

RESOLUTION NO. 22-81

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A CHANGE ORDER TO THE CITY'S AGREEMENT WITH GULF COAST UTILITY CONTRACTORS, LLC, FOR THE SR 30A (U.S. 98) UTILITY RELOCATION PROJECT IN THE AMOUNT OF \$19,802.40.

BE IT RESOLVED that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Change Order No. 1 to the City's Agreement with Gulf Coast Utility Contractors, LLC, dated January 19, 2022, relating to a change in materials for the SR 30A (US 98) Utility Relocation Project, in the amount of Nineteen Thousand, Eight Hundred Two Dollars and Forty Cents (\$19,802.40), in substantially the form **attached** 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.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this 27th day of January, 2022.

CITY OF PANAMA CITY BEACH

By: 

Mark Sheldon, Mayor

ATTEST:


Lynne Fasone, City Clerk

CHANGE ORDER

No. 1

PROJECT	SR 30A (US 98) Utility Relocation	
DATE OF ISSUANCE	January 19, 2022	EFFECTIVE DATE
OWNER	City of Panama City Beach	

OWNER's Contract No	-----	
CONTRACTOR	Gulf Coast Utility Contractors, LLC	ENGINEER Dewberry Engineers, Inc.

You are directed to make the following changes in the Contract Documents

Description: Additional cost difference to upgrade sewer forcemain pipe to heavier wall thickness (DR 18) due to no available pipe in the specified lighter (DR 25) wall thickness.

Reason for Change Order: Specified lighter walled pipe is unavailable with no projected availability date.

Attachments: Itemization of additional costs.

	CHANGE IN CONTRACT TIMES:
Original Contract Price \$ <u>2,074,760.00</u>	Original Contract Times: Substantial Completion: <u>December 9, 2022</u> Final Completion <u>January 8, 2023</u> days or dates
Net changes from previous Change Orders No. \$ <u>-</u>	Net changes from previous Change Orders No. <u>0</u> days
Contract Price prior to this Change Order \$ <u>2,074,760.00</u>	Contract Time prior to this Change Order Substantial Completion: <u>December 9, 2022</u> Final Completion <u>January 8, 2023</u> days or dates
Net Increase (decrease) of this Change Order \$ <u>19,802.40</u>	Net Increase (decrease) of this Change Order <u>0</u> days
Contract Price with all approved Change Orders \$ <u>2,094,562.40</u>	Contract Times with all approved Change Orders Substantial Completion: <u>December 9, 2022</u> Final Completion <u>January 8, 2023</u> days or dates

RECOMMENDED:

By: _____
Engineer (Authorized Signature)

Date: _____

APPROVED

By: *[Signature]*
Client (Authorized Signature)

Date: 1-27-22

Draw Whitman
City Manager

ACCEPTED

By: _____
Contractor (Authorized Signature)

Date: _____

EJCDC No: 1910-4-B (1990 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America.

**SR 30A (US 98) Utility Relocation
Itemization of Change Order 1 Costs/Credits**

Item	Unit Price	Bid Item Qty	Actual Amount		Date	Total
			Used	Unused		
Original Contract Price					1/19/2022	\$2,074,760.00
Additional Costs						
Cost increase to provide DR 18 versus specified DR 25 pipe due to availability.	\$8.92	2220				\$19,802.40
Total Additional Costs						\$19,802.40
Total Change Order Amount						\$19,802.40



Customer
 CITY OF PANAMA CITY BEACH
 110 SOUTH ARNOLD RD.
 PANAMA CITY BEACH, FL 32413

EMPIRE PIPE - PC
 EMPIRE PIPE AND SUPPLY
 PO BOX 101149
 BIRMINGHAM, AL 35210

Telephone: 850-481-0788

~~Bid expires on 01/31/22~~

1/13/22 Bid ID: 5013837 US 98 RELOCATION 12" CHANGE ORDER Page 1

Line	Quantity	Sell Per	Description	Net Price	Extended Price
40	2220	FT	CHANGE ORDER TO GO FROM DR25 TO DR18 PVC PIPE. 12 C900 DR18 CL235 PVC GREEN GREEN	8.92	19,802.40
<p>THE PRICE ABOVE IS ONLY THE COST DIFFERENCE FOR THE CHANGE</p> <p>ORIGINAL PRICE FOR THE 12" DR25 WAS 34.69 FT</p> <p>NEW PRICE TO BE BILL FOR DR18 IS \$43.61</p>					

Subtotal:	19,802.40
Tax:	.00
Bid Total:	19,802.40

All purchases are subject to a 1.5% service charge after due date. It is specifically understood and agreed that the title parts and materials listed or included on above delivery receipt shall remain the property of Empire Pipe & Supply Co. until full payment of same has been received. The purchaser agrees to pay all costs of collection, including a reasonable attorney's fee in the event it becomes necessary to enforce payment thereof. RETURNS: MUST HAVE OUR PRIOR CONSENT, ORIGINAL INVOICE NO. WITH DATE MUST BE FURNISHED, RESTOCKING, RECONDITIONING & FRT. CHARGES ARE APPLICABLE ON ALL RETURNS.

THIS DELIVERY TICKET EVIDENCES A SALE ON THE FOLLOWING TERMS AND CONDITIONS. Buyer's assent thereto shall be deemed expressed either: (a) by Buyer's acceptance of the goods delivered pursuant hereto, or (b) by Buyer's separate written agreement with Seller that all sales to Buyer are governed by and subject to the terms hereof. Empire Pipe and Supply Company (Seller) makes no representations or warranties, express or implied, with respect to the goods described on this delivery ticket except as specifically set forth on a separate written product warranty provided to the original purchaser of such goods. Such warranty, if any, run solely to the original purchaser and not to any person or entity that purchases such goods. Seller specifically excludes and disclaims any implied warranty of merchantability and any implied warranty of fitness for a particular purpose. No one is authorized to make any warranty, create any obligation or assume any liability for or on behalf of Seller in connection with goods to be delivered hereunder. Seller's liability is limited to actual replacement of any product proven to have been defective at the time Seller's delivery hereunder. Seller's liability is limited to actual replacement of any product proven to have been defective at the time of Seller's delivery, or the product's specific net purchase value at the time of delivery, whichever is less. In no event will Seller be liable for damages that occur to its product after delivery has been made. In no event will Seller be liable to buyer for any business expenses, loss of profits, penalties or incidental or consequential damages, however caused, whether by Seller's sole or concurrent negligence or otherwise.