City Contract Version 4.6 released on 8/3/21



Date Received: Committee Date: 1st Agenda Date:	Tracking Committe Hearing Da 2 nd Agenda Da	ee: Ste:		CITY CLERK USE ONLY 25.11.2022 2205_00924	
일 경우는 계속 그 이번 된다고 있다면 가게 살아가 하지 않아 없다.	tems requiring Council appro	oval must be submitted throug	h the Mayor's (Office.	
Primary Details					
O New Contract O Renewal Adjustment O Final Payment	O Amendment Statuto O Permission to Continue	ry Change Order O Supple	mental Documer	ntation O Quantity	
Board Approval	Other Board Name	City Council Approval ✓ Yes ○ No	Contract 13534	t Number 1	
Department Engineering Services	Contact Name Ryan McKaskle	Email rmckaskle@cityoftulsa.or	Phone 91859	69508	
Vendor Name(s) Voy Construction, LLC.	Vendor Number 239	Description (Subject) Route 66 Village Train De	pot		
Contract Type Public Const Proj	Contract Subtype PI/CP SCO COT	Bid/Project Number 170140R	Contrac \$0.00	ract Amount	
Budget					
O No Payment Involved O Revenue Contract O Expense Contract			TOTAL:		
Approvals	1/2/11/2	×	D. t.	w/1477	
Department: Legal:	Cuca Ciculot		Date:	5-3-22	
Board:	- Charge		Date:		
Mayor:	4478	\	Date:		
Other:			Date:	-	
Policy Statement					
Background Information CHANGE ORDER DESCRIPTION VOY CONSTRUCTION, LLC., for issues and work added to the Corsubgrade, necessitating design of building work; rotating wall design waterline design issue with existing and cost negotation period.	Project No. 170140R, in the am ntract, including: issues with gra nange and stoppage to earthwor issue causing diminished prod	ount of 216 calendar days is ned ading in large swathe of parking l rk operations; truss attachment of uctivity in building work for desig	cessary due to do ot area due to do design questions n modification a	lelays caused by design eep layers of unsuitable s causing stoppage to nd cost negotiations;	
Summation of the Requested Action Request Approval for Change Orde	er No. 2.				
Other Pertinent Details Council District 2, Route 66 Villag	e Train Depot, 3770 Southwes	st Blvd			

3/30/22, 9:10 AM

RFA Form System

Processing Information for City Clerk's O	nnce
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Post Execution Processing

Mail vendor copy (addt'l signature copies attached)

Must be filed with other governmental entity

Addt'l governmental entity approval(s) required

Additional	Routing and	Processing	Details
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Tulsa A New Kind of Energy.

Engineering Services Department

MEMORANDUM

DATE: 2/15/22

SUBJECT: CHANGE ORDER NO. 2

Contract: 135341 **Project**: 170140R

Project Title: Rt. 66 Village Train Depot

Original Contract Amount:	\$ 2,627,147.31
Change Order No. 1 Amount:	\$ (72,453.00)
Change Order No. 1 Percent:	-2.76%
Change Order No. 2 Amount:	\$ -
Change Order No. 2 Percent:	0.00%
New Contract Amount:	\$ 2,554,694.31
Total of Change Order Amounts:	\$ (72,453.00)
Total Change Order Percent:	-2.76%
Original Contract Time (Calendar Days):	330
Change Order No. 1 Time Added (Calendar Days):	0
Change Order No. 2 Time Added (Calendar Days):	216
New Contract Time (Calendar Days):	546

CHANGE ORDER NO. 2 Consists of the Following:

Construction Contract 135341, Project 170140R commenced construction on June 15, 2020.

