

**RESOLUTION 16-88**


A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH L&R CONTRACTING, LLC, FOR THE RECONSTRUCTION OF BAYSIDE WATER AND WASTEWATER IMPROVEMENTS IN THE AMOUNT OF \$3,483,407, AUTHORIZING EXECUTION AND A \$100,000 CONTINGENCY, AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

**BE IT RESOLVED** that the appropriate officers of the City are authorized but not required to execute and deliver on behalf of the City that certain Agreement between the City and L&R Contracting, LLC, relating to reconstruction of Bayside Water and Wastewater Utility Improvements, in the basic amount of Three Million, Four Hundred Eighty Three Thousand, Four Hundred Seven Dollars and No Cents (\$3,483,407.00), together with a contingency amount not to exceed One Hundred Thousand Dollars (\$100,000) in substantially the form of the quote attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such agreement shall be conclusive evidence of such approval.

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

**PASSED** in regular session this 23<sup>rd</sup> day of June, 2016.

**CITY OF PANAMA CITY BEACH**

By:   
Mike Thomas, Mayor

**ATTEST:**

  
Diane Fowler, City Clerk



# CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

**1. DEPARTMENT MAKING REQUEST/NAME:**

Utilities Department - Al Shortt, Utilities Director

**2. MEETING DATE:**

June 23, 2016

**3. REQUESTED MOTION/ACTION:**

Approve the Bayside Water and Wastewater System Improvements construction agreement with L&R Contracting, LLC. Authorize an additional \$100,000 for potential contract changes.

**4. AGENDA**

- PRESENTATION
- PUBLIC HEARING
- CONSENT
- REGULAR

**5. IS THIS ITEM BUDGETED (IF APPLICABLE)?** Yes  No  N/A   
BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED Yes  No  N/A

**6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)**

The City Council initiated acquisition of the Bayside Utilities service area and system assets via Resolutions 2011-29.1 and 29.2, and ultimately closed on the acquisition in May 2012. Bayside water and sewer system serves approximately 295 residential units and is located on Wildwood Road at the northeast end of our franchise area. The water and sewer system needs to be replaced in order for the City to provide more reliable and efficient service, with lowered maintenance costs. This replacement need was anticipated during the acquisition negotiations, and Bay County has agreed to contribute \$500,000 toward construction costs for help in restoration of the County maintained roads that will be impacted during the utility work.

All design work and permitting is complete, a solicitation for construction bids was publicly advertised and four bidders responded. The engineering consultant has reviewed the bids, and recommends awarding the work to the low bidder, L&R Contracting, LLC in the basic amount of \$3,483,407. Staff concurs and further recommends the City Council authorize an additional not-to-exceed \$100,000 (approx. 3% of bid) for the resolution of potential change orders resulting from unforeseen below ground conditions. Staff has very little information on locations of existing sewer connections to individual units. The current system meanders through private yards, and the new system will be installed in public rights of way.

This project is currently budgeted and the proposed expenditure is within budget. Attached is a copy of the bid tabulation, consultant recommendation and draft agreement with L&R.

WHY - To allow the City Manager to enter into a construction contract with L&R Contracting, LLC

WHAT - Facilitate the planned reconstruction of the Bayside water and sewer utility system to improve service in that area and reduce maintenance costs.



Dewberry Engineers Inc | 850.522.0644  
203 Aberdeen Parkway | 850.522.1011 fax  
Panama City, FL 32405 | www.dewberry.com

June 16, 2016

Via E-mail at [ashortt@pcb.gov](mailto:ashortt@pcb.gov) and U.S. Mail

Mr. Al Shortt, P.E.  
City Engineer/Utilities Director  
City of Panama City Beach  
110 South Arnold Road  
Panama City Beach, Florida 32413

RE: **Bayside Water and Wastewater System Improvements  
Bid Results/Award Recommendation  
Dewberry Project No.: 211.159**

Dear Mr. Shortt:

On behalf of the City of Panama City Beach (City), Dewberry | Preble-Rish, received bids from four (4) contractors at 2:00 p.m. on June 15, 2016 for the **Bayside Water and Wastewater System Improvements** project.

A certified bid tabulation sheet is attached (**Attachment A**).

After thorough review of all bids, **L & R Contracting, LLC (L & R)** was the lowest responsive bidder. We recommend that the City award **L & R** the contract for the Lump Sum Bid of **\$3,483,407.00**.

