



CITY OF PANAMA CITY BEACH

December 9, 2022

ADDENDUM NO. 2

PCB23-13 ITB STREET RESURFACING PROJECT – FY 2023

Revisions:

The bid due date for this solicitation has been extended to the following date and time:

Bids will be received until Wednesday, December 21st, 2022, at 1:00 PM CDT and will be opened and read publicly immediately thereafter. Bids may be submitted electronically through the DemandStar Bid portal. Emailed submissions will not be accepted. Alternatively, paper Bids (one original, one copy, one electronic copy-USB preferred) shall be submitted in an envelope clearly marked “**Sealed Bid PCB 23-13 ITB – Street Resurfacing Project – FY 2023**”. Receipt of a paper bid by any Panama City Beach office, receptionist, or personnel other than the City Hall front reception desk does not constitute “receipt” as required by this solicitation. The time received at City Hall shall be conclusive as to the timeliness of receipt. All paper Bids shall be delivered or mailed to: City of Panama City Beach City Hall, Attn: Purchasing Manager, 17007 Panama City Beach Parkway, Panama City Beach, FL 32413.

The deadline for questions has been extended to the close of business on Wednesday, December 14th, 2022.

Additionally, the following items have been revised and incorporated into this bid:

1. Two forms were inadvertently omitted from the original bid documents. These documents are hereby incorporated into the General Conditions and are required with bid submissions.
 - Conflict/Non-Conflict of Interest Statement – Attachment 1
 - Non-Collusion Affidavit – Attachment 2

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2. Updated Street Resurfacing Specifications – Attachment 3
3. Revisions to Section 00030 – Bid Proposal Form – Attachment 4
 - Third additive alternative added – Full Depth Restoration.
 - Page 00030-1, Paragraph 4 – Change substantial completion of work within 90 days to **120 days**.
3. Revisions to Section 00050 – Agreement – Attachment 5
 - Paragraph 4 – Change substantial completion of work within 90 days to **120 days**.

Clarifications:

In locations where “Sawcut & Remove Asphalt & Base” is specified and soil mixing is not possible due to the size of the area prescribed or subsurface obstructions are present restricting practical application of the 12” Sub-Base (Stabilized to 50 LBR Min. compacted to 95% density ASTM D 1557) – Six (6) inches of crushed concrete base, meeting the City’s base requirements, can be submitted.

CONFLICT OF INTEREST STATEMENT – Attachment 1

Check one:

To the best of our knowledge, the undersigned Respondent has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

or

The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project. This includes and requires disclosure of any officer, director, partner, proprietor, associate, or agent of the Respondent who is also an officer or employee of the City or of its boards or committees.

LITIGATION STATEMENT

Check One:

The undersigned Respondent has had no litigation and/or judgments entered against it by any local, state, or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.

or

The undersigned Respondent, by attachment to this form, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state, or federal entity, by any state or federal court, during the past ten (10) years.

COMPANY: _____

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your proposal.

NON-COLLUSION AFFIDAVIT – Attachment 2

STATE OF FLORIDA

COUNTY OF (_____)

_____ being, first duly sworn, deposes and says that he is _____ of _____, the party making the foregoing Proposal or Bid; that such Bid is genuine and not collusive or sham: that said vendor is not financially interested in or otherwise affiliated in a business way with any other vendor on the same contract; that said vendor has not colluded, conspired, connived, or agreed, directly or indirectly, with any vendors or person, to put in a sham bid or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or any other vendor, or to fix any overhead, profit or cost element of said bid price, or that of any other vendor, or to secure any advantage against the City of Panama City Beach, Florida, or any person or persons interested in the proposed contract; and that all statements contained in said proposal or bid are true; and further, that such vendor has not directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

Affiant

Sworn to and subscribed before me this _____ day of _____, 20____.

