

# MAIA Document G701™ – 2017

# Change Order

PROJECT: (name and address) Courthouse Tunnel Repair 916 Main St., Lubbock, TX

**OWNER**: (name and address) Lubbock County PO Box 10536

Lubbock, TX 79408-3536

CONTRACT INFORMATION:

Contract For: Tunnel, Basement Repairs

Date: July 1, 2020

**ARCHITECT**: (name and address)

JQ Engineering, LLP 100 Glass Street

Dallas, TX 75207

CHANGE ORDER INFORMATION:

Change Order Number: 003

Date: September 7, 2021

CONTRACTOR: (name and address)

Amstar, Inc.

1211 Pleasanton Road

San Antonio, TX 78214

#### 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.)

Additional repairs required to route water from roof drains through sidewalk to street, additional bond cost, and extend the date for Substantial Completion due to time required to develop an approved detail for the work, and to obtain the necessary materials to perform the work.

The origin	al Contract Su	ım was		\$ 499,800.00
The net ch	ange by previously au	thorized Change Ord	ers	\$ 9,100.00
The	Contract Sum)	prior to this Chang	ge Order was	\$ 508,900.00
The	Contract Sum	will be increased	by this Change Order in the amount of	\$ 25,309.71
The new	Contract Sum	, including the	is Change Order, will be	\$ 534,209.71
The Contr	act Time will be incr	eased by One Hun	dred Ninety ( 190 ) days.	

The new date of Substantial Completion will be November 24, 2021

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.	mon case a change order is executed to s	uper seale sine constitution change
NOT VALID UNTIL SIGNED BY THE ARC	CHITECT, CONTRACTOR AND OWNER.	
JQ Engineering, LLP	Amstar, Inc.	Lubbock County
ARCHITECT (Film name)	CONTRACTOR (Firmme)	OWNER (Firm name)
SIGNATURE	SIGNATURE	SIGNATURE
Mark D. LeMay, AIA, Principal PRINTED NAME AND TITLE	Mickey Aliff PM PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
September 7, 2021  DATE	9/7/2021	DATE



#### COST PROPOSAL

Date: 8/25/21
Natalie Harvill

Director of Facilities Lubbock County

Re: CO 3 Roof Drains

Owner:

Owner's Representative:

Contractor:

Project Manager:

Engineer of Record:

Lubbock County

Natalie Harvill

Amstar, Inc.

Mickey Aliff

JQ Engineering

This Proposal is offered as set forth in the terms and conditions of the contract and the statement of work as amended. Estimated requested additional construction time of 190 days in addition to contract processing time to allow for material acquisition/scheduling. The grates have a 10 week lead time.

Provide and install trench drains as specified.

Proposed cost total: \$25,309.71

## **Assumptions & Clarifications:**

- 1. Work to be performed during normal business hours.
- 2. No work not specified in the above scope of work.
- 3. All haul off included.
- 4. No handling or disposal of hazardous materials.
- 5. We exclude all unforeseen conditions.
- 6. Proposal includes Bond increase.

Respectfully,

Mickey Aliff

Mickey Aliff

Estimator/Project Manager

LUBBOCK COUNTY SIDEWALK REPAIRS					8,	/25/2021
Change Order No. 03						
ITEM	QUANTITY	UNITS	ι	JNIT COST	TOTA	L
Superintendent	5	Days	\$	500.00	\$	2,500.00
Crew - 3 men	5	Days	\$	1,200.00	\$	6,000.00
Trench drains - Ironsmith (see attached)	1	Lump Sum	\$	7,894.00	\$	7,894.00
Expedited shipping of drains (see attached)	1	Each	\$	509.00	\$	509.00
Sheet metal troughs (see attached)	3	Each	\$	800.00	\$	2,400.00
Temporary fence rental (see attached)	7	months	\$	51.00	\$	357.00
Formwork materials	1	Lump Sum	\$	1,000.00	\$	1,000.00
Minimum concrete delivery	1	Lump Sum	\$	750.00	\$	750.00
Concrete testing (additional)	1	Lump Sum	\$	250.00	\$	250.00
SUB-TOTAL					\$	21,660.00
Bonds at 2.5%					\$	541.50
SUB-TOTAL					\$	22,201.50
GC Mark-up at 14%					\$	3,108.21
TOTAL					\$	25,309.71



