

**RESOLUTION NO. 23-88**

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH GULF COAST UTILITY CONTRACTORS, LLC, FOR THE FY2023 STREET RESURFACING PROJECT IN AN AMOUNT NOT TO EXCEED \$3,416,750; AND AUTHORIZING A CONTINGENCY FOR UNFORESEEN CIRCUMSTANCES AND UNDER CERTAIN CONDITIONS IN AN AMOUNT NOT TO EXCEED \$175,250.**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PANAMA CITY BEACH, FLORIDA, THAT:**

1. The appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Agreement between the City and Gulf Coast Utility Contractors, LLC, relating to the FY 2023 Street Resurfacing Project, in the basic amount of Three Million, Four Hundred Sixteen Thousand, Seven Hundred Fifty Dollars (\$3,416,750), in substantially the form **attached** as Exhibit A and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.
2. 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 One Hundred Seventy-Five Thousand, Two Hundred Fifty Dollars (\$175,250), provided that the Public Works Director certifies that the change order does not result in a fundamental change to the scope of the project or the standard of materials used for such, 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.

**PASSED** in regular session this 12<sup>th</sup> day of January, 2023.

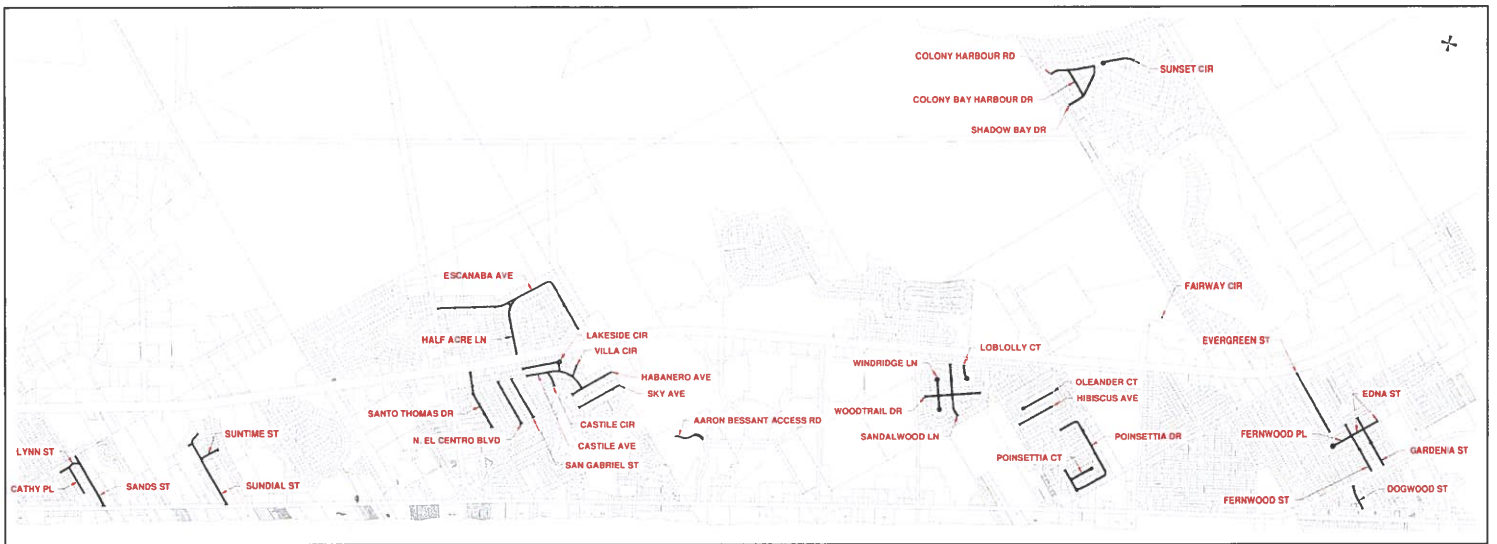
**CITY OF PANAMA CITY BEACH**

By: \_\_\_\_\_

  
Mark Sheldon, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Lynne Fasone, City Clerk



DATE	BY	DESCRIPTION
12-20-22	...	...
11-15-22	...	...
11-15-22	...	...