The proposed agreement is enclosed for the City's review and approval. (**Attachment B**)

Please notify our office once approved so we may prepare all of the necessary contract documents to be executed by the Contractor and the City.

If you have any questions or comments, please give me a call at 850.522.0644.

Sincerely,

Jennifer Majka  
Staff Engineer

Attachments: A. Certified Bid Tabulation  
B. Proposed Agreement

cc: Mrs. Elizabeth Moore, P.E., President, Anchor CEI ([emoore@anchorcei.com](mailto:emoore@anchorcei.com))

ATTACHMENT A

CERTIFIED BID TABULATION



**CITY OF PANAMA CITY BEACH  
BAYSIDE WATER AND WASTEWATER SYSTEM IMPROVEMENTS**

DEWBERRY PN: 211.159  
BID OPENING DATE: JUNE 16, 2016 AT 2:00 PM

**DETAILED BID TABULATION**

Item No	Summary of Bid Items	GAG		GOLC		L/S R		Royal American				
		1	2	1	2	1	2	1	2			
1	Mobilization (<2% of TBB)	1	\$ 58,758.71	1	\$ 60,000.00	1	\$ 65,000.00	1	\$ 77,352.99	1	\$ 77,352.99	\$ 77,352.99
2	Bonds and Insurance (<2% of TBB)	1	\$ 39,690.00	1	\$ 50,000.00	1	\$ 65,000.00	1	\$ 59,982.00	1	\$ 59,982.00	\$ 59,982.00
3	Maintenance of Traffic	1	\$ 53,865.00	1	\$ 50,000.00	1	\$ 25,950.00	1	\$ 30,200.00	1	\$ 30,200.00	\$ 30,200.00
4	Testing Allowance - Geotech	1	\$ 25,000.00	1	\$ 25,000.00	1	\$ 25,000.00	1	\$ 25,000.00	1	\$ 25,000.00	\$ 25,000.00
5	Utility Allowance - Gulf Power	1	\$ 30,000.00	1	\$ 30,000.00	1	\$ 30,000.00	1	\$ 30,000.00	1	\$ 30,000.00	\$ 30,000.00
6	Permitting	1	\$ 3,500.00	1	\$ 3,500.00	1	\$ 3,500.00	1	\$ 3,500.00	1	\$ 3,500.00	\$ 3,500.00
7	Layout by PLS	1	\$ 28,350.00	1	\$ 30,000.00	1	\$ 25,667.00	1	\$ 11,329.00	1	\$ 11,329.00	\$ 11,329.00
8	Testing, Flushing and Disinfecting	1	\$ 97,807.50	1	\$ 37,500.00	1	\$ 36,000.00	1	\$ 18,062.00	1	\$ 18,062.00	\$ 18,062.00
9	As-builts	1	\$ 39,690.00	1	\$ 37,500.00	1	\$ 27,375.00	1	\$ 13,692.00	1	\$ 13,692.00	\$ 13,692.00
10	Erosion Control	1	\$ 49,400.00	1	\$ 27,500.00	1	\$ 26,000.00	1	\$ 53,803.00	1	\$ 53,803.00	\$ 53,803.00
11	Water System Improvements	1	\$ 348,439.87	1	\$ 350,000.00	1	\$ 285,000.00	1	\$ 272,202.00	1	\$ 272,202.00	\$ 272,202.00
12	1" Water Service Connection (Short)	258	\$ 451.06	258	\$ 205,110.00	258	\$ 467.50	258	\$ 648.40	258	\$ 648.40	\$ 167,267.20
13	1" Water Service Connection (Long)	70	\$ 479.85	70	\$ 1,000.00	70	\$ 732.00	70	\$ 781.59	70	\$ 781.59	\$ 54,711.30
14	Additional 1" Water Service Line	17,319	\$ 9.41	17,319	\$ 129,862.50	17,319	\$ 12.00	17,319	\$ 11.14	17,319	\$ 11.14	\$ 192,939.66
15a	Station #1 (includes all appurtenances)	1	\$ 221,109.83	1	\$ 339,000.00	1	\$ 252,363.00	1	\$ 220,567.00	1	\$ 220,567.00	\$ 220,567.00



