



BAY COUNTY BOARD OF COUNTY COMMISSIONERS

**PURCHASING DEPARTMENT
840 WEST 11th STREET
SUITE 2500
PANAMA CITY, FLORIDA 32401**

REQUEST FOR PROPOSAL (RFP)

FOR

**MB MILLER PIER BAIT & TACKLE SHOP LEASE/OPERATION
AND BEACH SERVICES LICENSE**

SUBMITTED BY:

RFP No. 20-45

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RESPONDENT INSTRUCTIONS

*Some of the instructions below may not apply to all projects.
The scope of work/specifications shall control any conflicting provisions.*

INTRODUCTION SCOPE OF WORK

The Board of County Commissioners, Bay County, Florida requests Proposals from financially secure firms or individuals with extensive experience in gift shop and bait and tackle shop retail operations in Florida, to lease and operate the Bait and Tackle Shop and also, through a license, provide goods or services for beach or water recreational activities at the County's M.B. Miller Pier.

PROPOSAL DEADLINE/DELIVERY

SEALED PROPOSALS for RFP NO: 20-45 MB Miller Pier Bait & Tackle Shop Lease/Operations and Beach Services License will be received by the BOARD OF COUNTY COMMISSIONERS OF BAY COUNTY, FLORIDA at the Purchasing Department, 840 West 11th Street, Suite 2500, Panama City, Florida 32401 up until **2:00 pm (CDT) Monday, June 8, 2020**. Proposals will be publicly opened immediately following the deadline. It is the sole responsibility of the Respondent to ensure that the Proposal is received on time.

Each Proposal shall be delivered to the Board of County Commissioners Purchasing Department, at 840 W. 11th Street, Suite 2500, Panama City, Florida 32401, no later than the Submittal deadline.

Special Accommodation: Any person requiring a special accommodation at a Pre-Submittal Conference or Submittal opening because of a disability should call the Purchasing Department at (850) 248-8270 at least five (5) workdays prior to the Submittal opening. For Hearing Impaired, Dial 1-800-955-8771 (TOO), and 1-800-955-8770 (Voice).

SOLICITATION DOCUMENTS

Electronic versions of the solicitation documents are available via the Purchasing Department's Web Page <https://www.baycountyfl.gov/Bids.aspx>

- Select Solicitation
- View Documents at bottom of screen
- Enter Company Name, Contact Name, Phone Number and Email Address
 - By registering, you will be placed on the plan-holders list for the solicitation. This list is used for communications from the County to prospective respondents.
- Links to the documents will be available in the Related Documents section

Solicitation documents, plans, blueprints, or other materials may also be obtained from the Bay County Purchasing Department, 840 West 11th Street, Suite 2500, Panama City, FL 32401.

For those projects with separate plans, blueprints, or other materials that cannot be accessed through the internet, the Purchasing Department will make a good faith effort to ensure that all registered bidders (those who have been registered as receiving a bid package) receive the documents.

POINT OF CONTACT

The Purchasing Department will be the only point of contact for this RFP. Under no circumstances may a respondent contact any County Commissioner, County Administrator, or County employee concerning this RFP until after award. Any such contact may result in disqualification.

QUESTIONS

Proposers shall submit all questions, in writing, to the Purchasing Department at Purchasing@baycountyfl.gov or FAX to (850) 248-8276. All questions shall be submitted no later than 5:00 pm (CDT) on Friday, May 29, 2020.

ADDENDA

If any addenda are issued after the initial specifications are released, the County will post the addenda on the Bay County website at: <https://www.baycountyfl.gov/Bids.aspx>

It is the responsibility of the proposer prior to submission of any proposal to check the above website or contact the Purchasing Department to verify any addenda issued. The receipt of all addenda must be acknowledged on the addenda response sheet.

PROPOSAL FORM

To receive consideration, all Proposals shall be made on the forms provided, properly executed and with all items filled out. Do not change the wording of the Proposal Form. No conditions, limitations or provisions will be attached or added to the Proposal Form by the Firm.

CONTRACT PRICE

Contract price shall include all charges for completing the work and include layout, insurance, taxes, field office and supervision, overhead and profit, bonds and miscellaneous items.

EXAMINATION OF WORK SITES

All prospective firms may visit the site and become familiar with the existing conditions. No allowance will be made to any prospective firm because of a claimed lack of such examination or knowledge. Responding to the RFP shall be construed as conclusive evidence that the prospective firm has made such examination.

WITHDRAWAL OF PROPOSALS

Any Respondent may withdraw its Proposal, either personally or by written request, at any time prior to the scheduled time for opening Proposals. No Respondent may withdraw its Proposal for a period of 90 days after the date for opening and all Proposals shall be subject to acceptance by the County during this period.

CANCELLATION

The County may cancel this RFP, or reject in whole or in part, when it is in the best interests of the County, as determined by the Board of County Commissioners. Notice of cancellation shall be posted on the County website. The notice shall identify the solicitation, and, where appropriate, explain that an opportunity will be given to compete on any re-solicitation or any future procurement of similar items.

BASIS OF AWARD

The contract will be awarded to the responsive, responsible Respondent who ranks highest in the evaluation process based on the criteria specified in the evaluation of proposals information enclosed in this Request for Proposals. The County will execute a written lease/license agreement with the awarded Vendor, which will include the final negotiated terms, conditions, specifications, and prices.

RIGHT TO REJECT

The County reserves the right to:

- a. reject any or all Proposals received;
- b. select and award any portion of any or all Proposal items;
- c. waive minor informalities and irregularities in the Respondent's Proposal.

A Proposal may be rejected if it is non-responsive or does not conform to the requirements and instructions in this RFP. A Proposal may be non-responsive by reasons, including, but not limited to, failure to utilize or complete prescribed forms, conditional Proposals, incomplete Proposals, indefinite or ambiguous Proposals, failure to meet deadlines and improper and/or undated signatures. Other conditions which may cause rejection of Proposals include evidence of collusion, obvious lack of experience or expertise to perform the required work, submission of more than one Proposal for the same work from an individual, Respondent or corporation under the same or a different name, failure to perform or meet financial obligations on previous contracts. Proposals may be rejected if not delivered on or before the date and time specified as the due date for submission of the Proposal.

EXECUTION OF AGREEMENT

The successful Firm shall, within 10 days after receipt of the Notice of Award and the contract forms or documents, sign and deliver to the County Purchasing Director all required contract documents. The awarded Firm shall also deliver the policies of insurance or insurance certificate as required. All insurance documents shall be approved by the Bay County Risk Management Office before the successful Firm may proceed with the work.

LICENSES

Consultant shall be properly licensed for the appropriate work specified in this Request for Proposals. All Respondents are requested to submit any required license(s) with their qualifications. License(s) must be effective as of the opening date and must be maintained throughout the Contract Period. Failure to be properly licensed as stated above will result in the rejection of the Proposal as nonresponsive.

PUBLIC RECORDS

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as many be provided by other applicable State or Federal Law, all Respondents should be aware that Requests for Proposals and the responses thereto are in the public domain. Respondents must identify specifically any information contained in their response which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

Pursuant to Fla. Stat. §119.071(1)(b), proposals received as a result of this RFP will not become public record until such time as the County provides notice of an intended decision or until 30 days after opening the bids, whichever is earlier.

REPRESENTATIONS

The contract documents contain the provisions required for the project. Information obtained from an officer, agent, or employee of the County or any other person shall not affect the risks or obligations assumed by the Contractor or relieve the Contractor from fulfilling any of the conditions of the contract.

PUBLIC ENTITY CRIMES STATEMENT

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, 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. By submission of a proposal in response to this document, the vendor certifies compliance with the above requirements as stated in Section 287.133, Florida Statutes.

E-VERIFY

Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the Contractor during the term of the Contract to perform employment duties within Florida; and
2. All persons, including subcontractors, assigned by the Contractor to perform work pursuant to the contract with the Department.

By submission of a proposal in response to this document, the contractor certifies compliance with the above requirements.

WARRANTY

All goods and services furnished by respondent, relating to and pursuant to this RFP, will be warranted to meet or exceed the specifications contained herein. In the event of

breach, the respondent will take all necessary action, at respondent's expense, to correct such breach in the most expeditious manner possible.

SUBCONTRACTORS

The Contractor will be the prime service provider and shall be responsible for all work performed and contract deliverables. Proposed use of subcontracts should be included in the Proposer's Response. Requests for use of subcontractors received subsequent to the solicitation process are subject to review and approval by the County.

The County reserves the right to request and review information in conjunction with its determination regarding a subcontract request. All subcontractors are subject to the same requirements of this solicitation as the awarded contractor.

PROTEST

A notice of protest must be submitted in accordance with section 2-114 of the Bay County Code, as amended from time to time. If a party intends to initiate such an action, it must electronically notify the Purchasing Director and the County Attorney no later than one business day after notice of the awarding authority's decision.

LOCAL PREFERENCE

In purchasing of, or letting of contracts for procurements of, personal property, materials, or contractual services, the authorized purchasing authority of Bay County may give a preference to a local business making such purchase or awarding such contract as per Ordinance 14-04.

EXEMPTION OF MEETINGS/PRESENTATIONS

Pursuant to Florida Statute section 286.0113(2), any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation as part of a competitive solicitation, or at which a vendor answers questions as part of a competitive solicitation is exempt from public meeting requirements. However, the County must make a complete recording of any portion of an exempt meeting and no portion of the exempt meeting may be held off the record. The recording of, and any records presented at, the exempt meeting are exempt from the public records law of section 119.07(1), Fla. Stat. (2011) and section 24(a), Art. I of the State Constitution, until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, submittals, or final replies, whichever occurs earlier. If the County rejects all bids, submittals, or replies and concurrently provides notice of its intent to reissue a competitive solicitation, the recording and any records presented at the exempt meeting remain exempt from section 119.07(1), Fla. Stat. (2011) and section 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision concerning the reissued competitive solicitation or until the agency withdraws the reissued competitive solicitation. A recording and any records presented at an exempt meeting are not exempt for longer than 12 months after the initial agency notice rejecting all bids, submittals, or replies.

