

**PANAMA CITY PORT AUTHORITY**

**CONTRACT DOCUMENTS  
FOR  
EAST GATE RAIL AND CROSSING IMPROVEMENTS**

**September 2020**

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**THE CONTRACT DOCUMENTS ARE NOT COMPLETE WITHOUT ALL OF THE FOREGOING BEING ATTACHED IN THE ORDER STATED ABOVE.**

## INVITATION FOR BIDS

Sealed bids, subject to conditions contained herein, will be received by the Port Director, Port Panama City, Florida until **2:00 PM local time, on Wednesday, September 30th, 2020** and then publicly opened and read, for furnishing all labor, equipment, and materials to perform all work for the **East Gate Rail and Crossing Improvements**. The work will include the furnishing of all necessary permits, materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete the referenced project, as described in the detailed Scope of Work in the Contract Documents.

A **NON-MANDATORY** pre-bid meeting will be held on **Tuesday, September 15th, 2020, 10:00 AM local time**, at the Port Authority conference room at One Seaport Drive, Panama City, FL, 32401. Bidders are strongly encouraged to attend the Pre-Bid meeting and follow-on project walk-thru.

The Contractor shall comply with all applicable local, state, federal building, and rail codes and Section 311.12 of the Florida Statutes, "Work Badges", concerning Port security. Contractor shall bear the cost of employee screening and issuance of employee work permits.

Scope of Work and Specifications are in this package or may be obtained at the **Panama City Port Authority Administrative Office. Address: One Seaport Drive, Panama City, Florida 32401.** Copies will be provided to the Bidder. A guarantee will be required with each bid as follows: at least 5% of the amount of bid in the form of a certified check or bid bond payable to the Panama City Port Authority. A Public Construction Bond will be required in the amount of 5% of the contract price.

Bids, accompanied by the Public Entity Crime Statement, Bid Bond, Drug-free Workplace Form and Insurance Certification Statement, must be submitted in the form included in the Contract Documents. Bids must include the unit price for various components identified on the form, which prices will be used in negotiating additions or deletions in the contract amount.

The Port reserves the right to reject any and all bids or parts of bids, and otherwise award the bid determined to be in the best interest of the Port. In addition to the discretionary powers vested in the Port, and not in lieu thereof, the Port reserves the right to reject a bid based on the absence of adequate budgetary allowances for the Project.

The Port reserves the right to negotiate the terms of the Contract, including pricing and changes to the Plans and Specifications, with the lowest and best bidder. Should negotiations with the lowest and best bidder fail to result in a contract, the lowest and best bidder may be deemed disqualified and the Port may enter into negotiations with the next lowest bidder. This process may continue until negotiations with all bidders fail.

The Port reserves the right to accept the lowest and best bid for a period of up to one hundred twenty (120) days.

A site visit is suggested. A Port representative will be available to answer any questions you may have. The Port office number is (850) 767-3220 to make an appointment for a site visit.

Envelopes containing bids, inside parcel delivery envelopes, must be sealed, addressed as follows and delivered to the Deputy Director, **“Panama City Port Authority – East Gate Rail Project”**, address: One Seaport Drive, Panama City, FL 32401 **by 2:00 PM (local time) on Wednesday, September 30th, 2020.**

Charles P. Lewis, Jr.

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Deputy Director,  
Panama City Port Authority

## CONTRACT

**THIS AGREEMENT** made and entered into the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between \_\_\_\_\_ whose address is \_\_\_\_\_, Contractor, and the **PANAMA CITY PORT AUTHORITY**, One Seaport Drive Panama City, Florida 32401, Owner, **WITNESSETH** that, the Contractor, for the consideration hereinafter set forth, hereby agrees with the Owner, as follows:

1. That contractor shall furnish all materials and labor for the performance of all work as required by the Contract Documents relating to the East Gate Rail and Crossing Improvements 2020.
2. The Contractor shall commence the work to be performed under this Contract on a date to be specified in Owner's Notice to Proceed, and shall fully complete all work within **Ninety 90** consecutive calendar days from said date. Note: Actual onsite work shall be no longer than two weeks. All work will be coordinated with the Port under existing train traffic conditions.
3. Owner hereby agrees to pay to the Contractor for the faithful performance of this Agreement, subject to additions and deductions as provided in the specifications or proposal, in lawful money of the United States, as follows: \_\_\_\_\_( ).
4. On or before the Fifteenth (15th) day of each calendar month, the Owner shall make partial payments to the Contractor on the basis of a duly certified and approved estimate of Work performed during the preceding calendar month by the Contractor, less ten percent (10%) of the amount of such estimate which is to be retained by the Owner until all work has been performed strictly in accordance with this Agreement and accepted by the Owner.
5. Upon submission by the Contractor of evidence satisfactory to the Owner that all payrolls, material bills and other costs incurred by the Contractor in connection with the work have been paid in full. Final payment on this Agreement shall be made within thirty (30) days after the date of the Certificate of Occupancy and acceptance of the Work by Owner, or upon completion of the work and acceptance thereof by the Owner.

6. Should the Owner, after execution of this Agreement, deem the Surety or Sureties on the Bond to be unsatisfactory, or if for any reason such Bond ceases to be adequate to cover the performance of the Work, the Contractor shall, within five (5) days after receipt of notice from the Owner, at its expense, furnish an additional bond or bonds in such form and amounts and with such surety or sureties satisfactory to the Owner. In such event, no further payment shall be made to the Contractor until such new or additional security for the faithful performance of the Work has been furnished to the Owner.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the day and year first above written, in one or more counterparts, each of which shall be deemed an original contract.

**Signed, sealed and delivered in the presence of:**

**CONTRACTOR:**

\_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_

(Print Name of Witness)

\_\_\_\_\_

(Print Name of Witness)

As to Contractor

**OWNER:**

PANAMA CITY PORT AUTHORITY

By \_\_\_\_\_

\_\_\_\_\_  
(Print Name)

Its \_\_\_\_\_

\_\_\_\_\_  
(Print Name of Witness)

**ATTEST**

\_\_\_\_\_  
(Print Name)

## GENERAL CONDITIONS

The Undersigned, as Contractor, hereby declares that he has examined the site of the Work and evaluated all conditions pertaining to the places where the Work will be done; that he has examined the Plans and Specifications and Contract Documents for the Work and that he is aware of all requirements of this Contract and work to be performed.

The Contractor agrees to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary and to complete the Rail/Loader Crossing in accordance with the requirements of the Plans and Specifications and other Contract Documents to the full and complete satisfaction of the Panama City Port Authority ("Port" or "Port Authority"), with an understanding that no compensation will be paid for extra work unless approved in writing by the Port Authority prior to extra work being performed.