CITY OF  
PANAMA CITY BEACH

Panama City Beach, Florida 32413

STREET RESURFACING PROJECT 2022 / 2023	SHEET NUMBER
PROPOSED ROADWAYS <small>(SUBJECT TO PUBLIC FUNDING)</small>	1 of 1



**CITY OF PANAMA CITY BEACH**  
 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413  
**PCB23-13 - ITB - Street Resurfacing Project - FY 2023**  
 Wednesday, December 21, 2022  
 1:00PM

	CONTRACTOR/VENDOR	DATE/TIME BID RECEIVED	PAPER or DEMANDSTAR	BID FORM	BID BOND	TRENCH SAFETY ACT	DRUG FREE WORKPLACE	PUBLIC ENTITY CRIMES	E-VERIFY	CONFLICT OF INTEREST	NON- COLLUSION	ADDENDA PAGES	TOTAL BASE BID	Alternative 1 - Speed Humps	Alternative 2 - Speed Humps with Drainage Notch	Alternative 3 - Full Depth Restoration	RESPONSIVE BID - Minimum Requirements Provided
1	CW Roberts	12/21/22	DTP	✓	✓		✓	✓		✓	✓	✓	\$6,103,240.25				
2	Gulf Coast Inc	12/21/22	D	✓	✓		✓	✓		✓	✓	✓	4,599,750				
3	American Sand	12/21/22	P	✓	✓		✓	✓		✓	✓	✓	\$5,166,720.87				
4																	
5																	
6																	
7																	
8																	
9																	
10																	
11																	
12																	



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/26/2023

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 rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Acentria Insurance 306 E 19th Street Panama City FL 32405  License#: L100460	<b>CONTACT NAME:</b> Stacey Brannen <b>PHONE (A/C. No. Ext):</b> 850-257-2995 <b>E-MAIL ADDRESS:</b> stacey.brannen@acentria.com	<b>FAX (A/C. No.):</b> 850-387-0935
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Gulf Coast Utility Contractors, LLC 13938 Highway 77 Panama City FL 32409  GULFCO-001	<b>INSURER A :</b> Houston Specialty Insurance Company	<b>NAIC #</b> 12936
	<b>INSURER B :</b> Imperium Insurance Company	<b>NAIC #</b> 35408
	<b>INSURER C :</b> Builders Mutual Insurance Company	<b>NAIC #</b> 10844
	<b>INSURER D :</b> Travelers Excess and Surplus Lines Company	<b>NAIC #</b> 29696
	<b>INSURER E :</b> Westchester Surplus Lines Insurance Company	<b>NAIC #</b> 10172
	<b>INSURER F :</b> Crum & Forster Specialty Insurance Company	<b>NAIC #</b> 44520

**COVERAGES**

CERTIFICATE NUMBER: 617226224

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 INSD	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:	Y	Y	ECAP1-HS-GL-00167-01	4/1/2022	4/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	ECAP1-IIC-CA-000167-01	4/1/2022	4/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y		ECAP1-HS-CX-000167-01	4/1/2022	4/1/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A		Y	WCP1084368-00	4/1/2022	4/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D E F	<b>INLAND MARINE COVERAGE</b> NON OWNED DISPOSAL SITE POLLUTION OWNED STORAGE TANK POLLUTION			QT6605N321437TXS22 G7179720A002 STP417980	10/1/2022 4/1/2021 4/22/2022	10/1/2023 4/1/2023 4/22/2023	See Addendum See Addendum See Addendum

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

**A: GENERAL LIABILITY**

&gt; Per Project Aggregate Endorsement REQUIRES A WRITTEN CONTRACT

&gt; Additional Insured, Waiver of Subrogation, Primary &amp; Non-Contributory Endorsements REQUIRE A WRITTEN CONTRACT

**C: WORKERS COMPENSATION COVERAGE**

&gt; Waiver of Subrogation Endorsement REQUIRES A WRITTEN CONTRACT

**D: INLAND MARINE COVERAGE**

See Attached...

**CERTIFICATE HOLDER**

City of Panama City Beach  
 17007 Panama City Beach Pkwy  
 Panama City Beach FL 32413

**CANCELLATION**

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

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**ADDITIONAL REMARKS SCHEDULE**

AGENCY Acentria Insurance		NAMED INSURED Gulf Coast Utility Contractors, LLC 13938 Highway 77 Panama City FL 32409	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

> Blanket Loss Payee Endorsement CMU618 REQUIRES A WRITTEN CONTRACT

**EQUIPMENT COVERAGE:**

- > Scheduled Equipment Coverage: per Schedule on File with Carrier
- > Leased/Rented Equipment: Per Item Limit: \$400,000
- > Deductibles: Basic \$5,000 per Occurrence / Flood \$25,000 per Occurrence / Earth Movement \$25,000 per Occurrence
- > Valuation: Replacement Cost - Equipment Age Up to 3 Years and Actual Cash Value - Equipment Age Over 3 Years

