

RESOLUTION 17-22


A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AGREEMENT WITH PANHANDLE FORESTRY SERVICES, INC. IN THE AMOUNT OF \$51,374 FOR THE HAND PLANTING OF LONGLEAF PINE AND WIREGRASS SEEDLING AT THE CONSERVATION PARK.

BE IT RESOLVED that the appropriate officers of the City are authorized but not required to accept and deliver on behalf of the City that certain Agreement between the City and Panhandle Forestry Services, Inc., relating to the hand planting of 96,000 longleaf pine and 110,000 wiregrass seedlings, in the basic amount of Fifty One Thousand, Three Hundred Seventy Four Dollars (\$51,374), 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 10th day of November, 2016.

CITY OF PANAMA CITY BEACH

By: 
Mike Thomas, Mayor

ATTEST:


Diane Fowler, City Clerk

Jo Smith, Deputy City Clerk



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Utilities Department - Al Shortt, Utilities Director

2. MEETING DATE:

November 10, 2016

3. REQUESTED MOTION/ACTION:

Approve an agreement with Panhandle Forestry Services, Inc. for providing planting services for City purchased longleaf pine and wiregrass seedlings at Conservation Park.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? YES NO N/A
BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)

The City Council previously approved the order of 96,000 longleaf pine and 110,000 wiregrass seedlings from the state nursery. The seedlings are scheduled for delivery in January 2017 and a specialized contractor will be required to hand plant all 206,000 seedlings within one week of delivery. Staff prepared bid documents and publically advertised the work.

Only one bidder submitted a responsive bid by the deadline. The bid tabulation is attached. Staff has reviewed the bid from Panhandle Forestry Services, Inc. and finds the planting fee, \$286.50 per 1,000 longleaf and \$217.00 per 1,000 wiregrass, to be in line with market prices and similar City bids from previous years. The total cost of the work will be approximately \$51,374. This project is budgeted and sufficient funds are available to complete the work. Also attached is a copy of a proposed budget amendment transferring funds from contingency to cover the expenses.

WHY - To allow the City Manager to enter into an agreement with Panhandle Forestry Services, Inc. to hand-plant 206,000 previously ordered seedlings in January 2017.

WHAT - Enable the City to continue implementing the long term site management plan for Conservation Park, restoring the site to conditions that existed prior commercial logging activities.

**LONGLEAF/WIREGRASS SEEDLING PLANTING SERVICES
CITY OF PANAMA CITY BEACH**

BID OPENING - - - NOVEMBER 3, 2016 - 2:00 P.M.

BIDDER	ADDRESS	DRUG FREE FORM	PUBLIC ENTITY FORM	BID PRICE PER 1,000 SEEDLINGS	
				Longleaf	Wiregrass
John W. Foley Superior Forestry Services, Inc. hayden@superiorforestry.com	36462 Hwy 27 Tilly, AR 72679 870-496-2442 - Office			- - - -	- - - -
Jeff Allen Panhandle Forestry Services, Inc. panhandleforestry10@gmail.com	261 Hwy 273 Chipley, Florida 32428 850-638-5500			\$286.50	\$217.00

AGREEMENT

This Agreement is made this _____ day of December, 2016 by and between THE CITY OF PANAMA CITY BEACH, FLORIDA, (hereinafter called "Owner") and PANHANDLE FORESTRY SERVICES, INC. doing business as a Corporation, having a business address of 261 Highway 273, Chipley, FL 32428, (hereinafter called "Contractor") , for the performance of the Work (as that terms is defined below) of **LONGLEAF/ WIREGRASS SEEDLING PLANTING SERVICES - PANAMA CITY BEACH, FLORIDA** ("Project"), to be located at Panama City Beach, Florida, in accordance with the Contract Documents prepared by the Owner, Engineer of Record (hereinafter called "Engineer") and all other related attachments and items referenced in the 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 hereby agrees to commence and complete the Work under the Contract Documents for the 2017 Planting Areas within the time specified for each planting in the Contract Documents (the "Contract Time").

3. The Contractor agrees to pay the Owner, as liquidated damages, the sum of \$100 for each calendar day that expires after the Contract Time.

