

**CHANGE
ORDER**

OWNER X
ARCHITECT X
CONTRACTOR X

PROJECT: Hidalgo County Courthouse
 Project 1830.007

CONTRACTORS CHANGE ORDER #: 029
 DATE: July 9th, 2019
 CONTRACT DATE: March 27th, 2018

To County of Hidalgo, Texas:

This Change Order # 029 is entered into by and between Owner and Contractor for the purpose of commencing with the Price for additional services as listed below. All items will be fully funded based on the prices below.

The workorder is changed as follows per approved estimate for additional scope:

| | | | |
|--|--|--|--------------|
| | | Change Order #29 for Schindler Elevator Includes Additional Units to the 6 – Car Passenger Bank. Addition of Elevator 4 and addition of Elevator 8 (Plus Material Cost Increase). It Also Includes Re-Engineering of Submittals as 8 – Car Passenger Bank. | \$610,960.00 |
| | | Change Order #29 – DEA Specialties will be Adding 12 Units for Elevator 4 and 8. 2” Side Rails above Elevator Door Frame, Standard Finishes, High Mount at 10’ High Maximum. | \$50,663.00 |
| | | | |
| | | | |

Total Amount for Change Order \$ **661,623**

Not valid until signed by the Owner and Contractor.

The original (GMP Contract) was.....\$ 515,065
 The Early Site/Foundation/Underground Utility Package (GMP AMENDMENT NO.1).....\$ 8,950,855
 The 50% CD 100% Structural GMP Package (GMP AMENDMENT NO.2).....\$ 118,410,191
 Amendment 3 GMP 3 Interest Earn.....\$ 4,195,867
 Net change by previously authorized Change Orders.....\$ 110,737
 The (GMP Contract) will be Increased by this Change Order in the amount of.....\$ 661,623
 The new (GMP Contract) including this Change Order and GMP Amendments will be.....\$ 132,844,338
 The Contract Time for this Change Order will be increased by.....0 Days
 The Original date of Substantial Completion:.....February 28, 2021
 The Current Date of Substantial Completion:.....July 13, 2021

Contractor:
 Morganti Texas, Inc.
 10590 West Office Dr. Ste 150
 Houston, TX 77042

Architect:
 HDR Architecture, Inc.
 8750 N. Central Expressway, Suite
 Dallas, Texas 75231

Owner:
 County of Hidalgo, Texas
 2812 S. Business 281
 Edinburg, TX 78539


 07/09/2019

July 9, 2019

Jacobs

Change Order #29 for Schindler Elevator Includes Additional Units to the 6 – Car Passenger Bank. Addition of Elevator 4 and addition of Elevator 8 (Plus Material Cost Increase). It Also Includes Re-Engineering of Submittals as 8 – Car Passenger Bank. Change Order #29 – DEA Specialties will be Adding 12 Units for Elevator 4 and 8.

Dear Mr. McIntyre,

Listed below is the additional scope of work along with associated labor and materials to complete the work.

| Description | Amount |
|--|--------------------------------|
| Addition of Elevator 4 | \$ 284,108 |
| Addition of Elevator 8 | \$ 284,108 |
| Re-engineering of Submittals as 8 - Car Bank | \$ 6,000 |
| Adding 12 Units for Elevator 4 and 8. | \$ 47,616 |
| <hr/> | |
| | Sub-Total \$ 621,832 |
| Clarifications: | Bond \$ 6,218 |
| | Builder's Risk \$ 6,218 |
| Shop Drawings to be Provided fir Clarifications. | CCIP \$ 8,084 |
| | Fee \$ 19,271 |
| | Sales Tax |
| | Total \$ 661,623 |

Sincerely,

Paul Kummer



By signing this proposal, I agree to the change in scope and contract amount.

By: _____

Date: _____

Jacobs

SCHINDLER ELEVATOR CORPORATION



June 7, 2019

Paul Kummer
Morganti Construction
350 N Sam Houston Parkway
Houston, TX 77060

CHANGE ORDER REQUEST

RE: Hidalgo County Courthouse – Edinberg, TX
Our: G.O.#M3696

Morganti:

Schindler requests a change order in the amount of \$574,216.00 for adding (2) additional units to the 6-car passenger bank (See detail, below).

+ **\$284,108.00** for addition of elevator 4 (\$250,000.00 plus material cost increase of \$8,108.00 since 10/2/2018 and \$26,000.00 change for MRA application)

+ **\$284,108.00** for addition of elevator 8 (\$250,000.00 plus material cost increase of \$8,108.00 since 10/2/2018 and \$26,000.00 for change to MRA application)

+ **\$6,000.00:** re-engineering of submittals as 8 car bank.

Total: \$574,216.00

If you have any questions, please feel free to call.

