

**CONTRACT BETWEEN CITY OF PENSACOLA AND
GULF BEACH CONSTRUCTION
BASED UPON QUOTE REQUEST**

THIS CONTRACT (“Contract”) is made this __day of _____, 20__, by and between the City of Pensacola (“City”), a Florida municipal corporation created and existing under the laws of the State of Florida, located at 222 W. Main Street, Pensacola, Florida 32502, and GULF BEACH CONSTRUCTION, (“Contractor”), a corporation authorized to do business in Florida, located at 1308 UPLAND CREST COURT, GULF BREEZE, FL 32563, (the City and Contractor collectively referred to hereinafter as the “Parties”).

WITNESSETH:

WHEREAS, the City requested quotes on January 17, 2023, as described in a project manual, scope of work, statement of work, or other document, and any applicable addenda, all such documents collectively referred to as the “Quote Documents” and attached hereto as Exhibit A and incorporated herein by this reference; and

WHEREAS, in response to the Quote Documents, the Contractor submitted to the City a proposal dated January 15, 2023, (“Proposal”) attached hereto as Exhibit B and incorporated herein by this reference; and

WHEREAS, the City has accepted the Proposal; and

WHEREAS, the Parties desire the Contractor to perform the Contract as described in the Quote Documents and the Proposal and pursuant to the terms and conditions of this Contract; and

WHEREAS, the Parties desire to enter into this Contract;

NOW, THEREFORE, in consideration of the work to be performed and the payment for the performance of the work, of the mutual covenants and benefits contained herein, and for other good and valuable consideration, the Parties agree as follows:

Section 1. Recitals.

The recitals contained above are true and correct and are incorporated into this Contract.

Section 2. Contractor’s Obligations.

The Contractor shall perform all work and services described in, and in accordance with, the Contract. The Contractor warrants that all equipment, materials, and workmanship furnished, whether furnished by Contractor or its subcontractors or sub-suppliers, will comply with the Contract and any City specifications, drawings, and other descriptions supplied or adopted. The Contractor further warrants that the supplies and workmanship

will be new, fit, and sufficient for the purpose for which they are intended, of good materials, design, and workmanship, and free from defects or failure. The City or its duly authorized representative shall at all times have full opportunity to inspect the materials to be furnished and the work to be done under this Contract. The Contractor shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations pertaining to the performance of this Contract. The Contractor is responsible for and shall indemnify the City against all damage or loss caused by fire, theft, or otherwise to materials, tools, equipment, and consumables left on City property by the Contractor.

Section 3. Term of Contract.

Subject to the right of termination for cause or convenience, the term of this Contract shall be as specified in the attached Quote Documents and Proposal.

Section 4. Payment.

The Contractor agrees to perform all work and services in Section 2 and to furnish all necessary labor, materials, equipment, machinery, tools, apparatus, and means of transportation related to such work and services at Contractor's sole cost and expense, in consideration of the total amount of SIXTY-FIVE THOUSAND SEVEN HUNDRED THIRTY DOLLARS AND ZERO CENTS (\$65,730.00) to be paid by the City in accordance with the Contract upon the complete performance by Contractor, or based on unit prices if applicable, or based on partial payments approved by the City, only after written acceptance by the City pursuant to the Contract, and such payment in accordance with the Florida Prompt Payment Act. In the event that the Contractor does not fully perform its obligations under the Contract, the City reserves the right to withhold payments for work not performed, to engage an alternative contractor to complete work not performed, and to withhold such amounts as may be required to hold the City harmless from any claims or damages, direct, indirect or consequential, that may be sustained on account of the Contractor's acts or omissions in the performance of this Contract.

Section 5. Bond.

Is a bond required? ☐ Yes ☒ No

If yes: Contractor shall provide all bond(s) as required in the Contract. Should the City in the City's sole discretion at any time deem any of the sureties upon such bond to be unsatisfactory or if for any reason such bond shall cease to be adequate security for the City, the Contractor shall within five (5) days of written notice from the City furnish a new or additional bond in full sum and satisfactory to the City. No payment shall be deemed to be due or to be made to the Contractor unless and until such new or additional bond shall be furnished and approved in writing by the City. The premium and all expenses associated with such new or additional bond shall be paid by, and the sole responsibility of, the Contractor.

Section 6. Performance Schedule.

The Contractor shall commence and complete all work and services pursuant to the Contract.

Section 7. Necessary Approvals.