Notary Public

**2023 STREET RESURFACING
SPECIFICATIONS
City of Panama City Beach
Attachment 3**

GENERAL:

- A. Resurfacing shall match existing pavement widths (unless plans indicate otherwise) and include intersection radius areas and cul-de-sacs where applicable. Tie-ins and transitions to existing streets and driveway connections shall be such that abrupt asphalt edges are eliminated.
- B. Existing pavement markings and striping shall be replaced, or new markings/stripes installed not earlier than thirty (30) days and not later than forty-five (45) days of placing asphalt, unless otherwise directed by the Engineer. Materials shall be thermoplastic in accordance with FDOT standards.
- C. Thermoplastic markings include 24” Stop Bars and Stop Messages (all intersections), as well as double yellow line markings (at FDOT intersections only) in accordance with 2008 FDOT Design Standards Index No. 17346, sheets 1 & 3. Payment is included in items # 1,2,3 and 4 in Bid Form and shall meet Chapter 711.
- D. The Contractor is responsible for the hauling and the disposal of all millings, demolished concrete or asphaltic concrete, and all excess excavated base. Per Local and State Regulations.

PRODUCTS:

- A. Bituminous material for tack coat shall meet the standard specifications for the Florida Department of Transportation specifications, Section 300 for grade used and may be any suitable grade of RS.
- B. Bituminous concrete material for leveling course shall meet the standard specifications for the Florida Department of Transportation for SP 9.5 or SP 12.5. (Locations for SP 9.5 and SP 12.5 Specified in Construction Plans)
- C. Asphaltic concrete surface material shall conform to the applicable sections of the Florida Department of Transportation Specifications, Sections 330 and 334 for SP 9.5 or SP 12.5 Asphaltic Concrete Surface Course. (Locations for SP 9.5 and SP 12.5 Specified in Construction Plans)

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- D. Base material shall be crushed concrete (**Recycled Concrete Aggregate “RCA”**) and shall adhere to FDOT specs from Section **204 Graded Aggregate Base 911 Base and Stabilized Base Materials** of FDOT Standard Specifications for Road and Bridge Construction. Having a LBR of no less than **400 150** and proper gradation. In lieu of crushed concrete the City will also accept a graded aggregate base per FDOT Specification **from section 204 Graded Aggregate Base** for Group 2 (granite, gneiss, or quartzite).

INSTALLATION:

- A. Prior to the application of the surface course, all loose dust, dirt, and foreign material which might prevent proper bond with the existing surface shall be removed to the full width of the area to be resurfaced by means of approved mechanical sweepers and supplemented by hand sweeping if required.
- B. Any existing potholes or damaged areas less than 2 square yards in surface area shall be repaired by the Contractor as part of the base bid. In addition, there may be larger areas specifically identified in Street Resurfacing Construction Plans which shall also be part of the base bid. These larger areas shall be saw cut, with the asphalt and base removed entirely and replaced with 8 inches of crushed concrete or City approved equal that meets current FDOT design guidelines from an approved FDOT source and compacted to a density of 98% modified proctor and patched with 1” of SP 9.5 or SP 12.5 to match the surrounding existing pavement elevations. (Locations for SP 9.5 and SP 12.5 Specified in Construction Plans)

In the circumstance that other larger areas are identified, during construction, they are to be saw cut and patched in the same manner prescribed above in the areas to be resurfaced prior to placing the leveling course. The Contractor shall provide a unit price per square yard that includes saw cutting and removal, base repair, and asphaltic patch course for these larger areas. The City shall indicate the areas to be repaired by field marking. The Contractor shall give the City 72 hours notice to allow said marking prior to commencing work on that road.

- C. Apply bituminous tack coat at a rate between 0.06 and 0.08 gallons per square yard. Bituminous material shall be heated per manufacturer’s recommendations.
- D. Leveling course will be required and shall be applied at an average rate of seventy-five (75) pounds per square yard on all streets on the list.
- E. All manhole castings, valve boxes or other utility castings within the area to be surfaced shall be adjusted to the final surface elevation by the Contractor. The work shall be accomplished in such manner as to leave the casting permanently

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in its correct position. When possible, adjustments shall be made prior to final application of asphalt.

