

RESOLUTION 20-118

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING CHANGE ORDER #1 TO THE AGREEMENT FOR THE CONSTRUCTION OF BAY PARKWAY PHASE 2 WITH C.W. ROBERTS CONTRACTING, INC. FOR ADDITIONAL ASPHALT AND IMPROVEMENTS TO NAUTILUS STREET IN THE AMOUNT OF \$49,255.00; AUTHORIZING EXECUTION AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

BE IT RESOLVED that the appropriate officers of the City are authorized to deliver and execute on behalf of the City that certain Change Order #1 to the Agreement for the Construction of Bay Parkway Phase 2 with C.W. Roberts Contracting, Inc., relating to additional asphalt improvements and access improvements on Nautilus Street in the amount of Forty-Nine Thousand, Two Hundred Fifty-Five Dollars (\$49,255.00), 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, whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this 28th day of May, 2020.

CITY OF PANAMA CITY BEACH

By: _____

Mark Sheldon, Mayor

ATTEST:



Jo Smith, Interim City Clerk



City of Panama City Beach

To: Tony O'Rourke, City Manager
From: Kelly Jenkins, Public Works Director
Date: May 20, 2020
Re: Nautilus St. Improvements

ACTION PLAN

Bay Parkway Phase 2 Change Order #1

Due to the median safety improvements being constructed as part of Bay Parkway Phase 2 access is being limited to the shopping centers directly north of Panama City Beach Parkway and Nautilus Street. The turning movements allow a "left turn" in at both Busy Bee and Nautilus Station locations. Nautilus Station businesses have made complaints that their semi-truck deliveries cannot make it safely to the light at Nautilus Street and Panama City Beach Parkway if they are headed back east towards Hathaway Bridge. The complaint has also been made that the trucks cannot exit along Back Beach Road to head east. In an effort to provide safety for the entire community through approved access management techniques and accommodate the business owners at Nautilus Station we have a compromise plan of action:

- 1. Additional Asphalt Improvements:** Additional asphalt for a temporary semi turn around near the fire station road for approximately \$38,793.05.
- 2. Nautilus Station Entrance Modification:** Additional improvements at the northern radius connection to Nautilus Street from a 25' radius to a 50' radius to accommodate easier semi-truck turning movements for a right turn. Previously semi-trucks crossed four lanes and demolished a curb inlet to make a left turn to go out at the light. The City replaced the concrete inlet top multiple times since this turning radius was also too small. Costs for this improvement is approximately \$10,461.95.

These two items could be completed within 30 days of the execution of the change order agreement.

Staff recommends coordination with St. Joe on future buildout of the Nautilus Commercial Site to provide for internal circulation and future connection to Nautilus Street. This could provide vehicular access through the proposed commercial development and back out to the light.

Access Management is the proactive management of vehicular access points to land parcels adjacent to all manner of roadways. **Good access management promotes safe and efficient use of the transportation network.** Planners, engineers, developers, elected officials, and citizens

all play a significant role in access management. Businesses frequently view any attempt to limit access to their land uses as economically detrimental. However, there is evidence showing that access management can have the positive effect of increasing market area through reducing travel times on major roadways, and that minor increases in rerouting do not cause customers to stop patronizing businesses. Drivers make more mistakes and are more likely to have collisions when they are presented with the complex driving situations created by numerous conflict points such as a four-way intersection with no median. Conversely, simplifying the driving task contributes to improved traffic operations and fewer collisions. A less complex driving environment is accomplished by limiting the number and type of conflicts between vehicles, vehicles and pedestrians, and vehicles and bicyclists. Medians channel turning movements on major roadways to controlled locations. Research has shown that the majority of access-related crashes involve left turns. Therefore, non-traversable medians and other techniques that minimize left turns or reduce the driver workload can be especially effective in improving roadway safety.

Bay Parkway is considered a limited access roadway. The additional asphalt improvements for the turn-around near the fire station will be kept in place. In the future, the additional asphalt will also be used for a right turn lane from the fire station as Nautilus Commercial reaches full build-out.