**INSTALLATION COVERAGE:**

- > At each Job Site Location Limit: \$500,000
- > Deductible: \$2,500 per Occurrence
- > Valuation: Actual Cash Value

**MOTOR TRUCK CARGO LEGAL LIABILITY COVERAGE:**

- > In or On Land Vehicle or Container Limit: \$300,000
- > Deductible: \$5,000 per Occurrence

**E: POLLUTION LIABILITY (NON-OWNED DISPOSAL SITE TRANSPORTATION LIABILITY)**

- > Each Pollution Condition Limit: \$1,000,000
- > General Aggregate Limit: \$1,000,000
- > Deductible Amount Each Pollution Condition: \$2,500

**F: POLLUTION LIABILITY (OWNED STORAGE TANK LIABILITY)**

- > Coverage per Scheduled Storage Tanks and Locations on file with Carrier
- > Each Confirmed Released: \$1,000,000
- > Defense Expense Aggregate Limit: \$1,000,000
- > Policy Aggregate Limit: \$2,000,000
- > Deductible: \$5,000

**G: EXCESS LIABILITY (\$1M XS \$4M PRIMARY)**

- > Carrier: Scottsdale Insurance Company
- > Policy Number: XNS0009027
- > Policy Term: 4/1/2022 to 4/1/2023
- > Each Occurrence Limit: \$1,000,000
- > Aggregate Limit: \$1,000,000

Project name: PCB Street Resurfacing FY 2023

When required by written contract additional insured and waiver of subrogation applies in favor of City of Panama City Beach for the referenced job.

PCB23-13 STREET RESURFACING PROJECT – FY 2023

SECTION 00060

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

Gulf Coast Utility Contractors, LLC  
(Name of Contractor)

13938 Highway 77 Panama City, FL 32409  
(Address of Contractor)

a Corporation, hereinafter called Principal and  
(Corporation, Partnership, or Individual)

Argonaut Insurance Company  
(Name of Surety)

P.O. Box 469011 San Antonio, TX 78246  
(Address of Surety)

hereinafter called Surety, are held, and firmly bound unto:

City of Panama City Beach  
(Name of Owner)

17007 Panama City Beach Parkway, Panama City Beach, 32413  
(Address of Owner)

hereinafter called OWNER in the total aggregate penal sum of <sup>three million four hundred sixteen thousand seven</sup> ~~hundred fifty dollars and zero cents~~  
Dollars (\$ 3,416,750.00 ) in lawful money of the United States, for payment of which,  
we bind ourselves, our heirs, personal representatives, executors, administrators,  
successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that if the Principal performs its duties,  
all the undertakings, covenants, terms, and conditions of that certain Contract  
between the Principal and the OWNER, dated the 18 day of  
January, 2023, a copy of which is hereto attached and made a part hereof  
for the construction of:

PCB22-75 ITB STREET RESURFACING PROJECT – FY 2023  
(Project Name)

PCB23-13 STREET RESURFACING PROJECT – FY 2023

during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the SURETY and during the guaranty period and if the PRINCIPAL shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying same shall in any way affect its obligation on this BOND, and does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that it is expressly agreed that the BOND shall be amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the Contract Price more than twenty percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT as so amended. The term "Amendment", wherever used in this BOND, and whether referring to this BOND, or the CONTRACT DOCUMENTS, shall include any alteration, addition, extension, or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the PRINCIPAL shall abridge the rights of OWNER hereunder. The OWNER is the only beneficiary hereunder.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

PCB23-13 STREET RESURFACING PROJECT – FY 2023

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the 25 day of January, 2023.

