

City Contract

Version 5.3 released on 4/9/24



PWO120630

CITY COUNCIL USE ONLY

Date Received: _____
 Committee Date: _____
 1st Agenda Date: _____

Tracking #: _____

Committee: _____

Hearing Date: _____

2nd Agenda Date: _____

CITY CLERK USE ONLY

☐ Scanned

Date: 06.20.2024

☐ Posted

Item #: 2406.01602

All department items requiring Council approval must be submitted through the Mayor's Office.

Primary Details

Contract Phase

☐ New Contract ☐ Renewal ☐ Amendment ☒ Statutory Change Order ☐ Supplemental
 Documentation ☐ Quantity Adjustment ☐ Final Payment ☐ Permission to Continue ☐ IDP
 Formal Acceptance ☐ Terminate/Cancel

Data Sharing

☐ Yes ☐ No

Board Approval

Other Board Name

City Council Approval

☒ Yes ☐ No

Contract Number

134981

Department

Public Works

Contact Name

Elliott Stiles

Email

estiles@cityoftulsa.org

Phone

918-596-2336

Vendor Name(s)

R&L Construction, LLC

Vendor Number

5532

Description (Subject)

Non-Arterial Street Rehab MZ 5047

Contract Type

Public Const Proj

Contract Subtype

PI/CP SCO COT

Bid/Project Number

144547-S TMUA 16-18 SWD
10883

Contract Amount

\$82,043.39

Site Address

Site Parcel No.

Budget

Contract Funding Type

☐ No Payment Involved
☐ Revenue Contract
☐ Expense Contract

Funding Source(s)

2331W00014.WaterDist.Water.7400.74003122-541101: \$245.1952 \$196.25

22231W00009.WaterDist.Water.7400.74003122-541101: \$81,798.20 \$81,847.14

TOTAL: \$82,043.39

Approvals

Department: _____

Legal: _____

Board: _____

Mayor: _____

Other: _____

Date: 05.31.24

Date: 6-17-24

Date: _____

Date: JUN 20 2024

Date: _____

Policy Statement

Background Information

CHANGE ORDER DESCRIPTION AND JUSTIFICATION: Change Order No. 1 to the subject Contract, between City of Tulsa and R&L Construction, LLC., in the amount of \$82,043.39 and 121 Calendar Days is necessary due to the additional work and materials required to install waterline services of sizes that were not provided for in the original Contract pay items (1", 4" & 6"), as well as time extension for design changes, weather, utility coordination and other delays to the critical path that were outside the Contractor's control, such as unforeseen solid rock where waterline boring was required.

Summation of the Requested Action

Request Approval for Change Order No.1

Other Pertinent Details

Council District #5, Maintenance Zone 5047

RECEIVED
CITY OF TULSA
LEGAL DEPARTMENT
2024 JUN 12 PM03:06

Processing Information for City Clerk's Office

Post Execution Processing

- ☐ Mail vendor copy (addtl signature copies attached)
- ☐ Must be filed with other governmental entity
- ☐ Addtl governmental entity approval(s) required

Additional Routing and Processing Details

CITY OF TULSA
CHANGE ORDER NO. 1
BOND NO. 0822472
CONTRACT NO. 134981
PROJECT NO. 144547-S TMUA-W 16-18, SWD-10883
NON-ARTERIAL STREET REHABILITATION
MAINTENANCE ZONE 5047

CHANGE ORDER DESCRIPTION AND JUSTIFICATION: Change Order No. 1 to the subject Contract, between the CITY OF TULSA and R & L CONSTRUCTION, LLC, in the amount of \$82,043.39 and 121 Calendar Days is necessary due to additional work and materials required to install waterline services of sizes that were not provided for in the original Contract pay items (1", 4" & 6"), as well as time extension for design changes, weather, utility coordination and other delays to the critical path that were outside the Contractor's control, such as unforeseen solid rock where waterline boring was required.

