



**Grand Panama Beach Resort Board of Directors Meeting**  
**Thursday, March 19, 2026**  
**5:00pm CST**





# TABLE OF CONTENTS

<b>COVER PAGE .....</b>	<b>1</b>
Table of Contents .....	2
AGENDA .....	3
02.19.2026 Minutes .....	4-6
Exterior Repairs - Contractor Bids.....	7-28
Tower I Generator - 5 year Warranty .....	29
ProComm Solutions Contract.....	30-34
Treasury Bill Maturity .....	35
Bulk Trash Proposal . .....	36,37
Fire Panel Replacement . .....	38-56



NOTICE IS HEREBY GIVEN that a meeting of the Board of Directors of Grand Panama Beach Resort will be held on the following date, time, and location:

Date: Thursday, March 19, 2026 // Time: 5:00pm CST // Location: 11800 Front Beach Rd. Panama City Beach, FL 32407, Tower II Conference Room

Join Zoom Meeting: <https://us06web.zoom.us/j/82380691200?pwd=VzQhksjyTAMeIHeabrm1karo9wVIPM.1>

Meeting ID: **823 8069 1200** // Passcode: **312168**

---

### AGENDA

- A. CALL TO ORDER
- B. ESTABLISH QUORUM
- C. PROOF OF NOTICE
- D. APPROVAL OF PRIOR MINUTES; 02.19.2026
- E. REPORT OF OFFICERS
- F. MANAGER REPORT
- G. OLD BUSINESS
  - a. Exterior Repairs – Contractor Approval
  - b. Generator – 5-year extended warranty
- H. NEW BUSINESS
  - a. ProComm Solutions Contract Renewal
  - b. Treasury Bill Maturity
  - c. Bulk Trash Proposal
  - d. Fire Panel Replacement
- I. OWNER COMMENTS
- J. ADJOURNMENT

ON MARCH 16, 2026, THE NOTICE OF THE GRAND PANAMA BEACH RESORT BOARD OF DIRECTORS MEETING WAS POSTED AT TOWER I AND TOWER II COMMUNICATION BOARDS IN ACCORDANCE WITH FLORIDA STATUTE 718. // Submitted by: Lindsay Williams, CAM

*Owners desiring to address the Board regarding any agenda item will be given 3 minutes at the beginning of each agenda item.*



Grand Panama Beach Resort  
Condominium Association, INC.

Board of Directors Meeting

Thursday, February 19, 2026, 5:00pm CST  
11800 Front Beach Rd | Panama City Beach, FL 32407

MINUTES

Board Members Present (in person):

Henry "Darrell" Caudill – Secretary  
Louis "Brad" Coleman – President  
William "Ron" Kibble – Director  
Phil Brogan - Treasurer

Board Members' Present (VIA ZOOM):

James Eagleson – Vice President  
Charles "Chuck" Knoll – Director  
Gary Middleton - Director

FirstService Residential:

Lindsay Williams, Association Manager

Homeowners' Present (in person): 7

Homeowners' Present (VIA ZOOM):

CALL TO ORDER

Mrs. Williams called the meeting to order at 5:05pm CST.

QUORUM

Mrs. Williams stated a quorum was established with all of the seven of the Board members present.

## PROOF OF NOTICE

Mrs. Williams did post notice on February 16, 2026, at Tower I and Tower II community message boards, as well as sent out a community wide email on February 16, 2026, to inform the owners about the meeting.

## APPROVAL OF PRIOR MINUTES: 12.11.2025

Mr. Caudill made a motion to approve the minutes of 12.11.2025 as written. Mr. Kibble seconded the motion. The motion carried unanimously.

## OLD BUSINESS

### Commercial Space Parking

Additional space was needed for the restaurant and the commercial businesses. The motion was made to change the spots next to Sunsatations and the two spots facing the road as you pull out from the parking garage to the South into all commercial spaces for their use only. In addition, the loading/unloading spot next to the newly added restaurant walk-in cooler will also be designated for the Restaurant use only. Mr. Kibble made a motion to approve the parking assignments. Mr. Brogan seconded the motion, and the motion passed unanimously.

### Tower I Generator

Tower I Generator needs to be replaced, and the board was provided with three estimates for its replacement. Mr. Kibble made a motion to approve estimate 4639 from ESP Generators in the amount of \$127,785.68. Mr. Brogan seconded the motion, and the motion passed unanimously.

### Exterior Bid Choice

The board will need to interview two of the contractors to discuss timelines, pricing, etc. before making the final decision. This is tabled until the March meeting.

## NEW BUSINESS

### Staffing Plan Approval

The board would like a staffing plan in place for the season. I have attached it as Exhibit A for brevity. Mr. Coleman made a motion to approve the proposed staffing plan as written. Mr. Kibble seconded the motion, and the motion carried unanimously.

### Foreclosures

There are two units that Burg would like to have approval from the board to move forward with the foreclosure proceedings. Mr. Caudill made a motion to approve the foreclosure proceedings for the two owners that Burg has identified. Mr. Eagleson seconded the motion, and the motion carried unanimously.

### Preventative Maintenance Agreement

There was various preventive maintenance agreements provided to the board, but all of them had varying degrees of different scopes of work. Due to the need to have cohesion in all the bids Mr. Kibble made a motion to specify the work for each vendor so that they can be the same and table the agenda item until that can be provided. Mr. Coleman seconded the motion, and the motion carried unanimously.

### Reserve Transfer

There are funds that need to be taken from the Operating account and moved into the Reserve account due to Maxet not moving the money over in 2025. Mrs. Williams made a recommendation to move some of the remaining balance of funds from the end of January. Mr. Brogan made a motion to wait until more income is brought in from rentals before we move money from Operating. Mr. Knoll seconded the motion, and the motion carried unanimously.

### Board Meeting Schedule

Mr. Coleman created the annual board meeting schedule with board members required to submit requests for agenda items to be submitted one week prior to the meeting so that documents can be collected prior to the board packet being submitted. See Exhibit B for details of the schedule and requirements for board meetings. Mr. Coleman made a motion to approve the schedule as written. Mr. Middleton seconded the motion, and the motion carried unanimously.

### ADJOURNMENT

With no further business to come before the board, Mr. Knoll made a motion to adjourn the meeting at 6:38pm CST. The motion was seconded by Mr. Kibble. All were in favor, and the motion carried unanimously.

Presented by: FirstService Residential  
Lindsay Williams,  
Association Manager



**GRAND PANAMA BEACH RESORT  
COLUMN AND SKYBRIDGE RESTORATION 2026  
SECTION 00300 - BID PROPOSAL FORM**

**1.00 GENERAL**

1.01 The undersigned BIDDER agrees, if this Bid is accepted, to enter into an agreement with the OWNER, in the form stipulated in the Bidding Documents, to perform and furnish the work pursuant to the Bidding Documents for the bid price and within the bid times indicated in this Bid and pursuant to the other terms and conditions of the Contract Documents.

A. The bid price and other prices, as indicated in this bid, shall include the total price for overhead and profit, labor, equipment, all taxes, insurance, permits, and incidentals required to perform the work.

1.02 In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

A. This Bid will remain subject to acceptance for sixty (60) calendar days after the day of bid opening.

B. The Owner has the right to accept or reject this Bid for a period of sixty (60) calendar days after the day of Bid opening.

C. BIDDER will sign and submit the Agreement with the performance and payment bond, and other documents stated in the Bidding Requirements within seven (7) days after the date of OWNER'S Notice of Award and the Contract has been executed.

D. BIDDER has examined copies of all Bidding Documents.

E. BIDDER has visited the site and become familiar with the general, local, and site conditions.

F. BIDDER is familiar with federal, state, and local laws and regulations.

G. The successful BIDDER shall be required to attend the pre-construction conference, at which time all submittals required by the Contract Documents shall be presented and reviewed for approval.

H. BIDDER has received the following Addenda receipt of which is hereby acknowledged:

DATE	NUMBER
<u>1/12/26</u>	<u>1</u>
<u>1/13/26</u>	<u>2</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

1.03 Questions regarding the Bidding Documents shall be directed in writing to BECI:

Attention: Mr. Gordon Porter, REWO  
Email: [gporter@be-ci.com](mailto:gporter@be-ci.com)

Copy: BECI Design Department  
Email: [design@be-ci.com](mailto:design@be-ci.com)

**GRAND PANAMA BEACH RESORT  
COLUMN AND SKYBRIDGE RESTORATION 2026  
SECTION 00300 - BID PROPOSAL FORM**

1.04 Questions regarding the Bidding Documents may not be answered if received less than 48 hours prior to time and date established for receipt of bids.

**2.00 SCOPE OF WORK**

- A. BIDDER will complete the work for the Base Bid described herein pursuant to the Contract Documents for the LUMP SUM BID PRICE stipulated herein. BIDDER must also submit a price for the unit costs as well. The quantity allowance indicated for certain work activity, where an allowance is referenced below, will be audited as the work progresses and the Contract will be adjusted up or down based on the actual quantity used and its corresponding unit cost pricing. Quantities enumerated are not allowances and must be verified by the Bidder for accuracy and correctness.
- B. Provide all permits, licenses, and fees including, but not limited to, permit fees, licensing fees, and plan review fees, as well as compliance with all regulatory ordinances and inspections that are required to perform proposed work.
- C. Provide all necessary insurance including Florida Workman's Compensation and general liability insurance. List the **Owner and Engineer** as an additional insured party to the policy with a 30-day notice of any changes or cancellations to the policy.
- D. Provide all safety barriers and enforce all OSHA rules concerning construction and project safety. Provide all tools and equipment (i.e. cranes, material hoist and scaffolding) required to properly perform the work. Protect surrounding areas and existing areas within the property not included in construction along with daily cleanup of all debris.
- E. Contractors are responsible for surveying all surrounding work areas and reporting any pre-existing damage to the Owner in writing prior to commencing work. Provide all selective demolition as outlined in Section 01732 of the Technical Specifications.
- F. **Contractor shall be responsible for providing a weather tight seal at all openings at the end of each workday, as well as during all inclement weather, without exception.** Any damage caused as a result of the Contractor's failure to seal the openings shall be corrected to its original condition by the Contractor at no additional charge to Owner.
- G. Contractor shall be responsible for using reasonable efforts to protect the existing landscaping. Where landscaping interferes with Work of the Contract, Contractor shall notify Owner prior to commencing work. Owner shall be responsible for having landscaping trimmed and removed as necessary to perform the scope of work. *NOTE: Owner's approval is required prior to the removal of any existing landscaping.*
- H. Contractor shall be responsible for protection of property, including all areas on-site, during the course of work. All damage caused by Contractor shall be repaired by Contractor, at his or her expense, to its original condition to the complete satisfaction of the Engineer and Owner
- I. **The Owner shall also be responsible for the following items during construction; however, these items in no way relieve the Contractor from their responsibility to protect the building components.** (1) The Owner shall be responsible for providing a laydown and staging area for the Contractor to place and store equipment and materials on-site. (2) Owner shall be responsible for removing all furniture from private balconies prior to work starting on the

**GRAND PANAMA BEACH RESORT  
COLUMN AND SKYBRIDGE RESTORATION 2026  
SECTION 00300 - BID PROPOSAL FORM**

balcony. If furniture is not removed, Contractor shall be responsible for covering furniture with a drop cloth, however the Contractor shall not be held responsible for damages to furniture not removed.

- J. Upon completion of the work, the Contractor is to clean and remove all equipment, materials, and trash from the entire property. The Contractor shall, at no additional cost to the Owner, restore any damage to sod, shrubs, or pavement caused by the Contractor, to the complete satisfaction of the Engineer and Owner.

**2.01 BASE BID NO. 1: COLUMN RESTORATION**

The following is a breakdown of the scope of work pertaining to the exterior restoration at the columns of the Stack 01 and Stack 09 private balconies at Tower 01 and Stacks 07 and 08 at Tower 02. The column restoration project shall include the following:

- a. Removal of existing stucco cladding and sheathing down to the existing light gauge metal framing at the columns of Stack 01 and Stack 09 private balconies at Tower 01 and Stacks 07 and 08 at Tower 02.
- b. Removal and replacement of corroded light gauge metal framing to match the existing configuration at the columns of Stack 01 and Stack 09 private balconies at Tower 01 and Stacks 07 and 08 at Tower 02.
- c. Installation of new glass-faced exterior-grade gypsum sheathing at the columns of Stack 01 and Stack 09 private balconies at Tower 01 and Stacks 07 and 08 at Tower 02.
- d. Application of new fluid-applied weather resistive barrier (WRB) over new sheathing at the columns of Stack 01 and Stack 09 private balconies at Tower 01 and Stacks 07 and 08 at Tower 02.
- e. Installation of new drainable EIFS cladding with high-impact reinforcing mesh at the columns of Stack 01 and Stack 09 private balconies at Tower 01 and Stacks 07 and 08 at Tower 02.
- f. Application of new acrylic coatings at vertical surfaces of the new clad columns.

**Table 1 - Allowances**

<b>Quantity Allowance (Base Bid No. 1)</b>	<b>Quantity</b>	<b>Type</b>
1. Remove and Replace Deteriorated Light Gauge Metal Framing	6,000	LF
2. Prepare and Treat Corroded Light Gauge Metal Framing	8,000	LF

**GRAND PANAMA BEACH RESORT  
COLUMN AND SKYBRIDGE RESTORATION 2026  
SECTION 00300 - BID PROPOSAL FORM**

**Scope Item 2.01.1 - Tower 01 and 02 Column Restoration**

- A. Contractor shall be responsible for using reasonable efforts to protect the existing landscaping. Where landscaping interferes with the Work of the Contract, Contractor shall notify Owner prior to commencing work. Owner shall be responsible for having landscaping trimmed and/or removed as necessary to perform the Scope of Work.
- B. Contractor shall be responsible for protection of property, including all areas on site, during the course of Work. All damage caused by the Contractor shall be repaired by the Contractor, at their expense, to its original condition to the complete satisfaction of the Engineer and Owner.
- g. Contractor shall remove all existing stucco at the columns of Stack 01 and Stack 09 at the South Elevation private balconies at Tower 01 and Stacks 07 and 08 at Tower 02 down to the existing light gauge metal framing. Contractor shall survey the existing light gauge metal framing and report, in writing, any deterioration and/or corrosion to the Engineer. Contractor shall wire wheel all corrosion until bright steel is observed and shall treat with CorrVerter MCI rust primer. Contractor shall also remove and replace all deteriorated/corroded light gauge metal framing exhibiting section loss, as directed by the Engineer. Reference Table 1 for allowances.
- C. Once all framing repairs have been completed at the Stack 01, 07, 08 and 09 columns, Contractor shall install new 5/8" glass-faced exterior-grade gypsum sheathing, in accordance with Technical Specification Section 06160 and BECI's Drawings and Details. Contractor shall also apply new fluid-applied weather resistive barrier (WRB) at all columns, in accordance with Technical Specification Section 07270. Contractor shall ensure all board joints and fastener penetrations are properly treated, in accordance with the manufacturer's installation instructions, prior to installation of the new fluid-applied WRB.
- D. Once fluid-applied WRB has been allowed to adequately cure, Contractor shall install new EIFS cladding with high-impact reinforcing mesh and drain screen at the columns, in accordance with Technical Specification Section 07240 and BECI's Drawings and Details. Contractor shall apply EIFS finish texture to match the existing aesthetic as closely as possible. Texture shall be applied at a single column and shall serve as a mock-up for the duration of the project. Texture shall be subject to Owner approval.
- E. Once all new drainable EIFS cladding has been installed at the columns, Contractor shall apply one (1) coat of primer, one (1) coat of high-build acrylic coating, and one (1) coat of self-cleaning acrylic coating over the new drainable EIFS finish, in accordance with Technical Specification Section 09910. Contractor shall provide a coating mock-up at a single column. Color to match the existing and shall be subject to Owner approval.

