

APPROVED AS TO FORM

GDW  
Office of the City Attorney

Prepared By: CWE  
Requested: Projects Committee  
Presentation on: 2/7/17  
Suspension of Rules: \_\_\_\_\_

RESOLUTION

RESOLUTION AUTHORIZING CHANGE ORDER NO. 2 FOR  
JUANITA DRIVE IMPROVEMENT PROJECT  
(A15-1090)

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 Dominion Construction Company, Inc.; and,

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

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 \$26,270.10 (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

CONTRACT CHANGE ORDER NO. 2

City of Tuscaloosa, Office of the City Attorney

DATE: 1/12/17 PROJECT: Juanita Drive Improvement Project

TO: Dominion Construction Company, 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:

Project Closeout Balancing Change Order (see attached)

TOTAL ADDITION OR REDUCTION TO CONTRACT PRICE:

(Note: Numbers in parentheses are deductions).

Table with 2 columns: Description and Amount. Rows include ORIGINAL CONTRACT PRICE (\$1,021,508.57), LESS CONTINGENCY/ALLOWANCE (\$0.00), NET ORIGINAL CONTRACT PRICE (\$1,021,508.57), Net total of previous Change Orders (\$28,675.83), Previous revised Contract Price (\$1,050,184.40), This Change Order No. 2 (Add/Deduct) (\$26,270.10), Revised Contract Price this date (\$1,023,914.30).

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 Owner

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

Hudson Insurance Company (Company)

By: Julie Tubbs, Attorney-in-Fact

By: Neel-Schaffer, Inc. (Design Engineer or Architect)

CONTRACTING PARTIES

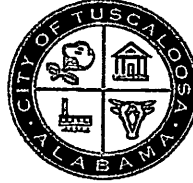
Dominion Construction Company, Inc (Contractor)

By: (Authorized Representative)

CITY OF TUSCALOOSA

By: (Mayor)

JUANITA DRIVE IMPROVEMENTS PROJECT  
 PROJECT NO. A12-1409  
 DOMINION CONSTRUCTION  
 BALANCING CHANGE ORDER SPREADSHEET  
 LICENNSE NO. 44290



