

**RESOLUTION 16-53**

**BE IT RESOLVED** that the appropriate officers of the City are authorized but not required to accept and deliver on behalf of the City that certain Agreement between the City and Marshall Brothers, Inc., relating to the construction of the Loop Road from North Pier Park Drive to Highway 79, in the basic amount of \$3.55 Million Dollars (\$3,550,000), in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

**THIS RESOLUTION** shall be effective immediately upon passage.

**PASSED** in regular session this 28<sup>th</sup> day of January, 2016.

**CITY OF PANAMA CITY BEACH**

By:   
Gayle F. Oberst, Mayor

**ATTEST:**

  
Diane Fowler, City Clerk

# Memorandum

To: Mario Gisbert

CC: Holly White, Paul Casto

From: Kelly Jenkins

Date: January 22, 2016

Subject: Construction Bids – Loop Road

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The Loop Road is a proposed roadway that will start at Highway 79 at the Gulf Power easement, run east approximately 3800 feet where it will then head south approximately an additional 3800 feet to tie into the existing dead end of the North Pier Park Roadway. This is the first phase in creating an alternate route or bypass that will extend from Highway 79 along the Gulf Power Easement east which will eventually tie in to Nautilus Street (see attached Exhibit A). A joint agreement was executed between St. Joe and the City of Panama City Beach to complete this project. St. Joe hired Preble-Rish Inc. (PRI) to complete the construction plans and specifications for this project.

The project was publically advertised and five (5) bidders responded with sealed bids by the required date and time. Bids were publically opened on January 19<sup>th</sup> at 2:00 PM. After reviewing the bid documents, 5 bidders were found to be fully responsive, and Marshall Brothers, Inc. was determined to be the lowest fully responsive and responsible bidder. However, because all bids submitted exceeded the City's projected budget for the project, PRI and City staff negotiated a few value engineering items with the low bidder, Marshall Brother's Inc. to see if the proposed bid could be brought within the City's budget. PRI recommends that the contract be awarded to the lowest responsive and responsible bidder Marshall Brothers, Inc., with value engineering implemented, for the lump sum contract amount of \$3.55 Million. The updated bid schedule and breakdown from Marshall Brother's Inc. is included in Exhibit B. The consultant's recommendation, original bid tabulation and a draft agreement are also attached for review. Staff concurs with the award recommendation and further recommends approval by Council. Both the general and the utility budgets have adequate funds available to cover their share of project costs. This project is included in the current fiscal year budget and is expected to be completed in November 2016.

# Loop Road Options

Sections 7, 8, 16, 17 and 21  
of T3S R16W  
Bay County, FL

- Legend**
- Proposed Connector Road
  - PCB Number Extension Option
  - Loop Road Segment One
  - Low Quality Wetlands
  - High Quality Wetlands
  - St. Joe Property Boundary



**Disclaimer:**  
This drawing is not a warranty of any kind. It is provided for informational purposes only. The information contained herein is based on the best available information and is not intended to be used as a basis for any legal action. The information is provided "as is" without any warranty, express or implied. The information is not intended to be used as a basis for any legal action. The information is provided "as is" without any warranty, express or implied. The information is not intended to be used as a basis for any legal action.



St. Joe Company GIS  
Colum W. Potts, Jr.



2/5/2015

Exhibit A

SIJOE Company GIS  
Colum W. Potts, Jr.  
2/5/2015



**DETAILED MBI BID BREAKDOWN  
CITY OF PANAMA CITY BEACH  
LOOP ROAD**

**PRI PN: 190.248**



	Marshall Bardine bidtotal
Roadway & Stormwater w/ excavation & IRI	\$2,464,720.00
Utilities w/ excavation & IRI	\$934,008.00
Gayle's Trail w/ excavation & IRI	\$151,272.00
Total Lump Sum Bid	\$3,550,000.00

