

RESOLUTION 21-226

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN ANNUAL AGREEMENT WITH ROBERTS AND ROBERTS, INC. FOR ASPHALT REPAIRS ARISING FROM UTILITY WORK, AT THE UNIT PRICES SPECIFIED IN THE BID PROPOSAL ADOPTED IN THE BODY OF THE RESOLUTION.

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 Roberts and Roberts, Inc., relating to Asphalt repairs and restoration services arising from Utility work, in substantially the form attached as Exhibit A and presented to the Council today, at the Unit Prices set forth in the Bid Proposal dated September 9, 2021, attached as Exhibit B and incorporated herein, with such changes, insertions or omissions to the Agreement 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 23rd day of September, 2021.

CITY OF PANAMA CITY BEACH

By: _____


Mark Sheldon, Mayor

ATTEST:



Lynne Fasone, City Clerk

Resolution 21-226

SECTION 00050

AGREEMENT

THIS AGREEMENT is made this 14th day of October 2021 by and between THE CITY OF PANAMA CITY BEACH, FLORIDA, (hereinafter called "OWNER") and Roberts & Roberts, Inc., doing business as a corporation, having a business address of 1741 N. Sherman Avenue, Panama City, FL (hereinafter called "CONTRACTOR"), for the performance of the Work (as that term is defined below), authorized by a Task Order, in connection with **PCB21-35 ITB Asphalt Repairs** to be located at various locations within the service area of Panama City Beach, Florida, in accordance with the Contract Documents and any duly executed Task Order hereafter specified.

WHEREAS, the scope of WORK to be performed by Contractor includes asphalt patching, concrete driveway and sidewalk patching, associated restoration, and the provision of base material required for these services by Contractor throughout the City of Panama City Beach as may be necessary for road cuts associated with utility work; and

WHEREAS, the specific services and scope of WORK to be performed by CONTRACTOR will be described in one or more work authorizations and attachments thereto ("Task Orders"), the form of such Task Order being set forth in Section 00098.

WHEREAS, the purpose of the Agreement is to set forth the obligations, responsibilities, terms and conditions applicable to the parties in the event CONTRACTOR performs any WORK for OWNER pursuant to a Task Order. The execution of the Contract will not authorize CONTRACTOR to perform any WORK for OWNER, but the terms and conditions of the Contract shall be considered a part of any and all Task Orders that may be issued thereafter to CONTRACTOR, unless

otherwise expressly noted in the subject Task Order.

WHEREAS, all Task Orders will be subject to the mutual agreement of OWNER and CONTRACTOR, such agreement being evidenced by the joint execution of the Task Order. If OWNER and CONTRACTOR cannot reach agreement on a specific Task Order, OWNER shall have the right to have such WORK performed by another contractor. Further, OWNER will have the right, in its sole discretion, to award other contracts for the performance of the WORK and to exclude any services or scope of Work, which otherwise may have been identified or anticipated under this Project, from the CONTRACTOR.

NOW, THEREFORE, the foregoing recitals are hereby incorporated as fully set forth hereinafter, and in consideration of the mutual covenants and agreements set forth herein, OWNER and CONTRACTOR 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.

ASPHALT REPAIR AGREEMENT

00050

Page 2 of 13

2. The CONTRACTOR will commence the Work required any Task Order within five (5) calendar days after the date of any NOTICE TO PROCEED that may be issued by OWNER with respect to any WORK authorized pursuant to the execution of a Task Order and will achieve Substantial Completion of the WORK within the timeframe set forth in such Task Order, 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.

The CONTRACTOR agrees to perform all of the Work described in the Contract Documents and comply with the terms therein based on Unit Prices in the Bid Schedule.

3. The CONTRACTOR agrees to pay the OWNER, as liquidated damages, the sum to be set forth in any applicable Task Order 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 to be set forth in any applicable Task Order in accordance with the unit prices shown in the BID SCHEDULE, included with 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 00031	BIDDER QUALIFICATION FORM
Section 00040	BID BOND
Section 00050	AGREEMENT
Section 00060	PERFORMANCE BOND
Section 00070	PAYMENT BOND
Section 00080	NOTICE OF AWARD
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 00098	OTHER REQUIRED DOCUMENTS
Section 00099	CERTIFICATE OF INSURANCE
Section 00100	GENERAL CONDITIONS
Section 00800	SUPPLEMENTAL CONDITIONS
Section 00808	SALES TAX EXEMPTION
Section 01010	SUMMARY OF WORK
Section 01150	MEASUREMENT AND PAYMENT
Section 01300	SUBMITTALS

SPECIFICATIONS prepared or issued by the City of Panama City Beach, dated July 2021.

