

**RESOLUTION 21-131**

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH,  
FLORIDA APPROVING AN AGREEMENT WITH C.W. ROBERTS  
CONTRACTING, INC. FOR THE 2021 STREET RESURFACING  
PROJECT, IN AN AMOUNT NOT TO EXCEED \$1,600,690.64.**

**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 C.W. Roberts Contracting, Inc., for the striping of Cobb Road, the street resurfacing and striping of San Pablo Street, Christopher Drive, Colina Drive, Colina Circle, Summerwood Drive, Windridge Court, Sandalwood Court, Young Street, Oleander Circle, East Gulf Boulevard, E. Gulf Court, West Sonata Circle, East Sonata Circle, Caladium Circle, Short Street Woodland Street, and portions of Wisteria Street, Dogwood Street, and Evergreen Street, together with Utility Improvements on Young Street and San Souci, in an amount not to exceed One Million, Six Hundred Thousand, Six Hundred Ninety Dollars and Sixty-Four Cents (\$1,600,690.64), 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, whose execution of such agreement shall be conclusive evidence of such approval.

**AND BE IT FURTHER RESOLVED** that the City Manager is authorized to execute and deliver on behalf of the City change orders for unforeseen conditions related to this project in a cumulative amount that does not exceed \$61,702.12, provided that the City Engineer certifies that the change order does not expand the scope of the project, the Finance Director confirms the contingency amount set forth herein is not exceeded, and the City Attorney has reviewed the form of the change order.

**THIS RESOLUTION** shall be effective immediately upon passage.

**CITY OF PANAMA CITY BEACH**

By:   
Mark Sheldon, Mayor

**ATTEST:**

  
Lynne Fasone, City Clerk

PANAMA CITY BEACH –“STREET RESURFACING PROJECT – FY 2021”

SECTION 00050

**AGREEMENT**

THIS AGREEMENT is made this 14<sup>th</sup> day of April, 2021 by and between THE CITY OF PANAMA CITY BEACH, FLORIDA, (hereinafter called "OWNER") and CW Roberts Contracting Inc., doing business as a Corporation (an individual), or (a partnership), or (a corporation), having a business address of 1603 Bay Avenue, Panama City, FL. 32405 hereinafter called "CONTRACTOR"), for the performance of the Work (as that terms is defined below) in connection with the construction of "**STREET RESURFACING PROJECT – FY 2021**", to be located at Panama City Beach, Florida, in accordance with the Drawings and Specifications prepared by CITY OF PANAMA CITY BEACH, the Engineer of Record (hereinafter called "Engineer") and all other Contract Documents hereafter specified.

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

1. The CONTRACTOR shall furnish, at its sole expense, all supervision, labor, equipment, tools, material, and supplies to properly and efficiently perform all of the work required under the Contract Documents and shall be solely responsible for the payment of all taxes, permits and license fees, labor fringe benefits, insurance and bond premiums, and all other expenses and costs required to complete such work in accordance with this Agreement (collectively the "Work"). CONTRACTOR'S employees and personnel shall be qualified and experienced to perform the portions of the Work to which they have been assigned. In performing the Work hereunder, CONTRACTOR shall be an independent contractor, maintaining control over and having sole responsibility for CONTRACTOR'S employees and other personnel. Neither CONTRACTOR, nor any of CONTRACTOR'S sub-Contractors or sub-subcontractors, if any, nor any of their respective employees or personnel, shall be deemed servants, employees, or agents of OWNER.

PANAMA CITY BEACH –“STREET RESURFACING PROJECT – FY 2021”

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 and will achieve Substantial Completion of the Work within (90) consecutive calendar days of the required commencement date, except to the extent the period for Substantial Completion is extended pursuant to the terms of the Contract Documents (“Contract Time”). Final Completion of the Work shall be achieved by CONTRACTOR within the time period set forth in Section 15.2 of Section 01000, General Conditions.
3. The CONTRACTOR agrees to pay the OWNER, as liquidated damages, the sum of \$ 500.00/day 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 **Street Resurfacing Project – FY 2021** for a total Not to Exceed Contract of \$ 1,600,690.64 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”).