It is agreed that the description of the work includes all incidentals, though not specifically mentioned, necessary to complete the construction as required and is included in the bid amount of the Contractor.

Contractor agrees to perform all work described in the Plans and Specifications and other Contract Documents as set forth in the attached Schedule. Prices shall include all labor and materials, sales tax, and all other applicable taxes and fees.

The Contractor agrees to commence the Work with an adequate work force, plant and equipment at the time stated in the Notice to Proceed, to proceed and to complete construction within **Ninety (90) consecutive calendar days** from and after the date stated in the said notice. See note at paragraph two of contract.

The Contract Documents shall consist of Invitation for Bids, Bid proposal form, Unit pricing schedule, Instructions to Bidder, General Conditions, Special Conditions, Detailed Specifications, Form of Contract, Form of Bond, Scope of Work, all of which are by reference made a part hereof.

## **SPECIAL CONDITIONS**

1. **BRANDS OF EQUIPMENT AND MATERIALS.**

The name of a certain brand, make or manufacturer is to denote the quality standard of the equipment or material and to establish the general type, style, character and quality of the equipment or material to be used in the construction. Whenever any material or an article is specified or shown on the plans by reference to the producer, manufacturer or vendor, any material or article that meets the design criteria and is equal in function and quality may be submitted with the consent of the Owner.

2. **EXAMINATION OF SITE, QUANTITY OF WORK AND TIME OF COMPLETION.**

The Contractor shall examine the site of the work and the quantity of work to ensure that the Contractor can perform the work within the time period set forth in the Specifications. Site visits by bidders and conferences for clarification of issues relating to the Work should be scheduled by appointment with Port personnel.

3. **RESPONSIBILITY FOR SUBCONTRACTORS.**

The Contractor shall be responsible to the Owner for all work performed by subcontractors and all material and equipment provided by the vendors and suppliers.

4. **COORDINATION OF WORK.**

The Contractor shall be responsible for coordinating its construction activity with that of other construction work or operations on the Port premises in a manner not to interfere with other ongoing work and operations. If any claim is made against Owner for the interruption of work for others or that of any ongoing operation, the Contractor shall hold harmless and indemnify the Owner against the costs, including attorney's fees, of any such claim. It is important that the Contractor be mindful of tenants of Owner and their operations schedule as it might affect proposed construction. The Owner shall furnish to the Contractor upon request the names of all tenants who might be affected by the work of the Contractor so that the work of Contractor can be coordinated with the operations of each tenant who may be affected thereby. See note of paragraph two of contract.

5. **EVIDENCE OF INSURANCE.**

The required insurance coverage shall be evidenced by a prepaid Certificate of Insurance which, by its terms, shall prevent any cancellation or substantial change in coverage absent ten (10) days written notice to Owner. On or before the expiration date of the required insurance coverage, the Contractor shall deliver like evidence of replacement or continuing coverage to the Owner. All insurance shall be with a company authorized to do business in Florida. All insurance companies shall be subject to the provisions of Paragraph 15 hereof.



6. **CONTRACT DELAY AND HOLD HARMLESS PROVISIONS:**

The parties agree that time is of the essence.

The Contractor shall save and hold harmless the Owner from all claims and damages resulting from the prosecution of the work and shall indemnify the Port for all costs and expenses associated with the investigation of any such claim, including the settlement thereof or the payment of any judgment resulting therefrom, including a reasonable attorney's fee.

7. **SITE CONDITIONS.**

No condition of the work area or site shall constitute the basis for additional compensation to the Contractor from the Owner.

8. **LITIGATION.**

Should litigation arise between the parties regarding the subject matter of this Contract, each party waives any right they have to trial by jury. Venue of all actions shall be in Bay County, Florida.

9. **SURETY BONDS.**

Prior to award of the Contract, the Contractor shall submit to the Owner the name and address of the bonding company for approval and evidence that the proposed insurer complies with the requirements of Paragraph 14 hereof.

10. **AFFIDAVIT OF COMPLIANCE.**

All suppliers shall furnish to the Owner in triplicate, an affidavit stating that all materials furnished pursuant to this Contract conform to the requirements as set forth in the Specifications.

11. **PERMITS AND CERTIFICATES.**

The Contractor shall secure and pay for all permits and licenses required for the lawful prosecution of the work.

12. **NOTICE AND SERVICE THEREOF.**

All notices, requests and other communications under this Contract shall be in writing and sent by Certified Mail, Return Receipt requested, to the addresses set forth below, or by hand delivery or a business courier to the business address of the parties, or by facsimile transmission. Any notice, request or other communication transmitted by mail shall be deemed to have been sufficiently given for purposes hereof on the fifth (5th) day after date of mailing, or if delivered by hand or business courier when received at the address of the recipient and if given by facsimile transmission, upon receipt by the sender of an acknowledgment of the transmission generated by the machine from which the facsimile

was sent in its entirety to the recipient's facsimile number; provided that if such notice or other communication is delivered by hand or business courier, or is received by facsimile on a day which is not a business day, or after 5:00 P. M. on any business day at the addressee's location, such notice or communication shall be deemed to be duly received by the recipient at 10:00 A. M. on the first business day thereafter. Notice given to an agent of a party shall be deemed notice given to the party.

For purposes hereof, the parties designate as their mailing or business addresses, those addresses set forth below. The address of a party may be changed by written notice given to the other party in the same manner as provided above; however, and unless provided otherwise, notice shall be effective if sent to a party at such other address they may from time to time utilize at the time of the giving of any notice.

**For the Port:**

Mr. Charles P. Lewis  
Panama City Port Authority  
One Seaport Drive  
Panama City, Fl 32401

**For the Contractor:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**14. BID GUARANTY - BONDS.**

All bids shall be accompanied by a bid bond of not less than five percent (5%) of the amount of the bid, which may be a certified check, cashier check, treasurer's check, bank draft or bid bond made payable to the Owner. If a bid bond is submitted, it must be signed by an agent licensed by the State of Florida and who holds a current power of attorney from the surety company issuing the bonds and the power of attorney must be attached to the bid bond. Such check or bid bond shall be submitted with the understanding that it shall guarantee that the bidder will not withdraw his bid for a period of forty (40) days after the scheduled closing time for the receipt of the bids; if his bid is accepted, he will enter into a written contract with the Owner in accordance with the form of the agreement included as a part of the Contract Documents, and that the required performance and labor and material payment bonds will be given; that in the event of the withdrawal of said bond within said period, or failure to enter into said agreement and give said bonds within ten (10) calendar days after he has received notice of acceptance of his bid, the bidder shall be liable to the Owner for the full amount of the bid guarantee as representing the damage to the Owner on account of the default of the bidder. The bid bonds or checks shall be returned to all, except the apparent two lowest bidders, after the formal opening of the bids. The remaining bid bonds or checks will be returned to the two lowest bidders after the Owner and the accepted bidder have executed an agreement and furnished the required bond.