[Signature]  
\_\_\_\_\_  
(Principal) Secretary

Gulf Coast Utility Contractors, LLC  
\_\_\_\_\_  
Principal

(SEAL)

BY [Signature]  
\_\_\_\_\_  
Mike Swearington, Mananging Member  
\_\_\_\_\_  
(Address)  
13938 Highway 77 Panama City, FL 32409

[Signature]  
\_\_\_\_\_  
Witness as to Principal

13938 Hwy 77  
\_\_\_\_\_  
(Address)

P.C. FL 32409  
\_\_\_\_\_

Argonaut Insurance Company  
\_\_\_\_\_  
(Surety)

ATTEST:  
[Signature]  
\_\_\_\_\_  
Witness to Surety

BY [Signature]  
\_\_\_\_\_  
Ronald J. Hays Attorney-In-Fact  
& FL Resident Agent

45 Eglin Parkway NE #202  
\_\_\_\_\_  
(Address)

P.O. Box 469011  
\_\_\_\_\_  
(Address)

Fort Walton Beach, FL 32548  
\_\_\_\_\_

San Antonio, TX 78246  
\_\_\_\_\_



PCB23-13 STREET RESURFACING PROJECT – FY 2023

**NOTE:** Date of BOND must not be prior to date of Contract.

Contractor's Surety shall use this form along with their personal documentation.

If CONTRACTOR is partnership, all partners should execute BOND.

**IMPORTANT:** Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

[END OF SECTION 00060]

PCB23-13 STREET RESURFACING PROJECT – FY 2023

SECTION 00070

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

Gulf Coast Contractors, LLC

(Name of Contractor)

13938 Highway 77 Panama City, FL 32409

(Address of Contractor)

a Corporation, hereinafter called Principal and  
(Corporation, Partnership, or Individual)

Argonaut Insurance Company

(Name of Surety)

P.O. Box 469011 San Antonio, TX 78246

(Address of Surety)

hereinafter called Surety, are held, and firmly bound unto:

City of Panama City Beach

(Name of Owner)

17007 Panama City Beach Parkway, Panama City Beach, Florida 32413

(Address of Owner)

hereinafter called OWNER, and unto all persons, firms and corporations who or which may furnish labor, or who furnish materials to perform as described under the Contract and to their successors and assigns in the total aggregate penal sum of

three million four hundred sixteen thousand seven hundred fifty dollars and zero cents Dollars (\$ 3,416,750.00 ) in lawful money of the United States, for the payment of which, we bind ourselves, our heirs, personal representatives, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that if the PRINCIPAL properly makes payment to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying:

**PCB23-13 ITB STREET RESURFACING PROJECT – FY 2023**

(Project Name)

PCB23-13 STREET RESURFACING PROJECT – FY 2023

Principal with labor, materials or supplies, used directly or indirectly by the Principal in the prosecution of the WORK provided for under that certain contract between the Principal and the OWNER, dated the 18 day of January, 2023, a copy of which is hereto attached and made a part hereof for the construction of:

and any authorized extensions or modification thereof, including all amounts due for materials, lubricants, fuel, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and for all labor cost incurred in such WORK including that by a SUBCONTRACTOR or SUPPLIER of any tier, and to any construction lien holder whether it acquires its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to WORK to be performed thereunder or SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, every suit instituted upon the BOND shall be brought in a court of competent jurisdiction for the county or circuit in which the Contract was to be performed. Owner shall not be joined as a party in any such suit. The notice and time limits of Section 255.05, Florida Statutes, are incorporated herein.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the Contract Price more than twenty percent so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, or the CONTRACT DOCUMENTS shall include any change, alteration, addition, extension, or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the rights of the OWNER hereunder.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

PCB23-13 STREET RESURFACING PROJECT – FY 2023

WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the 25 day of January, 2023.

Gulf Coast Utility Contractors, LLC  
Principal

[Signature]  
(Principal) Secretary

(SEAL)

BY [Signature]  
Mike Swearington, Managing Member  
(Address)  
13638 Highway 77, Panama City, FL 32409

[Signature]  
Witness as to Principal

13638 Hwy 77  
(Address)

P.C. FL 32409

Argonaut Insurance Company  
(Surety)

ATTEST:  
[Signature]  
Witness as to Surety

BY [Signature]  
Ronald J. Hays Attorney-In-Fact & FL Resident Agent  
P.O. Box 469011  
(Address)  
San Antonio, TX 78246

45 Eglin Parkway NE #202  
(Address)

Fort Walton Beach, FL 32548

PCB23-13 STREET RESURFACING PROJECT – FY 2023

**NOTE:** Date of BOND must not be prior to date of Contract.

If CONTRACTOR is partnership, all partners should execute BOND. Contractor's Surety shall use this form along with their personal documentation.