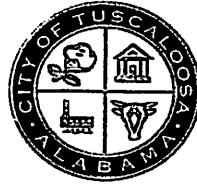
NO.	QUAN.	UNIT	ITEM			Overall Total Installed		Difference From Original Quantities	
						QUAN	TOTAL COST	QUAN	TOTAL COST
<b>C. STORM DRAIN IMPROVEMENTS</b>									
1	72	L.F.	18" RCP, CLIII	\$97.88	\$7,047.36	132	\$12,920.16	60	\$5,872.80
2	80	L.F.	18" RCP, CLIII, on ALDOT R.O.W.	\$80.74	\$6,459.20	77	\$6,216.98	-3	-\$242.22
3	485	L.F.	24" RCP CLIII	\$81.26	\$39,411.10	469	\$38,110.94	-16	-\$1,300.16
4	48	L.F.	36"x23" RCAP, CLIII	\$119.42	\$5,732.16	42	\$5,015.64	-6	-\$716.52
5	187	L.F.	44"x27" RCAP, CLIII	\$106.26	\$19,870.62	180	\$19,126.80	-7	-\$743.82
6	1	Each	J. Box	\$11,621.00	\$11,621.00	1	\$11,621.00	0	\$0.00
7	5	Each	Single Wing "S" Inlets	\$2,879.00	\$14,395.00	5	\$14,395.00	0	\$0.00
8	1	Each	Single Wing "S" Inlet on ALDOT R.O.W.	\$2,879.00	\$2,879.00	1	\$2,879.00	0	\$0.00
9	3	Each	Double Wing "S" Inlets	\$3,029.00	\$9,087.00	3	\$9,087.00	0	\$0.00
10	1	Each	24" Precast Flared End Section	\$798.00	\$798.00	1	\$798.00	0	\$0.00
11	1	Each	36"x23" Precast Flared End Section	\$967.00	\$967.00	1	\$967.00	0	\$0.00
12	1	Each	44"x2" Precast Flared End Section	\$1,223.00	\$1,223.00	1	\$1,223.00	0	\$0.00
13	143	L.F.	Concrete Trapezoidal Ditch	\$59.45	\$8,501.35	180	\$10,701.00	37	\$2,199.65
14	1	Each	Tie to Existing Inlet-University Blvd	\$1,200.00	\$1,200.00	1	\$1,200.00	0	\$0.00
15	23	S.Y.	CLII Rip-Rap	\$54.00	\$1,242.00	0	\$0.00	-23	-\$1,242.00
<b>D. SANITARY SEWER IMPROVEMENTS</b>									
1	1851	L.F.	8" SDR 26 PVC Sanitary Sewer Main - Various Depths	\$87.46	\$161,888.46	1789	\$156,465.94	-62	-\$5,422.52
2	81.4	V.F.	48" Dia. Precast Manholes	\$185.69	\$15,115.17	86	\$15,969.34	5	\$854.17
3	19.8	V.F.	48" Dia. Precast Manholes - Dog House	\$707.08	\$14,000.18	19.8	\$14,000.18	0	\$0.00
4	2.7	V.F.	8" SDR 26 Drop	\$371.00	\$1,001.70	2.7	\$1,001.70	0	\$0.00
5	14	Each	Rings/Covers	\$256.00	\$3,584.00	14	\$3,584.00	0	\$0.00
6	1,040	L.F.	4" SDR 26 Sanitary Sewer Laterals - Various Depths	\$38.00	\$39,520.00	927	\$35,226.00	-113	-\$4,294.00
7	40	Each	8"x4" and 1/8th Bends - SDR 26 PVC	\$75.00	\$3,000.00	39	\$2,925.00	-1	-\$75.00
8	42	Each	A/T Plugs - 4"	\$60.91	\$2,558.22	16	\$974.56	-26	-\$1,583.66
9	3	Each	A/T Plugs - 8"	\$109.00	\$327.00	1	\$109.00	-2	-\$218.00
10	45	Each	Magnetic Locators	\$21.00	\$945.00	13	\$273.00	-32	-\$672.00
11	45	Each	Markers (66"x3 3/4") "Caution Sewer"; Green Fiberglass	\$26.00	\$1,170.00	0	\$0.00	-45	-\$1,170.00
12	1	L.S.	By-Pass Pumping - as required.	\$3,900.00	\$3,900.00	1	\$3,900.00	0	\$0.00
13	497	L.F.	"CIPP, 8" Sewer Across School Site	\$52.22	\$25,953.34	489	\$25,535.58	-8	-\$417.76
14	1	Each	Tie to Existing Manhole C-1.	\$1,500.00	\$1,500.00	1	\$1,500.00	0	\$0.00

JUANITA DRIVE IMPROVEMENTS PROJECT  
 PROJECT NO. A12-1409  
 DOMINION CONSTRUCTION  
 BALANCING CHANGE ORDER SPREADSHEET  
 LICENNSE NO. 44290