PROPOSAL REQUIREMENTS

Each Firm's proposal shall include sufficient information to enable the County to evaluate the capability of the Firm to provide the desired services. The data shall be significant to the project and discussions of past performances on other projects shall be minimized except as they relate to the proposed work.

All Proposals are to be on 8 ½" x 11" paper or if larger documents are required they are to be folded to 8 ½" x 11" size. Proposals should be stapled together or bound with comb binding. Proposals submitted in 3 ring binders may not be accepted. Proposals shall be prepared simply and economically, providing a straightforward, concise delineation of Respondent's capabilities to satisfy the requirement of the RFP. Elaborate binding, colored displays, and promotional material are not desired; however, technical literature may be included as attachments to the proposal.

Proposers should submit one (1) original clearly labeled "Original", six (6) copies clearly labeled "Copy" and one (1) electronic version of the package. The electronic version should be in pdf format on a cd or usb drive. Electronic versions submitted via e-mail will **not** be accepted. If the submittal contains confidential information, such information shall be in a separate pdf document. Submittals shall be enclosed in a sealed envelope bearing the title of the solicitation, the name of the Respondent and the date for opening. Submittals shall be valid to BAY COUNTY for a period of ninety (90) days after the opening.

Emphasis in each Submittal must be on completeness and clarity of content.

In order to expedite the evaluation of Submittals, it is essential that Respondents follow the format and instructions contained in the RFP.

The following information is the minimum content required for the Submittal and will be used to compare and evaluate the firms:

(Please number and title tabs for each section as indicated).

1) Table of Contents (Tab 1)

- a) Clearly identify all sections referenced below.
- b) Sections shall be separately tabbed for ease of reference.

2) General Information (Tab 2) – 5 points

- a) Firm information
 - i) Name, address, phone, fax, email, Federal ID#, and website (if applicable)
 - ii) Date the firm was established under the name given.
 - iii) Type of ownership or legal structure of the firm. (Corporation, joint venture, partnership)
 - iv) Incorporation by the Secretary of State and current Florida Professional License.

- v) Brief history of the firm.
- b) Bonding Capacity – A “Letter of Commitment” shall be furnished by the firm from a Surety Company, acceptable to the County, signed by an authorized Florida Licensed Resident Agent.
- c) Litigation, disputes, default, & liens
Describe and explain any disputes, litigations and defaults, the results and settlements of any prior litigation, arbitration, mediation or other claims for a period of five years prior to submission of the SOQ.

3) Experience and Qualifications (Tab 3) – 30 points

- a) Describe your firm’s experience in providing bait and tackle shop experience.
- b) Describe your firm’s experience in providing beach services.
- c) Describe your firm’s experience with the local tourism industry and with shore fishing in the Gulf of Mexico.

4) Project History (Tab 4) – 20 points

- a) Provide a minimum of three (3) current references for which you currently provide bait and tackle shop operations or beach services for. Specifically provide the information below on the references:
 - (1) Name of entity (firm, city, county, etc.)
 - (2) Address of entity
 - (3) Employee name, title, e-mail address, and phone number
 - (4) Number of years Proposer has served the entity.
 - (5) Brief summary of the scope of services provided and type of contract.

5) Operate or Sub-Lease (Tab 5)

- a) Indicate whether the interested firm or individual intends to operate or sub-lease the Bait and Tackle Shop and if so the interested firm or individual’s experience in procuring and managing tenants.
- b) Indicate whether the interested firm or individual intends to provide the required Beach Services or intends to assign the license to a qualified Beach Service provider.
- c) If the interested firm or individual intends to request permission to sub-lease the Bait and Tackle Shop or assign the license, the proposal must include items 2, 3, and 4 for that sub-tenant or licensee.

6) Proposed Rent (Tab 6) 40 points

- a) Annual Base Rent for the Bait and Tackle Shop
- b) Percentage of Gross Sales from Beach Services License.
- c) The Price points will be determined in accordance with the following formula:
 Highest Price - A
 Respondent’s Price - B
 Total Possible Points for Price - C
 Points Earned by Respondent - D

$$\frac{A}{B} \times C = D$$

7) Local Preference (Tab 7) – 5 points

- a) Qualified and responsive local business that has a principle place of business located within Bay County, and which meets all of the criteria for a local business, shall be given preference in the amount of five percent (5%).
- b) Qualified and responsive local business that does not have a principle place of business located within Bay County, and which meets all of the criteria for a local business, shall be given preference in the amount of three percent (3%).

8) Required Additional Forms (Tab 8)

- a) Proposal Form
- b) Addendum Acknowledgement
- c) Anti-Collusion Clause
- d) Conflict of Interest
- e) Identical Tie Bids/Drug Free Workplace
- f) Waiver of Exemption of Meetings/Presentations

ANTICIPATED SCHEDULE

This schedule may be altered solely at the County’s discretion:

RFP Advertisement	Friday, May 8, 2020
Questions Due Date	Friday, May 29, 2020
Proposal Deadline	Monday, June 8, 2020
Evaluations	June 9 – 19, 2020
Board Meeting for recommended award	Tuesday, July 21, 2020

EVALUATION PROCESS AND CRITERIA

Representatives from the County Purchasing Department will review the submittals for completeness. Those submittals deemed complete and responsive will be forwarded to the Evaluation Committee.

Evaluation Committee

- A. Evaluation Committee may consist of 3 or 5 members or the Board of County Commissioners. Initial scoring and final ranking may be determined by separate Evaluation Committees.
- B. The County Manager or designee shall determine the Evaluation Committee(s) that will best serve the needs of the County.
- C. Membership of all Evaluation Committees shall be approved by the County Manager or designee.
- D. The Purchasing Department will provide reasonable notice of all meetings, no less than 72 hours in advance of such scheduled meeting, excluding holidays and weekends, by posting a Notice of Evaluation Committee Meeting on the public notice bulletin board in the Purchasing Department and on the Bay County website.
- E. Contact with the Evaluation Committee. Members of the Evaluation Committee are prohibited from discussing a project with any professional or professional firm that may submit a proposal during the procurement process, except in formal committee meetings.
- F. Evaluation of Proposals. Only written responses of statements of qualifications, performance data, and other data received in the purchasing office by the publicized submission time and date shall be evaluated.
- G. The initial ranking of proposals is based upon the points given in the scoring sheet utilizing the evaluation criteria in the RFP.
- H. Shortlisting. The best-qualified respondents shall be based upon the Evaluation Committee's ability to differentiate qualifications applicable to the scope and nature of the services to be performed as indicated by the ratings on the scoring sheet. Typically, the top three rated firms, if there are at least three responsive respondents, will be considered as the shortlisted firms, unless the County Manager, after input and discussion with the Evaluation Committee, approves adding additional firms to the shortlist.
- I. Presentations/Interviews. The Evaluation Committee may choose to conduct formal presentations/interviews with shortlisted firms prior to final ranking.

- J. Final Ranking. The Evaluation Committee or the Board of County Commissioners, as appropriate, shall use the ordinal process to rank the firms. The respondents shall be listed in order of preference. The list of best-qualified persons shall be approved by the County Manager or Board, as appropriate, prior to beginning contract negotiations.

The County shall negotiate a contract with the top ranked firm for services at compensation which the County determines is fair, competitive and reasonable as further described in the Scope of Services.

The provisions of the Request for Proposals and the receipt of submittals from respondents shall not create any legal or other obligation between Bay County and respondents (except as expressly set out in this RFP).

Bay County will make the selections primarily on the basis of the response to this RFP and any further information received from respondents if interviewed. Although information additional to that requested in this RFP may be provided by respondents, any consideration of this information shall be at the discretion of Bay County. Bay County shall award this project to the respondent considered by the County to offer the best overall response with a resulting negotiated agreement that is most advantageous and in the best interest of Bay County.

**PROPOSAL FORM
RFP 20-45**

This proposal of _____, (“Firm”) organized and existing under the laws of the State of _____ doing business as _____ (Insert a corporation”, “a partnership” or “an individual” as applicable), is hereby submitted to the Board of County Commissioners, Bay County, (“County”).

In compliance with the Request for Proposals, this Firm proposes to perform all work as detailed in this solicitation.

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

Submitted By: _____
Name of Firm/Contractor Submitting This Bid

Prepared By: _____
Name of Individual Who Prepared This Bid

Contact Email: _____

Address: _____

Phone: _____

Signature of Authorized Representative of Firm/Contractor

Date

SEAL: *(If bid is by Corporation)*

ADDENDUM ACKNOWLEDGEMENT

I acknowledge receipt of the following addenda:

ADDENDUM NO. _____

DATED _____

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

It is the responsibility of the firm to ensure that they have received addendums if issued. Call (850) 248-8270 or email purchasing@baycountyfl.gov prior to submitting your Proposal to ensure that you have received addendums.

ANTI-COLLUSION CLAUSE

Firm certifies that their response is made without prior understanding, agreement or connection with any Corporation, Firm or person submitting a response for the same services and is in all respects fair and without collusion or fraud.

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all firms, must disclose if any Bay County Board of County Commissioner(s), employee(s), elected officials(s), of if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their firm.

Indicate either "yes" (a county employee, elected official, or agency is also associated with your firm), or "no". If yes, give person(s) name(s) and position(s) with your firm.

