



NORTHWEST FLORIDA BEACHES INTERNATIONAL AIRPORT

NORTHWEST FLORIDA BEACHES INTERNATIONAL AIRPORT PANAMA CITY – BAY COUNTY AIRPORT AND INDUSTRIAL DISTRICT GENERAL FORM OF CONTRACT

Contractor: Rosenbauer Minnesota, LLC
Address: 5181 260 Street, Wyoming, MN 55092
Contact: Duane Kann
Telephone Number(s): 612-910-6388
Email: dkann@rosenbaueramerica.com

Contract Title: 1,500 Gallon ARFF Vehicle
Work Location: Northwest Florida Beaches International Airport
Owner: Panama City – Bay County Airport and Industrial District
Address: 6300 West Bay Parkway, Suite A
Panama City Beach, FL 32409
Telephone Number: (850) 636-8950

This equipment contract (hereinafter the “Contract”) is effective as of the 2nd day of October, 2020 between Owner and the above named Contractor who hereby agree that all Work specified below shall be performed by the Contractor in accordance with all provisions of this Contract, consisting of the following Project Documents:

1. This General Form of Contract and duly entered written modifications issued after execution of this Contract, including but not limited to duly issued Change Notices/Orders.
2. Contractor’s submitted Bid Proposal, including but not limited to Exhibit “A” (proposal and pricing information), Exhibit “B” (Public Entity Crimes Statement), and Exhibit “C” (Non-Collusion Affidavit)
3. Exhibit “A” – Invitation to Bid
4. Exhibit “B” - Scope of Work and Procurement Specification
5. Purchase Order – Signed Purchase Order #16814 dated 10/2/2020.

Contractor shall commence the Work within ten (10) calendar days after the Notice to Proceed is issued by the Owner, which shall be issued within ninety (30) calendar days (or such longer period of time the Owner and Contractor may mutually agree to in

writing) of the execution of this Contract, Owner shall issue a Notice to Proceed to Contractor.

The Owner's issuance of the Notice to Proceed is expressly conditioned upon the satisfaction of the following condition precedents:

1. A Project Schedule for the Work has been delivered and is acceptable to the Owner.

Owner shall determine, in its sole discretion, whether these condition precedents have been satisfied, shall be final and binding on the Contractor. Should Owner determine that all such condition precedents have not been satisfied (or otherwise waived in writing by Owner, in its sole discretion), then Owner may send Contractor written notice that Owner has elected to terminate this Contract, in which event this Contract shall automatically be terminated and neither party shall have any further liability or obligation hereunder whatsoever to the other party. In the event of any such termination prior to issuance of the Notice to Proceed, Contractor acknowledges and agrees that it shall not be entitled to and Owner shall not be liable for any payments to Contractor arising out of or relating to this Contract.

Work to Be Performed: Except as specified elsewhere in the contract, Contractor shall furnish all plant; labor; materials; tools; supplies; equipment; transportation; supervision; safety; technical; professional; and other services; and shall perform all operations necessary and required to satisfactorily accomplish the Work all strictly in accordance with all requirements of the Bid and Project Documents.

Schedule: The Work shall be performed and completed by the last quarter of calendar year 2021 unless otherwise approved by Owner.

Compensation: As full consideration for the satisfactory performance by Contractor of this Contract, Owner shall pay to Contractor compensation in accordance with the prices set forth in Contractor's "Bid Proposal, Exhibit A" and the payment provisions of the Project Documents.

Payment Procedures: The successful Bidder may be required as a pre-requisite of the Notice to Proceed to provide the Owner a "Schedule of Values," a statement allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing "Contractor's Application for Payment." Only a Contractor's Application for Payment that corresponds directly with the "Schedule of Values" approved by the Owner or its representative will be acceptable for payment consideration.

The Contractor shall submit three (3) signed and notarized original copies of each Application of Payment (Invoice) for Work completed and/or stored to date along with waivers of lien, schedule updates and other pertinent information. The Owner's Representative will review the Application for Payment, evaluate the status of the Work

and recommend the amount to be authorized for payment less 10% retained by the Owner until the project is complete.

The amount authorized for payment will be made to the Contractor by the Owner within thirty (30) days of the date of the Application of Payment. Retained amounts shall be released to the Contractor within thirty (30) calendar days of final acceptance of the Work by the Owner or its representative.

This Contract embodies the entire agreement between Owner and Contractor and supersedes all other writings. The parties shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding not set forth herein.

OWNER
Panama City – Bay County Airport
& Industrial District

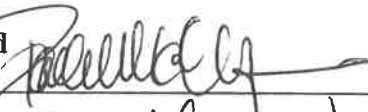
CONTRACTOR
Rosenbauer Minnesota, LLC.

By:

By:

Authorized
Signature:

Print Name:


P.W. McCreary

Authorized
Signature:

Print Name: Christian Kleebauer

