

**CITY OF GAUTIER
MEMORANDUM**

To: Samantha Abell, City Manager
From: April Havens, Grants & Projects Manager
Through: Chandra Nicholson, Economic Development and Planning Director
Date: February 9, 2016
Subject: Supplemental Agreement #2 for Additional Expenses for the Gautier Streetscape Phase III Project STP-0494-00(008) LPA/106378-701000

REQUEST:

The Economic Development and Planning Department requests City Council approval of Supplemental Agreement #2 for the Streetscape Phase III Project to allow for additional expenses to relocate plantings.

BACKGROUND:

Gulf Breeze Landscaping, LLC entered into a contract with the City of Gautier on March 5, 2015 for the construction of this federal aid project.

DISCUSSION:

This supplemental agreement adds \$3,700 to the contract amount to relocate 79 shrubs and 25 trees from Hwy. 90 to other areas within the project limits. The relocation is necessary to ensure that the visibility of the ground-mounted signs at the Methodist church and Mexican restaurant are unobstructed. The increase has been addressed in Quantity Adjustment #1, which decreased the contract by \$16,300 due to an underrun of some of the pay items.

RECOMMENDATION:

The Economic Development & Planning Department recommends approval of Supplemental Agreement #2 contingent on MDOT approval.

The City Council may:

1. Approve the Supplemental Agreement No. 2 as presented, contingent on MDOT approval; or
2. Approve the Supplemental Agreement No. 2 with changes, contingent on MDOT approval; or
3. Not approve Supplemental Agreement No. 2.

ATTACHMENT(S):

1. Supplemental Agreement No. 2
2. Quantity Adjustment No. 1

City of Gautier
Project No. STP-0494-00(008)LPA/106378-701000
SUPPLEMENTAL AGREEMENT NO. 2

WHEREAS, WE, Gulf Breeze Landscaping, LLC, Contractor, and US Specialty Insurance Company, Surety, entered into a contract with the City of Gautier, LPA, on the 5th day of March, 2015, for the construction of Federal Aid Project No. STP-0494-00(008)LPA/106378-701000, Jackson county; and

WHEREAS: The project provides for the installation of sidewalks, sidewalk lighting, crosswalks, pond fountains, landscaping, trash receptacles and other amenities which will connect City Hall and the Veteran's Tribute Tower to the Town Commons and the Highway 90 Pathway; and

WHEREAS: A portion of the installed landscaping is adjacent to commercial signs which could block the visibility of the signs upon maturity of the trees and be a detriment to the convenience and safety of the traveling public; and

WHEREAS: The project budget will allow for additional expenses to relocate these plantings to other locations along the project route without causing an increase to the overall budget of the project;

NOW, THEREFORE, It is mutually agreed by all parties to add the following Pay Items to the project for the specified unit price based upon the estimated quantity:

Original Contract Dollar Amount:				\$ 503,544.21
907—230-A525	Shrub Planting, Relocation	79	Each @ \$ 15.19 =	\$ 1,200.00
907—230-B527	Tree Planting, Relocation	25	Each @ \$ 100.00 =	<u>\$ 2,500.00</u>
Total Revised Contract Dollar Amount				\$ 507,244.21

It is mutually agreed that the above stated prices are full and final compensation for all materials, equipment, labor, and incidentals necessary to complete the work addressed herein. It is further agreed that a time extension is not necessary to fully execute the stated work.

It is further agreed that the addition of this work will not require additional time and will be completed with other punch list items. The completion date for the contract remains to be October 13, 2015.

This agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein.

City of Gautier
Project No. STP-0494-00(008)LPA/106378-701000
SUPPLEMENTAL AGREEMENT NO. 2

SUPPLEMENTAL SHEET

DETAIL EXPLANATION OF NECESSITY OF WORK INVOLVED:

The relocation of the landscaping is necessary to insure that the visibility of the ground mounted signs at the Methodist Church and at the Mexican Restaurant remain unobstructed. Both locations are on the south side of U.S. Highway 90. These materials will be relocated to other areas of the project along U.S. Highway 90 to increase screening density of some of the larger parking areas, and along the new pathway to supplement existing plantings.

JUSTIFICATION OF UNIT PRICES SUBMITTED:

The unit prices submitted by the contractor for the relocation of the Trees and Shrubs has been reviewed and deemed reasonable for the work involved.



