

RESOLUTION NO. 23-156

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH GULF COAST UTILITY CONTRACTORS, LLC, RELATING TO THE ALF COLEMAN ROAD PROJECT, IN THE BASIC AMOUNT OF \$5,307,600.65; AND AUTHORIZING A CONTINGENCY FOR UNFORESEEN CIRCUMSTANCES AND UNDER CERTAIN CONDITIONS IN AN AMOUNT NOT TO EXCEED \$50,000.00.

BE IT RESOLVED that:

1. 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 the Alf Coleman Road Project, in the basic amount of Five Million, Three Hundred Seven Thousand, Six Hundred Dollars and Sixty-Five Cents (\$5,307,600.65), 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.

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 Fifty Thousand Dollars (\$50,000.00), provided that the CRA Program Manager certifies that the Change Order does not result in a fundamental change to the scope of the Project or the 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 and approved the form of the Change Order.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this 13th day of April, 2023.

CITY OF PANAMA CITY BEACH

By: 
Mark Sheldon, Mayor

ATTEST:


Lynne Fasone, City Clerk



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

March 27, 2023

Ms. Kathy Younce – Interim Public Works Director
City of Panama City Beach
17007 Panama City Beach Parkway
Panama City Beach, FL. 32413

Subject: Letter of Concurrence
Construction of the Alf Coleman Road Pedestrian Safety Improvement Project
FPID No. 441742-2-58-01 & 441742-4-58-01

Dear Ms. Younce,

We have received the bid for the referenced project and concur with the County's recommendation to award to the lowest responsive bidder.

We ask that at least one (1) week notice of the pre-construction be provided. When scheduling the pre-construction meeting, your agency is required to include the following individuals/staff when sending meeting notifications (Chapter 23, LAP Manual):

- District Local Program Administrator (Maria Showalter, maria.showalter@dot.state.fl.us)
- District Local Programs Coordinator (Meghan Jadofsky, meghan.jadofsky@dot.state.fl.us)
- District Resident Compliance (Beth Minchin, Beth.Minchin@dot.state.fl.us)
- District Construction Project Manager (Dale Harris, Dale.Harris@dot.state.fl.us)
- United State DOT OIG (Todd Bishop, michael.bishop@oig.dot.gov)
- United States DOL (Bob Vaden, Vaden.Robert@dol.gov)

As your agency moves forward with the project, remember that all supplemental agreements and/or change orders must be approved by the District Local Program Office prior to execution of any agreements. If you have any questions, I may be reached toll free at 1-888-638-0250, extension 1227 or via e-mail at maria.showalter@dot.state.fl.us.

Sincerely,
DocuSigned by:

Maria Showalter

Maria Showalter
District Local Program Administrator

Cc: District 3 EEO
FDOT Milton Operations

Improve Safety, Enhance Mobility, Inspire Innovation
www.fdot.gov

**SECTION 00050
AGREEMENT**

THIS AGREEMENT is made this _____ day of _____, 20__
by and between THE CITY OF PANAMA CITY BEACH, FLORIDA, (hereinafter called
"OWNER") and _____, doing business as a
_____(an individual), or (a partnership), or (a corporation), having a business
address of _____ (hereinafter called "CONTRACTOR"), for the
performance of the Work (as that terms is defined below) in connection with the
construction of **PCB 23-20 ITB - Alf Coleman Road** ("Project"), to be located in Panama
City Beach, Florida, in accordance with the Drawings and Specifications prepared by
Greenman-Pedersen Engineers, 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 within thirty (30) calendar days from the date of this Agreement and will achieve Substantial Completion of the Work within 289 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 \$2,592.00 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 \$_____ 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”).

PANAMA CITY BEACH – ALF COLEMAN ROAD
CITY PROJECT NO. CR0072

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 00096	TRENCH SAFETY ACT CERTIFICATE OF COMPLIANCE
Section 00097	PUBLIC ENTITY CRIMES STATEMENT
Section 00099	INSURANCE REQUIREMENTS
Section 00100	GENERAL CONDITIONS
Section 00800	SUPPLEMENTAL CONDITIONS
Section 00801	SUBMISSION OF WORKING SCHEDULE
Section 00802	EROSION CONTROL AND PREVENTION
Section 00803	CONTRACTOR QUALITY CONTROL
Section 01046	SPECIAL PROVISIONS
Section 01065	PERMITS AND FEES
Section 01100	SPECIAL PROJECT PROCEDURES
Section 01110	ENVIRONMENTAL PROTECTION
Section 01300	SUBMITTALS
Section 01380	CONSTRUCTION PHOTOGRAPHS
Section 01410	TESTING AND TESTING LABORATORY SERVICES

AGREEMENT

00050-3

PANAMA CITY BEACH – ALF COLEMAN ROAD
CITY PROJECT NO. CR0072

Section 01505 – MOBILIZATION – DEMOBILIZATION

Section 01705 – PROJECT CLOSEOUT

FDOT LAP DIVISION 1 SPECIFICATIONS prepared by Greenman-Pedersen, Inc., dated January 2023.

