

## RESOLUTION NO. 23-125

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH C.W. ROBERTS CONTRACTING, INC. RELATING TO MULTIUSE TRAIL EAST-GAYLE'S TRAIL PROJECT, IN THE BASIC AMOUNT OF \$2,701,676.56; AUTHORIZING A CONTINGENCY FOR UNFORESEEN CIRCUMSTANCES AND UNDER CERTAIN CONDITIONS IN AN AMOUNT NOT TO EXCEED \$135,083.83; DESIGNATING ARPA FUNDS TO BE USED FOR THE PROJECT; AND AUTHORIZING A BUDGET AMENDMENT.**

**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 C.W. Roberts Contracting, Inc., relating to the Multiuse Trail East—Gayle's Trail Project in the basic amount of Two Million, Seven Hundred One Thousand, Six Hundred Seventy-Six Dollars and Fifty-Six Cents (\$2,701,676.56), 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 Thirty-Five Thousand, Eighty-Three Dollars and Eighty-Three Cents (\$135,083.83), 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.
3. On May 12, 2022, the Council resolved that \$4,000,000 of the City's American Rescue Plan Act (ARPA) money be used to fund Parks and Recreation Projects. The Council hereby directs staff to use \$438,200 of those allocated proceeds toward this Multiuse Trail East—Gayle's Trail Project.

4. The following budget amendment #23 is adopted for the City of Panama City Beach, Florida, for the fiscal year beginning October 1, 2022 and ending September 30, 2023, as shown in and in accordance with the **attached** and incorporated Exhibit B, to appropriate additional funding for the project.

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

**PASSED** in regular session this 23<sup>rd</sup> day February, 2023.

**CITY OF PANAMA CITY BEACH**

By:   
Mark Sheldon, Mayor

**ATTEST:**

  
Lynne Fasone, City Clerk

**CITY OF PANAMA CITY BEACH  
BUDGET TRANSFER FORM BF-10**

BA# 23

	LEDGER ACCOUNT	ACCOUNT DESCRIPTION	APPROVED BUDGET	BUDGET ADJUSTMENT	AMENDED BUDGET
TO	001-7201-572.65-21	Gayle's Trails	1,026,000.00	1,811,000.00	2,837,000.00
FROM	001-8100-999.95-00	Restricted Reserves	4,094,924.00	(884,300.00)	3,210,624.00
FROM	001-8100-999.96-00	Reserves Available for Expenditures	18,020,057.00	(926,700.00)	17,093,357.00
<b>Check Adjustment Totals:</b>			23,140,981.00	0.00	23,140,981.00

**BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:**  
 To appropriate additional funding for the Gayle's Trails extension project, including a 5% contingency. Funding for this project was originally budgeted as \$904,700 from grant funding and the balance of \$121,300 from recreation impact fees. Funding sources for the project now include \$904,700 from grant funding, \$567,400 (20%) from recreation impact fees, \$438,200 from restricted American Rescue Plan funding, and the balance of \$926,700 from unrestricted reserves.

**FINANCE REVIEW:** \_\_\_\_\_  
**RESOLUTION #:** \_\_\_\_\_  
**DATE:** \_\_\_\_\_



**CITY OF PANAMA CITY BEACH**  
 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413  
**PCB23-28 - ITB - Multiuse Trail East - Gayle's Trails**  
 Friday, February 10, 2023  
 11:00AM

	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	FOOT PREQUALIFICATION	INSURANCE REQUIREMENTS	TOTAL BASE BID	Deductive Alternative - Wood Decking & Railing vs. Composite	TOTAL LUMP SUM - Base - Deduct (if elected)	RESPONSIVE BID - Minimum Requirements Provided
1	RBM Contracting	02/07/23 @ 8:13PM	DemandStar												\$3,000,000.00		\$3,000,000.00	Incomplete - no documents
2	CW Roberts Contracting	02/10/23 @ 8:56AM	DemandStar	X	X	X	X	X	X	X	X	X	X	X	\$2,775,676.56	\$74,000.00	\$2,701,676.56	
3	Gulf Coast Utility Contractors	02/10/23 @ 10:19AM	DemandStar	X	X	X	X	X	X	X	X	X	X	X	\$2,948,750.00	\$196,300.00	\$2,752,450.00	
4																	\$0.00	
5																	\$0.00	
6																		
7																		
8																		
9																		
10																		

