APPROXIMATE AND ARE FOR INFORMATION ONLY. THE CONTRACTOR SHALL REFER TO THE UTILITY COMPONENT SETS FOR THE CONSTRUCTION DOCUMENTS.

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
05-22-09		REVISED UTILITY COORDINATION PLAN			
09-04-09	PDD	2 REVISED DRIVEWAYS			
04-10-10	PDD	8 RELOCATED PULL BOX			

Engineer of Record:
PBS&J
 Certificate of Authorization No. 24

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 (904) 363-6100
 www.pbsj.com

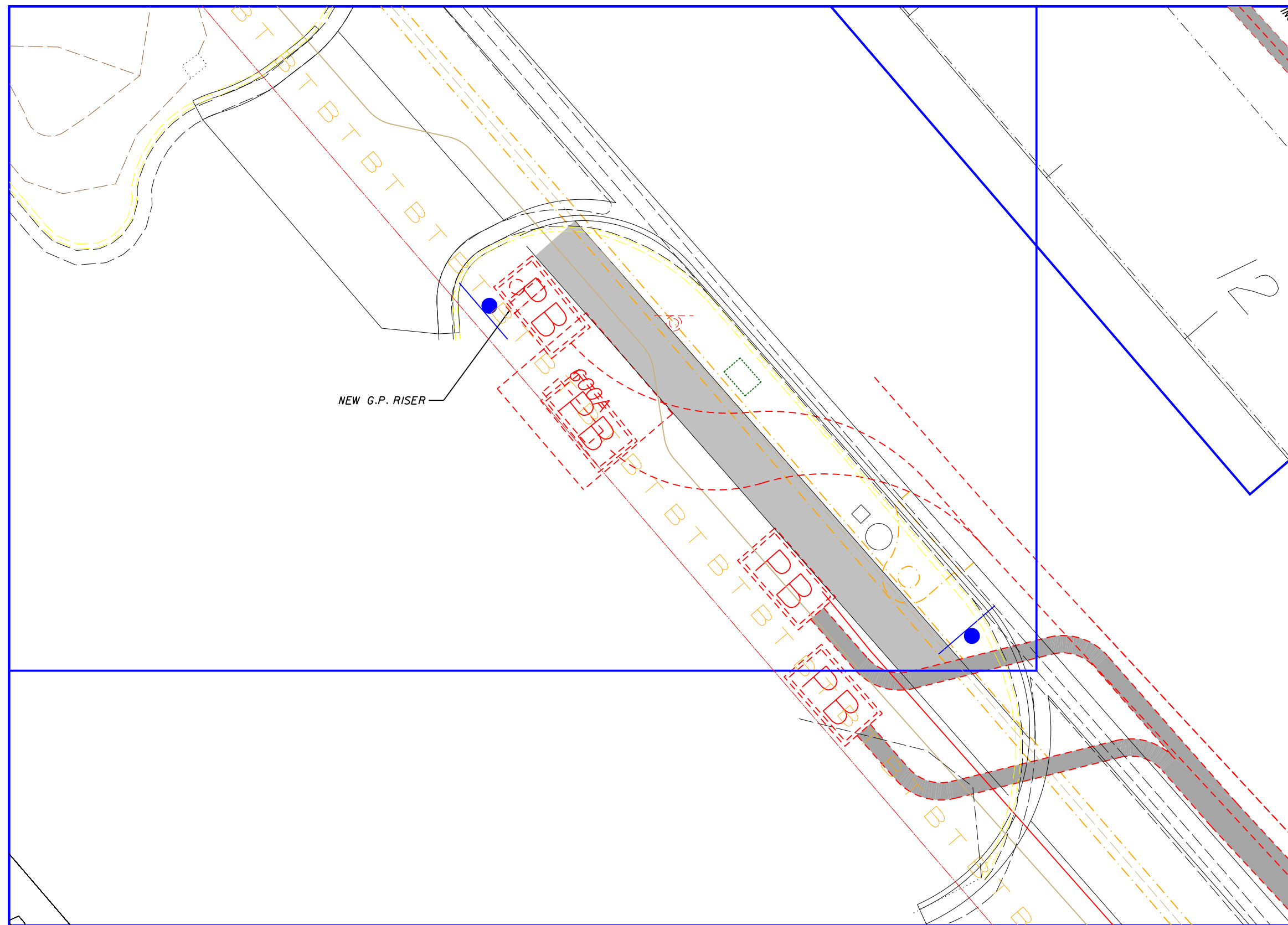


**CITY OF
PANAMA CITY BEACH**
 CONSTRUCTION PLANS FOR:
 SOUTH THOMAS DRIVE

**UTILITY COORDINATION PLAN
FRONT BEACH RD.**

SHEET NO.
325B

RELEASED FOR CONSTRUCTION



LEGEND

TELEPHONE	—
SIGNAL	—
GAS	—
LIGHTING	—
ITS	- - -
ELECTRIC	- - -
SIGNING	—
DRAINAGE	- - -
COMCAST	- - -
KNOLOGY	· · ·
WATER/SEWER	- - -

**UTILITY COORDINATION PLAN
DETAIL NO. 16**

THE PROPOSED UTILITIES SHOWN ON THE UTILITY COORDINATION PLANS ARE APPROXIMATE AND ARE FOR INFORMATION ONLY. THE CONTRACTOR SHALL REFER TO THE UTILITY COMPONENT SETS FOR THE CONSTRUCTION DOCUMENTS.

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
05-22-09		REVISED UTILITY COORDINATION PLAN			

Engineer of Record:
PBS&J
 Certificate of Authorization No. 24

Michael E. Holcomb
 P.E. # 40147
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 www.pbsj.com

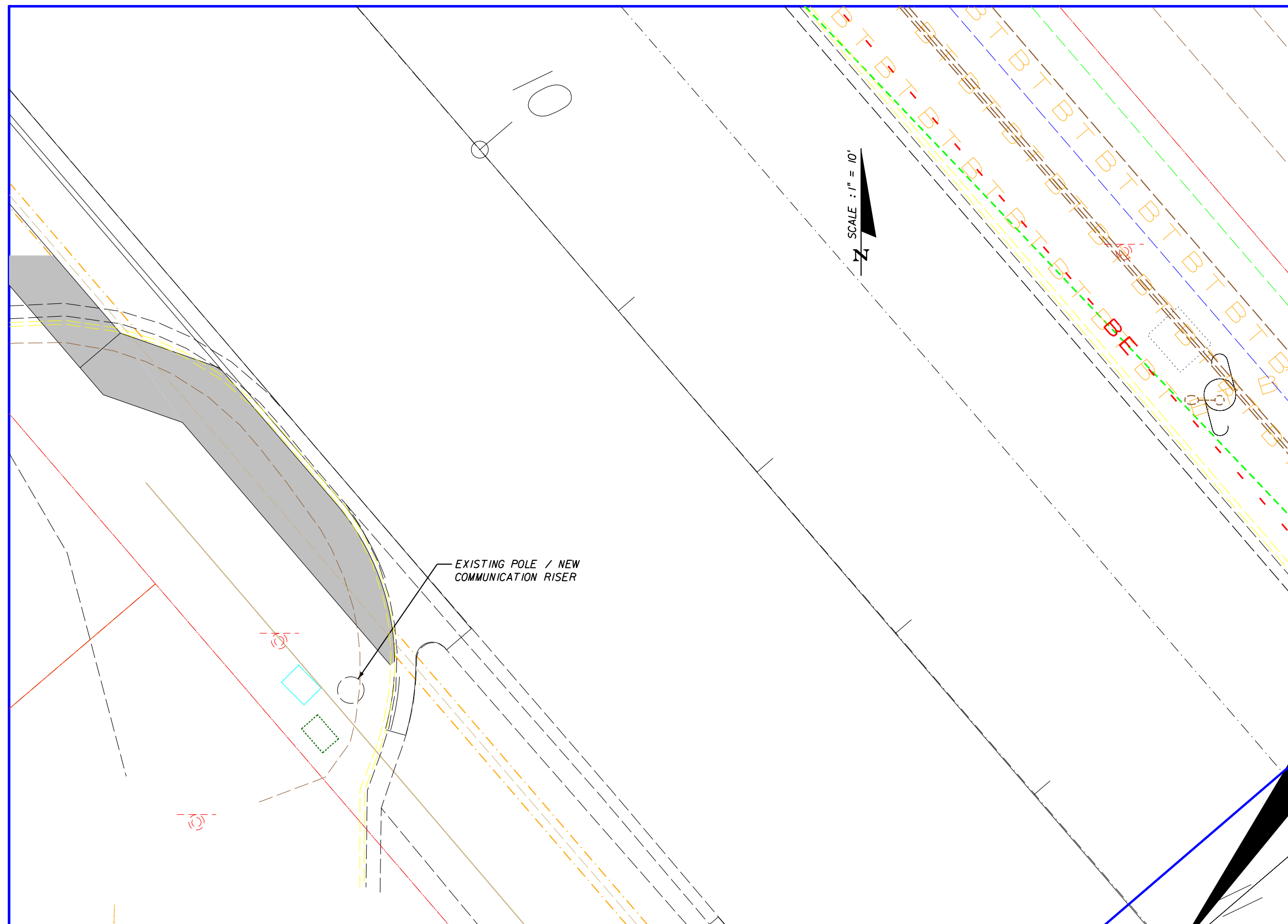


**CITY OF
PANAMA CITY BEACH**
 CONSTRUCTION PLANS FOR:
 SOUTH THOMAS DRIVE

**UTILITY COORDINATION PLAN
FRONT BEACH RD.**

SHEET NO.
326

RELEASED FOR CONSTRUCTION



LEGEND

TELEPHONE	—
SIGNAL	—
GAS	—
LIGHTING	—
ITS	—
ELECTRIC	—
SIGNING	—
DRAINAGE	—
COMCAST	—
KNOLOGY	—
WATER/SEWER	—

EXISTING POLE / NEW COMMUNICATION RISER

SCALE : 1" = 10'

**UTILITY COORDINATION PLAN
DETAIL NO. 16A**

THE PROPOSED UTILITIES SHOWN ON THE UTILITY COORDINATION PLANS ARE APPROXIMATE AND ARE FOR INFORMATION ONLY. THE CONTRACTOR SHALL REFER TO THE UTILITY COMPONENT SETS FOR THE CONSTRUCTION DOCUMENTS.

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
05-22-09		REVISED UTILITY COORDINATION PLAN			

Engineer of Record:
PBS&J
Certificate of Authorization No. 24

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7406 Fullerton Street
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www.pbsj.com



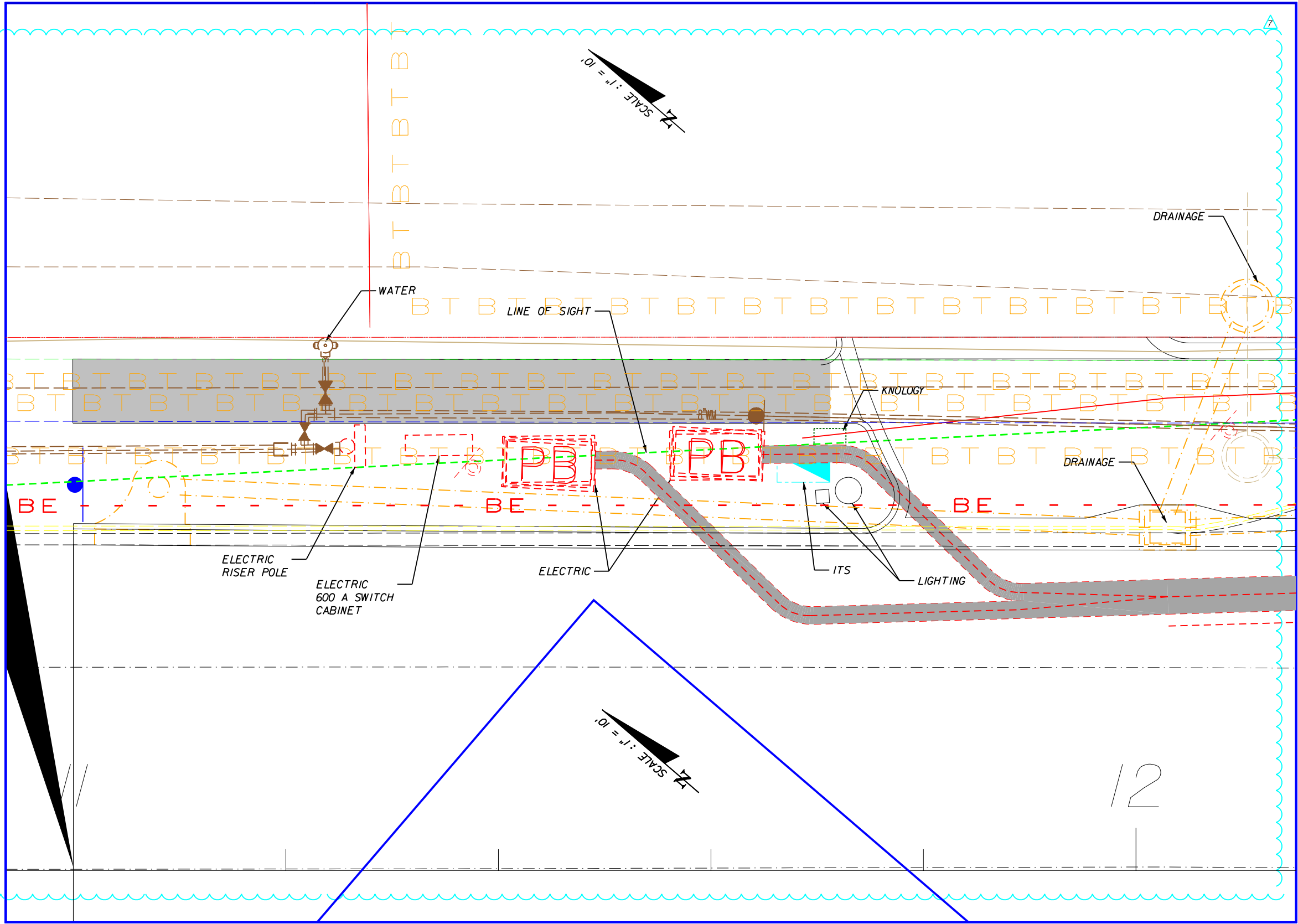
CITY OF PANAMA CITY BEACH
CONSTRUCTION PLANS FOR:
SOUTH THOMAS DRIVE

**UTILITY COORDINATION PLAN
FRONT BEACH RD.**

SHEET NO.
326A

RELEASED FOR CONSTRUCTION

LEGEND	
TELEPHONE	—
SIGNAL	—
GAS	—
LIGHTING	—
ITS	—
ELECTRIC	—
SIGNALING	—
DRAINAGE	—
COMCAST	—
KNOLOGY	—
WATER/SEWER	—



**UTILITY COORDINATION PLAN
DETAIL NO. 17**

THE PROPOSED UTILITIES SHOWN ON THE UTILITY COORDINATION PLANS ARE APPROXIMATE AND ARE FOR INFORMATION ONLY. THE CONTRACTOR SHALL REFER TO THE UTILITY COMPONENT SETS FOR THE CONSTRUCTION DOCUMENTS.

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
05-22-09		REVISED UTILITY COORDINATION PLAN			
02-26-10	PDD	ADDED TURNOUT AT COMMERCIAL CENTER			

Engineer of Record:
PBS&J
 Certificate of Authorization No. 24

Michael E. Holcomb
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 (904) 363-6100
 www.pbsj.com



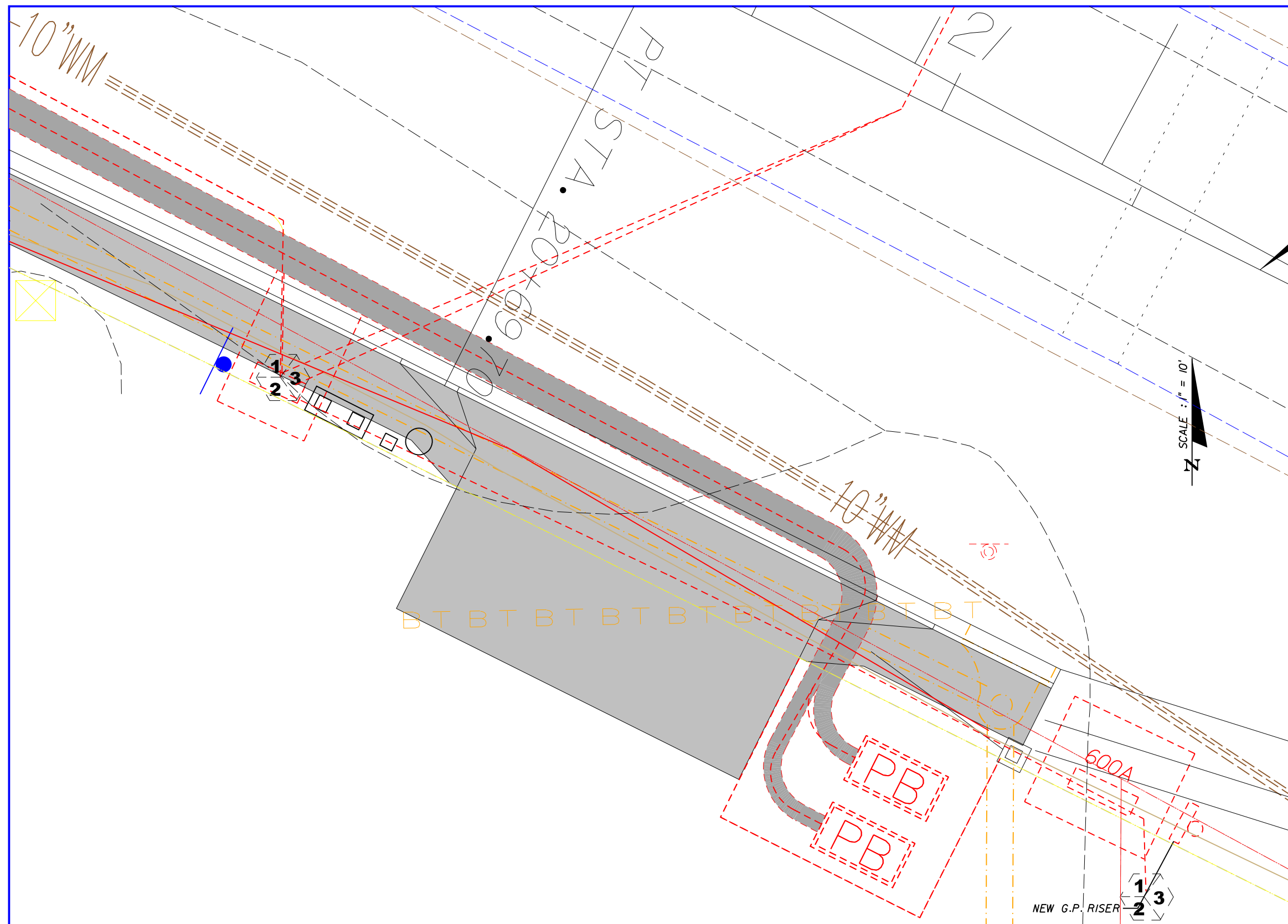
**CITY OF
PANAMA CITY BEACH**

CONSTRUCTION PLANS FOR:
SOUTH THOMAS DRIVE

**UTILITY COORDINATION PLAN
FRONT BEACH RD.**

SHEET NO.
327

RELEASED FOR CONSTRUCTION



LEGEND

TELEPHONE	—
SIGNAL	—
GAS	—
LIGHTING	—
ITS	—
ELECTRIC	—
SIGNING	—
DRAINAGE	—
COMCAST	—
KNOLGY	—
WATER/SEWER	—

SCALE: 1" = 10'

**UTILITY COORDINATION PLAN
DETAIL NO. 18**

THE PROPOSED UTILITIES SHOWN ON THE UTILITY COORDINATION PLANS ARE APPROXIMATE AND ARE FOR INFORMATION ONLY. THE CONTRACTOR SHALL REFER TO THE UTILITY COMPONENT SETS FOR THE CONSTRUCTION DOCUMENTS.

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
05-22-09		REVISED UTILITY COORDINATION PLAN			

Engineer of Record:
PBS&J
 Certificate of Authorization No. 24

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 www.pbsj.com



**CITY OF
PANAMA CITY BEACH**
 CONSTRUCTION PLANS FOR:
 SOUTH THOMAS DRIVE

**UTILITY COORDINATION PLAN
FRONT BEACH RD.**

SHEET NO.
328

RELEASED FOR CONSTRUCTION

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT



CITY OF PANAMA CITY BEACH

**PCB24-11 ITB FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT**

**APPENDIX H
LIGHTING O&M DOCUMENTS**

Lighting O&M

**Front Beach
Panama City, FL**

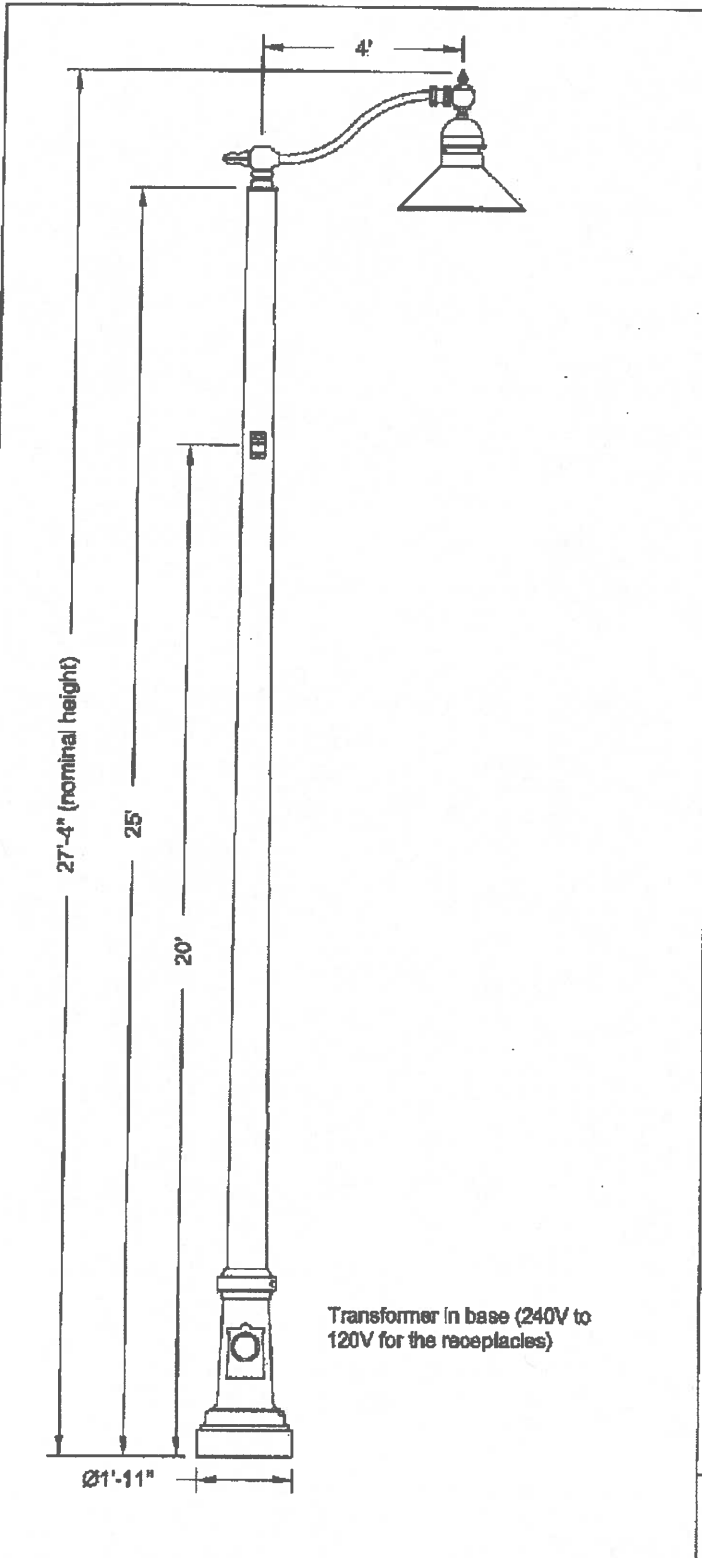
**Gulf Atlantic Electrical Contractors, Inc.
416 South Hwy 393
Bldg 3, Unit 2
Santa Rosa Beach, FL 32459
(850) 622-2225 Tel
(850) 622-2228 Fax
WWW.GULFATLANTICELECTRIC.COM**

**R.B. Baker Construction, Inc
9941 Thomas Drive
Panama City Beach, FL 32408**

AN EQUAL OPPORTUNITY EMPLOYER & DRUG FREE WORK PLACE

**Lighting Fixtures / Poles
Lamps
Holophane Warranty**

AN EQUAL OPPORTUNITY EMPLOYER & DRUG FREE WORK PLACE



DESCRIPTION

The lighting post shall be all aluminum construction consisting of a smooth tapered shaft with a tall tenon for arm mounting and a cast clamshell base. Arm shall be all aluminum construction consisting of a cast pole filler and a bent pipe arm with clamp on filler.

MATERIALS

The shaft shall be spun 6063 aluminum. The clamshell base shall be cast aluminum, (heavy wall, 356.1 alloy) formed true to pattern with complete detail. The roadway arm shall be cast aluminum, (heavy wall, 356.1 alloy) and 6061-T6 pipe and bar.

All hardware shall be tamper resistant, stainless steel. Anchor bolts shall be hot-dip galvanized steel.

DIMENSIONS

The post shall be 25'-0" in height with a Ø10" to Ø6", .25" wall tapered shaft with a Ø3" x 5" tall tenon. The bolt circle shall be 11"-12". The clamshell base shall be Ø28" x 35" tall. Arm shall be 2" schedule 80 pipe providing a 48" luminaire center.

INSTALLATION

Post provided with (4)Ø1"x36" hot dip galvanized steel L-type anchor bolts. A handhole is located in the shaft to provide wiring access.

FINISH

The post assembly shall be shipped with a black powder coat finish.

LUMINAIRE DESCRIPTION

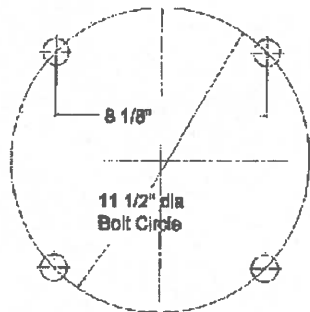
- Hallbrook Extended Series Fixture
- 150W High Pressure Sodium (medium)
- Multivolt 120-277V, Factory Wired for 120V
- No Up Light, Horizontal Lamp Square Asymmetric, No Cast Guard
- Finish To Be Holophane 'black'

For complete specifications see LUM_HALLBROOK_EXT.

Accessory Mounting Detail

	Orientation	Height
FGIUS-SCSH		
BANNER ARM		
BANNER ARM		

Anchorage Detail



Catalog #

HAP-6KRM0410108 - AB-27-4 - CM29CSBCBKH - BHC48/180/WO SCROLL AND TOP FIN ALJCBKH - BHLF/200-6CA/BKH - RFD56985, HAP12213 - GE15DHPMA18SHAN 8-67368



Panama City Front Beach
Panama City, FL

ORDER #: Q338-1176-36	TYPE:	DRAWING #:
REVISION:	REVISION DATE:	TSG 005503
DRAWN: KRW	ORIGIN DATE: 04/19/10	PAGE: 1 of 4

THIS DRAWING, WHEN APPROVED, SHALL BECOME THE COMPLETE SPECIFICATION FOR THE MATERIAL TO BE FURNISHED BY HOLOPHANE ON THE ORDER NOTED ABOVE. A COPY OF THIS DESIGN MAY BE SUPPLIED, BUT ONLY AFTER APPROVAL BY THE CUSTOMER IN WRITING. ON POLE ORDERS AN ANCHOR BOLT TEMPLATE PLAT WILL BE SUPPLIED WITH EACH AND/OR BOLT ORDER TO MATCH THE POLE PROVIDED. THIS PRINT IS THE PROPERTY OF HOLOPHANE AND IS LOANED SUBJECT TO RETURN UPON DEMAND AND UPON EXPRESS CONDITION THAT IT WILL NOT BE USED DIRECTLY OR INDIRECTLY IN ANY WAY DETRIMENTAL TO OUR INTERESTS, AND ONLY IN CONNECTION WITH MATERIAL FURNISHED BY HOLOPHANE.

Specifications

DESCRIPTION

The lighting post shall be all aluminum construction consisting of a smooth tapered shaft with a tail finon for arm mounting and a cast clamshell base. Arm shall be all aluminum construction consisting of a cast post fitter and a bent pipe arm with clamp on fitter.

MATERIALS

The shaft shall be spun 6063 aluminum. The clamshell base shall be cast aluminum, (heavy wall, 359.1 alloy) formed true to pattern with complete detail. The roadway arm shall be cast aluminum, (heavy wall, 359.1 alloy) and 6061-T6 pipe and bar.

All hardware shall be lamp resistant, stainless steel. Anchor bolts shall be hot-dip galvanized steel.

