

SECTION 00010

NOTICE TO RECEIVE SEALED BIDS

PANAMA CITY BEACH

“LANDSCAPE MAINTENANCE SERVICES”

This project includes the landscaping maintenance services of approximately four (4) northerly extensions of city right-of-ways to include; N. Pier Park Drive, N. Alf Coleman Road, N. Richard Jackson Boulevard, and N. Nautilus Street. The Contractor shall provide all materials, equipment and labor to complete the project.

Specifications will be available on, January 20, 2017 and can be obtained by emailing swoodcock@pcbgov.com or on the City website @ **pcbgov.com** or at the Public Works Office located at 116 South Arnold Road, 2nd Floor, Panama City Beach, Florida 32413. The bid must conform to Section 287.133(3) Florida Statutes, with respect to Public Entity Crimes.

Bids will be received until **2:00 p.m. Central Time, February 3, 2017** at **City of Panama City Beach City Hall, 110 S. Arnold Road, Panama City Beach, Florida, 32413** and will be opened and read publicly immediately thereafter. All Bids shall be submitted in an envelope clearly marked “Sealed Bid – **Panama City Beach – “LANDSCAPE MAINTENANCE SERVICES.”**” 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.

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 in its reasonable discretion that another Bid offers the City a better value based upon the reliability, quality of service, or product of such other Bidder.

Advertisement Dates: January 20th and January 27, 2017

Notice to Publisher – Please forward the original “Proof of Publication” and the invoice to:
City of Panama City Beach
110 South Arnold Road
Panama City Beach, Florida 32413

SECTION 00050

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20__ by and between the **City of Panama City Beach** hereinafter called "OWNER", and doing business as _____ hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements herein after mentioned:

1. TERM AND SCHEDULE. This contract shall be valid upon issuance of the Notice to Proceed and shall continue for a period of two (2) years. Thereafter, the City shall have the option to renew this Agreement upon the same terms and conditions for one consecutive, one year period. Upon any failure to so renew, this Agreement shall terminate. The CONTRACTOR will commence the Work required by the CONTRACT DOCUMENTS within 10 calendar days after the Notice to Proceed.

2. SCOPE. The CONTRACTOR will provide annual landscape and irrigation maintenance services to N. Pier Park Drive, N. Alf Coleman Road, N. Richard Jackson Boulevard, and N. Nautilus Street. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary to perform this work. See Exhibit A for locations and Landscape Maintenance Schedule forms for schedules.

3. COMPENSATION. The CONTRACTOR agrees to perform all of the work for:

1. N. Pier Park Drive for the sum of _____ per month and the sum of _____ per year.
2. N. Alf Coleman Road for the sum of _____ per month and the sum of _____ per year.
3. N. Richard Jackson Boulevard for the sum of _____ per month and the sum of _____ per year.
4. N. Nautilus Street for the sum of _____ per month and the sum of _____ per year.

4. DOCUMENTATION. The CONTRACTOR agrees to annually provide documentation to the City describing the type and amounts of pesticides used. The CONTRACTOR shall be required to use only chemicals approved by Environmental Control, Health Department of Bay County and the State of Florida Health Department.

5. TERMINATION:

A. The City may terminate this Agreement for cause upon written notice to Contractor if Contractor fails to diligently, competently and timely perform any of the work, fails to cooperate with others associated with the work, or otherwise fails to perform

or observe any material covenant, representation or warranty contained in this Agreement. Contractor may terminate this Agreement for cause upon written notice to City if City fails to perform or observe any material covenant, representation or warranty contained in this Agreement. In the event of such termination, the parties shall be entitled to the rights and remedies provided by law. If the City wrongfully terminates this Agreement, the City shall be responsible to Contractor solely for the reasonable value of the work performed by the Contractor prior to the City's wrongful action, including reasonable overhead and profit on the work performed, less prior payments made. Under no circumstances shall Contractor be entitled to overhead and profit on work not performed.

B. City may terminate this Agreement at any time without cause upon written notice to Contractor. Should the City terminate this Agreement without cause, City shall pay Contractor for work performed through the date of Notice of Termination, including overhead and profit, and shall have no further responsibility to Contractor.

6. INDEMNIFICATION: The Contractor hereby does hold the City harmless of any and all claims, actions, or suits to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Contractor or any person employed or utilized by the Contractor in the performance of professional services hereunder. The specific consideration given for the promises of the Contractor set forth in this paragraph is one dollar (\$1) in hand paid by the City to the Contractor, receipt whereof is hereby acknowledged and the adequacy of which the Contractor accepts as completely fulfilling the obligations of the City. The provisions of this Section shall survive termination of this Agreement.