4. The Contractor agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the amounts shown in the Price Sheet, included within the Bid Proposal Form, as said amount may be hereafter adjusted pursuant to the terms of the Contract Documents ("Contract Price").

The final contract amount will be subject to adjustments based on allowances and bid items based on their respective unit prices in bid form and actual in-place unit quantities for those listed below.

Personnel and Equipment: include all potential foremen and all equipment, including primary movers and planting implements; include details of any specialized implement that may be used during the course of the contract. All personnel and equipment listed will be considered for turn-key services.

Jeff Allen	
Mark Register	
David Morris	
Trucks	
Trailers	
Hoedad	
Seedling Bags	
Refrigerated Cooler (if needed)	

Unit Price Sheet:

Total Acreage is shown on attached Figures A & B.

Total Wiregrass Seedlings to be planted is 110,000.

Total Longleaf Seedlings to be planted is 96,000.

Planting Type	Species & Medium	Cost per 1,000 seedlings
Hand Plant	Containerized Longleaf Pine	\$286.50
Hand Plant	Containerized Wiregrass	\$217.00

5. The term "Contract Documents" means and includes the following documents, all of which are incorporated into this Agreement by this reference:

- Section 1 INTRODUCTION
- Section 2 PROPOSED SCHEDULE
- Section 3 INSTRUCTIONS TO BIDDERS
- Section 4 KEY POINTS
- Section 5 SCOPE OF WORK
- Section 6 PROPOSAL RESPONSE FORMS
- Section 7 STATEMENT UNDER SECTION 287.087, FLORIDA STATUTES, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS
- Section 8 PUBLIC ENTITY CRIMES STATEMENT

SPECIFICATIONS dated October 2016.

ADDENDA

No. N/A , 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 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
 110 South Arnold Road
 Panama City Beach, FL 32413
ATTENTION: Mario Gisbert, 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. 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.
13. 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.
14. For this Project, Owner has designated a Project Representative to assist with respect to the administration of this Agreement. The Project Representative shall be Al Shortt, Utilities Director, email - ashortt@pcb.gov.com.

15. 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. 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.

16. 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 retention's 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
\$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 of its executive officer or principle stating that it qualifies as an independent contractor under the standards set forth in 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	\$1,000,000 Combined Single Limit
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Damage	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 \$1,000,000, each occurrence and aggregate as required by Owner.

PROPERTY INSURANCE COVERAGE (Applies to Control Building and Walled Service/Storage Yard only)

The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Price for Control Building and Walled Service/Storage Yard, plus value of subsequent Change Orders and/or Construction Change Directives and cost of materials supplied or installed by others, comprising the total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in the Contract Documents or until no person or entity other than the Owner has an insurable interest in the property required by this section to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Engineer's and Contractor's services and expenses required as a result of such insured loss.

If the Owner is damaged by the failure or neglect of the Contractor to purchase or maintain insurance as described herein, without so notifying the Owner in writing, then the Contractor shall bear all reasonable costs properly attributable thereto.

Any deductibles shall be disclosed to Owner and are subject to Owner's prior review and approval. If the Owner approves any such deductibles, the Contractor shall pay costs not covered because of such deductibles to the extent the casualty event was caused by the fault or neglect of Contractor or anyone for whom Contractor is responsible, otherwise Owner shall pay such costs.

This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

If the Owner requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Contractor shall include such insurance, and the cost thereof shall be paid for by the Owner. Unless expressly requested by Owner in advance and in writing, if the Contractor procures insurance for risks other than those described herein or other special causes of loss are included in the property insurance policy, the cost thereof shall be borne solely by the Contractor.

Before an exposure to loss may occur, the Contractor shall file with the Owner a copy of each policy that includes insurance coverage's required by this section. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 10 days' prior written notice has been given to the Owner.

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Engineer, Engineer's consultants, separate contractors, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this section, except such rights as they have to proceeds of such insurance held by the Owner. The Owner or Contractor, as appropriate, shall require of the Engineer, Engineer's consultants, separate contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by

appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

A loss insured under the property insurance shall be adjusted by the Owner and made payable to the Owner for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

The Owner shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in accordance with the dispute resolution procedures set forth in the Contract Documents.

