



**BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS**

Award Contract Grant

Requested Board Meeting Date: 08/20/18

* = Mandatory, information must be provided

or Procurement Director Award

***Contractor/Vendor Name/Grantor (DBA):**

Stormwater Plans, LLC dba SWP Contracting and Paving

***Project Title/Description:**

FY 18/19 Arterial/Collector Pavement Repair Project Phase 1 (4PPP19)

***Purpose:**

Amendment: Contract No. CT-TR-18-465, Amendment No. One (1). This amendment modifies the scope of work, increases the contract amount by \$620,000.00 for a cumulative not-to-exceed amount of \$3,939,319.00 and increases the construction working days from 80 to 100. Administering Department: Transportation.

***Procurement Method:**

Pursuant to Invitation for Bid No. 299275, on 07/03/18, the Board of Supervisors awarded a contract for this project in the amount of \$3,319,319.00 for a contract term of 07/03/18 to 02/22/19.

***Program Goals/Predicted Outcomes:**

The project will resurface the identified roadways to extend the life of the pavement.

***Public Benefit:**

Resurfacing the roadways will deter pavement deterioration providing smooth and safe travel for the public.

***Metrics Available to Measure Performance:**

Weekly construction update meetings along with detailed evaluation of billing by the administering department.

***Retroactive:**

No.

To: CoB. 8-8-18
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(1)

Contract / Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e.,15-123): _____

Effective Date: _____ Termination Date: _____ Prior Contract Number (Synergen/CMS): _____

Expense Amount: \$* _____ Revenue Amount: \$ _____

***Funding Source(s) required:**

Funding from General Fund? Yes No If Yes \$ _____ % _____

Contract is fully or partially funded with Federal Funds? Yes No

If Yes, is the Contract to a vendor or subrecipient?

Were insurance or indemnity clauses modified? Yes No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? Yes No

If Yes, attach the required form per Administrative Procedure 22-73.

Amendment / Revised Award Information

Document Type: CT Department Code: TR Contract Number (i.e.,15-123): 18-465

Amendment No.: One (1) AMS Version No.: Two (2)

Effective Date: 08/20/18 New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

Expense or Revenue Increase Decrease Amount This Amendment: \$ 620,000.00

Is there revenue included? Yes No If Yes \$ _____

***Funding Source(s) required:** Non-Bond Projects
(HURF Bonds (DOT-59))

Funding from General Fund? Yes No If Yes \$ _____ % _____

Grant/Amendment Information (for grants acceptance and awards) Award Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e.,15-123): _____

Effective Date: _____ Termination Date: _____ Amendment Number: _____

Match Amount: \$ _____ Revenue Amount: \$ _____

***All Funding Source(s) required:**

***Match funding from General Fund?** Yes No If Yes \$ _____ % _____

***Match funding from other sources?** Yes No If Yes \$ _____ % _____

***Funding Source:** _____

***If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?**

Contact: Matt Sage, Procurement Officer Matt Sage 8/6/18

Department: Procurement Matt Sage 8/6/18 Telephone: 724-8586

Department Director Signature/Date: _____ 08/06/18

Deputy County Administrator Signature/Date: _____ 8/7/18

County Administrator Signature/Date: _____ 8/7/18
(Required for Board Agenda/Addendum Items)

PIMA COUNTY DEPARTMENT OF TRANSPORTATION	
PROJECT:	FY18/19 ARTERIAL/COLLECTOR PAVEMENT REPAIR PROJECT PHASE 1 (4PPP19)
CONTRACTOR:	Stormwater Plans, LLC dba SWP Contracting and Paving 5624 North 54 th Avenue Glendale, Arizona 85301
CONTRACT NO.:	CT-TR-18-465
AMENDMENT NO.:	One (1)
FUNDING:	Non-Bond Projects (HURF Bonds (DOT-59))
CONTRACT	
NO. <u>CT-TR-18-465</u>	
AMENDMENT NO. <u>01</u>	
This number must appear on all invoices, correspondence and documents pertaining to this contract.	

CONTRACT TERM: 07/03/18 - 02/22/19	ORIGINAL CONTRACT AMOUNT:	\$	3,319,319.00
TERMINATION PRIOR AMENDMENT: 02/22/19	PRIOR AMENDMENT(S):	\$	-
TERMINATION THIS AMENDMENT: 02/22/19	AMOUNT THIS AMENDMENT:	\$	620,000.00
	REVISED CONTRACT AMOUNT:	\$	3,939,319.00

CONTRACT AMENDMENT

WHEREAS, COUNTY and CONTRACTOR have entered into the Contract referenced above; and

WHEREAS, COUNTY and CONTRACTOR have agreed to add additional roadway segments on Snyder to include Palisade to Bear Canyon, Bear Canyon to Placita del Sol, and Avendia de la Colina to Oakwood; and

WHEREAS, COUNTY and CONTRACTOR have agreed to increase the construction working days and add additional funding.

