

**RESOLUTION NO. 21-231**

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH EMERALD COAST STRIPING, LLC FOR THE CRA CROSSWALKS SIGN AND PAVEMENT MARKINGS REHABILITATION PROJECT IN THE AMOUNT OF \$273,693.00.**

**BE IT RESOLVED** that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Agreement between the City and Emerald Coast Striping, LLC, relating to the CRA Crosswalks Sign and Pavement Markings Rehabilitation Project, in the amount of Two Hundred Seventy-Three Thousand, Six Hundred Ninety-Three Dollars (\$273,693.00), 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.

**THIS RESOLUTION** shall be effective immediately upon passage.

**PASSED** in regular session this 23<sup>rd</sup> day of September, 2021.

**CITY OF PANAMA CITY BEACH**

By:   
Mark Sheldon, Mayor

**ATTEST:**

  
Lynne Fasone, City Clerk

PCB21-23 ITB  
CRA CROSSWALKS SIGN & PAVEMENT MARKINGS  
REHABILITATION

SECTION 00030  
BID PROPOSAL FORM

Original

This proposal of Emerald Coast Striping LLC. (hereinafter called "BIDDER"), organized and existing under the laws of the State of Florida, doing business as Emerald Coast Striping, LLC. (a corporation, a partnership or an individual), whose Florida contractor's license number is N/A is hereby submitted to the CITY OF PANAMA CITY BEACH (hereinafter called "OWNER").

In compliance with the requirements of the Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the PCB21-23 ITB CRA CROSSWALKS SIGN & PAVEMENT MARKINGS REHABILITATION in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

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

BIDDER hereby agrees to commence WORK under the CONTRACT DOCUMENTS within ten (10) calendar days after the NOTICE TO PROCEED to be issued by Owner in writing and achieve Substantial Completion of the WORK within 90 consecutive calendar days thereafter. Final Completion of the WORK shall be achieved by BIDDER within the calendar days specified in the General Conditions after the date of Substantial Completion.

BID PROPOSAL FORM

00030-1

ORIGINAL

BIDDER further agrees to pay as liquidated damages, the sum of \$1,170.00\_ for each consecutive calendar day that expires after the Contract Time until Substantial Completion of the WORK is achieved as provided in Section 15 of the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

Addendum No. 1 AS

Addendum No. 2 AS

Addendum No. \_\_\_\_\_

**BASE BID**

BIDDER agrees to perform all the WORK described in the CONTRACT DOCUMENTS for the following lump sum: \$273,693.00

The BIDDER proposes and agrees, if this Proposal is accepted, to contract with the OWNER in the required form of the Agreement, Section 00050, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the WORK in full and in accordance with the shown, noted, described and reasonably intended requirements of the CONTRACT DOCUMENTS according to the following schedule:

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PCB21-23 ITB  
 CRA CROSSWALKS SIGN & PAVEMENT MARKINGS  
 REHABILITATION

ORIGINAL

A. SIGNING & MARKING - BID SCHEDULE

ITEM DESCRIPTION		UNIT	PLAN QUANTITY	ITEM COST	TOTAL	
<b>SIGNING &amp; MARKING (INCLUDING BUT NOT LIMITED TO:)</b>						
1	0101-1	MOBILIZATION (15%)	LS	1	21500	21500
2	0102-1	MAINTENANCE OF TRAFFIC (15%)	LS	1	21500	21500
3	0110-4-10	REMOVAL OF EXISTING CONCRETE	SY	8	1500	12000
4	0527-2	DETECTABLE WARNINGS	SF	236	40	9440
5	0581-1-1	RELOCATE TREES AND PALMS, PALM, <14' OF CLEAR TRUNK	EA	3	3500	10500
6	0654-2-21	RECTANGULAR RAPID FLASHING BEACON, FURNISH & INSTALL - SOLAR POWERED, COMPLETE SIGN ASSEMBLY - SINGLE DIRECTION	EA	17	7500	127500
7	0700-1-11	SINGLE POST SIGN, F&I, GROUND MOUNT, UP TO 12 SF	AS	27	400	10800
8	0700-1-50	SINGLE POST SIGN, RELOCATE	AS	1	100	100
9	0700-1-60	SINGLE POST SIGN, REMOVE	AS	17	50	850
10	0700-15-1	IN-STREET SIGN, FURNISH AND INSTALL - FIXED BASED CONNECTION	AS	1	400	400
11	0700-3-101	SIGN PANEL, FURNISH & INSTALL GROUND MOUNT, UP TO 12 SF	EA	1	150	150
12	0706-1-1	RETRO-REFLECTIVE PAV. MARKERS - TOTAL	EA	74	10	740
13	0710-90	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	LS	1	10000	10000
14	0711-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALKS	LF	1045	5	5225
15	0711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24"	LF	430	10	4300
16	0711-11-224	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18"	LF	60	7.50	450
17	0711-14-125	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 24" FOR CROSSWALK	LF	598	15	8970
18	0711-16-201	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 6"	GM	0.077	15000	1155
19	0711-11-17	THERMOPLASTIC, REMOVE EXISTING THERMOPLASTIC PAVEMENT MARKINGS - SURFACE TO REMAIN	SF	1681	3	5043
20	*	METHYL METHACRYLATE (MMA) PAVEMENT MARKINGS FOR SPECIAL EMPHASIS CROSSWALKS	SF	1538	15	23070
<b>SIGNING &amp; MARKING SUB-TOTAL:</b>					<b>273,693.</b>	

