

APPROVED AS TO FORM

Office of the City Attorney

Prepared By: KLM/rd
Requested: Projects Cmte
Presentation on: 03/05/2019
Suspension of Rules: No

RESOLUTION

RESOLUTION AUTHORIZING MAYOR TO EXECUTE AMENDMENT NO. 3
TO AGREEMENT BETWEEN THE CITY OF TUSCALOOSA
AND HARRISON CONSTRUCTION CO., INC.
(A19-0234/A13-1010)

WHEREAS, the City of Tuscaloosa and entered into an agreement for Harrison Construction Co., Inc. to provide construction management and related services for THE EDGE BUSINESS RESOURCE CENTER on or about the 15th day of June 2015; and,

WHEREAS, this Third Amendment shall replace the "Reimbursable Schedule" being Exhibit "A" dated January 26, 2015 in the original contract with a revised Exhibit A, "Reimbursable Schedule" dated February 25, 2019 for calculation of all allowed services including reimbursable expenses to the Construction Manager in and amount not to exceed \$257,070.00; and,

WHEREAS, this proposed Third Amendment was approved on March 5, 2019 by the City Council Public Projects Committee.

NOW, THEREFORE, BE IT RESOLVED BY THE TUSCALOOSA CITY COUNCIL that the Mayor be, and he is hereby, authorized to execute this Third Amendment to the agreement between the City of Tuscaloosa and Harrison Construction Co., Inc., which establishes the total maximum compensation in an amount not to exceed \$541,714.31; and the City Clerk is hereby authorized to attest the same.

FUNDING REQUIRED: Yes No

COUNCIL ACTION

ADECA 2 22817163-13017-20132

Resolution _____
Ordinance _____
Introduced _____
Passed 3-5-19
2nd Reading _____
Unanimous _____
Failed _____
Tabled _____
Amended _____
Comments: _____

By: _____
Chief Financial Officer

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STATE OF ALABAMA)
TUSCALOOSA COUNTY)

**AMENDMENT NO. 3 TO THE AGREEMENT TO FURNISH CONSTRUCTION
MANAGEMENT AND RELATED SERVICES TO THE CITY OF TUSCALOOSA,
ALABAMA FOR THE EDGE BUSINESS RESOURCE CENTER PROJECT
Project No. A19-0234 / A13-1010**

THIS THIRD AMENDMENT to that certain agreement made and entered into by and between the parties on the 15th day of June 2015, is made and entered into by and between Harrison Construction Co., Inc. hereinafter referred to as the "Consultant" and the CITY OF TUSCALOOSA, a Municipal Corporation, hereinafter referred to as the "City." On this the 10th day of March, 2019, as follows:

W-I-T-N-E-S-S-E-T-H:

WHEREAS, the City and the Consultant do hereby enter into this Third Amendment to the contract between the parties on the above date, for and in consideration of the mutual benefits moving each to the other; and,

Exhibit A to the original contract, entitled "Reimbursable Schedule" and dated January 26, 2015 shall be replaced with a revised Exhibit A, "Reimbursable Schedule" which is attached and dated February 25, 2019.

This revised and attached Exhibit A abides by ARTICLE 7. CONSTRUCTION MANAGER'S FEE, D. Reimbursable Expenses, in that the following is still complied with under this Third Contract Amendment: "In no event will the Owner pay reimbursable expenses to the Construction Manager **in excess of \$257,070.00 as set forth in the attached schedule.** All requests for payment of reimbursable expenses must be satisfactorily documented. Construction Manager shall endeavor to keep reimbursable expenses as low as possible."

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment Agreement on the day and year first set forth above.

**CITY OF TUSCALOOSA, A Municipal
Corporation**

BY: _____

Walter Maddox
Mayor Walter Maddox

ATTEST:

Carly

City Clerk

CONSULTANT:
HARRISON CONSTRUCTION CO., INC.

BY: [Signature]

ATTEST:
[Signature]

STATE OF ALABAMA)
TUSCALOOSA COUNTY)

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Walter Maddox, whose name as Mayor of the City of Tuscaloosa, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the within instrument, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 6th day of March, 2019.

[Signature]
Notary Public

My Commission Expires: 2/17/21

STATE OF ALABAMA)
COUNTY OF TUSCALOOSA)

I, Nicki Larimore, a Notary Public in and for said State at Large, hereby certify that Tim Harrison, who is named as President, is signed to the foregoing document, and,

- Who is known to me, or
- Whose identity I proved on the basis of _____, or
- Whose identity I proved on the oath/affirmation of _____, a creditable witness to the signer of the above document and that being informed of the contents of the document, he/she, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 1st day of March, 2019.

[Signature]
Notary Public
Notary Public, Alabama State At Large
My Commission Expires May 16, 2020

My Commission Expires: _____