

Change Order

PROJECT: (Name and address)

21019 - Minot City Hall Rehabilitation

City Project 4466

OWNER: (Name and address)

City of Minot 515 2nd Avenue SW

Minot, ND 58702

CONTRACT INFORMATION:

Contract For: General Construction

Date: 01/17/2022

ARCHITECT: (Name and address)

JLG Architects 416 East Main Avenue Bismarck, ND 58501 CHANGE ORDER INFORMATION:

Change Order Number: 026

Date: 04/13/2023

CONTRACTOR: (Name and address)

Rolac Contacting, Inc. 2730 30th Street NW Minot, ND 58703

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

As per PR-026 and all assoaciated backup documentaion. (New Roofing on Entry Canoy) an ADD cost of \$ 14,469.00

The original Contract Sum was

The net change by previously authorized Change Orders

The Contract Sum prior to this Change Order was

The Contract Sum will be increased by this Change Order in the amount of

The new Contract Sum including this Change Order will be

\$ 9,742,378.00

The new Contract Sum including this Change Order will be

\$ 9,756,847.00

The Contract Time will be increased by Zero (0) days.

The new date of Substantial Completion will be 4/12/2023

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

CONTRACTOR (Firm name) Docusigned by:	OWNER (Firm name) Docusigned by:
2018191000021111	lance Meyer
20481900008244F	
SIGNATURE	SIGNATURE ISABC7EF764C4F2
Jason Sanders, President	Lance Meyer, City Engineer
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
04/13/2023	04/13/2023
DATE	DATE
	PRINTED NAME AND TITLE 04/13/2023



Review of Costing for issued PRs 20, 26, 27 and 35

JLG 20019 Minot City Hall Rehabilitation

Issued: April 13, 2023

	To:	CC:	
April 13 th , 2023	\boxtimes		Lance Meyer City of Minot
Lance Meyer City of Minot, City Engineer		\boxtimes	Eric Hoffer JLG Architects
1025 31 st Street SE Minot ND. 58701		\boxtimes	File JLG Architects

Review of received PR Costings.

JLG project number 21019

Greeting Lance,

JLG has received and reviewed the costing of the above listed Proposals Requests (PRs.) Here are our review comments.

PR -20 Additional Powered Door Operator

JLG has reviewed the received costing, and find it to be commensurate of the scope as requested per this PR. The cost of this additional scope has been received back at \$7,362.00

• JLGs had issued an OPC of \$ 8,000.00 which was \$ 638.00 More than the returned change request amount. PR-20 is determined to be reasonable to accept, should the owner wish to do so.

PR -26 New Roofing at Entry Canopy

JLG has reviewed the received costing, and find it to be commensurate of the scope as requested per this PR. The cost of this additional scope has been received back at \$14,469.00

• JLGs had issued an OPC of \$ 15,000 which was \$ 531.00 higher than the returned change request amount. PR-26 is determined to be reasonable to accept, should the owner wish to do so.

PR -27 Additional Required Exit Signage Per AHJ

JLG and Prairie Engineering have reviewed the received costing, and find it to be commensurate of the scope as requested per this PR-027 The cost of this additional scope has been received back at a value of \$ 2,954.00

• JLGs had issued an OPC of \$ 3,000.00 which was \$ 46.00 higher than the returned change request amount. PR-27 is determined to be reasonable to accept, should the owner wish to do so.

PR -35 Wage Rate Difference (Paint Sprayer)

JLG has reviewed the received costing, and find it to be commensurate of the scope as requested per this PR. The cost of this additional scope has been received back at \$ 3,289.92

• JLGs had issued an OPC of \$ 5000 which was \$ 1,710.08.00 higher than the returned change request amount. PR-35 is determined to be reasonable to accept.

Please let us know how City Leadership would with to proceed with these scope items above.

