

RESOLUTION NO. 24-117

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING CHANGE ORDER #9 TO THE CITY'S AGREEMENT WITH CWR CONTRACTING, INC. FOR THE FRONT BEACH ROAD SEGMENT 3 PROJECT TO ADD \$30,366.01 AND EIGHT (8) DAYS FOR THE PERFORMANCE OF THE WORK.

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 #9 to the Agreement between the City and CWR Contracting, Inc. for the Front Beach Road Segment 3 Project to add Thirty Thousand Three Hundred Sixty-Six Dollars and One Cent (\$30,366.01) for the performance of additional work related to undergrounding electrical utilities and adding eight (8) days for performance of the work related to inclement weather, 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, APPROVED AND ADOPTED in regular session this 11th day of April, 2024.

CITY OF PANAMA CITY BEACH

By: 
Mark Sheldon, Mayor

ATTEST:


Lynne Fasone, City Clerk

CHANGE ORDER

No. 9

PROJECT	Front Beach Road CRA Segment 3		
DATE OF ISSUANCE	March 14, 2024	EFFECTIVE DATE	April 11, 2024
OWNER	City of Panama City Beach, Florida		
OWNER's Contract No	2018-01		
CONTRACTOR	CWR Contracting, Inc	ENGINEER	Dewberry Engineers

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

- Description:
- 1.) Directional bore FPL conduits in lieu of open trench at intersection of Santo Thomas Drive and Firenzo Avenue to minimize damage to driveways and extensive surface improvements within the public right of way See Attachment "A" for location associated with this Change Order.
 - 2.) Grant time for the effects of inclement weather between October 1, 2023 and February 29, 2024. A total of eight (8) contract days will be added to the total authorized contract time.

Reason for Change Order:

Avoid damage to extensive surface improvements within the public right of way per request of City staff. Grant contract time for effects of inclement weather in accordance with the construction contract.

Attachments:

	CHANGE IN CONTRACT TIME:
Original Contract Price	Original Contract Times: 560
\$28,003,403.41	Substantial Completion: November 24, 2022
	Final Completion: November 24, 2022
	days or dates
Net Changes from previous Change Orders	Net changes from previous Change Orders
\$2,142,503.56	495
	days
Contract Price prior to this Change Order	Contract Time prior to this Change Order
\$30,145,906.97	Substantial Completion: April 2, 2024
	Final Completion: May 2, 2024
	days or dates
Net Increase of this Change Order	Net Increase of this Change Order
\$30,366.01	8
	days
Contract Price with all approved Change Orders	Contract Times with all approved Change Orders
\$30,176,272.98	Substantial Completion: April 10, 2024
	Final Completion: May 10, 2024
	days or dates

RECOMMENDED:

By: Scott G. Passmore, PE
Professional Engineer, State of Florida, License No. 12456, Exp. 12/31/2024
 Engineer (Authorized Signature)

Date: _____

APPROVED

By: [Signature]
 (Authorized Signature)