**CITY OF PANAMA CITY BEACH  
BAYSIDE WATER AND WASTEWATER SYSTEM IMPROVEMENTS**

DEWBERRY P/N: 211.159  
BID OPENING DATE: JUNE 16, 2016 AT 2:00 PM

**DETAILED BID TABULATION**

15b	Station #2 (includes all appurtenances)	1	\$ 190,365.57	\$ 190,365.57	1	\$ 350,000.00	\$ 350,000.00	1	\$ 238,180.00	\$ 238,180.00	1	\$ 207,869.00	\$ 207,869.00
16	Forcemain Installation	1	\$ 53,734.35	\$ 53,734.35	1403	\$ 35.00	\$ 48,105.00	1	\$ 63,525.00	\$ 63,525.00	1	\$ 62,504.00	\$ 62,504.00
17	Gravity Sewer System	1	\$ 489,550.50	\$ 489,550.50	1	\$ 625,000.00	\$ 625,000.00	1	\$ 544,596.00	\$ 544,596.00	1	\$ 539,390.00	\$ 539,390.00
18	SS Lateral - Long	275	\$ 350.87	\$ 96,516.75	275	\$ 1,000.00	\$ 275,000.00	275	\$ 575.00	\$ 158,125.00	275	\$ 653.78	\$ 179,782.25
19	SS Lateral - Short	20	\$ 270.88	\$ 5,413.80	20	\$ 785.00	\$ 15,900.00	20	\$ 365.00	\$ 7,300.00	20	\$ 507.80	\$ 10,156.00
20	Additional SS Lateral	9,500	\$ 6.13	\$ 58,235.00	9,500	\$ 10.00	\$ 95,000.00	9,500	\$ 18.50	\$ 166,750.00	9,500	\$ 18.50	\$ 175,750.00
21	Ren Existing Gravity Sewer with Flow	1	\$ 54,899.00	\$ 54,899.00	1	\$ 52,750.00	\$ 52,750.00	1	\$ 21,000.00	\$ 21,000.00	1	\$ 77,922.00	\$ 77,922.00
22	move and dispose of unsuitable mate	10,000	\$ 10.21	\$ 102,100.00	10,000	\$ 6.00	\$ 60,000.00	10,000	\$ 4.50	\$ 45,000.00	10,000	\$ 12.56	\$ 125,600.00
23	Furnish and install suitable material	10,000	\$ 12.47	\$ 124,700.00	10,000	\$ 9.50	\$ 95,000.00	10,000	\$ 5.50	\$ 55,000.00	10,000	\$ 20.44	\$ 204,400.00
24	ht of Way Restoration (excluding pavi	1	\$ 213,203.27	\$ 213,203.27	1	\$ 150,000.00	\$ 150,000.00	1	\$ 291,865.00	\$ 291,865.00	1	\$ 299,373.00	\$ 299,373.00
25	Roadway subgrade base, patch & ove	1	\$ 822,636.08	\$ 822,636.08	1	\$ 685,000.00	\$ 685,000.00	1	\$ 574,705.00	\$ 574,705.00	1	\$ 678,850.00	\$ 678,850.00
26	Misc Restoration Allowance	1	\$ 80,000.00	\$ 80,000.00	1	\$ 80,000.00	\$ 80,000.00	1	\$ 80,000.00	\$ 80,000.00	1	\$ 80,000.00	\$ 80,000.00
				\$ 3,500,000.00		\$ 3,987,757.50			\$ 3,483,407.00			\$ 3,969,538.00	
Alternate 1 - crushed concrete base				\$		\$ 20,000.00			\$			\$	
<b>TOTAL PROJECT LUMP SUM</b>				\$ 3,600,000.00		\$ 4,007,757.50			\$ 3,483,407.00			\$ 3,969,538.00	





ATTACHMENT B

PROPOSED AGREEMENT



**PANAMA CITY BEACH – BAYSIDE WATER AND WASTEWATER IMPROVEMENTS  
PROJECT NO. 211.159**

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**SECTION 00050**

**AGREEMENT**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by and between THE CITY OF PANAMA CITY BEACH, FLORIDA, (hereinafter called "OWNER") and L & R Contracting, LLC, doing business as a corporation, (an individual), or (a partnership), or (a corporation), having a business address of 309 Elm Ave., Panama City, Florida 32401 (hereinafter called "CONTRACTOR"), for the performance of the Work (as that terms is defined below) in connection with the construction of **BAYSIDE WATER AND WASTEWATER IMPROVEMENTS** ("Project"), to be located in the Bayside area off of Wildwood Road and will include work on Wildwood Road, Sunrise Drive, Big Daddy Drive, Linda Lane, Marina Drive, and Bay Circle in Panama City Beach, Florida, in accordance with the Drawings and Specifications prepared by Dewberry | Preble-Rish, 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,

