

RESOLUTION 15-24

BE IT RESOLVED that the appropriate Officers of the City are authorized but not required to execute and deliver on behalf of the City that certain Agreement between the City and Superior Forestry Services, Inc., relating to the hand planting of 61,920 containerized longleaf pine seedlings and 49,014 containerized wiregrass seedlings necessary to accomplish the second phase of site restoration at the Conservation Park , in a total amount not to exceed Twenty Nine Thousand Dollars (\$29,000), in substantially the form attached and presented to the Council today, draft dated November 6, 2014, with such changes, insertions or omissions as may be approved by the City Manager whose execution of such Agreement shall be conclusive evidence of such approval.

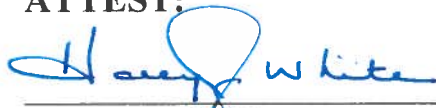
THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this 13 day of November, 2014.

CITY OF PANAMA CITY BEACH

By 
GAYLE F. OBERST, MAYOR

ATTEST:




HOLLY J. WHITE, CITY CLERK

Memorandum

To: Mario Gisbert

CC: Paul Casto, Jim Ponek, Holly White

From: Al Shortt 

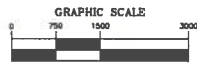
Date: November 6, 2014

Subject: Bids – Conservation Park Longleaf/Wiregrass
Seedling Planting Contract

For the past 3 years, staff has been working to implement the site management plan for Conservation Park. The City has entered into contracts with companies to harvest most of the planted slash pine and to conduct prescribed burns in preparation for replanting longleaf pine and wiregrass. The first 83,000 longleaf seedlings were planted at the park in early 2012. In February of this year, the City Council authorized staff to contract with the state Division of Forestry nursery to grow 63,000 longleaf pine seedlings and 50,000 wiregrass seedlings for delivery in January 2015. The City now requires the services of a specialized contractor to hand plant those seedlings within a short period of time after delivery.

A tree planting bid document was prepared by the City's consultant, Tetra Tech, Inc. The bid includes requested proposals based on a per-acre unit price assuming either 258 longleaf seedlings or 2,723 wiregrass seedlings per acre in the areas shown on the attached exhibits. The work was publically advertised and bid packages were also sent out electronically to at least eight companies known to perform the requested work. Only one bid was submitted by the deadline. A copy of the bid tabulation is attached for your review. The sole bid was submitted by Superior Forestry Services, Inc. in the amount of \$288.00 per 1,000 seedlings for hand planting longleaf pine and \$219.00 per 1,000 seedlings for hand planting wiregrass. Attached is a draft agreement between the City and with Superior, with a not to exceed total cost of \$29,000.00 at the bid unit price. Staff recommends council approval and authorization to contract with Superior Forestry Services for the work. They were the contractor for the initial 2012 seedling planting effort.