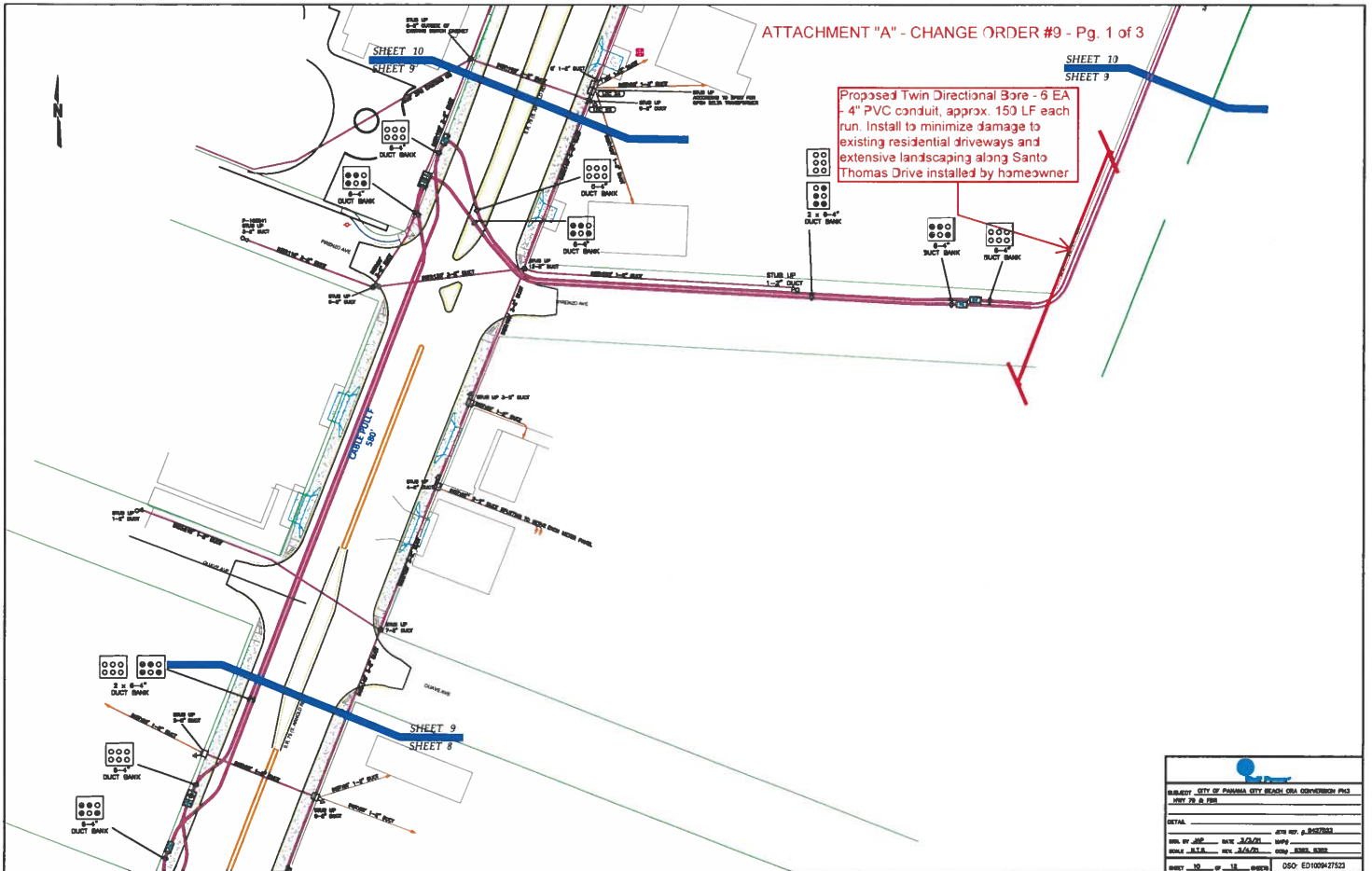
Date: 4-16-24

ACCEPTED

By: Jeremy S Powell
 Contractor (Authorized Signature)

Date: _____

Digitally signed by Jeremy S Powell
 Date: 2024.04.01 08:18:48 -0500



Proposed Twin Directional Bore - 6 EA - 4" PVC conduit, approx. 150 LF each run. Install to minimize damage to existing residential driveways and extensive landscaping along Santo Thomas Drive installed by homeowner

CITY OF PANAMA CITY BEACH ORA CONVERSION PWS			
SHEET 10 OF 15			
DETAIL			
DES. BY JWP	DATE 3/24/21	CAD. BY P. HENDERSON	APP. BY
SCALE 1/4" = 1'-0"	REV. 3/24/21	CONV. 3/24/21	DATE 3/24/21
SHEET 10 OF 15 SHEETS			DSG: ED1009427323



Proposed Change Directive

To: Scott Passmore
 Company: City of PCB
 From: Jim Haney
 Project: Front Beach Road Segment 3
 Date: 1/15/2024
 Revision:

Phone: 850-785-4675
 Fax: 850-769-7775

TOTAL CHANGE ORDER \$ 30,366.01

Item #	Description	Qty	Unit	Unit Price	Total
999-33	CD 38 - 12" Bores for San Thomas	1.00	LS	\$36,772.52	\$ 36,772.52
	Concrete Deduct	22.00	SY	\$ (81.77)	\$ (1,798.94)
	Sod Deduct	100.00	SY	\$ (2.20)	\$ (220.00)
	Open Trench Deduct	1.00	SH	\$ (4,387.57)	\$ (4,387.57)
					\$ 30,366.01

Notes: Bore across property on San Thomas

Contractor's proposed is less than Engineer's Estimate - Therefore, price proposed by Contractor is acceptable.

Digitally signed by Scott G. Passmore, PE
 DN: C=US, E=spassmore@corradino.com, O=The Corradino Group, OU=Assistant Program Manager, CN="Scott G. Passmore, PE"
 Location: Panama City Beach, Florida
 Reason: I am approving this document
 Contract Info: 561-512-0474
 Date: 2024.04.01 23:02:29-05'00'

Approved By: _____ City of PCB
 _____ C.W. Roberts Contracting

Date Approved: _____ 1/15/2024



BROADBAND TELE COMMUNICATIONS INC.