EXHIBIT A SCOPE OF WORK

- 1. GENERAL:** Contractor shall supply and furnish at the location where the Work is to be performed all labor, materials, equipment, tools, fuels and supervision, and bear all items of expense, necessary for the complete and satisfactory performance of the Contract, except such items as Owner specifically agrees in the Contract to supply or furnish to or for the use of Contractor. Any equipment, materials or services not specifically described in the Contract Documents, which may be fairly implied as required thereby or necessary to complete the Work for the use intended shall be within the scope of the Contractor's Work hereunder. All Work shall be performed by trained, properly supervised personnel in accordance with accepted horticultural and safe practices including compliance with all maintenance of traffic standards and procedures. In addition, personnel will be well groomed, courteous, maintain acceptable decorum and must wear acceptable uniforms. The Work includes: grass cutting and edging, weeding, irrigation maintenance and repair, pruning of trees and shrubs, groundcover and plant maintenance and replacement, realigning and reguying trees, debris and vegetation removal, fertilizing and fungicide, pesticide and herbicide application as needed and associated incidental work to maintain a healthy, well maintained and attractive public landscape along all public roadways at the following locations:

 - **North Pier Park Drive:** Medians and right-of-way areas starting at the intersection of Panama City Beach Parkway and North Pier Park. Including the entire length of North Pier Park Drive.
 - **North Alf Coleman Road:** Medians and right-of-way areas starting at the intersection of Panama City Beach Parkway and Alf Coleman Road. Including the entire length of North Alf Coleman Road.
 - **North Richard Jackson Boulevard:** Medians and right-of-way areas starting at the intersection of Panama City Beach Parkway and North Richard Jackson Boulevard. Including the entire length of North Richard Jackson Boulevard.
 - **North Nautilus Street:** Medians and right-of-way areas starting at the intersection of Panama City Beach Parkway and North Nautilus Street. Including the entire length of North Nautilus Street.
- 2. UTILITIES:** The Owner will furnish at no cost to the Contractor, water and Electricity as may be required for the work to be performed.
- 3. GRASS CUTTING:** Prior to mowing, any debris or litter in grass or planting areas shall be removed and legally disposed offsite, in accordance with all applicable laws, rules and regulations. In addition, regardless of the mowing frequency, debris and trash will be removed and disposed offsite each week throughout the year, less one service each month in October through February. Grass shall be cut at a bench height

of three inches. The Contractor shall employ mowing equipment direction patterns to permit recycling of clippings where possible to present a neat appearance. Mowers shall have sharp cutting edges; uneven cutting, plowing, or gouging of the soil shall not be permitted. Cuttings shall be legally disposed of offsite, in accordance with all applicable laws, rules and regulations. Annual mowing frequency for all above listed areas will be as follows:

MONTHS	FREQUENCY	TOTAL
APRIL	Weekly	5
MAY	Weekly	4
JUNE	Weekly	4
JULY	Weekly	5
AUGUST	Weekly	4
SEPTEMBER	Weekly	4
OCTOBER	Biweekly	2
NOVEMBER	Biweekly	2
DECEMBER	Monthly	1
JANUARY	Monthly	1
FEBRUARY	Biweekly	2
MARCH	Weekly	4
		38

Dependent on weather, growing conditions and/or special events, mowing frequency may be adjusted with the total not to exceed 38 mowing's per year.

4. **EDGING AND TRIMMING:** All sidewalks, driveways, curbs and other paved areas, shall be edged twice monthly during the growing season and as needed during the dormant season. The use of herbicides shall not be allowed for the purpose of eliminating or reducing normal mechanical edging along paved edges. In addition, whenever mowing, the Contractor shall closely trim around all trees, guys, planting areas, structures, etc. utilizing a "uweed eater" type device. Trimming shall be at a height of three inches so that grass is not destroyed. The Contractor will be responsible to repair at no cost to the Owner any damage to property caused by Contractor's trimming work.

5. **IRRIGATION:** Existing irrigation shall be closely monitored to ensure efficient, complete and appropriate watering of all landscape grass, plants and trees. Watering shall be applied during early morning. The Contractor shall monitor equipment for breakage, foreign materials, wear, proper coverage, and electrical failure. The Contractor shall ensure sprinklers are correctly directed to not overspray onto paved surfaces and to not impede the flow of vehicular and pedestrian traffic. Any sprinkler head, valve, timer, or any other irrigation component that is broken or failing to function properly shall be repaired within twenty-four (24) hours after discovery or notification. The Owner will reimburse the Contractor's actual, out-of-pocket irrigation repair material costs, documented with appropriate back-up original invoices from the supplier; provided, however, if the costs for such maintenance and repair material is

estimated by Contractor to exceed five hundred dollars (\$500.00), Contractor shall obtain Owner's written approval prior to incurring such material costs. Any plant, tree, palm, or turf that dies from inadequate irrigation is to be replaced at the Contractor's expense. The same applies in the case of excessive irrigation. During periods of prolonged, excessive rainfall the Contractor may be instructed to turn the irrigation system off.

When a freeze is predicted, the Contractor is to turn off all irrigation systems, and then turn them back on when the weather warms. The Contractor is responsible for any freeze damage to any part of the irrigation system. In early November the Contractor is responsible for ensuring that all back flow preventers are properly insulated against freezing.

The Contractor will be "On Call" twenty-four (24) hours a day, seven (7) days per week in case of an emergency such as a broken water line or automobile accident in any of the landscaped areas. Contractor is expected to promptly respond and accomplish whatever remedial action is needed regardless of the time of day or night.

