

RESOLUTION 21-153

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, RATIFYING A CHANGE ORDER WITH C.W. ROBERTS CONTRACTING INC. FOR GRIFFITS PARKWAY SEGMENT 2 IMPROVEMENTS IN THE AMOUNT OF \$115,571.40.

BE IT RESOLVED that the appropriate officers of the City approve and to the extent necessary ratify on behalf of the City that certain Change Order #4 to that certain Agreement between the City and C.W. Roberts Contracting, Inc., relating to pedestrian, erosion and connectivity improvements on Griffiths Parkway Segment 2 f/k/a Bay Parkway Segment 2, in the amount of One Hundred Fifteen Thousand, Five Hundred Seventy One Dollars and Forty Cents (\$115,571.40), in the form attached and presented to the Council today, draft dated April 22, 2021.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this 13 day of May, 2021.

CITY OF PANAMA CITY BEACH

By: 
Mark Sheldon, Mayor

ATTEST:


Lynne Fasone, City Clerk



C.W. Roberts Contracting, Inc.
CGC1505785 / CUC1225175

Tallahassee Corporate Office
3372 Capital Circle NE
Tallahassee, FL 32308
Phone: 850-385-5060
Fax: 850-385-5605

Panama City Office
1603 Bay Avenue
Panama City, FL 32405
Phone: 850-769-6640
Fax: 850-769-7775

Tallahassee Operations Office
22574 NE SR 20
Hosford, FL 32334
Phone: 850-379-8116
Fax: 850-379-8188

Wildwood Office
4208 Highway 124-A
Wildwood, FL 34785
Phone: 352-330-2540
Fax: 352-330-2609

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 33566
Phone: 813-756-2009
Fax: 813-659-3787

PROPOSAL AND CONTRACT

April 21, 2021
Proposal No.: PC20013CO4

To: Kathy Younce
City of Panama City Beach

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 Bay Parkway Phase II - CO4.

Item	Description	Qty	Unit	Unit Price	Total
Option 1					
100	Gravity Wall	101.7	LF	\$ 485.00	\$49,324.50
200	Handrail for Gravity Wall	101.7	LF	\$ 107.00	\$10,881.90
				Total	\$60,206.40
Other Items					
500	Type F Curb	485	LF	\$ 38.00	\$18,430.00
600	Rip Rap	40	TN	\$ 170.00	\$6,800.00
				Total	\$25,230.00
700	FC9.5 (Overrun due to Cross Slope issues)	287	TN	\$ 105.00	\$30,135.00
				Total	\$30,135.00
				Grand Total	\$115,571.40

Notations:

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)

(Signature)

(Printed Name and Title)

(Date)

C.W. Roberts Contracting, Inc.

April 21, 2021

(Date)

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.

CHANGE ORDER

No. 4

PROJECT	Bay Parkway Phase 2	
DATE OF ISSUANCE	April 22, 2021	EFFECTIVE DATE
OWNER	City of Panama City Beach, Florida	
OWNER's Contract No		
CONTRACTOR	CW Roberts Contracting, Inc.	ENGINEER
		Gortemoller Engineering, Inc.

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

Description: 1.) Addition \$115,571.40 for gravity wall, handrail, raised curb, riprap at box culvert, and asphalt overages for modifications as follows: See Attached Proposal

Reason for Change Order:

Regrading to headwalls was added for erosion control and handrails for pedestrian safety. Rip-rap was added for velocity and flows checked through box culvert. Curbing was added due to semi truck traffic destroying sodded shoulder along Nautilus Street from Busy Bee to fire station. Asphalt overage was due to conflicting information from existing cross slope of phase 1 roadway at 6% and 2% cross slope conflict with new phase 2 design.

Attachments:

Original Contract Price	\$15,864,242.68	CHANGE IN CONTRACT TIMES:	
		Original Contract Times:	
		Substantial Completion:	March 30, 2021
		Final Completion	April 29, 2021
			<small>days or dates</small>
Net <u>Decrease</u> from this Change Orders		Net changes from previous Change Orders	
			46
			<small>days</small>
Contract Price prior to this Change Order	\$15,993,081.03	Contract Time prior to this Change Order	
		Substantial Completion:	May 15, 2021
		Final Completion	June 14, 2021
			<small>days or dates</small>
Net <u>Increase</u> of this Change Order	\$115,571.40	Net <u>Increase</u> of this Change Order	0
			<small>days</small>
Contract Price with all approved Change Orders	\$16,108,652.43	Contract Times with all approved Change Orders	
		Substantial Completion:	May 15, 2021
		Final Completion	June 14, 2021
			<small>days or dates</small>

RECOMMENDED:

By: [Signature]
 Engineer (Authorized Signature)
 Date: 04/23/21

APPROVED

By: [Signature]
 (Authorized Signature)
 Date: 4-22-21

ACCEPTED

By: [Signature]
 Contractor (Authorized Signature)
 Date: 4/27/21