

APPROVED AS TO FORM


Office of the City Attorney

Prepared By: CWE
Requested: Projects Committee
Presentation on: 9/25/18
Suspension of Rules: No

RESOLUTION

RESOLUTION AUTHORIZING CHANGE ORDER NO. 2 FOR
DISASTER RECOVERY STREETS RECONSTRUCTION PHASE II
(A17-0662)
(2017.063.001)

WHEREAS, heretofore, as a result of competitive bidding or as otherwise authorized by the Alabama Competitive Bid Law, Ala. Code §41-16-50, et seq. (1975) and/or Ala. Code §39-2-1, et seq. (1975), the City of Tuscaloosa awarded a contract for the above-referenced project to REV Construction, Inc., (Contractor's Name); and,

WHEREAS, it has been determined that a change order to the above-referenced contract is necessary for the following reasons:

This is a unit price reconciliation. The difference in the bid quantities and the installed quantities as shown on the attached unit price schedule. These differences are due to some slight over runs or under runs of some bid quantities, and/or additional work requested by the owner. The time extension is the result of adding 20th Street to the scope of the project.

as set forth in the C.O. and accompanying documents); and,

WHEREAS, the Architect, the Engineer for the project, or the City's representative, as the case may be, have/has certified to the Council as per the attached change order request, that said change order is: (Mark applicable category)

- a. Minor change of a total monetary value less than required for competitive bidding.
- b. Changes for matters relatively minor and incidental to the original contract necessitated by unforeseeable circumstances arising during the course of work.
- c. Emergency arising during the course of work.
- d. Change or alternates provided for in the original bidding where there is no difference in price of the Change Order from the original best bid on the Alternate.
- e. Change of relatively minor terms not contemplated when the plans and specifications were prepared and the project was bid, and which are in the public interest and do not exceed ten (10) percent of the Contract Price.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF TUSCALOOSA as follows:

1. That the Mayor be, and he is hereby, authorized to execute that certain change order now before the Council for the above stated project in the deductive amount of \$58,086.05 (Change Order Cost), time 60 (Calendar day extension of time), and for the reasons so stated, by and as an act for and on behalf of the City of Tuscaloosa, and the City Clerk is authorized to attest the same.

2. That the Architect or Engineer or Owner's representative, as the case may be, shall implement this change order and properly document the same pursuant to all applicable contract documents.

FUNDING REQUIRED: Yes No

By: _____
Finance Director

COUNCIL ACTION

Resolution _____ ✓
Ordinance _____
Introduced _____
Passed 9-25-18
2nd Reading _____
Unanimous _____
Failed _____
Tabled _____
Amended _____
Comments: _____

CONTRACT CHANGE ORDER NO. 2

City of Tuscaloosa, Office of the City Attorney

DATE: 8/31/2018 PROJECT: A17-0662 – Disaster Recovery Streets Reconstruction – Phase II

ENGINEERING PROJECT NO.: 2017.063.001

TO: REV Construction, Inc.
(Contractor)

TERMS: You are hereby authorized, subject to the provisions of your Contract for this Project, to make the following changes thereto in accordance with the attached Change Order Request and supporting documents and to:

FURNISH the necessary labor, materials and equipment to:
This is a unit price reconciliation. The difference in the bid quantities and the installed quantities as shown on the attached unit price schedule. These differences are due to some slight over runs or under runs of some bid quantities, and/or additional work requested by the owner. The time extension is the result of adding 20th Street to the scope of the project.

TOTAL ADDITION OR REDUCTION TO CONTRACT PRICE:

(Note: Numbers in parentheses are deductions).

ORIGINAL CONTRACT PRICE	\$	1,987,964.30
LESS CONTINGENCY/ALLOWANCE	\$	0
NET ORIGINAL CONTRACT PRICE	\$	1,987,964.30
Net total of previous Change Orders	\$	0
Previous revised Contract Price	\$	1,987,964.30
This Change Order No. <u>2</u> <input type="checkbox"/> Add <input checked="" type="checkbox"/> Deduct	\$	(58,086.05)
Revised Contract Price this date	\$	1,929,878.25

Extension of time resulting from this Change Order 60 days (Indicate number of calendar days).

The amount of this Change Order will be the responsibility of Owner

This Contract Modification constitutes full and mutual accord and satisfaction for all time and all cost related to this change. By acceptance of this Contract Modification, the Contractor hereby agrees that the modification represents an equitable adjustment to the Contract, and further, agrees to waive all right to file any further claims or changes arising out of or as a result of this change, or the accumulation of executed Contract Modifications on this Contract.

The Contractor and Owner(s) hereby agree to the terms of this Change Order as contained herein.


