

RESOLUTION 17-43

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH GULF COAST UTILITY CONTRACTORS, LLC IN AN AMOUNT NOT TO EXCEED \$225,000 FOR THE CONSTRUCTION OF CONSERVATION PARK TRAIL STABILIZATION 2017 PROJECT.

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 Gulf Coast Utility Contractors, LLC, relating to the Conservation Park Trail Stabilization 2017 Project, in an amount not to exceed Two Hundred Twenty Five Thousand Dollars (\$225,000), at the unit price of \$15.75 per LF for Type I Trail Stabilization, \$10.00 per LF for Type II Trail Stabilization, and \$12.50 per CY for Clean Fill, in substantially the form of the agreement attached and submitted 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 12th day of January, 2017.

CITY OF PANAMA CITY BEACH

By: 
Mike Thomas, Mayor

ATTEST:


Diane Fowler, City Clerk



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Utilities Department - Al Shortt, Utilities Director

2. MEETING DATE:

January 12, 2017

3. REQUESTED MOTION/ACTION:

Approve the construction Agreement for the Conservation Park - Trail Stabilization 2017 Project with Gulf Coast Utility Contractors, LLC. in the not-to-exceed amount of \$225,000.00.

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)

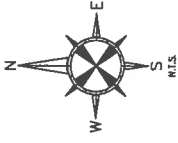
Over the past 6 years, several miles of sandy trails within Conservation Park have been stabilized to provide improved surface conditions for pedestrians and cyclists. This year's proposed project will complete the stabilization of 2.6+ miles along the outer perimeter trail for the entire park. An exhibit showing the areas recommended to be stabilized is attached for your use.

Staff prepared the bid documents and a solicitation for construction bids was publicly advertised. Five responsive bidders responded before the deadline for receipt of bids. Staff has reviewed the bids, and recommends awarding the work to the low bidder, Gulf Coast Utility Contractors, LLC in the not to exceed amount of \$225,000.00 for work completed based on the bid unit prices and the final measured quantities of work.

This project is budgeted. Also attached is a copy of the bid tabulation and a draft Agreement for your review.