Decrease in Contract Price: \$0.00

Increase in Contract Price: \$82,043.39

Net Change in contract Amount: \$82,043.39

DESCRIPTION OF CHANGES:

Original contract amount was:	\$3,685,593.25
Net dollar increase by previous Change Order:	\$0.00
Net percent increase by previous Change Order:	0.00%
Contract amount prior to this Change Order:	\$3,685,593.25
Contract sum is increased by this Change Order:	\$82,043.39
This Change Order is a percentage increase of:	2.23%
Contract amount including this Change Order:	\$3,767,636.64
The total dollar increase including this Change Order:	\$82,043.39
The percentage increase including this Change Order:	2.23%
Contract time prior to this Change Order:	330 Calendar Days
Contract time will be increased by:	121 Calendar Days

IN TESTIMONY WHEREOF, the parties hereto have caused this Change Order to be executed by their duly authorized officers or representatives on this _____ day of _____, 20____
(to be dated by City Clerk upon approval)

CITY OF TULSA
A municipal corporation

By _____
Mayor

ATTEST:

City Clerk

APPROVED:

Asst. Sica Grayson
City Attorney
[Signature]
City Engineer
[Signature]
Architect/Engineer

APPROVED BY CITY COUNCIL

Date: _____

By: _____
Chairman

CONTRACTOR:
R&L Construction LLC.

By: Guillermo Luevano

Printed Name: Guillermo Luevano

Title: Managing Member

Date:

ATTEST:

[Signature]
Corporate Secretary (SEAL)

05/07/24

Date

SURETY:

Harco National Insurance Company

By: [Signature]

Printed Name: Jamie M. Burris

Date: 5/3/2024

Attorney-in-Fact (SEAL)
(Attached Power of Attorney)

(Date must match Power of Attorney)

Bond # 0822472

POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY
Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

VAUGHN GRAHAM, JR., VAUGHN P. GRAHAM, CAREY KENNEMER, SHELLI R. SAMSEL, TOM PERRAULT, BECKY KILLMAN, KRISTIN LEWIS, FAITH BURLESON, STEPHEN M. POLEMAN, VICKI WILSON, TRAVIS E. BROWN, DWIGHT A. PILGRIM, J. KELLY DEER, DEBORAH L. RAPER, AUSTIN K. GREENHAW, JAMIE M. BURRIS, RYAN MATTHEW SANDERS, JOSHUA BRYAN

Tulsa, OK

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2023



STATE OF NEW JERSEY
County of Essex

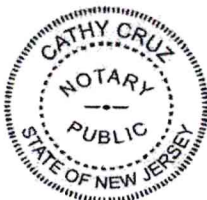
Michael F. Zurcher

Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2023, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2029

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, May 3, 2024

A00171

Irene Martins, Assistant Secretary



Public Works Department
MEMORANDUM

DATE: 5/2/24

SUBJECT: CHANGE ORDER NO. 1

Contract: 134981

Project: 144547-S, TMUA-W 16-18, SWD-10883

Project Title: Non-Arterial Street Rehabilitation & Waterline Replacement

Original Contract Amount:	\$ 3,685,593.25
Change Order No. 1 Amount:	\$ 82,043.39
Change Order No. 1 Percent:	2.23%
New Contract Amount:	\$ 3,767,636.64
Total of Change Order Amounts:	\$ 82,043.39
Total Change Order Percent:	2.23%
Original Contract Time (Calendar Days):	330
Change Order No. 1 Time Added (Calendar Days):	121
New Contract Time (Calendar Days):	451

CHANGE ORDER NO. 1 Consists of the Following:

Waterline Services - No Pay Item was provided in the Contract for 1", 4" or 6" which were required to restore service to customers in the area.

General Time Extension - 121 Calendar Days for utility coordination during construction, design changes, weather, and install delays caused by solid rock encountered during boring efforts for waterline placement.