DIMENSIONS

The post shall be 11'-8" in height with a Ø25" to Ø3", .188" wall tapered shaft with a Ø3" x 5" tail finon. The bolt circle shall be 7 1/2" - 8". The clamshell base shall be Ø17" x 33" tall. Arm shall be 2" schedule 80 pipe providing a 48" luminaire center.

INSTALLATION

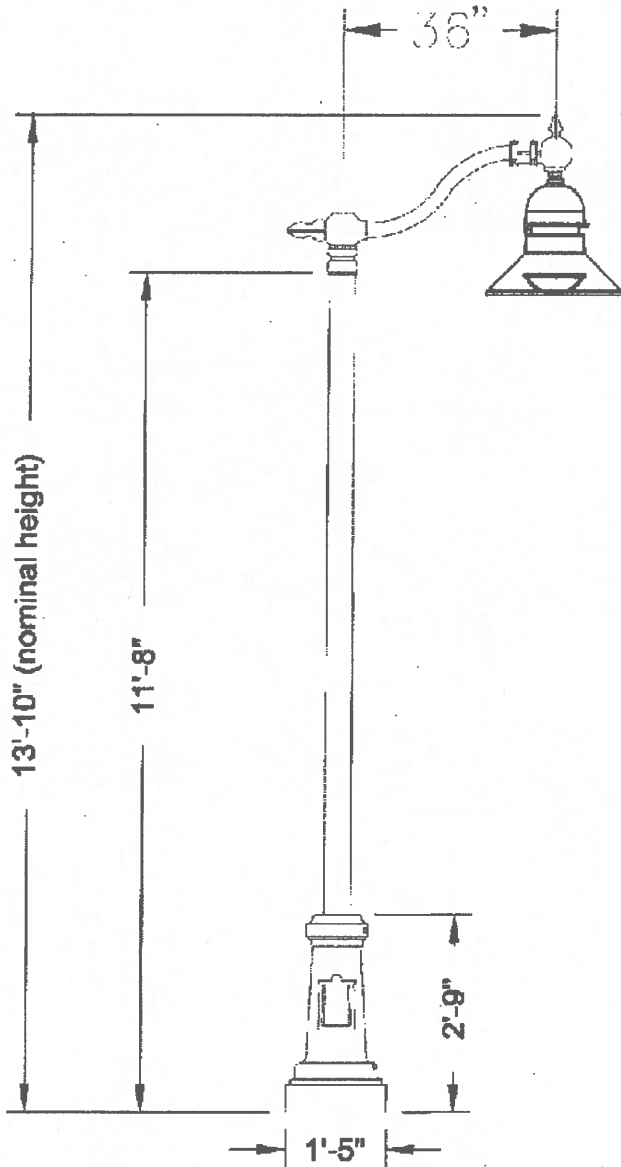
Post provided with (4)Ø9/16" hot dip galvanized steel L-type anchor bolts. A handhole is located in the shaft to provide wiring access.

FINISH

The post assembly shall be shipped with a black powder coat finish.

LUMINAIRE DESCRIPTION

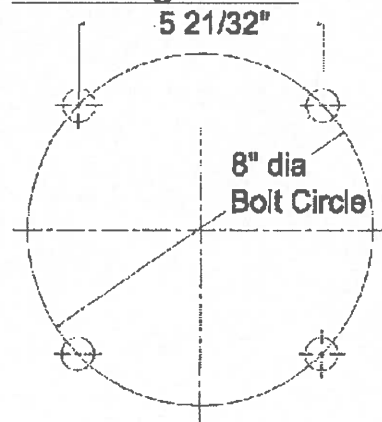
- Halibrook Series Fixture
 - 100W High Pressure Sodium (mogul)
 - Multivoit 120-277V, Factory Wired for 120V
 - Pendant 1.5NPT Mounting Style
 - No Up Light, 919 Sag Glass Asymmetric, No Cast Guard
 - Finish To Be Holophane black
- For complete specifications see LUM_J HALBROOK.



Accessory Mounting Detail

	Orientation	Height
BANNER ARM		
BANNER ARM		

Anchorage Detail



Catalog #

HAP-SFORM-1010C - CM17CB9CABKH - BHC36/180(W/O SCROLL AND TOP FINIAL)CABKH - BHLF2006CABKH - GS100HPMA2BS1AN - RFD66666



Panama City Front Beach
Panama City, FL

ORDER #: Q336-1176-36	TYPE:	DRAWING #:
REVISION:	REVISION DATE:	TSG 005503
DRAWN: KRW	ORIGIN DATE: 04/19/10	PAGE: 2

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Specifications

DESCRIPTION

The lighting post shall be all aluminum construction consisting of a smooth tapered shaft with a tail tenon for arm mounting and a cast clamshell base. Arm shall be all aluminum construction consisting of a cast post filter and a bent pipe arm with clamp on filter.

MATERIALS

The shaft shall be spun 6063 aluminum. The clamshell base shall be cast aluminum, (heavy wall, 356.1 alloy) formed true to pattern with complete detail. The roadway arm shall be cast aluminum, (heavy wall, 356.1 alloy) and 6061-T3 pipe and bar.

All hardware shall be tamper resistant, stainless steel. Anchor bolts shall be hot-dip galvanized steel.

DIMENSIONS

The post shall be 29'-8" in height with a Ø10" to Ø6", .25" wall tapered shaft with a Ø3" x 5" tail tenon. The bolt circle shall be 14"-16". The clamshell base shall be Ø23" x 35" tall. Arm shall be 2" schedule 80 pipe providing a 48" luminaire center.

INSTALLATION

Post provided with (4)Ø1.25"x42" hot dip galvanized steel L-type anchor bolts. A handhole is located in the shaft to provide wiring access.

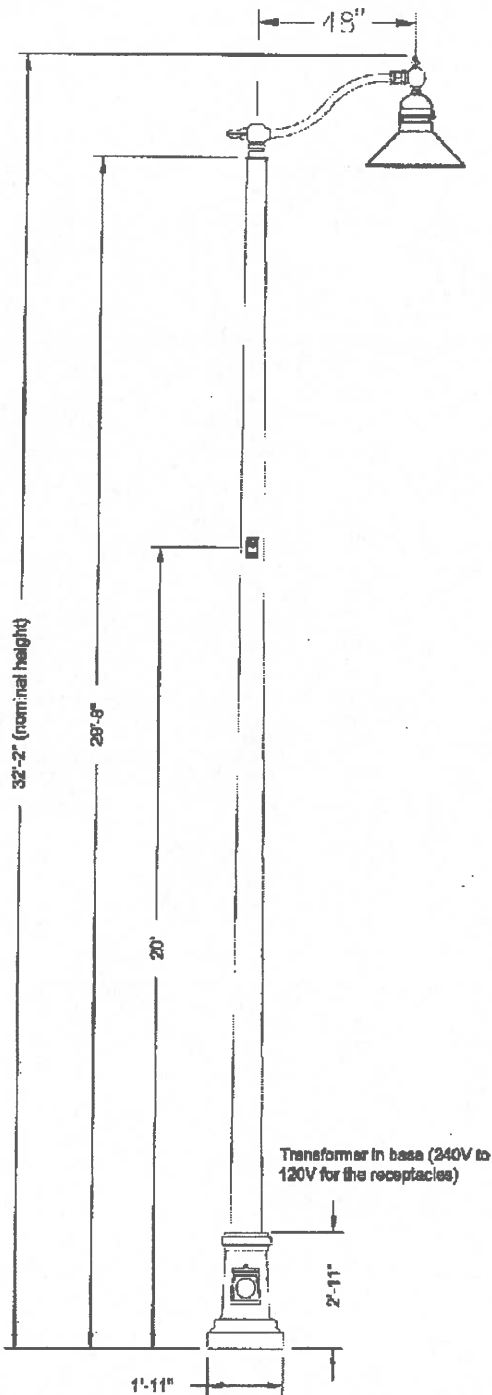
FINISH

The post assembly shall be shipped with a black powder coat finish.

LUMINAIRE DESCRIPTION

- Hallbrook Extended Series Fixture
- 150W High Pressure Sodium (medium)
- Multivolt 120-277V, Factory Wired for 120V
- No Up Light, Horizontal Lamp Square Asymmetric, No Cast Guard
- Finish To Be Holophane 'black'

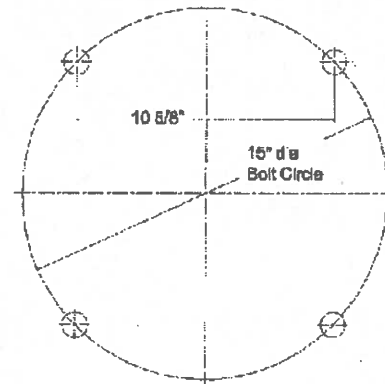
For complete specifications see LUM_HALLBROOK_EXT.



Accessory Mounting Detail

	Orientation	Height
FGIUS-SCSH		
BANNER ARM		
BANNER ARM		

Anchorage Detail



Catalog

HAF-9HRA041010D, AB-28-4, CM28CSBACBK, BHC48180(WO SCROLL AND TOP FINIAL)CABKH, (1)BHLF200SCABK RFD58886, HAP69380 - GE15DHPMA1B5HAN 9-87508



Panama City Front Beach Panama City, FL

ORDER #: Q336-1176-36	TYPE:	DRAWING #:
REVISION:	REVISION DATE:	TSG 005503
DRAWN: KRW	ORIGIN DATE: 04/19/10	PAGE: 3

THIS DRAWING, WHEN APPROVED, SHALL BECOME THE COMPLETE SPECIFICATION FOR THE MATERIAL TO BE FURNISHED BY HOLOPHANE ON THE ORDER NOTES ABOVE. A LIMIT OF ENGLISH DESIGN MAY BE SUPPLIED, BUT ONLY AFTER APPROVAL BY THE CUSTOMER IN WRITING. OFFICE ORDERS AND ANCHOR BOLT TEMP AT 7 PRINT WILL BE SUPPLIED WITH EACH ANCHOR BOLT ORDER TO MATCH THE POLY PROVIDED. THIS PRINT IS THE PROPERTY OF HOLOPHANE AND IS LOANED SUBJECT TO RETURN UPON DEMAND AND UPON EXPRESS CONDITION THAT IT WILL NOT BE USED DIRECTLY OR INDIRECTLY IN ANY MANNER DETRIMENTAL TO OUR INTERESTS, AND ONLY IN CONNECTION WITH THE MATERIAL FURNISHED BY HOLOPHANE.

Specifications

DESCRIPTION

The lighting post shall be all aluminum construction consisting of a smooth tapered shaft with a tall tenon for arm mounting and a cast clamshell base. Arm shall be all aluminum construction consisting of a cast post fitter and a bent pipe arm with clamp on fitter.

MATERIALS

The shaft shall be spun 6063 aluminum. The clamshell base shall be cast aluminum, (heavy wall, 356.1 alloy) formed true to pattern with complete detail. The roadway arm shall be cast aluminum, (heavy wall, 356.1 alloy) and 6061-T6 pipe and bar.

All hardware shall be temper resistant, stainless steel. Anchor bolts shall be hot-dip galvanized steel.

DIMENSIONS

The post shall be 28'-8" in height with a Ø10" to Ø6", .25" wall tapered shaft with a Ø3" x 5" tall tenon. The bolt circle shall be 14"-16". The clamshell base shall be Ø23" x 35" tall. Arm shall be 2" schedule 80 pipe providing a 48" uminiere center.

INSTALLATION

Post provided with (4)Ø1.25"x42" hot dip galvanized steel L-type anchor bolts. A handhole is located in the shaft to provide wiring access.

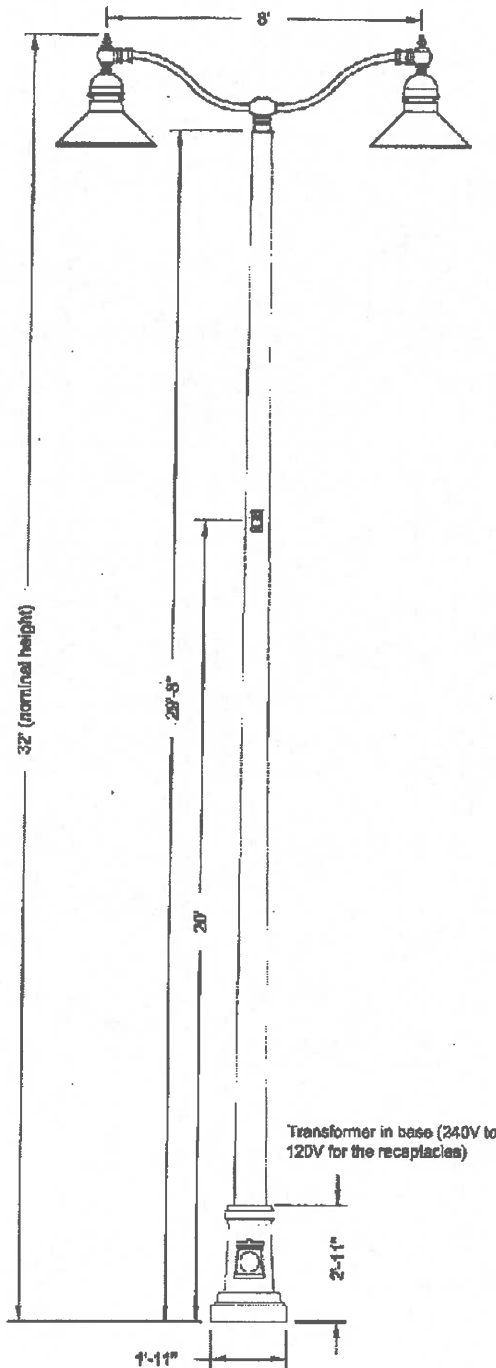
FINISH

The post assembly shall be shipped with a black powder coat finish.

LUMINAIRE DESCRIPTION

- Hallbrook Extended Series Fixture
- 160W High Pressure Sodium (medium)
- Multivolt 120-277V, Factory Wired for 120V
- No Up Light, Horizontal Lamp Square Asymmetric, No Cast Guard
- Finish To Be Non-ophane 'black'

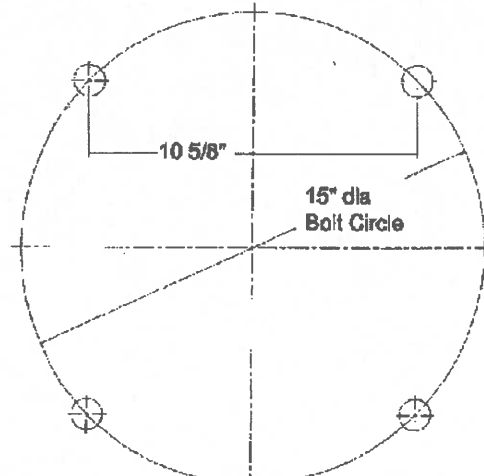
For complete specifications see LUM_HALLBROOK_EXT.



Accessory Mounting Detail

	Orientation	Height
FGIUB-SCSH		
BANNER ARM		
BANNER ARM		

Anchorage Detail



Catalog #

HAP-SIGRM041010D, AB-28-4, CM23C88CABK, BHC98280(W/O SCROLL AND TOP FINIAL)CABKH, (2)BHLF2008CABK RFD58887, HAP98880 - GE15DHPMA1B88AN 8-47808

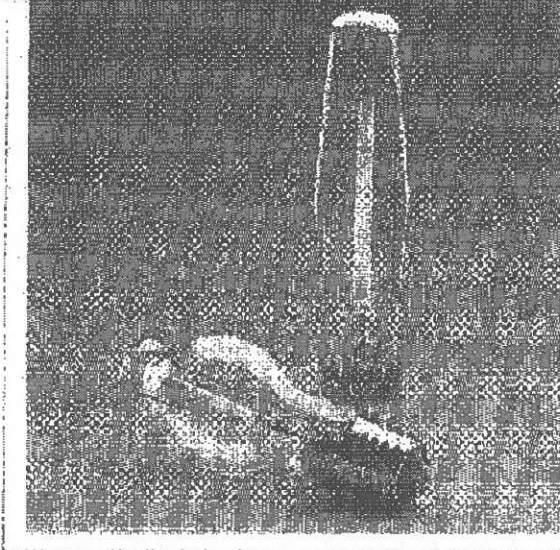


Panama City Front Beach Panama City, FL

ORDER #: Q336-1176-36	TYPE:	DRAWING#:
REVISION:	REVISION DATE:	TSG 005503
DRAWN: KRW	ORIGIN DATE: 04/19/10	PAGE: 4

THIS DRAWING, WHEN APPROVED, SHALL BECOME THE COMPLETE SPECIFICATION FOR THE MATERIAL TO BE FURNISHED BY HOLOPHANE ON THE ORDER NOTED ABOVE A LIST OF SIMILARIES MAY BE SUPPLIED, BUT ONLY AFTER APPROVAL BY THE CUSTOMER IN WRITING. ON POI F ORDERS A VENDOR BOLT TEMPLATE PRINT WILL BE SUPPLIED WITH EACH ANCHOR BOLT ORDER TO MATCH THE POLI PROVIDED. THIS PRINT IS THE PROPERTY OF HOLOPHANE AND IS LOANED SUBJECT TO RETURN UPON DEMAND AND UPON EXPRESS CONDITION THAT IT WILL NOT BE USED DIRECTLY OR INDIRECTLY IN ANY WAY DETRIMENTAL TO OUR INTERESTS, AND ONLY IN CONNECTION WITH MATERIAL FURNISHED BY HOLOPHANE

LUMALUX® and LUMALUX® ECOLOGIC® High Pressure Sodium Lamps



LUMALUX and LUMALUX ECO high pressure sodium lamps offer a reliable light source with high efficacy and long life. With up to 140 lumens per watt (LPW) initial efficacy and excellent lumen maintenance, these lamps deliver consistent light levels throughout their long lifetime. LUMALUX ECOLOGIC lamps have identical physical and electrical construction to standard LUMALUX lamps, but with reduced mercury content enabling them to pass the Federal TCLP test*. The combined product offering builds a complete portfolio of the industry's most popular high pressure sodium lamp wattages and configurations.

LUMALUX high pressure sodium lamps have a proven history in the marketplace for over 30 years, yet refinements to the technology provide an opportunity to improve performance ratings. As such, many LUMALUX and all LUMALUX ECO lamps are now rated up to 30,000+ hours average life, which is up to a 25 percent improvement over industry standard products. These lamps also feature lead-free glass, bases and manufacturing process, reducing overall environmental impact.

Key Features & Benefits

LUMALUX:

- Offers up to 30,000+ hours of average rated life
- Very high efficacy: Up to 140LPW
- Lamps available from 35 to 150 watts in medium base and 50 to 1000 watts in mogul base
- Most types available as clear or coated
- Universal operating position
- Lead-free borosilicate hard glass outer jacket
- Lead-free bases allow a maximum base temperature of 250°C, 40°C higher than ANSI specification for soldered bases

LUMALUX ECO:

- All ECO products have an average rated life of 30,000+ hours*
- Pass Federal TCLP test
- May reduce disposal costs
- Direct replacement for standard HPS lamps that do not pass the Federal TCLP test
- Meets all physical and electrical ANSI requirements

*Except LUMALUX ECO

* TCLP test results are based on NEMA LL Series standards and are available on request.

ECOLOGIC® is a comprehensive program of OSRAM SYLVANIA focused on addressing environmental issues at all stages of lamp life.



Product Ordering

Ordering Description	Base
35, 50, 70, 100 and 150	Medium
50, 70, 100, 150, 200, 250, 310, 400, 750 and 1,000	Mogul
400	RSC

Application Information

Applications

- Architectural
- Canopy
- Floodlighting
- High bay
- Industrial
- Low bay
- Roadway fixture – Cobra head
- Wall mount



Specification Data

Fixture Description:
 Project/Job:
 PENNSYLVANIA Jangle
 PENNSYLVANIA District
 Notes:

Type

Ordering Examples

Item Number	Ordering Abbreviation	Watts	Bulb	Base	ANSI Code	Avg. Rated Life (hrs)	Initial Lumens	Mean Lumen*	BTU	Lumen Efficacy (LPW)
LUMALUX® ECOLOGIC®										
87510	LU50/ECO	50	E123.5	E39 Mogul	S88	30,000+	4,000	3,200	1800K	80
87512	LU70/ECO	70	E123.5	E39 Mogul	S92	30,000+	6,000	5,500	1800K	80
87514	LU100/ECO	100	E123.5	E39 Mogul	S94	30,000+	9,000	7,150	2100K	85
87516	LU150/55/ECO	150	E123.5	E39 Mogul	S95	30,000+	16,000	12,200	2100K	87
87518	LU200/ECO	200	E118	E39 Mogul	S98	30,000+	22,000	13,800	2100K	90
87519	LU250/ECO	250	E118	E39 Mogul	S99	30,000+	29,000	14,700	2100K	91.6
87580	LU300/ECO	300	E118	E39 Mogul	S97	30,000+	37,000	22,900	2100K	119
87533	LU400/ECO	400	E118	E39 Mogul	S91	30,000+	50,000	30,500	2100K	124
87307	LU1000/ECO	1,000	E26	E39 Mogul	S92	24,000+	130,000	24,000	2100K	136
LUMALUX										
87500	LU35/MED	35	E17	E26 Med.	S76	16,000+	2,250	2,050	1800K	84
87501	LU35/D/MED	35	E17	E26 Med.	S76	16,000+	2,100	1,935	1800K	80
87502	LU50/MED	50	E17	E26 Med.	S68	24,000+	4,000	3,600	1900K	80.2
87503	LU50/D/MED	50	E17	E26 Med.	S68	24,000+	3,700	3,320	1900K	74
87504	LU70/MED	70	E17	E26 Med.	S82	24,000+	6,300	5,350	1900K	80
87505	LU70/D/MED	70	E17	E26 Med.	S62	24,000+	5,800	4,900	1900K	83
87506	LU100/MED	100	E17	E26 Med.	S64	24,000+	9,500	8,000	2100K	85
87515	LU100/D	100	E123.5	E39 Mogul	S94	30,000+	8,000	5,620	2100K	88
87508	LU150/MED	150	E17	E26 Med.	S65	24,000+	15,000	13,200	2100K	102
87509	LU150/D/MED	150	E17	E26 Med.	S65	24,000+	14,000	12,900	2100K	93
87517	LU150/55/D	150	E123.5	E39 Mogul	S95	30,000+	14,000	12,500	2100K	89
87518	LU150/100	150	BT28	E39 Mogul	S66	30,000+	16,700	13,550	2100K	109
87521	LU200/D	200	BT28	E39 Mogul	S68	30,000+	26,000	24,400	2100K	104
87527	LU400/T7/R90	400	T7	RA7SR90C	S51	24,000	45,000	41,400	2100K	113
87547	LU750	750	BT37	E39 Mogul	S111	24,000+	105,000	94,500	2100K	140

* Average rated life based on 10 hours per start and is defined as the hours at which 50% of a group of lamps are still operating, except where derated with a "V" next to the life rating, which refers to 65% survival.

† Mean lumen are measured on ANSI reference circuits at rated wattage and 50% of average rated life.

Special Notes:

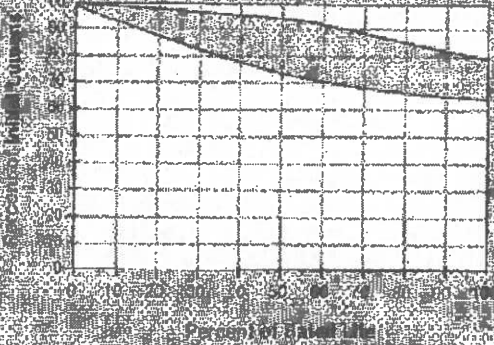
- TCLP values meet or exceed PENNSYLVANIA's TCLP test program. Some states and localities have lower limits than the Federal TCLP standard and have different disposal regulations for mercury containing lamps. Data available upon request. 1998 Federal TCLP Annex 5 Circuit for lead and 6.2 mgd of mercury.
- CPI for LUMALUX and LUMALUX ECO lamps is approximately 22.4CPI for LUMALUX and LUMALUX ECO lamps is approximately 2100K.
- For lamp wattages of 360W or greater, it is recommended that lampholders with nickel-plated copper alloy contact contacts, with spring should be used rather than electrical contacts made of stainless steel.

Ordering Guide

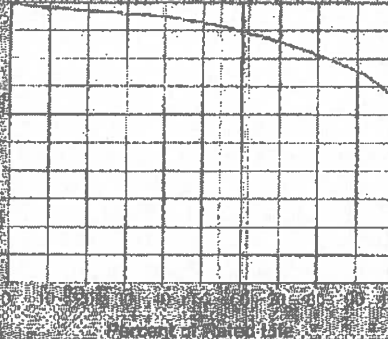
LU	W	Base:	Finish:	ECO
LUMALUX	Wattage: 35, 50, 70, 100	(mogul)	(clear)	ECOLOGIC
High Pressure Sodium	150, 200, 250, 310, 400	(MED) (medium)	(coated)	(not TCLP passing)
	600, 750, 1000-watts			ECO (TCLP passing)

Technical Information

Typical Lumen Depreciation

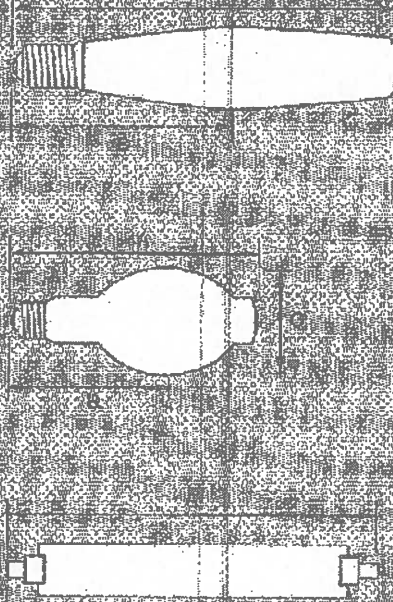
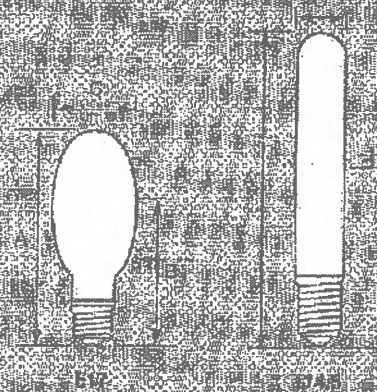


Rated Life Hours



Large Dimensions

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Related Literature

- Magnetic Ballast Catalog (Literature code: ECS-MAGNETIC 2006)
- HID System Warranty (Literature code: HID043)

OSRAM SYLVANIA Products Inc.

**High Intensity Discharge Lamp
LIMITED PRODUCT WARRANTY**

OSRAM SYLVANIA (OSI) warrants that all Mercury Vapor, METALARC® Metal Halide, and LUMALUX® High Pressure Sodium lamps purchased will be free from defects in material and workmanship with proof of purchase from an authorized OSRAM SYLVANIA distributor or original equipment manufacturer for installations of more than fifty (50) OSRAM SYLVANIA lamps as outlined below.

OSRAM SYLVANIA's obligation under this warranty is expressly limited to lamps that fail to operate. Lamps delivered under this warranty will comply with OSRAM SYLVANIA published specifications and will be free from defects in material and workmanship upon delivery. OSRAM SYLVANIA warrants lamps per the relevant published survival curve for the average rated lamp life. Total hours of operation will be calculated from date of installation or, if unknown, from date of manufacture plus three (3) months (90 days).

OSRAM SYLVANIA's obligation under this warranty is expressly limited to a one (1) for one (1) replacement of defective lamps that fail in excess of the published survival curve, provided the defects involved have not been caused by abuse, misuse, neglect, improper installation or operation, alteration, accident or act of God. OSRAM SYLVANIA's obligation under this warranty is further conditioned on the following:

- 1 - Lamps must be operated on a 10 hour cycle minimum in the operating position identified in the Product Information and Specification Guide HID017.
- 2 - Lamp must be operated on current ANSI compliant magnetic ballast or OSI approved electronic ballast. Please visit mysylvania.com or below link to download the latest OSI's approved e-HID ballast list.
http://assets.sylvania.com/assets/documents/Competitor%20Electronic%20Ballast%20Approval%20Matrix_24229c63-6cc9-4857-a5b6-5b081a08ab71.pdf
- 3 - OSRAM SYLVANIA reserves the right to examine all failed lamps to verify cause of failure and shall be the sole judge as to whether the lamps are in fact defective.

RETURN OF DEFECTIVE PRODUCT

After contacting OSRAM SYLVANIA and receiving a RETURN MATERIAL AUTHORIZATION NUMBER, the user shall promptly return the product at the user's expense to OSRAM SYLVANIA after receiving instructions as to where to ship product. Failure to follow this procedure shall void this warranty.

OSRAM SYLVANIA MAKES NO OTHER WARRANTIES OTHER THAN THOSE SET FORTH HEREIN, AND THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE.