- 6. TREE ALIGNMENT AND SUPPORT:** Newly planted trees will be maintained in a vertical alignment and supported or guyed to maintain the vertical alignment. All damaged supports or guys will be promptly replaced and removed when no longer required upon the Owner's written approval.
- 7. PRUNING AND TRIMMING:** All Landscaped Areas: Crape Myrtles, Palms, other trees and bushes shall be annually pruned or trimmed as needed to maintain an attractive appearance, maintain visibility and eliminate any safety problem. Clear trunk to be achieved and maintained is 8 feet for canopy shade trees, and single trunk accent trees. Multi-trunk trees shall have 5 feet clear trunk. Trees within the clear sight zones of intersections shall be maintained with a clear trunk of 8 % feet. Shrubs/ground cover within the clear site zones at intersections shall be maintained at a height no greater than 24 inches. In addition, Contractor shall remove all palm tree flower stalks and any broken palm fronds as required. Additional light pruning of shrubs and trees may be necessary in order to maintain proper size and shape. All Crape Myrtle, Wax Myrtle and Ligustrum are to be pruned in January. All Crape Myrtle taller than twelve (12) feet are to be "pencil pruned" every second year of the contract. Crape Myrtle under twelve (12) feet high are to be "pencil pruned" annually. Pruning is to be completed in three (3) weeks after commencing. The native and exotic plants are to be pruned in April or May annually.
- 8. WEEDING AND MULCHING:** Weeds will be removed from flower and planting beds by hand twice per month including grass and weeds from cracks in sidewalks and parking lots. a herbicide spray such as "Round Up" may be used on paved areas. In addition, pine straw mulch shall be replaced as needed to maintain proper thickness in all bedding areas in the Spring and Fall. Mulching is to be performed in June and October. Months to apply mulch may be adjusted according to the conditions of the existing mulch. Mulching is to be performed twice annually and spread to one and

one half (1/2") inches thick. Only the areas where the mulch is very thin are to be mulched. Mulching is to be completed in seven (7) working days after commencing.

9. FERTILIZATION: All shrubs, trees and palms located at all Landscaped Areas shall be fertilized on February 15th and again on May 15 with an Owner approved 16-4-8 fertilizer or better with three different types of nitrogen. The proper rate of application shall be determined by the size of the shrubs, trees and palms. In addition, all turf areas shall be fertilized on February 15, May 15 and August 15 with an Owner approved 24-4-8 or better fertilizer with three different types of nitrogen at the rate of ten (10) pounds per thousand square feet. All fertilizers shall be kept out of ditches and storm water retention ponds and immediately removed from sidewalks and roadways. Fertilizing shall be completed within five (5) working days after commencement. When the need arises, the fertilizer is to be a high quality, complete fertilizer with three (3) different types of nitrogen and one of them to be water insoluble nitrogen. The rate of application is to be based on the results of the soil tests.

10. FUNGICIDE, PESTICIDES AND HERBICIDES: Any needed fungicide, pesticide or herbicide application due to disease or pest problems shall be monitored and reported to the Owner. Required application will be performed by the Contractor in accordance with the manufacturer's directions and all applicable local, State and Federal regulations. The Owner will reimburse the Contractor's actual out-of-pocket material costs with appropriate backup original invoices from the supplier; provided, however, if the costs for such materials are estimated by Contractor to exceed five hundred dollars (\$500.00), Contractor shall obtain Owner's written approval prior to incurring such material costs. A minimum of six herbicide applications annually are necessary in order to control weeds with a goal of eliminating them.

When an herbicide, insecticide, or fungicide application is requested, the Contractor is to perform the application within seven (7) calendar days after request is made. In the event of a serious infestation, such as a defoliating insect or fast acting insect or fungus infestation, the Contractor is to perform the application within twenty-four (24) hours after notification. After applying an insecticide or fungicide, the irrigation system is to be turned off for a period of twenty-four (24) hours, unless the product label recommends "watering in" the material. After applying an herbicide, the irrigation system is to be turned off for a period of forty-eight (48) hours unless the label recommends "watering in." After the requested "dry period" the irrigation system is to be turned back on. If a second application of a chemical is needed, it is to be applied according to the label recommendations, or the Owner's specified time. Any time a pesticide is applied, the Contractor is to notify the Owner's representative as to the type chemical used, date of application, and reason for applying it.

11. DISPOSAL: Excessive grass cuttings, edging material, tree and shrub trimmings, weeds, leaves, and other debris shall be blown, raked and removed from grassed areas, sidewalks, streets, shrub and planting beds. All debris shall be legally disposed

of off-site, in accordance with all applicable laws, rules and regulations, and shall not be allowed to remain overnight.

- 12. DAMAGE:** Grassed areas, trees or shrubs killed or damaged as a result of Contractor's actions (or the actions of anyone for whom Contractor is responsible) shall be repaired to original condition or replaced by the Contractor at no cost to the Owner. In the event of a vehicular accident in a landscaping site, the Contractor shall contact the proper law enforcement agency and complete on behalf of the Owner any accident reports for any damage caused. Contractor will provide a copy of such reports to the Owner. In the event of any damage or deterioration of a site by natural or other causes, Contractor shall promptly notify the Owner in writing of such problem. Contractor may submit to the Owner, and the Owner, in its sole discretion, may accept, a proposal to repair or remedy any such problem, including repair to the irrigation system and its timers, and replacement of any foliage, trees, shrubbery, bedding plants, etc.
- 13. SAFETY:** The Contractor and all personnel shall abide by all safety regulations while performing any work on the landscaped sites. All personnel shall wear safety vests; safety flags and signs shall be placed at proper locations along the right-of-way, and flashing yellow lights shall be on vehicles and other moving motorized equipment. All safety equipment is to be furnished by the Contractor. All safety equipment shall be of the type approved by the Florida Department of Transportation. Failure to comply with all safety regulations could result in work being stopped until compliance is in effect.