ADDITIONAL INSURANCE

The Owner requires the following additional types of insurance:
Commercial General Liability Increased General Aggregate Limit. Because the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided for all projects, a separate aggregate limit of \$2,000,000 is required by the Owner for this Agreement and project.

INDEMNITY:

The Contractor shall defend, indemnify and hold the Owner harmless from all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting from or arising out of the agreement or work to be performed, unless such claims are a result of the Owner's sole negligence. The Contractor agrees to pay on behalf of the Owner, and to pay the cost of the Owner's legal defense, for all claims described above. Such payment on behalf

of the Owner shall be in addition to any and all other legal remedies available to the Owner and shall not be considered to be the Owner's exclusive remedy. The Contractor agrees to accept, and acknowledges as adequate remuneration, the consideration of \$10 and the Owner's reliance upon these covenants, for agreeing to defend, indemnify, hold harmless and insure the Owner as required.

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: _____

CONTRACTOR:

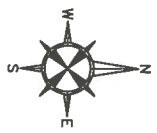
ATTEST:

BY: _____

NAME: _____
(Please Type)

NAME _____
(Please Type)

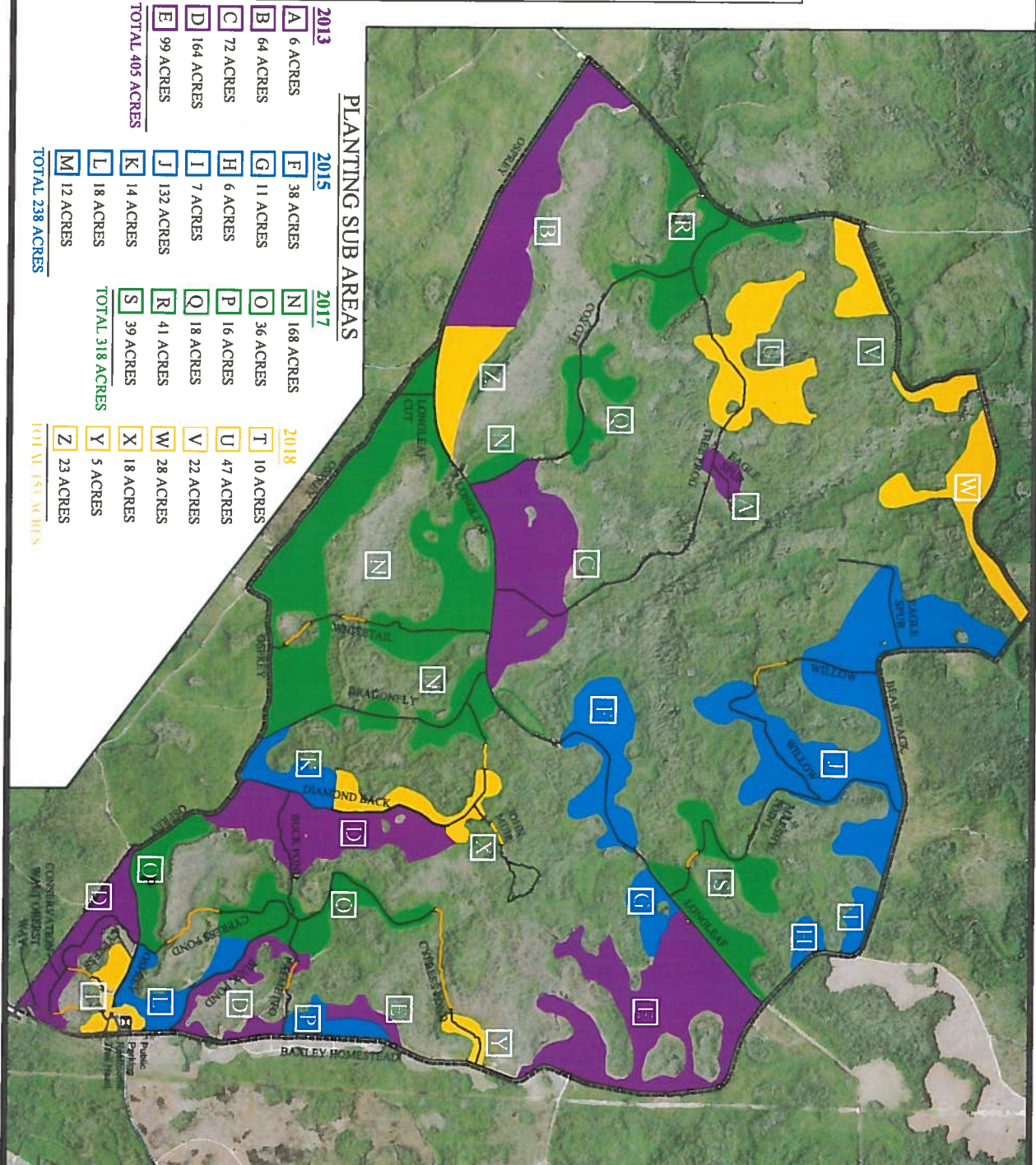
ADDRESS: _____



LEGEND - LONGLEAF PINE SEEDLINGS PLANTING

- 2013 PLANTING AREAS:
 LONGLEAF PINE SEEDLINGS PLANTED @ 13x13' (258 TPA)