COST BREAKDOWN FOR ALLOWANCE AUTHORIZATION

Contract No. 134981
 Project No.: 144547-S/TMUA-W
 Contractor: R&L Construction LLC

Date: 01/04/24

Description of Work: Connecting Services to Water Vaults

Materials:

Items	Units	Cost	Quantity	Amount
6" X 4" Reducers	EA	\$236.39	9.00	\$2,127.51
4" Iron Sleeves	EA	\$166.67	4.00	\$666.68
4" Flange (MJ)	EA	129.68	8.00	\$1,037.44
3" DIP Pipe (MJ)	FT	\$110.47	16.00	\$1,767.52
4" X 3" Reducer	EA	\$160.97	1.00	\$160.97
4" (90 degree bend)	EA	\$175.82	1.00	\$175.82
Sub-Total				\$5,935.94
10% Overhead				\$593.59
10% Profit				\$593.59
Total				\$7,123.13

Labor:

Job Title	Rate/Hr.	Total Hrs.	Amount
Foreman	\$25.00	25.00	\$625.00
Equipment operator	\$22.50	25.00	\$562.50
Laborer	\$20.00	25.00	\$500.00
			\$0.00
			\$0.00
			\$0.00
Sub-Total			\$1,687.50
15% Overhead			\$253.13
10% Profit			\$168.75
Total			\$2,109.38

Payroll Additives:

Item	% of Labor	Amount
Bonds (Total of Items 1, 2 & 3 Less O&P)	1.00%	\$79.83
Insurance (Item 1 Less O&P)	1.00%	\$8.24
Workers Comp	Actual	\$20.00
Unemployment Insurance (Item 1 Less O&P)	3.80%	\$64.13
Social Security Tax (Item 1 Less O&P)	7.65%	\$129.09
Emp. Fringe Benefits (Item 1 Less O&P)	20.00%	\$337.50
Total		\$638.79

Equipment:

Type	Cost/Hr.	Total Hrs.	Amount
Mini Excavator	\$120.00	3.00	\$360.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
Total			\$360.00

Sub-Contractor Cost	
Mark-up On Sub-Contractor (10%)	\$0.00
Contractor Cost	\$8,622.23
Contractor Profit	\$846.72
Contractor Total	\$9,468.95

Total Lump Sum Cost for Work Described	\$9,468.95
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If Not Lump Sum, Cost Per Unit	\$0.00
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 Contractor's Signature

Item	Quantity	Unit	Extension
1" Short Service (6" Main)	28	\$ 1,417.83	\$ 39,699.24
1" Long Service (6" Main)	46	\$ 2,287.84	\$ 105,240.64
1" Long Service (8" Main)	8	\$ 2,208.03	\$ 17,664.24
1" Long Service (12" Main)	8	\$ 2,396.29	\$ 19,170.32
TOTAL	90		\$ 181,774.44

Associated 3/4" Services (Per Plan)		Unit	Extension
Short	28	\$ 800.00	\$ 22,400.00
Long	62	\$ 1,400.00	\$ 86,800.00
TOTAL	90		\$ 109,200.00

OVERALL COST DELTA (CHANGE ORDER):	\$ 72,574.44
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AFFIDAVIT OF CLAIMANT

STATE OF Oklahoma

COUNTY OF Creek

The undersigned, of lawful age, being first duly sworn, on oath says that this contract is true and correct. Affiant further states that the work, services or materials will be completed or supplied in accordance with the contract, plans, specifications, orders or requests furnished to the affiant. Affiant further states that (s)he has made no payment directly or indirectly of money or any other thing of value to any elected official, officer or employee of the City of Tulsa or any public trust of which the City is a beneficiary to obtain or procure the contract or purchase order.

By: Guillermo Luevano
Signature

Name: Guillermo Luevano

Company: R&L Construction LLC.

Title: Managing Member

Subscribed and sworn to before me this 7th day of May, 2024.