The Contract Documents also includes any Task Orders executed by the parties and 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

17007 Panama City Beach Pkwy.

Panama City Beach, FL 32413

ATTENTION: Drew Whitman, City
Manager Fax No.: (850) 233-5116

If to Contractor:

ATTENTION: _____
Fax No.: _____

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. Mark Shaeffer, 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 retentions 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 \$2,000,000 Aggregate Limit
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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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17. Notwithstanding anything herein to the contrary, this Contract shall have an initial term of one (1) year from of the date it is executed by both OWNER and CONTRACTOR. This Contract may be renewed by the City for up to two, one-year terms, by written notice thereof ("Renewal Notice") at least sixty (60) days prior to the annual anniversary of this Contract. CONTRACTOR shall be obligated to complete all Task Orders issued prior to expiration of the Agreement or any renewal, subject to the other terms and conditions of the Contract, including but not limited to, OWNER'S right to terminate any and all such Task Orders for cause or its convenience.

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:

ASPHALT REPAIR AGREEMENT
Page 11 of 13

00050

CITY OF PANAMA CITY BEACH,
FLORIDA

ATTEST:

Lynne Fasone
Lynne Fasone, City Clerk

Amy [Signature]
City Attorney (as to form only)

BY: *D. Whitman*
Drew Whitman, City Manager

ATTEST:

Jose D. Shuler

NAME *Jose D Shuler*
(Please Type)

CONTRACTOR:

BY: *Charles W. Roberts III*

NAME: *Charles W. Roberts III*
(Please Type)

ADDRESS: *1538 Metropolitan Blvd.*
Tallahassee, FL 32308

[END OF SECTION
00050]

ASPHALT REPAIR AGREEMENT
00050
Page 13 of 13

SECTION 00080
NOTICE OF AWARD

TO: Roberts & Roberts
1341 Sherman Avenue
Panama City, FL 32405

PROJECT DESCRIPTION:

PCB21-35 ITB ASPHALT REPAIRS

The City of Panama City Beach ("City") has considered the BID submitted by you for the above-described Project in response to its Advertisement for Bids dated August 25, 2021, and associated Information for Bidders.

You are hereby notified that your unit price Bid in the Not-To-Exceed amount of \$ \$297,575 has been accepted by the City. Provided, however, nothing in this Notice or your delivery to the City of the Agreement executed by you (with the required Bonds and Certificates of Insurance) shall in any manner or way be deemed to create any contract between you and the City. No such contract shall be created unless and until the City signs the Agreement.

You are required by the Information for Bidders to execute the attached Agreements for each contract and furnish the required CONTRACTOR'S Performance Bonds, Payment Bonds, and Certificates of Insurance within ten (10) calendar days from the date of this Notice.

If you fail to execute said Agreements, together with the required Certificates of Insurance and Bonds, within ten (10) calendar days from the date of this Notice, City will be entitled to consider all your rights arising out of City's acceptance of your BID as abandoned and as a forfeiture of your Bid Deposit. The City will be entitled to all other rights and remedies as may be available to it at law.

You must return an acknowledged copy of this Notice of Award to the City, with the executed Agreements and required Certificates of Insurance and Bonds, within the above noted ten (10) calendar day period.

Dated this 14th day of October, 2021.

CITY OF PANAMA CITY BEACH

Owner

By: 

Name: Drew Whitman

Title: City Manager

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged

By 

This the 22nd day of October, 2021.

Name Charles W. Roberts III

Title President

[END OF SECTION 00080]

SUBMITTALS

01300-2

SECTION 00030

BID PROPOSAL FORM

This proposal of Roberts and Roberts, Inc. (hereinafter called "BIDDER"), organized and existing under the laws of the State of Florida, doing business as Corporation (a corporation, a partnership or an individual), whose Florida contractor's license number is CDC056766 is hereby submitted to the CITY OF PANAMA CITY BEACH (hereinafter called "OWNER").

In compliance with the requirements of the Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the **PCB21-35 ITB Asphalt Repairs** in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence Work on or before a date to be specified in the Notice to Proceed and upon notification by the City. Suitable notification shall include email correspondence.