**SUBTOTAL BID OF \$ 587,170.00** for Base Bid No. 1;  
**Five Hundred Eighty Seven Thousand One Hundred Seventy AND 00 /100 Dollars**

**GRAND PANAMA BEACH RESORT  
COLUMN AND SKYBRIDGE RESTORATION 2026  
SECTION 00300 - BID PROPOSAL FORM**

**2.02 BASE BID NO. 2: SKYBRIDGE RESTORATION**

The following is a breakdown of the scope of work pertaining to the skybridge restoration. The skybridge restoration project shall include the following:

- a. Preparation of the existing steel framing members and corrugated metal ceiling at the skybridge.
- b. Application of high-performance marine-grade coating at all steel framing members, corrugated metal ceiling, and exterior corrugated steel over head surfaces.
- ~~c. Removal of existing headwall flashings at the North and South ends of the skybridge roof.~~
- d. Integration of existing roofing underlayment at the adjacent vertical surfaces.
- ~~e. Installation of new pre-finished .032" aluminum headwall flashings.~~

**Table 2 - Allowances**

<b>Quantity Allowance (Base Bid No. 2)</b>	<b>Quantity</b>	<b>Type</b>
1. Remove and Replace Corroded Steel "L" Framing At Windows	250	LF
2. Partial Depth Concrete Repairs	100	SF

**Scope Item 2.02.1 - Skybridge Restoration**

- A. Contractor shall be responsible for using reasonable efforts to protect the existing landscaping. Where landscaping interferes with the Work of the Contract, Contractor shall notify Owner prior to commencing work. Owner shall be responsible for having landscaping trimmed and/or removed as necessary to perform the Scope of Work.
- B. Contractor shall be responsible for protection of property, including all areas on site, during the course of Work. All damage caused by the Contractor shall be repaired by the Contractor, at their expense, to its original condition to the complete satisfaction of the Engineer and Owner.
- C. At the parking garage immediately adjacent to the skybridge connections, Contractor shall also perform vertical partial depth concrete repairs, as required by the Engineer. Contractor shall square-cut the edge of repair areas to eliminate feather edges and provide a keyed area of the repair. Where partial-depth patching is required, Contractor is required to take additional precautions to avoid breaking through or fracturing the concrete below the partial depth repair. Contractor is to use special care when removing unsound concrete from around reinforcing steel and embedded anchorages, to prevent the loss of bond in the remaining sound concrete. Reference Table 02 for allowances. **If any shoring is necessary, this would be an extra expense**

**GRAND PANAMA BEACH RESORT  
COLUMN AND SKYBRIDGE RESTORATION 2026  
SECTION 00300 - BID PROPOSAL FORM**

- D. Contractor shall mechanically remove all existing direct-to-metal coatings at the skybridge interior and exterior down to bright steel, in accordance with manufacturer's recommendations. Once coatings have been removed, Contractor shall survey the existing steel "L" angle at the skybridge windows and shall report, in writing, to the Engineer any areas of corroded steel "L" angle exhibiting section loss. Contractor shall then remove and replace any areas of corroded steel "L" angle with like in-kind materials, as directed by Engineer. New steel shall be welded into place and prepared to receive new coatings to match the adjacent surfaces. Reference Table 2 for allowances.
- E. Once all steel repairs have been completed, Contractor shall then apply one (1) coat of the Tnemec Series 90-97 Tnemec-Zinc primer, two (2) coats of Tnemec Series 66 Hi Build Epoxoline Intermediate Coat, and one (1) of Tnemec 1070 Flouronar Finish Coating at all vertical and overhead steel surfaces at the interior and exterior of the skybridge, in accordance with the manufacturer's installation instructions. Color to match the existing as closely as possible and is subject to Owner approval, prior to the application of coatings.
- F. Contractor shall also install appropriately sized closed-cell foam backer rod and sealant at all interior and exterior window perimeters. Sealant color shall match the new high-performance marine-grade coating color as closely as possible and shall be subject to Owner approval.
- ~~G. At the skybridge roof, Contractor shall also remove the existing headwall flashings at the North and South ends of the skybridge down to the existing roofing underlayment and substrate at adjacent walls. Contractor shall install new high temperature self-adhered underlayment over the existing underlayment and shall turn vertically at the headwall condition and shall shingle existing WRB over the newly installed high temperature self-adhered underlayment.~~
- ~~H. Once underlayment has been integrated, Contractor shall then install new pre-finished .032" aluminum headwall flashings to match the existing configuration, in accordance with Technical Specification Section 07620 and BECI's Drawings and Details. Contractor shall repair stucco cladding at the repair area to match the existing configuration and aesthetic as closely as possible.~~

**SUBTOTAL BID OF \$ 322,100.00** **for Base Bid No. 2;**  
**Three Hundred Twenty Two Thousand One Hundred** **AND 00 /100 Dollars**



**GRAND PANAMA BEACH RESORT  
COLUMN AND SKYBRIDGE RESTORATION 2026  
SECTION 00300 - BID PROPOSAL FORM**

**3.05 UNIT COST NO. 5: TIME AND MATERIAL**

Quote the amount to add for time and material work that may not be covered under the Previous Base Bid, Alternates, or Unit Costs. Provide an hourly rate for both an unskilled and skilled worker. Also provide a contractor mark-up for overhead, management, and profit. All material will be based on actual cost provided by proper documentation. All receipts must indicate delivery site, and date.

**Add the Sum of:**

**For Skilled Labor**

\$       78      . 00 /Hour

**For Unskilled Labor**

\$       65      . 00 /Hour

**Contractor Mark-up**

      20      . 00 /Percent

**4.00 TIME OF COMPLETION**

**4.01** BIDDER agrees that, upon receipt of the Notice to Proceed, the Work will be substantially complete and ready for final payment pursuant to the Conditions of the Contract on or before the dates or within the number of **calendar** days indicated in the Agreement.

**4.02** For Base Bid No. 1       170       DAYS

*These would run concurrently We can separate the Skybridge into its own project to start this winter/spring, then do the columns in the fall if that is an option for the facility*

**4.03** For Base Bid No. 2       60       DAYS

**4.04** Date BIDDER can proceed with a Full Crew and equipment to commence mobilization February 2026 DATE.

**4.05** Date BIDDER can procure all necessary materials on-site with a Full Crew and equipment to commence installation Februrary 2026 DATE.

**4.06** Should substantial completion of the Work NOT be complete on or before the dates or within the number of **calendar** days indicated in the Agreement, penalties in the sum of five hundred dollars (\$500.00) per CALENDAR day which is not complete will be assessed for each calendar day past the substantial completion date indicated by the Agreement and applied against the payment of invoices.

**4.07** Time is of the essence - Bidder acknowledges that, if awarded the Contract, the work must be performed within the time limit as specified herein.

**5.00 PAYMENT AND PERFORMANCE BONDS**

**5.01** BIDDER agrees to furnish a Performance Bond with a Labor and Material Payment Bond covering the full Contract Price, pursuant to the Contract Documents, for an additional amount equal to:

Percentage of Contract Price:       1.75%      

**6.00 ACCEPTANCE**





Date: 1/15/2025

**GRAND PANAMA BEACH RESORT OWNER'S ASSOCIATION, INC.**  
**LINDSAY WILLIAMS, CAM**  
11807 FRONT BEACH ROAD  
PANAMA CITY BEACH, FL 32407  
Lindsay.williams@fsresidential.com

**Re: COLUMN AND SKYBRIDGE RESTORATION 2026**

**General Clarifications:**

1. Excludes bonds.
2. Owner to supply water from the existing building for contractors' use.
3. Owner to provide a laydown spot onsite for material and equipment for the duration of the project.
4. Ownership to provide onsite parking for SWS personnel at no cost to SWS.
5. Regular working hours (M-S: 8:00 AM-5:00 PM) have been budgeted for this proposal.
6. Excludes all labor/workmanship warranties beyond SWS' standard 2-year warranty.
7. We have included one mobilization for each base bid on this project, any additional mobilizations will result in additional charges.
8. All shop drawings, mockups, submittals, and color selections are to be made prior to official work start.
9. This proposal is valid for 60 days from the above date.
10. This proposal does not include any interior repairs, including nail pop repairs, that may result from the removal of stucco at the flat wall areas of the North Tower.
11. SWS assumes that light-gauge metal framing replacement, where required, is limited to full-length member replacement.
12. SWS has based its proposal on the details provided in the bid documents. No vertical flashings at wall interface conditions are included in this proposal.
13. **Alternate – Coating System Substitution:**  
Upon approval, substitution of StoColor Lotusan Finish for the specified acrylic coating system will result in a credit of **\$25,000.00** to the contract value.

Should you have questions regarding this proposal or need additional information my direct line and email are listed below.

Thank you for the opportunity to provide pricing on this project.

Lee Cope  
Vice President  
Direct Line: 770.932.7718 Ext. 5117  
E-mail: [Lcope@southernwall.com](mailto:Lcope@southernwall.com)

Mark Romsey  
Estimator  
Direct Line: 850-499-0354  
E-mail: [mromsey@southernwall.com](mailto:mromsey@southernwall.com)

ATLANTA  
550 Satellite Blvd NE, Suite 200  
Suwanee, GA 30024  
770/932-7718

CHARLESTON  
4900 O'Hear Ave, Suite 100  
Charleston, SC 29405  
770/932-7718

DESTIN  
178 N Geronimo St  
Miramar, FL 32550  
850/831-8610

HOUSTON  
19662 Airport Parkway  
Conroe, TX 77303  
936/537-7718

NASHVILLE  
15 Keith Street  
Nashville, TN 37210  
615/750-3189

## RESTORATION

# SERVICES WE PROVIDE:

### FAÇADE RESTORATION

- Facade Cleaning/Sealing
- Water Leakage Repairs
- Historic Preservation
- EIFS
- Stucco | Plaster
- Masonry
- Adhered Stone and Stone Veneer
- Metal Panels
- Fiber Cement Panels/Siding
- Windows/Glass
- Elastomeric Coatings
- Painting, Sealants and Caulking
- Expansion Joint Systems

### CONCRETE RESTORATION

- Crack Repair and Sealing
- Epoxy injection
- Delamination and Spall Repair
- Strengthening-Carbon Fiber
- Concrete Placement
- Polyurethane Grout Injection
- Vehicular and Pedestrian Traffic Membrane Coatings
- Slope Repair
- Plaza Deck and Pavers

### WATERPROOFING

- Testing - Evaluation
- Joint Sealants and Caulking
- Expansion Joint Systems
- Below Grade Waterproofing
- Balcony and Plaza Deck Waterproofing



ATLANTA  
550 Satellite Blvd NE, Suite 200  
Suwanee, GA 30024  
770/932-7718

CHARLESTON  
4900 O'Hear Ave, Suite 100  
Charleston, SC 29405  
770/932-7718

DESTIN  
178 N Geronimo St  
Miramar, FL 32550  
850/831-8610

HOUSTON  
19662 Airport Parkway  
Conroe, TX 77303  
936/537-7718

NASHVILLE  
15 Keith Street  
Nashville, TN 37210  
615/750-3189



**GRAND PANAMA BEACH RESORT  
COLUMN AND SKYBRIDGE RESTORATION 2026  
SECTION 00300 - BID PROPOSAL FORM**

**1.00 GENERAL**

1.01 The undersigned BIDDER agrees, if this Bid is accepted, to enter into an agreement with the OWNER, in the form stipulated in the Bidding Documents, to perform and furnish the work pursuant to the Bidding Documents for the bid price and within the bid times indicated in this Bid and pursuant to the other terms and conditions of the Contract Documents.

A. The bid price and other prices, as indicated in this bid, shall include the total price for overhead and profit, labor, equipment, all taxes, insurance, permits, and incidentals required to perform the work.

1.02 In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

A. This Bid will remain subject to acceptance for sixty (60) calendar days after the day of bid opening.

B. The Owner has the right to accept or reject this Bid for a period of sixty (60) calendar days after the day of Bid opening.

C. BIDDER will sign and submit the Agreement with the performance and payment bond, and other documents stated in the Bidding Requirements within seven (7) days after the date of OWNER'S Notice of Award and the Contract has been executed.

D. BIDDER has examined copies of all Bidding Documents.

E. BIDDER has visited the site and become familiar with the general, local, and site conditions.

F. BIDDER is familiar with federal, state, and local laws and regulations.

G. The successful BIDDER shall be required to attend the pre-construction conference, at which time all submittals required by the Contract Documents shall be presented and reviewed for approval.

H. BIDDER has received the following Addenda receipt of which is hereby acknowledged:

DATE	NUMBER
<u>1/12/2026</u>	<u>Addendum No. 1</u>
<u>1/13/2026</u>	<u>Addendum No. 2</u>

1.03 Questions regarding the Bidding Documents shall be directed in writing to BECI:

Attention: Mr. Gordon Porter, REWO  
Email: [gporter@be-ci.com](mailto:gporter@be-ci.com)

Copy: BECI Design Department  
Email: [design@be-ci.com](mailto:design@be-ci.com)

**GRAND PANAMA BEACH RESORT  
COLUMN AND SKYBRIDGE RESTORATION 2026  
SECTION 00300 - BID PROPOSAL FORM**

1.04 Questions regarding the Bidding Documents may not be answered if received less than 48 hours prior to time and date established for receipt of bids.

**2.00 SCOPE OF WORK**

- A. BIDDER will complete the work for the Base Bid described herein pursuant to the Contract Documents for the LUMP SUM BID PRICE stipulated herein. BIDDER must also submit a price for the unit costs as well. The quantity allowance indicated for certain work activity, where an allowance is referenced below, will be audited as the work progresses and the Contract will be adjusted up or down based on the actual quantity used and its corresponding unit cost pricing. Quantities enumerated are not allowances and must be verified by the Bidder for accuracy and correctness.
- B. Provide all permits, licenses, and fees including, but not limited to, permit fees, licensing fees, and plan review fees, as well as compliance with all regulatory ordinances and inspections that are required to perform proposed work.
- C. Provide all necessary insurance including Florida Workman's Compensation and general liability insurance. List the **Owner and Engineer** as an additional insured party to the policy with a 30-day notice of any changes or cancellations to the policy.
- D. Provide all safety barriers and enforce all OSHA rules concerning construction and project safety. Provide all tools and equipment (i.e. cranes, material hoist and scaffolding) required to properly perform the work. Protect surrounding areas and existing areas within the property not included in construction along with daily cleanup of all debris.
- E. Contractors are responsible for surveying all surrounding work areas and reporting any pre-existing damage to the Owner in writing prior to commencing work. Provide all selective demolition as outlined in Section 01732 of the Technical Specifications.
- F. **Contractor shall be responsible for providing a weather tight seal at all openings at the end of each workday, as well as during all inclement weather, without exception.** Any damage caused as a result of the Contractor's failure to seal the openings shall be corrected to its original condition by the Contractor at no additional charge to Owner.
- G. Contractor shall be responsible for using reasonable efforts to protect the existing landscaping. Where landscaping interferes with Work of the Contract, Contractor shall notify Owner prior to commencing work. Owner shall be responsible for having landscaping trimmed and removed as necessary to perform the scope of work. *NOTE: Owner's approval is required prior to the removal of any existing landscaping.*
- H. Contractor shall be responsible for protection of property, including all areas on-site, during the course of work. All damage caused by Contractor shall be repaired by Contractor, at his or her expense, to its original condition to the complete satisfaction of the Engineer and Owner
- I. **The Owner shall also be responsible for the following items during construction; however, these items in no way relieve the Contractor from their responsibility to protect the building components.** (1) The Owner shall be responsible for providing a laydown and staging area for the Contractor to place and store equipment and materials on-site. (2) Owner shall be responsible for removing all furniture from private balconies prior to work starting on the

**GRAND PANAMA BEACH RESORT  
COLUMN AND SKYBRIDGE RESTORATION 2026  
SECTION 00300 - BID PROPOSAL FORM**

balcony. If furniture is not removed, Contractor shall be responsible for covering furniture with a drop cloth, however the Contractor shall not be held responsible for damages to furniture not removed.

- J. Upon completion of the work, the Contractor is to clean and remove all equipment, materials, and trash from the entire property. The Contractor shall, at no additional cost to the Owner, restore any damage to sod, shrubs, or pavement caused by the Contractor, to the complete satisfaction of the Engineer and Owner.

**2.01 BASE BID NO. 1: COLUMN RESTORATION**

The following is a breakdown of the scope of work pertaining to the exterior restoration at the columns of the Stack 01 and Stack 09 private balconies at Tower 01 and Stacks 07 and 08 at Tower 02. The column restoration project shall include the following:

- a. Removal of existing stucco cladding and sheathing down to the existing light gauge metal framing at the columns of Stack 01 and Stack 09 private balconies at Tower 01 and Stacks 07 and 08 at Tower 02.
- b. Removal and replacement of corroded light gauge metal framing to match the existing configuration at the columns of Stack 01 and Stack 09 private balconies at Tower 01 and Stacks 07 and 08 at Tower 02.
- c. Installation of new glass-faced exterior-grade gypsum sheathing at the columns of Stack 01 and Stack 09 private balconies at Tower 01 and Stacks 07 and 08 at Tower 02.
- d. Application of new fluid-applied weather resistive barrier (WRB) over new sheathing at the columns of Stack 01 and Stack 09 private balconies at Tower 01 and Stacks 07 and 08 at Tower 02.
- e. Installation of new drainable EIFS cladding with high-impact reinforcing mesh at the columns of Stack 01 and Stack 09 private balconies at Tower 01 and Stacks 07 and 08 at Tower 02.
- f. Application of new acrylic coatings at vertical surfaces of the new clad columns.