FHWA Form 1273 – Required Federal-Aid Contract Provisions

FEMA PDAT - Contract Provisions Template

CONTRACT DRAWINGS prepared by Greenman-Pedersen, Inc., dated January 2023

ADDENDA

No. _____, dated _____, 20__

No. _____, dated _____, 20__

No. _____, dated _____, 20__

No. _____, dated _____, 20__

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

AGREEMENT

00050-4

PANAMA CITY BEACH – ALF COLEMAN ROAD
CITY PROJECT NO. CR0072

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. 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.
11. 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.

12. The Parties agree to comply with Section 20.055(5) Florida Statutes, which states “It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section.”
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 The Corradino Group, Inc. - Courtney Drummond, PE, CRA 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 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 AND INDEMNIFICATION

The CONTRACTOR shall at its expense maintain in force during the Contract Term the insurance on policies and with insurers acceptable to the City as required by the City's Insurance Requirements (Section 00099). Current Insurance Service Office (ISO) policies, forms, and endorsements or equivalents, or broader, shall be used where applicable.

A. Within thirty days of the date of the Award, and thereafter upon the written request of the City, Bidder shall furnish to the City such certificates of coverage and certified copies of policies pursuant to the City's Insurance Requirements in order to satisfy this provision, the documentation required by this part must be sent to the following address: **Attn: Lori Philput, Risk Manager, 17007 Panama City Beach Parkway, Panama City Beach, FL 32413.**

B. Regardless of the coverage provided by any insurance, the successful Bidder shall indemnify, save harmless and defend the City, its agents, servants, or employees from and against any and all claims, liability, losses and/or causes of action which may arise from any negligent act or omission of the successful Bidder, its sub-Bidders, agents, servants or employees during the course of performing services or caused by the goods provided pursuant to these Bid Documents and/or resultant contract

C. If any third-party claim is made against the City that, if sustained, would give rise to indemnification liability of the Bidder under this Agreement, the City shall promptly cause notice of the claim to be delivered to the successful Bidder and shall afford the Bidder and its counsel, at the Bidder's sole expense, the

opportunity to joint in defending or compromising the claim. The covenants contained in this paragraph shall survive the termination of this Agreement.

18. REQUIRED FEDERAL-AID CONTRACT PROVISIONS

A. This is a Federal-Aid Project that shall be funded, in whole or in part, with Federal funds. By executing this Agreement, the Contractor agrees to comply with the Federal-Aid Construction Contract requirements set forth in FHWA Form 1273, attached hereto as Exhibit "A", and all applicable procedures guidelines, manuals, standards and directives provided in the FDOT Local Agency Program Manual. The Contractor further agrees to include these requirements in all sub-contracts. The Contractor further agrees to perform with its own organization work amount to not less than 40% of the total contract amount consistent with LAP Division 1 Specification Section 8-1, Subletting or Assigning of Contracts.

B. In addition, the Contractor agrees to comply with the Federal-Aid Construction Contract requirements set forth in the Federal Emergency Management Agency (FEMA) Procurement Disaster Assistance Team (PDAT) "Contract Provisions Template", attached hereto as Exhibit "B", as well as the conditions and requirements of the Florida Department of Emergency Management (FDEM) "Federally-Funded Sub-Award and Grant Agreement" with the City of Panama City Beach, attached hereto as Exhibit "C". The Contractor further agrees to include the contract requirements contained in these documents in all sub-contracts.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

PANAMA CITY BEACH – ALF COLEMAN ROAD
CITY PROJECT NO. CR0072

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

ATTEST:

BY: _____

City Clerk

NAME: _____
(Please type)

TITLE: _____

City Attorney (as to form only)

CONTRACTOR:

ATTEST:

BY: _____

NAME: _____
(Please Type)

NAME _____
(Please Type)

ADDRESS: _____

[END OF SECTION 00050]