YES _____

NO _____

NAME(S)

POSITION(S)

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

IDENTICAL TIE PROPOSALS/DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more submittals, which are equal with respect to price, quality, and service, are received by the County for the procurement of commodities or contractual services, a submittal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied firms have a drug-free workplace program. To have a drug-free workplace program, a business shall:

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.

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.

Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).

In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

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 an employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify the following:

(Check one and sign in the space provided.)

_____ This firm complies fully with the above requirements.

_____ This firm does not have a drug free work place program at this time.

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Principal Office Address:

Length of time at this address:

If the above address has been for less than 12 months, please provide prior address:

Describe the primary business functions occurring at this location on a daily basis:

List the names of the employees at this location and list the hours worked per week by each at this location:

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

WAIVER OF EXEMPTION OF MEETINGS/PRESENTATIONS

Pursuant to section 286.0113(2), Fla. Stat. (2011), any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation as part of a competitive solicitation, or at which a vendor answers questions as part of a competitive solicitation is exempt from public meeting requirements. The County encourages transparent and open meetings and decision-making but will honor any request by a Firm to maintain the exemptions provided by section 286.0113(2).

Please indicate your preference regarding any meetings at which you may provide an oral presentation or answer questions regarding your submittal or at which negotiations may be conducted:

_____ ***Waive*** all requirements to keep such meetings and negotiations exempt from public meeting laws.

_____ ***Maintain*** all requirements to keep such meetings and negotiations exempt from public meeting laws.

INDICATE WAIVE OR MAINTAIN, HOWEVER DO NOT SIGN THIS FORM

ATTACHMENT 1
SCOPE OF SERVICES
MB MILLER PIER BAIT & TACKLE SHOP LEASE/OPERATION
AND BEACH SERVICES LICENSE

The Board of County Commissioners, Bay County, Florida requests Proposals from financially secure firms or individuals with extensive experience in gift shop and bait and tackle shop retail operations in Florida, to lease and operate the Bait and Tackle Shop and also, through a license, provide goods and/or services for beach and/or water recreational activities at the County's M.B. Miller Pier. The County's MB Miller Pier is a 1500' fishing pier located on the Gulf of Mexico in Panama City Beach.

The Leased Premises shall be used and occupied solely for the purpose of a Bait and Tackle Shop and retail sales complimenting the public's use and enjoyment of the Beachfront Property and the M.B. Miller Pier.

The tenant shall be responsible for the payment of all utilities and operating costs of the Leased Premises, including but not limited to electricity, gas, water, sewer, solid waste removal and telecommunications. In no event shall County be liable for any interruption or failure in the supply of any utilities to the Leased Premises.

The tenant shall keep and maintain the leased premises in a clean, neat, sanitary and safe condition, and if necessary replace the same at its expense, in accordance with all required rules and regulations of the governmental agencies having jurisdiction of the leased premises and of Tenant and County with respect to the leased premises, and Tenant shall comply with, and maintain the leased premises in compliance with all requirements of law, by statute, ordinance or otherwise, affecting the leased premises and the appurtenances thereto.

The tenant shall, at its expense, keep, maintain and repair all furniture, fixtures and equipment in the leased premises, in a good working order and safe, sanitary, neat, clean and in an attractive condition, and if necessary replace the same at its expense.

In consideration of the benefits of this Beachfront Lease, the tenant shall keep the entire Beachfront Property in a neat, clean and sanitary condition, free of trash, garbage, litter, dog feces and man-made nighttime obstructions to nesting sea turtles. Tenant shall not be required to remove seaweed from the Beachfront Property.

The County may lease the Beachfront Property and MB Miller Pier from time to time for special events. If required by such special event lease, the County may restrict or eliminate the tenant's right of use of and access to the Bait and Tackle Shop and the Beachfront Property for a period of not more than ten days without compensation or adjustment in rent.

The County will execute a written lease/license agreement with the awarded Vendor, which will include the final negotiated terms, conditions, specifications, and prices. Sample Lease agreement is included as Attachment 2.

**ATTACHMENT 2
SAMPLE LEASE AND LICENSE AGREEMENT**



**M. B. MILLER PIER
LEASE AND LICENSE AGREEMENT**

Between

**BAY COUNTY BOARD OF COUNTY
COMMISSIONERS, FLORIDA**

And

_____, 20____

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**M. B. MILLER PIER
LEASE AND LICENSE AGREEMENT**

THIS LEASE AND LICENSE AGREEMENT (the "Agreement") is made and executed as of _____, 20__, between Bay County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners ("County"), and _____ ("Tenant").

**ARTICLE I
DEFINITIONS AND CONSTRUCTION**

SECTION 1.01 DEFINITIONS.

As used in this Agreement, the following terms shall have the following meanings, unless the context otherwise requires.

"Bait and Tackle Shop" means the area marked Bait and Tackle Shop on Exhibit A.

"Base Rent" means an amount equal to \$_____ per year payable monthly in advance in twelve equal installments pursuant to Section 2.04(A) hereof.

"Beachfront License" means license described in this Agreement for the Beachfront property, including any amendments and supplements hereto executed and delivered in accordance with the terms hereof.

"Beach Services" means the rental or sale of any goods or services used in connection with beach or water recreational activities, including without limitation, the rental or sale of umbrellas, sailboats, cabanas, aqua cycles, floats, chairs, sun protective oils or creams, or the instruction and use of any such items.

"Beachfront Property" means that portion of the sandy Gulf beach located south of Front Beach Road and between the extended east and west boundary of the property that is owned by County as depicted on the attached map. Additionally, Beachfront Property includes up to four (4) locations on the M. B. Miller Pier for observation telescopes at such locations as the County may authorize. Bay County shall approve the construction and installation of all telescopes.

"County" means Bay County Board of County Commission, duly organized and validly existing under the laws of the State. With respect to any approval, consent or other action required by this Agreement, the term "County" will include County Manager and any other person to whom such responsibility has been lawfully delegated by the Board of County Commission.

"Effective Date" means _____, 20__.

“Environmental Law” means any federal, state, or local law, rule regulation, or ordinance for environmental protection, including, but not limited to, the Federal Clean Air Act, the Environmental Response Compensation and Liability Act, the National Environmental Policy Act, and the regulations of the Environmental Protection Agency, and the Florida Department of Environmental Protection.

“Hazardous Material” means all of those substances, elements, materials or compounds that are included in any list of hazardous or restricted substances adopted by the Environmental Protection Agency or the Florida Department of Environmental Protection, or any other substance, element, material or compounds defined or restricted as a hazardous, toxic, radioactive or dangerous substance, material or waste by the Environmental Protection Agency or the Florida Department of Environmental Protection, or by any other ordinance, statute, law, code or regulation of any federal, state, or local governmental entity or any agency, department or other subdivision thereof, whether now or later enacted, issued or promulgated.

“Impositions” means any ad valorem taxes, assessments, or other governmental charges and assessments lawfully imposed, levied or assessed against or with respect to the Leased Premises or Beach Services or any appurtenance thereto by any governmental authority, including County.

“Leased Premises” means the Bait and Tackle Shop.

“Marked Channel” means a water channel perpendicular to the shoreline, not less than ten (10) feet in width, and marked by at least (i) one yellow buoy not less than seventy-five (75) inches in circumference and anchored nine hundred (900) feet from the shoreline, (ii) two yellow buoys not less than fifty (50) inches in circumference and anchored ten (10) feet apart and approximately three hundred (300) feet from the shoreline, and (iii) two yellow buoys no less than thirty-six (36) inches in circumference and anchored ten (10) feet apart and approximately fifty (50) feet from the shoreline, and (iv) two orange or red cones or signs not less than twenty-eight (28) inches high erected at the waterline.

“M. B. Miller Pier” means County pier extending into the Gulf of Mexico.

“Rent” means the Base Rent.

“State” means the State of Florida.

“Term” means the term of this Agreement established or extended as provided in Section 2.03.

SECTION 1.02 CONSTRUCTION

(A) The words “shall” or “will” are always mandatory and not merely directory.

(B) Each recital, covenant, agreement, representation and warranty made by a party herein shall be deemed to have been material and to have been relied on by the other parties to this Agreement. All parties have participated in the drafting and preparation of this Agreement, and the provisions hereof shall not be construed for or against any party by reason of authorship.

SECTION 1.03 SECTION HEADINGS

Any headings preceding the texts of the several Articles and Sections of this Agreement and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall neither constitute a part of this Agreement nor affect its meaning, construction or effect.

**ARTICLE II
LEASE OF PREMISES AND LICENSE FOR BEACHFRONT PROPERTY**

SECTION 2.01 LEASE

For and in consideration of the Rent, covenants and agreements specified herein, County leases to Tenant, and Tenant takes and hires, upon and subject to the conditions and limitations herein expressed, the Leased Premises. The Tenant shall have a nonexclusive easement across the Beachfront Property for pedestrian access to the Bait and Tackle Shop.

SECTION 2.02 LICENSE ON BEACHFRONT PROPERTY

County hereby grants Tenant an exclusive right and license to operate, and Tenant accepts the obligation to operate Beach Services on the Beachfront Property as described and subject to the conditions and limitations more fully expressed in this Agreement. Neither this License nor the Beachfront Property is part of the Leased Premises. Tenant shall also have a non-exclusive right to other County property solely for access to the Beachfront Property.

SECTION 2.03 TERM

This Agreement, Lease and License shall begin _____, 2020 for a term of five (5) years unless sooner terminated as herein provided. Thereafter, the lease may be renewed at the option of the County for up to five (5) additional one (1) year terms. The lease shall be deemed renewed for an optional renewal period unless the County notifies the Tenant of its decision to not renew the lease at least four (4) months prior to the end of the then-current term.