PCB21-23 ITB  
 CRA CROSSWALKS SIGN & PAVEMENT MARKINGS  
 REHABILITATION

ORIGINAL

B. ADD ALTERNATE – BID SCHEDULE

ITEM DESCRIPTION		UNIT	PLAN QUANTITY	ITEM COST	TOTAL
SIGNING & MARKING (INCLUDING BUT NOT LIMITED TO:)					
ADD ALTERNATE (MMA)					
1	METHYL METHACRYLATE (MMA) PAVEMENT MARKINGS FOR SPECIAL EMPHASIS CROSSWALKS	SF	3752	15	54280
DEDUCT ALTERNATE (SPECIAL EMPHASIS CROSSWALK)					
2	0711-14- 125 THERMOPLASTIC, PREFORMED, WHITE, SOLID, 24' FOR CROSSWALK	LF	598	15	8970
ADD ALTERNATE (MMA) SUB-TOTAL:					5628
DEDUCT ALTERNATE (SPECIAL EMPHASIS CROSSWALK) SUB-TOTAL:					8970
ADD ALTERNATE TOTAL:					14598

NOTE:

1. BIDS shall include sales tax and all other applicable taxes and fees. The OWNER intends to utilize the Sales Tax Exemption Addendum (Section 000808) for material for this project.
2. BIDS shall be on the basis of a lump sum price, as noted above, and shall be the total compensation to be paid by OWNER for the complete WORK.
3. Bid unit prices and quantities, shall be applicable for any revisions to the WORK (either additions or omissions). In addition, these unit prices and quantities shall be reflected in the Schedule of Values as specified in the General Conditions. All unit prices are understood to include all associated charges for layout, insurance, taxes, field office and supervision, overhead and profit, bonds and miscellaneous items.
4. The OWNER reserves the right to reject any and all bids received.
5. Failure to insert a bid amount for any item in the Bid Schedule will be considered grounds for the OWNER to determine the BID is non-responsive.
6. By submitting this BID, the BIDDER and the BID BOND surety, are deemed to have stipulated and agreed that any and all claims, demands, actions or suits



SECTION 00050

AGREEMENT

THIS AGREEMENT is made this 7<sup>th</sup> day of September, 2021 by and between THE CITY OF PANAMA CITY BEACH, FLORIDA, (hereinafter called "OWNER") and Emerald Coast Striping LLC, doing business as a Emerald Coast Striping LLC (an individual), or (a partnership), or (a corporation), having a business address of 1901 N. East Ave. Panama City, FL 32405 (hereinafter called "CONTRACTOR"), for the performance of the Work (as those terms is defined below) in connection with the construction of **PCB21-23 CRA CROSSWALKS SIGN & PAVEMENT MARKINGS REHABILITATION** ("Project"), to be located in Panama City Beach, Florida, in accordance with the Drawings and Specifications prepared by **Gortemoller 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-

  
**ORIGINAL**

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 within thirty (30) calendar days from the date of this Agreement and will achieve Substantial Completion of the Work within **90** 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 **\$1,170** 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 \$**283,693.** <sup>=</sup> 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:

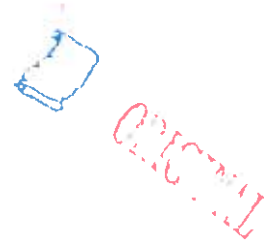
Section 00010	ADVERTISEMENT FOR BIDS
Section 00020	INFORMATION FOR BIDDERS
Section 00030	BID PROPOSAL FORM
Section 00040	BID BOND
Section 00050	AGREEMENT
Section 00060	PERFORMANCE BOND
Section 00070	PAYMENT BOND
Section 00080	NOTICE OF AWARD
Section 00090	NOTICE TO PROCEED
Section 00095	STATEMENT UNDER SECTION 287.087, FLORIDA STATUTES, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS
Section 00097	PUBLIC ENTITY CRIMES STATEMENT
Section 00099	CERTIFICATE OF INSURANCE
Section 00100	GENERAL CONDITIONS
Section 00800	SUPPLEMENTAL CONDITIONS
Section 00801	SUBMISSION OF WORK SCHEDULE
Section 00802	CONTRACTOR QUALITY CONTROL GENERAL REQUIREMENTS



PCB21-23 ITB  
CRA CROSSWALKS SIGN & PAVEMENT MARKINGS REHABILITATION  
PROJECT NO. 21-007

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Section 00803 CONTRACT CLAIMS AND CHANGES  
Section 00805 PROJECT REPRESENTATIVE  
Section 00808 SALES TAX EXEMPTION ADDENDUM  
Appendix F Other Required Documents



DRAWINGS prepared by Gortemoller Engineering, Inc.

SPECIFICATIONS prepared or issued by Gortemoller Engineering, Inc.  
dated June 2021

ADDENDA

No. 1, dated August 3,, 2021  
No. 2, dated - NA -, \_\_\_\_\_  
No. \_\_\_\_\_, dated \_\_\_\_\_, \_\_\_\_\_  
No. \_\_\_\_\_, dated \_\_\_\_\_, \_\_\_\_\_

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:

\_\_\_\_\_  
Emerald Coast Striping, LLC  
\_\_\_\_\_  
1901 N. East Ave.  
\_\_\_\_\_  
Panama City, FL 32405  
ATTENTION: \_\_\_\_\_  
Aric Bailey  
Fax No.: \_\_\_\_\_  
850.271.4875

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

*Handwritten notes and stamps in the top right corner, including a blue stamp and a red signature.*

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 Gortemoller Engineering, Inc., Blake R. Furbee, P.E., Project Manager.
  
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 14 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, warranty, tort (including negligence or strict liability) or otherwise for any acceleration, soft costs, lost profits, special, indirect,

The CONTRACTOR'S deductibles/self-insured retentions 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.

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

0.76

of Insurance Service Office Endorsements No. CG 20.10.10.01 and No. CG 20.37.10.01 wording or equivalent, or broader, an executed copy of which shall be attached to or incorporated by reference on the Certificate of Insurance to be provided by CONTRACTOR pursuant to the requirements of the Contract Documents.

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 \$10,000,000, each occurrence and aggregate as required by OWNER.

ORIGINAL

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:

NAME: Drew Whitman  
(Please type)

TITLE: City Manager

ATTEST:

City Clerk

City Attorney (as to form only)

CONTRACTOR:

BY:

NAME: Jason Bense  
(Please Type)

TITLE: owner

ADDRESS: 1901 N. East Ave.

ATTEST:

NAME Faith Cooke  
(Please Type)

[END OF SECTION 00050]





September 13, 2021

Mr. David Campbell – CRA Manager  
City of Panama City Beach  
17007 Panama City Beach Parkway  
Panama City Beach, FL 32413

**Re: PCB 21-23 ITB: CRA Crosswalks Sign & Pavement Markings Rehabilitation  
Contract Award**

Dear David,

The project Bid Opening was held at the City of Panama City Beach City Hall on September 7, 2021 at 2:01 P.M. **Emerald Coast Striping, LLC.** was the only bidder for the project which the Lump Sum Base Bid amounted to **\$273,693.00.**

After review, Gortemoller Engineering, Inc.'s (GE) found that the received bid amount is within the anticipated budget. Due to the bid amount being within budget, GE sees no concern with awarding the CRA Crosswalks Sign & Pavement Markings Rehabilitation project to Emerald Coast Striping, LLC.

If you have any questions or need additional information, please let me know.

Sincerely,  
Gortemoller Engineering, Inc.

A handwritten signature in blue ink that reads 'Blake Furbee'.

