



HISTORIC  
FRANKLIN  
TENNESSEE

ITEM #44  
BOMA  
01/14/14

# MEMORANDUM

December 12, 2013

**TO:** Board of Mayor and Aldermen

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

**SUBJECT:** **Consideration of Change Order No. 2 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. 2 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 was approved on July 23, 2013, which included material line item increases.

Reasons for Change Order No. 2:

1. Time extension due to the following issues: By request of the City, Civil Constructors Inc., was requested to allow the contractor from the 3<sup>rd</sup> Ave construction project, The Parkes Companies, access onto the Hillsboro Road project for the purpose of installing new sanitary sewer in conjunction with their project. This work was required to be in place prior to construction of the new bridge on 3<sup>rd</sup> Ave. This work was in the area of the proposed retaining wall #1 on the Hillsboro project. Civil Constructors was already in the process of excavating for the retaining wall with the 2 lanes of traffic shifted to the east side of roadway. When the sewer work began, on April 16<sup>th</sup> 2013, the traffic had to be shifted to the west constricting the work zone for the Wall #1 excavation, severely delaying progress of retaining wall #1. The importance of the wall #1 construction to the Hillsboro Road project is the fact that it was a controlling item of work for project completion, the wall had to be built so the construction of the proposed underground utilities could begin and road work to follow that. The Parkes Companies finished the sewer work and the traffic shift was removed on June 18<sup>th</sup> 2013, a total of 64 days. In addition to this delay, during construction of the AT&T duct bank it was discovered that the required number of existing conduits to complete the work were not in place at the Hillsboro Rd./Del Rio Pike intersection. This resulted in exploratory and new work in order to provide adequate conduits for AT&T to complete their new line installation. It is agreed due to the unforeseen delays described herein, to extend the number of calendar days allowed to complete this project by a total of 56 days from 455 to 519 days. This time extension changes the date of completion of all work, from May 12, 2014 to **July 7, 2014**.



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## MEMORANDUM

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2. Additional traffic control required due to the extension of calendar days on the project. The lump sum payment for traffic control is defined by spec. as follows: Full compensation for furnishing flaggers, traffic cones and etc...

See attached Exhibit A for the Change Order #2 documentation.

### **Financial Impact**

Original Contract Price: \$12,124,758.73

Current Contract Price: \$12,309,752.47 (\$12,124,758.73 plus Change Order #1 of \$184,993.74)

Change Order No. 2 to the construction contract (COF Contract No. 2012-0110) with Civil Constructors, Inc. will be a cost increase of \$10,192.00. New contract price becomes \$12,319,944.47 (\$12,309,752.47 plus Change Order #2 of \$10,192.00).

### **Recommendation**

Approval of Change Order No. 2 to the construction contract (COF Contract No. 2012-0110) with Civil Constructors, Inc. is recommended.

**Request for Construction Change  
 Change Order No. 2**

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. Time extension due to the following issues: By request of the City, Civil Constructors Inc., was requested to allow the contractor from the 3<sup>rd</sup> Ave construction project, The Parkes Companies, access onto the Hillsboro Road project for the purpose of installing new sanitary sewer in conjunction with their project. This work was required to be in place prior to construction of the new bridge on 3<sup>rd</sup> Ave. This work was in the area of the proposed retaining wall #1 on the Hillsboro project. Civil Constructors was already in the process of excavating for the retaining wall with the 2 lanes of traffic shifted to the east side of roadway. When the sewer work began, on April 16<sup>th</sup> 2013, the traffic had to be shifted to the west constricting the work zone for the Wall #1 excavation, severely delaying progress of retaining wall #1. The importance of the wall #1 construction to the Hillsboro Road project is the fact that it was a controlling item of work for project completion, the wall had to be built so the construction of the proposed underground utilities could begin and road work to follow that. The Parkes Companies finished the sewer work and the traffic shift was removed on June 18<sup>th</sup> 2013, a total of 64 days. In addition to this delay, during construction of the AT&T duct bank it was discovered that the required number of existing conduits to complete the work were not in place at the Hillsboro Rd./Del Rio Pike intersection. This resulted in exploratory and new work in order to provide adequate conduits for AT&T to complete their new line installation. It is agreed due to the unforeseen delays described herein, to extend the number of calendar days allowed to complete this project by a total of 56 days from 455 to 519 days. This time extension changes the date of completion of all work, from May 12, 2014 to **July 7, 2014**.
2. Additional traffic control required due to the extension of calendar days on the project. The lump sum payment for traffic control is defined by spec. as follows: Full compensation for furnishing flaggers, traffic cones and etc...

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

Request from Civil Constructors, Inc. for this work. Project daily diary, and project meeting minutes.

Item No.	Description of Work	Unit	Estimate Quantity	Unit Price	Amount
104-04.02	Additional compensation (Traffic Control)	LS	1	10,192	\$10,192.00
<b>TOTAL</b>					<b>\$10,192.00</b>

CHANGE IN CONTRACT PRICE:	
Original Contract Price	\$12,124,758.73
Net Increase (Decrease) from previous Change Orders	\$184,993.74
Contract Price prior to this Change Order:	\$12,309,752.47
Net increase (decrease) of this Change Order:	\$10,192.00
Contract Price with all approved Change Orders:	\$12,319,944.47

CHANGE IN CONTRACT TIMES:	
Original Contract Times:	
Substantial Completion:	*****
Ready for final payment:	(455 days)
Net change from previous Change Orders No. 0 to 1 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:	56 calendar days
Contract Times with all approved Change Orders:	
Substantial Completion:	*****
Ready for final payment:	(519 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] By: [Signature] By: [Signature]  
 ENGINEER (CSTA) CITY PROJECT MANAGER DIRECTOR OF ENGINEERING  
 Date: 11.21.13 Date: 11-26-13 Date: 11-26-13

ACCEPTED

By: [Signature]  
 CONTRACTOR (Authorized Signature)  
 Date: 11/18/13

Federal Insurance Company

By: [Signature]  
 Surety (Authorized Signature)

Date: 11/18/2013  
 Gregory E. Nash, Attorney in Fact

APPROVED:

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

Date: \_\_\_\_\_



**Chubb  
 Surety**

**POWER  
 OF  
 ATTORNEY**

**Federal Insurance Company  
 Vigilant Insurance Company  
 Pacific Indemnity Company**

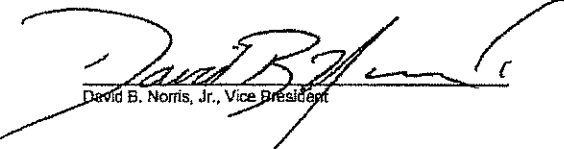
**Attn: Surety Department  
 15 Mountain View Road  
 Warren, NJ 07059**

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 Kelly L. Berry, Phillip H. Condra and Gregory E. Nash of Nashville, Tennessee-----

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, on behalf of **Civil Constructors, L.L.C.**, as principal.

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 **15th** day of **October, 2013**.

  
 David J. Edwards, Assistant Secretary

  
 David B. Norris, Jr., Vice President

STATE OF NEW JERSEY

ss.

County of Somerset

On this **15th** day of **October, 2013** before me, a Notary Public of New Jersey, personally came David J. Edwards, 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 David J. Edwards, 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 16, 2014**

  
 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, David J. Edwards, 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 the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, Puerto Rico, 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 **19th** day of **November, 2013**



  
 David J. Edwards, 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

