

**RESOLUTION 15-23**

**BE IT RESOLVED** that the appropriate officers of the City are authorized but not required to execute and deliver on behalf of the City that certain Agreement between the City and Attack One Fire Management Services, Inc., relating to prescribed fire services in the Conservation Park, in an amount not to exceed Eighty Five Thousand Dollars (\$85,000), 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, whose execution of such agreement shall be conclusive evidence of such approval.

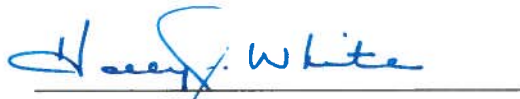
**THIS RESOLUTION** shall be effective immediately upon passage.

**PASSED** in regular session this 13 day of November, 2014.

**CITY OF PANAMA CITY BEACH**

By:   
Gayle F. Oberst, Mayor


**ATTEST:**

  
Holly J. White, City Clerk

# Memorandum

To: Mario Gisbert

CC: Paul Casto, Holly White

From: Al Shortt 

Date: November 5, 2014

Subject: Bids – Conservation Park Prescribed Fire Services

---

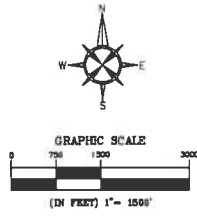
Since the completion of the City's wastewater effluent-to-wetlands project and the formation of Conservation Park in 2011, staff has been working to implement a site management plan and continue mitigation work required by the FDEP for impacts to wetlands. The objective of the plan is to restore the mosaic of natural communities within the park to mimic historic habitats that existed prior to the recent silviculture (tree farming) use. The plan calls for prescribed burns to reduce dense understory brush, improve habitat for wildlife and to provide improved conditions for longleaf pine, native grasses and wildflowers to return. Burns are to be performed annually, with various tracts within the park burned at approximately three year intervals. In 2012, the City contracted for the initial two years of services and a new two year contract is needed to continue the effort. Attachments to this memorandum shows park areas scheduled for prescribed fire over the next two years.

A prescribed fire services bid document was prepared by the City's consultant, Tetra Tech, Inc., covering the next two years of services. The base bid includes unit prices for services based on a per-acre price and hourly personnel/equipment rates for additional work beyond that included in the per-acre rates. The work was publically advertised and two bids were submitted by the deadline. A copy of the bid tabulation is attached for your review. The low base bid was submitted by Attack One Fire Management Services, Inc. in the estimated amount of \$58,443.53 for the per-acre rate portion of the project. The final cost can change based on actual acreage burned since some fires will be expected to carry into wetlands. Fire carryover is desirable under the right weather conditions and final acreage burn payments will be determined for each section as it is completed. Since the additional costs for hourly rate component of work can be significant over the term of the agreement, an allowance for that component of the agreement must be included. In addition, the unit costs are provided in the event services are needed to cut fire breaks and prepare tracts for a safe burn, or for wildfire suppression.

Staff has reviewed the bids and recommends the City Council award the work to Attack One Fire Management Services, Inc. based on the per acre bid amounts, with an additional approximately \$25,000 in funds for providing as-needed additional work based on contract unit prices. Staff concurs and recommends approval for a total not-to-exceed contract amount of \$85,000 for the two year term.



