

GDW

RESOLUTION

RESOLUTION AUTHORIZING CHANGE ORDER NO. 2 FOR
ALBERTA REVITALIZATION INFRASTRUCTURE PHASE 2
(A17-1212)

WHEREAS, heretofore, as a result of competitive bidding or as otherwise authorized by the Alabama Competitive Bid Law, Ala. Code §41-16-50, et seq. (1975) and/or Ala. Code §39-2-1, et seq. (1975), the City of Tuscaloosa awarded a contract for the above-referenced project to GFC Construction, Inc., (Contractor's Name); and,

WHEREAS, it has been determined that a change order to the above-referenced contract is necessary for the following reasons:

Extension of contract time by 70 calendar days due to delays associated with private utilities.

as set forth in the C.O. and accompanying documents); and,

WHEREAS, the Architect, the Engineer for the project, or the City's representative, as the case may be, have/has certified to the Council as per the attached change order request, that said change order is: (Mark applicable category)

- a. Minor change of a total monetary value less than required for competitive bidding.
- b. Changes for matters relatively minor and incidental to the original contract necessitated by unforeseeable circumstances arising during the course of work.
- c. Emergency arising during the course of work.
- d. Change or alternates provided for in the original bidding where there is no difference in price of the Change Order from the original best bid on the Alternate.
- e. Change of relatively minor terms not contemplated when the plans and specifications were prepared and the project was bid, and which are in the public interest and do not exceed ten (10) percent of the Contract Price.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF TUSCALOOSA as follows:

1. That the Mayor be, and he is hereby, authorized to execute that certain change order now before the Council for the above stated project in the amount of \$0 (Change Order Cost), time 70 (Calendar day extension of time), and for the reasons so stated, by and as an act for and on behalf of the City of Tuscaloosa, and the City Clerk is

authorized to attest the same.

2. That the Architect or Engineer or Owner's representative, as the case may be, shall implement this change order and properly document the same pursuant to all applicable contract documents.

FUNDING REQUIRED: Yes No

By: _____

Finance Director

COUNCIL ACTION

Resolution _____ ✓

Ordinance _____

Introduced _____

Passed 7-24-18

2nd Reading _____

Unanimous _____

Failed _____

Tabled _____

Amended _____

Comments: _____

CONTRACT CHANGE ORDER NO. 2

City of Tuscaloosa, Office of the City Attorney

DATE: 06/29/18 PROJECT: ALBERTA REVITALIZATION INFRASTRUCTURE PHASE 2

TO: GFC CONSTRUCTION, INC.
(Contractor)

TERMS: You are hereby authorized, subject to the provisions of your Contract for this Project, to make the following changes thereto in accordance with the attached Change Order Request and supporting documents and to:

FURNISH the necessary labor, materials and equipment to:

- COR#2 -Extension of Contract Time by (70) calendar days due to delays associated with private utilities.

TOTAL ADDITION OR REDUCTION TO CONTRACT PRICE:

(Note: Numbers in parentheses are deductions).

ORIGINAL CONTRACT PRICE	\$	<u>2,284,960.62</u>
LESS CONTINGENCY/ALLOWANCE	\$	<u>0</u>
NET ORIGINAL CONTRACT PRICE	\$	<u>2,284,960.62</u>
Net total of previous Change Orders	\$	<u>53,527.35</u>
Previous revised Contract Price	\$	<u>2,338,487.97</u>
This Change Order No. <u>2</u> <input type="checkbox"/> Add <input type="checkbox"/> Deduct	\$	<u>0</u>
Revised Contract Price this date	\$	<u>2,338,487.97</u>

Extension of time resulting from this Change Order 70 - (Indicate number of calendar days).

The amount of this Change Order will be the responsibility of The City of Tuscaloosa, Alabama

This Contract Modification constitutes full and mutual accord and satisfaction for all time and all cost related to this change. By acceptance of this Contract Modification, the Contractor hereby agrees that the modification represents an equitable adjustment to the Contract, and further, agrees to waive all right to file any further claims or changes arising out of or as a result of this change, or the accumulation of executed Contract Modifications on this Contract.

The Contractor and Owner(s) hereby agree to the terms of this Change Order as contained herein

CONSENT OF SURETY

The Cincinnati Insurance Company
(Company)

By: Anne M. Leslie
Anne M. Leslie - Attorney-In-Fact

RECOMMENDED

By: Walker Associates, Inc.
(Design Engineer or Architect)

CONTRACTING PARTIES

GFC CONSTRUCTION, INC.
(Contractor)

By: John [Signature]
(Authorized Representative)

CITY OF TUSCALOOSA

By: Walter [Signature]
(Mayor)

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Robert W. Poellnitz, Jr.; Walter Wayne Guy; Rick Manasco; Robert G. Plott; W. Geoffrey Plott; Jacob R. Thornell, Jr. and/or Anne M. Leslie

of Tuscaloosa, Alabama its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows: Any such obligations in the United States, up to Fifty Million and No/100 Dollars (\$50,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 1st day of October, 2015.



THE CINCINNATI INSURANCE COMPANY

Signature of Steve A. Justice, Vice President

STATE OF OHIO) ss:
COUNTY OF BUTLER)

On this 1st day of October, 2015, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Signature of Mark J. Huller, Attorney at Law, Notary Public - State of Ohio

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio, this 29th day of June, 2018.



Signature of Scott R. Boen, Secretary

CITY OF TUSCALOOSA
OFFICE OF THE CITY ATTORNEY

**CHANGE
ORDER
REQUEST**

OWNER: CITY OF TUSCALOOSA

ARCHITECT/ENGINEER: WALKER ASSOCIATES, INC.

