

RESOLUTION 21-156

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH LAS CONTRACTING CORP. FOR THE PANAMA CITY BEACH PARKWAY (NORTH PIER PARK DRIVE TO NAUTILUS STREET) SIDEWALK PROJECT IN AN AMOUNT NOT TO EXCEED \$434,000; AUTHORIZING CHANGE ORDERS FOR UNFORSEEN CIRCUMSTANCES AND UNDER CERTAIN CONDITIONS IN AN AMOUNT NOT TO EXCEED \$20,000.

BE IT RESOLVED that the appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Agreement between the City and LAS Contracting Corp., relating to the Panama City Beach Parkway (North Pier Park Drive to Nautilus Street) Sidewalk Project, in the amount of Four Hundred Thirty Four Thousand Dollars (\$434,000), in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

AND BE IT FURTHER RESOLVED that the City Manager is authorized to execute and deliver on behalf of the City change orders for unforeseen conditions related to this project in a cumulative amount that does not exceed Twenty Thousand Dollars (\$20,000.00), provided that the City Engineer certifies that the change order does not result in a fundamental change to the scope of the project or standard of materials used for such, the Finance Director confirms the contingency amount set forth herein is not exceeded, and the City Attorney has reviewed the form of the change order.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this 13 day of May, 2021.

CITY OF PANAMA CITY BEACH

By: 

Mark Sheldon, Mayor

ATTEST:


Lynne Fasone, City Clerk

SECTION 00050

AGREEMENT

THIS AGREEMENT is made this 18th day of May, 2020 by and between THE CITY OF PANAMA CITY BEACH, FLORIDA, (hereinafter called "OWNER") and LAS Contracting Corp, doing business as a corporation (a corporation), having a business address of 13701 N. Nebraska Avenue 102, Tampa FL. 33613 (hereinafter called "CONTRACTOR"), for the performance of the Work (as that terms is defined below) in connection with the construction of PCB PARKWAY SIDEWALK (N. PIER PARK DR. TO NAUTILUS ST.) PROJECT ("Project"), to be located at Panama City Beach, Florida, in accordance with the Drawings and Specifications prepared by PANHANDLE ENGINEERING, INC., the Engineer of Record (hereinafter called "Engineer") and all other Contract Documents hereafter specified.

OWNER and CONTRACTOR, for the consideration herein set forth, agree as follows:

1. The CONTRACTOR shall furnish, at its sole expense, all supervision, labor, equipment, tools, material, and supplies to properly and efficiently perform all of the work required under the Contract Documents and shall be solely responsible for the payment of all taxes, permits and license fees, labor fringe benefits, insurance and bond premiums, and all other expenses and costs required to complete such work in accordance with this Agreement (collectively the "Work"). CONTRACTOR'S employees and personnel shall be qualified and experienced to perform the portions of the Work to which they have been assigned. In performing the Work hereunder, CONTRACTOR shall be an independent contractor, maintaining control over

and having sole responsibility for CONTRACTOR'S employees and other personnel. Neither CONTRACTOR, nor any of CONTRACTOR'S sub-contractors or sub-subcontractors, if any, nor any of their respective employees or personnel, shall be deemed servants, employees, or agents of OWNER.
2. The CONTRACTOR will commence the Work required by the Contract Documents within ten (10) calendar days after the date of the NOTICE TO PROCEED to be issued by OWNER in writing 30 calendar days from the date of this Agreement and will achieve Substantial Completion of the Work within 60 calendar days of the required commencement date, except to the extent the period for Substantial Completion is extended pursuant to the terms of the Contract Documents ("Contract Time"). Final Completion of the Work shall be achieved by CONTRACTOR within the time period set forth in Section 15.2 of Section 00100, General Conditions.
3. The CONTRACTOR agrees to pay the OWNER, as liquidated damages, the sum of \$500 for each calendar day that expires after the Contract Time for Substantial Completion as more fully set forth in Section 15 of the General Conditions.
4. The CONTRACTOR agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the sum of \$434,000.00 as shown in the BID SCHEDULE, included within the Bid Proposal Form, as said amount may be hereafter adjusted pursuant to the terms

of the Contract Documents ("Contract Price").