The alternative remedies granted herein, shall be to the end user of the lamps and anyone claiming under or through the end user exclusive remedies. OSRAM SYLVANIA will not be liable in any case for labor expenses incurred in the replacement of lamps replaced under the above warranty or for any loss of use, overuse, profit, expense, or any direct or indirect or consequential damages arising out of, in connection with, or resulting from, the sale of lamps or any defects therein even if OSRAM SYLVANIA has been advised of the possibility of such potential damages.



STATEMENT OF LIMITED WARRANTY
FOR ACUITY BRANDS LIGHTING, INC.
d/b/a HOLOPHANE®
NON-LED COMMERCIAL OUTDOOR PRODUCTS
FOR SHIPMENTS WITHIN THE UNITED STATES AND CANADA
10/01/12



Subject to the exclusions set forth below, Acuity Brands Lighting, Inc. d/b/a Holophane ("Acuity") warrants its non-LED commercial outdoor lighting fixtures ("Product(s)") to be free from defect in material and workmanship for a period of two (2) years from the date of shipment from Acuity's facilities (the "General Warranty"), except to the extent other warranties apply as outlined below. The painted finish of the Product(s) will be considered defective in material or workmanship only if there is substantial deterioration, in the form of blistering, cracking, or peeling. The painted finish is not warranted against fading or chalking, as fixture(s) may naturally fade or chalk over time due to normal aging.

Ballasts, lamps, emergency batteries and poles are excluded from the General Warranty. Holophane® and Accupro® brand ballasts, Acculamp® brand lamps, emergency batteries, and poles are warranted separately, and the terms of such warranties are located at www.acuitybrands.com/CustomerResources/Terms_and_conditions.pdf. Manufacturers of ballasts, lamps, emergency batteries and poles incorporated into the Product(s) are solely responsible for any costs or expenses related to any claims, repairs, or replacements associated with any such component(s). Assistance with warranty claims for any such component(s), and/or copies of each applicable manufacturer's warranty, may be obtained from an authorized Acuity post-sales or customer service representative.

This Statement of Limited Warranty ("Warranty") applies only when the Product(s) are installed in applications in which ambient temperatures are within the range of specified operating temperatures. Acuity will not be responsible under this Warranty for any failure of the Product(s) that results from external causes such as: acts of nature; physical damage; exposure to adverse or hazardous chemical or other substances; use of reactive cleaning agents and/or harsh chemicals to clean the Product(s); environmental conditions; vandalism; fire; power failure; improper power supply, power surges or dips, and/or excessive switching; induced vibration; animal or insect activity; fault or negligence of purchaser, any end user of the Product(s) and/or any third party not engaged by Acuity; improper or unauthorized use, installation, handling, storage, alteration, maintenance or service, including failure to abide by any product classifications or certifications, or failure to comply with any applicable standards, codes, recommendations, product specification sheets, or instructions of Acuity; use of the Product(s) with products, processes or materials supplied by any end user or third party; or any other occurrences beyond Acuity's reasonable control. Acuity also will not be responsible under this Warranty for any substantial deterioration in the Product finish that is caused by failure to clean, inspect or maintain the finish of the Product(s). If the Product(s) are used on existing foundations, anchorages or structures, the end user is solely responsible for the structural integrity of such existing foundations, anchorages or structures and all consequences arising from their use. Adequate records of operating history, maintenance, and/or testing must be kept by the end user and provided to Acuity upon request to substantiate that the Product(s) have failed to comply with the terms of this Warranty. Neither polycarbonate nor acrylic material used in the Products is warranted against yellowing, as yellowing may naturally occur over time due to normal aging. The Product(s) are not warranted against costs that may be incurred in connection with changes or modifications to the Product(s) required to accommodate site conditions and/or faulty building construction or design. In addition, the Product(s) are not warranted against cost resulting from installation of third party supplied components, failures of third party supplied components, or failures of Acuity supplied Product(s) caused by a third party supplied component. This Warranty only applies to the Product(s) when sold for commercial purposes and does not apply to any consumer product(s), all of which are governed by separate limited warranty terms. For the avoidance of doubt, Acuity emergency fixtures are not covered by this Warranty.

If the Product(s) fail to comply with the terms of this Warranty, Acuity, at its option, will repair or replace the Product(s) with the same or a functionally equivalent Product(s) or component part(s). This Warranty excludes labor and equipment required to remove and/or reinstall original or replacement parts. This Warranty extends only to the Product(s) as delivered to, and is for the sole and exclusive benefit of, the original end user of the Product(s) at the original location. This Warranty may not be transferred or assigned by the original end user. The repair or replacement of any Product(s) or component part within the Product(s) is the sole and exclusive remedy for failure of the Product(s) to comply with the terms of this Warranty and does not extend the Warranty period. Warranty claims regarding the Product(s) must be submitted in writing within (30) days of discovery of the defect or failure to an authorized Acuity post-sales or customer service representative. Product(s) or component part(s) may be required to be returned for inspection and verification of non-conformance by Acuity, but no Product(s) or component part(s) will be accepted for inspection, verification or return unless accompanied by a "return authorization number" which can be obtained only from an authorized Acuity post-sales or customer service representative. Acuity is not responsible for any costs and expenses incurred in connection with shipment of Product(s) to Acuity, but Acuity shall bear all cost and expense incurred in connection with shipment of replacement Product(s) to the customer.

THE FOREGOING WARRANTY TERMS ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, AND ACUITY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, RELATING DIRECTLY OR INDIRECTLY TO THE PRODUCT(S), WHETHER ORAL, WRITTEN, OR ARISING BY COURSE OF DEALING OR USAGE OF TRADE, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO AGENT, DISTRIBUTOR OR OTHER SUPPLIER OF ACUITY PRODUCTS HAS THE AUTHORITY TO MODIFY OR AMEND THIS WARRANTY WITHOUT EXPRESS WRITTEN AUTHORIZATION FROM ACUITY.



STATEMENT OF LIMITED WARRANTY
FOR ACUITY BRANDS LIGHTING, INC.
d/b/a HOLOPHANE®
NON-LED COMMERCIAL OUTDOOR PRODUCTS
FOR SHIPMENTS WITHIN THE UNITED STATES AND CANADA
10/01/12



The total liability of Acuity on any and all claims of any kind, whether in contract, warranty, tort (including negligence), strict liability or otherwise, arising out of or in connection with, or resulting from, Acuity's performance or breach of this Warranty, or from Acuity's sale, delivery, resale, repair, or replacement of any Product(s) or the furnishing of any services, shall in no event exceed the purchase price allocable to the Product(s) that give rise to the claim, and any and all such liability shall terminate upon the expiration of the warranty period specified above.

IN NO EVENT SHALL ACUITY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER AS THE RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY, INCLUDING WITHOUT LIMITATION LABOR OR EQUIPMENT REQUIRED TO REMOVE AND/OR REINSTALL ORIGINAL OR REPLACEMENT PARTS, LOSS OF TIME, PROFITS OR REVENUES, LACK OR LOSS OF PRODUCTIVITY, INTEREST CHARGES OR COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, SYSTEMS, SERVICES OR DOWNTIME COSTS, DAMAGE TO OR LOSS OF USE OF PROPERTY OR EQUIPMENT OR ANY INCONVENIENCE ARISING OUT OF ANY BREACH OF THE FOREGOING WARRANTY OR OBLIGATIONS UNDER SUCH WARRANTY.

Acuity reserves the right to modify or discontinue this Warranty without notice provided that any such modification or discontinuance will only be effective with respect to any Product(s) purchased after such modification or discontinuance.



STATEMENT OF LIMITED WARRANTY
FOR ACUITY BRANDS LIGHTING, INC.
d/b/a HOLOPHANE®
POLES
FOR SHIPMENTS WITHIN THE UNITED STATES AND CANADA
10/01/12



Subject to the exclusions set forth below, Acuity Brands Lighting, Inc. d/b/a Holophane ("Acuity") warrants its poles ("Product(s)") to be free from defect in material and workmanship (the "General Warranty") for a period of two (2) years from the date of shipment from Acuity's facilities, unless other warranties apply. Notwithstanding the foregoing, Acuity does not offer warranties for poles not manufactured by Acuity ("Purchased Poles"). Any Purchased Pole(s) shipped by Acuity are subject to the applicable warranty (if any) provided by the company(ies) that manufactured such Purchased Poles. Acuity is not responsible for any costs or expenses relating to defective pole claims, repairs, or replacements. Any such costs would be the responsibility of the pole manufacturer. For assistance with pole claims, and/or copies of each manufacturer's standard pole warranty, please contact an authorized Acuity representative. The painted finish of the Product(s) will be considered defective in material or workmanship only if there is substantial deterioration, in the form of blistering, cracking, or peeling. The painted finish is not warranted against fading or chalking, as Product(s) may naturally fade or chalk over time due to normal aging.

Ballasts, lamps, emergency batteries and poles are excluded from the General Warranty. Holophane® and Accupro® brand ballasts, Acculamp® brand lamps, emergency batteries, and poles are warranted separately, and the terms of such warranties are located at www.acuitybrands.com/CustomerResources/Terms_and_conditions.aspx. Manufacturers of ballasts, lamps, emergency batteries and poles incorporated into the Product(s) are solely responsible for any costs or expenses related to any claims, repairs, or replacements associated with any such component(s). Assistance with warranty claims for any such component(s), and/or copies of each applicable manufacturer's warranty, may be obtained from an authorized Acuity post-sales or customer service representative.

This Statement of Limited Warranty ("Warranty") applies only when the Product(s) are installed in applications in which ambient temperatures are within the range of specified operating temperatures. Acuity will not be responsible under this Warranty for any failure of the Product(s) that results from external causes such as: acts of nature; physical damage; exposure to adverse or hazardous chemical or other substances; use of reactive cleaning agents and/or harsh chemicals to clean the Product(s); environmental conditions; vandalism; fire; power failure; improper power supply, power surges or dips, and/or excessive switching; induced vibration; animal or insect activity; fault or negligence of purchaser, any end user of the Product(s) and/or any third party not engaged by Acuity; improper or unauthorized use, installation, handling, storage, alteration, maintenance or service, including failure to abide by any product classifications or certifications, or failure to comply with any applicable standards, codes, recommendations, product specification sheets, or instructions of Acuity; use of the Product(s) with products, processes or materials supplied by any end user or third party; or any other occurrences beyond Acuity's reasonable control. Acuity also will not be responsible under this Warranty for any substantial deterioration in the Product finish that is caused by failure to clean, inspect or maintain the finish of the Product(s). If the Product(s) are used on existing foundations, anchorages or structures, the end user is solely responsible for the structural integrity of such existing foundations, anchorages or structures and all consequences arising from their use. Adequate records of operating history, maintenance, and/or testing must be kept by the end user and provided to Acuity upon request to substantiate that the Product(s) have failed to comply with the terms of this Warranty. Neither polycarbonate nor acrylic material used in the Products is warranted against yellowing, as yellowing may naturally occur over time due to normal aging. The Product(s) are not warranted against costs that may be incurred in connection with changes or modifications to the Product(s) required to accommodate site conditions and/or faulty building construction or design. In addition, the Product(s) are not warranted against cost resulting from installation of third party supplied components, failures of third party supplied components, or failures of Acuity supplied Product(s) caused by a third party supplied component. This Warranty only applies to the Product(s) when sold for commercial purposes and does not apply to any consumer product(s), all of which are governed by separate limited warranty terms. For the avoidance of doubt, Acuity emergency fixtures are not covered by this Warranty.

If the Product(s) fail to comply with the terms of this Warranty, Acuity, at its option, will repair or replace the Product(s) with the same or a functionally equivalent Product(s) or component part(s). This Warranty excludes labor and equipment required to remove and/or reinstall original or replacement parts. This Warranty extends only to the Product(s) as delivered to, and is for the sole and exclusive benefit of, the original end user of the Product(s) at the original location. This Warranty may not be transferred or assigned by the original end user. The repair or replacement of any Product(s) or component part within the Product(s) is the sole and exclusive remedy for failure of the Product(s) to comply with the terms of this Warranty and does not extend the Warranty period. Warranty claims regarding the Product(s) must be submitted in writing within (30) days of discovery of the defect or failure to an authorized Acuity post-sales or customer service representative. Product(s) or component part(s) may be required to be returned for inspection and verification of non-conformance by Acuity, but no Product(s) or component part(s) will be accepted for inspection, verification or return unless accompanied by a "return authorization number" which can be obtained only from an authorized Acuity post-sales or customer service representative. Acuity is not responsible for any costs and expenses incurred in connection with shipment of Product(s) to Acuity, but Acuity shall bear all cost and expense incurred in connection with shipment of replacement Product(s) to the customer.



STATEMENT OF LIMITED WARRANTY
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d/b/a HOLOPHANE®
POLES
FOR SHIPMENTS WITHIN THE UNITED STATES AND CANADA
10/01/12



THE FOREGOING WARRANTY TERMS ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, AND ACUITY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, RELATING DIRECTLY OR INDIRECTLY TO THE PRODUCT(S), WHETHER ORAL, WRITTEN, OR ARISING BY COURSE OF DEALING OR USAGE OF TRADE, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO AGENT, DISTRIBUTOR OR OTHER SUPPLIER OF ACUITY PRODUCTS HAS THE AUTHORITY TO MODIFY OR AMEND THIS WARRANTY WITHOUT EXPRESS WRITTEN AUTHORIZATION FROM ACUITY.

The total liability of Acuity on any and all claims of any kind, whether in contract, warranty, tort (including negligence), strict liability or otherwise, arising out of or in connection with, or resulting from, Acuity's performance or breach of this Warranty, or from Acuity's sale, delivery, resale, repair, or replacement of any Product(s) or the furnishing of any services, shall in no event exceed the purchase price allocable to the Product(s) that give rise to the claim, and any and all such liability shall terminate upon the expiration of the warranty period specified above.

IN NO EVENT SHALL ACUITY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER AS THE RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY, INCLUDING WITHOUT LIMITATION LABOR OR EQUIPMENT REQUIRED TO REMOVE AND/OR REINSTALL ORIGINAL OR REPLACEMENT PARTS, LOSS OF TIME, PROFITS OR REVENUES, LACK OR LOSS OF PRODUCTIVITY, INTEREST CHARGES OR COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, SYSTEMS, SERVICES OR DOWNTIME COSTS, DAMAGE TO OR LOSS OF USE OF PROPERTY OR EQUIPMENT OR ANY INCONVENIENCE ARISING OUT OF ANY BREACH OF THE FOREGOING WARRANTY OR OBLIGATIONS UNDER SUCH WARRANTY.

Acuity reserves the right to modify or discontinue this Warranty without notice provided that any such modification or discontinuance will only be effective with respect to any Product(s) purchased after such modification or discontinuance.



STATEMENT OF LIMITED WARRANTY
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d/b/a HOLOPHANE®
HOLOPHANE BALLAST
FOR SHIPMENTS WITHIN THE UNITED STATES AND CANADA
10/01/12



Subject to the exclusions set forth below, Acuity Brands Lighting, Inc. ("Acuity") warrants its Holophane ballast ("Product(s)") to be free from defect in material and workmanship for a for a period of five (5) years from the date of shipment from Acuity's facilities (the "General Warranty").

This Statement of Limited Warranty ("Warranty") applies only when the Product(s) are installed in applications in which ambient temperatures are within the range of specified operating temperatures and are operated within the electrical values shown on the ballast label. Acuity will not be responsible under this Warranty for any failure of the Product(s) that results from external causes such as: acts of nature; physical damage; exposure to adverse or hazardous chemical or other substances; use of reactive cleaning agents and/or harsh chemicals to clean the Product(s); environmental conditions; vandalism; fire; power failure, improper power supply, power surges or dips, and/or excessive switching; induced vibration; animal or insect activity; fault or negligence of purchaser, any end user of the Product(s) and/or any third party not engaged by Acuity; improper or unauthorized use, installation, handling, storage, alteration, maintenance or service, including failure to abide by any product classifications or certifications, or failure to comply with any applicable standards, codes, recommendations, product specification sheets, or instructions of Acuity; use of the Product(s) with products, processes or materials supplied by any end user or third party, or any other occurrences beyond Acuity's reasonable control. Acuity also will not be responsible under this Warranty for any substantial deterioration in the Product finish that is caused by failure to clean, inspect or maintain the finish of the Product(s). If the Product(s) are used on existing foundations, anchorages or structures, the end user is solely responsible for the structural integrity of such existing foundations, anchorages or structures and all consequences arising from their use. Adequate records of operating history, maintenance, and/or testing must be kept by the end user and provided to Acuity upon request to substantiate that the Product(s) have failed to comply with the terms of this Warranty. Neither polycarbonate nor acrylic material used in the Products is warranted against yellowing, as yellowing may naturally occur over time due to normal aging. The Product(s) are not warranted against costs that may be incurred in connection with changes or modifications to the Product(s) required to accommodate site conditions and/or faulty building construction or design. In addition, the Product(s) are not warranted against cost resulting from installation of third party supplied components, failures of third party supplied components, or failures of Acuity supplied Product(s) caused by a third party supplied component. This Warranty only applies to the Product(s) when sold for commercial purposes and does not apply to any consumer product(s), all of which are governed by separate limited warranty terms. For the avoidance of doubt, Acuity emergency fixtures are not covered by this Warranty.

If the Product(s) fail to comply with the terms of this Warranty, Acuity, at its option, will repair or replace the Product(s) with the same or a functionally equivalent Product(s) or component part(s). This Warranty excludes labor and equipment required to remove and/or reinstall original or replacement parts. This Warranty extends only to the Product(s) as delivered to, and is for the sole and exclusive benefit of, the original end user of the Product(s) at the original location. This Warranty may not be transferred or assigned by the original end user. The repair or replacement of any Product(s) or component part within the Product(s) is the sole and exclusive remedy for failure of the Product(s) to comply with the terms of this Warranty and does not extend the Warranty period. Warranty claims regarding the Product(s) must be submitted in writing within (30) days of discovery of the defect or failure to an authorized Acuity post-sales or customer service representative. Product(s) or component part(s) may be required to be returned for inspection and verification of non-conformance by Acuity, but no Product(s) or component part(s) will be accepted for inspection, verification or return unless accompanied by a "return authorization number" which can be obtained only from an authorized Acuity post-sales or customer service representative. Acuity is not responsible for any costs and expenses incurred in connection with shipment of Product(s) to Acuity, but Acuity shall bear all cost and expense incurred in connection with shipment of replacement Product(s) to the customer.

THE FOREGOING WARRANTY TERMS ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, AND ACUITY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, RELATING DIRECTLY OR INDIRECTLY TO THE PRODUCT(S), WHETHER ORAL, WRITTEN, OR ARISING BY COURSE OF DEALING OR USAGE OF TRADE, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO AGENT, DISTRIBUTOR OR OTHER SUPPLIER OF ACUITY PRODUCTS HAS THE AUTHORITY TO MODIFY OR AMEND THIS WARRANTY WITHOUT EXPRESS WRITTEN AUTHORIZATION FROM ACUITY.

The total liability of Acuity on any and all claims of any kind, whether in contract, warranty, tort (including negligence), strict liability or otherwise, arising out of or in connection with, or resulting from, Acuity's performance or breach of this Warranty, or from Acuity's sale, delivery, resale, repair, or replacement of any Product(s) or the furnishing of any services, shall in no event exceed the purchase price allocable to the Product(s) that give rise to the claim, and any and all such liability shall terminate upon the expiration of the warranty period specified above.

IN NO EVENT SHALL ACUITY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER AS THE RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY, INCLUDING WITHOUT LIMITATION LABOR OR EQUIPMENT REQUIRED TO REMOVE AND/OR REINSTALL ORIGINAL OR REPLACEMENT PARTS, LOSS OF TIME, PROFITS OR REVENUES, LACK OR LOSS OF PRODUCTIVITY, INTEREST CHARGES OR COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, SYSTEMS,



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HOLOPHANE BALLAST
FOR SHIPMENTS WITHIN THE UNITED STATES AND CANADA
10/01/12



SERVICES OR DOWNTIME COSTS, DAMAGE TO OR LOSS OF USE OF PROPERTY OR EQUIPMENT OR ANY INCONVENIENCE ARISING OUT OF ANY BREACH OF THE FOREGOING WARRANTY OR OBLIGATIONS UNDER SUCH WARRANTY.

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HOLOPHANE BALLAST
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Subject to the exclusions set forth below, Acuity Brands Lighting, Inc. ("Acuity") warrants its Holophane ballast ("Product(s)") to be free from defect in material and workmanship for a period of five (5) years from the date of shipment from Acuity's facilities (the "General Warranty").

This Statement of Limited Warranty ("Warranty") applies only when the Product(s) are installed in applications in which ambient temperatures are within the range of specified operating temperatures and are operated within the electrical values shown on the ballast label. Acuity will not be responsible under this Warranty for any failure of the Product(s) that results from external causes such as: acts of nature; physical damage; exposure to adverse or hazardous chemical or other substances; use of reactive cleaning agents and/or harsh chemicals to clean the Product(s); environmental conditions; vandalism; fire; power failure, improper power supply, power surges or dips, and/or excessive switching; induced vibration; animal or insect activity; fault or negligence of purchaser, any end user of the Product(s) and/or any third party not engaged by Acuity; improper or unauthorized use, installation, handling, storage, alteration, maintenance or service, including failure to abide by any product classifications or certifications, or failure to comply with any applicable standards, codes, recommendations, product specification sheets, or instructions of Acuity; use of the Product(s) with products, processes or materials supplied by any end user or third party; or any other occurrences beyond Acuity's reasonable control. Acuity also will not be responsible under this Warranty for any substantial deterioration in the Product finish that is caused by failure to clean, inspect or maintain the finish of the Product(s). If the Product(s) are used on existing foundations, anchorages or structures, the end user is solely responsible for the structural integrity of such existing foundations, anchorages or structures and all consequences arising from their use. Adequate records of operating history, maintenance, and/or testing must be kept by the end user and provided to Acuity upon request to substantiate that the Product(s) have failed to comply with the terms of this Warranty. Neither polycarbonate nor acrylic material used in the Products is warranted against yellowing, as yellowing may naturally occur over time due to normal aging. The Product(s) are not warranted against costs that may be incurred in connection with changes or modifications to the Product(s) required to accommodate site conditions and/or faulty building construction or design. In addition, the Product(s) are not warranted against cost resulting from installation of third party supplied components, failures of third party supplied components, or failures of Acuity supplied Product(s) caused by a third party supplied component. This Warranty only applies to the Product(s) when sold for commercial purposes and does not apply to any consumer product(s), all of which are governed by separate limited warranty terms. For the avoidance of doubt, Acuity emergency fixtures are not covered by this Warranty.

If the Product(s) fail to comply with the terms of this Warranty, Acuity, at its option, will repair or replace the Product(s) with the same or a functionally equivalent Product(s) or component part(s). This Warranty excludes labor and equipment required to remove and/or reinstall original or replacement parts. This Warranty extends only to the Product(s) as delivered to, and is for the sole and exclusive benefit of, the original end user of the Product(s) at the original location. This Warranty may not be transferred or assigned by the original end user. The repair or replacement of any Product(s) or component part within the Product(s) is the sole and exclusive remedy for failure of the Product(s) to comply with the terms of this Warranty and does not extend the Warranty period. Warranty claims regarding the Product(s) must be submitted in writing within (30) days of discovery of the defect or failure to an authorized Acuity post-sales or customer service representative. Product(s) or component part(s) may be required to be returned for inspection and verification of non-conformance by Acuity, but no Product(s) or component part(s) will be accepted for inspection, verification or return unless accompanied by a "return authorization number" which can be obtained only from an authorized Acuity post-sales or customer service representative. Acuity is not responsible for any costs and expenses incurred in connection with shipment of Product(s) to Acuity, but Acuity shall bear all cost and expense incurred in connection with shipment of replacement Product(s) to the customer.

THE FOREGOING WARRANTY TERMS ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, AND ACUITY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, RELATING DIRECTLY OR INDIRECTLY TO THE PRODUCT(S), WHETHER ORAL, WRITTEN, OR ARISING BY COURSE OF DEALING OR USAGE OF TRADE, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO AGENT, DISTRIBUTOR OR OTHER SUPPLIER OF ACUITY PRODUCTS HAS THE AUTHORITY TO MODIFY OR AMEND THIS WARRANTY WITHOUT EXPRESS WRITTEN AUTHORIZATION FROM ACUITY.

The total liability of Acuity on any and all claims of any kind, whether in contract, warranty, tort (including negligence), strict liability or otherwise, arising out of or in connection with, or resulting from, Acuity's performance or breach of this Warranty, or from Acuity's sale, delivery, resale, repair, or replacement of any Product(s) or the furnishing of any services, shall in no event exceed the purchase price allocable to the Product(s) that give rise to the claim, and any and all such liability shall terminate upon the expiration of the warranty period specified above.

IN NO EVENT SHALL ACUITY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER AS THE RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY, INCLUDING WITHOUT LIMITATION LABOR OR EQUIPMENT REQUIRED TO REMOVE AND/OR REINSTALL ORIGINAL OR REPLACEMENT PARTS, LOSS OF TIME, PROFITS OR REVENUES, LACK OR LOSS OF PRODUCTIVITY, INTEREST CHARGES OR COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, SYSTEMS,



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FOR ACUITY BRANDS LIGHTING, INC.
d/b/a HOLOPHANE®
HOLOPHANE BALLAST
FOR SHIPMENTS WITHIN THE UNITED STATES AND CANADA
10/01/12



SERVICES OR DOWNTIME COSTS, DAMAGE TO OR LOSS OF USE OF PROPERTY OR EQUIPMENT OR ANY INCONVENIENCE ARISING OUT OF ANY BREACH OF THE FOREGOING WARRANTY OR OBLIGATIONS UNDER SUCH WARRANTY.

Acuity reserves the right to modify or discontinue this Warranty without notice provided that any such modification or discontinuance will only be effective with respect to any Product(s) purchased after such modification or discontinuance.



STATEMENT OF LIMITED WARRANTY
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d/b/a HOLOPHANE®

POLES
FOR SHIPMENTS WITHIN THE UNITED STATES AND CANADA
10/01/12



Subject to the exclusions set forth below, Acuity Brands Lighting, Inc. d/b/a Holophane ("Acuity") warrants its poles ("Product(s)") to be free from defect in material and workmanship (the "General Warranty") for a period of two (2) years from the date of shipment from Acuity's facilities, unless other warranties apply. Notwithstanding the foregoing, Acuity does not offer warranties for poles not manufactured by Acuity ("Purchased Poles"). Any Purchased Pole(s) shipped by Acuity are subject to the applicable warranty (if any) provided by the company(ies) that manufactured such Purchased Poles. Acuity is not responsible for any costs or expenses relating to defective pole claims, repairs, or replacements. Any such costs would be the responsibility of the pole manufacturer. For assistance with pole claims, and/or copies of each manufacturer's standard pole warranty, please contact an authorized Acuity representative. The painted finish of the Product(s) will be considered defective in material or workmanship only if there is substantial deterioration, in the form of blistering, cracking, or peeling. The painted finish is not warranted against fading or chalking, as Product(s) may naturally fade or chalk over time due to normal aging.

Ballasts, lamps, emergency batteries and poles are excluded from the General Warranty. Holophane® and Accupro® brand ballasts, Acculamp® brand lamps, emergency batteries, and poles are warranted separately; and the terms of such warranties are located at www.acuitybrands.com/CustomerResources/Terms_and_conditions.aspx. Manufacturers of ballasts, lamps, emergency batteries and poles incorporated into the Product(s) are solely responsible for any costs or expenses related to any claims, repairs, or replacements associated with any such component(s). Assistance with warranty claims for any such component(s), and/or copies of each applicable manufacturer's warranty, may be obtained from an authorized Acuity post-sales or customer service representative.

This Statement of Limited Warranty ("Warranty") applies only when the Product(s) are installed in applications in which ambient temperatures are within the range of specified operating temperatures. Acuity will not be responsible under this Warranty for any failure of the Product(s) that results from external causes such as: acts of nature; physical damage; exposure to adverse or hazardous chemical or other substances; use of reactive cleaning agents and/or harsh chemicals to clean the Product(s); environmental conditions; vandalism; fire; power failure, improper power supply, power surges or dips, and/or excessive switching; induced vibration; animal or insect activity; fault or negligence of purchaser, any end user of the Product(s) and/or any third party not engaged by Acuity; improper or unauthorized use, installation, handling, storage, alteration, maintenance or service, including failure to abide by any product classifications or certifications, or failure to comply with any applicable standards, codes, recommendations, product specification sheets, or instructions of Acuity; use of the Product(s) with products, processes or materials supplied by any end user or third party; or any other occurrences beyond Acuity's reasonable control. Acuity also will not be responsible under this Warranty for any substantial deterioration in the Product finish that is caused by failure to clean, inspect or maintain the finish of the Product(s). If the Product(s) are used on existing foundations, anchorages or structures, the end user is solely responsible for the structural integrity of such existing foundations, anchorages or structures and all consequences arising from their use. Adequate records of operating history, maintenance, and/or testing must be kept by the end user and provided to Acuity upon request to substantiate that the Product(s) have failed to comply with the terms of this Warranty. Neither polycarbonate nor acrylic material used in the Products is warranted against yellowing, as yellowing may naturally occur over time due to normal aging. The Product(s) are not warranted against costs that may be incurred in connection with changes or modifications to the Product(s) required to accommodate site conditions and/or faulty building construction or design. In addition, the Product(s) are not warranted against cost resulting from installation of third party supplied components, failures of third party supplied components, or failures of Acuity supplied Product(s) caused by a third party supplied component. This Warranty only applies to the Product(s) when sold for commercial purposes and does not apply to any consumer product(s), all of which are governed by separate limited warranty terms. For the avoidance of doubt, Acuity emergency fixtures are not covered by this Warranty.