**AGREEMENT**

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**BAYSIDE WATER AND WASTEWATER IMPROVEMENTS PROJECT NO. 211.159**

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 10 calendar days after the date of the NOTICE TO PROCEED to be issued by OWNER in writing within 10 calendar days from the date of this Agreement and will achieve Substantial Completion of the Work within 335 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 00100, General Conditions.
3. The CONTRACTOR agrees to pay the OWNER, as liquidated damages, the sum of \$250.00 for each calendar day that expires after the Contract Time for Substantial Completion as more fully set forth in Section 15 of the General Conditions.
4. The CONTRACTOR agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the sum of \$3,483,407.00 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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BAYSIDE WATER AND WASTEWATER IMPROVEMENTS

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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	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 00099	CERTIFICATE OF INSURANCE
Section 00100	GENERAL CONDITIONS
Section 00800	SUPPLEMENTARY CONDITIONS
Section 00801	SUBMISSION OF WORK SCHEDULE
Section 00802	PREVENTION, CONTROL AND ABATEMENT OF EROSION CONTROL
Section 00808	SALES TAX EXEMPTION ADDENDUM

**DRAWINGS prepared or issued by Dewberry | Preble-Rish/Baskerville-Donovan, Inc. dated May 16, 2016, to include Sheets No.:**

**COVER**

Sheet K1	KEY SHEET WITH AERIALS (PRI)
Sheets C1 to C20	PLAN & PROFILE (PRI)
Sheet C21	STRIPING PLAN (PRI)
Sheets C22 – C26	EXISTING/PROPOSED LIFT STATION PLAN (BDI)
Sheet D1	TYPICAL ROADWAY SECTION (PRI)
Sheets D2 – D5	WATER DETAILS (PRI)
Sheets D6	EROSION CONTROL PLAN (PRI)
Sheets C900-C905	DETAILS (BDI)
Sheets M120/ M140	LIFTSTATION DETAILS (BDI)
Sheets M900	PUMP CURVES (BDI)
Sheets E001-003	ELECTRICAL PLAN AND DETAILS (BDI)
Sheets E131- 132	LIFT STATION #1 SITE/STATION PLAN
Sheets E141- 142	LIFT STATION #2 SITE/STATION PLAN

**SPECIFICATIONS prepared or issued by Dewberry | Preble-Rish/Baskerville-Donovan, Inc. dated May 16, 2016, to include the following specifications and appendices:**

Section 01046	SPECIAL PROVISIONS
Section 01065	PERMITS AND FEES
Section 01100	SPECIAL PROJECT PROCEDURES
Section 01110	ENVIRONMENTAL PROTECTION
Section 01150	MEASUREMENT AND PAYMENT
Section 01300	SUBMITTALS
Section 01380	CONSTRUCTION PHOTOGRAPHS
Section 01505	MOBILIZATION/DEMobilIZATION

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**BAYSIDE WATER AND WASTEWATER IMPROVEMENTS**

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Section 01705	PROJECT CLOSEOUT
Section 02110	SITE CLEARING
Section 02200	EARTHWORK
Section 02210	GRASSING
Section 02211	SODDING
Section 02222	TRENCHING, BACKFILLING, AND COMPACTING
Section 02505	UNDERGROUND UTILITY PROTECTION
Section 02960	RESTORATION
Section 03310	CONCRETE WORK
Section 15062	POLYVINYL CHLORIDE (PVC) PIPE AND FITTINGS
Section 15063	POLYVINYL CHLORIDE (PVC) ASTM D2241 PIPE
Section 15101	VALVES AND ACCESSORIES
Section 15120	PIPING SPECIALTIES
Section 02500	PAVING QUALITY CONTROL SYSTEM
Section 02510	GENERAL CONSTRUCTION REQUIREMENTS FOR ASPHALT PAVEMENT
Section 02512	STABILIZING
Section 02518	PAINTING TRAFFIC STRIPES
Section 02520	ASPHALT TESTING
BDI SPECS	
Section 02619	DUCTILE IRON PIPE AND FITTINGS
Section 02620	POLYVINYL CHLORIDE ASTM D3034 (PVC) GRAVITY SEWER PIPE
Section 02622	POLYVINYL CHLORIDE (PVC) PIPE AND FITTINGS
Section 02640	VALVES AND ACCESSORIES FOR WASTEWATER
Section 11100	SUBMERSIBLE CENTRIFUGAL PUMPS
Section 11305	PRE-CAST MANHOLE FOR WASTEWATER
Appendix A	CHANGE ORDER FORM
Appendix B	PAY REQUEST FORM
Appendix C	PRE-QUALIFICATION PACKAGE