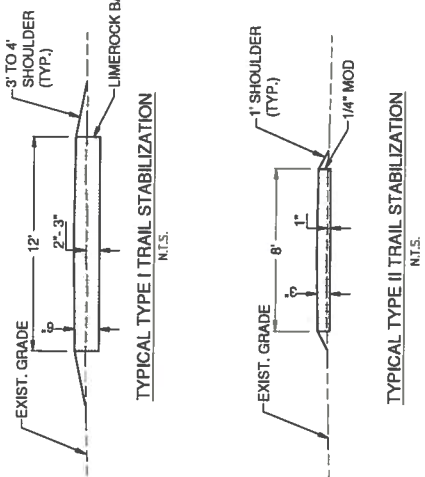
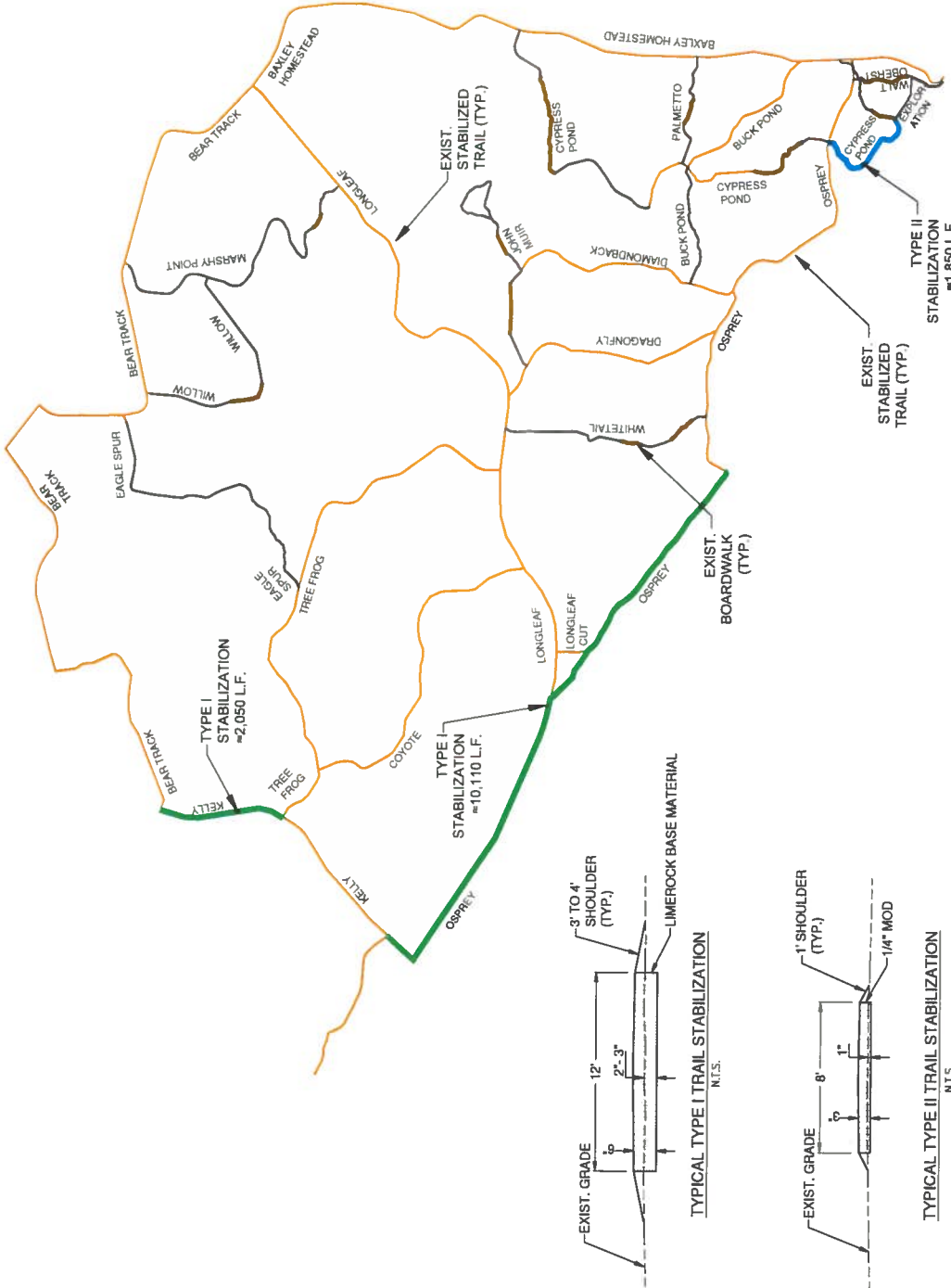
WHY - To allow the City Manager to enter into a construction contract with Gulf Coast Utility Contractors, LLC.

WHAT - To allow for stabilization of an additional 2.6+ miles of trails within Conservation Park for improved public use and enjoyment.



NOTES:

1. TRAIL STABILIZATION MATERIAL FOR TYPE I SHALL BE FDOT LIMEROCK BASE SOURCED FROM A CURRENTLY FDOT APPROVED MINE, AND SHALL BE 1/4" MOD (VULCAN MATERIALS, Carrie McGraw 850-729-8830) FOR TYPE II.
2. CONTRACTOR SHALL LIGHTLY GRADE EACH EXISTING TRAIL SECTION TO PROVIDE A GENERALLY EVEN SURFACE PRIOR TO BEGINNING STABILIZATION WORK. TRAIL SECTIONS ARE CURRENTLY A MIX OF LOOSE TO MODERATELY FIRM SANDS, DEPENDING ON LOCATION.
3. THE NEED FOR IMPORTED CLEAN SAND FILL SHOULD BE ANTICIPATED IN CERTAIN STABILIZATION AREAS TO LEVEL LARGER DEPRESSIONS. PAYMENT WILL BE BY TRUCK MEASURE BASED ON DELIVERY TICKETS FOR AREAS RECEIVING FILL AS DIRECTED BY THE OWNER.
4. CONTRACTOR SHALL CUT SPECIFIED WIDTH OF TRAIL SEGMENT TO THE DEPTH INDICATED. LEAVING CUT MATERIAL GENERALLY EQUALLY BUILT UP ON EITHER SIDE OF CUT. PRIOR TO PLACING BASE MATERIAL, THE SUBGRADE SHALL BE COMPACTED WITH A ROLLER.
5. SUFFICIENT BASE MATERIAL SHALL BE PLACED IN CUT ALONG THE SEGMENT TO PRODUCE THE SPECIFIED THICKNESS AFTER COMPACTION. MATERIAL SHALL BE PLACED UPON DELIVERY IN ITS FINAL LOCATION. NO STOCKPILING OF ANY KIND WILL BE PERMITTED ON SITE.
6. THE BASE MATERIAL SHALL BE GRADED UNIFORMLY ALONG THE PLANNED TRAIL SEGMENT, ALONG WITH THE SOILS FROM THE INITIAL CUT TO PROVIDE SOIL SHOULDERS ON EITHER SIDE OF THE TRAIL SECTION.
7. ALL DISTURBED AREAS SHALL BE ROLLED WITH A 17,000 LB, 65" MACHINE (DYNAPAC 150 OR EQUAL) UNTIL THE STABILIZED TRAIL SURFACE IS FIRM AND UNWEYLING. NO SEED & MULCH IS REQUIRED. COMPACTION TESTING IS NOT REQUIRED.
8. ALL OTHER TRAILS, INCLUDING THE SAND SHOULDERS, IN THE PARK THAT ARE DISTURBED DURING CONSTRUCTION BY EQUIPMENT AND MATERIAL DELIVERIES SHALL BE GRADED BACK TO THEIR ORIGINAL CONDITION OR BETTER AT THE CONCLUSION OF THE WORK. THIS MAY REQUIRE PLACEMENT OF BASE MATERIAL IF EXISTING BASE IS DEGRADED.



NO.	DATE	BY	DATE	10/11/18
				N.T.S.
				DESIGNED BY: A.E.S.
				DRAWN BY: M.A.S.
				CHECKED BY: A.E.S.
				FILE NO: CP-2nd BEACH 0072/18
CITY OF PANAMA CITY BEACH				
CONSERVATION PARK				
110 SOUTH ARNOLD ROAD PANAMA CITY BEACH, FLORIDA 32413				
TRAIL STABILIZATION 2016				
				SHEET NUMBER
				2 OF 2

**BID TABULATION
CONSERVATION PARK - TRAIL STABILIZATION 2017 PROJECT**

2:00 P.M. - January 5, 2017

BIDDER	ADDRESS	PUBLIC ENTITY FORM	DRUG FREE FORM	BID BOND	TYPE I TRAIL STABILIZATION UNIT COST	TYPE II TRAIL STABILIZATION UNIT COST	CLEAN FILL UNIT COST	ESTIMATED TOTAL COST BASED UPON ESTIMATED QUANTITIES
Gulf Coast Utility Contractors, Inc.	13938 Highway 77 Southport, FL 32409	X	X	X	\$15.75	\$10.00	\$12.50	\$215,650.00
C-Miles Construction, Inc.	1625 Airport Road Panama City, FL 32405	X	X	X	\$18.00	\$18.00	\$10.00	\$256,900.00
CW Roberts Contracting, Inc.	3372 Capital Circle NE Tallahassee, FL 32308	X	X	X	\$20.00	\$15.00	\$24.65	\$281,610.00
GAC Contractors, Inc.	4116 N. Highway 231 Panama City, FL 32404	X	X	X	\$19.72	\$22.03	\$24.05	\$290,959.50
North Florida Construction, Inc.	Post Office Box 129 Clarksville, FL 32430	X	X	X	\$23.70	\$14.50	\$14.00	\$321,565.00