CONTRACTOR: GFC Construction, Inc.

PROJECT: ALBERTA REVITALIZATION INFRASTRUCTURE
PROJECT PHASE 2

CHANGE ORDER REQUEST NO. 2 DATE: 06/28/2018

1. DESCRIPTION OF CHANGE:

Extend contract by seventy (70) days.

2. CHANGE ORDER COSTS: N/A

Proposal Attached N/A Cost Estimated/Proposal Required

<i>Item</i>	<i>Quantity</i>	<i>Material Unit Price</i>	<i>Labor (Hours)</i>	<i>Labor Unit Price</i>	<i>Sub-Total Cost</i>
a.					
b.					
c.					
d.					
e.					
f.*					
TOTAL:					

*If more than 6 items, provide attachments.

3. INSTITUTED BY: GFC Construction, Inc.

4. JUSTIFICATION OF NEED:

The original completion date for this project was July 2nd and as of June 28th, APCO, Comcast and AT&T still have utility conflicts that are impeding the construction progress in three separate areas. GFC and all subcontractors have completed all work within reason while working around these areas and will have to re-mobilize in order to complete the project. There is still a significant amount of work in these areas which include earthwork, driveways, sidewalks, curb and gutter, landscaping and paving. Due to these delays, we'd like to request an additional 10 weeks (70 days) to be added to currently approved contract time.

5. JUSTIFICATION OF CHANGE ORDER VERSUS COMPETITIVE BIDDING:

N.A

6. COSTS REVIEW:

N.A

7. THIS CHANGE ORDER IS SUBMITTED FOR REVIEW AND APPROVAL AND IS CLASSIFIED AS THE FOLLOWING TYPE:

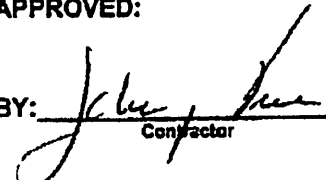
- Minor change of a total monetary value less than required for competitive bidding.
 - Changes for matters relatively minor and incidental to the original contract necessitated by unforeseeable circumstances arising during the course of work.
 - Emergencies arising during the course of work.
 - Change or alternates provided for in the original bidding where there is no difference in price of the Change Order from the original best bid on the Alternate.
 - Change of relatively minor terms not contemplated when the plans and specifications were prepared and the Project was bid and which are in the public interest and do not exceed 10% of the Contract Price.
-

8. EXTENSION OF TIME REQUESTED: Calendar Days: Seventy (70) Calendar Days

RECOMMENDED:

APPROVED:

BY:  - WALKER ASSOCIATES
Tucson's Consulting Engineer/Architect

BY: 
Contractor

BY: _____
City Representative

BY: _____
Owner's Legal Advisor

BY: _____
Owner's Authorized Representative

Memorandum

July 5, 2018

To: Public Projects Committee

From: Brad Matthews
Infrastructure and Public Services

RE: Alberta Parkway Phase II
Project 2016.036

Recommendation

Approval of change order number one with GFC Construction, Inc. The changer order is for an additional 70 days of contract time. There is no additional cost. The contractor has not been able to complete work in areas of the project because of utilities that have not been relocated by Alabama Power, Comcast, and AT&T. Due to the utility delays, the contractor will have to re-mobilize to complete grading, driveways, sidewalk and curb and gutter in these areas before paving the entire project.

Project Description

Phase II will be an extension of the same scope that was constructed in Phases Ia and Ib. Project limits are from Kicker Road to 23rd Avenue East through the Jaycee Park area.

Funding

The budget for the project is \$4,074,421. The funding sources are listed below.

DR1	\$ 867,138
DR2	\$3,067,682
WSRFFI	\$ 124,600
Miracle Grow	\$ 15,000

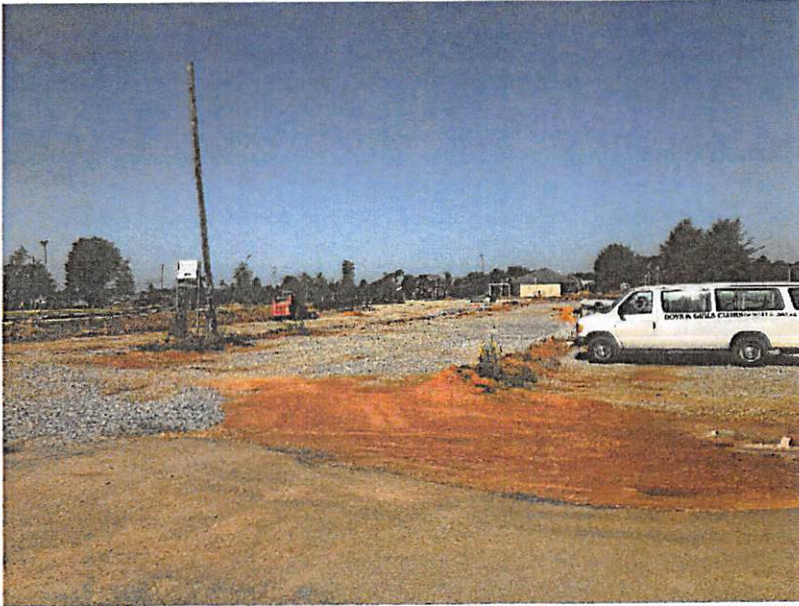


INFRASTRUCTURE & PUBLIC SERVICES

2201 University Blvd. • Tuscaloosa, AL 35401 • Phone 205-248-5890 • Fax 205-248-5769 • City Hall 205-248-5311

TUSCALOOSA.COM

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Grading activities remain in the Northern Parking Lot because of private utilities.



Grading activities remain at 21st Avenue because of private utilities.



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