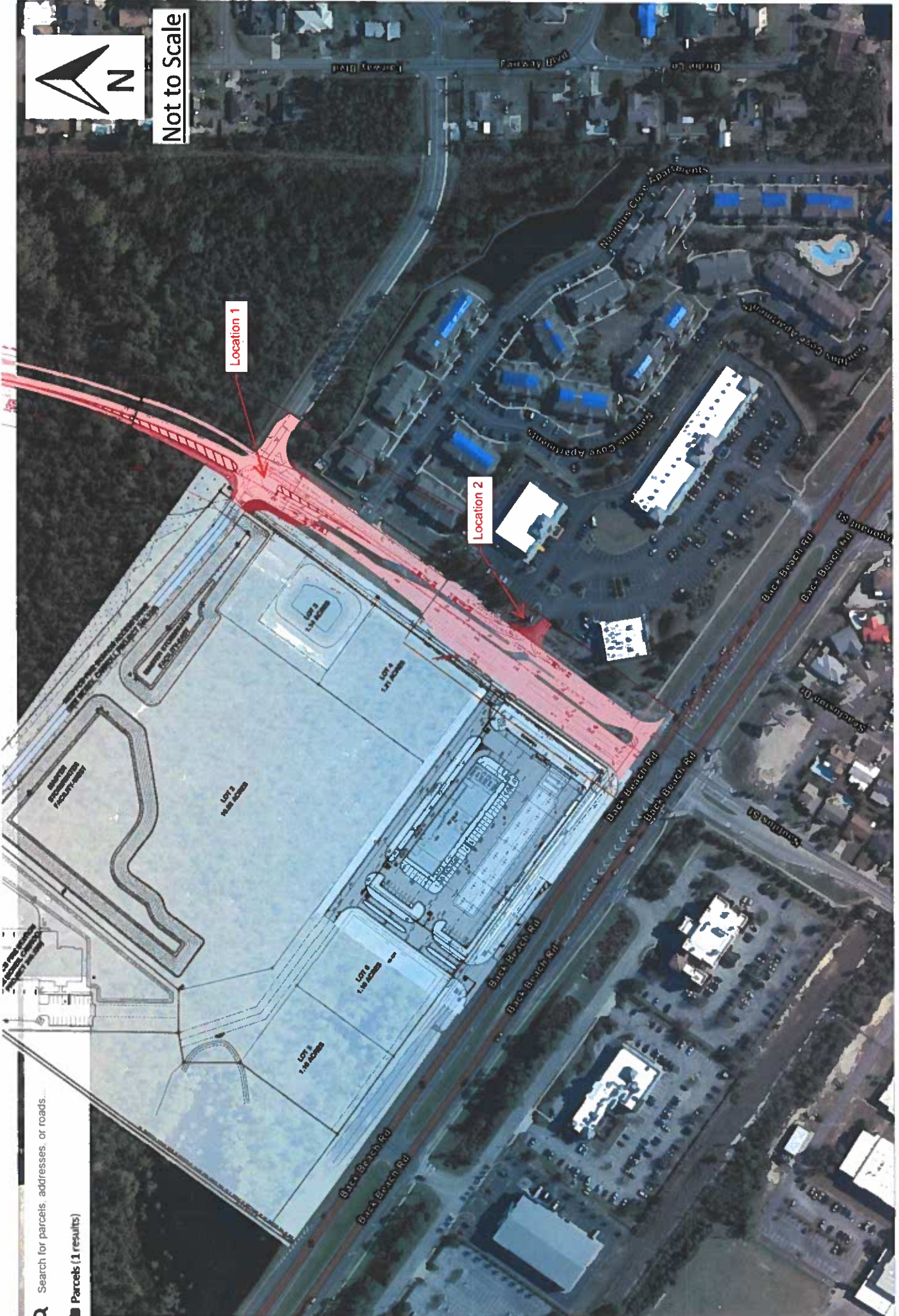
Not to Scale

Location 1

Location 2

Search for parcels, addresses, or roads.