Regards,
Schindler Elevator Corporation

Derek Paluch

Derek Paluch



FURNISH & INSTALL

5151 Castroville Road • San Antonio, TX 78227

Phone: (210) 298-5591 • Fax: (210) 523-1544 • www.deaspecialties.com

Paul Hougdaahl, Estimator/Project Manager

paulh@deaspecialties.com

| | | | |
|--------------|--|------------------------|------------------|
| Attention: | Morganti Texas Inc. | Date: | January 25, 2019 |
| Project: | Hidalgo County Courthouse - 95% - REVISED | Location: | Edinburg |
| Plans Dated: | 9/4/2018 | Acknowledged Addendum: | |

ELEVATOR SMOKE CONTAINMENT - 08 34 83

| Quantity | Manufacturer | Model | Width | Height | Description |
|----------|--------------|-------|-------|--------|---|
| 36 | Smoke Guard | M400 | 4' | 7' | Basis of Design elevator door smoke containment curtain |
| 28 | Smoke Guard | M400 | 3'-6" | 7' | Basis of Design elevator door smoke containment curtain |

FEATURES:

STANDARD 2" SIDE RAILS ABOVE ELEVATOR DOOR FRAME, STANDARD FINISHES, HIGH MOUNT AT 10' HIGH MAXIMUM

CLARIFICATIONS:

PLEASE NOTE - OTHER LISTED MANUFACTURERS REQUIRE ADDITIONAL DRYWALL WORK DUE TO SIDE RAILS HAVING TO BE BUILT INTO THE WALLS. THIS BASIS OF DESIGN PRODUCT IS THE ONLY MANUFACTURER THAT MAGNETICALLY ADHERES TO THE ELEVATOR DOOR FRAME WITHOUT THE NEED FOR ADDITIONAL SIDE RAILS. THE OTHER LISTED MANUFACTURERS ALSO REQUIRE ADDED ACCESS PANELS WHICH ARE NOT REQUIRED FOR THE BASIS OF DESIGN PRODUCT.

| | |
|--------------------------------------|-------------------|
| TOTAL FURNISHED AND INSTALLED | \$ 253,975 |
|--------------------------------------|-------------------|

ADD FOR OPTIONAL ITEMS

| | |
|--|------------------|
| ALTERNATE #3 - ADD 12 UNITS FOR ELEVATORS 4 AND 8 | \$ 47,616 |
|--|------------------|

THERE ARE OTHER VALUE ENGINEERING OPTIONS TO LOWER THE COST WITH SLIGHT CHANGES TO THE SPECIFICATIONS

EXCLUSIONS (unless otherwise noted): – ALL ELECTRICAL AND FINAL ELECTRICAL HOOKUP TO CLOSING SYSTEM, CEILING WORK, BLOCKING, FURR OUTS, OVERHEAD STRUCTURAL SUPPORT, HEADERS, ACCESS DOORS, SMOKE DETECTORS AND CONNECTING TO SMOKE DETECTORS, DRYWALL, PAINTING AND PERMITS. (Lead time: 4-8 weeks after receiving approved submittals.)

ELEVATOR SMOKE CONTAINMENT - 08 34 83 - VE OPTION

| Quantity | Manufacturer | Model | Width | Height | Description |
|----------|--------------|-------|-------|--------|---|
| 36 | Smoke Guard | M200 | 4' | 7' | elevator door smoke containment curtain |
| 28 | Smoke Guard | M200 | 3'-6" | 7' | elevator door smoke containment curtain |

FEATURES:

STANDARD 2" SIDE RAILS, STANDARD FINISHES, HIGH MOUNT AT 10' HIGH MAXIMUM

| | |
|--------------------------------------|-------------------|
| TOTAL FURNISHED AND INSTALLED | \$ 239,875 |
|--------------------------------------|-------------------|

ADD FOR OPTIONAL ITEMS

| | |
|--|------------------|
| ALTERNATE #3 - ADD 12 UNITS FOR ELEVATORS 4 AND 8 | \$ 44,976 |
|--|------------------|

THERE ARE OTHER VALUE ENGINEERING OPTIONS TO LOWER THE COST WITH SLIGHT CHANGES TO THE SPECIFICATIONS

EXCLUSIONS (unless otherwise noted): – ALL ELECTRICAL AND FINAL ELECTRICAL HOOKUP TO CLOSING SYSTEM, CEILING WORK, BLOCKING, FURR OUTS, OVERHEAD STRUCTURAL SUPPORT, HEADERS, ACCESS DOORS, SMOKE DETECTORS AND CONNECTING TO SMOKE DETECTORS, DRYWALL, PAINTING AND PERMITS. (Lead time: 4-8 weeks after receiving approved submittals.)