Respectfully submitted, Thank you,

JLG Architects | Nate Ziegler

Minot, ND 58701 | p.701.839.0518 | c .701.240.0232 | nziegler@jlgarchitects.com



Opinion for Probable Costs PR 26

JLG 20019 Minot City Hall Rehabilitation

Issued: 3/17/2023

	To:	CC:	
March 17, 2023	\boxtimes		Lance Meyer City of Minot
Lance Meyer City of Minot, City Engineer		\boxtimes	Eric Hoffer JLG Architects
1025 31st Street SE Minot ND. 58701			File JLG Architects

Costing PR-026

JLG project number 21019

The construction documents not to "Re-Use" the existing roof of the entry canopy. This existing roofing was found to be non-usable and fully deteriorated. New roofing is needed to protect the Trespa panels and new construction below.

PR-026 - New Roofing at Entry Canopy

Description	Unit Cost	Quantity	Total
Materials –	\$ 10,000	1	\$ 10,000
Labor -	\$ 5,000	1	\$ 5,000
Gc. OH Profit and Mark up			
General Conditions and			
Escalation Factor			
Market Contingency			
Total Opinion of Probable Cost			\$ 15,000.

Disclaimer: The OPC was extrapolated from the original bid values and/or is derived from typical known industry standard unit pricing. Unit costing does not take into account actual current local market conditions, availability of contractor labor, contractor reimbursables, material availability, work that is currently in place that may have to be modified, contractor logistics and coordination, or any other unforeseen conditions that may affect material quantity or unit costs. The design team does not guarantee contractor pricing will be in alignment with the OPC. The design team is not liable for variations, inconsistencies, errors, or omissions related to the OPC.

Respectfully submitted,



PROPOSAL REQUEST

Project: Minot City Hall Rehabilitation	Date: 3/27/2023	PR No. 026
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Change Order Submitted To:

Company: JLG Architects	Attention: Nate Ziegler
Address: 416 Main Ave	Phone: 701-837-0302
City/State/Zip: Bismarck, ND 58501	Email: NZiegler@jlgarchitects.com

Our proposed cost for the requested changes is as follows:

Cost to perform the work for the above mentioned PR is as follows:

PR-026 Cost: \$ 14,469.00

Acceptance of Change Order

The above prices, specifications and conditions are satisfactory a	nd are hereby accepted.	rou are authorized to do the
work as specified.		
Date:	Signatura	

P.O. Box 1872 • Minot, ND 58702-1872 Phone: 701.839.6525 • Fax: 701.839.6581

E-mail: info@rolac-nd.com Web: www.rolac-nd.com

City Hall Rehabilitation

	А	В	С	D	Е	F	G	Н		J	K	L	М	N	0
39	Description	quant	unit	Х	u. lab	labor	u. mat	material	u. equ.	equip.	u. sub	subs	totals	Err Check	remarks
40						-		-		-		-	-		
41	Roofing cost	1	ls			-		-		-	13650	13,650	13,650		Tecta
42						-		-		-		-	-		
43						-		-		-		-	-		
44						-		-		-		-	-		
45						-		-		-		-	13,650		Subtotal
46						-		-		-		-	137		1% Bond
47						-		-		-		-	13,787		Subtotal
48						-		-		-		-	683		5% OH/Profit on Subs
49						-		-		-		-	14,469		TOTAL
50						-		-		-		-	-		
51						-		-		-		-	-		
52						-		-		-		-	-		
53						-		-		-		-	-		
54						-		-		-		-	-		
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56						-		-		-		-	-		
57															



1810 North 6th Street PO Box 12878 Grand Forks, ND 58208 Office: 701.775.5369

205 42nd Street SE, Ste. 100 $\,$ 2315 7th Avenue North **Minot**, ND 58702 Office: 701.838.5945 Fax: 701.838.5864

Fargo, ND 58102 Office: 701.232.7330 Fax: 701.232.5298

105 7th Avenue SE Jamestown, ND 58401 Phone: 701.252.2403 Fax: 701.775.2419

213 Riverwood Ave SE Mandan, ND 58554 Phone: 701.663.8972 314 5th Street SE Devils Lake, ND 58301 Office: 701.662.8137 Fax: 701.662.3190