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

BIDDING & CONTRACT DOCS

Section 00010 ADVERTISEMENT FOR BIDS
Section 00020 INFORMATION FOR BIDDERS
Section 00030 BID PROPOSAL FORM
Section 00040 BID BOND
Section 00050 AGREEMENT
Section 00060 PERFORMANCE BOND
Section 00070 PAYMENT BOND
Section 00080 NOTICE OF AWARD
Section 00090 NOTICE TO PROCEED
Section 00095 DRUG-FREE WORKPLACE FORM
Section 00096 TRENCH SAFETY ACT
Section 00097 SWORN STATEMENT ON PUBLIC ENTITY CRIMES
Section 00100 GENERAL CONDITIONS
Section 00800 SUPPLEMENTARY CONDITIONS
Section 00802 PREVENTION, CONTROL AND ABATEMENT
Section 00808 SALES TAX EXEMPTION
Section 01110 ENVIRONMENTAL PROTECTION
Section 01505 MOBILIZATION/DEMobilIZATION
Section 01705 CONTRACT CLOSEOUT

SITE WORK

Section 02110 SITE CLEARING
Section 02200 EARTHWORK
Section 02211 SODDING
Section 02222 TRENCHING, BACKFILLING AND COMPACTING
Section 02960 RESTORATION
Section 03310 CONCRETE WORK

APPENDICES

- A. CHANGE ORDER FORM
- B. PAY REQUEST FORM
- C. CERTIFICATE OF SUBSTANTIAL COMPLETION
- D. ERP Permit
- E. MINIMUM TECHNICAL STANDARDS CHECKLIST FOR UTILITY AS-BUILTS
- F. GEOTECHNICAL REPORT

DRAWINGS prepared by Panhandle Engineering, Inc.

SPECIFICATIONS prepared or issued by Panhandle Engineering, Inc.

ADDENDA

- No. _____, dated _____, 2021
- No. _____, dated _____, 2021
- No. _____, dated _____, 2021
- No. _____, dated _____, 2021

The Contract Documents also includes any written amendments to any of the above signed by the party to be bound by such amendment. The Contract Documents are sometimes referred to herein as the "Agreement".

- 6. The OWNER will pay the Contract Price to the CONTRACTOR in the manner and at such times as set forth in Contract Documents.
- 7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
- 8. This Agreement shall be governed by the laws of the State of Florida.
- 9. All notices required or made pursuant to this Agreement shall be in writing and, unless otherwise required by the express terms of this Agreement, may be given either (i) by mailing same by United States mail with proper postage affixed thereto, certified, return receipt requested, or (ii) by sending same by Federal Express, Express Mail, Airborne, Emery, Purolator or other expedited mail or package delivery, or (iii) by hand delivery to the appropriate address as herein provided. Notices to OWNER required hereunder shall be directed to the following address:
If to Owner:

_____ **City of Panama City Beach**
 _____ **17007 Panama City Beach Parkway**
 _____ **Panama City Beach, FL 32413**
 ATTENTION: _____ **Drew Whitman, City Manager**
 Fax No.: _____ **(850) 233-5108**

If to Contractor:

 ATTENTION: _____
 Fax No.: _____

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

- 10. CONTRACTOR recognizes that OWNER is exempt from sales tax and may wish to generate sales tax savings for the Project. Accordingly, to the extent directed by and without additional charge to OWNER, CONTRACTOR shall comply with and fully implement the sales tax savings program as more fully described in the Sales Tax Exemption Addendum. If required by OWNER, the Sales Tax Exemption Addendum shall be made a part of the Contract Documents, the form of which is set forth in Section 00808.