**Table 1 - Allowances**

<b>Quantity Allowance (Base Bid No. 1)</b>	<b>Quantity</b>	<b>Type</b>
1. Remove and Replace Deteriorated Light Gauge Metal Framing	6,000	LF
2. Prepare and Treat Corroded Light Gauge Metal Framing	8,000	LF

**GRAND PANAMA BEACH RESORT  
COLUMN AND SKYBRIDGE RESTORATION 2026  
SECTION 00300 - BID PROPOSAL FORM**

**Scope Item 2.01.1 - Tower 01 and 02 Column Restoration**

- A. Contractor shall be responsible for using reasonable efforts to protect the existing landscaping. Where landscaping interferes with the Work of the Contract, Contractor shall notify Owner prior to commencing work. Owner shall be responsible for having landscaping trimmed and/or removed as necessary to perform the Scope of Work.
- B. Contractor shall be responsible for protection of property, including all areas on site, during the course of Work. All damage caused by the Contractor shall be repaired by the Contractor, at their expense, to its original condition to the complete satisfaction of the Engineer and Owner.
- g. Contractor shall remove all existing stucco at the columns of Stack 01 and Stack 09 at the South Elevation private balconies at Tower 01 and Stacks 07 and 08 at Tower 02 down to the existing light gauge metal framing. Contractor shall survey the existing light gauge metal framing and report, in writing, any deterioration and/or corrosion to the Engineer. Contractor shall wire wheel all corrosion until bright steel is observed and shall treat with CorrVerter MCI rust primer. Contractor shall also remove and replace all deteriorated/corroded light gauge metal framing exhibiting section loss, as directed by the Engineer. Reference Table 1 for allowances.
- C. Once all framing repairs have been completed at the Stack 01, 07, 08 and 09 columns, Contractor shall install new 5/8" glass-faced exterior-grade gypsum sheathing, in accordance with Technical Specification Section 06160 and BECI's Drawings and Details. Contractor shall also apply new fluid-applied weather resistive barrier (WRB) at all columns, in accordance with Technical Specification Section 07270. Contractor shall ensure all board joints and fastener penetrations are properly treated, in accordance with the manufacturer's installation instructions, prior to installation of the new fluid-applied WRB.
- D. Once fluid-applied WRB has been allowed to adequately cure, Contractor shall install new EIFS cladding with high-impact reinforcing mesh and drain screen at the columns, in accordance with Technical Specification Section 07240 and BECI's Drawings and Details. Contractor shall apply EIFS finish texture to match the existing aesthetic as closely as possible. Texture shall be applied at a single column and shall serve as a mock-up for the duration of the project. Texture shall be subject to Owner approval.
- E. Once all new drainable EIFS cladding has been installed at the columns, Contractor shall apply one (1) coat of primer, one (1) coat of high-build acrylic coating, and one (1) coat of self-cleaning acrylic coating over the new drainable EIFS finish, in accordance with Technical Specification Section 09910. Contractor shall provide a coating mock-up at a single column. Color to match the existing and shall be subject to Owner approval.

**SUBTOTAL BID OF \$ 580,390.00 for Base Bid No. 1;**  
**Five hundred eighty thousand three hundred ninety dollars AND 00/100 Dollars**

**GRAND PANAMA BEACH RESORT  
COLUMN AND SKYBRIDGE RESTORATION 2026  
SECTION 00300 - BID PROPOSAL FORM**

**2.02 BASE BID NO. 2: SKYBRIDGE RESTORATION**

The following is a breakdown of the scope of work pertaining to the skybridge restoration. The skybridge restoration project shall include the following:

- a. Preparation of the existing steel framing members and corrugated metal ceiling at the skybridge.
- b. Application of high-performance marine-grade coating at all steel framing members, corrugated metal ceiling, and exterior corrugated steel over head surfaces.
- ~~c. Removal of existing headwall flashings at the North and South ends of the skybridge roof.~~
- d. Integration of existing roofing underlayment at the adjacent vertical surfaces.
- ~~e. Installation of new pre finished .032" aluminum headwall flashings.~~

**Table 2 - Allowances**

<b>Quantity Allowance (Base Bid No. 2)</b>	<b>Quantity</b>	<b>Type</b>
1. Remove and Replace Corroded Steel "L" Framing At Windows	250	LF
2. Partial Depth Concrete Repairs	100	SF

**Scope Item 2.02.1 - Skybridge Restoration**

- A. Contractor shall be responsible for using reasonable efforts to protect the existing landscaping. Where landscaping interferes with the Work of the Contract, Contractor shall notify Owner prior to commencing work. Owner shall be responsible for having landscaping trimmed and/or removed as necessary to perform the Scope of Work.
- B. Contractor shall be responsible for protection of property, including all areas on site, during the course of Work. All damage caused by the Contractor shall be repaired by the Contractor, at their expense, to its original condition to the complete satisfaction of the Engineer and Owner.
- C. At the parking garage immediately adjacent to the skybridge connections, Contractor shall also perform vertical partial depth concrete repairs, as required by the Engineer. Contractor shall square-cut the edge of repair areas to eliminate feather edges and provide a keyed area of the repair. Where partial-depth patching is required, Contractor is required to take additional precautions to avoid breaking through or fracturing the concrete below the partial depth repair. Contractor is to use special care when removing unsound concrete from around reinforcing steel and embedded anchorages, to prevent the loss of bond in the remaining sound concrete. Reference Table 02 for allowances.

**GRAND PANAMA BEACH RESORT  
COLUMN AND SKYBRIDGE RESTORATION 2026  
SECTION 00300 - BID PROPOSAL FORM**

- D. Contractor shall mechanically remove all existing direct-to-metal coatings at the skybridge interior and exterior down to bright steel, in accordance with manufacturer's recommendations. Once coatings have been removed, Contractor shall survey the existing steel "L" angle at the skybridge windows and shall report, in writing, to the Engineer any areas of corroded steel "L" angle exhibiting section loss. Contractor shall then remove and replace any areas of corroded steel "L" angle with like in-kind materials, as directed by Engineer. New steel shall be welded into place and prepared to receive new coatings to match the adjacent surfaces. Reference Table 2 for allowances.
- E. Once all steel repairs have been completed, Contractor shall then apply one (1) coat of the Tnemec Series 90-97 Tnemec-Zinc primer, two (2) coats of Tnemec Series 66 Hi Build Epoxoline Intermediate Coat, and one (1) of Tnemec 1070 Flouronar Finish Coating at all vertical and overhead steel surfaces at the interior and exterior of the skybridge, in accordance with the manufacturer's installation instructions. Color to match the existing as closely as possible and is subject to Owner approval, prior to the application of coatings.
- F. Contractor shall also install appropriately sized closed-cell foam backer rod and sealant at all interior and exterior window perimeters. Sealant color shall match the new high-performance marine-grade coating color as closely as possible and shall be subject to Owner approval.
- ~~G. At the skybridge roof, Contractor shall also remove the existing headwall flashings at the North and South ends of the skybridge down to the existing roofing underlayment and substrate at adjacent walls. Contractor shall install new high temperature self-adhered underlayment over the existing underlayment and shall turn vertically at the headwall condition and shall shingle existing WRB over the newly installed high temperature self-adhered underlayment.~~
- ~~H. Once underlayment has been integrated, Contractor shall then install new pre-finished .032" aluminum headwall flashings to match the existing configuration, in accordance with Technical Specification Section 07620 and BECI's Drawings and Details. Contractor shall repair stucco cladding at the repair area to match the existing configuration and aesthetic as closely as possible.~~

**SUBTOTAL BID OF \$** 484,741.00 **for Base Bid No. 2;**  
Four hundred eighty-four thousand seven hundred forty-one **AND 00 /100 Dollars**

**3.00 UNIT COSTS**

It shall be understood the Unit Costs quoted herein will be used to adjust the Contract Allowances within the Base Bid, upward or downward as actual usage dictates. The term Cost is considered to include Contractor's total price for overhead and profit, labor, equipment, state and local taxes, insurance, permits and any incidentals required to perform the work. The assumed allowances are considered to be part of the Base Bid and Final allowance figures will be adjusted according to actual usage and unit cost pricing.

**3.01 UNIT COST NO. 1: REMOVE AND REPLACE DETERIORATED LIGHT-GAUGE METAL FRAMING**

Quote the amount to be added to the Base Bid to remove and replace one (1) lineal foot (LF) of corroded light gauge metal framing, in accordance with Technical Specification Section 05400.

**Add the Sum of:** \$ \_\_\_\_\_.784/LF

**3.02 UNIT COST NO. 2: PREPARE AND TREAT CORRODED LIGHT GAUGE METAL FRAMING**

Quote the amount to be added to the Base Bid to prepare and treat one (1) lineal foot (LF) of corroded light gauge metal framing with CorrVerter MCI Rust Primer.

**Add the Sum of:** \$ \_\_\_\_\_.405/LF

**3.03 UNIT COST NO. 3: REPAIR CORRODED STEEL "L" ANGLE FRAMING MEMBERS**

Quote the amount to be added to the Base Bid to perform one (1) lineal foot (LF) of steel "L" framing member repair at areas of section loss adjacent to the windows at the skybridge.

**Add the Sum of:** \$ \_\_\_\_\_.97.87/LF

**3.04 UNIT COST NO. 4: VERTICAL PARTIAL DEPTH CONCRETE REPAIRS**

Quote the amount to be added to the Base Bid to perform one (1) square foot (SF) of partial depth concrete repairs at the parking garage adjacent to the skybridge connections, in accordance with Technical Specification Section 03370.

**Add the Sum of:** \$ \_\_\_\_\_154.35/SF

**GRAND PANAMA BEACH RESORT  
COLUMN AND SKYBRIDGE RESTORATION 2026  
SECTION 00300 - BID PROPOSAL FORM**

**3.05 UNIT COST NO. 5: TIME AND MATERIAL**

Quote the amount to add for time and material work that may not be covered under the Previous Base Bid, Alternates, or Unit Costs. Provide an hourly rate for both an unskilled and skilled worker. Also provide a contractor mark-up for overhead, management, and profit. All material will be based on actual cost provided by proper documentation. All receipts must indicate delivery site, and date.

**Add the Sum of:**

**For Skilled Labor**

\$      55.00 /Hour

**For Unskilled Labor**

\$      46.00 /Hour

**Contractor Mark-up**

     15. /Percent

**4.00 TIME OF COMPLETION**

**4.01** BIDDER agrees that, upon receipt of the Notice to Proceed, the Work will be substantially complete and ready for final payment pursuant to the Conditions of the Contract on or before the dates or within the number of **calendar** days indicated in the Agreement.

**4.02** For Base Bid No. 1     40     DAYS

**4.03** For Base Bid No. 2     33     DAYS

**4.04** Date BIDDER can proceed with a Full Crew and equipment to commence mobilization                      DATE. 30 DAFTER SIGNED CONTRACT OR ONE (1) WEEK AFTER PERMIT IS RECIEVED, WHICH EVER COMES FIRST

**4.05** Date BIDDER can procure all necessary materials on-site with a Full Crew and equipment to commence installation                      DATE.

30 DAFTER SIGNED CONTRACT OR ONE (1) WEEK AFTER PERMIT IS RECIEVED, WHICH EVER COMES FIRST

**4.06** Should substantial completion of the Work NOT be complete on or before the dates or within the number of **calendar** days indicated in the Agreement, penalties in the sum of five hundred dollars (\$500.00) per CALENDAR day which is not complete will be assessed for each calendar day past the substantial completion date indicated by the Agreement and applied against the payment of invoices.

**4.07** Time is of the essence - Bidder acknowledges that, if awarded the Contract, the work must be performed within the time limit as specified herein.

**5.00 PAYMENT AND PERFORMANCE BONDS**

**5.01** BIDDER agrees to furnish a Performance Bond with a Labor and Material Payment Bond covering the full Contract Price, pursuant to the Contract Documents, for an additional amount equal to:

Percentage of Contract Price:     1.5 %    

**6.00 ACCEPTANCE**

**GRAND PANAMA BEACH RESORT  
COLUMN AND SKYBRIDGE RESTORATION 2026  
SECTION 00300 - BID PROPOSAL FORM**

- 6.01** The form of Agreement shall be as provided by Owner.
- 6.02** The Owner reserves the right to not disclose the Bid Prices.
- 6.03** Contractor agrees to hold prices for sixty (60) days. Owner reserves the right to accept or reject this proposal for a period of sixty (60) days from the Bid Due Date.

**7.00 DISCLOSURES**

**7.01** BIDDER is required to list below all major subcontractors whose prices are incorporated in the Bid Price. Generally, trades listed should be those involving major money amounts or special technical items. If none used, write "None". If the bidder does not list any subcontractors on the bid form that perform work on this project, any unapproved subcontractor who attempts to work on the project will be removed from the job and the bidder will have to go through the necessary approval procedures.

Trade	Subcontractor
Welder	Triple H Welding
_____	_____
_____	_____
_____	_____
_____	_____

Submitted On: January 15, 2026

By: Mark Romsey (Seal)

Firm Name: Southern Wall Systems

Name of Person Authorized to Sign: Lee Cope

Business Address: 178 N Geronimo St. Miramar FL, 32550

Telephone No.: 850-831-8610



**END OF SECTION 00300**

# GILLETTE 5YR EXT LIMITED WARRANTY

## FOR STATIONARY STANDBY EMERGENCY POWER SYSTEMS

The Gillette Generator is designed around the latest technology, manufactured and quality inspected by carefully trained and experienced craftsmen. Gillette warrants to the original end user, for the time periods as shown below, that each generator finished product is free from defects in materials and workmanship. Gillette, at its option, will repair, replace, or offer appropriate adjustments, for any generator part that, upon examination and testing by Gillette's factory engineers or by a Gillette authorized service dealer, is found to be defective, when generator set is properly installed, operated and maintained, according to Gillette's instructions. All transportation costs for parts returned to the factory, and new parts sent back to end user, are to be borne and paid by the end user. This warranty is not transferable and does not apply to malfunctions caused by damages, unreasonable use, misuse, unauthorized repair persons, or normal wear and tear. All warranty cost allowances must be within limits as shown in "Gillette Warranty Policies", procedures and flat rate manual.

**GILLETTE PRODUCT**

**WARRANTY TIME PERIOD**

**Standby** Gen-Sets..... (5) Years or 2500 hours (whichever occurs first), from date of manufacture.

(Warranty is void in prime power applications)

**Standby:** First year covers parts and labor.

Second, third, fourth, & fifth year covers parts only.

**THIS WARRANTY SHALL NOT APPLY TO (AND NOT LIMITED TO) THE FOLLOWING:**

- Normal engine wear, tune-ups, service parts, including batteries, fuses, and engine fluids.
- Generators in trailer mounted use.
- Original installation or start-up costs.
- Damage due to insect or rodent infestation.
- Gen-sets that are altered from original design.
- Radiators replaced rather than repaired.
- Failures beyond manufacturers control: Riots, wars, theft, fire, freezing, lightening, earthquake, windstorm, hail, flood, hurricane, and all other external causes and Acts of God.
- Any incidental, consequential, or indirect damages, caused by manufacturers defects, or any delay in repair or replacement of defect.
- Costs due to trouble shooting with jobsite repair person, where no defect is found.
- Costs for equipment (cranes, hoist, trucks) for removal or re-installation of gen-set.
- Adjustments to fuel systems or governor systems at time of start-up, or anytime thereafter.
- Excess mileage costs are not permitted. Authorized service provider is limited to 200 mile round trip.
- Diesel engine damage due to constant light loads (wet stacking).
- Travel expense on any portable generators.
- Any labor time that is deemed excessive, by factory.
- Overtime labor and overnight freight costs.
- Steel enclosures, and all other deterioration of parts, installed within 25 miles of saltwater contaminants.
- Failures due, but not limited to, normal wear, misuse, negligence, or faulty installations, such as in-adequate fuel lines or gas pressures.
- Travel or labor expenses and all other costs, incurred while investigating performance complaints, unless problem is caused by defective materials or workmanship by Gillette.
- Warranties of associated equipment, not of Gillette manufacture (auto transfer switches, engines, generators) are subject to the individual manufacturers assigned warranties.
- Failure to use and exercise gen-set for long periods of time.
- Parts installed from sources other than engine or generator manufacturer.
- Manufacturer is not responsible for loose connections caused by vibrations during shipment to jobsite. All connections must be checked during start-up.
- All shipments are F.O.B. factory, consigned to the transit carrier. All shipping damage repairs, are between carrier and receiver.
- Any associated costs for replacing components, found to be defective.
- Rental costs of equipment during any warranty procedures.
- Room and board expense due to overnight service conditions.

Any implied or statutory warranty, including any other warranty as to the merchant ability or fitness for a particular purpose or use, is expressly limited to the duration of this warranty. Some states do not allow limitations on how long an implied warranty may last, or the exclusion or limitation of incidental or consequential damages, so the above listing of limitations or exclusions, may not apply to you.

This is our written limited warranty and we make no other expressed warranty. No other identity is authorized to make any different or additional warranties on Gillette's behalf. This Gillette warranty gives you specific rights. You may have additional rights that may vary from state to state.

**GILLETTE GENERATORS, INC.**  
2921 THORNE DRIVE • ELKHART, IN 46514

WARRANTY SERVICE PH: 800-777-9639  
WARRANTY SERVICE FAX: 574-262-1840  
WEBSITE: www.gillettegenerators.com

# CONTRACT

This Contract made and entered into on this *6th day of March 2026* by and between *ProComm Solutions, LLC* a Florida Limited Liability Company ("the Company") and *Grand Panama Beach Resort Condominium Association, Inc.*, a Florida Limited Liability Company ("the Customer").

Whereas the Company is in the business of supplying camera/ surveillance equipment to consumers in the state of Florida.

Whereas the Customer is a condominium.

Whereas the Company desires to rent and the Customer desires to lease all surveillance equipment for the Customer's business referenced above.

Whereas all the parties to this Contract have been dully authorized its execution.

