

RESOLUTION NO. 22-104

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN ANNUAL AGREEMENT WITH GULF COAST UTILITY CONTRACTORS, LLC FOR ASPHALT REPAIRS ARISING FROM UTILITY WORK, AT THE UNIT PRICES SPECIFIED IN THE BID PROPOSAL ADOPTED IN THE BODY OF THE RESOLUTION.

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 Gulf Coast Utility Contractors, LLC, relating to Asphalt repairs and restoration services arising from Utility work, in substantially the form attached as **Exhibit A** and presented to the Council today, at the Unit Prices set forth in the Bid Proposal dated January 31, 2022, attached as **Exhibit B** and incorporated herein, with such changes, insertions or omissions to the Agreement 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 24th day of February, 2022.

CITY OF PANAMA CITY BEACH

By: 
Mark Sheldon, Mayor

ATTEST:


Lynne Fasone, City Clerk

PCB22-28 ITB - ASPHALT AND CONCRETE REPAIRS

BASE BID ITEMS		CONTRACTORS						
		BREAK N GROUND			GULF COAST UTILITY CONTRACTORS, LLC.			
ITEM	DESCRIPTION	UNIT	Quantity	Unit Price	Bid Amount	Unit Price	Bid Amount	
1	Prepare Base and add new Pavement							
	Base Material	CY	500	\$42.50	\$21,250.00	\$75.00	\$37,500.00	
	Asphalt Pavement	SY	1500	\$48.00	\$72,000.00	\$25.00	\$37,500.00	
	Overlay Asphalt	SY	4000	\$39.95	\$159,800.00	\$17.50	\$70,000.00	
2	Prepare Base and add New Concrete							
	Concrete Pavement	CY	300	\$575.00	\$172,500.00	\$575.00	\$172,500.00	
3	Pavement Markings							
	5" Striping - Painted	LF	200	\$12.00	\$2,400.00	\$10.00	\$2,000.00	
	5" Striping - Thermoplastic	LF	100	\$21.00	\$2,100.00	\$25.00	\$2,500.00	
	Crosswalks - Painted	SF	100	\$25.00	\$2,500.00	\$50.00	\$5,000.00	
	Crosswalks - Thermoplastic	SF	50	\$45.00	\$2,250.00	\$50.00	\$2,500.00	
	Stop Bars - Painted	LF	100	\$15.00	\$1,500.00	\$50.00	\$5,000.00	
	Stop Bars - Thermoplastic	LF	50	\$25.00	\$1,250.00	\$50.00	\$2,500.00	
4	Testing							
	Base Compaction Testing	EA	100	\$300.00	\$30,000.00	\$125.00	\$12,500.00	
5	Mobilization							
	Task Order \$0.00 - \$4,999			\$3,000.00	\$3,000.00	\$2,500.00	\$2,500.00	
	task Order \$5,000 - \$9,999			\$2,000.00	\$2,000.00	\$2,750.00	\$2,750.00	
	Task Order \$10,000 and up			\$1,500.00	\$1,500.00	\$7,500.00	\$7,500.00	
Total					\$7,648.45	\$474,050.00	\$13,802.50	\$362,250.00

SECTION 00030

BID PROPOSAL FORM

This proposal of Gulf Coast Utility Contractors, LLC. (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 CU-C057185 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 **PCB22-28 ITB ASPHALT AND CONCRETE REPAIRS** 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 to be specified in the Notice to Proceed and upon notification by the City. Suitable notification shall include email correspondence.

BIDDER acknowledges receipt of the following ADDENDUM:

Addendum No. 1

Addendum No. _____

BASE BID

BIDDER agrees to perform all the WORK described in the CONTRACT DOCUMENTS for the following unit prices shown in the BID SCHEDULE.

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:

<u>No.</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Bid Amount</u>
1	<u>Prepare Base and add new Pavement – Type SP-9.5 or SP-12.5 Asphalt</u>				
	Base Material	CY	500	\$ <u>75.00</u>	\$ <u>37,500.00</u>
	Asphalt Pavement	SY	1,500	\$ <u>25.00</u>	\$ <u>37,500.00</u>
	Overlay Asphalt	SY	4,000	\$ <u>17.50</u>	\$ <u>70,000.00</u>
2	<u>Prepare Base and add New Concrete</u>				
	Concrete Pavement	CY	300	\$ <u>575.00</u>	\$ <u>172,500.00</u>
3	<u>Pavement Markings</u>				
	5" Striping - Painted	LF	200	\$ <u>10.00</u>	\$ <u>2,000.00</u>
	5" Striping - Thermoplastic	LF	100	\$ <u>25.00</u>	\$ <u>2,500.00</u>
	Crosswalks - Painted	SF	100	\$ <u>50.00</u>	\$ <u>5,000.00</u>
	Crosswalks - Thermoplastic	SF	50	\$ <u>50.00</u>	\$ <u>2,500.00</u>
	Stop Bars- Painted	LF	100	\$ <u>50.00</u>	\$ <u>5,000.00</u>
	Stop Bars – Thermoplastic	LF	50	\$ <u>50.00</u>	\$ <u>2,500.00</u>
4	<u>Testing</u>				
	Base Compaction Test	EA	100	\$ <u>125.00</u>	\$ <u>12,500.00</u>
<hr/>					
5	Mobilization Task Order	\$0.00 to \$4,999		\$ <u>2,500.00</u>	\$ <u>2,500.00</u>
	Mobilization Task Order	\$5,000 to \$9,999		\$ <u>2,750.00</u>	\$ <u>2,750.00</u>
	Mobilization Task Order	\$10,000 and up		\$ <u>7,500.00</u>	\$ <u>7,500.00</u>

By submitting this Bid, the CONTRACTOR(S) understands that all work specified in these Contract Documents must be included in the Unit Price Bid above. If the numbers do not meet this requirement, your Bid will be disqualified and will not be considered for award.