- F. Shoulders of resurfaced streets shall be cleaned, filled if necessary, graded, fertilized, seeded, and mulched to FDOT specifications for a distance of four feet from the edge of pavement except where existing turf grass is maintained by others. In those areas, any turf grass noticeably damaged by the Contractor during the course of any work shall be replaced with matching sod.
- G. The asphaltic concrete wearing surface shall be placed and compacted to a final thickness of not less than one (1) inch. Price shall include temporary striping.
- H. Speed Hump(s) shall include unit prices for two (2) different types of speed humps. These unit prices shall be good for up to 6 of each type of speed humps with striping and signage. See Standard Speed Hump and Speed Hump with Drainage Notch in details on construction plans for installation. Location to be specified by Wyatt Rothwell, Public Works Engineer, at a later time and coordinated in the field.

QUALITY CONTROL:

- A. The Contractor shall retain the services of a qualified testing company approved by the City to provide quality control services in accordance with FDOT requirements. All field testing shall be performed in the presence of City personnel. Provide 24-hour notice prior to field testing.
- B. The asphaltic concrete shall be tested for thickness and compaction in accordance with the Florida Department of Transportation Section 334. One core test for thickness shall be performed for every 500 feet of resurfaced street and one core density test shall be performed for every 1,000 feet of resurfaced street. For Streets that are shorter than 1000 feet, one core will be taken for the measurement of thickness and tested for density. Test results shall be submitted to City's Public Works Engineering Department for review and approval with a map showing location of each core.
- C. A representative of the City of Panama City Beach shall be present when cores are cut.
- D. The finished surface shall be of uniform texture and compaction. The surface shall have no pulled, torn, or loosened portions and shall be free of segregation, sand streaks, sand spots or ripples.
- E. Any areas of failing to meet specifications shall be corrected at the Contractor's expense.

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- F. It will be the Contractor’s responsibility to coordinate with the Public Work Inspector, Jacob Shores 850-258-4233, each day prior to the start of the workday to specify location and duration of work. Even if there is no activity scheduled. For scheduling work around planned events at Aaron Bessant Park when working on the Aaron Bessant Access Rd and Parking area coordinate with the Parks and Recreation’s Director Cheryl Joyner 850-628-5419.
- G. Two-Way traffic to be maintained or flagman to be provided at all times.
- H. No Roads may be closed without the authorization from the City Manager. The contractor is also responsible for all signage and Maintenance of Traffic (M.O.T).
- I. The contractor is advised that any sod or irrigation that is damaged in the Right of way (R.O.W) is the contractor’s responsibility to replace at the contractor’s expense.

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SECTION 00030

BID PROPOSAL FORM

This proposal of _____ (hereinafter called "BIDDER"), organized and existing under the laws of the State of _____, doing business as _____ (a corporation, a partnership or an individual), whose Florida contractor's license number is _____ 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 **PCB23-13 ITB Street Resurfacing Project – FY2023** 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 **120** 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 \$1,694.00 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. _____
Addendum No. _____
Addendum No. _____

BASE BID

BIDDER agrees to perform all the WORK described in the CONTRACT

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DOCUMENTS for the following lump sum: _____.

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	Fairway Circle Extension Patch Sawcut and replace a section around a double barrel cross drain recompacting from the pipe bedding below the pipe haunches and restore, per a modified FDOT Index 125-001. Replace with 8" crushed concrete base and 2" minimum of SP 12.5. Include striping per plans.	+/- 30 Feet	\$
2	Lynn Street Mill 1-1/2" and resurface 1 1/4" minimum of SP 9.5. Include striping per plans.	+/- 442 Feet	\$
3	Cathy Place Mill 1-1/4" and resurface 1 1/4" minimum of SP 9.5. Include striping per plans.	+/- 603 Feet	\$
4	Sands Street Partial Mill 1-1/4" and resurface 1 1/4" minimum of SP 9.5. Partial sawcut remove asphalt and base and replace with 12" of Sub-base stabilization, 8" crushed concrete base, and 2" minimum of SP 9.5. Include striping per plans.	+/- 1,176 Feet	\$
5	West Ashley Drive Partial Mill 2" and resurface 2-1/2" minimum of SP 12.5. Partial sawcut remove asphalt and base and replace with 12" of Sub-base stabilization, 12" crushed concrete base, and 2-1/2" minimum of SP 12.5. Include striping per plans.	+/- 2,910 Feet	\$
6	East Ashley Drive Partial Mill 2-1/2" and resurface 2-1/2" minimum of SP 12.5. Partial sawcut remove asphalt and base and replace with 12" of Sub-base stabilization, 12" crushed concrete base, and 2-1/2" minimum of SP 12.5. Include striping per plans.	+/- 2,590 Feet	\$
7	Sundial Street. Partial Mill 2-1/2" and resurface 1 1/4" minimum of SP 9.5. Partial sawcut remove asphalt and base and replace with 12" of Sub-base	+/- 1,683 Feet	\$