If the Product(s) fail to comply with the terms of this Warranty, Acuity, at its option, will repair or replace the Product(s) with the same or a functionally equivalent Product(s) or component part(s). This Warranty excludes labor and equipment required to remove and/or reinstall original or replacement parts. This Warranty extends only to the Product(s) as delivered to, and is for the sole and exclusive benefit of, the original end user of the Product(s) at the original location. This Warranty may not be transferred or assigned by the original end user. The repair or replacement of any Product(s) or component part within the Product(s) is the sole and exclusive remedy for failure of the Product(s) to comply with the terms of this Warranty and does not extend the Warranty period. Warranty claims regarding the Product(s) must be submitted in writing within (30) days of discovery of the defect or failure to an authorized Acuity post-sales or customer service representative. Product(s) or component part(s) may be required to be returned for inspection and verification of non-conformance by Acuity, but no Product(s) or component part(s) will be accepted for inspection, verification or return unless accompanied by a "return authorization number" which can be obtained only from an authorized Acuity post-sales or customer service representative. Acuity is not responsible for any costs and expenses incurred in connection with shipment of Product(s) to Acuity, but Acuity shall bear all cost and expense incurred in connection with shipment of replacement Product(s) to the customer.



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d/b/a HOLOPHANE®

POLES
FOR SHIPMENTS WITHIN THE UNITED STATES AND CANADA
10/01/12



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The total liability of Acuity on any and all claims of any kind, whether in contract, warranty, tort (including negligence), strict liability or otherwise, arising out of or in connection with, or resulting from, Acuity's performance or breach of this Warranty, or from Acuity's sale, delivery, resale, repair, or replacement of any Product(s) or the furnishing of any services, shall in no event exceed the purchase price allocable to the Product(s) that give rise to the claim, and any and all such liability shall terminate upon the expiration of the warranty period specified above.

IN NO EVENT SHALL ACUITY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER AS THE RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY, INCLUDING WITHOUT LIMITATION LABOR OR EQUIPMENT REQUIRED TO REMOVE AND/OR REINSTALL ORIGINAL OR REPLACEMENT PARTS, LOSS OF TIME, PROFITS OR REVENUES, LACK OR LOSS OF PRODUCTIVITY, INTEREST CHARGES OR COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, SYSTEMS, SERVICES OR DOWNTIME COSTS, DAMAGE TO OR LOSS OF USE OF PROPERTY OR EQUIPMENT OR ANY INCONVENIENCE ARISING OUT OF ANY BREACH OF THE FOREGOING WARRANTY OR OBLIGATIONS UNDER SUCH WARRANTY.

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STATEMENT OF LIMITED WARRANTY
FOR ACUITY BRANDS LIGHTING, INC.
d/b/a HOLOPHANE®
NON-LED COMMERCIAL OUTDOOR PRODUCTS
FOR SHIPMENTS WITHIN THE UNITED STATES AND CANADA
10/01/12



Subject to the exclusions set forth below, Acuity Brands Lighting, Inc. d/b/a Holophane ("Acuity") warrants its non-LED commercial outdoor lighting fixtures ("Product(s)") to be free from defect in material and workmanship for a period of two (2) years from the date of shipment from Acuity's facilities (the "General Warranty"), except to the extent other warranties apply as outlined below. The painted finish of the Product(s) will be considered defective in material or workmanship only if there is substantial deterioration, in the form of blistering, cracking, or peeling. The painted finish is not warranted against fading or chalking, as fixture(s) may naturally fade or chalk over time due to normal aging.

Ballasts, lamps, emergency batteries and poles are excluded from the General Warranty. Holophane® and Accupro® brand ballasts, Acculamp® brand lamps, emergency batteries, and poles are warranted separately; and the terms of such warranties are located at www.acuitybrands.com/CustomResources/Terms_and_conditions.aspx. Manufacturers of ballasts, lamps, emergency batteries and poles incorporated into the Product(s) are solely responsible for any costs or expenses related to any claims, repairs, or replacements associated with any such component(s). Assistance with warranty claims for any such component(s), and/or copies of each applicable manufacturer's warranty, may be obtained from an authorized Acuity post-sales or customer service representative.

This Statement of Limited Warranty ("Warranty") applies only when the Product(s) are installed in applications in which ambient temperatures are within the range of specified operating temperatures. Acuity will not be responsible under this Warranty for any failure of the Product(s) that results from external causes such as: acts of nature; physical damage; exposure to adverse or hazardous chemical or other substances; use of reactive cleaning agents and/or harsh chemicals to clean the Product(s); environmental conditions; vandalism; fire; power failure, improper power supply, power surges or dips, and/or excessive switching; induced vibration; animal or insect activity; fault or negligence of purchaser, any end user of the Product(s) and/or any third party not engaged by Acuity; improper or unauthorized use, installation, handling, storage, alteration, maintenance or service, including failure to abide by any product classifications or certifications, or failure to comply with any applicable standards, codes, recommendations, product specification sheets, or instructions of Acuity; use of the Product(s) with products, processes or materials supplied by any end user or third party; or any other occurrences beyond Acuity's reasonable control. Acuity also will not be responsible under this Warranty for any substantial deterioration in the Product finish that is caused by failure to clean, inspect or maintain the finish of the Product(s). If the Product(s) are used on existing foundations, anchorages or structures, the end user is solely responsible for the structural integrity of such existing foundations, anchorages or structures and all consequences arising from their use. Adequate records of operating history, maintenance, and/or testing must be kept by the end user and provided to Acuity upon request to substantiate that the Product(s) have failed to comply with the terms of this Warranty. Neither polycarbonate nor acrylic material used in the Products is warranted against yellowing, as yellowing may naturally occur over time due to normal aging. The Product(s) are not warranted against costs that may be incurred in connection with changes or modifications to the Product(s) required to accommodate site conditions and/or faulty building construction or design. In addition, the Product(s) are not warranted against cost resulting from installation of third party supplied components, failures of third party supplied components, or failures of Acuity supplied Product(s) caused by a third party supplied component. This Warranty only applies to the Product(s) when sold for commercial purposes and does not apply to any consumer product(s), all of which are governed by separate limited warranty terms. For the avoidance of doubt, Acuity emergency fixtures are not covered by this Warranty.

If the Product(s) fail to comply with the terms of this Warranty, Acuity, at its option, will repair or replace the Product(s) with the same or a functionally equivalent Product(s) or component part(s). This Warranty excludes labor and equipment required to remove and/or reinstall original or replacement parts. This Warranty extends only to the Product(s) as delivered to, and is for the sole and exclusive benefit of, the original end user of the Product(s) at the original location. This Warranty may not be transferred or assigned by the original end user. The repair or replacement of any Product(s) or component part within the Product(s) is the sole and exclusive remedy for failure of the Product(s) to comply with the terms of this Warranty and does not extend the Warranty period. Warranty claims regarding the Product(s) must be submitted in writing within (30) days of discovery of the defect or failure to an authorized Acuity post-sales or customer service representative. Product(s) or component part(s) may be required to be returned for inspection and verification of non-conformance by Acuity, but no Product(s) or component part(s) will be accepted for inspection, verification or return unless accompanied by a "return authorization number" which can be obtained only from an authorized Acuity post-sales or customer service representative. Acuity is not responsible for any costs and expenses incurred in connection with shipment of Product(s) to Acuity, but Acuity shall bear all cost and expense incurred in connection with shipment of replacement Product(s) to the customer.

THE FOREGOING WARRANTY TERMS ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, AND ACUITY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, RELATING DIRECTLY OR INDIRECTLY TO THE PRODUCT(S), WHETHER ORAL, WRITTEN, OR ARISING BY COURSE OF DEALING OR USAGE OF TRADE, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO AGENT, DISTRIBUTOR OR OTHER SUPPLIER OF ACUITY PRODUCTS HAS THE AUTHORITY TO MODIFY OR AMEND THIS WARRANTY WITHOUT EXPRESS WRITTEN AUTHORIZATION FROM ACUITY.



STATEMENT OF LIMITED WARRANTY
FOR ACUITY BRANDS LIGHTING, INC.
d/b/a HOLOPHANE®
NON-LED COMMERCIAL OUTDOOR PRODUCTS
FOR SHIPMENTS WITHIN THE UNITED STATES AND CANADA
10/01/12



The total liability of Acuity on any and all claims of any kind, whether in contract, warranty, tort (including negligence), strict liability or otherwise, arising out of or in connection with, or resulting from, Acuity's performance or breach of this Warranty, or from Acuity's sale, delivery, resale, repair, or replacement of any Product(s) or the furnishing of any services, shall in no event exceed the purchase price allocable to the Product(s) that give rise to the claim, and any and all such liability shall terminate upon the expiration of the warranty period specified above.





IN NO EVENT SHALL ACUITY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER AS THE RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY, INCLUDING WITHOUT LIMITATION LABOR OR EQUIPMENT REQUIRED TO REMOVE AND/OR REINSTALL ORIGINAL OR REPLACEMENT PARTS, LOSS OF TIME, PROFITS OR REVENUES, LACK OR LOSS OF PRODUCTIVITY, INTEREST CHARGES OR COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, SYSTEMS, SERVICES OR DOWNTIME COSTS, DAMAGE TO OR LOSS OF USE OF PROPERTY OR EQUIPMENT OR ANY INCONVENIENCE ARISING OUT OF ANY BREACH OF THE FOREGOING WARRANTY OR OBLIGATIONS UNDER SUCH WARRANTY.

Acuity reserves the right to modify or discontinue this Warranty without notice provided that any such modification or discontinuance will only be effective with respect to any Product(s) purchased after such modification or discontinuance.

IMPORTANT SAFETY INSTRUCTIONS

READ AND FOLLOW ALL SAFETY INSTRUCTIONS!
SAVE THESE INSTRUCTIONS AND DELIVER TO OWNER AFTER INSTALLATION

- To reduce the risk of death, personal injury or property damage from fire, electric shock, falling parts, cuts/abrasions, and other hazards please read all warnings and instructions included with and on the fixture box and all fixture labels.
- Before installing, servicing, or performing routine maintenance upon this equipment, follow these general precautions.
- Installation and service of luminaires should be performed by a qualified licensed electrician.
- Maintenance of the luminaires should be performed by person(s) familiar with the luminaires' construction and operation and any hazards involved. Regular fixture maintenance programs are recommended.
- It will occasionally be necessary to clean the outside of the refractor/lens. Frequency of cleaning will depend on ambient dirt level and minimum light output which is acceptable to user. Refractor/lens should be washed in a solution of warm water and any mild, non-abrasive household detergent, rinsed with clean water and wiped dry. Should optical assembly become dirty on the inside, wipe refractor/lens and clean in above manner, replacing damaged gaskets as necessary.
- **DO NOT INSTALL DAMAGED PRODUCT!** This luminaire has been properly packed so that no parts should have been damaged during transit. Inspect to confirm. Any part damaged or broken during or after assembly should be replaced.
- If the lamp is marked (Fig) it contains Mercury. Follow all disposal laws. See www.lamprecycle.org.
- These instructions do not purport to cover all details or variations in equipment nor to provide every possible contingency to meet in connection with installation, operation, or maintenance. Should further information be desired or should particular problems arise which are not covered sufficiently for the purchaser's or owner's purposes, this matter should be referred to Acuity Brands Lighting, Inc.

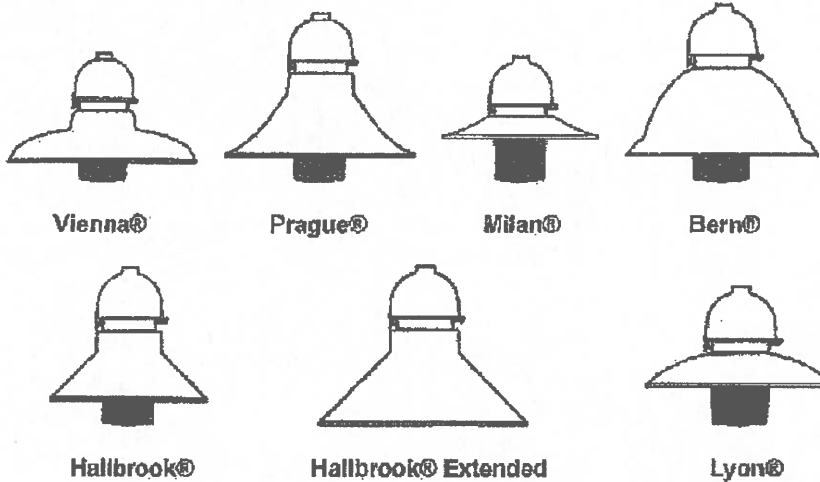
 <p style="text-align: center;">WARNING RISK OF ELECTRIC SHOCK</p> <ul style="list-style-type: none"> ✓ Disconnect or turn off power before installation or servicing. ✓ Verify that supply voltage is correct by comparing it with the luminaire label information. ✓ Make all electrical and grounded connections in accordance with the National Electrical Code (NEC) and any applicable local code requirements. ✓ All wiring connections should be capped with UL approved recognized wire connectors. 	 <p style="text-align: center;">WARNING RISK OF BURN</p> <ul style="list-style-type: none"> ✓ Allow lamp/fixture to cool before handling. Do not touch hot lens, lamp, guard, or enclosure. ✓ Do not exceed maximum wattage marked on luminaire label. ✓ Follow all lamp manufacturer's warnings, recommendations and restrictions on lamp operation including but not limited to: ballast type, burning position, replacement, and recycling. ✓ Use only lamps that comply with ANSI standards.
 <p style="text-align: center;">CAUTION RISK OF INJURY</p> <ul style="list-style-type: none"> ✓ Wear gloves and safety glasses at all times when removing luminaire from carton, installing, servicing or performing maintenance. ✓ Avoid direct eye exposure to the light source while it is on. 	 <p style="text-align: center;">CAUTION RISK OF FIRE</p> <ul style="list-style-type: none"> ✓ Keep combustible and other materials that can burn away from lamp/lens. ✓ Do not operate in close proximity to persons, combustible materials or substances affected by heat or drying.

Failure to follow any of these instructions could void product warranties.
For a complete listing of product Terms and Conditions, please visit www.acuitybrands.com.

<p>Our Brands</p> <ul style="list-style-type: none"> Indoor/Outdoor Lithonia Lighting Corundum Holophane RELOC 	<p>Indoor Lighting</p> <ul style="list-style-type: none"> Gosham Mark Architectural Lighting Peerless Renaissance Lighting Winona Lighting 	<p>Outdoor Lighting</p> <ul style="list-style-type: none"> American Electric Lighting Antique Street Lamps Hydral Tersan 	<p>Controls</p> <ul style="list-style-type: none"> DARK TO LIGHT Lighting Control & Design NOAM Sensor Switch Synergy
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Acuity Brands Lighting, Inc. assumes no responsibility for claims arising out of improper or careless installation or handling of its products.

**AFTER INSTALLATION DELIVER THIS
MANUAL TO OWNER**



GR1450, GR1454, GR1455, GR1456, GR1457, GR1458 & GR1459

IMPORTANT SAFETY INSTRUCTIONS

WARNING - READ THESE INSTRUCTIONS CAREFULLY BEFORE ATTEMPTING TO INSTALL OR MAINTAIN THIS FIXTURE. WORK MUST BE DONE BY QUALIFIED PERSONNEL.

WARNING - BE CERTAIN THAT ALL ELECTRICAL POWER IS DISCONNECTED FROM THE FIXTURE BEFORE INSTALLING OR MAINTAINING THE FIXTURE.

WARNING - FOLLOW LAMP MANUFACTURER'S OPERATING AND MAINTENANCE INSTRUCTIONS.

**FAILURE TO FOLLOW THESE WARNINGS
MAY RESULT IN DEATH, INJURY OR SIGNIFICANT
PROPERTY DAMAGE.**

1. INTRODUCTION

1.1 Product Description.

- The GlasWerks II luminaire consists of an optical assembly designed to accommodate either a symmetric or asymmetric prismatic glass refractor.
- This fixture may be relamped without tools.
- A hinged and latched cover allows for tool-less electrical access; also includes a plug-in electrical module.
- An Arm Mount version is available which allows for direct mounting to a horizontal mounting arm.
- The Pendant Mount version uses a 1-1/2 NPT threaded entry to provide a weather resistant method of mounting.
- A Stem mount version allows fast installation to a special fitter that has a mating feature/ door combination.

1.2 Alternate Information Sources.

Holophane
Field Service Department
P.O. Box 3004
Newark, OH 43059-3004
(740) 349-4182

2. INSTALLATION

2.1 Tools and Material Required.

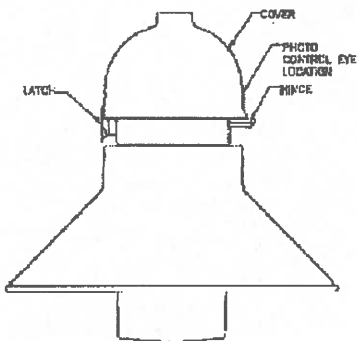
Table 1. Installation Tools and Materials

DESCRIPTION	USE
Flat blade screwdriver	Terminal block connections
Pendant Mount: 5/32" hex driver Pipe Thread Sealant	Set screw at threaded top entry Mounting pipe threads
Arm Mount: 1/4" hex driver 9/16 Socket	Set screw NUT
Stem Mount: 1/8" Allen wrench 3/16" Allen wrench 1/4" Allen wrench 3/8" Socket 9/16 Socket	Setscrew Setscrew Setscrew Screws Nut

2.2 Fixture Installation.

2.2.1 Remove the cover by unlatching the latch and unhooking from the electrical assembly (see Figure 1). Unplug the Terminal Block connector (see Figure 4). Remove the cover assembly.

Figure 1

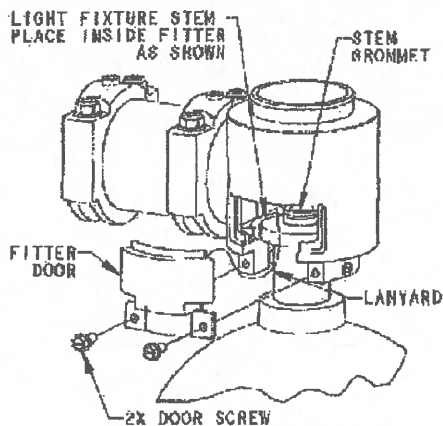


GR1901

2.2.2 Attachment types

- Stem Mount:** (Fig 2) Refer to Installation Manual provided with the swivel filler (IM-347) Attach the luminaire to the filler by removing filler door and inserting stem of luminaire into the filler. Use care not to damage the electrical supply wires during attachment of the luminaire. Feed the electrical supply wires through the center of the stem grommet and make final connection per section 2.2.4. Replace the filler door by engaging the lip of the door inside the filler. Tighten the door screws to 6-8 Ft-lbs. Tighten the nuts on the U-bolts to 30-40 Ft-lbs. Allow luminaire to self-level and tighten the set screws to 12-15 Ft-lbs. If necessary, adjust the leveling set screws so that the filler is installed level.

Figure 2



GR2188

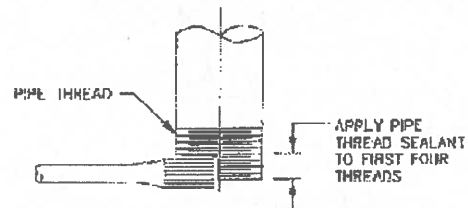
- Pendant Mount:** (Fig 4) This unit must be mounted to a 1-1/2 NPT male threaded pendant. Verify that the set screw, located in the mounting assembly, is backed out enough that it will not interfere with the mounting threads. See Fig. 4. Thoroughly inspect threads for damage. DO NOT attempt to assemble with another part if any thread damage is found on either part. Apply pipe thread sealant completely around the

first 4 male threads on the mounting pendant. Force the sealant into the threads. See Figure 3. Thread the mounting assembly onto the pipe threads. Tighten by hand at least 5 full turns to insure the end of the conduit goes past the setscrew hole.

CAUTION

FIELD APPLICATION OF PIPE THREAD SEALANT IS REQUIRED. FAILURE TO PROPERLY APPLY PIPE THREAD SEALANT COULD CAUSE THIS UNIT TO LEAK OR INADEQUATE THREAD ENGAGEMENT. PIPE THREAD SEALANT MUST BE APPLIED TO MALE THREAD ASSEMBLY TO ASSURE PROPER INSTALLATION

Figure 3



GR1932

- Arm Mount:** (Fig 5) Feed electrical supply wires through the filler and into the electrical housing. Slip the filler over the support arm being certain that the end of the arm seats fully into the filler. Tighten the nuts on the U-bolts to 30-40 Ft. LBS. If necessary, adjust the leveling set screws so that the cover filler is installed level.

2.2.3 Remove the wire chamber cover by loosening the three mounting screws. Rotate the wire chamber cover to allow the screw heads to pass through the larger portion of the keyhole slots.

2.2.4 Connect the electrical supply wires to the terminal block at the top of the electrical chamber. The terminals are marked "L1" (Line 1), "G" (Ground), and "L2" (Line 2). If one of the supply lines is electrically neutral, it should be connected to terminal "L2".

2.2.5 Reinstall the wire chamber cover. Place the wire chamber cover over the mounting screws and rotate slightly to allow the screw heads to seat over the smaller portion of the keyhole slot. Tighten the screws.

2.2.6 Units supplied with a photo control require a shunting plug or a twist lock photo control to be installed. Install the device by twisting it clockwise. See Figure 7.

CAUTION

A PHOTO CONTROL THAT MEETS THE REQUIREMENTS OF ANSI C136.10 AND WITH A CLEAR WINDOW ON THE SIDE THAT EXPOSES THE PHOTOCELL MUST BE USED.

2.2.7 Reinstall the electrical assembly. Reconnect the electrical assembly connector to the terminal block connector and latch cover to the electrical assembly.

2.2.8 Rigid Pendant Mount: Continue tightening the Cover by rotating another full rotation and until "STREET SIDE" of luminaire is pointed in the proper direction (for asymmetric distribution). The optical pattern is indicated on the optical assembly. Tighten the setscrew provided at the top entry to 40 in-lbs.

Radial Wave Optical Assembly: (See Fig 6) Remove the optical assembly by loosening the three optical mounting assembly screws. Rotate the optical assembly slightly to allow the screw heads to pass through the larger portion of the keyhole slots. The

optical assembly will remain attached to the fixture by a stainless steel cable.

2.2.9 Disengage the two knurled head captive screws fasteners and let the optical assembly swing down.

2.2.10 Install the proper lamp type. Tighten the lamp carefully but securely.

2.2.11 Reinstall the optical assembly and tighten screws.

2.2.12 Electrically energize the fixture and check for proper operation.

3. MAINTENANCE

3.1 Re-lamping and Cleaning.

3.1.1 Wipe off exterior dirt and debris.

3.1.2 Disengage the two knurled head captive screws fasteners (or loosen three screw for the Radial Wave) and let the optical assembly swing down.

3.1.3 Remove the lamp and dispose of it in a safe and proper manner.

3.1.4 Install the proper replacement lamp type. Tighten the lamp carefully but securely.

3.1.5 Wipe off the refractor with a dry cloth. If it needs to be washed, use water and detergent. The refractor should be dry before installation.

3.1.7 Reinstall the optical assembly and tighten the screws.

3.2 Electrical Component Replacement.

3.2.1 Wipe off exterior dirt and debris.

3.2.2 Unlatch Cover from the electrical assembly and let swing down.

3.2.3 Unplug the ballast electrical assembly connector (Figure 3).

3.2.4 If provided as part of the fixture, both the photocontrol and the potted starter may be replaced without the removal of the electrical module. Holophane must supply the replacement starter. The potted starter is removed by lifting it and disconnecting the electrical connector. The photocontrol is removed by twisting it counterclockwise. If no other components are to be replaced go to Section 3.2.10.

3.2.5 Remove the electrical plate by disengaging the two knurled head captive screws fasteners; unplug the lamp connector See Figure 6.

If a complete replacement electrical module is being used, skip to step 3.2.10.

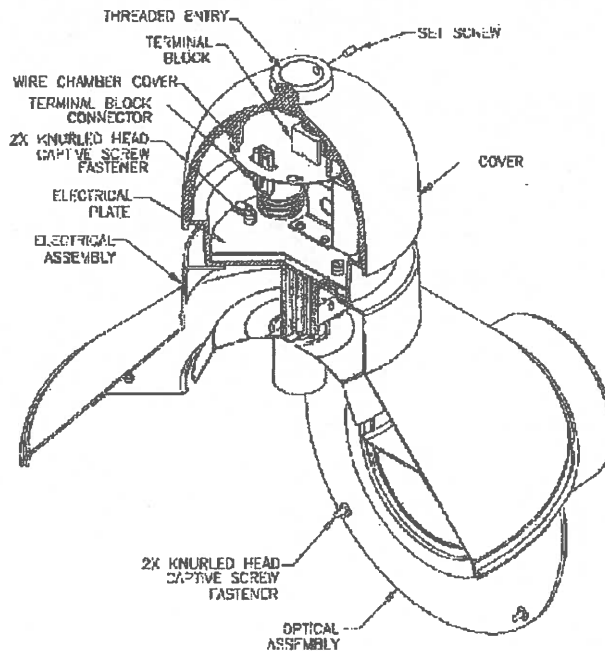
3.2.6 Tag all leads that will be disconnected and note the orientation and position of all components that will be replaced and the fasteners holding them. Remove the component(s) to be replaced.

CAUTION

DO NOT USE ABRASIVE CLEANSERS ON OPTICAL SURFACES. THEIR USE MAY RESULT IN THE LOSS OF OPTICAL EFFICIENCY.

Figure 4

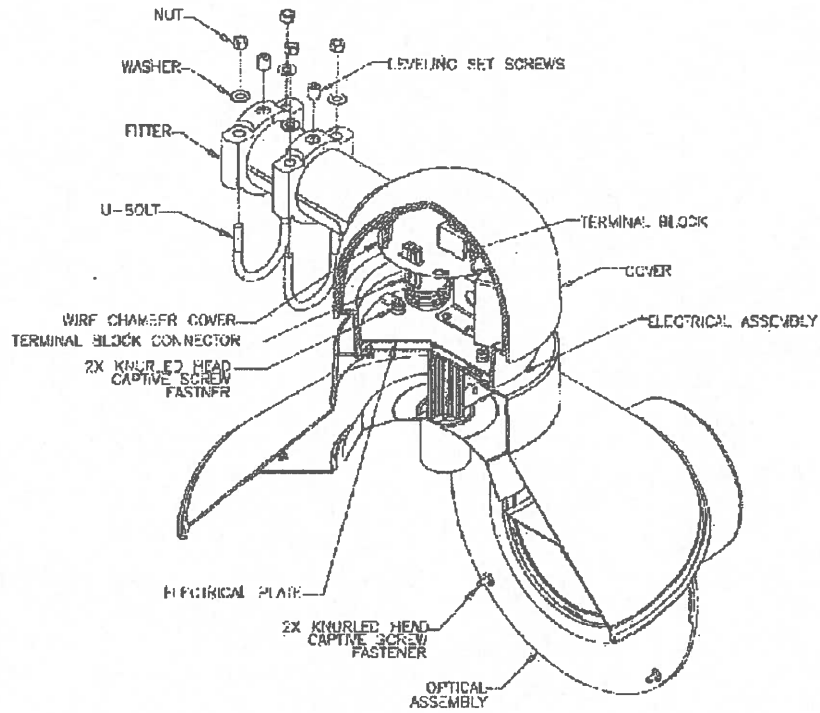
PENDANT MOUNT



13R1502

Figure 5

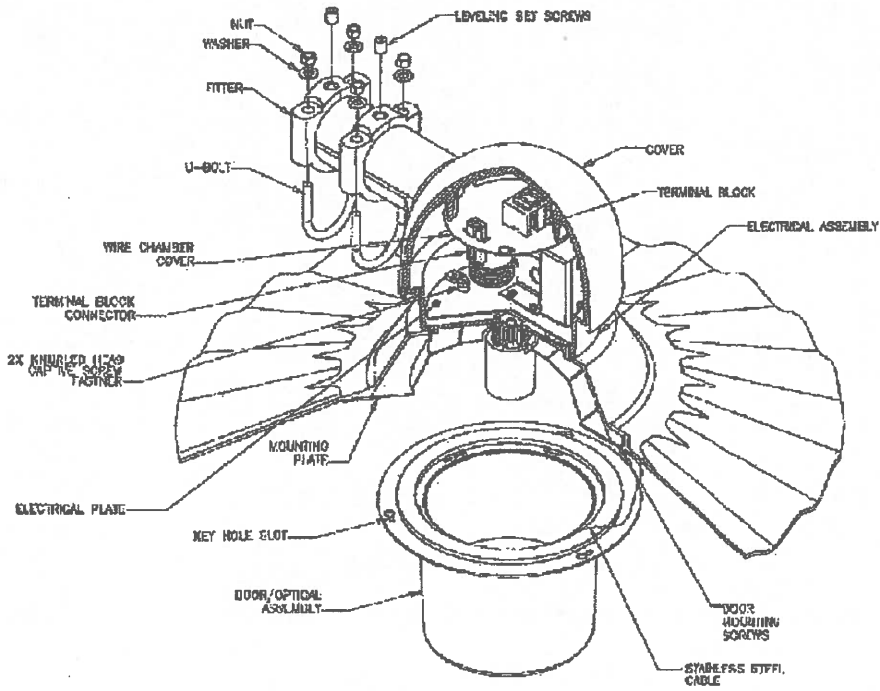
ARM MOUNT



GR1520

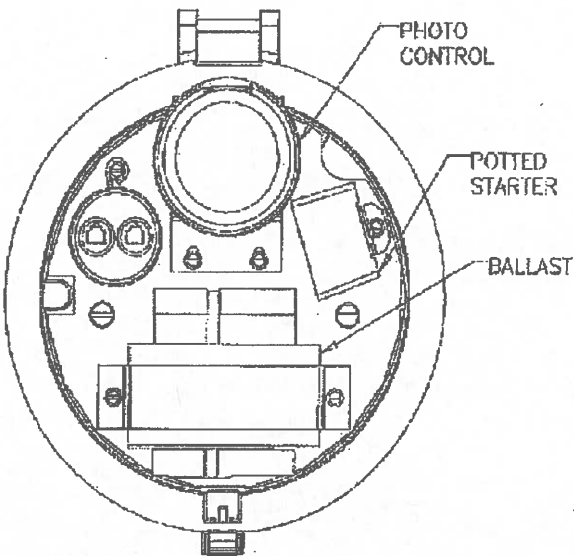
Figure 6

RADIAL WAVE



GR1550

Figure 7



GRI803

3.2.7 Use components supplied by Holophane. Place the new components exactly as were the original components and reuse the original fasteners to secure them. Check for pinched wires before tightening down the replacement components. Tighten all fasteners firmly. Bundle and secure the wiring in a manner similar to the way it was originally secured to avoid pinching of wires when reinstalling the module into the housing. Replace all shields/insulation as originally installed.

