



# Huntsville, Alabama

305 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 6/12/2025

**File ID:** TMP-5572

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**Department:** General Services

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to execute Change Order No. 1 and Final between the City of Huntsville and Dunlap Contracting, Inc. for construction services for the John Hunt Park Public Restroom Renovations.

Resolution No.

**Finance Information:**

**Account Number:** 2100-14-00000-51520-PN200017-00165-

**City Cost Amount:** \$-13,871.90

**Total Cost:** \$1,328,378.10

**Special Circumstances:**

**Grant Funded:** NONE

**Grant Title - CFDA or granting Agency:** N/A

**Resolution #:** N/A

**Location: (list below)**

**Address:** 2151 Airport Road

**District:** District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☒ District 5 ☐

**Additional Comments:**

Negative Change Order No. 1 and Final includes extension of time (50 calendar days) due to a delay with the HVAC equipment; addition of concrete on the north side of the building to gain access to the roll-up door (15 calendar days) for extension of a total of 65 calendar days; and credit for unused contract allowances.

## **RESOLUTION NO. 2025-**

**BE IT RESOLVED** by the City Council of the City of Huntsville, Alabama, and the Mayor that the contract with Dunlap Contracting, Inc. for Construction Services for the John Hunt Park Public Restroom Renovations, Huntsville, Alabama, approved and executed by the City of Huntsville, Alabama on the 23rd day of May, 2024, be and the same is hereby amended as is reflected on Change Order No. 1 and Final attached hereto.

**BE IT FURTHER RESOLVED** that the total contract amount be hereby is amended from One Million Three Hundred Forty-Two Thousand Two Hundred Fifty Dollars and NO/100s (\$1,342,250.00) on behalf of the City of Huntsville, a municipal corporation in the State of Alabama to One Million Three Hundred Twenty Eight Thousand Three Hundred Seventy-Eight Dollars and 10/100s (\$1,328,378.10), including this Negative Change Order No. 1 and Final in the amount of Thirteen Thousand Eight Hundred Seventy One Dollars and 90/100s (-\$13,871.90) said Change Order is substantially in word and figures as attached hereto and identified as “Change Order No. 1 and Final to the contract between City of Huntsville and Dunlap Contracting, Inc. for the construction services of the John Hunt Park Public Restroom Renovations,” consisting of six (6) pages 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 of the City of Huntsville, Alabama.

**ADOPTED** this the 12th day of June, 2025.

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

**APPROVED** this the 12th day of June, 2025.

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Mayor of the City of Huntsville,  
Alabama

# "EXHIBIT B"

CITY OF HUNTSVILLE, ALABAMA

## CONTRACT CHANGE ORDER

CHANGE ORDER NO. 1

DATE: 5/21/2025  
TO: Dunlap Contracting, Inc.

PROJECT: John Hunt Park Public Restroom Renovations

(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 See the attached CMR 5, CMR 6R1, and CMR 9 (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 \$ <u>(-)13,871.90</u>	\$	
ORIGINAL CONTRACT PRICE	\$	1,342,250.00
Net total previous Change Orders	\$	0.00
Previous revised Contract Price	\$	0.00
This Change Order No. <u>1</u> ADD (DEDUCT)	\$	<u>(-)13,871.90</u>
Revised Contract Price this date	\$	1,328,378.10

Extension of time resulting from this Change Order 65 (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 future 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

Merchants National Bonding, Inc.  
(Company)

By Jerry M. LeCroy  
(Authorized Representative) **Jerry M. LeCroy**  
**Attorney-In-Fact**

### RECOMMENDED

By [Signature]  
(Design Engineer or Architect)

By [Signature]  
(COH Facilities Project Manager)

By [Signature]  
(Director of General Services)

### CONTRACTING PARTIES

(Contractor)

By William C. Dunlap Jr.  
(Authorized Representative) **PRESIDENT**

### CITY OF HUNTSVILLE, ALABAMA

By \_\_\_\_\_  
(Its Mayor)

By \_\_\_\_\_  
(President of City Council)

Date June 12, 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.

**MERCHANTS**  
**BONDING COMPANY**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Charles J LeCroy; Jerry M LeCroy

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments 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.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 29th day of July, 2024.



MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.  
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

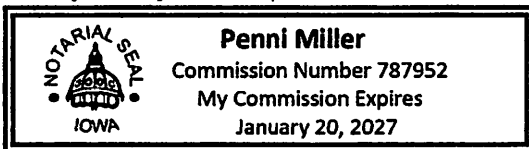
By

*Larry Taylor*

President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 29th day of July, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., 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 still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 21st day of May, 2025.



