



HISTORIC  
FRANKLIN  
TENNESSEE

ITEM #6  
CIC  
07-11-13

## MEMORANDUM

July 11, 2013

**TO:** Board of Mayor and Aldermen

**FROM:** Eric Stuckey, City Administrator  
David Parker, City Engineer/CIP Executive  
Paul Hoizen, Director of Engineering  
William Banks, Staff Engineer

**SUBJECT:** Consideration of Change Order No. 1 to the Construction Contract for the Hillsboro Road Improvements Project, SR96W to Independence Square (COF Contract No. 2012-0110, Resolution 2012-67)

### Purpose

The purpose of this memorandum is to provide the Board of Mayor and Aldermen (BOMA) with information to consider Change Order No. 1 to the Construction Contract with Civil Constructors, Inc. for the Hillsboro Road Improvements Project, SR96W to Independence Square (COF Contract No. 2012-0110, Resolution 2012-67).

### Background

The construction contract for the Hillsboro Road Improvements Project, SR-96W to Independence Square, was awarded by BOMA to Civil Constructors, Inc. on December 11, 2012, for \$12,124,758.73. The construction Notice to Proceed stated the authorized 455 consecutive calendar work days began on February 11, 2013, and will end on May 12, 2014. Change Order #1 includes the following:

1. Once excavation started on the new storm drain system, it was discovered that the existing sub-grade materials consisted of large boulders unsuitable to be utilized for backfill material. To obtain the proper stabilization of the new roadway it was determined to use the, 203-02.03 Borrow Excavation (Filter Stone), item.
2. Prior to the contractor beginning construction of the new MTEMC conduit system, a review of the proposed plan with MTEMC revealed that the 2 @ 4" conduits were not shown to be encased in concrete as required by the utility specifications. In order to meet MTEMC spec's this will require adding two additional pay items to the contract; 790-42.50 - Concrete encasement of 2-4" Conduit, per Linear Foot of trench and 790-42.51 - Concrete encasement of 2 @ 4" Conduit installed with 4 @ 6" Ductbank, per Linear Foot of trench.

There is no extension of time associated with this change. Monies to accomplish this change will not be taken from the contingency line item. See attached Exhibit A for the Change Order #1 documentation.

### Financial Impact

Change Order No. 1 to the construction contract (COF Contract No. 2012-0110) with Civil Constructors, Inc. will be a cost increase of \$184,993.74. New contract price becomes \$12,309,752.47 (\$12,124,758.73 plus Change Order #1 of \$184,993.74).

### Recommendation

Approval of Change Order No. 1 to the construction contract (COF Contract No. 2012-0110) with Civil Constructors, Inc. in the amount of \$184,993.74 is recommended.

**Request for Construction Change  
Change Order No. 1**

EXHIBIT A  
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City of Franklin  
Engineering Office  
109 Third Avenue South  
Franklin, TN 37064

Contract No. 2012-0110  
Project Hillsboro Road Improvements  
(SR 106, US-431) From New Hwy 96  
West to Independence Square

Whereas, we Civil Constructors, Inc. entered into an contract with the CITY OF FRANKLIN, on December 11, 2012, for the construction by said Contractor of the above designated contract; and Whereas, certain items of construction encountered are not covered by the original contract, we desire to submit the following additional items of construction to be performed by the Contractor and paid by the City at the prices scheduled therefore below:

**Reason for Change Order:**

1. Once excavation started on the new storm drain system it was discovered that the existing sub-grade materials consisted of large boulders unsuitable to be utilized for backfill material. Therefore in order to obtain the proper stabilization of the new roadway it was determined to use the, 203-02.03 Borrow Excavation (Filter Stone), item.
2. Prior to the contractor beginning construction of the new MTEMC conduit system, a review of the proposed plan with MTEMC revealed that the 2 @ 4" conduits were not shown to be encased in concrete as required by the utility specifications. In order to meet MTEMC spec's this will require adding two additional pay items to the contract;  
790-42.50 - Concrete encasement of 2-4" Conduit, per Linear Foot of trench  
790-42.51 - Concrete encasement of 2 @ 4" Conduit installed with 4 @ 6" Ductbank, per Linear Foot of trench.
3. There is no extension of time associated with this change.
4. Monies to accomplish this change will not be taken from the contingency monies.