TERMS AND CONDITIONS: FURNISH AND INSTALL

Quotation is subject to the following terms and conditions:

| | |
|----|---|
| 1 | This offer is valid for thirty (30) days and may be subject to escalation thereafter. |
| 2 | This offer is subject to entering into a mutually agreeable subcontract agreement or purchase order. |
| 3 | Payment terms are fifteen (15) days from invoice date, if credit has been granted by DEA Specialties. |
| 4 | If credit has <u>not</u> been granted by DEA Specialties <u>prior to placing the order</u> , 50% is due prior to the order placement with the balance due prior to installation. |
| 5 | Payment is not contingent upon Purchaser receiving funds from any other source. |
| 6 | Past due amounts are subject to a 1% service charge per month plus all costs of collection including costs of legal proceedings and reasonable attorneys' fees incurred by DEA Specialties to collect the overdue payment. |
| 7 | DEA Specialties warrants that the products purchased pursuant hereto will be free from defects in workmanship and materials, under normal use, for one year from the date of installation. If this product does not operate as warranted during the applicable warranty period, DEA Specialties may replace the defective product or part with a comparable product or part or repair the defective product or part. DEA Specialties will warrant replaced or repaired parts for a period of (90) days from the date of installation or through the end of the original warranty, whichever is longer. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. |
| 8 | Performance of this agreement may be excused or the time for performance extended in the event of any strikes, fires, accidents, emergencies, acts of God or any other intervening cause beyond DEA Specialties' control without liability to DEA Specialties. |
| 9 | If proposal includes installation labor, Purchaser must notify DEA Specialties in writing at least seven (7) days in advance of the date to commence installation work. In giving such notice to commence work, the Purchaser represents that the premises are or will be ready for DEA Specialties to proceed without delay. In the event DEA Specialties arrives at the job site as scheduled and cannot proceed immediately with its work, Purchaser then agrees to pay a flat fee of \$500 for any lost time for jobs in San Antonio and an hourly fee for out of town work at \$75 per hour per installer, including travel time and travel expenses, subsistence and all other costs caused directly by said delay. |
| 10 | The approved DEA Specialties shop drawings determine the manufacturing dimensions and associated responsibilities of DEA Specialties and wherever the same is inconsistent with the plans and specifications, the approved drawings shall govern. |
| 11 | DEA Specialties may elect to suspend fabrication, decline shipment of materials or stop in transit any such shipment, should there arise a doubt as to the Purchaser's financial responsibility. Should the Purchaser make an assignment for the benefit of creditors, become involved in any bankruptcy or arrangement or reorganization proceedings, or should any liens be filed against its property, or should a receiver, trustee, or other form of court officer be appointed for it, DEA Specialties may elect to cancel any unfilled portion of this contract and all costs and damages to DEA Specialties with any unpaid balances otherwise due, shall become immediately due and payable to DEA Specialties by the Purchaser. |
| 12 | The Purchaser will report immediately any errors in workmanship or defects in the material and no allowance or credit will be made or given for any labor, repairs, alterations or materials performed or furnished by the Purchaser without DEA Specialties' prior written consent. |
| 13 | It is expressly agreed that there are no promises, agreements or understandings that are not included in this instrument. Any claims of cancellation or modifications of this instrument must be mutually agreed to in writing by both parties. |
| 14 | Any and all payments, credits or charges to be made hereunder, are to be handled directly with DEA Specialties and no agent or representative has any authority to accept any payments or grant any credits, without the prior written consent of DEA Specialties. |
| 15 | This agreement shall be binding upon and inure to the benefit of the respective parties, their successors, representatives, executors, administrators and assigns. |
| 16 | Contractor agrees to allow Subcontractor service elevator access. |
| 17 | Cancelled projects will be subject to a charge of \$1000 or 5% whichever is larger. Kalwall projects are subject to a 15% charge. |
| 18 | If there are ROCIP / OCIP requirements, add \$200.00 for administration expense. If OCP required, add \$600. |
| 19 | If a project "safety course" is required, add \$55.00 per hour for each installer to attend. |
| 20 | If DEA is unable to field measure because the project is not ready, a \$150.00 per hour fee will be assessed. |

GENERAL EXCLUSIONS

| | |
|--|---|
| 1 | Building permit |
| 2 | Bond premium (add 3% of the final contract price if required) |
| 3 | Painting, caulking and sealing |
| 4 | Protection of product once installed |
| 5 | Final cleaning |
| 6 | Night work or weekend work unless pre-authorized via a change order |
| 7 | Material storage (material must be stored on site, in the building) |
| 8 | Any additional insurance over the standard amount that we currently have in effect (a sample certificate of insurance available upon request) |
| Exclusive factory authorized distributor for <i>Modernfold Operable Partitions</i> , <i>Kalwall Daylighting Systems</i> , <i>Smoke Guard Smoke and Fire Curtains</i> , and <i>Solutube Daylighting Devices</i> . | |

HUB certified with the State of Texas/8M SCTRCA DBE/SBE/WBE WOSE certified with the City of Austin.

DEA Specialties Co., Inc. is a Nevada Sub-S Corporation