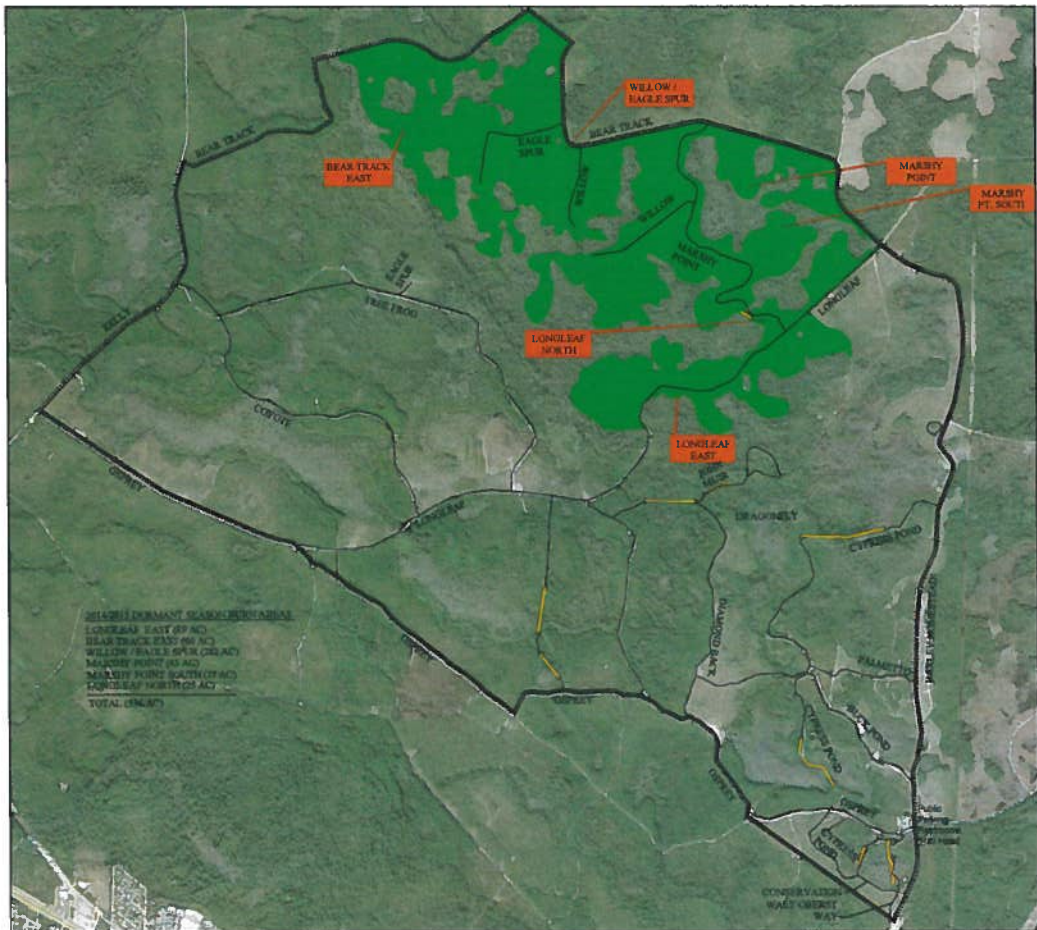
C:\Users\jcamp\OneDrive\Documents\2015\Management Plan\Conservation\2015 Management Plan\Figures\Update\Figure 2 - 2014/2015 Dormant Season Burn Areas.mxd



**LEGEND**

**FUTURE YEARS BURN PLAN**

- 2014/2015 DORMANT SEASON BURN AREAS
- BURN AREA LABEL
- PARK BOUNDARY
- PARK TRAILS
- WOODEN BOARDWALKS

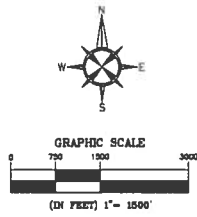


**2014/2015 DORMANT SEASON BURN MAP**  
 CONSERVATION PARK  
 CITY OF PANAMA CITY BEACH, FLORIDA

**TETRA TECH**  
 9110 Lake Joseph Boulevard, Ste. 200  
 Panama City, FL 32407  
 Phone: (904) 968-0997  
 Florida Engineering Certificate No. 3499