**IMPORTANT:** Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

[END OF SECTION 00070]

**Argonaut Insurance Company**  
**Deliveries Only: 225 W. Washington, 24th Floor**  
**Chicago, IL 60606**

Bond No. SUR0074627

**United States Postal Service: P.O. Box 469011, San Antonio, TX 78246**  
**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

L Dale Waldorff, K Wayne Walker, Pamela L Jarman, Benjamin H French, Paul A Locascio, Rebekah F. Sharp, Trava Ridlon, Ronald J Hays

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$97,550,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 19th day of November, 2021.

Argonaut Insurance Company



by:

Gary E. Grose, President

STATE OF TEXAS  
COUNTY OF HARRIS SS:

On this 19th day of November, 2021 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

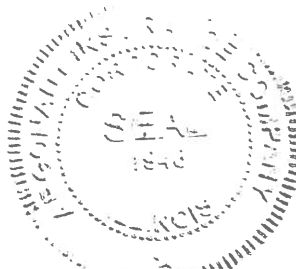
IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 25 day of January, 2023.



Austin W. King, Secretary

IF YOU HAVE QUESTIONS ON AUTHENTICITY OF THIS DOCUMENT CALL (833) 820 - 9137.

PCB23-13 ITB STREET RESURFACING PROJECT – FY 2023

SECTION 00090

NOTICE TO PROCEED

TO: Gulf Coast Utility Contractors, LLC.  
13938 Highway 77  
Panama City, FL. 32409

PROJECT DESCRIPTION: PCB23-13 ITB STREET RESURFACING PROJECT – FY 2023

You are hereby notified to commence WORK in accordance with the Agreement dated January 18, 2023 on or before February 20, 2023 and you are to substantially complete the WORK within 120 consecutive calendar days thereafter. The date of Substantial Completion is therefore June 20, 2023. You are to achieve Final Completion within 30 days of achieving Substantial Completion. You must return and acknowledge a copy of this Notice to Proceed to the City within five (5) calendar days of your receipt of this Notice.

CITY OF PANAMA CITY BEACH

By: 

Name: Drew Whitman

Title: City Manager

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged

By Gulf Coast Utility Contractors LLC  
(Company Name)

This the 1st day of February 2022

  
(Signature)

CHRIS LOBBIN  
(Type or Print Name)

J.P.  
(Title)

[END OF SECTION 00090]

NOTICE TO PROCEED

00090-1

1300

PCB23-13 ITB STREET RESURFACING PROJECT - FY 2023

SECTION 00080

NOTICE OF AWARD

TO: Gulf Coast Utility Contractors, LLC.  
13938 Highway 77  
Panama City, FL. 32409

PROJECT DESCRIPTION:

**PANAMA CITY BEACH  
PCB23-13 ITB STREET RESURFACING PROJECT – FY 2023**

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 November 28, 2022 and December 5, 2022 and associated Information for Bidders.

You are hereby notified that your Bid in the not to exceed amount of \$ 3,416,750.00 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.

The Information for Bidders require you 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 18<sup>th</sup> day of January, 2023.

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NOTICE OF AWARD

00080-1



PCB23-13 ITB STREET RESURFACING PROJECT - FY 2023

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 24 day of June, 2023.

Name Mike Swearington

Title President

[END OF SECTION 00080]

PCB23-13 STREET RESURFACING PROJECT – FY 2023

SECTION 00050

**AGREEMENT**

THIS AGREEMENT is made this 18<sup>th</sup> day of January, 2023 by and between THE CITY OF PANAMA CITY BEACH, FLORIDA, (herein called "OWNER") and Gulf Coast Utility Contractors, LLC., doing business as a Corporation (an individual), or (a partnership), or (a corporation), having a business address of 13938 Highway 77, Panama City, FL. 32409, 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.

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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 \$ 3,416,750.00 As shown in the BID SCHEDULE included within the Bid Proposal Form, as said amount may be hereafter adjusted pursuant to the terms of the Contract Documents (“Contract Price”).

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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. 1, dated December 2, 2023

No. 2, dated December 9, 2023

No. 3, dated December 15, 2023

No.     , dated                     , 2023

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:

Lynne Fason  
City Clerk

BY: [Signature]

NAME: Drew Whitman  
(Please type)

TITLE: City Manager

[Signature]  
City Attorney (as to form only)

CONTRACTOR:

ATTEST:

Staci Corbin  
NAME Staci Corbin  
(Please Type)

BY: [Signature]

NAME: Mike Swearington  
(Please Type)

ADDRESS: 13938 Hwy 17  
P.O. FL 32409

[END OF SECTION 00050]