NO.	QUAN.	UNIT	ITEM			Overall Total Installed		Difference From Original Quantities	
						QUAN	TOTAL COST	QUAN	TOTAL COST
<b>WATER DISTRIBUTION &amp; FIRE PROTECTION SYSTEM</b>									
1	1	L.S.	Bore Pit & Bore Receiving Pit	\$1,250.00	\$1,250.00	1	\$1,250.00	0	\$0.00
2	90	L.F.	Bore & Jack 16" Steel Casing	\$216.91	\$19,521.90	90	\$19,521.90	0	\$0.00
3	1	Each	12"x8" Hot Tap with Tapping Saddle & Valve	\$3,443.00	\$3,443.00	1	\$3,443.00	0	\$0.00
4	1,026	L.F.	2" Sch. 40 PVC Water Main	\$14.80	\$15,184.80	1103	\$16,324.40	77	\$1,139.60
5	287	L.F.	6" DI, CL350 Water Main	\$35.54	\$10,199.98	234	\$8,316.36	-53	-\$1,883.62
6	1,640	L.F.	8" DI, CL350 Water Main	\$39.14	\$64,189.60	1510	\$59,101.40	-130	-\$5,088.20
7	1	L.S.	2" Sch. 40 PVC Fittings	\$10,350.00	\$10,350.00	1	\$10,350.00	0	\$0.00
8	1	L.S.	6" DI, CL350 Fittings	\$1,292.00	\$1,292.00	1	\$1,292.00	0	\$0.00
9	1	L.S.	8" DI, CL350 Fittings	\$3,389.00	\$3,389.00	1	\$3,389.00	0	\$0.00
10	1	Each	Tie to Existing 8" DI, School Site	\$1,500.00	\$1,500.00	1	\$1,500.00	0	\$0.00
11	2	Each	Ties to Existing 6" DI, Sta. 21+60 +/- & Sta. 36+80 +/-, Juanita Drive	\$1,500.00	\$3,000.00	2	\$3,000.00	0	\$0.00
12	4	Each	2" Gate Valves & Boxes	\$382.43	\$1,529.72	4	\$1,529.72	0	\$0.00
13	4	Each	6" Gate Valves & Boxes	\$635.67	\$2,542.68	4	\$2,542.68	0	\$0.00
14	2	Each	6" Gate Valves & Boxes on Existing 6" DI	\$650.00	\$1,300.00	0	\$0.00	-2	-\$1,300.00
15	5	Each	8" Gate Valves & Boxes	\$905.12	\$4,525.60	5	\$4,525.60	0	\$0.00
16	4	Each	2" Taps	\$457.22	\$1,828.88	4	\$1,828.88	0	\$0.00
17	3	Each	2" Blow Off Assemblies (as per details)	\$988.58	\$2,965.74	3	\$2,965.74	0	\$0.00
18	2	Each	Fire Hydrant Assemblies (as per details)	\$2,988.91	\$5,977.82	2	\$5,977.82	0	\$0.00
19	44	Each	Remove/Reset Existing Meters - Includes taps to new mains with copper service piping & fittings (as per details). Reset existing meters.	\$650.00	\$28,600.00	43	\$27,950.00	-1	-\$650.00
<b>EROSION CONTROL, SITE MAINTENANCE &amp; GRASSING/SOD</b>									
1	1	L.S.	Erosion Control Measures - As Per Plans and Best Management Practices. Contractor To Be Responsible For Any and All Erosion Control Measures.	\$22,000.00	\$22,000.00	1	\$22,000.00	0	\$0.00
2	392	C.Y.	Topsoil - 4" Thick	\$20.00	\$7,840.00	392	\$7,840.00	0	\$0.00
3	525	S.Y.	Sod	\$5.00	\$2,625.00	2750	\$13,750.00	2225	\$11,125.00
<b>TRAFFIC CONTROL MEASURES</b>									
1	1	L.S.	Traffic Control measures - Includes control on ALDOT R.O.W. on University Boulevard, and within project area.	\$12,250.00	\$12,250.00	1	\$12,250.00	0	\$0.00
<b>SIGNAGE &amp; STRIPING</b>									
1	1	L.S.	Signage & Striping - Includes both on ALDOT R.O.W., and within project area.	\$13,000.00	\$13,000.00	1	\$13,000.00	0	\$0.00