**FIG. 2**

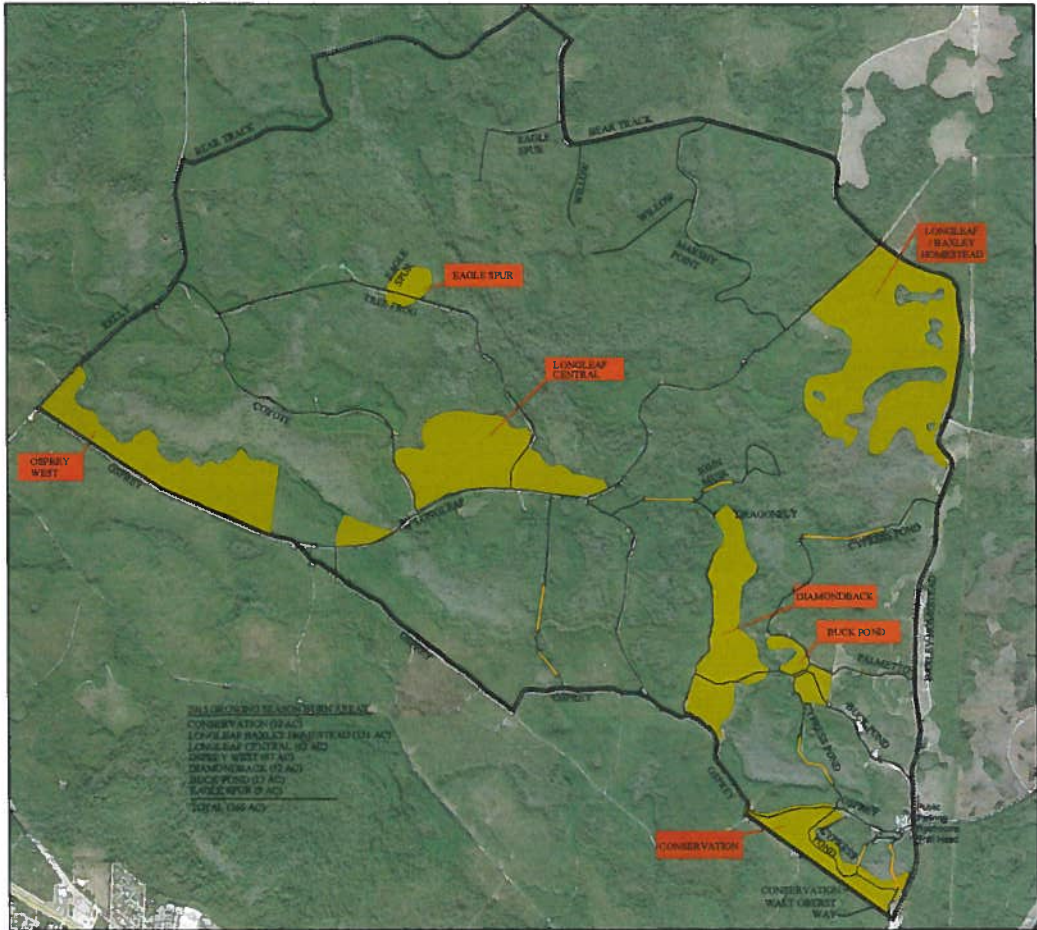
C:\Users\jcamp\OneDrive\Documents\2015-2025 Burn Management Plan\2015 Growing Season Burn Map.aprx



**LEGEND**

**FUTURE YEARS BURN PLAN**

- 2015 GROWING SEASON BURN AREAS (CONDITIONS PERMITTING)
- COYOTE** BURN AREA LABEL
- PARK BOUNDARY
- PARK TRAILS
- WOODEN BOARDWALKS



**TETRA TECH**  
 41 South Avenida del Mar, Ste. 200  
 Panama City, FL 32401  
 Phone: (904) 888-2887  
 Florida Engineering Certificate No. 3428

---

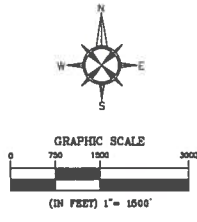
**2015 GROWING SEASON BURN MAP**  
 CONSERVATION PARK  
 CITY OF PANAMA CITY BEACH, FLORIDA