EXHIBIT B
GENERAL TERMS & CONDITIONS

- 1. Contractual Relationship:** In the performance of this Contract, Contractor shall operate as an independent contractor and not as agent of Owner. No personnel furnished by Contractor shall be deemed under any circumstances as agents, servants or employees of Owner.
- 2. Work To Be Performed:** Contractor shall supply and furnish at the location where the Work is to be performed all labor, materials, equipment, tools, and supervision, and bear all items of expense, necessary for the complete and satisfactory performance of this Contract, except such items as Owner specifically agrees to supply or furnish to or for the use of Contractor. Any equipment, materials or services not specifically described in the Contract Documents but which may be fairly implied as required thereby or necessary to complete the Work for the use intended shall be within the scope of the Contractor's Work hereunder. Contractor shall be solely responsible for and have control over all means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract Documents.
- 3. Submittals:** Contractor agrees to furnish such proposals, information and other submittals (collectively, "Submittals") as Owner may require. To the extent Owner requests Submittals, Owner will review and comment on such Submittals to the extent necessary, within a reasonable time so as not to delay the progress of the Work. The parties stipulate and agree that a reasonable time shall not be less than five business days from Owner's receipt of each Submittal. Unless otherwise expressly directed by Owner in writing to the contrary, Contractor shall not begin and continue performance of any portion of the Work under this Contract without first receiving Owner's approval or comments on those Submittals. Any Submittal review or comment by Owner, or any failure to review or comment, unless expressly agreed in writing to the contrary, shall not alter any of the terms or conditions of this Contract or relieve Contractor of any responsibility or liability for the accuracy and completeness of its Submittal or be interpreted so as to imply approval of any Submittals. Irrespective of whether or not Owner has reviewed and provided comments upon any Submittal made by Contractor, any deviations from the requirements of the Contract Documents reflected in any such submittal shall not be deemed approved or accepted by Owner, unless Contractor expressly brings such deviation to Owner's attention and Owner has given Contractor express written approval of such deviation.

- 4. Additional Work:** To the extent authorized in writing by Owner, Contractor shall furnish or obtain from others the additional work whether or not required by the terms of this Contract ("Additional Work"). Additional Work must be approved in writing in the form of a written and executed amendment to this Agreement prior to starting such work. Owner will not be responsible for the costs of Additional Work commenced without its express prior written approval. Failure to obtain prior written approval for Additional Work waives Contractor's claim that it performed Additional Work and instead such work will be deemed to be part of the Work required of Contractor hereunder.
- 5. Responsibility for Work:** Contractor has had full opportunity to examine the scope of the Work involved, inspect the site and assess the existence of any concealed, hazardous or subsoil conditions. Contractor assumes full responsibility for the performance of the Work in a manner adequate to meet the conditions encountered. Contractor shall be responsible for all materials delivered and Work performed until final completion and acceptance by Owner.
- 6. Contractor's Employees:** Contractor shall employ a competent superintendent who, on behalf of the Contractor, shall have complete charge of all Work, with full authority to bind Contractor on any matter arising out of or relating to this Contract. Contractor shall advise Owner in writing of the name, address and telephone number (day and night) of its designated superintendent and shall not remove or replace the superintendent without prior written approval by the Owner. Any employee of the Contractor or any of its subcontractors judged by Owner as unskilled or unfit, shall be promptly removed by Contractor upon Contractor's receipt of written notice from Owner and shall not be re-employed on the Work except by written consent of Owner.
- 7. Contractor's Responsibilities:** The Contractor shall comply with the following provisions:

 - 7.1** All of the Contractor's employees engaged in the Work, as well as Contractor's representatives, suppliers, subcontractors, and visitors, shall be subject to any rules and regulations established by Owner for the conduct of Contractor's operations upon the site.
 - 7.2** Contractor agrees to obtain and maintain throughout the period of this Contract all such licenses as are required to do business in the State of Florida and in Bay County, Florida, including, but not limited to, all licenses required by the respective state boards and other governmental agencies, if any, responsible for regulating and licensing the Work to be provided and performed by Contractor pursuant to the Contract Documents.

- 7.3** Contractor agrees that, when the Work to be provided hereunder relate to a professional service which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such Work, it shall employ and/or retain only qualified and properly licensed personnel to provide such Work.
- 7.4** Contractor represents to Owner that it has expertise in the type of Work that will be required for the Project. Contractor agrees that all Work to be provided by Contractor pursuant to the Contract Documents shall be subject to Owner's reasonable review and approval.
- 7.5** The Contractor will include the provisions of this Article in every subcontract issued by it so that such provisions will be binding upon each of its sub-contractors and will require its sub-contractors to do likewise in their sub-agreements.

8. Scheduling Work: Owner represents that it and other contractors and subcontractors may be operating or working at the site of the Work during performance of this Contract. Owner reserves the right to direct the Contractor to schedule the order of performance of the Work in such a manner so as not to unreasonably interfere with the operations or performance of such other work by Owner or other contractors or subcontractors.

8.1 Within ten (10) days of the execution of this Contract, Contractor shall submit to Owner for its review and approval the Contractor's initial time schedule for the completion of the various portions of the Work within the Contract Time. To the extent required by Owner, the sequence of commencement and completion of separable portions of the Work shall be as Owner directs. Contractor shall make available for Owner's use during the progress of the Work any portion of Work completed as Owner may direct. As a condition precedent to the Contractor's right to receive monthly progress payments hereunder, Contractor shall update the time schedule on a monthly basis and deliver a copy of that updated schedule each month to Owner.