CONSENT OF SURETY

Travelers Casualty and Surety Company of America
(Company)

By: 
Julie Tubbs, Attorney-in-Fact


By: 
BURK-KLEINPETER, FNC.
(Design Engineer or Architect)

CONTRACTING PARTIES


(Contractor)

By: _____
(Authorized Representative)

CITY OF TUSCALOOSA

By: 
(Mayor)



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **JULIE TUBBS** of Tuscaloosa Alabama, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law. **IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut
City of Hartford ss.

By:
Robert L. Raney, Señor Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Marie C Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 31st day of August, 2018



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

CITY OF TUSCALOOSA
OFFICE OF THE CITY ATTORNEY

**CHANGE
ORDER
REQUEST**

OWNER: CITY OF TUSCALOOSA

ARCHITECT/ENGINEER: Burk-Kleinpeter, Inc.

CONTRACTOR: REV Construction, Inc.

PROJECT: Disaster Recovery Streets Reconstruction Phase II

FILE NO.: A17-0662 ENGINEERING PROJECT NO.: 2017.063.001

CHANGE ORDER REQUEST NO. 2 DATE: 8/31/2018

1. DESCRIPTION OF CHANGE:

This is a unit price reconciliation. The difference in the bid quantities and the installed quantities as shown on the attached unit price schedule. These differences are due to some slight over runs or under runs of some bid quantities, and/or additional work requested by the owner. The time extension is the result of adding 20th Street to the scope of the project.

2. CHANGE ORDER COSTS: \$ (58,086.05)

Proposal Attached See Attached Cost Estimated/Proposal Required

<i>Item</i>	<i>Quantity</i>	<i>Material Unit Price</i>	<i>Labor (Hours)</i>	<i>Labor Unit Price</i>	<i>Sub-Total Cost</i>
a.					
b.					
c.					
d.					
e.					
f.*					
TOTAL:					

*If more than 6 items, provide attachments.

3. INSTITUTED BY: The Owner

4. JUSTIFICATION OF NEED: Project close out

5. JUSTIFICATION OF CHANGE ORDER VERSUS COMPETITIVE BIDDING: N/A

6. COSTS REVIEW: N/A

7. THIS CHANGE ORDER IS SUBMITTED FOR REVIEW AND APPROVAL AND IS CLASSIFIED AS THE FOLLOWING TYPE:

- Minor change of a total monetary value less than required for competitive bidding.
- Changes for matters relatively minor and incidental to the original contract necessitated by unforeseeable circumstances arising during the course of work.
- Emergencies arising during the course of work.
- Change or alternates provided for in the original bidding where there is no difference in price of the Change Order from the original best bid on the Alternate.
- Change of relatively minor terms not contemplated when the plans and specifications were prepared and the Project was bid and which are in the public interest and do not exceed 10% of the Contract Price.

8. EXTENSION OF TIME REQUESTED: Calendar Days: 60

RECOMMENDED:

APPROVED:

BY:  BK1
Tuscaloosa's Consulting Engineer/Architect

BY: 
Contractor

BY: 
City Representative

BY: _____
Owner's Legal Advisor

BY: _____
Owner's Authorized Representative

RECONCILIATION OF UNIT PRICES

DR Streets Reconstruction Phase II TUSCALOOSA PROJECT #: 2017.063.001		CITY OF		BID QUANTITY AND ESTIMATED COST (REV Construction, Inc.)		IN- PLACE QTY	RECONCILED QUANTITY & COST	
ITEM NO.	BUDGET QTY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST	QTY	QTY	COST
1	1.00	LS	Mobilization and Demobilization	\$ 55,000.00	\$ 55,000.00	1.00	0.00	\$ -
2	1.00	LS	Demolition, Clearing and Grubbing	\$ 8,000.00	\$ 8,000.00	1.00	0.00	\$ -
3	600.00	CY	Unclassified Excavation	\$ 12.00	\$ 7,200.00	62.00	538.00	\$ 6,456.00
4	34.00	EA	Remove Existing Sanitary Structure	\$ 500.00	\$ 17,000.00	33.00	1.00	\$ 500.00
5	10.00	EA	Remove Existing Sanitary Cone, Ring and Cover	\$ 500.00	\$ 5,000.00	14.00	(4.00)	\$ (2,000.00)
6	2092.00	LF	Remove Existing Curb & Gutter, Valley Gutter & Valley Curb	\$ 4.00	\$ 8,368.00	3634.00	(1542.00)	\$ (6,168.00)
7	1581.00	SY	Remove Existing Concrete Paving	\$ 8.00	\$ 12,648.00	1004.86	576.14	\$ 4,609.12
8	131.00	LF	Remove Existing Storm Pipe	\$ 7.00	\$ 917.00	80.00	51.00	\$ 357.00
9	29938.00	SY	Existing Pavement Milling (Approx. 0.00" to 2.0" Thick)	\$ 2.30	\$ 68,857.40	37113.00	(7175.00)	\$ (16,502.50)
10	4400.00	SY	Bituminous Treatment A	\$ 0.80	\$ 3,520.00	0.00	4400.00	\$ 3,520.00
11	2994.00	GAL	Tack Coat	\$ 3.55	\$ 10,628.70	3410.50	(416.50)	\$ (1,478.58)
12A	54.00	EA	Manhole Riser Ring (Riser Ring Method)	\$ 350.00	\$ 18,900.00	27.00	27.00	\$ 9,450.00
12B	47.00	EA	Valve Risers	\$ 60.00	\$ 2,820.00	18.00	29.00	\$ 1,740.00
13	2477.00	TON	Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aaareate Size Mix ESAL Ranae C/D	\$ 88.00	\$ 217,976.00	2912.16	(435.16)	\$ (38,294.08)
14	495.00	TON	Superpave Bituminous Concrete Wearing Surface Layer, Leveling, 1/2" Maximum Aaareate Size Mix. ESAL Ranae CID	\$ 88.00	\$ 43,560.00	161.64	333.36	\$ 29,335.68
15	1323.00	TON	Superpave Bituminous Concrete Upper Binder Layer, Patching 1" Maximum Aaareate Size Mix. ESAL Ranae C/D	\$ 112.00	\$ 148,176.00	823.28	499.72	\$ 55,968.64
16	974.00	TON	Superpave Bituminous Concrete Upper Binder Layer, Utility Trench Patchlno 1" Maximum Aaareate Size Mix ESAL Ranae CID	\$ 115.00	\$ 112,010.00	1009.94	(35.94)	\$ (4,133.10)
17	105.00	TON	Aqqreqate Surfacing (1" Crusher Run)	\$ 38.00	\$ 3,990.00	8.56	96.44	\$ 3,664.72
18	4018.00	LF	Type C Combination Curb & Gutter (2' Width) (w/ Stone)	\$ 30.00	\$ 120,540.00	2535.00	1483.00	\$ 44,490.00
19	7.00	LF	Type C Combination Curb & Gutter (2.5' Width) (w/ Stone)	\$ 95.00	\$ 665.00	79.00	(72.00)	\$ (6,840.00)
20	1129.00	LF	2' Valley Curb (w/ Stone)	\$ 27.00	\$ 30,483.00	1921.00	(792.00)	\$ (21,384.00)
21	204.00	LF	4' Valley Gutter (w/ Stone)	\$ 70.00	\$ 14,280.00	156.00	48.00	\$ 3,360.00
22	10.00	SY	Concrete Sidewalk (4" Thick w/ Stone)	\$ 85.00	\$ 850.00	1.78	8.22	\$ 698.70
23	10.00	SY	Concrete Driveway (6" Thick w/ Stone)	\$ 100.00	\$ 1,000.00	68.86	(58.86)	\$ (5,886.00)
24	10.00	LF	6" PVC Pipe, SOR 26, Sanitary Sewer	\$ 105.00	\$ 1,050.00	6.00	4.00	\$ 420.00
25	5447.00	LF	8" PVC Pipe, SDR 26, Sanitary Sewer	\$ 110.00	\$ 599,170.00	6769.00	(1322.00)	\$ (145,420.00)
26	126.00	EA	8" X 4" Sanitary Sewer Wyes	\$ 175.00	\$ 22,050.00	141.00	(15.00)	\$ (2,625.00)
27	126.00	EA	Sanitary Sewer Cleanout w/ Required 4" X 4" Wyes	\$ 180.00	\$ 22,680.00	158.00	(32.00)	\$ (5,760.00)
28	2834.00	LF	4" Sanitary Sewer Lateral	\$ 35.00	\$ 99,190.00	2287.70	546.30	\$ 19,120.50
29	234.00	VF	48" Diameter Standard Precast Manhole	\$ 410.00	\$ 95,940.00	273.50	(39.50)	\$ (16,195.00)
30	5.00	VF	84" Diameter Standard Precast Manhole	\$ 1,800.00	\$ 9,000.00	0.00	5.00	\$ 9,000.00
31	10.00	EA	Replace Existing Cone, Ring & Cover	\$ 925.00	\$ 9,250.00	4.00	6.00	\$ 5,550.00
32	1.00	LS	Bypass Pumping	\$ 10,000.00	\$ 10,000.00	1.00	0.00	\$ -
33	126.00	EA	Video Camera Lateral Inspection	\$ 100.00	\$ 12,600.00	0.00	126.00	\$ 12,600.00
34	56.00	LF	18" R.C. Pipe, Class III	\$ 55.00	\$ 3,080.00	104.00	(48.00)	\$ (2,640.00)
35	35.00	LF	24" R.C. Pipe, Class III	\$ 65.00	\$ 2,275.00	35.00	0.00	\$ -
36	37.00	LF	36 1/4" X 22 1/2" R.C. Arch Pipe, Class III	\$ 93.00	\$ 3,441.00	0.00	37.00	\$ 3,441.00
37	2.00	EA	Inlet Top w/ Ring & Cover	\$ 450.00	\$ 900.00	2.00	0.00	\$ -
38	1.00	EA	Junction Box	\$ 3,300.00	\$ 3,300.00	0.00	1.00	\$ 3,300.00
39	4.00	EA	S-Inlet (1 Wing)	\$ 4,500.00	\$ 18,000.00	2.00	2.00	\$ 9,000.00