There were design issue delays and work was added, requiring additional time to complete, including:

- A) Parking Lot Grading: Early in project, deep layers of unsuitable material from previous land use as a housing addition (debris from homes, utilities, roadway/sidewalk, general garbage etc.) were discovered. This caused a long delay as a solution and method for absorbing cost was determined. During the delay, the parking area (west 1/2 of the project) was placed entirely onhold.
- B) Truss Attachment: As work in the parking area came to a halt, work in the building also hit a stopping point due to a design issue with the mechanism for truss attachment to the building frame. Project was at full stoppage while a solution was developed and cost was negotiated.
- C) Rotating Wall: Once work resumed in the building, a safety concern was identified with the rotating wall. There was a significant period of diminished productivity while a solution was developed and cost was negotitated.
- D) Waterline: As utility work progressed, the contractor opened the adjacent lane of SW Blvd to connect the building's water services to the existing 8" main, only to find that the existing waterline was not located as indicated on the plans, bringing a major utility conflict (AT&T duct bank) into play. While a solution was developed and cost was negotitated, several work areas were put on-hold (driveways, curb & gutter, sidewalks, landscaping/irrigation, asphalt) in order to avoid potential duplication of efforts and/or remobilization costs for subcontractors.

The total time extension required to account for the above issues is 216 calendar days.

2317 South Jackson Avenue - Tulsa, OK 74107 - Office (918)-596-9565 - Fax (918)-596-7277 www.cityoftulsa.org

CITY OF TULSA CHANGE ORDER NO. 2 BOND NO. 2300221 CONTRACT NO. 135341 PROJECT NO. 170140R RT. 66 VILLAGE TRAIN DEPOT

CHANGE ORDER DESCRIPTION AND JUSTIFICATION: Change Order No. 2 to Contract No. 135341, between the CITY OF TULSA and VOY CONSTRUCTION, LLC., for Project No. 170140R, in the amount of 216 calendar days is necessary due to delays caused by design issues and work added to the Contract, including, issues with grading in large swathe of the parking lot area due to deep layers of unsuitable subgrade, necessitating design change and stoppage to earthwork operations; truss attachment design questions causing stoppage to building work, rotating wall design issue causing diminished productivity in building work for design modification and cost negotiations; waterline design issue with existing waterline not located per plan, bringing utility conflicts into play, and necessitating extensive redesign and cost negotation period.

Decrease in Contract Price: \$0.00

Increase in Contract Price \$0.00

Net Change in contract Amount: \$0.00

	DESCRIPTION OF CHANGES	
Original contract amount was		\$2,627,147.31
Net dollar increase by previous Change O	Order:	-\$72,453,00
Net percent increase by previous Change	Order	-2.76%
Contract amount prior to this Change Order	er:	\$2,554,694.31
Contract sum is increased by this Change	Order	\$0.00
This Change Order is a percentage increa	ase of:	0.00%
Contract amount including this Change Or	rder	\$2,554,694 31
The total dollar increase including this Cha	ange Order	-\$72,453.00
The percentage increase including this Ch	hange Order:	-2.76%
Contract time prior to this Change Order		330 Calendar Days
Contract time will be increased by		216 Calendar Days

or representatives on	a this day of, 20 e dated by City Clerk upon approval)
(to be	e dated by City Clerk upon approvar)
CITY OF TULSA A municipal corporation	CONTRACTOR: VOY Construction LLC
By	By: Cal Vigle
Mayor	Printed Name: Paul Burgard
	Title: Managing Member
	Date 2/16/22
ATTEST	ATTEST:
City Clerk	Corporate Secretary (SEAL) Date
APPROVED:	SURETY: North American Specialty Insurance Company
City Attories August	By: KNSTIN LAWIS
Mest & Sand	Printed Name: Kristin Lewis, Attorney-in-Fact
City Engineer	Date 2/16-2022
Architect/Engineer	Attorney-in-Fact (SEAL) (Attached Power of Attorney)
	(Date must match Power of Attorney)
APPROVED BY CITY COUNCIL	
Date:	_

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY WASHINGTON INTERNATIONAL INSURANCE COMPANY WESTPORT INSURANCE CORPORATION

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make constitute and appoint:

JOHN K. DEER, VAUGUN P. GRAHAM, VALIGUN P. GRAHAM, JR., STEPHEN M. POLEMAN, TRAVIS E. BROWN, DEBORAH L. RAPER, JAMIE BURRIS, SHELLI R. SAMSEL, MARK D. NOWELL

EACHY FUNDER VICTIONALS PERFACE THE ACTION CONCLETE FARLY EACH NEEDE AARDY DEWELL STATES WOOLSEY GARY ELECTRONAS PERFACET AND ARBITRALET AND ACTION OF SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of

TWO HUNDRED MILLION (\$200,000,000,000,000,000,000) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."





Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation



Krik Janssens, Senior Vice President of Washington International Insurance Company

& Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation

IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this this 24th day of NOVEMBER 20 21

North American Specialty Insurance Company Washington International Insurance Company Westport Insurance Corporation

State of Illinois County of Cook

ss ss

On this 24th day of NOVEMBER, 20 21, before me, a Notary Public personally appeared Steven P. Anderson , Senior Vice President of

Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Company and Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who

being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

YASMIN A PATEL OFFICIAL SCAL

YASMIN A PATEL
OFFICIAL SEAL
Notary Public, State of librors
My Commission Expires
May 29, 2023

The second second

Yasmin A Patel, Notary

I. Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this

February

20 22

Deffrey Goldberg, Senior Vice Presions & Assistant Sucretary of Washington International Incurrance Company & Horth American Specialty insurance Company & Then President & Assistant Secretary of Westport Insurance Company

NON-COLLUSION AFFIDAVIT

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

STATE OF	OKLAHOMA)	<u>1</u>
COUNTY OF	TULSA)SS.	<u></u>
, Paul Burg	ard	, of lawful age, being first duly sworn, state that:
(Auth	orized Agent)	
1.	["Services Provid collusion between facts pertaining to	ted agent of Contractor, Engineer, Architect or provider of professional service der"] herein for the purposes of certifying facts pertaining to the existence of an and among Services Provider and municipal officials or employees, as well as to the giving or offering of things of value to government personnel in return for ation in the letting of any contract pursuant to which this statement is attached.
2.	this statement is	of the facts and circumstances surrounding the making of the contract to which attached, and I have been personally and directly involved in the proceedings varding of such contract; and
3.	Neither the Servi	ices Provider nor anyone subject to the Services Provider's direction or control
		follusion with any municipal official or employee as to quantity, quality, or price in spective contract, or as to any other terms of such prospective contract, nor
		By: Signature
		Title: Managing Member
My Commission	Notary Publion Expires: 01	Commission # 22000721 My Commission Expires 01-17-2026
	ission Number:	

INTEREST AFFIDAVIT

STATE OF OKLAHOMA) SS
COUNTY OF TULSA)
Paul Burgard, 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 exist
By: Pal Paya
Title: Managing Member
Subscribed and sworn to before me this 16th day of February 2022
DIANA L. HERNANDEZ Notary Public State of Oklahoma Commission # 22000721 My Commission Expires 01-17-2026
My Commission Expires: 01/17/2026
Notary Commission Number: 22000721
County & State Where Notarized: Tulsa, OK

AFFIDAVIT OF CLAIMANT

TATE OF Oklahoma
OUNTY OF Tulsa
the undersigned, of lawful age, being first duly sworn, on oath says that this contract is true and correct. If fiant 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 afficial, officer or employee of the City of Tulsa or any public trust of which the City is a beneficiary to batain or procure the contract or purchase order. By: By: Signature Name: Paul Burgard
Company: VOY Construction LLC
Title: Managing Member
ubscribed and sworn to before me this 16th day of February , 2022.
Iotary Public My Commission Expires: 0//17/2026 Iotary Commission Number: 22000721 Iotary Commission Number: 22000721