# **Sales Quotation**

**QUOTE NUMBER: 101012** 

Sales Rep:TX-BV AssociatesQuote Date:8/5/2021Project:Lubbock County Sidewalk RepairsValid To:9/5/2021

**Location:** Lubbock, TX USA **Revision:** 0

QT	Y UNIT	ITEM ID	DESCRIPTION	I	UNIT PRICE	EXTENSION
14	Ln.Ft.	9032-12	ADA, CAST IRON trench gra STRAIGHT sections, 1/4" ma: A.D.A compliance and pedestr Powder Coat Black	ximum slot openings for	\$109.00	\$1,526.00
14	LN/FT	9000F-12	Steel angle frame(s), in straigh grate, standard cement anchors Black	\$42.00	\$588.00	
28	LN FT	9032-18	ADA, CAST IRON trench gra STRAIGHT sections, 1/4" ma: A.D.A compliance and pedestr Powder Coat Black	\$3,752.00		
28	Ln.Ft.	9000F-18	Steel angle frame(s), in straigh grate, standard cement anchors Black	\$44.00	\$1,232.00	
	*	Note	18" trench grates to be for TW	O RUNS of 14 Ln.Ft.		
		by product and o			Sub Total	s7,098.00
		onsmith for curr hese items and o		Out of State 0.0	00% Sales Tax	. ,
-		ms are correct for	•			
				Freight One Lo	ad to: Lubbock	\$796.00
			in ship separately for an addition eceivers 3 to 4 weeks	nal \$509.00	TOTAL	\$7,894.00

Terms: 50% with order, balance before final shipment. See attached for complete terms and conditions.



# **Sales Quotation**

**QUOTE NUMBER: 101012** 

#### **Product Sales Order Terms and Conditions**

All IRONSMITH products are made to order. Lead times vary by product and current demand. Contact IRONSMITH for current lead times.

IRONSMITH, INC. standard warranty applies to all purchases www.ironsmith.cc/warrantypdfweb.pdf

As noted on the quote, for an additional charge, frames and/or receivers can ship earlier for hardscape installation. Please note on the Purchase Order if this is required.

To place your order, in accordance with the terms and conditions, the following items must be received by IRONSMITH:

- 1. Copy of Quote with signed and dated acceptancew in the blank lower portion OR a signed Purchase Order issued to IRONSMITH.
- 2. Payment / Deposit must be received by IRONSMITH to proceed with order.
- 3. Letterhead providing billing, shipping and contact information is helpful.

# Please provide all Sales and Purchase Order information to Barbra Burpo, V.P. Operations, at BBurpo@ironsmith.biz

## **Customer Payment Terms and Conditions**

\*\* IRONSMITH accepts Check, ACH, Visa and Master Card for deposits/payments. Wire Transfers are acceptable for an additional fee.

Credit card payment can be made online on IRONSMITH's homepage, www.ironsmith.biz OR a Credit Card Authorization Form can provided which will require a signature.

Payment Terms are as follows:

- 1. Full payment is required at time of order for any order under \$3,500.00.
- 2. For sales orders over \$3,500.00, a 50% deposit is required with the order.
- 3. Payment for the balance is due before final shipment.

Pre-approval is required for terms other than quoted payment terms. Customers must provide the following when requesting alternate payment terms:

- 1. Signed Credit Application
- 2. Project Information (Preliminary Lien / Bonding) Form
- 3. Copies of the Payment Bond / Performance Bond are required on Public Jobs.

# Please provide all credit requests and information to Roxanne Ries, Accounting Assistant, at RRies@ironsmith.biz

Upon request from the customer, IRONSMITH will provide a notarized Conditional Waiver prior to payment and a notarized Unconditional Waiver only after receipt of payment from the customer.