PCB22-82 ITB MULTIUSE TRAIL EAST – GAYLE’S TRAIL

SECTION 00050

**AGREEMENT**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between THE CITY OF PANAMA CITY BEACH, FLORIDA, (herein called “OWNER”) and C.W. \_\_\_\_\_ Roberts Contracting, Inc., doing business as \_\_\_\_\_ a corporation \_\_\_\_\_ (an individual), or (a partnership), or (a corporation), having a business address of 4116 US 231 Panama City, FL 32404, hereinafter called “CONTRACTOR” for the performance of the Work (as that terms is defined below) in connection with the construction of **“Multiuse Trail East – Gayle’s Trails”**, 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.
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 sixty (60) calendar days from the date of this Agreement and will achieve Substantial Completion of the Work within thirty (30) consecutive calendar

PCB22-82 ITB MULTIUSE TRAIL EAST – GAYLE’S TRAIL

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

3. The CONTRACTOR agrees to pay the OWNER, as liquidated damages, the sum of \$1,584.00/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 **Multiuse Trail East – Gayle’s Trails** the sum of \$2,701,676.56 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”).
  
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 STATEMENT UNDER SECTION 287-087, FLORIDA STATUTES  
ON PREFERENCE TO BUSINESSES WITH DRUG-  
FREE WORKPLACE PROGRAMS
  - Section 00096 TRENCH SAFETY ACT CERTIFICATE OF COMPLIANCE
  - Section 00097 PUBLIC ENTITY CRIMES STATEMENT
  - Section 00097 PUBLIC ENTITY CRIMES STATEMENT
  - Section 00097 PUBLIC ENTITY CRIMES STATEMENT
  - Section 00098 CONTRACTOR E-VERIFY AFFIDAVIT
  - Section 00100 GENERAL CONDITIONS
  - Section 00800 SUPPLEMENTAL CONDITIONS
  - Section 00802 PREVENTION, CONTROL AND ABATEMENT
  - Section 00808 SALES TAX EXEMPTION
  - Section 01110 ENVIRONMENTAL PROTECTION

PCB22-82 ITB MULTIUSE TRAIL EAST – GAYLE’S TRAIL

- Section 01505 MOBILIZATION/DEMOBILIZATION
- Section 01705 CONTRACT CLOSEOUT
- Section 02110 SITE CLEARING
- Section 02200 EARTHWORK
- Section 02210 GRASSING
- Section 02211 SODDING
- Section 02222 TRENCHING, BACKFILLING AND COMPACTING
- Section 02960 RESTORATION
- Section 03310 CONCRETE WORK
- Section 02500 PAVING QUALITY CONTROL SYSTEM
- Section 02505 PAVING CONSTRUCTION DETAILS AND MATERIALS
- Section 02510 GENERAL CONSTRUCTION REQUIREMENTS FOR ASPHALT PAVEMENT
- Section 02512 STABILIZING
- Section 02516 LIMEROCK BASE COURSE
- Section 02518 PAINTING TRAFFIC STRIPES
- Section 02520 ASPHALT TESTING
- Section 02530 PAVEMENT MARKINGS AND ROAD SIGNS
- APPENDICES A. CHANGE ORDER FORM
- B. PAY REQUEST FORM
- C. CERTIFICATE OF SUBSTANTIAL COMPLETION
- D. PROJECT SIGN
- E. GEOTECHNICAL REPORT

DRAWINGS prepared by Panhandle Engineering, Inc.

Attachments:

2022 SPECIFICATIONS prepared by Panhandle Engineering, Inc.

CONSTRUCTION PLANS prepared or issued by Panhandle Engineering, Inc., dated March 2018.

ADDENDA :

No. 1, dated January 18, 2023

No. 2, dated February 6, 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.”

6. The OWNER will pay the Contract Price to the CONTRACTOR in the manner

PCB22-82 ITB MULTIUSE TRAIL EAST – GAYLE’S TRAIL

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: \_\_\_\_\_ C.W Roberts Contracting, Inc.

\_\_\_\_\_  
 ATTENTION: Fax \_\_\_\_\_  
 No.: \_\_\_\_\_

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

- 10. 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



PCB22-82 ITB MULTIUSE TRAIL EAST – GAYLE'S TRAIL

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 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.

## PCB22-82 ITB MULTIUSE TRAIL EAST – GAYLE’S TRAIL

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 Kathy Younce, Assistant 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, 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."

PCB22-82 ITB MULTIUSE TRAIL EAST – GAYLE’S TRAIL

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.

PCB22-82 ITB MULTIUSE TRAIL EAST – GAYLE’S TRAIL

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: C.W. Roberts  
Contracting, Inc.

ATTEST:

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

\_\_\_\_\_

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

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

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

[END OF SECTION 00050]