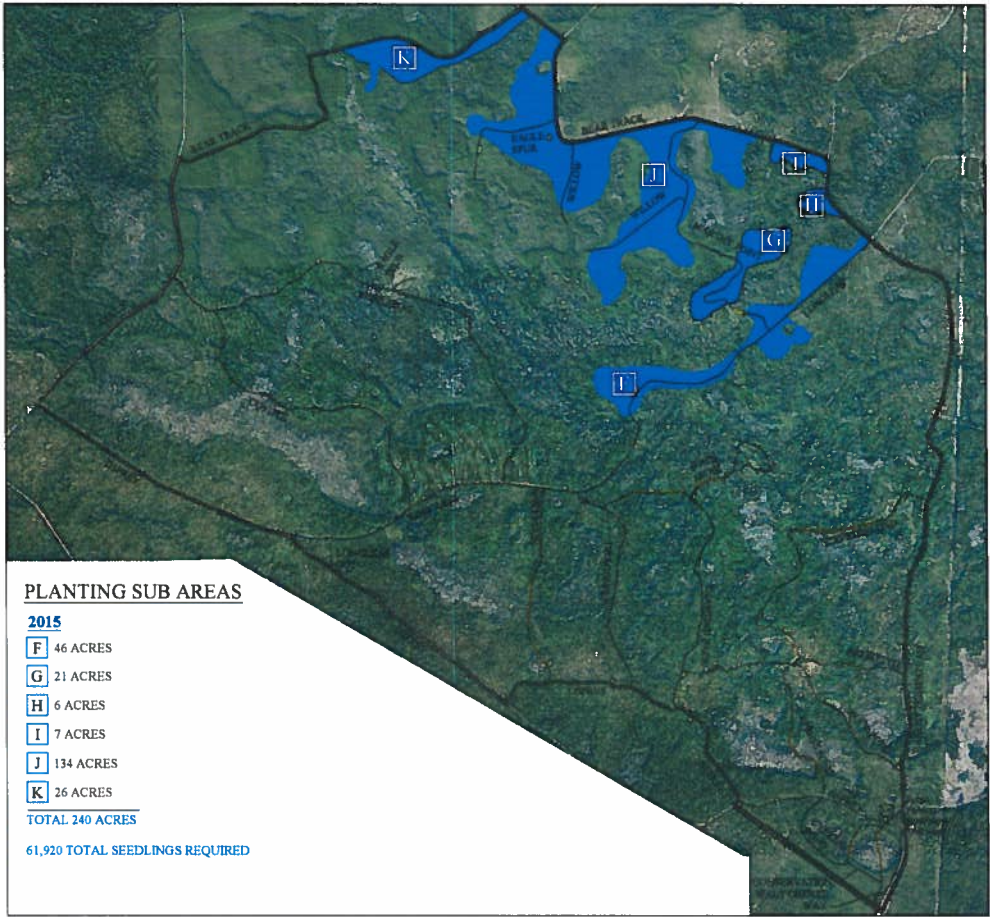
C:\Users\jguy\Public\Documents\2015-08-04-14051-1001-100 Management Plan Update\2015 Longleaf and Maritime Planting Project\2015 Longleaf Planting Map (2015).dwg



LEGEND - LONGLEAF PINE SEEDLINGS PLANTING

- 2015 PLANTING AREAS
- LONGLEAF PINE SEEDLINGS @ 13'x13' (258 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

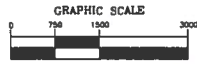
- 2015**
- F** 46 ACRES
 - G** 21 ACRES
 - H** 6 ACRES
 - I** 7 ACRES
 - J** 134 ACRES
 - K** 26 ACRES
- TOTAL 240 ACRES**
- 61,920 TOTAL SEEDLINGS REQUIRED**

TETRA TECH
4500 University Blvd., Ste. 400
Panama City, FL 32407
Phone: (904) 498-4001
Florida Engineering Business No. 5229