Now, therefore, in consideration of the mutual promises exchanged herein and for other good and valuable consideration the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The term of this Contract shall be for an initial period of *five (5) years* from the date of execution. The execution date will be the date on which the last party signs the Contract. "THIS CONTRACT WILL AUTOMATICALLY RENEW FOR A LIKE TERM (12 MONTHS) UPON THE EXPIRATION OF THE CURRENT TERM UNLESS EITHER PARTY PROVIDES WRITTEN NOTICE OF TERMINATION AT LEAST (90 DAYS) PRIOR TO THE END OF THE CURRENT TERM. THE CUSTOMER MAY CANCEL THIS CONTRACT BY MAILING/EMAILING A TERMINATION NOTICE TO PO BOX 1870 LYNN HAVEN, FL 32444 / ACOBB@PROCOMMSOLUTIONS.NET." If ProComm Solutions provides notice in writing at least ninety (90) days prior to the last day of the Term that they intend to let the contract expire, on the last day of the Term, all hardware and software installed shall be removed from the property by ProComm Solutions in a timely fashion or as soon as is commercially reasonable but no later than 60 days after termination at ProComm Solution's sole expense. The Customer specifically, voluntarily, and after due consideration waives all notice required by law for the purposes of obtaining a mandatory injunction and any and all bond otherwise required by law for the imposition of a mandatory injunction.

2. The Company shall obtain, install, maintain and provide the cameras/ surveillance requirements of the Customer for property wide viewing coverage. Any change to the services or equipment must be made by an Addendum to the Contract executed with the formalities required to amend this Contract. Company warrants to Customer that all

equipment provided and used under this Contract will be new and free from any defects in workmanship, materials and design. Company further warrants to Customer that its employees who install said equipment have the necessary skill, experience and qualifications and will perform said installation in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services. These warranties will remain in effect for the duration of this contract.

3. The Customer agrees that the Company shall be permitted to interrupt its service to the Customer for the purposes of making repairs, alterations, or additions to the Company's property or facilities when such repairs, alterations, or additions are deemed reasonably necessary; but in all such cases the Company agrees to perform work in a time in such a manner as to cause the least inconvenience to the Customer or its tenants, so long as the Company is not required to pay after hour wages or overtime to its employees. The Company agrees that interruptions occasioned by and of the causes mentioned above will last no longer than 72 hours, after which the Company agrees to prorate the Customer's invoice for the month for each day (beginning on day 4 of any interruption of service) for which said interruption of service continues. In addition, the Customer agrees that the Company is not responsible for any interruptions in service caused by the service provider. In the event of such interruption to service, the Company will restore the service as soon as they can reasonably do so and shall at all times exert itself towards the end of supply of nearly constant service as is reasonably practicable. In the case of impaired or defective service, the Customer shall immediately give notice to the Company by telephone, confirming such notice in writing as soon as practicable thereafter.

4. Any notice required or authorized to be given hereunder shall be given in writing by the Customer by certified mail return receipt requested addressed to ProComm Solutions, LLC at P.O. 1870, Lynn Haven, Florida 32444 or by the Company by certified mail return receipt requested addressed to Grand Panama Beach Resort 11800 Front Beach Rd. Panama City Beach, FL 32407 or by either party by serving same personally upon the fully authorized representative of the party. For the purpose of notice under this provision, the fully authorized representative of the Company is Amy P. Cobb and of the Customer is Brad Coleman (HOA President). Any change in the fully authorized representative must be provided in writing pursuant to the terms of this paragraph and not by personal service.

5. TERMINATION by customer for Convenience: Customer must send a certified letter on Customer Letterhead detailing request to cancel and date of requested cancellation must be thirty (30) days out from addressed letter on which all equipment will be picked up on that date. Customer will have to buy out the remaining contract balance.

6. This Contract shall be subject to the rules and regulations now in effect or made hereinafter by any governmental state or municipal authority, body or regulatory commission which by law may have jurisdiction over the cost of the Company's services or equipment or in any way in the conduct of the Companies business related to this Contract. In the event that a change in the law as described hereinabove results in additional expense to the Company, The Customer agrees that the Customer shall bear said expense via an increase in monthly payment.

7. This Contract shall be binding upon the successors or assigns of the Company and shall be binding upon the successors of the Customer so long as such successors are corporations, similar to the Customer, organized under the Law of the State of Florida and amendments thereto. No successor or assigns of the Customer or assignee that is a natural person, private corporation or cooperative association or organization of any kind or character which may acquire the property of the Customer shall have any rights under this Contract.

8. If any litigation shall be instituted for the purpose of enforcing or interpreting any of the provisions of this Agreement, the prevailing party, shall be entitled to recover, in addition to all other relief, an amount equal to all costs and expenses incurred in connection therewith, including, without limitations, reasonable attorney's fees at the trial level and in connection with all appellate proceedings.

9. This Agreement constitutes the complete agreement between the parties and incorporates all prior discussions, agreements and representations made regarding the matters set forth herein. This Agreement may not be amended, modified or changed except by a writing signed by the party to be charged by the amendment, change or modification. The Customer acknowledges that this Agreement is the product of an arm's length negotiation, and that this document shall not be construed more favorably for or against the party responsible for the drafting of the Agreement.

10. All the provisions of this contract are severable. If any provision of this contract is deemed void or unenforceable by a court of law, then it shall be severed from this contract.

11. The Company and the Customer hereby knowingly, voluntarily, and intentionally waive the right either may have to a trial by jury in respect of any litigation based hereon, or arising out of, under or in connection with this Contract, or any course of conduct, course of dealing, statements (whether verbal or written) or action of either party.

12. The parties agree that any action arising out of this contract shall be brought in the state Circuit Court, Fourteenth Judicial Circuit, Bay County, Florida.

13. For the **five (5) years** of the term of the agreement, the Customer shall pay to the Company monthly the amount of **\$2,590.36** (initial install of **124** cameras @ **\$20.89** per camera) ***plus all applicable sales tax***. Additional cameras will be priced at remainder of the contract terms.

14. The Company shall be responsible for all maintenance of the systems/devices except as to repairs or replacements necessitated by the negligence or intentional act of the Customer's tenants, licensees, or other persons with access to the system.

15. In the event of destruction or damage to the systems/devices caused by Acts of God such as weather events, flooding, and the like, then the Customer shall make every effort to repair and/or replace the system as part of the Customer's insurance claim. In the event Customer does not insure or is unable to recover for such damage or injury to the system then the Company may terminate this agreement with written notice except that if such damage occurs within the first 12 months of this agreement, a termination fee will be due from Customer to the Company of replacement value.

16. All the recitals preceding the numbered portions of this contract are hereby incorporated herein and acknowledged by the parties to be true and accurate.

17. The parties agree that any and all litigation based herein, or arising out of, under or in connection with this Contract, or any course of conduct, course of dealing, statements (whether verbal or written) or action of either party shall be brought to the State Court in Bay County, Florida.

SIGNED and DATED this \_\_\_\_ day of \_\_\_\_\_, 2026.

Grand Panama Beach Resort

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

State of Florida

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2026,  
by \_\_\_\_\_ as the \_\_\_\_\_ of Grand Panama Beach Resort  
[ ] Who is personally known by me or [ ] Who produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

SIGNED and DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

ProComm Solutions, LLC

\_\_\_\_\_  
By: Amy Cobb  
Its: MANAGING MEMBER

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

State of Florida

County of Bay

The forgoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2026, by Amy Cobb as the President of ProComm Solutions, LLC [ ] Who is personally known by me or [ ] Who produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

## Current average market rates

### Treasury bills

3 months: 3.61%

6 months: 3.64 – 3.67%

1 year: 3.53 – 3.65%

### CDs

#### Term

6M: 3.75%

9M: 3.75%

12M: 3.75%

18M: 3.75%

24M: 3.80%

36M: 3.80%

## **Grand Panama Condominium Association Bulk Item Disposal Policy Proposal**

### **Purpose**

The Association continues to experience operational challenges due to large household items and bulk waste being left in garbage rooms that cannot be accommodated in the compactor system. These items accumulate and interfere with normal trash removal operations and require separate hauling at Association expense.

This policy is intended to:

- Maintain clean and functional garbage facilities
- Reduce unnecessary Association hauling costs
- Provide a structured disposal option for owners
- Establish accountability for improper bulk item disposal

### **Proposed Bulk Item Handling Procedure**

Any item too large to be disposed of through the standard trash compactor must not be left in garbage rooms.

Instead:

- Bulk items will be stored in the designated storage area located within the standalone garage.
- This area is monitored by the Association camera system.
- Items will be removed periodically by an approved hauling vendor and transported to appropriate landfill or recycling facilities.

### **Approved Hauling Vendors (Proposed)**

Micheal – 12' and 16' trailers – \$150 small load / \$300 full trailer

Jared – Dump trailer – Approx. \$150 per load

Grand Panama Trailer—Dump fees and maintenance time

### **Owner Disposal Fees**

No Charge:

Small appliances, TVs 40" or less, small lamps, boxes

Medium Items – \$25 each:

Recliner chairs, small tables, sinks, toilets, TVs over 40", stackable chairs (up to 4)

Large Items – \$40 each:

Couches, mattresses, box springs, dining tables, patio tables, large appliances (refrigerator, stove, washer, dryer, dishwasher, water heater)

Owners will submit disposal requests and payment through the ParknSpot system prior to placing items in the designated storage area.

### **Unauthorized Dumping**

Any owner who disposes of bulk items without prior notification and payment submission will be subject to:

- \$100 violation fine
- Actual removal cost of the item(s)

### **Operational Rationale**

Based on vendor pricing, approximately four couch-sized items (collected at \$40 each = \$160) would offset the typical hauling cost of \$150 per load.

This structure allows the Association to recover expenses while avoiding financial burden on the general membership.

### **Implementation**

Upon Board approval, this policy will be communicated to all owners, incorporated into operational procedures, and enforced through existing violation and fine processes.

### **Recommendation**

Approval of this policy is recommended to improve waste management operations, maintain cleanliness of common areas, and ensure fair cost allocation for bulk item disposal.

Submitted for Board Consideration

Prepared by: Phil



2/20/2026

823 Navy Street · Fort Walton Beach, FL 32547  
(850) 862-7812 · Fax (850) 863-1516



National Fire Protection Association



# PROPOSAL

To: FirstService Residential Management Co  
Address: 11800 Front Beach Rd  
Panama City Beach, FL. 32407  
Attn: Lindsay Williams  
Phone: (850) 585-7015  
Email: lindsay.williams@fsresidential.com

Job: Grand Panama Beach Resort Tower I Fire Alarm System Replacement  
Address: 11807 Front Beach Rd  
Panama City Beach, FL 32407

**B&C Fire Safety will replace, program, and commission a Potter voice fire alarm system for the Grand Panama Beach Resort #1. Any work outside of this proposal will be addressed by way of an authorized change order.**

QTY	FIRE ALARM DESCRIPTION
1	FIRE ALARM CONTROL PANEL w/BACKUP BATTERIES
5	REMOTE AMPLIFIERS w/BACKUP BATTERIES
1	REMOTE POWER SUPPLY w/BACKUP BATTERIES
1	CIRCUIT LOCKOUT KIT w/SURGE PROTECTION
1	DOCUMENT BOX
1	CELLULAR COMMUNICATOR
2	ADDRESSABLE PULL STATIONS
44	ADDRESSABLE WEATHERPROOF PULL STATIONS
33	ADDRESSABLE SMOKE SENSORS
121	ADDRESSABLE HEAT SENSORS
21	ADDRESSABLE ELEVATOR RECALL HEAT PROBES
12	ADDRESSABLE ELEVATOR RECALL RELAY MODULES
61	ADDRESSABLE SPRINKLER & FIRE PUMP MONITOR MODULES
64	WEATHERPROOF SPEAKER STROBES
10	SPEAKER STROBES
2	STROBES

### Clarifications and Exclusions

All work shall be performed during normal business hours Monday through Friday 8:00 am - 4:00 pm.  
 This quote is valid for 30 days from the date shown above.  
 One year warranty on newly added equipment.  
 Required jurisdictional permitting included.  
 Engineered plans & PE (Professional Engineer) stamps excluded.  
 Lift rental excluded.  
 Area of refuge excluded.  
 Firefighter telephone excluded (Existing jacks to be removed)  
 Cellular communicator expansion antenna excluded.  
 CO/Gas detection excluded.  
 In-unit detection devices excluded.  
 Fire door holders excluded.  
 Knox box excluded.  
 Fire/smoke dampers excluded.  
 Any underground trenching excluded.  
 Remote annunciator excluded.  
 Any 120v in-unit smoke & building 120v smoke sensors by others.  
 Cancellation of project will require a 25% restock fee.  
 Existing wiring to be utilized and must be in working order.  
 Existing in-unit speakers to be utilized and must be in working order.  
 Property management to coordinate elevator vendor for systems integration.  
 Local AHJ designation may affect project cost.  
 BDA/DAS survey to be proposed separately (If applicable).  
**Any wall/ceiling patchwork & paid excluded.**  
**Device counts based on building fire alarm plans dated 5/23/05**

**TOTAL \$119,979.00**

Accepted By/Signed

Print

Date

**Terms: Pay App 1 Due Upon Signing**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. Acceptance of this proposal by Buyer shall be acceptance of all terms and conditions recited on reverse side which shall supersede any conflicting term in any other document.

Authorized  
Signature \_\_\_\_\_

Note: This proposal may be withdrawn by us if not accepted within 30 days.