---

---

**FIG. 3**

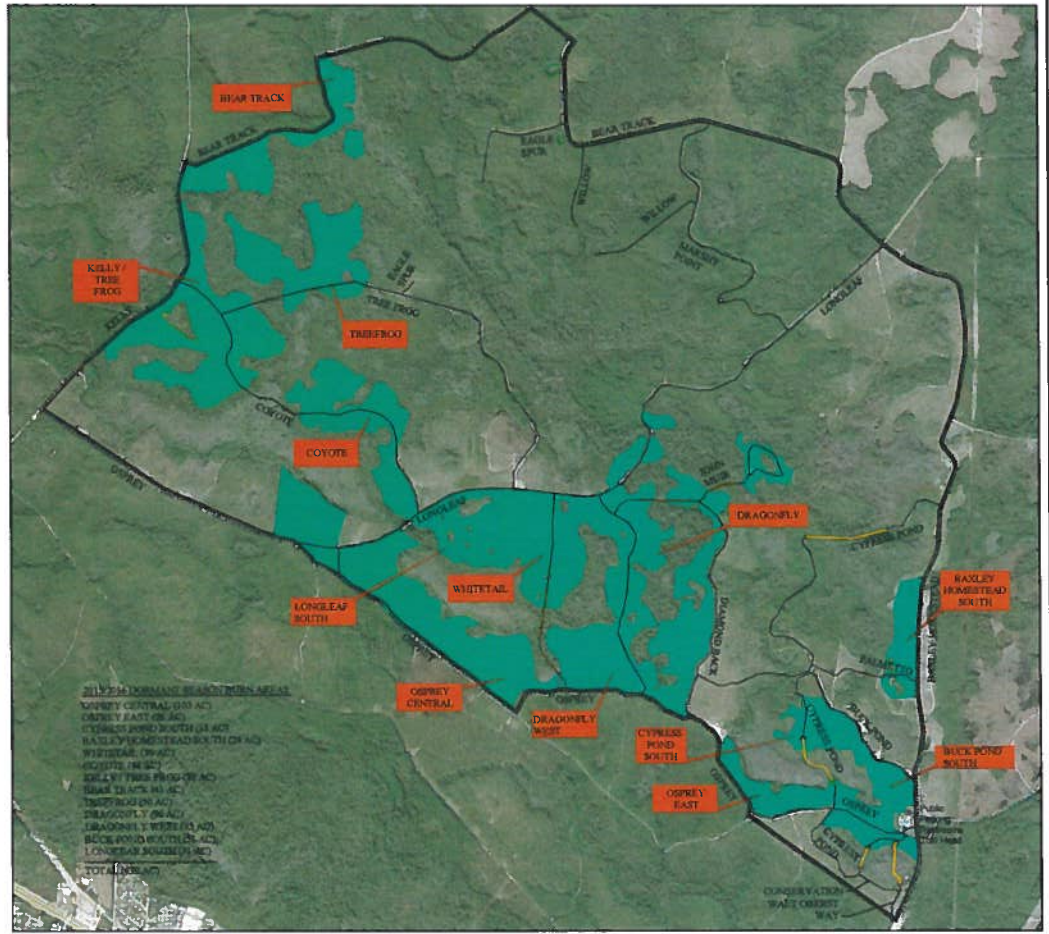
City of Panama City, Florida - 2015/2016 Dormant Season Burn Areas - 2015/2016 Dormant Season Burn Areas



**LEGEND**

**PREVIOUS BURN AREAS**

- 2015/2016 DORMANT SEASON BURN AREAS
- BURN AREA LABEL
- PARK BOUNDARY
- PARK TRAILS
- WOODEN BOARDWALKS



2015/2016 DORMANT SEASON BURN AREAS

- OSPREY CENTRAL (343 AC)
- OSPREY EAST (26 AC)
- CYPRSS POND SOUTH (41 AC)
- RAZLEY HAMESTEAD SOUTH (28 AC)
- WISSEAR (29 AC)
- OSPREY (18 AC)
- BIAR TRACK (19 AC)
- KELLY TREE TRAILS (19 AC)
- TRIFFIDOO (18 AC)
- LONGLEAF SOUTH (18 AC)
- DRAGONFLY WEST (18 AC)
- DRAGONFLY (18 AC)
- DRAGONFLY WEST (18 AC)
- BLACK POND SOUTH (18 AC)
- LONGLEAF (18 AC)