PANAMA CITY BEACH –“STREET RESURFACING PROJECT – FY 2021”

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
Section 00096	TRENCH SAFETY ACT
Section 00097	PUBLIC ENTITY CRIMES
Section 00099	CERTIFICATE OF INSURANCE
Section 00100	GENERAL CONDITIONS
Section 02221	EARTH EXCAVATION AND BACKFILL IN TRENCHES
Section 02240	DEWATERING
Section 02260	EXCAVATION SUPPORT AND PROTECTION
Section 02619	DUCTILE IRON PIPE AND FITTING
Section 02622	POLYVINYL CHLORIDE (PVC) PIPE AND FITTING
Section 02641	VALVES AND ACCESSORIES

Attachments:

SPECIFICATIONS prepared or issued by City of Panama City Beach.

CONSTRUCTION PLANS prepared or issued by City of Panama City Beach.

ADDENDA :

No. 1 , dated March 15, 2021

No. 2 , dated March 19, 2021

No. 3 , dated March 23, 2021

No.        , dated                     , 2021

PANAMA CITY BEACH –“STREET RESURFACING PROJECT – FY 2021”

The Contract Documents also includes any written amendments to any of the above signed by the party to be bound by such amendment. The Contract Documents are sometimes referred to herein as the “Agreement”.

6. The OWNER will pay the Contract Price to the CONTRACTOR in the manner and at such times as set forth in Contract Documents.
7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
8. This Agreement shall be governed by the laws of the State of Florida.
9. All notices required or made pursuant to this Agreement shall be in writing and, unless otherwise required by the express terms of this Agreement, may be given either (i) by mailing same by United States mail with proper postage affixed thereto, certified, return receipt requested, or (ii) by sending same by Federal Express, Express Mail, Airborne, Emery, Purolator or other expedited mail or package delivery, or (iii) by hand delivery to the appropriate address as herein provided. Notices to OWNER required hereunder shall be directed to the following address:

If to Owner:

\_\_\_\_\_  
City of Panama City Beach  
\_\_\_\_\_  
17007 Panama City Beach Parkway  
\_\_\_\_\_  
Panama City Beach, FL 32413  
ATTENTION: \_\_\_\_\_  
Al Shortt, Interim City Manager  
Fax No.: \_\_\_\_\_  
(850) 233-5108

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.

PANAMA CITY BEACH –“STREET RESURFACING PROJECT – FY 2021”

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.
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

PANAMA CITY BEACH –“STREET RESURFACING PROJECT – FY 2021”

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 Kelly Jenkins, ~~Interim~~ *Inf* Public Works Director.
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. 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

PANAMA CITY BEACH –“STREET RESURFACING PROJECT – FY 2021”

otherwise for any acceleration, soft costs, lost profits, special, indirect, incidental, or consequential damages of any kind or nature whatsoever.

17. INSURANCE - BASIC COVERAGES REQUIRED

The CONTRACTOR shall procure and maintain the following described insurance on policies and with insurers acceptable to OWNER. Current Insurance Service Office (ISO) policies, forms, and endorsements or equivalents, or broader, shall be used where applicable.

These insurance requirements shall not limit the liability of the CONTRACTOR. The insurance coverage 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.



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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

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The CONTRACTOR shall also purchase any other coverage required by law for the benefit of employees.

The CONTRACTOR shall provide to OWNER an Affidavit stating that it meets all the requirements of Florida Statute 440.02 (15) (d).

COMMERCIAL GENERAL LIABILITY COVERAGE

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

PANAMA CITY BEACH –“STREET RESURFACING PROJECT – FY 2021”

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 coverage as required for the underlying Commercial General, Business Automobile and Employers' Liability Coverage with no gaps in continuity of coverage 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

No other insurance will be required by the City for this Contract.

PANAMA CITY BEACH --"STREET RESURFACING PROJECT - FY 2021"

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in two (2) copies each of which shall be deemed an original on the date first written above.

