

LETTER OF TRANSMITTAL



DATE 10-22-15

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.# 4
- 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 #4 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


Office of the City Attorney

Prepared By: CAN
Requested: Projects Cmte.
Presentation on: 10/20/2015
Suspension of Rules: NO

RESOLUTION

RESOLUTION AUTHORIZING CHANGE ORDER NO. 4 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:

To balance estimated and final installed quantities,

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 \$53,105.96 (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 10-20-15
2nd Reading _____
Unanimous _____
Failed _____
Tabled _____
Amended _____
Comments: _____

CONTRACT CHANGE ORDER NO. 4

City of Tuscaloosa, Office of the City Attorney

DATE: 10/26/15 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:

Purpose of this change order is to balance estimated and final installed quantities.

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	\$2,270,674.00
This Change Order No. <u>4</u> <input type="checkbox"/> Add <input checked="" type="checkbox"/> Deduct	\$ (53,105.96)
Revised Contract Price this date	\$2,217,568.04

Extension of time resulting from this Change Order zero (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

CONTRACTING PARTIES

The Cincinnati Insurance Company
(Company)

GFC Construction, Inc.
(Contractor)

By: [Signature]
Anne M. Leslie-Attorney-In-Fact

By: [Signature]
(Authorized Representative)

RECOMMENDED

CITY OF TUSCALOOSA

By: [Signature]
Jason L. Coker, PE

By: [Signature]
(Mayor)

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; Robert G. Plott; W. Geoffrey Plott; Jacob R. Thornell, Jr. and/or Anne M. Leslie

of Tuscaloosa, Alabama

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, 1958, 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."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"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 or Assistant 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 10th day of May, 2012.



THE CINCINNATI INSURANCE COMPANY

Signature of Vice President

Vice President

STATE OF OHIO) ss:
COUNTY OF BUTLER)

On this 10th day of May, 2012, 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.



Signature of Mark J. Huller

MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of 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 6th day of October, 2015.



Signature of Assistant Secretary

Assistant Secretary

**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. Four (4) - Final **DATE:** _____

1. DESCRIPTION OF CHANGE:

Purpose of this change order is to balance estimated and final installed quantities.

2. CHANGE ORDER COSTS: \$(53,105.96) - deduct

Proposal Attached Yes **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. See Attached					
b.					
c.					
d.					
e.					
f.*					
TOTAL:					

*If more than 6 items, provide attachments.

3. INSTITUTED BY:

City of Tuscaloosa

4. JUSTIFICATION OF NEED:

Purpose of this change order is to balance estimated and final installed quantities.

5. JUSTIFICATION OF CHANGE ORDER VERSUS COMPETITIVE BIDDING:

Purpose of this change order is to balance estimated and final installed quantities.

6. COSTS REVIEW:

Reviewed by McGiffert and Associates, LLC and is in line with completed work.

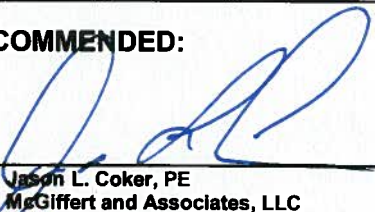
7. THIS CHANGE ORDER IS SUBMITTED FOR REVIEW AND APPROVAL AND IS CLASSIFIED AS THE FOLLOWING TYPE:

- 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: zero (0)

RECOMMENDED:

BY: _____


Jason L. Coker, PE
McGiffert and Associates, LLC

BY: _____


City Representative

APPROVED:

BY: _____


GFC Construction, Inc.

BY: _____

Owner's Legal Advisor

BY: _____

Owner's Authorized Representative

FINAL BALANCING CHANGE ORDER SUMMATION

NAME OF CONTRACTOR:
GFC Construction, Inc.

