

APPROVED AS TO FORM

  
Office of the City Attorney

Prepared By: CWE  
Requested: Projects Committee  
Presentation on: 5/30/17  
Suspension of Rules: No

RESOLUTION

RESOLUTION AUTHORIZING CHANGE ORDER NO. 1 FOR  
PRINCE AVENUE IMPROVEMENTS  
(A15-0257)

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 Cornerstone Civil Contractors, LLC, and,

WHEREAS, it has been determined that a change order to the above-referenced contract is necessary for the following reasons:  
Reflect final line item quantities and cost. The balancing change order is required to authorize payment to finalize costs for project closeout. This will be a deductive 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 \$17,970.22 (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

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By: \_\_\_\_\_  
Finance Director

COUNCIL ACTION

Resolution \_\_\_\_\_ ✓  
Ordinance \_\_\_\_\_  
Introduced \_\_\_\_\_  
Passed \_\_\_\_\_ 5-30-17  
2<sup>nd</sup> Reading \_\_\_\_\_  
Unanimous \_\_\_\_\_  
Failed \_\_\_\_\_  
Tabled \_\_\_\_\_  
Amended \_\_\_\_\_  
Comments: \_\_\_\_\_

CONTRACT CHANGE ORDER NO. 1

City of Tuscaloosa, Office of the City Attorney

DATE: 04/27/2017 PROJECT: Project A15-0257 – Prince Avenue Improvements

TO: Cornerstone Civil Contractors, LLC (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:

Reflect final line item quantities and costs. The balancing change order is required to authorize payment to finalize costs for project closeout. This will be a deductive change order.

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 (\$1,565,440.50), LESS CONTINGENCY/ALLOWANCE (\$0), NET ORIGINAL CONTRACT PRICE (\$1,565,440.50), Net total of previous Change Orders (\$0), Previous revised Contract Price (\$1,565,440.50), This Change Order No. 1 (Add/Deduct) (\$17,970.22), Revised Contract Price this date (\$1,547,470.28).

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 Travelers Casualty and Surety Company of America (Company)

By: Charles F. Horton, Jr. (Attorney-in-Fact)

RECOMMENDED Burk-Kleinpeter, Inc. (Design Engineer or Architect)

CONTRACTING PARTIES Cornerstone Civil Contractors, LLC (Contractor)

By: (Authorized Representative)

CITY OF TUSCALOOSA Walter M. May (Mayor)



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 230377

Certificate No. 007022628

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Timothy L. Donahue, T. Gary Fitts, J. David Fitts, Charles F. Horton Jr., R. Forrest Fitts, Cheryl Camak, Julie Tubbs, and Chris Davidson

of the City of Tuscaloosa, State of Alabama, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

The authority granted hereunder to sign, execute, seal and acknowledge any individual bond, recognizance, conditional undertaking, and other writing obligatory in the nature thereof is limited to the sum of TEN MILLION (\$10,000,000.00) DOLLARS per bond.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 24th day of October, 2016.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 24th day of October, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2021.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 27th day of April, 2017.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

CITY OF TUSCALOOSA  
OFFICE OF THE CITY ATTORNEY

**CHANGE  
ORDER  
REQUEST**

OWNER: CITY OF TUSCALOOSA

ARCHITECT/ENGINEER: BURK-KLEINPETER, INC.

CONTRACTOR: CORNERSTONE CIVIL CONTRACTORS, LLC

PROJECT: A15-0257 – PRINCE AVENUE IMPROVEMENTS

CHANGE ORDER REQUEST NO. 1 DATE: 04/27/2017

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**1. DESCRIPTION OF CHANGE:**

The final summary change order is needed to reflect final line item quantities and costs. The balancing change order is required to authorize payment to finalize costs for project closeout. This will be a deductive change order.

**2. CHANGE ORDER COSTS:** \$-17,970.22

Proposal Attached See attached final quantities Cost Estimated/Proposal Required

\*If more than 6 items, provide attachments.

**3. INSTITUTED BY:** Burk-Kleinpeter, Inc.

**4. JUSTIFICATION OF NEED:** The final summary or balancing change order is needed to reflect final line item quantities and costs. It is needed for project closeout and will be a deductive change order.

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**5. JUSTIFICATION OF CHANGE ORDER VERSUS COMPETITIVE BIDDING:** N/A –  
Deductive Change Order

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**6. COSTS REVIEW:** N/A – Deductive Change Order

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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.

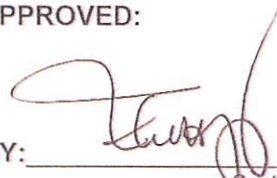
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**8. EXTENSION OF TIME REQUESTED: Calendar Days: 0**

**RECOMMENDED:**

**APPROVED:**

BY:   
Tuscaloosa's Consulting Engineer/Architect

BY:   
Contractor

BY: \_\_\_\_\_  
City Representative

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

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