

RESOLUTION 16-132


A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AND AUTHORIZING EXECUTION OF AN AGREEMENT WITH GAC CONTRACTORS, INC. FOR THE CONSTRUCTION OF THE FRONT BEACH ROAD SEGMENT 2 PROJECT IN THE AMOUNT OF \$14,222,000.

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 GAC Contractors, Inc., relating to the construction of Front Beach Road Segment 2, in the basic amount of Fourteen Million, Two Hundred Twenty Two Thousand Dollars (\$14,222,000.00), 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 22nd day of September, 2016.

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:

CRA/Kelly Jenkins

2. MEETING DATE:

9/22/2016

3. REQUESTED MOTION/ACTION:

Approve the construction agreement for CRA Front Beach Road Segment 2 project with GAC Contractors in the amount of \$14,222,000.00.

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)

The Front Beach Road Segment 2 project includes reconstruction of Front Beach Road from west of Richard Jackson Blvd. east to the South Thomas Drive intersection a total distance of 1.05 miles. This project provides traffic lanes, turning lanes, landscaped medians, transit/bicycle lanes, sidewalks, lighting, landscaping, utility undergrounding, stormwater retention, signage and pavement markings. Construction plans were recently updated to reflect the implemented value engineering completed by the City's CRA consultant Atkins and updated permits were obtained.

A solicitation for construction bids was publicly advertised and (3) three bidders responded with sealed bids by the required time and date. Bids were publicly opened on September 8, 2016 at 2pm. After reviewing the bids, all bidders were deemed responsive and Atkins recommends that the Base Bid be awarded to the low bidder, GAC Contractors, Inc. in the amount of \$14,222,000.00. This project is included in the FY 16/17 budget and both the CRA and the utility budgets have adequate funds available to cover their share of the project. This project is expected to be completed in November 2018. Attached is a copy of the engineer of records recommendation and bid tabulation (Exhibit A) and a draft agreement (Exhibit B).

Staff recommends approval.



Atkins North America, Inc.
2114 Airport Boulevard, Suite 1450
Pensacola, Florida 32504

Telephone: +1.850.478.9844
Fax: +1.850.478.0620

www.atkinsglobal.com/northamerica

September 12, 2016

Kelly P. Jenkins, P.E.
City Engineer
110 South Arnold Road
Panama City Beach, Florida 32413

Re: Award of Contract
Project: Front Beach Road Segment 2 Redevelopment Project (Project No. CRA15-001-FBR2)

Dear Ms. Jenkins,

Atkins staff has reviewed the bid documents opened on September 8, 2016 for Front Beach Road Segment 2 Project. GAC Contractor, Inc. was the lowest bidder at \$14,222,000. A review of the bid tabulation sheets determined that GAC Contractor, Inc. bid included all of the required bid documentation. Atkins recommends that the Front Beach Road Segment 2 Project be awarded to GAC Contractor, Inc.

If additional information is needed, please contact myself at 850-478-9844.

Sincerely,

Kevin M. Morgan, P.E.
Project Engineer

Exhibit A

Project: Front Beach Road Segment 2 Redevelopment Project

Bid Opening Date: Thursday, September 8, 2016

Bid Location: Panama City Beach City Hall, 110 South Arnold Road

Bid Time: 2:00 p.m. CDT

Sequence Bids Were Opened	LIST OF BIDDERS	Bid Bond	Statement of Understanding	Trench Safety Act Compliance Document	Public Entry Crimes Statement	Sales Tax Exemption Addendum	Addendums 1	Addendums 2	Addendums 3	Addendums 4	Base Bid
1	C.W. Roberts Construction	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	\$17,790,637.00
2	GAC Contractors	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	\$14,222,000.00
3	Phoenix Construction	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	\$14,579,727.00

Form Submitted
 Form Not Submitted

Prepared By: **ATKINS** Engineer Signature: 

SECTION 00050

AGREEMENT

THIS AGREEMENT is made this 22 day of September, 2016 by and between THE CITY OF PANAMA CITY BEACH, FLORIDA, (hereinafter called "OWNER") and GAC Contractors, Inc., doing business as a corporation (an individual), or (a partnership), or (a corporation), having a business address of 4116 N. Highway 231 Panama City, Florida 32404 (hereinafter called "CONTRACTOR") , for the performance of the Work (as that terms is defined below) in connection with the Front Beach Road Segment 2 Redevelopment Project ("PROJECT"), to be located at Panama City Beach, Florida, in accordance with the Drawings and Technical Specifications prepared by ATKINS (Atkins North America, Inc.), 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 thirty (30) calendar days from the date of this AGREEMENT. It is currently anticipated that in no event shall CONTRACTOR be authorized to commence the performance of any portion of the WORK at the PROJECT site prior to final clearance of any and all necessary permits, as applicable. CONTRACTOR shall achieve Substantial Completion of the Work within 750 calendar days of the date of commencement, 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 \$ 4,500.00 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 fixed lump sum of \$14,222,000.00 as shown in the BID SCHEDULE, included within the Bid Proposal Form, as said amount may be hereafter adjusted pursuant to the terms of the Contract Documents ("CONTRACT PRICE").
5. The term "CONTRACT DOCUMENTS" means and includes the following documents, all of which are incorporated into this Agreement by this

reference:

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	DRUG FREE WORKPLACE PROGRAMS FORM
Section 00096	TRENCH SAFETY ACT CERTIFICATE OF COMPLIANCE
Section 00097	PUBLIC ENTITY CRIMES STATEMENT
Section 00098	SALES TAX EXEMPTION ADDENDUM
Section 00099	CERTIFICATE OF INSURANCE
Section 00100	GENERAL CONDITIONS
Section 00800	SUPPLEMENTAL CONDITIONS (including Section 00801 through Section 00807)
Section 01000	GENERAL REQUIREMENTS (including Section 01046 through Section 01705)

DRAWINGS prepared by ATKINS
Dated July 2016

DRAWINGS prepared by Preble-Rish, Inc.
Dated July 2016

TECHNICAL SPECIFICATIONS prepared or issued by ATKINS
dated July 2016.

ADDENDA

No. 1, dated August 22, 2016

No. 2, dated August 26, 2016

No. 3, dated September 6, 2016

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No. 4, dated September 7, 2016

The Contract Documents also include 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 (SR 79)
_____ Panama City Beach, FL 32413
ATTENTION: _____ Mario Gisbert, City Manager
Fax No.: _____ (850) 233-5108

If to Contractor:

AGREEMENT

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GAC Contractors Inc.
4116 N. Highway 231 Panama City, Florida 32404
Panama City, Florida 32404
ATTENTION: Mr. Derwin R. White
Fax No.: 850-769-3456

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 00098.
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 The Community Redevelopment Agency Program Manager.
16. CONTRACTOR acknowledges and agrees that no interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which the OWNER, PROJECT REPRESENTATIVE, or 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 00806 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, except for coverages specifically waived by OWNER in writing, 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 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 \$10,000,000,each occurrence and aggregate as required by OWNER.

ADDITIONAL INSURANCE

The OWNER requires the following additional types of insurance.

[None required at this time]

IN WITNESS WHEREOF, the parties hereto have executed or caused to be
AGREEMENT 00050-10

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: Derwin R. White
(Please Type)

NAME _____
(Please Type)

ADDRESS: 4116 N. Hwy 231
Panama City, Fl. 32404

END OF SECTION 00050