(SEAL)

OWNER:

CITY OF PANAMA CITY BEACH,  
FLORIDA

ATTEST:

BY: al Shortt

Lynne Tesoro  
City Clerk

NAME: Al Shortt  
(Please type)

TITLE: Interim City Manager

A. Caldwell  
City Attorney (as to form only)

CONTRACTOR:

ATTEST:  
\_\_\_\_\_

BY: \_\_\_\_\_

NAME \_\_\_\_\_  
(Please Type)

NAME: \_\_\_\_\_  
(Please Type)

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

[END OF SECTION 00050]

# **ATTACHMENT #4**

## **Notice of Award**

**PANAMA CITY BEACH – “STREET RESURFACING PROJECT - FY 2021”**

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SECTION 00080

**NOTICE OF AWARD**

TO: C.W. Roberts Contracting Inc  
1603 Bay Avenue  
Panama City, FL. 32405

PROJECT DESCRIPTION:

**PANAMA CITY BEACH  
“STREET RESURFACING PROJECT – FY 2021”**

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 February 22 and March 1, 2021 and associated Information for Bidders.

You are hereby notified that your Bid in the not to exceed amount of \$ 1,600,690.64 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 Agreement and furnish the required CONTRACTOR'S Performance Bond, Payment Bond, and Certificates of Insurance within ten (10) calendar days from the date of this Notice.

If you fail to execute said Agreement, 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 Agreement and required Certificates of Insurance and Bonds, within the above noted ten (10) calendar day period.

Dated this 14<sup>th</sup> day of April, 2021.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

**PANAMA CITY BEACH – “STREET RESURFACING PROJECT - FY 2021”**

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CITY OF PANAMA CITY BEACH  
Owner