ITEM	DESCRIPTION	PLAN QUANTITY	UNIT	ITEM COST
<b>GENERAL</b>				
1	MOBILIZATION (≤2%)	1	LS	50,000
2	LAYOUT/AS-BUILT (≤2%)	1	LS	25,000
3	TESTING AND FLUSHING (≤1%)	1	LS	5,000
4	BONDS AND INSURANCE (≤2%)	1	LS	50,000
5	EROSION CONTROL/SILT FENCE (≤0.5%)	1	LS	18,300
6	OBTAIN AND MANAGE NPDES PERMIT	1	LS	2,950
7	GENERAL SUBTOTAL			151,250 *
<b>ROADWAY</b>				
8	CONSTRUCT ASPHALT ROADWAY INCLUDING BUT NOT LIMITED TO ASPHALT, LIMEROCK STABILIZATION, SUBGRADE, CLEARING/DEMOLITION, FILLING, REMOVE AND REPLACE UNSUITABLE MATERIAL, AND TYPE E CURB AS SHOWN IN THE CONSTRUCTION PLANS.	1	LS	1,672,580
9	ROADWAY SUBTOTAL			1,672,580 *
<b>UTILITIES</b>				
10	FURNISH AND INSTALL WATER SYSTEM, INCLUDING BUT NOT LIMITED TO CLEARING/DEMOLITION, FILLING, ALL WATER MAINS WITH VALVES, FITTINGS, AND WITH ASSOCIATED APPURTENANCES AND FIRE HYDRANTS AS SHOWN IN CONSTRUCTION PLANS.	1	LS	195,000
11	FURNISH AND INSTALL REUSE WATER SYSTEM, INCLUDING BUT NOT LIMITED TO CLEARING/DEMOLITION, FILLING, ALL REUSE WATER MAINS WITH VALVES, FITTINGS, AND WITH ASSOCIATED APPURTENANCES AND DIRECTIONAL BORES AS SHOWN IN CONSTRUCTION PLANS.	1	LS	365,470
12	FURNISH AND INSTALL FORCE MAIN SYSTEM, INCLUDING BUT NOT LIMITED TO CLEARING/DEMOLITION, FILLING, ALL FORCE MAINS WITH VALVES, FITTINGS, AND WITH ASSOCIATED APPURTENANCES AND DIRECTIONAL BORES AS SHOWN IN CONSTRUCTION PLANS.	1	LS	335,370
13	UTILITIES SUBTOTAL			895,840 *
<b>STORMWATER</b>				
14	PERFORM GRADING. CONSTRUCT STORMWATER FEATURES INCLUDING PONDS, DRAINAGE STRUCTURES, HEADWALLS, EXCAVATE AND HAUL OFF UNSUITABLE MATERIALS WITHIN THE STORMWATER POND AREA AS DETAILED ON CONSTRUCTION PLANS.	1	LS	691,420
15	STORMWATER SUBTOTAL			691,420 *
<b>MULTI-USE PATH</b>				
16	CONSTRUCT ASPHALT MULTI-USE PATH INCLUDING BUT NOT LIMITED TO ASPHALT, LIMEROCK STABILIZATION, SUBGRADE, CLEARING/DEMOLITION, AND FILL AS SHOWN IN THE CONSTRUCTION PLANS.	1	LS	138,910
17	MULTI-USE PATH SUBTOTAL			138,910 *
<b>TOTAL LUMP SUM BID</b>				<b>3,550,000 *</b>

Exhibit B



**PREBLE-RISH INC**  
CONSULTING ENGINEERS & SURVEYORS

January 22, 2016

VIA E-MAIL ([mgisbert@pcbgo.com](mailto:mgisbert@pcbgo.com))

Mr. Mario Gisbert  
City Manager  
City Panama City Beach  
116 South Arnold Road  
Panama City Beach, Florida 32413

**RE: City of Panama City Beach  
Loop Road - Recommendation to Award Contract  
PRI Project No. 190.248**

Dear Mr. Gisbert:

The City of Panama City Beach (PCB) received bids for the referenced project at 2.00 p.m. CST on January 19, 2016.

A detailed Engineer-Certified Bid Tabulation is attached and labeled as Exhibit A.

Marshall Brothers, Inc. (MBI) was determined to be the lowest responsible and responsive bidder with a total lump sum bid of \$3,667,740.00. At the direction of the City of PCB, Preble Rish, Inc. (PRI) negotiated with MBI in an effort to reduce construction cost. PRI recommends that the City of PCB award the contract to MBI for a total lump sum of \$3,550,000.00.

In addition, we are submitting two copies of the Agreement (Section 00050) and two copies of the Notice of Award (00080) for the City's review and execution by the City Council.

If you have any questions or comments, please give me a call at 850.522.0644.

Sincerely,  
PREBLE-RISH, INC.