900 N. East Avenue, Panama City, FL 32401 (850) 785-2911

COMPANY: C.W. Roberts Contracting, Inc. DATE: 10/5/2023
 BILLING ADDRESS: _____ PHONE: 850-527-5940
 CONTACT NAME: James Haney EMAIL: jhaney@cwrcontracting.com
 PROJECT NAME: CRA Segment 3 - Santo Tomas St. FPL Bore
Panama City Beach, FL

WORK TO BE PERFORMED AND PRICE:

Directional Bore 6-4"	approx 150 LF	\$102.00 per ft	=	\$15,300.00
Directional Bore 6-4"	approx 150 LF	\$102.00 per ft	=	\$15,300.00
Mobilization	1	\$1,500.00 ea	=	\$1,500.00
TOTAL			=	\$32,100.00

Price Includes: 4" HDPE SDR 13.5
Disposal of Drilling Fluids
Standard MOT

SUBMITTED BY: John W. Davis President

ACCEPTED BY: _____ RETURN TO: jwdavis.btc@gmail.com

TERMS: *Quote is good for 30 days. Prices in effect for above project only. All invoices due within 30 days of the date invoice is sent. Any amount not paid within that time bears interest at the rate of 1.5% per month compounded monthly. BTC retains a lien on all product delivered until paid for. Should BTC resort to collections, contractor will pay all costs, including a reasonable attorney's fee incurred in enforcement of any invoice.*

Engineer's Estimate:

CO#9 Bore for Power at San Thomas				
Description	Quantity	Unit	Unit Price	Total
Directional Boring (6-4") (See We-Bore-It Quote)	300	LF	206.87	62,060.00
			10%	6,206.00
			Total	\$68,266.00

Independent price quote for this specialty work was obtained to validate and verify the City Prime Contractor's submitted price quotation.

I hereby certify that this independent estimate was obtained in good faith from an independent sub-contractor without disclosure of the Prime Contractor's quotation.

Scott G. Passmore, PE

Digitally signed by Scott G. Passmore, PE
 DN: C=US,
 E=spassmore@corradino.com, O=The
 Corradino Group, OU=Assistant Program
 Manager, CN="Scott G. Passmore, PE"
 Location: Panama City Beach, Florida
 Reason: I am approving this document
 Contact Info: 561-512-0474
 Date: 2024.04.01 22:49:41-05'00'

Scott G. Passmore, PE
 Assistant Program Manager
 The Corradino Group

Hello Yberis,

Thank you for contacting We-Bore-It about your project. This document contains a good-faith quote (estimate/price) based on the information you provided. Please be advised that we are making the following assumptions about your project. If the assumptions listed below are inaccurate, the price may need to be adjusted slightly. Should that be the case, your project coordinator will consult with you.

Scope of Work:

(2) directional boring runs of 150 feet each as part of an electrical installation.

Provide and place 6-4" rolled HDPE conduits with pull tape within all footage.

Bore path is as seen in the image included within this estimate.

Scope of work does not include the removal or replacement of any hard surface (asphalt and/or concrete) that may be needed to pothole existing utilities, to set up equipment, or to install the conduit safely.

The project is to be completed in Panama City Beach, Florida.

Project Assumptions: We are making the following assumptions regarding the information you have provided about your project. Unless otherwise specified and acknowledged by We-Bore-It, the following will not be provided and are the Customer's responsibility.

1. We assume this quote is not for a union / prevailing wage project. We-Bore-It does not provide union labor or accept work with prevailing wage requirements.
2. We assume there are no utilities to be crossed under the pavement, so no open cut or restoration to the pavement will be required to complete this bore.
3. We assume that any permit fees or engineering "if needed" will be paid for by the Customer.
4. We assume we will only install the pipe or conduit and not pull any wiring and/or cabling.
5. We assume that we will not be making any connections to facilities.
6. We will be providing the pipe/conduit.

7. We assume you will not require us to provide special restoration services in the areas where the crew will be working (backfill and tamp existing ground materials are standard).
8. We assume that bored or trenched areas do not contain excessive rock obstructions, concrete obstructions, previous landfills, or solid rock. (The area is not expected to have excessive rock, concrete, or previous landfill obstructions requiring specialized equipment to cut through obstructions. However, if it is determined by We-Bore-It and the Customer that rock cutting is required, an additional "adder" will be required to complete the job. Any such additional cost is not included in this quoted price presented today and is only being provided to ensure complete transparency to the client.)
9. We assume we will not be responsible for locating or damage that may occur to any private facilities that are not marked or exposed before arriving and or digging. If private utilities are present within our work area, please hire the appropriate utility marking companies and have all facilities located and marked before our arrival.
10. We will provide a Final Quote, commonly called the Final Quote and Acceptance (FQA), after site survey details have been reviewed and the scope of work verified.

Miscellaneous Notes: GFQ estimate only; the final price may change based upon any variance in the scope of work, including but not limited to footage, pipe material, depth, and/or ground conditions. Price does not include removing or restoring any asphalt and/or concrete required to safely install the pipe unless noted in the above scope of work. Estimate subject to requote after 30 days.

