

## RESOLUTION NO. 23-239

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH DOMINGUEZ DESIGN BUILD, INC. FOR THE CONSTRUCTION OF PANAMA CITY BEACH FIRE STATION #32 IN THE AMOUNT OF \$7,247,727.00; AND AUTHORIZING A BUDGET AMENDMENT.**

**BE IT RESOLVED** by the City Council of the City of Panama City Beach 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 Dominguez Design Build, Inc., relating to the construction of Panama City Beach Fire Station #32, in the amount of Seven Million, Two Hundred Forty-Seven Thousand, Seven Hundred and Twenty-Seven Dollars (\$7,247,727.00), in substantially the form attached as **Exhibit A**, 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 related to this project in a cumulative amount that does not exceed the total tax savings recognized for the project, provided that the City's Project Manager verifies that the change order does not expand the scope of the project, the Finance Director confirms the Base Bid amount approved above is not exceeded, and the City Attorney has reviewed the form of the change order.
3. The attached budget amendment #1 is adopted for the City of Panama City Beach, Florida, for the fiscal year beginning October 1, 2023 and ending September 30, 2024, to appropriate additional funding for the project, as shown in and in accordance with the attached and incorporated **Exhibit B**.

**THIS RESOLUTION** shall take effect immediately upon passage.

**PASSED** in regular session this 28<sup>th</sup> day of September, 2023.

**CITY OF PANAMA CITY BEACH**

By:   
Mark Sheldon, Mayor

**ATTEST:**

  
Lynne Fasone, City Clerk

**PANAMA CITY BEACH  
FIRE STATION #32  
BID DOCUMENTS  
AUGUST 1, 2023**

**SECTION 00 05 00 – AGREEMENT**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between THE CITY OF PANAMA CITY BEACH, FLORIDA, (hereinafter called "OWNER") and Dominguez Design-Build, Inc., doing business as a General Contractor having a business address of 4340 Devereux Drive, Pensacola, FL 32504 hereinafter called "CONTRACTOR") , for the performance of the Work (as that terms is defined below) in connection with the construction of **Panama City Beach Fire Station #32** ("Project"), to be located at **11911 Hutchison Blvd, Panama City Beach, Florida, 32407** in accordance with the Drawings and Specifications prepared by the JRA Architects, Inc., the Architect of Record (hereinafter called "Architect") 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, parts, 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 10 calendar days after the date of the NOTICE TO PROCEED and will achieve Substantial Completion of the Work within 330 calendar days of the required commencement date as follows, 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 00 10 00, General Conditions.
  
3. The CONTRACTOR agrees to pay the OWNER, as liquidated damages, the sum of \$500 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. Liquidated damages can accrue concurrently.

4. The CONTRACTOR agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the total sum of \$ 7,247,727.00 as shown in the BID SCHEDULE, included within the Bid Proposal Form, as said amount may be hereafter adjusted pursuant to the terms of the Contract Documents ("Contract Price").
5. The term "Contract Documents" means and includes the following documents, all of which are incorporated into this Agreement by this reference:
  - a. DRAWINGS AND SPECIFICATIONS prepared or issued by the JRA Architects, Inc. dated **August 1, 2023**.
  - b. All other documents referenced in specification section 00 10 00 General Conditions, paragraph 1.9.

ADDENDA

- No. 1, dated 8/24/23
- No. 2, dated 9/1/23
- No. 3, dated 9/8/23
- 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 South Arnold Road  
Panama City Beach, FL 32413  
 ATTENTION: Drew Whitman, City Manager

If to Contractor: Dominguez Design-Build, Inc.  
4340 Devereux Drive

ATTENTION: Ben Martin, Vice President

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 Mr. Al Shortt – 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 ARCHITECT 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 00 80 00 Supplementary 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

Bidder shall at its expense maintain in force during the Term the insurance on policies and insurers acceptable to the City as required by the City's Insurance Requirements (reference Section 00 09 90 - INSURANCE REQUIREMENTS, attachment 'A').

Within the time period prescribed in the contract documents after the receipt 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: Julie Roeder, Risk Manager, 17007 Panama City Beach Parkway, Panama City Beach, FL 32413.

IN WITNESS WHERE OF, 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: Drew Whitman

(Please type)

TITLE: City Manager

\_\_\_\_\_  
City Attorney (as to form only)

CONTRACTOR:

Dominguez Design-Build, Inc.