TOTAL: 481 AC

**TETRA TECH**  
 2100 West 17th Street, Ste 400  
 Panama City, FL 32401  
 Phone: (904) 796-5001  
 Fax: (904) 796-5002  
 Website: tetra-tech.com



**2015/2016 DORMANT SEASON BURN AREAS**  
 CONSERVATION PARK  
 CITY OF PANAMA CITY BEACH, FLORIDA



**FIG. 4**

## **SECTION 9 - AGREEMENT**

THIS Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by and between THE CITY OF PANAMA CITY BEACH, FLORIDA, (hereinafter called "Owner") and ATTACK ONE FIRE MANAGEMENT SERVICES, INC. doing business as a Corporation (an individual), or (a partnership), or (a corporation), having a business address of, 24 Rainbow Drive, Crawfordville, Florida 32327 (hereinafter called "Contractor"), for the performance of the Work (as that terms is defined below) of **PRESCRIBED FIRE MANAGEMENT SERVICES - PANAMA CITY BEACH, FLORIDA** ("Project"), to be located at Panama City Beach, Florida, in accordance with the Contract Documents prepared by Tetra Tech, Inc., the Engineer of Record (hereinafter called "Engineer") and all other related attachments and items referenced in the 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.

The Owner reserves the right to eliminate from time to time one or more portions of the Work upon no less than thirty (30) days written notice to the Contractor in the event that the Water Management District, or another governmental or educational agency, agrees to undertake such a portion for the Owner.

2. The Contractor hereby agrees to commence and complete the Work under the Contract Documents for the 2014/15 dormant season, 2015 growing season and the 2015/16 dormant season burn areas, respectively, within the times specified therefore in the Contract Documents (the "Contract Time").
3. The Contractor agrees to pay the Owner, as liquidated damages, the sum of \$100 for each calendar day that expires after the Contract Time for Substantial Completion or Final Completion.
4. The Contractor agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the amounts 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").

The final contract amount will be subject to adjustments based on allowances and bid items based on their respective unit prices in bid form and actual in-place unit quantities for those listed below.

**TOTAL NOT-TO-EXCEED CONTRACT VALUE IS \$85,000.00, INCLUSIVE OF ALL SERVICES USING PER ACRE RATES AND HOURLY RATES (TABLES 1 & 2).**

**ACRE RATES:**

Acre rates include all pre-burn planning, fireline preparation, ignition and stand-by time, mop-up and monitoring time as well as all other labor, materials, equipment, tools, transportation (personnel), equipment mobilization, and supplies required to complete the work. Unit prices are provided to compensate for carryover into adjacent wetlands, when conditions warrant a planned carryover.

<b>Area*</b>	<b>Estimated Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Item Cost</b>
2014/15 Dormant Season	536	Ac	\$36.34	\$19,478.24
2015 Growing Season	366	Ac	\$42.58	\$15,584.28
2015/16 Dormant Season	639	Ac	\$36.59	\$23,381.01

**Total: \$ 58,443.53**

**HOURLY RATES:**

Payments based on hourly personnel and equipment rates can be applied to all tract types. Hourly rates can also be applied to the following situations and tasks: long-term mop-up, monitoring, or re-burn situations, wildfire suppression, and fireline maintenance (annual), establishment and rehabilitation services. In general, hourly rates can be applied to tracts that need extra time and attention to better meet prescribed burn goals and objectives or to areas that have special safety concerns.