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	stabilization, 8" crushed concrete base, and 2" minimum of SP 9.5. Partial overlay 1" minimum SP 9.5 and 75 lb/yd ² leveling course. Include striping per plans.		
8	Suntime Street Mill 2-1/2" and resurface 1 1/4" minimum of SP 9.5. Include striping per plans.	+/- 397 Feet	\$
9	Caribbean Way Partial Mill 1-1/4" and resurface 1-1/4" minimum of SP 9.5. Partial Mill 1" and resurface 1-1/4" minimum of SP 9.5. Partial sawcut remove asphalt and base and replace with 12" of Sub-base stabilization, 8" crushed concrete base, and 2" minimum of SP 9.5. Include striping per plans.	+/- 1,006 Feet	\$
10	Manistee Drive Partial Mill 2-1/4" and resurface 1-1/4" minimum of SP 9.5. Partial Mill 1-1/4" and resurface 1-1/4" minimum of SP 9.5.	+/- 3,136 Feet	\$
11	Escanaba Avenue. Partial Mill 1-1/2" and resurface 1 1/4" minimum of SP 9.5. Partial sawcut remove asphalt and base and replace with 12" of Sub-base stabilization, 8" crushed concrete base, and 2" minimum of SP 9.5. Include striping per plans.	+/- 3,549 Feet	\$
12	Half Acre Lane Mill 1-1/2" and resurface 1 1/4" minimum of SP 9.5. Include striping per plans.	+/- 1,177 Feet	\$
13	Santo Thomas Partial Mill 1-1/2" and resurface 1 1/4" minimum of SP 9.5. Partial sawcut remove asphalt and base and replace with 12" of Sub-base stabilization, 8" crushed concrete base, and 2" minimum of SP 9.5. Include striping per plans.	+/- 1,240 Feet	\$
14	North El Centro Boulevard Mill 1-1/2" and resurface 1 1/4" minimum of SP 9.5. Include striping per plans.	+/- 1,321 Feet	\$
15	San Gabriel Street Mill 1-1/2" and resurface 1 1/4" minimum of SP 9.5. Include striping per plans.	+/- 910 Feet	\$
16	Lakeside Circle Partial Mill 2-1/4" and resurface 1 1/4" minimum of SP 9.5. Partial sawcut remove asphalt and base and replace with 12" of Sub-base stabilization, 8" crushed concrete base, and 2" minimum of SP 9.5. Include striping per plans.	+/- 901 Feet	\$
17	Castile Avenue Partial Mill 2" and resurface 1 1/4" minimum of SP 9.5. Partially overlay 1" minimum SP 9.5 and 75 lb/yd ² leveling course. Include striping per	+/- 1,276 Feet	\$

