

RESOLUTION 19-53

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH RELIANT SOUTH CONSTRUCTION GROUP FOR CONSTRUCTION OF FIRE STATION IN AN AMOUNT OF \$5,001,752; AUTHORIZING A BUDGET AMENDMENT FOR THE PROJECT; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

BE IT RESOLVED by the City Council of the City of Panama City Beach that:

1. The appropriate Officers of the City are authorized to execute and deliver on behalf of the City that Agreement between the City and Reliant South Construction Group, relating to the construction of the Fire Station, in the basic amount of Five Million, One Thousand, Seven Hundred Fifty Two Dollars and No Cents (\$5,001,752), 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 and whose execution of such Agreement shall be conclusive evidence of such approval.
2. The following budget amendment (#9) is adopted for the City of Panama City Beach, Florida, for the fiscal year beginning October 1, 2018, and ending September 30, 2019, as shown in and in accordance with the attached and incorporated Exhibit B, to reflect the expenditure of funds for the purposes stated herein.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this 21st day of January, 2019.

CITY OF PANAMA CITY BEACH

By 

MIKE THOMAS, MAYOR

ATTEST:


CITY CLERK

DRAFT AIA Document A101™ - 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

The City of Panama City Beach, Florida, a Municipal Corporation
110 South Arnold Road
Panama City Beach, FL 32413

and the Contractor:
(Name, legal status, address and other information)

Reliant South Construction Group
230 W 5th Street
Panama City, FL 32401

for the following Project:
(Name, location and detailed description)

AA101 City of Panama City Beach - New Fire Station

The Architect:
(Name, legal status, address and other information)

DAG Architects
155 Harrison Avenue
Suite B
Panama City, FL 32401

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101™-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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(772)3716451

Exhibit A

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work.

(Check one of the following boxes and complete the necessary information.)

« » Not later than « » (« ») calendar days from the date of commencement of the Work.

« » By the following date: « »

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
Building, Building Site & Access Drive	365 calendar days from the date of Notice to Proceed

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be ~~« »~~ (\$ 5,081,752 ~~« »~~), subject to additions and deductions as provided in the Contract Documents.

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§ 4.2 Additional Breakout Costs/Alternates

§ 4.2.1 Breakout Cost-Alternates, if any, included in the Contract Sum:

Item	Price
-Bid Option 1: Install ATS and generator systems in full	\$150,870

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.3 Allowances, if any, included in the Contract Sum: (Identify each allowance.)

Item	Price
-Power Service	\$30,000
F.F.&E	\$50,000

§ 4.4 Unit prices, if any: (Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.5 Liquidated damages, if any: (Insert terms and conditions for liquidated damages, if any.)

« »

§ 4.6 Other: (Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

« »

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the ~~(25th)~~ day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the ~~(10th)~~ day of the ~~(next)~~ month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than ~~(thirty)~~ (~~(30)~~) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- 1 That portion of the Contract Sum properly allocable to completed Work;
- 2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- 3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- 1 The aggregate of any amounts previously paid by the Owner;
- 2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- 3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- 4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- 5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

« »

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

«10%»

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

«Insurance and Bonds»

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

«Withhold retainage at 10% of amounts billed up to 50% of the contract amount»

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201-2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- 1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- 2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

« »

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

« » % « »

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

« »

« »

« »

« »

§ 8.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

Arbitration pursuant to Section 15.4 of AIA Document A201-2017

Litigation in a court of competent jurisdiction

Other *(Specify)*

« »

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201-2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

« »

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Mario Gisbert, City Manager
110 South Arnold Road
Panama City Beach, FL 32413
850-233-5100, mgisbert@pcb.gov.com

« »

« »

« »

« »

« »

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

Richard Dodd, P.E.
230 West 6th Street
Panama City, FL 32401

« »

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850-213-5540 • dodd@reimmsouth.com

←→
←→

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

« »

§ 8.7 Other provisions:

« »

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this Agreement.)