Parcels (1 results)



CHANGE ORDER

No. 1

PROJECT	<u>Bay Parkway Phase 2</u>	EFFECTIVE DATE	<u>May 15, 2020</u>
DATE OF ISSUANCE	<u>May 15, 2020</u>		
OWNER	<u>City of Panama City Beach, Florida</u>		
OWNER's Contract No	_____		
CONTRACTOR	<u>CW Roberts Contracting, Inc.</u>	ENGINEER	<u>Gortemoller Engineering, Inc.</u>

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

Description: 1.) Addition \$49,255.00 for Nautilus Street turn around improvements and curb modifications as follows:
See Attached Proposal

Reason for Change Order:

Directional median closure on Nautilus Street for the bypass limited semi-truck turn around movements to exit at the light at Nautilus Street and head east during construction. See attached drawing showing modifications.

Attachments:

Original Contract Price <u>\$15,864,242.68</u>	CHANGE IN CONTRACT TIMES: Original Contract Times: Substantial Completion: <u>March 30, 2021</u> Final Completion: <u>April 29, 2021</u> days or dates
Net Decrease from this Change Orders _____	Net changes from previous Change Orders <u>0</u> days
Contract Price prior to this Change Order <u>\$15,864,242.68</u>	Contract Time prior to this Change Order Substantial Completion: <u>March 30, 2020</u> Final Completion: <u>April 29, 2020</u> days or dates
Net Increase of this Change Order <u>\$49,255</u>	Net Increase of this Change Order <u>1</u> days
Contract Price with all approved Change Orders <u>\$15,913,467.68</u>	Contract Times with all approved Change Orders Substantial Completion: <u>March 31, 2020</u> Final Completion: <u>April 30, 2020</u> days or dates

RECOMMENDED:

By: _____
Engineer (Authorized Signature)
Date: _____

APPROVED

By: _____
(Authorized Signature)
Date: _____

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.



C.W. Roberts Contracting, Inc.

CGC1505785 / CUC1225175

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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

May 14, 2020

Proposal No.: PC20013CO1

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 - Nautilus CO1.

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
100	MOBILIZATION	1	LS	\$ 1,500.00	\$1,500.00
200	MOT	1	LS	\$ 1,500.00	\$1,500.00
300	TESTING	1	LS	\$ 1,100.00	\$1,100.00
400	SAWCUT ASPHALT	232	LF	\$ 3.25	\$754.00
500	SAWCUT CONCRETE	7	LF	\$ 4.75	\$33.25
600	REMOVE CURB	88	LF	\$ 13.00	\$1,144.00
700	REMOVE 18" RCP PIPE	22	LF	\$ 53.00	\$1,166.00
700	REMOVE 18" MES	1	EA	\$ 275.00	\$275.00
700	CONCRETE DEMO	32	SY	\$ 50.80	\$1,625.60
700	REMOVE INLET TO/CONVERT TO VALLEY INLET	1	EA	\$ 2,900.00	\$2,900.00
700	RELOCATE TYPE D INLET	1	EA	\$ 3,600.00	\$3,600.00
700	EXCAVATION	156	CY	\$ 19.50	\$3,042.00
700	6" LIMEROCK IN LIEU OF TYPE B	284	SY	\$ 12.00	\$3,408.00
700	TYPE F CURB	165	LF	\$ 30.15	\$4,974.75
700	OBG 9	236	SY	\$ 19.50	\$4,602.00
700	SP 12.5MM (2")	28	TN	\$ 181.20	\$5,073.60
700	FC 9.5MM	14	TN	\$ 126.05	\$1,764.70
700	CONCRETE SIDEWALK	23	SY	\$ 50.10	\$1,152.30
700	ADA RAMPS	1	EA	\$ 830.00	\$830.00
700	FINAL DRESS	184	SY	\$ 2.00	\$368.00
700	SOD	184	SY	\$ 1.95	\$358.80
700	18" RCP PIPE	45	LF	\$ 82.00	\$3,690.00
700	18" CONCRETE COLLAR	2	EA	\$ 1,486.00	\$2,972.00
700	18" RCP MES	1	EA	\$ 1,421.00	\$1,421.00

Total Quotation \$49,255.00

Notations:

1.) Quote does not include a new Type D Structure. We will relocate the existing structure.

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.

May 14, 2020

(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.