3.2.8 Re-install the Electrical Plate by engaging the two knurled head captive screws fasteners, plug in the lamp connector

3.2.9 If the unit is supplied with a potted starter or photo control, re-install them. Place the potted starter in the strap provided and reconnect the electrical connector. The photo control is re-installed by twisting it clockwise. (Fig 7)

3.2.10 Reconnect the electrical assembly connector to the terminal block connector and latch cover to the electrical assembly.

3.2.11 Electrically energize the fixture and check for proper operation.

4. LIMITED WARRANTY AND LIMITATION OF LIABILITY

The Holophane limited warranty and limitation of liability is published in the "Terms and Conditions" section of the current Holophane buyer's guide, and is available from your local Holophane sales representative.

4.1 Failure to properly install this unit will void all Warranties.


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LEADER IN LIGHTING SOLUTIONS

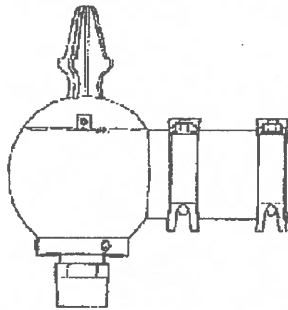
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Acuity Brands Lighting, Inc.
3825 Columbus Rd SW, Granville, OH 43029

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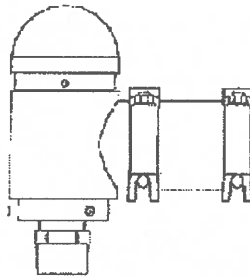
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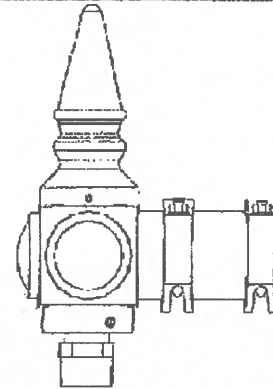
**AFTER INSTALLATION DELIVER THIS
MANUAL TO OWNER**



Boston Harbor



Glas Werks



West Liberty

GR1530

IMPORTANT SAFETY INSTRUCTIONS

WARNING – READ THESE INSTRUCTIONS CAREFULLY BEFORE ATTEMPTING TO INSTALL OR MAINTAIN THIS FIXTURE. WORK MUST BE DONE BY QUALIFIED PERSONNEL.

WARNING – BE CERTAIN THAT ALL ELECTRICAL POWER IS DISCONNECTED FROM THE FIXTURE BEFORE INSTALLING OR MAINTAINING THE FIXTURE.

**FAILURE TO FOLLOW THESE WARNINGS
MAY RESULT IN DEATH, INJURY OR SIGNIFICANT
PROPERTY DAMAGE.**

1 INTRODUCTION

1.1 Product Description.

- The fitter line is designed for mounting the pendant style luminaires to horizontal 2 3/8" diameter arms.
- The fitters use U-bolts, washers, nuts and set screws to fasten the Decorative Arm Fitters to the support arms.
- The fitter has a removable top casing (Finial) that can be removed for wiring access.
- The fitter has an optional version with a twistlock photocontrol receptacle that replaces the finial.

1.2 Alternate Information Sources.

Holophane
Field Service Department
P.O. Box 3004
Newark, OH 43058-3004
(866) 759-1577

2 INSTALLATION

2.1 Tools and Materials Required.

TABLE 1. Installation Tools and Materials

DESCRIPTION	USE
1/4" Allen wrench	Set screw
3/8" Allen wrench	Set screw
1/2" Allen wrench	Set screw
3/8" Wrench	Nut

2.2 Fitter Installation.

2.2.1 Loosen the finial set screws and remove the finial.

2.2.2 Feed electrical supply wires through the fitter and through the threaded fitting. Slip the fitter over the support arm being certain that the end of the arm seats fully into the fitter. See Figure 1.

2.2.3 Tighten the nuts on the U-bolts to 30-40 FT. LBS. If necessary, adjust the leveling set screws so that the fitter is installed level.

2.2.4 Standard Filters: Reinstall the finial and tighten the finial set screws.

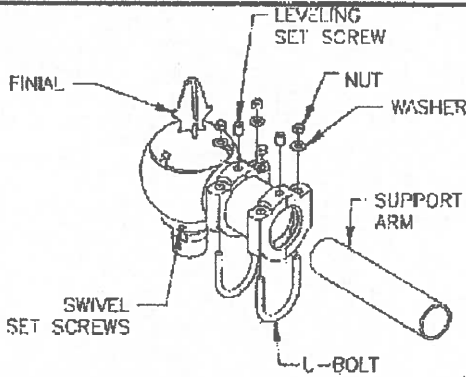
Photocontrol Fitters: Refer to the wiring diagram (see Figure 4) and wire the leads from the support arm to the photocontrol receptacle and to the luminaire. Once it is correctly wired, reinstall the photocontrol receptacle assembly. Rotate the photocontrol receptacle assembly until the north arrow on the receptacle is pointing north. Tighten the photocontrol receptacle assembly set screws. See figure 3.

CAUTION

REMOVE NPT PENDENT THREAD PROTECTIVE CAP
CARE SHOULD BE TAKEN TO NOT DAMAGE THREADS WHILE
REMOVING THREAD PROTECTION COVER

2.2.5 Thoroughly inspect threads for damage. DO NOT attempt to assemble with another part if any thread damage is found. Attach the luminaire to the fitter following the instructions in the luminaire's installation and Maintenance Manual. Use care not to damage the electrical supply wires during attachment of the luminaire. The pendent on the Swivel Mount Fitter has flats so a wrench can be used to tighten it in the luminaire mounting assembly. See figure 2.

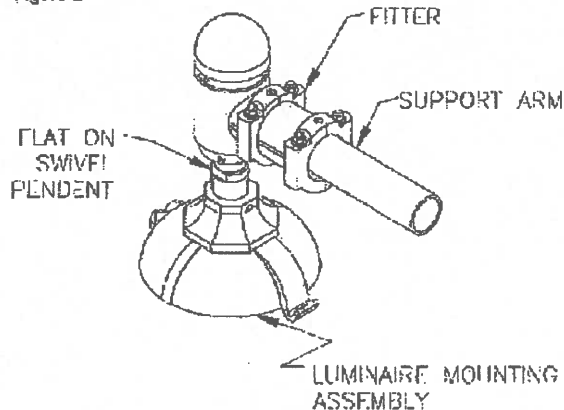
Figure 1



GR1331

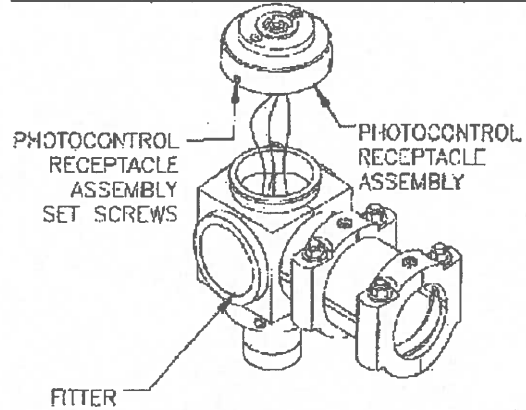
2.2.6 Swivel Mount Fitters allow a small adjustment if the luminaire is not vertical. Loosen the three swivel set screws to plumb the luminaire and retighten these screws to 10-12 FT. LBS.

Figure 2



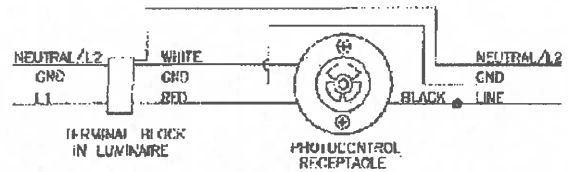
GR1332

Figure 3



GR1353

Figure 4



GR1354

3 Limited Warranty and Limitation of Liability

The Holophane limited warranty and limitation of liability is published in the "Terms and Conditions" section of the current Holophane buyer's guide, and is available from your local Holophane sales representative.



Acuity Lighting Group, Inc.
214 Oakwood Ave., Newark, OH 43056

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Made in USA

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT



CITY OF PANAMA CITY BEACH

**PCB24-11 ITB FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT**

**APPENDIX I
EXECUTED GRANT AGREEMENT**

State of Florida
Department of Economic Opportunity

Federally Funded
Community Development Block Grant
Disaster Recovery (CDBG-DR) Hometown Revitalization
Program
Subrecipient Agreement

THIS AGREEMENT is entered into by the State of Florida, Department of Economic Opportunity, (hereinafter referred to as “DEO”) and Panama City Beach, Florida hereinafter referred to as “Subrecipient” (each individually a “Party” and collectively “the Parties”).

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

WHEREAS, pursuant to the authority of the Supplemental Appropriations for Disaster Relief Act, 2018 Public Law (P.L.) P.L. 115-254, approved October 5, 2018, and the Additional Supplemental Appropriations for Disaster Relief Act, 2019 P.L 116-20, approved June 6, 2019 (together referred to as “the 2018 and 2019 Appropriations Acts”). The requirements of the 2018 and 2019 Appropriations Acts and implementing regulations at 24 CFR part 570, and the requirements of the Federal Register (FN) notice, 85 FR 4681 (January 27, 2020), (hereinafter referred to as the “Federal Register Guidance”), as now in effect and as may be amended from time to time, and as modified by waivers, alternative requirements, and other requirements described in in Federal Register notices published as of this date or in the future, the U.S. Department of Housing and Urban Development (hereinafter referred to as “HUD”) has awarded Community Development Block Grant - Disaster Recovery (CDBG-DR) funds to DEO for activities authorized under Title I of the Housing and Community Development Act of 1974 (42 United States Code (U.S.C.) 5301 *et seq.*) and described in the 2020 State of Florida Action Plan for Disaster Recovery(hereinafter referred to as the “Action Plan”). DEO is hereinafter referred to from time to time as “Grantee”.

WHEREAS, CDBG-DR funds made available for use by Subrecipient under this Agreement constitute a subaward of the Grantee’s Federal award, the use of which must be in accordance with requirements imposed by Federal statutes, regulations and the terms and conditions of DEO’s Federal award.

WHEREAS, Subrecipient has legal authority to enter into this Agreement and by signing this Agreement, Subrecipient represents and warrants to DEO that it will comply with all the requirements of the subaward described herein.

WHEREAS, the aggregate use of CDBG-DR funds shall principally benefit low- and moderate-income persons in a manner that ensures at least 70 percent of the grant amount awarded under this Agreement is expended for activities that benefit such persons.

NOW THEREFORE, DEO and Subrecipient agree to the following:

(1) Scope of Work. The Scope of Work for this Agreement includes Attachment A, Scope of Work. With respect to Attachment B, Project Budget, and Attachment C, Activity Work Plan, Subrecipient shall submit to DEO such Attachments in conformity with the current examples attached hereto as necessary and appropriate. Provided further, if there is a disagreement between the Parties, with respect to the formatting and contents of such attachments, then DEO's decisions with respect to same shall prevail, at DEO's sole and absolute discretion.

(2) Incorporation of Laws, Rules, Regulations and Policies. Subrecipient agrees to abide by all applicable State and Federal laws, rules and regulations, as now in effect and as may be amended from time to time, including but not limited to, the Federal laws and regulations set forth in 24 CFR Part 570 applicable Federal Register Notices, and the State's Action Plan, and all applicable CDBG-DR regulations and guidelines.

Subrecipient shall ensure that all its activities under this Contract shall be conducted in conformance with these provisions, as applicable: 45 CFR Part 75, 29 CFR Part 95, 2 CFR Part 200, 20 CFR Part 601, 24 CFR Part 570 subpart I, *et seq.*, and all other applicable federal laws, regulations, and policies governing the funds provided under this Agreement as now in effect and as may be amended from time to time.

(3) Period of Agreement. This Agreement begins upon execution by both Parties (the "Effective Date") and ends thirty-six (36) months after execution by DEO, unless otherwise terminated as provided in this Agreement. DEO shall not grant any extension of this Agreement unless Subrecipient provides justification satisfactory to DEO in its sole discretion and DEO's Director of the Division of Community Development approves such extension.

(4) Modification of Agreement. Modifications to this Agreement shall be valid only when executed in writing by the Parties. Any modification request by Subrecipient constitutes a request to negotiate the terms of this Agreement. DEO may accept or reject any proposed modification based on DEO's sole determination and absolute discretion, that any such acceptance or rejection is in the State's best interest.

(5) Records.

- (a) Subrecipient's performance under this Agreement shall be subject to 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards as now in effect and as may be amended from time to time.
- (b) Representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, and representatives of the Federal government and their duly authorized representatives shall have access to any of Subrecipient's books, documents, papers and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.
- (c) Subrecipient shall maintain books, records and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by DEO under this Agreement.
- (d) Subrecipient will provide to DEO all necessary and appropriate financial and compliance audits in accordance with Paragraph (7), Audit Requirements and Attachments I and J herein and ensure that all related party transactions are disclosed to the auditor.
- (e) Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement and the compliance of all subrecipients, contractors, subcontractors and consultants paid from funds under this Agreement for a period of six (6) years from the date DEO issues the final closeout for this award.. Subrecipient shall also comply with the provisions of 24 CFR 570.493 and 24 CFR 570.502(a)(7)(ii). Subrecipient shall further ensure that audit working papers are available upon request for a period of six

- (6) years from the date DEO issues the final closeout of this Agreement, unless extended in writing by DEO. The six-year period may be extended for the following reasons:
1. Litigation, claim or audit initiated before the six-year period expires or extends beyond the six-year period, in which case the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
 2. Records for the disposition of non-expendable personal property valued at \$1,000 or more at the time of acquisition shall be retained for six (6) years after final disposition.
 3. Records relating to real property acquired shall be retained for six (6) years after the closing on the transfer of title.
- (f) Subrecipient shall maintain all records and supporting documentation for Subrecipient and for all contractors, subcontractors and consultants paid from funds provided under this Agreement, including documentation of all program costs in a form sufficient to determine compliance with the requirements and objectives of the scope of work and all other applicable laws and regulations.
- (g) Subrecipient shall either (i) maintain all funds provided under this Agreement in a separate bank account or (ii) ensure that Subrecipient's accounting system shall have sufficient internal controls to separately track the expenditure of all funds from this Agreement. Provided further, that the only option available for advanced funds is to maintain such advanced funds in a separate bank account. There shall be no commingling of funds provided under this Agreement with any other funds, projects or programs. DEO may, in its sole discretion, disallow costs made with commingled funds and require reimbursement for such costs as described herein, Subparagraph (21)(c), Repayments.
- (h) Subrecipient, including all of its employees or agents, contractors, subcontractors and consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the Federal government or their duly authorized representatives. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.
- (6) Audit Requirements.**
- (a) Subrecipient shall conduct a single or program-specific audit in accordance with the provisions of 2 CFR part 200 if it expends seven hundred fifty thousand dollars (\$750,000) or more in Federal awards from all sources during its fiscal year.
- (b) Within sixty (60) calendar days of the close of Subrecipient's fiscal year, on an annual basis, Subrecipient shall electronically submit a completed Audit Compliance Certification to audit@deo.myflorida.com, and DEO's grant manager; a blank version of which is attached hereto as Attachment J. Subrecipient's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between DEO and Subrecipient.
- (c) In addition to the submission requirements listed in Attachment I, Audit Requirements, Subrecipient shall send an electronic copy of its audit report to DEO's grant manager for this Agreement by June 30 following the end of each fiscal year in which it had an open CDBG-DR subgrant.
- (d) Subrecipient shall also comply with the Federal Audit Clearinghouse rules and directives, including but not limited to the pertinent Report Submissions provisions of 2 CFR 200.512, when such provisions are applicable to this Agreement.

(7) Reports.

Subrecipient shall provide DEO with all reports and information set forth in Attachment G, Reports. The monthly reports and administrative closeout reports must include the current status and progress of Subrecipient and all subcontractors in completing the work described in Attachment A, Scope of Work, and

the expenditure of funds under this Agreement. Within 10 calendar days of a request by DEO, Subrecipient shall provide additional program updates or information. Without limiting any other remedy available to DEO, if all required reports and copies are not sent to DEO or are not completed in a manner acceptable to DEO, payments may be withheld until the reports are completed to DEO's satisfaction. DEO may also take other action as stated in Paragraph (12) Remedies or otherwise allowable by law.

(8) Inspections and Monitoring.

- (a) Subrecipient shall cooperate and comply DEO, HUD, and auditors with any inspections and will immediately provide access to records and financial statements as deemed necessary by DEO, HUD, and their respective auditors at least in accordance with requirements of 2 CFR part 200 and 24 CFR 570.489.
- (b) Subrecipient shall cooperate and comply with monitoring of its activities as deemed necessary to ensure that the subaward is used for authorized purposes in compliance with federal statutes, regulations, of this Agreement.
- (c) Without limiting the actions DEO, HUD, or their respective investigators may take, monitoring procedures will include at a minimum: (1) reviewing financial and performance reports required by the Grantee, (2) following-up and ensuring that Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to Subrecipient from the Grantee as detected through audits, on-site reviews and other means, and (3) issuing a management decision for audit findings pertaining to this Federal award provided to Subrecipient from the Grantee as required by 2 CFR §200.521.
- (d) Corrective Actions: DEO may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits DEO may require Subrecipient to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to Subrecipient from the pass-through entity as detected through audits, on-site reviews and other means. In response to audit deficiencies or other findings of noncompliance with this agreement, DEO may in its sole discretion and without advance notice, impose additional conditions on the use of the CDBG-DR funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance. DEO may also take other action as stated in Paragraph (12) Remedies or otherwise allowable by law.

(9) Duplication of Benefits.

Subrecipient shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 U.S.C. 5155 *et seq.*) and described in Appropriations Acts. Subrecipient must comply with HUD's requirements for duplication of benefits, as described in the Federal Register and HUD guidance (including HUD training materials). Subrecipient shall carry out the activities under this Agreement in compliance with DEO's procedures to prevent duplication of benefits. Subrecipient shall sign a Subrogation Agreement (See Attachment M).

(10) Liability.

- (a) If Subrecipient is a state agency or subdivision, as defined in Section 768.28(2), F.S., pursuant to Section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.
- (b) Subrecipient assumes sole responsibility for the training and oversight of the parties it deals with or employs to carry out the terms of this Agreement to the extent set forth in Section 768.28, Florida Statutes. Subrecipient shall hold DEO harmless against all claims of whatever nature arises from the work and services performed by third parties under this Agreement. For purposes of this Agreement, Subrecipient agrees that it is not an employee or agent of DEO, but is an independent contractor.
- (c) Subrecipient agrees to be fully responsible for its negligent or tortious acts or omissions, which result in claims or suits against DEO. Subrecipient agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, F.S. Nothing herein shall be construed as

consent by DEO or the State of Florida to be sued by third parties in any matter arising out of any agreement, contract, or subcontract.

- (d) Nothing herein is intended to serve as a waiver of sovereign immunity by DEO or Subrecipient.

(11) Events of Default.

If any of the following events occur ("Events of Default"), DEO may, in its sole and absolute discretion, elect to terminate any obligation to make any further payment of funds, exercise any of the remedies set forth in Paragraph (12) Remedies or pursue any remedy at law or in equity, without limitation:

- (a) Any warranty or representation is made by Subrecipient, in this Agreement or any previous agreement with DEO, is or becomes false or misleading in any respect, or if Subrecipient fails to keep or perform any of the obligations, terms, or covenants in this Agreement or any previous agreement with DEO or HUD, and/or has not cured them in timely fashion and/or is unable or unwilling to meet its obligations under this Agreement and/or as required by statute, rule, or regulation;
- (b) Any material adverse change occurs in the financial condition of Subrecipient at any time during the term of this Agreement and Subrecipient fails to cure this adverse change within thirty (30) calendar days from the date written notice is sent by DEO;
- (c) If Subrecipient fails to submit any required report or submits any required report with incorrect, incomplete or insufficient information or fails to submit additional information as requested by DEO;
- (d) If Subrecipient fails to perform or timely complete any of its obligations under this Agreement, including participating in DEO's Implementation Workshop. The Parties agree that in the event DEO elects to make payments or partial payments after any Events of Default, it does so without waiving the right to exercise any remedies allowable herein or at law and without becoming liable to make any further payment.
- (e) Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Subrecipient believes is excusable under this paragraph, Subrecipient shall notify DEO in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Subrecipient could reasonably foresee that a delay could occur as a result or (2) within five (5) calendar days after the date Subrecipient first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE SUBRECIPIENT'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. DEO, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Subrecipient of its decision in writing. No claim for damages, other than an extension of time, shall be asserted against DEO. Subrecipient shall not be entitled to an increase in the Agreement price or payment of any kind from DEO for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, Subrecipient shall perform at no increased cost, unless DEO determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to DEO or the State, in which case, DEO may do any or all of the following: (1) accept allocated performance or deliveries from Subrecipient, provided that Subrecipient grants preferential treatment to DEO with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Subrecipient for the related costs and expenses) to replace all or part of the products or services that are

DEO Agreement No.: M0048

the subject of the delay, which purchases may be deducted from the Agreement quantity or (3) terminate the Agreement in whole or in part.

(12) Remedies.

If an Event of Default occurs, DEO may in its sole discretion and without limiting any other right or remedy available, provide thirty (30) calendar days written notice to Subrecipient and if Subrecipient fails to cure within those thirty (30) calendar days DEO may choose to exercise one or more of the following remedies, either concurrently or consecutively:

- (a) Terminate this Agreement upon written notice by DEO sent in conformity with Paragraph (16) Notice and Contact;
- (b) Begin any appropriate legal or equitable action to enforce performance of this Agreement;
- (c) Withhold or suspend payment of all or any part of a request for payment;
- (d) Demand Subrecipient return to DEO any funds used for ineligible activities or unallowable costs under this Agreement or any applicable law, rule or regulation governing the use of the funds; and
- (e) Exercise any corrective or remedial actions, including but not limited to:
 1. Requesting additional information from Subrecipient to determine the reasons for or the extent of non-compliance or lack of performance;
 2. Issuing a written warning to advise that more serious measures may be taken if the situation is not corrected; and/or
 3. Advising Subrecipient to suspend, discontinue or refrain from incurring costs for any activities in question.
- (f) Exercise any other rights or remedies which may be otherwise available under law.

Pursuit of any of the above remedies does not preclude DEO from pursuing any other remedies in this Agreement or provided at law or in equity. Failure to exercise any right or remedy in this Agreement or failure by DEO to require strict performance does not affect, extend or waive any other right or remedy available or affect the later exercise of the same right or remedy by DEO for any other default by Subrecipient.

(13) Dispute Resolution.

DEO shall decide disputes concerning the performance of the Agreement, and document dispute decisions in writing and serve a copy of same on Subrecipient. All decisions are final and conclusive unless Subrecipient files a petition for administrative hearing with DEO within twenty-one (21) days from the date of receipt of the decision. Exhaustion of administrative remedies prescribed in Chapter 120, F.S., is an absolute condition precedent to Subrecipient's ability to pursue any other form of dispute resolution; provided however, that the Parties may mutually agree to employ the alternative dispute resolution procedures outlined in Chapter 120, F.S.

(14) Citizen Complaints.

The goal of DEO is to provide an opportunity to resolve complaints in a timely manner, usually within fifteen (15) business days of the receipt of the complaint as expected by HUD, if practicable, and to provide the right to participate in the process and appeal a decision when there is reason for an applicant to believe its application was not handled according to program policies. All applications, guidelines and websites will include details on the right to file a complaint or appeal and the process for filing a complaint or beginning an appeal.

Applicants are allowed to appeal program decisions related to one of the following activities:

- (a) A program eligibility determination,
- (b) A program assistance award calculation, or
- (c) A program decision concerning housing unit damage and the resulting program outcome.

Citizens may file a written complaint or appeal through the Office of Long-Term Resiliency email at CDBG-DR@deo.myflorida.com or submit by postal mail to the following address:

Attention: Office of Long-Term Resiliency
Florida Department of Economic Opportunity
107 East Madison Street
The Caldwell Building, MSC 160
Tallahassee, Florida 32399

Subrecipient will handle citizen complaints by conducting:

- (a) Investigations as necessary,
- (b) Resolution, and
- (c) Follow-up actions.

If the complainant is not satisfied by Subrecipient's determination, then the complainant may file a written appeal by following the instructions issued in the letter of response. If, at the conclusion of the appeals process, the complainant has not been satisfied with the response, a formal complaint may then be addressed directly to the DEO at:

Department of Economic Opportunity
Caldwell Building, MSC-400
107 E Madison Street
Tallahassee, FL 32399

The Florida Office of Long-Term Resiliency operates in Accordance with the Federal Fair Housing Law (The Fair Housing Amendments Act of 1988). Anyone who feels he or she has been discriminated against may file a complaint of housing discrimination: 1-800-669-9777 (Toll Free), 1-800-927-9275 (TTY) or www.hud.gov/fairhousing.

(15) Termination.

- (a) DEO may immediately suspend or terminate this Agreement for cause by providing written notice, from the date notice is sent by DEO. Cause includes, but is not limited to; an Event of Default as set for in this Agreement: Subrecipient's improper or ineffective use of funds provided under this Agreement; fraud; lack of compliance with any applicable rules, regulations, statutes, executive orders, HUD guidelines, policies, directives or laws; failure, for any reason, to timely and/or properly perform any of Subrecipient's obligations under this Agreement; submission of reports that are incorrect or incomplete in any material respect and refusal to permit public access to any document, paper, letter or other material subject to disclosure under law, including Chapter 119, F.S., as amended. The aforementioned reasons for termination are listed in the immediately preceding sentence for illustration purposes but are not limiting DEO's sole and absolute discretion with respect to DEO's right to terminate this Agreement. In the event of suspension or termination, Subrecipient shall not be entitled to recover any cancellation charges or unreimbursed costs.
- (b) DEO may unilaterally terminate this Agreement, in whole or in part, for convenience by providing Subrecipient fourteen (14) days written notice from the date notice is sent by DEO, setting forth the reasons for such termination, the effective date and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, DEO determines that the remaining portion of the award will not accomplish the purpose for which the award was made, DEO may terminate the

DEO Agreement No.: M0048

portion of the award which will not accomplish the purpose for which the award was made. Subrecipient shall continue to perform any work not terminated. In the event of termination for convenience, Subrecipient shall not be entitled to recover any cancellation charges or unreimbursed costs for the terminated portion of work.