By 

Name: Al Shortt

Title: Interim City Manager

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged

By \_\_\_\_\_

This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Name \_\_\_\_\_

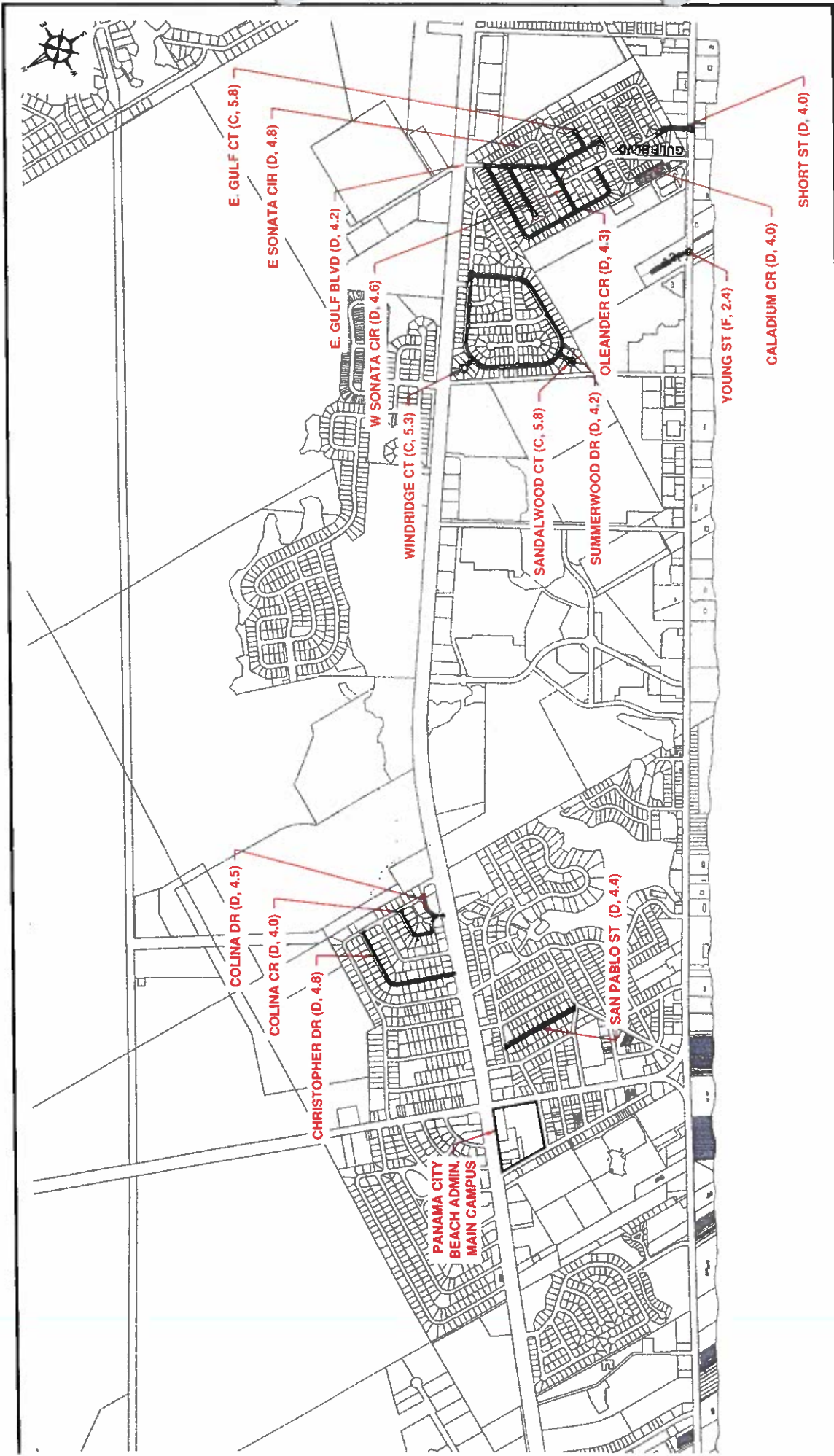
Title \_\_\_\_\_

[END OF SECTION 00080]