BIDDER acknowledges receipt of the following ADDENDUM:

Addendum No. _____

Addendum No. _____

BASE BID

BIDDER agrees to perform all the WORK described in the CONTRACT DOCUMENTS for the following unit prices shown in the BID SCHEDULE.

The BIDDER proposes and agrees, if this Proposal is accepted, to contract with the OWNER in the required form of the Agreement, Section 00050, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the WORK in full and in accordance with the shown, noted, described and reasonably intended requirements of the CONTRACT DOCUMENTS according to the following schedule:

<u>No.</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Bid Amount</u>
1	<u>Prepare Base and add new Pavement - Type SP-9.5 or SP-12.5 Asphalt</u>				
	Base Material	CY	500	\$ 75.00	\$ 37500.00
	Asphalt Pavement	SY	1,500	\$ 25.00	\$ 37500.00
	Overlay Asphalt	SY	4,000	\$ 25.00	\$ 100000.00
2	<u>Prepare Base and add New Concrete</u>				
	Concrete Pavement	CY	300	\$ 325.00	\$ 97500.00
3	<u>Pavement Markings</u>				
	5" Striping - Painted	LF	200	\$ 6.50	\$ 1300.00
	5" Striping - Thermoplastic	LF	100	\$ 13.00	\$ 1300.00
	Crosswalks - Painted	SF	100	\$ 19.50	\$ 1950.00
	Crosswalks - Thermoplastic	SF	50	\$ 26.00	\$ 1300.00
	Stop Bars- Painted	LF	100	\$ 26.00	\$ 2600.00
	Stop Bars - Thermoplastic	LF	50	\$ 32.50	\$ 1625.00
4	<u>Testing</u>				
	Base Compaction Test	EA	100	\$ 150.00	\$ 15000.00

ESTIMATED TOTAL COST BASED ON ESTIMATED QUANTITIES \$ 297,575.00

By submitting this Bid, the CONTRACTOR understands that all work specified in these Contract Documents must be included in the Unit Price Bid above. If the numbers do not meet this requirement, your Bid will be disqualified and will not be considered for award.

Below, specify the names of the subcontractors, if any, to be used as part of your Base Bid:

Work Performed & Company Name

1. _____
2. _____
3. _____

Below, specify the manufacturers/suppliers of materials to be provided:

1. Asphalt Anderson Columbia / CWR Contracting
2. Concrete _____
3. Base Material Approved Pit

Limerock/base material must be from a current FDOT approved pit.

NOTES:

1. Bids unit price shall be all-inclusive of all fees.
2. BIDS shall be on the basis of a unit price, as noted above, and shall be the total compensation to be paid by OWNER for the complete WORK.
3. All bids are understood to include all associated charges for layout, restoration, insurance, taxes, field office and supervision, overhead and profit, bonds and miscellaneous items.
4. BIDS are intended for the duration of the One (1) year contract, with the City having the option to renew for Two (2) additional one-year terms.
4. The OWNER reserves the right to reject any and all bids received. The OWNER also reserves the right to purchase multiple combinations of line items from separate bidders.
5. Failure to insert a bid amount for any item in the Bid Schedule will be considered grounds for the OWNER to determine the BID is non-responsive.
6. By submitting this Bid, the BIDDER and the Bid Bond surety, are deemed to have stipulated and agreed that any and all claims, demands, actions or suits whatsoever, arising under this Bid and/or Bid Bonds, shall be subjected to the sole and exclusive jurisdiction and venue of the Circuit Court of Bay County, Florida. The BIDDER and Bid Bond surety do agree, by submittal of this Bid, that the sole and exclusive jurisdiction and venue in said forum is proper and

appropriate since performance of the underlying contract to be awarded is to be accomplished within Bay County, Florida.

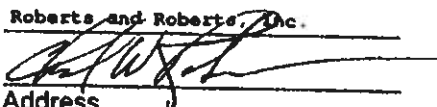
Bidder's Certification

BIDDER certifies that it has thoroughly familiarized itself with and inspected the site and has read and is thoroughly familiar with the CONTRACT DOCUMENTS. Additional site investigation, if deemed necessary by the BIDDER, shall be performed prior to BID submittal at the BIDDER's sole expense. Bidder certifies that the BID submitted is complete and is sufficient for the Bidder to provide a fully operational and working system in accordance with the CONTRACT DOCUMENTS. Furthermore, BIDDER certifies its understanding that neither the OWNER, PROJECT REPRESENTATIVE, nor ENGINEER shall provide any labor, equipment or materials of any kind, which may be required for the performance of the WORK, unless otherwise specifically directed by OWNER. Likewise, BIDDER certifies that it shall provide all equipment, materials, labor and services necessary to complete the WORK in accordance with the CONTRACT DOCUMENTS whether or not such equipment, material, labor, or service is expressly identified. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to its BID.