9. Inspection of Work: The Work shall be at all times open to inspection by Owner. Contractor agrees to coordinate all inspection matters through Owner. Inspection or failure to inspect by Owner shall not relieve Contractor of any responsibility or liability with respect to strictly complying with the requirements of the Contract Documents nor constitute acceptance of any defective, incomplete or nonconforming Work by Owner. If upon inspection any Work is found not to be strictly in accordance with the requirements of the Contract Documents, in the opinion of the Owner, Contractor shall take corrective measures to make such unacceptable Work satisfactory to Owner.

In the event of Contractor's failure to take corrective measures, Owner may institute corrective measures itself at Contractor's expense and deduct the cost thereof from the Contract Price. If the Contract Documents, Owner's instructions, laws, ordinances, or any public authority require any Work to be tested or approved, Contractor shall give Owner timely notice of its readiness for inspection and, if the inspection is to be performed by someone other than Owner, timely notice of the date fixed for such inspection.

- 10. Reports:** Contractor shall furnish Owner such logs and reports that Owner may reasonably require. Said logs and reports may include, without limitation, a schedule of values which breaks down the Contract Price into the various categories of the Work, the number, grade and trade of all personnel on the site, all subcontractors working on the site, all equipment located on the site and the weather conditions of the site. The logs and reports may also require identification of all safety issues including any accidents resulting in personal injury or property damage. In addition to the information required above, Contractor agrees to furnish such reports and conform with such administrative requirements required by Owner as may be stated in the Contract Documents.
- 11. Clearing Site:** On a daily basis during performance of the Work under this Contract and upon termination or completion thereof, Contractor shall remove all debris and waste material and keep and leave the site of the Work in a manner satisfactory to Owner.
- 12. Laws and Regular:** Contractor shall comply strictly with all local, state, and federal laws, orders, and regulations applicable to its operation in the performance of the Work hereunder. Contractor shall procure and pay for all permits and inspections required by any governmental authority for any part of the Work, and shall furnish any bonds, security or deposits required to permit performance of the Work. Contractor shall promptly notify Owner in writing if any of the Contract Documents are at variance with requirements of any applicable law, ordinance, rule or regulation. Contractor warrants that it has and will continuously hold throughout the term of this Contract all required and necessary licenses and governmental authorizations to perform the Work. Contractor also warrants that all subcontractors and any other parties performing any portion of the Work will have all required and necessary licenses and governmental authorizations to perform their respective parts of the Work.
- 13. Safety Requirements and Dust Control:** Contractor shall take all necessary precautions to protect all property and persons from damage or injury arising from the Work, whether on the Work site or adjacent thereto. Contractor shall provide adequate security to protect the site from entry by any unauthorized person during its performance under this Contract. Contractor shall take all necessary precautions to control dust or other airborne particles from causing a hazard or nuisance to adjacent persons or property.

14. Occupation Safety and Health Act: Contractor warrants that its performance of the Work under this Contract will comply in all respects with the Occupational Safety and Health Act and all applicable regulations, rulings, orders and standards promulgated thereunder and agrees to indemnify, defend and hold Owner harmless from any and all liabilities, claims, civil fines and penalties, including all costs of settlements, which may arise because the Contractor's performance of the Work failed to meet these requirements.

15. Performance Time: Time is of the essence of this Contract and all actions taken by the parties hereto shall be taken to the end that the performance of this Contract shall be fully expedited. Contractor shall begin performance of this Contract at the agreed time and shall diligently and continuously prosecute the Work thereafter. If Contractor shall stop performance and shall fail to resume timely performance within two (2) days after written notice from Owner, Contractor shall be in default and Owner may elect to terminate this Contract under the terms set forth below. Contractor shall indemnify, defend and hold Owner harmless from and against any penalty or liability incurred by Owner because of Contractor's failure to perform the Work as required hereunder.

16. Delays and Extension of Time: If Contractor is delayed in the progress of the Work, written notice thereof and of the anticipated results shall be given to Owner by Contractor within twenty-four (24) hours after the first commencement of the delay event. Failure to give such notice shall be deemed a waiver of any claim Contractor may otherwise have had for such delay. Delays caused by Owner or circumstances beyond the reasonable control and fault of Contractor and otherwise not reasonably foreseeable by Contractor in time to be prevented, shall, upon approval of the Owner, be the basis for an extension of time. Labor disputes shall not be a basis for an extension of time. Unless Contractor provides prompt written notice within 24 hours of the commencement of any event or occurrence hindering or delaying its progress, Contractor shall not be entitled to and hereby waives any and all damages which it may suffer and otherwise be entitled to by reason of such hindrance or delay.

17. No Damages for Delay: No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which Owner 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 and the Project 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 paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

18. Royalties and Patents: Contractor hereby warrants the use or sale of materials and equipment manufactured or delivered hereunder will not infringe upon any patent claims (to the extent the design for such materials and equipment is not furnished by Owner); and Contractor agrees to indemnify and hold Owner harmless from, and to defend at its sole expense, all suits and proceedings against Owner based on any such alleged patent infringement, and to pay all costs, expenses, judgments and damages which Owner may have to pay or incur by reason of any such suit or proceedings.