If the required agreement and bond have not been executed within forty (40) calendar days after the date of the opening of bids, then the bid bond or check of any bidder will be returned upon his request, provided he has not been notified of the acceptance of his bid prior to the date of such request. Payment and performance bonds are required in the amount of one hundred percent (100%) of the Contract price.

To be acceptable to the Owner, the Surety for bid bonds, performance and payment bonds shall comply with the following provisions:

- A. The surety company shall have a current valid certificate of authority issued by the State of Florida, Department of Insurance, authorizing it to write surety bonds in the state of Florida.
- B. The surety company shall have a current valid certificate of authority issued by the United States Department of Treasury under Sections 9304 and 9308 of Title 31 of the United States Code.
- C. The surety company shall be in full compliance with the provisions of the Florida Insurance Code.
- D. The surety company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time an invitation to bid is issued.
- E. All sureties shall comply with the following criteria:
  - (1) The surety company shall have at least the following minimum rating in the latest issue of Best Key Rating Guide.

<b>*REQUIRED*</b>	<b><u>CONTRACT AMOUNT</u></b>	<b><u>POLICY HOLDERS RATING</u></b>	<b><u>FINANCIAL RATING</u></b>
	Up to \$1,000,000	A	Class 1
	\$1,000,000 to \$2,000,000	A	Class 2
	\$2,000,000 to \$5,000,000	A	Class 3
	\$5,000,000 to \$10,000,000	A	Class 4
	\$10,000,000 \$25,000,000	A	Class 5
	\$25,000,000 to \$50,000,000	A	Class 6
	\$50,000,000 to \$100,000,000	A	Class 7

- (2) The surety company shall not expose itself to any loss on any one risk in the amount exceeding ten percent (10%) of its surplus to policy holders, provided:
- (a) Any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section. These minimum requirements apply to any reinsurance carrier provided authorization or approval by the State of Florida, Department of Insurance, to do business in this state have been met.
  - (b) The surety (insurance company) shall disclose, in addition to the deduction for reinsurance, the amount assumed by any co-surety, the value of any security deposited, pledged or held for the protection of the surety.

15. **INSURANCE.**

The Contractor shall provide insurance as hereinafter set forth, which shall be in addition to any other required insurance.

A. **General Provisions Relating to Insurance.**

- (1) The Contractor shall not commence any work until all required insurance has been obtained and approved by Owner, nor shall the Contractor allow any subcontractor (approved by Owner) to commence work until all similar insurance required of the subcontractor has been so obtained and approved.
- (2) All insurance policies shall be with insurers licensed to do business in the state of Florida and any insurance company providing any insurance coverage shall have a minimum rating of A, Class X, in the Best's Key Rating Guide published by A. M. Best & Co., Inc., and countersigned by an agent licensed by the State of Florida.
- (3) The Owner shall be furnished proof of insurance, evidenced by a prepaid Certificate of Insurance identifying the insurance by classification, risk insured and amounts of coverage, including any endorsements, not less than ten (10) days prior to commencement of Work by Contractor. The Owner shall have the right to reject all insurance contracts that do not meet the contract requirements.
- (4) The definition of "Insured" or "Additional Insured" shall include Owner, subcontractor, sub-subcontractor, and any associated or subsidiary companies of the Contractor which are involved with the Work.
- (5) The Owner reserves the right during the term of the Contract to request certified copies of any insurance contracts. If at any time the insurance coverage is unacceptable to the Owner, the Owner shall have the right to terminate the Contract.

- (6) The designation of Contractor shall include any associated or subsidiary company which is involved in and a part of the Contract and shall be named as an insured in the Worker's Compensation coverage.
- (7) All policies shall be written so that the Owner will be notified of cancellation or restricted amendments at least thirty (30) days prior to the effective date of such cancellation or amendment.
- (8) On or before the expiration date of any insurance, the Contractor shall furnish to Owner like evidence of continuing or replacement coverage.
- (9) Owner shall be designated as an additional insured on all liability insurance policies and on the fire and extended coverage insurance.
- (10) The Owner shall not have any responsibility to read or evaluate any policies of insurance to determine the existence of the coverages required hereby. The execution of the Construction Contract by Contractor shall constitute Contractor's representation and warranty that the required coverages for the performance of the work are in place and shall be maintained throughout the construction period and continue for all periods thereafter if required by the Contract Documents.
- (11) All liability insurance shall be written on an occurrence basis and not on a claims-made basis unless the insurance is only available on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this agreement. If, as the result of any claims or for any other reasons, the available limits of insurance are reduced to less than those stated in the Limits of Liability, the Contractor shall notify the Owner's representative in writing. The Contractor shall purchase additional liability insurance to maintain the amounts of coverage required. Umbrella or excess liability insurance may be purchased to meet the Limits of Liability.

**B. Workers' Compensation Insurance/Longshore and Harbor Workers Compensation.**

- (1) The Contractor shall secure and maintain during the life of this Agreement, Workers' Compensation Insurance and Harbor Workers Compensation Insurance on all of his employees on the Project or connected with the Work, and where any work is sublet, the Contractor shall require the subcontractor to provide coverage for all of its employees. Like evidence of insurance as furnished by Contractor to Owner shall be furnished to the Contractor by the subcontractor not less than ten (10) days prior to commencement of any work by the subcontractor. Any insurance provided by a subcontractor shall be subject to the approval of the Owner and shall comply with all requirements hereof.

- (2) Such insurance shall comply with the Florida Workers' Compensation Law and Federal Law.
- (3) No class of employee, including the Contractor himself, shall be excluded from the Worker's Compensation, Longshore, and Harbor Workers Compensation insurance coverage. The Worker's Compensation insurance shall also include Employer's Liability coverage and Broad Form All States Endorsement.

**C. Automobile and Liability Insurance.**

The Contractor shall maintain Automobile Liability Insurance coverage throughout the life of this Agreement. The insurance shall include Owned, Non-Owned and Hired motor vehicle coverage.

**D. Commercial General Liability Coverage.**

The Contractor shall carry Commercial General Liability Insurance, which shall include the following liability coverages:

- (1) Premises/Operations;
- (2) Bodily Injury, including death;
- (3) Products/Completed Operations (including a two-year extension of such coverage beyond completion and acceptance of the Project);
- (4) Independent or Subcontractor's Liability;
- (5) Contractual Liability, including Owner Indemnification set forth in the General Conditions and other Contract Documents;
- (6) Personal Injury and Advertising Injury;
- (7) Broad Form Property Damage;
- (8) Explosion, collapse and Underground Hazards (XCU):

**E. Fire and Extended Coverage** (Vandalism, Mischievous Mischief and Governmental Condemnation of Project based on percentage of damage or loss to the Project. This insurance shall be based on the replacement cost of the completed work with a CPU adjustment.