ATTEST:

BY: \_\_\_\_\_

\_\_\_\_\_

NAME: \_\_\_\_\_

(Please Type)

NAME \_\_\_\_\_

ADDRESS:

\_\_\_\_\_

\_\_\_\_\_  
(Please Type)

END OF SECTION 00 05 00

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**PANAMA CITY BEACH  
FIRE STATION #32  
HUTCHISON BLVD  
BID DOCUMENTS  
AUGUST 1, 2023**

**SECTION 00 03 00 – BID PROPOSAL FORM**

This proposal of Dominguez Design-Build, Inc. (hereinafter called "BIDDER"), organized and existing under the laws of the State of Florida, doing business as Corporation (a corporation, a partnership or an individual), whose Florida contractor's license number is CGC1525775 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 **PANAMA CITY BEACH FIRE STATION #32 HUTCHISON BLVD** 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 is issued by Owner in writing and achieve Substantial Completion of the WORK within **330** 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.

BIDDER further agrees to pay as liquidated damages, the sum of \$500 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(S):

Addendum No. 1 issued 8/24/23

Addendum No. 2 issued 9/1/23

Addendum No. 3 issued 9/8/23

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

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

**BASE BID**

BIDDER agrees to perform all the WORK described in the CONTRACT DOCUMENTS for the following total sum (including allowances):

Seven Million Two Hundred Forty-Seven Thousand Seven Hundred Twenty-Seven dollars (\$ 7,247,727 ).

The BIDDER proposes and agrees, if this Proposal is accepted, to contract with the OWNER in the required form of the Agreement (Section 00 05 00), 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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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 ARCHITECT 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. Such occurrences are deemed subsidiary obligations of the contract for which complete compensation is made under the Lump Sum. 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 to be submitted with this Bid Proposal:

1. An executed Bid Proposal Form – Section 00 03 00
2. The required Bid Bond – Section 00 04 00
3. Conflict of Interest Statement – Section 00 09 20
4. Non-Collusion Affidavit – Section 00 09 30
5. E-Verify Form – Section 00 09 40
6. Statement Under Section 287.087, Florida Statutes on Preference to Businesses with Drug-Free Workplace Programs – Section 00 09 50
7. Trench Safety Act Compliance Document – Section 00 09 60
8. Public Entity Crimes Statement – Section 00 09 70
9. Copies of all Addenda signed by Bidder evidencing receipt

CONTRACTOR:

Dominguez Design-Build, Inc.

314 N. Spring Street, Suite B  
Address

Pensacola, Florida 32501

(850) 390-4740  
Phone Number

09/12/2023  
Date

**END OF SECTION 00 03 00**

September 13, 2023



Al Shortt  
Construction Project Manager  
City of Panama City Beach  
17007 Panama City Beach Pkwy  
Panama City Beach, FL 32413

**RE: PANAMA CITY BEACH FIRE STATION #32  
PCB 23-48 ITB. (JRA #22833 CA/BC)**

Mr. Shortt,

After reviewing all bids, JRA finds that Dominguez Design Build, Inc. is the apparent low bidder, both for base bid and with any combination of alternates you wish to accept. To the best of our knowledge, the bid amounts are in line with current market value for scope of work described in the Bid Documents dated September 12, 2023, and all subsequent addenda issued prior to bid day.

Therefore, JRA recommends acceptance of Dominguez Design Build, Inc.'s base bid (Bid Schedule items 1 thru 5) of \$7,077,822.00, plus all three alternates (Bid Schedule items 6 thru 8) as follows:

- Alternate No.1: Add \$43,470.00. Tower soffit LED lighting and controls.
- Alternate No.2: Add \$53,762.00. Apparatus Bay soffit LED lighting.
- Alternate No.3: Add \$72,673.00. Lower soffit (dormitory/office area) LED lighting.

The total recommended bid award for base bid and alternates is therefore

**\$7,247,727.00.** Sincerely,

A handwritten signature in blue ink that reads 'Shane Boullie'.

Shane Boullie  
Project Manager

**JRA Architects, Inc.**  
Tallahassee | Panama City  
Mobile: (850) 348-6693

Cc: David Vincent  
File

Attachments: PCB Bid Tabulation Form (1 page)  
Dominguez Design Build, Inc. Bid Proposal Form (4 pp)