19. Injury to Persons and Damage to Property: The Contractor shall take precautions for safety of and shall provide protection to prevent damage, injury or loss to: (i) employees on the Work and other persons who may be affected thereby; (ii) the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's subcontractors or sub-subcontractors; and (iii) other property at the site or adjacent thereto; such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for remove, relocation or replacement.

Contractor shall utilize at its own risk materials, tools, equipment or facilities furnished by Owner for use by the Contractor and not to be incorporated in the Work and Contractor shall defend, indemnify and save Owner and Owner harmless from all claims for injuries to, or death of, any and all persons, and for loss of and damage to property resulting from or by reason of the Contractor's utilization thereof.

20. Guarantees: Contractor guarantees all Work shall be of the best quality of their respective kinds (unless otherwise authorized in writing by Owner), workmanship, and materials. Contractor further guarantees to use its best skill and judgment at all times in the performance of the Work and that it will perform the work as expeditiously and with the utmost expertise, care and skill. Contractor agrees that it will correct all Work which fails to conform to the aforesaid guarantees in any respect and is discovered and communicated to Contractor during the progress of the Work; provided, however, that if Contractor's field forces required for such replacement are not available as required by Owner, Owner may, at its option, make the necessary repairs and charge the cost thereof to Contractor. The terms of this guarantee shall inure to the benefit of Owner and shall be in addition to any other rights, remedies or warranties whether express or implied, available to Owner under law or equity.

21. Compensation and Payment: Contractor agrees to accept the Contract Price as its total compensation for doing all work, furnishing all materials, and performing all provisions embraced in this Contract; for all loss or damage arising out of the nature of the Work as from the action of the elements or from any unforeseen or unknown difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance; and for all risk of every description connected with the work.

21.1 Unless otherwise provided for in this Contract, Owner shall pay to Contractor, for performance of this Contract, partial payments as the work progresses, as follows:

21.1.1 At the end of each calendar month, or as soon thereafter as practicable, Contractor shall estimate, or cause to be estimated, the contract value of all Work performed hereunder based upon the bid schedules submitted by Contractor as part of its Bid Proposal. Contractor shall submit to Owner, for Owner's review and approval, an application for payment reflecting such Contractor's estimated value of the completed Work, together with such supporting documentation as may be required by Owner. Owner shall pay Contractor the value of the Work so estimated by Contractor and approved by Owner, less any disputed amounts or such other amounts Owner is entitled to withhold pursuant to the Contract Documents.

21.2 Any payment otherwise due hereunder may be withheld by Owner because of incomplete or defective Work or material not remedied, claims filed, or reasonable evidence indicating the probability of the filing of claims, failure of Contractor to make payments properly to its subcontractor or suppliers or for any other loss or expense Owner may incur as a result of any material breach of this Contract by Contractor. If the foregoing causes are removed to Owner's satisfaction, the withheld payments shall be promptly made.

21.3 The receipt of final payment by Contractor shall be deemed a waiver of any and all claims Contractor may have arising out of or relating to this Contract.

22. Taxes and Assessment: Except to the extent otherwise indicated in this Contract, Contractor accepts full and exclusive liability for the payment of any and all taxes and assessments which may now or hereafter be imposed by local, state or federal government, including without limitation, all sales, use, power, gross receipts or other taxes levied with respect to the Work, or payments made to Contractor and assessments for unemployment insurance, old age benefits, annuities, disability benefits, or other purposes which are in whole or in part measured by and/or based

upon the wages, salaries, or other remuneration paid to persons employed by Contractor on Work under this Contract.

23. Termination of Contract: Owner may at any time terminate this Contract and/or Contractor's right to proceed with the Work under the following conditions:

23.1 Termination for Cause: If the Contractor fails or refuses at any time to comply with its duties and obligations concerning safety, or fails or refuses at any time to supply a sufficient number of properly skilled workmen, or if the Owner has a reasonable belief that the Work is not proceeding at a rate sufficient to complete the Work within the time specified in the Contract, or if the Contractor defaults in the performance of any of its other obligations hereunder, the Owner may give Contractor written notice of default. If Contractor fails to remedy, or take appropriate measures to remedy the matter within two (2) days after receipt of such written notice, or if the Contractor becomes insolvent or makes an assignment for the benefit of creditors or files a petition in bankruptcy, or if bankruptcy or receivership proceedings are instituted against Contractor, the Owner may by immediate written notice cancel and terminate the Contractor's right to continue performance of the Work under this Contract regardless of the stage of completion of the Work and take possession of all equipment, tools, materials and supplies of Contractor necessary to complete the Work, and may at its option employ any other party to complete the Work, without prejudice and in addition to any other rights and remedies available to Owner at law or equity. If, after Owner has terminated the Contract, or otherwise exercised its rights under this paragraph, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that Owner is not entitled to the remedies against Contractor provided therein, then such termination shall be deemed a termination for convenience and Contractor's remedies against Owner shall be the same as and limited to those afforded Contractor under Paragraph 23.2.

23.2 Termination for Convenience: Upon two (2) days written notice from Owner, Owner may terminate this Contract, in whole or in part, for its convenience and without Contractor's default, whereupon Owner shall pay to Contractor that portion of the Contract Price corresponding to the Work completed to the Owner's satisfaction prior to the termination date, together with costs necessarily incurred by the Contractor in winding up and demobilization. In no event shall Owner be liable for any loss of profit or business opportunity by Contractor with respect to the terminated portion of the Work.