- (c) The Parties may terminate this Agreement for their mutual convenience in writing, in the manner agreed upon by the Parties, which must include the effective date of the termination.
- (d) In the event that this Agreement is terminated, Subrecipient shall not incur new obligations under the terminated portion of the Agreement after the date Subrecipient has received the notification of termination. Subrecipient shall cancel as many outstanding obligations as possible. DEO shall disallow all costs incurred after Subrecipient's receipt of the termination notice. DEO may, to the extent authorized by law, withhold payments to Subrecipient for the purpose of set-off until the exact amount of damages due to DEO from Subrecipient is determined.
- (e) Upon expiration or termination of this Agreement Subrecipient shall transfer to DEO any CDBG-DR funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG-DR funds.
- (f) Any real property under Subrecipient's control that was acquired or improved in whole or in part with CDBG-DR funds (including CDBG-DR funds provided to subrecipient in the form of a loan) in excess of \$25,000 must either:
 - 1. Be used to meet a national objective until five years after expiration or termination of this Agreement, unless otherwise agreed upon by the Parties, or except as otherwise set forth herein; or
 - 2. If not used to meet a national objective, Subrecipient shall pay to DEO an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG-DR funds for the acquisition or improvement of the property for five years after expiration or termination of this Agreement.
- (g) The rights and remedies under this clause are in addition to any other rights or remedies provided by law or under this Agreement.

(16) Notice and Contact.

- (a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, first class or certified mail with return receipt requested, email with confirmation of receipt of email from Subrecipient, to the representative identified below at the address set forth below or said notification attached to the original of this Agreement.
- (b) The name and address of DEO's Grant Manager for this Agreement is:

Berenice Hernandez Avila
107 E. Madison St.
Tallahassee, FL 32399
Phone: 850-921-3283
Email: Berenice.HernandezAvila@deo.myflorida.com

- (c) The name and address of the Local Government Project Contact for this Agreement is:

Kathryn Younce, Assistant Public Works Director
116 S. Arnold Road
Panama City Beach, FL 32413
Phone: 850-233-5100 ext. 2407
Email: Kathy.Younce@pcbfl.gov

- (d) If different representatives or addresses are designated by either Party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other Party to this Agreement. Such change shall not require a formal amendment of the Agreement.

(17) Contracts.

If Subrecipient contracts any of the work required under this Agreement, a copy of the proposed contract template and any proposed amendments, extensions, revisions or other changes thereto, must be forwarded to the DEO grant manager for prior written approval. For each contract, Subrecipient shall report to DEO as to whether that contractor or any subcontractors hired by the contractor, is a minority vendor, as defined in Section 288.703, F.S. Subrecipient shall comply with the procurement standards in 2 CFR §200.318 - §200.327 and §200.330 when procuring property and services under this Agreement (refer to Attachments D & E).

Subrecipient shall include the following terms and conditions in any contract pertaining to the work required under this Agreement:

- (a) the period of performance or date of completion;
- (b) the performance requirements;
- (c) that the contractor is bound by the terms of this Agreement;
- (d) that the contractor is bound by all applicable State and Federal laws, rules, and regulations;
- (e) that the contractor shall hold DEO and Subrecipient harmless against all claims of whatever nature arising out of the contractor's performance of work under this Agreement;
- (f) the obligation of Subrecipient to document in Subrecipient's reports the contractor's progress in performing its work under this Agreement;
- (g) the requirements of 2 CFR Appendix II to Part 200 – Contract Provision for Non-Federal Entity Contract Under Federal Awards – (refer to Attachment L)

Subrecipient must comply with CDBG regulations regarding debarred or suspended entities (24 CFR 570.489(l)), pursuant to which CDBG funds must not be provided to excluded or disqualified persons and provisions addressing bid, payment, performance bonds, if applicable, and liquidated damages.

Subrecipient shall maintain oversight of all activities performed under this Agreement and shall ensure that its contractors perform according to the terms and conditions of the procured contracts or agreements and the terms and conditions of this Agreement.

(18) Terms and Conditions.

This Agreement contains all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous understandings. No waiver by DEO may be effective unless made in writing by an authorized DEO official.

(19) Attachments.

- (a) If any inconsistencies or conflict between the language of this Agreement and the attachments arise, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

- (b) This Agreement contains the following attachments:

- Attachment A – Scope of Work
- Attachment B – Project Budget (Example)
- Attachment C – Activity Work Plan (Example)
- Attachment D – Program and Special Conditions
- Attachment E – State and Federal Statutes, Regulations and Policies
- Attachment F – Civil Rights Compliance
- Attachment G – Reports
- Attachment H – Warranties and Representations
- Attachment I – Audit Requirements
 - Exhibit 1 to Attachment I – Funding Sources
- Attachment J – Audit Compliance Certification
- Attachment K – SERA Access Authorization Form
- Attachment L – 2 CFR Appendix II to Part 200
- Attachment M – Subrogation Agreement

(20) Funding/Consideration.

- (a) The funding for this Agreement shall not exceed One Million Four Hundred Forty-Two Thousand Seven Hundred Fifty-Two Dollars and Ninety-Six Cents (\$1,442,752.96) subject to the availability of funds. The State of Florida and DEO's performance and obligation to pay under this Agreement is contingent upon annual appropriations by the Legislature and subject to any modification in accordance with Chapter 216, F.S. or the Florida Constitution.
- (b) DEO will provide funds to Subrecipient by issuing a Notice of Subgrant Award/Fund Availability ("NFA") through DEO's financial management information system. Each NFA may contain specific terms, conditions, assurances, restrictions or other instructions applicable to the funds provided by the NFA. By accepting funds made available through an NFA, Subrecipient agrees to comply with all terms, conditions, assurances, restrictions or other instructions listed in the NFA.
- (c) By execution of this Agreement, Subrecipient certifies that necessary written administrative procedures, processes and fiscal controls are in place for the operation of its CDBG-DR program for which Subrecipient receives funding from DEO. These written administrative procedures, processes and fiscal controls must, at minimum, comply with applicable state and federal law, rules, regulations, guidance and the terms of this Agreement. Subrecipient agrees to comply with all the terms and conditions of Attachment D, Program and Special Conditions.
- (d) Subrecipient shall expend funds only for allowable costs and eligible activities, in accordance with the Scope of Work.
- (e) Subrecipient shall request all funds in the manner prescribed by DEO. The authorized signatory for Subrecipient set forth on the SERA Access Authorization Form, Attachment K, to this Agreement, must approve the submission of each Request for Funds ("RFF") on behalf of Subrecipient.
- (f) Except as set forth herein, or unless otherwise authorized in writing by DEO, costs incurred for eligible activities or allowable costs prior to the effective date of this Agreement are ineligible for funding with CDBG-DR funds.
- (g) If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the Federal Office of Management and Budget, the Florida Legislature, the State Chief Financial Officer or under Subparagraph (22), Mandated Conditions of this Agreement, all obligations on the part of DEO to make any further payment of funds will terminate and Subrecipient shall submit its administrative closeout report and subgrant agreement closeout package as directed by DEO within thirty (30) calendar days from receipt of notice from DEO.

- (h) Subrecipient is ultimately responsible for the administration of this Agreement, including monitoring and oversight of any person or entity retained or hired by Subrecipient.
- (i) All expenditures under this Agreement shall be made in accordance with this Agreement and any applicable state or federal statutes, rules, or regulations.
- (j) Funding for this Agreement is appropriated under Public Law 115-254, Division I, the “Supplemental Appropriations for Disaster Relief Act, 2018” and Public Law 116-20, the “Additional Supplemental Appropriations for Disaster Relief Act, 2019” for the purpose of assisting in long-term recovery from major disasters that occurred in 2017, 2018, and 2019 in accordance with the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121 et seq., (the “Stafford Act”).
- (k) CDBG-DR funds, appropriated and identified by Public Law, are governed by one or more Federal Register notices that contain requirements, applicable waivers, and alternative requirements that apply to the use of these funds.

(21) Repayments.

- (a) Subrecipient shall only expend funding under this Agreement for allowable costs resulting from obligations Incurred during the Agreement period. Subrecipient shall ensure that its contractors, subcontractors and consultants only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period.
- (b) In accordance with Section 215.971, F.S., Subrecipient shall refund to DEO any unobligated funds which have been advanced or paid.
- (c) Subrecipient shall refund to DEO any funds paid in excess of the amount to which Subrecipient or its contractors, subcontractors or consultants are entitled under the terms and conditions of this Agreement.
- (d) Subrecipient shall refund to DEO any funds received for an activity if the activity does not meet one of the three National Objectives listed in 24 CFR § 570.483(b), (c), and (d); provided, however, Subrecipient is not required to repay funds for subgrant administration unless DEO, in its sole discretion, determines Subrecipient is at fault for the ineligibility of the activity in question.
- (e) Subrecipient shall refund to DEO any funds not spent in accordance with the conditions of this Agreement or applicable law. Such reimbursement shall be sent to DEO, by Subrecipient, within thirty (30) calendar days from Subrecipient’s receipt of notification of such non-compliance.
- (f) In accordance with Section 215.34(2), F.S., if a check or other draft is returned to DEO for collection, Subrecipient shall pay to DEO a service fee of \$15.00 or five percent of the face amount of the returned check or draft, whichever is greater. All refunds or repayments to be made to DEO under this Agreement are to be made payable to the order of “Department of Economic Opportunity” and mailed directly to DEO at the following address:

Department of Economic Opportunity
Community Development Block Grant Programs Cashier
107 East Madison Street – MSC 400
Tallahassee, Florida 32399-6508

(22) Mandated Conditions.

- (a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations and materials submitted or provided by Subrecipient in this Agreement, in any later submission or response to a DEO request or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations and materials are incorporated herein by reference.
- (b) This Agreement shall be construed under the laws of the State of Florida and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. The Parties explicitly waive any right to jury trial.

- (c) If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then that provision shall be null and void only to the extent of the conflict or unenforceability, and that provision shall be severable from and shall not invalidate any other provision of this Agreement.
- (d) Any power of approval or disapproval granted to DEO under the terms of this Agreement shall survive the term of this Agreement.
- (e) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.
- (f) Subrecipient shall comply with all applicable local, state and federal laws, including the Americans With Disabilities Act of 1990, as amended; the Florida Civil Rights Act, as amended, Chapter 760, Florida Statutes; Title VII of the Civil Rights Act of 1964, as amended; (P.L. 101-336, 42 U.S.C. § 12101 *et seq.*) and laws which prohibit discrimination by public and private entities on in employment, public accommodations, transportation, state and local government services and telecommunications.
- (g) Pursuant to Section 287.133(2)(a), F.S., a person or affiliate, as defined in Section 287.133(1), F.S., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of thirty-five thousand dollars (\$35,000) for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By executing this Agreement, Subrecipient represents and warrants that neither it nor any of its affiliates is currently on the convicted vendor list. Subrecipient shall disclose if it or any of its affiliates is placed on the convicted vendor list.
- (h) Pursuant to Section 287.134(2)(a), F.S., an entity or affiliate, as defined in Section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity. By executing this Agreement, Subrecipient represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list. Subrecipient shall disclose if it or any of its affiliates is placed on the discriminatory vendor list.
- (i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
- (j) In the event travel is pre-approved by DEO, any bills for travel expenses shall be submitted and reimbursed in accordance with Section 112.061, F.S., the rules promulgated thereunder and 2 CFR § 200.474.
- (k) If Subrecipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to DEO or be applied against DEO's obligation to pay the Agreement award amount.
- (l) Subrecipient hereby acknowledges that Subrecipient is subject to Florida's Government in the Sunshine Law (Section 286.011, F.S.) with respect to the meetings of Subrecipient's governing board or the meetings of any subcommittee making recommendations to the governing board. Subrecipient hereby agrees that all such aforementioned meetings shall be publicly noticed, open to the public and the minutes of all the meetings shall be public records made available to the public in accordance with Chapter 119, F.S.
- (m) Subrecipient shall comply with section 519 of P. L. 101-144, the Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1990; and section 906 of P.L. 101-625, the Cranston-Gonzalez National Affordable Housing Act, 1990, by having, or adopting within ninety (90) days of execution of this Agreement, and enforcing, the following:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.
- (n) Upon expiration or termination of this Agreement, Subrecipient shall transfer to DEO any CDBG-DR funds remaining at the time of expiration or termination, and any accounts receivable attributable to the use of CDBG-DR funds.

(23) Lobbying Prohibition.

- (a) No funds or other resources received from DEO under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.
- (b) Subrecipient certifies, by its signature to this Agreement, that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
 3. Subrecipient shall require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose as described in this Agreement. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

(24) Copyright, Patent and Trademark.

Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the State of Florida. Any and all copyrights accruing under or in connection with the performance of this Agreement are hereby transferred by Subrecipient to the State of Florida.

- (a) If Subrecipient has a pre-existing patent or copyright, Subrecipient shall retain all rights and entitlements to that pre-existing patent or copyright unless this Agreement expressly provides otherwise.
- (b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement or in any way connected with it, Subrecipient shall refer the discovery or invention to DEO for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films or other copyrightable material are produced, Subrecipient shall notify DEO. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by Subrecipient to the State of Florida.
- (c) Within thirty (30) calendar days of execution of this Agreement, Subrecipient shall disclose all intellectual properties relating to the performance of this Agreement which give rise to a patent or copyright.

Subrecipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists, and DEO shall have the right to all patents and copyrights which accrue during performance of the Agreement.

(25) Legal Authorization.

- (a) Subrecipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. Subrecipient certifies that the undersigned person has the authority to legally execute and bind Subrecipient to the terms of this Agreement. DEO may, at its discretion, request documentation evidencing the undersigned has authority to bind Subrecipient to this Agreement as of the date of execution; any such documentation is incorporated herein by reference.
- (b) Prior to the execution of this Agreement Subrecipient warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, investigation or any other legal or financial condition that would in any way prohibit, restrain or diminish Subrecipient's ability to satisfy its obligations. Subrecipient shall immediately notify DEO in writing if its ability to perform is compromised in any manner during the term of the Agreement.

(26) Public Record Responsibilities.

- (a) In addition to Subrecipient's responsibility to directly respond to each request it receives for records, in conjunction with this Agreement and to provide the applicable public records in response to such request, Subrecipient shall notify DEO of the receipt and content of all such requests by sending an email to PRRequest@deo.myflorida.com within one (1) business day from receipt of the request.
- (b) Subrecipient shall keep and maintain public records required by DEO to perform Subrecipient's responsibilities hereunder. Subrecipient shall, upon request from DEO's custodian of public records, provide DEO 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 by Chapter 119, F.S., or as otherwise provided by law. Subrecipient shall allow public access to all documents, papers, letters or other materials made or received by Subrecipient in conjunction with this Agreement, unless the records are exempt from Article I, Section 24(a) of the Florida Constitution and Section 119.07(1), F.S. For records made or received by Subrecipient in conjunction with this Agreement, Subrecipient shall respond to requests to inspect or copy such records in accordance with Chapter 119, F.S. For all such requests for records that are public records, as public records are defined in Section 119.011, F.S., Subrecipient shall be responsible for providing such public records per the cost structure provided in Chapter 119, F.S., and in accordance with all other requirements of Chapter 119, F.S., or as otherwise provided by law.
- (c) This Agreement may be terminated by DEO for refusal by Subrecipient to comply with Florida's public records laws or to allow public access to any public record made or received by Subrecipient in conjunction with this Agreement.
- (d) If, for purposes of this Agreement, Subrecipient is a "contractor" as defined in Section 119.0701(1)(a), F.S. ("Subrecipient-contractor"), Subrecipient-contractor shall transfer to DEO, at no cost to DEO, all public records upon completion including termination, of this Agreement or keep and maintain public records required by DEO to perform the service. If Subrecipient-contractor transfers all public records to the public agency upon completion of the Agreement, Subrecipient-contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Subrecipient-contractor keeps and maintains public records upon completion of the Agreement, Subrecipient-contractor shall meet all applicable requirements for retaining public records in accordance with Chapters 119 and 257, F.S. All records stored electronically must be provided to DEO, upon request from DEO's custodian of public records, in a format that is compatible with the information technology systems of DEO.
- (e) If DEO does not possess a record requested through a public records request, DEO shall notify Subrecipient-contractor of the request as soon as practicable, and Subrecipient-contractor must provide

the records to DEO or allow the records to be inspected or copied within a reasonable time, but in all cases within fourteen (14) business days. If Subrecipient-contractor does not comply with DEO's request for records, DEO shall enforce the provisions set forth in this Agreement. Subrecipient-contractor who fails to provide public records to DEO within a reasonable time may be subject to penalties under Section 119.10, F.S.

- (f) Subrecipient shall notify DEO verbally within twenty-four (24) hours and in writing within seventy-two (72) hours if any data in Subrecipient's possession related to this Agreement is subpoenaed or improperly used, copied or removed (except in the ordinary course of business) by anyone except an authorized representative of DEO. Subrecipient shall cooperate with DEO, in taking all steps as DEO deems advisable, to prevent misuse, regain possession or otherwise protect the State's rights and the data subject's privacy.
- (g) Subrecipient acknowledges that DEO is subject to the provisions of Chapter 119, F.S., relating to public records and that reports, invoices and other documents Subrecipient submits to DEO under this Agreement constitute public records under Florida Statutes. Subrecipient shall cooperate with DEO regarding DEO's efforts to comply with the requirements of Chapter 119, F.S.
- (h) If Subrecipient submits records to DEO that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by Subrecipient prior to submittal to DEO. Failure to identify the legal basis for each exemption from the requirements of Chapter 119, F.S., prior to submittal of the record to DEO serves as Subrecipient's waiver of a claim of exemption. Subrecipient shall ensure 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 Agreement term and following completion of the Agreement if Subrecipient-contractor does not transfer the records to DEO upon completion, including termination, of this Agreement.
- (i) **IF SUBRECIPIENT-CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT-CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via email at PRRequest@deo.myflorida.com, or by mail at Department of Economic Opportunity, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.**
- (j) To the extent allowable by law, Subrecipient shall be fully liable for the actions of its agents, employees, partners, contractors and subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to public record requests or public record law violation(s), alleged to be caused in whole or in part by Subrecipient, its agents, employees, partners, contractors or subcontractors, provided, however, that Subrecipient does not indemnify for that portion of any costs or damages proximately caused by the negligent act or omission of the State or DEO. DEO, in its sole discretion, has the right, but not the obligation, to enforce this indemnification provision.
- (k) DEO does not endorse any Subrecipient, commodity, or service. Subject to Chapter 119, F.S., Subrecipient shall not publicly disseminate any information concerning this Agreement without prior written approval from DEO, including, but not limited to, mentioning this Agreement in a press release or other promotional material, identifying DEO or the State as a reference, or otherwise linking Subrecipient's name and either a description of the Agreement or the name of DEO or the State in any material published, either in print or electronically, to any other entity that is not a Party to this Agreement, except potential or actual employees, agents, representatives or subcontractors with the professional skills necessary to perform the work services required by the Agreement.
- (l) Subrecipient shall comply with the requirements set forth in Section 119.0701, F.S., when entering into any public agency contract for services after the Effective Date of this Agreement. Subrecipient shall

amend each of Subrecipient's public agency contracts for services already in effect as of the Effective Date of this Agreement and which contract will or may be funded in whole or in part with any public funds. DEO may terminate this Agreement if Subrecipient does not comply with this provision.

(27) Employment Eligibility Verification.

(a) Section 448.095, F.S., requires the following:

1. Every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

2. A private employer shall, after making an offer of employment which has been accepted by a person, verify such person's employment eligibility. A private employer is not required to verify the employment eligibility of a continuing employee hired before January 1, 2021. However, if a person is a contract employee retained by a private employer, the private employer must verify the employee's employment eligibility upon the renewal or extension of his or her contract.

(b) E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at:

<https://www.e-verify.gov/>

(c) If the Recipient does not use E-Verify, the Recipient shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

(28) Program Income.

(a) Subrecipient shall report to DEO all program income (as defined at 24 CFR § 570.500(a) or in the Federal Register Guidance governing the CDBG-DR funds) generated by activities carried out with CDBG-DR funds made available under this Agreement as part of Subrecipient's Quarterly Progress Report. Subrecipient shall use program income in accordance with the applicable requirements of 24 CFR part 200, 24 CFR part 570.504, and the terms of this Agreement.

(b) Program income generated after closeout shall be returned to DEO. Program income generated prior to closeout shall be returned to DEO unless the program income is used to fund additional units of CDBG-DR activities, specified in a modification to this Agreement and duly executed prior to administrative closeout.

(29) National Objectives.

All activities funded with CDBG-DR funds must meet the criteria for one of the CDBG program's National Objectives. Subrecipient certifies that the activities carried out under this Agreement shall meet the following national objectives and satisfy the following criteria:

- (a) Benefit to low- and moderate- income persons;
- (b) Aid in prevention or elimination of slums or blight; and
- (c) Meet a need having particular urgency (referred to as urgent need).

(30) Independent Contractor.

- (a) In Subrecipient's performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed that Subrecipient is at all times acting and performing as an independent contractor. Nothing in this Agreement is intended to or shall be deemed to constitute an employer/employee relationship, partnership or joint venture between the Parties. Subrecipient shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. Nothing in this Agreement shall be construed to create any agency or employment relationship between DEO, Subrecipient, its employees, subcontractors or agents. Neither Party shall have any right, power or authority to assume, create or incur any expense, liability or obligation, express or implied, on behalf of the other.
- (b) Subrecipient, its officers, agents, employees, subcontractors or assignees, in performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee, agent, joint venturer, or partner of the State of Florida.
- (c) Subrecipient shall have sole right to control the manner, method and means by which the services required by this Agreement are performed. DEO shall not be responsible to hire, supervise or pay Subrecipient's employees. Neither Subrecipient, nor its officers, agents, employees, subcontractors or assignees are entitled to State retirement or State leave benefits, or to any other compensation of State employment as a result of performing the duties and obligations of this Agreement.
- (d) Subrecipient agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, employee, servant, joint venturer or partner of the State of Florida.
- (e) Unless justified by Subrecipient, and agreed to by DEO in the Scope of Work, DEO will not furnish services of support (*e.g.*, office space, office supplies, telephone service, secretarial or clerical support) to Subrecipient or its subcontractor or assignee.
- (f) DEO shall not be responsible for withholding taxes with respect to Subrecipient's use of funds under this Agreement. Subrecipient shall have no claim against DEO for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits or employee benefits of any kind. Subrecipient shall ensure that its employees, subcontractors and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.
- (g) Subrecipient, at all times during the Agreement, must comply with the reporting and Reemployment Assistance contribution payment requirements of Chapter 443, F.S.
- (h) DEO shall not be responsible for provide any training to Subrecipient, its employees, assigns, agents, representatives or subcontractors in the professional skills necessary to perform the work services required by this Agreement; DEO may provide training in the form of an Implementation Workshop in keeping with implementation


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**State of Florida
Department of Economic Opportunity
Federally Funded Subrecipient Agreement
Signature Page**

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and in the attachments and exhibits hereto, the Parties executed this Agreement by their duly authorized undersigned officials.

PANAMA CITY BEACH, FLORIDA

**DEPARTMENT OF ECONOMIC
OPPORTUNITY**

By 
Signature
Drew Whitman

By 
Signature
Dane Eagle

Title City Manager

Title Secretary


Date 01-04-22

Date 3/15/2022

Federal
Tax ID # 59-6045116
DUNS # 18095984

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

**OFFICE OF GENERAL COUNSEL
DEPARTMENT OF ECONOMIC OPPORTUNITY**

By 
AA5D1E9D97084B4...

Approved Date: 3/10/2022

Attachment A – Scope of Work

1. PROGRAM DESCRIPTION:

The Florida Department of Economic Opportunity (DEO) has allocated \$60,406,429 in funding for the Rebuild Florida Hometown Revitalization Program through the Community Development Block Grant – Disaster Recovery (CDBG-DR) Program by the U.S. Department of Housing and Urban Development (HUD) to address unmet disaster recovery needs related to damage from Hurricane Michael. Federal Register requirements clearly state that funds may be used only for disaster relief and long-term recovery in communities affected by the specified disaster. Requirements provide that funds be directed to areas with the greatest need. All CDBG-DR funded eligible activities must tie to storm damage as specified in and not prior to the Presidential Disaster Declaration 4399 for Hurricane Michael on October 11, 2018.

Projects must meet a CDBG-DR National Objective such as: Benefit LMI persons, Slum and Blight or address an Urgent Need. Additional information can be found in the Federal Register, Volume 85, No.17.

Projects eligible for funding under this program include:

- Public facility improvements, including streetscapes, lighting, sidewalks,
- Acquisition, demolition, site preparation, or rehabilitation or commercial structures carried out by a unit of local government.
- Assistance to small businesses for rehabilitation and physical improvements to their places of business. Façade improvements to private or public structures in commercial area.

2. **PROJECT DESCRIPTION: Panama City Beach** has been awarded One Million Four Hundred Forty-Two Thousand Seven Fifty-Two Dollars and Ninety-Six Cents **(\$1,442,752.96)** in CDBG-DR Community Development Block Grant – Disaster Recovery funding to repair or replace 143 street lighting fixtures. Lining Front Beach Road and South Thomas Drive are approximately 143 crucial lighting fixtures that support public wellness and safety on this busy main road. Each of the 143 lighting fixtures sustained damage during Hurricane Michael and they continue to pose a safety hazard. Historically, this highly trafficked roadway is heavily utilized to support residents and visitors traveling to supermarkets, retail stores, and restaurants in the area. The recovery of this area is critical to the economic strength of the surrounding communities and small businesses alike. The streetlights in need of repairs or replacement are located along a stretch of road covering Front Beach Road from North Thomas Drive to South Thomas Drive and South Thomas Drive from Front Beach Road to Thomas Drive. Of the 143 streetlights, one needs a complete replacement of the entire light structure, all 143 require replacement of the arm (either single or double) and lighting fixture, 142 need new LED bulbs, and all 143 need rewiring.

3. SUBRECIPIENT RESPONSIBILITIES:

A. CDBG-DR Hometown Revitalization Policies, Procedures and Implementation

Panama City Beach will conduct the program design and implementation services necessary to mobilize and launch its production implementation systems to support the programs and projects to help people, properties and communities recover from storm related damage due to Hurricane Michael as follows:

1. Complete and submit to DEO within forty-five (45) days of agreement execution, a staffing plan for the Panama City Beach CDBG-DR Program that includes:
 - a. Organizational chart; and,
 - b. Job descriptions for Subrecipient's employees, contracted staff, vendors, and contractors.
 - c. Scope of work and procurement plan for all contracted staff, vendors, and contractors.
2. Develop and submit a copy of the following policies and procedures to the DEO Agreement Manager within forty-five (45) days of agreement execution:
 - a. Procurement policies and procedures that incorporate 2 CFR Part 200.317-327.
 - b. Administrative financial management policies, which must comply with all applicable HUD CDBG-DR and State of Florida rules.
 - c. Quality assurance and quality control system policies and procedures that comply with all applicable HUD CDBG-DR and DEO Policies
 - d. Policies and procedures that at a minimum, include information about the Hometown Revitalization application process, application requirements, underwriting criteria, compliance requirements, and reporting methodology
 - e. Policies and procedures to detect and prevent fraud, waste and abuse that describe how the subrecipient will verify the accuracy of applicant information, monitoring policy indicating how and why monitoring is conducted, the frequency of monitoring, and which items will be monitored, and procedure for referring instances of fraud, waste and abuse to HUD Office of Inspector General (OIG) Fraud Hotline (phone: 1-800-347-3735 or email: hotline@hudoig.gov).
 - f. Policies and procedures for the requirements under 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award.
3. Establish and administer a system of record and production and grants management reporting systems within forty-five (45) days of agreement execution.
4. Complete and submit a Project Detail Budget (Attachment B) for approval by DEO no later than thirty (30) days after the execution of the subrecipient agreement.
5. Complete and submit an Activity Work Plan (Attachment C) for approval by DEO no later than thirty (30) days after the execution of the subrecipient agreement.
6. Maintain organized subrecipient agreement files and make them accessible to DEO or its representatives upon request.
7. Comply with all terms and conditions of the subrecipient agreement, Hometown Revitalization Program Guidelines and Design, Action Plan, Action Plan Amendments, and Federal, State and local laws.
8. Attend fraud related training by HUD OIG to assist in the proper management of CDBG-DR grant funds when available.
9. Update all applicable Hometown Revitalization policies and procedures as needed and upon DEO request.
10. Complete procurement of all vendors for internal grants management and compliance and direct program and project production, including:
 - a. Selection of vendors, subrecipients, and/or staff that will be responsible for managing applicant intake and related operations, compliance, finance and administration;
 - b. Selection of vendors, subrecipients, and/or staff that will be responsible for managing demolition and/or construction;
 - c. Selection of vendors, subrecipients, and/or staff that will be responsible for managing Land and Structure Buyout; and,
 - d. Selection of vendors, subrecipients, and/or staff that will be responsible for Appraisal, Environmental Review, title services, and legal services.
11. Meet or exceed federal underwriting standards. Subrecipients must establish underwriting criteria that, at a minimum, complies with CDBG underwriting criteria found at 24 CFR 570.209. Project costs must

be demonstrated to be reasonable. All other sources of financing must be committed or otherwise unavailable to the applicant. Project costs must be need-based, and documentation must be sufficient to prove that CDBG funds will not supplant non-federal financial funding or support.