**AGREEMENT**

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**BAYSIDE WATER AND WASTEWATER IMPROVEMENTS PROJECT NO. 211.159**

Appendix D	CITY OF PANAMA CITY BEACH – MINIMUM TECHNICAL STANDARDS FOR UTILITY AS-BUILTS
Appendix E	PERMITS
Appendix F	GEOTECHNICAL ENGINEERING REPORT
Appendix G	BORING LOCATIONS - PAVEMENT AND BASE THICKNESS
Appendix H	ADDENDA (INCLUDED IN CONFORMED PLANS)

ADDENDA:

No.  1 , dated  May 23 , 2016

No.  2 , dated  May 27 , 2016

No.  3 , dated  June 13 , 2016

No.  4 , dated  June 14 , 2016

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

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

**AGREEMENT**

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**BAYSIDE WATER AND WASTEWATER IMPROVEMENTS PROJECT NO. 211.159**

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address as herein provided. Notices to OWNER required hereunder shall be directed to the following address:

If to Owner:

\_\_\_\_\_  
City of Panama City Beach  
\_\_\_\_\_  
110 South Arnold Road  
\_\_\_\_\_  
Panama City Beach, FL 32413  
ATTENTION: \_\_\_\_\_  
Mario Gisbert, City Manager  
Fax No.: \_\_\_\_\_  
(850) 233-5108

If to Contractor:

\_\_\_\_\_  
L & R Contracting, LLC  
\_\_\_\_\_  
309 Elm Ave.  
\_\_\_\_\_  
Panama City, FL 32401  
ATTENTION: \_\_\_\_\_  
Rhonda Lewis, President  
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 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, the form of which is set forth in Section 00808.
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

**AGREEMENT**

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**BAYSIDE WATER AND WASTEWATER IMPROVEMENTS**

**PROJECT NO. 211.159**

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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.
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 Jennifer Majka, Project Engineer, Dewberry | Preble-Rish
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

**AGREEMENT**

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or in part, shall relieve CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from OWNER. CONTRACTOR expressly acknowledges and agrees that it shall receive no damages for delay. CONTRACTOR's sole remedy, if any, against OWNER will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This section shall expressly apply to claims for early completion, as well as to claims based on late completion. Notwithstanding the foregoing, if the Work is delayed due to the fault or neglect of OWNER or anyone for whom OWNER is liable, and such delays have a cumulative total of more than 90 calendar days, CONTRACTOR may make a claim for its actual and direct delay damages accruing after said 90 calendar days as provided in Section 00805 Supplemental Conditions, Contract Claims and Changes. Except as expressly set forth in this section, in no event shall OWNER be liable to CONTRACTOR whether in contract, warranty, tort (including negligence or strict liability) or otherwise for any acceleration, soft costs, lost profits, special, indirect, incidental, or consequential damages of any kind or nature whatsoever.

17. INSURANCE - BASIC COVERAGES REQUIRED [NOTE: THE CITY'S RISK MANAGER MUST REVIEW AND CONFIRM THE COVERAGE TYPES AND LIMITS SPECIFIED HERE FOR THIS PROJECT.]

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

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**BAYSIDE WATER AND WASTEWATER IMPROVEMENTS**

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These insurance requirements shall not limit the liability of the CONTRACTOR. The insurance coverages and limits required of CONTRACTOR under this Agreement are designed to meet the minimum requirements of OWNER and the OWNER does not represent these types or amounts of insurance to be sufficient or adequate to protect the CONTRACTOR'S interests or liabilities. CONTRACTOR alone shall be responsible to the sufficiency of its own insurance program.

The CONTRACTOR and the CONTRACTOR'S subcontractors and sub-subcontractors shall be solely responsible for all of their property, including but not limited to any materials, temporary facilities, equipment and vehicles, and for obtaining adequate and appropriate insurance covering any damage or loss to such property. The CONTRACTOR and the CONTRACTOR'S sub-contractors and sub-subcontractors expressly waive any claim against OWNER arising out of or relating to any damage or loss of such property, even if such damage or loss is due to the fault or neglect of the OWNER or anyone for whom the OWNER is responsible. The CONTRACTOR is obligated to include, or cause to be included, provisions similar to this paragraph in all of the CONTRACTOR'S subcontracts and its subcontractors' contracts with their sub-subcontractors.

