

RESOLUTION NO. 22-88

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH GAC CONTRACTING, INC. FOR THE NORTH RICHARD JACKSON BOULEVARD AND PCB PARKWAY INTERSECTION IMPROVEMENT PROJECT IN THE AMOUNT OF \$606,420.45; AUTHORIZING A CONTINGENCY FOR UNFORSEEN CONDITIONS IN AN AMOUNT NOT TO EXCEED \$30,321.03; AND APPROVING A BUDGET AMENDMENT TO APPROPRIATE ADDITIONAL FUNDS FOR THIS PROJECT.

BE IT RESOLVED that:

1. The appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Agreement between the City and GAC Contractors, Inc., relating to the North Richard Jackson Boulevard and PCB Parkway Intersection Improvement Project, in the basic amount of Six Hundred Six Thousand, Four Hundred Twenty Dollars and Forty Five Cents (\$606,420.45), in substantially the form **attached** as Exhibit A 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.
2. 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 Thirty Thousand, Three Hundred Twenty One Dollars and Three Cents (\$30,321.03), 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.
3. Budget amendment #11 is hereby adopted for the City of Panama City Beach, Florida, for the fiscal year beginning October 1, 2021, and ending September 30, 2022, as shown in and in accordance with the **attached** and incorporated Exhibit B, to appropriate additional funds for this project.


THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this 27th day of January, 2022.

CITY OF PANAMA CITY BEACH

By: 
Mark Sheldon, Mayor

ATTEST:


Lynne Fasone, City Clerk

SECTION 00050

AGREEMENT

THIS AGREEMENT is made this 28th day of January, 2022 by and between THE CITY OF PANAMA CITY BEACH, FLORIDA, (hereinafter called "OWNER") and **GAC CONTRACTORS, INC.**, doing business as a corporation (an individual), or (a partnership), or (a corporation), having a business address of 4116 HIGHWAY 231 N, PANAMA CITY, FLORIDA 32404 (hereinafter called "CONTRACTOR") , for the performance of the Work (as that terms is defined below) in connection with the construction of **PCB22-07 ITB RICHARD JACKSON BLVD AND PCB PARKWAY INTERSECTION IMPROVEMENTS – PHASE I** ("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 150 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 180 Calendar days.

3. The CONTRACTOR agrees to pay the OWNER, as liquidated damages, the sum of **\$1,197/day** 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 **Six Hundred Six Thousand, Four Hundred Twenty Dollars and Forty Five Cents (\$ 606,420.45)** 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
Section 00097	SWORN STATEMENT ON PUBLIC ENTITY CRIMES
Section 00098	OTHER REQUIRED DOCUMENTS
Section 00099	CERTIFICATE OF INSURANCE
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

APPENDICES

- A. CHANGE ORDER FORM
- B. PAY REQUEST FORM
- C. FDOT PERMIT
- D. MINIMUM TECHNICAL STANDARDS CHECKLIST FOR UTILITY AS-BUILTS
- E. GEOTECHNICAL REPORT

DRAWINGS prepared by Panhandle Engineering, Inc.

ADDENDA

No. 1, dated December 1, 2021
No. 2, dated December 28, 2021
No. 3, dated January 4, 2022
No. , dated , 2022

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 PCB Parkway
Panama City Beach, FL 32413
ATTENTION: Drew Whitman, City Manager

If to Contractor:

GAC Contractors, Inc.
4116 Highway 231 N
Panama City, FL 32404
ATTENTION: Steven Clements, VP Civil

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 **Panhandle Engineering, Inc.**
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, 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 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.

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
	\$2,000,000 Aggregate Limit

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.

CITY OF PANAMA CITY BEACH
PCB22-07 ITB RICHARD JACKSON BLVD AND PCB PARKWAY
INTERSECTION IMPROVEMENTS – PHASE I

PE FILE # 12062

(SEAL)

OWNER:

CITY OF PANAMA CITY BEACH, FLORIDA

ATTEST:

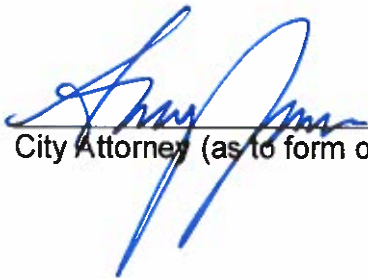
BY:  _____



City Clerk

NAME: Mr. Drew Whitman

TITLE: City Manager



City Attorney (as to form only)

CONTRACTOR:

ATTEST:

BY: GAC Contractors, Inc.