LONGLEAF PLANTING MAP (2015)
CONSERVATION PARK
CITY OF PANAMA CITY BEACH, FLORIDA

FIG. 1

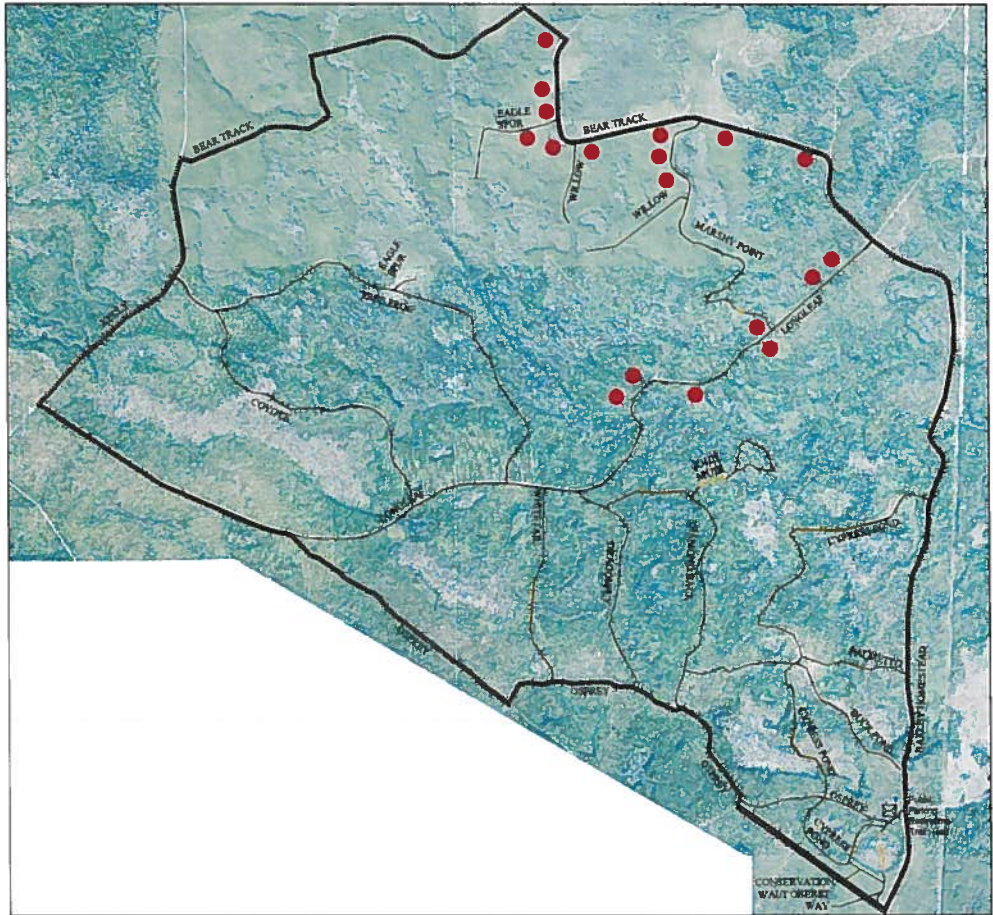
C:\Users\jgarcia\Desktop\2015-2016 - 1021 - PSD Management Plan Update\2015 Landfill and Mangrove Reclamation Project\15_3_Mangrove Reclamation Map (2015).dwg



LEGEND - WIREGRASS SEEDLINGS PLANTING

- 2015 PLANTING AREAS
WIREGRASS SEEDLING 1 ACRE * PLUGS*
4'X4' SPACING @ 2,723 PER ACRE
(18 TOTAL ACRES = 49,014 SEEDLINGS)
- 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.



TETRA TECH
 6700 South University Avenue, Suite 100
 Fort Lauderdale, Florida 33322
 Phone: (954) 488-0281
 Florida Registration Number: 15000000

WIREGRASS PLANTING MAP (2015)
 CONSERVATION PARK
 CITY OF PANAMA CITY BEACH, FLORIDA

DATE: 10/15/15
 DRAWN BY: JGARCIA
 CHECKED BY: JGARCIA
 APPROVED BY: JGARCIA

FIG.
2

SECTION 9 - AGREEMENT

THIS Agreement is made this _____ day of _____, 2014 by and between THE CITY OF PANAMA CITY BEACH, FLORIDA, (hereinafter called "Owner") and SUPERIOR FORESTRY SERVICES, INC. doing business as a Corporation (an individual), or (a partnership), or (a corporation), having a business address of 36462 Highway 27, Tilly, Arkansas 72679 (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 Tetra Tech, Inc., the 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 2015 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.

Unit Price Sheet:

Total Acreage is shown on attached Figures 1 and 2.

Estimated Seedlings to be planted:

Planting Type	Species & Medium	Quantity	Cost per 1,000	Extension
Hand Plant	Containerized Longleaf Pine	61,920	\$288.00	\$17,832.96
Hand Plant	Containerized Wiregrass	49,014	\$219.00	\$10,734.07

Total: \$28,567.03

Total Not-To-Exceed Contract Value is \$29,000.00, payable at unit pricing above.

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 prepared or issued by Tetra Tech, Inc.
dated November 2014.

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 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:

ATTENTION: City of Panama City Beach
Fax No.: 110 South Arnold Road
Panama City Beach, FL 32413
Mario Gisbert, City Manager
(850) 233-5108

If to Contractor: Superior Forestry Services, Inc.
ATTENTION: 36462 Highway 27
Fax No.: Tilly, Arkansas 72679
John Foley
870-496-2388

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 Owner with respect to the administration of this Agreement. The Project Representative to be utilized by Owner for this Project shall be Michael Barnett, Tetra Tech, Inc. 61 St. Joseph Street, Suite 550, Mobile, Alabama 36602.
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 as provided in Section 0080 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.

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 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 \$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.

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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: _____