**F. Pollution, Contamination and Professional Liability (Malpractice Insurance).**

Pollution, contamination and Professional Liability insurance may be required. If required, the Owner shall give written notice thereof as a part of its bid package.

**G. Limits of Liability.**

The insurance required shall be written for not less than the following, or greater if required by law, and shall include Employer's Liability with limits as prescribed in this contract:

<u>Limit</u>		
(1)	Workmen's Compensation	Statutory
(2)	Longshore and Harbor Workers Compensation	Statutory
(3)	Fire and Extended Coverage	Replacement Cost of Completed Work with CPU Adjustment
(4)	All other Insurance Coverages	Two Million Dollars (\$2,000,000.00) Each Occurrence
H.	<b>Notice of Claims Litigation.</b>	

The Contractor agrees to report any incident or claim to the Owner within ten (10) days of the occurrence or of his being notified thereof, which notice shall describe the incident or claim. If the incident or claim involves personal injury, including death, or damage to property, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim. A detailed written report to the Owner shall be given within ten (10) days thereafter.

I. **Indemnification and Hold Harmless Agreement.**

Contractor shall protect, defend, indemnify and hold harmless the Owner, its officers and employees, from any and all liabilities, demands, suits, claims, losses, fines or judgments resulting from injury to any person, including death, or damage to any property, including all reasonable costs of the investigation and the defense of any claim (including but not limited to attorneys' fees, court costs and expert fees) and the satisfaction of any judgment based on any claim arising out of this Contract or caused by the Contractor or its officers, employees, agents, subcontractors, licensees or invitees, regardless of where the injury, death or damage may have occurred, unless such injury, death or damage is caused by the sole negligence of the Owner. The Owner shall give the Contractor reasonable notice of any such claims or actions. Contractor shall employ legal counsel acceptable to the Owner. The provisions of this section shall survive the expiration or earlier termination of this Contract.

The Owner agrees to pay to the Contractor the sum of Ten Dollars (\$10.00) as consideration for the above stated indemnification in accordance with the provisions of Florida Statutes, Section 725.06. The Contractor acknowledges that the bid price includes Owner's consideration for the indemnification.

J. **Certificate of Insurance.**

- (1) All insurance shall include the interest of all entities named and their respective agents, consultants, servants and employees of each and all other interests required by Owner to be an Additional Insured. The coverage afforded the Additional Insured under the Contractor's policy shall be primary insurance. If the Additional Insured has other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The liability of Contractor's insurance company shall not be reduced by the existence of such other insurance.
- (2) Certificates of Insurance shall be issued in duplicate and submitted to the Owner for approval before the commencement of any work. The Certificate shall identify the job and all insurance coverages. The certificate holder(s) shall be as follows:

**Panama City Port Authority  
One Seaport Drive  
Panama City, Florida 32401**
- (3) The Certificate of Insurance shall provide for a thirty (30) days written notice to Owner at the address set forth above of any cancellations or material alterations of coverage. The Certificate, if on a Standard Accord, shall not include language such as "if any" or "but failure to mail such notice shall impose no obligation or liability of any kind upon the insurer, its agents or representatives". The Certificate shall provide for the waiver of subrogation against the Panama City Port Authority, its agents and employees.
- (4) All Certificates shall be subject to Owner's approval.
- (5) The Certificates of Insurance shall disclose all deductibles for Self-Insured Retentions (SIR). Deductibles or SIR in excess of \$10,000 will not be accepted unless specifically approved in writing by the Owner. The Contractor shall provide full coverage as specified to the entities listed as Additional Insureds. Additional Insureds shall not be responsible for, pay for, be damaged by, or have their coverage restricted because of any deductible or SIR. Written approval from Owner will only be provided upon demonstration that the Contractor has the financial capability and funds necessary to fund any deductible or SIR.
- (6) In the event of failure of the Contractor to furnish and maintain said insurance and to furnish satisfactory evidence thereof, Owner shall have the right (but not the obligation) to take out and maintain insurance on the Project. All costs for such insurance will be paid by the Contractor upon presentation of a bill or deducted from any compensation due or to become due to Contractor.



K. **General Terms.**

Any type of insurance or increase of limits of liability not described above required for Contractor's protection or on account of any statute shall be the Contractor's sole responsibility.

Maintaining the insurance described shall not relieve the Contractor from any responsibility under the Contract. Should the Contractor engage a subcontractor or sub-subcontractor, the insurance requirements set forth in this Agreement shall apply to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against the Owner and its consultants and other indemnities under all of the foregoing policies of insurance.

L. **Umbrella Insurance:**

The Contractor shall have the right to meet the amount of liability insurance by the purchase of umbrella or excess insurance. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.

16. **FURNISHING OF WATER AND ELECTRICITY:**

The Contractor, at his own expense, shall provide water, electricity and any utilities required for completion of the Project.

17. **PAYMENT FOR MATERIAL STORED:**

Materials delivered to the Project Site but not yet incorporated in the completed work will be paid for (less retainage) in the month following delivery when substantiated by invoices from the manufacturer. This includes materials delivered to storage prior to issuance of Notice to Proceed. Invoices for materials delivered during the month shall be included with the estimate on which the materials are shown. On monthly estimates subsequent to the first estimate submitted that includes invoice for stored materials for which payment to the Contractor has been made, there shall be a signed statement that the invoices have been paid by the Contractor. The statement shall read as follows:

“This is to certify that payment has been made for invoiced materials included in previous monthly estimates No. \_\_\_\_\_ through \_\_\_\_\_.

Signed \_\_\_\_\_.”

In the event that such statement is not furnished or the manufacturers or material suppliers notify the Owner in writing that they have not been paid for materials included on previous estimates, the Owner may make payment to the manufacturer or material supplier and the amount of such payments shall be deducted from the amount then due the Contractor. The Contractor shall have the obligation to make immediate and prompt payment for all materials and equipment used in the prosecution of the Work. Materials and equipment shall be stored only on sites designated by the Owner.

18. **CLEAN UP:**

The job site shall be kept clean at all times. The Contractor shall remove all existing material that is to be replaced. Loose dirt and other construction debris shall not be allowed to clog ditches, cover sidewalks or roadways, and shall be promptly removed. The Owner reserves the right to demand that the Contractor's work force be diverted to clean up at any time conditions warrant such diversion. Such diversion of Contractor's work force will not entitle the Contractor to any extension of time or additional compensation.