RECONCILIATION OF UNIT PRICES

DR Streets Reconstruction Phase II TUSCALOOSA PROJECT #: 2017.063.001			CITY OF	BID QUANTITY AND ESTIMATED COST (REV Construction, Inc.)		IN- PLACE QTY	RECONCILED QUANTITY & COST	
ITEM NO.	BUDGET QTY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST	QTY	QTY	COST
40	2.00	EA	S-Inlet (2 Wing)	\$ 4,700.00	\$ 9,400.00	1.00	1.00	\$ 4,700.00
41	2.00	EA	Grate Inlet	\$ 3,000.00	\$ 6,000.00	0.00	2.00	\$ 6,000.00
42	1.00	EA	Yard Inlet	\$ 2,900.00	\$ 2,900.00	1.00	0.00	\$ -
43	20.00	SY	Concrete Slope Paving, 6" Thick	\$ 98.00	\$ 1,960.00	0.00	20.00	\$ 1,960.00
44	1.00	EA	15" Slope Paved Headwall	\$ 1,400.00	\$ 1,400.00	0.00	1.00	\$ 1,400.00
45	1.00	EA	18" Precast Slope Paved Headwall	\$ 1,500.00	\$ 1,500.00	0.20	0.80	\$ 1,200.00
46	1.00	ILS	Traffic Control	\$ 10,000.00	\$ 10,000.00	1.00	0.00	\$ -
47	180.00	LF	Solid White, Class 2, Type A Traffic Stripe (5" Wide)	\$ 1.10	\$ 198.00	168.00	12.00	\$ 13.20
48	165.00	LF	Broken White, Class 2, Type A Traffic Stripe (5" Wide)	\$ 1.10	\$ 181.50	160.00	5.00	\$ 5.50
49	5684.00	LF	Solid Yellow, Class 2, Type A Traffic Stripe (5" Wide)	\$ 0.90	\$ 5,115.60	6117.60	(433.60)	\$ (390.24)
50	611.00	SF	Solid White Traffic Control Markings, Class 2, Type A	\$ 6.60	\$ 4,032.60	881.00	(270.00)	\$ (1,782.00)
51	1.00	EA	Stop Signs	\$ 275.00	\$ 275.00	0.00	1.00	\$ 275.00
52	900.00	LF	Slit Fence, Type A	\$ 4.00	\$ 3,600.00	0.00	900.00	\$ 3,600.00
53	288.00	LF	Sediment Control Logs	\$ 5.00	\$ 1,440.00	0.00	288.00	\$ 1,440.00
54	428.00	CY	Topsoil (6" Thick)	\$ 20.00	\$ 8,560.00	0.00	428.00	\$ 8,560.00
55	1.00	ACRE	Seeding	\$ 1,500.00	\$ 1,500.00	0.30	0.70	\$ 1,050.00
56	1.00	ACRE	Mulching	\$ 1,400.00	\$ 1,400.00	0.30	0.70	\$ 980.00
57	1685.00	SY	Solid Sodding	\$ 8.00	\$ 13,480.00	1059.00	626.00	\$ 5,008.00
58	600.00	TON	ALDOT No. 57 Stone (Only as Directed by the Owner's Representative)	\$ 30.00	\$ 18,000.00	212.50	387.50	\$ 11,625.00
59	2038.00	CY	Utility Trench Foundation Material (ALDOT No. 57 Stone) (Only as Directed by the Owner's Representative)	\$ 25.00	\$ 50,950.00	0.00	2038.00	\$ 50,950.00
60	3057.00	SY	Geotextile Separation Fabric (Only as Directed by the Owner's Representative)	\$ 4.50	\$ 13,756.50	0.00	3057.00	\$ 13,756.50
61	1.00	LS	Construction Staking	\$ 8,000.00	\$ 8,000.00	1.00	0.00	\$ -
62		LF	Temporary Striping	\$ 0.32	\$ -	9593.80	(9593.80)	\$ (3,070.02)
63		SY	Temporary Traffic Control Markings	\$ 3.00	\$ -	150.00	(150.00)	\$ (450.00)
TOTAL DEDUCTIVE CHANGE ORDER #2								\$ 58,086.05