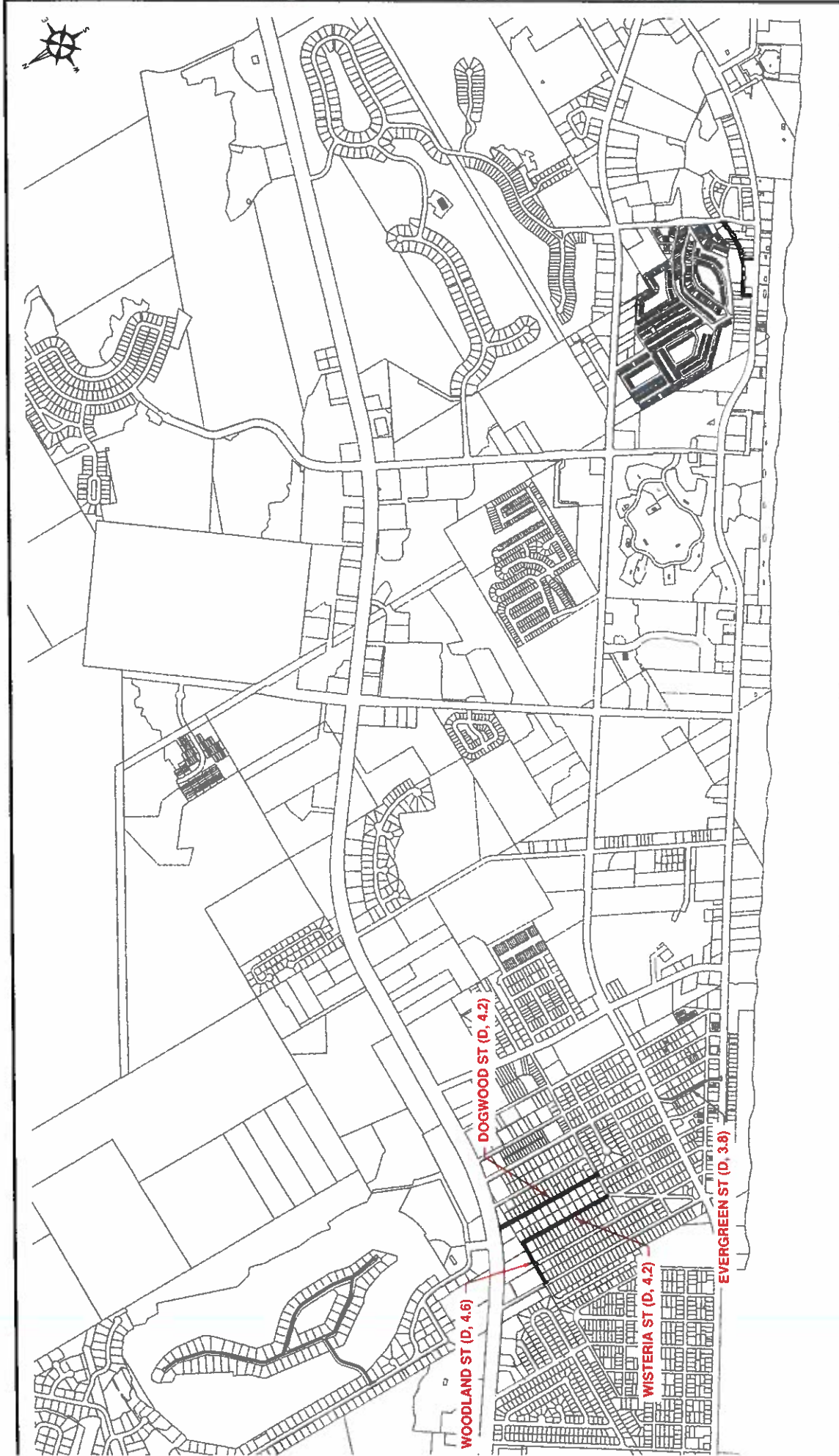
# **ATTACHMENT #5**

## **Proposed Street Map Overview**





NO.	DATE	BY	DATE	9-11-2020
			SCALE:	1"=120'
			DESIGNED BY:	M.O.R.
			DRAWN BY:	L.J.S.
			CHECKED BY:	M.O.R.
			FILE NO.:	
CITY OF <b>PANAMA CITY BEACH</b> <small>PANAMA CITY BEACH, FLORIDA 32413</small>				
<b>STREET RESURFACING PROJECT 2021</b> PROPOSED STREET MAP OVERVIEW				
116 SOUTH ARNOLD ROAD SHEET NUMBER <b>1 of 2</b>				



NO.	DATE	BY	DATE	8-11-2020
			1"-150'	
			DESIGNED BY: W.D.R.	
			DRAWN BY: L.J.S.	
			CHECKED BY: W.D.R.	
			FILE NO.	
CITY OF <b>PANAMA CITY BEACH</b> PANAMA CITY BEACH, FLORIDA 32413 116 SOUTH ARNOLD ROAD				
<b>STREET RESURFACING PROJECT 2021</b> PROPOSED STREET MAP OVERVIEW				
				SHEET NUMBER 2 of 2

# **ATTACHMENT #1**

## **Bid Tabulation Form**

# Bid Tabulation Form\_Street Resurfacing FY2021

3\_24\_2021 @ 1:00 pm

BIDDER	ADDRESS	Bid Bond	Public Entity Crimes	Drug Free	Insurance	Trench Safety	Add #1	Add #2	Add #3	LUMP SUM TOTAL	Comments
Roberts and Roberts Mathon Upfold	1741 Sherman Avenue										
M Roberts DeArville	1603 Bay Avenue	X	X	X	X	X	X	X	X	\$1,667,127.22	Provided FDOT Pre-Qualification
AC Arts Knight	4116 US 231										
Loenix Construction Lynn Brandenburg	1805 Tennessee Avenue Lynn Haven, FL. 32444										
American Sand and Asphalt Cokerly Smith	2911 S. Hwy 77 Lynn Haven, FL. 32444										