Fax: 701.775.2419 Equal Opportuni	ity Employer / Toll Free: 1.800.732.4246 / www.tectaamerica.com
то Rolac	3/15/23
	PROJECT Minot City Hall Canopy
	LOCATION Minot, ND
WE ARE PLEASED TO QUOTE ON THE FOLLOWING	
<u>Ballasted:</u> Install 60 mil EPDM membrane of Membrane and insulation to be held in place.	over tapered Iso insulation (1/8" per foot slope) over the concrete roof deck. ce with rock ballast applied at 10#/SF.
This for the sum of	
<u>Adhered:</u> Install 60 mil adhered EPDM mer Insulation to be adhered using insulation a	mbrane over tapered insulation (1/8" per foot slope) over the concrete roof deck. adhesive.
This for the sum of	\$15,800.00
Add 20 year warranty to either system for t	the sum of\$900.00
Both systems include fabricating and insta	alling sheet metal around the perimeter of the canopy.
,	Il mechanical and electrical; snow and ice removal.
, , , , , , , , , , , , , , , , , , ,	
With material pricing volatility and freight available.	ability we reserve the right to review all pricing and make adjustments to our pricing as
are beyond the control of the parties. The effects of this outbreak may ad adversely affect the Contractor's (or Subcontractor's) performance of the	ik of the Coronavirus (COVID-19) on the construction industry and the performance of construction projects are not yet fully known and diversely affect the Contractor's (or Subcontractor's) labor force, the supply chain for materials, the delivery of materials and/or otherwise e work, causing delays in the prosecution and completion of the work and the project. The parties agree that delays resulting from the ubcontractor) and the Contractor (or Subcontractor) will be granted a reasonable extension of time and a potential equitable adjustment
Building Permit. Some cities require a building permit be purchased for re Expiration. This proposal expires 30 days from date hereof.	e-roofing projects. Unless specifically stated on this proposal, Tecta America Dakotas LLC has not included that cost.
Expiration. This proposal expires 50 days from date hereof.	See additional conditions on reverse.
Accepted	Tecta America Dakotas LLC
Ву	By In Slot
(Authorized Signature)	Kenny Lybeck

TERMS AND CONDITIONS

Nature of Work. Tecta America Dakotas LLC shall furnish the labor and material to perform the work described herein or in the referenced contract documents. Tecta America Dakotas LLC does not provide engineering, consulting or architectural services. It is the Owner's responsibility to retain a licensed architect or engineer to determine proper design and code compliance. Tecta America Dakotas LLC is not responsible for structural integrity and design, including compliance with codes. If plans, specifications or other design documents have been furnished to Tecta America Dakotas LLC, Customer warrants that they are sufficient and conform to all applicable laws and building codes. Tecta America Dakotas LLC is not responsible for loss, damage or expense due to defects in plans or specifications or building code violations unless such damage results from a deviation by Tecta America Dakotas LLC from the contract documents. Customer warrants all structures to be in sound condition capable of withstanding normal roofing construction equipment and operations. Tecta America Dakotas LLC is not responsible for location of roof drains, adequacy of drainage or ponding on the roof.

- Indemnification. To the fullest extent permitted by law, Tecta America Dakotas LLC shall indemnify and hold harmless the customer, and all of their agents, officers, directors, and employees from and against all claims, damages, and losses directly caused by Tecta America Dakotas LLC's work under this Contract provided that any such claim, damage, loss or expense is caused in whole or in part, and only to the extent from a negligent act or omission of Tecta America Dakotas LLC or anyone for whose work Tecta America Dakotas LLC is responsible under this contract. IN NO EVENT SHALL SUCH LIABILITY INCLUDE INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, UNMITIGATED, OR CONSEQUENTIAL DAMAGES.
- Asbestos and Toxic Materials. This proposal and contract is based upon the work to be performed by Tecta America Dakotas LLC not involving asbestos-containing or toxic materials and that such materials will not be encountered or disturbed during the course of performing the roofing work. Tecta America Dakotas LLC is not responsible for expenses, claims or damages arising out of the presence, disturbance or removal of asbestos-containing or toxic material. In the event that such materials are encountered, Tecta America Dakotas LLC shall be entitled to reasonable compensation for all additional expenses incurred as a result of the presence of asbestos-containing or toxic materials at the work site.