PROJECT: City of Tuscaloosa - City Walk at University Place and Forest Lake

Item No.	Description	Estimated Quantities			Unit	Unit Price	Final Installed Quantities			Quantity Underruns / Overruns			Cost Underruns / Overruns		
		Univ. Place	Forest Lake	Total			Univ. Place	Forest Lake	Total	Univ. Place	Forest Lake	Total	Univ. Place	Forest Lake	Total
9	5' High Chain-link Fence	340	280	620	l.f.	\$ 11.28	316	280	596	(24)		(24)	(270.72)		(270.72)
11	4' Concrete Valley Gutter	170	170	340	s.y.i.p.	\$ 53.90		185.82	185.82	16		16	852.70		852.70
12	6' Concrete Valley Gutter	100	50	150	s.y.i.p.	\$ 51.70	75	92	167	(25)		(25)	(1,292.50)		(1,292.50)
13	12" Concrete Ribbon Curb	40	40	80	l.f.	\$ 27.50		32	32	(8)		(8)	(220.00)		(220.00)
14	24" Combination Curb and Gutter	1200	1800	3000	l.f.	\$ 28.60	1044	1703	2747	(156)		(156)	(4,461.60)		(4,461.60)
18	Concrete Sidewalk, Minimum 4" Thickness	60	140	200	s.y.i.p.	\$ 41.36	36	121.5	157.5	(24)		(24)	(992.64)		(992.64)
22	Traffic Markings, Class 2, Type A (Pedestrian Crossing Hatching)	260	1540	1800	s.f.i.p.	\$ 4.95	280	800	1080	20		(740)	99.00		(3,663.00)
23	Traffic Markings, Class 2, Type A (Stop Bar)	70	130	200	s.f.i.p.	\$ 4.95	94	75	169	24		(55)	118.80		(272.25)
28	Improved Bituminous Concrete Wearing Surface Layer, ALDOT Section 424A, 3/8" Maximum Aggregate Size Mix, ESAL Range B, (Minimum 1-1/2" Compacted Thickness)	1900	4700	6600	s.y.i.p.	\$ 8.10	1763	4707	6470	(137)		(137)	(1,109.70)	56.70	(1,053.00)
29	Improved Bituminous Concrete Binder Layer, Leveling, ALDOT Section 424B, 1" Maximum Aggregate Size Mix, ESAL Range B, (Minimum 5" Compacted Thickness)	100	200	300	tons	\$ 102.60	0	72.81	72.81	(100)		(100)	(10,260.00)	(13,049.69)	(23,309.69)
30	Improved Bituminous Concrete Binder Layer, Patching, ALDOT Section 424B, 1" Maximum Aggregate Size Mix, ESAL Range B, (Minimum 5" Compacted Thickness) (Includes Duct Bank, Utilities, Curb, Gutter Patching)	100	800	900	s.y.i.p.	\$ 37.20	186	1788	1974	86		86	3,199.20	36,753.60	39,952.80
31	Improved Bituminous Concrete Binder Layer, ALDOT Section 424B, 1" Maximum Aggregate Size Mix, ESAL Range B, (Minimum 2" Compacted Thickness)	1500	100	1600	s.y.i.p.	\$ 11.90	1571	138	1709	71		71	844.90	452.20	1,297.10
32	Crushed Limestone Aggregate Base Course (ALDOT Section 825, Type B), 6" Compacted Thickness	1500	100	1600	s.y.i.p.	\$ 9.65	1571	138	1709	71		71	685.15	366.70	1,051.85
33	City Walk - Improved Bituminous Concrete Wearing Surface Layer, ALDOT Section 424A, 3/8" Maximum Aggregate Size Mix, ESAL Range B, (Minimum 2" Compacted Thickness)	1100	1500	2600	s.y.i.p.	\$ 16.40	1089	1495	2584	(11)		(11)	(180.40)	(82.00)	(262.40)
34	City Walk - Midnight Black Tinted Concrete, Minimum 5" Thickness	70	400	470	s.y.i.p.	\$ 50.60	66	360.5	426.5	(4)		(4)	(202.40)	(1,998.70)	(2,201.10)
35	City Walk - Crushed Limestone Aggregate Base Course (ALDOT Section 825, Type B), 5" Compacted Thickness	1300	3100	4400	s.y.i.p.	\$ 9.00	1211	1960.5	3171.5	(89)		(89)	(801.00)	(10,255.50)	(11,056.50)
36	Concrete Pavement	215		215	s.y.i.p.	\$ 57.20	249		249	34		34	1,944.80		1,944.80
37	Concrete Driveway Replacement at City Walk (Midnight Black Tinted Concrete)		375	375	s.y.i.p.	\$ 57.20		321	321			(54)		(3,088.80)	(3,088.80)
38	Concrete Driveway / Pavement Crushed Limestone Aggregate Base Course (ALDOT Section 825, Type B), 5" Compacted Thickness	215	375	590	s.y.i.p.	\$ 6.05	189	310	499	(26)		(26)	(157.30)	(393.25)	(550.55)