SECTION 2.04 RENT

(A) Beginning on the Effective Date and throughout the Term of this Agreement, Tenant shall pay Base Rent to County in equal monthly installments, in advance, on the

first day of each month. Base Rent shall be due and payable beginning on the Effective Date and on the first day of each and every month thereafter throughout the Term and shall be paid without demand, set off or deduction to County; provided however, that if the Effective Date is a date other than the first day of a calendar month, the monthly amount set forth above for the partial first and last months will be prorated to the end of that calendar month. In addition to the Base Rent, Tenant shall pay to the County the amount of \$_____ per year from the observation telescopes as described in Section 1.01.

(B) Tenant shall pay to County monthly as accrued any sales or use tax due to the State of Florida by County on account of Base Rent or any other sum Tenant is required to pay under this Agreement.

(C) Nothing herein shall be construed to relieve or modify Tenant's obligation as a merchant to pay any business tax or fee imposed by any state or local government.

(D) This Section shall survive the expiration or termination of this Agreement.

SECTION 2.05 UTILITIES AND IMPOSITIONS

(A) Tenant shall be responsible for payment of all utilities and operating costs of the Leased Premises, including but not limited to electricity, gas, water, sewer, solid waste removal, and telecommunications. In no event shall County be liable for any interruption or failure in the supply of any utilities to the Leased Premises.

(B) From and after the Effective Date and through and until the end of the Term, Tenant shall pay or cause to be paid, before any fine, penalty, lien, interest, or cost may be added thereto, all Impositions arising or becoming due during the Term. Tenant shall have the right to contest the amount of validity, in whole or in part, of any Imposition, by any and all proceedings available at law or in equity.

SECTION 2.06 SECURITY DEPOSIT

County acknowledges receipt of a security deposit in the amount of _____ dollars (\$_____) in cash. The security deposit shall be held and distributed by County in accordance with the provisions of this Section. During the Term, County may apply all or any portion of the security deposit necessary in satisfaction of Tenant's obligations which remain unperformed after notice and the expiration of the applicable grace period, if any. Should County apply any portion of the security deposit as permitted hereunder, Tenant shall, upon written request of County, remit to County a sufficient amount, in cash, to restore the security deposit to the original amount deposited. No interest shall be payable on the security deposit. If, upon the expiration or termination of this Agreement, the obligations of Tenant hereunder have been fully performed, the amount of the security deposit then held by County shall be returned to the Tenant.

**ARTICLE III
USE OF PREMISES**

SECTION 3.01 TENANT’S USE

The Leased Premises shall be used and occupied solely for the purpose of a Bait and Tackle shop and retail sales complimenting the public’s use and enjoyment of the Beachfront Property and the M. B. Miller Pier, and for no other purpose without County’s prior written consent which may be withheld in its sole discretion, and subject always to the affirmative and negative covenants and the terms of this Agreement.

SECTION 3.02 CONTINUOUS OCCUPANCY

Tenant shall keep the Leased Premises open continuously during the Term, the Bait and Tackle Shop shall be kept open to meet the demands of fishermen on the M. B. Miller Pier. Tenant will not cease operations in the Leased Premises without the express written consent of County which may be withheld in its sole discretion, unless prevented from doing business therein by reason of applicable ordinances or other acts of governmental authorities, or by acts of God, or conditions beyond the control of the Tenant.

**ARTICLE IV
CONSTRUCTION, MAINTENANCE, AND REPAIRS**

SECTION 4.01 TENANT’S DUTY TO REPAIR

(A) Except for repair required of County in Section 4.03 hereof, Tenant shall keep and maintain in good order, condition, repair, and in an attractive appearance, and make such replacements and restorations as are required to the Leased Premises, every part thereof and every appurtenance thereto, including, but without limitation, the exterior and interior portion of all doors, door frames, door checks, windows, window frames, plate glass, store front, all plumbing and sewage facilities within Leased Premises including free flow up to the main sewer line, fixtures, heating and air conditioning, and electrical systems (whether or not located in the Leased Premises), sprinkler system, if any, walls, floors and ceilings, meters applicable to the Leased Premises, exterior and interior signage, and all installations made by Tenant under the terms of this Agreement.

(B) Tenant shall keep and maintain the Leased Premises in a clean, neat, sanitary, and safe condition and in accordance with all required rules and regulations of the governmental agencies having jurisdiction of the Leased Premises and of Tenant and County with respect to the Leased Premises, and Tenant shall comply with, and maintain the Leased Premises in compliance with all requirements of law, by statute, ordinance or otherwise, affecting the Leased Premises and the appurtenances thereto.

(C) Tenant shall, at its expense, keep, maintain, and repair all furniture, fixtures, and equipment in the Leased Premises, in a good working order and safe, sanitary, neat, clean, and in an attractive condition, and if necessary replace the same at its expense.

(D) In addition, and in consideration of the benefits of this Agreement, the Tenant shall keep the entire Beachfront Property in a neat, clean, and sanitary condition, free from trash, garbage, litter, dog feces, and manmade nighttime obstructions to nesting sea turtles. Tenant shall not be required to remove sea-weed from the Beachfront Property.

(E) If Tenant fails to commence and to complete repairs, replacements, cleaning or other obligations set forth in this Section, promptly and adequately after written notice from County, County may, but shall not be required to, make and complete said repairs or other obligations and Tenant shall promptly pay the cost thereof upon demand by County in the event County does not apply the cost of the repairs to the security deposit under Section 2.06.

SECTION 4.02 SURRENDER OF PREMISES

At termination of this Agreement the Tenant agrees to deliver the Leased Premises and any other County equipment (or replacements thereof) in the same conditions as the Lease Premises and equipment were on the Effective Date, reasonably expected wear and tear excepted. Tenant shall surrender to County all keys for the Leased Premises at the place of payment of Rent. The termination of this Agreement terminates the license to the Beachfront Property. Tenant's obligation to observe or perform this covenant shall survive the expiration or termination of this Agreement. Any items belonging to the Tenant remaining in the Leased Premises or Beachfront Property on the termination of the Lease shall be deemed abandoned for all purposes and shall become the property of County which may dispose of such abandoned property without liability of any type or nature.

SECTION 4.03 COUNTY'S DUTY TO REPAIR

County shall keep and maintain the foundation deck, exterior walls, and roof of the Bait and Tackle Shop and the structural portion of the Leased Premises which were constructed by County, exclusive of doors, door frames, door checks, windows, window frames, and plate glass, in good repair, except for any repairs caused in whole or in part by the willful act or negligent act of the Tenant, its agents, employees, invitees, licensees or contractors. County shall not be required to make any other improvements or repairs of any kind upon the Leased Premises. Any repairs required as a result of the willful or negligent act of the Tenant, its agents, employees, invitees, or contractors as above described, shall be made by the Tenant.

SECTION 4.04 TENANT'S ALTERATIONS

Tenant shall not alter the Leased Premises or the Beachfront Property, or any part thereof, and shall not install any furniture, fixture, or equipment, including by way of example and not limitation, restaurant, snack bar, food truck/cart, no more than four (4) vending machines are allowed and must be located behind the visual screen, there shall not be any Automated Teller Machines (ATM) or similar devices, in or associated with the Leased Premises or the Beachfront Property, without first obtaining the written approval of County which may be withheld at its sole discretion. Failure of the Tenant to comply with this section shall constitute grounds for the County to immediately terminate this Lease/License for cause.

SECTION 4.05 MECHANICS LIENS

If Tenant makes or authorizes third parties to make any repairs or permitted alterations to the Leased Premises, Tenant shall promptly pay all costs related thereto. Tenant does not have any right or authority to place any lien, claim, or encumbrance of any kind against the Leased Premises or County rights and interest therein. Tenant shall cause all steps as are provided by law for the filing of a statutory bond prior to the initiation of any construction with respect to the Leased Premises. If a mechanic's or material men's lien is threatened or filed by any contractor or supplier, Tenant will promptly pay same and take steps immediately to have same removed. If the lien or claim is not removed or paid within thirty (30) days from the date of written notice from County, then County may, at its option, pay the amount alleged due or any portion thereof, and the amounts so paid, including attorney's fees and expenses connected therewith, and interest at the rate of 18% per annum on any sums advanced, shall be deemed to be additional rent and shall be paid to County immediately upon demand. Tenant will indemnify and save harmless County from and against all loss, claims, damages, costs or expenses suffered by County by reason of any repairs, installations or improvements made by or at the direction of the Tenant. This provision shall survive the expiration or termination of this Agreement.

SECTION 4.06 ROOF AND EXTERIOR

Tenant will not cause or permit accumulation of any debris or extraneous matter on the roof of the Bait and Tackle Shop (the "Roof"); will not in any manner cut or drive nails into or otherwise mutilate the Roof; Tenant will not place or affix anything to the Roof, or to the exterior of the Building in which the Bait and Tackle Shop is located, without first obtaining the written consent of County which may be withheld at its sole discretion. Tenant will be responsible for any damage caused to the Roof by any act of the Tenant, its agent, employees, invitees, or contractors of any type or nature.

**ARTICLE V
INSURANCE AND INDEMNIFICATION**

SECTION 5.01 INSURANCE

During the term of this Agreement, Tenant will purchase and maintain insurance and comply with the Bay County Risk Management Requirements as set forth and attached as EXHIBIT B.

SECTION 5.02 HOLD HARMLESS AND INDEMNIFICATION

(A) The Tenant shall indemnify and hold harmless the County, and its officers and employees, from any and all claims, suits, actions, damages, liabilities, expenditures, or causes of action of any kind, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage, or liability incurred by any of them, whether for bodily or personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with Tenant's performance of the contract or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Tenant, or by any other person.

