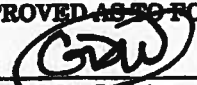


APPROVED AS TO FORM

  
Office of the City Attorney

Prepared By: CAN  
Requested: Projects Cmte.  
Presentation on: 08/04/2015  
Suspension of Rules: NO

## RESOLUTION

### RESOLUTION AUTHORIZING CHANGE ORDER NO. 1 FOR FIRE STATION NO. 4 (TP.06) (A13-0062)

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 Farley & Hysaw Heating & Air Conditioning Company, Inc.; and,

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

Deduct tax.

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 deductive amount of \$3,361.32 (Change Order Cost), time 0 (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 \_\_\_\_\_ 8-4-15  
2<sup>nd</sup> Reading \_\_\_\_\_  
Unanimous \_\_\_\_\_  
Failed \_\_\_\_\_  
Tabled \_\_\_\_\_  
Amended \_\_\_\_\_  
Comments: \_\_\_\_\_

CONTRACT CHANGE ORDER NO. 1

City of Tuscaloosa, Office of the City Attorney

DATE: 29 JUNE 2015 PROJECT: FIRE STATION NO. 4: A11-0894

TO: FARLEY & HYSAW HEATING & AIR CONDITIONING: A13-0062 TP6  
(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:

DEDUCT TAX \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TOTAL ADDITION OR REDUCTION TO CONTRACT PRICE:

(Note: Numbers in parentheses are deductions).

ORIGINAL CONTRACT PRICE	\$ 88,800.00
LESS CONTINGENCY/ALLOWANCE	\$ 0.00
NET ORIGINAL CONTRACT PRICE	\$ 88,800.00
Net total of previous Change Orders	\$ 0.00
Previous revised Contract Price	\$ 88,800.00
This Change Order No. <u>1</u> <input type="checkbox"/> Add <input checked="" type="checkbox"/> Deduct	\$ 3,381.32
Revised Contract Price this date	\$ 85,418.68

Extension of time resulting from this Change Order 0 (Indicate number of calendar days).

The amount of this Change Order will be the responsibility of CITY OF TUSCALOOSA

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

CONTRACTING PARTIES

Granite Re, Inc.  
(Company)  
By: [Signature]  
Julie Tubbs, Attorney-in-Fact  
RECOMMENDED

Farley & Hysaw  
(Contractor)  
By: [Signature]  
(Authorized Representative)

By: REX VERON DESIGNS, LLC  
[Signature]  
(Design Architect)

CITY OF TUSCALOOSA  
By: [Signature]  
(Mayor)

GRANITE RE, INC.  
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

T. GARY FITTS; R. FORREST FITTS; J. DAVID FITTS; CHARLES F. HORTON, JR. TIMOTHY L. DONAHUE; CHERYL CAMAK; JULIE TUBBS its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

T. GARY FITTS; R. FORREST FITTS; J. DAVID FITTS; CHARLES F. HORTON, JR. TIMOTHY L. DONAHUE; CHERYL CAMAK; JULIE TUBBS may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 28<sup>th</sup> day of May, 2015.

STATE OF OKLAHOMA )  
 ) SS:  
COUNTY OF OKLAHOMA )



Kenneth D. Whittington  
Kenneth D. Whittington, President  
Kyle P. McDonald  
Kyle P. McDonald, Treasurer

On this 28<sup>th</sup> day of May, 2015, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:  
August 8, 2017  
Commission #: 01013257



Kathleen E. Carlson  
Notary Public

GRANITE RE, INC.  
Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this  
29th day of June, 20 15



Kyle P. McDonald  
Kyle P. McDonald, Secretary/Treasurer

Bond No. GRAL24438

**CITY OF TUSCALOOSA PUBLIC WORKS CONTRACT DOCUMENTS**

**SECTION SIX  
PERFORMANCE BONDS  
(2012)**

STATE OF ALABAMA        )  
TUSCALOOSA, COUNTY    )

**KNOWN ALL MEN BY THESE PRESENTS, that we, Farley & Hysaw Heating & Air Conditioning Company, Inc. as principal and Granite Re. Inc. (hereinafter called the "Surety"), as surety, do hereby acknowledge ourselves indebted and firmly bound and held unto the City of Tuscaloosa, Alabama, (hereinafter called the "City") a municipal corporation existing under and by virtue of the laws of the State of Alabama, for the use and benefit of those entitled thereto, in the penal sum of NINETY-EIGHT THOUSAND NINE HUNDRED AND NO/100THS Dollars for the payment of which well and truly be made in lawful money of the United States, we do hereby bind ourselves, our successors and assigns and personal representatives, jointly and severally, firmly by the presents.**