SECTION 00050

AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2017 by and between THE CITY OF PANAMA CITY BEACH, FLORIDA, (hereinafter called "OWNER") and Gulf Coast Utility Contractors, LLC, doing business as a corporation, having a business address of 13938 Highway 77, Southport, FL 32409 (hereinafter called "CONTRACTOR"), for the performance of the Work (as that terms is defined below) in connection with the construction of **Conservation Park - Trail Stabilization 2017 Project ("Project")**, to be located at 100 Conservation Drive, Panama City Beach, Florida, in accordance with the Drawings and Specifications prepared by the City of Panama City Beach, the Engineer of Record (hereinafter called "Engineer") and all other Contract Documents hereafter specified.

OWNER and CONTRACTOR, for the consideration herein set forth, agree as follows:

1. The CONTRACTOR shall furnish, at its sole expense, all supervision, labor, equipment, tools, material, and supplies to properly and efficiently perform all of the work required under the Contract Documents and shall be solely responsible for the payment of all taxes, permits and license fees, labor fringe benefits, insurance 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 10 calendar days from the date of this Agreement and will achieve Substantial Completion of the Work within 60 consecutive calendar 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 \$150.00 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 based on unit prices indicated below for the Not-To-Exceed sum of \$225,000.00.
 1. Type I Stabilization \$15.75 / LF
 2. Type II Stabilization \$10.00 / LF
 3. Clean Fill \$12.50 / CY.

- 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 00095	STATEMENT UNDER SECTION 287.087, FLORIDA STATUTES, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS
Section 00097	PUBLIC ENTITY CRIMES STATEMENT
Section 00099	CERTIFICATE OF INSURANCE
Section 00100	GENERAL CONDITIONS
Section 00800	SUPPLEMENTAL CONDITIONS
Section 01110	ENVIRONMENTAL PROTECTION

DRAWINGS prepared by the City of Panama City Beach
Numbered 1 through 2 and dated December, 2016.

SPECIFICATIONS prepared or issued by the City of Panama City Beach,
dated December 2016.

ADDENDA

No. (none issued), dated____, 2016

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) 233-5116

If to Contractor:

Gulf Coast Utility Contractors, LLC
13938 Highway 77
Southport, FL 32409

ATTENTION: Mike Swearington - President
Fax No.: (850)265-9949

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 Mr. Al Shortt, Utilities Director, City of Panama City Beach.

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 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.

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 stating that it meets all the requirements of Florida Statute 440.02 (15) (d).

COMMERCIAL GENERAL LIABILITY COVERAGE

CONTRACTOR shall purchase and maintain Commercial General Liability Insurance on a full occurrence form. Coverage shall include, but not be limited to, Premises and Operations, Personal Injury, Contractual for this Agreement, Independent Contractors, Broad Form Property Damage, Products and

Completed Operation Liability Coverages and shall not exclude coverage for the "X" (Explosion), "C" (Collapse) and "U" (Underground) Property Damage Liability exposures. Limits of coverage shall not be less than:

Bodily Injury, Property Damage & Personal Injury Liability	\$1,000,000 Combined Single Occurrence, and	Limit Each
	\$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 Occurrence, and	Limit Each
	Accident	

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 \$2,000,000, each occurrence and aggregate as required by OWNER.

ADDITIONAL INSURANCE

The OWNER requires the following additional types of insurance.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

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:

Diane Fowler, City Clerk

NAME: Mario Gisbert
(Please type)

TITLE: City Manager

CONTRACTOR:

ATTEST:

BY:

NAME: Mike Swearington -
President

(Please Type)

ADDRESS: 13938 Hwy. 77,
Southport, FL 32409

[END OF SECTION 00050]