39	Bituminous Treatment 'A'	1500	100	1600	s.y.i.p.	\$	1.00	1571	138	1709	71	38	109	71.00	38.00	109.00
40	Tack Coat	2100	5700	7800	s.y.i.p.	\$	0.25	1828	6616	8444	(272)	916	644	(68.00)	229.00	161.00
41	Milling of Existing Asphalt Paving (minimum thickness to accommodate 1-1/2" wearing surface) (Full Width of Lake Avenue)	420	4500	4920	s.y.i.p.	\$	2.80	295	4480	4775	(125)	(20)	(145)	(350.00)	(56.00)	(406.00)
43	Solid Sodding (Empire Zoysia)	4900	4300	9200	s.y.i.p.	\$	5.90	4891	3849	8740	(9)	(451)	(460)	(53.10)	(2,660.90)	(2,714.00)
72	3/4" Type "K" Copper Service Tubing for Meter Relocations and Reconnections to Existing Domestic Service Mains Beyond Meter (includes all couplings, fittings, etc. Necessary for Reconnections / Relocations)	480	480	480	l.f.	\$	10.88		260	260		(220)	(220)		(2,393.60)	(2,393.60)
73	D.I Class 330 Watermain Fittings, Compact	200	600	800	lbs	\$	7.56	178	552	730	(22)	(48)	(70)	(166.32)	(362.88)	(529.20)
74	Erosion Control Silt Fence, Type 'A'	3000	3500	6500	l.f.	\$	2.94	2178	3028	5206	(822)	(472)	(1294)	(2,416.68)	(1,387.68)	(3,804.36)
75	Erosion Control Hay Bales	100	200	300	each	\$	7.50	80	190	270	(20)	(10)	(30)	(150.00)	(75.00)	(225.00)
76	Erosion Control Wattle	500	1000	1500	each	\$	5.50	460	800	1260	(40)	(200)	(240)	(220.00)	(1,100.00)	(1,320.00)
79	15" RCP Class III Storm Sewer	89	74	163	l.f.	\$	63.00	89	114	203		40	40		2,520.00	2,520.00
81	S-inlet, Single Wing	2	2	4	each	\$	3,179.00	2	3	5		1	1		3,179.00	3,179.00
95	Allowance for ALPCO Service Connection Fee		1	1	l.s.	\$	8,000.00		0	0		(1)	(1)		(8,000.00)	(8,000.00)
100	Buried Empty Fiber Optic Six Way 4" (Inside Diameter) Conduits with Three Way 1-1/4" Innerducts per Each 4" Conduit with pull cords (Includes all Spacers, Excavation, Native Material Backfill, Compaction, per trench detail)	1100	2260	3360	l.f.	\$	74.54	1100	2187	3287		(73)	(73)		(5,441.42)	(5,441.42)
101	Carsonite Markers (Electrical)	5	5	10	each	\$	181.78	2	3	5	(3)	(2)	(5)	(545.34)	(363.56)	(908.90)
102	ALPCO: Dual 3" (Inside Diameter) Sch. 40 PVC Conduits for Single Phase Secondary (Includes all Conduits, Spacers, Fittings for Turn-ups, Pull-cords, Excavation, Native Backfill Material, Compaction, per detail)	600	1600	2200	l.f.	\$	14.11	600	1490	2090		(110)	(110)		(1,552.10)	(1,552.10)
103	ALPCO: Dual 3" (Inside Diameter) Sch. 40 PVC Conduits for Three-Phase Secondary (Includes all Conduits, Spacers, Fittings for Turn-ups, Pull-cords, Excavation, Native Backfill Material, Compaction, per detail)		600	600	l.f.	\$	15.00		970	970		370	370		5,550.00	5,550.00
104	ALPCO: Dual 2" (Inside Diameter) Sch. 40 PVC Conduits for Primary (Includes all Conduits, Spacers, Fittings for Turn-ups, Pull-cords, Excavation, Native Backfill Material, Compaction, per detail)		1300	1300	l.f.	\$	11.71		1595	1595		295	295		3,454.45	3,454.45
106	Comcast: 2" (Inside Diameter) Sch. 40 PVC Conduits (Includes all Conduits, Spacers, Fittings for Turn-ups, Pull-cords, Excavation, Native Backfill Material, Compaction, per detail)		3000	3000	l.f.	\$	5.78		1990	1990		(1010)	(1010)		(5,837.80)	(5,837.80)
115	Permanent Street / City Walk Signage (includes U-Channel post, fasteners, etc.)	68	184	252	s.f.i.p.	\$	11.00	68	165.6	233.6		(18)	(18)		(202.40)	(202.40)
121	Unsuitable Soil Removal and Replacement (A-4 Soils or Better) (Only as Directed by Engineer)	1000	500	1500	c.y.i.p.	\$	25.00	489.86	163.29	653.15	(510.14)	(336.71)	(846.85)	(12,753.50)	(8,417.75)	(21,171.25)
200	Full Width Milling of Existing Asphalt Paving (minimum thickness to accommodate 1-1/2" wearing surface)	3050	3050	6100	s.y.i.p.	\$	2.80	3464	3464	6928	414	414	828	1,159.20	1,159.20	2,318.40
201	Improved Bituminous Concrete Wearing Surface Layer, ALDOT Section 424A, 3/8" Maximum Aggregate Size Mix, ESAL Range B, (Minimum 1-1/2" Compacted Thickness); Includes Tack Coat	3050	3050	6100	s.y.i.p.	\$	8.10	3102.5	3102.5	6205.0	52.5	52.5	105	425.25	425.25	850.50