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/6/2022

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	CONTACT Janet Mickelson					
Rich & Cartmill, Inc.	PHONE (A/C, No, Ext): (918) 293-7167	FAX (A/C, No):				
2738 E. 51st Street, Suite 400 Tulsa, OK 74105	E-MAIL ADDRESS: jmickelson@rcins.com					
	INSURER(S) AFFORDING COVER	AGE	NAIC #			
	INSURER A : Continental Ins Co	35289				
INSURED	INSURER B: Transportation Ins Co	20494				
VOY Construction, LLC	INSURER C:					
8500 E 41st Street	INSURER D:					
Tulsa, OK 74145	INSURER E :					
	INSURER F:					
COVERAGES CERTIFICATE NUMBER:	REVISION NUMBER:					

COVERAGES

CERTIFICATE 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.

	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR N'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO: OTHER. TOMOBILE LIABILITY ANY AUTO OWNED SCHEDULED	INSD WVD	6056534680	(MM/DD/YYYY) 1/15/2022	1/15/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Fa occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$ \$ \$ \$	1,000,000 100,000 15,000 1,000,000 2,000,000 2,000,000
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AND	RKERS COMPENSATION D EMPLOYERS' LIABILITY Y/N		6056534713	1/15/2022	1/15/2023			1,000,000
OFF	Y PROPRIETOR/PARTNER/EXECUTIVE FICER/MEMBER EXCLUDED? Indatory in NH)	N/A	111111111111111111111111111111111111111			E.L. EACH ACCIDENT	S	1,000,000
If ye	es, describe under					E.L. DISEASE - EA EMPLOYER E.L. DISEASE - POLICY LIMIT		1,000,000
DES	SCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	3	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: 170140R Rt. 66 Village Train Depot

C	Ε	R	T	IF	ICA	۱Т	E	н	o	LD	E	R

City of Tulsa 175 E. 2nd Street Tulsa, OK 74103

CANCELLATION

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

Stephen M. Poleman

TTHARP



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/6/2022

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).

If SUBROGATION IS WAIVED, subject to the terms and condition this certificate does not confer rights to the certificate holder in lieu PRODUCER Rich & Cartmill, Inc. 2738 E. 51st Street, Suite 400 Tulsa, OK 74105										
					INSURER A : Continental Ins Co					35289
					City of Tulsa 175 E 2nd St Street					INSURER B:
INSURER C :										
INSURER D:										
Tulsa, OK 74103					INSURER E :					
					INSURER F :					
CO	VERAGES CER	TIFICA	TE	NUMBER:				REVISION NUMBER:		
II.	HIS IS TO CERTIFY THAT THE POLICIE IDICATED. NOTWITHSTANDING ANY R ERTIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUCH	PERTA	IN,	NT, TERM OR CONDITION THE INSURANCE AFFOR	N OF A	NY CONTRA	CT OR OTHER	R DOCUMENT WITH RESPE	CT TO	WHICH THIS
INSR	TYPE OF INSURANCE	ADDL SU	BR.	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
Α	COMMERCIAL GENERAL LIABILITY					,		EACH OCCURRENCE	5	1,000,000
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	X Owner's & Contractor		- 11					MED EXP (Any one person)	5	
								PERSONAL & ADV INJURY	5	7,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER							GENERAL AGGREGATE	5	2,000,000
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	OTHER								S	
	AUTOMOBILE LIABILITY							(Ea accident)	S	
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_	DED RETENTIONS WORKERS COMPENSATION							PER OTH- STATUTE ER	5	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N							STATUTE ER	S	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A						E L DISEASE - EA EMPLOYEE		
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT		
	DESCRIPTION OF DISTRICTS DECEN							E.E. DIOENGE OEIO EIIII		
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC lect: 170140R Rt. 66 Village Train Depot	LES (ACC	ORD	101, Additional Remarks Sched Contractor: Voy	lule, may b Constr	e attached if mo uction LLC	re space is requi	red)		
CERTIFICATE HOLDER					CANCELLATION					
City of Tulsa 175 E. 2nd Street 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 Stephen M. Poleman					