RESOLUTION 19-97

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA APPROVING AN AGREEMENT WITH GULF COAST UTILITY CONTRACTORS, LLC RELATED TO THE THOMAS DRIVE AND BEACH DRIVE UTILITIES IMPROVEMENTS – PHASE I, IN THE TOTAL AMOUNT OF 2,038,510.

BE IT RESOLVED that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Agreement between the City and Gulf Coast Utility Contractors, LLC, relating to improvements to City-owned water and sewer utilities along Thomas Drive from Bonita Street to Silver Street as more fully set forth in the body of the Agreement, in the total amount of Two Million, Thirty-Eight Thousand, Five Hundred and Ten Dollars ($2,038,510.00), in substantially the form attached as Exhibit “A” and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager, 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 27th day of June, 2019.

CITY OF PANAMA CITY BEACH

By: Mike Thomas, Mayor

ATTEST:

Mary Jan Bossert, City Clerk
# BID TABULATION

**THOMAS DRIVE & BEACH DRIVE UTILITIES IMPROVEMENTS PHASE 1**  
**CITY OF PANAMA CITY BEACH**  
**BAY COUNTY, FLORIDA**

**DEWBERRY PROJECT No. 8029793**

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| DCUC CONTRACTING  
SOUTH PORT, FL | Y | $1,653,060.00 | $27,726.00 | $35,000.00 | $35,000.00 | $26,000.00 | $26,000.00 | $27,000.00 | $27,000.00 | $27,000.00 | $27,000.00 |
| NORTH FLORIDA CONSTRUCTION  
CLARKEVILLE, FL | Y | $2,315,510.00 | $90,000.00 | $90,000.00 | $90,000.00 | $70,000.00 | $70,000.00 | $70,000.00 | $70,000.00 | $70,000.00 | $70,000.00 |
| ROYAL AMERICAN CONSTRUCTION  
PANAMA CITY, FL | Y | $1,900,432.00 | $84,155.00 | $94,099.00 | $105,280.00 | $84,031.00 | $84,031.00 | $84,031.00 | $84,031.00 | $84,031.00 | $84,031.00 |

**WE THE UNDERSIGNED, DEWBERRY ENGINEERS INC., HEREBY CERTIFIED THAT THIS IS A TRUE AND CORRECT TABULATION OF BIDS FOR PROJECT THOMAS DRIVE & BEACH DRIVE UTILITIES IMPROVEMENTS PHASE 1 RECEIVED BY THE CITY OF PANAMA CITY BEACH BY 2:00 P.M. ON THE 3RD DAY OF JUNE 2019.**

[Signature]

J. E. O. CONRAD  
FL PE No. 82008
THOMAS DR & BEACH DR UTILITIES IMPROVEMENTS PHASE 1
DEWBERRY PROJECT NO. 50099793

SECTION 00050
AGREEMENT (Revised by Addendum 1)

THIS AGREEMENT is made this _______ day of ________________________, 2019
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 32409-8170
(hereinafter called "CONTRACTOR") , for the performance of the Work (as that terms is
defined below) in connection with the construction of Thomas Dr & Beach Dr Utilities
Improvements – PHASE 1 ("Project"), to be located at Panama City Beach, Florida,
in accordance with the Drawings and Specifications prepared by Dewberry, 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.

EXHIBIT "A"

AGREEMENT

00050-1
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 thirty (30) days from the date of this Agreement and will achieve Substantial Completion of the Work within sixty (60) calendar days from NTP and one hundred thirty five (135) calendar days from the NTP of the required commencement date for Phases 1A and 1B respectively, 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 $500.00 for each calendar day that expires after the Contract Time for Substantial Completion as more fully set forth in Section 15 of the General Conditions.

4. The CONTRACTOR agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the sum of $1,888,510.00 (Base Bid $1,593,060.00 plus Alternate Bids 1,2,3 & 5 through 11) 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:

   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
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:

Gulf Coast Utility Contractors, LLC
13938 Highway 77
Southport, FL 32409-8170
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. 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 Jose A. Pereira P.E., Sr. Associate, Dewberry.

16. CONTRACTOR acknowledges and agrees that no interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which the OWNER, PROJECT REPRESENTATIVE, or ENGINEER may be responsible, in whole or in part, shall relieve CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from OWNER. CONTRACTOR expressly acknowledges and agrees that it shall receive no damages for delay. CONTRACTOR's sole remedy, if any, against OWNER will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This section shall expressly apply to claims for early completion, as well as to claims based on late completion. Notwithstanding the foregoing, if the Work is delayed due to the fault or neglect of OWNER or anyone for whom OWNER is liable, and such delays have a cumulative total of more than 90 calendar days, CONTRACTOR may make a claim for its actual and direct delay damages accruing after said 90 calendar days as provided in Section 00805 Supplemental Conditions, Contract Claims and Changes. Except as expressly set forth in this section, in no event shall OWNER be liable to CONTRACTOR whether in contract, warranty, tort (including negligence or strict liability) or otherwise for any acceleration, soft costs, lost profits, special, indirect, incidental, or consequential damages of any kind or nature whatsoever.

17. INSURANCE - 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
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:

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<th>Limit Each Accident</th>
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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:
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 |

**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 $4,000,000, each occurrence and aggregate as required by OWNER.

ADDITIONAL INSURANCE

None is required at this time

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]
THOMAS DR & BEACH DR UTILITIES IMPROVEMENTS PHASE 1
DEWBERRY PROJECT NO. 50099793

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.

(SSeal)

(Seal)

OWNER:
CITY OF PANAMA CITY BEACH, FLORIDA

ATTEST:

BY:
NAME: __________________________
(Please type)
TITLE: __________________________

City Clerk

City Attorney (as to form only)

CONTRACTOR:

ATTEST:

BY: __________________________
NAME: __________________________
(Please Type)

NAME __________________________
(Please Type)
ADDRESS: __________________________

END OF SECTION 00050