Jonathan Sklarski, P.E.  
Regional Manager

JS/JW

cc: Clifford D Wilson III, PE – (via email [wilsonc@preble-rish.com](mailto:wilsonc@preble-rish.com))  
Kelly Jenkins, PE – (via email [kjenkins@pcbgo.com](mailto:kjenkins@pcbgo.com))  
Paul Casto – (via email [pcasto@pcbgo.com](mailto:pcasto@pcbgo.com))

K:\190.248 Loop Road\Specs\Bidding\Award Documentation\190.248\_Gisbert\_Award Recommendation\_01.22.16.docx

203 ABERDEEN PARKWAY, PANAMA CITY, FL 32405 P (850) 522-0644 F (850) 522-1011

PORT ST. JOE • BLOUNTSTOWN • SANTA ROSA BEACH  
FT. WALTON BEACH • FREEPORT • TALLAHASSEE • MONTICELLO • QUINCY • CRAWFORDVILLE  
PENSACOLA • LAKE CITY • MARIANNA • DAPHNE, AL • PORT-AU-PRINCE, HAITI

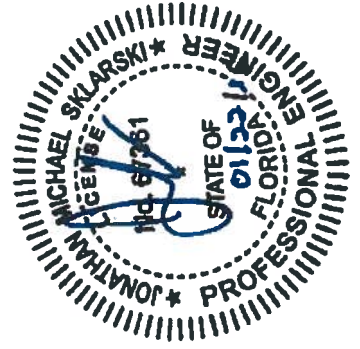


**BID TABULATION - EXHIBIT A  
CITY OF PANAMA CITY BEACH  
LOOP ROAD**



PRJ PN: 190.248

Company	Total Lump Sum Bid (Section 00830)	Bid Spaw (Section 00948)	Brug Free Workplace (Section 00098)	Trench Safety Act (Section 00086)	Public Entity Ernie's Statement (Section 00097)	Sales Tax Exemption Addendum (Section 00008)	Addenda No. 1 Acknowledged	Addenda No. 2 Acknowledged	Addenda No. 3 Acknowledged
American Sand & Asphalt Paving									
Anderson Columbia									
C.W. Roberts Contracting	\$4,143,650.00	✓	✓	✓	✓	✓	✓	✓	✓
C-Miles Construction									
GAC Contractors	\$4,146,695.19	✓	✓	✓	✓	✓	✓	✓	✓
Gulf Coast Utility Contractors	\$4,797,500.00	✓	✓	✓	✓	✓	✓	✓	✓
Marshall Brothers Industrial	\$3,867,740.00	✓	✓	✓	✓	✓	✓	✓	✓
Phoenix Construction									
Roberts & Roberts	\$4,262,700.00	✓	✓	✓	✓	✓	✓	✓	✓
Royal American Construction									



Jonathan Sklarski  
FL PE # 67361

SECTION 00050  
AGREEMENT

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by and between THE CITY OF PANAMA CITY BEACH, FLORIDA, (hereinafter called  
"OWNER") and Marshall Brothers, Inc., doing business as a Corporation (an  
individual), or (a partnership), or (a corporation), having a business address of 2305  
Transmitter Rd., Panama City, FL 32404 (hereinafter called "CONTRACTOR") , for the  
performance of the Work (as that terms is defined below) in connection with the  
construction of Loop Road ("Project"), to be located at Panama City Beach, Florida ,  
in accordance with the Drawings and Specifications prepared by Preble-Rish, Inc. 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 by OWNER in writing within thirty (30) calendar days from the date of this Agreement and will achieve Substantial Completion of the Work within 270 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 00100, General Conditions.
3. The CONTRACTOR agrees to pay the OWNER, as liquidated damages, the sum of \$500 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 \$ 3,550,000.00 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  
AGREEMENT

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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 00099	CERTIFICATE OF INSURANCE
Section 00100	GENERAL CONDITIONS
Section 00800	SUPPLEMENTAL CONDITIONS

DRAWINGS prepared by Preble-Rish, Inc.

numbered Cover Sheet through D6 and dated December 2015.

SPECIFICATIONS prepared or issued by Preble-Rish, Inc.  
dated December 2015.

**ADDENDA**

- No. 1, dated January 8, 2016  
 No. 2, dated January 13, 2016  
 No. 3, dated January 15, 2016  
 No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_

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

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

If to Owner:

\_\_\_\_\_  
City of Panama City Beach  
\_\_\_\_\_  
110 South Arnold Road  
\_\_\_\_\_  
Panama City Beach, FL 32413  
ATTENTION: \_\_\_\_\_  
Mario Gisbert, City Manager  
Fax No.: \_\_\_\_\_  
(850) 233-5108

If to Contractor:

\_\_\_\_\_  
Marshall Brothers . Inc  
\_\_\_\_\_  
2305 Transmitter Road  
\_\_\_\_\_  
Panama City, FL 32404  
ATTENTION: \_\_\_\_\_  
Fax No.: \_\_\_\_\_  
850-271-0293