The Contractor shall be responsible for conveying any change in their address to the City of Panama City Beach Finance Department during the term of this contract and any extensions thereof. The Finance Department will disperse the address change to all applicable departments and agencies. The Contractor's notification of address change shall be in writing; Email or Fax is acceptable.

Additionally, the parties hereto acknowledge that they have carefully reviewed this Contract and have been advised by counsel of their choosing with respect thereto, and that they understand its contents and agree that this Contract shall not be construed more strongly against any party hereto, regardless of who is responsible for its preparation.

EXHIBIT C
CITY OF PANAMA CITY BEACH'S
INSURANCE REQUIREMENTS

1. LOSS CONTROL/SAFETY

- a.** Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees, and property. The Contractor shall be expected to comply with all laws, regulations or ordinances related to safety and health, shall make special effort to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected.
- b.** The City may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that such stoppage will not shift responsibility for any damages from the Contractor to the City.
- c.** The Contractor acknowledges that possession, use, or threat of use of weapons or firearms is not permitted on City property, including in the Contractor's vehicles, unless such possession or use of a weapon is a necessary and an approved requirement of the contract.

2. DRUG FREE WORK PLACE REQUIREMENTS

All contracts with individuals or organizations that wish to do business with the City of Panama City Beach City Council, a stipulation will be made in the contract or purchase order that requires contractors, subcontractors, vendors or consultants to have a substance abuse policy. The employees of such contractors, subcontractors, vendors or consultants will be subject to the same rules of conduct and tests as the employees of the City of Panama City Beach City Council. In the event of an employee of a supplier of goods or services is found to have violated the Substance Abuse Policy, that employee will be denied access to the City's premises and job sites. In addition, if the violation(s) is/are considered flagrant, or the City is not satisfied with the actions of the contractor, subcontractor, vendor, or consultant, the City can exercise its right to bar all of the contractor's, subcontractor's, vendor's, or consultants employees from its premises or decline to do business with the contractor, subcontractor, vendor or consultant in the future. All expenses and penalties incurred by a contractor, subcontractor, vendor or consultant as a result of a violation of the City's Substance Abuse Policy shall be borne by the contractor, subcontractor, vendor, or consultant.

3. INSURANCE - BASIC COVERAGES REQUIRED

A. The Contractor shall procure and maintain during the life of this Agreement insurance of the following types:

1) Worker's Compensation: For all of his employees engaged in work on the project under this Agreement. In case any employee engaged in hazardous work on the project is not protected under the Worker's Compensation Statute, the Contractor shall provide Employer's Liability Insurance for the protection of such of his employees not otherwise protected under such provisions.

Coverage A - Worker's Compensation - Statutory
Coverage B - Employer's Liability - \$1,000,000.00

Liability: Comprehensive General Liability insurance including, but not limited to:

- a) Independent Contractor's Liability;
- b) Contractual Liability;
- c) Personal Injury Liability.

The minimum primary limits shall be no less than \$1,000,000 per occurrence / \$2,000,000 annual aggregate Personal Injury Liability, and no less than \$500,000 Property Damage Liability, or \$2,000,000 Combined Single Limit Liability, or higher limits if required by any Excess Liability Insurer. City shall be named as additional insured pursuant to an additional insured endorsement on ISO Form 20 10 10 01 (or superseding form) providing comprehensive general liability coverage for completed operations in addition to on-going operations.

2) Automobile Liability: Automobile Liability insurance including all owned, hired, and non-owned automobiles. The minimum primary limits shall be no less than \$1,000,000 Bodily Injury Liability, and no less than \$1,000,000 Property Damage Liability, or no less than \$1,000,000 Combined Single Limit Liability, or higher limits if required by the Excess Liability Insurer. City shall be named as additional insured.

3) Professional Liability: Professional Liability insurance covering professional services rendered in accordance with this Agreement in an amount not less than \$1,000,000 per occurrence / \$2,000,000 annual aggregate project specific coverage, or in an amount not less than \$10,000,000 per claim / \$10,000,000 annual aggregate non-project specific, company-wide coverage.

B. Certificates of Insurance: The Contractor shall furnish to the City copies of all policies and endorsements and certificates of insurance allowing thirty (30) days written notice of any change in limits or scope of coverage, cancellation, or non-renewal. Such certificates

shall contain the following wording: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE AMENDED IN LIMITS OR SCOPE OF COVERAGE OR CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL THIRTY (30) DAYS NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN." In the event (1) the ACORD form does not include the forgoing provision in the certificate, (2) the city has been provided a copy of a policy endorsement naming the city as additional insured (on the general liability and automobile liability insurance policies) and (3) the policy endorsement in favor of the city (for the workers compensation, general liability and automobile liability insurance policies) expressly provides that the city be given thirty (30) days written notice before an amendment in limits or scope of coverage or cancellation, then the following wording may be substituted "SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE AMENDED IN LIMITS OR SCOPE OF COVERAGE OR CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS." If the insurance policies expire during the term of this Agreement, a renewal certificate shall be filed with the City thirty (30) days prior to the renewal date.