**Table 1 Personnel/Mobilization Rates:**  
Hourly rates for personnel and mobilization.

<b>PERSONNEL</b>	<b>HOURLY RATE</b>
Administrative	\$ 30.00 /hour
Burn Technician	\$ 40.00 /hour
Burn Manager	\$ 70.00 /hour
GIS Professional	\$ 70.00 /hour
Project Manager	\$ 70.00 /hour
<b>ONE WAY MOBILIZATION RATE</b>	\$ 300.00 /hour

**Table 2 Equipment Rates:**

**All rates include operator (except ATV's) and fuel.**

<b>EQUIPMENT LIST</b>	<b>EQUIPMENT DESCRIPTION (type, model, etc.)</b>	<b>HOURLY RATE</b>
Type 6 Engine (300 Gal)	2008 Dodge 5500 4x4	\$100.00/hour
Type 6 Engine (300 Gal)	2008 Dodge 5500 4x4	\$100.00/hour
Type 6 Engine (250 Gal)	2004 Ford F350 4x4	\$100.00/hour
Type 6 Engine (200 Gal)	1999 GMC 3500 4x4	\$100.00/hour
Dozer w. Enclosed Cab w/winch & 35 gallon water tank	2006 John Deere 650 J LGP	\$130.00/hour
Fireline Harrow	Mathis 2 gang 16 disc harrow	\$10.00/hour
Fireline Plow	Fesco 2 Disc Pull Type Plow	\$10.00/hour
Enclosed cab tractor w/80 gallon water tank & 16 gallon power torch	2007 Massey Ferguson 5445 4x4 Tractor	\$100.00/hour
400 gallon pull type water trailer w/150 psi pump and hose	Custom Built Unit	\$25.00/hour
UTV w/80 gallon water tank, pump & hose	2004 Polaris Ranger 4x4	\$30.00/hour
UTV w/80 gallon water tank, pump & hose	1999 Polaris Ranger 6x6	\$30.00/hour
Gyrotrac Mulcher	Gt-25 Gyrotrac (250 Hp)	\$250.00/hour
Gyrotrac Mulcher	Gt-18 XP LF Gyrotrac (225 Hp)	\$225.00/hour
Gyrotrac Mulcher	GT-18 XP SF Gyrotrac (225 Hp)	\$225.00/hour
Gyrotrac Mulcher	Gt-13 XP Gyrotrac (130 Hp)	\$175.00/hour
Gyrotrac Mulcher	Gt-10 XP Gyrotrac (100 Hp)	\$150.00/hour
Side Arm Mower	Hardee 21' Boom Mower	\$105.00/hour
Marsh Master	MM1 Marsh Master	\$125.00/hour
ATV w/power torch	Polaris Sportsman 500 4x4	\$30.00/hour
ATV w/power torch	Polaris Sportsman 400 4x4	\$30.00/hour
ATV w/ power torch	Kawasaki Prairie 330	\$30.00/hour

<b>EQUIPMENT LIST</b>	<b>EQUIPMENT DESCRIPTION (type, model, etc.)</b>	<b>HOURLY RATE</b>
ATV for support	Kawasaki Bayou 220	\$30.00/hour
ATV for support	Polaris Sportsman 600 4x4	\$30.00/hour
Portable water tank	SEI Pumpkin Tank (2500 Gal)	\$40.00/hour
Pump for Pumpkin	Mark III High Pressure Pump	\$40.00/hour
Flare Gun	Firequick II Flare Launcher	\$40.00/hour
Dragon Egg Launchers	HS Pyroshot	\$40.00/hour

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

Section 1	INTRODUCTION
Section 2	PROPOSED SCHEDULE
Section 3	INSTRUCTIONS TO BIDDERS
Section 4	KEY POINTS
Section 5	SCOPE OF WORK
Section 6	BID PROPOSAL FORMS
Section 7	STATEMENT UNDER SECTION 287.087, FLORIDA STATUTES, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS
Section 8	PUBLIC ENTITY CRIMES STATEMENT
Appendix A	CITY OF PANAMA CITY BEACH PRESCRIBED FIRE STANDARDS
Appendix B	CITY OF PANAMA CITY BEACH FIRELINE STANDARDS

SPECIFICATIONS prepared or issued by Tetra Tech, Inc. dated November 2014.