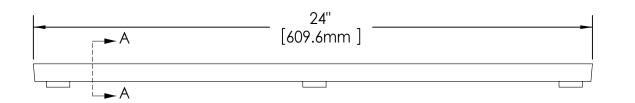


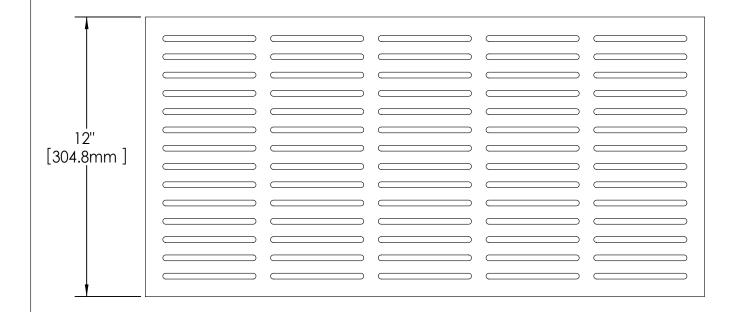
## **Sales Quotation**

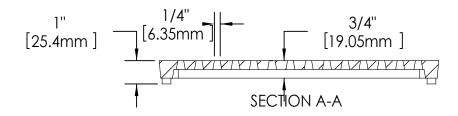
**QUOTE NUMBER: 101012** 

# LIMITED WARRANTY AND TERMS AND CONDITIONS FOR FURNISHING TREE GRATES, FRAMES AND OTHER LANDSCAPE ARCHITECTURAL PRODUCTS.

- 1. Ironsmith and the buyer agree that this sale and any other sale of products by Ironsmith shall be governed exclusively by the terms, conditions, warranty provisions and limitations set forth below. This agreement is final and exclusive statement of the agreement between the parties and supersedes all oral or exclusive statement of the agreement between the parties and supersedes all oral or written promises or agreements relating to this sale. These terms may not be amended, modified or rescinded except by a written document signed by both parties. Buyer shall be deemed to have accepted these terms and conditions of sale if buyer expressly agrees to them, accepts any shipment after or upon receiving them, or fails to object in writing to them within five (5) days after receipt of the products.
- 2. Ironsmith warrants that the products sold herewith will remain free from defects in material and workmanship for a period of five (5) years from the date of shipment by Ironsmith. Ironsmith does not warrant against defect caused by improper use, neglect, alteration of the products, or any defect of which Ironsmith is not promptly notified. Ironsmith does not warrant any coating and/or paint materials applied to its products. Rust is specifically declared not to be a defect in material or workmanship.
- 3. THE LIMITED WARRANTY SET FORTH ABOVE IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES ORAL OR WRITTEN, EITHER EXPRESSED OR IMPLIED. NO WARRANTY OF MERCHANT OR FITNESS FOR A PARTICULAR PURPOSE IS GIVEN.
- 4. No salespersons, agents, representatives or other parties are authorized to modify this limited warranty or make additional warranties or representations with respect to these products except in writing signed by an authorized officer of Ironsmith. Ironsmith's sole obligation for any breach of warranty is limited to Ironsmith's obligation to repair or, at its sole option, to provide a reasonable replacement for any defective products or part thereof at no charge to buyer. Ironsmith's repair or replacement obligations shall be conditioned on prompt notice (see Paragraph 5 below) of the defect by buyer and delivery by buyer of the products to Ironsmith.
- 5. Buyer shall inspect or test the products for any defect or non-conformity promptly after receipt of the products. Buyer must give Ironsmith written notice of any defects or problems promptly, and in no event later than thirty (30) days after buyer could reasonably have discovered the defect. Any legal action by buyer alleging breach of warranty or other breach, default or tortuous act by Ironsmith (or other seller) must be brought within five (5) years after the date of shipment or one (1) year after buyer could reasonably have discovered the basis for the action, whichever first occurs.
- 6. The laws of the State of California shall govern in all respects the validity, construction and interpretation of this warranty and the rights and obligations of the parties. This sale shall be deemed to have been made in Riverside County, California, and any lawsuit arising out of or relating to the sale may be brought only in a competent court of jurisdiction located with Riverside County, California. In any action arising out of or related to this sale, the prevailing party shall be entitled to recover legal costs and collection expenses, including reasonable attorney's fees incurred therein.
- 7. IN NO EVENT SHALL IRONSMITH (OR ANY SELLER OR SALES REPRESENTATIVE) BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OF ANY TYPE OR SOURCE, WHETHER RESULTING FROM BREACH OF CONTRACT, STRICT LIABILITY, NEGLIGENCE, OR OTHER TORT, IN NO EVENT WHATSOEVER SHALL BUYERS DAMAGES RECOVERABLE AGAINST IRONSMITH (OR ANY OTHER SELLER) EXCEED BUYER'S PURCHASE PRICE.
- 8. Buyer has determined or will determine: (1) which products to purchase and use: (2) how and where the products are to be installed and used: (3) what safety precautions to take: and (4) what warnings to make to the public. Consequently, the buyer alone is responsible for (and buyer will fully indemnify Ironsmith against) any claims, damages or cost allegedly caused by said products (including all claimed personal injury or property damage), unless caused primarily by a defect in material or workmanship.
- 9. Ironsmith will use its best efforts to fill buyer's orders in a timely manner, but it is understood that lead time requirements and delivery dates will vary and that all delivery dates are, at best estimate only. Ironsmith (and any other sales representative) shall not be liable for any damages resulting from any loss due to any cause beyond its control; including without limitation, acts of God, acts of buyer or any of its agents, embargo, government act, regulation or order, fire accident, strike, slowdown, war, riot, transportation delays, etc.







