

File ID: TMP-5686

Cover Memo

Meeting Type: City Council Regular Meeting Meeting Date: 7/10/2025

Department: General Services

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to execute Change Order No. 2 to Pearce Construction Company, Inc. for the HPD Crime Scene Investigation Building and Warehouse.

Resolution No.

Finance Information:

Account Number: 4017-14-00000-522019-00000000

City Cost Amount: \$78,398.77

Total Cost: \$9,808,809.69

Special Circumstances:

Grant Funded: NONE

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

 Address:
 815 Wheeler Avenue

 District:
 District 1 □
 District 2 □
 District 3 □
 District 4 ⊠
 District 5 □

Additional Comments:

Change Order No. 2 to include the following changes; Provide mixing valves at 3 hose reels, Provide 110 volt, 20 amp circuit to feed chem exhaust hood, Install chain link fence in Vehicle Storage, Provide and install warehouse shelving racks and equipment, including hardware. Change order to include time extension of 14 days to Contract.

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, and the Mayor that the contract with Pearce Construction Company, Inc. for Construction Services for the Huntsville Crime Scene Investigation Building and Warehouse, located at 815 Wheeler Avenue, Huntsville, Alabama, approved and executed by the City of Huntsville, Huntsville, Alabama on the 25th day of April 2024, be and the same is hereby amended as is reflected on Change Order Number 1 attached hereto.

BE IT FURTHER RESOLVED that the total contract amount be hereby is amended from Nine Million Seven Hundred Thirty Thousand Four Hundred Ten Dollars and 92/100s (\$9,730,410.92), to Nine Million Eight Hundred Eight Thousand Eight Hundred Nine Dollars and 69/100s (\$9,808,809.69) on behalf of the City of Huntsville, a municipal corporation in the State of Alabama to including this Change Order Number 2 in the amount of Seventy-Eight Thousand Three Hundred Ninety-Eight Dollars and 77/100s (\$78,398.77), said Change Order is substantially in word and figures as attached hereto and identified as <u>"Change Order Number 2 to the contract between City of Huntsville and Pearce Construction Company, Inc. for the construction services at the Huntsville Crime Scene Investigation Building and Warehouse consisting of eight pages (8) together with the signature of the City Council President and an executed copy of said document being permanently kept on file in the office of the City Clerk Treasurer of the City of Huntsville, Alabama.</u>

ADOPTED this the <u>10th</u> day of <u>July</u>, 2025.

President of the City Council of the City of Huntsville, Alabama

APPROVED this the <u>10th</u> day of <u>July</u>, 2025.

Mayor of the City of Huntsville, Alabama

CITY OF HUNTSVILLE, ALABAMA

CONTRACT CHANGE ORDER

CHANGE ORDER NO. 02

DATE: 06/24/2025 PROJECT: Crime Scene Investigation Building and Warehouse TO: Pearce 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 CMR's #9R1; #10; #14, #15 (Description of work to be done or changes to be made)

TOTAL ADDITION OR DEDUCTION TO CONTRACT PRICE (NOTE: Numbers in parentheses are deductions).

For this Change \$78,398.77	S
ORIGINAL CONTRACT PRICE	\$ 9,671,162.00
Net total previous Change Orders	\$ 59,248.92
Previous revised Contract Price	\$ 9,730,410.92
This Change Order No. 02 (ADD DEDUCT)	\$ 78,398.77
Revised Contract Price this date	\$ 9,808,809,69

Extension of time resulting from this Change Order 14 (Indicate no. of calendar days).

The amount of this Change Order will be the responsibility of Contractor

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 father 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

Fidelity & Deposit Com	pany of Maryland		Pearce Construction Compan, INc.
(Company)	McCoy,	Digitally signed by McCoy, Claudia (MMA)	(Contractor)
By Claudia C. McCoy	(MMA) Claudia (MMA)	DN: cn=McCoy, Claudia (MMA), ou=HUN Date: 2025.06.23.13.55.4605'00'	By BRIML
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RECOMMENDED
By Mull Mologu- (Design Engineer or Architect
(Design Engineer or Architect)
By Mischeil
(COH Facilities Project Manager)
By Rel Ewilk - JR - 483
(Dimension of Course 1 C

(Director of General Services)

(Authorized Representative)

(Authorized Representative)

CITY OF]	HUNTSV	ILLE, A	ALABAMA
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By (Its Mayo	r)	-	
By			
[Presiden]	t of City Co	uncil)	
Date July	10, 2025		

The parties agree that any form of electronic signature, including but not limited to signatures via facsimile, scanning, or electronic mail, may substitute for the original signature and shall have the same legal effect as the original signature.

ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Claudia C. MCCOY, Frederick M, LANIER, Johnny OSBORNE, Steven D. MCCURRY, Blake STEPHENSON, Lisa D. ROSSETTI, Patricia D. RODGERS, Craig HERR, Margaux STONE, Mary RAINOSEK, Ava BLEVINS, Lauren MCMICKEN, Patricia MIDDLETON, of Huntsville, Alabama, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 10th day of November, A.D. 2023.



ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray Vice President

By: Dawn E. Brown Secretary

State of Maryland County of Baltimore

On this 10th day of November, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, <u>Attorneys-in-Fact</u>. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 24th day of June, 2025.



Thomas O. McClellan Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims 1299 Zurich Way Schaumburg, IL 60196-1056 reportsfclaims@zurichna.com 800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

	LONTRACT MODIFICA		9R1
DATE:	5/2/2025	CMR NUMBER:	981
PROJECT:	COH HPD CSI Building and Warehous	e	
OWNER:	CITY OF HUNTSVILLE		
ARCHITECT:	Nola VanPeursem Architects, PC		
CONTRACTOR:	PEARCE CONSTRUCTION COMPAN	NY, INC.	
DESCRIPTION OF (HANGE (BY GENERAL CONTRACTO	R):	
Provide and install w	archouse shelving/racks and equipment.	Material pricing based on o	quotes furnished to
PCC and are subject	to change based on the actual order date	All hardware (fasteners) as	noted on quotes. No
additional hardware	included. Freestanding shelving not atta	ched to the floors/walls.	
1. TOTAL COST (C	ONTRACTOR TO ATTACH DETAILED B	REAKDOWN):	\$55,857.52
	ON IN CALENDAR DAYS (ATTACH JUS		14
	THIS CHANGE AFFECTS THE CRITICA	L PATH OF THE PROJECT	
3. SUBMITTED BY		Bruce Mullin	
	CONTRACTOR	Orace matter	-
	ARCHITECT	mugh	
BOTTOM	I SECTION TO BE FILLED OUT BY CI	TY OF HUNTSVILLE REPR	ESENTATIVE
4. INITIATED BY:	OUNER		
5. OWNER'S CLAS	SIFICATION:		
CONTR	ACT MODIFICATION DUE TO:		
	VALUE ENGINEERING OR COST REDUCTI	UN	
	CHANGES IN PROJECT SCOPE OF WORK		
	OWNER REQUESTED UPGRADE		
	TECHNICAL COORDINATION		
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	DEPARTMENT HEAD (GS)	Plo Ewilk - JR	
		S DOCUMENT IS AN ACKNOWLEDGE	MENT BY THESE DESIGNATED
***THIS ENECUTED FORM DOES NOT CONSTITUTE A CHANGE ORDER. THIS DOCUMENT IS AN ACKNOWLEDGEMENT BY THESE DESIGNATED REPRESENTATIVES THAT THEY RECOMMEND TO THE CITY OF HUNTSVILLE'S CITY COUNCIL TO APPROVE THE CHANGE IN CONTRACT			
SUM, SCOPE AND	OR TIME STATED HEREIN, THE CITY OF HUNTSVILL	E'S CITY COUNCIL MUST APPROVE	ALL CHANGE ORDERS.***

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

		ACATION REQUEST	
DATE:	4/28/2025	CMR NUMBER:	10
PROJECT:	COH HPD CSI Building and Ware	house	
OWNER:	CITY OF HUNTSVILLE		
ARCHITECT:	Nola VanPeursem Architects, PC		
CONTRACTOR:	PEARCE CONSTRUCTION COM	IPANY, INC.	
DESCRIPTION OF	CHANGE (BY GENERAL CONTRAC		
	ncing in Vehicle Evidence Storage 20		
	6		
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	CONTRACTOR	Bruce Mul	lin
В	ARCHITECT	Frank	n
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	DEPARTMENT HEAD (GS)	Plb Pwik-r	
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	HAT THEY RECOMMEND TO THE CITY OF HUN		
	R TIME STATED HEREIN. THE CITY OF HUNTS		