#### ADDENDA

No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_  
 No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_  
 No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_  
 No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_

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  
Mario Gisbert, City Manager  
(850) 233-5108

ATTENTION:  
Fax No.:

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. 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.

11. 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.

12. 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.
13. 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.
14. 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 Albert E. Shortt, P.E..
15. 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 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 0080 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.

#### 16. 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, shall purchase and maintain Federal Longshoremens' 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 of its executive officer or principle stating that it qualifies as an independent contractor under the standards set forth in 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 Aggregate Limit
	\$2,000,000	

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

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 \$1,000,000,each occurrence and



aggregate as required by Owner.

PROPERTY INSURANCE COVERAGE (Applies to Control Building and Walled Service/Storage Yard only)

“The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder’s risk “all-risk” or equivalent policy form in the amount of the initial Contract Price for Control Building and Walled Service/Storage Yard, plus value of subsequent Change Orders and/or Construction Change Directives and cost of materials supplied or installed by others, comprising the total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in the Contract Documents or until no person or entity other than the Owner has an insurable interest in the property required by this section to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

Property insurance shall be on an “all-risk” or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Engineer’s and Contractor’s services and expenses required as a result of such insured loss.

If the Owner is damaged by the failure or neglect of the Contractor to purchase or maintain insurance as described herein, without so notifying the Owner in writing, then the Contractor shall bear all reasonable costs properly attributable thereto.

Any deductibles shall be disclosed to Owner and are subject to Owner’s prior review and approval. If the Owner approves any such deductibles, the Contractor shall pay costs not covered because of such deductibles to the extent the casualty event was caused by the fault or neglect of Contractor or anyone for whom Contractor is responsible, otherwise Owner shall pay such costs.

This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

If the Owner requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Contractor shall include such insurance, and the cost thereof shall be paid for by the Owner. Unless expressly requested by Owner in advance and in writing, if the Contractor procures insurance for risks other than those described herein or other special causes of loss are included in the property insurance policy, the cost thereof shall be borne solely by the Contractor.

Before an exposure to loss may occur, the Contractor shall file with the Owner a copy of each policy that includes insurance coverage's required by this section. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 10 days' prior written notice has been given to the Owner.

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Engineer, Engineer's consultants, separate contractors, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this section, except such rights as they have to proceeds of such insurance held by the Owner. The Owner or Contractor, as appropriate, shall require of the Engineer, Engineer's consultants, separate contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged. A loss insured under the property insurance shall be adjusted by the Owner and made payable to the Owner for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

The Owner shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in accordance with the dispute resolution procedures set forth in the Contract Documents.

#### ADDITIONAL INSURANCE

The Owner requires the following additional types of insurance:  
Commercial General Liability Increased General Aggregate Limit. Because the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided for all projects, a separate aggregate limit of \$2,000,000 is required by the Owner for this Agreement and project.

#### INDEMNITY:

The Contractor shall defend, indemnify and hold the Owner harmless from all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting from or arising out of the agreement or work to be performed, unless such claims are a result of the Owner's sole negligence. The Contractor agrees to pay on

behalf of the Owner, and to pay the cost of the Owner's legal defense, for all claims described above. Such payment on behalf of the Owner shall be in addition to any and all other legal remedies available to the Owner and shall not be considered to be the Owner's exclusive remedy. The Contractor agrees to accept, and acknowledges as adequate remuneration, the consideration of \$10 and the Owner's reliance upon these covenants, for agreeing to defend, indemnify, hold harmless and insure the Owner as required.

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: \_\_\_\_\_

\_\_\_\_\_

NAME: Mario Gisbert

City Clerk

City Manager

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

CONTRACTOR:

ATTEST:

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

\_\_\_\_\_

NAME: \_\_\_\_\_  
(Please Type)

NAME: \_\_\_\_\_  
(Please Type)

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