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 BALANCING CHANGE ORDER SPREADSHEET  
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NO.	QUAN.	UNIT	ITEM			Overall Total Installed		Difference From Original Quantities	
						QUAN	TOTAL COST	QUAN	TOTAL COST
<b>MISCELLANEOUS ITEMS</b>									
1	100	L.F.	6" Under Drain (if required)	\$14.00	\$1,400.00	0	\$0.00	-100	-\$1,400.00
*2	0	C.Y.	Undercut/Backfill using Off-Site Material (if required).	\$100.00	\$0.00	0	\$0.00	0	\$0.00
3	100	C.Y.	#57 Stone in Trench (if required).	\$37.00	\$3,700.00	117	\$4,329.00	17	\$629.00
4	1	Each	Project Sign as Per Detail	\$600.00	\$600.00	0	\$0.00	-1	-\$600.00
				<b>TOTAL/BASE[BID]</b>					
<b>ALTERNATE #1</b>									
1	1,266	L.F.	5' Sidewalk - To be field measured. Does not include 21ea of concrete drive replacements.	\$16.24	\$20,559.84	1068	\$17,344.32	-198	-\$3,215.52
2	4	Each	H/C Ramps	\$1,650.00	\$6,600.00	7	\$11,550.00	3	\$4,950.00
				<b>TOTAL/BID/ALTERNATE #1</b>					
<b>CHANGE ORDER NEW ITEMS</b>									
1	870	C.Y.	Undercut/Backfill Replacement	\$60.00	\$52,200.00	739	\$44,340.00	-131	-\$7,860.00
2	627	S.Y.	Stabilizing Fabric	\$2.25	\$1,410.75	905	\$2,036.25	278	\$625.50
				<b>Overall Total</b>	<b>\$1,050,184.40</b>	<b>Overall Total Installed</b>	<b>\$1,023,914.30</b>	<b>Overall Adjusted Total</b>	<b>-\$26,270.10</b>

\*Change Order 1 Modified Quantities

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6. COSTS REVIEW:

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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.
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8. EXTENSION OF TIME REQUESTED: Calendar Days:  
None

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RECOMMENDED:

APPROVED:

BY: John Luman - Neel-Schiffe, Inc.  
Tuscaloosa's Consulting Engineer/Architect

BY: [Signature]  
Contractor

BY: WDSheelby  
City Representative

BY: \_\_\_\_\_  
Owner's Legal Advisor

BY: \_\_\_\_\_  
Owner's Authorized Representative






PO Box 70  
Duncanville, Alabama 35456  
205-342-2030  
205-345-6130

## Warranty

**Dominion Construction Co., Inc.** shall and hereby does warrant that all materials and workmanship executed by **Dominion Construction Co., Inc.** on **Juanita Drive Improvements Project** shall be of the quality, quantity and character specified and shown, and that any defect due to non-compliance by **Dominion Construction Co., Inc.** within the project discovered and made known to **Dominion Construction Co., Inc.** within **one (1) year** after **September 20, 2016** (date of substantial completion) shall be made good by **Dominion Construction Co., Inc.** without additional expense to the Owner, provided such defects or failures are not due to abuse, neglect or lack of reasonable and ordinary maintenance.

### Dominion Construction Co., Inc.

Company

BY:  1-12-17  
Signature/Date

Michael Free  
Printed Name

Title: President

Sworn and subscribed before me a Notary this 12 day of January, 2017.

 1-12-17  
Notary Signature/Date

Brandy G. Ethridge  
Printed Name



My Commission Expires July 23, 2019





STATE OF ALABAMA )  
TUSCALOOSA COUNTY )  
CITY OF TUSCALOOSA )

CONTRACTOR'S RELEASE OF LIENS AND CLAIMS  
Project No. A12-1409

THIS Contractor's Release of Liens and Claims is made in accordance with that certain contract between the CITY OF TUSCALOOSA, ALABAMA, a Municipal Corporation, (hereinafter the "City") and Dominion Construction Company, Inc (hereinafter the "Contractor" or undersigned), for a project known as Juanita Drive Improvements Project in regard to which the undersigned warrants and certifies to the City as follows:

1. That there are no amounts owed by the undersigned or any tier of subcontractor or supplier of the undersigned which could become the basis for a lien or suit against the properties of the Contractor or the property of the City or any funds held by or in the possession of the City in regard to the Project.
2. That the undersigned has satisfied all claims and indebtedness of every nature in any way connected with the work, including (but not limited to) all payrolls, amounts due to subcontractors, accounts for labor performed and materials furnished, incidental services, liens and judgments.
3. In consideration of the receipt by the undersigned from the City of final payment under the above mentioned contract, the undersigned hereby waives and relinquishes all liens and claims of lien which the undersigned may have against the aforesaid property or funds; and further, undersigned also hereby remises, releases and forever discharges the City, its officers, agents and employees, of any and all claims, demands and causes of action whatsoever which the undersigned has, might have or could have against the City by reason of or arising out of the above-mentioned contract. The undersigned further agrees to indemnify and hold the City, its officers, agents and employees harmless against any and all claims or demands from subcontractors or suppliers arising out of the aforementioned contract.

IN WITNESS WHEREOF, the undersigned has duly executed this release this the 12 day of January, 2017.

CONTRACTOR:  
Dominion Construction Company, Inc

BY: [Signature]  
TITLE: President

I, Michael Free, after being duly sworn, depose and say as follows: That I am the President of the Dominion Construction Corporation and hereby certify that I am duly authorized to execute this Contractor's Release of Liens and Claims.

STATE OF ALABAMA )  
TUSCALOOSA COUNTY )  
Sworn to and subscribed before me on this  
the 12 day of January, 2017.

[Signature]  
Notary Public  
**My Commission Expires July 23, 2019**

CONSENT OF SURETY:  
Hudson Insurance Company  
SURETY

BY: [Signature]  
ATTORNEY-IN-FACT FOR SURETY  
Julie Tubbs, Attorney-in-Fact

CITY OF TUSCALOOSA PUBLIC WORKS

AMERICAN  
OVERSEAS  
CORPORATION

AMERICAN OVERSEAS CORPORATION  
MEMORANDUM

TO: THE BOARD OF DIRECTORS  
FROM: [Illegible Name]  
SUBJECT: [Illegible Subject]

[Illegible text paragraph]

[Illegible text paragraph]

[Illegible text paragraph]

[Illegible text paragraph]

[Illegible text paragraph]

[Illegible text paragraph]

[Illegible text paragraph]

[Illegible text paragraph]

[Illegible text paragraph]

My Commission Expires July 23, 2019





POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint:

Joseph D. Pitts, Richard R. Pitts, Charles F. Horton, Jr., Cheryl A. Camak, Timothy L. Donahue and Julie Tubbs

its true and lawful Attorney(s)-in-Fact, as New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of Ten Million Dollars (\$10,000,000.00).

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary. Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Executive Vice President thereunto duly attested by this 27th day of July, 2012 at New York, New York.

HUDSON INSURANCE COMPANY

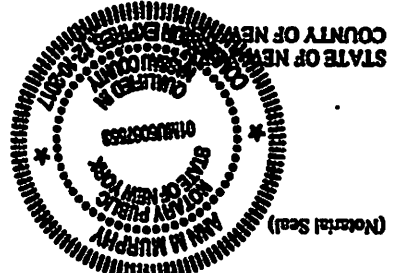
By: Christopher T. Suarez, Executive Vice President

Attest: Dina Desakalski, Assistant Corporate Secretary

STATE OF NEW YORK, COUNTY OF NEW YORK, SS.

On the 27th day of July, 2012 before me personally came Christopher T. Suarez to me known, who being by me duly sworn did depose and say that he is an Executive Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

ANN M. MURPHY, Notary Public, State of New York, No. 01MNU6067553, Qualified in Nassau County, Commission Expires December 10, 2017



CERTIFICATION

The undersigned Dina Desakalski hereby certifies: That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and to recognize, whether made by this Company as surety hereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognition, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether hereafter or hereafter, being hereby adopted by the Company as the original manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said

By: Dina Desakalski, Assistant Corporate Secretary, 12th day of January, 2012