NAME Steven Clements
(Please Type)

NAME _____
(Please Type)

ADDRESS: 4116 Highway 231 N
Panama City, FL 32404

AGREEMENT

00050-8



CITY OF PANAMA CITY BEACH

17007 Panama City Beach Parkway, Panama City Beach, FL 32413
 PCB22-07 ITB Richard Jackson Blvd Intersection Improvements
 1/6/22 2:00pm

	CONTRACTOR/VENDOR	Amount	BID PROPOSAL FORM	BID BOND	FDOT CERTIFIED	TRENCH SAFETY ACT	SALES TAX EXEMPTION	PUBLIC ENTRY CRIMES STATEMENT	DRUG-FREE WORKPLACE	NON-COLLUSION AFFIDAVIT	CONFLICT OF INTEREST	E-VERIFY
1	Gulf Coast Utility Cont.	777,777.00	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
2	GAC Contractors	606,420.45	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												

January 10, 2022

Via e-mail

Mr. Wyatt Rothwell, E.I.
Public Works Engineer
City of Panama City Beach
17007 Panama City Beach Parkway
Panama City Beach, Florida 32413

RE: **PCB ITB Richard Jackson Blvd & PCB Parkway Intersection Improvements
- Phase I**
Recommendation for Award
PE File No. 12062

Dear Mr. Rothwell:

On January 6, 2022, sealed bids were received and opened in regards to the **PCB ITB Richard Jackson Blvd & PCB Parkway Intersection Improvements - Phase I Project**. The bids were opened in the presence of bidders' representatives, City Staff and ourselves at 2:00 PM local time.

GAC Contractors, Inc. had the lowest responsive bid in the amount of **\$606,420.45**. We have attached a Certified Bid Tabulation Summary with a breakdown of each of the bid items and all bid prices have been verified.

Therefore, it is our recommendation that the City award the contract to **GAC Contractors, Inc.** in the amount of **\$606,420.45**.

We have attached the Notice of Award for execution by Mr. Drew Whitman if the Council approves.

If you have any questions, please call me at 850.596.1235.

Sincerely,
PANHANDLE ENGINEERING, INC.



Chris Forehand, P.E.
Vice President

Cc: Kelly Jenkins, P.E., Public Works Director, City of Panama City Beach
Kathy Younce, E.I., Assistant Public Works Director, City of Panama City Beach
Tina Kunst, Purchasing Manager, City of Panama City Beach



civil engineers
environmental
land planning
roads + bridges
stormwater
water + wastewater

PANHANDLE ENGINEERING, INC
600 Ohio Avenue
Lynn Haven, FL 32444
P: 850.763.5200



**PCB ITB RICHARD JACKSON BLVD AND
PCB PARKWAY INTERSECTION IMPROVEMENTS - PHASE I**
Panhandle Engineering Project No. 12062
Bid Opening: 2:00 p.m. CST, January 6, 2022
City of Panama City Beach



BASE BID ITEMS		CONTRACTORS	
ITEM	DESCRIPTION	UNIT	QTY
A) GENERAL			
1	Mobilization	LS	1
2	Bonds & Insurance	LS	1
3	Maintenance of Traffic	LS	1
4	Surveying (Stakeout and As-builts)	LS	1
5	Erosion Control (including necessary Silt Fence and Haybales as needed for inlet protection and other erosion prone areas)	LS	1
6	Testing	LS	1
7	Demolition (Includes, but not limited to Irrigation Removal and Cap/Curb/Hydroblasting/Asphalt/Palm Tree/Shrub Removal, includes tipping fees)	LS	1
SUBTOTAL A			
			\$226,908.18
B) CONSTRUCTION			
1	Regular Excavation	LS	1
2	Milling Existing Asphalt Pavement, 2" Avg. Depth (includes saw cut, and edge milling)	LS	1
3	2' FDOT SP 12.5 Asphalt	LS	1
4	8" Crushed Concrete or Lime rock/Optional Base, Base Group 06	LS	1
5	Type B Stabilization	LS	1
6	Performance Turf Sod	LS	1
7	Concrete Curb Island	LS	1
8	Temporary Striping	LS	1
9	Thermoplastic Striping	LS	1
10	Traffic Delineator Posts	LS	1
11	Mast Arm and Signalization Upgrades	LS	1
12	Type E. Curb	LS	1
SUBTOTAL B			
			\$379,512.27
Total Lump Sum (A + B)			\$606,420.45
			\$498,000.00
			\$771,777.00