« »

.5 Drawings

See Attachment A

.6 Specifications

See Attachment B

.7 Addenda, if any:

See Attachment C

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

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[✂] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

✂

[✂] The Sustainability Plan:

Title	Date	Pages
-------	------	-------

[✂] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™ 2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

✂

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

✂

(Printed name and title)

CONTRACTOR (Signature)

✂

(Printed name and title)

CITY OF PANAMA CITY BEACH
BUDGET TRANSFER FORM BF-10

No. BA # 9

FUND	GENERAL ACCOUNT NUMBER	ACCOUNT DESCRIPTION	APPROVED BUDGET	BUDGET ADJUSTMENT	NEW BUDGET BALANCE
TO	001-2200-522.65-90	Construction in Progress Other	3,100,000.00	1,902,000.00	5,002,000.00
TO	001-0000-389.90-70	Cash Carryforward Restricted	(3,989,425.00)	(172,000.00)	(4,161,425.00)
FROM	001-8100-999.94-00	Reserves Capital Expenditures	3,600,000.00	(1,730,000.00)	1,870,000.00
		Check Adjustment Totals:	2,710,575.00	0.00	2,710,575.00

BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:

To amend the fiscal year 2019 budget for the following related to proposed fire station #33 -

- 1 Increase current year construction cost by \$1,902,000 to reflect the roll forward of architectural design services not expended in FY 2018 of \$152,000 (timing) and to reflect the increase in construction costs for the station over that anticipated in the budget process \$1,750,000
- 2 Increase restricted cash carryforward fire impact fees as a result of timing \$152,000 and additional revenue received in FY 2018 over budget \$20,000
- 3 Appropriate funds needed to let contract for construction of fire station #33 from reserves designated for capital expenditures proposing that such reserves be replaced in future years from fire impact fee collections

ROUTING FOR APPROVAL

DEPARTMENT HEAD _____ DATE _____ CITY MANAGER _____ DATE _____

FINANCE DIRECTOR _____ DATE _____

Exhibit B



January 16, 2019

Mr. Al Shortt
City of Panama City Beach
104 S. Arnold Road
Panama City Beach, FL

RE: Panama City Beach – New Fire Station
Letter or Recommendation of ReliantSouth Construction Group

Dear Al:

Upon the completion of the bid opening for the Panama City Beach New Fire Station that occurred on January 15, 2019, ReliantSouth Construction Group was the low bidder. Below are the specifics which to move forward with:

Contractor: **ReliantSouth Construction Group**
Total Base Bid: **\$4,850,882** (includes building, building site and access drive)
Bid Option #1: \$150,870 (Install ATS and generator system in full)
Total Award Amount: **\$5,001,752**

It is the recommendation of DAG Architects that the Panama City Beach New Fire Station be awarded to ReliantSouth Construction Group as the contractor for the project.

Sincerely,

A handwritten signature in red ink, appearing to read 'Michael E. Higdon'.

Michael E. Higdon, RA
DAG Architects

Copy: Owen Gipson

DAG architects
AA C000745
455 harrison avenue
suite b
panama city, florida
32401
p 850.387.1671
www.dagarchitects.com



(850) 215-5540 Fax: (850) 215-5570

ReliantSouth.com

CITY OF PCB

JAN 15 2018

JMA

1:37

Sealed Bid Documents

To: City Manager
City of Panama City Beach
110 South Arnold Road
Panama City Beach, FL 32413

From: ReliantSouth Construction Group, Inc.
230 W. 5th Street
Panama City, Florida 32401
Corporation - CGC 1508082 & CGC 052036
(850) 215-5540

Date: January 15, 2019

Time: 2:00 PM CST

Re: City Panama City Beach New Fire Station

*Bid
ITEM*

*1B - Building AND Building Site
Add ~~to~~ \$80,000.00*

• Solutions • Value • Trust •

230 W. 5th Street • Panama City, FL 32401
495 Grand Blvd. • Miramar Beach, FL 32550
CCG 052036 & CGC 1508082

00 41 00 – BID FORM

DATE: 1/15/19

BIDDER: ReliantSouth Construction Group, Inc.
230 W. 5th Street
Panama City, Florida 32401

(Each bidder will fill in bidder's name and address in space above.)