As required, the following documents are submitted with this Bid Proposal:

1. Bidder Qualification Form
2. Bid Bond – Section 00040
3. Statement Under Section 287.087, Florida Statutes, On Preference To Businesses With Drug-Free Workplace Programs – Section 0095
4. Public Entity Crimes Statement – Section 00097
5. Non-Collusion Affidavit – Section 00098
6. E-Verify Form – Section 00098
7. Conflict of Interest Statement – Section 00098
8. All acknowledged Addenda(s)

CONTRACTOR:

Roberts and Roberts, Inc.

Address
1741 Sherman Ave.
Panama City, FL 32405
850-215-8001
Phone Number
9/9/21
Date

[END OF SECTION 00030]



CITY OF PANAMA BEACH
 17007 Panama City Beach Parkway, Panama City Beach, FL 32413
 PCB21-35 - Asphalt Repairs - Bid Tabulation
 9/9/2021
 2:00 P.M.

CONTRACTOR/VENDOR	Base Amount	Asphalt Pavement	Asphalt	Concrete Pavement	5" Striping - Painted	5" Striping - Thermoplastic	Crosswalks Painted	Crosswalk Thermoplastic	Stop Bars Painted	Stop Bars Thermoplastic	Base Compaction Test	BID PROPOSAL FORM	BID BOND	BIDDER QUALIFICATION	PUBLIC ENTRY CRIMES STATEMENT	DRUG-FREE WORKPLACE	NON-COLLUSION AFFIDAVIT	CONFLICT OF INTEREST	E-VERIFY	ADDENDAS (IF APPLICABLE)
1 Roberts & Roberts Inc.	97,500	97,500	100,000	97,500	1300.00	1300.00	1950.00	1300.00	2600.00	1605.00	15,100	✓	✓	✓	✓	✓	✓	✓	✓	✓
2																				
3																				
4																				
5																				
6																				
7																				
8																				
9																				
10																				
11																				
12																				
13																				

ACORD**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

10/18/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGriff Insurance Services 3375-B Capital Circle, NE PO Box 14099 Tallahassee, FL 32317	CONTACT NAME: Stacy Rouslin	FAX (A/C, No): 888 328-1326	
	PHONE (A/C, No, Ext): 850 205-7039	E-MAIL ADDRESS: srouslin@mcgriff.com	
INSURED Roberts and Roberts Inc 1538 Metropolitan Blvd Tallahassee, FL 32308	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Travelers Indemnity Co of America		25615
	INSURER B : Travelers Property Casualty Co of Amerl		25674
	INSURER C : Liberty Mutual Fire Insurance Co		23035
	INSURER D :		
INSURER E :			
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	CO2L152604	08/15/2021	08/15/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	8102L153084	08/15/2021	08/15/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0	X	X	CUP2L204482	08/15/2021	08/15/2022	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below N N/A		X	WC2Z51292551011	01/01/2021	01/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Leased/Rented Equipment			QT6302L51309	08/15/2021	08/15/2022	\$600,000 Max Per Item

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage includes: Blanket Waiver of Subrogation all lines, Blanket Additional Insured Including Completed Operations, Per Project Aggregate, Primary and NonContributory Wording. Excess Liability follows underlying policy forms.

City of Panama City Beach is listed as additional insured with respect to liability when required by (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

City of Panama City Beach 116 South Arnold Road Panama City Beach, FL 32413	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Deb Shuler</i>
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DESCRIPTIONS (Continued from Page 1)

written contract.

No XCU Exclusion

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that:

- a. You agree in a written contract or agreement to include as an additional insured on this Coverage Part; and
- b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. Only as described in Paragraph (1), (2) or (3) below, whichever applies:

(1) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

- (a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or
- (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the written contract or agreement applies;

(2) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

- (a) The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

- (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; or

(3) If neither Paragraph (1) nor (2) above applies:

- (a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; and

- (b) Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether

COMMERCIAL GENERAL LIABILITY

this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.

b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

(b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may

result in a claim. To the extent possible, such notice should include:

(a) How, when and where the "occurrence" or offense took place;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

(a) Immediately record the specifics of the claim or "suit" and the date received; and

(b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

(3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

(4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.