19. **DISTURBED AREAS:**

All areas that are disturbed due to direct or indirect construction operations shall be restored by the Contractor to a condition equal to or better than the condition of the area prior to the operations.

20. **WAGE RATES:**

The construction of said project shall in all respects conform to all applicable requirements of federal, state and local laws and regulations.

21. **REPAVING:**

Any PAVED roads or streets cut or disturbed in the performance of this Contract shall be re-paved in a workmanlike manner and restored to their original condition. The paving shall be of material equal to that removed.

22. **WEATHER CONDITIONS:**

In the event of temporary suspension of work during inclement weather or whenever the Owner shall direct, the Contractor shall protect his work and materials against damage or injury from weather or any other condition and shall require like measures of his subcontractors. If any work or materials are damaged or injured by reason of failure on the part of the Contractor or any of his subcontractors to protect their work, such materials shall be removed and replaced at the expense of the Contractor.

23. **SPECIFICATION REFERENCES:**

Where supplementary specifications such as federal, ASTM, ANSI, AASHO, AREA, etc. are referenced in the Specifications, such reference shall be the latest edition of such supplementary specification.

24. **MANUFACTURER'S CERTIFICATION.**

The Contractor shall require the manufacturer or manufacturer's representative to place the following certification on all equipment submittals:

“This is to certify that we have examined the Plans and Specifications for this Project and have ascertained that this equipment or material is suitable for the purpose and use intended.”

\_\_\_\_\_  
“Authorized Signature”

25. **WORK COORDINATION AND SCHEDULE.**

The Contractor shall coordinate and schedule all work with the Port Authority.

26. **TRAFFIC CONTROL.**

It shall be the sole responsibility of the Contractor to maintain adequate traffic control and to provide detours around construction activities. Unless approved by the Owner in writing, no street or any access shall remain closed to traffic overnight.

27. **EXISTING UTILITIES.**

The Contractor shall protect, maintain and keep in service all utilities and service connections during construction operations. Any utility that is interrupted by reason of construction shall be repaired immediately. Utilities shall include, but not be limited to, water, sewer, gas, telephone and electric services.

28. **TIME OF COMPLETION.**

All work shall be completed within **Ninety (90)** consecutive calendar days from the date of the Notice to Proceed. The bidder shall set forth the number of days in his Proposal. This may be used as a factor in awarding the contract to the lowest and best bidder.

29. **BASIS OF PAYMENT.**

The prices bid shall be the sole contract consideration for furnishing all materials, labor, equipment and incidentals necessary for the completion of the Work in accordance with the Plans and Specifications.

30. **INSURANCE CERTIFICATION.**

The insurance company acting as surety by and through its local insurance agency and the Attorney-in-Fact on its behalf shall submit with its Public Construction Bond, the following certificate:

“The Undersigned Agent and Attorney-in-Fact on behalf of

\_\_\_\_\_  
(Company) hereby represents that he has read the Special Conditions applicable to insurance companies; that the referenced insurance company is qualified to act as surety pursuant to Paragraph 14 of the Special Conditions relating to the Intermodal Park Land-Clearing of the Panama City Port Authority.”

\_\_\_\_\_  
(Name of Insurance Agency)

By \_\_\_\_\_

\_\_\_\_\_  
(Print Name)

Title: “ \_\_\_\_\_ ”

31. **OWNER PURCHASE OF MATERIALS.**

A. The Panama City Port Authority is exempt from the payment of sales and use taxes on purchases of tangible personal properties such as that needed for the construction of the Work identified in the Construction Contract. Accordingly, the Port reserves the right to require the purchase of such equipment and materials in its name in accordance with the requirements hereof.

B. **All Bids Shall be Subject to and Comply with the Following:**

(1) The Contractor's base bid and each alternate bid shall include all taxes imposed upon any and all portions of the work included in each of the bids.

(2) All contracts of the Contractor with another person or entity for any portion of the Work, including all vendors, for construction materials and equipment shall be subject to the provisions hereof. The Contractor shall not execute any contract with any such person, entity or vendor without the inclusion of the rights reserved in favor of the Port as set forth in this section.

- (3) The administrative costs incurred by the Contractor in administering the purchases in the name of Owner shall be deemed to be included in the base bid proposal for the work and each alternate bid. No additional compensation shall be paid to the Contractor for the purchase of property, materials or equipment in the name of the Owner.
- (4) All sales and use tax savings on the purchase of property, materials and equipment shall be credited to the Owner and the amount of the contract reduced by such sum.
- (5) The Contractor shall timely process all invoices for supplies, materials and equipment purchased on behalf of the Port so that payments may be made within any discount period for timely payment. One-half of the savings realized from timely payment shall be equally shared by the Owner and Contractor. Contractor shall pay any penalty resulting from its failure to promptly process any invoice for timely payment and shall credit the Owner with one-half of the savings that would have been available upon a timely payment.
- (6) Notwithstanding anything to the contrary, Contractor shall select, describe, order, obtain approvals, submit samples, coordinate, process, prepare shop drawings, pursue, receive, inspect, store, protect, insure, guarantee and otherwise be responsible for all materials, the same as if this Agreement did not exist.
- (7) The Contractor shall have the obligation of receiving, storing and safekeeping all goods and materials purchased on behalf of the Port pursuant to this Agreement. The Contractor shall be responsible for the cost of replacing any goods or materials lost, stolen or destroyed, and the cost of any repair for any damage to the goods and materials, as well as the processing of all warranty claims for defective goods and materials to the same extent as if such goods had been Contractor supplied or purchased in the name of the Contractor.
- (8) Upon the election of the Port to reduce the cost of construction by eliminating sales taxes on tangible personal properties, the parties shall enter into a Tax Savings Agreement, attached hereto as **Exhibit "1"**.

32. **PROSECUTION OF WORK.**

Contractor shall adequately man the job and provide sufficient and all necessary equipment to continuously and uninterruptedly prosecute the Work to completion within the Contract Period. The provisions hereof shall constitute an express warranty of Contractor that he has the capability to comply herewith. Any interruptions of work for seven (7) days or more without the consent of the Owner shall be deemed a material breach of the Contract. Should Contractor default in any of the provisions hereof, Owner shall be entitled to use all of Contractor's equipment, appliances and materials in the completion of the Work, without payment of any further compensation to Contractor. Owner shall have the right to utilize all remaining construction funds for the completion of the Work. Should the completion costs be less than the remaining funds, any excess shall be paid to the Contractor. If the remaining construction funds are inadequate to complete the project, the Contractor shall pay to Owner the shortfall.

33. **REMEDIES AND DEFAULT.**

All remedies of the Owner for any breach of the Contract by Contractor shall be cumulative and the failure of the Owner to act in any one instance shall not constitute a waiver of any default unless it is in writing. A waiver in one instance shall not constitute a waiver of any future event of a like circumstance.