11. The failure of OWNER to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a continuing waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
12. Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by this Agreement.
13. Should any provision of the Agreement be determined by a court with jurisdiction to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.
14. Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular, references to the singular include the plural. The term "including" is not limiting, and the terms "hereof", "herein", "hereunder", and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement, unless stated otherwise. Additionally, the parties hereto acknowledge that they have carefully reviewed this Agreement and have been advised by counsel of their choosing with respect thereto, and that they understand its contents and agree that this Agreement shall not be construed more strongly against any party hereto, regardless of who is responsible for its preparation.
15. For this Project, OWNER has designated a Project Representative to assist OWNER with respect to the administration of this Agreement. The Project Representative to be utilized by OWNER for this Project, shall be **City Staff or Designee**.
16. CONTRACTOR acknowledges and agrees that no interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which the OWNER, PROJECT REPRESENTATIVE, or ENGINEER may be responsible, in whole or in part, shall relieve CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from OWNER. CONTRACTOR expressly acknowledges and agrees that it shall receive no damages for delay. CONTRACTOR's sole remedy, if any, against OWNER will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This section shall expressly apply to claims for early completion, as well as to claims based on late completion. Notwithstanding the foregoing, if the Work is delayed due to the fault or neglect of OWNER or anyone for whom OWNER is liable, and such delays have a cumulative total of more than 90 calendar days, CONTRACTOR may make a claim for its actual and direct delay damages accruing after said 90 calendar days as provided in Section 00805 Supplemental Conditions, Contract Claims and Changes. Except as expressly set forth in this section, in no event shall OWNER be liable to CONTRACTOR whether in contract,

AGREEMENT

00050-4

warranty, tort (including negligence or strict liability) or otherwise for any acceleration, soft costs, lost profits, special, indirect, incidental, or consequential damages of any kind or nature whatsoever.

17. INSURANCE - BASIC COVERAGES REQUIRED

The CONTRACTOR shall procure and maintain the following described insurance on policies and with insurers acceptable to OWNER. Current Insurance Service Office (ISO) policies, forms, and endorsements or equivalents, or broader, shall be used where applicable.

These insurance requirements shall not limit the liability of the CONTRACTOR. The insurance coverages and limits required of CONTRACTOR under this Agreement are designed to meet the minimum requirements of OWNER and the OWNER does not represent these types or amounts of insurance to be sufficient or adequate to protect the CONTRACTOR'S interests or liabilities. CONTRACTOR alone shall be responsible to the sufficiency of its own insurance program.

The CONTRACTOR and the CONTRACTOR'S subcontractors and sub-subcontractors shall be solely responsible for all of their property, including but not limited to any materials, temporary facilities, equipment and vehicles, and for obtaining adequate and appropriate insurance covering any damage or loss to such property. The CONTRACTOR and the CONTRACTOR'S sub-contractors and sub-subcontractors expressly waive any claim against OWNER arising out of or relating to any damage or loss of such property, even if such damage or loss is due to the fault or neglect of the OWNER or anyone for whom the OWNER is responsible. The CONTRACTOR is obligated to include, or cause to be included, provisions similar to this paragraph in all of the CONTRACTOR'S subcontracts and its subcontractors' contracts with their sub-subcontractors.

The CONTRACTOR'S deductibles/self-insured retention's shall be disclosed to OWNER and are subject to OWNER'S approval. They may be reduced or eliminated at the option of OWNER. The CONTRACTOR is responsible for the amount of any deductible or self-insured retention. Any deductible or retention applicable to any claim or loss shall be the responsibility of CONTRACTOR and shall not be greater than \$25,000, unless otherwise agreed to, in writing, by OWNER.

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

Except with respect to the workers' compensation insurance, CONTRACTOR shall name the OWNER as an additional insured on all required insurance using Additional Insured Endorsement ISO Form CG 20 10 11 85 or if not available, ISO Forms CG 20 10 10 01 and CG 20 37 10 01 or if not available, their equivalent acceptable to OWNER. In the event CONTRACTOR's insurance policy(ies) provide greater coverage and/or greater limits than the minimum requirements set forth herein, then the OWNER and the other additional insureds shall be entitled to the full coverage and limits of such policy(ies), and

these insurance requirements will be deemed to require such greater coverage and/or greater limits.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE COVERAGE

The CONTRACTOR shall purchase and maintain workers' compensation and employers' liability insurance for all employees engaged in the Work, in accordance with the laws of the State of Florida, and, if applicable to the Work, shall purchase and maintain Federal Longshoremen's and Harbor Workers' Compensation Act Coverage. Limits of coverage shall not be less than:

\$1,000,000	Limit Each Accident
\$1,000,000	Limit Disease Aggregate
\$1,000,000	Limit Disease Each Employee

The CONTRACTOR shall also purchase any other coverage required by law for the benefit of employees.

The CONTRACTOR shall provide to OWNER an Affidavit stating that it meets all the requirements of Florida Statute 440.02 (15) (d).