CERTIFIED BY: _____

Chris Forehand, P.E.
FL PE Reg. No. 58028

Date: 1/10/22

SECTION 00030

BID PROPOSAL FORM

This proposal of GAC Contractors, Inc. (hereinafter called "BIDDER"), organized and existing under the laws of the State of Florida, doing business as a corporation (a corporation, a partnership or an individual), whose Florida contractor's license number is CGC1522062 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 **PCB22-07 ITB RICHARD JACKSON BLVD AND PCB PARKWAY INTERSECTION IMPROVEMENTS – PHASE I** 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 on or before a date specified in the Notice to Proceed and to substantially complete the project within 150 consecutive calendar days thereafter, and to fully complete the project within 180 consecutive calendar days thereafter.

BIDDER further agrees to pay as liquidated damages, the sum of **\$1,197.00** 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 December 1, 2021

Addendum No. 2 December 28, 2021

Addendum No. 3 January 4, 2022

Addendum No. _____

Addendum No. _____

**CITY OF PANAMA CITY BEACH
PCB22-07 ITB RICHARD JACKSON BLVD AND PCB PARKWAY
INTERSECTION IMPROVEMENTS – PHASE I**

PE FILE # 12062

BID SCHEDULE

A. GENERAL:

ITEM	DESCRIPTION	QUANTITY	UNIT	EXTENSION
1.	Mobilization	1	LS	\$ 30,486.78
2.	Bonds & Insurance	1	LS	\$ 6,774.02
3.	Maintenance of Traffic	1	LS	\$ 89,973.18
4.	Surveying (Stakeout and As-builts)	1	LS	\$ 7,287.09
5.	Erosion Control (Including necessary Silt Fence and Haybales as needed for inlet protection and other erosion prone areas)	1	LS	\$ 2,230.74
6.	Testing	1	LS	\$ 3,717.90
7.	Demolition (Includes, but not limited to Irrigation Removal and Cap/Curb/Hydroblasting/Asphalt/Palm Tree/Shrub Removal, includes tipping fees)	1	LS	\$ 86,438.47
A. SUBTOTAL				\$ 226,908.18

B. CONSTRUCTION:

ITEM	DESCRIPTION	QUANTITY	UNIT	EXTENSION
1.	Regular Excavation	1	LS	\$ 12,210.71
2.	Milling Existing Asphalt Pavement, 2" Avg. Depth (Includes saw, cut, and edge milling)	1	LS	\$ 31,886.91
3.	2" FDOT SP 12.5 Asphalt	1	LS	\$ 73,438.61
4.	8" Crushed Concrete or Lime rock/Optional Base, Base Group 06	1	LS	\$ 16,027.44
5.	Type B Stabilization	1	LS	\$ 8,257.54
6.	Performance Turf, Sod	1	LS	\$ 1,785.60

**CITY OF PANAMA CITY BEACH
 PCB22-07 ITB RICHARD JACKSON BLVD AND PCB PARKWAY
 INTERSECTION IMPROVEMENTS – PHASE I**

PE FILE # 12062

7.	Concrete Curb Island	1	LS	\$ 47,863.00
8.	Temporary Striping	1	LS	\$ 19,333.08
9.	Thermoplastic Striping	1	LS	\$ 22,732.73
10.	Traffic Delineator Posts	1	LS	\$ 8,848.60
11.	Mast Arm and Signalization Upgrades	1	LS	\$ 132,104.43
12.	Type E. Curb	1	LS	\$ 5,023.62
B. SUBTOTAL				\$ 379,512.27

PCB22-07 ITB RICHARD JACKSON BLVD AND PCB PARKWAY INTERSECTION IMPROVEMENTS - PHASE I – BIDDER agrees to perform all the WORK described in the CONTRACT DOCUMENTS for the following

TOTAL LUMP SUM BID (A & B): \$ 606,420.45

Six hundred six thousand four hundred twenty**DOLLARS &** Forty five **CENTS.**

The lump sum price includes General items and Construction items above. If there is work to be completed that is not specifically listed above, the bidder shall include the price in the lump sum bid above.