*Elisabeth Sandersfeld*

Secretary

**John Hunt Park Public Restroom Renovations**  
**5/21/2025**

<b>DUNLAP CONTRACTING</b>	
ORIGINAL CONTRACT AMOUNT	\$ 1,342,250.00
CHANGE ORDER NO. 1	\$ (13,871.90)
REVISED CONTRACT AMOUNT	\$ 1,328,378.10
<b>CHANGE ORDER NO 1 SUMMARY</b>	
CMR NO. 5 - Additional days due to HVAC delays related to Government mandates (50 Days)	\$ -
CMR NO. 6R1 - Add concrete to driveway at north side of building (15 Days) - Cost was applied to Allowances	\$ -
CMR NO. 9 - Credit for Unused Contract Allowances	\$ (13,871.90)
<b>TOTAL CHANGE ORDER NO 1</b>	<hr/> <b>\$ (13,871.90)</b>
<b>REVISED CONTRACT AMOUNT</b>	<hr/> <hr/> <b>\$ 1,328,378.10</b>



# "EXHIBIT A"

UPDATED 10/07/2015

## CONTRACT MODIFICATION REQUEST

DATE: 2/13/2025 CMR NUMBER: 5  
PROJECT: John Hunt Park Public Restroom Renovations  
OWNER: City of Huntsville  
ARCHITECT: Jeffrey Alpha  
CONTRACTOR: Dunlap Contracting  
DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):  
Extension of calendar days. The project has been extended due to a delay in the HVAC equipment as per specs. Equip

1. TOTAL COST (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): \$0.00  
2. TIME EXTENSION IN CALENDAR DAYS (ATTACH JUSTIFICATION): 50 Days  
☒ THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT  
3. SUBMITTED BY:  
A. CONTRACTOR Phil Horne  
B. ARCHITECT Jeffrey Alpha

\*\*\*BOTTOM SECTION TO BE FILLED OUT BY CITY OF HUNTSVILLE REPRESENTATIVE\*\*\*

4. INITIATED BY: Contractor  
5. OWNER'S CLASSIFICATION:  
CONTRACT MODIFICATION DUE TO:  
☐ VALUE ENGINEERING OR COST REDUCTION  
☐ CHANGES IN PROJECT SCOPE OF WORK  
☐ OWNER REQUESTED UPGRADE  
☒ UNFORESEEN CONDITIONS  
☐ TECHNICAL COORDINATION  
6. THIS CHANGE IS SUBMITTED FOR REVIEW AND APPROVAL AND IS CLASSIFIED AS ONE OF THE FOLLOWING TYPES:  
☒ MINOR CHANGE OF A MONETARY VALUE AND NOT REQUIRED FOR COMPETITIVE BIDDING.  
☐ CHANGES TO THE ORIGINAL CONTRACT NECESSITATED BY UNFORESEEABLE CIRCUMSTANCES ARISING DURING THE COURSE OF THE WORK.  
☐ EMERGENCIES ARISING DURING THE COURSE OF THE WORK.  
☐ CHANGE FOR ALTERNATES PROVIDED FOR IN THE ORIGINAL BIDDING WHERE THERE IS NO DIFFERENCE IN PRICE OF THE CHANGE FROM THE ORIGINAL BEST BID ON THE ALTERNATE.  
☐ CHANGE NOT CONTEMPLATED WHEN THE PLANS AND SPECIFICATIONS WERE PREPARED AND THE PROJECT WAS BID AND WHICH IS IN THE PUBLIC INTEREST AND DOES NOT EXCEED 10% OF THE CONTRACT PRICE.  
☐ CHANGE NOT CONTEMPLATED WHEN THE PLANS AND SPECIFICATIONS WERE PREPARED AND THE PROJECT WAS BID AND WHICH IS IN THE PUBLIC INTEREST AND EXCEEDS 10% OF THE CONTRACT PRICE AND CONSTITUTES EXTRAORDINARY CIRCUMSTANCES.  
7. I HAVE REVIEWED, UNDERSTAND AND RECOMMEND THIS CHANGE WITH NO EXCEPTIONS:  
A. CoH ESTIMATOR  
B. CoH PROJECT MANAGER  
C. DEPARTMENT HEAD (CUSTOMER)  
D. CoH FACILITIES PROJ MANAGER  
E. DEPARTMENT HEAD (GS)

\*\*\*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.\*\*\*



# "EXHIBIT A"

UPDATED 10/07/2015

## CONTRACT MODIFICATION REQUEST

DATE: 2/25/2025 CMR NUMBER: 6R1

PROJECT: John Hunt Park Public Restroom Renovations

OWNER: City of Huntsville

ARCHITECT: Jeffrey Alpha

CONTRACTOR: Dunlap Contracting

### DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

Add concrete to the driveway on the North side of the building to gain access to the roll up door

(Apply to Allowance #1)

1. TOTAL COST (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): \$12,105.00

2. TIME EXTENSION IN CALENDAR DAYS (ATTACH JUSTIFICATION): 15

☒ THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT

### 3. SUBMITTED BY:

A. CONTRACTOR

Phil Horne

B. ARCHITECT

Jeffrey Alpha

Apply to CO#1

### \*\*\*BOTTOM SECTION TO BE FILLED OUT BY CITY OF HUNTSVILLE REPRESENTATIVE\*\*\*

4. INITIATED BY: Contractor

### 5. OWNER'S CLASSIFICATION:

CONTRACT MODIFICATION DUE TO:

       VALUE ENGINEERING OR COST REDUCTION

☒        CHANGES IN PROJECT SCOPE OF WORK

       OWNER REQUESTED UPGRADE

       UNFORESEEN CONDITIONS

       TECHNICAL COORDINATION

### 6. THIS CHANGE IS SUBMITTED FOR REVIEW AND APPROVAL AND IS CLASSIFIED AS ONE OF THE FOLLOWING TYPES:

☒        MINOR CHANGE OF A MONETARY VALUE AND NOT REQUIRED FOR COMPETITIVE BIDDING.

       CHANGES TO THE ORIGINAL CONTRACT NECESSITATED BY UNFORESEEABLE

       CIRCUMSTANCES ARISING DURING THE COURSE OF THE WORK.

       EMERGENCIES ARISING DURING THE COURSE OF THE WORK.

       CHANGE FOR ALTERNATES PROVIDED FOR IN THE ORIGINAL BIDDING WHERE THERE IS NO

       DIFFERENCE IN PRICE OF THE CHANGE FROM THE ORIGINAL BEST BID ON THE ALTERNATE.

       CHANGE NOT CONTEMPLATED WHEN THE PLANS AND SPECIFICATIONS WERE PREPARED AND

       THE PROJECT WAS BID AND WHICH IS IN THE PUBLIC INTEREST AND DOES NOT EXCEED 10%

       OF THE CONTRACT PRICE.

       CHANGE NOT CONTEMPLATED WHEN THE PLANS AND SPECIFICATIONS WERE PREPARED AND

       THE PROJECT WAS BID AND WHICH IS IN THE PUBLIC INTEREST AND EXCEEDS 10% OF THE

       CONTRACT PRICE AND CONSTITUTES EXTRAORDINARY CIRCUMSTANCES.

### 7. I HAVE REVIEWED, UNDERSTAND AND RECOMMEND THIS CHANGE WITH NO EXCEPTIONS:

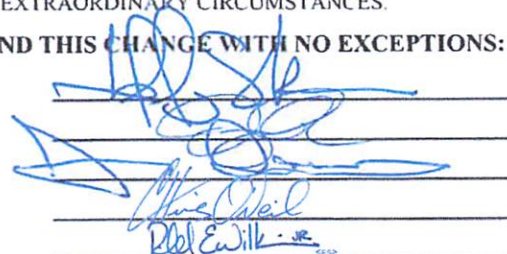
A. CoH ESTIMATOR

B. CoH PROJECT MANAGER

C. DEPARTMENT HEAD (CUSTOMER)

D. CoH FACILITIES PROJ MANAGER

E. DEPARTMENT HEAD (GS)



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"EXHIBIT A"

UPDATED 10/07/2015

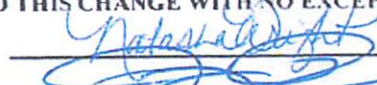


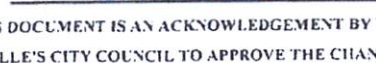

CONTRACT MODIFICATION REQUEST

DATE: 5/7/2024 CMR NUMBER: 9  
PROJECT: JHP Public Restroom Renovations  
OWNER: City of Huntsville  
ARCHITECT: Jeffrey Alpha  
CONTRACTOR: Dunlap Contracting  
DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

Credit for Unused Contract Allowances

1. TOTAL COST (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): (\$13,871.90)  
2. TIME EXTENSION IN CALENDAR DAYS (ATTACH JUSTIFICATION): 0  
☐ THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT N/A  
3. SUBMITTED BY:  
A. CONTRACTOR Dunlap  
B. ARCHITECT Jeffrey Alpha 

\*\*\*BOTTOM SECTION TO BE FILLED OUT BY CITY OF HUNTSVILLE REPRESENTATIVE\*\*\*

4. INITIATED BY: City of Huntsville  
5. OWNER'S CLASSIFICATION:  
CONTRACT MODIFICATION DUE TO:  
☒ VALUE ENGINEERING OR COST REDUCTION  
☐ CHANGES IN PROJECT SCOPE OF WORK  
☐ OWNER REQUESTED UPGRADE  
☐ UNFORESEEN CONDITIONS  
☐ TECHNICAL COORDINATION  
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7. I HAVE REVIEWED, UNDERSTAND AND RECOMMEND THIS CHANGE WITH NO EXCEPTIONS:  
A. CoH ESTIMATOR   
B. CoH PROJECT MANAGER   
C. DEPARTMENT HEAD (CUSTOMER)   
D. CoH FACILITIES PROJ MANAGER   
E. DEPARTMENT HEAD (GS) 

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