COMMERCIAL GENERAL LIABILITY COVERAGE

CONTRACTOR shall purchase and maintain Commercial General Liability Insurance on a full occurrence form. Coverage shall include, but not be limited to, Premises and Operations, Personal Injury, Contractual for this Agreement, Independent Contractors, Broad Form Property Damage, Products and Completed Operation Liability Coverages and shall not exclude coverage for the "X" (Explosion), "C" (Collapse) and "U" (Underground) Property Damage Liability exposures. Limits of coverage shall not be less than:

Bodily Injury, Property Damage & Personal Injury Liability	\$1,000,000	Combined Single Limit Each Occurrence, and Aggregate Limit
	\$2,000,000	

The General Aggregate Limit shall be specifically applicable to this Project. The Completed Operations Liability Coverages must be maintained for a period of not less than ten (10) years following OWNER'S final acceptance of the project.

BUSINESS AUTOMOBILE LIABILITY COVERAGE

The CONTRACTOR shall purchase and maintain Business Automobile Liability Insurance as to ownership, maintenance, use, loading and unloading of all of CONTRACTOR'S owned, non-owned, leased, rented or hired vehicles with limits not less than:

Bodily Injury & Property Damage	\$1,000,000	Combined Single Limit Each Accident
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EXCESS OR UMBRELLA LIABILITY COVERAGE

CONTRACTOR shall purchase and maintain Excess Umbrella Liability Insurance or Excess Liability Insurance on a full occurrence form providing the same continuous coverages as required for the underlying Commercial General, Business Automobile and Employers' Liability Coverages with no gaps in continuity of coverages or limits with OWNER added by endorsement to the policy as an additional insured in the same manner as is required under the primary policies, and shall not be less than \$3,000,000, each occurrence and aggregate as required by OWNER.

ADDITIONAL INSURANCE - Not Applicable

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in two (2) copies each of which shall be deemed an original on the date first written above.

(SEAL)

OWNER:

CITY OF PANAMA CITY BEACH, FLORIDA

BY: *Drew Whitman*

NAME: Mr. Drew Whitman

TITLE: City Manager

ATTEST:

Lynne Fusone
City Clerk

[Signature]
City Attorney (as to form only)

CONTRACTOR:

ATTEST:

BY: _____

NAME _____
(Please Type)

NAME _____
(Please Type)

ADDRESS: _____

SECTION 00080

NOTICE OF AWARD

TO: LAS Contracting Corp
13701 N. Nebraska Avenue 102
Tampa FL. 33613

PROJECT DESCRIPTION:

**PCB PARKWAY SIDEWALK PROJECT
(N. PIER PARK DR. TO NAUTILUS ST.)**

The City of Panama City Beach ("City") has considered the BID submitted by you for the above described Project in response to its Advertisement for Bids dated March 26 and April 2, 2021, and associated information for Bidders.

You are hereby notified that your Bid in the amount of \$ 434,000.00 has been accepted by the City. Provided, however, nothing in this Notice or your delivery to the City of the Agreement executed by you (with evidence of the required insurance and delivery of the required Bonds) shall in any manner or way be deemed to create any contract between you and the City. No such contract shall be created unless and until the City signs the Agreement.

You are required by the Information for Bidders to execute the Agreement provide evidence of the required insurance, and provide the required CONTRACTOR'S Performance Bond and Payment Bond within ten (10) calendar days from the date of this Notice.

If you fail to execute said Agreement, provide evidence of the required insurance and the required Bonds, within ten (10) calendar days from the date of this Notice, City will be entitled to consider all your rights arising out of City's acceptance of your BID as abandoned and as a forfeiture of your Bid Deposit. The City will be entitled to all other rights and remedies as may be available to it at law.

You must return an acknowledged copy of this Notice of Award to the City, with the executed Agreement with the required Bonds and evidence of the required insurance, within the above noted ten (10) calendar day period.

Dated this 18th day of May, 2021.