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9032-12

ADA

## 12" Trench Grate

Trench Grate for Pedestrian loads only.

1/4" - 6.35mm maximum slot opening for A.D.A. compliance and pedestrian safety.

Cast from Gray Iron, or Aluminum from 100% Recycled Materials. Or Brass alloy C854 yellow brass

Finish: Unfinished, or Black Dip, or Enamel Paint, or Polyurethane Paint, or Powder Coat. Zinc undercoat available.

Specify finish and color.

Use Frame Model: 9000F-12-X

Clear opening: 34.5 sq.ln. /Ln.Ft.

Weight per LN/FT. Iron: 14 lb./ 6.3 Kg. Aluminum: 5 lb./ 2 .25 Kg. Brass: 17 Lb. 7.6 Kg.

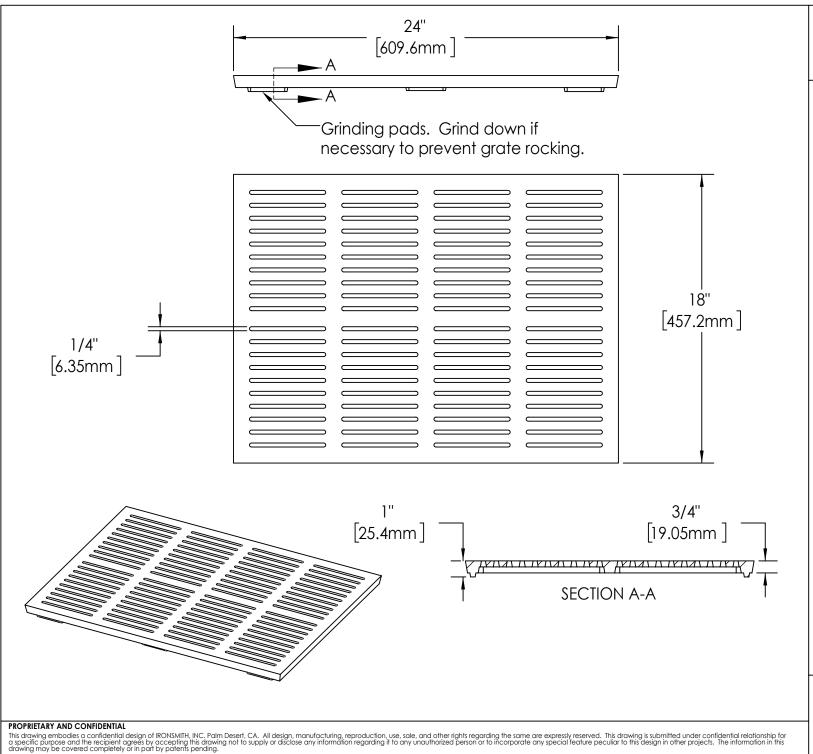
Frames (sold seperately) are ordered by the Linear Foot. Frames are made in sections such that no length is greater than 7ft. or shorter than 24".

Please specify if multiple run lengths are required to avoid field modification.

DO NOT SCALE DRAWING

### **IRONSMITH**

41-701 Corporate Way #3 Palm Desert, CA 92260 (800) 338-4766 (760) 776-5080 Fax



9032-18 ADA

18" Trench Grate

Trench Grate for Pedestrian loads only.

1/4" maximum slot opening for A.D.A. compliance and pedestrian safety.