100	Change Order No. 1 - Change Materials on Line Item 100 from EB Conduit to Schedule 40 Conduit	1100	2260	3360	I.f.	\$	5.75	1100	2085	3185	(175)	(175)	(1,006.25)	(1,006.25)
30	Change Order No. 2 - Improved Bituminous Concrete Binder layer, Patching, A.LDOT Section 424B, 1" Maximum Aggregate Size Mix, ESAL Range B, (Minimum 5" Compacted Thickness)	150	150	150	s.y.t.p.	\$	37.20		0	0	(150)	(150)	(5,580.00)	(5,580.00)
125	Change Order No. 2 - 4" SDR 26 PVC Sanitary Sewer (All Depths: Includes necessary wyes, sleeves, cleanouts, etc.)	255	255	255	I.f.	\$	54.56		188	188	(67)	(67)	(3,655.52)	(3,655.52)
126	Change Order No. 2 - 48" Diameter Precast Manhole	12	12	12	v.f.	\$	637.10		11.6	11.6	(0.4)	(0.4)	(254.84)	(254.84)
129	Change Order No. 2 - Drop Connection (interior of manhole)	1	1	1	each	\$	2,500.00		2	2	1	1	2,500.00	2,500.00

University Place - Net Additions / Deductions \$ (27,903.90)
Forest Lake - Net Additions / Deductions \$ (53,105.96)
Total Overall Net Additions / Deductions \$ (25,202.06)
Original Contract (including Change Order No. 1 thru 3) \$ 2,270,674.00

FINAL CONTRACT AMOUNT \$ 2,217,568.04