 Insurance. Tecta America Dakotas LLC shall carry worker's compensation, automobile liability, commercial general liability and such other insurance as required by law. Tecta America Dakotas LLC will furnish a Certificate of
- Insurance, evidencing the types and amounts of its coverages, upon request. Customer shall purchase and maintain builder's risk and property insurance, upon the full value of the entire Project, including the labor, material and equipment furnished by Tecta America Dakotas LLC, covering fire, extended coverage, windstorm, vandalism and theft on the premises to protect against loss or damage to material and equipment and partially completed work until the job is completed and accepted and Tecta America Dakotas LLC's equipment is removed from the premises.
- Additional Insured. If Customer requires and Tecta America Dakotas LLC agrees to name Customer or others as an additional insured on Tecta America Dakotas LLC is liability insurance policy, Customer and Tecta America Dakotas LLC agree that the naming of Customer or other parties as an additional insured is intended to apply to claims made against the additional insured to the extent the claim is due to the negligence of Tecta America Dakotas LLC and is not intended to make the Tecta America Dakotas LLC is insurer liable for claims that are due to the fault of the additional insured.
- Changes in the Work and Extra Work. Customer shall be entitled to order changes in the Work and the total contact price adjusted accordingly. Any penetrations through the roofing to be installed by Tecta America Dakotas LLC not shown on the plans provided to Tecta America Dakotas LLC prior to submittal of this proposal shall be considered an order for extra work. Any carpentry work required to replace rotten or missing wood or deteriorated decking shall be done on a labor and material basis as an extra unless specifically included in the Scope of Work section.
- Availability of Site. Tecta America Dakotas LLC shall be provided with direct access to the work site for the passage of trucks and materials and direct access to the roof. Tecta America Dakotas LLC shall not be required to begin work until underlying areas are ready and acceptable to receive Tecta America Dakotas LLC's work and sufficient areas of roof deck are available and free from dirt, snow, ice, water or debris to allow continuous full operation until job completion. The expense of snow, ice, water or debris removal and any extra trips by Tecta America Dakotas LLC to the job as a result of the job not being ready for roof application after Tecta America Dakotas LLC has been notified to proceed will be charged as an extra.

 Site Conditions. Tecta America Dakotas LLC shall not be responsible for additional costs due to the existence of utilities, wet insulation, deteriorated deck or other subsurface or latent conditions that are not disclosed in writing
- to Tecta America Dakotas LLC. The raising, disconnection or re-connection of any mechanical equipment on the roof that may be necessary for Tecta America Dakotas LLC to perform the roofing work shall be performed by
- Price Volatility, Asphalt, steel products, isocyanurate and other roofing products are sometimes subject to unusual price volatility due to conditions that are beyond the control or anticipation of Tecta America Dakotas LLC. If there is a substantial increase in these or other products between the date of this proposal and the time when the work is to be performed, the amount of this proposal/contract may be increased to reflect the additional cost to Tecta America Dakotas LLC, upon submittal of written documentation and advance notice to Customer.
- Fumes and Emissions, Owner and Tecta America Dakotas LLC acknowledge that asphalt may be heated by Tecta America Dakotas LLC, odors and emissions from other roofing products will be released and noise will be 9. generated as part of the roofing operations to be performed by Tecta America Dakotas LLC. Customer shall be responsible for interior air quality, including controlling mechanical equipment, HVAC units, intake vents, windows, doors and other openings to prevent fumes and odors from entering the building. Customer is aware that roofing products emit fumes, vapors and odors during the application process. Customer shall hold Tecta
- America Dakotas LLC harmless from claims from third parties relating to fumes and odors that are emitted during the normal roofing process.