(B) The parties understand and agree that such indemnification by the Tenant relating to any matter which is the subject of this Agreement shall extend throughout the term of this Contract and any statutes of limitations thereafter.

(C) The Tenant's obligation shall not be limited by or in any way to any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

SECTION 5.03 DUTY TO PAY DEFENSE COSTS AND EXPENSES

(A) The Tenant agrees to reimburse and pay on behalf of the County the cost of the County's legal defense, through and including all appeals, and to include all attorneys' fees, costs, and expenses of any kind for any and all 1) claims described in the Hold Harmless and Indemnification paragraph or 2) other claims arising out of the Tenant's performance of the Contract and in which the County has prevailed.

(B) The County shall choose its legal defense team, experts, and consultants and invoice the Tenant accordingly for all fees, costs and expenses upon the conclusion of the claim.

(C) Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

**ARTICLE VI
FIRE AND OTHER CASUALTY**

SECTION 6.01 PARTIAL DESTRUCTION

In the event of the partial destruction (less than 20% by area) of the building housing the Bait and Tackle Shop by fire or other casualty, County shall restore or repair said building and improvements with reasonable diligence. County shall repair or restore the building to the condition it was in immediately prior to the date of destruction. The Base Rent shall be proportionately abated from the date the building became partially untenable until the Leased Premises are fully tenable.

SECTION 6.02 SUBSTANTIAL DESTRUCTION

In the event of the substantial destruction (20% by area or more) of the building housing the Bait and Tackle Shop by fire or other casualty, then County shall have the option to terminate this Agreement by giving the Tenant written notice within thirty (30) days after such destruction, and any unearned Rent shall be apportioned and returned to Tenant. If County does not elect to cancel this Agreement as aforesaid, then County shall proceed with reasonable diligence to repair or restore or replace the building to the condition it was in immediately prior to the date of the destruction. The Base Rent shall be proportionately abated from the date the building became substantially untenable until the Leased Premises are made fully tenable, unless the building is totally untenable in which case Base Rent shall completely abate.

**ARTICLE VII
ASSIGNMENT AND SUBLETTING**

SECTION 7.01 NO ASSIGNMENT OR SUBLETTING

This Agreement, Lease and License shall not be assigned, transferred, pledged, sublet, or otherwise encumbered without the prior written approval of County which may be withheld in its sole discretion.

SECTION 7.02 SUBLETTING OF LEASE

Notwithstanding the provisions of Section 7.01, upon the prior written approval of County which may be withheld in its sole discretion, Tenant may enter into a sublease with a single third-party operator for the Bait and Tackle Shop. Such sublease will require the subtenant to comply with all applicable covenants and terms of this Agreement for which Tenant shall remain responsible, including by way of example and not limitation, insurance, and the Affirmative and Negative Covenants herein, and provide for the survival of such covenants as provided herein. Such sublease shall prohibit further subletting. County must approve the form of the sublease in writing prior to its execution which shall at a minimum incorporate this Agreement by reference.

**ARTICLE VIII
AFFIRMATIVE AND NEGATIVE COVENANTS**

SECTION 8.01 AFFIRMATIVE COVENANTS

(A) Tenant shall provide high quality tackle, bait and miscellaneous fishing supplies at competitive prices in the Bait and Tackle Shop.

(B) During the term at spring break and from Memorial Day through Labor Day, Tenant shall offer and provide daily Beach Services on the Beachfront Property including floats, surfboards, sailboats, sailboards, and water-cycles (“Water Devices”). Provided (1) that all such Water Devices shall be launched, landed, and operated only east or west of and at least five hundred feet (500’) away from the M. B. Miller Pier, and (2) that whenever such Water Devices are available to rent or be used, Tenant shall have marked that certain line in the water lying east and west of, parallel to and four hundred feet (400’) distant from the M. B. Miller Pier with three buoys of the same size, color and location as the buoys used to mark one side of a Marked Channel, and (3) that all waterborne ingress and egress shall be through a Marked Channel parallel to and at least five hundred feet (500’) distant from the M. B. Miller Pier, and (4) that neither Personal Watercraft nor any other motorized vessel or ride shall be rented or offered on the Beachfront Property, and (5) that Tenant shall provide an Exclusive Open-Water Certified Lifeguard with a Tower approximately four hundred feet (400’) east and west of the M. B. Miller Pier on duty whenever Tenant shall have Water Devices totaling more than two hundred (200) density points under Section 5-87 of Chapter 5 of the Bay County Code, as amended from time to time in use in the waters of the Gulf. For the purpose of complying with the density requirements of Section 5-87 of Chapter 5, Tenant may claim as points eight hundred feet (800’) of the linear frontage of the Beachfront Property. Tenant may keep one Personal Watercraft on the Beachfront Property as a safety boat for its own use in assisting its customers in the waters of the Gulf. Capitalized terms used in the Agreement and not defined herein are in Chapter 5. Should tenant fail for any reason (including penalty imposed for violation of Chapter 5) to provide Beach Service required by this Agreement and license for three (3) days in any seven (7) day period after receiving written notice from County of its intent to terminate this licenses for failure to do so, then this license shall terminate automatically and immediately without further notice. Nothing herein shall be construed to preclude Tenant from the requirement to fully comply with Chapter 5 as if County were a private landlord. In connection with the provision of Beach Services, Tenant agrees that it shall not be entitled to claim for any purpose under Chapter 5 the benefit of any Lifeguard or Exclusive Lifeguard which County may provide on the Beachfront Property. The provisions of this Section are a license; the Beachfront Property is not part of the Leased Premises.

At any time Tenant is not providing Beach Services, County may give Tenant written notice of its intent to provide a certain class and number of Water Devices itself or through a Beach Service. Should Tenant fail for any reason to begin providing that class and number of Water Devices or fail to satisfy any of the four provisos set forth

above, within twenty (20) days of receiving that notice, this license with respect to Water Devices shall be suspended and of no force and effect for so long as County, itself or through a Beach Service, shall provide materially the same number or more (regardless of class) of Water Devices on the Beachfront Property and satisfy the four provisos set forth above during the times that Tenant is required to provide Beach Services and without failing to do so for more than three (3) days in any seven (7) day period.

(C) All personnel employed in the Leased Premises or Beach Services who deal with the public shall be trained and have basic knowledge of (1) County flag warning system and natural nuisances of the Gulf such as jelly fish, sea-nettles, and dog-flies, (2) County and City ordinances and policies regulating activities on the Beachfront Property and the M. B. Miller Pier, and (3) the basis eco-system of the Gulf beachfront such as sea-oats, sand dunes, storm protection, and turtle nesting. Such personnel shall at all times be courteous and helpful to customers and visitors.

(D) In addition, all personnel employed in the Bait and Tackle Shop who deal with the public shall be trained and have basic knowledge of (1) surf fishing in the Gulf of Mexico, including equipment, techniques and species, and (2) Florida salt-water fishing regulations.

SECTION 8.02 NEGATIVE COVENANTS

(A) Tenant shall not permit the Leased Premises or Beachfront Property to be used for any unlawful or illegal business, use or purpose or for any business, use or purpose which is immoral, disreputable, hazardous, or constitutes a public or private nuisance of any kind.

(B) No sexually-oriented business as defined in Bay County Code, or its successor in function, shall be permitted on the Leased Premises or Beachfront Property. In addition, any entertainment, advertisement or signage offered on the Leased Premises shall be wholesome and family oriented, without sexual references or connotations and avoiding the appearance of nudity, vulgarity or offensive language. By way of illustration and not limitation, wet t-shirt and banana eating contests are prohibited by this covenant.

(C) Tenant shall not permit advertising or cross-marketing on the Leased Premises of any item not available for immediate sale or rental on the Leased Premises or Beachfront property.

(D) Tenant shall not advertise any item or service on the Beachfront Property.

(E) Tenant shall not permit on the Leased Premises or Beachfront Property the advertising, sale or of any interest in real estate or the advertising or furnishing of any professional services.

(F) The Leased Premises and Beachfront Property are public, recreational areas. They are not and have never been designated or used as a public forum for political or ideological speech. Unless required by law, no activities shall be conducted on the Leased Premises or Beachfront Property for the purpose of carrying on propaganda, or otherwise attempting to influence legislation or public policy, or on behalf of or in opposition to any political issue or candidate for public office.

(G) No On-Premises or Off-Premises Free Standing Sign (as defined in the Bay County Land Use Regulations) shall be erected by Tenant on the Leased Premises or Beachfront Property unless required by law.

(H) Tenant shall not place on any exterior door, wall or window of the Leased Premises any sign or advertising matter without first obtaining County's written consent which may be withheld in its sole discretion. County in its unfettered discretion may limit Tenant's signage below that permitted by the Bay County Code and may choose the style and appearance of all Tenant's outside signage in order to promote a consistent visual theme on the Leased Premises and Beachfront Property. Tenant agrees to maintain such sign or advertising matter as approved by County in good condition and repair. All signs shall comply with applicable ordinance or other governmental restrictions and the determination of such requirements and the prompt compliance therewith shall be the responsibility of the Tenant. In the event that the Tenant shall not maintain or repair Tenant's signage within ten (10) days after County gives the Tenant written notice to repair, the County may, but is not obligated to, make such repairs or remove such sign and Tenant agrees to reimburse County for its costs of such work.

(I) No beverages in glass containers shall be sold or dispensed in the Bait and Tackle Shop or on the Beachfront Property.

(J) Tenant shall not have police powers or the right to exclude any person from the Leased Premises or Beachfront Property.

SECTION 8.03 RESOLUTION OF CERTAIN DISPUTES

(A) The parties agree to resolve any dispute related to the interpretation or performance of an affirmative or negative covenant contained in this Article in the manner described in this Section. Either party may initiate the dispute resolution process by providing written notice to the other party.