Alondra Moreno
Notary Public

My Commission Expires: 06/02/2025

Notary Commission Number: 21007432



NON-COLLUSION AFFIDAVIT

(Required by Oklahoma law, 74 O.S. §85.22-85.25)

STATE OF Oklahoma)
)SS.
COUNTY OF Creek)

I, Guillermo Luevano, of lawful age, being first duly sworn, state that:
(Authorized Agent)

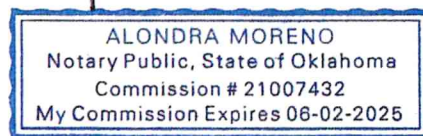
1. I am the authorized agent of Contractor, Engineer, Architect or provider of professional service ["Services Provider"] herein for the purposes of certifying facts pertaining to the existence of collusion between and among Services Provider and municipal officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to which this statement is attached.
2. I am fully aware of the facts and circumstances surrounding the making of the contract to which this statement is attached, and I have been personally and directly involved in the proceedings leading to the awarding of such contract; and
3. Neither the Services Provider nor anyone subject to the Services Provider's direction or control has been a party:
 - a. to any collusion with any municipal official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - b. in any discussions between Services Provider and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

By: Guillermo Luevano
Signature

Title: Managing Member

Subscribed and sworn to before me this 7th day of May, 2024

Alondra Moreno
Notary Public



My Commission Expires: 06/02/2025
Notary Commission Number: 21007432
County & State Where Notarized: TXSA / OK

The Affidavit must be signed by an authorized agent and notarized.

INTEREST AFFIDAVIT

STATE OF Oklahoma)
) SS.
COUNTY OF Creek)

I, Guillermo Luevano, of lawful age, being first duly sworn, state that I am the agent authorized by Contractor, Engineer, Architect or provider of professional service ["Services Provider"] to submit the attached Agreement. Affiant further states that no officer or employee of the City of Tulsa either directly or indirectly owns a five percent (5%) interest or more in the Services Provider's business or such a percentage that constitutes a controlling interest. Affiant further states that the following officers and/or employees of the City of Tulsa own an interest in the Services Provider's business which is less than a controlling interest, either direct or indirect.

NONE

By: Guillermo Luevano
Signature

Title: Managing Member

Subscribed and sworn to before me this 7th day of May 2024

Alonso Moreno
Notary Public

My Commission Expires: 06/02/2025

Notary Commission Number: 21007432

County & State Where Notarized: Tulsa / OK

The Affidavit must be signed by an authorized agent and notarized.



R&LCONS-02

JBIRD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/14/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Rich & Cartmill, Inc. 2738 E. 51st Street, Suite 400 Tulsa, OK 74105	CONTACT NAME: Julie Bird PHONE (A/C, No, Ext): (918) 293-7148 E-MAIL ADDRESS: jbird@rcins.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: Valley Forge Ins Co INSURER B: Continental Ins Co INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 20508 35289
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COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			7018436312	5/4/2024	5/4/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			7018436326	5/4/2024	5/4/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			7018436357	5/4/2024	5/4/2025	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC718436343	5/4/2024	5/4/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L. EACH ACCIDENT \$ 1,000,000 E L. DISEASE - EA EMPLOYEE \$ 1,000,000 E L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equip			7018436312	5/4/2024	5/4/2025	Limit 75,000
A	Limited Pollution			7018436312	5/4/2024	5/4/2025	Incident Limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project # 144547 - S Non-Arterial Street Rehabilitation Maintenance Zone 5047-S

30 day notice of cancellation is included in favor of Certificate Holder, except 10 days for non-payment of premium, for General Liability, Auto Liability and Workers Comp, as required by written contract and subject to insured's policy terms, conditions, & exclusions.

CERTIFICATE HOLDER

CANCELLATION

City of Tulsa
175 E 2nd St, Ste 450
Tulsa, OK 74103

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