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	plans.		
18	<p>Castile Circle Partial Mill 2" and resurface 1-1/4" minimum of SP 9.5. Partial sawcut remove asphalt and base and replace with 12" of Sub-base stabilization, 8" crushed concrete base, and 2" minimum of SP 9.5. Include striping per plans.</p>	+/- 305 Feet	\$
19	<p>Villa Court Partial Mill 2" and resurface 1 1/4" minimum of SP 9.5. Partially overlay 1" minimum SP 9.5 and 75 lb/yd^2 leveling course. Include striping per plans.</p>	+/- 229 Feet	\$
20	<p>Habanero Avenue Overlay 1" minimum SP 9.5 and 75 lb/yd^2 leveling course. Include striping per plans.</p>	+/- 922 Feet	\$
21	<p>Sky Avenue Mill 1-1/2" and resurface 1 1/4" minimum of SP 9.5. Include striping per plans.</p>	+/- 925 Feet	\$
22	<p>Woodtrail Drive Partial Mill 1" and resurface 1-1/4" minimum of SP 9.5. Partial sawcut remove asphalt and base and replace with 12" of Sub-base stabilization, 8" crushed concrete base, and 2" minimum of SP 9.5. Include striping per plans.</p>	+/- 1,121 Feet	\$
23	<p>Windridge Lane Mill 1" and resurface 1-1/4" minimum of SP 9.5. Include striping per plans.</p>	+/- 612 Feet	\$
24	<p>Sandalwood Lane Partial Mill 1" and resurface 1-1/4" minimum of SP 9.5. Partial sawcut remove asphalt and base and replace with 12" of Sub-base stabilization, 8" crushed concrete base, and 2" minimum of SP 9.5. Include striping per plans.</p>	+/- 1,080 Feet	\$
25	<p>Loblolly Court Mill 1" and resurface 1-1/4" minimum of SP 9.5. Include striping per plans.</p>	+/- 281 Feet	\$
26	<p>Oleander Court Partial sawcut remove asphalt and base and replace with 12" of Sub-base stabilization, 8" crushed concrete base, and 2" minimum of SP 9.5. Partial overlay 1" minimum SP 9.5 and 75 lb/yd^2 leveling course. Include striping per plans.</p>	+/- 726 Feet	\$
27	<p>Hibiscus Avenue Partial sawcut remove asphalt and base and replace with 12" of Sub-base stabilization, 8" crushed concrete base, and 2" minimum of SP 9.5. Partial overlay 1" minimum SP 9.5 and 75 lb/yd^2 leveling course. Include striping per plans.</p>	+/- 776 Feet	\$

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28	<p>Poinsettia Drive. Partial Mill 1¼" and resurface 1¼" minimum of SP 9.5. Partial sawcut remove asphalt and base and replace with 12" of Sub-base stabilization, 8" crushed concrete base, and 2" minimum of SP 9.5. Partial overlay 1" minimum SP 9.5 and 75 lb/yd² leveling course. Include striping per plans.</p>	+/- 2,739 Feet	\$
29	<p>Poinsettia Court Mill 1-1/2" and resurface 1-1/4" minimum of SP 9.5. Include striping per plans.</p>	+/- 504 Feet	\$
30	<p>Colony Harbour Road Mill 1-5/8" and resurface 1¼" minimum of SP 9.5. Include striping per plans.</p>	+/- 914 Feet	\$
31	<p>Colony Bay Harbour Drive Overlay 1" minimum SP 9.5 and 75 lb/yd² leveling course. Include striping per plans.</p>	+/- 586 Feet	\$
32	<p>Shadow Bay Drive Overlay 1" minimum SP 9.5 and 75 lb/yd² leveling course. Include striping per plans.</p>	+/- 990 Feet	\$
33	<p>Sunset Circle Mill 1¼" and resurface 1¼" minimum of SP 9.5. Include striping per plans.</p>	+/- 642 Feet	\$
34	<p>Dogwood Street Mill 2" and resurface 1-1/4" minimum of SP 9.5. Include striping per plans.</p>	+/- 520 Feet	\$
35	<p>Evergreen Street Overlay 1" minimum SP 9.5 and 75 lb/yd² leveling course. Include striping per plans.</p>	+/- 1,375 Feet	\$
36	<p>Fernwood Street Partial Mill 1-1/2" and resurface 1¼" minimum of SP 9.5. Partial sawcut remove asphalt and base and replace with 12" of Sub-base stabilization, 8" crushed concrete base, and 2" minimum of SP 9.5. Include striping per plans.</p>	+/- 1,096 Feet	\$
37	<p>Gardenia Street Mill 2-1/4" and resurface 1-1/4" minimum of SP 9.5. Include striping per plans.</p>	+/- 1,108 Feet	\$
38	<p>Edna Steet Mill 2-1/4" and resurface 1-1/4" minimum of SP 9.5. Include striping per plans.</p>	+/- 605 Feet	\$
39	<p>Fernwood Place Partial Mill 1" and resurface 1¼" minimum of SP 9.5. Partial sawcut remove asphalt and base and replace with 12" of Sub-base stabilization, 8" crushed concrete base, and 2" minimum of SP 9.5. Partial overlay 1" minimum SP 9.5 and 75 lb/yd² leveling course. Include striping per plans.</p>	+/- 415 Feet	\$