Means that mandatory items were included in Bid submittals

# **ATTACHMENT #2**

## **Bid Proposal Form**

**PANAMA CITY BEACH –“STREET RESURFACING PROJECT – FY 2021”**

SECTION 00030

**BID PROPOSAL FORM**

This proposal of C.W. Roberts Contracting, Inc. (hereinafter called "BIDDER"), organized and existing under the laws of the State of Florida, doing business as a corporation (a corporation, a partnership or an individual), whose Florida contractor's license number is CGC1505785 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 **Panama City Beach – “Street Resurfacing Project – FY2021”** 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 under the CONTRACT DOCUMENTS within ten (10) calendar days after the NOTICE TO PROCEED to be issued by Owner in writing and achieve Substantial Completion of the WORK within 90 consecutive calendar days thereafter. Final Completion of the WORK shall be achieved by BIDDER within the calendar days specified in the General Conditions after the date of Substantial Completion.

BIDDER further agrees to pay as liquidated damages, the sum of \$500.00 for each consecutive calendar day that expires after the Contract Time until Substantial Completion of the WORK is achieved as provided in Section 15 of the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

Addendum No. 1  
Addendum No. 2  
Addendum No. 3

## BASE BID

BIDDER agrees to perform all the WORK described in the CONTRACT DOCUMENTS for the following lump sum: \$1,667,127.22.

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:

### LUMP SUM BID SCHEDULE

Item #	Roadway Description	~ Length	Total
1	<b>San Pablo Street (Entire Road)</b> Mill 1" and resurface 1¼" minimum of SP 9.5 and 75 lb/yd <sup>2</sup> leveling course. Include striping per plans.	1,067 LF +/-	\$ 66,868.56
2	<b>Christopher Drive (Entire Road)</b> Mill 1" and resurface 1¼" minimum of SP 9.5 and 75 lb/yd <sup>2</sup> leveling course. Include striping per plans.	1,611 LF +/-	\$ 95,610.42
3	<b>Colina Drive (Entire Road)</b> Partial Mill 1" and resurface 1¼" minimum of SP 9.5 and 75 lb/yd <sup>2</sup> leveling course. Partial overlay 1 ¼" minimum SP 9.5 and 75 lb/yd <sup>2</sup> leveling course. Include striping per plans.	328 LF +/-	\$ 56,644.05
4	<b>Colina Circle (Entire Road)</b> Partial Mill 1" and resurface 1¼" minimum of SP 9.5 and 75 lb/yd <sup>2</sup> leveling course. Partial sawcut remove asphalt and base and replace with 8" crushed concrete base and 1½" minimum of SP 9.5. Include striping per plans.	906 LF +/-	\$ 66,704.09
5	<b>Summerwood Drive (Entire Road)</b> Partial overlay 1¼" minimum SP 9.5 and 75 lb/yd <sup>2</sup> leveling course. Partial sawcut remove asphalt and base and replace with 8" crushed concrete base and 1½" minimum of SP 9.5. Include striping per plans.	4,229 LF +/-	\$ 223,090.95
6	<b>Windridge Court (Entire Road)</b> Overlay 1¼" minimum SP 9.5 and 75 lb/yd <sup>2</sup> leveling course. Include striping per plans.	162 LF +/-	\$ 24,061.92