12. Include the following statement on all program materials and applications "Warning: Any person who knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729."

13. Ensure all projects seeking assistance under the current CDBG-DR funds for Hurricane Michael, and any future funds allocated for Hurricane Michael, provided by DEO, receive the required Environmental Clearance from DEO prior to the Subrecipient being able to commit CDBG-DR funds.

14. Evaluate each grant applicant for the potential for duplication of benefits and decline any grant amount that would constitute such a duplication.

15. Develop and submit a monthly revised detailed timeline for implementation consistent with the milestones outlined in the Hometown Revitalization program guidelines and report actual progress against the projected progress.

16. Develop and submit both a monthly and quarterly report to DEO by the 10th day of the following month or quarter, that outlines the progress made to date, the projected activities to be completed in the upcoming month or quarter, and any risks or issues identified for the delivery of the project. The reports must include metrics that demonstrate the implementation costs to date with projected spending, and any other information DEO determines is necessary.

17. Obtain approval from DEO and FEMA before conveying ownership.

18. Provide scope of land use in accordance with DEO's direction, prior to closing.

19. Enforce the proper land use according to *83 Fed. Reg. 5863* in perpetuity for a use that is compatible with open space, recreational, or floodplain and wetlands management practices.

20. Enforce and monitor all deed restrictions.

21. Approve the conveying of property and the proper use of land.

22. Utilize a certified appraiser for each property that is eligible to be acquired.

23. Utilize a certified damage inspector, insurance adjuster reports, or similar documentation to assess damages of each property to assure that damages were caused by Hurricane Michael.

4. DELIVERABLES: Subrecipient agrees to provide the following services as specified:

A. Deliverable No. 1- Project Implementation

Subrecipient shall complete the following tasks:

1. Conduct general grant management which include:
 - a. Maintain project records.
 - b. Prepare and submit invoices
2. Conduct required review of Davis-Bacon Payrolls(s).
3. Respond to citizen complaints.
4. Project management to include schedules, record review, development, and scoring.
5. Selecting contractors and monitoring/reviewing deliverables.

B. Deliverable No. 2- Construction

Subrecipient shall complete the following tasks:

1. Complete emergency repairs.
2. Contractor shall procure and install approximately 70 hurricane resistant streetlights along Front Beach Road and South Thomas Drive in Panama City Beach, Florida
3. Complete construction vendor contract closeout and final inspections.

5. DEO RESPONSIBILITIES:

- A. Monitor the ongoing activities of Subrecipient to ensure all activities are being performed in accordance with the Agreement to the extent required by law or deemed necessary be DEO in its discretion
- B. Assign a Grant Manager as a point of contact for Subrecipient
- C. Review Subrecipient’s invoices described herein and process them on a timely basis
- D. DEO shall monitor progress, review reports, conduct site visits, as DEO determines necessary at DEO’s sole and absolute discretion, and process payments to Subrecipient

6. DELIVERABLES:

Subrecipient agrees to provide the following services as specified:

Deliverable No. 1 – Project Implementation		
Tasks	Minimum Level of Service	Financial Consequences
Subrecipient shall complete Project Implementation tasks as detailed in Section 4.A of this Scope of Work	Subrecipient shall request reimbursement upon completion of a minimum of one (1) task on a per completed task basis associated with a completed task as identified in Deliverable 2 of this Scope of Work as evidenced by submittal of the following documentation: <ul style="list-style-type: none"> 1) Payroll documentation 2) Meeting Notice, agenda, presentation, minutes, comments, Sign-in sheets (electronic list if virtual) (if applicable), 4) Presentation materials, financial records related to project activities (if applicable); 5) Bid package (if applicable) 6) Documentation for and attendance of monitoring visits by DEO (if applicable); 7) Copy of inspection report (if applicable) 8) Invoice package in accordance with Section 7 of this Scope of Work. 	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable.

DEO Agreement No.: M0048

Deliverable No. 1 Cost: \$150,706.05		
Deliverable No. 2 – Construction		
Tasks	Minimum Level of Service	Financial Consequences
Subrecipient shall complete tasks as detailed in Section 4.B of this Scope of Work	The Subrecipient shall be reimbursed upon completion of a minimum of one (1) project deliverable task as detailed in Attachment A, Section 4.B as evidenced by: 1) AIA forms G702/G703 or similar DEO approved industry standard forms signed by the contractor and certifies by the engineer performing inspection services for the project. 2) Invoices(s) submitted in accordance with Section 7 of this Scope of Work.	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable.
Deliverable No. 2 Cost: \$1,292,046.91		
Total Project Costs Not to Exceed: \$1,442,752.96		

COST SHIFTING: The deliverable amounts specified within the Deliverables section 6 table above are established based on the Parties' estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict DEO's ability to approve and reimburse allowable costs Panama City Beach, Florida incurred providing the deliverables herein. Prior written approval from DEO's Grant Manager is required for changes to the above Deliverable amounts that do not exceed **10%** of each deliverable total funding amount. Changes that exceed **10%** of each deliverable total funding amount will require a formal written amendment request from Panama City Beach, as described in **MODIFICATION** section of the Agreement. Regardless, in no event shall DEO reimburse costs of more than the total amount of this Agreement.

7. INVOICE SUBMITTAL

DEO shall reimburse Subrecipient in accordance with Section 3, above. In accordance with the Funding Requirements of s. 215.971(1), F.S. and Section 5 of this Agreement, Subrecipient and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during this Agreement. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures

(<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>) .

DEO Agreement No.: M0048

1. Subrecipient shall provide one invoice per month for services rendered during the applicable period as defined in the deliverable table. In any month no deliverable has been completed, Subrecipient will provide notice that no invoicing will be submitted.
2. The following documents shall be submitted with the itemized invoice:
 - a. A cover letter signed by Subrecipient's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section 3, DELIVERABLES, of this SCOPE OF WORK; (3) have been paid; and (4) were incurred during this Agreement.
 - b. Subrecipient's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date;
 - c. A certification by a licensed professional using AIA forms G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project, is complete.
 - d. Photographs of the project in progress and completed work;
 - e. A copy of all supporting documentation for vendor payments;
 - f. A copy of the bank statement that includes the cancelled check or evidence of electronic funds transfer. The State may require any other information from Subrecipient that the State deems necessary to verify that the services have been rendered under this Agreement.
3. Subrecipient's invoice and all documentation necessary to support payment requests must be submitted into DEO's Subrecipient Management Reporting Application (SERA). Further instruction on SERA invoicing and reporting, along with a copy of the invoice template, will be provided upon execution of the Agreement.

(The remainder of this page left blank intentionally.)

Attachment C – Activity Work Plan (Example)

Subrecipient _____ Activity: _____ Project Budget: _____

Contract Number: _____ Date Prepared: _____ Modification Number: _____

Start Date (month/year)	End Date (month/year)	Describe Proposed Action to be Completed by the "End Date."	Estimated Units to be Completed by the "End Date"	Estimated Funds to be Requested by the "End Date"

Attachment D – Program and Special Conditions

1. Subrecipient shall demonstrate that progress is being made in completing project activities in a timely fashion pursuant to the activity work plan. If Subrecipient does not comply with the activity work plan schedule, a justification for the delay and a plan for timely accomplishment shall be submitted to DEO within 21 calendar days of receiving DEO's request for justification for the delay. Any project for which Subrecipient has not completed the activities listed in the Activity Work Plan may be rescinded unless DEO agrees that Subrecipient has provided adequate justification for the delay.
2. Subrecipient shall maintain records of expenditure of funds from all sources that will allow accurate and ready comparison between the expenditures and the budget/activity line items as defined in the Project Detail Budget and Activity Work Plan.
3. Subrecipient shall request DEO's approval for all professional services contracts and/or agreements that will be reimbursed with CDBG-DR funds. Copies of the following procurement documents must be provided to DEO for review:
 - a. When publication of a Request for Proposal (RFP) is used as a means of solicitation, a copy of the advertisement, including an affidavit of publication;
 - b. DEO will either approve the procurement or notify Subrecipient that the procurement cannot be approved because it violates State, Federal or local procurement guidelines. Subrecipient shall notify DEO in writing no later than 90 calendar days from the effective date of this agreement if it will not be procuring any professional services or if it will be using non-CDBG-DR funds to pay for professional services.
4. Prior to the obligation or disbursement of any funds, except for administrative expenses and not to exceed \$5,000, Subrecipient shall complete the following:
 - a. Submit for DEO's approval the documentation required in paragraph 3 above for any professional services contract. Subrecipient proceeds at its own risk if more than the specified amount is incurred before DEO approves the procurement. If DEO does not approve the procurement of a professional services contract, the local government will not be able to use CDBG-DR funds for that contract beyond \$5,000.
 - b. Comply with 24 CFR part 58 and the regulations implementing the National Environmental Policy Act, 40 CFR §1500-1508. When Subrecipient has completed the environmental review process, it shall submit a Request for Release of Funds and Certification. DEO will issue an Authority to Use Grant Funds (form HUD-7015.16) when this condition has been fulfilled to the satisfaction of DEO. **If DEO has not issued an Authority to use Grant Funds within 15 days of Subrecipient's submission of the required documentation, DEO shall provide Subrecipient a written update regarding the status of the review process. "SUBRECIPIENT SHALL NOT BEGIN CONSTRUCTION BEFORE DEO HAS ISSUED THE "AUTHORITY TO USE GRANT FUNDS."**
5. Subrecipient agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. §4601-4655; hereinafter, the "URA"), implementing regulations at 24 CFR part 42, 49 CFR part 24 and 24 CFR §570.606(b), the requirements of 24 CFR §42.325 – 42.350 governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. §5304(d)), and the requirements in 24 CFR §570.606(d), governing optional relocation assistance policies.
6. If Subrecipient undertakes any activity subject to the URA, Subrecipient shall document completion of the acquisition by submitting all documentation required for a desk monitoring of the acquisition, including a notice to property owners of his or her rights under the URA, an invitation to accompany the appraiser, all appraisals, offer to the

owner, acceptance, contract for sale, statement of settlement costs, copy of deed, waiver of rights (for donations), as applicable. The documentation shall be submitted prior to completing the acquisition (closing) so that DEO can determine whether remedial action may be needed. Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR §570.606(b)(2), that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project.

7. Subrecipient shall timely submit completed forms for all prime and subcontractors as required by this Agreement, DEO, HUD, and applicable, regulations and guidance laws, specifically including but not limited to:
 - a. Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions);
 - b. Section 3 Participation Report (Construction Prime Contractor);
 - c. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Subcontractor), (if applicable); and
 - d. Section 3 Participation Report (Construction Subcontractor), (if applicable).
8. In addition, each construction contract or agreement for new or replacement housing must contain language that requires the contractor to meet the Green Building Standard for Replacement and New Construction of Residential Housing, as defined in the Allocation notice published in the Federal Register Volume 81, Number 224 on Monday, November 21, 2016.
9. For each Request for Funds (RFF) that includes reimbursement of construction costs, Subrecipient shall provide a copy of the American Institute of Architects (AIA) form G702, Application and Certification for Payment, or a comparable form approved by DEO, signed by the contractor and inspection engineer, and a copy of form G703, Continuation Sheet, or a comparable form approved by DEO. For each RFF that includes construction costs, Subrecipient shall provide a copy of AIA form G702, or a comparable form approved by DEO, if applicable, signed by the contractor and the local building inspector or housing specialist and a copy of form G703, or a comparable form approved by DEO, if applicable.
10. For each project, when Subrecipient issues the Notice to Proceed to the contractor(s), copies of the following documents shall be sent to DEO:
 - a. Notice to Proceed;
 - b. The contractor's performance bond (100 percent of the contract price); and
 - c. The contractor's payment bond (100 percent of the contract price).
11. Subrecipient shall undertake an activity each quarter to affirmatively further fair housing pursuant to 24 CFR § 570.487(b)(4).
12. Subrecipient shall ensure that a deed restriction is recorded on any real property or facility, excluding easements, acquired with CDBG-DR funds. This restriction shall limit the use of that real property or facility to the use stated in the subgrant application and that title shall remain in the name of Subrecipient. Such deed restriction shall be made a part of the public records in the Clerk of Court of the county in which the real property is located. Any future disposition of that real property shall be in accordance with 24 CFR § 570.505. Any future change of use of real property shall be in accordance with 24 CFR § 570.489(j).
13. Subrecipient shall comply with the historic preservation requirements of the National Historic Preservation Act of 1966, as amended, the procedures set forth in 36 CFR part 800, and the Secretary of the Interior's Standards for Rehabilitation, codified at 36 CFR 67, and Guidelines for Rehabilitating Historic Buildings.

14. Pursuant to section 102(b), Public Law 101-235, 42 U.S.C. §3545, Subrecipient shall update and submit Form HUD 2880 to DEO within thirty (30) calendar days of Subrecipient's knowledge of changes in situations which would require that updates be prepared. Subrecipient must disclose:
 - a. All developers, contractors, consultants and engineers involved in the application or in the planning, development or implementation of the project or CDBG-DR-funded activity; and
 - b. Any person or entity that has a financial interest in the project or activity that exceeds \$50,000 or 10 percent of the grant, whichever is less.
15. If required, Subrecipient shall submit a final Form HUD 2880, to DEO with Subrecipient's request for administrative closeout, and its absence or incompleteness shall be cause for rejection of the administrative closeout.
16. Conflicts of interest relating to procurement shall be addressed pursuant to 24 CFR §570.489(g). Title 24 CFR §570.489(h) shall apply in all conflicts of interest not governed by 24 CFR § 570.489(g), such as those relating to the acquisition or disposition of real property; CDBG-DR financial assistance to beneficiaries, businesses or other third parties; or any other financial interest, whether real or perceived. Additionally, Subrecipient agrees to comply with, and this Agreement is subject to, Chapter 112 F.S.
17. Any payment by Subrecipient using CDBG-DR funds for acquisition of any property, right-of-way, or easement that exceeds fair market value as determined through the appraisal process established in HUD Handbook 1378 shall be approved in writing by DEO prior to distribution of the funds. Should the Recipient fail to obtain DEO pre-approval, any portion of the cost of the acquisition exceeding Fair Market Value shall not be paid or reimbursed with CDBG-DR funds.
18. Subrecipient shall take photographs or video of all activity locations prior to initiating any construction. As the construction progresses, additional photography or videography shall document the ongoing improvements. Upon completion of construction, final documentation of the activity locations will be provided to DEO with the administrative closeout package for this Agreement.
19. If an activity is designed by an engineer, architect or other licensed professional, it shall be certified upon completion by a licensed professional as meeting the specifications of the design, as may have been amended by change orders. The date of completion of construction shall be noted as part of the certification. This certification shall be accomplished prior to submission of an administrative closeout package and a copy of the certification shall be submitted with the administrative closeout package.

Attachment E – State and Federal Statutes, Regulations, and Policies

The CDBG-DR funds available to Subrecipient through this agreement constitute a subaward of the Grantee's Federal award under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200. This agreement includes terms and conditions of the Grantee's Federal award that are imposed on Subrecipient and Subrecipient agrees to carry out its obligations in compliance with all of the obligations described in this agreement.

Subrecipient agrees to, and, by signing this Agreement, certifies that, it will comply with all applicable provisions of the Housing and Community Development Act of 1974, as amended, and the regulations at 24 CFR part 570, as modified by the Federal Register notices that govern the use of CDBG-DR funds available under this agreement. These Federal Register notices include, but are not limited to, Federal Register Guidance Vol. 83, No. 28/Friday, February 9, 2018/Notices and Vol. 83, No. 157/Tuesday, August 14, 2018/Notices. Notwithstanding the foregoing, (1) Subrecipient does not assume any of Grantee's responsibilities for environmental review, decision-making and action, described in 24 CFR part 58 and (2) Subrecipient does not assume any of the Grantee's responsibilities for initiating the review process under the provisions of 24 CFR Part 52. Subrecipient shall also comply with all other applicable Federal, state and local laws, regulations and policies as now in effect and as may be amended from time to time that govern the use of the CDBG-DR funds in complying with its obligations under this agreement, regardless of whether CDBG-DR funds are made available to Subrecipient on an advance or reimbursement basis.

Subrecipient also agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available. Subrecipient further agrees to comply with all other applicable Federal, State and local laws, regulations and policies governing the funds provided under this Agreement, including, but not limited to the following:

I. State of Florida Requirements

State of Florida Requirements are stated throughout this Agreement and Attachments thereto.

II. Audits, Inspections, and Monitoring

1. Single Audit

Subrecipient must be audited as required by 2 CFR part 200, subpart F when it is expected that Subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

2. Inspections and Monitoring

Subrecipient shall permit the Grantee and auditors to have access to Subrecipient's records and financial statements as necessary for the Grantee to meet the requirements of 2 CFR part 200.

Subrecipient must submit to monitoring of its activities by the Grantee as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this agreement.

This review must include:

- (1) reviewing financial and performance reports required by the Grantee;
- (2) following-up and ensuring that Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to Subrecipient from the Grantee detected through audits, on-site reviews, and other means; and

(3) issuing a management decision for audit findings pertaining to this Federal award provided to Subrecipient from the Grantee as required by 2 CFR §200.521.

3. Corrective Actions

Subrecipient shall be subject to reviews and audits by the Grantee, including onsite reviews of Subrecipient as may be necessary or appropriate to meet the requirements of 42 U.S.C. 5304(e)(2). The Grantee may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits. The Grantee may require Subrecipient to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews and other means. In response to audit deficiencies or other findings of noncompliance with this agreement, Grantee may impose additional conditions on the use of the CDBG-DR funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance.

III. Drug-Free Workplace

Drug-free workplace. Subrecipients must comply with drug-free workplace requirements in Subpart B of part 2429, which adopts the government-wide implementation (2 CFR part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

IV. Procurement and Contractor Oversight

Subrecipient shall comply with the procurement standards in 2 CFR §200.318-327 when procuring property and services under this agreement. Subrecipient shall impose the Subrecipient's obligations under this agreement on its contractors, specifically or by reference, so that such obligations will be binding upon each of its contractors.

Subrecipient must comply with CDBG regulations regarding debarred or suspended entities, specifically including, 24 CFR 570.609 and 24 CFR 570.489, as applicable. CDBG funds may not be provided to excluded or disqualified persons.

Subrecipient shall maintain oversight of all activities under this agreement and shall ensure that for any procured contract or agreement, its contractors perform according to the terms and conditions of the procured contracts or agreements, and the terms and conditions of this agreement. To check for debarred or suspended entities, please visit <https://www.sam.gov/SAM/>

V. Property Standards

Real property acquired by Subrecipient under this agreement shall be subject to 24 CFR 570.489(j) and 24 CFR 570.200(j). Subrecipient shall also comply with the Property Standards at 2 CFR 200.310, 2 CFR 200.312, 2 CFR 200.314-316. Subrecipient shall also comply with 2 CFR 200.313 Equipment, except that when the equipment is sold, the proceeds shall be program income and equipment not needed by Subrecipient for activities under this agreement shall be transferred to the Grantee for its CDBG-DR program or shall be retained after compensating the Grantee.

Subrecipient shall also comply with the Property Standards in 2 CFR 200.310-316, except to the extent they are inconsistent with 24 CFR 570.200(j) and 24 CFR 570.489(j), in which case Subrecipient shall comply with 24 CFR 570.200(j) and 24 CFR 570.489(j), except to the extent that proceeds from the sale of equipment are program income and subject to the program income requirements under this agreement, pursuant to 24 CFR 570.489(e)(1)(ii).

VI. Federal Funding Accountability and Transparency Act (FFATA)

Subrecipient shall comply with the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). Subrecipient must have an active registration in SAM, <https://www.sam.gov/SAM/> in accordance with 2 CFR part 25, appendix A, and must have a Data Universal Numbering System (DUNS) number <https://fedgov.dnb.com/webform/>. Subrecipient must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

VII. Relocation and Real Property Acquisition

Subrecipient shall comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), 42 USC 4601 – 4655, 49 CFR part 24, 24 CFR part 42, and 24 CFR 570.606.

In addition to other URA requirements, these regulations (49 CFR § 24.403(d)) implement Section 414 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 USC § 5181, which provides that "Notwithstanding any other provision of law, no person otherwise eligible for any kind of replacement housing payment under the URA shall be denied such eligibility as a result of his being unable, because of a major disaster as determined by the President, to meet the occupancy requirements set by such Act."

VIII. Nondiscrimination

1. 24 CFR part 6

Subrecipient will comply with 24 CFR part 6, which implements the provisions of section 109 of title I of the Housing and Community Development Act of 1974 (Title I) (42 U.S.C. 5309). Section 109 provides that no person in the United States shall, on the ground of race, color, national origin, religion or sex, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance. Subrecipient will adhere to the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) (Age Discrimination Act) and the prohibitions against discrimination on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) (Section 504). Section 109 of the HCDA makes these requirements applicable to programs or activities funded in whole or in part with CDBG-DR funds. Thus, Subrecipient shall comply with regulations of 24 CFR part 8, which implement Section 504 for HUD programs, and the regulations of 24 CFR part 146, which implement the Age Discrimination Act for HUD programs.

2. Architectural Barriers Act and the Americans with Disabilities Act

Subrecipient shall ensure that its activities are consistent with requirements of Architectural Barriers Act and the Americans with Disabilities Act. The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed or altered with funds allocated or reallocated under this part after December 11, 1995 and meets the definition of "residential structure" as defined in 24 CFR 40.2 or the definition of "building" as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

3. State and Local Nondiscrimination Provisions

Subrecipient must comply with the Florida Small and Minority Business Assistance Act (§288.703-288.706, F.S.); Title VI of the Civil Rights Act of 1964 (24 CFR part 1).

1. General Compliance:

Subrecipient shall comply with the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended. No person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or

activity funded by this agreement. The specific nondiscrimination provisions at 24 CFR 1.4 apply to the use of these funds. Subrecipient shall not intimidate, threaten, coerce or discriminate against any person for the purpose of interfering with any right or privilege secured by title VI of the Civil Rights Act of 1964 or 24 CFR part 1, or because individual has made a complaint, testified, assisted or participated in any manner in an investigation, proceeding or hearing under 24 CFR part 1. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of 2 CFR part 1, including the conduct of any investigation, hearing or judicial proceeding arising thereunder.

2. Assurances and Real Property Covenants:

As a condition to the approval of this Agreement and the extension of any Federal financial assistance, Subrecipient assures that the program or activities described in this Agreement will be conducted and the housing, accommodations, facilities, services, financial aid or other benefits to be provided will be operated and administered in compliance with all requirements imposed by or pursuant to this part 1.

If the Federal financial assistance under this agreement is to provide or is in the form of personal property or real property or interest therein or structures thereon, Subrecipient's assurance herein shall obligate Subrecipient or, in the case of a subsequent transfer, the transferee, for the period during which the property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits, or for as long as the recipient retains ownership or possession of the property, whichever is longer. In all other cases, the assurance shall obligate Subrecipient for the period during which Federal financial assistance is extended pursuant to the contract or application. This assurance gives the Grantee and the United States a right to seek judicial enforcement of the assurance and the requirements on real property.

In the case of real property, structures or improvements thereon, or interests therein, acquired with Federal financial assistance under this Agreement or acquired with CDBG-DR funds and provided to Subrecipient under this agreement, the instrument effecting any disposition by Subrecipient of such real property, structures or improvements thereon, or interests therein, shall contain a covenant running with the land assuring nondiscrimination for the period during which the real property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If Subrecipient receives real property interests or funds or for the acquisition of real property interests under this Agreement, to the extent that rights to space on, over, or under any such property are included as part of the program receiving such assistance, the nondiscrimination requirements of this part 1 shall extend to any facility located wholly or in part in such space.

4. Affirmative Action

1. Approved Plan

Subrecipient agrees that it shall carry out pursuant to the Grantee's specifications an Affirmative Action Program in compliance with the President's Executive Order 11246 of September 24, 1966, as amended, and implementing regulations at 42 CFR 60. The Grantee shall provide Affirmative Action guidelines to Subrecipient to assist in the formulation of such program. Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the release of funds under this agreement.

2. Women- and Minority-Owned Businesses (W/MBE)

Subrecipient shall take the affirmative steps listed in 2 CFR 200.321(b)(1) through (5) to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible when Subrecipient procures property or services under this agreement.

3. Notifications

Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

Subrecipient shall, in all solicitations or advertisements for employees placed by or on behalf of Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

IX. Labor and Employment**1. Labor Standards**

Subrecipient shall comply with the in labor standards in Section 110 of the Housing and Community Development Act of 1974, as amended and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 3141, *et seq.*) and 29 CFR part 1, 3, 5, 6 and 7, provided, that this requirement shall apply to the rehabilitation of residential property only if such property contains not less than 8 units.

Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. Subrecipient shall maintain documentation that demonstrates compliance with applicable hour and wage requirements. Such documentation shall be made available to the Grantee for review upon request.

X. Section 3 of the Housing and Urban Development Act of 1968**1. Low-Income Person Definition**

A low-income person, as this term is defined in Section 3 (b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher and or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low—income families; or A very low-income person, as this term is defined in Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437 a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)) defines this term to mean families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

2. Compliance

Subrecipient shall comply with the provisions of Section 3 of the Housing Urban Development Act of 1968, as amended, 12 USC 1701u, and implementing its implementing regulations at 24 CFR part 75. (formerly 24 CFR part 135). Compliance with Section 3 shall be achieved, to the greatest extent feasible, consistent with existing Federal, state and local laws and regulations. Accordingly, a subrecipient of Section 3-covered assistance is required to develop strategies for meeting both the regulatory requirements at 24 CFR part 75 and any other applicable statutes or regulations. Subrecipient shall include the following "Section 3 clause" in every "Section 3 covered contract" .

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training

positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75. F. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

F. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

3. **Section 3 Benchmarks and Reporting**

A. **Benchmarks.** Contracts over \$200,000 trigger Section 3 Benchmark requirements. When triggered, best efforts must be made to extend Section 3 opportunities to verified Section 3 residents and business concerns to meet these *minimum* numeric goals:

1. Twenty-five percent (25%) of the total hours on a Section 3 project must be worked by Section 3 workers; and
2. Five percent (5%) of the total hours on a Section 3 project must be worked by Targeted Section 3 workers.

B. **Reporting.** If the subrecipient's reporting indicates that the subrecipient has not met the Section 3 benchmarks described in 24 CFR § 75.23, pursuant to 24 CFR § 75.25(b), the subrecipient must report in a form prescribed by HUD on the qualitative nature of its activities and those its contractors and subcontractors pursued.

C. Recipient will comply with any Section 3 Project Implementation Plan documents, if any, provided by HUD or DEO which may be amended from time to time for HUD reporting purposes.

XI. Conduct

1. **Hatch Act**

Subrecipient shall comply with the Hatch Act, 5 USC 1501 – 1508, and shall ensure that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

2. **Conflict of Interest**

In the procurement of supplies, equipment, construction and services pursuant to this agreement, Subrecipient shall comply with the conflict of interest provisions in the Grantee's procurement policies and procedures. In all cases not governed by the conflict of interest provisions in the Grantee's procurement policies and procedures, Subrecipient shall comply with the conflict of interest provisions in 24 CFR 570.489(h).

3. **Lobbying Certification**

Subrecipient hereby certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any

Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-L.L.L., "Disclosure Form to Report Lobbying," in accordance with its instructions;

3. The language of paragraph (i) through (iv) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is required by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

XII. Religious Activities

Subrecipient agrees that funds provided under this agreement shall not be utilized for inherently religious activities prohibited by 24 CFR 570.200(i), such as worship, religious instruction or proselytization.

Equal Treatment for Faith-Based Organizations. Prohibits any State or local government receiving funds under any Department program, or any intermediate organization with the same duties as a governmental entity, from discriminating for or against an organization on the basis of the organization's religious character or affiliation. Prohibits religious organizations from engaging in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded with direct financial assistance. Prohibits an organization that participates in programs funded by direct financial assistance from the Department, in providing services, from discriminating against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. Any restrictions on the use of grant funds shall apply equally to religious and non-religious organizations.

XIII. Environmental Conditions

1. Prohibition on Choice Limiting Activities Prior to Environmental Review

Subrecipient must comply with the limitations in 24 CFR 58.22 even though Subrecipient is not delegated the requirement under Section 104(g) of the HCD Act for environmental review, decision-making and action (see 24 CFR part 58) and is not delegated the Grantee's responsibilities for initiating the review process under the provisions of 24 CFR Part 52. 24 CFR 58.22 imposes limitations on activities pending clearance and specifically limits commitments of HUD funds or non-HUD funds by any participant in the development process before completion of the environmental review. A violation of this requirement may result in a prohibition on the use of Federal funds for the activity. If DEO has not issued an Authority to Use Grant Funds within 15 days of Subrecipient's submission of the required documentation, DEO shall provide Subrecipient a written update regarding the status of the review process.