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

10. CONTRACTOR recognizes that OWNER is exempt from sales tax and may wish to generate sales tax savings for the Project. Accordingly, to the extent directed by and without additional charge to OWNER, CONTRACTOR shall comply with and fully implement the sales tax savings program as more fully described in the Sales Tax Exemption Addendum. If required by OWNER, the Sales Tax Exemption Addendum shall be made a part of the Contract Documents, the form of which is set forth in Section 00808.
11. The failure of OWNER to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a continuing waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
12. Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by this Agreement.
13. Should any provision of the Agreement be determined by a court with jurisdiction to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

14. Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular, references to the singular include the plural. The term "including" is not limiting, and the terms "hereof", "herein", "hereunder", and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement, unless stated otherwise. Additionally, the parties hereto acknowledge that they have carefully reviewed this Agreement and have been advised by counsel of their choosing with respect thereto, and that they understand its contents and agree that this Agreement shall not be construed more strongly against any party hereto, regardless of who is responsible for its preparation.
  
15. For this Project, OWNER has designated a Project Representative to assist OWNER with respect to the administration of this Agreement. The Project Representative to be utilized by OWNER for this Project, shall be Preble-Rish, Inc., Jonathan Sklarski, P.E., Regional Manager.
  
16. CONTRACTOR acknowledges and agrees that no interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which the OWNER, PROJECT REPRESENTATIVE, or 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 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

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the foregoing, if the Work is delayed due to the fault or neglect of OWNER or anyone for whom OWNER is liable, and such delays have a cumulative total of more than 90 calendar days, CONTRACTOR may make a claim for its actual and direct delay damages accruing after said 90 calendar days as provided in Section 00805 Supplemental Conditions, Contract Claims and Changes. Except as expressly set forth in this section, in no event shall OWNER be liable to CONTRACTOR whether in contract, warranty, tort (including negligence or strict liability) or otherwise for any acceleration, soft costs, lost profits, special, indirect, incidental, or consequential damages of any kind or nature whatsoever.

#### **17. INSURANCE - BASIC COVERAGES REQUIRED**

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

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

The CONTRACTOR and the CONTRACTOR'S subcontractors and sub-subcontractors shall be solely responsible for all of their property, including but not limited to any materials, temporary facilities, equipment and vehicles, and for obtaining adequate and appropriate insurance covering any damage or loss to

such property. The CONTRACTOR and the CONTRACTOR'S sub-contractors and sub-subcontractors expressly waive any claim against OWNER arising out of or relating to any damage or loss of such property, even if such damage or loss is due to the fault or neglect of the OWNER or anyone for whom the OWNER is responsible. The CONTRACTOR is obligated to include, or cause to be included, provisions similar to this paragraph in all of the CONTRACTOR'S subcontracts and its subcontractors' contracts with their sub-subcontractors.

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

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

#### WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE COVERAGE

The CONTRACTOR shall purchase and maintain workers' compensation and employers' liability insurance for all employees engaged in the Work, in accordance with the laws of the State of Florida, and, if applicable to the Work,

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shall purchase and maintain Federal Longshoremen's and Harbor Workers' Compensation Act Coverage. Limits of coverage shall not be less than:

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

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

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

**COMMERCIAL GENERAL LIABILITY COVERAGE**

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

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

The General Aggregate Limit shall be specifically applicable to this Project. The Completed Operations Liability Coverages must be maintained for a period of not

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less than three (3) years following OWNER'S final acceptance of the project.

The CONTRACTOR shall add OWNER as an additional insured through the use of Insurance Service Office Endorsements No. CG 20.10.10.01 and No. CG 20.37.10.01 wording or equivalent, or broader, an executed copy of which shall be attached to or incorporated by reference on the Certificate of Insurance to be provided by CONTRACTOR pursuant to the requirements of the Contract Documents.

**BUSINESS AUTOMOBILE LIABILITY COVERAGE**

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

Bodily Injury & Property Damage	\$1,000,000 Combined Single Limit Each Accident
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**EXCESS OR UMBRELLA LIABILITY COVERAGE**

CONTRACTOR shall purchase and maintain Excess Umbrella Liability Insurance or Excess Liability Insurance on a full occurrence form providing the same continuous coverages as required for the underlying Commercial General, Business Automobile and Employers' Liability Coverages with no gaps in continuity of coverages or limits with OWNER added by endorsement to the policy as an additional insured in the same manner as is required under the primary policies, and shall not be less than \$10,000,000,each occurrence and

aggregate as required by OWNER.

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: \_\_\_\_\_

(Please type)

TITLE: \_\_\_\_\_

\_\_\_\_\_  
City Attorney (as to form only)

CONTRACTOR:

ATTEST:

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

(Please Type)

NAME \_\_\_\_\_

(Please Type)

ADDRESS: \_\_\_\_\_

[END OF SECTION 00050]

AGREEMENT

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