

LETTER OF TRANSMITTAL



DATE 8-10-15

LEGAL FILE NO. 113-0062

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: Robert Jamison
WAR Construction
P O Box 1218
Tuscaloosa, AL 35403

RE: Fire Station 4

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.# 2-TP3, 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: Attached please find 10#5 TP3 for your files. Please distribute a copy to the contractor and Architect. Thanks!

COPY TO Clif Peruck, FM

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

GDW

Prepared By: CAN
Requested: Projects Cmte.
Presentation on: 08/04/2015
Suspension of Rules: NO

RESOLUTION

RESOLUTION AUTHORIZING CHANGE ORDER NO. 2 FOR
FIRE STATION NO. 4 (TP.03)
(A13-0062)

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 N. C. Morgan Construction, Co., Inc.; and,

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

Deduct tax.

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 \$6,998.75 (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

By: _____
Finance Director

COUNCIL ACTION

Resolution _____ ✓
Ordinance _____
Introduced _____
Passed _____ 8-4-15
2nd Reading _____
Unanimous _____
Failed _____
Tabled _____
Amended _____
Comments: _____

CONTRACT CHANGE ORDER NO. 2

City of Tuscaloosa, Office of the City Attorney

DATE: 29-JUNE-2015 PROJECT: FIRE STATION NO. 4: A11-0694

TO: N.C.CONSTRUCTION CO., INC A13-0062 TP3
(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:

DEDUCT TAX

TOTAL ADDITION OR REDUCTION TO CONTRACT PRICE:

(Note: Numbers in parentheses are deductions).

ORIGINAL CONTRACT PRICE	\$ <u>234,500.00</u>
LESS CONTINGENCY/ALLOWANCE	\$ <u>0.00</u>
NET ORIGINAL CONTRACT PRICE	\$ <u>234,500.00</u>
Net total of previous Change Orders	\$ <u>20,108.00</u>
Previous revised Contract Price	\$ <u>254,608.00</u>
This Change Order No. <u>2</u> <input type="checkbox"/> Add <input checked="" type="checkbox"/> Deduct	\$ <u>6,998.75</u>
Revised Contract Price this date	\$ <u>247,609.25</u>

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: *Cheryl Camak*
Cheryl Camak, Attorney-in-Fact

CONTRACTING PARTIES

N.C. Morgan Construction
(Contractor)

By: *[Signature]*
(Authorized Representative)

RECOMMENDED

By: REX VERON DESIGNS, LLC
[Signature]
(Design Architect)

CITY OF TUSCALOOSA

By: *[Signature]*
(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. 228786

Certificate No. 006137368

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, and Cheryl Camak

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 5th day of December, 2014.

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 5th day of December, 2014, 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, 2016.



[Signature]
Marie C. Tetreault, Notary Public