7	<b>Sandalwood Court (Entire Road)</b> Partial overlay 1¼" minimum SP 9.5 and 75 lb/yd <sup>2</sup> leveling course. Partial sawcut remove asphalt and base and replace with 8" crushed concrete base and 1½" minimum of SP 9.5. Include striping per plans.	188 LF +/-	\$ 30,844.22
8	<b>Young Street (Entire Road)</b> Sawcut remove asphalt and base and replace with 8" crushed concrete base and 1½" minimum of SP 9.5. Adjust the Alignment of the Roadway per plans. Include striping per plans.	516 LF +/-	\$ 79,112.30
9	<b>Oleander Circle (Entire Road)</b> Mill 1" and resurface 1¼" minimum of SP 9.5 and 75 lb/yd <sup>2</sup> leveling course. Include striping per plans.	2,644 LF +/-	\$ 133,438.22
10	<b>E. Gulf Boulevard (Entire Road)</b> Partial mill 1" and resurface 1¼" minimum of SP 9.5 and 75 lb/yd <sup>2</sup> leveling course. Partial overlay 1¼" minimum SP 9.5 and 75 lb/yd <sup>2</sup> leveling course. Include striping per plans.	1,650 LF +/-	\$ 115,781.54
11	<b>E. Gulf Court (Entire Road)</b> Overlay 1¼" minimum SP 9.5 and 75 lb/yd <sup>2</sup> leveling course. Include striping per plans.	247 LF +/-	\$ 21,672.25
12	<b>W. Sonata Circle (Entire Road)</b> Mill 2" and resurface 1¼" minimum of SP 9.5 and 75 lb/yd <sup>2</sup> leveling course. Include striping per plans.	639 LF +/-	\$ 50,598.18
13	<b>E. Sonata Circle (Entire Road)</b> Overlay 1¼" minimum SP 9.5 and 75 lb/yd <sup>2</sup> leveling course. Include striping per plans.	994 LF +/-	\$ 43,871.53
14	<b>Caladium Circle (Entire Road)</b> Partial Mill 1" and resurface 1¼" minimum of SP 9.5 and 75 lb/yd <sup>2</sup> leveling course. Partial sawcut remove asphalt and base and replace with 8" crushed concrete base and 1½" minimum of SP 9.5. Include striping per plans.	1477 LF +/-	\$ 108,622.82
15	<b>Short Street (Entire Road)</b> Partial Mill 1-1/2" and resurface 1¼" minimum of SP 9.5 and 75 lb/yd <sup>2</sup> leveling course. Partial sawcut remove asphalt and base and replace with 8" crushed concrete base and 1½" minimum of SP 9.5. Grading Plan for Roadway provided in plans. Include striping per plans.	373 LF +/-	\$ 48,486.42
16	<b>Woodland Street (Entire Road)</b> Overlay 1¼" minimum SP 9.5 and 75 lb/yd <sup>2</sup> leveling course. Include striping per plans.	598 LF +/-	\$ 37,566.99
17	<b>Wisteria Street (Agave Street to Woodland Street)</b> Overlay 1¼" minimum SP 9.5 and 75 lb/yd <sup>2</sup> leveling course. Include striping per plans.	1,311 LF +/-	\$ 63,528.44
18	<b>Dogwood Street (Agave Street to PCB Parkway)</b> Overlay 1¼" minimum SP 9.5 and 75 lb/yd <sup>2</sup> leveling course. Include striping per plans.	1,466 LF +/-	\$ 65,853.61



19	Evergreen Street (Front Beach Road to Middle Beach Road) Overlay 1½" minimum SP 9.5 and 75 lb/yd <sup>2</sup> leveling course. Include striping per plans.	809 LF +/-	\$ 46,861.67
20	Parkhill Circle, Collins Drive, & Leary Circle (Front Beach Road to Churchwell Drive) Partial Mill 1-1/2" and resurface 1½" minimum of SP 9.5 and 75 lb/yd <sup>2</sup> leveling course. Partial sawcut remove asphalt and base and replace with 8" crushed concrete base and 1½" minimum of SP 9.5. Include striping per plans.	1282 LF +/-	\$ 287,909.04
<b>LUMP SUM BID (1+2+3+4+5+6+7+8+9+10+11+12+13+14+15+16+17+18+19+20)</b>		<b>\$ 1,667,127.22</b>	
One Million Six Hundred Sixty-Seven Thousand One Hundred Twenty-Seven <b>(IN WORDS) Dollars and Twenty-Two Cents</b>			

All existing striping is to be replaced with thermoplastic markings unless noted otherwise. Follow FDOT specifications for thermoplastic markings per specifications at all roadways that intersect an FDOT roadway.