(B) After transmittal and receipt of a notice specifying the area or areas of disagreement, the parties agree to meet at reasonable times and places, as mutually agreed upon, to discuss the issues.

(C) If discussions among the parties fail to resolve the dispute within ten (10) days of the notice described in Section (A); the parties shall appoint a mutually acceptable neutral third party to act as a mediator to serve at joint expense. If the parties are unable to agree upon a mediator, the County shall request appointment of a

mediator by the Chief Judge of the Circuit Court of the Fourteenth Judicial Circuit in and for Bay County, Florida, again to serve at joint expense. The mediation contemplated by this Section is intended to be an informal and non-adversarial process with the objective of helping the parties reach a mutually acceptable and voluntary agreement. The decision-making shall rest solely with the parties. The mediator shall assist the parties in identifying issues, fostering joint problem-solving and exploring settlement alternatives. It is understood that any settlement may require approval of the Board of County Commissioners.

(D) If the parties are unable to reach a mediated settlement within thirty (30) days of the mediator's appointment, either party may terminate the settlement discussions by written notice to the other party. In such event, either party may initiate litigation within thirty (30) days of the notice terminating the settlement discussions. Failure by the party initiating the dispute resolution procedure or commence litigation within the thirty (30) days period shall be deemed to constitute an acceptance of the interpretation or performance of the other party.

(E) This section shall act to not toll the time frame to bring action required by law or rule of the Supreme Court. This section shall not act to bar or toll any legal action where an immediate danger to the health, safety, or welfare of the public requires immediate action, or where significant legal rights will be compromised if a court proceeding does not take place before the provisions of this section are complied with.

ARTICLE IX DEFAULT AND RE-ENTRY

SECTION 9.01 TENANT'S DEFAULT

Failure on the part of Tenant to pay any Rent within ten (10) days after the same shall become due, or failure of Tenant or any permitted sub-tenant to keep and perform every covenant, condition, agreement and obligation of this Agreement (other than payment of Rent) on the part of Tenant to be kept and performed for more than twenty (20) days after written notice of such failure shall have been given to Tenant, shall, at the option of County, cause the forfeiture of Tenant's right to possession of the Leased Premises and license for the Beachfront Property and all other rights under this Agreement, without, however, releasing Tenant from liability, as herein provided, and possession of the Leased Premises and Beachfront Property and all improvements thereon shall be delivered to and shall be taken by County, any other notice or demand being hereby waived. Tenant agrees to quit and deliver possession of the Leased Premises and Beachfront Property to County in substantially as good condition as when received by Tenant, normal wear and use excepted.

SECTION 9.02 TENANT'S OBLIGATION

Tenant covenants that any forfeiture, annulment or voidance of this Agreement or Tenant's right to possession or any other rights hereunder shall not relieve Tenant for

the obligation to pay Rent. Upon obtaining possession, County may relet the Leased Premises as the agent for and in the name of Tenant, at any rental readily acceptable, applying proceeds first to the costs incurred in resuming possession, then reletting, including the cost of any repairs or remodeling incurred in the reletting, then to the payment of obligation of Tenant other than the payment of Rent, then to the payment of Rent, and the balance, if any, shall be paid to Tenant. Tenant hereby agrees that if County shall recover or take possession of the Leased Premises and be unable to relet or the rent from such reletting is no sufficient to pay the costs incurred in reletting, and any obligation of Tenant contained herein, including the payment of Rent, Tenant shall pay to County any loss or difference for the remainder of the Term. Under the circumstances aforesaid, County shall have the right to re-enter the Leased Premises to assume and take possession of the whole or any part thereof and to remove all persons or personal property by direct or summary action, or in a different type of suit or proceedings, by force, or otherwise, without being deemed guilty of trespass or other actionable wrong by reason thereof, and without being liable for the damages therefore. Tenant or anyone in possession claiming under Tenant shall be deemed guilty of unlawful detainer and subject to such summary or other action as may be provided by law. County, irrespective of the date on which its right of re-entry shall have accrued or be exercised, shall have the right, exercisable without notice to, or demand upon Tenant or any other person, to terminate this Lease. County shall not be deemed to have terminated unless County shall give written notice to Tenant specifically terminating the Lease and releasing Tenant from liability.

SECTION 9.03 ACCELERATION OF RENT

In the event of default on the part of Tenant, or in the event of the bankruptcy of Tenant, all installments of Rent, and all other charges payable by Tenant hereunder, for the residue of the Term shall, at the option of the County become immediately due and payable, notwithstanding any other stipulated date of payment. The amount collectible under this provision shall be reduced by any amount County receives from a subsequent Tenant during this term, less all reasonable start-up costs for the subsequent Tenant spent by the County. This remedy is in addition to and not in lieu of any other remedies or relief made available to County herein or under the laws of the State of Florida.

SECTION 9.04 LEGAL REMEDIES

Notwithstanding the provisions of this Agreement, it is agreed between the parties that the remedies provided for herein in the event of default on the part of Tenant or any person acting under Tenant are in addition to and not in lieu of any other remedies or relief made available to the County under the laws of the State of Florida.

**ARTICLE X
GENERAL PROVISIONS**

SECTION 10.01 QUIET ENJOYMENT

If Tenant pays the Rent and fully performs all of its obligations under this Agreement, Tenant shall be entitled to peaceful and quiet enjoyment of the Leased Premises for the full Term without interruption or interference by the County or any person claiming through the County.

Notwithstanding any contrary provision to the contrary, the County may, from time to time, lease or license the beachfront located to the east and west of M.B. Miller Pier for special events. Such lease may require the temporary closure of the Pier, the Bait and Tackle Shop, and prevent the use of the Beachfront Property for the purposes described herein. County shall have the right to restrict or eliminate the Tenant's use and access to the Leased Premises and Beachfront Property for a period not to exceed ten (10) days annually without any reduction in rent or other concession, and the Tenant agrees that it will hold the County harmless from any economic or other damages it might sustain as a result of such restriction.

SECTION 10.02 HAZARDOUS MATERIAL

(A) Throughout the Term, Tenant will prevent the presence, use, generation, release, discharge, storage, disposal, or transportation of any Hazardous Material on, under, in, above, to, or from the Leased Premises and Beachfront Property except that Hazardous Material may be used on the Leased Premises as necessary for the customary operation and maintenance of the Leased Premises provided that same are used, stored, and disposed of in strict compliance with Environmental Law.

(B) If Tenant's activities on the Leased Premises or Beachfront Property or Tenant's use of the Leased Premises or Beachfront Property results in a release of Hazardous Material that is not in compliance with Environmental Law or permits issued thereunder, gives rise to any claim or requires a response under common law or Environmental Law or permits issued thereunder, causes a significant public health effect, or creates a nuisance, then Tenant shall, at its sole cost and expense: (1) immediately provide verbal notice thereof to the County, as well as notice to the County in the manner required by this Agreement, which notice shall identify the Hazardous Material involved; and (2) promptly take all action in response to such situation required by Environmental Law; and (3) obtain the County's approval of any remediation plan to be undertaken.

SECTION 10.03 RADON GAS NOTICE

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found

in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the Bay County Public Health Unit. At this time, the County does not conduct radon testing with respect to any buildings located on the Leased Premises. Further, the County disclaims any and all representations and warranties as to the absence of radon gas or radon gas producing conditions with respect to the buildings located on the Leased Premises.

SECTION 10.04 COMMISSIONS

The County and Tenant each represent and warrant to the other that they have employed no broker, finder or other person in connection with the transactions contemplated under this Agreement which might result in the other party being held liable for all or any portion of a commission or fee. The County and Tenant each hereby agree to indemnify and hold the other free and harmless from and against all claim and liability arising by reason of the incorrectness of the representations and warranties made by such party in this Section 10.04, including, without limitation, reasonable attorney's fees and litigation costs. The provisions of this section shall survive expiration or termination of this Agreement.

SECTION 10.05 INSPECTIONS

Tenant will make the Leased Premises available for inspection by the County, or its designee, at any time, for any purpose the County deems necessary or incidental to or connected with the County's right hereunder or operation or maintenance of the M. B. Miller Pier, Bait & Tackle Shop or the Beachfront Property. An employee or designee of Tenant may accompany the County on all inspections of the Leased Premises. Tenant's books and records pertaining to the maintenance, management and operation of the Leased Premises and the Beachfront Property shall be accessible to the County at reasonable times.

SECTION 10.06 COMPLIANCE WITH LAWS

Tenant shall comply with all laws, ordinances, rules and regulations of federal, state, county, and municipal governments which may be applicable to Tenant's operation under this Agreement. Tenant shall neither commit nor permit waste of the Leased Premises or Beachfront Property. Without limiting the generality of the foregoing, Tenant acknowledges that it is obligated to, at all times, comply with all health, and other permits, licenses, and governmental permissions necessary or convenient to fully operate the Bait and Tackle Shop and utilize the Beachfront Property for Beach Services.

SECTION 10.07 NONDISCRIMINATION

No covenant, agreement or other instrument shall be effected or executed by Tenant, whereby the Leased Premises or any portion thereof is restricted by Tenant, upon the basis of race, color, religion, sex or national origin in the lease, use or

occupancy thereof; provided however, that Tenant shall comply with Section 110.1155, Florida Statutes, to the extent applicable. Tenant shall comply with all applicable federal, state, and local laws, in effect from time to time, prohibiting discrimination or segregation by reason of race, color, religion, sex or national origin in the lease or occupancy of use of the Leased Premises.

SECTION 10.08 ENTIRE AGREEMENT

This Agreement incorporates and constitutes the entire agreement between the County and Tenant pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no warranties, representations or other agreements among the parties in connection with the subject matter hereof, except as specifically set forth herein.