2. Air and Water

Subrecipient shall comply with the following requirements insofar as they apply to the performance of this agreement:

- (1) Air quality. (1) The Clean Air Act (42 U.S.C. 7401 et. seq.) as amended; particularly section 176(c) and (d) (42 U.S.C. 7506(c) and (d)); and (2) Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency—40 CFR parts 6, 51, and 93); and

- (2) Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, *et seq.*, as amended, including the requirements specified in Section 114 and Section 308 of the Federal Water Pollution Control Act, as amended, and all regulations and guidelines issued thereunder.
- (3) The Clean Air and Water Act: If this Contract is in excess of \$100,000, Contractor shall comply with all applicable standards, orders or regulations issued under the Clean Air Act, as amended, 42 U.S.C. 7401, Section 508 of the Clean Water Act, as amended, 33 U.S.C. 1368, *et seq.*, Executive Order 11738 and Environmental Protection Agency regulations. Contractor shall report any violation of the above to DEO.
- (4) Energy Efficiency: Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's energy conservation plan issued in compliance with the Energy Policy and Conservation Act, Pub. L. 94-163.

3. Flood Disaster Protection

Subrecipient shall comply with the mandatory flood insurance purchase requirements of Section 102 of the Flood Disaster Protection Act of 1973, as amended by the National Flood Insurance Reform Act of 1994, 42 USC 4012a. Additionally, Subrecipient shall comply with Section 582 of the National Flood Insurance Reform Act of 1994, as amended, (42 U.S.C. 5154a), which includes a prohibition on the provision of flood disaster assistance, including loan assistance, to a person for repair, replacement or restoration for damage to any personal, residential, or commercial property if that person at any time has received Federal flood disaster assistance that was conditioned on the person first having obtained flood insurance under applicable Federal law and the person has subsequently failed to obtain and maintain flood insurance as required under applicable Federal law on such property. Section 582 also includes a responsibility to notify property owners of their responsibility to notify transferees about mandatory flood purchase requirements. More information about these requirements is available in the Federal Register notices governing the CDBG-DR award and listed at the beginning of this Attachment.

4. Lead-Based Paint

The Subrecipient shall follow the Grantee's procedures with respect to CDBG assistance that fulfill the objectives and requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this title.

5. Historic Preservation

Subrecipient shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended, codified in title 54 of the United States Code, and the procedures set forth in 36 CFR part 800 insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state or local historic property list.

6. Additional Regulations

- (1) The Temporary Assistance for Needy Families Program ("TANF"), 45 CFR Parts 260-265, the Social Services Block Grant ("SSBG"), 42 U.S.C. 1397d, and other applicable federal regulations and policies promulgated thereunder.
- (2) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681, *et seq.*, which prohibits discrimination on the basis of sex in educational programs.
- (3) Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
- (4) The Pro-Children Act: Contractor agrees to comply with the Pro-Children Act of 1994, 20 U.S.C. 6083. Failure to comply with the provisions of the law may result in the imposition of civil monetary

penalty up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all approved sub-contracts. In compliance with Public Law (Pub. L.) 103-277, the Contract shall not permit smoking in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18.

- (5) **Public Announcements and Advertising:** When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, Contractor shall clearly state (1) the percentage of the total costs of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
- (6) **Purchase of American-Made Equipment and Products:** Contractor assures that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Agreement will be American-made.
- (7) **The Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117),** which prohibits distribution of federal funds made available under the Act to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries. The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.
- (8) **Contract Work Hours and Safety Standards Act (40 U.S.C. §327–333)** — If this Contract involves federal funding in excess of \$2,000 for construction contracts or in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers, compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333), as supplemented by Department of Labor regulations (29 CFR Part 5) is required. Under section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (9) **Resource Conservation and Recovery Act (RCRA).** Under RCRA (Pub. L. 94–580 codified at 42 U.S.C. 6962), state and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal awards or other Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to the EPA guidelines.
- (10) **Immigration Reform and Control Act.** Contractor shall comply with the requirements of the Immigration Reform and Control Act of 1986, which requires employment verification and retention of verification forms for any individuals hired who will perform any services under the contract.

XIV. Non-Compliance

When it is determined that the Subrecipient is in non-compliance with federal or state program requirements, the State may impose any of the additional conditions and/or requirements outlined in 2 CFR § 200.207.

Attachment F – Civil Rights Compliance

Fair Housing

As a condition for the receipt of CDBG-DR funds, each Subrecipient must certify that it will "affirmatively further fair housing" in its community. A Subrecipient shall demonstrate its commitment to affirmatively further fair housing by implementing the actions listed below.

Each Subrecipient shall do the following:

- 1) Have in place a fair housing resolution or ordinance that covers all Federally protected classes (race, color, familial status, handicap, national origin, religion and sex);
- 2) Designate an employee as the Fair Housing Coordinator who is available during regular business hours to receive fair housing calls;
- 3) Publish the Fair Housing Coordinator's contact information quarterly in a newspaper of general circulation in Subrecipient's jurisdiction so that people know who to call to ask fair housing questions or register a complaint. Alternatively, Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website;
- 4) Establish a system to record the following for each fair housing call:
 - a) The nature of the call,
 - b) The actions taken in response to the call,
 - c) The results of the actions taken and
 - d) If the caller was referred to another agency, the results obtained by the referral agency;
- 5) Conduct at least one fair housing activity each quarter. Identical activities (see examples below) shall not be conducted in consecutive quarters; and
- 6) Display a fair housing poster in the CDBG-DR Office. (This does not count as a fair housing activity.)

Subrecipient shall ensure that the fair housing contact person has received training so that he/she can handle fair housing phone inquiries or refer the inquiries to the appropriate people/agencies. Records maintained by the contact will help the community do the following:

- Define where discriminatory practices are occurring,
- Help the community measure the effectiveness of its outreach efforts, and
- Provide the community with a means to gain information that can be used to design and implement strategies that will eliminate fair housing impediments.

Examples of fair housing activities include the following:

- Making fair housing presentations at schools, civic clubs and neighborhood association meetings;
- Conducting a fair housing poster contest or an essay contest;
- Manning a booth and distributing fair housing materials at libraries, health fairs, community events, yard sales and church festivals; and
- Conducting fair housing workshops for city/county employees, realtors, bank and mortgage company employees, insurance agents and apartment complex owners.

Printing a fair housing notice on a utility bill is no longer accepted as a fair housing activity; however, mailing a DEO-approved fair housing brochure as an insert with utility bills will be accepted as an activity. Placing posters in public buildings does not meet the requirement for a fair housing activity.

Subrecipient shall document its fair housing activities by keeping photographs, newspaper articles, sign-in sheets and copies of handouts in their CDBG-DR project file and include information about the activities in the comment section of each quarterly report.

Equal Employment Opportunity

As a condition for the receipt of CDBG-DR funds, each Subrecipient must certify that it and the contractors, subcontractors, subrecipients and consultants that it hires with CDBG-DR funds will abide by the Equal Employment Opportunity (EEO) Laws of the United States. A Subrecipient shall demonstrate its commitment to abide by the laws through the actions listed below.

Each Subrecipient shall do the following:

- 1) Have in place an equal employment opportunity resolution or ordinance that protects its applicants and employees and the applicants and employees of its contractors, subcontractors, subrecipients and consultants from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral and other aspects of employment, on the basis of race, color, religion, sex, national origin, disability, age or genetics;
- 2) Designate an employee as the EEO Coordinator who is available during regular business hours to receive EEO calls;
- 3) Publish the EEO Coordinator's contact information quarterly in a newspaper of general circulation in Subrecipient's jurisdiction so that people know who to call to ask EEO questions or register a complaint. Alternatively, Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website; and
- 4) Establish a system to record the following for each EEO call:
 - a) The nature of the call,
 - b) The actions taken in response to the call and
 - c) The results of the actions taken;
- 5) Each Subrecipient shall maintain a list of certified minority-owned business enterprises (MBE) and women-owned business enterprises (WBE) that operate in its region. Subrecipient shall use this list to solicit companies to bid on CDBG-DR-funded construction activities and shall provide a copy of the list to the prime contractor(s) to use when it hires subcontractors and consultants. The Florida Department of Management Services maintains a list of certified minority- and women-owned businesses that can be used to develop a local MBE/WBE list at the following website: <https://osd.dms.myflorida.com/directories>.
- 6) Incorporate the Equal Employment Opportunity clause set forth in 41 CFR Part 60-1.4(b) into any contracts or subcontracts that meets the definition of "federally assisted construction contract" in 41 CFR 60-1.3.

Section 504 and the Americans with Disabilities Act (ADA)

As a condition for the receipt of CDBG-DR funds, Subrecipient must certify that it provides access to all federally funded activities to all individuals, regardless of handicap. Subrecipient shall demonstrate its commitment to abide by the laws through the actions listed below.

Subrecipient shall do the following:

- 1) Have in place a resolution or ordinance that is designed to eliminate discrimination against any person who:
 - a) Has a physical or mental impairment which substantially limits one or more major life activities,
 - b) Has a record of such an impairment or
 - c) Is regarded as having such an impairment;
- 2) Designate an employee as the Section 504/ADA Coordinator who is available during regular business hours to receive Section 504/ADA calls;

- 3) Publish the Section 504/ADA Coordinator's contact information quarterly in a newspaper of general circulation in Subrecipient's jurisdiction so that people know who to call to ask Section 504/ADA questions or register a complaint. Alternatively, Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website; and
- 4) Establish a system to record the following for each Section 504/ADA call:
 - a) The nature of the call,
 - b) The actions taken in response to the call and
 - c) The results of the actions taken.

Section 504 prohibitions against discrimination (see 45 CFR part 84) apply to service availability, accessibility, delivery, employment and the administrative activities and responsibilities of organizations receiving Federal financial assistance. A Subrecipient of Federal financial assistance may not, on the basis of disability:

- Deny qualified individuals the opportunity to participate in or benefit from Federally funded programs, services or other benefits,
- Deny access to programs, services, benefits or opportunities to participate as a result of physical barriers, or
- Deny employment opportunities, including hiring, promotion, training and fringe benefits, for which they are otherwise entitled or qualified.

The ADA regulations (Title II, 28 CFR part 35, and Title III, 28 CFR part 36) prohibit discrimination on the basis of disability in employment, State and local government, public accommodations, commercial facilities, transportation, and telecommunications. To be protected by the ADA, one must have a disability or have a relationship or association with an individual with a disability.

Title II covers all activities of state and local governments regardless of the government entity's size or receipt of Federal funding. Title II requires that State and local governments give people with disabilities an equal opportunity to benefit from all of their programs, services and activities (e.g. public education, employment, transportation, recreation, health care, social services, courts, voting and town meetings). State and local governments are required to follow specific architectural standards in the new construction and alteration of their buildings. They also must relocate programs or otherwise provide access in inaccessible older buildings, and communicate effectively with people who have hearing, vision or speech disabilities.

Title III covers businesses and nonprofit service providers that are public accommodations, privately operated entities offering certain types of courses and examinations, privately operated transportation and commercial facilities. Public accommodations are private entities who own, lease, lease to or operate facilities such as restaurants, retail stores, hotels, movie theaters, private schools, convention centers, doctors' offices, homeless shelters, transportation depots, zoos, funeral homes, day care centers and recreation facilities including sports stadiums and fitness clubs. Transportation services provided by private entities are also covered by Title III.

Section 3 - Economic Opportunities for Low- and Very Low-Income Persons

Each Subrecipient shall encourage its contractors to hire qualified low- and moderate-income residents for any job openings that exist on CDBG-DR-funded projects in the community. Subrecipient and its contractors shall keep records to document the number of low- and moderate-income people who are hired to work on CDBG-DR-funded projects. The number of low- and moderate-income residents who are hired to work of the project shall be reported in the comment section of the quarterly report.

The following clause from Section 3 clause is required to be included in CDBG-DR-funded contracts of \$100,000 or more.

Section 3 Clause

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are Subrecipients of HUD assistance for housing.
- B. The Parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
- F. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

Civil Rights Regulations

As a condition for the receipt of CDBG-DR funds, each Subrecipient must certify that it will abide by the following Federal laws and regulations:

1. Title VI of the Civil Rights Act of 1964 – Prohibits discrimination by government agencies that receive Federal funding;
2. Title VII of the Civil Rights Act of 1964 – prohibits employment discrimination on the basis of race, color, religion, sex or national origin;
3. Title VIII of the Civil Rights Act of 1968 – as amended (the Fair Housing Act of 1988);
4. 24 CFR § 570.487(b) – Affirmatively Furthering Fair Housing;
5. 24 CFR § 570.490(b) – Unit of general local government's record;
6. 24 CFR § 570.606(b) – Relocation assistance for displaced persons at URA levels;
7. Age Discrimination Act of 1975;

8. Executive Order 12892 – Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing;
9. Section 109 of the Housing and Community Development Act of 1974 – No person shall be excluded from participation in, denied benefits of or subjected to discrimination under any program or activity receiving CDBG-DR funds because of race, color, religion, sex or national origin;
10. Section 504 of the Rehabilitation Act of 1973 and 24 CFR part 8, which prohibits discrimination against people with disabilities;
11. Executive Order 11063 – Equal Opportunity in Housing;
12. Executive Order 11246 – Equal Employment Opportunity; and
13. Section 3 of the Housing and Urban Development Act of 1968, as amended – Employment/Training of Lower Income Residents and Local Business Contracting.

I hereby certify that the City of Panama City Beach shall comply with all of the provisions and Federal regulations listed in this Attachment F.

By:



Date:

01-06-22

Name:

Drew Whitman

Title:

City Manager

Attachment G – Reports

The following reports must be completed and submitted to DEO in the time frame indicated below. Failure to timely file these reports constitutes an Event of Default, as defined in Paragraph (10) Default, of this Agreement.

1. **Monthly Progress Report** must be submitted to DEO ten (10) calendar days after the end of each month.
2. A **Quarterly Progress Report** must be submitted to DEO on forms to be provided by DEO no later than the 10th of every April, July, October and January.
3. A **Contract and Subcontract Activity** form, Form HUD-2516, currently available at https://www.hud.gov/sites/documents/DOC_36660; which is incorporated herein by reference, must be submitted by April 15 and October 15 each year through the DEO's SERA reporting system. The form must reflect all contractual activity for the period, including Minority Business Enterprise and Woman Business Enterprise participation. If no activity has taken place during the reporting period, the form must indicate "no activity."

Subrecipient shall closeout its use of the CDBG-DR funds and its obligations under this Agreement by complying with the closeout procedures in 2 CFR § 200.343. Activities during this close-out period may include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances and accounts receivable to the Grantee) and determining the custodianship of records.

Notwithstanding the terms of 2 CFR 200.343, upon the expiration of this Agreement, Subrecipient shall transfer to the recipient any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Further, any real property under Subrecipient's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to Subrecipient in the form of a loan) shall be treated in accordance with 24 CFR 570.503(b)(7).

4. In accordance with 2 CFR part 200, should Subrecipient meet the threshold for submission of a single or program specific audit, the audit must be conducted in accordance with 2 CFR part 200 and submitted to DEO no later than nine months from the end of Subrecipient's fiscal year. If Subrecipient did not meet the audit threshold, an **Audit Certification Memo** must be provided to DEO no later than nine months from the end of Subrecipient's fiscal year.
5. A copy of the **Audit Compliance Certification** form, Attachment J, must be emailed to audit@deo.myflorida.com within sixty (60) calendar days of the end of each fiscal year in which this subgrant was open.
6. The **Section 3 Summary Report**, form HUD-60002, must be completed and submitted through DEO's SERA reporting system by July 31, annually. The form must be used to report annual accomplishments regarding employment and other economic opportunities provided to persons and businesses that meet Section 3 requirements.
7. Request for Funds must be submitted as required by DEO and in accordance with the *Project Description and Deliverables, Project Detail Budget and Activity Work Plan*.
8. All forms referenced herein are available online or upon request from DEO's grant manager for this Agreement.

Attachment H – Warranties and Representations

Financial Management

Subrecipient's financial management system must comply with the provisions of 2 CFR part 200 (and particularly 2 C.F.R. 200.302 titled "Financial Management"), Section 218.33, F.S., and include the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program.
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. Subrecipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request for Funds (RFF). Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the 2 CFR part 200 (and particularly 2 CFR 200 Subpart E titled "Costs Principles") and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions must follow the provisions of 2 CFR § 200.318-200.327 and be conducted in a manner providing full and open competition. Subrecipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids or requests for proposals shall be excluded from competing for such procurements. Awards must be made to the responsible and responsive bidder or offeror whose proposal is most advantageous to the program, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by Subrecipient. Any and all bids or offers may be rejected if there is a sound, documented reason.

Codes of Conduct

Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer or agent shall participate in the selection, award or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in a tangible personal benefit from a firm considered for a contract. The officers, employees and agents of Subrecipient shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to subcontracts. The standards of conduct must provide for disciplinary actions to be applied for violations of the standards by officers, employees or agents of the Subrecipient. (*See* 2 CFR § 200.318(c)(1))

Business Hours

Subrecipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site at all reasonable times for business. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

Licensing and Permitting

All contractors or employees hired by Subrecipient shall have all current licenses and permits required for all of the particular work for which they are hired by Subrecipient.

Attachment I – Audit Requirements

The administration of resources awarded by DEO to Subrecipient may be subject to audits and/or monitoring by DEO as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200 Subpart F - Audit Requirements, and section 215.97, F.S., as revised (see “AUDITS” below), monitoring procedures may include, but not be limited to, on-site visits by DEO staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this Agreement, Subrecipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by DEO. In the event DEO determines that a limited scope audit of Subrecipient is appropriate, Subrecipient agrees to comply with any additional instructions provided by DEO staff to Subrecipient regarding such audit. Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED. This part is applicable if Subrecipient is a state or local government or nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A Subrecipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through DEO by this agreement. In determining the federal awards expended in its fiscal year, Subrecipient shall consider all sources of federal awards, including federal resources received from DEO. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §200.502-503. An audit of the Subrecipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, Subrecipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §200.508-512.
3. A Subrecipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If Subrecipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Subrecipient resources obtained from other than federal entities).

PART II: STATE FUNDED. This part is applicable if Subrecipient is a non-state entity as defined by Section 215.97(2), F.S.

1. In the event that Subrecipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Subrecipient (for fiscal years ending June 30, 2017, and thereafter), Subrecipient must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through DEO by this agreement. In determining the state financial assistance expended in its fiscal year, Subrecipient shall consider all sources of state financial assistance, including state financial assistance received from DEO, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.
2. For the audit requirements addressed in Part II, paragraph 1, Subrecipient shall ensure that the audit complies

with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If Subrecipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If Subrecipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from Subrecipient's resources obtained from other than state entities).

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), F.S., State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, F.S. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

N/A

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of Subrecipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of Subrecipient directly to each of the following:

- a. DEO at each of the following addresses:

Electronic copies (preferred):
Audit@deo.myflorida.com

or

Paper (hard copy):
Department Economic Opportunity
MSC # 75, Caldwell Building
107 East Madison Street
Tallahassee, FL 32399-4126

- b. The Auditor General's Office at the following address:

Auditor General
Local Government Audits
342 Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of

Subrecipient directly to:

Electronic copies (preferred):
Audit@deo.myflorida.com

or

Paper (hard copy):
Department Economic Opportunity
MSC # 75, Caldwell Building
107 East Madison Street
Tallahassee, FL. 32399-4126

4. Any reports, management letters, or other information required to be submitted to DEO pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Subrecipients, when submitting financial reporting packages to DEO for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to Subrecipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION. Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or six (6) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow DEO, or its designee, CFO, or Auditor General access to such records upon request. Subrecipient shall ensure that audit working papers are made available to DEO, or its designee, CFO, or Auditor General upon request for a period of six (6) years from the date the audit report is issued, unless extended in writing by DEO. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

Exhibit 1 to Attachment I – Funding Sources

Federal Resources Awarded to the Subrecipient Pursuant to this Agreement Consist of the Following:

Federal Awarding Agency:	U.S. Department of Housing and Urban Development
Federal Funds Obligated to Subrecipient:	\$1,442,752.96
Catalog of Federal Domestic Assistance Title:	Community Development Block Grants/State’s Program and Non-Entitlement Grants in Hawaii
Catalog of Federal Domestic Assistance Number:	14.228
Project Description:	Funding is being provided for installation of hurricane resistant street lighting along Front Beach Road and Thomas Road, Panama City Beach to benefit low- and moderate-income persons residing in this jurisdiction.

This is not a research and development award.

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:

Federal Program

1. Subrecipient shall perform its obligations in accordance with Sections 290.0401- 290.048, F.S.
2. Subrecipient shall perform its obligations in accordance with 24 CFR §570.480 – 570.497.
3. Subrecipient shall perform the obligations as set forth in this Agreement, including any attachments or exhibits thereto.
4. Subrecipient shall perform the obligations in accordance with chapter 73C-23.0051(1) and (3), F.A.C.
5. Subrecipient shall be governed by all applicable laws, rules and regulations, including, but not necessarily limited to, those identified in Award Terms & Conditions and Other Instructions of Subrecipient’s Notice of Subgrant Award/Fund Availability (NFA).

State Resources Awarded to the Subrecipient Pursuant to this Agreement Consist of the Following: N/A

Matching Resources for Federal Programs: N/A

Subject to Section 215.97, Florida Statutes: N/A

**Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement are as Follows:
N/A**

NOTE: Title 2 CFR § 200.331 and Section 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 and the Notice of Subgrant Award/Fund Availability be provided to the Subrecipient.

Attachment J – Audit Compliance Certification

Email a copy of this form within 60 days of the end of each fiscal year in which this subgrant was open to audit@deo.myflorida.com.

Subrecipient: The City of Panama City Beach

FEIN: 59-6045116

Subrecipient's Fiscal
Year:

2022

Contact Name: Karen Ellis

Contact's Phone: 850-233-5100 ext. 2334

Contact's Email: Karen.Ellis@pcbfl.gov

1. Did Subrecipient expend state financial assistance, during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Subrecipient and the Department of Economic Opportunity (DEO)? Yes No

If the above answer is yes, answer the following before proceeding to item 2.

Did Subrecipient expend \$750,000 or more of state financial assistance (from DEO and all other sources of state financial assistance combined) during its fiscal year?

Yes No

If yes, Subrecipient certifies that it will timely comply with all applicable State single or project-specific audit requirements of Section 215.97, Florida Statutes and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did Subrecipient expend federal awards during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Subrecipient and DEO? Yes No

If the above answer is yes, also answer the following before proceeding to execution of this certification:

Did Subrecipient expend \$750,000 or more in federal awards (from DEO and all other sources of federal awards combined) during its fiscal year? Yes No

If yes, Subrecipient certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 CFR part 200, subpart F, as revised.

By signing below, I certify, on behalf of Subrecipient, that the above representations for items 1 and 2 are true and correct.



01-04-22

Signature of Authorized Representative

Date

Drew Whitman

City Manager

Printed Name of Authorized Representative

Title of Authorized Representative

Attachment K – Subrecipient Enterprise Resource Application (SERA) Form

Attachment K will be provided after execution of this Agreement

Attachment L

2 CFR Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 42424240 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of

Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.323 Procurement of recovered materials.

(K) See 200.216 - Prohibition on certain telecommunications and video surveillance services or equipment.

(L) See 200.322 – Domestic Preferences for procurements.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

Attachment M

State of Florida Department of Economic Opportunity Federally Funded Community Development Block Grant Disaster Recovery (CDBG-DR) Subrogation Agreement

This Subrogation and Assignment Agreement (“Agreement”) is made and entered by and between Panama City Beach, Florida (hereinafter referred to as “Subrecipient”) and the State of Florida, Department of Economic Opportunity (hereinafter referred to as “DEO”).

In consideration of Subrecipient’s receipt of funds or the commitment by DEO to evaluate Subrecipient’s application for the receipt of funds (collectively, the “Grant Proceeds”) under the DEO Community Development Block Grant-Disaster Recovery Program (the “CDBG-DR Program”) administered by DEO, Subrecipient hereby assigns to DEO all of Subrecipient’s future rights to reimbursement and all payments received from any grant, subsidized loan, lawsuit or insurance policies of any type or coverage or under any reimbursement or relief program related to or administered by the Federal Emergency Management Agency (“FEMA”) or the Small Business Administration (“SBA”) (singularly, a “Disaster Program” and collectively, the “Disaster Programs”) that was the basis of the calculation of Grant Proceeds paid or to be paid to Subrecipient under the CDBG-DR Program and that are determined in the sole discretion of DEO to be a duplication of benefits (“DOB”) as provided in this Agreement.

The proceeds or payments referred to in the preceding paragraph, whether they are from insurance, FEMA or the SBA or any other source, and whether or not such amounts are a DOB, shall be referred to herein as “Proceeds,” and any Proceeds that are a DOB shall be referred to herein as “DOB Proceeds.” Upon receiving any Proceeds, Subrecipient agrees to immediately notify DEO who will determine in its sole discretion if such additional amounts constitute a DOB. If some or all of the Proceeds are determined to be a DOB, the portion that is a DOB shall be paid to DEO, to be retained and/or disbursed as provided in this Agreement. The amount of DOB determined to be paid to DEO shall not exceed the amount received from the CDBG-DR Program.

Subrecipient agrees to assist and cooperate with DEO to pursue any of the claims Subrecipient has against the insurers for reimbursement of DOB Proceeds under any such policies. Subrecipient’s assistance and cooperation shall include but shall not be limited to allowing suit to be brought in Subrecipient’s name(s) and providing any additional documentation with respect to such consent, giving depositions, providing documents, producing record and other evidence, testifying at trial and any other form of assistance and cooperation reasonably requested by DEO. Subrecipient further agrees to assist and cooperate in the attainment and collection of any DOB Proceeds that Subrecipient would be entitled to under any applicable Disaster Program.

If requested by DEO, Subrecipient agrees to execute such further and additional documents and instruments as may be requested to further and better assign to DEO, to the extent of the Grant Proceeds paid to Subrecipient under the CDBG-DR Program, the Policies, any amounts received under the Disaster Programs that are DOB Proceeds and/or any rights thereunder, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by DEO to consummate and make effective the purposes of this Agreement.

Subrecipient explicitly allows DEO to request of any company with which Subrecipient held insurance policies, or FEMA or the SBA or any other entity from which Subrecipient has applied for or is receiving Proceeds, any non-public or confidential information determined to be reasonably necessary by DEO to monitor/enforce its interest in the rights assigned to it under this Agreement and give Subrecipient's consent to such company to release said information to DEO.

If Subrecipient (or any lender to which DOB Proceeds are payable to such lender, to the extent permitted by superior loan documents) hereafter receives any DOB Proceeds, Subrecipient agrees to promptly pay such amounts to DEO, if Subrecipient received Grant Proceeds under the CDBG-DR Program in an amount greater than the amount Subrecipient would have received if such DOB Proceeds had been considered in the calculation of Subrecipient's award.

In the event that Subrecipient receives or is scheduled to receive any subsequent Proceeds, Subrecipient shall pay such subsequent Proceeds directly to DEO, and DEO will determine the amount, if any, of such subsequent Proceeds that are DOB Proceeds ("Subsequent DOB Proceeds"). Subsequent Proceeds in excess of Subsequent DOB Proceeds shall be returned to Subrecipient. Subsequent DOB Proceeds shall be disbursed as follows:

1. If Subrecipient has received full payment of the Grant Proceeds, any Subsequent DOB Proceeds shall be retained by DEO.
2. If Subrecipient has received no payment of the Grant Proceeds, any Subsequent DOB Proceeds shall be used by DEO to reduce payments of the Grant Proceeds to Subrecipient, and all Subsequent DOB Proceeds shall be returned to Subrecipient.
3. If Subrecipient has received a portion of the Grant Proceeds, any Subsequent DOB Proceeds shall be used, retained and/or disbursed in the following order: (A) Subsequent DOB Proceeds shall first be used to reduce the remaining payments of the Grant Proceeds, and Subsequent DOB Proceeds in such amount shall be returned to Subrecipient; and (B) any remaining Subsequent DOB Proceeds shall be retained by DEO.
4. If DEO makes the determination that Subrecipient does not qualify to participate in the CDBG-DR Program or Subrecipient determines not to participate in the CDBG-DR Program, the Subsequent DOB Proceeds shall be returned to Subrecipient, and this Agreement shall terminate.

Once DEO has recovered an amount equal to the Grant Proceeds paid to Subrecipient, DEO will reassign to Subrecipient any rights assigned to DEO pursuant to this Agreement.

Subrecipient represents that all statements and representations made by Subrecipient regarding Proceeds received by Subrecipient shall be true and correct as of the date of the signing of this Agreement.

Warning: Any person who intentionally or knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.

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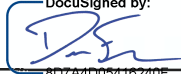
The person executing this Agreement on behalf of Subrecipient hereby represents that he\she has received, read, and understands this notice of penalties for making a false claim or statement regarding Proceeds received by Subrecipient.

In any proceeding to enforce this Agreement, DEO shall be entitled to recover all costs of enforcement, including actual attorney's fees.

PANAMA CITY BEACH, FLORIDA

DEPARTMENT OF ECONOMIC OPPORTUNITY

By 
Signature
Drew Whitman

By 
Signature
Dane Eagle

Title City Manager

Title Secretary

Date 01-04-22

Date 3/15/2022