## TERMS & CONDITIONS

1. A. B&C Fire Safety, Inc. shall be paid for the value of work completed plus the amount of materials and equipment suitably stored applied to the contract sum less the aggregate of previous payments to B&C Fire Safety, Inc. Final payment shall be due 30 days after the work described in this proposal is substantially completed unless otherwise stated in the proposal. No provision of this agreement shall serve to void the Seller's entitlement to payment for properly performed work or suitably stored material.  
B. The Buyer will make no demand for liquidated damages in any sum in excess of such amount as may be specifically named in the proposal, provided, however, no liquidated damages shall be assessed for delays or causes attributable to other Subcontractors or arising outside the scope of this proposal.
2. The Buyer will withhold no more retention from the Seller than is being withheld by the Owner from the Buyer with respect to the Seller's work.
3. No back charges or claim of the Buyer for services shall be valid except by an agreement in writing by the Seller before the work is executed, except in the case of the Seller's failure to meet any requirement of the subcontract agreement. In such event, Buyer shall notify Seller of such default, in writing, and allow the Seller more reasonable time to correct any deficiency before incurring any cost chargeable to the Seller.
4. All sums not paid when due shall bear interest at the rate of 1.5% per month from due date until paid or the maximum legal rate permitted by law whichever is more; and all costs of collection including a reasonable attorney's fee shall be paid by Buyer.
5. If the Buyer fails to make payment to B&C Fire Safety, Inc. as herein provided, then B&C Fire Safety, Inc. may, after forty-eight (48) hours written notice, stop work without prejudice to any other remedy he may have.
6. A. Buyer is to prepare all work areas so as to be acceptable for the work of B&C Fire Safety, Inc. under the contract. B&C Fire Safety, Inc. will not be called upon to start work until sufficient areas are ready to insure continued work until job completion.  
B. Items to be supplied by Buyer. The buyer shall furnish all temporary site facilities including suitable storage space, hoisting, temporary electrical and water at no costs to Seller.
7. After acceptance of this proposal provided B&C Fire Safety, Inc. shall be given a reasonable time in which to make delivery of materials and/or labor to commence and complete the performance of the contract.
8. B&C Fire Safety, Inc. shall not be responsible for damage to its work by other parties. Any repair work necessitated by said damage will be considered as an order for extra work.
9. Overtime, B&C Fire Safety, Inc. is obligated to perform the work only during its regular working hours. All work performed outside of such hours shall be charged for at rates or amount agreed upon by the parties at the time overtime is authorized.
10. Buyer shall purchase and maintain property insurance upon the full value of the entire work and/or materials to be supplied which shall include the interest of B&C Fire Safety, Inc.
11. B&C Fire Safety, Inc. will not be responsible for meeting construction schedule imposed after the date of the execution of this proposal. If overtime is required to meet such a later imposed construction schedule, Buyer shall pay B&C Fire Safety, Inc. for such overtime in addition to the Contract price unless prior arrangements or agreements are made.
12. Any additional sprinklers or other additional materials and/or labor required due to alterations or additions to the premises or resulting from obstructions along the ceiling not in position or not shown on plans furnished by Buyer or Buyer's Agent at the time that B&C Fire Safety, Inc.'s survey was made, are not Contract work and are to be considered additional work to be paid for by Buyer and will be designed, signed, and dated on a Field Work form of B&C Fire Safety, Inc. or other appropriate form of Buyer.
13. Seller's Liability. B&C Fire Safety, Inc. shall not be liable for any damage caused in the performance of work due to concealed piping, wires, fixtures, or other equipment, unless located for B&C Fire Safety, Inc. by Buyer, or the character, condition, or use of any foundations, walls, or other structures not erected by B&C Fire Safety, Inc. B&C Fire Safety, Inc. shall not be liable or accountable for the condition of the water supply or other adjunct of the system furnished by the Buyer or a third party. B&C Fire Safety, Inc. shall not be liable for delays, discontinuance of work, loss or damages, incident to casualties, fires, acts of the elements, labor difficulties, governmental regulations, shortages of materials or labor, and causes beyond its control. In no event shall B&C Fire Safety, Inc. be liable for loss of anticipated profits, or loss of use of property in which the equipment is installed, or other consequential damages.
14. Buyer's Liability. All loss or damage from any cause (not the fault of B&C Fire Safety, Inc.) to the materials, tools, equipment, work or workmen of B&C Fire Safety, Inc. or its agents or subcontractors while in and about the premises shall be borne and paid for by Buyer. When any underground work is involved in the installation and it becomes necessary in the opinion of B&C Fire Safety, Inc. to install equipment at a depth greater than that required by the Specifications, or if water, quicksand, rock, or other unforeseen obstructions are encountered, Buyer shall pay to B&C Fire Safety, Inc., as an extra to the contract price, any additional expense to B&C Fire Safety, Inc. caused thereby.
15. B&C Fire Safety, Inc. reserves the right to receive a Fair and Reasonable extra to original contract price as a result of latent physical conditions at the site. In the case of actual site conditions and contract documents which are at variance, B&C Fire Safety, Inc. reserves the right to recover extra compensation by extras added to the original contract price.
16. Claims. Any claims by Buyer against B&C Fire Safety, Inc. arising hereunder must be presented in writing with particulars to B&C Fire Safety, Inc. within fifteen (15) days after they arise; otherwise B&C Fire Safety, Inc. shall have no liability in respect thereof.
17. Title. Until full payment by Buyer of all amounts to be paid hereunder, B&C Fire Safety, Inc. retains title to the material and equipment furnished hereunder, whether or not the same is attached to the realty, and the same shall be considered as personal property. B&C Fire Safety, Inc. However, reserves the right to change this conditional sale to an absolute sale at any time and to pursue any statutory or other remedies in such cases, made and provided. When and if requested by B&C Fire Safety, Inc., Buyer will duly acknowledge this contract and will execute, acknowledge, and deliver to B&C Fire Safety, Inc. such other instructions as may be appropriate to constitute the equipment as security for the price to be paid by Buyer, or to enable B&C Fire Safety, Inc. to comply with the applicable filing, recording, or other laws of the state.
18. Warranty. All workmanship is guaranteed against defects in workmanship for a period of one year from the date of installation. This warranty is in lieu of all other warranties, express or implied, including any warranties of merchantability or fitness for a particular purpose. The exclusive remedy shall be that Seller will replace or repair any part of its work which is found to be defective. Seller will not be responsible for special, incidental, or consequential damages. Seller shall not be responsible for damage to its work by other parties or for improper use of equipment by others.
19. Default by Buyer. If Buyer defaults in any payment herein required; or becomes subject to insolvency, receivership, or bankruptcy proceedings, or makes an assignment for the benefit of creditors; or transfer or mortgages the equipment or the premises in which the equipment is installed; or any lien is placed on said equipment or premises (other than liens for taxes); or the equipment or premises (other than liens for taxes); or the equipment or the premises are seized or attached by process of law, then in any such event B&C Fire Safety, Inc. may enter upon the premises, turn off the water and remove the equipment or any part thereof and may invoke such other or additional remedies as may be provided by law. Buyer shall reimburse B&C Fire Safety, Inc. for the expenses incurred in removing said equipment. Buyer further agrees to pay interest at the maximum rate allowed by law on any payment in default. If B&C Fire Safety, Inc. employs an attorney because of default by the Buyer, then the Buyer agrees to pay court costs and reasonable attorney fees.
20. Nothing in this agreement shall serve to void Seller's right to file a lien or claim on its behalf in the event that any payment to Seller is not timely made. Upon acceptance of this proposal, B&C Fire Safety, Inc. proposes to an Buyer has the right to expect that:
  1. B&C Fire Safety, Inc. will be on the job each day that is required, and work diligently until the scope of work, herein stated, is complete and satisfactory.
  2. B&C Fire Safety, Inc. will purchase the proper permitting and will comply with all state and local codes and ordinances from the design portion through the complete product of the scope of work herein stated. B&C Fire Safety, Inc. will further route all plans and drawings to Buyer ad representatives for approval, when applicable, and to all local and state authorities and insurance underwriters, as is necessary, and will provide Contractor's Test and Material Certificates where applicable.
  3. B&C Fire Safety, Inc. will be responsible to the buyer for all reasonable job rules of order, including cleanup, coordination with other trades as is necessary, and reporting and coordination with Buyer's representative.
  4. B&C Fire Safety, Inc. will be responsible to the Buyer for compliance with all safety rules and regulations during the conduct of B&C Fire Safety, Inc.'s performance on and in connection with this project. In cases of lesser standards, B&C Fire Safety, Inc. will continue to abide by its company standard; B&C Fire Safety, Inc. Safety Program and Accident Prevention Program.
  5. B&C Fire Safety, Inc. will accomplish a complete installation as per the scope of this proposal and as the terms and conditions of the proposal are met. Acceptance of this proposal by Buyer shall be acceptance of all terms and conditions recited herein which shall supersede any conflicting term in any other contract document. Any of the Buyer's terms and conditions in addition or different from this proposal are objected to and shall have no effect. Quotations hereon, unless otherwise stated, are for immediate acceptance and subject to change.



2/20/2026

823 Navy Street · Fort Walton Beach, FL 32547  
(850) 862-7812 · Fax (850) 863-1516



National Fire Protection Association



# PROPOSAL

To: FirstService Residential Management Co  
Address: 11800 Front Beach Rd  
Panama City Beach, FL. 32407  
Attn: Lindsay Williams  
Phone: (850) 585-7015  
Email: lindsay.williams@fsresidential.com

Job: Grand Panama Beach Resort Tower II Fire Alarm System Replacement  
Address: 11800 Front Beach Rd  
Panama City Beach, FL 32407

**B&C Fire Safety will replace, program, and commission a Potter voice fire alarm system for the Grand Panama Beach Resort #2. Any work outside of this proposal will be addressed by way of an authorized change order.**

QTY	FIRE ALARM DESCRIPTION
1	FIRE ALARM CONTROL PANEL w/BACKUP BATTERIES
5	REMOTE AMPLIFIERS w/BACKUP BATTERIES
1	REMOTE POWER SUPPLY w/BACKUP BATTERIES
1	REMOTE ANNUNCIATOR
1	CIRCUIT LOCKOUT KIT w/SURGE PROTECTION
1	DOCUMENT BOX
1	CELLULAR COMMUNICATOR
5	ADDRESSABLE PULL STATIONS
43	ADDRESSABLE WEATHERPROOF PULL STATIONS
46	ADDRESSABLE SMOKE SENSORS
78	ADDRESSABLE HEAT SENSORS
14	ADDRESSABLE ELEVATOR RECALL HEAT PROBES
3	ADDRESSABLE ELEVATOR RECALL RELAY MODULES
53	ADDRESSABLE SPRINKLER & FIRE PUMP MONITOR MODULES
69	WEATHERPROOF SPEAKER STROBES
23	SPEAKER STROBES
5	STROBES

### Clarifications and Exclusions

All work shall be performed during normal business hours Monday through Friday 8:00 am - 4:00 pm.  
This quote is valid for 30 days from the date shown above.  
One year warranty on newly added equipment.  
Required jurisdictional permitting included.  
Engineered plans & PE (Professional Engineer) stamps excluded.  
Lift rental excluded.  
Area of refuge excluded.  
Firefighter telephone excluded (Existing jacks to be removed)  
Cellular communicator expansion antenna excluded.  
CO/Gas detection excluded.  
In-unit detection devices excluded.  
Fire door holders excluded.  
Knox box excluded.  
Fire/smoke dampers excluded.  
Any underground trenching excluded.  
Any 120v in-unit smoke & building 120v smoke sensors by others.  
Cancellation of project will require a 25% restock fee.  
Existing wiring to be utilized and must be in working order.  
Existing in-unit speakers to be utilized and must be in working order.  
Property management to coordinate elevator vendor for systems integration.  
Local AHJ designation may affect project cost.  
BDA/DAS survey to be proposed separately (If applicable).  
**Any wall/ceiling patchwork & paid excluded.**  
**Device counts based on building fire alarm plans dated 4/29/05**

**TOTAL \$117,989.00**

Accepted By/Signed

Print

Date

**Terms: Pay App 1 Due Upon Signing**

Authorized  
Signature \_\_\_\_\_

Note: This proposal may be  
withdrawn by us if not accepted within 30 days.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. Acceptance of this proposal by Buyer shall be acceptance of all terms and conditions recited on reverse side which shall supersede any conflicting term in any other document.

## TERMS & CONDITIONS

1. A. B&C Fire Safety, Inc. shall be paid for the value of work completed plus the amount of materials and equipment suitably stored applied to the contract sum less the aggregate of previous payments to B&C Fire Safety, Inc. Final payment shall be due 30 days after the work described in this proposal is substantially completed unless otherwise stated in the proposal. No provision of this agreement shall serve to void the Seller's entitlement to payment for properly performed work or suitably stored material.  
B. The Buyer will make no demand for liquidated damages in any sum in excess of such amount as may be specifically named in the proposal, provided, however, no liquidated damages shall be assessed for delays or causes attributable to other Subcontractors or arising outside the scope of this proposal.
2. The Buyer will withhold no more retention from the Seller than is being withheld by the Owner from the Buyer with respect to the Seller's work.
3. No back charges or claim of the Buyer for services shall be valid except by an agreement in writing by the Seller before the work is executed, except in the case of the Seller's failure to meet any requirement of the subcontract agreement. In such event, Buyer shall notify Seller of such default, in writing, and allow the Seller more reasonable time to correct any deficiency before incurring any cost chargeable to the Seller.
4. All sums not paid when due shall bear interest at the rate of 1.5% per month from due date until paid or the maximum legal rate permitted by law whichever is more; and all costs of collection including a reasonable attorney's fee shall be paid by Buyer.
5. If the Buyer fails to make payment to B&C Fire Safety, Inc. as herein provided, then B&C Fire Safety, Inc. may, after forty-eight (48) hours written notice, stop work without prejudice to any other remedy he may have.
6. A. Buyer is to prepare all work areas so as to be acceptable for the work of B&C Fire Safety, Inc. under the contract. B&C Fire Safety, Inc. will not be called upon to start work until sufficient areas are ready to insure continued work until job completion.  
B. Items to be supplied by Buyer. The buyer shall furnish all temporary site facilities including suitable storage space, hoisting, temporary electrical and water at no costs to Seller.
7. After acceptance of this proposal provided B&C Fire Safety, Inc. shall be given a reasonable time in which to make delivery of materials and/or labor to commence and complete the performance of the contract.
8. B&C Fire Safety, Inc. shall not be responsible for damage to its work by other parties. Any repair work necessitated by said damage will be considered as an order for extra work.
9. Overtime, B&C Fire Safety, Inc. is obligated to perform the work only during its regular working hours. All work performed outside of such hours shall be charged for at rates or amount agreed upon by the parties at the time overtime is authorized.
10. Buyer shall purchase and maintain property insurance upon the full value of the entire work and/or materials to be supplied which shall include the interest of B&C Fire Safety, Inc.
11. B&C Fire Safety, Inc. will not be responsible for meeting construction schedule imposed after the date of the execution of this proposal. If overtime is required to meet such a later imposed construction schedule, Buyer shall pay B&C Fire Safety, Inc. for such overtime in addition to the Contract price unless prior arrangements or agreements are made.
12. Any additional sprinklers or other additional materials and/or labor required due to alterations or additions to the premises or resulting from obstructions along the ceiling not in position or not shown on plans furnished by Buyer or Buyer's Agent at the time that B&C Fire Safety, Inc.'s survey was made, are not Contract work and are to be considered additional work to be paid for by Buyer and will be designed, signed, and dated on a Field Work form of B&C Fire Safety, Inc. or other appropriate form of Buyer.
13. Seller's Liability. B&C Fire Safety, Inc. shall not be liable for any damage caused in the performance of work due to concealed piping, wires, fixtures, or other equipment, unless located for B&C Fire Safety, Inc. by Buyer, or the character, condition, or use of any foundations, walls, or other structures not erected by B&C Fire Safety, Inc. B&C Fire Safety, Inc. shall not be liable or accountable for the condition of the water supply or other adjunct of the system furnished by the Buyer or a third party. B&C Fire Safety, Inc. shall not be liable for delays, discontinuance of work, loss or damages, incident to casualties, fires, acts of the elements, labor difficulties, governmental regulations, shortages of materials or labor, and causes beyond its control. In no event shall B&C Fire Safety, Inc. be liable for loss of anticipated profits, or loss of use of property in which the equipment is installed, or other consequential damages.
14. Buyer's Liability. All loss or damage from any cause (not the fault of B&C Fire Safety, Inc.) to the materials, tools, equipment, work or workmen of B&C Fire Safety, Inc. or its agents or subcontractors while in and about the premises shall be borne and paid for by Buyer. When any underground work is involved in the installation and it becomes necessary in the opinion of B&C Fire Safety, Inc. to install equipment at a depth greater than that required by the Specifications, or if water, quicksand, rock, or other unforeseen obstructions are encountered, Buyer shall pay to B&C Fire Safety, Inc., as an extra to the contract price, any additional expense to B&C Fire Safety, Inc. caused thereby.
15. B&C Fire Safety, Inc. reserves the right to receive a Fair and Reasonable extra to original contract price as a result of latent physical conditions at the site. In the case of actual site conditions and contract documents which are at variance, B&C Fire Safety, Inc. reserves the right to recover extra compensation by extras added to the original contract price.
16. Claims. Any claims by Buyer against B&C Fire Safety, Inc. arising hereunder must be presented in writing with particulars to B&C Fire Safety, Inc. within fifteen (15) days after they arise; otherwise B&C Fire Safety, Inc. shall have no liability in respect thereof.
17. Title. Until full payment by Buyer of all amounts to be paid hereunder, B&C Fire Safety, Inc. retains title to the material and equipment furnished hereunder, whether or not the same is attached to the realty, and the same shall be considered as personal property. B&C Fire Safety, Inc. However, reserves the right to change this conditional sale to an absolute sale at any time and to pursue any statutory or other remedies in such cases, made and provided. When and if requested by B&C Fire Safety, Inc., Buyer will duly acknowledge this contract and will execute, acknowledge, and deliver to B&C Fire Safety, Inc. such other instructions as may be appropriate to constitute the equipment as security for the price to be paid by Buyer, or to enable B&C Fire Safety, Inc. to comply with the applicable filing, recording, or other laws of the state.
18. Warranty. All workmanship is guaranteed against defects in workmanship for a period of one year from the date of installation. This warranty is in lieu of all other warranties, express or implied, including any warranties of merchantability or fitness for a particular purpose. The exclusive remedy shall be that Seller will replace or repair any part of its work which is found to be defective. Seller will not be responsible for special, incidental, or consequential damages. Seller shall not be responsible for damage to its work by other parties or for improper use of equipment by others.
19. Default by Buyer. If Buyer defaults in any payment herein required; or becomes subject to insolvency, receivership, or bankruptcy proceedings, or makes an assignment for the benefit of creditors; or transfer or mortgages the equipment or the premises in which the equipment is installed; or any lien is placed on said equipment or premises (other than liens for taxes); or the equipment or premises (other than liens for taxes); or the equipment or the premises are seized or attached by process of law, then in any such event B&C Fire Safety, Inc. may enter upon the premises, turn off the water and remove the equipment or any part thereof and may invoke such other or additional remedies as may be provided by law. Buyer shall reimburse B&C Fire Safety, Inc. for the expenses incurred in removing said equipment. Buyer further agrees to pay interest at the maximum rate allowed by law on any payment in default. If B&C Fire Safety, Inc. employs an attorney because of default by the Buyer, then the Buyer agrees to pay court costs and reasonable attorney fees.
20. Nothing in this agreement shall serve to void Seller's right to file a lien or claim on its behalf in the event that any payment to Seller is not timely made. Upon acceptance of this proposal, B&C Fire Safety, Inc. proposes to a Buyer has the right to expect that:
  1. B&C Fire Safety, Inc. will be on the job each day that is required, and work diligently until the scope of work, herein stated, is complete and satisfactory.
  2. B&C Fire Safety, Inc. will purchase the proper permitting and will comply with all state and local codes and ordinances from the design portion through the complete product of the scope of work herein stated. B&C Fire Safety, Inc. will further route all plans and drawings to Buyer ad representatives for approval, when applicable, and to all local and state authorities and insurance underwriters, as is necessary, and will provide Contractor's Test and Material Certificates where applicable.
  3. B&C Fire Safety, Inc. will be responsible to the buyer for all reasonable job rules of order, including cleanup, coordination with other trades as is necessary, and reporting and coordination with Buyer's representative.
  4. B&C Fire Safety, Inc. will be responsible to the Buyer for compliance with all safety rules and regulations during the conduct of B&C Fire Safety, Inc.'s performance on and in connection with this project. In cases of lesser standards, B&C Fire Safety, Inc. will continue to abide by its company standard; B&C Fire Safety, Inc. Safety Program and Accident Prevention Program.
  5. B&C Fire Safety, Inc. will accomplish a complete installation as per the scope of this proposal and as the terms and conditions of the proposal are met. Acceptance of this proposal by Buyer shall be acceptance of all terms and conditions recited herein which shall supersede any conflicting term in any other contract document. Any of the Buyer's terms and conditions in addition or different from this proposal are objected to and shall have no effect. Quotations hereon, unless otherwise stated, are for immediate acceptance and subject to change.