34. **QUALITY OF WORK.**

All work shall be done in a workmanship like manner and in keeping with all industry standards. The Owner or his representative shall have the right to reject any work that does not meet the required standard hereof. No additional compensation shall be paid to the Contractor for the correction of any such work.

**EXHIBIT "1"**

**TAX SAVINGS AGREEMENT  
(Note: Does not apply to Rail repairs)**

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between \_\_\_\_\_, herein "Contractor", and the **PANAMA CITY PORT AUTHORITY**, herein "Port" or "Port Authority" or "Owner",

**WITNESSETH:** \_\_\_\_\_

1. The Construction Contract between the Contractor and the Owner dated \_\_\_\_\_, 2020, (the "Contract"), is by reference made a part hereof.
2. The execution of this Agreement by the parties shall constitute the election of the Port to purchase goods and materials necessary for the construction of the work set forth in the referenced Contract.
3. The administration of sales and use tax savings will be in accordance with this Agreement and the forms attendant hereto, which procedures shall be administered by the Port. Three copies of the invoice summary with the invoices attached shall be forwarded to the office of the Port Director for payment.
4. The Port hereby appoints the Contractor as agent for the Port to purchase for and in the name of the Owner, materials, supplies and other items as listed herein, which Contractor requires for the performance of its Contract. Contractor's use of the Purchase Orders issued by the Port is limited solely to materials, supplies, equipment and goods required for the performance of the Contract and not for any other purpose. The Port Authority reserves the right to delete from or add items to this list when it is in its best interest.

Tax savings material will include, but is not limited to: Purchase of ready mix concrete, fencing components and all other materials designated by Owner.

5. The Owner will be responsible for the payment of all purchases made pursuant to this Agreement.
6. All vendors shall be notified by the Port not to make sales to the Contractor without a copy of an executed Purchase Order.

7. Contractor shall execute a written acknowledgement of the receipt of Purchase Orders issued by the Port. Each Purchase Order shall be pre-numbered for accountability and any unused or voided Purchase Orders shall be returned to the Port at the end of construction. The Port shall issue Purchase Orders to vendors approved by the Port in the amount requested by the Contractor. Vendors will render statements for materials purchased to Contractor as agent for the Port. Upon Contractor's approval of each vendor's notice, the Contractor shall deliver the invoices to the Port for payment.
8. The Contractor shall maintain a separate accounting of all transactions involving the purchase of goods on behalf of the Port. Such records shall be open for review by the Port during Contractor's normal business hours.
9. The authority granted to Contractor hereunder may be revoked by the Owner at any time upon written notice to Contractor.
10. The Special Provisions relating to the purchase of goods and materials are by reference made a part hereof.

**Signed, sealed and delivered in the presence of:**

**CONTRACTOR:**

\_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_

(Print Name of Witness)

\_\_\_\_\_

(Print Name of Witness)

As to Contractor

**OWNER:**

PANAMA CITY PORT AUTHORITY

By \_\_\_\_\_

\_\_\_\_\_  
(Print Name)

Its \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Print Name of Witness)

**ATTEST**

\_\_\_\_\_

\_\_\_\_\_  
(Print Name)



**PUBLIC CONSTRUCTION BOND**

**BY THIS BOND**, We, \_\_\_\_\_,  
with an address of \_\_\_\_\_

\_\_\_\_\_ **as Principal**, and  
\_\_\_\_\_, with an  
address of \_\_\_\_\_

\_\_\_\_\_ **as Surety**, are bound to the  
**PANAMA CITY PORT AUTHORITY**, One Seaport Drive, Panama City, Florida 32401, **Owner**, in the sum of

\_\_\_\_\_  
(\$ \_\_\_\_\_) for the payment of which we bind ourselves, our heirs, personal representatives,  
successors and assigns, jointly and severally.

**THE CONDITION OF THIS BOND** is that if Principal:

1. Performs the Contract dated \_\_\_\_\_, \_\_\_\_\_, between Principal and  
Owner for construction of \_\_\_\_\_,  
\_\_\_\_\_, the Contract being made a part of  
this Bond by reference at the times and in the manner prescribed in the Contract; and

2. Promptly makes payment to all claimants, as defined in Section 255.05(1) Florida Statutes,  
supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the  
prosecution of the work provided for in the Contract; and

3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate  
proceedings that Owner sustains because of a default by Principal under the Contract;  
and

4. Performs the guarantee of all work and materials furnished under the Contract for the  
time specified in the Contract, then this Bond is void; otherwise, it remains in full force.

5. This is a payment and performance bond given pursuant to Section 255.05 Florida  
Statutes. All persons or entities providing construction materials or services must comply with the notice  
and time requirements of Section 255.05 (1) and (2), Florida Statutes.

**ANY CHANGES IN OR UNDER** the Contract documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.

DATED ON \_\_\_\_\_, 2020.

**PRINCIPAL:**

\_\_\_\_\_

\_\_\_\_\_  
(Print Name of Principal)

By \_\_\_\_\_

\_\_\_\_\_  
(Print Name)

Title \_\_\_\_\_

**SURETY:**

\_\_\_\_\_

\_\_\_\_\_  
(Print Name of Surety)

By \_\_\_\_\_

\_\_\_\_\_  
(Print Name)

Attorney-in-Fact

**(Attach Power of Attorney)**

**CERTIFICATION  
OF  
INSURANCE QUALIFICATIONS**

The **Undersigned** Agent and Attorney-in-Fact on behalf of \_\_\_\_\_ Insurance Company hereby represents that he has read the Special Provisions of the Contract between the Panama City Port Authority and \_\_\_\_\_ (Contractor) dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, applicable to insurance companies; that the referenced insurance company is qualified to act as surety pursuant to Paragraph 14 of the Special Provisions relating to the \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (Name of Project) of the Panama City Port Authority.

SURETY:

\_\_\_\_\_

\_\_\_\_\_  
(Print Name of Company)

By \_\_\_\_\_

\_\_\_\_\_  
(Print Name)

Attorney-in-Fact

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

***THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.***

1. This Sworn Statement is submitted with Bid, Proposal or Contract No. \_\_\_\_\_ for \_\_\_\_\_  
\_\_\_\_\_.

2. This Sworn Statement is submitted by \_\_\_\_\_  
\_\_\_\_\_  
(Name of entity submitting Sworn Statement)

Whose business address is \_\_\_\_\_  
and (if applicable) it's Federal Identification Number (FEIN) is \_\_\_\_\_.

(If the entity has no FEIN, the Social Security Number of the individual signing this Sworn Statement is) \_\_\_\_\_.