Contractor shall procure all permits, licenses, and certificates and any approvals in performance and completion of this Contract as may be required by federal, state, and local laws, ordinances, rules, and regulations, and in accordance with the Contract.

Section 8. No Waiver.

No waiver, alterations, consent, or modification of any of the provisions of the Contract shall be binding unless in writing and signed by the Mayor or his/her designee.

Section 9. Governing Law.

This Contract is governed and construed in accordance with the laws of the State of Florida. The law of the State of Florida shall be the law applied in the resolution of any claim, actions, or proceedings arising out of this Contract.

Section 10. Venue.

Venue for any claim, actions, or proceedings arising out of this Contract shall be Escambia County, Florida.

Section 11. No Discrimination.

Contractor shall not discriminate on the basis of any class protected by federal, state, or local law in the performance of this Contract.

Section 12. Assignment.

The rights and privileges conferred by this Contract shall not be assigned or transferred without the written consent of the City, which consent shall not be unreasonably withheld.

Section 13. No Other Agreements.

The Parties agree the Contract contains all the terms and conditions agreed upon by the Parties. No other agreements, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind either Party.

Section 14. Remedies for Failure to Perform or Breach of Contract.

The City reserves the right to seek all remedies available under law in the event of a failure to perform or other breach of this Contract by the Contractor, and the failure of the City to employ a particular remedy shall not be regarded by the Parties as a waiver of that or any other available remedy.

Section 15. Termination for Convenience.

The City may terminate this Contract without cause upon thirty (30) days prior written notice.

Section 16. Public Records Act.

The parties acknowledge and agree to fulfill all obligations respecting required contract provisions in any contract entered into or amended after July 1, 2016, in full compliance pursuant to Section 119.0701, *Florida Statutes*, and obligations respecting termination of a contract for failure to provide public access to public records. The parties expressly agree specifically that the contracting parties hereto shall comply with the requirements within Attachment "A" attached hereto and incorporated by reference.

Section 17. Mandatory Use of E-Verify System.

In compliance with the provisions of F.S. 448.095, the parties to this contract and any subcontractors engaged in the performance of this contract hereby certify that they have registered with and shall use the E-Verify system of the United States Department of Homeland Security to verify the work authorization status of all newly hired employees, within the meaning of the statute.

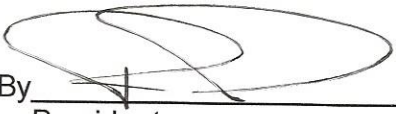
IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed and sealed the day and year first above written.

CONTRACTOR

CITY OF PENSACOLA, FLORIDA

GULF BEACH CONSTRUCTION
(Contractor's Name)

Mayor, D. C. Reeves

By 
President

Attest: City Clerk, Ericka L. Burnett

PAUL DORLAG
(Printed President's Name)

Approved as to Substance:

Attest 
Corporate Secretary

Department Director

Legal in form and execution:

(CORPORATE SEAL)

City Attorney



Attachment "A"

PUBLIC RECORDS: Contractor shall comply with Chapter 119, Florida Statutes. Specifically, Contractor shall:

- A.** Keep and maintain public records required by the City to perform the service.
- B.** Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C.** Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if Contractor does not transfer the records to the City.
- D.** Upon completion of the Contract, transfer, at no cost, to the City, all public records in possession of Contractor or keep and maintain public records required by the City to perform the service. If Contractor transfers all public records to the City upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request of the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Failure by Contractor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Contract by the City.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE PUBLIC RECORDS COORDINATOR AT:

THE OFFICE OF THE CITY CLERK, (850) 435-1715

PUBLCRECORDS@CITYOFPENSACOLA.COM

222 WEST MAIN STREET, PENSACOLA, FL 32502

EXHIBIT A

**QUOTE DOCUMENTS ON FILE IN PUBLIC WORKS &
FACILITIES, Engineering & Construction Services**

EXHIBIT B

PROPOSAL

The pages following Exhibit B are the documents comprising the Proposal dated, January 15, 2023, which Contractor submitted in response to the Bid Documents, are hereby incorporated by reference into this Contract. The Proposal includes all attachments and addenda submitted by Contractor in response to the Bid Documents, which are also hereby incorporated into this Contract by reference.

