

LETTER OF TRANSMITTAL



DATE 6-19-15

LEGAL FILE NO. A14-1261

**CITY OF TUSCALOOSA
OFFICE OF THE CITY ATTORNEY
P.O. BOX 2089
TUSCALOOSA, AL 35403-2089
Telephone No. (205) 248-5140
Fax No. (205) 349-0328**

TO: Jimmy Duncan
McGiffert & Associates

RE: Cedar Crest
Drainage Structure

WE ARE SENDING YOU BY:

- ATTACHED
- UNDER SEPARATE COVER VIA _____

THE FOLLOWING:

- PERMIT
- RESOLUTION
- ORDINANCE
- COPY OF LETTER
- PLEADINGS
- CONTRACT
- FRONT-END LEGALS
- CHANGE ORDER NO.# 1
- CONTRACT AMENDMENT
- OTHER: _____
- MEMO OF LAW

THESE ARE TRANSMITTED FOR THE PURPOSES CHECKED BELOW:

- FOR APPROVAL
- APPROVAL AS SUBMITTED
- FOR YOUR USE
- FOR EXECUTION
- APPROVAL AS NOTED
- FOR REVIEW AND COMMENT
- AS REQUESTED
- RETURNED FOR CORRECTIONS
- RETURN EXECUTED ORIGINAL

REMARKS: Please provide a copy to the contractor. Thanks!

COPY TO Wendy McBride, OCE

SIGNED: Melinda Causey
Melinda Causey, Office Administrator
e-mail: mcausey@tuscaloosa.com

GDW

RESOLUTION

RESOLUTION AUTHORIZING CHANGE ORDER NO. 1 FOR
CEDAR CREST DRAINAGE STRUCTURE PROJECT
(A14-1261)

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 REV Construction, Inc., (Contractor's Name); and,

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

To balance the final quantities of the project.

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 \$41,471.40 (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.

CONTRACT CHANGE ORDER NO. 1

City of Tuscaloosa, Office of the City Attorney

DATE: May 28, 2015 PROJECT: Cedar Crest Drainage Structure Project

TO: REV Construction, 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:

This change order is necessary to balance the final unit quantities. See attached Balancing Change Report.

TOTAL ADDITION OR REDUCTION TO CONTRACT PRICE:

(Note: Numbers in parentheses are deductions).

ORIGINAL CONTRACT PRICE	\$1,149,293.00
LESS CONTINGENCY/ALLOWANCE	\$ 0.00
NET ORIGINAL CONTRACT PRICE	\$1,149,293.00
Net total of previous Change Orders	\$ 0.00
Previous revised Contract Price	\$1,149,293.00
This Change Order No. <u>1</u> <input type="checkbox"/> Add <input checked="" type="checkbox"/> Deduct	\$ 41,471.40
Revised Contract Price this date	\$1,107,821.60

Extension of time resulting from this Change Order N/A (Indicate number of calendar days).

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

Hudson Insurance Company
(Company)
By: *Cheryl Camak*
Cheryl Camak, Attorney In-Fact

CONTRACTING PARTIES

REV Construction, Inc.
(Contractor)
By: *[Signature]*
(Authorized Representative)

RECOMMENDED

By: *[Signature]*
McGiffert and Associates, LLC
(Design Engineer or Architect)

CITY OF TUSCALOOSA

By: *Harrison Taylor*
(Mayor)



POWER OF ATTORNEY

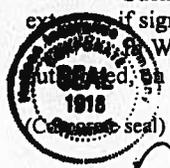
KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Joseph D. Fitts, Richard F. Fitts, Charles F. Horton, Jr., Christina A. Krout, Cheryl A. Camak and Timothy L. Donahue

its true and lawful Attorney(s)-in-Fact, at 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).

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, on this 27th day of July, 2012 at New York, New York.



HUDSON INSURANCE COMPANY

Attest: [Signature] Dina Daskalakis Assistant Corporate Secretary

By: [Signature] Christopher T. Suarez Executive Vice President

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.

(Notarial Seal)



[Signature] ANN M. MURPHY Notary Public, State of New York No. 01MU6067553 Qualified in Nassau County Commission Expires December 10, 2017

CERTIFICATION

STATE OF NEW YORK COUNTY OF NEW YORK

The undersigned Dina Daskalakis 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 27th, 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 recognizances, whether made by this Company as surety thereon 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, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though 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 Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 28th day of May, 2015



By: [Signature] Dina Daskalakis, Assistant Corporate Secretary

CITY OF TUSCALOOSA
OFFICE OF THE CITY ATTORNEY

**CHANGE
ORDER
REQUEST**

OWNER: CITY OF TUSCALOOSA

ARCHITECT/ENGINEER: McGiffert and Associates, LLC

CONTRACTOR: REV Construction, Inc.

PROJECT: Cedar Crest Drainage Structure Project

CHANGE ORDER REQUEST NO. 1 **DATE:** May 28, 2015

1. DESCRIPTION OF CHANGE:

A change order is necessary to balance the final unit quantities of the project. See attached Balancing Change Order Report.