TO: **THE CITY MANAGER, CITY OF PANAMA CITY BEACH, 110 SOUTH ARNOLD ROAD, PANAMA CITY BEACH, FLORIDA 32413.**

1. Pursuant to and in compliance with your invitation to bid and the contract documents relating to construction of **CITY OF PANAMA CITY BEACH NEW FIRE STATION.**

INCLUDING ADDENDA NO. # 1 1/8/19, #2 1/11/19, #3 1/14/19

The undersigned bidder, having become thoroughly familiar with the terms and conditions of the contract documents and with local conditions affecting performance and costs of the work at the place where the work is to be done, and having fully inspected the site in all particulars, hereby proposes and agrees to fully perform the work within the time stated and in strict accordance with the contract documents, for the following sum of money:

A. (BASE BID) FOR ALL WORK AS SHOWN REQUIRED FOR ACCESS DRIVEWAY FROM NAUTILUS STREET TO THE BUILDING SITE. SEE CIVIL FOR DELINEATION:

Three Hundred Seventy-Nine Thousand
One Hundred Nine Dollars DOLLARS \$ 379,109⁰⁰
and zero cents

B. (BASE BID) FOR ALL WORK AS SHOWN REQUIRED FOR BUILDING AND BUILDING SITE:

INCLUDE ALLOWANCES AS FOLLOWS:

1. Power Service Allowance: For Gulf Power Installation of underground power feed from Nautilus Street to Pad Mounted Transformer on site. – Include \$30,000
2. FF&E Allowance: For Furniture, Fixtures and Equipment – Include \$50,000
3. FOR ALL OTHER WORK AS SHOWN REQUIRED TO COMPLETE THE PROJECT IN ACCORDANCE WITH THE CONTRACT DOCUMENTS THAT IS NOT IN ALLOWANCES LISTED ABOVE AND NOT INCLUDED IN 1.A. ABOVE. THE SUM OF ITEMS B.1, B.2 & B.3:

Four Million, Three Hundred Ninety-one Thousand
Seven Hundred Seventy-three Dollars DOLLARS \$ 4,391,773⁰⁰
Doll and zero cents

2. ALTERNATES: **None at this time.**
3. Additional Breakout Costs for special components:

A: Electrical

Base Bid: Generator system (to include wiring, pad, and all accessories) will be future furnished by others. In lieu of installing a ATS, install a 800 amp/3 pole, 22k AIC, service rated enclosed main breaker. Rough-in generator,

coolant heater, and battery charger conduits with pullstring to the Main Electrical Room for future generator. Cap and mark conduits on both ends. No wiring is required in the future generator conduits.

Bid Option
Install ATS and generator systems in full.

One Hundred Fifty Thousand, Eight DOLLARS \$ 150,870⁰⁰
Hundred Seventy Dollars and Zero Cents

B: Architectural: Section 083600 - Four Fold Doors

Base Bid: Install the Basis of Design Product (FF701 Series Four-fold Doors) or equal as specified.

Bid Option
Install Door Engineering & Manufacturing Model FF800 (400 W Cherry Street, PO Box 5, Kasota, MN - 1-800-959-1352).