- 4. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS:** The Contractor shall comply with all Federal, State, and Local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- 5. ASSIGNABILITY:** The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written approval of the City, provided that claims for the money due or to become due the Contractor from the City under this Agreement may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.
- 6. INDEPENDENT CONTRACTOR:** The Contractor is and shall remain an independent contractor and not an employee of the City.
- 7. CONTROLLING LAW AND VENUE:** All questions pertaining to the validity and interpretation of this Agreement shall be determined in accordance with the laws of Florida applicable to contracts made and to be performed within this state. Exclusive jurisdiction and venue to interpret or resolve any dispute under this Agreement shall lie in the Circuit Court, Fourteenth Judicial Circuit, in and for Bay County, Florida.
- 8. ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties with respect to the subject matters. All prior agreements, representations, statements, negotiations, and undertakings are hereby superseded. Any alterations or variations of the terms of this Agreement shall not be valid unless made in writing and signed by the parties. If any term or provision of this Agreement shall be found by a court of competent jurisdiction to be illegal or unenforceable, then, notwithstanding, the remainder of the Agreement shall remain in full force and effect.

- 9. ATTORNEY'S FEES:** If either party is required to institute or defend any legal proceedings in connection with this Agreement, the prevailing party shall be entitled to its costs thereof, together with reasonable attorney's fees.
- 10. NO WAIVER:** No waiver of any provision of this Agreement shall be effective unless made in writing, signed by the party against whom it is charged. No waiver of any provision of this Agreement shall constitute a waiver of any other provision of this Agreement, nor of the same provision in the future. Neither the failure nor any delay by any party in exercising any right or power under this Agreement, nor any course of dealing between or among the parties, will operate as a waiver of such right or power, and no single or partial exercise of any such right or power will preclude any other or further exercise of such right or power or the exercise of any other right or power.
- 11. MEDIATION:** City and Contractor agree to attempt to resolve any dispute between them related to the interpretation or performance of this Agreement by mediation in Bay County, Florida, with a mutually acceptable, certified Florida Mediator to serve at joint expense. If the parties are unable to agree upon a mediator, either party shall request the appointment of a mediator by the Chief Judge of the Circuit Court, Fourteenth Judicial Circuit in and for Bay County, Florida. Mediation contemplated by this paragraph is intended to be an informal and non-adversarial process with the objective of helping the parties reach a mutually acceptable and voluntary agreement. The decision-making shall rest solely with the parties. The mediator shall assist the parties in identifying issues, fostering joint problem-solving, and exploring settlement alternatives. Any settlement will require approval of City's governing board. If the parties are unable to reach a mediated settlement within ninety (90) days of the mediator's appointment, either party may terminate the settlement discussions by written notice to the other and initiate litigation. Any litigation commenced in violation of this section shall be stayed pending mediation as agreed. This section shall survive termination of this Agreement.
- 12. PUBLIC RECORDS:** The City is a public agency subject to the Florida Public Records Law expressed in Chapter 119, Florida Statutes. Accordingly, Contractor agrees to also comply with that law, specifically including to:
- A. Keep and maintain public records required by the public agency to perform the service.
 - B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.
 - C. Ensure that public records that are exempt or confidential and exempt

from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if [Contractor/Contractor/Engineer] does not transfer the records to the public agency.

- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of [Contractor/Contractor/Engineer] or keep and maintain public records required by the public agency to perform the service. If [Contractor/Contractor/Engineer] transfers all public records to the public agency upon completion of the contract, [Contractor/Contractor/Engineer] shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If [Contractor/Contractor/Engineer] keeps and maintains public records upon completion of the contract, [Contractor/Contractor/Engineer] shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF CONTRACTOR QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT DIANE FOWLER, CUSTODIAN OF PUBLIC RECORDS AT (850) 234-5100, DFOWLER@PCBGOV.COM or 110 SOUTH ARNOLD ROAD, PANAMA CITY BEACH, FLORIDA 32413.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in three (3) copies each of which shall be deemed an original on the date first written above.

CITY OF PANAMA CITY BEACH

BY _____
MARIO GISBERT, CITY MANAGER

(SEAL)
ATTEST

DIANE FOWLER, CITY CLERK

CONTRACTOR: FLORIDA PEST CONTROL

BY _____

NAME _____
(Please type)

(SEAL)
ATTEST:

TITLE _____

NAME _____
(Please type)

TITLE _____

END OF SECTION



LEGEND

 LANDSCAPE / IRRIGATION MAINTENANCE AREA



				DATE: 5-16-2016	CITY OF PANAMA CITY BEACH 110 SOUTH ARNOLD ROAD PANAMA CITY BEACH, FLORIDA 32413	EXHIBIT A	SHEET NUMBER
NO.	DATE	BY	SCALE: N.T.S.	N PIER PARK DRIVE & N RICHARD JACKSON BLVD			1 OF 2
			DESIGNED BY: K.L.Y.				
			DRAWN BY: L.J.S.				
			CHECKED BY: K.L.Y.				
			FILE NO: _				



LEGEND

 LANDSCAPE / IRRIGATION MAINTENANCE AREA



NO.	DATE	BY

DATE:	5-16-2016
SCALE:	N.T.S.
DESIGNED BY:	K.L.Y.
DRAWN BY:	L.J.S.
CHECKED BY:	K.L.Y.
FILE NO:	_

CITY OF
PANAMA CITY BEACH

110 SOUTH ARNOLD ROAD
PANAMA CITY BEACH, FLORIDA 32413

EXHIBIT A

N ALF COLEMAN RD & N NAUTILUS ST

SHEET NUMBER
2 OF 2