2. CHANGE ORDER COSTS: \$41,471.40 (deduct) – See attached Balancing Change Order Report

Proposal Attached _____ **Cost Estimated/Proposal Required**

<i>Item</i>	<i>Quantity</i>	<i>Material Unit Price</i>	<i>Labor (Hours)</i>	<i>Labor Unit Price</i>	<i>Sub-Total Cost</i>
a.					
b.					
c.					
d.					
e.					
f.*					
TOTAL:					

*If more than 6 items, provide attachments.

3. INSTITUTED BY:
McGiffert and Associates, LLC

4. JUSTIFICATION OF NEED:
A change order is necessary to balance the final unit quantities of the project

5. JUSTIFICATION OF CHANGE ORDER VERSUS COMPETITIVE BIDDING:

N/A

6. COSTS REVIEW:

N/A

7. THIS CHANGE ORDER IS SUBMITTED FOR REVIEW AND APPROVAL AND IS CLASSIFIED AS THE FOLLOWING TYPE:

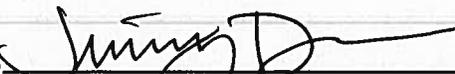
- Minor change of a total monetary value less than required for competitive bidding.
 - Changes for matters relatively minor and incidental to the original contract necessitated by unforeseeable circumstances arising during the course of work.
 - Emergencies arising during the course of work.
 - Change 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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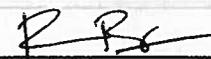
8. EXTENSION OF TIME REQUESTED: Calendar Days:

N/A

RECOMMENDED:

APPROVED:

BY: 
Tuscaloosa's Consulting Engineer/Architect

BY: 
Contractor

BY: 
City Representative

BY: _____
Owner's Legal Advisor

BY: _____
Owner's Authorized Representative



BALANCING CHANGE ORDER REPORT

NAME OF CONTRACTOR:

REV Construction, Inc.
2201 11th Street
Tuscaloosa, AL 35401

PROJECT: City of Tuscaloosa
Cedar Crest Drainage Structure Project

DATE: May 28, 2015

Item No.	Description of Work	Estimated Quantity	Unit	Unit Price	Installed Quantity	Total Cost	Qty Overrun (Underrun)	Cost Overrun (Underrun)
GENERAL/MISCELLANEOUS								
100	Project Sign	1	each	\$ 1,000.00	1	1,000.00	-	-
101	Clearing, Grubbing and Demolition	1	l.s.	\$ 8,000.00	1	8,000.00	-	-
102	Traffic Control	1	l.s.	\$ 2,500.00	1	2,500.00	-	-
103	Chain Link Fence	80	l.f.	\$ 23.00	70	1,610.00	(10)	(230.00)
EROSION CONTROL								
200	Erosion Control Maintenance	1	l.s.	\$ 3,300.00	1.00	3,300.00	-	-
201	Temporary Riprap Check Dam	20	tons	\$ 25.00	10	250.00	(10.00)	(250.00)
202	Silt Fence, Type "A"	1,000	l.f.	\$ 2.30	155	356.50	(845)	(1,943.50)
203	Inlet Protection (Various Size Structures, All Stages)	24	each	\$ 420.00	0	-	(24)	(10,080.00)
204	Construction Exit Pad	2	each	\$ 750.00	2	1,500.00	-	-
205	North American Green C125 Slope Stabilization Fabric or Engineer Approved Equivalent (Placed at the Direction of the Engineer)	200	s.y.	\$ 3.00	0	-	(200)	(600.00)
206	ADEM NPDES Notice of Registration Permit Fee Allowance	1	l.s.	\$ 1,155.00	1	1,155.00	-	-
207	Removal of BMP's	1	l.s.	\$ 2,500.00	1	2,500.00	-	-
208	Solid Sod - Tifway Bermuda (Placed at Direction of the Engineer)	300	s.y.	\$ 8.00	0	-	(300)	(2,400.00)
209	Temporary Grassing	2	acre	\$ 1,400.00	2	2,800.00	-	-
210	Permanent Grassing	1	acre	\$ 1,600.00	0	-	(1.00)	(1,600.00)
STORM DRAINAGE CONSTRUCTION - BOX CULVERT								
300	Double 8' x 4' Concrete Box Culvert Complete per Detail (Poured-in-Place or Precast per Special Conditions)	640	l.f.	\$ 880.00	640	563,200.00	-	-
301	6' x 4' Precast Concrete Box Culvert	90	l.f.	\$ 370.00	90	33,300.00	-	-
302	18" RCP, Class 3	40	l.f.	\$ 35.00	30	1,050.00	(10)	(350.00)
303	24" RCP, Class 3	32	l.f.	\$ 43.00	32	1,376.00	-	-
304	42" RCP, Class 3	16	l.f.	\$ 87.00	16	1,392.00	-	-
305	Special Junction Box (Drainage Structure No. 2)	1	each	\$ 52,000.00	1	52,000.00	-	-
306	Special Junction Box (Drainage Structure No. 12)	1	each	\$ 68,000.00	1	68,000.00	-	-
307	ALDOT Type "S" Inlet, Single Wing	2	each	\$ 3,800.00	2	7,600.00	-	-
308	ALDOT Type "S" Inlet, Single Wing with Rear Inlet & Water Quality Snout/Sump	2	each	\$ 5,200.00	2	10,400.00	-	-
309	Catch Basin Curb Inlet Box with Water Quality Snout/Sump (EJIW Type M2 Grate w/ T1 Back or Engineer Approved Equal)	1	each	\$ 3,500.00	1	3,500.00	-	-
310	Convert Existing Type "S" Inlet to Grate Inlet	1	each	\$ 3,700.00	1	3,700.00	-	-
311	Concrete Slope Paved Headwalls (18" RCP)	3	each	\$ 750.00	0	-	(3.00)	(2,250.00)
312	ALDOT Sec. 801 No. 57 Crushed Aggregate Bedding and Partial Side Backfill for Concrete Culvert	1,000	c.y.i.p.	\$ 30.00	980.78	29,423.40	(19.22)	(576.60)
313	Filter Fabric, Terratex No. 4 or Engineer Approved Equivalent	1	l.s.	\$ 10,000.00	1	10,000.00	-	-
314	Trench Foundation ALDOT Sec. 801 No. 2 Crushed Aggregate (To Be Used Only at Engineers Direction)	600	c.y.i.p.	\$ 30.00	23.44	703.20	(577)	(17,296.80)
315	60" Diameter Steel Storm Drain, Simultaneous Jack & Bore Installation	60	l.f.	\$ 1,200.00	58.33	69,996.00	(2)	(2,004.00)
316	Subsurface Crossing Setup for Road Crossing	1	each	\$ 500.00	1.00	500.00	-	-
317	Concrete Slope Paving (Flume Modifications & Headwall Tie-In Downstream of Hillard Drive)	150	s.y.	\$ 70.00	89.50	6,265.00	(61)	(4,235.00)