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. If a bid item is not shown above, it shall be the contractor's responsibility to ensure the cost is covered in the Lump Sum Bid Price. Upon award to the successful bidder, the contractor shall provide detailed quantities and unit prices for all work; which shall include all labor, materials, equipment, and other costs to complete each item. These unit prices may be used to add or deduct quantities at the City's discretion.

By submitting this Bid, the CONTRACTOR understands that all items specified in these CONTRACT DOCUMENTS must be included in the Total Lump Sum Bid above.

CITY OF PANAMA CITY BEACH
PCB22-07 ITB RICHARD JACKSON BLVD AND PCB PARKWAY
INTERSECTION IMPROVEMENTS – PHASE I

PE FILE # 12062

Below, specify the names of the subcontractors, if any, to be used as part of your Bid:

WORK Performed & Company Name

1. Emerald Coast Striping
2. Griffin Traffic
3. McCall Sod Farm

Prime contractor may not sub out more than 50% of the work.

NOTE:

1. The Bid shall include sales tax and all other applicable taxes and fees.
2. The compensation to be incorporated into any Work Authorization shall be based upon the lump sum price, as noted above, and shall be the total compensation to be paid by OWNER for the WORK authorized and properly performed pursuant to a duly executed Work Authorization.
3. The lump sum bid is 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 whatsoever, arising under this BID and/or BID BONDS, shall be subjected to the sole and exclusive jurisdiction and venue of the Circuit Court of Bay County, Florida. The BIDDER and BID BOND surety do agree, by submittal of this BID, that the sole and exclusive jurisdiction and venue in said forum is proper and appropriate since performance of the underlying contract to be awarded is to be accomplished within Bay County, Florida.

Bidder's Certification

BIDDER certifies that it has thoroughly familiarized itself with and inspected the site and has read and is thoroughly familiar with the CONTRACT DOCUMENTS. Additional site

BID FORM

00030-4

**CITY OF PANAMA CITY BEACH
PCB22-07 ITB RICHARD JACKSON BLVD AND PCB PARKWAY
INTERSECTION IMPROVEMENTS – PHASE I**

PE FILE # 12062

investigation, if deemed necessary by the BIDDER, shall be performed prior to BID submittal at the BIDDER'S sole expense. Furthermore, BIDDER certifies its understanding that neither the OWNER, PROJECT REPRESENTATIVE, nor ENGINEER shall provide any labor, equipment or materials of any kind, which may be required for the performance of the WORK, unless otherwise specifically directed by OWNER. Likewise, BIDDER certifies that it shall provide all equipment, materials, labor and services necessary to complete the WORK that may be authorized by the execution of a Work Authorization, in accordance with the CONTRACT DOCUMENTS whether or not such equipment, material, labor, or service is expressly identified. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to its BID.

CONTRACTOR: GAC Contractors, Inc.



Steven Clements, VP-Civil

4116 Highway 231 N

Address

Panama City, FL 32404

850-785-4675

Phone Number

January 6, 2022

Date

END OF SECTION 00030

CITY OF PANAMA CITY BEACH
PCB ITB RICHARD JACKSON BLVD AND PCB PARKWAY
INTERSECTION IMPROVEMENTS – PHASE I

PE FILE # 12062

SECTION 00080

NOTICE OF AWARD

TO: GAC Contractors, Inc.
4116 Highway 231 N
Panama City, FL 32404

PROJECT DESCRIPTION:

**PCB22-07 ITB RICHARD JACKSON BLVD AND PCB PARKWAY
INTERSECTION IMPROVEMENTS – PHASE I**

The City of Panama City Beach ("City") has considered the BID submitted by you on January 6, 2022 for the above described project.

You are hereby notified that your Bid in the amount of **\$ 606,420.45** 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 2nd day of February, 2022.

CITY OF PANAMA CITY BEACH
Owner

By 

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 _____, 2022.

Name Steven Clements

Title VP-Civil