**ADDITIVE ALTERNATES (Utilities Improvements)**

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>		
21	YOUNG STREET (UTILITIES IMPROVEMENTS) Per Plans				
	FURNISH AND INSTALL WATER MAIN, INCLUDING BUT NOT LIMITED TO TRENCHING, BEDDING, BACKFILLING TO SUBGRADE, VALVES, FITTINGS, INDIVIDUAL WATER SERVICES, HYDRANTS, AND ASSOCIATED APPURTENANCES AS SHOWN IN CONSTRUCTION PLANS.	\$ 70,556.17 EA	\$ 75,474.75		
	ABANDON EXISTING 2" WATERMAIN, INCLUDING BUT NOT LIMITED TO FURNISH AND INSTALL MJ PLUG AT EXISTING GATE VALVE AND GROUT FILL EXISITING LINE.	\$ 4,918.58 EA			
<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT OF MEASURE</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
22	YOUNG STREET UTILITIES IMPROVEMENT (Addition to Base Bid) - Furnish and install additional water service on main side of road, short tap, from main to curb stop including service tubing, tapping saddle and Corp Stop.	5	EA	\$ 2,164.58 EA	\$ 10,822.90

23	YOUNG STREET UTILITIES IMPROVEMENT (Addition to Base Bid) – Furnish and install additional water service to opposite side of road from main, long tap, to curb stop including service tubing, tapping saddle, and Corp Stop.	5	EA	\$ 2,187.29 EA	\$ 10,936.45
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**ADDITIVE ALTERNATES (Street Resurfacing)**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENSION
24	S. SAN SOUCI ST (Additive Alternate 1)	1	EA	\$ 15,226.52 EA	\$ 15,226.52
25	S. SAN SOUCI ST (Additive Alternate 2)	1	EA	\$ 19,476.54 EA	\$ 19,476.54
26	STANDARD SPEED HUMP (including striping and signage)	6	EA	\$ 3,569.10 EA.	\$ 21,414.60
27	SPEED HUMP WITH DRAINAGE NOTCH (including striping and signage)	6	EA	\$ 3,569.10 EA.	\$ 21,414.60
28	STRIPING: Stop Bars and Stop Letters	20	EA	\$ 278.98 EA.	\$ 5,579.60
29	STRIPING: Stop Bars	20	EA	\$ 111.59 EA.	\$ 2,231.80
30	STRIPING: Speed Humps	20	EA	\$ 669.55 EA.	\$ 13,391.00

**NOTE:**

1. BIDS shall include sales tax and all other applicable taxes and fees. The OWNER may elect to utilize the Sales Tax Exemption Addendum (Section 00098) for material at its sole discretion.

2. BIDS shall be on the basis of a lump sum price, as noted above, and shall be the total compensation to be paid by OWNER for the complete WORK.
3. Bid unit prices and quantities, shall be applicable for any revisions to the WORK (either additions or omissions). In addition, these unit prices and quantities shall be reflected in the Schedule of Values as specified in the General Conditions. All unit prices are understood to include all associated charges for layout, insurance, taxes, field office and supervision, overhead and profit, bonds and miscellaneous items.
4. The OWNER reserves the right to reject any and all bids received.
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.
7. Each bidder is requested to submit a bid amount for each street individually with a lump sum total. The contract will be awarded to the qualified bidder submitting the lowest lump sum total bid. In the event the low bid exceeds budgeted funds, paving will be prioritized, and the City reserves the right to delete any street (s) from the project list.

#### **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. Such occurrences are deemed subsidiary obligations of the contract for which complete compensation is made under the Lump Sum. 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. Bid Bond – Section 00040
2. Executed Statement Under Section 287.087, Florida Statutes, On Preference To Businesses With Drug-Free Workplace Programs – Section 0095
3. Executed Public Entity Crimes Statement – Section 00097
4. Trench Safety Act – Section 00096
5. Certificates of Insurance – Section 00099
6. All acknowledged Addenda

**CONTRACTOR:**

C.W. Roberts Contracting, Inc.

1603 Bay Ave. Panama City, FL. 32405  
Address

850-769-6640  
Phone Number

3-24-2021  
Date

[END OF SECTION 00030]

# **ATTACHMENT #3**

## **Agreement**