- 2015 PLANTING AREAS:
 LONGLEAF PINE SEEDLINGS PLANTED @ 13x13' (258 TPA)
- 2017 PLANTING AREAS:
 LONGLEAF PINE SEEDLINGS PLANTED @ 12x12' (302 TPA)
- 2018 PLANTING AREAS:
 LONGLEAF PINE SEEDLINGS PLANTED @ 12x12' (302 TPA)
- PARK BOUNDARY
- PARK TRAILS
- WOODEN BOARDWALKS

NOTE: THE CITY RESERVES THE RIGHT TO DISTRIBUTE REMAINING SEEDLINGS WITHIN ANY AREAS WITHIN THAT YEAR'S PLANTING AREA AT NO ADDITIONAL COST. FOR EXAMPLE, IF THE CONTRACT IS TO PLANT 100,000 SEEDLINGS AND 90,000 ARE ACCOUNTED FOR BASED ON THE NOTED PLANTING DENSITY, THE REMAINING 10,000 SEEDLINGS SHALL BE PLANTED AS DIRECTED BY THE CITY AT NO ADDITIONAL COST.



PLANTING SUB AREAS

2013	2015	2017	2018
A 6 ACRES	F 38 ACRES	N 168 ACRES	T 10 ACRES
B 64 ACRES	G 11 ACRES	O 36 ACRES	U 47 ACRES
C 72 ACRES	H 6 ACRES	P 16 ACRES	V 22 ACRES
D 164 ACRES	I 7 ACRES	Q 18 ACRES	W 28 ACRES
E 99 ACRES	J 132 ACRES	R 41 ACRES	X 18 ACRES
	K 14 ACRES	S 39 ACRES	Y 5 ACRES
	L 18 ACRES		Z 23 ACRES
	M 12 ACRES		
TOTAL 405 ACRES	TOTAL 238 ACRES	TOTAL 318 ACRES	TOTAL 153 ACRES

FILE NO:	Sheet 81-1, Longleaf Planting Map, 2017, 2018	DATE:	12-22-15
NO.:	1	SCALE:	1"=1500'
DATE:	6-21-16	DESIGNED BY:	NA
BY:	M.A.S.	DRAWN BY:	M.A.S.
GENERAL REV.		CHECKED BY:	A.E.S.

LONGLEAF PLANTING MAP
 CONSERVATION PARK
 CITY OF PANAMA CITY BEACH, FLORIDA

CITY OF PANAMA CITY BEACH
 110 SOUTH ARNOLD ROAD
 PANAMA CITY BEACH, FLORIDA 32413

SHEET NUMBER
FIGURE B

LONGLEAF PLANTING MAP CONSERVATION PARK, 81-1, Longleaf Planting Map, 2017, 2018, 2015