3. My name is \_\_\_\_\_  
\_\_\_\_\_  
(Please print name of individual signing) and my relationship to the entity named above is \_\_\_\_\_.

4. I understand that a "public entity crime: as defined in Paragraph 287.133 (1) (g) *Florida Statutes* means a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.

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

6. I understand that an "affiliate" as defined in Paragraph 287.133 (1) (a), *Florida Statutes*, means:

(a) A predecessor or successor of a person convicted of a public entity crime; or

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

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

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this Sworn Statement.

(Please indicate which statement applies).

\_\_\_\_\_ Neither the entity submitting this Sworn Statement nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of such entity nor any affiliate of such entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this Sworn Statement or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of such entity or an affiliate of such entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND:

(Please indicate which additional statement applies)

\_\_\_\_\_ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The Final Order entered by

the hearing officer did not place the person or affiliate on the convicted vendor list.  
(Please attach a copy of the final order.)

\_\_\_\_\_ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list.  
(Please attach a copy of the final order.)

\_\_\_\_\_ The person or affiliate has not been placed on the convicted vendor list.  
(Please described any action taken by or pending with the Department of General Services.)

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

( STATE OF FLORIDA )

( COUNTY OF BAY )

PERSONALLY APPEARED BEFORE ME, the undersigned authority,  
\_\_\_\_\_, who, after being first sworn by me, affixed his/her  
signature in the space provided above on this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
(Print Notary Name)

Notary Commission No. \_\_\_\_\_

My Commission expires: \_\_\_\_\_

**CERTIFICATE OF LIABILITY INSURANCE**

**(To Be Inserted)**

## **DRUG-FREE WORKPLACE FORM**

**THE UNDERSIGNED VENDOR**, in accordance with Section 287.087, Florida Statutes, hereby certifies that \_\_\_\_\_, does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a Drug-Free Workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement that complies with Paragraph 1 above.
4. The statement required in Paragraph 1 shall notify the employee that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of or pleas of guilty or nolo contendere to any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any State, for a violation occurring in the workplace, no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a Drug-Free Workplace through the implementation of the requirements of Paragraphs 1 through 5 above.



Check One:

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

\_\_\_\_\_ As the person authorized to sign this statement, this firm does not comply fully with the above requirements.

CONTRACTOR:

\_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
(Print Name)

Title \_\_\_\_\_

DATE: \_\_\_\_\_

## **GENERAL CONDITIONS**

1. The purpose of this bid is to establish a firm, fixed, unit price for rail maintenance improvements as outlined in scope of work.
2. Award will be made as follows. The Port reserves the right to reject any and all bids or parts of bids and otherwise award the bid determined to be in the best interest of the Port. In addition to the discretionary powers vested in the Port, and not in lieu thereof, the Port reserves the right to reject a bid based on the absence of adequate budgetary allowances for the Project. The Port reserves the right to negotiate the terms of the Contract, including pricing and changes to the Plans and Specifications, with the lowest and best bidder. Should negotiations with the lowest and best bidder fail to result in a contract, the lowest and best bidder may be deemed disqualified and the Port may enter into negotiations with the next lowest bidder. This process may continue until negotiations with all bidders fail. The Port shall reserve the right to accept the lowest responsive bid for a period of up to one hundred and twenty (120) days.
3. Project conditions are open to public inspection and specifications may be obtained from the Administrative Offices of the Port, One Seaport Drive, Panama City, Florida 32401; phone number: 850-767-3220, fax number 850-767-3235.  
E-mail: [receptionist@portpanamacityusa.com](mailto:receptionist@portpanamacityusa.com)
4. Only bids submitted on the provided Bid Sheet will be considered responsive.
5. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

## **SCOPE OF WORK EXHIBIT "A"**

Contractor shall complete work as indicated below:

### **ITEM No. 1: REMOVAL OF EXISTING EAST GATE CROSSING:**

Contractor will demo existing East Gate crossing and switch. Contractor will be responsible for the removal of all old rail, ties, OTM, asphalt, and fouled subgrade material from the Port.

### **ITEM No. 2: INSTALLATION OF NEW TURNOUT AND CROSSING SYSTEM:**

Contractor will install one (1) 115 RE No. 8 turnout and switch tie package per bid specification. All switch components will be new. Contractor will furnish and include granite ballast as needed for Item 3.

Contractor will have installed six (6) 115 RE track welds, and two (2) 115 RE/132 RE composition welds that are needed to connect this switch to the existing tracks. Additionally, all joints within the turnout (except for the heel blocks) will be welded.

Contractor shall furnish and install a pre-cast concrete panel crossing system within the limits of the switch as shown in the bid plans. Panels are to be Century pre-cast crossing panels or equivalent. Panels will be properly lagged to the switch ties and include rubber rail seal flangeway inserts.

Crossing installation includes asphalt paving within the project limits to join the existing east gate and B Avenue roadways. The paving will be completed per Port paving section HD plan attached.

### **ITEM No. 3: INSTALLATION OF TIES AND SURFACING:**

Contractor will provide and install switch and grade ties as marked, including ballast as needed in the construction area, and perform surfacing footage as marked.

- 4 – 9 ft ties
- 6 – 10 ft ties
- 7 – 11 ft ties
- 4 – 12 ft ties
- 8 – 13 ft ties
- 4 – 14 ft ties
- 4 – 15 ft ties
- 6 – 16 ft ties

Contractor will furnish and include granite ballast as needed for Item 3.

**WORK WINDOW:**

**Time is of the essence** for the removal and installation of the new turnout. The contractor will have a **36-hour** window to remove the existing switch and install the new switch for safe train operations. The pre-cast concrete crossing panel installation does not pertain to this work window. The remaining work will be completed upon mutual agreed work windows that does not affect the inbound and outbound Bay Line train schedule.