The CONTRACTOR'S deductibles/self-insured retentions shall be disclosed to OWNER and are subject to OWNER'S approval. They may be reduced or eliminated at the option of OWNER. The CONTRACTOR is responsible for the amount of any deductible or self-insured retention. Any deductible or retention

applicable to any claim or loss shall be the responsibility of CONTRACTOR and shall not be greater than \$25,000, unless otherwise agreed to, in writing, by OWNER.

**AGREEMENT**

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Insurance required of the CONTRACTOR or any other insurance of the CONTRACTOR shall be considered primary, and insurance of OWNER shall be considered excess, as may be applicable to claims or losses which arise out of the Hold Harmless, Payment on Behalf of OWNER, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease.

**WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE COVERAGE**

The CONTRACTOR shall purchase and maintain workers' compensation and employers' liability insurance for all employees engaged in the Work, in accordance with the laws of the State of Florida, and, if applicable to the Work, shall purchase and maintain Federal Longshoremen's and Harbor Workers' Compensation Act Coverage. Limits of coverage shall not be less than:

\$1,000,000	Limit Each Accident
\$1,000,000	Limit Disease Aggregate
\$1,000,000	Limit Disease Each Employee

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

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

**COMMERCIAL GENERAL LIABILITY COVERAGE**

CONTRACTOR shall purchase and maintain Commercial General Liability

**AGREEMENT**

**00050-11**

Insurance on a full occurrence form. Coverage shall include, but not be limited to, Premises and Operations, Personal Injury, Contractual for this Agreement, Independent Contractors, Broad Form Property Damage, Products and Completed Operation Liability Coverages and shall not exclude coverage for the "X" (Explosion), "C" (Collapse) and "U" (Underground) Property Damage Liability exposures. Limits of coverage shall not be less than:

Bodily Injury, Property Damage & Personal Injury Liability	\$1,000,000	Combined Single Limit Each Occurrence, and
	\$2,000,000	Aggregate Limit

The General Aggregate Limit shall be specifically applicable to this Project. The Completed Operations Liability Coverages must be maintained for a period of not less than 3 years following OWNER'S final acceptance of the project.

The CONTRACTOR shall add OWNER as an additional insured through the use of Insurance Service Office Endorsements No. CG 20.10.10.01 and No. CG 20.37.10.01 wording or equivalent, or broader, an executed copy of which shall be attached to or incorporated by reference on the Certificate of Insurance to be provided by CONTRACTOR pursuant to the requirements of the Contract Documents.

**BUSINESS AUTOMOBILE LIABILITY COVERAGE**

The CONTRACTOR shall purchase and maintain Business Automobile Liability Insurance as to ownership, maintenance, use, loading and unloading of all of CONTRACTOR'S owned, non-owned, leased, rented or hired vehicles with limits not less than:

Bodily Injury & Property Damage	\$1,000,000 Combined Single Limit Each Accident
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**AGREEMENT**

**00050-13**

**EXCESS OR UMBRELLA LIABILITY COVERAGE**

CONTRACTOR shall purchase and maintain Excess Umbrella Liability Insurance or Excess Liability Insurance on a full occurrence form providing the same continuous coverages as required for the underlying Commercial General, Business Automobile and Employers' Liability Coverages with no gaps in continuity of coverages or limits with OWNER added by endorsement to the policy as an additional insured in the same manner as is required under the primary policies, and shall not be less than \$10,000,000, each occurrence and aggregate as required by OWNER.

**ADDITIONAL INSURANCE**

The OWNER requires the following additional types of insurance.

[Either list any required insurance (e.g. Professional Liability Insurance) or indicate that none is required at this time]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in two 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: Mario Gisbert  
(Please type)

TITLE: City Manager

\_\_\_\_\_  
City Attorney (as to form only)

CONTRACTOR:

ATTEST:

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

\_\_\_\_\_

NAME: Rhonda Lewis  
(Please Type)

NAME \_\_\_\_\_

ADDRESS: 309 Elm Ave, Panama City, FL  
32401

(Please Type)

END OF SECTION 00050

**AGREEMENT**

**00050-15**

**BAYSIDE WATER AND WASTEWATER IMPROVEMENTS**

**PROJECT NO. 211.159**