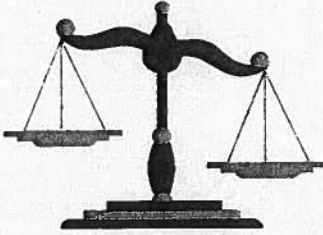


LETTER OF TRANSMITTAL



DATE 5-12-15

**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**

LEGAL FILE NO. A14-0873

TO: Jason Coker
McGiffert and Associates

RE: City Walk-University
Place and Forest Lake

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.# 3
- 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 is CO#3 for your files. 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

APPROVED AS TO FORM

GDS
Office of the City Attorney

Prepared By: CAN
Requested: Projects Cmte.
Presentation on: 05/05/2015
Suspension of Rules: NO

RESOLUTION

**RESOLUTION AUTHORIZING CHANGE ORDER NO. 3 FOR
CITY WALK AT UNIVERSITY PLACE AND FOREST LAKE
(A14-0873)**

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 GFC Construction Inc.; and,

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

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 amount of \$0.00 (Change Order Cost), time 55 (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. 3

City of Tuscaloosa, Office of the City Attorney

DATE: 9/17/15 PROJECT: City Walk at University Place and Forest Lake

TO: GFC 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 for contract time extension only.

TOTAL ADDITION OR REDUCTION TO CONTRACT PRICE:

(Note: Numbers in parentheses are deductions).

ORIGINAL CONTRACT PRICE	\$2,180,029.71
LESS CONTINGENCY/ALLOWANCE	\$ 0.00
NET ORIGINAL CONTRACT PRICE	\$2,180,029.71
Net total of previous Change Orders	\$ 90,644.29
Previous revised Contract Price	\$2,270,675.00
This Change Order No. <u>3</u> <input type="checkbox"/> Add <input type="checkbox"/> Deduct	\$ 0.00
Revised Contract Price this date	\$2,270,674.00

Extension of time resulting from this Change Order fifty-five (55) (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

The Cincinnati Insurance Company
(Company)

By: Carrie Hickman
Carrie Hickman Attorney-In-Fact

RECOMMENDED

By: Jason L. Coker, PE
Jason L. Coker, PE

CONTRACTING PARTIES

GFC Construction, Inc.
(Contractor)

By: Janey Kree
(Authorized Representative)

CITY OF TUSCALOOSA

By: Paul M. W.
(Mayor)

CITY OF TUSCALOOSA
OFFICE OF THE CITY ATTORNEY

**CHANGE
ORDER
REQUEST**

OWNER: CITY OF TUSCALOOSA
ARCHITECT/ENGINEER: McGiffert and Associates, LLC
CONTRACTOR: GFC Construction, Inc.
PROJECT: City Walk at University Place and Forest Lake
CHANGE ORDER REQUEST NO. three (3) DATE: 4/17/15

1. DESCRIPTION OF CHANGE:

This change order is for contract time extension only.

2. CHANGE ORDER COSTS: \$0

Proposal Attached Yes Cost Estimated/Proposal Required

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

*If more than 6 items, provide attachments.

3. INSTITUTED BY:

GFC Construction, Inc.

4. JUSTIFICATION OF NEED:

Extension of contract time due to delays associated with weather.

5. JUSTIFICATION OF CHANGE ORDER VERSUS COMPETITIVE BIDDING:

N/A

6. COSTS REVIEW:

No costs associated with this change order.

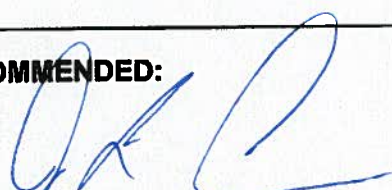
7. THIS CHANGE ORDER IS SUBMITTED FOR REVIEW AND APPROVAL AND IS CLASSIFIED AS THE FOLLOWING TYPE:


- 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.

8. EXTENSION OF TIME REQUESTED: Calendar Days: fifty-five (50)

RECOMMENDED:

APPROVED:

BY: 
Jason L. Coker, PE
McSiffert and Associates, LLC

BY: 
GFC Construction, Inc.

BY: 
City Representative

BY: _____
Owner's Legal Advisor

BY: _____
Owner's Authorized Representative



April 17, 2015

Mr. Jason Coker, PE
McGiffert and Associates, LLC
2814 Stillman Blvd
Tuscaloosa, AL 35401

Dear Jason,

With this letter we request a time extension on the City Walk at University Place & Forest Lake Project A12-1413/A12-0993 project of fifty-five (55) calendar days due to delays associated with weather. We have encountered a total of 86 weather related days of delay (combination of rain, snow, ice, freezing temperatures, and recovery days) to date on the project, but believe the requested number of days is sufficient to complete the remaining portion of the project.”

We are available to meet and discuss the issues we have referenced above at your convenience.

Respectfully,

Johnny Free
President



THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Robert W. Poellnitz, Jr.; Walter Wayne Guy; Rick Manasco; Carrie Hickman; Robert G. Plott and/or W. Geoffrey Plott

of Tuscaloosa, Alabama its true and lawful Attorney(s)-in-Fact to sign, execute, seal, and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to Twenty Five Million and No/100 Dollars (\$25,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting on the 6th day of December, 1953, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 9th day of April, 2014.

THE CINCINNATI INSURANCE COMPANY

STATE OF OHIO) ss:
COUNTY OF BUTLER)

Handwritten signature of Stephen A. Ventre

Stephen A. Ventre
Vice President

On this 9th day of April, 2014 before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein: and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.

VICKI A. GALL
Notary Public, State of Ohio
My Commission Expires 10/22/17

Handwritten signature of Vicki A. Gall

I the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio, this 17th day of April 2015

Handwritten signature of Scott R. Boden

Scott R. Boden
Secretary