Blake Furbee, P.E.  
Project Manager

708 Thomas Drive  
Panama City Beach, Florida 32408  
(850) 249-2425 – [www.gorteng.com](http://www.gorteng.com)



September 13, 2021

Mr. David Campbell – CRA Manager  
City of Panama City Beach  
17007 Panama City Beach Parkway  
Panama City Beach, FL 32413

**Re: PCB 21-23 ITB: CRA Crosswalks Sign & Pavement Markings Rehabilitation  
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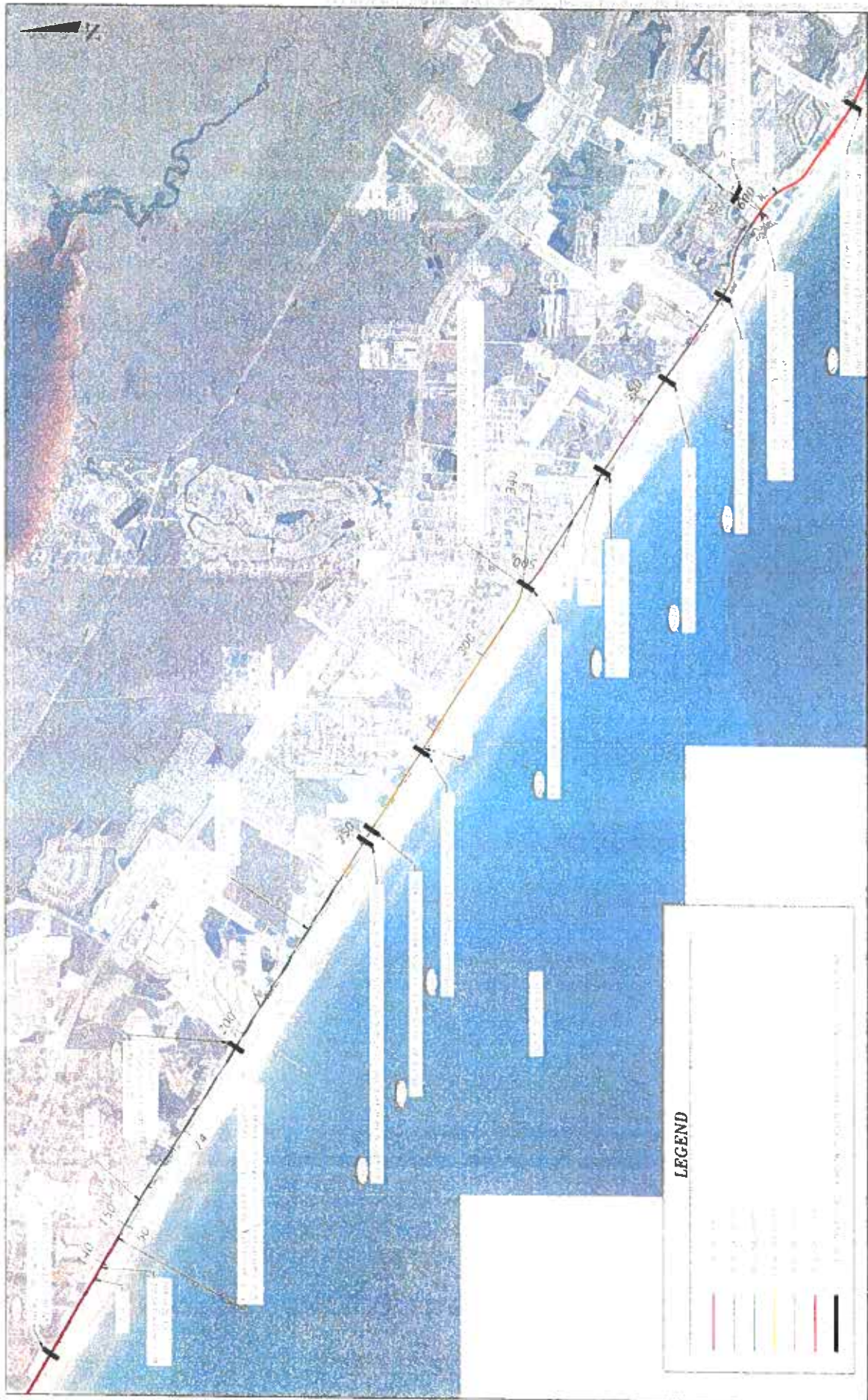
If you have any questions or need additional information, please let me know.

Sincerely,  
Gortemoller Engineering, Inc.

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Blake Furbee, P.E.  
Project Manager

708 Thomas Drive  
Panama City Beach, Florida 32408  
(850) 249-2425 – [www.gorteng.com](http://www.gorteng.com)



PROJECT LAYOUT

LEGEND

- PROJECT LAYOUT
- EXISTING LAYOUT
- NEW LAYOUT
- PROPERTY LINES