Two Thousand, Two Hundred Twenty- DOLLARS \$ 2,229⁰⁰
None Dollars & XX/100

4. I understand that the owner reserves the right to reject this bid but that this bid shall remain open and shall not be withdrawn for a period of 30 days after the date prescribed for its opening.
5. If written notice of the acceptance of this bid is mailed or delivered personally to the undersigned within 30 days after the date set for the opening of this bid, or at any time thereafter before it is withdrawn, the undersigned bidder will execute and deliver the contract documents to the owner in accordance with this bid as accepted, and will also furnish and deliver to the owner all required performance bond, labor and materials payment bond, and proof of insurance coverage required, all within 10 days after personal delivery or deposit in the mail of a notification of acceptance of this bid.
6. If awarded this contract, I agree to complete the work within 365 calendar days of Notice to proceed, and to pay liquidated damages as set forth in the Instructions to Bidders for failure to complete the project within the stated time.
7. Notice of acceptance or request for additional information may be addressed to the undersigned at the address set forth below.
8. Wherever in this proposal an amount is stated in both words and figures, in case of discrepancy between words and figures, the words shall prevail.
9. List of Sub-Contractor's proposed for this project will not be required at time of bidding. The low bidder will be required to deliver, to the architect's office within 48 hours after time of bid opening, a complete list of subcontractors and material suppliers for approval.
10. The names of all persons interested in the foregoing bid as principals are:

(IMPORTANT NOTICE: If bidder or other interested person is a corporation, give legal name of corporation, state where incorporated and names of the president and secretary of the corporation; if a partnership, give name of the firm and names of all individual co-partners composing the firm; if bidder or other interested person is an individual, give first and last names in full.)

ReliantSouth Construction Group, Inc., a Florida Corporation

Richard M. Dodd, President

John Meyer, Vice President- Secretary & Dalton Parker, Vice President

- 11. The undersigned bidder is licensed in accordance with the requirements of the State of Florida. Contractor will also include a copy of sub-contractor's license upon award of bid.

Richard M. Dodd or John W. Meyer

CGC052036 / CGC1508082

(Name of Holder)

(Certificate No.)

FIRM: ReliantSouth Construction Group, Inc.

BY: 

(SIGNATURE)

John Meyer

(PRINTED NAME)

TITLE: Vice President

ADDRESS: 230 W. 5th Street

Panama City, Florida 32401

CITY, STATE ZIP

PHONE #: 850-215-5540

Attachments:

- 00 41 01 – TRENCH SAFETY ADDENDUM
- 00 41 02 – DRUG-FREE WORKPLACE CERTIFICATION
- 00 41 03 – PUBLIC ENTITY CRIMES STATEMENT
- 00 41 04 – CERTIFICATION OF DEBARMENT, SUSPENSION, INELIGIBILITY & VOLUNTARY EXCLUSION
- 00 43 00 – LIST OF SUBCONTRACTORS
- 00 43 13 – BID BOND

END OF SECTION 00 41 00

00 41 01 - TRENCH SAFETY ADDENDUM

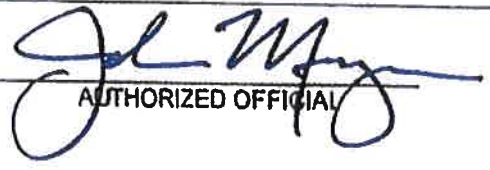
Any trench safety excavation having a depth in excess of five (5) feet will be subject to the Excavation Safety Standards established by the Occupational Safety and Health Administration, 29.C.F.R. s. 1926.650 Subpart P.

By the signature of its undersigned authorized representative, the Bidder hereby assures the Owner that any such excavation performed by the Bidder will be performed in compliance with all applicable trench safety standards.

The cost of compliance with applicable trench safety standards is estimated by the Bidder to be \$ 1,000 which cost is included in the amount of bid.

The specific methods of compliance with applicable Trench Safety Standards, and the cost of compliance are as follows:

Per OSHA Standards and ReliantSouth's Safety Program -Step back, sloping or trench box.



AUTHORIZED OFFICIAL

DRUG-FREE WORKPLACE CERTIFICATION

The below signed bidder certifies that it has implemented a Drug-Free Workplace Program. In order to have a Drug-Free Workplace Program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1., notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in drug abuse assistance or rehabilitation program of such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above Drug-Free Workplace requirements.

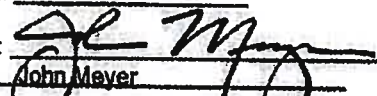
DATE: 1/15/19

COMPANY: ReliantSouth Construction Group, Inc.