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

Work Performed & Company Name

1. Emerald Coast Striping - Striping
2. _____
3. _____

Below, specify the manufacturers/suppliers of materials to be provided:

1. Asphalt CW Roberts
2. Concrete Bayou Concrete
3. Base Material North Florida Rock

Limerock/base material must be from a current FDOT approved pit.

NOTES:

1. Bids unit price shall be all-inclusive of all fees.
2. BIDS shall be on the basis of a unit price, as noted above, and shall be the total compensation to be paid by OWNER for the completion of WORK.
3. All bids are understood to include all associated charges for layout, restoration, insurance, taxes, field office and supervision, overhead and profit, and miscellaneous items.
4. BIDS are intended for the duration of the One (1) year contract, with the City having the option to renew for Two (2) additional one-year terms.
4. The OWNER reserves the right to reject any and all bids received. The OWNER also reserves the right to purchase multiple combinations of line items from separate bidders.

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 investigation, if deemed necessary by the BIDDER, shall be performed prior to BID submittal at the BIDDER's sole expense. Bidder certifies that the BID submitted is complete and is sufficient for the Bidder to provide a fully operational and working system in accordance with the CONTRACT DOCUMENTS. 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 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.

As required, the following documents are submitted with this Bid Proposal:

1. Bidder Qualification Form
2. Statement Under Section 287.087, Florida Statutes, On Preference To Businesses With Drug-Free Workplace Programs – Section 0095
3. Public Entity Crimes Statement – Section 00097
4. Non-Collusion Affidavit – Section 00098
5. E-Verify Form – Section 00098
6. Conflict of Interest Statement – Section 00098
7. All acknowledged Addenda(s)

CONTRACTOR:



Gulf Coast Utility Contractors, LLC.

Address:

13938 Hwy 77

Panama City, FL 32409

850-265-9166

Phone Number

January 31, 2022

Date

[END OF SECTION 00030]

SECTION 00050

AGREEMENT

THIS AGREEMENT is made this 24 day of February 2022 by and between THE CITY OF PANAMA CITY BEACH, FLORIDA, (hereinafter called "OWNER") and Gulf Coast Utility Contractors LLC business as a corporation, having a business address of 13938 Highway 77, Panama City, FL, 32409 (hereinafter called "CONTRACTOR"), for the performance of the Work (as those terms is defined below) in connection with the construction of **PCB22-28 ITB ASPHALT AND CONCRETE REPAIRS** to be located at various locations within the service area of Panama City Beach, Florida, in accordance with the Drawings and Specifications prepared by the City of Panama City Beach, 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 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 for each Work Order within five (5) consecutive calendar days of receipt of the executed Work Order and achieve completion of the Work within seven (7) business days.
3. The CONTRACTOR agrees to perform all of the Work described in the Contract Documents and comply with the terms therein based on Unit Prices in the Bid Schedule.
4. 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 00031	BIDDER QUALIFICATION FORM
Section 00050	AGREEMENT
Section 00080	NOTICE OF AWARD
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 00098	OTHER REQUIRED DOCUMENTS
Section 00099	CERTIFICATE OF INSURANCE
Section 00100	GENERAL CONDITIONS
Section 00800	SUPPLEMENTAL CONDITIONS
Section 00808	SALES TAX EXEMPTION
Section 01010	SUMMARY OF WORK
Section 01150	MEASUREMENT AND PAYMENT
Section 01300	SUBMITTALS

ADDENDA

No. 1 , dated January 24, 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".

5. The OWNER will pay the Contract Price to the CONTRACTOR in the manner and at such times as set forth in Contract Documents.
6. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
7. This Agreement shall be governed by the laws of the State of Florida.
8. 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 Pkwy.
Panama City Beach, FL 32413

ATTENTION: Drew Whitman, City Manager
Fax No.: (850) 233-5116

If to Contractor:

GCUC

13938 Highway 77

Panama City, FL 32409

ATTENTION: Chris Corbin
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.

9. 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.
10. 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.
11. 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.
12. 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.

13. 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 Mr. Mark Shaeffer, Utilities Director, City of Panama City Beach.
14. 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.
15. 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.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE COVERAG

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 three (3) years following OWNER'S final acceptance of the project. The CONTRACTOR shall add OWNER as an additional insured through the use 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:

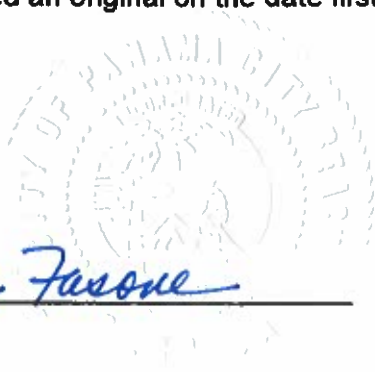
Bodily Injury & Property Damage	\$1,000,000 Combined Single Limit Each Accident
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ADDITIONAL INSURANCE

The OWNER requires the following additional types of insurance.

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)



ATTEST:

Lynne Fessone
City Clerk

OWNER:

CITY OF PANAMA CITY BEACH,
FLORIDA

BY: Drew Whitman

NAME: Drew Whitman

TITLE: City Manager

CONTRACTOR:

GULF COAST UTILITY CONTRACTORS,
LLC

BY: Chris Corbin

NAME: Chris Corbin Mike Swearington
(Please Type)

ADDRESS: 113938 Hwy 77

Panama City, FL 32409

ATTEST:

Staci Corbin

NAME Staci Corbin

(Please Type)

[END OF SECTION 00050]