**BUT THE CONDITION OF THE FOREGOING OBLIGATION OR BOND IS THIS:**

**WHEREAS, the City has entered into a certain written contract with said Contractor for the Fire Station No.4, Trade Package FB4-S HVAC, in accordance with contract documents therefore on file in the Office of the City Engineer at the price of, to-wit: NINETY-EIGHT THOUSAND NINE HUNDRED AND NO/100THS Dollars (\$98,900.00) as more fully appears in said written contract bearing the date of November 25, 2012, which contract is hereby referred to and made a part hereof to the same extent as if set out herein in full.**

**NOW, THEREFORE, if the Contractor shall fully and faithfully perform all the undertakings and obligations under the said agreement or contract herein before referred to and shall fully indemnify and save harmless the said City from all costs and damages whatsoever which it may suffer by reason of any failure on the part of said Contractor so to do, and shall fully reimburse and repay the said City any and all outlay and expense which it may incur in making good any such default, and shall guarantee all workmanship against defects for a period of one year, this obligation or bond shall be null and void, otherwise it shall remain in full force and effect.**

**And, for value received it is hereby stipulated and agreed that no change, extension of time, alteration or addition to the terms of said agreement or contract or in the work to be performed thereunder or the specifications accompanying the same shall in any wise affect the obligations of the principal or of the surety under this bond, and notice is hereby waived of any such change, extension of time, alternative of or addition to the terms of the agreement or contract or to the work or to the specifications.**

IN WITNESS WHEREOF, the said Contractor has hereunder affixed its signature and said Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers on the 25<sup>th</sup> day of November, 2013.

**Farley & Hysaw Heating & Air Conditioning Company,  
Inc.**  
\_\_\_\_\_  
Principal

By \_\_\_\_\_  
Title

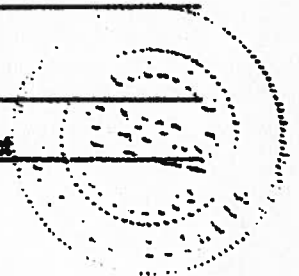
**Granite Ra, Inc.**

Surety

*[Handwritten signature]*

**R. Forrest Fitts, Attorney-in-Fact**  
\_\_\_\_\_  
Title

Attest:  
*[Handwritten signature: Christina Krut]*  
Christina Krut, Surety/Bond  
CSR



# GRANITE RE, INC. GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

T. GARY FITTS; R. FORREST FITTS; J. DAVID FITTS; CHARLES F. HORTON, JR. TIMOTHY L. DONAHUE; CHERYL CAMAK; CHRISTINA KROUT its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC., a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

T. GARY FITTS; R. FORREST FITTS; J. DAVID FITTS; CHARLES F. HORTON, JR. TIMOTHY L. DONAHUE; CHERYL CAMAK; CHRISTINA KROUT may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 3<sup>rd</sup> day of July, 2013.

STATE OF OKLAHOMA )  
  ) SS:  
COUNTY OF OKLAHOMA )



*[Signature]*  
Kenneth D. Whittington, President  
*[Signature]*  
Kyle R. McDonald, Treasurer

On this 3<sup>rd</sup> day of July, 2013, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle R. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they, the said Kenneth D. Whittington and Kyle R. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereon by the order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:  
August 8, 2017  
Commission #: 01013257



*[Signature]*  
Notary Public



### GRANITE RE, INC. Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 2007, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect:

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signature may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced, provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.



*[Signature]*  
Kyle R. McDonald, Secretary/Treasurer

Bond No. GRAL24436

**CITY OF TUSCALOOSA PUBLIC WORKS CONTRACT DOCUMENTS**

**SECTION SEVEN  
LABOR AND MATERIAL BOND  
(2012)**

**KNOWN ALL MEN BY THESE PRESENTS**, that we, Farley & Hyatt Heating & Air Conditioning Company, Inc. (hereinafter called the "Contractor") of PO Box 425, Northport, AL 35476 as principal and Granite Re, Inc. (hereinafter called the "Surety"), as surety, do hereby acknowledge ourselves indebted and firmly bound and held unto the City of Tuscaloosa, Alabama, (hereinafter called the "City"), a municipal corporation, existing under and by virtue of the Laws of the State of Alabama, for the use and benefit of those entitled thereto, in the penal sum of NINETY-EIGHT THOUSAND NINE HUNDRED AND NO/100THS Dollars (\$98,900.00) for the payment of which well and truly to be made in lawful money of the United States, we do hereby bind ourselves, or successors, assigns and personal representatives, jointly and severally, firmly by these presents.