Quote Terms: For all our projects an upfront deposit is required to secure your scheduling date and acquire the necessary materials. Final payment is due upon project completion and delivery of the agreed-upon services or products unless both parties have explicitly approved an alternative agreement.

Unless otherwise agreed, you, the customer, are responsible for the private locating of non-public utilities, underground assets, or obstructions. This includes but is not limited to private water lines, gas lines, electric lines, communication lines, and other non-public utilities. Failure to identify and locate these assets before project commencement may result in delays, additional costs, or asset damage, for which we cannot be held responsible.

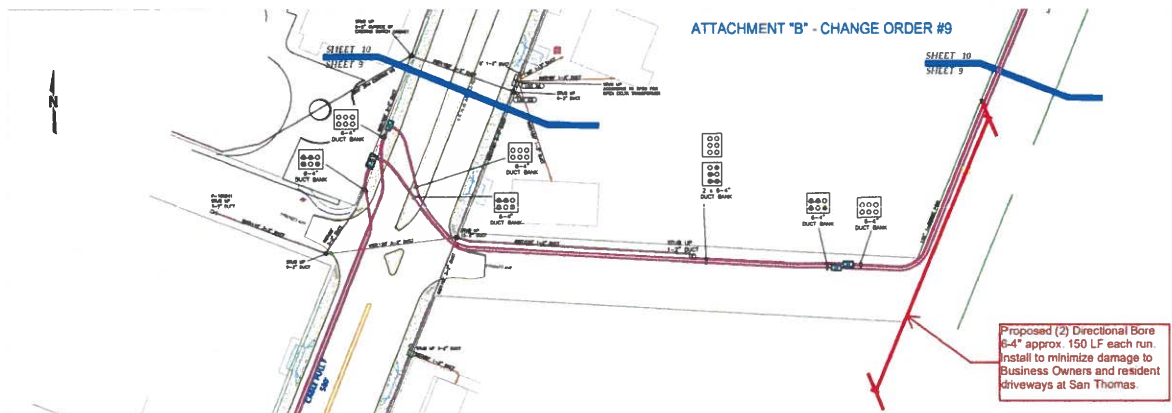
Your good faith quote: **\$62,060.00**

Our payment structure and policies are designed for efficient planning, resource allocation, quality service, and seamless project execution while clarifying your financial commitments. We welcome questions or concerns about these terms, aiming for shared understanding and satisfaction.

If the quoted price is agreeable, please reply to this email to schedule a site survey and set a project start date. Following the survey, you will receive a final quote detailing all project line items (labor, equipment, material, etc.) that constitute your quoted price. We look forward to being of service.

Thank you,

Brian Hege
We-Bore-It, Senior Sales and Project Coordinator
bhege@we-bore-it.com
815-669-4780 (Direct)
(800) 864-8857 Ext 503





City of
Panama City Beach

PCB City Hall
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PCB, FL. 32413
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www.pcbgov.com

March 18, 2024

Mr. James T. Haney, Senior Project Manager
CWR Contracting, Inc.
4116 Highway 231 North
Panama City, FL 32404

**RE: Adjustment to Contract Time for the Effects of Inclement Weather
Front Beach Road CRA Segment 3
City Project 2018-01**

Dear Jim:

The daily reports documenting the effects of inclement weather have been evaluated for the period beginning **October 1, 2023, through February 29, 2024**. Weather impacts that incurred prior to October 1, were resolved via the issuance of contract time extension for all concurrent delays as part of Change Order #8 issued on October 26, 2023.

It has been determined on (8) calendar day(s) meet the criteria established by the contract for granting additional contract time due to the effects of inclement weather for the referenced period.

The day(s) granted are as follows:

10/11/2023, 11/14/2023, 11/15/2023, 11/21/2023, 1/03/2024, 1/09/2024, 1/10/2024, 2/12/2024

It has been determined that **eight (8) contract day(s)** will be added to the total authorized contract time.

Your company has ten (10) days from receipt of this notice to appeal the number of days granted herein. Any such appeal must be accompanied by all available specific facts that support your position. Failure to make an appeal or to provide the specific facts supporting your positions within ten (10) days from receipt of this notice shall constitute a waiver of any rights to appeal the City's decision at a later date.

Sincerely,

(signed)

Yberis Sosa
Assistant Project Manager
The Corradino Group, Inc

cc: Courtney Drummond, PE, CRA Manager, The Corradino Group, Inc.
Scott Passmore, PE, Assistant Program Manager, The Corradino Group, Inc.
Joseph Pace, Public Works Field Inspector, City of Panama City Beach

Mayor
Mark Sheldon

Vice Mayor
Paul Casto

Ward 2
Phil Chester

Ward 3
Mary Coburn

Ward 4
Michael Jarman

City Manager
Drew Whitman