SECTION 10.09 AMENDMENTS AND WAIVERS

No amendments, supplement, modification, or waiver of this Agreement shall be binding unless executed in writing by all parties. No waiver of any of the provisions in this Agreement shall be deemed or shall constitute a waiver of any other provision of this Agreement, whether or not similar, unless otherwise expressly provided. Neither the failure or any delay by any party in exercising any right or power under this Agreement nor any course of dealing between the County, on the one hand, and Tenant, on the other hand, will operate as a waiver of such right or power, and no single or partial exercise of any such right or power will preclude any other or further exercise for such right or power or the exercise of any other right or power.

SECTION 10.10 NOTICES

All notices, certificates, or other communication hereunder shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, to the parties at the following addresses:

County: Bay County Board of County Commissioners
840 W. 11th Street
Panama City, FL 32401

Tenant: _____

Either of the parties may, by notice in writing given to the others, designate any further or different addresses to which subsequent notices, certificates, or other communications shall be sent. Any notice shall be deemed given on the date such notice is delivered by hand or facsimile transmission or three (3) days after the date mailed.

SECTION 10.11 BINDING EFFECT

This Agreement shall be binding upon the parties, their respective permitted successors and assigns and shall inure to the benefit of the parties, their respective permitted successors and assigns.

SECTION 10.12 SEVERABILITY

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 10.13 APPLICABLE LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action or proceeding to construe or enforce the provisions of this Agreement shall be in the Circuit Court in and for Bay County, Florida.

SECTION 10.14 ATTORNEY'S FEES

The prevailing party in any litigation brought to enforce any right or remedy under this Agreement shall be entitled to recover reasonable attorney's fees at both trial and appellate levels.

[Space intentionally left blank]

SECTION 10.15 RELATIONSHIP OF THE PARTIES

Nothing in this Agreement shall be construed so as to create the relationship of principal and agent, a partnership, joint venture, or any association whatsoever between the County and Tenant, other than the relation of a landlord to its tenant and licensor to licensee. Nothing herein shall affect or limit the police power of the County to make and enforce its laws.

IN WITNESS WHEREOF, the Board of County Commissioners for Bay County, Florida, has caused this Agreement to be executed and delivered as of the date and year first above written.

**BOARD OF COUNTY COMMISSIONERS
BAY COUNTY FLORIDA**

By: _____
Philip "Griff" Griffiths, Chairman

Attest:

Bill Kinsaul, Clerk of Court

Approved as to form

Office of Bay County Attorney

[WINNING BIDDER]

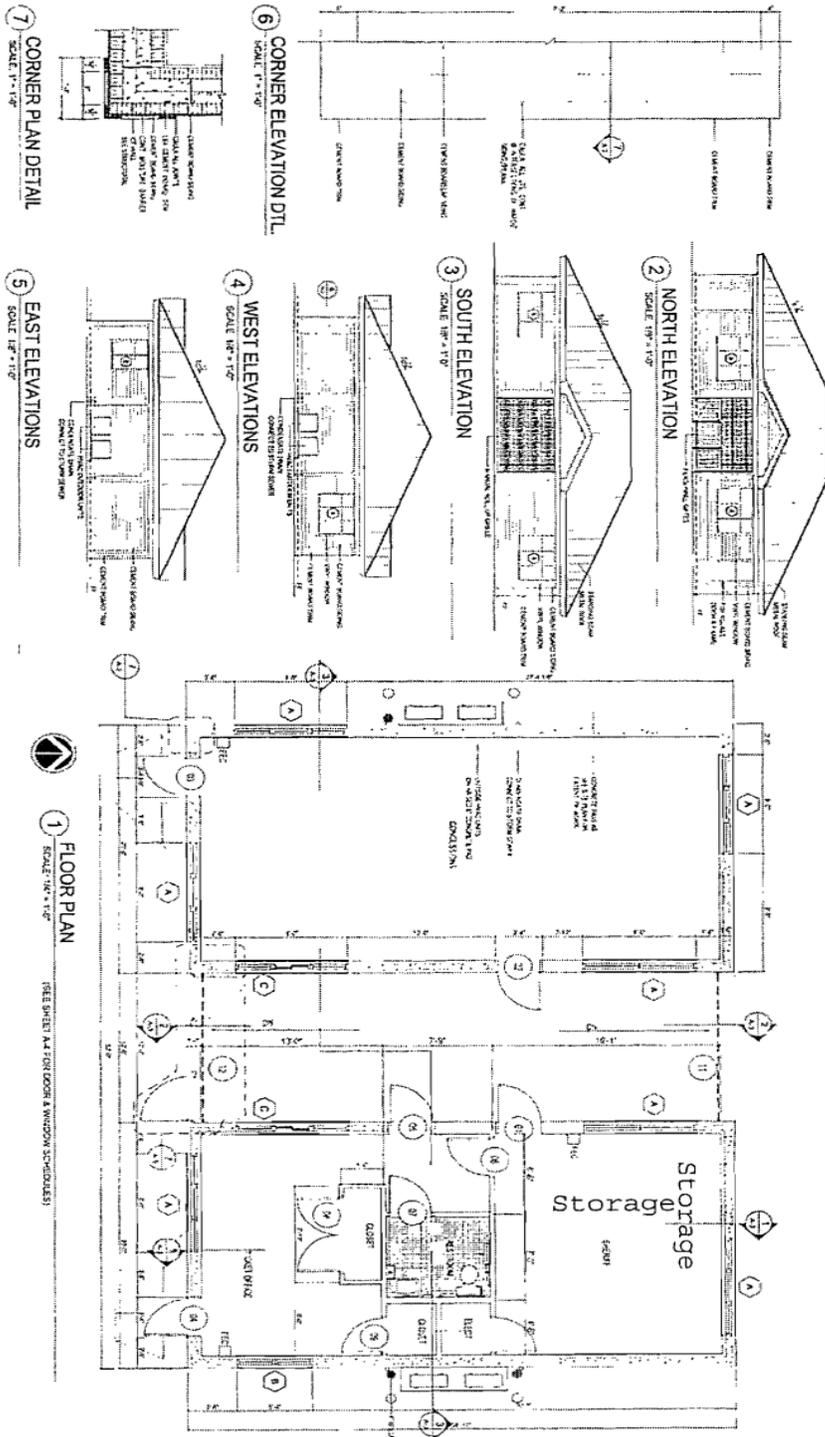
By: _____
[Name and office]

State of Florida
County of Bay

This Contract was acknowledged and subscribed before me the undersigned notary this _____ day of _____, 20__ by _____, as _____ of _____ and with proper authority, and who is personally known by me or produced identification of _____.

Notary Public

EXHIBIT A



FLORIDA PRODUCT APPROVAL NUMBERS

- A. ALUMINUM ROOF PANELS - RETRESH ALUMINUM SOAP CLAD PANELS - F1 2298
- B. FIBERGLASS DOORS - MADONNE FIBERGLASS DOORS - F1 034 2
- C. STORM DOOR/SHUTTERS - CONTRACT PRODUCTS - ORO DOWEL BERMINGHAM PANELS - F1 1034
- D. EXTERIOR SIDING - JAMES T MADONNE PRODUCTS - CLAYTON BOARD SIDING - F1 044 1
- E. VENT WINDOWS - BIRNICO INDUSTRIES - FIBER NON IMPACT WINDOWS - F1 041 1
- F. VENT WINDOWS - BIRNICO INDUSTRIES - SILVER NON IMPACT WINDOWS - F1 0206 1

TOILET ACCESSORIES ABBREVIATIONS KEY AND MOUNTING HEIGHTS

- A - CHAIR DRYER
- B - TOILET PAPER DISPENSER
- C - SANITARY WIPER DISPENSER
- D - CLOAK BENCH (48" x 47")
- E - 61" STL WASHING UP 12"x24"
- F - SOAP DISPENSER

48" TO TOP
 27" TO CENTER GROUP
 27" TO TOP
 33" - 35" TO CENTER
 48" TO BOTTOM
 44" TO BOTTOM

ROOM FINISH SCHEDULE

ROOM NO.	ROOM NAME	FLOOR FINISH	WALLS	CEILING FINISH
001	STORAGE	RESILIENT COMPOSITE	CEILING TILE	CEILING TILE
002	STORAGE	RESILIENT COMPOSITE	CEILING TILE	CEILING TILE
003	STORAGE	RESILIENT COMPOSITE	CEILING TILE	CEILING TILE
004	STORAGE	RESILIENT COMPOSITE	CEILING TILE	CEILING TILE
005	STORAGE	RESILIENT COMPOSITE	CEILING TILE	CEILING TILE
006	STORAGE	RESILIENT COMPOSITE	CEILING TILE	CEILING TILE
007	STORAGE	RESILIENT COMPOSITE	CEILING TILE	CEILING TILE
008	STORAGE	RESILIENT COMPOSITE	CEILING TILE	CEILING TILE
009	STORAGE	RESILIENT COMPOSITE	CEILING TILE	CEILING TILE
010	STORAGE	RESILIENT COMPOSITE	CEILING TILE	CEILING TILE
011	STORAGE	RESILIENT COMPOSITE	CEILING TILE	CEILING TILE
012	STORAGE	RESILIENT COMPOSITE	CEILING TILE	CEILING TILE
013	STORAGE	RESILIENT COMPOSITE	CEILING TILE	CEILING TILE
014	STORAGE	RESILIENT COMPOSITE	CEILING TILE	CEILING TILE
015	STORAGE	RESILIENT COMPOSITE	CEILING TILE	CEILING TILE
016	STORAGE	RESILIENT COMPOSITE	CEILING TILE	CEILING TILE
017	STORAGE	RESILIENT COMPOSITE	CEILING TILE	CEILING TILE
018	STORAGE	RESILIENT COMPOSITE	CEILING TILE	CEILING TILE
019	STORAGE	RESILIENT COMPOSITE	CEILING TILE	CEILING TILE
020	STORAGE	RESILIENT COMPOSITE	CEILING TILE	CEILING TILE

FLOOR PLAN ELEVATIONS

Date: 11/11/11
 Drawn By: [Signature]
 Check By: [Signature]
 Project Number: 1111

A-2

BAY COUNTY PIER CONCESSIONS BUILDING BAY COUNTY, FL

SMMA
 200 W. WASHINGTON AVENUE
 SUITE 200
 TAMPA, FL 33602
 (813) 288-1111
 WWW.SMMA.COM

**EXHIBIT B
BAY COUNTY
INSURANCE REQUIREMENTS**

1. LOSS CONTROL/SAFETY

a. Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees, and property. The Contractor shall be expected to comply with all laws, regulations or ordinances related to safety and health, shall make special effort to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected.

b. The County may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that such stoppage will not shift responsibility for any damages from the Contractor to the County.