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40	Aaron Bessant Access Road And Parking Mill 1-3/4" and resurface 2" minimum of SP 9.5. Pave parking area with 12" of Sub-base stabilization, 8" crushed concrete base, and 2" minimum of SP 9.5. Include striping per plans.	+ / - 624 Feet	\$
LUMP SUM BID (1+2+3+4+5+6+7+8+9+10+11+12+13+14+15+16+17+18+19+20+21+22+23+24+25+26+27+28+29+30+31+32+33+34+35+36+37+38+39+40)		\$	
(IN WORDS) _____			

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 (Street Resurfacing)

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT OF MEASURE</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
1	STANDARD SPEED HUMP (including striping and signage)	8	EA	\$ _____ EA.	\$ _____
2	SPEED HUMP WITH DRAINAGE NOTCH (including striping and signage)	8	EA	\$ _____ EA.	\$ _____
3	Full Depth Restoration of problem areas: sawcut remove asphalt and base. Replace with 12" of Sub-Base stabilization, 8" crushed concrete base, and 2" min of SP 9.5 or SP 12.5 (Match contract roadway asphalt and specifications)	2500	SY	\$ _____ EA.	\$ _____

NOTE:

1. BIDS shall include sales tax and all other applicable taxes and fees. The OWNER may elect to utilize the Sales Tax Exemption (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

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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

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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. Certificates of Insurance – ~~Section 00099~~ – In accordance with Exhibit A
5. All acknowledged Addenda

CONTRACTOR:

Address

Authorized Signer/Title

Phone Number

Date

[END OF SECTION 00030]

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SECTION 00050

AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 202__ by and between THE CITY OF PANAMA CITY BEACH, FLORDIA, (herein called “OWNER”) and _____, doing business as _____ (an individual), or (a partnership), or (a corporation), having a business address of _____, 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 2023**”, 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.

AGREEMENT

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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)~~ **120** 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 \$ 1,694.00/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 2023** for a total Not to Exceed Contract of \$ _____ 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”).

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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 00097	PUBLIC ENTITY CRIMES
Section 00099	CERTIFICATE OF INSURANCE
Section 00100	GENERAL CONDITIONS
Section 00808	SALES TAX EXEMPTION

Attachments:

2022 SPECIFICATIONS prepared or issued by City of Panama City Beach.
2022 CONSTRUCTION PLANS prepared or issued by City of Panama City Beach.

ADDENDA :

No.____, dated _____, 2022

No.____, dated _____, 2022

No.____, dated _____, 2022

No.____, dated _____, 2022

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."

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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: _____ Drew Whitman, 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.

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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

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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, 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 otherwise for any acceleration, soft costs, lost profits, special, indirect, incidental,

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or consequential damages of any kind or nature whatsoever.

17. INSURANCE - BASIC COVERAGES REQUIRED

The CONTRACTOR shall at its expense maintain in force during the Term the insurance on policies and insurers acceptable to the City as required by the City's Insurance Requirements attached hereto as Exhibit "A."

Within thirty days of the date of the Award, and thereafter upon the written request of the City, Bidder shall furnish to the City such certificates of coverage and certified copies of policies pursuant to the City's Insurance Requirements. In order to satisfy this provision, the documentation required by this part must be sent to the following address: Attn: Lori Philput, Risk Manager, 17007 Panama City Beach Parkway, Panama City Beach, FL 32413.

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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:

City Clerk

NAME: Drew Whitman
(Please type)

TITLE: City Manager

City Attorney (as to form only)

CONTRACTOR:

ATTEST:

BY: _____

NAME: _____
(Please Type)

NAME _____
(Please Type)

ADDRESS: _____