DATE 1/15/2023

PROPOSAL

THE MAYOR
CITY OF PENSACOLA
PENSACOLA, FLORIDA

RECEIVED

JAN 17 2023

ENGINEERING

SUBMITTED: Gulf Beach Construction
Name of Company

The undersigned, as quoter hereby declares that the only person or persons interested in the Proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Proposal or in the Contract to be entered into; that this Proposal is made without connection with any other person, company or parties making a quote or proposal; and that it is in all respect fair and in good faith without collusion or fraud.

The quoter further declares that he has examined the site of the work and has informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the plans and specifications for the work and the contractual documents relative thereto, including the Advertisement, Proposal Form, Form of Contract, General Conditions, and all specific conditions; and that he has satisfied himself relative to the work to be performed.

The quoter proposes and agrees, if this Proposal is accepted, that it will not discriminate on the basis of race, creed, color, national origin, sex, age or disability and to contract with the City of Pensacola in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete the:

COLLEGE PARKWAY NEW SIDEWALK PROJECT

for the total base quote of Sixty Five Thousand Seven Hundred Thirty

(\$ 65,730.00)

***A Signed Quantity Sheet must also be submitted for quote to be considered.**

The quoter further proposes and agrees hereby to commence the work with an adequate force and equipment within (10) consecutive calendar days after being notified by the City of Pensacola to do so; and to complete the work and testing within (60) calendar days after the commencement date set by the City of Pensacola and to pay a delay penalty the sum of (\$500.00) for each and every calendar day used for the final completion of the work in excess of that heretofore stated.

The undersigned further agrees that in case of failure on his part to execute the said Contract within ten (10) calendar days after written notice being given of the award of the Contract, the City reserves the right to award the contract to the next lowest quoter.

Signature Paul Dorlag

Printed Name: Paul Dorlag

Company: Gulf Beach Construction

Address: 1308 Upland Crest Ct

City: Gulf Breeze

State: Florida ZIP 32563

Telephone: 850-341-5035

Email: gulfbeachconstruction@hotmail.com

Florida Department of Professional Regulation
Contractor's Certification or Registration
No. 72732, Expiration Date 9/30/2023

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JAN 17 2023

ENGINEERING

CITY OF PENSACOLA - ENGINEERING AND CONSTRUCTION SERVICES

QUANTITY SHEET

COLLEGE PARKWAY SIDEWALK PROJECT

12-12-2022

BASE BID LINE ITEMS

No	Category	Quantity	Units	Unit Price	Total Cost
1	Demolition/Layout (incl. clearing, grubbing)	1	LS	10250.00	10250.00
2	Tree Removal	5	EA	2750.00	13750.00
3	Mobilization and Demobilization	1	LS	2550.00	2550.00
4	Erosion Control* (incl. silt fence, outlet protection, haybales, sediment sump, etc.)	1	LS	1500.00	1500.00
5	4" Thick by 4' Wide Fiber Reinforced Concrete Sidewalk	574	LF	30.00	17220.00
6	ADA-compliant curb ramp with mat included (per FDOT index 304)	2	EA	800.00	1600.00
7	Relocate Traffic Signs	1	EA	550.00	550.00
8	Adjust Existing Water Valves (Rings and Boxes To Be Provided By Contractor) includes concrete collar	1	EA	425.00	425.00
9	Remove and Relocate Landscaping (incl. shrubs, bushes, crepe myrtles, etc.)	1	LS	1450.00	1450.00
10	Restore Private Irrigation Found in the Right of Way	1	LS	675.00	675.00
11	Sod to Match Existing Species	400	SY	7.00	2800.00
12	3" Top Soil	400	SY	1.00	400.00
				BASE BID TOTAL:	53170.00

BID ALTERNATE LINE ITEMS

No	Category	Quantity	Units	Unit Price	Total Cost
1	Remove and Replace Broken Concrete Sidewalk	280	LF	42.00	11760.00
2	ADA-compliant curb ramp with mat included (per FDOT index 304) at College and Palisade	1	EA	800.00	800.00
				BID ALTERNATE TOTAL:	12560.00
				BASE BID PLUS BID ALTERNATE TOTAL:	65730.00

NOTES

1. Bid shall include all associated earthwork and necessary back-sloping as determined by the City of Pensacola
2. This bid proposal contains line items which may not be called out on the plans. Such items have been included to address potential unforeseen conditions.