**From** | **Century Fire Protection  
(713)**  
4325 Lafayette Street  
Marianna FL 32446

**Quote No.** | **2079266**  
Type | Installation  
Prepared By | John Kempton  
Created On | 09/12/2025  
Valid Until | 03/31/2026

**Quote For** | **Grand Panama**  
Grand Panama Tower #1  
11807 Front Beach Road  
Panama City Beach FL  
32407

## Description of Work

**Scope of work:** Century Fire Protection proposes to replace the existing proprietary EVACS fire alarm system with a non-proprietary Potter addressable EVACS fire alarm system for the Grand Panama Condominiums Tower #1. All headend equipment and addressable field devices will be replaced. It is assumed that all existing cabling is free of opens, shorts, and grounds. Add options have been provided to allocate a fixed amount of time and material to troubleshoot/replace cabling and system devices not covered in the base price (non-addressable devices, and certain cabling segments).

It is assumed that what is being proposed will be accepted by the local AHJ. We have a verbal approval for the scope of work being proposed. Functionality of the system will remain the same. Fire fighter phones/jacks will not be required to remain active. All jacks and phones will be removed/blank plated. In the event of an alarm the evacuation signal will sound on the floor of incidence, and an alert will be sounded on the floors above and below. This will be a two-channel system where the FDP can page (live microphone) into a floor and still have the evacuation/alert tone keep sounding on the other floors.

Central station monitoring configuration will change. Currently, all that is sent to the CMS is a general alarm, trouble, and supervisory signal. With this upgrade a dialer will be installed, and we will be communicating to the CMS point to point (high level of detail - location, event/device type). The scope of work provided will be turn-key where we will provide permitting, physical installation, programming, testing/commissioning, demo/removal of old equipment, training, and closeout documentation (record of completion, datasheets, battery calculations).

The local fire department will require a site survey to be completed to verify if a BDA system will be required. Site survey pricing will be provided in a different proposal. The results of the site survey will determine if a BDA system will be required or not. After the site survey has been completed, and if a BDA system is determined to be required, another proposal will be provided to install the required BDA system.

### Conditions:

1. Quote is valid for 30 days from proposal date.
2. Price includes applicable taxes and normal freight charges. Additional charges will apply to expedited orders.
3. The proposal provided includes only the material listed and labor is estimated based upon the quantities listed for the work activities/services to be performed. If additional equipment is needed to complete the realized scope of work, it may come at an additional charge. At time of discovery the customer will be informed and plan of action on how to proceed will be presented.
4. If a fire watch is required/needed during system downtime while the scope of work is being performed, it will be performed by others.
5. We will coordinate/schedule with the elevator contractor to make new connections to the existing controllers and to perform testing. Labor costs for the elevator vendor meet will be covered by the customer.

### Site Conditions/Scheduling:

1. Work to be performed during normal business hours (Monday - Friday, 8 AM to 5 PM) unless proposal states otherwise.
2. Access to all location areas where work is to be performed shall be provided without reasonable delay.
3. If needed/required, an escort shall be provided in tenant occupied or secured areas of the location.
4. Customer to provide required notifications to all entities that will be impacted by the scope of work to be complete. Additional charges may be incurred if additional time and/or trips are needed due to lack of notification to impacted entities.
5. Refusal or rescheduling of scheduled work once on site or with less than 24 hours' notice may result in trip and service charges appropriately based on location and manpower that was made available.
6. Customer to inform Century Fire Protection of any safety hazards in the building.

### Work Activities/Services:

- Permitting/Plan Review
- Design/Engineering
- Physical Installation
- Programming
- Commissioning
- End User Training
- Closeout Documentation (Record of Completion, Inspection/Test)

**Equipment List:**

- See breakout below

**Inclusions:**

1. Work activities listed
2. Services listed
3. Equipment listed

**Exclusions:**

1. Dedicated 120VAC branch circuit(s) to be provided by others at headend control unit locations, where needed.
2. Grounding conductor of appropriate gauge bonded to ground to be provided by others at surge arresting equipment locations.
3. All required fire stopping will be completed by others.
4. Sheetrock repair, painting, and patching or ceiling tile replacement/provision not included, to be completed and/or provided by others.
5. Payment/performance bonds are excluded from our pricing (they can be added for an additional cost to the base bid).
6. Excludes 3D-BIM CAD drafting and modeling
7. Any third-party review if needed.
8. Non-standard Insurance requirements/special endorsements/OCIP/CCIP.
9. Safety requirements which exceed those of our published Safety Manual.
10. Local AHJ requirements which exceed applicable codes and standards that are currently adopted by the State of Florida.

**Adds/Deducts:**

1. Add - Cable Repair/Replacement (2) technicians for (1) Week - NTE @ \$10,000.00 (labor only), Cabling will be up to \$350.00 per 1000' used.
2. Add - Fire Sprinkler Flow/Tamper Conduit Re-work @ \$200.00ea.
3. Add - Outdoor Speaker/Strobe Replacement @ \$350.00ea.
4. Add - Indoor Speaker/Strobe Replacement @ \$200.00ea.
5. Add - Indoor Speaker Only Replacement @ \$150.00ea.
6. Add - Fire fighter phone jack Replacement @ \$150.00ea.
7. Add - Rate Anticipation Heat Detector @ \$175.00ea.

Note: Adds 2-7 include labor and material. We are allocating (1) labor of time to remove/replace and retest individual devices needing to be replaced.

**Warranty:**

- One-year parts and labor from commissioning date.

Note: Warranty will be limited to normal use and will not cover "Acts of God" including but not limited to Lightning, Power Surges, Human Interference, Tampering, ETC, as determined by Century Fire Protection or approved mutually agreed upon 3rd Party Investigator.

**Services to be completed**

**[Fire Alarm] Location - Building**

Fire Alarm System Upgrade - Headend and Addressable Field Devices

<b>SUBTOTAL</b>	\$148,525.00
<b>TAX @ 7.0%</b>	\$5,654.25
<b>SERVICE TOTAL</b>	<b>\$154,179.25</b>

---

<b>SUBTOTAL</b>	\$148,525.00
<b>TAX @ 7.0%</b>	\$5,654.25

## Terms and Conditions

### TERMS AND CONDITIONS

#### CANCELLATION

CFPs Proposal, when accepted, and any resulting contract, are not subject to cancellation, suspension, or reduction in amount, except with CFPs written consent and upon terms which reimburse CFP for any costs incurred including overhead and profit not to exceed face value of the agreement.

#### PRICES

In addition to the prices specified herein, Subscriber shall pay for all extra work requested by Subscriber or made necessary because of incompleteness of or inaccuracy in plans or other information submitted by Subscriber with respect to location, type of occupancy, or other details of work to be performed hereunder. If the work to be furnished hereunder constitutes an addition to Subscribers existing facilities, Prices and delivery and completion dates quoted herein are based on information, if any with respect to layout of such facilities now contained in CFPs engineering records. In the event of layout of Subscribers facilities has been altered, or is altered prior to completion of this contract, Subscriber shall advise CFP of any alterations, and such prices and delivery and completion dates quoted herein shall be changed by CFP as may be required because of such alterations. Unless prices are stated by CFP in this or other documents forming part of this contract, the prices applicable to the extra work performed shall be CFPs prices in effect at that time.

#### PAYMENT

Subscriber agrees that payment to CFP shall not be contingent upon settlement of any insurance claim of Subscriber. Final payment shall be in all cases due to payment within (30) days after final billing. A service charge will be charged and added to the prices on all payments past due and owed by the Subscriber under this contract, and at a rate of 18% per annum, or if such rate is prohibited under applicable law, then at such lower rate as is the maximum rate permitted to be contracted for under such applicable law. Subscriber shall pay any reasonable attorney fees incurred in the collection of past due accounts.

#### DELAYS / FORCE MAJEURE

No deadline for completion of work hereunder shall be binding unless agreed to in writing in advance by CFP. CFP shall not be liable for any damage or penalty for any delays, default, or failure to perform due to act of God, acts of omissions of the Subscriber, acts of civil or military authorities, Government regulations or priorities, fires, lightning, severe weather, water, epidemics, quarantine restrictions, war, riots, strikers, differences with workmen, accidents to machinery, car shortages, inability to obtain necessary labor, materials or manufacturing facilities, delay in transportation, defaults of CFPs subcontractors, failure of or delay in furnishing correct or complete information by Subscriber with respect to location, timing, or other details of work to be performed hereunder, impossibility or impracticability or performance of any other causes beyond the control of the CFP, whether or not similar to the foregoing. In the event of any delay caused as aforesaid, the completion of work shall be extended for a period equal to any such delay, and this contract shall not be void or voidable as a result of any such delay. In case work is temporarily discontinued by reason of any of the foregoing all unpaid installments of the contract price, less an amount equal to the value of material and labor not furnished shall be due and payable upon receipt of invoice.

#### EXCAVATION

When the CFP does the excavating, if water, quick-sand, rocks, or other unforeseen obstructions are encountered or shoring is required, Subscriber shall pay for as extra to the contract price and additional work involved at CFPs price for such work then in effect.

#### SITE FACILITIES

Subscriber shall furnish access to all necessary facilities for performance of its work by CFP, adequate space for storage and handling of material, Light, water, heat, local telephone, watchman and crane and elevator service, if available, and necessary permits. Keys for all areas, including mechanical, electrical, telephone and rooftop areas, shall be provided to allow access to areas where peripheral devices may be located. If keys are not available, Subscriber agrees to provide the necessary equipment to reach inaccessible equipment and peripheral devices. Subscriber agrees to provide suitable electrical service. If available, blueprints, wiring diagrams or as built drawings shall be provided showing location of all devices connected to the main fire control panel, the fire system(s) and any portable fire extinguishers. Subscriber acknowledges that the fire authorities may require that a copy of inspection reports be furnished, and Subscriber recognizes that those reports may result in requirement by the fire authorities that changes be made in Subscribers premises. Where the wet pipe system is installed, the Subscriber assumes full responsibility for indicating where all dry system(s) low point drains to the CFPs service personnel during the course of the CFPs work, to prevent the possible subsequent freezing of these sections of the piping system(s), if they are not drained.

#### STRUCTURE AND SITE CONDITIONS

While employees of CFP will exercise reasonable care in this respect, CFP shall be under no responsibility for loss or damage due to the character, condition or user of foundations, walls or other structures not erected by it or resulting for excavation in proximity thereto, nor for damage resulting from concealed piping, wiring, fixtures, or other equipment or condition of water pressure. All shoring or protection of foundations, walls or other structures subject to being disturbed by an excavation required hereunder shall be the responsibility of the Subscriber unless otherwise specified. Subscriber warrants the sufficiency of the structure to support the sprinkler system and its related equipment (including tanks). The Subscriber shall have all things in readiness for installation, including but not limited to, other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event the Subscriber shall fail to have all things in readiness for erection at the time of receipt of the materials at the place of erection the Subscriber shall reimburse CFP for any and all expenses caused by such failure to have things in readiness. Failure to make areas available to CFP during

performance in accord with schedules which are the basis of CFPs proposal shall be considered a failure to have all things in readiness for erection in accord with the terms of this contract.

#### **LIMITATIONS OF LIABILITY**

CFP shall not be liable for any claim for direct, indirect, or consequential damages whether or not such claim is based in contract or tort or occasioned by CFPs active or passive negligence, including without limitation, damages arising from the use, loss of use, performance or failure of any equipment or systems. Subscriber shall be solely responsible for compliance with all applicable State, federal and local fire codes and other regulatory requirements, including without limitation, the timing and performance of all inspections required by any such authorities. To the maximum extent allowed by law, CFPs liability on any claim for loss or liability arising out of or connected with this contract or any obligation resulting thereof or the manufacture, fabrication, sale, delivery, inspection, installation or use of any materials or system shall be limited to repair or replacement of materials or workmanship as set forth in the paragraph entitled Warranty and shall in no event exceed the amount paid by the Subscriber for the applicable product or service hereunder. Unless specifically included in the work order, CFP shall not be responsible for any maintenance, repairs, alterations, parts replacement or field adjustments.

#### **WARRANTY**

CFP agrees that for a period of ninety (90) days after completion of work performed hereunder, it will, at its expense, repair or replace and defective materials or workmanship supplied or performed by CFP. As used herein, the term defective means failure to conform to professional workmanship standards or with manufacturer specifications. It is understood that the CFP does not warrant the operation of the system or that work or equipment provided by the CFP will detect or prevent the occurrences that the work or equipment was designed to detect or prevent. CFP warrants the products of other manufacturers supplied hereunder only to the extent of the warranty of the respective manufacturer can be passed to the Subscriber. CFPs warranty expressly excludes, without limitation, coverage for any damages, defects, or other conditions associated with or caused by Microbiologically Induced Corrosion (MIC), water or flooding, mold, defects, misuse, or recall of products or components manufactured by third parties, inadequate water supply, defects in installation by third parties, any sheet rock repair or painting of pipe and CFP shall have no liability or obligation whatsoever with respect to any damages, defects or other conditions associated with or caused by any of the above. For purposes of these Terms and Conditions, MIC includes any electromechanical corrosion process that is concentrated and accelerated by the activity of specific bacteria within a fire sprinkler system, resulting in the premature failure of metallic system components. EXCEPT AS EXPRESSLY SET FORTH HEREIN, CFP DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

#### **IDEMNITY**

CFP shall not be liable for claims, losses, or damages arising from any act or omission of Subscriber, including without limitation, Subscribers failure to activate or authorize the operation of any portion of the system or Subscribers modifications, alterations, or adjustments to any of the equipment or systems. Subscriber agrees to indemnify, defend, and hold harmless CFP from and against any and all liability, claims, losses, costs, including reasonable attorneys fees, incurred in connection with any third party claim arising from or related to (i) CFPs provision of products or services hereunder; or (ii) and acts or omissions of Subscriber. CFP reserves the right to select counsel to represent in such action.

#### **CHANGES, ALTERATIONS, ADDITIONS**

Changes, Alterations, and additions to the plans, specs, or construction schedule for this contract shall be invalid unless approved in writing by CFP. For any such changed approved by CFP in this manner, which will increase or decrease the cost and expense of work to CFP, there shall be a corresponding increase or decrease in the contract price herein provided. The value of the additional work shall be agreed upon prior to the performance of said work. However, if no agreement is reached prior to the performance of additional work approved in the manner herein described, and CFP elects to continue performance so as to avoid delay, the estimate of CFPs estimating department as to the value of the work shall be deemed acceptable by the Subscriber.

#### **SPRINKLER TESTING**

CFP will only test new work under high pressure and high pressure tests required on the existing sprinkler system(s) will be done as extra to the contract price. All work required to make the existing sprinkler system(s) tight or to rearrange sprinkler lines to ensure proper drainage of such system(s) including any necessary removal of built up scale, foreign materials, or wet sediment for dry system(s) piping is the responsibility of the Subscriber, and will be done as extra to the contract price. The Subscriber assumes full responsibility for the condition of the existing sprinkler system(s) for water or other damage resulting directly or indirectly from such condition of the application or test or flushing pressures, and for any damage, defects or other conditions associated with or caused by MIC.

#### **5 YEAR INTERNAL INSPECTION/FLUSHING**

Said inspection is intended to point out any blockage or adverse conditions such as excessive corrosion inside the pipe that may cause a system malfunction.

This service is intended to simulate the stress put on a system in the event of activation. Said stress may expose existing system weak points causing leaks. Customer acknowledges the risk of potential system leaks and understands that Century Fire Protection shall have no liability for damage caused by these leaks. Customer hereby agrees to indemnify and hold harmless Century Fire Protection from any and all claims, losses or damages arising from testing of the fire sprinkler system.

#### **ARBITRATION**

Any Controversy or claim arising out of or relating to this contract or the breach thereof shall be settled exclusively by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrator(s) may be entered into any court having jurisdiction thereof. Any Arbitration proceedings shall be held in Atlanta, Georgia.

#### **OVERTIME**

Unless otherwise specified by Subscriber, all installation work will be performed during normal business hours. If Subscriber shall require any overtime labor, Subscriber agrees to reimburse CFP for the overtime premium on the same. If overtime labor is required on an emergency basis, Subscriber agrees to reimburse CFP for the same.

**INCIDENTAL LOSSES**

All loss or damage from any cause (not the fault of the CFP) to the materials, tools, equipment, work or workmen of the CFP or its agents or subcontractors while in or about the premises of the Subscriber shall be borne and paid for by the Subscriber.

**DEFAULT**

In case of any default by the Subscriber, CFP may declare the contract price or all unpaid installments thereof to be immediately due and payable (whether or not said work shall have been completed). All such remedies of CFP are cumulative and not exclusive. Default by Subscriber shall consist of: Failure to pay an installment of price when due, no demand being necessary, or any act or omission on the part of Subscriber whereby CFP is prevented from completing any work hereunder, or receivership, bankruptcy, assignment for the benefit of creditors of any other form of insolvency proceedings by or against Subscriber or in case the Subscribers premises or sprinkler system shall be attached, lien, seized by process of law and such attachment or lien is not vacated or seizure is not terminated within ten (10) days after its occurrence.

**OSHA AND ASBESTOS**

Subscriber agrees to indemnify and hold harmless the CFP from and against any claims, demands or damages, including reasonable attorneys fees, resulting from the enforcement of the Occupational Safety Health Act (Public Law 91-596). In the event that the CFPs employees or others are or may be exposed to asbestos fibers during the performance of this contract, all additional cost necessary to protect such individuals, including but not limited to all cost for Qualified Laboratory Sample Test of any work area for asbestos exposure concentrations, shall be paid by Subscriber and Subscriber agrees to indemnify CFP against all claims, demands, injury or damage arising from such exposure.