NOW, THEREFORE, it is agreed as follows:

CHANGE: ARTICLE 1 – TERM AND EXTENSION/RENEWAL/CHANGES, 2nd paragraph:

FROM: "Construction completion time for the work to be performed under this contract will be 80 working days..."

TO: "Construction completion time for the work to be performed under this contract will be **100 working days**..."

CHANGE: ARTICLE 3 – COMPENSATION AND PAYMENT, 3rd and 4th paragraphs:

FROM: "Total payment for this Contract will not exceed Three Million Three Hundred Nineteen Thousand Three Hundred Nineteen Dollars and Zero Cents (\$3,319,319.00)."

TO: "Total payment for this Contract will not exceed **Three Million Nine Hundred Thirty-Nine Thousand Three Hundred Nineteen Dollars and Zero Cents (\$3,939,319.00)**."

FROM: "Payment for this Contract will be made based on EXHIBIT "A" – Bid Schedule (1 page) submitted by CONTRACTOR in response to Solicitation No. 299275..."

TO: "Payment for this Contract will be made based on EXHIBIT "A" – Bid Schedule (1 page) submitted by CONTRACTOR in response to Solicitation No. 299275, and **EXHIBIT "A", Attachment 1 (3 pages)**, attached hereto and made part of this Contract..."

This Amendment shall be effective on August 20, 2018.



All other provisions of the Contract, not specifically changed by this Amendment, shall remain in effect and be binding upon the Parties.

IN WITNESS WHEREOF, the Parties have affixed their signatures to this Contract on the dates written below.

APPROVED:

Chairman, Board of Supervisors

Date

CONTRACTOR:

Anthony Heim

Signature

Anthony Heim Project Manager

Name and Title (Please Print)

8/6/18

Date

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:

Charles Wesselhoft

Deputy County Attorney

CHARLES WESSELHOFT

Name (Please Print)

8-2-18

Date



July 30, 2018

Pima County Transportation
201 N. Stone Avenue, 4th Floor
Tucson, AZ 85701-1207

Attn: Paul Bennett, PE, Project Delivery Manager

Project: Pima County FY 18/19 Arterial/Collector Pavement Repair Phase 1
Contract #CT-TR-18-465
SWP Project # 922-1806, L922-1806_COR1 R1

Subject: COR 1 - Request for Pricing – Three Additional Roadway Segments (Revision 1)

Mr. Bennett,

It was requested by Pima County for SWP to provide pricing to mill and overlay 2" thick asphalt for three additional roadway segments for the above referenced project along Snyder Road. SWP is providing the following scope and pricing for this additional work:

202 Asphalt Milling – Proposal includes milling 2" of approximately 45,725 SY of existing asphalt, haul off and disposal. SWP was unable to hold the unit pricing for milling as the market for millings has changed since the project was bid due to the number of milling and paving projects under contract and resultant surplus of millings in the market. SWP had to price an alternative disposal area which was an increased cost (due to haul length and disposal fees) as compared to the original proposal.

404 Asphaltic Tack Coat CSS-1h 1:1 – Proposal includes supply and installation of 30 TN of tack coat. There was a slight increase in the unit price since the haul distance to the material source was longer.

406 Asphaltic Concrete PAG #2 (Arterial) – Proposal includes supply and installation of approximately 5,100 TN of PAG 2 Arterial with RAP. SWP was unable to hold unit pricing as the original contract unit pricing was a blend of haul distances and production rates based upon each individual area. The 3 additional locations requested by the County represent much longer haul distances than the blended hauls in the contract pricing. The longer haul distances also contributed to a slower production rate due to the limited availability of trucking within the Tucson market.

701 Maintenance and Protection of Traffic – The original bid provided a lump sum bid item for traffic control and the 3 additional areas will require additional traffic control resources labor and equipment to construct. SWP priced this additional scope accordingly as a lump sum. The additional scope is approximately 25% of the bid unit price as the original contract had 12 areas and the additional scope is 3 areas or approximately ¼ of the scope.