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST	CONTRACT	MODIFICATION	REQUEST
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OWNER: CITY OF HUNTSVILLE ARCHITECT: Nola VanPeursem Architeets, PC CONTRACTOR: PEARCE CONSTRUCTION COMPANY, INC. DESCRIPTION OF CHANGE (BY CENERAL CONTRACTOR): Provide 110 volt, 20 amp circuit to feed the chem exhaust hood fan located above the cetiling in Fume Exhaust 113 113 I. TOTAL COST (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): \$1,288.00 2. TIME EXTENSION IN CALENDAR DAYS (ATTACH JUSTIFICATION): 0 THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT 3. SUBMITTED BY: A. CONTRACTOR B. ARCHITECT Juny Mullin ***BOTTOM SECTION TO BE FILLED OUT BY CITY OF HUNTSVILLEREPRESENTATIVE*** 4. INITIATED BY: Contractor CONTRACT MODIFICATION DUE TO: VALUE ENADERING OR COST REDUCTION X. CHANGES IN PROJECT SCOPE OF WORK OWNER REQUESTED UPGRADE UNFORFSEN CONDITIONS X. TECHNICAL COORDINATION 6. THIS CHANGE OF A MONETARY VALUE AND NOT REQUIRED FOR COMPETITIVE BIDDING. CHANGES TO THE ORDIRAL CONTRACT NECESSITATED BY UNFORESEEABLE CIRCUMSTANCES ARISING DURING THE COURSE OF THE WORK CHANGE FOR ALTERNATES PROVIDED FOR IN THE ORGINAL BIDDING WHERE THERE IS NO DIFFRENCE IN PRICE OF THE CHANGE FROM THE ORGINAL BIDDING WHERE FIRERED AND CHANGE F	DATE:	5/30/2025	CMR NUMBER:	14
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	Provide 110 volt, 20	amp circuit to feed the chem exhaus	t hood fan located above the	ceiling in Fume Exhaust
	113			
	1. TOTAL COST (C	ONTRACTOR TO ATTACH DETAILE	ED BREAKDOWN):	\$1,288.00
	2. TIME EXTENSIO	ON IN CALENDAR DAYS (ATTACH	JUSTIFICATION):	0
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		DEPARTMENT HEAD (GS)	Klel Ewilk - R	< <u>es></u>
*** THIS EXECUTED FORM DOES NOT CONSTITUTE A CHANGE ORDER. THIS DOCUMENT IS AN ACKNOWLEDGEMENT BY THESE DESIGNATED				
REPRESENTATIVES THAT THEY RECOMMEND TO THE CITY OF HUNTSVILLE'S CITY COUNCIL TO APPROVE THE CHANGE IN CONTRACT SUM, SCOPE AND OR TIME STATED HEREIN. THE CITY OF HUNTSVILLE'S CITY COUNCIL MUST APPROVE ALL CHANGE ORDERS.***				

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

	CONTRACT MOL	ALLO REQUEST	
DATE:	6/4/2025	CMR NUMBER:	15
PROJECT:	COH HPD CSI Building and Wa	rehouse	1
OWNER:	CITY OF HUNTSVILLE		
ARCHITECT:	Nola VanPeursem Architects, PC		
CONTRACTOR:	PEARCE CONSTRUCTION CO	MPANY, INC.	
	CHANGE (BY GENERAL CONTR.		
	ves at the three (3) hose reels provid		r.
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*Approval deliver	and installation may impact the installation	spections and drywall installation	
	CONTRACTOR TO ATTACH DETAI		\$16,448.54
			*TBD
2. TIME EXTENSI	ON IN CALENDAR DAYS (ATTAC		
	THIS CHANGE AFFECTS THE CF	ATTICAL PATH OF THE PROJEC	1
3. SUBMITTED BY	r: CONTRACTOR	Bruce Mullin	
		Tracella	
	ARCHITECT	7 111/1	PRESITATE TREAM
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4. INITIATED BY:			
5. OWNER'S CLAS	SSIFICATION: RACT MODIFICATION DUE TO:		
CONTR	VALUE ENGINEERING OR COST RE	DUCTION	
V	CHANGES IN PROJECT SCOPE OF W		
	OWNER REQUESTED UPGRADE		
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	THE PROJECT WAS BID AND WHICH		
	OF THE CONTRACT PRICE.		
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REPRESENTATIVES THAT THEY RECOMMEND TO THE CITY OF HUNTSVILLE'S CITY COUNCIL TO APPROVE THE CHANGE IN CONTRACT SUM, SCOPE AND OR TIME STATED HEREIN. THE CITY OF HUNTSVILLE'S CITY COUNCIL MUST APPROVE ALL CHANGE ORDERS.***