 Back Charges. No back charges or claims for payment of services rendered or materials and equipment furnished by Customer to Tecta America Dakotas LLC shall be valid unless previously authorized in writing by Tecta America Dakotas LLC and unless written notice is given to Tecta America Dakotas LLC within ten (10) days of the event, act or omission which is the basis of the back charge.
- Damages and Delays. Tecta America Dakotas LLC will not be responsible for damage done to Tecta America Dakotas LLC will be charged at regular scheduled rates over and above the amount of this proposal. Tecta America Dakotas LLC shall not be responsible for loss, damage or delay caused by circumstances beyond its reasonable control, including but not limited to acts of God, weather, accidents, fire, vandalism, strikes, jurisdictional disputes, failure or delay of transportation, shortage of or inability to obtain materials, equipment or labor, changes in the work and delays caused by others.
- In the event of these occurrences, Tecta America Dakotas LLC's time for performance under this proposal shall be extended for a time sufficient to permit completion of the Work.

 Electrical Conduit. Tecta America Dakotas LLC's price is based upon there not being electrical conduit or other materials embedded within the roof assembly unless expressly identified on the face of this proposal. Customer will indemnify Tecta America Dakotas LLC from any personal injury, damage, claim, loss or expense resulting from the presence of electrical conduit, shall render the conduit harmless so as to avoid injury to Tecta America Dakotas LLC's personnel, and shall compensate Tecta America Dakotas LLC for additional time, labor and expense resulting from the presence of such materials.

 Right to Stop Work. The failure of Customer to make proper payment to Tecta America Dakotas LLC when due shall entitle Tecta America Dakotas LLC, at its discretion, to suspend all work and shipments, including furnishing
- warranty, until full payment is made or terminate this contract. The contract sum to be paid Tecta America Dakotas LLC shall be increased by the amount of Tecta America Dakotas LLC's reasonable costs of shut-down, delay and
- Interior Protection. Customer acknowledges that re-roofing of an existing building may cause disturbance, dust or debris to fall into the interior and possibly, if hot asphalt or pitch is used, drippage may occur depending upon deck conditions. Customer agrees to remove or protect property directly below the roof in order to minimize potential interior damage. Tecta America Dakotas LLC shall not be responsible for disturbance, damage, clean-up or loss to interior property that Customer did not remove or protect prior to commencement of roofing operations. Customer shall notify tenants of re-roofing and the need to provide protection underneath areas being re-roofed. Customer agrees to hold Tecta America Dakotas LLC harmless from claims of tenants who were not so notified and did not provide protection.
- Working Hours. This proposal is based upon the performance of all work during Tecta America Dakotas LLC's regular working hours. Extra charges will be made for overtime and all work performed other than during Tecta America Dakotas LLC's regular working hours, if required by Customer.
- Warranty, Tecta America Dakotas LLC's work will be warranted by Tecta America Dakotas LLC in accordance with its standard warranty, which is made a part of this proposal and contract and incorporated by reference. A copy of Tecta America Dakotas LLC's standard warranty is attached or, if not, will be furnished upon request. Tecta America Dakotas LLC SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. The acceptance of this proposal by the Customer signifies his agreement that this warranty shall be and is the exclusive remedy against Tecta America Dakotas LLC for all defects in workmanship furnished by Tecta America Dakotas LLC. A manufacturer's warranty shall be furnished to Customer if a manufacturer's warranty is called for on the face of this proposal. It is expressly agreed that in the event of any defects in the materials furnished pursuant to this contract, Customer shall have recourse only against the manufacturer of such material. Tecta America Dakotas LLC's Liability is waived if Customer does not maintain the roof in accordance with the manufacturer's
- Mold. Tecta America Dakotas LLC and Customer are committed to acting promptly so that roof leaks are not a source of potential interior mold growth. Customer will make periodic inspections for signs of water intrusion and act promptly, including notice to Tecta America Dakotas LLC if Customer believes there are roof leaks, to correct the condition. Upon receiving notice, Tecta America Dakotas LLC will make repairs promptly so that water entry through the roofing installed by Tecta America Dakotas LLC is not a source of moisture. Tecta America Dakotas LLC is not responsible for indoor air quality, mold, mildew or any alleged injury resulting therefrom. Owner shall hold harmless and indemnify Tecta America Dakotas LLC from claims due to poor indoor air quality and resulting from a failure by Owner to maintain the interior of the building in a manner to avoid growth of mold.