Project Professional

LPA Official

City of Gautier
Project No. STP-0494-00(008)LPA/106378-701000
SUPPLEMENTAL AGREEMENT NO. 2

SUPPLEMENTAL SHEET

DETAIL ANALYSIS OF UNIT PRICES:



Post Office
Box 347Gautier, MS 39553
Office (228) 497-3356
Fax (228) 497-4754

PROPOSAL

Neel Schaffer Inc
 707 Watts Ave. Suite C
 Pascagoula, MS 39567

Attn: Dennis Reeves

RE: City of Gautier, MS
 Project: Gautier Streetscape Phase 3
 Project # STP-0494-00(008)LPA/106378-701000

This proposal consist of the following:

Relocate 79 Shrubs from Hwy 90 to William Payne Blvd.		\$1,200.00
	Laborer	\$13.00 \$590.00
	Overhead	\$430.00
	Profit	\$120.00
	Bond & Taxes 5%	<u>\$60.00</u>
		\$1,200.00
Relocate 25 Trees		\$2,500.00
	Labor	\$1,325.00
	Overhead	\$800.00
	Profit	\$250.00
	Bond & Taxes 5%	<u>\$125.00</u>
		\$2,500.00



Dennis Reeves

 CONTRACTOR

POWER OF ATTORNEY

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

**Jim E. Brashier, Troy P. Wagener, Loren Richard Howell, Jr., Dewey Brashier, Norma J. McMahon,
Kathleen B. Scarborough, Susan Skrmetta**

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** *****Unlimited***** Dollars (\$ ***unlimited***). This Power of Attorney shall expire without further action on December 20, 2017. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of December, 2014.

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

Corporate Seals



By:

[Signature]
Daniel P. Aguilar, Vice President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles SS:

On this 1st day of December, 2014, before me, Maria G. Rodriguez-Wong, a notary public, personally appeared Dan P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature *[Signature]* (Seal)



I, Michael Chalekson, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 26th day of January, 2016.

Corporate Seals



[Signature]

Michael Chalekson, Assistant Secretary

Bond No. 1001043694
Agency No. 17033

**CITY OF GAUTIER,
MISSISSIPPI QUANTITY
ADJUSTMENT**

1. QUANTITY ADJUSTMENT NO. 1
2. PROJECT NO STP-0494-00(008)LPA/106378-701000
3. DATE 2-16-16
4. LPA CITY OF GAUTIER
5. The following changes on the above project, with stations, quantities and items involved, are recommended for the reasons stated in detail:

	Station	Pay Item	Original Quantity	Revised Quantity	Adjusted Quantity	Unit	Unit Price	Extension
1	0+00	202-A001 Removal of Obstructions	1	0	1	L.S.	2,500.00	-2,500.00
Reason: Excavation did not reveal any obstructions.								
2	00+00	907-242-A013 Installation of Pond Fountain (Complete)	5	0	5	Each.	3,500.00	-17,500.00
Reason: The City plans to purchase the Pond Fountains at a later date.								
3	25+00 52+50	907-230-525 Shrub Planting, Relocation	0	79	79	Each.	15.19	1,200.00
Reason: Church and Restaurant complained that their ground mounted signs are being obstructed by the new plantings. These plantings will be relocated to areas within the project boundaries which do not pose a threat to obstruct signage.								
4	25+00 52+50	907-230-527 Tree Planting, Relocation	0	25	25	Each.	100.00	2,500.00
Reason: Church and Restaurant complained that their ground mounted signs are being obstructed by the new plantings. These plantings will be relocated to areas within the project boundaries which do not pose a threat to obstruct signage.								
5								
6								

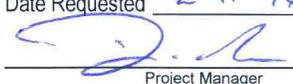
Use only Participating Items for quantity adjustments.

6.	Original Cost Estimate for Project: Dated <u>2/05/2015</u>	\$ <u>503,554.21</u>
7.	Changes by Previous Quantity Adjustment(s) _____	\$ <u>0.00</u>
8.	Changes This Quantity Adjustment <u>QA1</u>	\$ <u>-16,300.00</u>
9.	a. Original Construction Engineering and Contingencies	\$ <u>65,120.79</u>
	b. Less - Total of <u>All</u> Quantity Adjustments to Date	\$ <u>-16,300.00</u>
	c. Less - Construction Engineering Expenses to Date	\$ <u>48,730.54</u>
	d. Equals - Remaining Const. Eng and Contingencies	\$ <u>32,690.25</u>
10.	Revised Total Estimated Cost of Project	\$ <u>503,554.21</u>

Note: If block 9d is less than 0.00, the Revised Estimated Cost (block 10) must be greater than the Original Estimate.

APPROVAL

Date Requested 2-11-16


Project Manager

Date Approved _____

LPA Official