Item No.	Description of Work	Estimated Quantity	Unit	Unit Price	Installed Quantity	Total Cost	Qty Overrun (Underrun)	Cost Overrun (Underrun)
HILLARD DRIVE WATERMAIN RELOCATION								
400	12" Diameter Watermain Relocation (Includes Fittings, Valves & Appurtenances)	50	l.f.	\$ 495.00	46.00	22,770.00	(4.00)	(1,980.00)
401	Pavement Patch	120	s.y.	\$ 75.00	56.50	4,237.50	(64)	(4,762.50)
HILLARD DRIVE WATERMAIN RELOCATION								
500	Topsoil Stripping & Off-Site Disposal	700	c.y.i.p.	\$ 15.00	700	10,500.00	-	-
501	Topsoil Replacement from Off-Site (Min. 6" Thickness)	400	s.y.	\$ 15.00	453	6,795.00	53.00	795.00
502	Unclassified Excavation	1	l.s.	\$ 8,000.00	1	8,000.00	-	-
503	Excavation & Off-Site Disposal of Unsuitable Material	200	c.y.i.p.	\$ 15.00	688	10,320.00	488	7,320.00
504	Off-Site Borrow Material and Placement (AASHTO Classified "A-4" Material or Better)	1,000	c.y.i.p.	\$ 15.00	1,170	17,550.00	170	2,550.00
505	24" Curb and Gutter Combination	1,100	l.f.	\$ 28.00	1,212	33,936.00	112	3,136.00
506	48" Valley Gutter	500	l.f.	\$ 48.00	403	19,344.00	(97)	(4,656.00)
507	Crushed Aggregate Base, ALDOT #825 Type "B", (Thickness Varies from Top of Culvert)	1,500	c.y.i.p.	\$ 30.00	1,562.90	46,887.00	63	1,887.00
508	Prime Coat (ALDOT Sec. 401)	1,700	s.y.	\$ 1.00	0	-	(1,700)	(1,700.00)
509	Improved Bituminous Concrete Binder Layer ALDOT 424, 3/4" Maximum Aggregate Size Mix, (2" Compacted Thickness)	1,700	s.y.	\$ 11.00	1,686	18,546.00	(14)	(154.00)
510	Improved Bituminous Concrete Wearing Surface ALDOT 424, 1/2" Maximum Aggregate Size Mix, including Tack Coat, (1" Compacted Thickness)	1,700	s.y.	\$ 6.50	1,686	10,959.00	(14)	(91.00)
511	Concrete Paving (Includes Crushed Aggregate Base)	40	s.y.	\$ 120.00	40	4,800.00	-	-
512	Roadway/Parking Striping and Signage	1	l.s.	\$ 5,800.00	1	5,800.00	-	-

Original Contract Amount

\$1,149,293.00

Total Completed Work

\$1,107,821.60

Net Total Overrun / (Underrun)

\$ (41,471.40)