Bidder: Gulf Beach Construction
 Name of Company (Please Print)
 By: Paul Dorlag
 Authorized Representative (Please Print)
 Title: President
 Address: 1308 Upland Crest Court
 Telephone: 850-341-5035

Date: 1/15/2023
Paul Dorlag
 Signature
Gulf Breeze Florida 32563
 City/State/Zip Code
 Email address: gulfbeachconstruction@hotmail.com

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JAN 17 2023

DRUG-FREE WORKPLACE CERTIFICATE **ENGINEERING**

IDENTICAL TIE QUOTES - Pursuant to Section 287.087, Florida Statutes, preference shall be given to business with Drug-Free Work Place Programs. Whenever two or more quotes which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual services, a quote received from a business that certifies that it has implemented a drug-Free Work Place Program shall be given preference in the award process. Established procedures for processing tie quotes will be followed if none of the tied vendors have a Drug-Free Work Place Program. In order to have a Drug-Free Work Place Program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the work place and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the work place, the business' policy of maintaining a Drug-Free Work Place, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nob contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free work place through implementation of this section.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Paul Dorlag

VENDOR'S SIGNATURE

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City of Pensacola
Florida

CERTIFICATION
for
EROSION AND SEDIMENTATION COMPLIANCE

All site excavation and site disturbance shall comply with the following federal, state and local regulations related to erosion and sedimentation:

- A. Federal Clean Water Act as amended in 1987
- B. State Florida Statutes, Chapter 373 and 403, and the rules promulgated thereunder
- C. Local Code of the City of Pensacola, Chapter 12-9

By signature of its undersigned authorized representative, the Bidder hereby assures the City of Pensacola that any soil-disturbing activities performed by the Bidder will comply with all applicable federal, state, and local regulations.

The cost of compliance with applicable erosion and sedimentation regulations is estimated by the Bidder to be \$ 1500.00, which cost is included in the amount of the bid.

The specific methods of compliance with applicable federal, state, and local regulations and the associated costs are as follows:

Install silt fence and inlet protection systems where needed

Paul Dorlag

Authorized Official

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**52.209-5 FAR Certification Regarding Debarment, Suspension,
Proposed Debarment, and Other Responsibility Matters**

ENGINEERING

1. The Offeror certifies, to the best of its knowledge and belief, that the Offeror and/or any of its Principals:
 - A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.
 - B. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
 - C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.
2. The Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
 - A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

- B. The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

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JAN 17 2023

- D. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- E. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

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**52.209-6 FAR Protecting the Government's Interest When Subcontracting
with Contractors Debarred, Suspended, or Proposed for Debarment**

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1. The Government suspends or debars Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.
2. The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.
3. A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the Excluded Parties List System). The notice must include the following:
 - A. The name of the subcontractor.
 - B. The Contractor's knowledge of the reasons for the subcontractor being in the Excluded Parties List System.
 - C. The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in the Excluded Parties List System.
 - D. The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

Gulf Beach Construction

Company Name

Paul Dorlag

Authorized Signature

Paul Dorlag

Printed Name

1/15/2023

Date

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JAN 17 2023

ENGINEERING

VETERAN BUSINESS ENTERPRISE PARTICIPATION FORM

In order to foster economic development and business opportunities for service-disabled veterans and wartime veterans who have made extraordinary sacrifices on behalf of the nation, the City of Pensacola has adopted a Veteran Business Enterprise (“VBE”) Preference. For further information regarding this program, please refer to Section 3-3-12 AND 3-3-13 of the Code of the City of Pensacola.

In order for a respondent to receive credit for being VBE vendor, it must perform useful business functions on the contract, have its principal place of business in Escambia or Santa Rosa County and be certified as a veteran business enterprise by the State of Florida Department of Management Services (“DMS”) as set forth in Section 295.187 of the Florida Statutes as of the date set for submittal of bids. For purposes of the City’s VBE Program, the respondent’s principal place of business must be within Escambia County, FL, or Santa Rosa County, FL.

There shall be no third party beneficiaries of the Veteran Business Enterprise Preference provisions of this solicitation or resulting contract. The City of Pensacola shall have the exclusive means of enforcement of the Veteran Business Enterprise Preference Ordinance and any contract terms. The City of Pensacola is the sole judge of compliance. All solicitations and submittals awarded will be evaluated in accordance with the Code of the City of Pensacola.

If the Respondent is a qualifying VBE, please complete the boxes below:

Respondent’s Name:	Respondent’s Principle Place of Business	Florida Certification Number as issued by State of Florida DMS:
NA		