Cast from Gray Iron, or Aluminum from 100% Recycled Materials. Or Brass alloy C854 yellow brass

Finish: Unfinished, or Black Dip, or Enamel Paint, or Polyurethane Paint, or Powder Coat. Zinc undercoat available.

Specify finish and color.

Use Frame Model: 9000F-18-X

Clear opening: 47 sq.ln. /Ln.Ft.

Weight per Ln.Ft. Iron: 20 lb./ 9.1 Kg. Aluminum: 7.5lb./ 3.4 Kg. Brass: 24.5 Lb./ 11.1Kg.

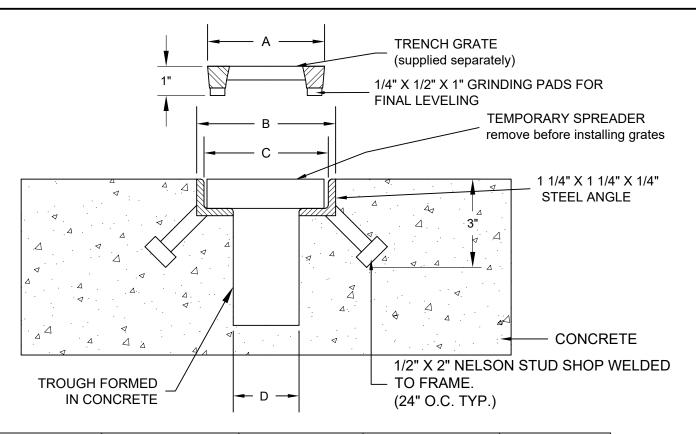
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## IRONSMITH

41-701 Corporate Way #3 Palm Desert, CA 92260 (800) 338-4766 (760) 776-5080 Fax



Α		В		С		D		Catalog#
Standard	Metric	Standard	Metric	Standard	Metric	Standard	Metric	
4"	102mm	4 5/8"	117mm	4 1/8"	105mm	2 1/8"	54mm	9000F-4
6"	152mm	6 5/8"	168mm	6 1/8"	156mm	4 1/8"	105mm	9000F-6
8"	203mm	8 5/8"	219mm	8 1/8"	206mm	6 1/8"	156mm	9000F-8
12"	305mm	12 5/8"	321mm	12 1/8"	308mm	10 1/8"	257mm	9000F-12
16"	406mm	16 5/8"	422mm	16 1/8"	410mm	14 1/8"	359mm	9000F-16
18"	457mm	18 5/8"	473mm	18 1/8"	460mm	16 1/8"	410mm	9000F-18
20"	508mm	20 5/8"	524mm	20 1/8"	511mm	18 1/8"	460mm	9000F-20
24"	610mm	24 5/8"	625mm	24 1/8"	613mm	22 1/8"	562mm	9000F-24
	Frame widths not listed follow the same pattern							

9000F-X Pedestrian Trench Grate Frame Detail #1

Installation in new concrete

Finish Options: No Finish or Galvanized or Powder Coated.

Specify finish and color when ordering.

Temporary spreader bars are tack welded to frames and must be removed after frames are set and concrete has cured.

Frames are ordered by the Linear Foot. Frames are made in sections such that no length is greater than 7ft. or shorter than 24".

Please specify if multiple run lengths are required to avoid field modification.

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### **IRONSMITH**

41701 Corporate Way #3 Palm Desert, CA 92260 (760)-776-5077 www.ironsmith.biz



Date: 8/24/2021 .

# TARGET

# Sheetmetal & Manufacturing, Inc.

For: Amstar Inc.

315 SE Loop 289 Lubbock, TX. 79404 Phone 806-745-8571 Fax 806-745-8582 <u>targetsheetmetal@att.net</u> www.targetsheetmetalmfg.com

# **PROPOSAL**

Attn	: Mickey Aliff	. Project: 20ga. Galv. Gutter .				
Fabr	icate in (2) two pieces:	to provide Material of 20ga.Galvanised pprox. 3-1/2"x 20"x 3-1/2" x 14' long.	metal and Labor to \$800.00 each			
Subtotal:	\$800.00each					
Total:	\$800.00each					
	F.C	D.B. Target Sheetmetal				
We a	*Anaccept the above pro	ll proposals are valid for 30 days posal	Page 1			
BY:_						

Proposal must be signed and returned before work can begin.