## BASE BID PROPOSAL

**Only bids submitted on this Bid Sheet will be accepted, must be accompanied by unit pricing schedule.**

Return in a sealed envelope, plainly marked, "**EAST GATE CROSSING 2020**" to:  
PANAMA CITY PORT AUTHORITY – ONE SEAPORT DRIVE, PANAMA CITY, FLORIDA 32401

COMPANY: \_\_\_\_\_

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

CONTACT: \_\_\_\_\_ PHONE: \_\_\_\_\_ EMAIL \_\_\_\_\_

The Work shall include the furnishing of all permits, labor, materials as designated in above Scope of Work, equipment, tools, systems and transportation necessary to construct the Project, as described below:

**ITEM No. 1: Removal of existing East Gate Crossing:**

ITEM No. 1 Material Removal Cost \$ \_\_\_\_\_

**ITEM No. 2: Installation of new 115 RE No. 8 turnout and Crossing System:**

ITEM No. 2 Material and Installation Cost \$ \_\_\_\_\_

**ITEM No. 3: Installation of Ties and Surfacing, including ballast:**

ITEM No. 3 Material and Installation Cost \$ \_\_\_\_\_

**TOTAL BID AMOUNT (INCL. MOBILIZATION):** \$ \_\_\_\_\_

**We verify the above bid meets all specifications and will provide the item(s) at the prices indicated.**  
**Contingency Amount of \$8,000.00 (Do Not Include in Total Bid Price)**

Contingency Amount \$ \_\_\_\_\_

BY: \_\_\_\_\_  
*(SIGNATURE)*

\_\_\_\_\_  
*(PRINT NAME)*

\_\_\_\_\_  
*(ESTIMATED COMPLETION DATE)*

\_\_\_\_\_  
*(TITLE)*

\_\_\_\_\_  
*(DATE)*

## UNIT PRICING SCHEDULE

**Only bids submitted on this Bid Sheet will be accepted, must be accompanied by unit pricing schedule.**

Return in a sealed envelope, plainly marked, **"EAST GATE CROSSING 2020"** to:  
 PANAMA CITY PORT AUTHORITY – ONE SEAPORT DRIVE, PANAMA CITY, FLORIDA 32401

COMPANY: \_\_\_\_\_

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

CONTACT: \_\_\_\_\_ PHONE: \_\_\_\_\_ EMAIL \_\_\_\_\_

**The unit prices listed below shall be used for additions or deductions to the Contract Price, in the event the quantities for the original scope are increased or decreased.**

Item No.	Description	Unit of Measure	Unit Cost
1.	Ballast No. 4 Granite or Limestone	TON	_____
2.	Cross Ties 6" x8"x 8.5' Grade 3	EA	_____
	Cross Ties 7" x9"x 9' Grade 4/5	EA	_____
	No. 8 Turnout 7X9 Switch Tie Package	EA	_____
3.	39' Rail Section, 132/136 RE CC Lb.	EA	_____
	39' Rail Section, 112/115/119 RE CC Lb.	EA	_____
	39' Rail Section, 9020 RA CC Lb.	EA	_____
4.	Asphalt, SP 12.5	TON	_____
5.	Base, Lime rock	TON	_____
6.	Tie Plates, Double Shoulder 9020 RA	EA	_____
	Tie Plates, Double Shoulder 112 / 115 RE	EA	_____
	Tie Plates, Double Shoulder 132 RE	EA	_____
7.	Track Spikes	KEG	_____
8.	Tie Plugs	BDL	_____
9.	Track Bolts	KEG	_____
10.	Track Bolt Washers	KEG	_____
11.	Track Bolt Nuts	KEG	_____

Item No.	Description	Unit of Measure	Unit Cost	(cont.)
12.	Comp. Weld 115 RE/ 9020 RA	PAIR	_____	
	Comp. Weld 115 RE/ 132 RE	PAIR	_____	
	Joint bars, 9020 RA	PAIR	_____	
	Joint Bars, 115 RE	PAIR	_____	
	Joint Bars, 132 RE	PAIR	_____	
13.	Rail anchors, drive-on type, furnished and installed			
	9020 RA	EA	_____	
	112/115 RE	EA	_____	
	132/136 RE	EA	_____	
14.	Racor 22 E switch stand, green/yellow reflective target, furnished and installed	EA	_____	
	EZOP 51 A switch stand, green/yellow reflective target, furnished and installed	EA	_____	
15.	Thermite Welds 115 RE	EA	_____	
	Thermite Welds 132 RE	EA	_____	
	Thermite Welds 9020 RA	EA	_____	
	Thermite Welds Comp 9020 RA/115RE	EA	_____	
	Thermite Welds Comp 115 RE/ 132 RE	EA	_____	
16.	Surfacing	PER TRACK FOOT	_____	
	Surfacing	PER TURNOUT	_____	

\* Unit prices for Additional Bid Items will be used for determining costs for scope changes. ***We verify the above unit costs meets all specifications and will provide the item(s) at the prices indicated.***

BY: \_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(PRINT NAME)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(DATE)

**TRACK SCHEMATIC OF PROJECT AREA  
(Exhibit "B")  
DETAILED SPECIFICATIONS**

**GENERAL:**

Track construction shall be in conformance with the standards of the **American Railway Engineering and Maintenance-of-Way Association**, and **Port Panama City USA Industrial Track Construction Specifications**.

**REFERENCES:**

**Port Panama City USA Industrial Track Construction Specifications**

**Section 500-1(b) Specifications  
Spot Cross Tie and Switch Tie Replacement  
Port East Gate Elevations**

**Port Pavement Section HD Plan**

**Progress Rail Turnout Plan PRS PN 110419 REVISION 1 FOR 115 RE #8 RBM**

**STANDARDS:**

The latest following reference standards, specifications, codes and regulations in effect at the date of the bid opening shall apply to the work in this project:

- A. American Railway Engineering and Maintenance-of-Way Association – Manual for Railway Engineering (AREMA).  
AREMA – Portfolio of Trackwork Plans.
- B. Federal Railway Administration (FRA)  
Track Safety Standards Subpart D213.113, “Defective Rails,”
- C. American Society of Testing and Materials (ASTM)  
  
ASTM E164 Practice for Ultrasonic Contact Examination of Weldments.
- D. American Welding Society (AWS)



**QUALITY ASSURANCE:**

- A. The Contractor or the Subcontractor performing railroad work shall be regularly engaged in the furnishing and installation of railroad trackwork, and shall employ at least one (1) supervisory person who is thoroughly trained and experienced in trackwork construction. The supervisor shall be completely familiar with the design and application of the work described in this Section and shall direct all work performed under this Section.
- B. The manufacturer of railroad switches, turnouts, crossovers and associated products shall have not less than five years' experience in the manufacture of these items.

**EXECUTION:**

- A. Rail welding shall conform to AREMA specifications for thermite welding, and be performed according to the manufacturer's requirements.
- B. Paving shall be installed as specified in the Port Specifications for heavy duty pavement sections.

**GENERAL:**

Before acceptance of trackwork, the Owner will provide for a suitable test train to be run over the entire length of new trackage in the presence of the Port. There shall be no noticeable settlement or deflection of ties and rail during the test. The Contractor shall reline, surface, tamp, or otherwise correct any and all deficiencies as directed by the Port, at no additional cost to the Port.

**DISPOSAL OF DEMOLISHED MATERIALS:**

- A. General: Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.
- B. Burning: Do not burn demolished materials.
- C. Disposal: Transport demolished materials off Port's property and legally dispose of them.
- D. Contractor will be responsible for the removal from the Port all removed crossties, fouled ballast, and OTM.