**GOVERNING LAW**

This contract shall be governed by the laws of the State of Georgia, without reference to any conflict of laws principles.

**ENTIRE AGREEMENT**

This contract, together with any Service Agreement between CFP and Subscriber, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements. This Agreement may not be amended or modified, except by a further written agreement signed by an authorized representative of CFP. In the event of a conflict between any provision of this contract and any Service Agreement between the CFP and Subscriber, this contract shall govern.

**ASSIGNMENT**

Subscriber shall not assign the Agreement, or any rights or obligations herein, without the prior written consent of CFP. CFP shall have the right to assign all or any part of this Agreement to another at any time and without the consent of the Subscriber.

**SEVERABILITY**

Any provision of this Agreement that is prohibited or unenforceable shall not affect the enforceability of the other provisions of this Agreement.

By my signature below, I authorize work to begin and agree to pay the Grand Total according to the terms and conditions of this agreement.

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

Signature: \_\_\_\_\_



**From** | **Century Fire Protection  
(713)**  
4325 Lafayette Street  
Marianna FL 32446

**Quote No.** | **2087946**  
Type | Installation  
Prepared By | John Kempton  
Created On | 02/09/2026  
Valid Until | 03/31/2026

**Quote For** | **Grand Panama**  
Grand Panama Tower #2  
11800 Front Beach Road  
Panama City Beach FL  
32407

## Description of Work

**Scope of work:** Century Fire Protection proposes to replace the existing proprietary EVACS fire alarm system with a non-proprietary Potter addressable EVACS fire alarm system for the Grand Panama Condominiums Tower #2. All headend equipment and addressable field devices will be replaced. It is assumed that all existing cabling is free of opens, shorts, and grounds. Add options have been provided to allocate a fixed amount of time and material to troubleshoot/replace cabling and system devices not covered in the base price (non-addressable devices, and certain cabling segments).

It is assumed that what is being proposed will be accepted by the local AHJ. We have a verbal approval for the scope of work being proposed. Functionality of the system will remain the same. Fire fighter phones/jacks will not be required to remain active. All jacks and phones will be removed/blank plated. In the event of an alarm the evacuation signal will sound on the floor of incidence, and an alert will be sounded on the floors above and below. This will be a two-channel system where the FDP can page (live microphone) into a floor and still have the evacuation/alert tone keep sounding on the other floors.

Central station monitoring configuration will change. Currently, all that is sent to the CMS is a general alarm, trouble, and supervisory signal. With this upgrade a dialer will be installed, and we will be communicating to the CMS point to point (high level of detail - location, event/device type). The scope of work provided will be turn-key where we will provide permitting, physical installation, programming, testing/commissioning, demo/removal of old equipment, training, and closeout documentation (record of completion, datasheets, battery calculations).

The local fire department will require a site survey to be completed to verify if a BDA system will be required. Site survey pricing will be provided in a different proposal. The results of the site survey will determine if a BDA system will be required or not. After the site survey has been completed, and if a BDA system is determined to be required, another proposal will be provided to install the required BDA system.

### Conditions:

1. Quote is valid for 30 days from proposal date.
2. Price includes applicable taxes and normal freight charges. Additional charges will apply to expedited orders.
3. The proposal provided includes only the material listed and labor is estimated based upon the quantities listed for the work activities/services to be performed. If additional equipment is needed to complete the realized scope of work, it may come at an additional charge. At time of discovery the customer will be informed and plan of action on how to proceed will be presented.
4. If a fire watch is required/needed during system downtime while the scope of work is being performed, it will be performed by others.
5. We will coordinate/schedule with the elevator contractor to make new connections to the existing controllers and to perform testing. Labor costs for the elevator vendor meet will be covered by the customer.

### Site Conditions/Scheduling:

1. Work to be performed during normal business hours (Monday - Friday, 8 AM to 5 PM) unless proposal states otherwise.
2. Access to all location areas where work is to be performed shall be provided without reasonable delay.
3. If needed/required, an escort shall be provided in tenant occupied or secured areas of the location.

4. Customer to provide required notifications to all entities that will be impacted by the scope of work to be complete. Additional charges may be incurred if additional time and/or trips are needed due to lack of notification to impacted entities.
5. Refusal or rescheduling of scheduled work once on site or with less than 24 hours' notice may result in trip and service charges appropriately based on location and manpower that was made available.
6. Customer to inform Century Fire Protection of any safety hazards in the building.

**Work Activities/Services:**

- Permitting/Plan Review
- Design/Engineering
- Physical Installation
- Programming
- Commissioning
- End User Training
- Closeout Documentation (Record of Completion, Inspection/Test)

**Equipment List:**

- See breakout below

**Inclusions:**

1. Work activities listed
2. Services listed
3. Equipment listed

**Exclusions:**

1. Dedicated 120VAC branch circuit(s) to be provided by others at headend control unit locations, where needed.
2. Grounding conductor of appropriate gauge bonded to ground to be provided by others at surge arresting equipment locations.
3. All required fire stopping will be completed by others.
4. Sheetrock repair, painting, and patching or ceiling tile replacement/provision not included, to be completed and/or provided by others.
5. Payment/performance bonds are excluded from our pricing (they can be added for an additional cost to the base bid).
6. Excludes 3D-BIM CAD drafting and modeling
7. Any third-party review if needed.
8. Non-standard Insurance requirements/special endorsements/OCIP/CCIP.
9. Safety requirements which exceed those of our published Safety Manual.
10. Local AHJ requirements which exceed applicable codes and standards that are currently adopted by the State of Florida.

**Adds/Deducts:**

1. Add - Cable Repair/Replacement (2) technicians for (1) Week - NTE @ \$10,000.00 (labor only), Cabling will be up to \$350.00 per 1000' used.
2. Add - Fire Sprinkler Flow/Tamper Conduit Re-work @ \$200.00ea.
3. Add - Outdoor Speaker/Strobe Replacement @ \$350.00ea.
4. Add - Indoor Speaker/Strobe Replacement @ \$200.00ea.
5. Add - Indoor Speaker Only Replacement @ \$150.00ea.
6. Add - Fire fighter phone jack Replacement @ \$150.00ea.
7. Add - Rate Anticipation Heat Detector @ \$175.00ea.

Note: Adds 2-7 include labor and material. We are allocating (1) labor of time to remove/replace and retest individual devices needing to be replaced.

**Warranty:**

- One-year parts and labor from commissioning date.

Note: Warranty will be limited to normal use and will not cover "Acts of God" including but not limited to Lightning, Power Surges, Human Interference, Tampering, ETC, as determined by Century Fire Protection or approved mutually agreed upon 3rd Party Investigator.

## Services to be completed

## Fire Alarm

### Fire Alarm System Upgrade - Headend and Addressable Field Devices

<b>SUBTOTAL</b>	\$138,880.00
<b>TAX @ 7.0%</b>	\$4,839.10
<b>SERVICE TOTAL</b>	<b>\$143,719.10</b>

<b>SUBTOTAL</b>	\$138,880.00
<b>TAX @ 7.0%</b>	\$4,839.10
<b>GRAND TOTAL</b>	<b>\$143,719.10</b>

## Terms and Conditions

### TERMS AND CONDITIONS

#### CANCELLATION

CFPs Proposal, when accepted, and any resulting contract, are not subject to cancellation, suspension, or reduction in amount, except with CFPs written consent and upon terms which reimburse CFP for any costs incurred including overhead and profit not to exceed face value of the agreement.

#### PRICES

In addition to the prices specified herein, Subscriber shall pay for all extra work requested by Subscriber or made necessary because of incompleteness of or inaccuracy in plans or other information submitted by Subscriber with respect to location, type of occupancy, or other details of work to be performed hereunder. If the work to be furnished hereunder constitutes an addition to Subscribers existing facilities, Prices and delivery and completion dates quoted herein are based on information, if any with respect to layout of such facilities now contained in CFPs engineering records. In the event of layout of Subscribers facilities has been altered, or is altered prior to completion of this contract, Subscriber shall advise CFP of any alterations, and such prices and delivery and completion dates quoted herein shall be changed by CFP as may be required because of such alterations. Unless prices are stated by CFP in this or other documents forming part of this contract, the prices applicable to the extra work performed shall be CFPs prices in effect at that time.

#### PAYMENT

Subscriber agrees that payment to CFP shall not be contingent upon settlement of any insurance claim of Subscriber. Final payment shall be in all cases due to payment within (30) days after final billing. A service charge will be charged and added to the prices on all payments past due and owed by the Subscriber under this contract, and at a rate of 18% per annum, or if such rate is prohibited under applicable law, then at such lower rate as is the maximum rate permitted to be contracted for under such applicable law. Subscriber shall pay any reasonable attorney fees incurred in the collection of past due accounts.

#### DELAYS / FORCE MAJEURE

No deadline for completion of work hereunder shall be binding unless agreed to in writing in advance by CFP. CFP shall not be liable for any damage or penalty for any delays, default, or failure to perform due to act of God, acts of omissions of the Subscriber, acts of civil or military authorities, Government regulations or priorities, fires, lightning, severe weather, water, epidemics, quarantine restrictions, war, riots, strikers, differences with workmen, accidents to machinery, car shortages, inability to obtain necessary labor, materials or manufacturing facilities, delay in transportation, defaults of CFPs subcontractors, failure of or delay in furnishing correct or complete information be Subscriber with respect to location, timing, or other details of work to be performed hereunder, impossibility or impracticability or performance of any other causes beyond the control of the CFP, whether or not similar to the foregoing. In the event of any delay caused as aforesaid, the completion of work shall be extended for a period equal to any such delay, and this contract shall not be void or voidable as a result of any such delay. In case work is temporarily discontinued by reason of any of the foregoing all unpaid installments of the contract price, less an amount equal to the value of material and labor not furnished shall be due and payable upon receipt of invoice.

#### EXCAVATION

When the CFP does the excavating, if water, quick-sand, rocks, or other unforeseen obstructions are encountered or shoring is required, Subscriber shall pay for as extra to the contract price and additional work involved at CFPs price for such work then in effect.

## **SITE FACILITIES**

Subscriber shall furnish access to all necessary facilities for performance of its work by CFP, adequate space for storage and handling of material, Light, water, heat, local telephone, watchman and crane and elevator service, if available, and necessary permits. Keys for all areas, including mechanical, electrical, telephone and rooftop areas, shall be provided to allow access to areas where peripheral devices may be located. If keys are not available, Subscriber agrees to provide the necessary equipment to reach inaccessible equipment and peripheral devices. Subscriber agrees to provide suitable electrical service. If available, blueprints, wiring diagrams or as built drawings shall be provided showing location of all devices connected to the main fire control panel, the fire system(s) and any portable fire extinguishers. Subscriber acknowledges that the fire authorities may require that a copy of inspection reports be furnished, and Subscriber recognizes that those reports may result in requirement by the fire authorities that changes be made in Subscribers premises. Where the wet pipe system is installed, the Subscriber assumes full responsibility for indicating where all dry system(s) low point drains to the CFPs service personnel during the course of the CFPs work, to prevent the possible subsequent freezing of these sections of the piping system(s), if they are not drained.

## **STRUCTURE AND SITE CONDITIONS**

While employees of CFP will exercise reasonable care in this respect, CFP shall be under no responsibility for loss or damage due to the character, condition or user of foundations, walls or other structures not erected by it or resulting from excavation in proximity thereto, nor for damage resulting from concealed piping, wiring, fixtures, or other equipment or condition of water pressure. All shoring or protection of foundations, walls or other structures subject to being disturbed by an excavation required hereunder shall be the responsibility of the Subscriber unless otherwise specified. Subscriber warrants the sufficiency of the structure to support the sprinkler system and its related equipment (including tanks). The Subscriber shall have all things in readiness for installation, including but not limited to, other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event the Subscriber shall fail to have all things in readiness for erection at the time of receipt of the materials at the place of erection the Subscriber shall reimburse CFP for any and all expenses caused by such failure to have things in readiness. Failure to make areas available to CFP during performance in accord with schedules which are the basis of CFPs proposal shall be considered a failure to have all things in readiness for erection in accord with the terms of this contract.

## **LIMITATIONS OF LIABILITY**

CFP shall not be liable for any claim for direct, indirect, or consequential damages whether or not such claim is based in contract or tort or occasioned by CFPs active or passive negligence, including without limitation, damages arising from the use, loss of use, performance or failure of any equipment or systems. Subscriber shall be solely responsible for compliance with all applicable State, federal and local fire codes and other regulatory requirements, including without limitation, the timing and performance of all inspections required by any such authorities. To the maximum extent allowed by law, CFPs liability on any claim for loss or liability arising out of or connected with this contract or any obligation resulting thereof or the manufacture, fabrication, sale, delivery, inspection, installation or use of any materials or system shall be limited to repair or replacement of materials or workmanship as set forth in the paragraph entitled Warranty and shall in no event exceed the amount paid by the Subscriber for the applicable product or service hereunder. Unless specifically included in the work order, CFP shall not be responsible for any maintenance, repairs, alterations, parts replacement or field adjustments.

## **WARRANTY**

CFP agrees that for a period of ninety (90) days after completion of work performed hereunder, it will, at its expense, repair or replace and defective materials or workmanship supplied or performed by CFP. As used herein, the term defective means failure to conform to professional workmanship standards or with manufacturer specifications. It is understood that the CFP does not warrant the operation of the system or that work or equipment provided by the CFP will detect or prevent the occurrences that the work or equipment was designed to detect or prevent. CFP warrants the products of other manufacturers supplied hereunder only to the extent of the warranty of the respective manufacturer can be passed to the Subscriber. CFPs warranty expressly excludes, without limitation, coverage for any damages, defects, or other conditions associated with or caused by Microbiologically Induced Corrosion (MIC), water or flooding, mold, defects, misuse, or recall of products or components manufactured by third parties, inadequate water supply, defects in installation by third parties, any sheet rock repair or painting of pipe and CFP shall have no liability or obligation whatsoever with respect to any damages, defects or other conditions associated with or caused by any of the above. For purposes of these Terms and Conditions, MIC includes any electromechanical corrosion process that is concentrated and accelerated by the activity of specific bacteria within a fire sprinkler system, resulting in the premature failure of metallic system components. EXCEPT AS EXPRESSLY SET FORTH HEREIN, CFP DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

## **IDEMNITY**

CFP shall not be liable for claims, losses, or damages arising from any act or omission of Subscriber, including without limitation, Subscribers failure to activate or authorize the operation of any portion of the system or Subscribers modifications, alterations, or adjustments to any of the equipment or systems. Subscriber agrees to indemnify, defend, and hold harmless CFP from and against any and all liability, claims, losses, costs, including

reasonable attorneys fees, incurred in connection with any third party claim arising from or related to (i) CFPs provision of products or services hereunder; or (ii) and acts or omissions of Subscriber. CFP reserves the right to select counsel to represent in such action.

#### **CHANGES, ALTERATIONS, ADDITIONS**

Changes, Alterations, and additions to the plans, specs, or construction schedule for this contract shall be invalid unless approved in writing by CFP. For any such changed approved by CFP in this manner, which will increase or decrease the cost and expense of work to CFP, there shall be a corresponding increase or decrease in the contract price herein provided. The value of the additional work shall be agreed upon prior to the performance of said work. However, if no agreement is reached prior to the performance of additional work approved in the manner herein described, and CFP elects to continue performance so as to avoid delay, the estimate of CFPs estimating department as to the value of the work shall be deemed acceptable by the Subscriber.

#### **SPRINKLER TESTING**

CFP will only test new work under high pressure and high pressure tests required on the existing sprinkler system(s) will be done as extra to the contract price. All work required to make the existing sprinkler system(s) tight or to rearrange sprinkler lines to ensure proper drainage of such system(s) including any necessary removal of built up scale, foreign materials, or wet sediment for dry system(s) piping is the responsibility of the Subscriber, and will be done as extra to the contract price. The Subscriber assumes full responsibility for the condition of the existing sprinkler system(s) for water or other damage resulting directly or indirectly from such condition of the application or test or flushing pressures, and for any damage, defects or other conditions associated with or caused by MIC.

#### **5 YEAR INTERNAL INSPECTION/FLUSHING**

Said inspection is intended to point out any blockage or adverse conditions such as excessive corrosion inside the pipe that may cause a system malfunction.

This service is intended to simulate the stress put on a system in the event of activation. Said stress may expose existing system weak points causing leaks. Customer acknowledges the risk of potential system leaks and understands that Century Fire Protection shall have no liability for damage caused by these leaks. Customer hereby agrees to indemnify and hold harmless Century Fire Protection from any and all claims, losses or damages arising from testing of the fire sprinkler system.

#### **ARBITRATION**

Any Controversy or claim arising out of or relating to this contract or the breach thereof shall be settled exclusively by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrator(s) may be entered into any court having jurisdiction thereof. Any Arbitration proceedings shall be held in Atlanta, Georgia.

#### **OVERTIME**

Unless otherwise specified by Subscriber, all installation work will be performed during normal business hours. If Subscriber shall require any overtime labor, Subscriber agrees to reimburse CFP for the overtime premium on the same. If overtime labor is required on an emergency basis, Subscriber agrees to reimburse CFP for the same.