2. DRUG FREE WORK PLACE REQUIREMENTS

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

3. INSURANCE - BASIC COVERAGES REQUIRED

a. The Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County, on policies and with insurers acceptable to the County. These insurance requirements shall not limit the liability of the Contractor. All subcontractors are subject to the same coverages and limits as the Contractor. The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

b. Except for workers' compensation and professional liability, the Contractor's insurance policies shall be endorsed to name the County as an additional insured to the extent of the County's interests arising from this agreement, contract, or lease.

c. Except for workers' compensation, the Contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

d. The Contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The Contractor is responsible for the amount of any deductible or self-insured retention.

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

f. **WORKERS' COMPENSATION COVERAGE**

The Contractor shall purchase and maintain workers' compensation insurance for all workers' compensation obligations imposed by state law and employer's liability limits of at least **\$500,000 each accident and \$500,000 each employee/\$500,000 policy limit for disease**. The Contractor shall also purchase any other coverages required by law for the benefit of employees. The Contractor shall provide to the County an Affidavit stating that he meets all the requirements of Florida Statute 440.02(14)(d).

g. **GENERAL, AUTOMOBILE AND EXCESS OR UMBRELLA LIABILITY COVERAGE**

The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial or Comprehensive General Liability and Business Auto policies of the Insurance Services Office. **Minimum limits of \$1,000,000 per occurrence** for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers' compensation Coverage section) and the amount of coverage required.

h. **GENERAL LIABILITY COVERAGE**

Commercial General Liability - Occurrence Form Required
Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement contract or lease, and broad form property damage, and property damage resulting from explosion, collapse or underground (x,c,u) exposures. Coverage B shall include personal injury. Coverage C, medical payments, is not required.

i. **PRODUCTS/COMPLETED OPERATIONS**

The Contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

j. BUSINESS AUTO LIABILITY COVERAGE

Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

k. EXCESS OR UMBRELLA LIABILITY COVERAGE

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages.

l. CERTIFICATES OF INSURANCE

1. Required insurance shall be documented in Certificates of Insurance which provide that the County shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change. The Certificate Holder will be addressed as the BAY COUNTY BOARD OF COMMISSIONERS, 840 W. 11th Street, Panama City, Florida 32401. All certificates, cancellation, nonrenewal or adverse change notices should be mailed to this address. Each Certificate will address the service being rendered to the County by the Contractor. **The County shall be named as an Additional Insured, Primary and Non-Contributory for both General Liability and Business Auto Liability with Waiver of subrogation included with respects to both General Liability and Business Auto.**

2. New Certificates of Insurance are to be provided to the County at least 15 days after coverage renewals.

3. If requested by the County, the Contractor shall furnish complete copies of insurance policies, forms and endorsements.

4. For the Commercial General Liability coverage the Contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of the liability coverage.

m. RECEIPT OF INSUFFICIENT CERTIFICATES

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein.

4. ADDITIONAL INSURANCE

If checked below, the County requires the following additional types of insurance.

Professional Liability/Malpractice/Errors or Omissions Coverage

The Contractor shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of N/A per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later

than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

Property Coverage for Leases

The Contractor shall procure and maintain for the life of the lease, all risk/special perils (including sinkhole) property insurance (or its equivalent) to cover loss resulting from damage to or destruction of the building and personal property/contents. The policy shall cover 100% replacement cost, and shall include an agreed value endorsement to waive coinsurance.

Commercial General Liability Increased General Aggregate Limit (or separate aggregate)

Because the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit of \$1,000,000.00 is required by the County for this agreement or contract.

Liquor Liability

In anticipation of alcohol being served, the Contractor shall provide evidence of coverage for liquor liability in an amount equal to the general/umbrella/excess liability coverage. If the general liability insurance covers liquor liability (e.g. host or other coverage), the Contractor's agent or insurer should provide written documentation to confirm that coverage already applies to this agreement, contract or lease. If needed coverage is not included in the general/umbrella excess liability policy(ies), the policy(ies) must be endorsed to extend coverage for liquor liability, or a separate policy must be purchased to provide liquor liability coverage in the amount required.

Owners Protective Liability Coverage

For renovation or construction contracts the Contractor shall provide for the County an owners protective liability insurance policy (preferably through the Contractor's insurer) in the name of the County. This is redundant coverage if the County is named as an additional insured in the Contractor's Commercial General Liability insurance policy. However, this separate policy may be the only source of coverage if the Contractor's liability coverage limit is used up by other claims.

Builders Risk Coverage

Builders Risk insurance is to be purchased to cover subject property for all risks of loss (including theft and sinkhole), subject to a waiver of coinsurance, and covering off-site storage, transit and installation risks as indicated in the Installation Floater and Motor Truck Cargo insurance described hereafter, if such coverages are not separately provided. If flood and/or earthquake risks exist, flood and earthquake insurance are to be purchased. If there is loss of income, extra expense and/or expediting expense

exposure, such coverage is to be purchased. If boiler and machinery risks are involved, boiler and machinery insurance, including coverage for testing, is to be purchased.

The Builders Risk insurance is to be endorsed to cover the interests of all parties, including the County and all contractors and subcontractors. The insurance is to be endorsed to grant permission to occupy.

Installation Floater Coverage

Installation Floater insurance is to be purchased when Builder's Risk insurance is inappropriate, or when Builder's Risk insurance will not respond, to cover damage or destruction to renovations, repairs or equipment being installed or otherwise being handled or stored by the Contractor, including off-site storage, transit and installation.

The amount of coverage should be adequate to provide full replacement value of the property, repairs, additions or equipment being installed, otherwise being handled or stored on or off premises. All risks coverage is preferred.

Motor Truck Cargo Coverage

If the Installation Floater insurance does not provide transportation coverage, separate Motor Truck Cargo or Transportation insurance is to be provided for materials or equipment transported in the Contractor's vehicles from place of receipt to building sites or other storage sites. All risks coverage is preferred.

Contractor's Equipment Coverage

Contractor's Equipment insurance is to be purchased to cover loss of equipment and machinery utilized in the performance of work by the Contractor. All risks coverage is preferred. The contract may declare self-insurance for contractor equipment.

Fidelity/Dishonesty/Liability Coverage – Third Party

Fidelity/Dishonesty/Liability insurance is to be purchased or extended to cover dishonest acts of the Other Party's employees resulting in a loss to decedent, i.e. theft of valuables.

Fidelity/Dishonesty Coverage for Employer (Contractor)

Fidelity/Dishonesty insurance is to be purchased to cover dishonest acts of the Contractor's employees, including but not limited to theft of vehicles, materials, supplies, equipment, tools, etc., especially property necessary to work performed.

Fidelity/Dishonesty/Liability Coverage for County

Fidelity/Dishonesty/Liability insurance is to be purchased or extended to cover dishonest acts of the Contractor's employees resulting in loss to the County.

Electronic Data Liability Insurance

The Other Party shall purchase Electronic Data Liability with limits of N/A

Garage Liability Coverage

Garage Liability insurance is to be purchased to cover the Contractor and its employees for its garage and related operations while in the care, custody and control of the County's vehicles.

Garage Keepers Coverage (Legal Liability Form)

Garage Keepers Liability insurance is to be purchased to cover damage or other loss, including comprehensive and collision risks, to the County's vehicles while in the care, custody and control of the Contractor. This form of coverage responds on a legal liability basis, and without regard to legal liability on an excess basis over any other collectible insurance.

Damage to Premises Rented/Leased to you- (Legal Liability Form)

Provide property coverage for leased premises due to liability incurred because the insured's negligence results in fire or explosion. Specified limit of liability required.

Watercraft Liability Coverage

Because the Contractor's provision of services involves utilization of watercraft, watercraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any watercraft, including owned, non-owned and hired.

Coverage may be provided in the form of an endorsement to the general liability policy, or in the form of a separate policy coverage Watercraft Liability or Protection and Indemnity.

Aircraft Liability Coverage

Because the Contractor's provision of services involves utilization of aircraft, aircraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any aircraft, including owned, non-owned and hired.

The minimum limits of coverage shall be N/A per occurrence, Combined Single Limits for Bodily Injury (including passenger liability) and Property Damage.

Pollution Legal Liability Coverage N/A

Pollution legal liability insurance is to be purchased to cover pollution and/or environmental legal liability which may arise from this agreement or contract.

United States Longshoremen and Harbor workers Act Coverage

The Workers Compensation policy is to be endorsed to include United States Longshoremen and Harbor workers Act Coverage for exposures which may arise from this agreement or contract.

Jones Act Coverage

The Workers Compensation policy is to be endorsed to include Jones Act Coverage for exposures which may arise from this agreement or contract.