ADDRESS: 230 W. 5th Street

CITY: Panama City STATE: FL ZIP CODE: 32401

TELEPHONE: 850-215-5540

SIGNATURE:  NAME

(PRINTED): John Meyer

TITLE: Vice President

END OF SECTION 00 41 02

**SWORN STATEMENT UNDER SECTION 287.133 (3) (A)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract for City of Panama City Beach
2. This sworn statement is submitted by ReliantSouth Construction Group, Inc. whose business address is 230 W. 5th Street, Panama City, Florida 32401
and (if applicable) Federal Employer Identification Number (FEIN) is 46-2605228 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:
3. My name is John Meyer and my relationship to the entity named above is Vice President
4. I understand that a "public entity crime" as defined in Paragraph 287.133 (1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "convicted" as defined in paragraph 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133 (1) (a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under an length agreement, shall be a prima facie case that one person controls another person. A person who knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in paragraph 287.133 (1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

X Neither the entity submitting this sworn statement, nor any officers, directors, executive, partners, shareholders, employees, member, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 And (please attach a copy of the final order)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the department of General Services.)

(Signature) [Handwritten Signature]
Date: 1/15/19

STATE OF FLORIDA
COUNTY OF Bay

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 15th day of January, 2019, and is personally known to me, or has provided _____⁹⁶ identification.

Notary Public [Handwritten Signature]
Lynna A Paulk

My Commission expires: December 8, 2020



END OF SECTION 00 41 03

Attachment

ED Form 80-0014, 9/90

**Certification Regarding Debarment, Suspension, Ineligibility and
Voluntary Exclusion – Lower Tier Covered Transactions**

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.


Instructions for Certification

- 1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

- 6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Nonprocurement List.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

NAME OF APPLICANT		PR/AWARD NUMBER AND/OR PROJECT NAME	
ReliantSouth Construction Group, Inc.		City of Panama City Beach Fire Station	
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE			
John Meyer, Vice President			
SIGNATURE		DATE	
		1/15/19	

ED 80-0014, 9/90 (Replaces GCS-009 (REV. 12/88), which is obsolete)

AIA Document 310 - 2010 Bid Bond

CONTRACTOR (Name, legal status and address):

ReliantSouth Construction Group, Inc.
230 West 5th Street
Panama City, Florida 32401

SURETY (Name, legal status and principal place of business):

Fidelity and Deposit Company of Maryland
1400 American Lane
Schaumburg, IL 60196

OWNER (Name, legal status and address):

City of Panama City Beach
110 S. Arnold Road
Panama City Beach, FL 32413

Bond Amount: Five percent (5%) of attached bid

PROJECT : (Name, location or address, and Project number, if any):

Panama City Beach - New Fire Station Construction

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters in to a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed by the Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 15 day of Jan, 2019

Lyman A. Pauer
(Witness) (Seal)

John Miller
(Witness) (Seal)

ReliantSouth Construction Group, LLC
(Principal) (Seal)

[Signature]
(Title) Vice President
Fidelity and Deposit Company of Maryland
(Surety)

George Byron Norris
(Title) George Byron Norris
Attorney-In-Fact

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by GERALD F. HALEY, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint George Byron NORRIS and Jan Marie NELSON, both of Panama City, Florida, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 17th day of April, A.D. 2017.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Dawn E. Brown*
Assistant Secretary
Dawn E. Brown

Gerald F. Haley
Vice President
Gerald F. Haley

State of Maryland
County of Baltimore

On this 17th day of April, A.D. 2017, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, GERALD F. HALEY, Vice President, and DAWN E. BROWN, Assistant Secretary, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn
Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



LICENSE NUMBER: **EGC-0807982**

EXPIRATION DATE: **AUGUST 31, 2020**

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RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR MEMBERS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



LICENSE NUMBER: EC0652086

EXPIRATION DATE: AUGUST 31, 2020

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