**Attachments (List documents supporting change):**

Proposal from Civil Constructors, Inc. for this work.

Item No.	Description of Work	Unit	Estimate Quantity	Unit Price	Amount
203-02.03	Borrow Excavation (Filter Stone)	Ton	5,270	\$18.40	\$96,968.00
790-42.50	Concrete encasement of 2-4" Conduit	L.F.	2,507	\$21.28	\$53,348.96
790-42.51	Concrete encasement of 2 @ 4" Conduit installed with 4 @ 6" Ductbank	L.F.	1,546	\$22.43	\$34,676.78
<b>TOTAL</b>					<b>\$184,993.74</b>

CHANGE IN CONTRACT PRICE:	
Original Contract Price	\$12,124,758.73
Net Increase (Decrease) from previous Change Orders	\$0.00
Contract Price prior to this Change Order:	\$12,124,758.73
Net increase (decrease) of this Change Order:	\$184,993.74
Contract Price with all approved Change Orders:	\$12,309,752.47

CHANGE IN CONTRACT TIMES:	
Original Contract Times:	
Substantial Completion:	*****
Ready for final payment:	(455 days)
Net change from previous Change Orders No. 0 to 0 to:	
Substantial Completion:	*****
Ready for final payment:	0 calendar days
Contract Times prior to this Change Order:	
Substantial Completion:	*****
Ready for final payment:	(455 days)
Net increase (decrease) this Change Order:	
Substantial Completion:	*****
Ready for final payment:	0 calendar days
Contract Times with all approved Change Orders:	
Substantial Completion:	*****
Ready for final payment:	(455 days)

Now, Therefore, We, **Civil Constructors, Inc.**, hereby agree to this Supplemental Agreement consisting of the above mentioned items and prices, and agree that this Supplemental Agreement is hereby made a part of the original contract and will be performed by this Contractor in accordance with specifications thereof, and that the original contract remain in full force and effect, except in so far as specifically modified by this supplemental Agreement.

RECOMMENDED FOR APPROVAL BY:

By: [Signature] (G.S.P.) ENGINEER      By: [Signature] CITY PROJECT MANAGER      By: [Signature] DIRECTOR OF ENGINEERING

Date: 6-17-13      Date: 07-01-13      Date: 7-1-13

ACCEPTED

By: [Signature] CONTRACTOR (Authorized Signature)  
Date: 6-18-13

Federal Insurance Company  
By: [Signature] Surety (Authorized Signature)  
Date: 6/25/13  
Billie Jo Sanders  
Attorney in Fact

APPROVED:

By: \_\_\_\_\_ OWNER (Authorized Signature)  
Date: \_\_\_\_\_



Chubb  
Surety

POWER  
OF  
ATTORNEY

Federal Insurance Company  
Vigilant Insurance Company  
Pacific Indemnity Company

Attn: Surety Department  
15 Mountain View Road  
Warren, NJ 07059

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint David J. Durden, Renee Ellis, Thomas J. Gentile, Billie Jo Sanders and Paul B. Scott, Jr. of Montgomery, Alabama ----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 19th day of September, 2011.

*Kenneth C. Wendel*  
Kenneth C. Wendel, Assistant Secretary

*David B. Norris, Jr.*  
David B. Norris, Jr., Vice President

STATE OF NEW JERSEY  
County of Somerset ss.

On this 19th day of September, 2011 before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR  
NOTARY PUBLIC OF NEW JERSEY  
No. 2316685  
Commission Expires July 14, 2014

*Katherine J. Adelaar*  
Notary Public

CERTIFICATION

Extract from the By-Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, 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 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 upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By-Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this 25th day of June, 2013



*Kenneth C. Wendel*  
Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

EXHIBIT A  
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