

RESOLUTION NO. 22-177

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING CHANGE ORDER #4 TO THE CITY'S AGREEMENT WITH CWR CONTRACTING, INC. FOR THE CONSTRUCTION OF FRONT BEACH ROAD SEGMENT 3 IN THE AMOUNT OF \$56,497.00.

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 # 4 to the Agreement between the City and CWR Contracting, Inc., relating to water main extensions on the Front Beach Road Segment 3 Project, in the basic amount of Fifty-Six Thousand, Four Hundred Ninety-Seven Dollars and No Cents (\$56,497.00), 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 23rd day of June, 2022.

CITY OF PANAMA CITY BEACH

By: 
Mark Sheldon, Mayor

ATTEST:


Lynne Fasone, City Clerk

CONTRACT CHANGE ORDER

ORDER NO	122 - 4
DATE	19 April 2022
STATE	FLORIDA
COUNTY	BAY

CONTRACT FOR
CITY OF PANAMA CITY BEACH – FRONT BEACH ROAD – SEGMENT 3
PROJECT NO. 2018-01

OWNER
CITY OF PANAMA CITY BEACH

To CWR Contracting, Inc. (Contractor)

You are hereby requested to comply with the following changes from the contract plans and specifications:

Description of Changes (Supplemental Plans and Specifications Attached)	DECREASE in Contract Price	INCREASE in Contract Price
Water main extension and new water services to existing townhomes on south side of Front Beach Road at the west end of the project limits.		\$56,497.00
TOTALS	\$	\$ 56,497.00
NET CHANGE IN CONTRACT PRICE	\$	\$ 56,497.00

JUSTIFICATION: Additional work requested by City Staff to bring water services up to minimum city standards.
 See Attached Letter from CWR Contracting, Inc.


The amount of the Contract will be ~~Increased/Decreased~~ by the Sum of:
Fifty-six thousand, four hundred ninety seven & 00/100 Dollars (\$ 56,497.00).

The Contract Total including this and previous Change Orders will be:
Twenty-eight million, one hundred fifty-one thousand, nine hundred nine & 18/100 Dollars (\$ 28,151,909.18).

The Contract Period provided for Completion will be ~~changed/unchanged~~. Add 15 Days

The Contract Period Total including this and previous Change Orders will be: 737 Days

This Document will become a supplement to the contract and all provisions will apply hereto.

 _____ Jeremy Powell CWR Contracting, Inc Digitally signed by James M Hurst Date: 2022.06.14 08:11:11-05'00' Morgan Hurst, P.E. Dewberry Engineers Inc _____ Drew Whitman, City Manager City of Panama City Beach	_____ (Contractor) _____ (Owner's Engineer) _____ (Owner)	_____ (Date) _____ (Date) _____ (Date)
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C.W. Roberts Contracting, Inc.

CGC1605766 / CUC1225175

Tallahassee Corporate Office
3372 Capital Circle NE
Tallahassee, FL 32308
Phone: 850-365-5060
Fax: 850-365-5605

Panama City Office
1603 Bay Avenue
Panama City, FL 32405
Phone: 850-769-8640
Fax: 850-769-7775

Tallahassee Operations Office
22674 NE SR 20
Hosford, FL 32334
Phone: 850-379-8116
Fax: 850-379-8168

Wildwood Office
4206 Highway 124-A
Wildwood, FL 34789
Phone: 352-330-2540
Fax: 352-330-2809

Freeport Office
160 Industrial Park Road
Freeport, FL 32439
Phone: 850-835-3500
Fax: 850-835-3519

Plant City Office
2102 Jim Johnson Road
Plant City, FL 33666
Phone: 813-756-2009
Fax: 813-659-3767

PROPOSAL AND CONTRACT

April 19, 2022
Proposal No. 1511881

To: City of Panama City Beach
[Blank lines for address]

Phone:
Email:

C.W. Roberts Contracting, Inc., Panama City Division, hereinafter called the Company, offers to furnish all labor, materials and equipment required for the performance of the following described work in connection with construction of improvements of the CRA Front Beach Road - WM Extension

Table with 5 columns: Item, Description, Qty, Unit, Unit Price, Total. Includes line items for General Conditions, Clear & Grub, PVC Piping, Valves and Fittings, and Water Services. Sub-Total: \$56,497.00. Grand Total: \$56,497.00.