**BUT THE CONDITION OF THE FOREGOING OBLIGATION OR BOND IS THIS:**

**WHEREAS:** the City has entered into a certain written contract with said Contractor for the Fire Station No.4, Trade Package FS4-S HVAC, in accordance with contract documents therefore on file in the Office of the City Engineer at the price of, to-wit: NINETY-EIGHT THOUSAND NINE HUNDRED AND NO/100THS Dollars (\$98,900.00) as more fully appears in said written contract bearing date of November 25, 2013 which contract is hereby referred to and made a part hereof to the same extent as if set out herein in full.

**NOW, THEREFORE**, if said Principal and all subcontractors to whom any portion of the work provided for in said contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payment to all persons supplying him or them with labor, foodstuffs, or supplies for or in the prosecution of the work provided for in such contract, or in any amendment or extension of or addition to said contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on said bond, then the above obligation shall be void; otherwise, it shall remain in full force and effect.

**PROVIDED**, however, that this bond is subject to the following conditions and limitations:

(a) Any person, firm or corporation that has furnished labor, foodstuffs, or supplies for or in the prosecution of the work provided for in said contract, payment for which has not been made, shall have a direct right of action in his or their name or names against the principal and surety on this bond, which right of action shall be asserted in a proceeding, instituted in the county in which the work provided for in said contract is to be performed and in any county in which said Principal or Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Principal and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.



(b) In addition to any other legal mode of service, service of summons and other process in suits on this bond brought in Tuscaloosa County may be had on the Principal or the Surety by leaving a copy of the summons and complaint or other pleading or process, with the Mayor of Tuscaloosa, the chief executive officer of said City; and the Principal and Surety agree to be bound by such mode of service above described and consents that such service shall be the same as personal service on the Principal or Surety.

(c) The Surety shall not be liable hereunder for any damages or compensation recoverable under any workmen's compensation or employer's liability statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said contract.

(e) This bond is given pursuant to the terms of Title 39, Chapter 1, Section 1 of the Ala. Code (1975), and all the provisions of law with reference to this character of bond as set forth in said section or as may hereinafter be enacted are hereby made a part hereof to the same extent as if set out herein in full.

IN WITNESS WHEREOF, the said Contractor has hereunder affixed its signature and said Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers on the 25<sup>th</sup> day of November, 2013.

Farley & Hysaw Heating & Air Conditioning Company,  
Inc.

Principal

By \_\_\_\_\_

Title

Granite Re, Inc.

Surety

By \_\_\_\_\_

R. Forrest Fitts, Attorney-in-Fact

Title

Attest:

*Christina Krout*

Christina Krout, Surety/Bond  
CSR

GRANITE RE, INC.  
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

T. GARY FITTS; R. FORREST FITTS; J. DAVID FITTS; CHARLES F. HORTON, JR. TIMOTHY L. DONAHUE, CHERYL CAMAK; CHRISTINA KROUT its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

T. GARY FITTS; R. FORREST FITTS; J. DAVID FITTS; CHARLES F. HORTON, JR. TIMOTHY L. DONAHUE; CHERYL CAMAK; CHRISTINA KROUT may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 3<sup>rd</sup> day of July, 2013.

STATE OF OKLAHOMA )  
                              ) SS:  
COUNTY OF OKLAHOMA )



Kenneth D. Whitington, President  
  
Kyle P. McDonald, Treasurer

On this 3<sup>rd</sup> day of July, 2013, before me personally came Kenneth D. Whitington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whitington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each know the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so used by order of the Board of Directors of said corporation, and that they signed their name thereto by his order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:  
August 6, 2017  
Commission # 01013257



Notary Public

GRANITE RE, INC.  
Certificate

THE UNDERSIGNED, being the duly elected and being Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1997, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the Company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced, provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.



Kyle P. McDonald, Secretary/Treasurer