#### **INCIDENTAL LOSSES**

All loss or damage from any cause (not the fault of the CFP) to the materials, tools, equipment, work or workmen of the CFP or its agents or subcontractors while in or about the premises of the Subscriber shall be borne and paid for by the Subscriber.

#### **DEFAULT**

In case of any default by the Subscriber, CFP may declare the contract price or all unpaid installments thereof to be immediately due and payable (whether or not said work shall have been completed). All such remedies of CFP are cumulative and not exclusive. Default by Subscriber shall consist of: Failure to pay an installment of price when due, no demand being necessary, or any act or omission on the part of Subscriber whereby CFP is prevented from completing any work hereunder, or receivership, bankruptcy, assignment for the benefit of creditors of any other form of insolvency proceedings by or against Subscriber or in case the Subscribers premises or sprinkler system shall be attached, lien, seized by process of law and such attachment or lien is not vacated or seizure is not terminated within ten (10) days after its occurrence.

#### **OSHA AND ASBESTOS**

Subscriber agrees to indemnify and hold harmless the CFP from and against any claims, demands or damages, including reasonable attorneys fees, resulting from the enforcement of the Occupational Safety Health Act (Public Law 91-596). In the event that the CFPs employees or others are or may be exposed to asbestos fibers during the performance of this contract, all additional cost necessary to protect such individuals, including but not limited to all cost for Qualified Laboratory Sample Test of any work area for asbestos exposure concentrations, shall be paid by Subscriber and Subscriber agrees to indemnify CFP against all claims, demands, injury or damage arising from such exposure.

#### **GOVERNING LAW**

This contract shall be governed by the laws of the State of Georgia, without reference to any conflict of laws principles.

**ENTIRE AGREEMENT**

This contract, together with any Service Agreement between CFP and Subscriber, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements. This Agreement may not be amended or modified, except by a further written agreement signed by an authorized representative of CFP. In the event of a conflict between any provision of this contract and any Service Agreement between the CFP and Subscriber, this contract shall govern.

**ASSIGNMENT**

Subscriber shall not assign the Agreement, or any rights or obligations herein, without the prior written consent of CFP. CFP shall have the right to assign all or any part of this Agreement to another at any time and without the consent of the Subscriber.

**SEVERABILITY**

Any provision of this Agreement that is prohibited or unenforceable shall not affect the enforceability of the other provisions of this Agreement.

By my signature below, I authorize work to begin and agree to pay the Grand Total according to the terms and conditions of this agreement.

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

Signature: \_\_\_\_\_



# PROPOSAL

**Advanced Fire Protection Services Inc.**  
37 Tupelo Avenue – Ft. Walton Beach, FL 32548  
Ft. Walton Beach, FL 850 244-2026  
Panama City, FL 850 236-0620  
Tallahassee, FL 850 249-8999  
[www.wesavelives.com](http://www.wesavelives.com)

## SALES AND SERVICE

- ✓ FIRE EXTINGUISHERS AND CABINETS
- ✓ RESTAURANT SUPPRESSION SYSTEMS
- ✓ LIFESAFETY SYSTEM INSPECTIONS
- ✓ SERVICE AND NEW CONSTRUCTION
- ✓ FIRE SPRINKLER SYSTEMS
- ✓ FIRE ALARM SYSTEMS
- ✓ ALARM SYSTEM MONITORING
- ✓ SECURITY SYSTEMS
- ✓ CAMERA SYSTEMS
- ✓ FIRE/JOCKEY PUMP SYSTEMS
- ✓ NURSE CALL SYSTEMS
- ✓ CARD ACCESS SYSTEMS

FL CERTIFIED ALARM	EF0000775
FL CERTIFIED ALARM	EF20001798
FL CERTIFIED FIRE PROTECTION I	306800-0001-1998
FL CERTIFIED FIRE PROTECTION I	FPC24-000015
FL CERTIFIED FIRE PROTECTION II	FPC22-000059
FL CERTIFIED PREENGINEERED	53648200011989
FL CERTIFIED GC	CGC028802

## CLIENT INFORMATION

**Company:** Grand Panama Beach Resort  
**Address:** 11807 Front Beach Road  
Panama City Beach, FL 32407  
**Contact:** Lindsay Williams  
**Phone:** (850) 585 7015  
**Email:** [lindsay.williams@fsresidential.com](mailto:lindsay.williams@fsresidential.com)

## PROJECT SITE INFORMATION

**Project:** Grand Panama Beach Resort EST3-EST4  
**Address:** 11807 Front Beach Road  
Panama City Beach, FL 32407  
**AFPS Rep:** Michael Sudheimer  
**AFPS Rep Email:** [michaels@wesavelives.com](mailto:michaels@wesavelives.com)  
**AFPS Rep Phone:** (850) 276 2600  
**Date:** September 29, 2025  
**Proposal No.:** 70814

**Advanced Fire Protection Services Inc. respectfully submits this proposal for services indicated. Our goal is to evaluate all the conditions involved with its preparation. If you have questions, please contact your AFPS Estimator indicated above for clarification. Thank you for considering Advanced Fire Protection Services Inc.!**

**WE PROPOSE to furnish the above-described services for the sum of: \$155,019.00**

**ONE HUNDRED FIFTY FIVE THOUSAND NINETEEN DOLLARS and ZERO CENTS**

**PAYMENT METHOD: 50/SOV**

### ACCEPTANCE:

The undersigned Client agrees to the above-described pricing, and payment terms. All attached proposal, scope of work, terms and conditions apply and are made apart hereof. Once signed this proposal becomes the contract for the work. If this Agreement is signed by a person other than the client, he or she certifies by their signature hereon that they are authorized to act as the client's owner agent and as such may enter into binding agreement(s) on behalf of the client. The Client Authorized Agent also has authority to authorize work on the project as described under the project site information.

\_\_\_\_\_  
Client Authorized Agent (Print)

\_\_\_\_\_  
Client Title

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Date of Acceptance

**Scope of Work:** AFPS to provide all labor and materials to replace both tower I & II EST3 fire alarm systems with upgraded EST-4 fire alarm systems. This proposal is to replace the existing controls, add 120VAC surge protection to the system. Replacement of the in field devices are not included in the proposal, it does not assume any additional design for code compliance and is subject to the approval by the authority having jurisdiction. None of the existing devices will need to be replaced, as long as they are in good working order, all legacy Edwards devices are compatible with new EST fire alarm systems. This proposal does include up to 5 days of troubleshooting time in both towers as Tower I had 115 troubles & Tower II had 15 troubles. If any devices or wiring are found to be deficient a separate proposal will be submitted for any repairs required. IF the AHJ requires any performance upgrades to the system such as but not limited to staged evacuation, the customer will be responsible for any extra cost incurred for parts and labor for that requirement. Customer will be required to provide all monitoring information for programming purposes prior to fire marshal's final inspection. Upon completion of upgrade AFPS will schedule and preform a full function test of the fire alarm system, requiring all systems to be tested fully as required by NFPA-72.

The Edwards Fire Alarm Systems are fully backwards compatible with their peripheral devices, meaning that in the future, if the fire alarm panel needs to be replaced due to damage from acts of god, obsolescence or other reasons, the devices in the field can remain if in good working order and only the panel will be replaced, thus saving the customer time and money on replacement.

**Under no circumstances shall any party other than AFPS or its authorized personnel access, modify, repair, or otherwise interfere with the internal circuitry, wiring, or electronic components of the fire alarm control panel. Any unauthorized access or modification shall constitute a breach of contract and may void any warranties or service agreements in place."**

**Proposal Includes:**

- Equipment/devices shall be UL listed for the intended use
- All applicable permit fees and taxes

**Proposal does not include:**

- AC power to control panel(s), dedicated breaker not less than 20 amps (already in place)
- Engineers review, signature & seal fee if required
- CAD files from Architect/Engineer
- Installation of conduit and boxes, as needed
- Sprinkler flow & tamper switch devices
- Elevator Power Shunt Trip Breaker
- Repair or replace walls and/or ceilings
- P&P Bond
- Fire watch if required

## TERMS AND CONDITIONS:

1. AFPS and Advanced Fire Protection Services, Inc. are considered to be the same binding entity.
2. Please be aware: Due to worldwide supply chain and delivery challenges beyond our control; we are currently experiencing delays in the delivery of materials and equipment from manufacturers. No timeline in materials can be guaranteed and AFPS will not be responsible for delays in the project due to receiving materials from manufacturers. Rest assured, that we will do everything in our power to meet your schedule and needs as soon as possible.
3. This Proposal is contingent upon AFPS's acceptance of payment terms and conditions at time of execution.
4. This Proposal is contingent upon AFPS's acceptance of any contracts or subcontracts that may be required by client.
5. AFPS assumes all parties are qualified, licensed, insured and bonded as required by the Owner of Record and applicable State/Local authorities having jurisdiction.
6. AFPS labor is warranted from defects for a period of one year from date of completion. Materials are warranted by the Manufacture and only under the Manufacture's conditions and terms. AFPS does not extend the warranty period of any manufacture's products. ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE, ARE HEREBY EXCLUDED. THE CLIENT UNDERSTANDS AND AGREES THAT AFPS MAKES NO EXPRESS WARRANTIES OTHER THAN THAT SPECIFICALLY SET FORTH IN THIS PARAGRAPH AND THAT NO REPRESENTATIVE OF AFPS HAS ANY AUTHORITY TO MAKE ANY WARRANTIES OR TO OTHERWISE VARY THE TERMS OF THIS AGREEMENT.
7. All work will be completed in a skillful manner according to Standard Practices.
8. No alterations or deviations involving extra costs will commence without a duly executed Change Order.
9. AFPS shall not be responsible for delays or increase in costs arising from strikes, fire, acts of God, accidents or other delays beyond our control.
10. If Client fails to make payment(s) as agreed upon, AFPS retains the right to stop work after sufficiently delivering a 48 hour written notice.
11. AFPS shall not be held responsible, nor payments withheld, for actions or inactions by other Tradesmen/Supplier's beyond the control of AFPS.
12. This Proposal may be withdrawn by AFPS if not accepted by both parties within 7 days of date shown on first page.
13. The Contractor shall provide (at no cost) to AFPS the Drawings in AutoCAD format for use in the preparation of layout drawings.
14. Scope of Undertaking - AFPS will perform the services herein described as "Scope of Work" or "Work". No other services are included. The amount payable to AFPS is based solely upon the value of the services performed and is unrelated to the value of the Client's property and/or property of others located in/on the premises
15. Normal Hours - Unless otherwise specified, the Scope of Work outlined in this Proposal shall be performed during normal work hours (7AM - 5PM, M-F) and does not include overtime expenses.
16. Equipment Disconnections - Client is on notice that the system(s)/device(s) involved with the services to be provided will be temporarily or permanently disconnected and no longer in service and thus, cannot detect, perform and/or report occurrences or transmit signals.
17. Product Placement - Where the location of certain parts or components of the system are discretionary, Client agrees that such placement is left to the sole discretion of AFPS.
18. Existing Systems - Where work is connected to an existing system, any deficiencies detected in the existing system during testing or charging of the system are the responsibility of the Client and are not covered by any warranties that may be applicable to the Work. Client releases AFPS from all claims regarding the existing system and any damage or injury caused by or to the existing system.
19. Indemnification- To the fullest extent permitted by law, Client shall defend, indemnify and hold harmless AFPS and its agents, employees or subcontractors from and against all claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from services provided by AFPS, or any other services or materials which Client or a third party claim AFPS should have provided, regardless of whether such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. This indemnity agreement includes claims brought against AFPS by Client's insurance company, and includes claims against AFPS arising under contract, warranty, AFPS's own negligence or negligent misrepresentation, strict product liability, cross-claims or other claims for indemnification or contribution, or any other theory of liability whatsoever. This indemnification provision shall not apply where liability is established based upon AFPS's sole and exclusive negligence. The Parties acknowledge that the requirements of Florida Statutes, Section 725.06 are deemed fulfilled and applicable to this section.
20. No Damages for Delay- Should AFPS, without any fault or neglect on its own part, be delayed in the completion of the work by the fault or neglect of Client, then AFPS shall be entitled to a reasonable extension of time. Should AFPS, without any fault or neglect on its own part, be delayed in the completion of the work by an act of God or any such other cause beyond the control of Client and AFPS, then AFPS shall be entitled to a reasonable extension of time to be determined in accordance with this agreement. NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED BY AFPS AGAINST CLIENT OR CLIENT AGAINST AFPS BY REASON OF ANY DELAYS ENCOUNTERED BY AFPS AT THE PROJECT, EXCEPT TO THE EXTENT THAT CLIENT SHALL RECEIVE SUCH COMPENSATION OR DAMAGES FROM ANOTHER THIRD PARTY.
21. Limitation of Liability - Liquidated Damages - The parties hereto agree that it is impractical and extremely difficult to fix the actual damages, if any, that may proximately result from a failure on the part of AFPS to perform any of its obligations hereunder. The Client does not desire that this agreement provide for full liability of AFPS and agrees that AFPS shall be exempt from liability for loss or damage due directly or indirectly to occurrences, or consequences there from, concerning any services/obligations rendered under this agreement by AFPS. Accordingly, if AFPS is found liable to Client for loss or damage to property resulting from its obligations under this agreement, AFPS's liability shall be limited to the lesser of a sum equal to one-half of the Agreement price or \$1,000 as liquidated damages and not as a penalty. Where multiple sites are covered by this agreement, liability will be limited to the amount allocable to the site where the incident occurred, subject to the preceding sentence. As a condition precedent to any claim or lawsuit against AFPS, all outstanding invoices must have been paid in full when due, without compromise on amounts owed. In no event will AFPS be liable to Client for incidental or consequential damages of any kind.
22. Waiver of Subrogation - AFPS is not an insurer against loss or damage. Sufficient insurance shall be obtained by Client to cover the premises (and the property therein) where the work will be performed. Client agrees to rely exclusively on Client's insurance to recover for injuries or damage in the event of any loss, damage or injury to the premises or property therein. Client, for itself and all others claiming by or through it under this Agreement, releases, and discharges AFPS from and against all damages covered by Client's insurance, it being expressly agreed and understood that no insurance company, insurer, or other entity/individual will have any right of subrogation against AFPS.
23. Insurance- Client shall provide and maintain insurance without deductible to protect the Project and the Work and the facility where the Work is



ADVANCED FIRE PROTECTION SERVICES, INC.  
wesavelives.com

## PROPOSAL

performed from all perils of any kind, including but not limited to, fire and water damage. Client shall name AFPS, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds under Client general liability policy and/or any other policy applicable to the work and the facility where the work is performed.

24. Actions by Others- In no event shall AFPS be liable for any damage, loss, injury, or any other claim arising from any servicing, alterations, modifications, changes or movements of the Work or any of its component parts by the Client or third party.
25. **Miscellaneous.**
- i. Time is of the essence of this Agreement. Where necessary to effectuate the intent of the parties, the terms of this Agreement shall survive completion of the Work.
  - ii. All matters relating to the validity, performance, or interpretation of this Agreement shall be governed by the substantive laws of the State of Florida. The sole and exclusive venue and jurisdiction for any such dispute arising or relating out of the Agreement shall be a court of competent jurisdiction in Okaloosa County, Florida.
  - iii. In the event of any action, litigation or proceeding of any type regarding or relating to performance of this Agreement, the prevailing party shall be entitled to recover its reasonable costs and attorney's fees at all trial and appellate levels. This Agreement and its Contract Documents embodies the entire agreement of the Parties and supersedes all prior negotiations, agreements and understandings relating to the subject matter hereof. **In the event of any conflict between the Contract Documents and this Agreement, the terms of this Agreement shall control.**
  - iv. This Agreement may not be changed, modified or altered in any way, except as herein provided or by a writing signed by a duly authorized officer or agent of each party. No requirement of this Agreement may be waived except in writing signed by a duly authorized officer of the waiving party.
  - v. Where the context requires, neutral terms used herein shall include the masculine and feminine, and singular terms shall include the plural, and vice versa.
  - vi. The Parties mutually agree not to discriminate against any person or persons because of race, creed, color, gender, etc., under Federal and State Discrimination Laws.
  - vii. The Parties mutually agree to cooperate with one another in scheduling and performing his work to avoid conflict or interference with the work of other trades.
  - viii. The terms and conditions set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of AFPS, whether direct or indirect, AFPS's employees, agents, officers and directors
  - ix. In connection with any dispute arising out of this Agreement, the prevailing party shall be entitled to recover from the other party said prevailing party's attorney's fees and costs, including attorney's fees and costs for any trial, bankruptcy and appellate proceedings.
  - x. All references to "days" in this Agreement shall refer to business days unless otherwise specified.
  - xi. The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and this Agreement shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
  - xii. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
  - xiii. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one in the same instrument. A facsimile or electronic signature shall have the same force and effect as an original signature of the Parties.
26. Notices- Any notice required or given pursuant to or in relation to the agreement shall be certified or registered mail, postage prepaid, return receipt requested, hand deliver, facsimile transmission or email prior to 5:00 pm on the date of transmission CST, or via overnight express courier service, as indicated in above referenced client and AFPS sections. Any party may designate a different place or places of notice by delivering written notice thereof to the other party in accordance with this section.