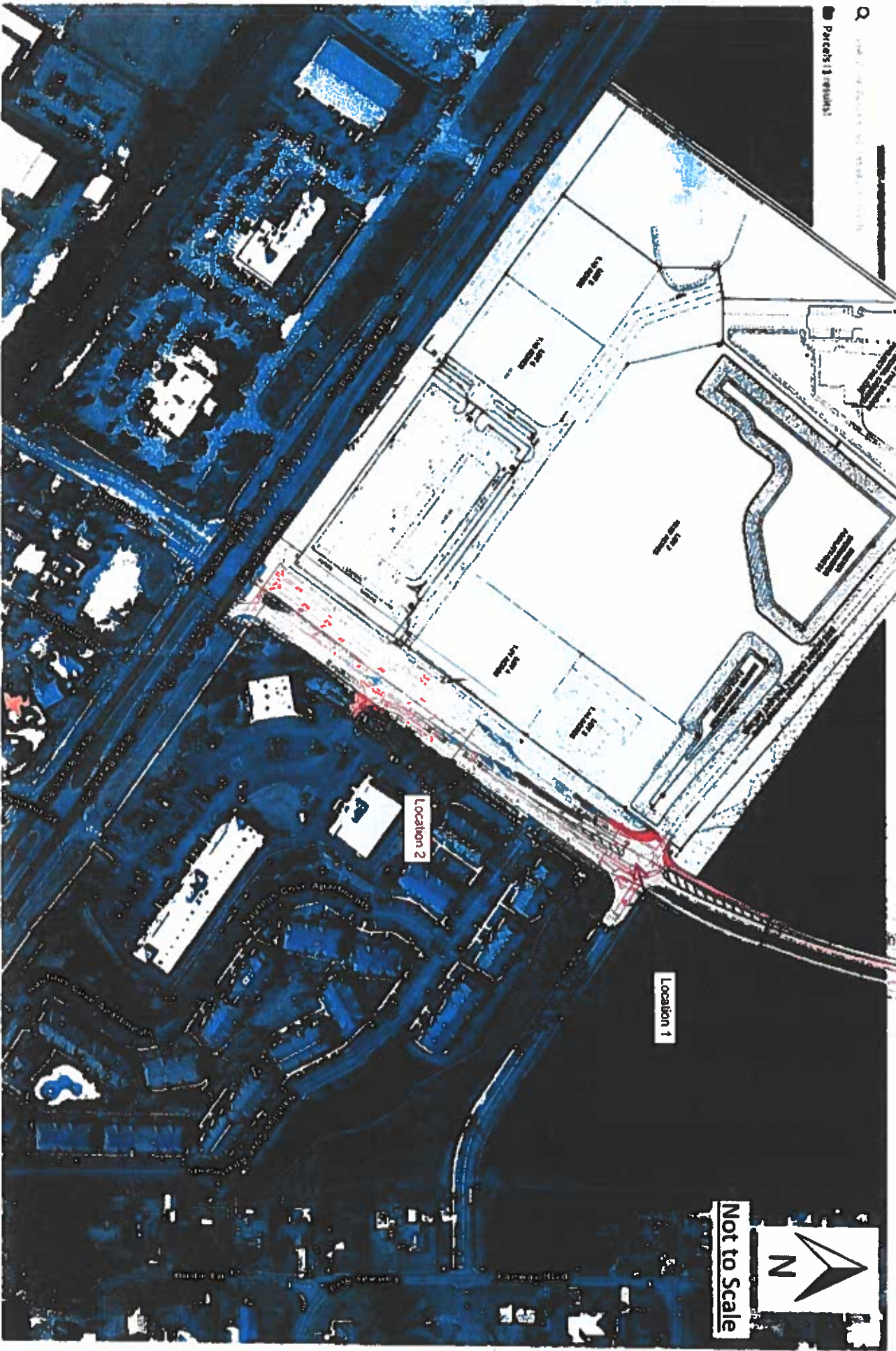
Unless a time for the performance of our work is specified, we shall undertake it in the course of our normal operating schedule. We shall not be liable for any failure to undertake or complete the work for causes beyond our control, including but not limited to fire, flood or other casualty, labor disputes 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.

Parcel 13 results



Location 2

Location 1

Not to Scale