 Material References. Tecta America Dakotas LLC is not responsible for the actual verification of Technical specifications of product manufacturers; i.e., R value or ASTM or UL compliance, but rather the materials used are
- represented as such by the material manufacturer.
- Arbitration. If a dispute shall arise between Tecta America Dakotas LLC and Customer with respect to any matters or questions arising out of or relating to this Agreement or the breach thereof, such dispute shall be decided by arbitration administered by and in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This Agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any Court having jurisdiction thereof. Any legal claim against Tecta America Dakotas LLC, including a claim alleging any breach of this contract or negligence by Tecta America Dakotas LLC must be initiated no later than two (2) years after Tecta America Dakotas LLC completed roof installation. Collection matters may be processed through litigation or arbitration at the discretion of the Tecta America Dakotas LLC.
- arbitration at the discretion of the lecta America Dakotas LLC.

 Price Contingency. The price provided for the identified scope of work is contingent upon the final agreement of any contractual terms and conditions.

 Work Not Included. No repairs to roof deck, installation of wood blocking or cant strips, furnishing and application of sheet metal work or roof drains and lead roof drain flashings, or other items not stated on the face of this proposal are included in this contract. Tecta America Dakotas LLC shall not be responsible for additional costs due to the existence of rotted wood blocking, wet insulation, or other subsurface or latent conditions that are not disclosed in writing to Tecta America Dakotas LLC to perform the roofing work shall be performed by others or treated as an extra unless specifically included on the face of this proposal. Roof penetrations and other roof top equipment not shown on drawings that require flashing by Tecta America Dakotas LLC will be considered extra work.
- De considered extra work.

 Payment. Unless stated otherwise on the face of this proposal, payment, including monthly progress pay requests, shall be made by Customer within 30 days of receipt of invoice. All sums not paid in full when due shall earn interest at the rate of 1-1/2% per month until paid. If Customer does not make payment, Tecta America Dakotas LLC shall be entitled to recover from Customer all costs of collection incurred by Tecta America Dakotas LLC, including attorney's fees and litigation expenses. Collection matters may be processed through litigation or arbitration at the discretion of Tecta America Dakotas LLC. Failure of Customer to make proper payment to Tecta America Dakotas LLC when due shall entitle Tecta America Dakotas LLC, and subspend all work and shipments, including furnishing warranty, until final payment is made or terminate this contract. The contract sum to be paid to Tecta America Dakotas LLC shall be increased by the amount of Tecta America Dakotas LLC's reasonable costs of shutdown, delay and start up.
- The parties acknowledge that the potential effects of the global outbreak of the Coronavirus (COVID-19) on the construction industry and the performance of construction projects are not yet fully known and are beyond the control of the parties. The effects of this outbreak may adversely affect the Contractor's (or Subcontractor's) labor force, the supply chain for materials, the delivery of materials and/or otherwise adversely affect the Contractor's (or Subcontractor's) performance of the work, causing delays in the prosecution and completion of the work and the project. The parties agree that delays resulting from the effects of the Coronavirus are beyond the control of the Contractor (or Subcontractor) and the Contractor (or Subcontractor) will be granted a reasonable extension of time and a potential equitable adjustment to complete its work if such delays occur.

Tecta America Dakotas LLC agrees that it and each subcontractor shall to the extent applicable by law comply with (1) the terms of the Equal Opportunity and Affirmative Action clauses, which are incorporated herein by this reference, and program requirements contained in 41 CFR §§ 60-1.4(a), 250.5(a) and 741.5(a), or their successors, concerning women, minorities, eligible veterans and individuals with a disability, (2) Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (41 CFR § 60-4.2(d)), or its successors, (3) the EEO-1 and VETS-100 form filing requirements contained in 41 CFR §§ 60-1.7 and 61-250.5(a) or their successors, and (4) all applicable Executive Orders, laws and regulations relating to any of the above.

INITIALS		