Notations:

- 1 This quote does not include a bond
2 15 additional days to be added to contract time for the work listed above

If the foregoing meets with your acceptance, kindly sign and return this proposal. Upon its receipt it is understood and the foregoing will constitute the full and complete agreement between us.

This proposal expires thirty (30) days from the date hereof, but may be accepted at any later date at the sole option of CWR.

ACCEPTED

Respectfully Submitted

(Firm Name)

[Handwritten Signature]

(Signature)

C.W. Roberts Contracting, Inc.

(Printed Name and Title)

(Date)

April 19, 2022

(Date)

April 19, 2022

TERMS AND CONDITIONS

Payment in full for all work performed hereunder during any month shall be made not later than the tenth day of the month next following. Final and complete payment for all work performed hereunder shall be made not later than fifteen (15) days after the completion of such work. Interest at the highest rate allowable under the laws of the jurisdiction in which the contract is executed, or one and one half percent (1.5%) per month, whichever is less, shall be charged and paid on all unpaid balances from the due date to the date we receive payment.

We shall not become obligated to perform the work called for under this Proposal and Contract until we check and approve your credit. This Proposal and Contract shall be null and void if your credit is not approved. If credit conditions become unsatisfactory at any time prior to our completion of the work hereunder, we shall be furnished adequate security upon our request.

Any deviations from the specifications or modification of the terms of this contract and any extra or incidental work, or reductions in work, shall be set forth in writing and signed by both parties prior to the making of such change. We will be compensated for any increase in our costs caused by such change, on the basis of the increase plus ten percent (10%) profit. If a time is set for the performance of work, and if, in our sole judgment such change will increase the time necessary for our performance, we will be granted a reasonable extension of time.

We will provide and pay for Workmen's Compensation Insurance covering our employees and Public Liability and Property Damage Insurance protecting ourselves. We will also assume responsibility for the collection and payment of Social Security and State Unemployment Taxes applicable to our employees. You agree to carry Public Liability and Property Damage Insurance sufficient to protect yourself against any and all claims arising from the performance of the work, including but not limited to claims arising under your agreement to indemnify and hold us harmless under the final paragraph of this Proposal and Contract.

We shall be provided with suitable access to the work area. If our work is dependent upon or must be undertaken in conjunction with the work of others, such work shall be so performed and completed as to permit us to perform our work hereunder in a normal uninterrupted single shift operation.

Unless a time for the performance of our work is specified, we shall undertake it in the course of our normal operating schedule. We shall not be liable for any failure to undertake or complete the work for causes beyond our control, including but not limited to fire, flood or other casualty, labor disputes or other disagreements, and accidents or other mishaps, whether affecting this work or other operations in which we are involved, directly or indirectly.

If for causes beyond our control our work is not completed within twelve (12) months after the date of your acceptance of the proposal, we may cancel this agreement at any time thereafter on ten (10) days notice. In such event (i) we shall be relieved of any further obligation with respect to the balance of the work; and (ii) we shall be entitled to receive final and complete payment for all work performed by us to the date of cancellation within fifteen (15) days thereafter.

We shall not be responsible for, and you agree to indemnify and hold us harmless from, any suit, claim, liability, cost or expense arising from or in any way related to: sidewalks, driveways or other improvements located within our work area or designated areas of access, and to adjacent property and improvements, subsurface conditions, and any and all other alleged damages to persons or property, including but not limited to personal injury and death, arising from the performance of the work, unless such alleged damages arise from our sole negligence. You further agree to indemnify and protect us and save us harmless from any and all loss, damage, costs, expenses and attorney's fees suffered or incurred on account of your breach of any obligations and covenants of this contract. It is further understood that we shall not be responsible for any damage to or deterioration of any of our work, whether completed or in process, resulting from any cause or causes beyond our reasonable control, including but not limited to design, failure of subgrade or other subsurface conditions, or failure or inadequacy of any labor or materials not furnished and installed by us, whether or not such failure or inadequacy was or could have been known at the time our work was undertaken or work performed under adverse weather conditions. You agree that the proper jurisdiction and venue for adjudication concerning this contract is Liberty County, Florida, and you waive any right to jurisdiction and venue in any other place.

In the event of litigation to enforce the terms of this contract, the prevailing party shall be entitled to an award of reasonable attorneys fees and costs.

DEW
6-30-22
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