CITY OF PANAMA CITY BEACH
Owner

By [Signature]

Name: Mr. Drew Whitman

Title: City Manager

ACCEPTANCE OF NOTICE
Receipt of the above Notice of
award is hereby acknowledged

By _____

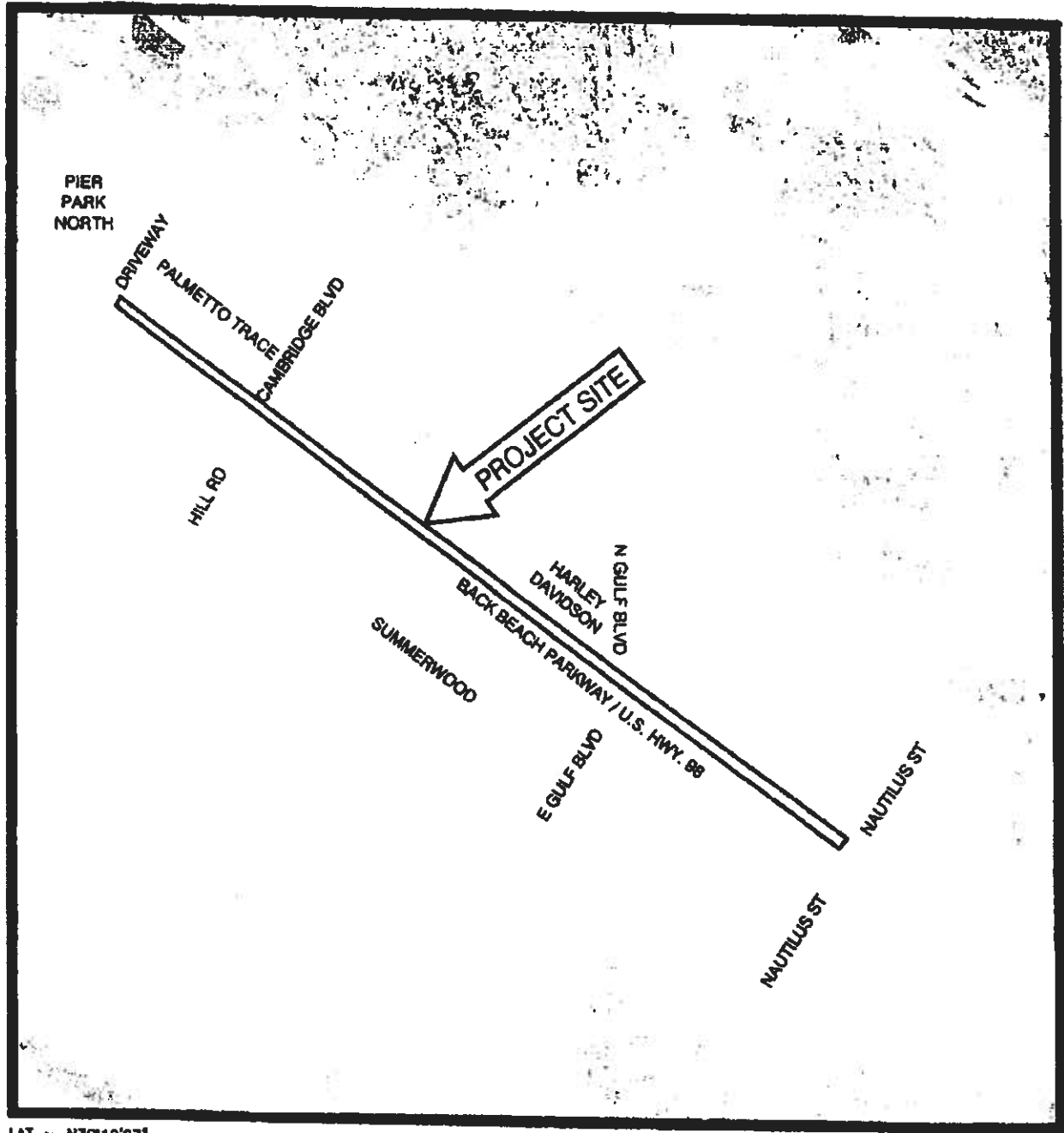
This the _____ day of _____, 2021.

Name _____

Title _____

Panama City Beach Parkway Sidewalk

North Pier Park Drive to Nautilus Street



LAT ~ N30°12'27"
LON ~ W85°51'56"
N 441894.6119
E 1537169.8711

VICINITY MAP
NOT TO SCALE