704 Pavement Markings – The original bid provided a lump sum bid item for pavement markings and the 3 additional areas will require additional installation of paving markings. SWP priced this additional scope accordingly as a lump sum. The additional scope is approximately 25% of the bid unit price as the original contract had 12 areas and the additional scope is 3 areas or approximately ¼ of the scope.

Mobilization – The original bid provided a lump sum bid item for mobilization. The mobilization item included costs for equipment mobilization, project supervision, project office and yard, portable toilets and other project costs. Due to the increased duration needed to complete the project and increased scope the above items will also be increased for the 3 additional areas. SWP priced this additional scope accordingly as a lump sum.

SWP was unable to quantify the number of water valves, sewer manholes and survey monuments that would need to be prelowered and adjusted due to this added scope of work. SWP will honor the contract unit price per EA for any additional utility adjustments to complete this scope of work.

Pricing for the above scope of work is as follows and only includes the quantities/scope specifically identified below:

Item	Description	QTY	UOM	Unit Price	Total
1	202 Milling	45725	SY	\$ 2.15	\$ 98,308.75
2	404 Asphaltic Tack Coat CSS-1h 1:1	30	TN	\$ 445.00	\$ 13,350.00
3	406 Asphaltic Concrete PAG #2 (Arterial)	5100	TN	\$ 79.00	\$ 402,900.00
4	701 Maintenance & Protection of Traffic	1	LS	\$ 38,000.00	\$ 38,000.00
5	704 Pavement Markings	1	LS	\$ 27,000.00	\$ 27,000.00
6	Mobilization	1	LS	\$ 40,441.25	\$ 40,441.25
				Total	\$ 620,000.00

Exclusions and qualifications:

1. Asphalt pricing is based upon PAG 2 Arterial Mix with RAP. Pricing is contingent upon applying the ADOT price index as per section 406-5.01 of the 2015 PAG standard specifications from the original bid date.
2. Pricing is inclusive of gross receipts tax and bond.
3. Pricing excludes prelowering and raising of water valves, sewer manholes and survey monuments. If required these items will be completed at the contract unit prices.
4. The above unit pricing are estimates and this scope of work will be paid for based upon actual quantities completed at the above unit prices.



5. Proposal is contingent upon a 20 working day time extension. This was based upon 25% of the contract time.

If you have any questions regarding this submittal, please feel free contact me at (602) 694-0841.

Respectfully,

A handwritten signature in black ink, appearing to read 'Anthony Heim', is written in a cursive style.

Anthony Heim
Project Manager
Stormwater Plans LLC dba SWP Contracting and Paving

Bond No. 09284637

RIDER

To be attached to and form a part of Performance & Payment Bond, No. 09284637

dated the 3rd day of July, 2018 issued by

Fidelity and Deposit Company of Maryland as Surety, on behalf of

Stormwater Plans, LLC dba SWP Contracting and Paving, as Principal,

in the penal sum of Three Million Three Hundred Nineteen Thousand Three Hundred Nineteen and No/100

Dollars (\$3,319,319.00), and in favor of Pima County, Arizona

In consideration of the premium charged for the attached bond, it is hereby agreed that the attached bond be amended as follows:

Increase contract amount by \$620,000.00 to show a new revised contract amount of \$3,939,319.00

Provided, However, that the attached bond shall be subject to all its agreements, limitations and conditions except as herein expressly modified, and further that the liability of the Surety under the attached bond and the attached bond as amended by this rider shall not be cumulative.

This rider shall become effective as of the 3rd day of August, 2018

Signed, sealed and dated this 3rd day of August, 2018

ATTEST:



PRINCIPAL

Stormwater Plans, LLC dba SWP Contracting and Paving

By

Shauvick

Fidelity and Deposit Company of Maryland

ACCEPTED:

By



Kristy M. Monte

Attorney-in-Fact

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **MICHAEL BOND, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **James K. BRADY, Kristy M. KONTE, Kelly Michael LAYMAN, Kirk C. LEADBETTER, Jay A. MILEY and Glen LOPEZ, all of Anchorage, Alaska, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

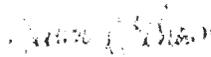
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 17th day of May, A.D. 2018.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: 
Assistant Secretary
Dawn E. Brown


Vice President
Michael Bond

State of Maryland
County of Baltimore

On this 17th day of May, A.D. 2018, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **MICHAEL BOND, Vice President, and DAWN E. BROWN, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.





Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 3rd day of August, 2018.



David McVicker

David McVicker, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:

Zurich American Insurance Co.
Attn: Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056